

## FRANCHISE DISCLOSURE DOCUMENT



SERVPRO FRANCHISOR, LLC  
A Delaware Limited Liability Company  
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P.O. Box 1978  
Gallatin, TN 37066  
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[www.servpro.com](http://www.servpro.com)  
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You will primarily provide professional residential and commercial cleaning; fire, smoke, water, wind, and other damage cleaning, restoration, mitigation, reconstruction; construction; mold remediation and bioremediation services; and cleaning and disinfection to limit the survival of viruses and emerging viral and bacterial pathogens.

The total investment necessary to begin operation of a Servpro franchise for an associate license is from \$241,270 to \$301,775. This includes \$194,000 that must be paid to the franchisor or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive 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. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Expansion Department at 801 Industrial Boulevard, Gallatin, Tennessee 37066, 1-800-826-9586.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://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 of this Franchise Disclosure Document: April 15, 2024

## How to Use This Franchise Disclosure Document

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

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

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

### Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit L. Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Tennessee. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Tennessee than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE  
MICHIGAN FRANCHISE INVESTMENT LAW**

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.

The Michigan Franchise Law states in Sec. 445.1527, Sec.27 that each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the rights 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.

Any questions regarding this Notice should be directed to:

State of Michigan  
Department of Attorney General  
Consumer Protection Division  
Franchise Section  
525 West Ottawa Street  
Lansing, Michigan 48913  
(517) 335-7567

Notwithstanding paragraph (f) above, we intend to enforce fully the provisions of the arbitration section of our Franchise License Agreement. We believe that paragraph (f) is unconstitutional because it is preempted by United States Federal law and therefore cannot preclude us from enforcing our arbitration provision. If you acquire a franchise, you acknowledge that we will seek to enforce that section as written, and that the terms of the Franchise License Agreement will govern our relationship with you, including the specific requirements of the arbitration section.

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### EXHIBITS

- A. Our Franchise License Agreement
  - Exhibits to Our Franchise License Agreement:
    - A. Description of Operating Territory and Designation of Authorized Trade Name
    - B. Addendum to Franchise License Agreement-Volume Renewal Requirements for Additional Acquisitions
    - C. (1) Acquisition Agreement  
(2) California Acquisition Agreement/Statement of Loan  
(3) California Statement of Loan
  - B. *ServproNET*® Policies and Procedures Agreement
  - C. Software License
  - D. Territorial Policy Acknowledgment and Territorial Policy
  - E. Secured Promissory Note and Security Agreement
  - F. Deposit to Reserve Territory
  - G. List of Owners, Partners, Members, Shareholders
  - H. Guaranty Agreement
  - I. Confidentiality and Non-Competition Agreement for Non-Owner Spouse

- J. Confidentiality and Non-Competition Agreement for Resale Buyer
- K. Audited Financial Statements
- L. List of State Administrators and List of State Agents for Service of Process
- M. List of Our Current Franchisees as of December 31, 2023 (Franchise Roster by State) and List of Our Franchisees Who Have Left the System
- N. Transfer of Servpro Franchise and General Release
- O. Select National Accounts Participation Agreement
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- T. State-Specific Addenda and Riders
- U. Receipts



## **ITEM 1**

### **THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

#### The Franchisor

In this disclosure document, “We,” “Us” or “Our” means Servpro Franchisor, LLC. “You” means the persons who buy the franchise and their spouses. If You are a legal entity, “You” includes the owners of the entity, their spouses or domestic partners, and the franchise.

We are a Delaware limited liability company formed on August 7, 2019, with Our principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066. We do business primarily under Our company name and the name Servpro®. Our agents for service of process are listed on Exhibit L.

#### Our Parent Companies, Our Predecessors, and the Securitization Transaction

We are a direct, wholly-owned subsidiary of Servpro Master Issuer, LLC, which in turn is a direct, wholly-owned subsidiary of Servpro SPV Guarantor, LLC. We and these 2 direct and indirect parent companies were organized as part of the secured financing transaction described below (the “Securitization Transaction”). We and these 2 other entities are indirect, wholly-owned subsidiaries of Commodore Parent Holdings, LLC, which is our ultimate parent company (“Commodore”).

Another indirect, wholly-owned subsidiary of Commodore, which also is an indirect parent company of Ours (and the direct parent company of Servpro SPV Guarantor, LLC), is Servpro Industries, LLC (“Servpro Industries”). Servpro Industries—as the original and only franchisor of the Servpro® system before October 2019—is one of Our 2 predecessors. Servpro Industries, originally established in 1977, was the franchisor of the Servpro® system from June 1977 until the closing of the Securitization Transaction in October 2019. Servpro Industries is Our “manager” under the Management Agreement described below. Servpro Industries never offered franchises in another line of business or operated a Servpro® Business, although from 1985 to 1992 it offered and licensed janitorial services franchises under the name Building Service and Maintenance. As of December 31, 2023, there were 2,204 Servpro® Businesses in operation and 2 combined Servpro/Building Service and Maintenance franchises (offering janitorial services under the BSM brand) in the United States. Servpro Industries was the franchisor of all of these businesses before the closing of the Securitization Transaction.

Our other predecessor is Our affiliate Servpro Intellectual Property, LLC. Originally formed in January 2004, Servpro Intellectual Property, LLC owned and licensed all Servpro®-brand intellectual property (such as trademarks and proprietary information) until that intellectual property relating to the Servpro® Businesses operating in the United States was contributed to Us in a series of events that were part of the Securitization Transaction. Servpro Intellectual Property, LLC will continue to hold ownership of trademarks outside of the United States. Servpro Intellectual Property, LLC has never offered franchises in any line of business or operated a Servpro® Business.

We have no predecessors other than Servpro Industries and Servpro Intellectual Property, LLC. All of the Servpro® parent and affiliated entities identified above, as well as Commodore, share Our principal business address. No other parent company is disclosable in this Item.

We, Servpro Master Issuer, LLC, and Servpro SPV Guarantor, LLC (plus 2 other affiliates, one of which is identified below) were organized as part of the Securitization Transaction, which closed in October 2019. As part of the Securitization Transaction, all existing U.S. franchise agreements and related agreements for Servpro® Businesses were contributed to Us, and We became the franchisor for all existing and future franchise and related agreements. As noted above, ownership and control of all U.S. trademarks and certain other Servpro intellectual property relating to the operation of Servpro® Businesses in the United States also were contributed by Servpro Intellectual Property, LLC, the previous owner, to Us.

At the closing of the Securitization Transaction, Servpro Industries (one of Our predecessors and the original franchisor of the Servpro® system) entered into a Management Agreement with Us and certain affiliates under which Servpro Industries will, among other things, provide required support and services to Servpro® franchisees, and prospective franchisees under their Franchise License Agreements on Our behalf, act as Our franchise sales agent, and (on behalf of Our affiliate) arrange for the acquisition of, acquire, store, and deliver equipment, vehicles, and other products for resale or rental to franchisees. We and Our affiliates will pay management fees to Servpro Industries for the services it performs. However, as the franchisor, We are responsible and accountable to You to make sure that all services under Your Franchise License Agreement or other agreement signed with Us are provided in compliance with the applicable agreement, regardless of who actually performs these services on Our behalf.

### The Servpro® Franchise

We have offered franchises for Servpro® Businesses since November 2019 following conclusion of the Securitization Transaction. We have not offered franchises in another line of business, have never operated a Servpro® Business, and have no other business activities.

You will operate a Franchise business offering and selling some or all of the following: professional residential and commercial cleaning; fire, smoke, water, wind, and other damage cleaning, restoration, mitigation; reconstruction; construction; repair, residential and commercial building services; mold remediation and bioremediation (trauma, crime scene, blood borne pathogen cleanup) services; cleaning and disinfection to limit the survival of viruses and emerging and bacterial viral pathogens; deodorization and odor removal; and any and all related services or goods: servicing losses from events and disasters, such as fire, flood, earthquake, storm; contents cleaning; duct cleaning; floor, carpet, drapery and upholstery cleaning; dry cleaning and laundry; carpet and flooring sales and installation; carpentry; janitorial services; maintenance; painting services; plumbing, HVAC, roofing; and selling designated products (the “Franchise” and “Franchise Services”). You will use the concepts, business techniques, marketing systems, methods, processes, standards, specifications, policies, procedures, and methods of operation developed by Us and Our affiliates for the Franchise (the “System”) within a specified non-exclusive geographical area (the “Operating Territory”) under the trade name Servpro®, Servpro and design, and the additional principal service marks, trademarks, trade names, trade dress, logos, emblems, slogans or indicia of origin which are or may be designated by Us in the future (the “Marks”). A list of Our current principal Marks is in Item 13. Our standard form of Franchise License Agreement is attached to this disclosure document as Exhibit A.

The Franchise’s services and products are used by customers and clients in their homes, businesses and governmental establishments. Some of these services are typically offered seasonally or subject to adverse weather or catastrophic situations. The residential, commercial, and insurance restoration markets for the Franchise’s cleaning and restoration services are well

developed. We provide You with access to advertising and promotional products and information to aid You in marketing and promoting Your Franchise. We directly market some of Your services to insurance companies and organizations (“National Accounts”) in conjunction with the Brand Fund, formerly called the National Marketing and Advertising Program, and its various activities (see Items 8 and 11). We also promote damage restoration services for large catastrophic losses and commercial accounts, such as commercial clients, which include business premises of all types and sizes, warehouses, offices, factories, governmental entities, and educational and health care institutions (“Commercial Accounts”). You may participate in Servpro’s National Accounts program, catastrophic loss program, Commercial Accounts program, if You meet the current qualifications to participate in the programs. You will compete with other franchise systems and local establishments offering similar services, licensed contractors, as well as casual labor and “do-it-yourselfers.” If you perform services for federal, state or local governments, You must comply with all applicable federal, state and local laws, ordinances, rules and regulations and timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchise, including licenses to do business, contractors licenses, fictitious name registrations and sales and/or use tax permits.

After the onset of the COVID-19 virus, Our franchisees and their employees were designated as “essential critical infrastructure workers” under the *Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response, Version 3.0 (April 17, 2020)*, as amended, issued by the U.S. Department of Homeland Security’s Cyber and Infrastructure Security Agency (CISA). That designation allowed and continues to allow Our franchisees to continue working during periods of community restriction, access management, social distancing, and/or closure orders/directives crucial to community resilience and continuity of essential functions. Our franchisees follow the CDC’s Environmental Cleaning and Disinfection Recommendations found on the CDC website, as updated, as well as state or local health department recommendations and protocols, if applicable. You must comply with all applicable laws, rules, and orders of government authorities (national, state, county, city, and municipality).

We were franchisor of Servpro® area representative franchises that distributed Servpro® products and provided training, consulting, and other assistance and services to Our franchisees with a goal to help facilitate development of the Franchises (the “Distributorship”). All Distributorship rights were repurchased by Us or an affiliate, with the final re-purchase, effective December 31, 2021.

### Our Other Affiliates

Except as provided below, no other affiliate is disclosable in this Item.

Servpro International, LLC, a sister company to Servpro Industries, has since June 2010 franchised and/or owned affiliates that franchise in countries outside the U.S. It shares Our principal business address and has never operated a Servpro® Business. Servpro Industries (Canada) ULC, a subsidiary of Servpro International, LLC, is an Alberta, Canada company formed in July 2014 (but originally formed in April 2014 as Servpro Industries (Canada) Corp., an Ontario, Canada company). Servpro Industries (Canada) ULC is the franchisor of the Servpro system in Canada beginning May 1, 2015. Its principal place of business is 680 Waterloo Street, London, Ontario, Canada N6A 3V8. It does not operate any businesses of the type being franchised and

has not offered franchises in another line of business. As of December 31, 2023, there were 27 Servpro® Businesses operating in Canada.

Servpro Distribution, LLC, Our sister company, was organized as part of the Securitization Transaction. It holds all material product supply contracts entered into with suppliers in the U.S. and related to the SERVPRO Brand and all other material assets relating to the sale or rental of products, vehicles, and equipment to franchisees in the U.S. Through the management services of Servpro Industries, Servpro Distribution will sell and rent products, vehicles, and equipment to franchisees. It shares Our principal business address. It does not operate any businesses of the type being franchised and has not offered franchises in any line of business.

Servpro Commercial, LLC, a sister company to Servpro Industries, was formed in December 2012 to solicit commercial loss work of all sizes and types. These services are performed by specially-qualified Servpro franchises, which qualifications may include increased levels of performance standards, insurance, experience, equipment, vehicles, personnel, and financial resources. It shares Our principal business address. It does not operate any businesses of the type being franchised and has not offered franchises in any line of business.

Document Restoration, LLC was a sister company to Servpro Industries that was formed in July 2013 to offer specialty restoration services. Document Restoration, LLC was merged into Servpro Industries effective April 1, 2020, and is now an unincorporated division of Servpro Industries. Document Restoration provides drying chamber services utilized primarily for documents damaged by water, mold and fire. The services of the drying chamber will be available to franchisees around the country. No franchisee must use the drying chamber.

Restoration Risk Retention Group, Inc. (“RRRG”) is a captive insurance company that Servpro Industries helped form under the federal Liability Risk Retention Act to provide insurance to Servpro franchisees meeting RRRG’s underwriting guidelines. Servpro Industries currently owns 200 shares of Class A stock and all of the issued Class B stock. The remainder of the Class A stock is owned by RRRG’s insureds, which consist of Servpro franchisees. Under federal law, each insured of a risk retention group must own some of its stock. Each Franchise will be required to purchase 200 shares of RRRG class A stock at \$1.00 per share in order to qualify to purchase insurance from RRRG. Stock subscriptions are offered under a separate information circular. RRRG provides comprehensive general liability, pollution and Limited Service and Repair Liability policies, Excess insurance, and Cyber Liability. RRRG historically has retained profits with a goal to augment surplus, reduce premiums, and increase coverages. The payment and amount of any dividends, cash return, or other distribution are subject to the discretion of RRRG’s Board of Directors, the prior approval of the state of domicile, and the legality of such payments under the laws of such state.

### Industry Regulations

You must obtain any permits or licenses required by federal law, Your state, or locality for performing the work of the Franchise. The Franchise is subject to federal, state, and local occupational health and safety regulations (OSHA), licensing requirements for performing certain restoration work, including reconstruction and construction, HVAC, mold remediation, hazardous material handling (HazMat), lead paint and asbestos testing and abatement services, and environmental laws, such as National Emissions Standards for Hazardous Air Pollutants (NESHAP). For example, in order to perform or subcontract certain of the activities We permit You to perform under a Franchise, including repairs, reconstruction and construction, some states

may require that You hold a state contractor's license. This includes California, which requires a license to even remove water or fire damaged building materials. The States of Louisiana, Texas, District of Columbia, Maryland, New York, Tennessee, and Florida require a special license to perform mold remediation. Other states, counties or local governments may also have requirements. You should contact Your own state, county or local governments' contractor's license board to inquire whether Your state has requirements for mold and/or contractor's licenses. Federal, state and local labor laws and regulations, including minimum age, minimum wage, and other types of laws and regulations apply to businesses generally. You must comply with all federal, state and local regulations regarding disposal of waste products and unused cleaning products. Some states may require specific licensing or certification for applying disinfectants, sanitizers and other anti-microbials that are Environmental Protection Agency (EPA) registered. Servpro products that contain these ingredients have been registered with the EPA; products from outside third-party vendors that are offered by Servpro Franchises also are registered with the EPA. A number of states assert that Our franchisees in their state must be licensed as pesticide applicators to apply anti-microbials, including during and following mold remediation jobs. You must follow federal, state and local regulations concerning the proper handling of blood borne pathogens if You provide cleaning or restoration services at trauma scenes, medical facilities or other places where blood borne pathogens may be present. Some localities may require Your Franchise to be bonded. The details of these state and local laws and regulations vary from place to place. These federal, state and local laws and regulations may affect Your operation of the Franchise. Certain insurance companies who may refer work to You require that no one perform work for their insureds who has been convicted of, or pleaded guilty to, a felony involving dishonesty or breach of trust, theft, or any type of violence against a person whether misdemeanor or felony, subject to applicable law. Background checks will be required for verification. You may not own a Franchise if You are or ever were convicted of, or pleaded guilty to, a felony involving dishonesty or breach of trust, theft, or any type of violence against a person, and You may not employ anyone who has been so convicted, subject to applicable law.

## **ITEM 2 BUSINESS EXPERIENCE**

### Chief Executive Officer (Servpro Industries): Brett Ponton

Mr. Ponton has been Servpro Industries' Chief Executive Officer and a member of Commodore's Board of Managers since October 2023. Mr. Ponton recently served as President and CEO, North America, of Rentokil Terminix in Memphis, TN following its 2022 acquisition of Terminix, at which he served as CEO from October 2022 to October 2023. He was Chief Executive Officer of Terminix in Memphis, TN from September 2020 to October 2022. Prior to Terminix, Mr. Ponton served as President and CEO of Monro, Inc. in Rochester, NY from September 2017 to September 2020.

### President and Chief Operating Officer (Servpro Industries): John Sooker

Mr. Sooker has been Servpro Industries' President since October 2023 and its Chief Operating Officer since March 2019. He was Servpro Industries' Executive Vice President from March 2019 to October 2023. He was Servpro Industries' National Accounts Division Manager from January 2010 to March 2019 and Assistant Vice President from August 2015 to March 2019.

Senior Vice President, Chief Legal Officer, and Corporate Secretary: Matthew M. Preston

Mr. Preston has been Our Senior Vice President, Chief Legal Officer, and Corporate Secretary since September 2020, having been Our Vice President, Chief Legal Officer, and Corporate Secretary from Our formation in August 2019 to September 2020. He also has been Servpro Industries' Chief Legal Officer and Vice President since March 2019 and its Corporate Secretary since November 2012. He was Servpro Industries' General Counsel from November 2012 to March 2019.

Senior Vice President and Chief Technology Officer (Servpro Industries): Joy Wald

Ms. Wald has been Servpro Industries' Senior Vice President and Chief Technology Officer since March 2024. Prior to joining Servpro, Ms. Wald served as Chief Transformation Officer for Rentokil Terminix in Memphis, TN from November 2022 to November 2023. She was Senior Vice President, Chief Information Officer for Terminix in Memphis, TN from July 2021 to October 2022 and Senior Vice President – Service Delivery, Retail Solutions for G4S in Jupiter, FL from October 2015 to April 2021.

Senior Vice President and Chief Financial Officer (Servpro Industries): Todd Lindsey

Mr. Lindsey has been Servpro Industries' Senior Vice President since September 2020 and Chief Financial Officer since July 2020. He was its Vice President from July 2020 to September 2020. Prior to joining Servpro, Mr. Lindsey served as the Chief Financial Officer for Lew's Holdings, Inc. in Lexington, SC from January 2018 to July 2020.

Senior Vice President and Chief Franchise Operating Officer (Servpro Industries): Brian Voss

Mr. Voss has been Servpro Industries' Senior Vice President and Chief Franchise Officer since August 2021. Prior to joining Servpro, Mr. Voss served as Vice President Operations for CKE Restaurants in Franklin, TN from October 2017 to July 2021.

Senior Vice President and Chief Human Resources Officer (Servpro Industries): Maribeth Bearfield

Ms. Bearfield has been Servpro Industries' Senior Vice President and Chief Human Resources Officer since June 2022. Prior to joining Servpro, Ms. Bearfield served as Chief Human Resources Officer for Bright Horizons in Newton, MA from January 2017 to March 2022.

Vice President, Franchise Expansion (Servpro Industries): Laura Williams

Ms. Williams has been Servpro Industries' Vice President, Franchise Expansion since December 2019 and Director of Franchise Sales and Development from March 2019 to December 2019. She was Servpro Industries' Communications Manager from December 2016 to March 2019, its Franchise Expansion Division Manager from February 2012 to December 2016, and one of its Franchise Expansion Managers from June 2006 until February 2012.

Vice President, Field Consulting (Servpro Industries): Chuck Berry

Mr. Berry has been Servpro Industries' Vice President, Field Consulting since March 2019 and was its Field Training (now known as Field Consulting) Division Manager from February 2018 to March 2019, having begun his employment with Servpro Industries as a Franchise Business Consultant in June 2013.

Vice President, Product Control & Sales (Servpro Industries): Pete Nieman

Mr. Nieman has been Servpro Industries' Vice President, Product Control & Sales since March 2019 and was its Product Control and Sales Division Manager from May 2015 to March 2019, having begun his employment with Service Industries as its Product Control Division Manager in November 2013.

Some of Our executives also hold executive positions with some or all of Our affiliates listed in Item 1.

**ITEM 3  
LITIGATION**

Servpro Franchisor, LLC v. R. Rimualdo Enterprises, Inc. and Ralph Rimualdo: US District Court, Middle District of Tennessee; Case Number 3:24-cv-00200. Servpro Franchisor, LLC ("Servpro") terminated the Servpro of Southern Saratoga County franchise license on September 25, 2023 for failure to pay royalties and comply with an audit. The lawsuit was filed on February 22, 2024 against the former franchise owner ("Rimualdo") for breach of contract and seeks the enforcement of the franchise license agreement's non-compete obligations and the recovery of unpaid royalties and fees. The lawsuit also seeks to enforce Servpro's trademark rights under the Lanham Act. On April 3, 2024, Rimualdo filed an Answer and Counterclaim. The Counterclaim includes claims for breach of contract seeking the return of \$52,455.53 in payments that were withheld, violation of implied duty of good faith and fair dealing, and common law trademark infringement and unfair competition. The Counterclaim seeks dismissal of Servpro's claims and unspecified monetary relief. This matter is in the preliminary stages of litigation.

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

**ITEM 4  
BANKRUPTCY**

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

**ITEM 5  
INITIAL FEES**

The Standard Purchase Price is \$194,000. It includes an initial franchise license fee of \$90,000 and a standard Equipment and Products Package costing \$104,000. The minimum initial franchise fee is \$90,000. The minimum population in a non-exclusive Territory is generally 50,000, and the maximum population is generally 80,000. A larger population may be allowed under certain exceptional circumstances, such as densely-populated urban areas or if a significant portion of the prospective territory is impoverished. You may purchase additional territory, if

available and approved by Us, at a price of \$1,000 per 1,000 population. All population calculations are currently determined using census tract information from the Census Bureau and Nielsen projections.

We give You a 2½% discount (\$4,850.00) on the Standard Purchase Price if You pay Us in cash when You sign the Franchise License Agreement or if Your promissory note is paid in full within 90 days (the cash discount of \$4,850.00 will be subtracted from the balance of the note). We may pay Your broker or an existing franchisee a referral fee for referring You to Us.

We may adjust the initial franchise fee if You are already a franchisee who is purchasing an additional license. We may reduce the purchase price by up to \$1,250 in lieu of paying Our customary referral fee, which is usually paid to an existing associate franchisee referring a first-time new franchisee. An existing franchisee must meet Our qualification criteria in order to purchase franchises, which include operating for a minimum of 12 months, achieving a qualifying minimum Gross Volume, meeting Our current equipment standards, staffing the Franchises at specified levels, meeting other financial criteria, and agreeing to meet Gross Volume requirements.

Our Initial Fees are uniform with the exception of “conversion candidates.” These are construction or restoration businesses performing the same or similar services to Servpro franchises, or who have related businesses serving the restoration industry, and who wish to become Servpro franchisees and convert their existing businesses. Conversions must purchase cleaning products and equipment at least equivalent to the Standard Equipment and Products Package. The Standard Equipment and Products Package may be adjusted for conversions because most have some amounts of compliant equipment. We believe the range will generally be approximately \$13,000 to \$51,000 for equipment and products, depending on how much equipment conversions already own.

You must pay Us the initial franchise fee and purchase from Our affiliate an Equipment and Products Package when You sign the Franchise License Agreement. The cost of Your initial training, excluding QuickBooks®, Xactimate, lead paint, subrogation, Water Damage Restoration Technician (WRT) training/certification and Applied Structural Drying (“ASD”) training/certification, is included in the initial franchise fee. Financing may be available as noted in Item 10.

We reserve the ability to introduce “non-traditional” franchises in the future, after appropriate disclosure, which may have different characteristics, such as population, location and price. This may include downtown areas.

You may acquire additional existing Franchises from a current franchisee on terms negotiated between You and Our franchisee, subject to the transfer provisions of the selling franchisee’s agreement with Us and meeting Our then-current resale qualification requirements. The acquisition and renewal of a third and subsequent Servpro franchises or of any ownership interest in such franchises is subject to standards, certain growth-ready Gross Volume requirements, cleaning product and equipment, staffing and other requirements in Our then-current qualification guides.

Additional license or resale acquisitions must purchase cleaning products and equipment consistent with Our recommended operating system. We have resale guides for existing franchisees purchasing additional license resales and for reselling Servpro franchises to first-time Servpro owners. The renewal of any such approved additional acquisitions is also subject to the



Addendum to Franchise License Agreement—volume renewal requirements for additional acquisitions.

You may qualify and pay \$3,000 as a deposit to reserve a given territory for 6 months. You must submit a completed “Deposit to Reserve Territory” form, a copy of which is included as Exhibit F of this disclosure document. At any time within the 6-month period, You may, subject to Our usual qualification and approval procedures for the sale of new Franchises, purchase a Franchise for the reserved territory at the price and under the terms available on the date of purchase of the Franchise. The \$3,000 deposit will be applied to the purchase price. We do not refund Your deposit if You decide not to purchase the Franchise or if You are not approved or do not qualify to purchase the Franchise. You may not transfer or assign the deposit.

**ITEM 6  
OTHER FEES\***

Column 1  Type of Fee	Column 2  Amount	Column 3  Due Date	Column 4  Remarks
Royalty fee (Notes 1, 2, 3 and 4)	Ranges from 3% to 10% of Your monthly Gross Volume	Monthly, on a date We designate	You must pay Us a percentage of the Gross Volume of Your Franchise. See Note 2 for the definition of Gross Volume. See Note 3 for the definition of Sub-contract Volume. See Note 4 for the Royalty rates.
Fixed fee (Notes 1 and 4)	\$45-\$115 based on Your monthly Gross Volume	Same date as Royalty Fee	You must pay Us a Fixed Fee based on Your monthly Gross Volume.
Minimum royalty fee	\$100	Monthly, on a date We designate	You must pay Us a Minimum royalty fee based on Your monthly Gross Volume.
Brand Fund Fee (Note 1 and Item 11)	½% of Your Gross Volume, not including Gross Volume from Sub-contract Services, plus 2½% of Your annual Gross Volume, not including Gross Volume from Sub-contract Services	Same date as Royalty Fee	We may collect up to 3% of Your monthly Gross Volume as a Brand Fund Fee. Currently, Gross Volume subject to the 2½% portion of the Brand Fund Fee is “capped” at \$1,350,000. We may change the percentage, “cap”/threshold, and Sub-contractor Services Gross Volume exclusion by giving You 30 days’ written notice.
Electronic funds transfer fee	\$1.50 per transaction	At the same time payment is made	All payments to Us must be made via electronic funds transfer using a designated third party software vendor. This fee is paid to a third-party vendor.
Transfer fee (Note 1)	Up to \$30,000	Before transfer is effective	You must pay Us the then-current non-refundable transfer fee for any transfer of interest in the Franchise or the legal entity owning the Franchise.

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Transfer to trust for estate planning	Currently \$2,500, subject to change	Before transfer to trust is effective	If you make a request to transfer to a trust and meet our then-current requirements
Initial Training fee (Note 1)	Initial training will be provided to additional persons or for Your employees on a space-available basis at a cost of \$1,000 each for the New Franchise Training Program.	Before training	You must attend initial training. Initial training is provided for 2 Owners at no additional charge when You pay Us a Franchise Fee/Transfer Fee. If space is available, at Your request and as an accommodation to You, training will be provided for Your employees who have a signed employment agreement with You, pay a training fee and sign Our training agreement; You must also sign Our training agreement. Up to 2 of your Owners are given a training allowance for a portion of Your expenses during initial training (see Items 11 and 15). Each franchisee must make every effort to attend the training courses they schedule. A fee of \$250 will be charged for any training course cancellations received within 30 days of the class start date for franchisees and any franchisee employee.
Water Damage Restoration Technician ("WRT") training and certification	The fee can vary from \$300 to \$800 per person for training and \$100 for the certification by the Institute of Inspection Cleaning and Restoration Certification ("IICRC")	Before initial training	WRT is a certification offered by IICRC. There are schools throughout the country authorized to teach the course, including Ours. This training is required to provide services for insureds of National Accounts.
Applied Structural Drying ("ASD") training and certification	The fee can vary from \$500 to \$1,500 per person for training and \$100 for certification by the Institute of Inspection Cleaning and Restoration Certification ("IICRC")	Before initial training Business Consultation Meeting 6 is completed	ASD is a certification offered by IICRC. There are schools throughout the country authorized to teach the course, including Ours; You must pass the course and receive the credential as part of initial training.

Column 1	Column 2	Column 3	Column 4
Type of Fee	Amount	Due Date	Remarks
Subrogation Training	The fee can vary from \$75-\$150	Before training	This online training is required to provide services for insureds of certain Select National Accounts. You will be provided with third-party resource information to help You identify causes and origins of losses covered by insurance.
Lead paint training and certification (EPA's Lead Renovation, Repair and Painting Rule (RRP Rule))	The cost can vary from \$550-\$1,000	Before training	This training is not provided by Us, but is widely available from EPA-approved instructors. Training course fees may vary. There will be an EPA training course fee and a certification fee, plus any travel expenses that You may incur. You will be provided with third-party resource information.
New training programs (Note 1)	We may charge You Our then-current training fee for training courses	Net 30 after billing	You may be required to take or attend new or additional training courses and programs and to pay fees to Us or an approved third party (including Our affiliates). You may be required to purchase additional equipment, computer hardware or software applications and platforms, and other supplies that We designate as mandatory due to a change or modification to the System. No training or travel allowance is provided for these programs.
Failure to complete BDP Steps 1, 2, and 3 (Note 1)	Loss of Convention Allowance and required to pay minimum royalty and fixed fees	Until new franchise training program is completed	If You do not complete the New Franchise Training Program within 90 days after You sign the Franchise License Agreement or BDP within 120 days of completing Set-up week 2, You will lose the Convention Allowance and must pay minimum royalty and fixed fees until You complete this training to Our satisfaction.

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Convention registration fee (Note 1)	<p>Owner in-person: \$470 per owner, early bird registration by May 6<sup>th</sup>, \$550 per owner, if registered between May 7<sup>th</sup> and June 16<sup>th</sup> and \$630 late registration per owner, if registered after June 17<sup>th</sup>.</p> <p>Owner virtual: \$210 per owner, early bird registration by May 6<sup>th</sup>, \$250 per owner if registered between May 7<sup>th</sup> and June 16<sup>th</sup> and \$290 late registration per owner, if registered after June 17<sup>th</sup>.</p> <p>Non-Owner adult in-person: \$400 per adult, early bird registration by May 6<sup>th</sup>, \$475 per adult if registered between May 7<sup>th</sup> and June 16<sup>th</sup> and \$550 late registration per adult, if registered after June 17<sup>th</sup>.</p> <p>Non-owner adult virtual: \$210 per adult, early bird registration by May 6<sup>th</sup>, \$250 per adult if registered between May 7<sup>th</sup> and June 16<sup>th</sup> and \$290 late registration per adult, if registered after June 17<sup>th</sup>.</p>	Before Annual Convention. This will be deducted from Your Convention Allowance, if available; otherwise, You must pay it.	You must pay a registration fee to help defray a portion of the cost of hosting the Annual Convention. To assist You in attending Our Convention each year, We return up to 10% of Your Royalties (not including Fixed Fees or Brand Fund Fees) to You in the form of a Convention Allowance if You have paid Your accounts on time, have completed the New Franchise Training Program (NFTP) within 90 days after You signed the Franchise License Agreement, are in compliance with Territorial Policy, and attend Convention and meetings required by Your Franchise Business Consultant/Business Development Specialist in their entirety.

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Lead fee (Note 1)	<p>A fee not to exceed \$50 for each lead referred by Us and Our affiliates (if and when you qualify); the fee is subject to change upon notice;</p> <ul style="list-style-type: none"> <li>• An additional fee not to exceed \$50 per lead where the client pays Us or Our affiliate for the job and We or Our affiliate pays You, this fee is subject to change upon notice;</li> <li>• A fee not to exceed \$15 for declining leads or not responding; the fee is subject to change upon notices;</li> <li>• A \$50 fee for canceling a lead referred by Us and Our affiliates and later performing the work, which fee is subject to change upon notice.</li> </ul>	25 <sup>th</sup> of the month after billing	You will be charged the then-current fee for leads dispatched or referred by Us or Our affiliates (including through the Customer Care Center). You do not qualify to receive these leads if You do not comply with Our then-current qualification and performance criteria, as amended from time to time. Different clients have different requirements for Franchise participation. You may be suspended from the Servpro National Accounts, Select National Accounts and Commercial Accounts programs for varying periods of time if You do not continuously comply with these guidelines or submit correct and accurate job-file uploads.
Commercial Job Fee	We may charge a fee not to exceed 10% of total invoice for all commercial jobs received from the Customer Care Center, Commercial Large Loss Division or any Servpro affiliate.	25 <sup>th</sup> of the month after billing	A fee equal to a percent of the total invoice value for commercial lead dispatched from the Customer Care Center, Commercial Large Loss Division or any Servpro affiliate.

Column 1	Column 2	Column 3	Column 4
Type of Fee	Amount	Due Date	Remarks
Third-Party Electronic Assignment and Other Source Assignment Fee	A fee not to exceed \$50 for leads assigned electronically through third- parties; this fee is subject to change upon notice. Fee for local jobs utilizing Servpro WorkCenter electronic job file integration with third-party pricing database not to exceed \$20 per local assignment. This fee is subject to change upon notice.	25 <sup>th</sup> of the month after billing	Third-party assignment fee is charged for leads where clients require or submit an electronic assignment through a third-party or other source (such as a work order system). Other source assignment fee is charged if You utilize the third-party pricing database integration to Our WorkCenter electronic job file on local jobs (leads not received from Us).
Job File Audit Fee	A fee not to exceed \$50 for an audit of certain job files. The Audit Fee is subject to change upon notice. <ul style="list-style-type: none"> <li>• A fee not to exceed \$50 for use of job file and audit rules technology. This fee is subject to change upon notice.</li> </ul>	25th of the month after billing	You will be charged the then-current fee when a National Accounts client or Select National Accounts client requires that Your job file be audited. Job files requiring multiple audits due to Your job file deficiencies may result in additional Audit Fees. Additional fees will be incurred for utilization of third-party job file technology when creating and/or reviewing estimates in the third-party software.
Renewal fee (Note 1)	\$5,000 if timely and an additional \$1,000 if the renewal date is extended, subject to change upon 30 days' written notice, but not to exceed \$10,000	Before renewal is effective	You must pay Us Our then-current renewal fee when You renew Your Franchise License Agreement. If You do not complete the renewal requirements by Your expiration date and We permit late renewal, You must pay an additional \$1,000 to extend the renewal date. The renewal fee is subject to change upon 30 days' written notice.
Administrative fee (Note 1)	\$500 per license	Fee due with application	You must pay Us an administrative processing fee for any and all modifications made to Your Franchise License Agreement at Your request or required by Us due to actions You have taken, or when We provide services for which a fee is not specified.

Column 1	Column 2	Column 3	Column 4
Type of Fee	Amount	Due Date	Remarks
UCC filing fee	\$100 per UCC filed or amended	Fee due at time of filing or amending	If We or Our affiliates file a UCC or amend a UCC filing as a result of a Franchise License modification, there will be a charge of \$100 per UCC filed or amended.
Resale referral fee (Note 1)	Up to 10% of gross sales price, including goodwill, equipment and license	Before transfer is effective	If We or Our affiliates assist in finding a prospective purchaser for all or a portion of Your Franchise, or if We or Our affiliates refer a prospective purchaser to You, You must pay a resale referral fee if the prospective purchaser purchases all or a portion of Your Franchise.
<i>ServproNET</i> <sup>®</sup> (Note 1)	Initial hook-up to Our network using Our Internet Access Package is included in the Equipment and Products Package	No fee	We may charge You for future updates to <i>ServproNET</i> <sup>®</sup> (see Item 11).
WorkCenter <sup>™</sup> (Note 1)	\$200 per month for 60 months beginning the 1 <sup>st</sup> day of the third month after You sign the Franchise License Agreement, subject to change. After the first 60 months, the fee will be \$133 per month due the 1 <sup>st</sup> of each month thereafter	Net 30 after billing	Included in Servpro Equipment and Products Package for franchisees entering NFTP. This is Our proprietary lead entry, estimating, reporting and job file and office management software.
Restocking fee (Note 1)	15%	Will be deducted from Your refund	A restocking fee is charged on all permitted equipment or product returns.
Late reports or late payment (Note 1)	\$50 late fee for each Report or payment made after its due date	When payment is overdue	If You do not report and pay Royalties, Fixed Fees, Brand Fund Fees or any other accounts owed to Us in full by the established deadline or for any other breach, You must pay a late reporting fee, interest accrues on unpaid amounts at 2% per month (or the highest rate allowed by law), Your Convention Allowance and Royalty Volume Discount are disallowed, and lead dispatches or referrals from Us or Our affiliates (if available) will be suspended.

Column 1	Column 2	Column 3	Column 4
Type of Fee	Amount	Due Date	Remarks
Examination (Note 1)	Cost of conducting an examination is \$500 per day whether conducted from Our offices or Your premises, plus lodging and travel costs to and from Your location	Net 30 after billing	If Your Business Records are examined and it is determined that You have underreported Gross Volume or otherwise underpaid Royalties, Fixed Fees, Brand Fund Fees or any other fees or accounts, You will lose the Royalty Volume Discount and Your Convention Allowance for the entire Period of Noncompliance and each subsequent month until the underreporting is corrected. You must pay the cost of the examination in addition to any delinquent amounts owed, plus interest at the rate of 2% per month (or the highest rate allowed by law) on all delinquent amounts.
Failure to keep records (Notes 1 and 5)	Up to \$5,000 per month	Net 30 after billing	If Your Business Records are examined and it is determined that You did not comply with Your record-keeping obligations, You may be assessed a fee for each month in which You did not comply.
Territorial Policy violations (Notes 1 and 5)	Up to \$5,000 per occurrence or up to 2 times the amount involved in each violation, whichever is greater	Net 30 after billing	We may assess liquidated damages and/or disallow Convention Allowance, referral fees, and/or Territorial Commissions as well as remove You from National Accounts, Select National Accounts or Commercial Accounts participation for each violation of Our Territorial Policy.
Indemnification (Note 1)	Our actual costs	Upon demand	You must indemnify Us and hold Us harmless from any fines, claims, judgments, damages, costs and expenses of any nature, including attorneys' fees and expert witness fees, that We incur as a result of Your Franchise.
Miscellaneous (Note 1)	Our actual costs	Upon demand	You must pay Our costs and expenses, including reasonable attorneys' fees, that We incur in a dispute over Our relationship with You or the Agreement unless You prevail on all issues in the dispute.



Column 1	Column 2	Column 3	Column 4
Type of Fee	Amount	Due Date	Remarks
Taxes	Amount imposed by federal, state, and local tax authorities on any fees or amounts payable to Us by You	Upon Demand	You must pay to Us an amount equal to any sales or use tax, gross receipts tax or similar tax (other than income tax) imposed on Us with respect to any payments to Us.

Notes:

1. \*These fees are uniformly imposed by Us or Our affiliates, payable to Us or Our affiliates, and collected by Us or Our affiliates and are non-refundable. If You do not pay the required fees, Your delinquency information will be turned over to the Servpro Credit Department. The amount will be invoiced to Your product account and will be cause for a Notice of Default – Breach, if not paid timely.
2. “Gross Volume” means all revenue of the Franchise from all goods and services sold, rendered, invoiced, billed, performed, bartered or traded from, through, by or on account of operation of the Franchise or use of the Marks, whether directly or indirectly through You or any other person or entity You may refer to or contract with, and all other income of any kind and nature related to or connected with the Franchise and Franchise Services, including referral fees, finder's fees, and products, equipment or other items rented and sold. You agree to identify and report such Gross Volume each month by all receipts together with the total of any invoice or billing on which a partial payment has been received. All such receipts, invoices and billings, whether collected directly by You or collected by another person or entity, will be included in Gross Volume. You agree to exercise and document efforts to diligently collect invoices and billings. Any services offered or performed by You or any Owner, or any business owned and/or controlled in whole or in part directly or indirectly by any Owner, You, or any entities controlled by, controlling or under the common control of You or any Owner (such as an affiliate), that is the same, similar, related to, connected with, or competitive with the Franchise or Franchise Services or the System are part of Gross Volume subject to Royalty, Fixed Fee and Brand Fund Fee payments. Gross Volume also includes Franchise Services offered or performed by any person or business entity also located at Your primary place of business, or from which You or any Owner benefits directly or indirectly, wherever located. We will determine whether or not any such services or businesses are within the definition of Gross Volume and/or Franchise and/or Franchise Services and are subject to such payments. If You question whether or not particular services or businesses are subject to Royalty, Fixed Fee or Brand Fund Fee payments, You must obtain prior written authorization from Our authorized officer in advance of operating such businesses or performing such services to qualify to be excluded from Royalty or other fee payments.

Gross Volume excludes the sale of products which are purchased from Us or Our affiliates and designated by Us as “retail products” for resale.

3. “Sub-contract services” are services performed by an independent third party retained by You, which must be substantiated by an invoice or billing from an unrelated source. Services

performed by You or any Owner, by any business owned and/or controlled directly or indirectly by You or any Owner in whole or in part, by any affiliates, or by another SERVPRO® franchisee are not Sub-contract Services for Royalty reporting and payment purposes and are subject to full Royalty schedule under Sub-contract Services and other fee payments; provided, however, reconstruction or construction services performed by You or any Owner, by any business owned and/or controlled directly or indirectly by You or any Owner in whole or in part, or by any affiliates (“Contractor”) can qualify as Sub-contract Services under the following conditions: (1) Contractor must have a valid contractor’s license and any other required approvals, certifications and licenses in good standing for each jurisdiction where such services will be performed, and a copy of any such licenses, approvals and certifications must be provided to Us within 5 days of Our request; (2) Services are limited to reconstruction or construction; (3) Contractor must use estimating software approved by Us on each job; (4) You must keep separate financial records and required insurance coverage on the Franchise and the portion of the business performing such services or the separate business performing such services as We may specify from time to time and make the Contractor’s records available for examination upon request; and (5) Contractor must adhere to the restrictions on internet and electronic advertising, telephone numbers, directory listings, and advertising/marketing for such services and otherwise comply with the Territorial Policy and Our Brand Identity Guide.

Tear out, demolition, removal and disposal are subject to full Royalties.

You may not sub-contract fire, smoke, water, wind, and other damage cleaning, restoration and mitigation, or mold remediation services, or cleaning and disinfection to limit the survival of viruses and emerging viral and bacterial pathogens, or refer or otherwise delegate or assign such services to a third party other than another Servpro franchise.

Asbestos, Lead and Other Services. If You or any Owner, any business owned and/or controlled directly or indirectly by You or any Owner in whole or in part, or any affiliate offers or performs asbestos abatement and/or asbestos testing or lead abatement, construction or any other services outside of cleaning, fire, smoke, water, wind, flood and other damage cleaning, restoration and mitigation, and mold remediation, the following apply: (a) We recommend that You create a separate business entity for performing such services; (b) These additional services will be subject to Our then-current Territorial Policy, including on internet and non-internet/electronic marketing and advertising, telephone numbers and directory advertising for such services; (c) You or the separate business entity shall carry separate insurance providing coverage for these additional services in the required amounts; (d) You or the separate business entity will keep accurate accounting records; (e) Any services related to or connected with Franchise Services will be included in the Gross Volume of Your Franchise and are subject to Royalty and other enumerated payments; (f) Any services provided to any customer or client who was first a customer or client of Your Franchise will be included in the Gross Volume of Your Franchise and are subject to Royalty and other enumerated payments; (g) Any asbestos testing and abatement and lead-testing and abatement services will be included in Gross Volume of Your Servpro franchise and may be subject to full Royalty and other enumerated payments; (h) Any such business will be subject to Our standard audit provisions; and (i) You must obtain and maintain all necessary approvals, certifications and licenses for the jurisdiction.

4. The Royalty and Fixed Fees are calculated on monthly Gross Volume, *excluding* Gross Volume from Sub-contract Services, as follows:

Monthly Volume Thresholds If Monthly Gross Volume, excluding Sub-contract Services is between	Royalty Payment	Plus Fixed Fee
\$0 - \$12,487.99	10%	\$45
\$12,488 - \$20,812.99	9%	\$65
\$20,813 - \$31,219.99	8%	\$85
\$31,220 - \$41,625.99	7.5%	\$95
\$41,626 - \$72,844.99	7%	\$115
\$72,845 - \$104,064.99	\$5,099 plus 6.5% on amount over \$72,844.99	\$115
\$104,065 - \$156,096.99	\$7,128 plus 6% on amount over \$104,064.99	\$115
\$156,097 - \$208,128.99	\$10,250 plus 5.5% on amount over \$156,096.99	\$115
\$208,129 – Over	\$13,112 plus 5% on amount over \$208,128.99	\$115

Please see the end of this Footnote 4 for potential changes in the Volume Thresholds and Fixed Fees.

The Royalty on Sub-contract Services is calculated at 5% of Gross Volume from Sub-contract Services until the cumulative calendar year-to-date Gross Volume from Sub-contract Services exceeds \$40,257 (“the Sub-contract Services Threshold”), at which time the Royalty on Sub-contract Services is calculated with the Royalty volume discounts below:

This table is to be used each month of each calendar year when Gross Volume from Sub-contract Services exceeds the Sub-contract Services Threshold year-to-date.

Monthly Volume Thresholds If the Monthly Gross Volume from Subcontract Services is between	Royalty Percentage Pay Sub- contract	Plus
\$0 - \$10,405.99	4.5%	\$0
\$10,406 - \$20,812.99	4% on amount over \$10,405.99	\$468
\$20,813 - \$31,219.99	3.5% on amount over \$20,812.99	\$884

Monthly Volume Thresholds If the Monthly Gross Volume from Subcontract Services is between	Royalty Percentage Pay Sub- contract	Plus
\$31,220 - Over	3% on amount over \$31,219.99	\$1,249

Please see the end of this Footnote 4 for potential changes in the Volume and Other Thresholds and Fixed Fees.

If You are new to the System and purchase a new franchise from Us or purchase a franchise business from one of Our existing franchisees that provided less than \$100,000 in reported volume in the most recent 12 months, You do not receive any Royalty volume discounts until You attend and complete Our Business Development Program (BDP). Business Development Program is a 5-step training program. BDP Step 1: Prerequisite Progress (preparing Your business prior to classroom attendance/On-The-Job training (OJT) - OJT means observing actual work being performed in a Franchise designated by Us in your region, with emphasis on the key areas of the business, typically sales, production, and office; Step 2: Prerequisite Consultation (Virtual and/or on-site Franchise Business Consultant (FBC) consultation); Step 3: New Franchise Training Program (“NFTP”) (15-day online training through the SERVPRO Learning Management System (“LMS”) or classroom-based, instructor-led training in Gallatin, Tennessee); Step 4: Business Set-up (4-5 day virtual or on-site FBC consultation); and Step 5: Business Consultation meetings (minimum of 3) are to be held at the Franchise location or virtual meeting. The first of 3 minimum Business Consultation meetings are to be held 30-45 days after the completion of NFTP. Each remaining meeting should follow at approximately 30 day intervals; provided, however, depending upon progress, Business Consultations are expected to be completed within 120 days of Set-up week. The minimum number of consultation visit days would be 3. These visits will typically be one or more days at a time. Depending on progress, the BDP process may take longer than 6 months.

New franchisees may become eligible to receive Royalty volume discounts sooner than 6 months if all of the following conditions are met:

1. The franchisee has completed 4 months of operation post-Set-up Training.
2. The volume exceeds \$10,000 per month (month 4 and after).
3. All 3 Business Consultations have been successfully completed with FBC, approved and processed by Us.

Prior to that time, You must pay all royalties at the rate of 10% plus the Fixed Fee according to actual volume. At no time will Gross Volume Royalty discounts be available to You prior to a report month that begins 6 months after Our execution of Your Franchise License Agreement. If You do not complete Business Set-up and Business Consultations within 6 months of completion of NFTP, You could be suspended from participating in Servpro’s National Accounts Program.

If You renew a Franchise, purchase an additional franchise from Us, or purchase a franchise business from one of Our existing franchisees that produced more than a certain designated volume, currently \$100,000 in the prior 12-month period, but You do not complete Our then-current training required for a renewal or purchase of additional or existing license, as applicable, within the then-current required time period, You lose all Royalty volume discounts and must pay all royalties at the rate of 10%, plus the Fixed Fee according to actual volume, and You will not be able to participate in Servpro's National Accounts, Select National Accounts or Commercial Accounts Programs until You satisfactorily complete the required training.

Each month during the franchise term, commencing with the Franchise License Agreement's effective date, in addition to the obligation to pay a Minimum Royalty Fee in accordance with Section 3.4 of the Franchise License Agreement, You must pay Us a percentage of 10% of the Gross Volume of the Franchise ("Royalty"), subject to the Royalty volume discounts in Section 3.3(a) of the Franchise License Agreement, plus an additional fixed amount (the "Fixed Fee"). Payment is due to Us on a reporting month established in accordance with Section 3.8 of the Franchise License Agreement. We have the right (but not the obligation) to increase the following by any amount up to the full change in the Consumer Price Index for All Urban Consumers (CPI-U), for the U. S. City Average, all items, not seasonably adjusted, 1982-84=100, as published by the Bureau of Labor Statistics:

- i. Monthly Volume Thresholds for Royalty discount rates;
- ii. Monthly Volume Thresholds for Royalty on Sub-contract Services discount rates;
- iii. Fixed Fees; and
- iv. Sub-Contract Services Threshold calendar year-to-date.

Adjustments to i., ii., and iii. may be made upon 30 days' advance written notice to You. Adjustments to iv. may be made in January of each year upon notice.

We expect to make adjustments to the various thresholds and fixed amounts that we determine are necessary to reflect cost of living changes.

If You are a new franchisee and own a company that performs work that is the same or substantially similar to the Franchise Services, We may allow You to exclude some of Your existing volume from royalties for a limited time if Your gross revenues in the previous 12-month period exceed \$100,000. This exclusion is forfeited if You fail to report or pay royalties in full on a timely basis. Your company's books, records, tax returns, bank accounts, and operations will be subject to the same review and audit as Your Franchise.

5. The imposition of liquidated damages may be restricted in Your state.

*[Item 7 begins on next page]*

**ITEM 7  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

Column 1 Type of expenditure	Column 2 Amount (Low)	Column 2 Amount (High)	Column 3 Method of Payment	Column 4 When Due	Column 5 To whom payment is to be made
Initial Franchise Fee (Note 1)	\$90,000	\$90,000 plus \$1,000 per 1,000 population over maximum	Note 1	When You sign the Franchise License Agreement	Us
Vehicle (Note 2)	\$2,200	\$37,600	Note 2	Note 2	Note 2
Equipment and Products Package (Note 3)	\$104,000	\$104,000	Note 3	Note 3	Our Affiliate
Supplies (Note 4)	\$4,100	\$9,100	As Incurred	Before Opening	Our Affiliate and Independent Vendors
Insurance (Note 5)	\$4,300	\$6,200	As Arranged	When Arranged	Independent Vendors
Advertising and Promotional (Note 6)	\$270	\$1,600	Cash	As Incurred	Independent Vendors
Training, Travel, Lodging and Food (Note 7)	\$600	\$2,000	As Arranged	As Incurred	Independent Vendors
Deposits, Permits and Licenses (Note 8)	\$750	\$2,750	As Arranged	As Incurred	Independent Vendors
Legal and Professional Fees, Accounting Services, On-Line Tax Table Service, QuickBooks® Online Training and WRT Training and Certification (Note 9)	\$1,700	\$2,200	As Incurred	Before Opening	Independent Vendors
Xactimate® and/or other third party estimating and pricing software and training	\$1,100	\$2,700	As Incurred	As Incurred	Xactware and/or other Independent Vendor
Additional Funds - 3 months (Note 11)	\$32,250	\$37,625	Cash	As Incurred	Various Payees

Column 1 Type of expenditure	Column 2 Amount (Low)	Column 2 Amount (High)	Column 3 Method of Payment	Column 4 When Due	Column 5 To whom payment is to be made
Real Estate (Note 12)	\$0	\$6,000	Note 12	Note 12	Note 12
Total (Note 13)	\$241,270.00	\$301,775.00 + \$1,000 per 1,000 over maximum population, plus any real estate costs	Note 13	Note 13	Note 13

\*Unless otherwise stated, none of the expenses described in this chart are refundable.

Notes:

1. See Item 5 for more information about the initial franchise fee (the “Franchise Fee”). The minimum Franchise Fee is \$90,000. We may agree to finance a portion of the Franchise Fee depending upon Your creditworthiness, the collateral which You have available to secure the loan and Our then-current lending policies, or other financing may be available, as explained in Item 10. Monthly loan payments depend upon the amount financed. The Franchise Fee is not refundable except as described in Item 5. A Territory will contain a population ranging from 50,000 to 80,000. A larger territory may be allowed under certain exceptional circumstances (e.g., densely-populated urban areas or a high percentage of the prospective territory is impoverished). Additional territory, if available, is priced at \$1,000 per 1,000 population. Otherwise, if You want a larger Territory, You must purchase an additional license.
2. You need at least 1 vehicle for the Franchise. You may, but are not required to, purchase Your vehicles from Our affiliate. Each vehicle must be of the type that meets Our standards, be in good condition, be painted according to Our color and design specifications and have the Marks professionally applied before the vehicle is put into service. The decals for 1 vehicle are included in the Equipment and Products Package. An existing vehicle can be converted for use in the Franchise, or You may purchase or lease a new or used vehicle, in both cases meeting Our specifications. The estimated “low” estimate reflects the cost of painting and applying the Marks to an existing vehicle which otherwise meets Our standards and is estimated to be \$2,000 to \$3,300. The estimated “high” estimate reflects purchase of a new vehicle meeting Our standards plus painting and having the Marks applied. If You purchase from Our approved vendor, You may take delivery of Your vehicle during NFTP after signing all required paperwork and drive it home or make arrangements with a third party to have the vehicle driven to Your location. If Our affiliate delivers Your vehicle, delivery costs will generally include compensation to the driver at \$25 per hour (plus overtime), plus a per diem for meals, actual costs of lodging if the driver is required to stay overnight due to distance, actual gasoline expenditures and return air transportation.
3. You must purchase the Servpro Equipment and Products Package from one of Our affiliates; it includes the initial equipment, cleaning products, and some of the office supplies needed

to begin operation of the Franchise. (See Item 11 for further information about computer hardware and software applications and platforms.) We encourage You to maintain at least 1 month's supply of cleaning products. The products in the Equipment and Products Package will last from as little as 1 month to as long as 2 years depending upon the product and the type of work You perform. Your products and equipment must meet Our standards.

4. You must equip a small office. At a minimum, You need a desk, chairs, filing cabinets, bookshelves, telephone and telephone service, the latest available iPad with a minimum of 32GB, latest version of iOS and the latest version of Safari® or Google Chrome®, with updates as available. Wi-fi and cellular service is required. Your choice of carrier (requires recurring monthly fee), software applications and platforms, Internet access provider (bandwidth greater than 4mbps download, 2 mbps upload), cellular phone and service, answering service, OSHA approved storage cabinet for flammable/combustible cleaning agent (may not be required in all locations), uniforms, general office supplies and storage shelves. You also must purchase appropriate OSHA and governmental wage and hour notices, various tools and utility supplies, such as ladders, small tools, first aid kits, safety equipment, including safety supplies, and personal protection equipment.
5. You must purchase the insurance coverage described in Item 8. Insurance costs will vary depending on the insurer You choose, Your location, the number of vehicles to be insured, Your driving record (or Your employees' driving records), the number of employees You have, the size of Your business and other factors bearing on risk expense practices which apply to Your particular locality. Our estimate is for the first 3 months of general liability insurance, pollution liability insurance, property casualty insurance, bailee insurance, data/cyber security liability insurance, and Limited Service and Repair Liability. Franchisees usually pay a full year premium in advance through a premium finance company and make monthly payments. It does not include vehicle insurance coverage or workers' compensation insurance. If You have employees, You will also incur expenses for workers' compensation insurance. We are unable to estimate amounts for vehicle coverage and workers' compensation insurance because the requirements and rates vary widely from place to place. If You wish to participate in referrals from "Select" insurance company and commercial clients, You must purchase Limited Service and Repair coverage ("LSR") with per occurrence and aggregate limits of \$500,000.
6. You will need to market, promote, and advertise locally in the start-up phase and afterward to help establish Your business in Your locality and generate customer leads. These expenses include advertising and promotional activities. You will receive a website presence at no additional charge.
7. These estimates are calculated after application of the Training Allowance. Please see Items 6 and 11 of this disclosure document and Section 8.2 of the Franchise License Agreement regarding the Training Expense Allowance for 2 owners to attend the New Franchise Training Program ("NFTP"). The "low" estimate includes meals and one double occupancy hotel room. The "high" estimate reflects payment of additional training expenses, which only apply if You require 2 hotel rooms or send more than 2 owners to NFTP. The "high" estimate also includes an additional amount if the Training Allowance is not sufficient for Your circumstances. Your actual cost may vary, depending on the distance to be traveled, Your method of travel, and Your personal circumstances.



8. We do not require any prepaid deposits, permits or licenses before You begin operation of Your Franchise, but Your particular state or locality may have such requirements. You must obtain any permits or licenses required in Your state and/or locality for performing the services of the Franchise, which may include mold remediator licenses and/or contractors licenses. The Environmental Protection Agency (“EPA”) has issued a rule concerning lead paint that applies to work performed on pre-1978 homes where lead paint can be disturbed by restoration and other businesses, known as the *Renovation, Repair and Painting* (“RRP”) program, with mandatory training requirements for certification and work practices. You must attend this training and obtain certification. This training is not provided by Us. We believe the cost of the one-day training course is approximately \$250, while certification is approximately \$300. You should consult Your attorney or local city, county and state authorities about the specific legal requirements for payment of sales and use tax and business licenses and related types of expenses in Your area.
9. You must hire an accountant to set up Your initial financial statements in QuickBooks® Online, and subscribe to Intuit’s On-Line Tax Tables, prior to attending NFTP. You must also complete a QuickBooks® Online seminar during Your New Franchise Business Consultation Meetings.
10. We charge You a registration fee to help defray a portion of Our cost of hosting the Convention each year. Refer to Item 6 Other Fees for convention registration amounts. We return up to 10% of Your Royalties (not including Fixed Fees or Brand Fund Fees) to You in the form of a Convention Allowance each year to assist You in attending Our Convention if You have paid Your accounts on time; You completed NFTP within 90 days after You signed the Franchise License Agreement; You are in compliance with the Franchise License Agreement, including Territorial Policy; and You attend Convention in its entirety. The registration fee is deducted from Your Convention Allowance not more than 30 days after the Convention if You have a sufficient balance in Your Convention Allowance. Otherwise, You must pay Us directly. (See Items 6 and 11 for further information.)
11. We recommend that You have additional funds available during the start-up phase of Your Franchise. These amounts are Our estimates of the amount needed to cover Your expenses for a 3-month period from the date You open for business based on an owner-operated business. The estimate does not include any wages or salaries or benefits for employees or any allowance for an owner's draw. These figures are only estimates. We cannot assure You that You will not have additional expenses starting Your Franchise. Your actual costs will vary according to Your approach to the Franchise; Your management skill, experience and business acumen; local economic conditions; the local market for the Franchise’s services; the prevailing wage rate in Your market; competition and the rate of growth of Your Franchise. We recommend that You obtain independent estimates from third-party vendors of the costs that would apply to Your establishment and operation of a Franchise or discuss the economic experience of opening and operating a Franchise with Our current and past franchisees. The estimated initial investment and other estimates in this disclosure document do not take into account Your personal living expenses, any personal debt service, ongoing working capital requirements, accounts receivable financing or other costs. We estimate that You can expect to put additional cash into the business during the first 3 to 7 months, and sometimes longer, but We cannot estimate or promise when, or whether, You will achieve positive cash flow or profits. We have not provided for capital or other reserve funds necessary for You to reach “break-even,” “positive cash flow,” or any other financial position. We do not furnish or authorize Our salespersons or anyone else to furnish

estimates as to those amounts. We recommend that You review these amounts carefully with Your business advisors.

12. The purchase of real property is not necessary. When You rent a place of business, You may expect additional investment requirements. When You enter into leases or purchase business locations, You must have that business location within Your Operating Territory unless You receive advance approval in writing from Servpro of another business location.
13. All of the fees listed as payable to Us or Our affiliate are non-refundable. The other fees or payments may be refundable depending on the particular supplier's terms of sale. We relied on Our experience to compile these estimates of the range of initial start-up expenses You may incur. The actual amount of additional funds You will need depends on a variety of factors, such as whether You extend credit terms to customers, the time of year You start Your business, Your own management skill, economic conditions, competition in Your area and other factors. The amounts given may be subject to increases based on changes in market conditions, cost of providing services and future policy changes. Financing for some of the above costs may be available as described in Item 10.

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

To help protect and enhance the integrity of the brand and the franchise system, and as good business practice, We expect Our franchisees to provide quality, uniform and consistent service to their customers. You must maintain the highest standards of quality and work and provide the highest quality service to Your customers. We may specify, and modify as necessary, particular performance, appearance, operations and other standards in Our Manuals, by Bulletin or otherwise in writing. We may, in Our sole discretion, require equipment, professional cleaning products and other products and materials to be purchased exclusively from Us, Our affiliates, or other approved suppliers or distributors.

All advertising and promotional materials, signs, equipment and other items We designate must bear the Marks in the form, color, location and manner We specify. Your advertising and promotion must meet Our standards. You may prepare and use Your own advertising or promotional materials subject to Our written guidelines and must receive prior approval before doing so. You must follow Our Territorial Policy in Your promotion and solicitation on behalf of Your Franchise and Your distribution of advertising.

Before You open for business, You must obtain insurance coverage We specify and any other insurance required by Your state or locality. You must name Us, Our manager, and certain of Our affiliates, officers, directors, employees and agents as additional insureds and ask Your carrier to give Us a certificate of insurance. You must purchase this insurance coverage from an approved carrier that provides the required coverage. You must keep insurance policies in force at all times during the franchise term sufficient to protect your business. Our current minimum limits, coverage and requirements, which may be modified from time to time in writing, are set forth below:

1. Commercial general liability (CGL) with a per-occurrence limit of \$3,000,000 and an aggregate limit of \$5,000,000. These limit requirements remain the same if You have more than one license. You must secure pollution and mold liability coverage with a per-claim limit of \$3,000,000 and an aggregate limit of \$5,000,000. You must purchase Limited Service and Repair coverage ("LSR") with per-occurrence and aggregate limits of \$500,000 in order

to participate in referrals from the insureds of any or all of Our National Account and Select National Account insurance company vendors or Commercial Accounts. The LSR policy warrants the services and materials franchisees provide to vendors that require a warranty of work and materials. It does not cover personal injury or property damage. You may purchase the insurance described in this section from any source You choose, provided that the policy limits, policy forms, amendments and endorsements meet Our requirements. The LSR coverage, however, is only available through RRRG, a captive insurance company that Servpro Industries helped form under the federal Liability Risk Retention Act to provide insurance to Servpro franchisees that meet RRRG's underwriting guidelines. RRRG provides CGL, pollution and LSR policies at competitive rates. If You choose to purchase policies from RRRG, You must review its Information Circular and purchase \$200 worth of stock per franchise license. There is no market for the stock, and RRRG will repurchase the stock if You no longer remain an insured. We require certain amendments and endorsements to CGL and pollution policies, including third-party coverage for intentional criminal acts and uninsured sub-contractors. If You purchase these policies from RRRG, the endorsements and amendments are already a part of the policies. If You purchase Your CGL and pollution policies elsewhere, You must add these endorsements and amendments to those policies. In addition, if You purchase commercial general and pollution liability insurance from any source other than RRRG, Your agent or insurance company must submit a letter in a designated form assuring the policy meets Servpro's requirements. A copy of these requirements will be provided upon request.

2. \$1,000,000 motor vehicle liability coverage combined single limit on each owned, non-owned or hired vehicle which You will use.
3. Workers' compensation insurance classifying You as a restoration/cleaning service, covering all of Your employees, regardless of whether or not state law requires coverage. The current minimum workers' compensation limit requirements are as follows: \$500,000 each accident, \$500,000 policy limit and \$500,000 each employee. Although not required by Us, many franchisee employers also purchase employers liability insurance as a supplement to workers' compensation, and some also purchase employment practices liability coverage.
4. A currently-effective Certificate of Insurance reflecting Your full compliance with Our then-current insurance requirements must be on file with Us at all times for each of Your Servpro® Franchises. The Certificate of Insurance must name Us, Our manager, certain of our affiliates, and their respective officers, directors, employees and agents as additional insureds on Your CGL, pollution, RRRG LSR and any RRRG Special Condition liability policies You purchase with the required amendments and endorsements not offered by Your non-RRRG insurer (this will likely be required if You purchase CGL and/or Pollution policies from an insurer other than RRRG). Your insurance must be primary and noncontributory to (will not seek contribution from) any other insurance available to any Indemnitee. Your deductibles for each form of insurance may not exceed \$10,000 per policy. The pollution Certificate of Insurance must also specifically confirm Your coverage for pollution, mold and incidental disturbance of lead and asbestos. Commercial General Liability must be written on an occurrence basis, \$3,000,000 each incident with \$5,000,000 aggregate. Contractors Pollution Liability may be written on claims made basis, \$3,000,000 each incident with \$5,000,000 aggregate. Professional Liability with \$250,000 limit and maximum deductible of \$10,000 may be added as endorsement or obtained as a separate policy for federal EPA lead paint testing requirements.

5. We reserve the right to require You to purchase tail insurance coverage in the types and amounts designated from time to time for up to 3 years following transfer, non-renewal, expiration, or termination of Your Franchise License Agreement.
6. You must obtain property casualty insurance sufficient to protect Your business, including Your office, equipment and warehouse. You must also carry bailees coverage with a minimum of \$250,000 for customers' property while temporarily under Your care, custody and control whether onsite storage you maintain at customers' locations, in transit or in storage at your warehouse or another storage facility when You remove from their premises. You must also carry the type and amount of data/cyber-security insurance that We recommend from time to time, with current limits a minimum of \$250,000.

We reserve the right to require Employment Practices Liability Insurance and/or Employer's Liability upon 60 days' notice. We also reserve the right to require coverage amounts commensurate with higher Gross Volume and larger jobs upon 30 days' notice.

National Accounts Insurance Requirements Summary:

	Select National Accounts, Commercial Accounts	Decline National Accounts
CGL Insurance Policy	Yes	Yes
Pollution Insurance Policy	Yes	Yes
Limited Service & Repair	Yes	No
Bailees/CyberSecurity	Yes	Yes

We may develop additional insurance criteria for voluntary participation in Our larger commercial and storm programs.

The Servpro system has relationships with national and regional insurance companies and commercial accounts, such as businesses of all types and sizes, governmental entities and educational and health care institutions nationwide. We or one of Our affiliates (including Our Customer Care Center (Call Center)) dispatches or refers job leads to Servpro franchisees nationwide, if You qualify. However, You should not rely on these job leads from Us or Our affiliates for revenue. You should rely on Your own marketing efforts and develop a fine reputation for performing quality cost-effective work as Your main source of business and repeat business. You may become eligible to receive job leads from Us or Our affiliates for insureds with properties in Your Operating Territory. Participation in National Accounts, Select National Accounts and Commercial Accounts is voluntary; however, some of the Select National Account clients, National Account clients and Commercial Account clients require You to comply with these terms, whether or not You choose to participate in these programs. You may be eligible to receive job leads for insureds with properties in nearby open territory (areas where there are no Servpro franchisees) after 1 year of operation, provided You have a full-time marketing representative not including the Franchise's owners. However, this is solely at Our discretion and is not something You should rely upon.

National Accounts programs are clients with which We or an affiliate has a defined relationship, generally memorialized with a Bulletin, through which they communicate required procedures for vendors performing services for their insureds. Select National Accounts are generally insurance company clients and commercial clients who impose more extensive requirements through formal contracts with strict performance and service levels and indemnification and work guarantees for the work produced by You and Your subcontractors as a condition of serving their insureds and facilities. You must sign Our Select National Accounts Participation Agreement (“SNAPA”), attached as Exhibit O, to receive job leads from those insurance companies and their insureds whereby You agree to abide by specific criteria. In addition, You must meet specific criteria to be eligible to perform work for the Select National Account clients. By signing the SNAPA and CAPA (described below), You agree to abide by Our and the clients’ specific and, sometimes, unique terms and conditions for serving these clients and their insureds, which are posted online and communicated through Bulletins. These criteria include annual background checks for employees, subject to applicable law, good financial standing, insured subcontractors, meeting Our minimum computer hardware and software standards and usage, customer complaints resolution, attendance at Our meetings and Convention, 24-hour emergency response, timely and accurate uploads and audits of job files, vehicle appearance guidelines, uniforms and, for some clients, additional criteria such as qualifications for repairs, reconstruction and construction. Background checks are intended to maintain Our brand standards and promote the safety of Your customers. In addition, You must carry insurance on specific forms, as well as specific endorsements. Please review the qualification criteria in the National Accounts Qualification at Exhibit P. If You purchase insurance from a company other than RRRG, this insurance must meet Our then-current requirements, and Your agent or insurer must verify in writing that Your insurance meets Our criteria. Alternatively, We may submit Your proposed insurance to an expert We choose to make a determination, and You may be responsible for a review fee of up to \$1,000.

We or an affiliate has negotiated similar Commercial Accounts programs for commercial clients, including business premises of all types and sizes, warehouses, offices, factories, governmental entities, and educational and health care institutions, all of which will contain qualification criteria and requirements no less stringent than Select National Accounts and likely more extensive. New franchisees may not qualify. You must sign Our Commercial Accounts Participation Agreement (“CAPA”), attached as Exhibit Q, to receive job leads for which You qualify from those companies whereby You agree to abide by specific criteria. You must sign CAPA and meet Our then-current qualification criteria, attached as Exhibit R, to receive commercial referrals from the Servpro Customer Care Center. These criteria may include experience, staffing, equipment, training, job-file accuracy, insurance and finances.

Reconstruction services, also called “full service” programs are offered to insurance companies, commercial and other clients, which may include residences and business premises of all types and sizes. These construction lead services will generally be performed following mitigation and restoration services You perform, but You may be asked to provide these services upon separate request. New franchisees may not qualify.

We or an affiliate may, but is not obligated to, negotiate other national programs for other service lines You may offer, which may include fire damage pack out and cleaning, mold, bioremediation (trauma, crime scene, blood borne pathogen cleanup), cleaning and disinfection, general cleaning, and perhaps other services. The qualification criteria and participation agreements may be similar to or exceed those described above.

Our affiliate, Servpro Commercial, LLC, establishes relationships with commercial property owners and property managers. Servpro Commercial, LLC dispatches job leads to qualified Servpro franchisees nationwide. However, You should not rely on Servpro Commercial, LLC job leads for any portion of Your revenues. The qualification criteria to be eligible to perform work for Servpro Commercial, LLC clients are nearly identical to that for Select National Accounts. You must also sign a Commercial Accounts Participation Agreement, attached as Exhibit Q, to receive job leads from Servpro Commercial, LLC clients.

With the exception of National Accounts, Select National Accounts and Commercial Accounts, You may set Your own prices; however, we ask you to generally follow industry-accepted pricing practices for all services you perform, which can be found in standard third party pricing platforms, such as Xactimate or others. Reasonable deviations should be supported by documented sound business reasons. An industry standard unit pricing platform has emerged: Xactimate®, prepared and updated monthly by Xactware, Inc. You may be required or expected by Your clients to use Xactimate® when performing and billing Your work. Xactimate® was originally designed as a survey to provide guidance regarding pricing charged around the country by service providers to the property casualty insurance industry. Increasingly, however, those paying for services, including insurance companies and commercial property insurers and managers, adopt Xactimate® as their pricing standard. More information about Xactimate® is available at [www.xactware.com](http://www.xactware.com). Some insurance companies or other entities may require a different software for estimating, other than Xactimate®. If You accept a job for one of these companies, You will be required to use that required software.

As described above, the Servpro National Accounts Division solicits and negotiates national and regional agreements for services of the Servpro franchise system, primarily with insurance companies and commercial property owners and managers. As the emergency water, fire, wind, and smoke cleanup and restoration industry becomes more competitive, We expect national insurers and commercial properties to seek to consolidate their service providers and establish national programs with the most competitive. Due to this competitive environment, Servpro must be competitive in its negotiations. As such, Servpro may negotiate some or all of the following: pricing platforms; pricing concessions; billing and file audits by Servpro; the use of specific paper and/or electronic files; strict service-level requirements, including timelines; “score cards” tracking Your compliance with required service levels; penalties for failure to meet service levels such as being “red lighted” (removed) from these programs for varying periods of time; industry standard training and credentialing; and waiting periods for new franchisees to participate. The Servpro WorkCenter™ uses a data visualization and reporting program to analyze Your performance on Your jobs, such as time to contact a customer, on-site time, drying days, office days, total job cycle time, average billing, average price per square feet, demolition percentage of job, category of water, and customer satisfactions, which categories may change from time to time.

When You purchase a Franchise, You must purchase the standard Servpro Equipment and Products Package from Our affiliate. This equipment includes two portable extractors used for extracting water and a carpet cleaning machine, professional dehumidifiers, air movers and other cleaning and restoration tools. The items included in the Equipment and Products Package are changed periodically to reflect changes in the cleaning and restoration industry and franchisees' needs. You will be disclosed with the contents of the current package when You are disclosed with this disclosure document. If You finance Your franchise purchase, property damage coverage is required to protect Our or Our affiliate's security interest in the Equipment and Products package until Your note is paid.

You must purchase or lease Your vehicles, equipment, uniforms, certain computer hardware and software applications, office supplies and trademarked items under specifications. Our specifications include standards for performance and appearance, including color and trademarks. While Our affiliates sell vehicles meeting Our specifications, You are not required to purchase a vehicle from Our affiliate.

You must purchase or lease Your equipment, professional cleaning products, inventory, supplies and other products and materials required for the operation of the Franchise from Us, Our affiliates, or other approved vendors, generally the types listed in the Servpro Equipment and Products Package List. From time to time. We will notify You in writing of the approved vendors. Some terms are only available if You purchase from Us or Our affiliates. This is also a condition for renewal and granting of additional franchise licenses. There are no purchasing or distribution cooperatives.

If You want to purchase any such item from an unapproved supplier, You must submit a written request for approval to Us, which may be approved or denied. We do not maintain written criteria for approving suppliers; therefore, criteria are not available if You wish to propose a supplier. To obtain Our review for the alternative supplier, You must submit a written request for approval of the proposed supplier, and the supplier must meet Our then-current criteria and specifications, which may include quality of goods or services, general reputation, financial strength of the proposed supplier, indemnification, warranty, and designated types and amounts of insurance, including product liability and product recall insurance. We may have the proposed product or service tested at Your or Your proposed supplier's expense. Notice of approval or disapproval will be given to You usually within 3 to 6 weeks, depending on the nature of the product or service. The cost to You of testing could range from \$50 to \$1,000 depending on the nature and complexity of the testing for the product or service. If approval of any supplier is revoked, You will receive written notice. We may require that We or Our affiliates or other representatives be allowed to inspect the proposed supplier's facilities, insurance and warranty policies at Your or the proposed supplier's expense. We or Our affiliates or other representatives may reinspect the facilities and product of any previously approved supplier; approval of the supplier may be revoked at any time. We will require indemnification and additional insured status from any such approved supplier.

We estimate that the required purchases described above are 45% to 55% of the cost in the first 90 days to establish a Franchise and approximately 15% to 20% of ongoing operating expenses.

Except as otherwise provided in this Item 8, during the franchise term You are not obligated to purchase or lease from any designated source. You must generate job invoices that meet Our criteria through QuickBooks® Online. There is no alternate source. We are the only approved vendor for Our internet access package to ServproNET® and office management system (WorkCenter™), which must be used on all jobs. There is no alternate source due in part to the necessity of maintaining security on Our private network. This is part of the standard Servpro Equipment and Product Package. We and Our affiliates are the only approved vendors for specified products and equipment unless You obtain prior approval of an alternate supply source. The cost of these required purchases will customarily range from 2% to 8% of Your annual purchases and leases. In the calendar year ending December 31, 2023, Servpro Industries' revenue from the sale of these required purchases was \$35,442,772, which is taken from its internal business records. Some Servpro vendors attend trade shows and purchase sponsorships which help pay for the costs associated with hosting the annual Servpro Convention, Franchise Business Consultant/Business Development Specialist Regional Meetings, and other franchisee

meetings. This amount was \$681,729 in 2023 and was all applied toward actual Convention expenses incurred.

The Environmental Protection Agency (“EPA”) issued a rule concerning lead paint that generally applies to work performed on pre-1978 homes by restoration businesses, known as the *Renovation, Repair and Painting* (“RRP”) rule, with mandatory franchise training requirements for certification and work practices. This training is not provided by Us. Details of the program are on the EPA website at <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

You must use and post Internet advertising templates and a web site developed solely by Us or Our affiliate, unless otherwise approved in writing. You must solely use the web site program developed and offered through Us or Our affiliate. The value of the Servpro trademark and brand are important assets that benefit the entire Servpro franchise system. Accordingly, all postings on the Internet must portray the Servpro franchise system in a positive, dignified and business-like manner; You must remove or modify, at Servpro’s election, any material deemed by Servpro to violate this provision.

Currently there are no other items for which We or Our affiliates are approved suppliers or the only approved suppliers. Prior to March 1, 2019, Servpro Industries owned 200 shares of Class A stock and one of its officers owned the issued Class B stock in RRRG, an approved supplier for the insurance required to operate Our franchise. Since that date, Servpro Industries continues to own 200 shares of Class A stock in addition to all of the issued Class B stock. The remainder of the Class A stock is owned by RRRG’s insureds, which consist of Our franchisees.

There are no other approved suppliers in which any of Our officers owns an interest.

## ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise License Agreement	Disclosure document item
a. Site selection and acquisition/lease	2.3	11
b. Pre-opening purchases/leases	7.1 and 7.8	7, 8 and 11
c. Site development and other pre-opening requirements	2.3	6, 7, 8 and 11
d. Initial and ongoing training	7.2, 7.13 and 8.2	6, 7 and 11
e. Opening	2.6	11
f. Fees	3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 5.5, 7.1(f) and 7.1(h)	5, 6 and 7
g. Compliance with standards and policies/ Operating Manual	7.1, 7.3 and 8.1	8 and 11
h. Trademarks and proprietary information	6.1, 6.2, 6.3, 6.4 and 6.5	13 and 14
i. Restrictions on products/services offered	7.1 and 7.10	8 and 16
j. Warranty and customer service requirements	7.9	11



Obligation	Section in Franchise License Agreement	Disclosure document item
k. Territorial development and sales quotas	2.3 and 2.4	12
l. Ongoing product/service purchases	7.1	8 and 16
m. Maintenance, appearance and remodeling requirements	6.2, 6.3 and 7.6	11
n. Insurance	7.8	6 and 8
o. Advertising	7.6 and 8.5	6, 7 and 11
p. Indemnification	9.2 and 13.9	6, 9, 13 and 14
q. Owner's participation/management/staffing	2.5 and 7.11	11 and 15
r. Records and reports	4.1 and 4.2	6
s. Inspections and audits	4.3 and 4.4	6 and 11
t. Transfer	5	17
u. Renewal	1.2 and 1.3	17
v. Post-Termination obligations	6.6(b)(2) and 11	17
w. Non-competition covenants	6.6	17
x. Dispute resolution	12, 13 and 14	17
y. Liquidated Damages	2.4 and 4.4	6
z. Customer Service	7.9	8
aa. Background Checks	7.12	1 and 8

## ITEM 10 FINANCING

We may agree to finance a portion of Your acquisition of a Franchise from Us, subject to credit approval and meeting Our then-current financing criteria. If We agree to provide financing, You must make a down payment of between \$30,000 and \$50,000 in Our discretion, when the Franchise License Agreement is signed, depending on Your individual financial status. You must sign a secured promissory note and security agreement containing a time-price differential at a percentage rate between 12% and 15%, payable in monthly installments for the remaining balance of the Standard Purchase Price. An example of a Note is attached to this disclosure document as Exhibit E. Note payments will generally begin 3 months after You sign and return Your Franchise License Agreement. While the length of the repayment term is negotiable, it cannot exceed 96 months after You sign and return Your Franchise License Agreement. Any promissory note You sign may be assigned, pledged or sold to others.

If You are already one of Our franchisees and are purchasing an additional franchise license, You must meet Our qualification criteria. If We agree to finance a portion of Your acquisition of an additional license from Us, You must make a down-payment of a percentage of the purchase price We designate when the Franchise License Agreement is signed. You must sign a secured promissory note and security agreement containing a time-price differential at a percentage rate between 12% and 15%, payable in monthly installments for the remaining balance of the purchase price. Note payments will generally begin immediately, and the length of the repayment term cannot exceed 60 months.

You must give Us and, if requested, our affiliates a security interest in the assets of Your Franchises and the Agreement. All Owners, including shareholders, partners or members, and

their spouses or domestic partners must sign the Note and personally guarantee payment by signing a Guaranty Agreement (see Exhibit H).

We may at Our discretion finance Your purchase of equipment or vehicles. If equipment is purchased by a qualified existing franchisee that has been in the system for over a year, up to 100% of the purchase price may be financed. You must sign a secured promissory note under which You agree to pay the balance due in generally no more than 60 monthly installments, depending on the amount of the note, with a typical interest rate of 10%. The typical interest rate may vary depending on Your creditworthiness, down payment, security and market conditions. If equipment is purchased by a franchisee who has been in the system for less than 1 year, the same factors apply except that the typical interest rate will be 13½%. We continue to finance vehicle, trailer and generator purchases by qualified, existing franchisees that have been in the system for over a year at a variable interest rate between Prime Rate + 1% and Prime Rate +2% based on the term of the note, the age of the vehicle, trailer or generator and determination of credit risk. (Prime Rate is pulled from JPMorgan Chase & Co. website.) We reserve the right to discontinue this program or change the structure of the interest rate at any time. If You are a new franchisee that purchases a vehicle from Us, You must sign a secured promissory note under which You agree to pay the balance due in between 12 and 60 monthly installments, with a variable interest rate between Prime Rate + 1% and Prime Rate +2% depending on current market conditions, Your creditworthiness and down payment, which usually ranges between \$2,500 and \$20,000. You also may qualify for the Equipment on Demand (“EOD”) program and an equipment floor plan financing program. Provided You have been in business at least 1 year, have successfully completed Your Initial Training program, and meet creditworthiness standards, You may qualify for the EOD program. With respect to all of these financing arrangements, You must give a security interest in all of the assets of Your Franchises, and each Owner of the Franchise, including shareholders, partners or members, and their spouses and domestic partners must sign the Secured Promissory Note (see Exhibit E) and personally guarantee payment by signing a Guaranty Agreement (see Exhibit H).

The Note may be prepaid without penalty. If You default on any payment, We or Our other affiliates may declare the entire amount due. Any material default under the Franchise License Agreement is also a default under the Note, and vice versa. If the Franchise License Agreement is terminated, the entire balance of the Note is immediately due. You must pay all collection costs, including court costs and reasonable attorneys’ fees.

We and Our affiliates have no past or present practice of selling, assigning or discounting to a third party all or part of the Notes but may do so without notice in the future. We and Our affiliates may assign and discount franchise financing arrangements to a subsidiary or third party. We and Our affiliates will remain primarily liable to provide the financed goods and services after such an assignment. The specific terms of any such assignment have not been determined but could generally be based on commercial assignment and factoring practices and then-current economic factors. You could lose Your defenses as a result of a sale or assignment of the Note (see the Secured Promissory Note and Security Agreement at Exhibit E, allowing assignment).

We and Our affiliates do not directly or indirectly offer any financing arrangements to You except as disclosed in this Item 10. Whether, and on what terms, You can obtain financing will depend on a variety of factors, including Your own creditworthiness and the type of security You can offer. We and Our affiliates do not receive any direct or indirect payments for placing financing or guarantee Your obligations to third parties. The Secured Promissory Note is not assumable by third parties if You re-sell Your franchise.

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

**Except as listed below, We are not required to provide You with any assistance.**

As noted in Item 1, We and Servpro Distribution, LLC have entered into a Management Agreement with Servpro Industries to provide support and services to franchisees (including the support and services described below). However, We remain responsible for all of the support and services required under the Franchise License Agreement.

### Pre-Opening Assistance. Before You open for business:

We will designate Your non-exclusive territory (the "Operating Territory"). (Franchise License Agreement, Section 2.3) You will select Your business location (address) for the Franchise. Your business location will ordinarily be Your office/warehouse and must be located within Your Operating Territory unless an exception is granted by Us in writing in advance. If this is a new franchise sale, You may operate from existing or new business locations if within Your Operating Territory. We do not own or lease any premises. We are not responsible for selecting or obtaining Your business location or for ensuring that it complies with local zoning laws. You may only use business telephone and facsimile numbers with area codes, and may only use geographic terms in internet advertising, which are within Your Operating Territory. Internet advertising must follow Our guidelines. (Franchise License Agreement, Section 7.5; Territorial Policy, Section 3.6) We may license others to offer or perform the same or similar services in Your Operating Territory and may include all or a portion of Your Operating Territory in the operating territory of other franchisees of Ours (a Territory overlap).

All training is mandatory and must be successfully completed prior to commencing operation. All training will occur in an online or classroom-based, instructor-led format at Our corporate headquarters in Gallatin, Tennessee and locations otherwise directed by Us. We will provide You with a set of Our Manuals, Bulletins and access to Our online training resources, which contain mandatory and suggested specifications, standards, procedures, and best practices. The Manuals and online content are confidential and remain Our property. We will modify the Manuals and online content periodically. (Franchise License Agreement, Section 8.1) Upon request, We will permit You to view Our Manuals at Our corporate headquarters or electronically before You purchase the Franchise. You also must prove that You completed required QuickBooks® training, either online or through any other Intuit-sponsored training facility at Your expense.

We will give You written specifications for opening inventory, equipment, supplies, professional cleaning products, software applications, forms and marketing materials required to be used in the Franchise, most of which You must purchase from Us or Our affiliates and part of which You must purchase from other approved suppliers. (Franchise License Agreement, Section 7.1, and Acquisition Agreement)

### Post-Opening Assistance:

We will provide You with Our New Franchise Business Consultation Meeting program after NFTP; it is conducted after You complete Set-up Training and have begun operating Your business. You

will receive review materials with designated Manuals, Bulletins and online training resources and videos and have meetings with Your assigned FBC or Business Development Specialist at Your location or through a virtual meeting. Visits or consultations may be conducted in-person or virtually, with virtual visits and consultations involving video chat, screen-sharing, webcast or similar type of remote communication method. Your Assigned FBC or Business Development Specialist customarily provides at least three 1/2 day Business consultation meetings at Your business location or through a virtual meeting, approximately once per month for each of Your first 3 months of business operation following completion of set up training. Business Consultations will reinforce the key objectives of building a SERVPRO business based on Our recommended business model. After completing all 3 Business Consultation meetings, or depending upon Our assessment of your needs, which can be based on prior experience and progress made during Our training process, You will receive a certificate of completion and will be a fully-operating SERVPRO Franchise. Ongoing FBC support will be provided through a combination of phone and personal meetings at the Franchise's business location and local Area Meetings or through virtual meetings. You must also schedule and complete an Applied Structural Drying (ASD) course within the first 6 months following NFTP and prior to completion of BDP. You must pass the course and receive certification. You are responsible for all costs of travel, lodging, and meals while attending required ASD, when necessary.

#### Additional Post-Opening Assistance:

We or Our affiliates will provide You on-going advice and assistance as needed. This assistance will include information about the products and services You offer to Your customers, improvements and developments in the Franchise, pricing Your products and services, training employees, administrative, bookkeeping, accounting and inventory control procedures, advice about operating problems You may encounter and written materials (newsletters, Bulletins, ServproTV, webinars, etc. via *ServproNet*) as they are made available to all franchisees. (Franchise License Agreement, Section 8.4) We will update the Manuals as We deem appropriate. (Franchise License Agreement, Section 8.4)

We will hold an annual convention (the "Convention") to share best practices, promote enhancements to the operating system and recognize individual franchisee accomplishments with the Franchises and the System. The Convention will generally be held at a different location each year and is generally held during the summer months. We select the date and location. You must pay Your travel and living expenses. You may receive a Convention Allowance to help with Your expenses if You meet Our requirements. (Franchise License Agreement, Section 8.3 and Item 6)

Additional or "refresher" training programs, as well as seminars and related activities regarding the operation of Your Franchise and the System, will be provided as We deem appropriate. A Servpro Television ("Servpro TV") Annual Kickoff episode will air on or about late January or early February and will provide an overview of highlights, information and programs for the year and direct viewers to additional resources for more comprehensive information on each topic. You must view and share this important information alongside Your managers and key employees and staff members. Servpro TV is a communications tool containing news, training information and updates for the Franchise System; additional episodes will be released throughout the year. (See Item 6 and Franchise License Agreement, Section 8.2) All Servpro Corporate-sponsored events are mandatory for Franchise Owners. In addition, all Franchise Business Consultant Area Meetings and Business Consultation Reviews are mandatory for Franchise Owners. You may be suspended from participating in Servpro National Accounts or Commercial Accounts Programs if You attend less than 100% of mandatory meetings. These events may be conducted at Our

headquarters or at any other location We select. You must pay Your personal expenses, including costs and expenses of transportation, lodging, meals, and wages. We may charge a reasonable fee for training materials for additional training courses. We will notify You of any charges before You enroll in a course. In order to renew Your Franchise License Agreement at the end of its initial term, You must attend and complete Our Franchise Management Course, which is conducted at Our headquarters in Gallatin, Tennessee several times a year and consists of up to 3 days of classroom instruction, covering Our recommended business model and 6 Key Result Areas (executive, office, production, marketing, human resources and finance). Any training in the area of human resources will be focused on general best practices and high-level guidance, and will not address specific terms and conditions of Your employees. You may be required to attend the 15-day NFTP course again for renewal at Your cost if deemed necessary by Your Field Operations Manager.

We and Our affiliates may develop certain promotional programs and sales campaigns to assist You in marketing Your services. We do not provide for placement of advertising for franchisees. You must market, advertise and maintain a telephone line listing for the Franchise in the Yellow Pages® or a Google Business Profile listing and in the primary telephone directory servicing Your Operating Territory, all according to the then-current Brand Identity Guide (BIG) and Territorial Policy. (Franchise License Agreement, Sections 7.5 and 7.6)

We may assign the services of a Franchise Business Consultant at our discretion. Franchise Business Consultants may provide training curricula assignments as necessary, business consulting, and other assistance and services with a goal to help facilitate your development of Your Franchise.

#### Advertising:

We and Our affiliates have established a Brand Fund for advertising, marketing, research and development, public relations, social-media management, lead-generation, customer-relationship management, and technology programs, materials, and activities, the purpose of which is to enhance, promote, and protect the Servpro brand and franchise System (Franchise License Agreement, Section 8.5) You must pay the Brand Enhancement Fund Fee (“Brand Fund Fee”) described in Item 6 (currently up to 3% of your monthly Gross Volume), currently consisting of ½% of Your Gross Volume, not including Gross Volume from Sub-contract Services, plus 2½% of Your annual Gross Volume, not including Gross Volume from Sub-contract Services. Gross Volume subject to the 2½% portion of the Brand Fund Fee currently is “capped” at \$1,350,000. We may change the percentage, “cap”/threshold, and Sub-contractor Services Gross Volume exclusion by giving you 30 days’ written notice. A business offering Franchise Services to the public that We or Our affiliates own will contribute to the Brand Fund on the same percentage basis as franchisees (Some franchisees in Our system are parties to a Franchise License Agreement which does not contain this requirement to contribute to the Brand Fund, generally those effective before October 1, 1985. These franchisees may choose to contribute on a voluntary basis, but We cannot require them to contribute.)

Servpro Industries currently directs and administers on Our behalf, in its sole judgment, all programs the Brand Fund finances, with sole control over all creative and business aspects of the Brand Fund’s activities. The Brand Fund may pay for, among other things, preparing, producing, placing, and maintaining video, audio, and written materials, digital marketing, and social/electronic media; developing, maintaining, and administering one or more websites for the Servpro franchise system, an intranet or extranet, and/or related strategies; creating and

administering national, regional, multi-regional, local, and multi-local marketing, advertising, lead-generation, and other brand development and enhancement programs; using advertising, promotion, and marketing agencies and other advisors to provide assistance; administering, staffing, and supporting all Servpro franchise quality and operational enhancement programs; establishing regional and national promotions and partnerships and hiring spokespersons to promote the Servpro brand; establishing on-line systems and other vehicles for centralized customer interaction; supporting public relations, market research and development, and other advertising, promotion, marketing, and brand development and enhancement activities, including conducting franchisee meetings and conferences; and funding technology initiatives for the Servpro System. The Brand Fund periodically may give You sample advertising, marketing, promotional, and lead-generation formats and materials. We or Servpro Industries may sell You multiple copies of such materials at Our or its direct cost of producing them, plus any related shipping, handling, and storage charges. Materials and programs are produced by Servpro Industries in-house and by an outside advertising agency.

Servpro Industries will account for the Brand Fund separately from its other funds (although it need not keep Brand Fund Fees in a separate bank account) and not use the Brand Fund for any of its general operating expenses. However, the Brand Fund may reimburse Us or Servpro Industries for the reasonable salaries and benefits of personnel who manage and administer, or otherwise provide assistance or services to, the Brand Fund; the Brand Fund's administrative costs; travel-related expenses of personnel while they are on Brand Fund business; meeting costs; overhead relating to Brand Fund business; conducting public relations and quality and operational enhancement programs; on-site training of personnel; and other expenses We or Servpro Industries incurs administering or directing the Brand Fund and its programs, including conducting market research, preparing advertising, marketing, promotional, and lead-generation formats and materials, collecting and accounting for Brand Fund Fees, paying taxes due on Brand Fund Fees received, and any other costs or expenses We or Servpro Industries incurs in operating the Brand Fund or handling Brand Fund activities. The Brand Fund is not a trust, and We and Servpro Industries do not owe You fiduciary obligations for maintaining, directing, or administering the Brand Fund or for any other reason. We or Servpro Industries will exercise Our or its business judgment in deciding all Brand Fund expenditures, taking into account input from franchisees, an advertising agency, and the Brand Fund Advisory Board (formerly the National Marketing and Advertising Advisory Board).

The Brand Fund may spend in any fiscal year more or less than the total Brand Fund Fees paid in that year, borrow from Us, Servpro Industries, or others (paying reasonable interest) to cover deficits, invest any surplus for future use, and roll over unspent monies to the following year. We or Servpro Industries may use new Brand Fund Fees to pay Brand Fund deficits incurred during previous years. We or Servpro Industries will use all interest earned on Brand Fund Fees to pay costs before using the Brand Fund's other assets. We or Servpro Industries will prepare an annual, unaudited statement of Brand Fund collections and expenses and give You a copy of the statement upon written request. We or Servpro Industries may (but need not) have the Brand Fund audited annually, at the Brand Fund's expense, by a certified public accountant chosen by Us or Servpro Industries. We or Servpro Industries may incorporate the Brand Fund or operate it through a separate entity whenever We or it deems appropriate. The successor entity will have all of the rights and duties described here.

The Brand Fund's principal purposes are to maximize recognition of the Marks, increase patronage of Servpro franchises, and enhance, promote, and protect the Servpro brand and System. Although We or Servpro Industries will attempt to use the Brand Fund in the aggregate

to develop and implement materials and programs benefiting all Servpro franchisees, We or Servpro Industries need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to Brand Fund Fees by Servpro franchisees operating in that geographic area or that any Servpro franchisee benefits directly or in proportion to its Brand Fund Fee from the development of advertising, marketing, promotional, and lead-generation formats and materials or the implementation of programs. The Brand Fund will not be used to develop materials and programs to solicit franchisees. However, media, materials, and programs (including any websites for the Servpro franchise system) prepared using Brand Fund Fees may describe the franchise program, reference the availability of franchises and related information, and gather franchise leads. We or Servpro Industries has the right, but no obligation, to use collection agents and institute legal proceedings at the Brand Fund's expense to collect unpaid Brand Fund Fees. We or Servpro Industries also may forgive, waive, settle, and compromise any and all claims by or against the Brand Fund. Except as described above, We and Servpro Industries assume no direct or indirect liability or obligation to You for collecting amounts due to, maintaining, directing, or administering the Brand Fund.

We or Servpro Industries may at any time defer or reduce the Brand Fund Fees of any Servpro franchisee and, upon 30 days' prior written notice to You, reduce or suspend Brand Fund Fees and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If We or Servpro Industries terminates the Brand Fund, We or Servpro Industries will either (i) spend the remaining Brand Fund balance on permitted programs and expenditures or (ii) distribute all unspent funds to then-existing Servpro franchisees, and to Us or Our affiliates, in proportion to their respective Brand Fund Fees during the preceding 12-month period.

Without in any way limiting Our and Servpro Industries' contractual rights, as provided in our Franchise License Agreement and summarized above, We and Servpro Industries currently use the 3% Brand Fund Fees in the following manner (which we may periodically change):

1. National Accounts Core/Regional Program, funded with approximately ½% of all of Your Gross Volume not including Gross Volume from Sub-contract Services. The National Accounts Core/Regional Program is utilized to fund the National Accounts Core Program expenditures and the Regional Program, as described below.

The National Accounts Core/Regional Program is comprised of the following:

- a. Regional Program, where expenditures are made by Subregions as determined by a majority of franchisees in each Subregion, which currently number 39. We determine the composition of the Subregions. Subregions are required to submit and obtain approval of a Subregion Marketing plan and budget each year. In consultation with the advertising agency and the Brand Fund Advisory Board, We or Servpro Industries determines the list of approved advertising/marketing expenditures for Subregions. Unused funds of Subregions that do not submit a Marketing plan and budget are directed to the National Brand Fund Program (described below). Subregions may vote to direct their funds to the National Brand Fund Program rather than submit a Subregional Marketing plan and budget. For Subregions with an approved marketing plan and budget, request for reimbursement of budgeted expenditures must be submitted. Any unfunded budget requests and any Subregion funds remaining at the end of the year are directed to the National Brand Fund Program each year.

In June 2016, the franchisees participated in an advisory vote to establish a yearly contribution to the Regional Program in the initial amount of \$1,600,000, which is also the amount for 2023. This yearly contribution is paid from the ½% National Accounts Core/Regional Program. We may change the amount of this contribution on an annual basis in Our sole discretion upon written notice.

- b. National Accounts Core Program expenses include all of the expenses associated with operating the National Accounts Program, including salaries and benefits for department staff; travel related expenses; marketing and promotional expenses, including trade shows, client forums and related entertainment expenses; outside services; utilities; office expenses; and equipment.

Any amount remaining unspent after Regional Program and National Account Core Program expenses are paid is allocated to the National Brand Fund Program.

- 2. National Brand Fund Program (2½%): funded with approximately 2½% of Your first \$1,350,000 of Gross Volume not including Gross Volume from Sub-contract Services.

The Brand Fund Fee consists of 2½% of Your first \$1,350,000 (“Cap”) of Gross Volume excluding Gross Volume from Sub-contract Services on a calendar-year basis (see Item 6). The current “cap” of \$1,350,000 may be raised upon 30 days’ written notice. The 2½% of the Brand Fund Fee allocated to the National Brand Fund Program primarily funds national television advertising, web search engine marketing and web advertising, and sports sponsorships and other promotional activities. This portion of the Brand Fund Fee also pays for related services such as campaigns, consumer surveys and market research, television commercial production costs, and public relations.

The United States was divided into 6 Advertising Regions and each Advertising Region into Subregions. One franchise owner per region is appointed to a Brand Fund Advisory Board, which currently assists with recommendations for administering the Brand Fund. We or Servpro Industries may create, change, or dissolve the Brand Fund Advisory Board in Our or its discretion; it is strictly advisory and has no decision-making authority.

- 3. Expenditures.

During the year ended December 31, 2023, the National Accounts Core/Regional Program (1/2%) fees were allocated 99% to the National Accounts Core Program and 1% to the Regional Program. The Regional Program expenditures exceeded fees by \$1,690,273 in 2023; therefore, additional funding was necessary from the National Brand Fund Program. Advertising and marketing fees in the amount of \$1,690,273 for the year ended December 31, 2023 were contributed from the National Brand Fund Program.

Expenditures from the National Brand Fund Program (2½%) for the year ended December 31, 2023 were used primarily to pay for media expenses (89%), administrative expenses (9%) and production cost (2%). Unused contributions were rolled over for use in the upcoming year.



## Computer Requirements:

Our current minimum computer hardware specifications are set forth below. We may upgrade Our minimum requirements at any time in order to keep pace with technology. We will advise You in writing of any required upgrades to Your computer hardware and software applications and platforms and give You a reasonable amount of time to comply. You may use any brand of computer hardware that meets these specifications and may acquire this computer hardware from any source.

You must connect to Our data communications network, *ServproNET*<sup>®</sup>, which is hosted by Interact and operated by Us. This is the electronic pathway to the *ServproNET*<sup>®</sup> system. You will connect to this system for all *ServproNET*<sup>®</sup> services. The *ServproNET*<sup>®</sup> system has specific rules and policies to ensure the system is used as a business tool. You must follow these rules and policies in order to receive and maintain Your access privileges. We may modify these rules and policies periodically at Our discretion. All messages and data stored on or transmitted through the *ServproNET*<sup>®</sup> system are Our property and must be surrendered or destroyed at Our request. No contractual limitations exist on Our right to access the information and data on *ServproNET*<sup>®</sup>. Our current rules and policies are set forth in the *ServproNET*<sup>®</sup> Policies and Procedures Agreement attached to this disclosure document as Exhibit B. (See Item 6 for *ServproNET*<sup>®</sup> fees)

You must acquire Internet (bandwidth greater than 4mbps download, 2 mbps upload) access rights through an independent Internet Service Provider (ISP). You may use any local ISP of Your choice as long as the access path complies with the *ServproNET*<sup>®</sup> attachment specifications. Internet access generally costs between \$50 and \$100 per month. All e-mail addresses must comply with Your Franchise License Agreement, the Territorial Policy, the *ServproNET*<sup>®</sup> Policies and Procedure Agreement and any Bulletins We have issued.

You will be required to purchase the minimum hardware and software applications listed below. We and Our Affiliates do not provide support or warranties for hardware or third party software; any support or warranties are provided solely by the manufacturer.

Desktop computers - Intel i5 3.20 GHz or higher processor clock speed; 8 gigabytes (GB) of Random Access Memory (RAM) or higher; 500 gigabytes (GB) or higher hard disk space; and 10/100/1000 Megabit Ethernet card.

- Wireless router - broadband gigabyte wireless router.
- “Multi-function” Printer/Copier/Fax/Scanner.
- Operating systems - Windows 10 – 64 bit, current service pack.
- Anti-virus programs - Must install and apply latest update, with Anti-Spyware.
- Office automation – Currently Microsoft supported Office Suite (Office 2021 or Office 365).
- Accounting - QuickBooks<sup>®</sup> Online by Intuit<sup>®</sup>.
- Sales routing - WorkCenter<sup>™</sup> mapping.

QuickBooks® Online by Intuit® is used for bookkeeping functions. We have developed a Servpro-customized chart of accounts, which You must use and cannot alter unless authorized by Us in writing. You must use invoices generated by this software. You may not substitute a comparable software package for these functions. You must subscribe to Intuit's On-Line Tax Table support. You must attend a QuickBooks® Online seminar or complete QuickBooks® Online web-based training on *ServproNet*®. We and Our affiliates have used or recommended the use of QuickBooks® accounting software since 1997.

You must also purchase the latest available iPad with a minimum of 32GB of memory, the latest version of iOS and the latest version of Safari® or Google Chrome®, with updates as available. Wi-fi and cellular service is required for each iPad and can be obtained from Your choice of mobile carrier: it requires a recurring monthly fee. You must bring the iPad with You to Your NFTP training in Gallatin, Tennessee. Each person coming to training, i.e., owner, spouse, and employee, should have a separate iPad to use during NFTP. All mobile devices used in Your business, including "smart phones," whether owned by You or Your individual employees, must have a Mobile Device Management technology installed and configured to require authentication to access the device, encryption, and the ability to remotely wipe data from lost or stolen devices.

New franchisees will receive and must sign a software license agreement for WorkCenter™, must use our current version of WorkCenter™ on all jobs, and pay the recurring monthly software license fee for the WorkCenter™ Systems. We have designated the WorkCenter™ Systems as mandatory computer programs under Section 7.2 of the Franchise License Agreement. No other software packages are available which provide the same functions as Salesforce Marketing and WorkCenter™ Office. You may not substitute a comparable software package for these functions. You must use our current version of WorkCenter™ or other recommended applications on all jobs regardless of source, whether You solicit locally or receive job leads from Us or an affiliate. You must use WorkCenter on all jobs in order to qualify to participate in National Accounts, Select National Accounts and Commercial Accounts Programs and receive job leads from Us or an affiliate. You will need to purchase one or more license(s) of Xactimate® and CoreLogic which is not proprietary to Our system and available from Xactware®, and to participate and qualify for referrals from certain National Accounts, Select National Accounts and Commercial Accounts that require this software. Some National Accounts, Select National Accounts or Commercial Accounts require different versions of Xactimate® software to participate in their program; therefore, You may be required to purchase licenses for multiple versions of Xactimate®. You must also complete one of the 3 training options offered by Xactware (the maker of Xactimate® software); virtual, classroom, or fundamentals and proficiency training for experienced users.

You will receive Our proprietary online job reporting and management system, which currently includes Our WorkCenter™ Office, Salesforce Marketing, the First Notice Mobile Application and the DryBook™ Mobile Application software. The DryBook™ Mobile Application allows for the capture and documentation of all job drying information (equipment validation, monitoring, moisture content tracking, equipment utilization and notes relevant to the job file). You must use the DryBook™ Mobile systems on all jobs at the point of task in the field. We have designated DryBook™ Mobile as a mandatory computer program under Sections 7.1 and 7.2 of the Franchise License Agreement. Any information that You upload or enter into DryBook™ Mobile (including Your leads, job file and financial data) will be stored on Our servers ("cloud"). The First Notice Application allows for the entry of lead information and is used to document the status of all leads being pursued by the Franchise, regardless of source (local, Incident Alert Center or National Call

Center). All job leads from the Incident Alert Center, the National Call Center or local must be captured and updated in the First Notice Mobile Application and in the WorkCenter™ Leads Intake System, which provides instant visibility in the WorkCenter™ Leads Dashboard of all job leads being pursued by the franchise. No other software packages are available which provide the same functions. You may not substitute a comparable software package for these functions.

WorkCenter™ Office and Salesforce Marketing are web-based and can be accessed on any PC or tablet where an Internet connection is available. They permit users to perform their work tasks from remote locations. We or Our affiliate will host Your data and the software, which will have similar yet improved functionality. Because the WorkCenter systems are web-based, upgrades, updates and software repairs/patches that are released will be implemented in real time and at no additional charge beyond the software fee. Telephone support and training are also provided at no additional fee.

WorkCenter™ is comprised of 3 core applications: WorkCenter™ Office, Salesforce Marketing and DryBook™ Mobile. WorkCenter™ is web-based allowing the integration with other franchise technology (e.g., DryBook™ Mobile), Our systems (e.g., Claims Entry, Job File Audit) and third party applications (e.g., Xactimate® and QuickBooks® Online).

WorkCenter™ Office functionality includes: Claims Entry integration to capture job data, job and crew scheduler, DryBook™ Mobile job documentation integration, QuickBooks® integration for billing, collections and marketing, estimating and tracking system to manage equipment. If You are qualified, Our Incident Alert Center sends loss information in Your area received from Our national subscription service for You to pursue.

Salesforce Marketing functionality includes: set-up sales routes, identify the top prospects, set specific goals for each Sales Marketing Representative ("SMR"), view SMR activity real time, review the notes from each day's marketing efforts, and quickly search for a contact or business; it works on tablets where an Internet connection is available.

The data generated by Your business belongs to Us, including job files, marketing contacts, estimatics and billing, job scheduling and financial performance of Your franchise. (Section 7.10 of the Franchise License Agreement) We can use this data in the ways We determine, in Our sole discretion, which may include analysis of the financial and other performance of Your franchise, tracking industry trends and other related analytical purposes. You will need to complete training on these systems in order to use them at the Franchise. All Franchises will be required to train as a DryBook™ Mobile and WorkCenter™ user in order to use DryBook™ Mobile and WorkCenter™ Office.

You will be trained in using Our office automation application and software which includes WorkCenter™ Office and Salesforce Marketing. We will also explain how to use the Servpro® customized chart of accounts in QuickBooks® Online, although it is Your responsibility to acquire bookkeeping knowledge and the skills and training to use the QuickBooks® online application software. We and Our affiliates do not otherwise train You on the use of any computer software applications. We and Our affiliates do not provide technical support for hardware or software problems unless by mutual written agreement. We will provide You with scheduled upgrades to Our office automation application and software based on Servpro development and modification schedules throughout the year, and You must install and utilize them. We and Our affiliates do not maintain, upgrade, or support any other computer software programs. You must ensure that

Your software and hardware meet or exceed Our minimum requirements, which We may upgrade at any time in order to keep pace with technology.

Data/cyber-security is critical in today's business environment. You must implement, install and maintain an effective, comprehensive and up-to-date computer system, including effective data and cyber-security measures sufficient to protect Your business. Measures are those required by business prudence and necessity, and those we designate from time to time, including unique ID passwords established for each employee's assigned roles (Single Sign On); anti-virus software configured according to manufacturer's recommendations; install and maintain firewall around Your office private network; mobile devices need passwords; make backup copies of important business data and information; use a secure payment method if processing credit cards, such as the Square or other approved 3G/4G third party processor; franchises who host their systems on a third-party network must provide proof of security controls; upgrade to the latest release of the computers' operating system and keep Internet browsers current; install the latest updates and patches; install other key software upgrades and updates as available; password protect wireless internet access; and maintain effective data/cyber-security insurance. You must comply with applicable law and Servpro policy if confidential/sensitive information or customer personal information or data is disclosed without authorization or is stolen either electronically or physically. We provide support for Our systems via telephone, text or email. We recommend that You engage a local IT professional as needed to assist You with other needs, such as cyber-security.

We provide certain software and web hosting services to franchisees pursuant to third-party contracts with other third-party providers. Such goods and services are provided to franchisees under the terms and conditions We receive, generally "as is" and "as available" pursuant to these third party contracts.

#### Training:

Franchisees generally open their businesses within 60 to 120 days after signing their Franchise License Agreement. Before You open for business, You and each Owner actively involved in operating the Franchise must complete to Our satisfaction Our 5-step Initial Training program called Business Development Program ("BDP"). Two Owners will receive the 5-step BDP: Step 1: Prerequisite Progress (preparing Your business prior to classroom attendance/On-The-Job training, which includes Your completing required training and 3-5 days of On-The-Job training with an approved Franchise); Step 2: Prerequisite Consultation (Virtual and/or on-site Franchise Business Consultant meeting); Step 3: New Franchise Training Program (NFTP, 15-day LMS or classroom is offered 8 times per year via a combination of online and classroom-based training); Step 4: Business Set-up (5 days on-site or virtual Franchise Business Consultant/Business Development Specialist meetings); and Step 5: Business Consultations (5 days on-site or virtual Franchise Business Consultant meetings). Currently, at least 1 Owner/Operating Principal actively involved in day-to-day operation of the franchise must attend and complete Business Development Program Step 3, New Franchise Training Program, within 90 days after You sign the Franchise License Agreement. We may require that each individual franchisee, all shareholders, partners or members, their spouses, or other principals or employees of the Franchise actively involved in the operation of the Franchise attend (or via LMS) and complete Our Business Development Program to Our satisfaction. Two Owners will receive the Business Development Program materials. Training and manuals will be only in the English language. You must be authorized to work in the U.S. You must be fluent in the English language to qualify to own and operate a SERVPRO franchise and complete Our training program effectively. We may, but have no obligation to, translate some of Our written materials into other languages from time

to time. The NFTP fee is waived for 2 Owners of new franchises. The transfer fee pays for 2 resale owners to attend NFTP. The transfer fee is non-refundable regardless of whether the buyer attends training, or the resale is cancelled or never closes.

Purchasers of new or resale franchises will receive airfare or mileage for 2 owners and a one-time \$2,000 expense allowance for 2 owners to help off-set expenses during classroom if 2 owners attend the 11-day NFTP at the same time. If only 1 Owner attends NFTP, he or she will receive airfare or mileage and a \$1,750 expense allowance. If 1 Owner attends NFTP and a second owner then attends NFTP within 12 months, the second owner will have his or her airfare or mileage paid and will receive an expense allowance of \$250. The total amount of the expense allowance will never exceed \$2,000 combined between 2 Owners that attend NFTP. If You do not attend NFTP within 12 months from signing the Franchise License Agreement, You will be responsible for paying the NFTP fee and will not receive any expense allowance. (Franchise License Agreement, Section 8.2 and Item 6) In the event more than 2 Owners or employees with managerial responsibilities attend classroom training, airfare or mileage will not be reimbursed and an additional NFTP fee of \$1,000 per person is charged.

NFTP is conducted at Our headquarters in Gallatin, Tennessee. NFTP consists of 15 days of instruction. You must complete the pre-requisites live or via our online Learning Management System and NFTP within 90 days after You sign the Franchise License Agreement.

Business Development Program (“BDP”) Step 1 is a self-study program, and Step 2 is a prerequisite on site or virtual consultation which You must complete and Your assigned Franchise Business Consultant/Business Development Specialist must validate at least 10 days before You attend NFTP. These self-study programs are accessed via *ServproNet*® and provided electronically to you no less than 6 weeks before You are scheduled to attend NFTP and may consist of Manuals, online training, and projects. We expect this prerequisite portion of BDP to take a minimum of 45-60 days to complete. During this time, prerequisites to NFTP consist of reading and written work, visiting Servpro franchise locations to participate in On-The-Job training that will consist of sales, production and office operations, acquiring all necessary federal, state and local licenses and permits, leasing or purchasing an approved office/warehouse location within your licensed territory, completing Xactware® training, completing EPA-approved Lead paint renovator class, completing QuickBooks® training and passing QuickBooks® proficiency test, completing the IICRC Water Damage Technician (WRT) Course and acquiring the WRT certification, scheduling subrogation training course, scheduling an Applied Structural Drying course with Us or another IICRC-approved school, and meeting with Your accountant to set up Your financial statements. Your assigned Franchise Business Consultant/Business Development Specialist will also perform a prerequisite consultation meeting, virtually or on-site, with You to assess Your progress on the BDP prerequisites. The meeting will be attended by Your assigned Franchise Business Consultant/Business Development Specialist and take place at Your place of business or virtually through a webcast in order to validate that all prerequisites are complete. If all prerequisites are not completed timely, Your attendance at NFTP in Gallatin, TN will be delayed a minimum of 30 days. The rate at which You progress through steps 1 and 2 are up to Your efforts and could be less than 45 days in special circumstances.

The subjects covered, hours of classroom training, hands on training, and the instructors for initial NFTP training are as follows:

## TRAINING PROGRAM

### NEW FRANCHISE TRAINING PROGRAM (NFTP)

Column 1 Subject	Column 2 Classroom Training Hours	Column 3 Hands-On Training Hours	Column 4 Location	Column 5 Instructor/ Experience
SERVPRO Culture/Business Model, Leadership and Management / National Accounts	9.25	1.5	Gallatin, Tennessee	Kathryn Kisner, Director of Shared Services Development, 14 years with Servpro and 21 years business management experience and Scott Gettelfinger, Vice President, National Accounts, 11 years with Servpro and 19 years insurance industry experience.
Human Resources Management	4.0	0	Gallatin, Tennessee	Samantha Harvell, Human Resources Manager, 2 years with Servpro and 7 years HR Management experience
Financial Management	3.5	1	Gallatin, Tennessee	Megan Coley, Financial Training Specialist, 9 years with Servpro and 5 years financial management experience
Office Administration/Job File Process/Software Applications	2.5	21.25	Gallatin, Tennessee	Spencer Button, Technology Manager, 16 years with Servpro and 12 years training experience
Sales and Marketing Management and Systems	6	4.5	Gallatin,	John Maddox, Marketing and Development Manager, 7 years with Servpro and 14 years of sales and marketing experience

Column 1 Subject	Column 2 Classroom Training Hours	Column 3 Hands-On Training Hours	Column 4 Location	Column 5 Instructor/ Experience
Production Management/Project Management Process/Fire and Water Damage Restoration Process/Mold Remediation Process/Large Loss / Storm/Introduction to construction	28.5	46	Gallatin, Tennessee	Robert Bowles, Director of Service Line Development, 23 years with Servpro and 18 years training experience and Jonathan Britt, Commercial Restoration Specialist, 11 years with Servpro and 16 years commercial restoration experience and Clint Brickles, Disaster Response Manager, 10 years with Servpro and 24 years training and restoration experience and Tom Walker, Construction Manager, 12 years with Servpro and 31 years construction industry experience.
Total Hours	53.75	74.25		

Set-up training is a minimum of 40 hours of instruction and self-paced work over the course of 2 weeks during which the primary place of business is set up and opened for business, plus a review of selected principles discussed in NFTP. It is performed at Your Franchise site or via virtual accommodation immediately after You complete NFTP and includes the following:

Column 1 Subject	Column 2 Classroom Training (Hours)	Column 3 On-Site or Virtual Training (Hours)	Column 4 Location*	Column 5 Instructor
Consultation regarding the Definition of Goals, and Long-Term Plans	0	.5	On-site or Virtual	Franchise Business Consultant
NFTP Training Review, Q & A/ Needs Analysis	0	.5	On-site or Virtual	Franchise Business Consultant

Column 1  Subject	Column 2  Classroom Training (Hours)	Column 3  On-Site or Virtual Training (Hours)	Column 4  Location*	Column 5  Instructor
Package Inventory & Equipment Test	0	11	On-site or Virtual	Franchise Business Consultant
Illness and Injury Prevention Program (IIPP)	0	.5	On-site or Virtual	Franchise Business Consultant
Van Set-up	0	1	On-site or Virtual	Franchise Business Consultant
Operating Manuals Review	0	.5	On-site or Virtual	Franchise Business Consultant
QuickBooks® Online Review and Budget Preparation	0	1	On-site or Virtual	Franchise Business Consultant
Franchise Business Consultant prepares a Breakeven for submission with the set-up Checklist	0	.5	On-site or Virtual	Franchise Business Consultant
Office and Job Procedures Review	0	.5	On-site or Virtual	Franchise Business Consultant
Estimating Review	0	1	On-site or Virtual	Franchise Business Consultant
Job File Audit Process	0	1	On-site or Virtual	Franchise Business Consultant
DryBook and DryBook Mobile	0	1	On-site or Virtual	Franchise Business Consultant
Evaluate and Qualify Subcontractors	0	1	On-site or Virtual	Franchise Business Consultant
Consultation Concerning Route Sales Calls and Completing Sales Calls	0	12	On-site or Virtual	Franchise Business Consultant
Marketing Route Sales Activity	0	2-3	On-site or Virtual	Franchise Business Consultant
Commercial Sales	0	2	On-site or Virtual	Franchise Business Consultant



Column 1  Subject	Column 2  Classroom Training (Hours)	Column 3  On-Site or Virtual Training (Hours)	Column 4  Location*	Column 5  Instructor
National Accounts Review	0	1	On-site or Virtual	Franchise Business Consultant
SELECT Accounts Participation	0	.5	On-site or Virtual	Franchise Business Consultant
Ensure items on the Training Review List have been covered and explained in detail to the Franchisee	0	.5	On-site or Virtual	Franchise Business Consultant
Summary & Review	0	.5	On-site or Virtual	Franchise Business Consultant
Activate Call Center, if qualified	0	.5	On-site or Virtual	Franchise Business Consultant
Totals	0	40		

\* You will receive review materials with designated Manuals, Bulletins, and online training resources and videos. You will have meetings with Your assigned Franchise Business Consultant/Business Development Specialist on-site at Your location or through virtual meetings, i.e., either in-person or with virtual visits and consultations involving video chat, screen-sharing, webcast, or similar type of remote communication method.

Set-up training is provided by Franchise Business Consultants, Our Affiliate's employees, whose minimum experience in this field ranges from 3 months to 20 years or more. A Franchise Business Consultant (also referred to as "FBC") is the title of the approved individual fulfilling some or all of the Franchise Business Consultant/Business Development Specialist responsibilities and is engaged in direct consultations and interactions with assigned franchisees of the subregion.

Franchises are not qualified to receive National Accounts, Select National Accounts or Commercial Accounts referrals before successfully completing, but not limited to, Set-Up Training. In addition, certain insurers, select accounts, or commercial accounts will not permit new franchisees to participate in their service-provider programs and receive referrals from the Servpro Call Center until You have a designated level of experience and/or been in business for designated periods of time, up to 1 year. Other Select National Accounts or Commercial Accounts may have longer waiting and/or qualification periods.

Our franchisees typically open for business immediately after completing Set-up Training, which will generally occur after NFTP, which generally occurs within 2 months after You sign the Franchise License Agreement. The factors which affect this are the training schedule, Your ability to obtain financing, any local requirements for permits or licenses, Your ability to complete the required Business Development Prerequisite Course, the time required to receive the Equipment and Products Package, and the date of Your final Set-up Training. When We believe Your Initial

Training is complete and You meet Our then-current criteria, You will be eligible to receive job referrals from the Servpro Call Center.

Column 1 Subject	Column 2 Classroom Training (Hours)	Column 3 On-Site or Virtual Training (Hours)	Column 4 Location*	Column 5 Instructor
Consultation Meeting 1	0	8-16	On-site or Virtual	Franchise Business Consultant or Business Development Specialist
Consultation Meeting 2	0	8-16	On-site or Virtual	Franchise Business Consultant or Business Development Specialist
Consultation Meeting 3	0	8	On-site or Virtual	Franchise Business Consultant or Business Development Specialist
Consultation Meeting 4	0	Optional	On-site or Virtual	Franchise Business Consultant or Business Development Specialist
Consultation Meeting 5	0	Optional	On-site or Virtual	Franchise Business Consultant or Business Development Specialist

Column 1	Column 2	Column 3	Column 4	Column 5
Subject	Classroom Training (Hours)	On-Site or Virtual Training (Hours)	Location*	Instructor
Consultation Meeting 6	0	Optional	On-site or Virtual	Franchise Business Consultant or Business Development Specialist
Totals		24-40		

\* You will receive review materials with designated Manuals, Bulletins, and online training resources and videos. You will have meetings with Your assigned Franchise Business Consultant/Business Development Specialist on-site at Your location or through virtual meetings, i.e., either in-person or with virtual visits and consultations involving video chat, screen-sharing, webcast, or similar type of remote communication method.

Business Consultation meetings are provided by Franchise Business Consultants and Business Development Specialists. Business Consultation meetings consist of a minimum of 3 separate visits (live or virtual). Depending on Our evaluation of Your progress, the BDP process may take longer than 120 days. During this portion of BDP training program, You will complete self-study assignments prior to each Business Consultation. During these consultations, Your assigned Franchise Business Consultant may: attend work-in-progress meetings with You to validate format (if no employees, review each job-in-progress), work sales routes with You (making sales calls and properly documenting contacts in WorkCenter™ or Salesforce), review job files for work-in-progress, review outstanding accounts receivable, assist you with a Job File Audit, review NFTP business plan, review Stages of Development Model with You for a Stage 1 or applicable business, review the process of performing employee background checks (verify that a background check has been obtained on each employee and is documented in his or her personnel file), help complete estimates, review various features of the ServproNet® site, review Convention Allowance report and Receivable/Insurance Status Report, verify when ASD course has been completed and certificate received, verify subrogation training completed and certificate received, review water restoration job file process flow chart, verify various safety policies are completed, review subcontractors (painters, moving company, computer restoration/repair and HVAC company), review techniques for recruiting employees, verify job description and training checklist for personnel are complete, visit a job site and observe work in progress, verify Your use of QuickBooks® Online (including Profit and Loss Statement (P&L), Balance Sheet, Aged Accounts Receivable (A/R), Accounts Payable, Royalty Report and Invoice Log), review the royalty volume calculation report, verify You have sent first 3 months' financial statements of Your business operations to Your accountant, help prepare for Continuing Education (CE) course, review the Sales Handbook with You, review Balance Sheet, confirm You received first quarter profit and loss statement and balance sheet sent to accountant for review, review subcontract control process, verify Your membership and participation in insurance claims associations, Building Owners and Managers Association (BOMA) or other key organizations identified for

networking (participation in at least 2 organizations is recommended during Your first year), and verify Your completion of tasks and requirements to help ensure effective leadership such as leadership training modules, personal development plans, and strategic planning. Our Franchise Business Consultants and Business Development Specialists do not review or evaluate any of your employment-related matters or mandate any specific terms and conditions of employment, all of which are exclusively within Your control.

## **ITEM 12 TERRITORY**

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that We own, or from other channels of distribution or competitive brands that We control. We and any of Our affiliates reserve the right to use other channels of distribution, such as the Internet, online web stores, social media and other electronic channels, retail, catalog sales, telemarketing, or other direct marketing sales methods, to make sales within Your Operating Territory using Our principal trademarks. We and Our affiliates also may make sales within Your Operating Territory of products or services under trademarks the same or different from the ones You will use under the Franchise License Agreement, other trade names, service marks and commercial symbols, all without compensation.

We may establish other franchised or company owned locations that may compete with or have an economic impact on Your Franchise location. We may license others to offer or perform the same or similar services in Your Operating Territory and may include all or a portion of Your Operating Territory in the Operating Territory of other franchisees of Ours (overlap).

A designated Franchise operating territory generally contains 50,000 to 80,000 in population. A larger territory may be allowed under exceptional circumstances (e.g., densely populated urban areas or a high percentage of the prospective territory is impoverished). The population in Your Operating Territory is determined by using census tracts information from the Census Bureau and Nielsen projections. You do not receive options, rights of first refusal or similar rights to acquire additional franchises within or near any particular area. You are not permitted to relocate Your franchise Operating Territory. As described in Item 5, We may establish “non-traditional” Franchises, including downtown areas.

We publish a Territorial Policy, which is attached to this disclosure document as Exhibit D, which limits the geographical area and manner in which You may offer, solicit, advertise, and perform the services of the Franchise and Your business location. You may only offer, solicit, advertise, and perform services inside or outside of Your designated Operating Territory in accordance with Our Territorial Policy. Your business location and mailing address must be located in Your Operating Territory. You may only use business telephone and fax numbers with area codes that are within and service a substantial portion of Your Operating Territory. All telephone numbers remain Our property. Under Our Territorial Policy, in certain circumstances You may be required to pay a fee to another franchisee based on a percentage of the gross billed price of the job if You perform work in another franchisee’s Operating Territory. In some circumstances, You may be entitled to receive a fee from another franchisee who performs work in Your Operating Territory. You may be required to refer work to the franchisee in whose Operating Territory the job is located in return for a referral fee based on a percentage of the gross billed price of the work. Under certain conditions, You may be allowed to perform work in other franchisees’ territories without paying any commission or referral fee. You may qualify to receive job leads from the Servpro Call Center outside of Your Operating Territory. We may impose conditions for receiving such

assignments, on a non-permanent basis, although We have no obligation to refer such job leads. Such conditions may include qualifying and paying a fee or competitive bidding. We may modify Our Territorial Policy from time to time in Our sole discretion. We may make modifications that apply only to specific situations or specific franchisees when We deem it necessary to promote the goals of the System or Territorial Policy. We could choose to discontinue Our Territorial Policy. We will modify and amend the Territorial Policy in Our sole discretion, usually annually. We advise that each Franchise should concentrate its efforts on developing and performing work within its Operating Territory. You must abide by Our Territorial Policy.

You do not have the right to purchase, and We do not have the obligation to sell You, additional new Servpro franchises; in addition, You do not have the right to purchase, and We do not have the obligation to permit You to purchase, existing franchises being sold by other existing franchisees (resales). We will apply Our then-current criteria in a consistent manner in the event You wish to do either, which criteria We establish, modify and revise from time to time in Our sole discretion. The acquisition of second and subsequent Servpro franchises or any ownership interest in such franchises is subject to volume requirements, equipment, personnel and other requirements as set forth in Our then-current qualification guides. We have resale guides for existing franchisees purchasing additional license resales and for reselling Servpro franchises to first-time Servpro owners. The renewal of any such approved additional acquisitions is also subject to the Addendum to Franchise License Agreement – volume renewal requirements for additional acquisitions.

Our process for assigning zip codes, including zip codes in Open Territories (outside the Operating Territory of any Servpro franchisee), and the determination of which franchises are eligible for assignment of zip codes may be modified from time to time in Our sole discretion.

### **ITEM 13 TRADEMARKS**

We grant You the right to operate a Franchise using the authorized trade name “Servpro® of (a designated non-exclusive Operating Territory).” You may also use the Servpro® logo and other designated current or future Marks to operate Your Franchise. By “Marks,” We mean trade names, trademarks, service marks, trade dress, symbols, emblems, logos, and other indicia of origin designated by Us to identify Your Franchise and services. You are licensed and authorized to do business pursuant to the terms of the Franchise License Agreement utilizing only the authorized trade name listed on Exhibit A of the Franchise License Agreement under such terms and conditions as We may periodically establish, which may include character limits.

The following Marks are registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”). All Marks were previously registered and owned by Servpro Intellectual Property, LLC. As noted in Item 1, we became the owner of these Marks in October 2019 as part of the Securitization Transaction. All affidavits and declarations required by the USPTO have been filed timely.

Description	Registration Number	Registration Date	Renewal Filed
SERVPRO and Design	1,707,245	8/11/1992	1/21/2022
SERVPRO and Design	1,726,156	10/20/1992	3/9/2022

Description	Registration Number	Registration Date	Renewal Filed
SERVPRO and Design	1,804,022	11/16/1993	12/4/2023
SERVPRO	1,845,906	7/19/1994	1/21/2024
House Design	1,875,570	1/24/1995	2/4/2014
ServproNET	2,175,467	7/21/1998	9/14/2017
LIKE IT NEVER EVEN HAPPENED	2,920,460	1/25/2005	2/15/2014
SERVPRO	3,361,893	1/1/2008	3/8/2017
SERVPRO and Design	3,368,163	1/15/2008	3/31/2017
COMO SI NUNCA HUBIERA PASADO	3,417,981	4/29/2008	6/23/2017
Miscellaneous Design (color green)	3,847,298	9/14/2010	10/31/2019
SERVPRO (and design with orange)	3,872,314	11/9/2010	1/2/2020
READY FOR WHATEVER HAPPENS	3,881,639	11/23/2010	4/30/2020
READY FOR WHATEVER HAPPENS	3,909,279	1/18/2011	4/20/2020
REAL GREEN (standard characters)	4,488,936	2/25/2014	11/6/2023
REAL GREEN (standard characters)	4,495,270	3/11/2014	11/6/2023
HERE TO HELP	4,515,449	4/15/2014	1/2/2024
HERE TO HELP	4,515,470	4/15/2014	1/2/2024
HEROREADY	4,548,321	6/10/2014	12/29/2023
SERVPRO	5,354,786	12/12/2017	8/2/2023
SERVPRO and Design	5,354,787	12/12/2017	10/21/2023
THERE'S A PRO FOR THAT	6,983,718	2/21/2023	Not yet due

The following Marks are registered on the USPTO's Supplemental Register. These Marks also were previously registered and owned by Servpro Intellectual Property, LLC and assigned to us in October 2019 as part of the Securitization Transaction. All affidavits and declarations required by the USPTO have been filed timely:

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Filed</b>
DISASTER RECOVERY TEAM	3,862,268	10/12/2010	12/14/2019
DISASTER RECOVERY TEAM	3,866,131	10/19/2010	12/14/2019
RESOURCE CENTER	3,884,551	11/30/2010	8/14/2020
EMERGENCY READY PROFILE (standard characters)	4,211,823	9/18/2012	8/18/2022
EMERGENCY READY PROFILE (and design)	4,253,004	12/4/2012	8/18/2022

We have applied for registration of the following Marks on the Principal Register of the United States Patent and Trademark Office:

<b>Description</b>	<b>Application Number</b>	<b>Application Date</b>
PRO TESTED. PRO APPROVED.	97/827,099	3/7/2023

We do not have a federal registration for this Mark. Therefore, the Mark does not have many legal benefits and rights as a federally-registered trademark. If Our right to use the Mark is challenged, You may have to change to an alternative trademark, which may increase Your expenses. However, as noted above, We already have federal registrations for all of the principal Marks identified above.

There are currently no material effective determinations of the USPTO, the trademark trial and appeal board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings, and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above. No agreement limits Our right to use or license the use of these Marks.

We do not know of any infringing uses that could materially affect Your use of these Marks. You must notify Us immediately if You learn about an infringement of or challenge to Your use of the Marks. We and Our affiliates will take the action We and they deem appropriate. We are not required to defend or indemnify You against any claims of infringement or unfair competition from Your use of the Marks. (However, the Minnesota Department of Commerce requires that We indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the trademarks infringes trademark rights of the third party.) We do not indemnify You against the consequences of Your use of the trademarks except in accordance with the requirements of the Franchise License Agreement. As a condition to indemnification, You must promptly notify Us of any such claim and tender the defense of the claim to Us. If We accept the tender of defense, We have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

You must follow Our rules, standards and requirements designated from time to time when You use the Marks. You must only use the Marks and Your authorized trade name to operate Your

Franchise in Your Operating Territory. You must comply with Our instructions in filing and maintaining trade name or fictitious name registrations. You cannot use the Marks as part of a corporate or other legal entity name. You must modify or discontinue Your use of any of the Marks if We modify or discontinue the Mark. If We modify or discontinue the Marks, You are responsible for Your costs associated with such modification (for example, costs incurred for changing signage), and You have no right to compensation or otherwise under the Franchise Agreement relating to the costs incurred.

You must execute any documents We or Our affiliates require to protect the Marks or to maintain their continued validity and enforceability. You may not directly or indirectly contest the validity of Our ownership of the Marks or Our right to use or license Our Marks, trade secrets, and confidential or proprietary information or business techniques.

#### **ITEM 14**

### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

You will receive the right to use items covered by two patents. On February 13, 2018, Servpro Industries received utility patent, US 9,892,184 B1, and on November 3, 2020 Servpro Industries received utility patent, US 15/893,755, for its electronic system and method for synchronizing residential and commercial building incident response profiles across distinct computing platforms, which is called the Emergency Ready Profile (“ERP”). Data is available for customers to access in the event of a disaster, catastrophe or storm event. The ERP application is a tool for property managers and owners, both residential and commercial, to develop a SERVPRO Emergency Ready Profile to help minimize business or home interruption by having a plan of action. This application will allow You and Your customers the ability to enter and make available ERP data from a computer, tablet or smartphone, including: property location information, property details, building access, utility contacts and shut-off, emergency and key contacts, including Your Servpro franchise. As noted in Item 1, We became the owner of this patent in October 2019 as part of the Securitization Transaction.

You can use the proprietary information in Our Manuals and software, which are described in Item 11. We have not filed an application for a copyright registration for the Manuals or software, but We claim a common-law copyright in Our Manuals and software and treat and consider the information in the Manuals and software as confidential and proprietary. You must treat the Manuals and the information as confidential and proprietary.

“Confidential Information” is all materials, information, knowledge, know-how and techniques received from or communicated by Us designated or treated as confidential. Included within Confidential Information are all Manuals, Bulletins, franchise rosters, franchisee lists, operations and training materials and videos, computer software applications and platforms, discussion forum information, e-mail contact lists, price lists and any other manuals or materials distributed by Us or Our affiliates, or other franchisees. You agree not to disclose, divulge or use these materials for any purpose other than in performing under Your Franchise License Agreement without Our prior written consent. You and each of the Owners and their spouses or domestic partners, officers and directors may not communicate, divulge or use for the benefit of anyone else any Confidential Information, knowledge or know-how concerning the methods of operation of the Franchise or the System. Upon request, You agree that each Owner and key employees and their respective spouses and domestic partners will execute a confidentiality agreement, in a form approved by Us, under which all such persons agree to abide by these confidentiality and non-disclosure provisions. You agree to divulge Confidential Information only to such employees



who must have access to it in order to operate the Franchise. You may not, at any time during or after the term of the Franchise License Agreement, disclose, copy, or use any Confidential Information except as We specifically authorize. You must promptly tell Us when You learn about unauthorized use of Our confidential or proprietary information. We will respond to this information as We deem appropriate.

All information, data (including customers and contacts), techniques and know-how developed or assembled or compiled by You or Your employees or agents during the term of Your Franchise License Agreement will be owned by Us and will constitute a part of the Confidential Information protected under the Franchise License Agreement.

You must have Your personnel who receive or will have access to confidential information sign covenants not to divulge the confidential information or use it for their own benefit. If You are a corporation or other legal entity, Your shareholders, members or partners must also execute these covenants. Our computer programs are confidential and provided to You under a revocable license. Any of Your employees who has access to Your password and log-in name for WorkCenter™ or ServproNET® must sign a confidentiality agreement.

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

If You are an individual or individuals, the Franchise is licensed in reliance on Your business skills, financial capacity, personal character, integrity, business and management experience. If You are a business entity, the Franchise is licensed in reliance on the business skills, financial capacity, and personal character of the principals and Owners. You or Your principals or Owners (if You are a business entity) must directly perform or directly supervise operation of the Franchise.

All Owners of the Franchise must personally complete the annual Franchise financial and operational business reviews and attend Convention (once per year in the Summer). The Operating Principal must participate in all other periodic Business Consultations typically conducted at Your primary business location, attend all area meetings (twice per year), view Servpro TV episodes and all training programs required by Us from time to time. An employee may not attend training or perform these duties in Your place. Any employee attending training must sign a written agreement to maintain confidentiality of the proprietary information and trade secrets described in Item 14 and to conform to the covenants not to compete described in Item 17. These agreements must be in a form satisfactory to Us and must provide that We are a third party beneficiary of, and have the independent right but not the obligation to enforce, the covenants.

If You are a legal entity, direct, on-site supervision must be performed by a designated Owner/Operating Principal, a shareholder, partner, or member who has successfully completed the Servpro training program.

If You are a legal entity, each individual shareholder, partner or member, and their spouses (even if You later marry or remarry), must sign a guaranty assuming and agreeing to pay all obligations under the Franchise License Agreement and sign an agreement to comply with its provisions, including accounting, recordkeeping, transfer, confidential information and non-competition. In

addition, spouses of Owners must sign an agreement to be bound by the terms and conditions of the Franchise License Agreement.

While You operate a Franchise under Our Franchise License Agreement, You cannot have an interest or business relationship with any of Our competitors. You may not share a warehouse, office space, a primary place of business or employees with another franchisee.

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

You must offer and sell only the goods and services which conform to Our standards and specifications (see Item 8). You must offer the goods and services that are designated as required for all franchisees. You must maintain in Your inventory the minimum required amount of professional cleaning products and equipment. You may elect to offer other services and products only upon Our written approval. We may change the authorized services and products that You must offer by either adding additional products and services or deleting products and services, or both.

You must comply with all applicable state and federal laws and regulations, and obtain all appropriate governmental approvals for the Franchise. You must operate the Franchise in strict conformity with Our required methods, procedures, policies, standards and specifications of the System as outlined in the Manuals and Bulletins and as We may otherwise state in writing. You must not deviate from Our standards and specifications or industry guidelines without Our prior written consent.

With the exception of National Accounts, Select National Accounts and Commercial Accounts, You may set Your own prices; however, we ask you to generally follow industry-accepted pricing practices for all services you perform, which can be found in standard third party pricing platforms, such as Xactimate, CoreLogic or others. Reasonable deviations should be supported by documented sound business reasons. On certain voluntary National Accounts, Select National Accounts and Commercial Accounts, We or the client may set the maximum price which You may charge for defined services and products. You have the option not to participate in these National Account, Select National Account and Commercial Account arrangements. In addition, certain insurance companies may restrict the prices You may charge to their insureds. If You elect not to participate or do not qualify, We may authorize another party to perform the work in Your non-exclusive Operating Territory with no payment to You.

You are limited in how You may engage in the business of the Franchise outside Your non-exclusive Operating Territory. (See Our Territorial Policy, attached as Exhibit D, and Items 6 and 12 for more information about territorial obligations and restrictions.) Any services or businesses owned or operated, or offered in any manner whatsoever, by You that are similar, related or competitive to the Franchise, Franchise Services, or the System are subject to Royalty, Fixed Fee and Brand Fund Fee payments as set forth in this disclosure document and in the Franchise License Agreement. We will determine in Our discretion whether or not any such services or businesses are subject to these payments. You must obtain prior written authorization from Our authorized officer in advance of operating such businesses or performing such services for them to be excluded from Royalty or other fee payments and should inquire as to whether or not particular services or businesses are subject to Royalty or Fixed Fee or Brand Fund Fee payments. If You transact other business which is not subject to the Franchise License

Agreement, You must identify in writing its existence and function, keep that business completely separate from the Franchise, and make its records available for Our review.

**ITEM 17  
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	1.1	Initial term is 5 years. From time to time, We may grant conditional terms of less than 5 years for existing franchisees purchasing additional franchises or new franchisees purchasing 2 or more resale franchises from an existing franchisee seller. These conditional terms generally require Gross Volume thresholds, personnel, and minimum equipment requirements.
b. Renewal or extension of the term	1.2 and 1.3	You can renew for additional 5-year terms if You meet Our requirements.
c. Requirements for You to renew or extend	1.2	You may renew the franchise for an additional 5 years if You give Us 30 days' written notice of renewal prior to expiration; Your monetary obligations are current; You are not in default of any provision of the Franchise License Agreement or any other agreement with Us or Our affiliates; You fully complied with all terms and conditions of such agreements during their terms; You obtain required vehicles, equipment, supplies, cleaning products, uniforms, and computer hardware and software; You attend and successfully complete any required training programs; You execute Our then-current standard form of Franchise License Agreement and associated documents, which may contain materially different terms; You execute a general release; You provide proof of required insurance; vehicles are properly painted and decaled, and employees are properly uniformed; You send Us the most current year-end balance sheet and income statement compiled by a certified public accountant or licensed public accountant on the accrual basis; You submit Your federal income tax returns and individual tax returns for any Owner and his or her spouse or domestic partner and tax returns for any business for which You or any Owners and/or their spouses or domestic partners have an ownership interest; and You pay Us the

Provision	Section in franchise or other agreement	Summary
		then-current renewal fee (and an additional fee to extend the Franchise License Agreement to add an additional 30 days, where necessary).
d. Termination by You	10.2	You can terminate by selling Your Franchise or by giving Us 120 days' written notice of voluntary termination if You are current on Your obligations and You sign a general release.
e. Termination by Us without cause	None	We cannot terminate Your Agreement without cause.
f. Termination by Us with cause	10.3, 10.4, and 10.5	We can terminate Your Agreement if You default.
g. "Cause" defined – curable defaults	10.5 and 13.19	<p>Subject to local state law, You have 30 days to cure: Your failure to pay fees; Your failure to observe Our standards; Your failure to obtain Our consent when required; making transfer without Our consent; refusal to allow Our inspection of Your Franchise or its books and records; a violation of health or safety laws; Your failure to keep telephone numbers registered; sale or use of unauthorized products or You otherwise fail to comply with terms of the Agreement, the System and the Franchise. We may disallow for any month in which You are in default the Convention Allowance credited to You.</p> <p>A default by You of any agreement with Us is a default under all other agreements between Us.</p>
h. "Cause" defined – non-curable defaults	10.3, 10.4, and 13.19	<p>Non-curable defaults can cause immediate termination of Your Agreement and include: Your insolvency; You abandon or otherwise cease to operate the Franchise; You make material misrepresentations to Us or submit false reports; You are convicted of, or plead guilty to, a felony involving breach of trust, theft, or any type of violence against a person; Your Franchise poses a threat to public health or safety; You divulge Our Confidential Information; You fail to maintain required insurance; You fail to cure a default after notice; You are repeatedly in default whether or not You cure after notice; and You attempt to sell or transfer without Our prior consent.</p> <p>A default by You of any agreement with Us is a default under all other agreements between Us.</p>

Provision	Section in franchise or other agreement	Summary
i. Your obligations on termination / non-renewal	11.1	Your obligations include complete de-identification from Servpro brand; honor Your non-competition obligations; repaint any vehicles; transfer phone numbers; cooperate in an audit; pay any amounts due to Us; terminate or assign XactNet address; deliver customer and contract contact data. (Also see r below); and cease accessing Our Manuals and computer programs.
j. Our Assignment of contract	5.6	There are no restrictions on Our right to assign Your Agreement.
k. "Transfer" by You – defined	5.1	Includes transfer of any interest in Your Agreement or any ownership change.
l. Our approval of transfer by You	5.1	We have the right to approve all transfers according to Our then-current criteria.
m. Conditions for Our approval of transfer	5.5, 5.6 and 8.3	You provide information on new franchisee; You are not in default; all outstanding debts paid; new franchisee qualifies; transfer fee paid; purchase agreement provided; training completed; current Agreement signed by new franchisee, and You sign a general release (also see r below). We reserve the right to require that You purchase insurance tail coverage for up to 2 years in the event of a sale or transfer. Convention allowance goes to buyer or transferee.
n. Our right of first refusal to acquire Your business	5.5(i)	You must give Us 30 days' notice and provide Us with a copy of the proposed Purchase Agreement or other transfer terms and allow Us to purchase the Franchise or assume a transfer at the same price and on the same terms.
o. Our option to purchase Your business	Not Applicable	The Franchise License Agreement does not grant Us this right.
p. Your death or disability	5.2	We will not unreasonably withhold Our consent to transfer to Your heir if the new franchisee meets Our qualification criteria, including financial criteria, training arranged and completed, transfer fee paid, current Agreement signed, and all outstanding debts paid.
q. Non-competition covenants during the term of the franchise	6.6(b)(1)	You cannot be involved in any competing business.
r. Non-competition covenants after the franchise is terminated or expires	6.6(b)(2)	For 2 years, You cannot be involved in any competing business within the former Operating Territory, in a 25-mile radius of the exterior boundaries of the former Operating Territory, or in a 25-mile radius from any location—whether within or outside the former Operating Territory—where You produced or performed a large loss, storm or catastrophic event job generating in excess of \$50,000 in Gross Volume.

Provision	Section in franchise or other agreement	Summary
s. Modification of the agreement	13.1	No modification except by written agreement of both parties.
t. Integration/merger clause	13.12	Subject to local state law, only the terms of the Franchise License Agreement are binding; any other promises may not be enforceable; representations made in the Franchise Disclosure Document are not disclaimed.
u. Dispute resolution by arbitration or mediation	12, 13 and 14	All disputes must be mediated with the mediation held at a mutually convenient time and place and the cost being shared equally by the parties. If mediation is unsuccessful, most disputes will be resolved by arbitration.
v. Choice of forum	13.11 and 14	Litigation must be in Sumner County Circuit or Chancery Court or the United States District Court, Middle District of Tennessee unless local state law supersedes this provision. Arbitration proceedings will be conducted at a suitable location chosen by the arbitrator that is within 40 miles of where franchisor has its principal business address at the time the arbitration demand is filed.
w. Choice of law	13.10 and 14	Tennessee law applies unless local state law supersedes this provision. Matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 <u>et seq.</u> )

**ITEM 18  
PUBLIC FIGURES**

We do not use any public figure to promote Our Franchise.

**ITEM 19  
FINANCIAL PERFORMANCE REPRESENTATIONS**

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize Our employees or representatives to make any such representations either orally or in writing. If You are purchasing an existing outlet, however, We may provide You with the actual records of that outlet. If You receive any other financial performance information or projections of Your future income, You should report it to the franchisor’s management by contacting John Sooker,

President of Servpro Industries, LLC, 801 Industrial Boulevard, Gallatin, Tennessee 37066, 615-451-0200, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20  
OUTLETS AND FRANCHISEE INFORMATION**

The numbers in the tables are as of December 31 in each year.

Table No. 1

**Systemwide Outlet Summary For Years 2021 to 2023**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2021	1864	1960	+96
	2022	1960	2114	+154
	2023	2114	2202	+88
Company Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	1864	1960	+96
	2022	1960	2114	+154
	2023	2114	2202	+88

*[Table No. 2 begins on next page]*

Table No. 2

**Transfers of Outlets From Franchisees to New Owners (other than the Franchisor)  
For Years 2021 to 2023**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	2021	0
	2022	0
	2023	4
Arizona	2021	2
	2022	3
	2023	2
Arkansas	2021	3
	2022	2
	2023	0
California	2021	12
	2022	12
	2023	15 <sup>5</sup>
Colorado	2021	1
	2022	3
	2023	2
Connecticut	2021	1
	2022	0
	2023	3
Delaware	2021	0
	2022	2
	2023	0
District of Columbia	2021	0
	2022	1
	2023	0
Florida	2021	16
	2022	18
	2023	4
Georgia	2021	5
	2022	5
	2023	1
Idaho	2021	0
	2022	1
	2023	1



Column 1 State	Column 2 Year	Column 3 Number of Transfers
Illinois	2021	2
	2022	11 <sup>3</sup>
	2023	1
Indiana	2021	5
	2022	0
	2023	2
Iowa	2021	0
	2022	2
	2023	0
Kansas	2021	0
	2022	1
	2023	2
Kentucky	2021	4
	2022	3
	2023	0
Maine	2021	0
	2022	2
	2023	4
Maryland	2021	1
	2022	4
	2023	0
Massachusetts	2021	8
	2022	1
	2023	2
Michigan	2021	7
	2022	1
	2023	3 <sup>4</sup>
Minnesota	2021	0
	2022	5
	2023	4
Mississippi	2021	1
	2022	4
	2023	2
Missouri	2021	5
	2022	6
	2023	1
Nebraska	2021	1
	2022	0
	2023	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Nevada	2021	0
	2022	1
	2023	0
New Jersey	2021	8
	2022	4
	2023	3
New Mexico	2021	4
	2022	0
	2023	0
New York	2021	4
	2022	5
	2023	3
North Carolina	2021	11
	2022	5
	2023	9
Ohio	2021	7
	2022	4
	2023	3
Oklahoma	2021	0
	2022	2
	2023	2
Oregon	2021	2
	2022	6
	2023	4
Pennsylvania	2021	8
	2022	5
	2023	7
Rhode Island	2021	0
	2022	1
	2023	0
South Carolina	2021	2
	2022	6
	2023	5
Tennessee	2021	1
	2022	0
	2023	3
Texas	2021	8
	2022	13
	2023	7

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Utah	2021	2
	2022	0
	2023	0
Vermont	2021	0
	2022	0
	2023	1
Virginia	2021	3
	2022	3
	2023	3
Washington	2021	1
	2022	6
	2023	1
West Virginia	2021	0
	2022	3
	2023	0
Wisconsin	2021	3
	2022	7
	2023	2
Total	2021	138
	2022	158
	2023	106

**Table No. 3**

**Status of Franchised Outlets For Years 2021 to 2023**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at End of the Year
Alabama	2021	41	0	0	0	0	0	41
	2022	41	0	0	0	0	0	41
	2023	41	0	0	0	0	0	41
Alaska	2021	2	0	0	0	0	0	0
	2022	0	0	2	0	0	0	0
	2023	0	0	0	0	0	0	0

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at End of the Year
Arizona	2021	25	7	1	0	0	0	31
	2022	31	0	0	0	0	0	31
	2023	31	5	0	0	0	0	36
Arkansas	2021	12	2	0	0	0	0	14
	2022	14	1	0	0	0	0	15
	2023	15	0	0	0	0	0	15
California	2021	254	8	0	0	0	0	262
	2022	262	5	4	0	0	0	263
	2023	263	5	0	0	0	0	2685
Colorado	2021	32	3	0	0	0	1	34
	2022	34	7	0	0	0	0	41
	2023	41	2	0	0	0	0	43
Connecticut	2021	26	1	0		0	0	27
	2022	27	1	0	0	0	0	28
	2023	28	1	0	0	0	0	29
Delaware	2021	6	1	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Florida	2021	121	17	1	1	0	1	136
	2022	136	12	0	0	0	0	148
	2023	148	9	0	0	0	0	157
Georgia	2021	63	0	0	0	0	0	63
	2022	63	3	0	0	0	0	66
	2023	66	1	0	0	0	0	67
Hawaii	2021	5	2	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	2	0	0	0	0	9
Idaho	2021	9	0	0	0	0	0	9
	2022	9	1	0	0	0	0	10
	2023	10	1	0	0	0	0	11
Illinois	2021	81	2	0	1	0	0	82
	2022	82	9	2	0	0	0	903
	2023	90	1	0	0	0	0	91
Indiana	2021	42	2	1	0	0	0	43
	2022	43	0	2	0	0	0	41
	2023	41	2	0	0	0	0	43

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at End of the Year
Iowa	2021	19	0	0	0	0	0	19
	2022	19	1	0	0	0	0	20
	2023	20	0	0	0	0	0	20
Kansas	2021	10	1	0	0	0	0	11
	2022	11	0	0	0	0	0	11
	2023	11	3	0	0	0	0	14
Kentucky	2021	32	0	0	0	0	0	32
	2022	32	0	0	0	0	0	32
	2023	32	1	0	0	0	0	33
Louisiana	2021	20	0	0	0	0	0	20
	2022	20	7	0	0	0	0	27
	2023	27	1	0	0	0	0	28
Maine	2021	12	1	0	0	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
Maryland	2021	42	0	0	0	0	0	42
	2022	42	2	0	0	0	0	44
	2023	44	0	0	0	0	0	44
Massachusetts	2021	52	11	1	0	0	0	52
	2022	52	0	0	0	0	0	52
	2023	52	2	0	0	0	0	54
Michigan	2021	65	0	0	1	0	0	64
	2022	64	1	0	1	0	0	64
	2023	64	3	2	0	0	0	664
Minnesota	2021	26	3	0	0	0	0	29
	2022	29	10	0	0	0	0	39
	2023	39	5	0	0	0	0	44
Mississippi	2021	22	0	0	0	0	0	22
	2022	22	2	0	0	0	0	24
	2023	24	1	0	0	0	0	25
Missouri	2021	42	0	0	0	0	0	42
	2022	42	1	0	0	0	0	43
	2023	43	2	0	0	0	0	45
Montana	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	1	0	0	0	4

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at End of the Year
Nebraska	2021	8	3	0	0	0	0	11
	2022	11	0	0	0	0	0	11
	2023	11	1	0	0	0	0	12
Nevada	2021	11	2	2	0	0	0	13
	2022	13	4	0	0	0	0	17
	2023	17	0	0	0	0	0	17
New Hampshire	2021	13	0	0	0	0	0	13
	2022	13	1	0	0	0	0	14
	2023	14	0	0	0	0	0	14
New Jersey	2021	58	1	0	0	0	0	59
	2022	59	8	1	0	0	0	66
	2023	66	6	0	0	0	0	72
New Mexico	2021	5	1	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	1	0	0	0	0	7
New York	2021	77	102	1	0	0	0	86
	2022	86	16	0	0	0	0	102
	2023	102	6	1	0	0	0	107
North Carolina	2021	62	2	1	0	0	0	63
	2022	63	8	0	0	0	0	71
	2023	71	7	1	0	0	0	77
North Dakota	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Ohio	2021	67	2	0	0	0	0	69
	2022	69	1	0	0	0	0	70
	2023	70	6	0	0	0	0	76
Oklahoma	2021	16	2	0	0	0	0	18
	2022	18	3	0	0	0	0	21
	2023	21	0	1	0	0	0	20
Oregon	2021	32	3	4	0	0	0	31
	2022	31	1	1	0	0	0	31
	2023	31	0	0	0	0	0	31
Pennsylvania	2021	86	3	0	0	0	0	89
	2022	89	4	1	0	0	0	92
	2023	92	10	0	1	0	0	101

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at End of the Year
Rhode Island	2021	6	0	0	0	0	0	6
	2022	6	1	0	0	0	0	7
	2023	7	0	0	0	0	0	7
South Carolina	2021	32	4	0	0	0	0	36
	2022	36	1	0	0	0	0	37
	2023	37	2	1	0	0	0	38
South Dakota	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
Tennessee	2021	46	2	0	0	0	0	48
	2022	48	4	0	0	0	0	52
	2023	52	3	0	0	0	0	55
Texas	2021	126	13	0	0	0	0	139
	2022	139	32	1	0	0	0	170
	2023	170	8	1	1	0	0	176
Utah	2021	14	6	0	0	0	0	20
	2022	20	2	0	0	0	0	22
	2023	22	0	0	0	0	0	22
Vermont	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Virginia	2021	48	3	0	0	0	0	51
	2022	51	0	0	0	0	0	51
	2023	51	0	1	1	0	0	49
Washington	2021	40	0	0	0	0	0	40
	2022	40	7	0	0	0	0	47
	2023	47	0	0	0	0	0	47
West Virginia	2021	7	0	0	0	0	0	7
	2022	7	1	0	0	0	0	8
	2023	8	0	0	0	0	0	8
Wisconsin	2021	30	3	0	0	0	0	33
	2022	33	2	0	0	0	0	35
	2023	35	0	0	0	0	0	35
Wyoming	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
	2023	5	0	0	0	0	0	5

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at End of the Year
District of Columbia	2021	1	0	0	0	0	0	1
	2022	1	6	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Total	2021	1864	112	12	3	0	1	1960
	2022	1960	166	12	1	0	0	2114
	2023	2114	98	9	3	0	0	2202

Notes

1. On December 31, 2021 a Massachusetts Trainership was reacquired by Us and had an Associate franchise combined with the Trainership, which was retained by the franchisee under a new franchise agreement effective December 31, 2021. (See Table No. 3)
2. On December 31, 2021 a New York Trainership was reacquired by Us and had an Associate franchise combined with the Trainership, which was retained by the franchisee under a new franchise agreement effective December 31, 2021. (See Table No. 3)
3. On January 4, 2022 a Illinois Franchise was terminated by Us an reinstated by Us on May 4, 2022 and sold by the Franchisee as a resale on May 4, 2022. (See Table No. 2 and Table No. 3)
4. On January 24, 2023 a Michigan Franchise was terminated by Us and reinstated by Us on April 26, 2023 and sold by the Franchisee as a resale on April 26, 2023. (See Table No. 2 and Table No. 3)
5. On August 9, 2022 a California Franchise was terminated by Us and reinstated by Us on January 23, 2023 and sold by the Franchisee as a resale on January 23, 2023. (See Table No. 2 and Table No. 3)

Table No. 4

**Status of Company Owned Outlets For Years 2021 to 2023**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the 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 the Year
All States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Totals	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0



Table No. 5

**Projected Openings as of December 31, 2023**

State	Franchise Agreements Signed but Franchise Not Open	Projected New Franchises in the Next Fiscal Year	Projected New Company-Owned Openings in the Next Fiscal Year
AR	0	2	0
AZ	0	5	0
CA	0	6	0
CO	0	5	0
FL	0	6	0
GA	0	1	0
HI	0	1	0
IA	0	1	0
ID	0	1	0
IL	0	1	0
IN	0	4	0
KS	0	1	0
KY	0	1	0
MA	0	3	0
MD	0	1	0
MI	2	1	0
MN	0	6	0
MO	0	2	0
MT	0	1	0
NC	0	6	0
NH	0	2	0
NJ	0	2	0
NM	0	1	0
NV	0	1	0
NY	0	4	0
OH	0	1	0
OK	0	1	0
OR	0	1	0
PA	0	2	0
SC	0	2	0
TN	0	1	0
TX	0	6	0

State	Franchise Agreements Signed but Franchise Not Open	Projected New Franchises in the Next Fiscal Year	Projected New Company-Owned Openings in the Next Fiscal Year
UT	0	1	0
VA	0	5	0
VT	0	1	0
WA	0	2	0
WI	0	1	0
WY	0	1	0
Totals	2	90	0

Exhibit M lists the names of all current franchises and the addresses and telephone numbers of their outlets as of December 31, 2023.

Exhibit M also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement, during 2023 or who had not communicated with Servpro Industries or Us within the 10 weeks before the issuance date of this disclosure document. If You buy this franchise, Your contact information may be disclosed to other buyers when You leave the franchise system. Franchisees have signed confidentiality clauses during the last 3 fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Servpro franchise system. 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.

There are no trademark-specific franchisee organizations associated with the Servpro franchise system.

From 1994 to 2001 We coordinated a Franchise Communication Board, which was deactivated due to a lack of topics raised by Servpro franchisees. From 2015 to 2020 We coordinated a renamed Franchise Advisory Board, which went inactive. The purpose of both Boards was to facilitate greater communication, collaboration, and understanding of issues, concerns and opportunities within the Servpro franchise system. There were 6 elected Franchise representatives on the Franchise Advisory Board – one corresponding to each of the Servpro National Advertising Advisory Board Regions – as well as Servpro Industries' Executive Management and senior leaders. We may reactive the board in the same or different configuration at any time in Our discretion and upon notice.

## ITEM 21 FINANCIAL STATEMENTS

Exhibit K contains Our audited financial statements as of December 31, 2023, December 31, 2022, and December 31, 2021, and for the years then ended.

On October 1, 2019, and again on March 10, 2021, January 27, 2022, and January 24, 2024, Servpro Master Issuer, LLC, Our direct parent company, issued fixed rate notes as part of the Securitization Transaction. Various assets have been pledged to secure this indebtedness, including all franchise agreements and other agreements existing as of the closing of the Securitization Transaction. Certain subsidiaries and affiliates of Servpro Master Issuer, LLC have guaranteed the indebtedness, including Us. See Item 1 above, as well as the Footnotes to the financial statements in Exhibit K, for more information about the Securitization Transaction.

As also described in Item 1 above, at the closing of the Securitization Transaction, Servpro Industries, the original franchisor of the Servpro system and one of Our predecessors (and parent companies), entered into a Management Agreement with Us under which Servpro Industries has agreed to provide required support and services to Servpro franchisees under their franchise agreements. Exhibit K also includes Servpro Industries' audited, consolidated financial statements as of December 31, 2023, December 31, 2022, and December 31, 2021, and for the years then ended. These financial statements are being provided for disclosure purposes only. Servpro Industries is not a party to the Franchise License Agreement We sign with franchisees and does not guarantee Our obligations under the Franchise License Agreement.

## ITEM 22 CONTRACTS

Exhibit A: Our Franchise License Agreement

Exhibits to Our Franchise License Agreement:

- A. Description of Operating Territory and Designation of Authorized Trade Name
- B. Addendum to Franchise License Agreement – Volume Renewal Requirements for Additional Acquisitions
- C. (1) Acquisition Agreement
- (2) California Acquisition Agreement/Statement of Loan
- (3) California Statement of Loan

Exhibit B: *ServproNET*® Policies and Procedures Agreement  
Exhibit C: Software License  
Exhibit D: Territorial Policy Acknowledgment and Territorial Policy  
Exhibit E: Secured Promissory Note and Security Agreement  
Exhibit F: Deposit to Reserve Territory  
Exhibit G: List of Owners, Partners, Members, Shareholders  
Exhibit H: Guaranty Agreement  
Exhibit I: Confidentiality and Non-Competition Agreement for Non-Owner Spouse  
Exhibit J: Confidentiality and Non-Competition Agreement for Resale Buyer  
Exhibit N: Transfer of Servpro Franchise and General Release  
Exhibit O: Select National Accounts Participation Agreement  
Exhibit P: National Accounts Qualification

Exhibit Q: Commercial Accounts Participation Agreement  
Exhibit R: Commercial Accounts Qualification  
Exhibit S: Reconstruction Qualification  
Exhibit T: State-Specific Addenda and Riders: Maryland, Minnesota, and North Dakota

## **ITEM 23 RECEIPTS**

You will find copies of a detachable receipt in Exhibit U at the very end of this disclosure document.

## **EXHIBIT A**

### **FRANCHISE LICENSE AGREEMENT**

#### **Exhibits to Our Franchise License Agreement:**

- A. Description of Operating Territory and Designation of Authorized Trade Name
- B. Addendum to Franchise License Agreement-Volume Renewal Requirements for Additional Acquisitions
- C.
  - (1) Acquisition Agreement
  - (2) California Acquisition Agreement/Statement of Loan
  - (3) California Statement of Loan



## FRANCHISE LICENSE AGREEMENT

THIS FRANCHISE LICENSE AGREEMENT (the “Agreement”) is made and entered into as of the date executed and accepted by FRANCHISOR (the “Effective Date”) by and between SERVPRO FRANCHISOR, LLC, a Delaware limited liability company having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 (“FRANCHISOR”) and \_\_\_\_\_ (“OPERATOR”).

WHEREAS, FRANCHISOR and its affiliates have developed, adapted and adopted certain skills, concepts, business techniques, marketing systems, methods, processes, standards, specifications, policies and procedures, and methods of operation (the “System”) for a business to offer and sell residential and commercial cleaning; fire, smoke, water, wind, and other damage cleaning, restoration, mitigation; reconstruction; construction; repair, residential and commercial building services; mold remediation and bioremediation (trauma, crime scene, blood borne pathogen cleanup) services; cleaning and disinfection to limit the survival of viruses and emerging and bacterial viral pathogens; deodorization and odor removal; and any services or goods related to or connected to the foregoing, including, without limitation: servicing losses from events and disasters, such as fire, flood, earthquake, storm; contents cleaning; duct cleaning; floor, carpet, drapery and upholstery cleaning; dry cleaning and laundry; carpet and flooring sales and installation; carpentry; janitorial services; maintenance; painting services; plumbing, HVAC, roofing; and selling designated products (the “Franchise” and “Franchise Services”); and

WHEREAS, FRANCHISOR owns and identifies the System and the Franchise by means of certain trade names, service marks, trademarks, logos, emblems and other indicia of origin owned by FRANCHISOR, including, without limitation, the mark SERVPRO® and the stylized logo designs (the “Proprietary Marks,”) and other identifying colors and paint schemes, trade dress, slogans, promotional campaigns, artistic creations, advertising formats and concepts (the “Trade Indicia,”) and such Proprietary Marks and Trade Indicia as may hereafter periodically be designated by FRANCHISOR for use in connection with the System and the Franchise (collectively, the “Marks”);

WHEREAS, OPERATOR, understanding and acknowledging the necessity of operating in conformity to the System and Marks, desires to acquire a license for a Franchise to be operated in and from a specified non-exclusive geographic territory more fully set forth in Section 2.3 and further identified in the Description of Operating Territory and/or map (the non-exclusive “Operating Territory”), and FRANCHISOR is willing and agrees to grant to OPERATOR such a non-exclusive license for a Franchise to be operated on a non-exclusive basis under the terms and conditions hereinafter set forth (the “Franchise”).

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree that the above recitals are incorporated as a material part of this Agreement, and further agree as follows:

### **1. TERM; RENEWAL**

1.1 Initial Term. This Agreement and the license granted herein shall have a term of five (5) years from the date of FRANCHISOR's execution of this Agreement, unless terminated earlier in accordance with the terms set forth herein.

1.2 Renewal. Immediately prior to the expiration of the initial or any successive five (5) year term, OPERATOR may renew the franchise for an additional five (5) year term by giving thirty (30) days' written notice of renewal to FRANCHISOR prior to expiration, provided:

(a) OPERATOR's monetary obligations to FRANCHISOR and its affiliates, any Distributor and any subcontractors, vendors and other creditors are current;

(b) OPERATOR is not in default of any provision of this Agreement or any other agreement between OPERATOR and FRANCHISOR (such as conditions agreed upon in writing) or between OPERATOR and any affiliate of FRANCHISOR; and

(c) OPERATOR shall have fully complied with all terms and conditions of such agreements during the terms thereof.

In addition, OPERATOR shall:

(d) obtain such vehicles, equipment, supplies, cleaning products, uniforms, computer hardware and software applications and hire staff as FRANCHISOR may require for OPERATOR to meet FRANCHISOR's then-current standards, as reflected in FRANCHISOR's business model;

(e) attend and successfully complete, to FRANCHISOR's satisfaction, any retraining program that FRANCHISOR may require of Operating Principals of OPERATOR and/or Owners, approved by FRANCHISOR;

(f) execute FRANCHISOR's then-current standard form of Franchise License Agreement and associated documents, which may contain materially different terms and conditions;

(g) execute a general release, in a form satisfactory to FRANCHISOR, of any and all known and unknown Claims against FRANCHISOR, its affiliates and their respective officers, directors, employees, shareholders, owners, agents, successors, assigns, and representatives through the renewal date;

(h) provide proof of insurance evidencing compliance with all requirements of Section 7.8;

(i) repaint and reapply decals to any business vehicle more than five (5) years old and provide proof that other newer business vehicles are properly painted and decaled and employees are uniformed according to the then-current vehicle and uniform appearance standards;

(j) submit to FRANCHISOR the most recent year-end balance sheet and income statement compiled by a certified public accountant or licensed public accountant prepared on the accrual basis of accounting, if requested;

(k) submit federal income tax returns for OPERATOR and individual tax returns for each Owner (as defined in Section 2.5(b) below) and each Owner's spouse or domestic partner; and federal income tax returns for any business in which OPERATOR or any Owners and/or their respective spouses or domestic partners have an ownership interest or other interest described in

Section 3.2, excluding public companies for which any Owner owns less than a 5% interest; this information shall be provided for the most recent calendar year return for which the deadline for filing has occurred within 12 months of renewal date, if requested; and

(l) pay FRANCHISOR its then-current renewal fee upon renewal. If OPERATOR does not complete the renewal requirements by the expiration date of this Agreement, OPERATOR shall pay an additional \$1,000 to extend this Agreement to add an additional thirty (30) days.

1.3 Renewals for Additional Acquisitions. When renewing second and subsequent SERVPRO Franchise License Agreements for Additional Acquisitions (as defined in Exhibit B) (the “Additional Franchises”), all provisions in Section 1.2 apply and the additional provisions of the “Addendum to Franchise License Agreement Volume Renewal Requirements for Additional Acquisitions” attached as Exhibit B, apply. In addition, any conditional renewal terms agreed upon in writing must be met.

## **2. GRANT OF LICENSE; TRADE NAME; OPERATING TERRITORY; TERRITORIAL POLICY**

2.1. Grant of License. FRANCHISOR hereby grants to OPERATOR, and OPERATOR accepts:

(a) a non-exclusive license, right, authority and obligation, subject to the terms and conditions of this Agreement, to establish and operate the Franchise in and for the Operating Territory. FRANCHISOR may license others to offer or perform the same services in the Operating Territory and may include all or a portion of OPERATOR’s Operating Territory in the operating territory of other franchisees of FRANCHISOR. FRANCHISOR and its affiliates may offer or perform the same services in the Operating Territory. OPERATOR may operate a single Franchise under this Agreement. If OPERATOR wishes to operate more than one Franchise, OPERATOR must meet FRANCHISOR’s then-current qualification criteria and enter into FRANCHISOR’s then-current additional franchise license agreement for each Franchise to be operated, which criteria and franchise license agreement may be materially different than this Agreement; and

(b) the non-exclusive license, right and privilege to use the Marks and the System in connection with the operation of the Franchise, subject to all of the terms and conditions of this Agreement and such terms and conditions as FRANCHISOR may periodically establish. OPERATOR expressly agrees that all rights, title and interest in and to the Marks, the System and goodwill, including, without limitation, all types of social media and other electronic postings, Internet presence, websites, cellular and landline telephone numbers, and confidential trade secrets are owned by FRANCHISOR and shall remain solely owned by FRANCHISOR and are being revealed and licensed to OPERATOR solely to enable OPERATOR to establish and operate the Franchise. Any goodwill from the use of the Marks by OPERATOR shall inure solely to the benefit of FRANCHISOR.

(c) OPERATOR agrees to use best efforts to operate its Franchise business according to the highest ethical, operational and industry standards, and to preserve and protect the Servpro brand.

(d) The System and the Franchise may be periodically changed, supplemented, improved upon, further developed, revised and/or modified from time to time in



FRANCHISOR's sole discretion and communicated in manuals, training materials, e-learnings and videos, bulletins or otherwise in writing ("Modify", "Modified", "Modifications").

2.2 Authorized Trade Name. OPERATOR is licensed and authorized to do business pursuant to the terms of this Agreement utilizing only the authorized trade name listed on Exhibit A under such terms and conditions as FRANCHISOR may periodically establish.

2.3 Operating Territory. OPERATOR is licensed to operate the Franchise on a non-exclusive basis in and from the Operating Territory described and identified in Exhibit A and in the Description of Operating Territory and Operating Territory map under such terms and conditions as FRANCHISOR may periodically establish. If any boundaries of the Operating Territory consist of political subdivision boundaries that are subject to change, the parties agree that the boundaries of the Operating Territory shall remain constant as of the date hereof notwithstanding any subsequent change in the boundaries of the political subdivision. OPERATOR agrees to develop its Operating Territory to its maximum economic potential and to implement FRANCHISOR's operating systems and business models. OPERATOR agrees to use best efforts to grow its Gross Volume each year by a minimum of fifteen percent (15%), excluding Sub-contract Services, reconstruction or construction and large loss jobs exceeding \$50,000 that fall outside OPERATOR's Operating Territory or the Operating Territory of a Servpro franchise owned in whole or in part by an Owner.

2.4 Territorial Policy. OPERATOR is authorized to solicit, advertise, market, promote, offer and perform the services of the Franchise in and from the Operating Territory designated in Section 2.3 using the trade name authorized in Section 2.2, and OPERATOR agrees to concentrate such efforts on the development of the Franchise in the Operating Territory. FRANCHISOR has prescribed certain conditions, terms and limitations under which OPERATOR may solicit, advertise, offer and perform services outside the Operating Territory, which are set forth in FRANCHISOR's Territorial Policy. OPERATOR agrees to follow the Territorial Policy as it may be periodically modified by FRANCHISOR. OPERATOR agrees that FRANCHISOR may enforce the Territorial Policy when and as FRANCHISOR deems appropriate in its sole discretion. OPERATOR acknowledges that FRANCHISOR may, in its sole discretion, impose sanctions for violations of the Territorial Policy, including, without limitation, liquidated damages, disallowance of Convention Allowance, and disallowance of the referral fees and/or other commissions that may become due under the Territorial Policy, which amounts may vary depending upon FRANCHISOR's determination of the severity of the violation. OPERATOR may not hold FRANCHISOR liable for violations of the Territorial Policy by any other SERVPRO franchisee under any circumstances.

2.5 Designation of OPERATOR. The entity status of OPERATOR is designated on Exhibit A. If OPERATOR is:

(a) a sole proprietorship, OPERATOR's spouse or domestic partner shall be included as a licensee in an individual capacity or, at FRANCHISOR's option, shall sign an agreement binding the spouse to adhere to the confidentiality standards and the covenant not to compete, as described in this Agreement.

(b) a legal entity other than a sole proprietorship, OPERATOR shall submit a copy of the organizational documents to FRANCHISOR, which shall recite that the issuance and assignment of any capital stock or other ownership interests thereof are restricted by the terms of this Agreement and all issued and outstanding stock or other ownership certificates shall bear a legend as specified in Section 5.3. At any time upon request, in such form as FRANCHISOR may require, OPERATOR shall furnish and keep current with FRANCHISOR a certified list of all

principals, persons and entities owning any interest in OPERATOR, including, without limitation, any and all Owners reflecting their interest in OPERATOR, executed by all Owners, and their respective spouses and domestic partners agreeing to be bound by all of the provisions of this Agreement. The term Owner(s) is defined as including, without limitation, all principals, shareholders, members, partners or any other individuals or business entities with any ownership interests in OPERATOR permitted by FRANCHISOR as well as their spouses and domestic partners. OPERATOR agrees to notify FRANCHISOR in writing whenever there is a proposed change, which is subject to FRANCHISOR's prior written approval. All Owners and their spouses and domestic partners shall execute a guaranty agreement in a form satisfactory to FRANCHISOR, guaranteeing all amounts due and obligations under this Agreement and all other amounts due to FRANCHISOR or its affiliates. In addition, all spouses and domestic partners of Owners must sign an agreement to be bound by the terms and conditions of this Agreement. The Operating Principal is defined as the individual Owner(s) approved by FRANCHISOR as primarily responsible for the day-to-day operations of the Franchise and, as to OPERATOR's business relationship with FRANCHISOR, authorized to make all decisions on behalf of OPERATOR. All Owners must meet FRANCHISOR's training and qualification requirements as may be designated and/or modified from time to time in FRANCHISOR's sole discretion.

2.6. The System. OPERATOR recognizes the value and the importance of following the System. OPERATOR agrees to operate a Franchise in conformance with the System. OPERATOR agrees to indicate to the public that OPERATOR operates the Franchise pursuant to the System as an independent SERVPRO franchisee. OPERATOR acknowledges that the System and Franchise may be Modified periodically at FRANCHISOR's sole discretion, including, without limitation, FRANCHISOR's right to: (i) offer new or modified services and products to OPERATOR; (ii) require OPERATOR to offer new or modified services and products to its customers; (iii) modify methods of distribution and communication; (iv) adopt new programs and discontinue programs; (v) develop participation qualification criteria for programs, or types or sizes of jobs; (vi) require new or modified training, whether one-time or on-going; and (vii) impose charges in connection with such Modifications of the System as long as the changes apply generally to other franchisees or categories of franchisees. In the interest of preserving the integrity and reputation of the System, FRANCHISOR shall have full discretion over implementing such Modifications, and OPERATOR shall comply with all requests and requirements of FRANCHISOR as a result of such Modifications to the System. OPERATOR agrees to maintain in inventory the minimum amount of professional cleaning products and equipment, as designated by FRANCHISOR from time to time.

OPERATOR must be fluent in the English language to own and operate a SERVPRO franchise and to complete FRANCHISOR's training program. FRANCHISOR agrees to provide training and manuals only in the English language. FRANCHISOR may, but has no obligation to, translate some of FRANCHISOR's written materials into other languages from time to time.

2.7 FRANCHISOR Sales. Within and outside the Operating Territory, FRANCHISOR and any affiliates may own and operate franchises; solicit customers and clients; provide services to such customers and clients and to other franchises; and sell any products and services under the Marks or other trade names, service marks and commercial symbols through similar or dissimilar channels of distribution, all on such terms and conditions as FRANCHISOR deems appropriate, without compensation to or granting any additional rights to OPERATOR. Without limiting the foregoing, FRANCHISOR and any of its affiliates, may: (i) use other channels of distribution, such as the Internet, online web stores, social media and other electronic channels, retail, catalog sales, telemarketing or other direct or indirect marketing, to make sales within OPERATOR's Operating Territory, using

FRANCHISOR's Proprietary Marks; and (ii) make such marketing and sales under trademarks different from the Proprietary Marks OPERATOR will use under this Agreement, all without compensation.

### 3. INITIAL AND ON-GOING FEES

In consideration of the issuance and continuance of this franchise license, OPERATOR agrees to make the following payments to FRANCHISOR:

3.1. Initial License Fee. As consideration for the license granted herein, an initial fee (the "License Fee"), as set forth on the Acquisition Agreement, attached hereto as Exhibit C, is due and payable in full upon execution by OPERATOR of this Agreement. The License Fee is fully earned by FRANCHISOR upon execution of this Agreement and is non-refundable.

#### 3.2 Definition of Gross Volume and Sub-Contract Services.

(a) "Gross Volume" means all goods and services sold, rendered, invoiced, billed, performed, bartered or traded from, through, by or on account of operation of the Franchise or use of the Marks, whether directly or indirectly through OPERATOR or any other person or entity OPERATOR may refer to or contract with, and all other income of any kind or nature related to or connected with the Franchise and Franchise Services, including without limitation referral fees, finder's fees, and products, equipment or other items rented and sold. OPERATOR agrees to identify and report such Gross Volume each month by all receipts together with the total of any invoice or billing on which a partial payment has been received. All such receipts, invoices and billings, whether collected directly by OPERATOR or collected by another person or entity, shall be included in Gross Volume. Any services offered or performed by OPERATOR or any Owner or any business owned and/or controlled in whole or in part directly or indirectly by any Owner or by OPERATOR; or by any entities controlled by, controlling or under the common control of OPERATOR or any Owner (such as an affiliate) that are the same, similar, related to, connected with, competitive with the Franchise or Franchise Services or the System are part of Gross Volume subject to Royalty, Fixed Fee and Brand Enhancement Fund Fee ("Brand Fund Fee") payments as set forth herein. Gross Volume also includes Franchise Services offered or performed by any person or business entity also located at OPERATOR's primary place of business, or from which OPERATOR or any Owner benefits directly or indirectly, wherever located. FRANCHISOR will determine, in its discretion, consistent with the terms and conditions of this Agreement, whether or not any such services or businesses are within the definition of Gross Volume and/or Franchise and/or Franchise Services and are subject to such payments. If OPERATOR has any question regarding whether or not particular services or businesses are subject to Royalty or the level, Fixed Fee or Brand Fund Fee payments, OPERATOR must obtain prior written authorization from an authorized officer of FRANCHISOR in advance of operating such businesses or performing such services to qualify to be excluded from Royalty, Brand Fund Fee, or other fee payments, or qualify for Royalty on Sub-contract Services (Section 3.3(b)).

Gross Volume excludes the sale of products that are purchased from FRANCHISOR or its affiliates and designated by FRANCHISOR as "retail products" for resale.

(b) "Sub-contract Services" are services performed by an independent third party retained by OPERATOR, which must be substantiated by an invoice or billing from an unrelated source. Services performed by OPERATOR or any Owner, by any business owned and/or controlled directly or indirectly by OPERATOR or any Owner, in whole or in part, or by any

affiliates, or by another SERVPRO franchise owner are not Sub-contract Services for Royalty reporting and payment purposes and are subject to full Royalty and other fee payments; provided, however, reconstruction or construction services performed by OPERATOR or any Owner, by any business owned and/or controlled directly or indirectly by OPERATOR or any Owner, in whole or in part, or by any affiliates (“Contractor”) can qualify as Sub-contract Services, under the following conditions:

- (1) Contractor must have a valid contractor’s license and any other required approvals, certifications and licenses in good standing for each jurisdiction where such services will be performed, and a copy of any such licenses, approvals and certifications must be provided to FRANCHISOR within five (5) days of FRANCHISOR’s request;
- (2) Services are limited to reconstruction or construction;
- (3) Contractor must use estimating software approved by FRANCHISOR on each job;
- (4) OPERATOR must keep separate financial records and required insurance coverage on the Franchise and the portion of the business performing such services or the separate business performing such services as FRANCHISOR may specify from time to time, and OPERATOR must make all of these records of Contractor available to FRANCHISOR for examination, upon request and as required by Section 4.3; and
- (5) Contractor must adhere to the restrictions on telephone numbers, directory listings, and internet and electronic advertising for such services as required by Section 7.5 and otherwise comply with the then-current Territorial Policy and published brand advertising/marketing guidelines.

Tear out, demolition, removal and disposal are subject to full Royalties (Section 3.3(a)).

OPERATOR may not sub-contract any fire, smoke, water, wind and other damage cleaning, restoration and mitigation, and mold remediation services. In addition, OPERATOR may not refer or otherwise delegate or assign such services to a third party other than another Servpro franchise.

3.3 Royalties and Fixed Fees. Each month during the term of this Agreement, commencing with the Effective Date, in addition to the obligation to pay a Minimum Royalty Fee in accordance with Section 3.4, for the rights granted hereunder, OPERATOR shall pay FRANCHISOR a percentage of ten percent (10%) of the Gross Volume of the Franchise (“Royalty”), subject to the Royalty volume discounts in Section 3.3(a), below, plus an additional fixed amount (the “Fixed Fee”). Payment is due to FRANCHISOR on a reporting month established in accordance with Section 3.8. FRANCHISOR has the right (but not the obligation) to increase the following by any amount up to the full change in the Consumer Price Index for All Urban Consumers (CPI-U), for the U.S. City Average, all items, not seasonably adjusted, 1982-84=100, as published by the Bureau of Labor Statistics:

- i. Monthly Volume Thresholds for Royalty discount rates (Section 3.3(a));
- ii. Monthly Volume Thresholds for Royalty on Sub-contract Services discount rates (Section 3.3(b));
- iii. Fix Fees (Section 3.3(a)); and
- iv. Sub-Contract Services Threshold calendar year-to-date (Section 3.3(b)).

Adjustments to i., ii., and iii. may be made upon thirty (30) days' advance written notice to OPERATOR. Adjustments to iv. may be made in January of each year upon notice.

(a) Subject to (c) and (d) below, the Royalty and Fixed Fees are calculated and payment is due on monthly Gross Volume *excluding* Gross Volume from Sub-contract Services, as follows:

<b>Monthly Volume Thresholds If Monthly Gross Volume, excluding Sub-contract Services is between</b>	<b>Royalty Payment</b>	<b>Plus Fixed Fee</b>
\$0 - \$12,487.99	10%	\$45
\$12,488 - \$20,812.99	9%	\$65
\$20,813 - \$31,219.99	8%	\$85
\$30,220 - \$41,625.99	7.5%	\$95
\$41,626 - \$72,844.99	7%	\$115
\$72,845- \$104,064.99	\$5,099 plus 6.5% on amount over \$72,844.99	\$115
\$104,065 - \$156,096.99	\$7,128 plus 6% on amount over \$104,064.99	\$115
\$156,097 - \$208,128.99	\$10,250 plus 5.5% on amount over \$156,096.99	\$115
\$208,129 – Over	\$13,112 plus 5% on amount over \$208,128.99	\$115

(b) The Royalty on Sub-contract Services is calculated at five percent (5%) of Gross Volume from Sub-contract Services until the cumulative calendar year-to-date Gross Volume from Sub-contract Services exceeds forty thousand two hundred fifty-seven dollars (\$40,257) (the “Sub-contract Services Threshold”), at which time the Royalty on Sub-contract Services is calculated with the Royalty volume discounts below:

This table is to be used each month of each calendar year when Gross Volume from Sub-contract services exceeds the Sub-contract Services Threshold year-to-date.

<b>Monthly Volume Thresholds If the Monthly Gross Volume from Sub-contract Services is between</b>	<b>Pay Sub- contract Royalty Percentage</b>	<b>Plus</b>
\$0 - \$10,405.99	4.5%	\$0

<b>Monthly Volume Thresholds If the Monthly Gross Volume from Sub-contract Services is between</b>	<b>Pay Sub- contract Royalty Percentage</b>	<b>Plus</b>
\$10,406 - \$20,812.99	4% on amount over \$10,405.99	\$468
\$20,813 - \$31,219.99	3.5% on amount over \$20,812.99	\$884
\$31,220 – Over	3% on amount over \$31,219.99	\$1,249

(c) If OPERATOR is new to the System and purchases a new license from FRANCHISOR or purchases a business from an existing franchisee of FRANCHISOR that produced less than One Hundred Thousand Dollars (\$100,000) in reported Gross Volume in the most recent twelve (12) months, OPERATOR shall receive no Royalty volume discounts until OPERATOR completes all five (5) steps of FRANCHISOR’s initial training program, the Business Development Program (including home study prerequisites, prerequisite consultation meeting, new franchise training program, set-up training and new franchise business consultation meetings) to FRANCHISOR’s satisfaction, and OPERATOR must pay all Royalties at the rate of ten percent (10%), plus the Fixed Fee according to actual Gross Volume. At no time will these Royalty volume discounts be available prior to a report month that begins six (6) months after the Effective Date.

(d) If OPERATOR is renewing a Franchise, purchasing an additional license from FRANCHISOR or purchasing a business from an existing franchisee of FRANCHISOR that produced One Hundred Thousand (\$100,000) or more in reported Gross Volume in the most recent twelve (12) months and OPERATOR fails to satisfactorily complete FRANCHISOR’s then-current training required for a renewal or the purchase of an additional or existing franchise, as applicable, within the then-current time period designated by FRANCHISOR, OPERATOR shall lose all Royalty volume discounts and must pay all Royalties at the rate of ten percent (10%), plus the Fixed Fee according to the actual Gross Volume, until such time as OPERATOR has satisfactorily completed the required training.

3.4 Minimum Royalty Fee and Minimum Fixed Fee. Each month during the term of this Agreement, commencing with the Effective Date, OPERATOR shall pay FRANCHISOR a Minimum Royalty Fee of One Hundred Dollars (\$100), plus a Minimum Fixed Fee of Forty-Five Dollars (\$45).

3.5 Brand Enhancement Fund Fee. Each month during the term of this Agreement, OPERATOR shall pay FRANCHISOR or at its direction a sum not to exceed three percent (3%) of OPERATOR’s Gross Volume as a contribution to a Brand Enhancement Fund Fee (“Brand Fund Fee”) for the benefit of franchisees and the System. The Brand Fund Fee is due on the same date as Royalty

and Fixed Fees. The Brand Fund shall be administered by FRANCHISOR or at its direction in accordance with Section 8.5.

### 3.6 Reserved.

3.7 Interest and Late Fee Assessments. After OPERATOR's accounts become delinquent, FRANCHISOR may refuse to extend credit to OPERATOR. If Royalties, Fixed Fees, Brand Fund Fees or any other account with or amounts owing to FRANCHISOR, whether or not directly associated with this Agreement, are not accurately reported and/or paid in full by the established deadline or for any other breach of this Agreement, OPERATOR agrees that FRANCHISOR may charge a late fee and/or penalty until such time as the delinquent account is paid in full or other breach cured. The late fee and/or penalty will be calculated as follows:

(a) assess the then-current late fee for each and every report or payment that is received after its due date; and/or

(b) assess interest at the highest applicable legal rate compounded monthly, not to exceed two percent (2%) per month, for each month that the reports or payments are delinquent; and/or

(c) disallow, for each month in which an account is delinquent and all subsequent months in which any payment remains delinquent or other breach remains uncured, the Convention Allowance credited to OPERATOR pursuant to Section 8.3; and/or

(d) assess a ten percent (10%) Royalty rate on all Gross Volume, including Sub-contract Services, plus the appropriate Fixed Fee for each month in which an account is delinquent and all subsequent months in which any payment remains delinquent or other breach remains uncured; and/or

(e) suspend National Accounts referrals to OPERATOR (if FRANCHISOR is then operating a National Accounts program).

Upon request, OPERATOR agrees to meet with the assigned Franchise Business Consultant within ten (10) business days and complete a performance analysis, review, and a specific plan to immediately correct any delinquencies, and OPERATOR agrees to any additional training required by FRANCHISOR.

3.8 Timing of Monthly Fees and Reports: Application of Payments. FRANCHISOR may establish different reporting periods for different franchises. For example, a reporting month could run from the twentieth (20<sup>th</sup>) of one month to the nineteenth (19<sup>th</sup>) of the following month. Unless notified by FRANCHISOR otherwise, the reporting period is a calendar month. All fees must be paid no later than the tenth (10<sup>th</sup>) day of the following month or other deadline designated in writing by FRANCHISOR. OPERATOR agrees that FRANCHISOR has the sole discretion to apply any payments by OPERATOR in any order to any past due indebtedness of OPERATOR for Royalties, Fixed Fees, Brand Fund Fees, expenses, purchases from FRANCHISOR or its affiliates, interest, late fees or any other indebtedness. Upon notification by FRANCHISOR, OPERATOR agrees to make payments set forth herein by electronic funds transfer.

3.9 Right of Offset. FRANCHISOR may set off any amounts owing or held by FRANCHISOR or an affiliate to OPERATOR against any amounts owing to FRANCHISOR or an affiliate by OPERATOR, any Owner of OPERATOR or any business in which any Owner has any

ownership interest. OPERATOR waives any right, claim or defense of "offset," and, as a consequence, OPERATOR agrees to pay FRANCHISOR and its affiliates all fees and amounts due FRANCHISOR and its affiliates on time regardless of any claims or defenses that OPERATOR may have or may assert against FRANCHISOR or its affiliates.

3.10 Administrative Fee. When OPERATOR asks FRANCHISOR to amend this Agreement, when an amendment is required by OPERATOR's actions or when OPERATOR asks FRANCHISOR to consent to various transactions or to provide services for which a specific fee is not imposed elsewhere in this Agreement or the System, OPERATOR will pay the then-current administrative fee in effect.

3.11 Payments. If OPERATOR becomes delinquent in the payment of any obligation to FRANCHISOR or its affiliates, whether under this Agreement or any other obligation, FRANCHISOR shall have the right, in its sole discretion, to apply any payments received from OPERATOR or monies received by FRANCHISOR on behalf of OPERATOR to any obligation owed by OPERATOR, notwithstanding any contrary designation by OPERATOR as to application. In addition to paying delinquencies immediately, OPERATOR shall take any other steps required by FRANCHISOR to cure.

3.12 Asbestos, Lead and Other Services. If OPERATOR or any Owner, any business owned and/or controlled directly or indirectly by OPERATOR or any Owner, in whole or in part, or any affiliate offers or performs asbestos abatement and/or asbestos testing or lead abatement, or any other services, the following applies:

(a) FRANCHISOR recommends that OPERATOR create a separate business entity for performing such services;

(b) These additional services will be subject to FRANCHISOR's then-current Territorial Policy, including, without limitation, internet/electronic and non-internet/electronic marketing and advertising, telephone numbers and directory advertising for such services;

(c) OPERATOR or the separate business entity shall carry separate insurance providing coverage for these additional services in the amounts set forth in Section 7.8 and in FRANCHISOR's then-current insurance requirements;

(d) OPERATOR or the separate business entity will keep accurate accounting records for these additional services;

(e) Any services related to or connected with Franchise Services will be included in the Gross Volume of OPERATOR's Franchise and are subject to Royalty and other enumerated payments;

(f) Any services provided to any customer or client who was first a customer or client of OPERATOR's Franchise will be included in the Gross Volume of OPERATOR's Franchise and are subject to Royalty and other enumerated payments;

(g) Any asbestos testing and abatement and lead testing and abatement services will be included in Gross Volume of OPERATOR's Servpro franchise and may be subject to the Royalty schedule under Sub-contract Services in Section 3.3(b) and other enumerated payments;

(h) Any such business will be subject to the same audit provisions as contained herein; and



(i) OPERATOR shall obtain and maintain all necessary approvals, certifications and licenses for the jurisdiction.

#### **4. ACCOUNTING; RECORD KEEPING**

4.1 Obligation to Keep Records. OPERATOR agrees to install, and maintain at all times, a complete and uniform accounting system in accordance with generally accepted accounting principles and meeting the operating procedures and specifications prescribed periodically by FRANCHISOR, currently QuickBooks® Online. These procedures, standards and specifications may include, without limitation, all sales and cash journal sheets, bank reconciliations, payroll records, invoice and billing logs, and other financial records as required by FRANCHISOR and may require the use of computer hardware and software applications and platforms as periodically specified by FRANCHISOR. OPERATOR agrees to maintain complete and accurate records, using the current recommended Chart of Accounts, books, data and reports that accurately reflect all particulars related to or connected with the Franchise. If OPERATOR or any Owner transacts business that is not subject to this Agreement, all records connected to such other operation shall be kept in a manner necessary to effect a convenient segregation between the Franchise and the other business. Any sums deposited into bank accounts for the Franchise are deemed to be Gross Volume of the Franchise. If OPERATOR owns multiple Franchises, OPERATOR agrees to allocate and report Gross Volume either (a) based on the Operating Territory of OPERATOR's Franchise where the Gross Volume was produced; or (b) if the work was performed in open territory, for the Franchise for which the boundaries of the Operating Territory are closest to the place where the Gross Volume was produced.

4.2 Reporting Requirements. OPERATOR shall deliver the following reports to FRANCHISOR by submitting the reports electronically, within the time limits established by FRANCHISOR, and OPERATOR shall also provide copies of the items furnished to FRANCHISOR to OPERATOR's Franchise Business Consultant/Business Development Specialist in accordance within the time limits established by FRANCHISOR:

(a) a monthly report of Gross Volume in a form approved by FRANCHISOR, for the previous reporting period, an invoice and billing list of all transactions on which Royalties are payable, a Royalty calculation report together with payment of the Royalty (or Minimum Royalty Fee, as applicable), Fixed Fee and Brand Fund Fee; and

(b) upon request within ninety (90) days after the close of each fiscal year, a copy of the Franchise's Balance Sheet and Income Statement as it stands at the end of such fiscal year, all in reasonable detail and compiled by a certified public accountant or licensed public accountant; and

(c) upon request within thirty (30) days after filing with the appropriate taxing authority, a copy of the federal and any state income tax returns and all amendments thereto relating to or connected with the Franchise or this Agreement, any and all business returns of OPERATOR and any businesses and business entities controlled by, controlling or under common control of or owned in whole or in part directly or indirectly by OPERATOR or any Owner and any spouse or domestic partner of any Owner, and all personal tax returns of any Owner of OPERATOR and any spouse or domestic partner of any Owner (collectively, the "Returns") and, upon request, a letter stating whether or not: (1) all payroll tax returns have been filed and payroll taxes paid to the end of the period; (2) all federal income tax returns have been

filed and taxes paid; and (3) any state income, franchise, use and sales tax returns have been filed and taxes or fees paid; and

(d) any other reports, forms, records and any other information relating to or connected with the Franchise or this Agreement, Gross Volume, OPERATOR and Owners and any spouse or domestic partner of any Owner as FRANCHISOR may require, or as FRANCHISOR may periodically specify in writing including, without limitation (1) any and all business bank statements of OPERATOR and any Owner and any businesses and business entities controlled by, controlling or under common control of OPERATOR directly or indirectly or owned in whole or in part by OPERATOR or any Owner and any spouse or domestic partner of any Owner, in whole or in part, and all personal bank statements of any Owner of OPERATOR and any spouse or domestic partner of any Owner (the "Bank Statements"); and (2) any and all business accounting systems, data files from OPERATOR's accounting system, such as Quickbooks®, and all accounting data, hard copy and electronic, of OPERATOR and any businesses or business entities controlled by, controlling or under common control of OPERATOR or owned in whole or in part by OPERATOR or any of its Owners and any spouse or domestic partner of any Owner, and all such accounting data of any Owner of OPERATOR and any spouse of any Owner (the "Accounting Data"). Together, the Returns, Bank Statements and Accounting Data are referred to as the "Business Records." Franchisee shall retain Business Records for no less than seven (7) years or such longer period as Franchisee may determine.

If OPERATOR becomes aware that any reports or data submitted by OPERATOR are inaccurate, OPERATOR shall immediately correct all reports and data. Otherwise, any such reports by OPERATOR shall be deemed to be falsification of reports.

All taxes described in Section 4.2(c) shall be filed and paid timely as required by applicable law, no later than October 15<sup>th</sup> of the following year.

4.3 Examination. FRANCHISOR, or its authorized representative, shall have the right, at any time and upon reasonable prior notice, which need not exceed five (5) business days, to examine, review, copy, require copies to be delivered and/or audit the Business Records or any other records that FRANCHISOR reasonably believes may be related to or connected with the Franchise or the subject matter and terms of this Agreement. During the term of this Agreement, and for a period of three (3) years after the expiration, termination or transfer of the Franchise pursuant to this Agreement, FRANCHISOR, or its authorized representative, shall have free and full access thereto for the purpose of an examination and shall have the right to make copies or to have copies made at OPERATOR's expense. Any such examination of the Business Records may be conducted at the Franchise location, or FRANCHISOR may require OPERATOR to copy and deliver the Business Records in hard copy and/or electronically to a location designated by FRANCHISOR within five (5) business days at OPERATOR's expense. Should OPERATOR fail or refuse to permit an examination or fail or refuse to copy and deliver the Business Records, FRANCHISOR may declare that OPERATOR shall pay a ten percent (10%) Royalty rate plus the appropriate Fixed Fee as set forth in Section 3.7(d) and lose the Convention Allowance as set forth in Section 3.7(c) for the period of noncompliance, FRANCHISOR may suspend all National Accounts referrals as set forth in Section 3.7(e), and FRANCHISOR may exercise any other rights and remedies available for breach of this Agreement.

4.4 Examination Findings. If an examination conducted pursuant to Section 4.3 discloses noncompliance with any of the provisions of this Agreement, FRANCHISOR may require OPERATOR to bear the expenses of the examination, including, without limitation, travel, lodging, wages, legal and accounting fees, and any other ordinary and necessary expenses incurred in connection with the

examination. In addition to paying all delinquent amounts owing and the interest charged on all delinquent accounts, OPERATOR shall pay a ten percent (10%) Royalty rate plus the appropriate Fixed Fee as set forth in Section 3.7(d) and lose Convention Allowance for the period of noncompliance and any other rights and remedies FRANCHISOR may have under this Agreement. OPERATOR further agrees to reimburse FRANCHISOR for all Convention Allowances and Royalty volume discounts taken for the time period OPERATOR was found to be in noncompliance as set forth in Section 3.7. If OPERATOR does not comply with the record keeping and record examination obligations, in addition to all other amounts required to be paid under this Agreement, OPERATOR agrees to pay the sum of Five Thousand Dollars (\$5,000) per month as liquidated damages for each month that accurate records are not kept or made available and any delinquent amounts remain owing. OPERATOR agrees that this \$5,000 monthly amount is an equitable amount for damages due for noncompliance with the record keeping requirements only, is not a penalty and does not limit any other rights or remedies that FRANCHISOR may have under this Agreement. FRANCHISOR, in its sole discretion, may accept a promissory note for any such delinquent amounts owing. If an examination during the sale or transfer process set forth in Article 5 reveals a delinquency or any underreporting, including without limitation, receivables and items written off, FRANCHISOR may require prepayment of these and any other amounts owing as a condition of approving the sale or transfer.

## **5. TRANSFER OR ASSIGNMENT**

5.1 General Provisions. If OPERATOR is an individual or individuals, FRANCHISOR has granted this license in reliance on OPERATOR's business skills, financial capacity, personal character and reputation. If OPERATOR is a business entity, this license is granted in reliance on the business skills, financial capacity, personal character and reputation of Owners. Accordingly, neither OPERATOR nor any Owner, individual, partner, partnership, shareholder, member or other person or entity that has or owns any interest in this Agreement, in the Franchise or in OPERATOR, shall sell, assign, transfer, convey, rent, gift, lease, pledge, exchange, mortgage or otherwise encumber any interest in this Agreement, the Franchise and/or OPERATOR ("Transfer"), without FRANCHISOR's prior written consent and following the provisions in this Article 5. In addition, if any Owner marries, remarries or becomes a domestic partner with someone not a spouse or domestic partner at the Effective Date, OPERATOR and Owners agree to cause such new spouse or domestic partner to sign an amendment to this Agreement, and/or other agreements designated by FRANCHISOR, and/or sign a document in a form approved by FRANCHISOR (currently, the *LIST OF OWNERS, PARTNERS, MEMBERS, SHAREHOLDERS*) agreeing to be bound by the terms of this Agreement and guaranteeing obligations hereunder. Any purported sale, assignment, Transfer, conveyance, rent, gift, lease, pledge, exchange, mortgage or encumbrance not having FRANCHISOR's prior written consent shall be null and void and shall constitute a material breach of this Agreement, making this Agreement subject to termination by FRANCHISOR without opportunity to cure as provided in Section 10.4(i).

5.2 Assignment Due to Death or Disability. In the event of the death or permanent disability of OPERATOR (or the death or permanent disability of any Owner if OPERATOR is a legal entity other than an individual), FRANCHISOR shall not unreasonably withhold its consent to a Transfer or assignment of OPERATOR's interest herein to either a bona-fide purchaser meeting FRANCHISOR's then-current criteria or to a qualified and approved descendant, heir or legatee of the decedent if FRANCHISOR is given satisfactory written evidence of succession or entitlement to the rights under this Agreement such as a will and provided further that such descendant, heir or legatee meets FRANCHISOR's then-current criteria. In each case, FRANCHISOR's consent shall also be based upon compliance with the provisions of Sections 5.4 and 5.5. Any consent by FRANCHISOR to an assignment or Transfer of any interest in this Agreement or the Franchise to the executor, administrator, or personal representative of the deceased shall not constitute a consent to any subsequent assignment or Transfer

thereof from such executor, administrator or personal representative to any descendant, heir or legatee of the estate. Any consent by FRANCHISOR to such subsequent assignment or Transfer shall also be subject to compliance with Sections 5.4 and 5.5.

5.3 Assignment to and Ownership by a Legal Entity. If OPERATOR is an individual or individuals, this Agreement may be assigned to a qualified legal entity with FRANCHISOR's prior written consent; provided, however, if the approved legal entity is not completely owned by the original individual or individuals making up OPERATOR, FRANCHISOR may require that the then-current form of SERVPRO Franchise License Agreement be executed in lieu of an assignment of this Agreement, the terms of which Franchise License Agreement may be materially different than this Agreement. The legal entity must conduct no business other than owning and operating the Franchise, must agree to assume the outstanding debts and obligations relating to the Franchise, and must be actively managed by the individual or individuals who originally signed this Agreement. An assignment shall not relieve the original OPERATOR from any duties or liabilities imposed by this Agreement. A copy of the organizational documents of such legal entity shall be provided to FRANCHISOR and shall recite that the issuance and assignment of any capital stock, member interests, or other ownership interests thereof are restricted by the terms of Section 2.5 of this Agreement, and shall contain the following language: "Any transfer of ownership interest in this business entity is subject to and governed by the transfer provisions in the SERVPRO® Franchise License Agreement to which this entity is a party, which requirements include, without limitation, written permission from Servpro Franchisor, LLC." In addition, all issued and outstanding stock certificates of any such corporation shall bear a legend stating: "A transfer of this stock is subject to the terms and conditions of a SERVPRO Franchise License Agreement dated \_\_\_\_\_."

In order for OPERATOR to be a business entity, each of Owners, and their spouses and domestic partners, must meet FRANCHISOR's then-current criteria and shall execute a guaranty agreement, in a form satisfactory to FRANCHISOR, guaranteeing all amounts due and all obligations under this Agreement and all other amounts due and obligations owing to FRANCHISOR and its affiliates. OPERATOR shall furnish and keep current with FRANCHISOR a certified list of all Owners and their spouses and domestic partners in such form as FRANCHISOR may require, reflecting their interest in the business entity, executed by all Owners, including without limitation, shareholders, members or partners, and their spouses and domestic partners and agreeing to be bound by all of the provisions of this Agreement. No trust may hold any ownership interest in OPERATOR or this Franchise unless FRANCHISOR grants its written consent before the trust acquires such interest, which consent may be granted or withheld by FRANCHISOR in its sole judgment; the trust is for estate planning purposes only; the transferring OPERATOR is the trustee of the trust; the trust's beneficiaries are limited to one or more of the transferring OPERATOR's spouse or domestic partner, children, grandchildren and/or siblings; the transferring OPERATOR (individually and as trustee) signs the documents FRANCHISOR specifies, which may include, without limitation, a trust rider to this Agreement and a trust agreement insert; and OPERATOR complies with any other then-current terms FRANCHISOR requires. The word SERVPRO® may not be used in the name of OPERATOR's business entity. An entity name may not contain words referencing a geographic area that is larger than, or nondescriptive of, the Operating Territory granted by this Agreement.

5.4 Transfer Fees. If an interest of fifty percent (50%) or more is transferred, the Transfer Fee defined in Section 5.5(f) must be paid to FRANCHISOR. If an interest of less than fifty percent (50%) but more than ten percent (10%) is transferred, one-half (½) of the Transfer Fee must be paid to FRANCHISOR. If an interest of ten percent (10%) or less is transferred, one-fourth (¼) of the Transfer Fee must be paid to FRANCHISOR. If less than a 50% interest is transferred or if more than two individuals purchase an interest greater than 50%, the additional parties must pay FRANCHISOR's then-current training fees and all travel expenses. In the event of a Transfer to a direct lineal descendant upon

death or disability as set forth in Section 5.2, no Transfer Fees will be charged or paid, but the direct lineal descendant must meet FRANCHISOR's then-current criteria, attend training and pay the then-current training fees, travel and living expenses and comply with Section 5.5.

5.5 Sale or Transfer of Any Interest in Franchise. If OPERATOR and/or any Owner wishes to Transfer OPERATOR, any ownership interest in OPERATOR (if OPERATOR is a legal entity), the Franchise or this Agreement to any individual or entity (the "Transferee"), any such proposed Transferee must exceed the age of majority in Transferee's jurisdiction and must meet FRANCHISOR's then-current requirements for owning an interest in OPERATOR and the Franchise. FRANCHISOR's consent to the Transfer of any such interest shall neither constitute a waiver of any claims it may have against OPERATOR nor be deemed a waiver of FRANCHISOR's right to enforce compliance with any of the terms or conditions of this Agreement before, during or following the Transfer. The accrued Convention Allowance shall remain with the Franchise and be payable to Transferee in the case of a complete Transfer if Transferee attends all parts of the following annual Convention and Transferee otherwise qualifies. A Transfer will be approved provided OPERATOR is not in default of any obligations under this Agreement and provided OPERATOR and Transferee comply with FRANCHISOR's then-current terms and conditions required by FRANCHISOR before the Transfer is completed and before Transferee takes ownership and/or possession of all or any part of OPERATOR and/or the Franchise, including, without limitation, the following:

(a) OPERATOR shall submit to FRANCHISOR: (1) a written notice setting forth the name and address and request for consideration of the proposed Transferee and the price, other consideration and terms of the proposed Transfer; (2) a qualification guide completed by Transferee; (3) a list of the vehicles, products and equipment to be transferred for each Franchise to be transferred, which must meet FRANCHISOR's then-current standards as reflected in the latest equipment and products package for new franchise purchases; (4) proof of insurance evidencing compliance with all requirements of Section 7.8; (5) proof of properly painted and decal vehicles; (6) an organization chart listing all current supervisors and staff working in the Franchise; and (7) such other information as FRANCHISOR may request;

(b) Transferee must demonstrate, to FRANCHISOR's reasonable satisfaction, that any proposed Transferee: (1) meets FRANCHISOR's then-current criteria for granting a new license, including, without limitation, educational, managerial, business standards, financial criteria, English proficiency and background check; (2) possesses good business skills and credit rating; (3) has the aptitude and ability to conduct and operate the Franchise, which may be evidenced in part by business experience; (4) has adequate financial resources and capital, as determined by FRANCHISOR, to operate the Franchise; and (5) Transferee meets all requirements set forth in FRANCHISOR's then-current qualification guide, a copy of which is available upon request;

(c) OPERATOR shall provide FRANCHISOR with a fully-executed copy of any purchase or Transfer agreement, which must: (1) allocate at least ten percent (10%) of the purchase price to the covenant not to compete and at least ten percent (10%) of the purchase price to goodwill; (2) provide that FRANCHISOR may require that a portion of the purchase price be placed in escrow until Transferee completes the NFTP, as defined below in Section 7.2, and (3) not include any provisions that conflict with FRANCHISOR's transfer requirements;

(d) OPERATOR, Owners and Owners' spouses and/or domestic partners must: (1) execute a general release, in a form satisfactory to FRANCHISOR, of any and all known and unknown Claims against FRANCHISOR, its affiliates and their respective officers, directors,

employees, shareholders, owners, agents, successors, assigns, and representatives; (2) affirm that the confidentiality provisions of Section 6.5, the post-termination provisions of Section 11, and the covenant not to compete contained in Section 6.6 survive as to OPERATOR, Owners, and Owners' spouses and/or domestic partners;

(e) Transferee shall execute the then-current form of SERVPRO Franchise License Agreement and related agreements and documents, which agreement may be materially different from this Agreement and related agreements and documents, including, without limitation, a different Royalty, Minimum Royalty Fee or Brand Fund Fee, and which agreements shall supersede this Agreement in all respects, except as may be provided herein; provided, however, Transferee shall not be required to pay an initial License Fee;

(f) FRANCHISOR shall be paid its then-current, non-refundable Transfer Fee;

(g) Prior to completion of the Transfer, Transferee shall attend and complete, to FRANCHISOR's satisfaction, FRANCHISOR's initial training program including, without limitation, the portion of the training to be conducted at FRANCHISOR's corporate headquarters (currently "the NFTP", as defined below in Section 7.2) offered by FRANCHISOR or FRANCHISOR's designee and obtain industry certifications, as designated by FRANCHISOR; and meet FRANCHISOR's then-current advanced training requirements, including, without limitation, an Institute of Inspection, Cleaning and Restoration Certification ("IICRC")-approved Water Damage Restoration Technician course (WRT) and the Applied Structural Drying course ("ASD"), as well as the United States Environmental Protection Agency's Renovation, Repair and Painting Rule lead safe work practices courses and certifications, and designated subrogation training within the time period required by FRANCHISOR, all in FRANCHISOR's sole discretion; provided, however, no training shall be initiated until such time as: (i) Transferee has received FRANCHISOR's written approval of the transfer; (ii) Transferee has signed a Confidentiality Agreement; (iii) Transferee has signed and returned to FRANCHISOR, in proper form, the original copy of the SERVPRO Franchise License Agreement and related agreements and documents required by Section 5.5(e); (iv) OPERATOR has signed and returned the general release required by Section 5.5(d); and (v) the Transfer Fee required by Section 5.5(f) has been paid;

(h) Any and all debts, accounts or monies owed to FRANCHISOR or its affiliates by OPERATOR, any affiliate of OPERATOR and any Owner, including, without limitation, Royalties and Brand Fund Fees owed with respect to any accounts receivable, must be paid in full before any such Transfer may occur. OPERATOR must deposit with FRANCHISOR an amount determined by and held by FRANCHISOR for sixty (60) days after completion of the Transfer. At the end of the sixty (60) days, FRANCHISOR will apply the deposit to any remaining amounts owed by OPERATOR and return the remainder of the deposit to OPERATOR. OPERATOR must report and pay Royalties and other fees on all work in progress, and all outstanding customer complaints must be resolved or be contested in good faith in accordance with FRANCHISOR's requirements. OPERATOR and Transferee shall also agree that an amount that will satisfy all obligations then due and owing to customers shall be placed in escrow with an outside third party or otherwise set aside pending resolution of the customer complaints; and

(i) OPERATOR shall deliver to FRANCHISOR a notice in writing of the identity of the proposed Transferee and any other information requested, together with a copy of any purchase or Transfer agreement or any other document or agreement transferring any interest in

the Franchise or in OPERATOR. FRANCHISOR or its designee shall have the right, exercisable by delivering written notice to OPERATOR within thirty (30) days after actual receipt of a final binding purchase or Transfer agreement or agreement finalizing the terms of any proposed Transfer, to purchase or assume the Transfer of OPERATOR and/or the Franchise or the interest being transferred upon the same terms. If FRANCHISOR or its designee declines, or does not exercise its right within this time period, OPERATOR may transfer the interest, subject to FRANCHISOR's prior written approval as provided herein, but not at a lower price or on more favorable terms than have been provided to FRANCHISOR. If OPERATOR does not sell or transfer to Transferee, FRANCHISOR or its designee shall have the same right of first refusal as to any future Transfer and proposed Transferee.

5.6 Assignment by FRANCHISOR. FRANCHISOR may, in its sole discretion, assign this Agreement and all or any of its rights and privileges hereunder to any person or legal entity that expressly agrees to assume and perform FRANCHISOR's obligations, including a competitor of FRANCHISOR, and such assignment shall be binding upon and inure to the benefit of FRANCHISOR's successors and assigns including, without limitation, any entity that acquires all or a portion of the capital stock or ownership interest of FRANCHISOR or any entity resulting from or participating in a merger, consolidation or reorganization in which FRANCHISOR is involved and to which FRANCHISOR's rights and duties hereunder are assigned.

5.7 Resale Referral Fee. If FRANCHISOR or FRANCHISOR's affiliates assist in finding a prospective purchaser for all or a portion of OPERATOR's Franchise, or if FRANCHISOR or FRANCHISOR's affiliates refer a prospective purchaser to OPERATOR, OPERATOR agrees to pay FRANCHISOR a Resale Referral Fee if the prospective purchaser purchases all or a portion of OPERATOR's Franchise. The Resale Referral Fee established by FRANCHISOR will not exceed ten percent (10%) of the gross sales price, including goodwill, equipment and license, and must be paid before Transfer is effective.

## **6. TRADEMARKS; CONFIDENTIAL AND PROPRIETARY INFORMATION; IN-TERM AND POST-TERM COVENANTS**

6.1 Ownership of the Marks. OPERATOR agrees that the Marks are the exclusive property of FRANCHISOR, and OPERATOR asserts no Claim (as defined below in Section 9.2) and will hereafter assert no Claim, to the ownership thereof or to any goodwill attendant thereto. OPERATOR further covenants that it will neither contest FRANCHISOR's ownership of the Marks or their validity nor will it do or permit any act or thing to be done in derogation of any of the rights of FRANCHISOR in connection with the Marks either during the term of this Agreement or thereafter. Nothing in this Agreement shall be construed to give OPERATOR any right, title or interest in or to any of the Marks, except for a revocable privilege and license to display and use the Marks during the term of, and pursuant to the terms and conditions contained in, this Agreement. OPERATOR expressly understands and agrees that OPERATOR has not acquired, and will not acquire, any ownership interest, equitable rights, goodwill or any other interests in any Mark by virtue of this Agreement, OPERATOR's relationship with FRANCHISOR or OPERATOR's use of any of the Marks, and OPERATOR will not represent that it has. OPERATOR also understands and agrees that following the expiration or termination of this Agreement for any reason, OPERATOR shall not attribute any monetary amount to any goodwill associated with OPERATOR's use of the Marks or in connection with the operation of the Franchise.

OPERATOR agrees not to establish a domain name (URL) using the word "Servpro." FRANCHISOR alone will register and manage all domain names using the word "Servpro," including OPERATOR's primary domain name, Servpro[anytown].com. Any other domain names require written

approval. Upon request from FRANCHISOR, OPERATOR agrees to surrender any domain name, social media page and directory listing used in OPERATOR's business to FRANCHISOR by every reasonable effort available. The domain name (URL) will be registered under the name of FRANCHISOR. OPERATOR is responsible for paying all fees associated with any such domain name (URL). FRANCHISOR will require OPERATOR to cancel OPERATOR's registration of the domain name if OPERATOR fails to obtain FRANCHISOR's prior written authorization. OPERATOR agrees to use a website developed and hosted solely by FRANCHISOR or its affiliate. OPERATOR agrees to post content only on a FRANCHISOR-provided blog. OPERATOR is not permitted to make use in any Internet, search engine marketing, or electronic advertising, social media, text messaging or other media whether in the text of any advertising, in any listing, or in any metadata or code, of any geographic descriptors that are not located within OPERATOR's Operating Territory, including, without limitation, any zip codes, cities, towns, landmarks or public or private locations of any sort. OPERATOR acknowledges and agrees that the value of the SERVPRO trademark and brand are important assets that benefit the entire SERVPRO System. Accordingly, OPERATOR agrees to ensure that all website, social media and all other data and electronic postings on the Internet or otherwise accessible by computer, smartphone or other computing or communication device, or otherwise, meet the SERVPRO brand standards and portray the SERVPRO Franchise system in a positive, dignified and business-like manner. OPERATOR further agrees that all social media activity will comply with FRANCHISOR's then-current social media resource guidelines. OPERATOR agrees to provide administrative access to all social media platforms to FRANCHISOR or its designee. OPERATOR further agrees to remove or modify, at FRANCHISOR's election, any material deemed by FRANCHISOR to violate this provision.

6.2 Modification of the Marks. If FRANCHISOR, in its sole discretion, decides to change, modify, substitute or discontinue use of any Mark and/or to adopt or use one or more additional or substituted Marks, OPERATOR shall promptly conform its use of the Marks as directed in writing by FRANCHISOR at no cost to FRANCHISOR. OPERATOR waives any Claim (defined in Section 9.2) arising from or relating to any such change, modification, substitution or discontinuance of the Marks.

6.3 OPERATOR's Use of the Marks. OPERATOR shall use the Marks strictly in accordance with this Agreement and/or other written instructions periodically received from FRANCHISOR, including, without limitation, the form and manner and appropriate copyright, trademark or service mark designation or legends as may be periodically prescribed. All materials, signs or other items that bear the Marks shall be in the form, color, location and manner prescribed by FRANCHISOR. OPERATOR shall not allow or engage in any use of the Marks other than as permitted pursuant to this Agreement. OPERATOR shall not use the Marks for any purpose other than in connection with the Franchise. OPERATOR may not use the Marks, or association therewith, for the benefit of any business other than the Franchise. OPERATOR shall use only the trade name set forth in Section 2.2 of this Agreement in connection with the Franchise operated pursuant to this Agreement. OPERATOR shall not file, register or place any applications of any kind involving the use of the Marks without FRANCHISOR's prior written consent. If OPERATOR is a legal entity, the use of the Marks in OPERATOR's legal entity name is prohibited. If local laws or ordinances permit or require OPERATOR to make an assumed or fictitious name filing, OPERATOR shall include only the trade name assigned in Section 2.2 and indicate that the filing is made as a licensee of "Servpro Franchisor, LLC, a Delaware limited liability company, with a principal place of business in Gallatin, Tennessee."

6.4 Defense of the Marks. If OPERATOR learns of any Claim, suit or demand against OPERATOR or the Marks on account of any alleged infringement, unfair competition or similar matter relating to the Marks, or any unauthorized use of the Marks, OPERATOR shall promptly notify FRANCHISOR in writing. FRANCHISOR is not obligated to take any action, but FRANCHISOR may take such action as FRANCHISOR, in its sole discretion, deems necessary or appropriate in connection



therewith. FRANCHISOR may condition any such action upon contribution of costs by OPERATOR. FRANCHISOR shall have the sole right to defend, compromise or settle any such Claim using attorneys of its own choosing. OPERATOR agrees to cooperate fully with FRANCHISOR in connection with the defense of any such Claim and hereby irrevocably appoints FRANCHISOR and its affiliates to defend or settle all of such Claims, demands or suits. Upon obtaining FRANCHISOR's prior written consent, OPERATOR may participate at its own expense in such defense or settlement, but FRANCHISOR's and its affiliates' decisions shall be final and binding upon OPERATOR. OPERATOR shall not settle or compromise any such Claim without the prior written consent of FRANCHISOR.

6.5 Confidential Information; Trade Secrets and Know-How. Confidential Information means any and all materials, information, knowledge, know-how and techniques received from or communicated by FRANCHISOR designated or treated as confidential; any and all Manuals, Bulletins, franchise rosters, franchisee lists, operations and training materials and videos, computer software applications and platforms, discussion forum information, e-mail contact lists, price lists and/or any other manuals or materials distributed by FRANCHISOR, affiliates or other franchisees. OPERATOR agrees not to disclose, divulge or use Confidential Information for any purpose other than in performance under this Agreement without FRANCHISOR's prior written consent. OPERATOR and its key employees and, if OPERATOR is a legal entity, each of its Owners and their spouses or domestic partners, officers and directors, covenant and agree that they shall not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, persons, partnership, association or corporation any Confidential Information concerning the methods of operation of the Franchise or the System that may be communicated to OPERATOR, or of which OPERATOR may be informed by virtue of this Agreement or operating the Franchise. Upon request, OPERATOR agrees that it will cause each of its Owners and key employees and their respective spouses and domestic partners to agree to and execute a confidentiality agreement in favor of FRANCHISOR, in a form approved by FRANCHISOR, under which all such persons shall agree to abide by the confidentiality and non-disclosure provisions set forth in this Agreement and elsewhere as may be designated by FRANCHISOR. OPERATOR agrees to divulge such Confidential Information only to such of OPERATOR's employees as must have access to it in order to operate the Franchise.

6.6 In-Term and Post-Term Covenants. OPERATOR specifically acknowledges that, pursuant to this Agreement, OPERATOR will receive valuable training, trade secrets, proprietary and Confidential Information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of FRANCHISOR and the System which are beyond the present skills and experience possessed by OPERATOR and OPERATOR's Owners and employees. OPERATOR acknowledges that such training, trade secrets, proprietary or Confidential Information provides OPERATOR a competitive advantage and will be valuable to OPERATOR in the operation and development of the Franchise and, further, that gaining access to such training and information is a primary reason why OPERATOR is entering into this Agreement. In consideration for receipt of such training and information, except as otherwise pre-approved in writing by FRANCHISOR, OPERATOR covenants on behalf of OPERATOR, its Owners and their spouses and domestic partners, and key employees that OPERATOR, its Owners and their spouses and domestic partners and key employees shall **not**, directly or indirectly, through, on behalf of or in conjunction with any person, business or legal entity, including, without limitation, as an agent, employee, principal, partner, director, officer, shareholder or in any other individual or representative capacity:

- (a) Divert or attempt to divert any business or customer of the Franchise or the System to any person or business other than another Servpro franchise by direct or indirect inducement, or otherwise, or conspire with or encourage others to do so or do or perform, directly

or indirectly, or conspire with or encourage others to do, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; and

(b) Own, maintain, operate, engage or participate in, profit from, either directly or indirectly, or conspire with or encourage others to do so, or have any financial interest in, directly or indirectly, any business that is the same or similar to the Franchise, or that provides any services that are the same or similar to the Franchise, or is otherwise competitive with the business of FRANCHISOR or the System, other SERVPRO franchisees, located:

(1) anywhere during the term of this Agreement; and

(2) for a continuous, uninterrupted two (2) year period commencing upon the earlier of the termination of this Agreement (whether by lapse of time, default in performance, or other cause or contingency), or the time such individual or entity ceases to have any ownership or other beneficial interest in the Franchise or OPERATOR (which period, in either case, shall be extended by any period of noncompliance with this covenant):

(i) anywhere in the Operating Territory;

(ii) within a twenty-five (25) mile radius from the exterior boundaries of the Operating Territory; or

(iii) within a twenty-five (25) mile radius from any location—whether within or outside the Operating Territory—where OPERATOR produced or performed a large loss, storm or catastrophic event job generating in excess of \$50,000 in Gross Volume.

In addition to any other rights and remedies that FRANCHISOR may have, if OPERATOR continues to perform any of the services that are the subject of this Agreement in contravention of this Subsection, OPERATOR agrees to pay the fees enumerated in Sections 3.3, 3.4, and 3.5 on the Gross Volume from all work performed in contravention of this Subsection and to fully comply with Article 4.

Subsection 6.6(b) does not apply to OPERATOR's ownership of another franchise license issued by FRANCHISOR or to the ownership of less than a one percent (1%) beneficial interest in the outstanding equity securities of any publicly-held corporation.

6.7 Independent Covenants. Each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in Section 6.6 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a non-appealed final decision to which FRANCHISOR is a party, OPERATOR expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part hereof.

6.8 Defense to Enforcement. OPERATOR agrees that the existence of any Claims that OPERATOR may have against FRANCHISOR, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by FRANCHISOR of the provisions of Section 6.5 or 6.6. OPERATOR agrees to pay all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by FRANCHISOR in connection with the enforcement of Section 6.5 or 6.6.

6.9 Injunctive Relief. OPERATOR understands and acknowledges the difficulty of ascertaining monetary damages and the irreparable harm that could result from OPERATOR's breach of Section 6.5 or 6.6. FRANCHISOR shall, therefore, as a matter of course, receive injunctive relief to enforce Section 6.5 or 6.6 in addition to any other relief to which FRANCHISOR may be entitled at law or in equity, and OPERATOR consents to the issuance of an injunction prohibiting any conduct by OPERATOR in violation of Section 6.5 or 6.6. FRANCHISOR shall receive such injunctive relief without the necessity of posting a bond or other security, such bond or security being waived, and OPERATOR agrees to pay all costs and expenses including, without limitation, reasonable attorneys' fees incurred by FRANCHISOR to enforce Section 6.5 or 6.6, all provisions of which shall survive termination of this Agreement.

## 7. COVENANTS OF OPERATOR

7.1 Compliance with the System. OPERATOR agrees to actively operate the Franchise at all times in strict conformity with the methods, standards, specifications, software applications, policies and procedures as FRANCHISOR may periodically prescribe in manuals, training materials, e-learnings and videos, bulletins or otherwise in writing and OPERATOR covenants and warrants that OPERATOR will comply with any such requirements of the System. OPERATOR further acknowledges and agrees that FRANCHISOR may periodically change or Modify the System in its sole discretion. OPERATOR agrees to accept, adopt, follow, use and make such expenditures as such Modifications to the System may require. By way of example and not limitation, throughout the term of this Agreement, OPERATOR agrees to: (a) purchase, lease, install and/or use, at OPERATOR's expense, only those cleaning products, supplies, products, equipment, methods, job invoice forms, computer programs, applications, including cloud-based, and office control forms designated as required or as approved in writing by FRANCHISOR prior to their use; (b) use only the authorized trade name of the Franchise, as set forth in Section 2.2, display FRANCHISOR's approved Trade Indicia on all vehicles used in connection with the Franchise and maintain neat and clean, approved uniforms for use by all of OPERATOR's personnel; (c) allow FRANCHISOR, or its representatives, access electronically, at the Franchise location or any other location duly noticed by FRANCHISOR, to the Franchise and its records for inspection and Examination purposes, at any time and subject to reasonable notice, which need not exceed five (5) business days (Section 4.3); (d) pay for products, equipment or any other items purchased from FRANCHISOR, its affiliates, or any Distributor in a timely manner in accordance with this Agreement and/or the billing terms specified by FRANCHISOR, its affiliates, or Distributor; (e) submit to FRANCHISOR or Distributor all other reports that might be requested from time to time within ten (10) days of request; (f) pay Royalties (or Minimum Royalty Fees if applicable), Brand Fund Fees, and Fixed Fees (or Minimum Fixed Fees if applicable) in accordance with Article 3; (g) pay all other accounts or other indebtedness owed to FRANCHISOR or its affiliates, when due, whether connected with this Agreement, or any other agreement OPERATOR may have with FRANCHISOR or any of FRANCHISOR's affiliates; (h) pay FRANCHISOR its then-current fee to review and monitor job file documentation and any job lead fees owing; (i) implement the Servpro business model, which includes, without limitation, production, office, and marketing; and (j) staff and equip the Franchise to provide effective market penetration and deliver quality customer service. All mobile devices used in the Franchise business, including, without limitation, "smart phones," whether owned by OPERATOR or individual employees, shall be subject to FRANCHISOR's designated Mobile Device Management platform application, which includes associated properties, such as Mobile Application Management.

7.2 Training. OPERATOR agrees that, in order to operate the Franchise in accordance with FRANCHISOR's standards and the System, it is important that OPERATOR attend and complete such training as FRANCHISOR may periodically require. OPERATOR agrees to and shall attend and

complete, to FRANCHISOR's satisfaction, within the time period required by FRANCHISOR, the initial training program, Business Development Program ("BDP") which shall include, without limitation, Step 1: Prerequisite Progress (preparing your business prior to classroom attendance/On-The-Job training (OJT)); Step 2: Prerequisite Consultation (virtual and/or on-site Franchise Business Consultant meeting); Step 3: New Franchise Training Program ("NFTP") (15-day class); Step 4: Business Setup (5-9 days, on-site Franchise Business Consultant meetings); and Step 5: Business Consultations (minimum of 3 virtual or on-site Franchise Business Consultant meetings) as FRANCHISOR may designate as mandatory. Steps 1, 2 and 3 of BDP must be completed within ninety (90) days of the Effective Date; Step 4 of BDP must be completed following NFTP; and Step 5 of BDP must be completed within 120 days of Set-up week following NFTP. FRANCHISOR may periodically develop and/or designate new and/or additional programs concerning the various aspects of the operation of the Franchise, and FRANCHISOR may periodically provide training programs related to new or existing services authorized to be performed under this Agreement, and the products, cleaning products and equipment used therewith, or new services and products. Such programs may be designated as either voluntary or mandatory and information or training and may be provided in person or online, video or text. If OPERATOR chooses to participate in a voluntary program, or if a program is designated as mandatory by FRANCHISOR or its affiliates, OPERATOR agrees to attend all such training at OPERATOR's expense and to pay all applicable training fees. All majority Owners of OPERATOR must personally complete all Franchise financial and operational business reviews, attend the Convention (typically once per year in the summer), attend all area meetings (three times per year, usually once every four months), view Servpro TV episodes and all training programs required by FRANCHISOR from time to time; provided, however, all Owners must attend and participate in the annual financial and operational review. OPERATOR agrees to use and implement the minimum level of access, data and cyber security protocols and controls FRANCHISOR may designate from time to time, including, without limitation, password and access management, antivirus, firewalls, data backup, updates and patches, and cyber insurance. OPERATOR agrees to purchase such additional equipment, computer programs, cleaning products and other supplies designated by FRANCHISOR as mandatory from time to time.

7.3 Compliance with Laws, Rules, Regulations and Standards. OPERATOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchise, including, without limitation, licenses to do business, contractors licenses, fictitious name registration and sales and/or use tax permit. OPERATOR agrees to abide by all state and federal environmental protection and employee safety and health rules and regulations and any other laws applicable to, or imposed upon, the Franchise. OPERATOR shall notify FRANCHISOR in writing within seven (7) days of the commencement of any legal or governmental action filed or brought against OPERATOR. OPERATOR agrees to at all times produce high quality and industry-standard work and to comply with applicable ethical business norms and standards.

7.4 Taxes. OPERATOR shall promptly file and pay all taxes levied or assessed when due, including, without limitation, state and federal employment and unemployment taxes, income taxes, sales and use taxes and all accounts and other indebtedness of every kind incurred by OPERATOR in the conduct of the Franchise. OPERATOR shall pay to FRANCHISOR an amount equal to any sales or use tax, gross receipts tax or similar tax (other than income tax) imposed on FRANCHISOR with respect to any payments to FRANCHISOR.

7.5 Telephone Numbers/Directory Advertising. OPERATOR shall register all telephone and facsimile numbers utilized by OPERATOR in the Franchise with FRANCHISOR or its designee. No telephone or facsimile numbers shall be used without FRANCHISOR's prior written consent. OPERATOR shall use only telephone and facsimile numbers with area codes that are wholly within, or

the majority of which are within, the Operating Territory. If a telephone area code crosses an Operating Territory boundary, OPERATOR shall obtain FRANCHISOR's prior written consent before obtaining the telephone or facsimile number. OPERATOR's business telephone account and listings either in print or on the Internet, shall be made only in the trade name set forth in Section 2.2, and not in OPERATOR's personal name or any other name. OPERATOR acknowledges and agrees that all telephone and facsimile numbers utilized in connection with the Franchise shall be FRANCHISOR's property. OPERATOR shall transfer, relinquish and assign all such listings and advertisements to FRANCHISOR or at its direction upon the termination or non-renewal of this Agreement. OPERATOR must maintain a telephone listing for the Franchise in the classified sections of the primary telephone directories servicing the Operating Territory, but OPERATOR shall not advertise in any telephone directory unless the regular circulation of the directory covers at least fifty percent (50%) of the geographical area of the Operating Territory, except as may be authorized in writing by FRANCHISOR in its sole discretion. OPERATOR shall obtain FRANCHISOR's prior written approval for all such telephone listings and directory advertisements. OPERATOR agrees to comply with FRANCHISOR's Territorial Policy, as amended from time to time by FRANCHISOR, in its sole discretion.

7.6 Advertising, Marketing and Promotion. OPERATOR shall submit all advertising, marketing and promotional material, whether print, electronic, audio or visual (including website, social media and all other electronic or internet materials), prior to use, together with an outline of its proposed use, for FRANCHISOR's prior written approval. OPERATOR agrees to provide administrative access to all online directories. OPERATOR agrees that OPERATOR shall at all times sell, promote and offer for sale to the public, products, supplies and services designated by FRANCHISOR in accordance with the advertising, marketing and quality standards specified by FRANCHISOR. OPERATOR shall not sell, promote or advertise any product or service in any manner not specifically authorized by this Agreement or in writing by FRANCHISOR prior to its sale, promotion, or advertisement.

7.7 Pricing for Services and Products. OPERATOR may set prices and discounts on the services and products that it may render or sell pursuant to this Agreement in operation of the Franchise; however, OPERATOR agrees to generally follow industry-accepted pricing practices for all services performed, which can be found in standard third-party pricing platforms, such as Xactimate, CoreLogic or others. Reasonable deviations should be supported by documented sound business reasons. Participation in special programs such as National Accounts, Select National Accounts and Commercial Accounts is voluntary pursuant to separate agreements, which may require specific pricing. In addition, various insurance companies may restrict prices charged to their insureds.

7.8 Insurance. Before commencing operation of the Franchise, and at all times thereafter during the term of this Agreement, OPERATOR shall, at OPERATOR's expense, keep in force insurance as designated by FRANCHISOR, insuring OPERATOR, FRANCHISOR and persons and entities affiliated with FRANCHISOR, against any liability or expense whatsoever arising out of, occurring upon, or in connection with the Franchise, for personal injury, death and property damage or other losses that may result against them, or any of them, by reason of the ownership, maintenance or operation by OPERATOR of the Franchise, including, without limitation, provision of services. All insurance shall be of the form, coverage and worthiness designated by and/or satisfactory to FRANCHISOR, with policy limits equal to or exceeding FRANCHISOR's then-current minimum policy requirements, which requirements are subject to change by FRANCHISOR upon thirty (30) days' written notice. This insurance shall not be subject to cancellation or any material change, except after thirty (30) days' written notice to FRANCHISOR and shall waive the carrier's rights of subrogation in favor of FRANCHISOR. FRANCHISOR and its affiliates, including, without limitation, its manager, shall be named as additional insureds or additional named insureds under said policy, as designated by FRANCHISOR from time to time. OPERATOR's insurance coverage shall be primary and any other insurance maintained by

FRANCHISOR or its affiliates shall be excess and non-contributory to OPERATOR's insurance. A current certificate of insurance reflecting full compliance with the requirements of this Section shall be kept on deposit with FRANCHISOR at all times. FRANCHISOR or its affiliates, at their option, may make any necessary payments to keep such insurance in force if OPERATOR fails to do so, and OPERATOR shall on demand reimburse FRANCHISOR or its affiliates for such payments plus ten percent (10%) interest or processing fee. Nothing contained herein shall be deemed to constitute an undertaking or representation by FRANCHISOR that any such insurance will insure OPERATOR against any or all insurable risks of loss that may, or can, arise out of or in connection with the operation of the Franchise. FRANCHISOR reserves the right to require OPERATOR to purchase tail insurance coverage in the types and amounts designated from time to time by FRANCHISOR for up to three (3) years following the Transfer, non-renewal, expiration or termination of this Agreement.

7.9 Customer Service. OPERATOR shall hold itself solely responsible for the quality and results of the services performed under this Agreement, maintaining a continuing responsibility with respect to such services beyond the termination of this Agreement. In order to assure that the reputation of FRANCHISOR, the Marks and other franchisees is maintained and to ensure that OPERATOR uses the System to maintain high standards of quality and service in compliance with this Agreement, FRANCHISOR or its designee may contact OPERATOR's customers concerning the quality of services, the level of customer satisfaction, or other aspects of OPERATOR's business FRANCHISOR determines to be relevant. OPERATOR agrees to make every effort to satisfy any customer complaint brought to OPERATOR's attention by any customer or as requested by FRANCHISOR. OPERATOR agrees to follow SERVPRO's Quality Assurance Program for any complaint brought to FRANCHISOR's attention.

OPERATOR agrees its telephone will be answered 24 hours per day as follows: (i) by an employee in its primary place of business between the hours of 8:00 a.m. to 5:00 p.m.; and (ii) OPERATOR may hire an answering service after hours.

7.10 Developments. All information, data, including, without limitation, customers and contacts, techniques and know-how developed or assembled or compiled by OPERATOR or OPERATOR's employees or agents during the term of this Agreement shall be owned by FRANCHISOR and shall constitute a part of the Confidential Information. If OPERATOR develops any new concept, method, process or improvement in the operation or promotion of the Franchise or the System (the "Developments"), OPERATOR agrees to promptly notify FRANCHISOR and provide FRANCHISOR with all necessary information concerning the same, without compensation. OPERATOR acknowledges and agrees that any and all right, title and ownership interest (including, without limitation, copyright, trademark and patent rights and all extensions and renewals thereof) now known or hereafter derived in all media and form whatsoever in perpetuity in all languages in and to all Developments (including, without limitation, all computer programs, any source code, object code, all enhancements and modifications and all files) shall vest in FRANCHISOR, and FRANCHISOR shall be the exclusive owner. OPERATOR agrees and intends that, to the maximum extent allowed by law, all copyrightable Developments shall be deemed to be "works made for hire" under relevant copyright laws; provided, however, to the extent Developments may not be considered a "work made for hire," and as to any patent rights, OPERATOR assigns to FRANCHISOR all rights, titles and interests in and to any such Developments, including, without limitation, rights to copyrights in all copyrightable materials and in and to all patent rights, applications and patents that may be issued thereon. If any Developments include items previously developed or copyrighted by OPERATOR, OPERATOR hereby grants to FRANCHISOR an assignment of any and all ownership rights and/or an unrestricted, royalty-free, perpetual, irrevocable license to make, have made, copy, use, modify, distribute, prepare derivative works, perform, display, disclose and sublicense such Developments for any lawful purpose. OPERATOR agrees to take any actions that might be reasonably requested by FRANCHISOR to

effectuate or evidence such ownership by FRANCHISOR or such an assignment. FRANCHISOR may utilize or disclose such information without restriction and without payment or compensation to OPERATOR, including other Servpro franchisees, as FRANCHISOR determines in its sole discretion.

7.11 Manager. If OPERATOR is an individual or individuals, the Franchise is licensed in reliance on the individual(s)' business skills, financial capacity and personal character. If OPERATOR is a business entity, the Franchise is licensed in reliance on the business skills, financial capacity and personal character of the principals and Owners. The Operating Principal(s) must directly perform or directly supervise the operation of the Franchise. All Owners and majority Owners of the Franchise must personally complete all training designated as mandatory and must personally complete all Franchise business reviews, attend the Convention (typically once per year in the summer), Servpro TV episodes, attend all area meetings (three times per year, usually once every four months) and all training programs required by FRANCHISOR from time to time. An employee may not attend training or perform these duties in the place of the Operating Principal(s) or Owner(s). Any employee attending training must sign a written agreement to maintain the confidentiality of the Confidential Information set forth in Section 6.5 and to conform to the covenants not to compete set forth in Section 6.6. These agreements must be in a form satisfactory to FRANCHISOR and must provide that FRANCHISOR is a third party beneficiary of, and has the independent right but not the obligation to enforce, the covenants. OPERATOR agrees to provide FRANCHISOR with requested information about any person or persons proposed to help manage the business and a copy of an employment agreement that contains provisions prohibiting competition with FRANCHISOR after termination of the employment and prohibiting any use of the Marks or Confidential Information. OPERATOR agrees to pay FRANCHISOR's then current training fee and any employee's expenses of attending training.

7.12 Background Checks. OPERATOR agrees to conduct background checks on all Owners and employees annually, unless OPERATOR has reason to suspect that any Owner or employee may have been convicted of, or pled guilty to, a felony involving dishonesty or breach of trust, fraud, theft or any type of violence against a person, in which case a background check must be conducted immediately. These background checks are intended to maintain FRANCHISOR's brand standards and promote the safety of OPERATOR's customers. OPERATOR agrees to inform FRANCHISOR immediately if any Owner is convicted of or pleads guilty to any such crimes, which is a default without opportunity to cure under Section 10.4(c). OPERATOR agrees not to employ anyone with a conviction for or has pled guilty to a felony involving dishonesty or breach of trust, theft, or any type of violence against a person. The provisions of this Section 7.12 are all subject to applicable law.

7.13 Certification Training. All designated employees of OPERATOR must complete training programs and courses, and obtain certifications as may be designated by FRANCHISOR from time to time, which may be provided by FRANCHISOR or a third party.

## **8. COVENANTS OF FRANCHISOR**

8.1 Manuals. FRANCHISOR agrees to make available to OPERATOR one copy of each of the manuals and other writings concerning the operation and management of the Franchise (the "Manuals"), in print and/or electronic form, which will be loaned and made available to OPERATOR for the term of this Agreement. The Manuals shall remain Confidential Information and shall remain FRANCHISOR's property. FRANCHISOR has the right to periodically modify the Manuals as FRANCHISOR deems necessary or appropriate, in its sole discretion, and OPERATOR agrees to comply with each new or changed standard, which may be communicated to OPERATOR through bulletins or other writings. OPERATOR shall not copy, duplicate, record or otherwise reproduce the Manuals in whole or in part, or otherwise make the Manuals available to any unauthorized person. OPERATOR shall

at all times ensure that the Manuals are kept current and up to date. In the event of any dispute as to the content of a Manual, the terms of the master copy of the Manual maintained by FRANCHISOR at FRANCHISOR's home office shall be controlling.

8.2 Training and Training Allowance. FRANCHISOR agrees to make available an initial training program, as described above in Section 7.2, currently consisting of the BDP, with the NFTP for new franchisees to include training in the six key result areas: office and technology, financial management, human resources, marketing, production and executive management. FRANCHISOR may make available additional training on subjects applicable to this Agreement or the Franchise in a manner that FRANCHISOR, at its sole discretion, determines is advisable. FRANCHISOR may arrange for, or refer OPERATOR to, an outside training service for certain specialized training, or charge a fee to defray costs of specialized training, and OPERATOR must pay all costs of transportation, food and lodging, and credentialing. For all new Franchises and Franchises transferred in compliance with all applicable conditions of the Transfer provisions set forth in Article 5 of this Agreement, FRANCHISOR shall make available an allowance to help pay the costs of transportation, food and lodging for the initial training or to provide transportation, food and lodging, provided that OPERATOR (or the buyer of OPERATOR), attends the next available initial training held after execution of this Agreement. This training allowance is for one Franchise Owner unless more than one person is named as OPERATOR or Owner under this Agreement or there is more than one Owner, in which case, the allowance will be used for two (2) Owners. FRANCHISOR agrees to make available the same training for additional persons at OPERATOR's request and at the then-current costs.

8.3 Convention Allowance. OPERATOR's attendance at the SERVPRO annual convention (the "Convention") is important. For this reason, FRANCHISOR agrees to compensate OPERATOR each year for attendance at each Convention, as follows:

(a) Each year, on a monthly basis, FRANCHISOR will compute and accrue a sum equal to ten percent (10%) of the Royalties (not including Fixed Fees or Brand Fund Fees) paid by OPERATOR on Gross Volume (the "Convention Allowance"); provided, however, if OPERATOR fails to complete Steps 1, 2 and 3 of the BDP within ninety (90) days after the Effective Date, no Convention Allowance shall accrue until such time as OPERATOR completes the Steps 1, 2 and 3; and further provided that, in addition to FRANCHISOR's rights and remedies for OPERATOR's breach of this Agreement, the Convention Allowance will not accrue to OPERATOR's account and will be disallowed for any month in which OPERATOR is not in full compliance with Articles 3 and 4 and Sections 7.1 and 7.8 and/or is otherwise in breach of this Agreement.

(b) The accrued Convention Allowance will be paid to OPERATOR at the next Convention if OPERATOR attends all days of the Convention; provided, however, FRANCHISOR may deduct the then-current registration fee from the Convention Allowance. If OPERATOR does not attend the entire Convention, OPERATOR is not entitled to receive the accrued Convention Allowance, which will be forfeited, and FRANCHISOR will start a new accrual computation for the next year. In the event of a sale or transfer of the Franchise, any accrued Convention Allowance belongs to the buyer or transferee if the buyer or transferee attends the entire Convention.

8.4 On-Going Support. FRANCHISOR agrees to upgrade, improve and make available equipment, cleaning products, literature, Manuals, and software applications and platforms, as necessary and advisable for the benefit of the System, as determined by FRANCHISOR in its sole discretion. If OPERATOR utilizes any software applications or platforms purchased from FRANCHISOR or its



affiliates, there may be additional charges. FRANCHISOR welcomes suggestions from franchisees. Each idea or Development by OPERATOR will be given consideration. If found to be beneficial to the System, it will be made available to all SERVPRO franchisees and be made a part of the System. (Section 7.10).

8.5 Brand Fund. FRANCHISOR or its designee has established a Brand Fund for advertising, marketing, research and development, public relations, social-media management, lead-generation, customer-relationship management, and technology programs, materials and activities, the purpose of which is to enhance, promote and protect the Servpro brand and franchise System. OPERATOR agrees to pay the Brand Fund Fee to the Brand Fund. A business offering Franchise Services to the public that FRANCHISOR or its affiliates own will contribute to the Brand Fund on the same percentage basis as franchisees:

(a) FRANCHISOR or its designee will direct and administer it its sole judgement all programs the Brand Fund finances, with sole control over all creative and business aspects of the Brand Fund's activities. The Brand Fund may pay for, among other things, preparing, producing, placing and maintaining video, audio, and written materials, digital marketing, and social/electronic media; developing, maintaining and administering one or more websites for the Servpro franchise system, an intranet or extranet, and/or related strategies; creating and administering national, regional, multi-regional, local, and multi-local marketing, advertising, lead-generation, and other brand development and enhancement programs; using advertising, promotion, and marketing agencies and other advisors to provide assistance; administering, staffing and supporting all Servpro franchise quality and operational enhancement programs; establishing regional and national promotions and partnerships and hiring spokespersons to promote the Servpro brand; establishing on-line systems and other vehicles for centralized customer interaction; supporting public relations, market research and development, and other advertising promotion marketing and brand development and enhancement activities, including conducting franchisee meetings and conferences; and funding technology initiatives for the Servpro System. The Brand Fund periodically may give OPERATOR sample advertising, marketing, promotional and lead-generation formats and materials. FRANCHISOR or its designee may sell OPERATOR multiple copies of such materials at its direct cost of producing them, plus ay related shipping, handling, and storage charges.

(b) FRANCHISOR or its designee will account for the Brand Fund separately from its other funds (although it need not keep Brand Fund Fees in a separate bank account) and not use the Brand Fund for any of its general operating expenses. However, the Brand Fund may reimburse FRANCHISOR or its designee for the reasonable salaries and benefits of personnel who manage and administer costs; travel-related expenses of personnel while they are on Brand Fund business; meeting costs; overhead relating to Brand Fund business; conducting public relations and quality and operational enhancement programs; on-site training of personnel; and other expenses FRANCHISOR or its designee incurs administering or directing the Brand Fund and its programs, including conducting market research, preparing advertising, marketing, promotional, and lead-generation formats and materials, collecting and accounting for Brand Fund Fees, paying taxes due on Brand Fund Fees received, and any other costs or expenses FRANCHISOR or its designee incurs in operating the Brand Fund or handling Brand Fund activities. The Brand Fund is not a trust, and FRANCHISOR and its designee do not owe OPERATOR fiduciary obligations for maintaining, directing, or administering the Brand Fund or for any other reason. FRANCHISOR or its designee will exercise its business judgment in deciding all Brand Fund expenditures, taking into account input from franchisees, an advertising agency, and the Brand Fund Advisory Board.

(c) The Brand Fund may spend in any fiscal year more or less than the total Brand Fund Fees in that year, borrow from FRANCHISOR, its designee, or others (paying reasonable interest) to cover deficits, invest any surplus for future use, and roll over unspent monies to the following year. FRANCHISOR or its designee may use new Brand Fund Fees to pay Brand Fund deficits incurred during previous years. FRANCHISOR or its designee will use all interest earned on Brand Fund Fees to pay costs before using the Brand Fund's other assets. FRANCHISOR or its designee will prepare an annual, unaudited statement of Brand Fund collections and expenses and give OPERATOR a copy of the statement upon written request. FRANCHISOR or its designee may (but need not) have the Brand Fund audited annually, at the Brand Fund's expense, by a certified public accountant chosen by FRANCHISOR or its designee. FRANCHISOR or its designee may incorporate the Brand Fund or operate it through a separate entity whenever it deems appropriate. The successor entity will have all of the rights and duties specified in this Section 8.5.

(d) The Brand Fund's principal purposes are to maximize recognition of the Marks, increase patronage of Servpro franchises, and enhance, promote, and protect the Servpro brand and System. Although FRANCHISOR or its designee will attempt to use the Brand Fund in the aggregate to develop and implement materials and programs benefiting all Servpro franchisees, FRANCHISOR or its designee need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to Brand Fund Fees by Servpro franchisees operating in that geographic area or that any Servpro franchisee benefits directly or in proportion to its Brand Fund Fee from the development of advertising, marketing, promotional, and lead-generation formats and materials or the implementation of programs. The Brand Fund will not be used to develop materials and programs to solicit franchisees. However, media, materials, and programs (including any websites for the Servpro franchise system) prepared using Brand Fund Fees may describe the franchise program, reference the availability of franchise and related information, and gather franchise leads. FRANCHISOR or its designee has the right, but no obligation, to use collection agents and institute legal proceedings at the Brand Fund's expense to collect unpaid Brand Fund Fees. FRANCHISOR or its designee also may forgive, waive, settle, and compromise any and all claims by or against the Brand Fund.

Except as expressly provided in this Section 8.5, FRANCHISOR and its designee assume no direct or indirect liability or obligation to OPERATOR for collecting amounts due to, maintaining or administering the Brand Fund.

(e) FRANCHISOR or its designee may at any time defer or reduce the Brand Fund Fees of any Servpro franchisee and, upon thirty (30) days' prior written notice to OPERATOR, reduce or suspend Brand Fund Fees and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If FRANCHISOR or its designee terminates the Brand Fund, FRANCHISOR or its designee will either (i) spend the remaining Brand Fund balance on permitted programs and expenditures or (ii) distribute all unspent funds to then-existing Servpro franchisees, and to FRANCHISOR or its affiliates, in proportion to their respective Brand Fund Fees during the preceding twelve (12)-month period.

## **9. INDEPENDENT CONTRACTOR; INDEMNIFICATION**

9.1 Independent Contractor. It is understood and agreed that this Agreement and the parties' course of dealing does not, and will not, create a fiduciary or employment relationship, and at all times under this Agreement, OPERATOR will act as, and shall be, an independent contractor. OPERATOR further agrees that OPERATOR will not at any time, directly or indirectly, act as or hold itself out as an

agent, servant, employee, subsidiary, joint venturer or partner of FRANCHISOR, or make any commitment, or incur any liability on behalf of FRANCHISOR without FRANCHISOR's prior written consent. FRANCHISOR shall neither assume liability for, nor be deemed liable hereunder, as a result of any such action by OPERATOR, nor be liable by reason of any act or omission by OPERATOR in its conduct and operation of the Franchise.

All employees of OPERATOR are hired by, employed by and under the sole supervision and control of OPERATOR. OPERATOR's employees are not employed by, jointly employed by, agents of or under the supervision or control of FRANCHISOR or its affiliates in any manner whatsoever.

FRANCHISOR and its affiliates will not exercise direct or indirect control of OPERATOR's employees' working conditions or any other terms or conditions of employment. FRANCHISOR and its affiliates do not share or codetermine the terms and/or conditions of employment of OPERATOR's employees or participate in matters relating to the employment relationship between OPERATOR and its employees, such as hiring, promotion, demotion, termination, hours or schedule worked, rates of pay, overtime, on call hours, benefits offered, leave and time off, work assigned, discipline, response to grievances and complaints, or any other working conditions. OPERATOR has the sole responsibility and authority for these and any other terms and conditions of employment. OPERATOR must notify and communicate clearly with its employees in all dealings, including, without limitation, its written and electronic correspondence, paychecks, recruiting materials, HR materials and any other materials, that OPERATOR (and only OPERATOR) is their employer and that FRANCHISOR and its affiliates are not their employer. Training with respect to any and all employment policies and procedures is OPERATOR's sole responsibility. Any training or other information offered to OPERATOR's employees is for the benefit of OPERATOR's business and is provided at OPERATOR's request and direction.

From time to time FRANCHISOR may make information available regarding generally accepted and common employment policies and practices, which may include sample forms for review and use after proper review and modification, as OPERATOR determines. Some forms and information provided are "best practices" recommendations developed by other franchisees or independent representatives (e.g., Directors Franchise Business Consultants/Regional Development Consultants) and the FRANCHISOR and its affiliates over many years of experience in the Servpro System. Only OPERATOR can determine whether these can apply or are appropriate for OPERATOR's business. OPERATOR will have sole discretion to adopt or implement any policies and procedures and forms, as well as the specific terms of such policies and procedures and forms.

OPERATOR's use of such information is optional and should not be construed as any intent or right to control OPERATOR's operations, personnel decisions or relationship with its employees, either directly or indirectly. OPERATOR is expressly advised to consult its own independent counsel or other qualified business advisor for labor and employment advice. OPERATOR has sole discretion on the employment policies and procedures it seeks to utilize, conditioned upon such policies and procedures being compliant with applicable laws.

9.2 Indemnification. For the purposes of this Agreement, "Claims" means all losses, fines, suits, proceedings, claims, demands, debts, obligations, liabilities, judgments, damages and actions of any kind or nature, as well as attorneys' fees, costs of investigation and discovery, settlement costs, lost profits, charges, expenses and taxes arising out of, relating to or in any way connected with the foregoing. OPERATOR shall be solely and completely responsible for any and all Claims arising out of, relating to or in any way connected with the operation of the Franchise whether conducted by OPERATOR or OPERATOR's Owners, employees, agents, sub-contractors, representatives or any other person or entity affiliated or connected with OPERATOR. In addition, OPERATOR agrees to indemnify, defend and hold

harmless FRANCHISOR, FRANCHISOR's officers, directors, employees, agents and shareholders, and all persons and entities affiliated with or connected with FRANCHISOR (the "Indemnitees"), at OPERATOR's sole cost and expense, for all Claims arising out of, relating to or in any way connected with (a) the operation of the Franchise, (b) OPERATOR's acts or omissions, and those of OPERATOR's Owners, employees, agents, sub-contractors, representatives or any other person or entity affiliated or connected with OPERATOR, (c) the breach of any provision of this Agreement, and (d) any and all relations with OPERATOR's customers, vendors and insurance company referrals and their insureds. If a Claim is made against any Indemnitee hereunder, even if the Claim contains allegations of any Indemnitee's independent acts, including, without limitation, training, Manuals, inadequate franchisee supervision, improper franchisee selection, or any other allegation, the duty to defend hereunder shall apply to the entire Claim, including those Claims brought against an Indemnitee, either in whole or in part. OPERATOR insurance shall be primary and noncontributory to (will not seek contribution from) any other insurance available to any Indemnitee. The Indemnitees have the right to defend and/or settle any such Claim in such manner as they deem appropriate, in their sole discretion, and without the consent of OPERATOR. OPERATOR shall also reimburse each Indemnitee for all costs incurred in investigating and defending any such Claim, including, without limitation, attorneys' fees and court costs. This indemnity and all of OPERATOR's obligations and duties under this Section shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

## **10. DEFAULT AND TERMINATION**

10.1 Termination by Mutual Agreement. FRANCHISOR and OPERATOR may agree in writing to terminate this Agreement at any time on such terms and conditions as FRANCHISOR and OPERATOR may mutually agree.

10.2 Voluntary Termination by OPERATOR. This Agreement may be terminated by OPERATOR at any time by the Transfer of the Franchise in accordance with Article 5, or upon giving FRANCHISOR at least one hundred twenty (120) days' prior written notice of OPERATOR's intent to terminate. This notice will be accepted by FRANCHISOR if, prior to termination: (i) OPERATOR's monetary and other obligations are fully satisfied; (ii) all reports are properly submitted and filed; (iii) OPERATOR executes a general release, in a form satisfactory to FRANCHISOR, of any and all known and unknown Claims against FRANCHISOR, its affiliates and their respective officers, directors, employees, shareholders, owners, agents, successors, assigns, and their representatives and any other person and entity affiliated with or connected with FRANCHISOR; (iv) OPERATOR cooperates with FRANCHISOR and completes an audit as designated by FRANCHISOR, which may include an Examination as set forth in Section 4.3; and (v) OPERATOR signs an agreement affirming that the confidentiality obligations in Section 6.5, the post-termination obligations in Article 11, and the Covenant Not To Compete in Section 6.6 survive.

10.3 Default Without Notice or Opportunity to Cure. It is agreed that in no event shall this Agreement, or any right or interest thereunder, be deemed an asset in any insolvency, receivership, bankruptcy, composition, liquidation or reorganization proceeding. OPERATOR shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to OPERATOR, if (a) OPERATOR becomes insolvent; (b) a petition in bankruptcy is filed by OPERATOR, or such a petition is filed against and not opposed by OPERATOR, or an order for relief in bankruptcy is entered; (c) OPERATOR is adjudicated bankrupt or insolvent; (d) a bill in equity or other proceeding for the appointment of a receiver of OPERATOR or other custodian for OPERATOR's business or assets is filed and consented to by OPERATOR; (e) a receiver or other custodian (permanent or temporary) of the Franchise, OPERATOR's assets, or property, or any part thereof, is appointed by any court of competent jurisdiction; (f) proceedings for a composition with creditors under any state or federal law should be

instituted by or against OPERATOR; (g) OPERATOR is dissolved; (h) OPERATOR admits its inability to pay its debts as they come due; (i) a final judgment remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed); (j) execution is levied against OPERATOR's Franchise or its property; (k) suit to foreclose any lien against OPERATOR's assets subject to a security interest in favor of FRANCHISOR is instituted against OPERATOR and not dismissed within thirty (30) days; (l) the real or personal property of the Franchise shall be sold after levy thereupon by any sheriff, marshal or constable, or other similar authority; or (m) all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor.

10.4 Default With Notice; Without Opportunity to Cure. OPERATOR shall be deemed to be in default of this Agreement, and FRANCHISOR may, at its option, terminate this Agreement and all rights hereunder, without affording OPERATOR any opportunity to cure the default, effective immediately upon notice to OPERATOR, if OPERATOR or any Owner of OPERATOR:

(a) abandons the Franchise by failing to operate the business for five (5) consecutive days, or any shorter period after which it is reasonable under the facts and circumstances for FRANCHISOR to conclude that the OPERATOR does not intend to continue to operate the Franchise, unless caused by an act of God, Force Majeure Event (as defined in Section 13.20) or similar circumstances beyond OPERATOR's control, as determined by FRANCHISOR; the business telephone number is disconnected at any time, and no new number is installed or reconnected within twenty-four (24) hours; or OPERATOR assigns the operation of or attempts to Transfer the Franchise to another person or entity without FRANCHISOR's prior written consent;

(b) has made any material misrepresentation or misstatement relating to the acquisition of the Franchise, or with respect to the ownership of OPERATOR; maintains false books or records; or submits any false reports to FRANCHISOR, including, without limitation, any false Royalty reports or invoice copies;

(c) is convicted of or pleads guilty or no contest to a felony involving dishonesty or breach of trust, a fraud, any type of assault, a crime involving moral turpitude or any other crime or offense that FRANCHISOR determines is likely to have an adverse effect upon the Franchise, the System, the Marks, or the goodwill associated therewith, or FRANCHISOR's interest therein; or OPERATOR engages in dishonest, unethical, immoral or other conduct that reflects materially and unfavorably upon OPERATOR, or the operation, reputation or goodwill of the Franchise, the System, the Marks, or the goodwill associated therewith, or FRANCHISOR's interest therein;

(d) fails, for a period of ten (10) days after notification of noncompliance, to comply with any federal, state or local law or regulation, including, without limitation, health, safety, building, and labor laws or regulations applicable to the operation of the Franchise, or FRANCHISOR makes a determination that continued operation of the Franchise by the OPERATOR will result in an imminent danger to public health or safety;

(e) discloses or divulges the contents of the Manuals, or other Confidential Information provided to OPERATOR by FRANCHISOR, in violation of Section 6.5 or otherwise fails to comply with any of the terms, covenants or conditions in Section 6.5 or 6.6;

(f) fails to acquire, or to continuously maintain the required minimum levels of insurance, fails to have FRANCHISOR and its affiliates named as additional insureds, or fails to provide a current certificate of insurance to FRANCHISOR as required by Section 7.8 hereof;

(g) after curing any default or noncompliance in accordance with Section 10.5, engages in the same default or noncompliance, whether or not such default or noncompliance is corrected after notice;

(h) is provided notice of default under this Agreement for failure to comply with any of the requirements imposed by this Agreement three (3) times in any twelve (12) month period, whether or not cured after notice; or

(i) purports to sell, assign, Transfer, convey, rent, gift, lease, pledge, exchange, mortgage or otherwise encumber the Franchise or any rights or obligations under this Agreement or any interest in OPERATOR without FRANCHISOR's prior written consent in violation of Article 5.

10.5 Default With Notice and Opportunity to Cure. Except as set forth in Sections 10.3 and 10.4, OPERATOR shall have thirty (30) days after FRANCHISOR gives written notice of default under this Agreement within which to remedy the default and provide satisfactory written evidence of cure thereof to FRANCHISOR. If OPERATOR fails to immediately initiate a remedy to cure such default and cure to FRANCHISOR's satisfaction within the thirty (30) day period (or within such longer period as FRANCHISOR may, at its sole option, grant or such longer period as applicable law may require), FRANCHISOR may thereafter terminate this Agreement effective immediately upon notice to OPERATOR. Such defaults shall include, without limitation, OPERATOR:

(a) fails to pay Royalties, Fixed Fees, Brand Fund Fees, other fees, accounts or any other indebtedness to FRANCHISOR or its affiliates when due, whether under this Agreement, the Territorial Policy or any other agreement with FRANCHISOR or its affiliates, or fails to submit the reports or other information required by FRANCHISOR when due under this Agreement, the Territorial Policy or other standards, specifications or procedures of FRANCHISOR;

(b) violates and fails to cure or consistently violates any health or safety law, ordinance or regulation;

(c) fails to comply with FRANCHISOR's then-current standards, specifications or procedures for promoting, offering for sale, and providing products, supplies and services to the public;

(d) fails, refuses or neglects to obtain FRANCHISOR's prior written approval or consent as required by this Agreement;

(e) misuses or makes any unauthorized use of the advertising, the Marks or any other identifying characteristics of the System, or otherwise impairs, damages or lessens the value of the goodwill associated with the Marks or FRANCHISOR's rights therein;

(f) refuses to permit FRANCHISOR or its representatives to examine the books and records of OPERATOR pursuant to Section 4.3 or otherwise denies FRANCHISOR access to the Franchise and its location for inspection or examination or any requested information pertaining to the Franchise;

(g) fails to keep all telephone numbers used in connection with the Franchise registered with FRANCHISOR or at its direction in accordance with Section 7.5;

(h) sells unauthorized products and services, or uses unauthorized products, cleaning products or equipment in the conduct of the Franchise; or

(i) fails to otherwise perform or comply with any other term, condition, representation, requirement or commitment under this Agreement, the System and the Franchise, as each may periodically be supplemented or modified by the Manuals or other policies or procedures of FRANCHISOR.

## **11. OPERATOR'S OBLIGATIONS UPON TERMINATION, EXPIRATION OR NON-RENEWAL**

11.1 OPERATOR's Obligations Upon Termination, Expiration or Non-Renewal. This Agreement may be terminated prior to the expiration of its term, as set forth in Article 10. Upon termination, expiration or non-renewal of this Agreement for any reason, whether by reason of lapse of time, default in performance or other cause or contingency, all rights granted under this Agreement shall terminate, and OPERATOR shall:

(a) Immediately and permanently remove or change, or cause to be removed or changed, all signage, regardless of location, as FRANCHISOR shall direct, so as to eliminate FRANCHISOR's identification and to effectively distinguish the former Franchise from its former appearance and from any other SERVPRO franchise in the System, including, without limitation, the repainting of all vehicles and equipment;

(b) Immediately erase or obliterate the word "SERVPRO®" and any other trademarks, trade dress, service marks, trade names, Marks owned or licensed from FRANCHISOR, and all words indicating that OPERATOR is still, or was, a SERVPRO franchisee from letterheads, stationery, order forms, packaging or any other items used by OPERATOR, and otherwise completely discontinue all use of the Marks and permanently discontinue all advertising, marketing and promotions as a SERVPRO franchisee;

(c) Promptly assign and transfer to FRANCHISOR or at its direction each and every telephone number, directory listing, advertising or website and URL domain name and social media account used in connection with the Franchise and sign all documents required by the telephone company or service provider to affect such a transfer and to discontinue all social media usage and electronic and other advertising associated with the Franchise and FRANCHISOR. Prompt transfer of log-in credentials and ownership for any social media account used must be made from OPERATOR to FRANCHISOR or at its direction. OPERATOR agrees to pay any indebtedness that any service provider may require to be paid as a condition of transferring the telephone number, directory listing, advertising or website;

(d) Immediately and permanently cease to use, in any manner whatsoever, all Confidential Information, including, without limitation, all confidential and proprietary methods, procedures and techniques associated with the Franchise, and return to FRANCHISOR the advertising materials, report forms, customer lists, customer files and other materials of a confidential or proprietary nature developed or adopted by FRANCHISOR for use in the System or bearing any of the Proprietary Marks and you will lose access to Franchisor's Manuals, and all other proprietary materials, bulletins, and all computer software applications;

(e) Abide by all post-termination provisions of this Agreement, including, without limitation, those in Article 6 and refrain from doing anything, whether specified herein or not, that would directly or indirectly indicate that OPERATOR was a present or former SERVPRO franchisee;

(f) Promptly pay all sums owed to FRANCHISOR and any of its affiliates and cooperate to complete an audit of OPERATOR's business as designated by FRANCHISOR, which may include an Examination as set forth in Section 4.3. In the event of termination for any default of OPERATOR, such sums will include all damages, costs and expenses, including, without limitation, reasonably estimated lost Royalties and Brand Fund Fees, and reasonable attorneys' fees incurred by FRANCHISOR as a result of the default, which obligation will give rise to and remain, until paid in full, a lien in favor of FRANCHISOR against any and all of the personal property, furnishings, equipment, vehicles, signs, fixtures and inventory owned by OPERATOR or Owners relating to or connected with this Agreement at the time of default;

(g) Pay to FRANCHISOR all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by FRANCHISOR subsequent to the termination of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

(h) If OPERATOR has filed the "SERVPRO®" trade name with any governmental agency, OPERATOR agrees to immediately give written notice to such agency to cancel the filing and take such action as may be necessary to cancel any assumed or fictitious name or corporate or partnership registration that contains the Marks, the word SERVPRO® or any other service mark, trade name or trademark of FRANCHISOR and furnish FRANCHISOR with written evidence satisfactory to FRANCHISOR of compliance with this obligation within five (5) days after termination;

(i) Promptly return to FRANCHISOR any collateral subject to a security agreement including, without limitation, equipment and vehicles, at OPERATOR's expense;

(j) Disable, terminate or assign to FRANCHISOR or at its direction, OPERATOR's XactNet® address assigned for Xactimate and Xactanalysis use, at FRANCHISOR's sole election; and

(k) Deliver to FRANCHISOR all job file, customer data and data containing all of OPERATOR's marketing contacts, wherever stored or located.

11.2 Rights and Remedies Cumulative. All rights and remedies of FRANCHISOR herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and these rights and remedies may be exercised and enforced separately or concurrently and whenever and as often as the occasion arises. Termination, expiration, non-renewal or Transfer of this Agreement shall not extinguish any existing indebtedness owed to FRANCHISOR or any of FRANCHISOR's affiliates unless FRANCHISOR otherwise agrees in writing. Upon termination, expiration or non-renewal of this Agreement for any reason, OPERATOR shall not receive any payment or adjustment whatsoever for any customers or goodwill that OPERATOR may have established during the operation of the Franchise and such rights revert to FRANCHISOR.



## 12. MEDIATION

12.1. Agreement to Use Procedure. A controversy or Claim between Operator Parties and Franchisor Parties arising out of, relating to or in any manner connected with this Agreement, the breach thereof or the transaction embodied therein or any other agreement between Operator Parties and Franchisor Parties, the relationship with Operator Parties on the one hand and Franchisor Parties on the other is defined as a “Dispute.” If any Dispute arises, the parties agree to utilize the procedures set forth herein before commencing any arbitral or legal action. If a party fails to utilize these procedures prior to commencement of any arbitral or legal action, the other party shall be entitled to at least a sixty (60) day abatement of the legal action upon filing the appropriate procedural request in the proceeding to compel mediation by bringing this provision to the attention of the arbitrator, court or other legal authority having jurisdiction over the matter.

12.2. Initiation of Procedure. The initiating party shall give written notice to the other party, describing the nature of the Dispute, its claim for relief and identifying one or more individuals with authority to resolve the Dispute on such party’s behalf. The other party shall have ten (10) business days within which to designate in writing one or more individuals with authority to resolve the Dispute on such party’s behalf (the “Authorized Individuals”).

12.3 Direct Negotiations. Authorized Individuals shall be entitled to investigation of the Dispute as they deem appropriate, but agree to meet promptly, and in no event later than thirty (30) days from the date of the initiating party’s written notice, to engage in direct negotiations to seek resolution of the Dispute. Authorized Individuals shall meet and/or confer for such purpose in person or by telephone at such times, places and with such frequency as they may agree. If the Dispute has not been resolved within thirty (30) days from the date of their initial meeting, the parties shall cease direct negotiations and submit the Dispute to mediation in accordance with the following procedure.

12.4 Selection of Location for Mediation. Within fifteen (15) business days after the parties cease direct negotiations, the parties shall make a good faith effort to select a mutually convenient location for a mediation. If the parties cannot agree, the mediation shall be held in Nashville, Tennessee.

12.5 Selection of a Mediator. Within fifteen (15) business days after the parties select a location for mediation, the parties shall make a good faith effort to select a person to mediate the Dispute. If no mediator has been selected under this procedure, each party shall supply a list of five (5) potential qualified attorney-mediators within ten (10) business days to the other party. Within ten (10) business days after receipt of the list, the parties shall rank the proposed mediators in numerical order of preference, simultaneously exchange such lists, and select the individual receiving the highest combined ranking as the mediator. If such individual is not available to serve, the parties shall proceed to contact the individual who was the next highest in ranking until a mediator is selected.

12.6 Exchange of Information; Summary of Views. The parties and the mediator shall determine a convenient date for the mediation. Both parties shall attempt in good faith to agree on procedures for the expeditious exchange of information in the possession of another party which is desired to prepare for the mediation. Each party will deliver a concise summary of its position on the Dispute to the mediator and the other party(ies) as well as summaries of relevant documentary and electronic evidence and summaries of planned witness testimonies at least seven (7) days before the first scheduled session of the mediation.

12.7 Conduct of Mediation. The mediator shall determine the format for the meeting, and the mediation session shall be private. The mediator will keep confidential all information learned in private

caucus with any party unless specifically authorized by such party to make disclosure of the information to the other party. The parties agree that the mediation shall be governed by such rules as the mediator shall prescribe, consistent with Tennessee law. If the mediator does not prescribe rules, the mediation shall be governed by the relevant provisions of Tennessee law.

12.8 Termination of Procedure. Both parties agree to participate in the mediation to its conclusion. The mediation shall be concluded by either: (1) the execution of a settlement agreement by the parties; (2) a declaration of the mediator that mediation is concluded or at an impasse; or (3) a written declaration by the parties to the effect that the mediation process is concluded at the end of one (1) full day of mediation sessions.

12.9 Fees; Disqualification; Confidentiality. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to the Dispute and any related matters. Mediation is a compromise negotiation for purposes of Federal and State Rules of Evidence and constitutes privileged communication under Tennessee law. The entire mediation process is confidential, and such conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence that is otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

12.10 Exception. This Article does not apply to, and the definition of “Disputes” in Section 12.1 does not include Disputed Claims Subject to Court Action in Section 14.13.

### **13. ADMINISTRATIVE PROVISIONS**

13.1 Amendments. Except as otherwise expressly provided herein, this Agreement shall not be modified or amended, except by written agreement executed by all parties; provided, however, only an authorized officer or other authorized designee of FRANCHISOR may sign and affect such a modification or amendment. This Agreement cannot be changed, modified, amended or terminated orally.

13.2 Pronouns. When used in this Agreement, references to the singular shall include the plural and references to gender shall include both and all, as the context may require.

13.3 Captions. The captions and headings throughout this Agreement are for reference and convenience only. They are not a substantive part of this Agreement and shall not be used in interpreting or construing it.

13.4 Severability. If any provision of this Agreement, or its application to any person or circumstance is deemed invalid or unenforceable, all other provisions of this Agreement, or the application of such provisions to other persons or circumstances, shall remain in full force and effect, and not be affected thereby, and in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision that is valid, enforceable and as similar in terms to such invalid or unenforceable provision as may be possible or, if not possible, any such invalid or unenforceable provisions will be severed from this Agreement.

13.5 Binding Effect; Joint and Several; No Third-Party Beneficiaries. This Agreement and the terms, conditions, covenants, restrictions and limitations contained herein, shall bind and inure to the benefit of FRANCHISOR and its successors and assigns and shall bind and inure to the benefit of OPERATOR (including the persons executing this Agreement if OPERATOR is a legal entity) and its or their respective heirs, executors, administrators, permitted successors and assigns. All covenants,

agreements and obligations assumed herein by OPERATOR shall be deemed to be joint and several covenants, agreements and obligations of each of the persons named as OPERATOR, if more than one person is so named, and all Owners. This Agreement shall not be construed to create any third party beneficiary rights in any person or entity.

13.6 Savings Clause. If any term hereof may be construed to obligate OPERATOR to pay interest in excess of the highest legal amount, it is agreed that such term is a mistake in calculation or wording and, notwithstanding the same, it is agreed that neither OPERATOR nor any other person or entity obligated for the payment of any sums hereunder shall ever be obligated to pay interest in excess of the highest lawful amount. In no event shall FRANCHISOR charge or collect, directly or indirectly, an amount for the use, forbearance or detention of money hereunder in excess of the highest lawful rate of interest. Any payment shall be first applied to unpaid interest over the term of the obligation and then, if any excess remains, applied next to reduction of the unpaid balance of principal or any other sums owing and then, after such unpaid balance is reduced to zero, any remaining excess shall be refunded to OPERATOR. If the maturity of any indebtedness is accelerated before the due date, any unearned interest in excess of the maximum permitted by law shall be canceled automatically as of the date of such acceleration and, if paid, shall be refunded or credited against the principal amount of the obligation.

The phrase “then-current” regarding the future Franchise License Agreement means, qualification criteria, training requirements and other terms and conditions, which may be materially different than those contained in this Agreement, as may be changed or modified in FRANCHISOR’s sole discretion. Including shall also mean “including but not limited to.”

13.7 Notices. All notices required or permitted to be given under the terms of this Agreement shall be given in writing, and be delivered personally, by mail, or by an express delivery service, postage or delivery charges prepaid, and addressed to the party to be notified at its last known business address. All such notices shall be deemed to have been given and received the earlier of: when received, as evidenced by return receipt; documentation provided by the delivery or other service; or when first refused; or one (1) business day after placed in the hands of a commercial courier service or United States Postal Service for express delivery; or three (3) days after placed in the U.S. mail by registered or certified mail, return receipt requested; or two (2) business days after placed in the hands of the United States Post Office for delivery by priority mail. In addition, FRANCHISOR and its affiliates may provide notice to OPERATOR by facsimile transmission or e-mail using any facsimile number or e-mail address for OPERATOR then shown in FRANCHISOR's business records. Such notice by facsimile transmission and emails shall be deemed given and received on the day confirmed of transmission and receipt.

13.8 Waiver. The failure of FRANCHISOR to insist in any one or more instances upon strict performance of any of the covenants or provisions of this Agreement, to exercise any option herein contained, or to grant additional time to cure or remedy a default, shall not be construed as waiver or a relinquishment for the future of such covenant, agreement or option, but the same shall continue and remain in full force and effect. The acceptance by FRANCHISOR of payments, with knowledge of the breach of any covenant or agreement hereof, shall not be deemed a waiver of such breach, and no waiver by FRANCHISOR of any provision hereof shall be deemed to have been made, unless expressed in writing and signed by an authorized officer or authorized designee of FRANCHISOR. No failure of FRANCHISOR to exercise any power given to it hereunder, or to insist on strict compliance by OPERATOR with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of FRANCHISOR’s right to demand strict compliance with the terms hereof. Waiver by FRANCHISOR of any particular default by OPERATOR shall not affect or impair FRANCHISOR’s rights with respect to any other or subsequent default of the

same or a different nature; and no delay or omission of FRANCHISOR to exercise any rights arising from a default shall affect or impair FRANCHISOR's rights as to said default or any subsequent default.

13.9 Recovery of Legal Fees and Costs. In the event that a dispute occurs or an action in law or equity or arbitration arises between FRANCHISOR and OPERATOR concerning the operation, enforcement, construction or interpretation of this Agreement or the relationship created thereby or for any other reason, FRANCHISOR shall be entitled to recover its reasonable attorneys' fees, court and arbitration costs and expenses from OPERATOR, including, without limitation, reasonable accounting, travel, and expert witness fees, whether incurred prior to, in preparation for or in contemplation of the filing or defense of any such proceeding, unless OPERATOR ultimately prevails on all issues.

13.10 Governing Law. This Agreement, the rights granted and the relationship created hereunder shall be governed, interpreted and construed in all respects in accordance with the internal laws of the State of Tennessee without regard to its conflicts of laws provisions, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 *et. seq.*).

13.11 Consent to Jurisdiction and Venue. OPERATOR agrees that any legal action arising out of or relating to this Agreement or the relationship of the parties hereunder, including, without limitation, any legal entities in which Owners have any ownership interest, directly or indirectly, shall be brought in the United States District Court for the Middle District of Tennessee in Nashville, Tennessee, or the Circuit Court or Chancery Court of either Davidson or Sumner County, Tennessee. OPERATOR hereby irrevocably consents and submits to the jurisdiction of such Courts for such purposes and waives any objection it may have to either the jurisdiction or venue of such Courts.

13.12 Entire Agreement. This Agreement is formed and made in Tennessee. All exhibits, addenda, and schedules attached to this Agreement, and all other agreements between the parties executed contemporaneously herewith, are a part of this Agreement and are incorporated into it. This Agreement constitutes the entire agreement between the parties hereto, and it is acknowledged by both parties that except as expressly provided in this Agreement, there are no representations, warranties or other agreements expressed or implied, oral or written, in any way relating to the provisions hereof. This Agreement, when fully executed, shall supersede all prior negotiations, understandings, representations and agreements, oral or written, between the parties concerning the subject matter of this Agreement. Nothing in this section is intended to disclaim the representations FRANCHISOR made in the franchise disclosure document that FRANCHISOR furnished to OPERATOR.

13.13 Continuing Obligations. All obligations of FRANCHISOR and OPERATOR that expressly or by their nature survive the expiration, termination or nonrenewal of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration, termination or nonrenewal until they are satisfied or by their nature expire. These obligations include, without limitation, indemnification (Section 9.2), confidentiality (Section 6.5), non-competition (Section 6.6), choice of law (Section 13.10), venue (Section 13.11) and arbitration (Section 14).

13.14 Time is of the Essence. Time is of the essence for every provision of this Agreement.

13.15 Interpretation. Neither this Agreement nor any of its provisions is to be construed against or interpreted to the disadvantage of either party because a party drafted this Agreement or the provision.

13.16 Performance Through Others. FRANCHISOR may perform any of its obligations directly or through its affiliates or third parties. If performed through any of them, OPERATOR's obligations with respect to such matters will still run directly to FRANCHISOR.

13.17 Use of Definitions. The use of another tense of a defined term, or its use as a noun, adjective or adverb, or otherwise, means the same as the defined term, modified by the context of the sentence in which it is being used. All defined terms shall be interpreted and construed according to their defined meanings whenever used in this Agreement, including when used in Sections of the Agreement that precede the Section where the term is defined.

13.18 Actions by Others. Where OPERATOR is prohibited by this Agreement from directly taking any action, or where action by OPERATOR would constitute a default, OPERATOR agrees that it will not encourage, authorize or permit any other person or entity, directly or indirectly, whether or not under its direct or indirect control, to take such action.

13.19 Cross Default. Any default by OPERATOR, any Owner of OPERATOR, or any business or entity in which any Owner has any ownership interest, directly or indirectly, in the performance or observance of any of the terms and conditions under any agreement with FRANCHISOR shall be deemed to be an event of default under all other agreements between FRANCHISOR and OPERATOR, any Owner of OPERATOR, or any entity in which any Owner has any ownership interest.

13.20 Force Majeure. Except for monetary obligations hereunder, or as otherwise specifically provided in this Agreement, if either party to this Agreement is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs and labor troubles (other than ones against the party seeking to invoke this provision), inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, terrorism or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Agreement (the "Force Majeure Event") and not the fault, negligence or failure to perform any contractual or other legal duty of such party, then performance of such act will be excused for the period of the delay, but in no event to exceed 90 days from the occurrence of the Force Majeure Event; provided, however, no changes in the economic conditions at any local, regional or national level will be deemed to be a Force Majeure Event that excuses either party from performance of such party's duties under this Agreement.

13.21 Business Judgment. FRANCHISOR HAS THE RIGHT TO DEVELOP, OPERATE, AND CHANGE THE FRANCHISE SYSTEM IN ANY MANNER. WHENEVER THIS AGREEMENT RESERVES FRANCHISOR'S RIGHT TO TAKE OR WITHHOLD AN ACTION, OR TO GRANT OR DECLINE TO GRANT OPERATOR THE RIGHT TO TAKE OR WITHHOLD AN ACTION, OR ACT IN FRANCHISOR'S DISCRETION, SOLE DISCRETION OR THE LIKE, FRANCHISOR MAY, EXCEPT AS THIS AGREEMENT MAY SPECIFICALLY PROVIDE OTHERWISE, MAKE ITS DECISION OR EXERCISE ITS RIGHTS BASED ON INFORMATION THEN AVAILABLE TO IT AND ITS BUSINESS JUDGMENT OF WHAT IS BEST OR DESIRABLE FOR FRANCHISOR, SERVPRO FRANCHISEES GENERALLY, OR THE SERVPRO FRANCHISE SYSTEM WHEN FRANCHISOR MAKES ITS DECISION, WHETHER OR NOT FRANCHISOR COULD HAVE MADE OTHER REASONABLE OR EVEN ARGUABLY PREFERABLE ALTERNATIVE DECISIONS AND WHETHER OR NOT FRANCHISOR'S DECISION PROMOTES ITS FINANCIAL OR OTHER INTEREST.

BECAUSE COMPLETE AND DETAILED UNIFORMITY UNDER MANY VARYING CONDITIONS MIGHT NOT BE POSSIBLE OR PRACTICAL, OPERATOR ACKNOWLEDGES THAT FRANCHISOR RESERVES THE RIGHT AND PRIVILEGE ACCORDING TO ITS BUSINESS JUDGMENT TO VARY BRAND STANDARDS OR OTHER ASPECTS OF THE FRANCHISE

SYSTEM FOR ANY FRANCHISEE. OPERATOR HAS NO RIGHT TO REQUIRE FRANCHISOR TO GRANT OPERATOR A SIMILAR VARIATION OR ACCOMMODATION.

13.22 Jury Trial Waiver. OPERATOR and FRANCHISOR irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party against the other, whether or not there are other parties in such action or proceeding.

## 14. ARBITRATION

14.1 Arbitration. FRANCHISOR and OPERATOR agree that controversies, Disputes (defined in Section 12.1) and Claims (defined in Section 9.2) between OPERATOR and its affiliates and their respective owners, officers, directors, guarantors, agents and/or employees (“Operator Parties”) and FRANCHISOR and its affiliates and their respective owners, officers, directors, agents and/or employees (“Franchisor Parties”), arising out of, relating to or in any manner connected with:

- a) this Agreement or any other agreement between Operator Parties and Franchisor Parties;
- b) the relationship with Operator Parties on the one hand and Franchisor Parties on the other;
- c) the scope or validity of this Agreement or any other agreement between Operator Parties and Franchisor Parties (including the validity and scope of the arbitration obligation under this section, which the parties acknowledge is to be determined by an arbitrator and not by a court); or
- d) any system standard;

that cannot be resolved through Mediation pursuant to Section 12, must be submitted for binding arbitration on written demand of either party to the American Arbitration Association (“AAA”). Except as this section otherwise provides, the AAA’s then current commercial arbitration rules apply.

### Arbitration Procedure.

14.2 Number and Selection of Arbitrators. The arbitration proceedings will be conducted by one arbitrator for Claims and Disputes where the amount in controversy is alleged to be \$500,000 or less and by three arbitrators where the amount in controversy is alleged to exceed \$500,000. In the event 3 arbitrators are used, each party will have 14 days from the date of notice by the AAA of a written list of proposed arbitrators to return the written list with their choice of arbitrators; the arbitrator selected by the Operator Parties and the Franchisor Parties will choose the third arbitrator; provided, however, if they cannot agree on the third arbitrator, the AAA will select the third pursuant to its then-current rules and procedures. All 3 arbitrators must be neutral. The arbitration proceedings shall be conducted by arbitrator(s) experienced in the arbitration of disputes in the business format franchise field or distribution law, as available; if none is available, experienced business/commercial arbitrator(s) must be selected.

14.3 Location. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within forty (40) miles of where FRANCHISOR has its principal business address at the time the arbitration demand is filed. The arbitrator will have no authority to select a different hearing locale other than as described in the prior sentence.

14.4 Governing Law. All matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

14.5 Counterclaims. In any arbitration proceeding, each party must submit or file any claim constituting a compulsory counterclaim (as provided by the United States Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim not submitted or filed as required is forever barred.

14.6 Settlement Discussions. The arbitrator(s) may not consider any settlement discussions or offers made by either party.

14.7 Arbitration Expenses. AAA fees and expenses will be split and shared evenly by the two sides up until an award is entered, subject to Sections 13.9 and 14.9. Upon request of a party, a default award may be entered by the arbitrator against a party that does not appear or does not pay its share of fees or otherwise participate in arbitration to its conclusion and award. Either party may, in such party's sole discretion but has no obligation to, advance the other party's share of the AAA fees and expenses (excluding attorneys' fees) of any arbitration proceeding in order for the proceeding to take place and by doing so is not deemed to have waived or relinquished its right to seek the recovery of, and the arbitrator shall award, these costs.

14.8 Discovery. For Claims and Disputes where the amount in controversy is alleged to be \$500,000 or less: The parties agree that pre-hearing discovery will be limited to requests for, and exchange of, documents (paper and electronic) most relevant to the Claim and/or Dispute, 15 interrogatories and requests for admission each, and up to four (4) depositions per side, including expert and opinion witnesses. For Claims and Disputes where the amount in controversy is alleged to be \$500,000 or more: The parties agree that pre-hearing discovery will be limited to requests for, and exchange of, all documents (paper and electronic) relevant to the Dispute and/or Claim; 30 interrogatories and requests for admission each, and up to six (6) depositions per side, including expert and opinion witnesses. No deposition may exceed eight (8) hours without the parties' agreement or the arbitrator's order upon good cause shown. To the extent not modified herein, the Federal Rules of Evidence shall apply. Any party has the right to file pre-hearing motions with the arbitrator having the ability to dispose of some or all of the claims generally following the Federal Rules of Civil Procedure.

14.9 Award. The arbitrator(s) shall issue a reasoned award that explains the decision. The arbitrator has the right to award or include in his or her award any relief consistent with the underlying agreements at issue including, without limitation, actual compensatory money damages, specific performance, injunctive relief, and attorneys' fees, costs and expenses for Franchisor Parties (consistent with section 13.9 above), provided that the arbitrator may not declare any Mark generic or otherwise invalid. In addition, except as expressly provided in subsection 14.14 below, the arbitrator has no right to include in his or her award any exemplary, punitive, treble, or other forms of multiple damages against a party and each of the Franchisor Parties and Operator Parties hereby waive to the fullest extent the law permits, except as expressly provided in section 14.14 below, any right to or claim for any exemplary, punitive, treble, or other forms of multiple damages against the other.

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

14.11 No Class or Mass Actions. Operator Parties and Franchisor Parties agree that arbitration will be conducted on an individual basis, and not on a joint, collective, associational, class-wide or any other mass basis, and all parties hereby waive all such bases. An arbitration proceeding under this section may not be consolidated or joined with any other arbitration proceeding between Franchisor Parties and any other person or party.

14.12 Severability. If any court or arbitrator determines that all or any part of this arbitration agreement or any provision is unenforceable or invalid with respect to a Claim or Dispute that otherwise would be subject to arbitration under this section, all parties agree that this arbitration clause will not apply to that Claim or Dispute or portion of the Claim or Dispute and such severed Claim or Dispute or portion of the Claim or Dispute will be resolved in a judicial proceeding in a court permitted under sections 13.10 and 13.11 of this Agreement; provided, however, the remaining arbitration portions or provisions as to the unaffected Claim(s) or Dispute(s) will remain valid and enforceable.

14.13 Disputed Claims Subject to Court Action. The disputes arising out of or relating to the following will be resolved in a judicial proceeding in a court permitted under Section 13.11 and will not be resolved through either mediation or arbitration unless both parties so consent: (a) Lanham Act, as may be amended; (b) ownership over the validity, enforceability or protection of intellectual property, Confidential Information or Trade Secrets; (c) payment of sums certain owed pursuant to contract (with interest on unpaid amounts from the due date); (d) enforcement of indemnification obligations; (e) Territorial Policy violations; (f) enforcing the parties' obligations to arbitrate or enforce an arbitral award; or (g) temporary restraining orders and temporary or preliminary injunctive relief. The parties agree and understand that they are waiving their right to a jury trial with respect to arbitration.

14.14 Waiver of Punitive Damages. EXCEPT FOR OPERATOR'S OBLIGATION TO INDEMNIFY FRANCHISOR FOR THIRD PARTY CLAIMS UNDER SECTION 9.2 (INDEMNIFICATION), CLAIMS FOR OPERATOR'S INFRINGEMENT OF FRANCHISOR'S INTELLECTUAL PROPERTY, AND CLAIMS FOR OPERATOR'S BREACH OF ITS OBLIGATIONS UNDER SECTION 6.5 (PROTECTION OF CONFIDENTIAL INFORMATION AND TRADE SECRETS) OF THIS AGREEMENT, NEITHER PARTY WILL BE ENTITLED TO RECOVER SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES UNDER THIS AGREEMENT.

14.15 No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

*[Signature page follows]*



**OPERATOR:**

By: \_\_\_\_\_  
[Name]

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

By: \_\_\_\_\_  
[Name]

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

Accepted in Gallatin, Tennessee.

**FRANCHISOR:**

SERVPRO FRANCHISOR, LLC

By: \_\_\_\_\_  
Authorized Signing Officer

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

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***FOR SERVPRO USE ONLY***

License # \_\_\_\_\_ Franchise # \_\_\_\_\_

Transferred from: \_\_\_\_\_

Replaces Agreement dated \_\_\_\_\_ Replaced by Agreement dated \_\_\_\_\_

**DESCRIPTION OF OPERATING TERRITORY AND  
DESIGNATION OF AUTHORIZED TRADE NAME**

Section 2.2:

OPERATOR's authorized business trade name is **SERVPRO®** of \_\_\_\_\_.

Section 2.3:

OPERATOR's authorized non-exclusive Operating Territory is described as follows:

*New sales and resales:*

The attached map as signed and dated by Operator with boundaries, boundary lines, and the bounded area as they exist as of the Effective Date of the Franchise License Agreement. A copy of this map of the Operating Territory is or will be available in electronic format.

*Renewal of Franchisees with written descriptions of the Operating Territory adds:*

All boundary or boundary line references to any type of political boundary line (e.g. county, township, etc.), waterway (e.g. river, creek, canal, etc.) or road (e.g. street, road, avenue, boulevard, highway, etc.), mean and refer to the center point of all such political boundary lines, waterways and roads unless otherwise stated herein.

When one boundary line such as a road or county line is referenced as continuing until another boundary line is reached; all such references mean that the first such boundary line is followed up to the point where the center point of the first boundary line intersects the center point of the next referenced boundary line. To the extent there is any conflict between the textual content of this Section 2.3 and any map accompanying this Agreement or signed by the OPERATOR in conjunction with OPERATOR's signature of this Agreement, the textual content of this Section 2.3 will control and govern.

Section 2.5:

Designation of OPERATOR:

- sole proprietorship
- limited liability company
- partnership
- limited partnership
- corporation
- other: \_\_\_\_\_

**ADDENDUM TO FRANCHISE LICENSE AGREEMENT VOLUME  
RENEWAL REQUIREMENTS FOR ADDITIONAL ACQUISITIONS**

This Addendum governs Additional Acquisitions by Operator and any Owner of Operator.

At the end of the first five-year term of an Additional Acquisition and each renewal term thereafter, the individual minimum Qualifying Volume requirements as set forth in the then-current addendum to the Franchise License Agreement governing volume renewal requirements for Additional Acquisitions (“Addendum”) must be met in order to qualify for five-year renewal terms.

**Definitions**

For the purpose of this Addendum, “Additional Acquisitions” is defined as:

1. The purchase of additional new franchises by an existing Servpro franchisee or any Owner;
2. The purchase of resale franchise(s) by an existing Servpro franchisee or any Owner;
3. The acquisition of two or more resale franchises by a new buyer or any Owner (not an existing or previous Servpro franchisee); and
4. The acquisition of additional interests in existing franchise(s).

“Qualifying Volume” is defined as Gross Volume for which Royalties have been reported and paid within the most recent 12 months, excluding Sub-contract Services, construction and large loss jobs exceeding \$50,000 that fall outside Operator’s Operating Territory or the Operating Territory of a Servpro franchise owned in whole or in part by an Owner.

All capitalized terms not otherwise defined herein shall have the meaning as defined in the underlying Franchise License Agreement of even date.

**Individual Qualifying Volume Renewal Criteria**

In order to qualify for renewal of the underlying Franchise License Agreement of even date, the Qualifying Volume requirement is \$1,000,000 in Qualifying Volume for each SERVPRO franchise for which Operator and any Owner has had any ownership interest for over five (5) years. In the event this Qualifying Volume requirement is not met for all such Servpro franchises at the renewal period, the Franchise License Agreement is subject to non-renewal.

In the event Operator does not meet the minimum Qualifying Volume renewal criteria, Operator will be given a reasonable period of time to attempt to resell this franchise to a qualified buyer in a transaction approved by FRANCHISOR; in no event longer than a six month period. No volume produced during the grace period for resale will be taken into account for the purposes of qualifying to retain any of the franchises required to be sold.

**OPERATOR:**

By: \_\_\_\_\_  
[Name]

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

By: \_\_\_\_\_  
[Name]

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

Accepted in Gallatin, Tennessee

**FRANCHISOR:**

SERVPRO FRANCHISOR, LLC

By: \_\_\_\_\_  
Authorized Signing Officer

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

**ACQUISITION AGREEMENT**

This ACQUISITION AGREEMENT is entered into by and between SERVPRO FRANCHISOR, LLC, a Delaware limited liability company having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 (“FRANCHISOR”), and \_\_\_\_\_ (“OPERATOR”) for the business to be known as SERVPRO OF \_\_\_\_\_ (“Franchise”).

WHEREAS, FRANCHISOR intends to enter into a Franchise License Agreement (the “Franchise Agreement”) pursuant to which FRANCHISOR will grant OPERATOR (or a legal entity owned and/or controlled by OPERATOR) a non-exclusive license to use the Marks and the System in connection with the operation of the Franchise in and from the Operating Territory, all as defined therein, and whereas acquisition of the Franchise includes the license granted by FRANCHISOR under the Franchise License Agreement and purchase of an Equipment and Products Package, and whereas OPERATOR must own or acquire sufficient equipment and cleaning products to perform the services of the Franchise according to FRANCHISOR’s specifications, and many of these items are included in the standard Equipment and Products Package (additional items are recommended but not required).

NOW, THEREFORE, the parties agree that OPERATOR shall pay the following sums in order to acquire the listed items and that all sums, whether paid to FRANCHISOR or its affiliates, are fully earned and non-refundable:

- 1. FRANCHISE LICENSE.....\$90,000.00
  - 2. STANDARD EQUIPMENT AND PRODUCT PACKAGE.....\$104,000.00
- Less any amount already paid.....\$ \_\_\_\_\_
- Plus Sales Tax @ \_\_\_\_\_% on Equipment and Products Package  
Price .....\$ \_\_\_\_\_
- PURCHASE PRICE (after adjustments, if any).....\$ \_\_\_\_\_

AMOUNT TO BE PAID AND METHOD (check one)\*:

- FINANCING TERMS: Down Payment of \$\_\_\_\_\_ toward Purchase Price of \$194,000.00 leaves a balance of \$\_\_\_\_\_ payable in 95 monthly payments of \$\_\_\_\_\_ each, and 1 final payment in which the entire balance of principal and interest unpaid shall be due and payable pursuant to promissory note of even date herewith.
- CASH DISCOUNT TERMS: 2.5% Cash Discount of \$4,850.00 on Purchase Price of \$ (less Sales Tax of \$\_\_\_\_\_) for Cash Price of \$189,150.00.
- FINANCING DISCOUNT TERMS: Down Payment of \$\_\_\_\_\_ toward Purchase Price of \$194,000.00 leaves a balance of \$\_\_\_\_\_ pursuant to a promissory note of even date herewith. If the promissory note is paid in full in 90 days, the cash discount in the amount of \$4,850.00 will be subtracted from the balance.

**OPERATOR:**

By: \_\_\_\_\_  
[Name]

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

By: \_\_\_\_\_  
[Name]

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

Accepted in Gallatin, Tennessee

**FRANCHISOR:**

SERVPRO FRANCHISOR, LLC

By: \_\_\_\_\_  
Authorized Signing Officer

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

**CALIFORNIA ACQUISITION AGREEMENT/STATEMENT OF LOAN**

This ACQUISITION AGREEMENT is entered into by and between SERVPRO FRANCHISOR, LLC, a Delaware limited liability company having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066, California Finance Lender number \_\_\_\_\_ (“FRANCHISOR”), and \_\_\_\_\_ (“OPERATOR”), for the business to be known as SERVPRO OF \_\_\_\_\_.

WHEREAS, FRANCHISOR intends to enter into a Franchise License Agreement (the “Franchise Agreement”) pursuant to which FRANCHISOR will grant OPERATOR (or a legal entity owned and/or controlled by OPERATOR) a non-exclusive license to use the Marks and the System in connection with the operation the Franchise in and from the Operating Territory, all as defined therein, and whereas acquisition of the Franchise includes the license granted by FRANCHISOR under the Franchise Agreement and purchase of an Equipment and Products Package and whereas OPERATOR must own or acquire sufficient equipment and cleaning products to perform the services of the Franchise according to FRANCHISOR’s specifications, and many of these items are included in the standard Equipment and Products Package (additional items are recommended but not required).

NOW, THEREFORE, the parties agree that OPERATOR shall pay the following sums in order to acquire the listed items and that all sums, whether paid to FRANCHISOR or its affiliates, are fully earned and non-refundable:

- 1. FRANCHISE LICENSE.....\$90,000.00
  - 2. STANDARD EQUIPMENT AND PRODUCT PACKAGE.....\$104,000.00
- Less any amount already paid.....\$ \_\_, \_\_. \_\_
- Plus Sales Tax @ \_\_\_\_\_% on adjusted Equipment and Products Package price for residents of California....\$ \_\_, \_\_. \_\_

PURCHASE PRICE (after adjustments, if any) .....\$ \_\_, \_\_. \_\_

AMOUNT TO BE PAID AND METHOD (check one\*):

FINANCING TERMS: Down Payment of \$\_\_\_\_\_ toward Purchase Price of \$194,000.00 leaves a balance of \$\_\_\_\_\_ payable in 95 monthly payments of \$\_\_\_\_\_ each, and 1 final payment in which the entire balance of principal and interest unpaid shall be due and payable pursuant to promissory note of even date herewith. OPERATOR shall have the right to make payment in advance and in any amount at any time. Payments must be received at the address above on the 10<sup>th</sup> day of every month. Your franchised business will be pledged as security for the loan. Your annual percentage is 13.5% per annum. No person has performed any act as a broker in connection with the making of this loan.

- CASH DISCOUNT TERMS: 2.5% Cash Discount of \$4,850.00 on Purchase Price of \$194,000.00 (less California Sales Tax and Hazardous Disposal Fee) for total Cash Price of \$\_\_\_\_\_.
- FINANCING DISCOUNT TERMS: Down Payment of \$\_\_\_\_\_ toward Purchase Price of \$194,000.00 leaves a balance of \$\_\_\_\_\_ pursuant to a promissory note of even date herewith. If the promissory note is paid in full in 90 days, the cash discount in the amount of \$4,850.00 will be subtracted from the balance.

I did not use the services of a finance broker.

**OPERATOR:**

Accepted in Gallatin, Tennessee.

**FRANCHISOR:**

By: \_\_\_\_\_  
[Name]

SERVPRO FRANCHISOR, LLC

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

By: \_\_\_\_\_  
Authorized Signing Officer

By: \_\_\_\_\_  
[Name]

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

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

**FOR INFORMATION CONTACT THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT.**

**The loan is made pursuant to the California Financing Law, Division 9 (commencing with Section 22000) of the Financial Code.**

California Lenders License Number 603A275



**CALIFORNIA STATEMENT OF LOAN**

This STATEMENT OF LOAN is entered into by and between SERVPRO FRANCHISOR, LLC, a Delaware limited liability company having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 (“FRANCHISOR”) and \_\_\_\_\_ (“OPERATOR”).

WHEREAS, FRANCHISOR has entered into a Franchise License Agreement (the “Franchise Agreement”) pursuant to which it granted OPERATOR a non-exclusive license to use the Marks and the System in connection with the operation of the Franchise in and from the Operating Territory, all as defined therein.

NOW, THEREFORE, the parties agree that OPERATOR shall pay the following sums in order to acquire the listed items and that all sums paid are fully earned and non-refundable:

- 1. EQUIPMENT, VANS, AND PRODUCTS .....\$ \_\_, \_\_. \_\_
- Plus Sales Tax @ \_\_\_\_\_% for residents of California.....\$ \_\_, \_\_. \_\_
- PURCHASE PRICE .....\$ \_\_, \_\_. \_\_

AMOUNT TO BE PAID AND METHOD:

- FINANCING TERMS: Down Payment of \$\_\_\_\_\_ toward Purchase Price of \$\_\_\_\_\_ leaves a balance of \$\_\_\_\_\_ payable in \_\_\_ monthly payments of \$\_\_\_\_\_ each with the first payment to be received by \_\_\_\_\_, and 1 final payment in which the entire balance of principal and interest unpaid shall be due and payable pursuant to promissory note of even date herewith

Operator shall have the right to make payment in advance and in any amount at any time. Payments must be received at the address above on the \_\_\_\_ day of every month. Your franchised business and all related assets (including the equipment, vans, and products referenced herein) will be pledged as security for the loan. Your annual percentage is \_\_\_\_\_ per annum. No person has performed any act as a broker in connection with the making of this loan.

This indebtedness may represent financing provided to the Operator by Franchisor for the purpose of Operator’s purchase of vehicles or equipment from Servpro Distribution, LLC.

*[Signature Page Follows]*

**OPERATOR:**

Accepted in Gallatin, Tennessee.

**FRANCHISOR**

By: \_\_\_\_\_  
[Name]

SERVPRO FRANCHISOR, LLC

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

By: \_\_\_\_\_  
Authorized Signing Officer

By: \_\_\_\_\_  
[Name]

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

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

**FOR INFORMATION CONTACT THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT.**

**The loan is made pursuant to the California Financing Law, Division 9 (commencing with Section 22000) of the Financial Code.**

**California Lenders License Number 603A275.**

**EXHIBIT B**

***ServproNET*<sup>®</sup> POLICIES AND PROCEDURES AGREEMENT**



*ServproNET*<sup>®</sup>  
**Policies and Procedures Agreement**

This AGREEMENT is entered into by and between **SERVPRO FRANCHISOR, LLC**, a Delaware limited liability company having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 (“We”, “Us” or “Our”) and \_\_\_\_\_ (“You”).

1. *ServproNET*<sup>®</sup> Policies and Procedures; Code of Conduct. *ServproNET*<sup>®</sup> is an internet based data communications service that allows all SERVPRO franchisees, Our corporate personnel, and other authorized users to send and receive electronic business correspondence (E-Mail), claim management information, and service bulletins and is designed for the exclusive use of authorized *ServproNET*<sup>®</sup> participants. *ServproNET*<sup>®</sup> is also designed to assist insurance company clients and commercial clients in collecting and transmitting loss notice information from insurance companies and commercial clients to the Servpro National Call Center. You must be a registered user of the *ServproNET*<sup>®</sup> system. You hereby state and affirm that You have read this agreement and specifically understand and agree to the requirements, prohibitions and obligations stated herein. The *ServproNET*<sup>®</sup> data services are intended as a business tool, and as such will be administered accordingly with system performance, data security, privacy and integrity as priorities. Your use of the *ServproNET*<sup>®</sup> system is governed as set forth herein and in Our Code of Conduct attached as Exhibit A. We may modify, delete or append Our Code of Conduct, in whole or part, without prior notice, as We deem necessary to accomplish the goals of the *ServproNET*<sup>®</sup>. You will be notified of any changes which We make. You hereby covenant that You will comply in all respects with the Code of Conduct related to content You ask Us to post in Your Website; content on any Site of Yours to which You request Us to link; content of any of Your Sites linked directly or which You know is linked indirectly to that Site; content modifications that You submit to Us; HTML code, and all modifications thereof, that You supply to Us for posting; and Your communications and transmissions in Your capacity as Our OPERATOR, by E-Mail, through news-groups, through Your Website or otherwise, to Us or any of Our owners, officers, employees, agents or franchisees and to any third party. In order to protect access to and the functions of the *ServproNET*<sup>®</sup> system, We may revoke all of Your rights and privileges of system access at any time for any reason. You must abide by all of Our procedures regarding system performance issues and cooperate in performing routine system maintenance tasks.

2. Computer Hardware and Software. You agree to utilize only computer components, electronic devices, software, anti-virus and cyber security measures that meet or exceed the minimum requirements which We prescribe. You understand that We do not provide technical support for computer hardware, Internet network systems and/or operating systems. You agree to maintain approved anti-virus and cyber security measures and programs on all Your electronic devices, software computer components and computer workstations by applying updates as available as provided by each vendor. You must take all reasonable and necessary steps to ensure all transmissions are secure and free of viruses. We will maintain virus protection software on the host system at all times. You must not use or distribute unlicensed software or data. Business application programming/development activities must be approved and/or supervised by Us when used in conjunction with *ServproNET*<sup>®</sup> or any software product or service authorized by US. You affirm that You have acquired the necessary computer hardware and software to meet or exceed Our stated minimum requirements.

3. QuickStart Guide, Passwords and Confidentiality. You will receive information including a Quick Start Guide containing a set of installation instructions, passwords and information necessary for utilizing *ServproNET*<sup>®</sup>. We may change Your passwords periodically after giving You prior notice. We

may change Your passwords without notice at any time. You agree to follow Our instructions regarding password protocols as we designate from time to time. You may not assign a password to any person or entity who is not under Your direct supervision and who does not have a need to know such password. You agree to inform all persons under Your supervision who may have access to such password of this obligation of confidentiality and You agree to indemnify and hold Us harmless for any breach of confidentiality by such persons. You are responsible for the employees to whom You distribute passwords. You may not grant access to the *ServproNET*<sup>®</sup> system to any unauthorized party, including granting single sign on access to any third-party vendor. You agree to use and implement the access and security protocols We establish from time to time including, without limitation, single sign on, which permits You to assign individual passwords to Your employees. You agree to manage the passwords and access to *ServproNET*<sup>®</sup> by Your employees, grant access only to areas appropriate to their positions as recommended by Us from time to time and to deactivate assigned passwords and access upon ending of the employment relationship.

4. E-Mail. You are required to maintain at least one e-mail address. You must follow our naming guidelines for any address which will be published. You are encouraged to maintain an e-mail address specifically for use by the Franchise owner(s) (“Owner e-mail”) and one specifically for use by an office administrator (“Office e-mail”). You will have access to a system-wide e-mail address book which we maintain for all Franchises. We do not provide e-mail service or addresses.

5. Third Party Websites or Blogs. The only website permitted for OPERATOR use is one that is provided by the FRANCHISOR. No third party websites may be created, including single or multi-page websites, and outside blogs. No third party blogs are allowed that represent *SERVPRO*<sup>®</sup> or restoration services or link back to the Franchise Website. The only website to be represented by the OPERATOR is that which is provided by the FRANCHISOR and for which any content is first approved by FRANCHISOR.

6. Content and Posting of Your Website. We will prepare and post a designated area on Our site on the World Wide Web (“Your Website”) for the purpose of promoting Your Franchise as one of Our franchised OPERATORS. We must register and manage Your primary domain name, which conforms to the standard of *Servpro*[anytown].com where anytown is equal to Your Franchise name. We automatically register this domain for You. Upon Our request, You must surrender this domain name to Us by every reasonable effort available. Your Website will be accessible without charge to anyone with access to the World Wide Web. The initial fee for creation and posting of a Basic Website is included in Your Franchise Fee. There is no annual fee for a Basic Website. You may purchase an upgraded Website at Our current fees. We will design the layout of Your Website, including the determination of the number of pages, consideration of alternate pages for graphics or text, and the overall navigation of your Website; create the HTML code for display on the Internet including the encoding of images, the creation of hyperlinks of both text and images, and the creation of E-Mail hyperlinks; and test the HTML code. For subscribers to Our Professional or Multi-License Website Programs, You have the ability to upload custom imagery and manage Your own content consistent with Our then-current Advertising Resource Guide by using Our Content Management System. If You have any changes, You must initiate a new change request using Our Content Management System. We do not make any representation regarding the time it will take to post or to modify Your Website. Once Your Website has been posted, We may ask You to verify the content of Your Website from within Our Content Management System at any time, for accuracy or otherwise, and You agree to promptly respond with objections to any such request either in writing or by e-mail. We may modify the format of Your Website periodically without prior notice to You. It is Our intention to make any changes that are required by law promptly, and to make all other requested changes at the times that We update Your Website, which need not be more than once a year during the term of this Agreement. If a third party owns any copyright, trademark or other intellectual property right which relates or pertains to any part of the content delivered by You to Us, You must

obtain all necessary rights or licenses, at Your sole cost and expense, so that Our rights in and to such content will be no less than if such intellectual property right belonged to You and were licensed to Us pursuant to Section 8 hereof. All modifications, design work and HTML coding We do will be a derivative work, owned by Us. As such, We will have the right to post a copyright notice in Our name on all pages in Your Website. You may make one print copy of Your Website for Your internal use. Any other copying, redistribution, retransmission or publication of any downloaded material is strictly prohibited without Our express prior written consent.

7. Links and Advertising. We will have no duties, obligations or other commitments of any kind with respect to any links from outside sources to Your Website. You agree to notify Us of any Website known to You that features or lists You in Your capacity as an OPERATOR and to notify Us of any new Sites as they list You periodically. We own all right, title and interest in and to all advertising space in Your Website. We may advertise and promote Your Website as part of Our promotion of Our Website as We otherwise deem desirable. Within Your Website, We may include any advertising or promotion of and links to Sites of any third parties that We deem desirable, as well as any other materials We deem appropriate.

8. Private Sites; Newsgroups. In addition to Our public Site on the World Wide Web, We may establish a Web area and newsgroups (or bulletin boards) for Our OPERATORS that can be accessed only by means of user names and passwords. We intend to provide support to Our OPERATORS through this private Web area, and the private newsgroups will allow for a more dynamic means of electronic communication among OPERATORS and between OPERATORS and Us. Our intention is that this private Web area and these newsgroups would be accessible only to Us and Our OPERATORS, not to the general public. We will monitor the newsgroups and e-mail sent, uploaded or accessed using the user name and password referred to in Section 3. We may remove the content for any reason. We may terminate or suspend Your access to Our private Web area and the private newsgroups for any reason or for no reason, in whole or in part, at any time or periodically, without terminating this Agreement.

9. Your Grant to Us. You hereby grant Us a worldwide, perpetual license, without charge or payment of a royalty, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform all materials and information You submit to Us for posting in Your Website and all materials and information You submit to Us or any of Our affiliates' private Web areas or newsgroups described in this Agreement, by all means and in any media now known or hereafter developed, including, without limitation, the right to use such materials and information that We deem appropriate on similar Websites of Our other OPERATORS and OPERATORS of Our affiliates; and use Your name and any likeness of You that You submit to Us for posting in Your Website or that You submit to Us or any of Our affiliates' private Web areas or newsgroups in connection with all advertising, marketing and promotional materials related to Our Web Site, Your Website or the Web Sites of Our parent company or any companies affiliated with Us, anywhere in the world; and sublicense and to authorize third parties to do any, all or some of the things that We are permitted to do pursuant to this Agreement.

10. No Expectation of Privacy. You specifically understand that You have no expectation of privacy with respect to any E-Mail or other data or transmission created, transmitted, retrieved or stored through the *ServproNET*<sup>®</sup> system or otherwise communicated to or from Us. We may access, review and monitor all such transmissions, E-Mail and data, Public or Private Folders, at any time for any reason or no reason, without prior notice to You. All information, data, images and messages contained in and/or created through the *ServproNET*<sup>®</sup> system is Our property and must be surrendered or destroyed upon request. Any unauthorized use, duplication, viewing or transmission of these materials, without Our express written consent, is strictly prohibited. Access to and use of the *ServproNET*<sup>®</sup> system constitutes agreement to this notice.

11. Security and Cyberspace Jurisdiction. You agree to follow and implement any Internet, electronic and/or cyber security measures necessary to protect OPERATOR's system and data and that of *ServproNET*<sup>®</sup> and Our data and systems, including those We designate from time to time. While We will endeavor to maintain the security of Your Website and will endeavor to act promptly in the event of a security breach, We shall not be liable to You in the event of any such breach, whether it results in a modification of Your Website or the shutdown of all or part of the Website or Your Website. You further understand that any e-mail You may send over the Internet may not be secure and that it may be seen by persons other than those to whom it is addressed, and that unauthorized persons may gain access to private areas of the Internet. We shall not be liable for the failure of any e-mail to reach its intended destination or for the lack of security of Internet e-mail. You understand that laws regarding Internet advertising and jurisdiction are uncertain and evolving and that the posting of Your Website pursuant to this Agreement may expose You to unexpected material, adverse consequences, including, without limitation, liability to legal claims and to jurisdiction in remote locations worldwide. We shall not be liable for any such adverse consequence.

12. Limitation on Liability. THE PRODUCTS AND SERVICES PROVIDED BY US PURSUANT TO THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, RELATING TO THE PRODUCTS OR SERVICES PROVIDED BY US PURSUANT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF TITLE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE SPECIFICALLY DISCLAIM ANY WARRANTY REGARDING THE EFFICACY OF ANY PROMOTION OF YOUR FRANCHISE BY MEANS OF OUR WEBSITE OR YOUR WEBSITE AND ANY REPRESENTATION OR WARRANTY AGAINST INFRINGEMENT, EXPRESSED OR IMPLIED. IN NO EVENT WILL WE, OUR OWNERS, DIRECTORS OR OFFICERS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF INFORMATION, LOST PROFITS, SERVER OUTAGES OR BUSINESS INTERRUPTION) ARISING FROM OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE OUR WEBSITE OR YOUR WEBSITE, ANY DELAY OR FAILURE TO POST YOUR WEBSITE OR TO MAKE ANY UPDATE OR MODIFICATION YOU REQUEST, OR ANY OTHER EVENT RELATED TO THIS AGREEMENT, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVE HAVE BEEN INFORMED, ARE AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

13. Dispute Resolution. All disputes arising out of or relating to this Agreement or the products or services delivered or rendered under this Agreement, or a breach of this Agreement, that cannot be settled amicably, will be resolved in the manner set forth in Your Franchise License Agreement.

14. Term and Termination. This Agreement is effective when signed and Your Franchise License Agreement is accepted by Us or Your Training and Distribution Agreement is accepted by Us, if you are a Distributor without an operating franchise. Either party may terminate this Agreement at any time with or without cause upon written notice to the other party. This Agreement will automatically terminate upon termination of Your Franchise License Agreement or Your Training and Distribution Agreement if you are a Distributor without an operating franchise. We will cancel Your passwords and remove Your Website as soon as practicable after termination of this Agreement for any reason.

**OPERATOR:**

Accepted in Gallatin, Tennessee.

**FRANCHISOR:**

SERVPRO FRANCHISOR, LLC

By: \_\_\_\_\_  
[Name]

By: \_\_\_\_\_  
Authorized Signing Officer

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

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

By: \_\_\_\_\_  
[Name]



EXHIBIT A  
CODE OF CONDUCT

1. **Business Purposes.** The sole purpose for which You may access the *ServproNET*<sup>®</sup> system, Our private Web area and any private newsgroups is to carry out the legitimate business of your Franchise within the scope of Your Agreement. You must refrain from using the *ServproNET*<sup>®</sup> system to transmit any non-business-related messages or data. The use of interactive games over Our network is strictly prohibited.
2. **E-Mail Guidelines.** The following guidelines apply to your electronic mail communication in your capacity as an OPERATOR:
  - A. Keep e-mail brief and informal. Attach any lengthy text as a separate document. Most e-mail is read on screen and should be limited to one screen in length.
  - B. Do not overload recipients with unwanted e-mail. You should not transmit any messages or data to more than 40 recipients in a concurrent transmission without the prior consent of the Administrator.
  - C. Whenever you send e-mail to persons other than Us, indicate in your e-mail (in the signature portion or elsewhere) that your Franchise is an independently owned and operated business and that your views do not necessarily reflect Our policies.
  - D. Remember that you are a representative of the Franchise System. Conduct yourself appropriately and in a way that increases the goodwill of the System, both for your benefit and for the benefit of all OPERATORS.
3. **No Infringing Materials.** You are prohibited from creating, reproducing, distributing, transmitting, creating derivative works of, or publicly displaying or performing, any communication, data, file, image, graphics, video clip, audio clip or software in, through or anywhere on the Internet in your capacity as an OPERATOR, that might infringe or violate the property rights of others, including any of the following types of property belonging to a person or entity other than Us when such person or entity has not given his, her or its prior written consent or license:
  - A. any text, images, graphics, video clip, audio clip or software protected by copyright or patent law;
  - B. trade secrets or other confidential proprietary information; and
  - C. trademarks or service marks.
4. **General Prohibitions.** If You receive messages or data of the nature described below, you are encouraged to mail a copy of the message/data to Us for proper investigation and disposition. You shall not create, transmit, view, retrieve, maintain or store any electronic communication (e-mail), data, file, image, graphics, video clip, audio clip, or software in or through the *ServproNET*<sup>®</sup> system or the Website or anywhere on the Internet in your capacity as an OPERATOR, whether it is intended in a serious manner or as a joke or satire or is otherwise not intended to be taken seriously, that is:

- A. illegal or solicits the performance of any illegal activity, including, without limitation, gambling and to anticompetitive activities, such as price fixing, boycotting of suppliers or allocating markets, or any violation of the securities laws, or a chain letter or message relating to pyramid schemes;
- B. discriminatory, such as referring in a negative manner to an individual's race, age, disability, religion, national origin, physical attributes or sexual preference;
- C. abusive, profane, harassing, sexually harassing, intimidating, threatening, offensive, derogatory, rude, imprecating, hateful or inflammatory;
- D. indecent, obscene, pornographic or otherwise containing sexual content or innuendo;
- E. inaccurate, derogatory, libelous or defamatory relating to Our employees, proprietors, business associates, clients, business practices, procedures or policies or any other content contrary to Our interests;
- F. Our confidential, sensitive or proprietary information, including, without limitation, Manuals, business plans, customer lists, unpublished financial information and the like;
- G. private or personal matters concerning any person without permission of the person;
- H. a virus, worm, "Trojan horse" or any other harmful, contaminating, destructive or disruptive element;
- I. a political message, charity request or petition for signatures;
- J. a testimonial or name or picture of any person for the purpose of advertising or promotion without that person's written permission; or
- K. a password, a credit card number, a social security number, a PIN or the scanned copy of anyone's signature.

**EXHIBIT C**

**SOFTWARE LICENSE**

## Software License Agreement

**THIS SOFTWARE LICENSE AGREEMENT** ("Agreement") is dated as of the date signed by Licensee and is between **Servpro Franchisor, LLC** (the "**Licensor**"), having its principal place of business at 801 Industrial Boulevard, Gallatin, TN 37066, USA and the Servpro franchisee signing this Agreement ("**Licensee**").

### WHEREAS:

- A. Licensor is the developer and owner of certain proprietary computer software and documentation, including copyrights and other Intellectual Property Rights pertaining thereto.
- B. Licensee wishes to obtain from Licensor the rights and licenses granted herein relating to the Software for use in conjunction with Licensee's own internal business use.

### 1. **DEFINITIONS**

Defined Terms. When used in this Agreement, the capitalized terms listed below will have the following meanings:

- (a) "**Computer**" means any single personal computer, such as a desktop computer, notebook, laptop, workstation, or PC tablet, iPad and similar approved electronic devices used in Licensee's business, operated or maintained by Licensee with access and authorization to Use the Software.
- (b) "**Confidential Information**" has the meaning given to that term herein and in Section 6.5 of the Servpro Franchise License Agreement.
- (c) "**Documentation**" refers to documentation, electronic or tangible, accompanying the Software and as may be provided by Licensor from time to time.
- (d) "**Intellectual Property Rights**" means patents, patent rights and registrations and applications, renewals and extensions therefor, copyright (including, but not limited to, ownership rights in all computer code, concepts, and methods of operation, moral rights and any related documentation), copyright registrations and applications, renewals and extensions therefor, trademark registrations and applications, renewals and extensions therefor, utility model or industrial design registrations and applications, renewals and extensions therefor, trade secrets and other intellectual property rights;
- (e) "**Internal Purposes**" means only as a part of Licensee's own internal, normal course of business operations including data processing operations.
- (f) "**License Fee**" has the meaning given to that term in Exhibit A.
- (g) "**Licensee Product**" has the meaning given to that term in Exhibit A.
- (h) "**Object Code**" means computer programming code assembled or compiled in magnetic or electronic binary form, which is readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.
- (i) "**Software**" means the Object Code for Licensor's computer software known as WorkCenter™ Office, WorkCenter™ Marketing and DryBook Mobile and their successor or replacement programs.
- (j) "**Term**" has the meaning given to that term in Section 10.1.
- (k) "**Use**", "**Used**" or "**Using**" means to access, install, download or otherwise benefit from using the functionality of the Software.
- (l) "**User**" means any employee of Licensee authorized by Licensee to use any Computer.

### 2. **LICENSE GRANT AND RESTRICTIONS**

2.1 License Grant. Subject to the terms of this Agreement, and in consideration of the License Fee charged by Licensor, Licensor hereby grants to Licensee a non-exclusive, non-transferable license in and to the Software:

- (a) make, Use, reproduce and distribute the Software internally only for internal business purposes; and
- (b) make, Use, reproduce and distribute the Software internally for employees.

## 2.2 Restrictions on Use and Distribution.

Licensee agrees to only Use all or any part of the Software as expressly contemplated by this Agreement for internal business purposes.

Licensee agrees that it will not under any circumstances:

- (i) reverse-compile or decompile, reverse-engineer, reverse-assemble or disassemble, unlock or otherwise attempt to discover the source code or underlying algorithms of the Software or attempt to do any of the foregoing in relation to the Object Code of the Software;
- (ii) modify, adapt, translate or create any derivative works of the Software; provided, however, ownership of any such unauthorized works will vest in Licensor upon creation of the same;
- (iii) make available in any manner the Software, whether in the Object Code form or otherwise, to any third party;
- (iv) Use or enable the Use of the Software directly or indirectly by, or in association with any other product or service;
- (v) transfer the Software, or any copy thereof, except as expressly permitted by Licensor. Licensee may be permitted to transfer the Software to an authorized purchaser/transferee of Licensee's business that assumes in writing all of Licensee's obligations with respect to the Software by entering into a Software License Agreement. In such an approved event, Licensee's rights in the Software will, despite any other provision of this Agreement, be automatically terminated without limiting any other rights Licensor may have.

2.3 No Implied License. No right or license will be implied by estoppel or otherwise, other than the rights and licenses expressly granted in this Agreement. Licensor retains all ownership right, title, and interest in and to the Software and the Intellectual Property Rights embodied therein, subject only to the rights and licenses specifically granted in this Agreement to use the Software.

2.4 Compliance Verification and Audit Rights. Licensee agrees that upon request from Licensor, Licensee will within thirty days certify in writing to Licensor that Licensee is in full compliance with the terms and conditions of this Agreement, and in particular, the rights and restrictions applicable to the Software set forth herein. If requested, Licensee will permit Licensor and its representatives and agents to conduct periodic audits of records related to performance by Licensee under this Agreement. Such audits will be during Licensee's normal business hours with reasonable advance notice. Licensee will immediately pay to Licensor all additional amounts owed to Licensor and any damages as determined by the audit.

2.5 No Encumbrances. Licensee acknowledges and agrees that the licensing of the Software is personal to Licensee and that the Software will not be encumbered, assigned or transferred to any other person, firm, corporation or entity.

2.6 Derivative Works. If and to the extent Licensee creates any enhancements of, or Derivative Work based on, the Software, Licensee agrees to disclose all such enhancements or Derivative Work to Licensor promptly but in no event more than 90 calendar days after such enhancements or Derivative Work are created. Licensee agrees that upon creation, all right, title and interest in and to any such enhancements of or Derivative Work based on the Software together with the Intellectual Property Rights embodied therein will vest exclusively in and be owned by Licensor.

As used in (a) this Agreement, the term "**Derivative Work**" means (i) for copyrightable or copyrighted material, a work which is based, in whole or in part, upon one or more pre-existing works, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such pre-existing works may be recast, transformed, or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including any new material which may be protected by copyright, patent and/or trade secret.

## 3. REPRESENTATIONS

3.1 Licensee Representations. Licensee represents to Licensor that Licensee has the proper authority to enter into this Agreement and will comply with the provisions herein.

3.2 Licensor Warranty. Licensor warrants that it has all rights necessary for the grant of the rights and licenses effected by this Agreement.

3.3 Acknowledgment. Licensee hereby acknowledges that the Software is licensed, not sold. All Intellectual Property Rights in and to the Software, the Documentation and any copies thereof which Licensee is authorized to make under this Agreement are the property of and owned by Licensor.

#### **4. PROPRIETARY PROTECTION**

Cooperation in Enforcement. The parties will, to the extent commercially reasonable under the circumstances, cooperate in the enforcement of all rights in the Software against infringers.

#### **5. CONFIDENTIALITY**

Confidential Information. Licensee acknowledges and agrees that the Software, activation code, license key or registration information or any other elements in any manner connected to the Software provided by Licensor to Licensee for use in relation to the Software constitutes confidential information of Licensor (the "**Confidential Information**") and title thereto remains in Licensor. The Confidential Information will remain the exclusive property of Licensor and Licensee will not:

- (a) use the Confidential Information other than as contemplated by this Agreement, or
- (b) disclose or otherwise communicate, directly or indirectly, the Confidential Information to any person, firm, corporation or entity whatsoever.

#### **6. LICENSE FEE AND PAYMENT TERMS**

6.1 License Fee. Licensee promises to pay to Licensor a non-refundable license fee ("**License Fee**") for the Software as set out or calculated in accordance with the provisions of Exhibit A. Time will be of the essence with respect to any payments to be made under this Agreement by Licensee. The failure of Licensee to pay any amounts under this Agreement when due will constitute a material default hereunder and under any other agreement with Licensor and be sufficient cause for Licensor to suspend or terminate this Agreement, without affecting any other rights of Licensor arising due to any such breach. The obligation to pay any outstanding amount to Licensor under this Agreement will survive any termination of this Agreement.

6.2 Taxes. Subject to applicable law, the License Fee will be paid to Licensor in United States currency. All taxes payable in any jurisdiction with respect to the License Fee, other than taxes payable on the income of Licensor, will be the sole responsibility of and will be borne by Licensee. In addition to any License Fee, Licensee will also pay any applicable sales tax, goods and services tax, value added tax or similar tax, if any, on the License Fee. Should Licensee be required by any law or regulation to make any deduction or withholding on account of tax or otherwise on any sum payable under this Agreement, Licensee may deduct or withhold such amount from such payment, remit the amount to the proper authorities, and furnish Licensor as soon as reasonably practicable thereafter with an official receipt evidencing such payment.

#### **7. SUPPORT**

Support. Licensor agrees to provide ongoing technical support and maintenance services, as well as updates and upgrades, for the Software (the "**Support Services**") in the manner and extent deemed advisable by Licensor, in its sole discretion.

Licensor will provide any such Support Services to Licensee at no additional charge.

#### **8. WARRANTIES AND DISCLAIMER OF WARRANTY**

8.1 Ownership. Licensor hereby warrants that, to the best of its knowledge, the Software will not infringe or misappropriate any Intellectual Property Rights of any third party.

8.2 No Warranty. The Software is provided "*as is*" without warranty or condition of any kind, either express or implied, including, without limitation, the implied warranties or conditions of merchantability or fitness for a particular purpose or durability and the warranty against infringement. Licensor does not warrant that use of the Software will be error-free or that use of the Software will meet Licensee's needs. Licensee represents that (a) it has the requisite expertise to evaluate the suitability of the Software and that Licensee has in fact undertaken its own investigation of the suitability of the Software for Licensee's purposes; and (b) it will install and operate the Software for Licensee's purposes in accordance with and subject to the provisions of this Agreement.

8.3 Disclaimer. LICENSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

8.4 Limitation of Liability. INDEPENDENT OF, SEVERABLE FROM AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT, IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY TO LICENSEE (INCLUDING LIABILITY TO PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY LICENSEE), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SOFTWARE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF ANY DUTY) OR OTHERWISE EXCEED THE CONSIDERATION PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT. IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

## **9. INDEMNIFICATION**

Indemnification by Licensee. The indemnification provision of Licensee's then-current Servpro Franchise License Agreement is incorporated herein by this reference.

## **10. TERM AND TERMINATION**

10.1 Term. This Agreement is effective for the longer of five years or until the end of the term of any Servpro Franchise License Agreement that is in effect between Licensor and Licensee; provided, however, that it expires automatically any time that Franchisee is no longer a party to a valid, binding Servpro Franchise License Agreement. When Licensee renews any Servpro Franchise License Agreement, Licensor has the option to (a) continue the five-year term of this Agreement through the term of the renewed Servpro Franchise License Agreement or (b) require Licensee to enter into a new Software License Agreement that may contain materially different terms and conditions. Licensor may terminate this Agreement at any time upon thirty days written notice, and Licensor may terminate this Agreement immediately in the event Licensee materially breaches this or any other agreement it has with Licensor or any affiliate of Licensor.

10.2 Performance. If Licensee fails to comply with any of the terms and conditions of this Agreement, Licensor may terminate this Agreement upon thirty (30) calendar days written notice to Licensee specifying any such breach, unless within such period of such notice, all breaches specified therein will have been remedied (if capable of being remedied), or unless Licensee has undertaken immediate, good faith efforts toward remedying the breach within such period and continues to use prompt, good faith and diligent efforts to promptly remedy the breach.

10.3 Immediate Termination. Despite any other provision of this Agreement, the license and rights hereby granted will terminate and be deemed to terminate one day prior to the occurrence of any of the following: in the event Licensee files for bankruptcy, is adjudicated bankrupt or insolvent, makes an assignment for the benefit of creditors, or seeks protection from creditors under any statute, law or regulation, or if Licensee discontinues its business or dissolves its business, or if a receiver is appointed for Licensee or its business. In the event of any such termination, neither Licensee nor any person or entity claiming any rights under Licensee will be entitled to the benefits of this Agreement or the license hereby granted.

10.4 Effect of Termination. If this Agreement is terminated for any reason whatsoever, the rights and licenses granted by Licensor to Licensee herein will terminate.

## **11. GENERAL**

11.1 Exclusion of Convention. The parties hereto agree that the application of the *United Nations Convention on Contracts for the International Sale of Goods* will not apply to any part of any transaction

which may result from any negotiations, discussions or agreements, including this Agreement, between the parties and the same is hereby strictly excluded.

11.2 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provisions are hereby waived to the extent necessary for this Agreement to be otherwise enforceable. However, if in Licensor's opinion, deletion of any provisions of this Agreement by operation of this Subsection unreasonably compromises the rights or increases the liabilities of Licensor, Licensor reserves the right, despite any other provision of this Agreement, to terminate this Agreement and refund the License Fee paid by Licensee, as Licensee's sole and exclusive remedy.

11.3 Freedom of Action. Nothing in this Agreement will be interpreted as restricting or limiting the right of Licensor to grant others any further non-exclusive right or license in all or any part of the Software in any jurisdiction on such terms and conditions as Licensor, in its sole discretion.

11.4 No Rights in Third Parties. This Agreement is made solely for the benefit of the parties hereto.

11.5 Headings. The headings to, and the division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs are for ease of reference only and will not in any way affect or be used in interpreting any of the provisions of this Agreement.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the subject matter hereof (licensing of the Software), and supersedes and replaces all prior or contemporaneous representations, statements, understandings or agreements, written or oral, regarding such subject matter. Unless otherwise provided herein, this Agreement may not be modified, amended, rescinded, or waived, in whole or part except by a written instrument signed by the duly authorized representatives of both parties and expressly referring to this Agreement.

11.7 Assignment. Neither this Agreement nor any of the rights and duties of Licensee will be assigned, transferred or conveyed by Licensee, by operation of law or otherwise, nor will this Agreement or any rights of Licensee inure to the benefit of any trustee in bankruptcy, receiver, creditor, trustee, whether by operation of law or otherwise, and any attempt to do so will be void and entitle Licensor to terminate this Agreement as provided herein.

11.8 No Waiver. Failure or delay of or by either party to exercise any right or remedy under this Agreement or to require strict performance by the other party of any provision of this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. All of the rights of each party under this Agreement shall be cumulative and may be exercised separately or concurrently.

11.9 Currency. Any payments to be made by Licensee to Licensor under this Agreement will only be in lawful currency of the United States of America unless specified otherwise in writing by Licensor.

11.10 Relationship. The parties confirm and acknowledge that their relationship under this Agreement is that of independent contractors. No partnership or joint venture is intended to be created by this Agreement and no principal-agent or employer-employee relationship. Neither party will have any authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party under this Agreement.

11.11 Inurement. This Agreement and all of the covenants, conditions, rights, licenses and restrictions set forth in this Agreement will be binding upon and inure to the benefit of the parties and their permitted assigns and successors.

11.12 Survival and Incorporation by Reference. Despite any termination of this Agreement, the provisions that by their nature and subject matter should survive, will survive termination of this Agreement.



This Agreement and Franchisee's performance under this Agreement are subject to the terms and conditions of Licensee's Servpro Franchise License Agreement including, without limitation, Articles 3 (Initial and On-Going Fees), 4 (Accounting; Record Keeping), 7 (Covenants of Operator), 8 (Covenants of Franchisor), 9 (Independent Contractor; Indemnification), 10 (Default and Termination) and 11 (Operator's Obligations Upon Termination, Expiration or Non-Renewal; Franchisor's Option to Purchase), which Servpro Franchise License Agreement is incorporated herein by this reference, except as may be modified herein.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed by its duly authorized representatives effective as of the date set forth below.

LICENSEE:

\_\_\_\_\_  
**Business Entity**

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

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

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

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

Accepted in Gallatin, Tennessee.

**SERVPRO FRANCHISOR, LLC**

By: \_\_\_\_\_  
Authorized Signing Officer

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

## **EXHIBIT A**

### **Software**

#### **1. Product names**

WorkCenter™ Office

WorkCenter™ Marketing

Drybook Mobile

#### **2. Product Description**

WorkCenter™ is comprised of two applications, WorkCenter™ Office and WorkCenter™ Marketing. WorkCenter™ is web-based allowing the integration with other Franchise Technology (DryBook™ and DryBook™ Mobile), Corporate Systems (Claims Entry, Job File Audit, etc.) and third party applications (i.e. Xactimate®).

WorkCenter™ is a web based application which can be accessed on any PC or tablet where an Internet connection is available, permitting users to perform their work tasks from remote locations.

WorkCenter™ Office functionality includes, but is not limited to the following: Claims Entry integration to capture job data, job and crew scheduler, DryBook™ and DryBook™ Mobile job documentation integration, QuickBooks® integration for billing, collections and marketing, estimating and tracking system to manage equipment. WorkCenter™ Marketing functionality includes, but is not limited to the following: set-up sales routes, identify the top prospects, set specific goals for each Sales Marketing Representative ("SMR"), view SMR activity real time, review the notes from each days marketing efforts, quickly search for a contact or business and works on tablets where an Internet connection is available.

#### **3. Product Naming and Functionality**

Licensor reserves the right to change the name of the Software and functionality. Licensor shall provide notice to Licensee of any planned Software changes, updates, upgrades and enhancements.

#### **4. License Fee Payable to Licensor**

Licensee promises to pay to Licensor the License Fee for the Term in the amount set forth below plus all applicable taxes such that Licensor will receive the License Fee payable hereunder on a completely net basis.

The monthly License fee is \$200.00 for the first sixty (60) months.

After the first sixty (60) months of the term of this Agreement, the monthly fee is \$133.00.

Whenever any one of the required monthly payments has not been timely paid, Licensee agrees to pay Licensor a late fee of fifty (\$50.00) dollars on any monthly fee which has become due and remains unpaid for a period in excess of five (5) days.

For all Licensees entering into this Agreement as part of an acquisition of one or more existing Servpro Franchises through a resale where the prior Licensee has an approved Agreement dated 2015 or thereafter, the Licensee's monthly payments shall be as specified in that Agreement.

Licensee shall be entitled to receive one (1) licensed copy of the Software to be used at one business location for Agreement and each monthly payment made. Multiple franchise licenses with common ownership operating out of the same business location may utilize the same Agreement as long as they operate from one common business location. One Agreement can be used for WorkCenter and DryBook Mobile on multiple devices such as IPAD's and Workstations for each such business location.

Licensor reserves the right to and may change the software, the fees and/or services in this Agreement upon prior written notice to Licensee as Licensor may deem to be necessary or beneficial to Licensee or the

system from time to time in its sole discretion. Licensor reserves the right to and may charge an initial fee and/or an ongoing fee for the use of additional or replacement software that is not included in this Agreement or is unavailable on the effective date of this Agreement, which fees shall be set forth in writing.

5. **Support**

A toll-free telephone number will be provided for support regarding the Software Monday through Friday from 7:00 a.m. to 6:00 p.m. Central Time. Additional internet-based Software training will be made available at no additional fee to Licensee.

**EXHIBIT D**

**TERRITORIAL POLICY ACKNOWLEDGEMENT**

**AND TERRITORIAL POLICY**



**TERRITORIAL POLICY ACKNOWLEDGMENT**

In this Territorial Policy Acknowledgment, “We,” “Us” and “Our” means Servpro Franchisor, LLC. Our Territorial Policy prescribes limitations, conditions and terms under which You may solicit, advertise, offer and perform services outside Your non-exclusive Operating Territory. By signing the Franchise License Agreement, You agree to follow the guidelines set forth in Our Territorial Policy. You acknowledge that You have received and read Our Territorial Policy and understand it. You understand that We may periodically modify Our Territorial Policy as described therein.

You agree to concentrate Your promotional efforts on the development of business in Your Operating Territory. You acknowledge that You understand that You may be responsible for certain referral fees, commissions or other fees outlined in Our Territorial Policy. You understand that We or other SERVPRO franchisees may be allowed to offer, solicit, advertise or perform services in Your Operating Territory in accordance with Our Territorial Policy.

You acknowledge that any telephone number used by Your Franchise or any telephone directories in which Your telephone number is listed should be wholly (or a majority) within Your Operating Territory. If the telephone number or telephone directory crosses the Operating Territory boundaries, You must obtain Our prior written consent before obtaining the phone number. You acknowledge You are not permitted to use in any internet or electronic advertising, any geographic terms that are not located within Your Operating Territory, whether in text, in any listing, or in any metadata or code.

**OPERATOR:**

By: \_\_\_\_\_  
[Name]

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

By: \_\_\_\_\_  
[Name]

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

# **SERVPRO FRANCHISOR, LLC**

## **TERRITORIAL POLICY**

**25003**

04/15/2024  
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TERRITORIAL POLICY

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## **Section 1. Introduction and Purpose.**

- 1.1 **Introduction.** The SERVPRO Franchise License Agreement requires that an OPERATOR comply with a territorial working agreement or “Territorial Policy” which prescribes the conditions under which an OPERATOR may advertise, solicit and perform services whether inside or outside its Operating Territory. Servpro will modify and amend Territorial Policy in its sole discretion, usually annually. OPERATOR agrees that FRANCHISOR may enforce this Territorial Policy in its sole discretion. The modified or amended Territorial Policy may contain materially different terms and conditions than the current Territorial Policy. You must comply with the most recent version of Territorial Policy.
- 1.2 **Purpose.** Each OPERATOR should concentrate its efforts on developing and performing work within its Operating Territory. To supplement an OPERATOR’s promotional efforts, FRANCHISOR allows each OPERATOR to advertise, solicit and perform services outside its Operating Territory under certain circumstances. This allows SERVPRO OPERATORS to act as a network, providing better service than offices operating independently.

## **Section 2. Definitions.**

The following terms are defined specifically for this Territorial Policy. Terms defined in the Franchise License Agreement have those meanings.

- 2.1 Adjuster - Any individual who is employed by or represents the insurance industry for the primary purpose of evaluating and settling insurance claims.
- 2.2 Advertising - Any form of media contact through newspapers, mailings, telephone directories or other directories, trade journals, radio, television, flyers, pamphlets, electronic mail, internet, web pages or domain names, or other means, about cleaning, restoration and related services.
- 2.3 Agent - Any individual who is employed by or represents the insurance industry for the primary purpose of selling or writing policies of insurance.
- 2.4 Catastrophic Loss - Any Insurance Work where restoration services, including Sub-contract Services, managed by a Servpro franchisee exceeds \$50,000 (individual loss or multiple losses combined).
- 2.5 Consultant – A person who performs consulting services on behalf of the FRANCHISOR pursuant to being employed by the FRANCHISOR.
- 2.6 Direct Work - Any work not defined as Insurance Work or Sub-contract Services. This includes (a) commercial and real estate work (b) residential work, and (c) work received from national, regional or local retail or wholesale organizations, not associated with fire, water or other damage cleaning or restoration.
- 2.7 Franchise Business Consultant - See Consultant.



- 2.8 Franchise - The business operated by an OPERATOR pursuant to a Franchise License Agreement using FRANCHISOR's Marks and the Servpro System. Initial Contact - The OPERATOR who generates and receives a lead for Insurance Work. (See Appendix A.)
- 2.9 Insurance Work - Cleaning and restoration services which arise as a result of an occurrence relating to fire, water, storm, soot, smoke, vandalism, sewage or other damage restoration for which insurance is available, whether or not an actual insurance policy was in force, and any work requested to be performed for the same customer at the same time. Acts of God specifically excluded by some underwriters, for example, such as tornado, earthquake, flood, hurricane or hail, are included in this definition. (See APPENDIX A.)
- 2.10 National Accounts and Commercial Accounts - Any work designated as a National or Commercial Account by FRANCHISOR, including a RAM Program working with and providing requested reports to the National Accounts Division.
- 2.11 New OPERATOR - The operator of a new Franchise who has completed Set Up Training whose license has been issued for less than 12 months and whose individual owners, officers, partners, members, shareholders, or spouses have not previously held an interest in a Franchise. Individuals or entities purchasing existing licenses (resales) are not New OPERATORS for the purpose of this Territorial Policy.
- 2.12 Open Territory - Any territory that is outside the Operating Territory of any OPERATOR.
- 2.13 Operating Territory - Any territory which is assigned and licensed to an OPERATOR.
- 2.14 Primary Place of Business - The location where the majority of the business transactions take place for the operation of the Franchise servicing the Operating Territory. These include, without limitation, receipt of customer calls at the location; location of vehicles, equipment and crews servicing the Operating Territory; office and/or warehouse location; product inventory and personnel on site; and a separate business license.
- 2.15 Production Office - The OPERATOR who produces Insurance Work as a result of a referral from an Initial Contact.
- 2.16 RAM Program - A Regional Accounts Manager Program authorized by FRANCHISOR.
- 2.17 Regional Director of Operations – A person who performs consulting services on behalf of the Franchisor and manages a Region and the Consultants assigned to the Subregions within the Region.
- 2.18 Select National Accounts or Commercial Accounts - Insurance carriers, commercial properties designated as such by FRANCHISOR or an affiliate that typically require indemnification and/or work guarantees pursuant to a written agreement with FRANCHISOR or an affiliate for the work produced by OPERATORS and their subcontractors as a condition of serving their insureds.
- 2.19 Servpro Marketing Manager (“SMM”) – Manages and implements the Servpro marketing program and supervises sales and marketing staff.

- 2.20 Servpro Marketing Representative (“SMR”) – Performs all aspects of marketing and sales of Servpro System Services.
- 2.21 Solicitation - Any promotion by or on behalf of an OPERATOR, other than Advertising, to potential customers or to any other persons or entities who may have the ability to refer work. Solicitation includes attending business, trade association, and other meetings of any type at which marketing is or may be performed. If performed within thirty (30) days after work has been completed, the following are not solicitation: Delivery of Certificates of Satisfaction, Add-on sales, customer or COI satisfaction call-backs, and “thank you” letters to customers or customer recalls. If any of the foregoing are performed more than thirty (30) days after work has been performed, they constitute solicitation and are prohibited in another OPERATOR’s Operating Territory.
- 2.22 Sub-contract Services - See Section 3.2(b) of the then-current Franchise License Agreement. (Please see the Franchise License Agreement and the most current Bulletin for examples of what qualifies as Sub-contract Services for Royalty reporting purposes.)
- 2.23 Subregion - The geographic area managed by a Consultant within a Region.

**Section 3. Advertising and Promotion.**

- 3.1 The Franchise License Agreement requires that all Advertising by an OPERATOR, whether in or outside the Operating Territory, must comply with FRANCHISOR’s standards and must be approved by FRANCHISOR in writing before its use or publication. All Advertising must be in the “SERVPRO® of \_\_\_\_\_” licensed business name specified in OPERATOR’s Franchise License Agreement subject to any exceptions found in the Brand Identity Guide. All advertising must comply with current advertising requirements, including the Brand Identity Guide (“BIG”), as amended from time to time by FRANCHISOR.
- 3.2 Most SERVPRO Franchise License Agreements provide that OPERATORS may only utilize business telephone or facsimile area codes that are wholly within or mostly within their Operating Territories. At no time is an OPERATOR allowed to use a telephone or facsimile area code outside the Operating Territory of the Franchise for business purposes. OPERATORS are limited to publishing only telephone or facsimile numbers with telephone or facsimile area codes wholly within or mostly within their Operating Territories.
- 3.3 An OPERATOR may only advertise in publications or media where the circulation of the media or directory is partially outside the Operating Territory if the regular circulation of the publication or medium includes the majority of the Operating Territory. An OPERATOR may only advertise in Yellow Pages or other telephone directories where the circulation of the directory includes the majority of the Operating Territory. If OPERATOR and other Servpro franchisees wish to place Yellow pages cooperative advertising, each Franchise must separately qualify for each proposed Yellow Pages book. This means that each proposed Yellow Pages book must include a majority of the Operating Territories of each Servpro Franchise participating in the cooperative advertising. A majority is considered to be approximately fifty percent (50%) of the geographical area of the franchise or coverage area of the media or a majority of population within the Operating Territory. (See Appendix A.)

- 3.4 If an OPERATOR can control the circulation of the advertising, the advertisement may only be sent to locations in the Operating Territory. Advertising in Open Territory is permissible if any single advertising vehicle/campaign does not last more than two weeks and otherwise complies with this Territorial Policy and the BIG, subject to the FRANCHISOR's approval and per exceptions contained herein. Permanent or semi-permanent advertising vehicles/campaigns, such as Yellow Pages ads, are prohibited in Open Territory. If you have any questions, please contact the Servpro Legal Department before you proceed. If the OPERATOR cannot control the circulation of the advertising, OPERATOR must obtain FRANCHISOR's prior written approval. FRANCHISOR may require OPERATOR to contact other OPERATORS whose Operating Territories are included in the advertising area in order to extend them the opportunity to participate in the advertisement on a cooperative or cost-sharing basis, as a condition to granting approval. Any such cooperative advertising may list all licensed franchise names ("SERVPRO of") of the franchisees participating in the ad, along with their telephone numbers on file with the Servpro Legal Department or may use Servpro and 1-800-SERVPRO. If the other OPERATORS decline to participate, permission will generally be granted and the requesting OPERATOR may advertise their own franchise names but may only use 1-800 SERVPRO as their contact number.
- 3.5 Participation in promotional events, except for those governed by sections 3.14 and 3.15 of this Territorial Policy, will generally be treated the same as advertising where the OPERATOR cannot control the circulation of the advertising. OPERATOR must obtain FRANCHISOR's prior written approval and FRANCHISOR may require OPERATOR to contact other OPERATORS whose Operating Territories are impacted in order to extend them the opportunity to participate in the event on a cooperative or cost-sharing basis.

3.6 Internet Presence and Advertising

a. **GENERAL RULES.**

OPERATORS are permitted to make use in any internet or electronic advertising or listing, whether in the text of any advertising, in any listing, or in any metadata or code, search terms, or AdWords of any geographic terms that are located within the OPERATOR's Operating Territory, including any zip codes, cities, towns, landmarks, or public or private locations of any sort. Additionally, all internet or electronic advertising must be directed to customers located within the OPERATOR's Operating Territory, if possible, and not be targeted or directed at persons located outside of an OPERATOR's Operating Territory. Unless FRANCHISOR has assigned a Zip Code to an OPERATOR per Section 13.6, OPERATORS may conduct paid advertising (i.e. Google ads, Microsoft Advertising, or Bing Ads) in neighboring Open Territory for longer than the two week period referenced in Section 3.4 subject to FRANCHISOR's approval. These General Rules apply to all forms of online and digital advertising and marketing, including: paid digital advertising, online directory listings, social media, and e-mail solicitations. OPERATORS are required to:

- (i.) Notify in writing any publishers of any online directories or other companies or persons offering internet advertising or marketing, or search engine optimization of these restrictions;
- (ii.) Provide such publishers or other companies notice of the specific geographic locations or descriptions the OPERATOR wishes to use, which are located within OPERATOR's Operating Territory, as search terms, and confirm that no other

geographic locations or descriptions will be used. If the internet publisher or other company is unable to comply with these restrictions, the Operator may not place the advertisement, or use the search terms or AdWords.

- (iii.) Secure approval from FRANCHISOR's Legal Department for all advertising content in advance of publicly posting it by emailing a proof of the advertisement to: legaladapproval@servpro.com.
  - (iv.) Follow all policies and requirements, as found in the Brand Identity Guide, Bulletins, or as otherwise communicated by FRANCHISOR from time to time, if OPERATOR wishes to engage in electronic and internet advertising, marketing and communications to the public, including, without limitation, search engine marketing, social media marketing, blogs and online directory marketing. These policies and requirements may include, without limitation, using only approved marketing and advertising firms and paying their associated fees.
  - (v.) Follow all policies as found in the Social Media Resource Guide or as otherwise communicated by FRANCHISOR from time to time.
  - (v.) Comply with OPERATOR's current Territorial Policy.
- b. **ONLINE DIRECTORIES.** OPERATORS are permitted to participate on legitimate internet online directory websites ("online directories") including, but not limited to: Yelp, Angie's List, and YP. Online directories also include profiles on search engines including, but not limited to, Google My Business, Yahoo, and Bing Local, where an OPERATOR may create a local business map listing that includes basic business information and defines OPERATOR's Operating Territory, description of services, hours and services. Local online directories, such as Chambers of Commerce sites, will be treated the same as the aforementioned online directories. OPERATOR is responsible for complying with the General Rules of this Section.
- c. **SOCIAL MEDIA.** OPERATORS are permitted to maintain a presence on internet based social media websites including, but not limited to Facebook, LinkedIn and Twitter. OPERATOR agrees to never disclose confidential information about the FRANCHISOR's System on social media websites. OPERATOR agrees that OPERATOR is responsible for any posts, tweets, comments and updates posted by all employees or designated staff persons on OPERATOR's social media websites. OPERATOR agrees not to post any confidential or proprietary information about the OPERATOR or customers on Social Media websites. OPERATOR agrees not to post any photographs of customers' homes or businesses without first securing the express written consent and a signed release from each customer that allows the OPERATOR to do so. OPERATOR also agrees not to post abusive, profane, graphic or unprofessional social media content. OPERATOR is responsible for complying with all General Rules of this Section in connection with any social media presence on the internet; including any paid social media advertising.
- d. **PAID DIGITAL ADVERTISING.** OPERATORS are permitted to engage in paid internet advertising campaigns including, but not limited to, Google AdWords and Bing Local, provided the geographic terms and descriptors contained in the advertising, any metadata or code, search terms or AdWords are located within the OPERATOR's Operating Territory. This includes any zip codes, cities, towns, landmarks or public or private locations of any

sorts. OPERATOR is responsible for compliance with the General Rules of this Section in connection with any paid internet advertising. Please see Section 4.2.c. with respect to conducting Paid Digital Advertising in another OPERATOR's territory. Please see Bulletin 5700-F regarding Digital Advertising in Open Territory and Section 3.4.

- e. **OPERATOR WEBSITES.** Pursuant to Bulletin #3971-F (published in October of 2011), OPERATOR shall maintain a website hosted by FRANCHISOR ("Corporate Website")

All proposed content on the Corporate Website is subject to review and approval by FRANCHISOR's Web Services Team. OPERATORS are responsible for all content they post.

- f. **THIRD PARTY WEBSITES OR BLOGS.** Pursuant to Bulletin #3971-F, OPERATORS are not permitted to maintain any website created, maintained or hosted by any third party outside of their Corporate Website. Such prohibited third-party websites include any internet landing pages that redirect to your Corporate Website and any third-party blog sites with a top-level domain name that includes any reference to SERVPRO. OPERATORS may maintain a maximum of one third-party blog with a sub-domain on a recognized blogging website such as blogspot.com or wordpress.com. OPERATORS are responsible for informing their web services providers of FRANCHISOR's TERRITORIAL POLICIES in advance. The Web Services section of *ServproNET*<sup>®</sup> and future bulletins may contain further guidance to OPERATORS in this area. OPERATOR is responsible for compliance with the General Rules in this Section in connection with any third-party blogs. OPERATORS may not purchase domain names containing FRANCHISOR's trademarks without the express written permission of the FRANCHISOR.

- g. **EMAIL SOLICITATIONS.** Email solicitations may only be conducted in compliance with all applicable Federal, State, and Local laws and only where OPERATOR can verify that the e-mails are being sent to e-mail addresses of customers in OPERATOR's Territory or Open Territory.

3.7 OPERATORS with a business location in another OPERATOR's Operating Territory or in Open Territory must use a post office box or other mailing address located in their Operating Territories. This address must be used on all advertising and solicitation materials, in whatever form of media, including business cards, checks and stationery. OPERATORS may display the Servpro house logo on such a business location, but they may not display their "SERVPRO<sup>®</sup> of \_\_\_\_\_" licensed business names or telephone numbers, park their vehicles on the street, or in any way identify their Franchises. This is the only time the Servpro logo may be used by OPERATORS without the "SERVPRO<sup>®</sup> of" licensed business name. Vehicles that must be parked outside the warehouse or other business location are to be parked at the rear of the building or in an area in which they will attract the least amount of attention and publicity. In general, OPERATORS may not park their vehicles permanently or semi-permanently in another OPERATOR's Operating Territory in any location other than their business location. OPERATORS must have their business location within their Operating Territory or seek a temporary waiver of this Rule from the FRANCHISOR's Legal Department.

3.8 OPERATORS may not display advertising signage or list telephone or facsimile numbers outside any business location of the OPERATOR which is located in the Operating Territory of another OPERATOR. This restriction does not include the display of signage, telephone or facsimile

numbers on service vehicles or other equipment which are moving through or otherwise temporarily within another OPERATOR's Operating Territory.

- 3.9 National Referral Companies and Government Agencies – When OPERATORS enter into agreements directly with national referral companies such as Alacrity, Contractors Connection and similar companies, they may designate any geographic area within which they can reasonably provide services directly by their Franchises and may perform the work without restriction and without payment of territorial fees to other OPERATORS. This applies when FRANCHISOR has no way to control the call/lead dispatch process; i.e., the lead is not coming in through 1-800-SERVPRO. This includes OPERATOR's Operating Territory, Open Territory and the Operating Territories of other OPERATORS. The same is true of contracts with government agencies. When any of these entities request that an OPERATOR submit a list of serviceable zip codes, OPERATOR may accurately list all zip codes that OPERATOR is able to directly service with OPERATOR's own direct franchise business.

OPERATORS are prohibited from entering into agreements for work in areas more than 4 hours from their Primary Place of Business because this would likely not allow OPERATORS to meet FRANCHISOR's 1-4-8 service guidelines. No estimating or referral fees are payable to other OPERATORS when performing work for these types of entities. OPERATORS may not violate the advertising and solicitation provisions of this policy or their Franchise License Agreements in obtaining these agreements/accounts. In no event may OPERATOR refer such work to others; i.e., OPERATOR may not act as a third-party administrator or referral source for such work and/or refer such work for a fee. OPERATORS who receive such business opportunities without violating the advertising and solicitation provisions of this policy or their Franchise License Agreements, and wish to take advantage of them, shall provide a written description to present to their Consultant. Franchisor or an affiliate shall review such proposals and shall either decline or may grant consent to engage in such business opportunities on terms and conditions it deems reasonable, in its sole discretion.

- 3.10 Service Contracts for Work Outside of OPERATOR's Operating Territory – If requested by a customer, OPERATOR may enter into an agreement with that customer to provide services in OPERATOR's own Operating Territory, or in the Territory of another OPERATOR or within four (4) hours thereof. OPERATORS may not violate the advertising and solicitation provisions of this policy or their Franchise License Agreements in obtaining these agreements. In no event may OPERATOR refer such work to others; i.e., OPERATOR may not act as a third party administrator or referral source for such work and refer such work for a fee.
- 3.11 OPERATORS may not place their own toll-free numbers on any vans or other vehicles. Only local numbers and 1-800-SERVPRO may be so displayed.
- 3.12 When using a corporation, partnership or LLC for the purpose of owning a Servpro Franchise, certain criteria must be met:

The word SERVPRO® is a registered trademark owned by Servpro Franchisor, LLC and may NOT be used in the name of OPERATOR's corporation, partnership or LLC.

An entity name may not contain words referencing a geographic area that is larger than the Operating Territory granted by OPERATOR's Franchise License Agreement. FRANCHISOR attempts to

differentiate each Servpro Franchise by relating the Franchise name to the geographic area in which it is located. Example: “SERVPRO® of Gallatin” would represent a Franchise whose geographical territory is the Gallatin city limits. References to geographic areas and entity names that do not specifically identify the Operating Territory as provided in the License Agreement are not permitted. Examples of types of names to avoid: Greater Boston Cleaning Services LTD, Central Illinois Restoration, Inc., Minnesota Contractors LTD, West Coast Cleaners LLC, Great Lakes Restoration, etc.

- 3.13 OPERATORS may not share office space or employees with other OPERATORS.
- 3.14 Trade Shows. OPERATORS may attend trade shows in any territory, subject to the provisions of this Section 3.14. The term “trade show” refers to (a) gatherings of industry or professional groups, such as real estate professionals, builders and construction industry groups, building owners and managers (including BOMA), organizations of tradesmen, risk management and insurance associations, or associations of restaurant and hotel owners, organized for the purpose of presenting goods and services of interest to those groups, and (b) expositions and exhibits organized around a central theme and open to the general public, such as home and garden shows. The term “trade show” does not include attendance at meetings or events sponsored by Chambers of Commerce, networking groups or civic associations located outside of an OPERATOR’s territory. If the Trade Show is being held outside the OPERATOR’s Operating Territory, notice must be provided to the effected OPERATOR of the intended participation in the Trade Show. If more than one OPERATOR wishes to sponsor a booth at the trade show, FRANCHISOR encourages all OPERATORS to sponsor a single booth and to share the costs of the booth on a pro rata basis. If OPERATORS do not wish to jointly sponsor a booth, the OPERATOR in whose territory the trade show is being held may sponsor a booth and may display that OPERATOR’s telephone number on the booth and on marketing materials. Any other OPERATORS may sponsor a booth, either jointly or individually, but they may only display on their booths and distribute approved materials bearing the telephone number “1-800-SERVPRO” instead of their own business telephone numbers. All OPERATORS may distribute business cards bearing their own franchise names and business numbers. If the OPERATOR in whose Operating Territory the trade show is held chooses not to participate in the trade show, other OPERATORS may do so and display their individual telephone numbers on a booth.
- 3.15 Tournament Sponsorship. OPERATORS may attend and sponsor tournaments in any territory, such as golf tournaments, fishing tournaments and bowling tournaments, at which it is customary for persons or organizations to pay for advertising in the form of sponsorships, subject to the provisions of this Section 3.15. The term “tournament” does not include sponsorship of teams, at any level of competition, that are located outside of an OPERATOR’s territory or advertising or sponsorship at other sporting events held outside of an OPERATOR’s territory, such as professional football games or collegiate basketball playoffs, except to the extent otherwise permitted by this Territorial Policy. If the tournament is being held outside the OPERATOR’s Operating Territory, notice must be provided to the effected OPERATOR of the intended participation in the tournament. If more than one OPERATOR wishes to have a sponsorship at the event, FRANCHISOR encourages all OPERATORS to cooperate in any sponsorship and to share the costs of the sponsorships on a pro rata basis. If OPERATORS do not wish to have a joint sponsorship, the OPERATOR in whose territory the tournament is being held may have its own sponsorship, may display that OPERATOR’s telephone number, and may make use of that OPERATOR’s telephone number in approved marketing materials. Any other OPERATORS may have a sponsorship, either jointly or

individually, but they may only display on their booths and distribute approved materials bearing the telephone number “1-800-SERVPRO” instead of their own business telephone numbers, and they all must display their “SERVPRO of” trade names on any banners, signs or other marketing materials in connection with the sponsorship. If the OPERATOR in whose Operating Territory the tournament is being held chooses not to participate in the tournament, other OPERATORS may do so and display their business telephone number on a booth and other tournament-specific marketing materials, in addition to their “SERVPRO of” trade name. All OPERATORS may distribute business cards bearing their own franchise names and business numbers. See the B.I.G. as to additional information regarding Sports Sponsorships.

- 3.16 Industry Association Meetings. OPERATORS may attend association meetings in their own territories or in the territories of any other OPERATORS, and all OPERATORS may distribute business cards bearing contact information specific to their franchises at those meetings, but they may only solicit those attendees at those meetings for work that is to be performed in their own territories. Only the OPERATOR in whose territory the industry association meeting occurs may distribute approved marketing materials. The term “industry association meeting” includes gatherings of industry or professional groups, such as real estate professionals, builders and construction industry groups, building owners and managers, organizations of tradesmen, risk management and insurance associations, or associations of restaurant and hotel owners, but the term does not include chambers of commerce, networking groups or civic associations located outside of an OPERATOR’s territory.
- 3.17 OPERATORS may attend, sponsor, host or teach Continuing Education classes (“C.E.”) classes in any territory, subject to the provisions of this Section 3.17. The term “Continuing Education” means gatherings of industry or professional groups such as insurance adjusters, agents or other business professionals that, as part of the licensing or association requirements, must attend approved yearly or semi-yearly education classes. OPERATORS soliciting attendees, sponsoring or teaching C.E. classes outside their Operating Territory must do so in a manner consistent with Section 4.2 of Territorial Policy-Solicitation of Insurance Work, unless the licensing body or association requires the C.E. class to be made available to all in the field. If the licensing body requires the C.E. class to be made available to all in the field, OPERATOR may invite attendees who are outside their Operating Territory but may not visit the potential attendee and the Continuing Education Attendance Certificate shall be mailed to the participant.
- 3.18 Networking Groups. OPERATORS may be members and/or attend meetings of Networking Groups held outside of their territory and may solicit attendees for work to be performed inside their territories. In no event may OPERATORS be members or attend meetings of networking groups located more than 30 miles from their Operating Territory. The term “networking groups” includes BNI and other organizations to increase business opportunities through building relationships with business professionals, but the term does not include Chambers of Commerce industry association groups as defined in Section 3.16, or civic associations located outside of an OPERATOR’s territory.
- 3.19 The preparation of an Emergency Response Plan (“ERP”) for facilities in another OPERATOR’s Operating Territory is permitted as long as the franchise producing the ERP has not violated the advertising and solicitation provisions of this Territorial Policy in obtaining the contact. A property manager or other building owner/manager located in OPERATOR’s territory may request that



OPERATOR prepare an ERP for another building that owner/manager owns or manages in another franchise's Operating Territory, as long as the property manager or other building owner/ manager has the authority to authorize OPERATOR to perform an ERP in the building outside OPERATOR's Operating Territory. A referral to contact an individual located outside the OPERATOR's Operating Territory to merely solicit an ERP is prohibited. The use of a real estate agent, broker or other professional for purposes of preparing an ERP as a means to solicit additional business outside OPERATOR's Operating Territory is prohibited.

#### **Section 4. Solicitation.**

- 4.1 Solicitation of Direct Work. An OPERATOR may NOT Solicit Direct Work in another OPERATOR's Operating Territory except as may be expressly provided in this Territorial Policy. An OPERATOR may Solicit Direct Work in Open Territory, but this solicitation must be of a short duration of the type described in Section 3.4 and must stop in the event the Open Territory is sold to another OPERATOR. (See Appendix A.) No OPERATOR may solicit Direct Work if the person being solicited does not have a physical location within the Operating Territory of the OPERATOR. This physical location may be a temporary structure, such as a construction trailer on a job site.
- 4.2 Solicitation of Insurance Work: Adjusters, Agents and Property Managers. OPERATORS may only Solicit Insurance Work which will be performed in their Operating Territories. FRANCHISOR does not believe that any single OPERATOR is able to manage the work generated by all Adjusters that may service a particular Operating Territory. Therefore, OPERATORS may solicit any Adjuster regardless of the Adjuster's location, for Insurance Work to be performed in their Operating Territories. OPERATORS may only solicit Agents and other centers of influence who are located in their Operating Territories, with the following three exceptions:
- a. If the volume of work controlled by an Agent or an Agent's settlement authority resembles that of an Adjuster, FRANCHISOR may determine that an Agent should be treated as an Adjuster; and OPERATORS may solicit Agents and Adjusters of Select National Account or Commercial Account clients in Open Territory and in the Operating Territories of other OPERATORS that do not qualify to receive Select National Account or Commercial Account work for a period of thirty (30) days or longer. OPERATORS must obtain written confirmation from their Regional Director of Operations before soliciting Select National Accounts or Commercial Accounts Agents in another OPERATOR's Operating Territory. Approval will only be granted when proper consulting regarding SMRs has been properly documented in writing to the franchisee by their Regional Director of Operations. This does not apply to a franchise owner in business for less than twelve (12) months where the owner is making sales routes in place of an SMR and properly documenting those routes in Marketing WorkCenter. OPERATORS shall cease doing so upon further written confirmation from FRANCHISOR. Solicitation must be approved in advance by the Regional Director of Operations.
  - b. Franchisees who have one SMR in each Operating Territory and are fully marketing centers of influence in their own Operating Territory(ies) as demonstrated by documented activity within Marketing WorkCenter and verified in writing by their Regional Director of Operations, may solicit and market centers of influence in the Operating Territory of franchisees without at least one SMR properly utilizing and documenting the use of the Servpro operating system. Any such solicitation and marketing must be approved in advance by the Regional Director of Operations, in writing, and may only continue for twelve (12)

months, but may be renewed or terminated with the written permission of the Regional Director of Operations. This must be discussed with and approved in writing by the Regional Director of Operations. The Regional Director of Operations must document its intentions by using the Solicitation/Digital Marketing Approval Form, attached as Appendix B to this Territorial Policy. Each SMR must perform specific marketing activities identified in writing from time to time in Servpro's operating system which will include, without limitation, those contained in the Marketing WorkCenter, Servpro's Marketing Services Center available on *ServproNet*, Route Sales Program, Bulletins and manuals. If an OPERATOR has the right to solicit per a valid solicitation approval form and is documenting properly in Marketing WorkCenter salesperson activity taking place in the Operating Territory of the other franchise, the Regional Director of Operations may also allow the OPERATOR to conduct paid digital advertising with a Servpro approved vendor in the impacted Territory without said advertising violating 3.6(d), subject to completing the Solicitation/Digital Marketing Approval Form, attached as Appendix B to this Territorial Policy. This requirement does not apply to newly licensed territories where the Operator has been in business for less than twelve (12) months.

If a property management company manages two or more properties located in an OPERATOR's Operating Territory but the property management company does not maintain its offices in that OPERATOR's Operating Territory, the OPERATOR may solicit the property management company for Insurance Work and Direct Work to be performed inside that OPERATOR's Operating Territory.

- 4.3 An OPERATOR may become a member of any Chamber of Commerce, association of realtors or other, similar organization that includes within the geographic boundaries of the organization any part of an OPERATOR's Operating Territory. An OPERATOR who is a member of any such organization may be listed as a member in any directory, whether print or electronic, of that organization's members but may not place any advertisements in that directory unless the requirements of section 3.3 of this Territorial Policy are met. Franchisees who do not have at least one Sales Marketing Representative ("SMR") will not be assigned any open territory for the purpose of receiving jobs through Servpro's Call Center. An owner of the franchise does not qualify to be an SMR.

**Section 5. Invoice Copy Requirement.**

Section reserved for future use.

**Section 6. Direct Work in another OPERATOR's Operating Territory.**

- 6.1 If an OPERATOR receives a referral for Direct Work located in the Operating Territory of another OPERATOR, the OPERATOR receiving the referral is not required to refer the work to the OPERATOR in whose Operating Territory the work is located and may perform the work so long as the work was not received as a result of improper Advertising or Solicitation.
- 6.2 If Direct Work is referred, the referral procedures outlined in Section 7 must be followed, with the exception that no Referral Fees or Estimating Fees, may be charged or incurred unless the OPERATORS have agreed otherwise in writing. If a dispute arises between OPERATORS regarding the amount of the Referral Fee or Estimating Fee on Direct Work, the written agreement

between them will govern the dispute. If there is no written agreement, no Referral Fee or Estimating Fee may be charged.

- 6.3 In some cases, a retail concession contract will require payment of a fee to the retailer based on work produced. If production work is referred to another Operator, the Operator with the concession contract may deduct the concession fee from the amount paid to the Operator producing the work and paying royalties. At no time are any fees associated with retail contracts to be deducted when calculating gross receipts for royalty reporting.

### **Section 7. Insurance Work in Another OPERATOR's Operating Territory.**

- 7.1 An OPERATOR may periodically receive Insurance Work which lies in another OPERATOR's Operating Territory. This Section applies to Insurance Work performed in the Operating Territory of another OPERATOR that has completed Set Up training. OPERATORS are to consult the SERVPRO Roster, their Consultant, or FRANCHISOR to determine in whose Operating Territory a job is located.
- 7.2 Referrals of Insurance Work located in another OPERATOR's Operating Territory are not mandatory as long as the referral was not received as the result of improper Advertising or Solicitation. If the job is referred, the entire job, less Sub-contract Services, must be referred. If the Production Office determines that other OPERATORS will be needed to produce the job, the Production Office shall notify the Initial Contact. The Initial Contact, in conjunction with their Consultant, is responsible for deciding which other OPERATORS will participate. This provision does not apply to any program established by FRANCHISOR pursuant to Section 13.
- 7.3 The Initial Contact must perform the following on a referred job:
- a. Secure the customer's signature on the SERVPRO work authorization and other required forms. The only exception is on water damage jobs, when the Production Office may secure these signatures. .
  - b. Contact the Production Office, prior to performing the estimate, to determine when work may commence on the job. The Initial Contact may perform the estimate, or may use any other OPERATOR to perform the estimate, so long as the other OPERATOR agrees to do so. The other OPERATOR performs the estimate as a representative of the Initial Contact and must follow the Initial Contact's instructions. The estimate shall be performed according to such standards as the Initial Contact may establish and must be consistent with FRANCHISOR's standards
  - c. Cooperate with the Production Office and the customer to facilitate scheduling of the job.
  - d. Provide the Production Office with a copy of the estimate within 16 business hours of estimating the job or notifying the Production Office when to schedule the work if time is of the essence.
  - e. Monitor the Production Office's job performance.

- f. Referral work must be performed and customer relationships handled in compliance with FRANCHISOR's standards. The terms of the job must be those agreed upon by the Initial Contact, customer and Adjuster.
- g. Obtain the customer's signature indicating completion of the work in a satisfactory manner on an approved work authorization, certificate of satisfaction and any other forms required by the insurance company.
- h. Invoice the Insurance Company or customer on the Initial Contact's invoice for the entire price of the job, including Sub-contract Services and work performed by the Initial Contact and the Production Office. This invoice must be sent within 3 days after receipt of all necessary documentation from the Production Office and any Subcontractors.

7.4 The Production Office shall do the following on a referred job:

- a. Respond to the Initial Contact within 30 minutes with acceptance and scheduling information. If requested by the Initial Contact and the Adjuster, have a Production Office representative on site within applicable National Accounts or Commercial Accounts Guidelines (if none, within 2 hours.) There may be cases where a Production Office may be required to start immediately. If the Production Office does not comply or cannot schedule the job within a period that is acceptable to the customer, the job will be deemed to have been turned down. If the job is turned down, the Initial Contact may refer the job to another OPERATOR or perform it themselves.
- b. Work as a production worker for the Initial Contact. All dealings, including business cards and other material furnished to the customer, shall be made in the name of and on behalf of the Initial Contact.
- c. Perform the work and handle customer relationships in compliance with SERVPRO job process standards and the terms agreed to by the Initial Contact, customer and Adjuster. For example, many insurance companies have their own forms which must be completed. These must be completed in accordance with the Initial Contact's instructions. Only the work actually authorized may be performed, unless the insured agrees to personally pay for the additional work, or the insured or the Initial Contact obtains authorization from the Adjuster.
- d. Communicate with the Initial Contact on a regular basis during the job and report any problems as soon as possible.
- e. When the job is completed, invoice the Initial Contact for all of the production work performed. The Initial Contact's name should appear in the upper left hand corner of the invoice and the pink and gold invoice copies should be sent to the Initial Contact, who bills the Insurance Company or customer.
- f. The Initial Contact will perform the call back to establish the insured's satisfaction with the work, in accordance with SERVPRO job process standards.

**Section 8. Performing Services in Open Territory/Multiple Franchises.**

- 8.1 Insurance Work. Section 7 applies to referrals in Open Territory if the Initial Contact chooses to refer work to another OPERATOR. If there is any doubt as to whether the job is or is not in Open Territory, the Initial Contact must contact FRANCHISOR before work begins to determine whether or not the job is in Open Territory.
- 8.2 Direct Work. Section 6.2 applies to referrals in Open Territory if the Initial Contact chooses to refer work to another OPERATOR. Direct Work in Open Territory may be performed by the Initial Contact as though it were in the Initial Contact's Operating Territory so long as the work is not as a result of improper Solicitation inside another OPERATOR's Operating Territory.
- 8.3 Royalty Reporting for Multiple Franchise Owners. For OPERATORS owning multiple Franchises, the Gross Volume for work performed must be reported by the Franchise in closest proximity to the work performed .

### **Section 9. Referral Fees, Estimating Fees and Territorial Commissions.**

- 9.1 Section reserved for future use. Servpro Franchisor no longer determines the amount of Referral Fees, Estimating Fees and Territorial Commissions.

### **Section 10. Billing, Deduction of Referral and Estimating Fees and Royalty Reporting Where Initial Contact is Primary Contact.**

- 10.1 When Insurance Work is referred, the Production Office invoices the Initial Contact for work performed by the Production Office on the Production Office's invoice.
- 10.2 The Initial Contact bills the insurance company or customer on the Initial Contact's invoice for the entire price of the job, including any Sub-contract Services and any work performed by the Initial Contact and Production Office within 3 days of receipt of all necessary documentation from the Production Office and subcontractors.
- 10.3 The Initial Contact is entitled to the agreed upon Referral Fee and/or Estimating Fee for performing the estimate. These fees do not apply to Sub-contract Services performed in relation to the work being invoiced.
- 10.4 When the Initial Contact is paid, the Referral Fee and the Estimating Fee if applicable are deducted and the amounts due the Production Office and any subcontractors shall be paid within 10 days of receipt of payment. If the Initial Contact receives a partial payment, a prorated payment shall be made.
- 10.5 The Production Office will report and pay royalties on the entire amount received from the Initial Contact. Royalty payments must be made for the months in which any payment or partial payment is received. The Initial Contact includes the invoice sent to the Insurance Company or customer with the royalty report and notes on the green copy of the invoice that the production work was referred to "SERVPRO® of \_\_\_\_\_" (the Production Office) and attaches a copy of the Production Office's invoice (gold copy). The Initial Contact reports and pays royalties on any Sub-contract Services, any work that was performed by the Initial Contact, as well as any Referral and Estimating Fees withheld from the Initial Contact's payment to the Production Office. Any amounts retained by individuals or entities other than SERVPRO Franchises associated with leads, sales, territory commissions or other forms of compensation for referring work are not deducted from the

gross amount invoiced by the Production Office for royalty reporting purposes. Examples are retailer fees, RAM fees, Xactimate fees, and Alacrity-type program fees.

- 10.6 If the Initial Contact is unable to secure payment from the customer within 6 months after billing, so long as Initial Contact initiates legal collection proceedings, the Initial Contact may pay the Production Office the lesser of actual costs incurred by the Production Office or 35% of the Production Office's invoiced amount plus the cost of any carpet, pad or materials provided by the Production Office. If the Initial Contact has not initiated legal collection proceedings by the 7<sup>th</sup> month after billing, the Initial Contact must pay the Production Office's invoice in full. If legal collection procedures are initiated, reasonable costs of collection may be deducted pro rata based upon the referral percentages. Any error on the Initial Contact's part regarding the job is the Initial Contact's responsibility and the Initial Contact must pay the Production Office in full.
- 10.7 A franchise has 30 days from the date final payment is received to dispute in writing the amounts received. If the written dispute notice is not received by the Consultant within 30 days from receipt of payment, the franchise is bound by the amount received and gives up any right to dispute the amount received.

### **Section 11. Quality Control Where Initial Contact is Primary Contact.**

- 11.1 A major purpose of the Territorial Policy is to promote customer satisfaction. Both the Initial Contact and the Production Office must ensure complete customer satisfaction and perform work conforming to FRANCHISOR's standards.
- 11.2 If the Production Office becomes aware of a problem or a need for reservicing, the Production Office must communicate this to the Initial Contact immediately. Likewise, the Initial Contact must immediately advise the Production Office of any customer dissatisfaction, failure to meet FRANCHISOR's standards, or failure to meet the requirements of the particular job.
- 11.3 If reservicing is required, the Production Office should perform the reservicing. Occasionally, due to a personality conflict or other reason, the customer or insurance company personnel may prefer that another production person handle the reservicing. In this case, a reservicing charge shall be deducted from the amount due to the Production Office.
- 11.4 The Initial Contact's right to deduct for reservicing is subject to the following limitations:
- a. The Initial Contact may deduct only an amount which reflects a reasonable charge for the amount of additional service reasonably required to reservice the customer.
  - b. The Initial Contact shall in each instance notify the Consultant of the reservicing charge.
  - c. The amount of the reservicing charge may not be in excess of 35% of the job, unless the Consultant determines, with FRANCHISOR's concurrence, that the circumstances merit an additional amount.
  - d. The Initial Contact must still remit payment to the Production Office within 10 days. (See Appendix A.)

- 11.5 The Initial Contact should notify the Consultant of any customer dissatisfaction with the Production Office or failure to meet SERVPRO job process standards or specific job standards. Remedial action should be taken by the Consultant. If substandard work continues, the FRANCHISOR will review the situation to determine whether a default notice should be sent to the Production Office for failure to comply with the Franchise License Agreement. FRANCHISOR may also eliminate the Production Office from receiving referral work, National Accounts or Commercial Accounts referrals. This is important in order to protect the SERVPRO® name and the reputation of each OPERATOR.

## **Section 12. Insurance Requirements.**

- 12.1 As a condition of accepting referrals under Territorial Policy, the Production Office agrees to accept full responsibility for all acts and omissions of the Production Office or the Production Office's employees or agents. This responsibility extends to all injury or damage caused by the Production Office or any employees or agents of the Production Office, and includes all negligent and intentional acts.
- 12.2 When work is referred to the Production Office, the reputation and credibility of the SERVPRO® System and the Initial Contact may be affected by the Production Office. Therefore, an OPERATOR must meet certain minimum insurance requirements in order to receive referrals under Territorial Policy. Proof of minimum coverage requirements MUST be on file at FRANCHISOR; Franchisor's current insurance requirements will be communicated to Operator from time to time.
- a. Servpro Franchisor, LLC must be named as an additional insured on your CGL and pollution liability policies. Servpro Franchisor, LLC must be listed as a certificate holder on your other policies. The liability policies must contain a provision that Your insurance coverage is primary to any insurance coverage maintained by us. If you own multiple licenses, each franchise owned must be listed individually on the policies.
  - b. The policies may not be canceled or modified without at least 30 days prior written notice to us. A currently effective Certificate of Insurance reflecting full compliance with the requirements must be on file with FRANCHISOR at all times for each of Your Franchises.
  - c. Any subcontractors hired by OPERATOR must provide OPERATOR with proof of insurance coverage according to Franchisor's current requirements, as communicated to Operator from time to time. An OPERATOR who provides coverage on behalf of the subcontractor will be deemed to have met this provision.
- 12.3 If an OPERATOR fails to maintain proof of satisfactory coverage on file with FRANCHISOR, OPERATORS should not refer work to the non-complying OPERATOR. The Initial Contact may perform the work or refer the work to any other OPERATOR. If a coverage lapse occurs, reinstatement of referral and commission eligibility can be expected to take up to 30 days from receipt of proof of coverage at FRANCHISOR.

## **Section 13. National Accounts, Select National Accounts, Commercial Accounts, Catastrophic Losses and Zip Code Assignments.**

- 13.1 National Account, Select National Accounts, Commercial Accounts, and other national programs are subject to the terms and conditions established by FRANCHISOR and as may be modified from time to time, in FRANCHISOR's sole discretion. This may include meeting qualifying criteria for larger losses, storm and repairs/reconstruction programs. In such events, the terms of the individual programs as designated by FRANCHISOR, and as may be designated by individual clients, shall apply, may differ significantly from the terms of this Territorial Policy and any such program terms shall govern. When and if OPERATOR qualifies and chooses to participate, FRANCHISOR may charge OPERATOR a fee totaling up to 5% of the gross billed price of the job for referring certain commercial losses to OPERATOR.
- 13.2 From time to time there will be storms, hurricanes, fires, micro-bursts, catastrophic events, commercial large losses, and the like ("Catastrophic Events"), which may exceed the capacities of individual franchisees and/or franchisees in the affected areas. Franchisor may establish programs from time to time to address these capacity issues and will communicate the terms to Operator, which programs may be modified from time to time in FRANCHISOR's sole discretion. The programs may include, without limitation:
- a. Establishing STORM teams comprised of franchisees from across the country registered in advance under a Storm Team Leader to respond to storms and Catastrophic Events around the country;
  - b. Establishing Large Loss Response Teams ("LLRT") to handle large commercial losses around the country, generally between \$50,000 and \$2,000,000. Insurance companies may request a list of qualified Franchises that will work under a pre-arranged set of criteria in servicing their commercial losses. Servpro's Commercial Large Loss Division ("CLLD") may review such referred losses for compliance with those pre-arranged criteria. Participating, qualified Franchises will be required to work jointly on a project under the terms of a CLLD-approved participation agreement and CLLD shall be notified when one is in place on all commercial projects;
  - c. Establishing Extreme Response Teams ("ERT") to handle very large commercial losses, generally over \$750,000. The ERT are mobilized to a Storm or catastrophic event at the request of Franchisor's CLLD.

These programs are represented under the umbrella term Servpro Disaster Recovery Team.

In order to be able to participate with one or more of these programs, each franchisee's qualifications must be reviewed and approved in advance by the designated Large Loss Division.

In such events, the terms of the individual programs will apply, may differ significantly from the terms of this Territorial Policy and any such program terms will govern. FRANCHISOR will encourage the use of the local OPERATOR to assist in producing the loss or to be available to observe and learn from the program participants.

- 13.3 OPERATOR may not travel outside the Operating Territory to solicit or perform work for Catastrophic Events unless:
- a. They are working with a local OPERATOR to assist in doubling capacity for Residential or Commercial Work, or assisting another OPERATOR with an individual loss for a specific



client or working with a Servpro Storm Site manager pursuant to a written participation agreement. All three of these exceptions are subject to OPERATOR's CLLD being notified by both phone and email and OPERATOR's CLLD providing authorization to travel. Both the local and traveling OPERATOR(s) must notify their assigned FBC via email;

- b. Authorized by Franchisor's CLLD to be working in the Catastrophic Event area; or
- c. Directed or requested by an insurance adjuster, other than a Public Adjuster, property manager or other center of influence to go into the Catastrophic Event area to perform work for specific customers. In such an event, OPERATOR must notify the local franchisees in whose Operating Territory OPERATOR is performing work ("Local Franchisees") and Servpro Storm Site Manager, if and when a Storm Site is established ("Storm Site Manager"), of their presence in the area and activities. If no Servpro Storm Site is setup, OPERATOR must contact Franchisor's CLLD via telephone and email for purposes of notification and authorization to travel. If OPERATOR is unable to establish personal phone contact, OPERATOR must report and seek authorization to travel via email from Franchisor's CLLD. OPERATORS are prohibited from performing any other jobs in the area other than the original specific referrals without working in conjunction with a local franchisee or Servpro Storm Site Manager pursuant to a written participation agreement.

13.4 Pursuant to the Franchise License Agreement, OPERATORS are licensed to operate the Franchise on a non-exclusive basis in and from the Operating Territory described and identified in the Franchise License Agreement executed between the OPERATOR and FRANCHISOR. In its sole discretion, FRANCHISOR may assign specific zip codes or other designated geographical markers, such as geocoding, to franchisees who are qualified to receive National Accounts, Select National Accounts and Commercial Accounts jobs and are otherwise eligible to receive job referrals from FRANCHISOR's National Call Center, including, without limitation, OPERATOR's Operating Territory and Open Territory. This process may be modified from time to time in FRANCHISOR's sole discretion. If qualified, jobs located in an OPERATOR's Territory are assigned to that OPERATOR, unless designated otherwise by FRANCHISOR. Regional Directors of Operations are responsible for assigning open area zip codes in unassigned locations for their assigned franchises to be serviced by the OPERATOR using the following criteria:

- a. Qualifying OPERATORS that have the service capacity and can service open area zip codes within four hours may be given the opportunity to service such open territory zip codes. The Regional Director of Operations is responsible for assigning open area zip codes.
- b. Open area zip codes that border only one OPERATOR Territory are assigned to the bordering OPERATOR, provided the OPERATOR is qualified, can and does service all Call Center referrals within four (4) hours.
- c. Open area zip codes that border more than one OPERATOR's Territory are assigned to a single OPERATOR by the Franchise Consultant Manager with agreement of all affected OPERATORS. If the OPERATORS and Regional Director of Operations involved cannot come to an agreement, the Regional Director of Operations will assign the open area zip codes in accordance with FRANCHISOR's policies, subject to Sections 13.5, 13.6, 13.7 and 13.8 below. First year OPERATORS will not qualify for open area zip codes assignments until the next scheduled zip code realignment or lottery in November.

- d. Franchisees must have at least one SMR in each Operating Territory to receive open area zip code assignments.
- 13.5 New OPERATORS will be immediately assigned those zip codes which fall within their Operating Territory upon completing the New Franchise Training Program, Business Development Program and Business Consultation Visits. The new OPERATOR will not qualify to have open area zip codes assigned to its franchise until such time as the Regional Director of Operations determines the new OPERATOR has the capacity and ability to accept open area zip code assignments.
- 13.6 As set forth in Section 13.4, the process for assigning zip codes, including zip codes in Open Territories, and the determination of which OPERATORS are eligible for assignment of zip codes, may be modified from time to time in FRANCHISOR's sole discretion. Such modifications may be made through Bulletins issued to OPERATORS, or such other means FRANCHISOR deems appropriate. Such future modifications may include a program whereby OPERATORS that meet qualification requirements established by FRANCHISOR may apply to service, on a non-permanent basis, zip codes located in Open Territories for a fee paid to FRANCHISOR. This program may also permit qualified OPERATORS to competitively bid against other qualified OPERATORS for the right to service, on a non-permanent basis, zip codes located in Open Territories. Any zip code assignments pursuant to this section would take precedent over any assignments identified above.
- 13.7 OPERATOR agrees to contract for and produce only those jobs, or portion of jobs, for which it has the expertise, capacity, approved training and / or pre-qualification. OPERATOR agrees to report and / or enter into any designated electronic system all commercial losses, regardless of source. In addition, for commercial losses with the possibility of exceeding \$50,000, regardless of source, the Commercial Large Loss Division will also be notified, the following will apply and FRANCHISOR or an affiliate may, in their sole discretion based upon size, scope and complexity of job:
- a. Perform various job file services such as reviewing and monitoring job file documentation; assign personnel to evaluate the size, scope and complexity of such large losses (which may include a visit to the job site);
  - b. Evaluate the ability of OPERATOR to produce such large loss jobs;
  - c. Assign an independent Large Loss Response Team member, Extreme Response Team member or others to coordinate, and/or guide production of any of such jobs or portions if FRANCHISOR or an affiliate determines that the job exceeds OPERATOR's expertise or capacity. OPERATOR will produce portions of the job for which FRANCHISOR or an affiliate, or such assigned personnel determines it has the expertise and capacity and OPERATOR will receive a pro rata portion of proceeds as set forth in any applicable joint participation agreement or as determined in FRANCHISOR or an affiliate's sole discretion. OPERATOR agrees to follow the recommendation of any such assigned personnel, which may include, without limitation, managing, bringing in other franchisees to produce or help produce the job, requiring OPERATOR to be the main contact and bill such clients, and/or enter into joint participation agreements with any such additional personnel;

- d. Arrange for review of all commercial invoices exceeding \$50,000 by a member of FRANCHISOR's commercial large loss division or other assigned personnel prior to submission to client or adjuster; and
- e. OPERATOR will estimate and bill in compliance with industry standards, norms and standards of sound business practices.

**Section 14. Enforcement Measures.**

- 14.1 OPERATORS are prohibited from violating Territorial Policy or entering into any agreements inconsistent with Territorial Policy and OPERATORS may not structure fees in such a manner as to evade Territorial Policy. If Territorial Policy or the Franchise License Agreement is violated, FRANCHISOR may suspend or eliminate various rights under Territorial Policy or the Franchise License Agreement. This may be done only by FRANCHISOR in writing.
- 14.2 Falsification of any invoice copies is a breach of the Franchise License Agreement, will be deemed conduct which reflects materially and unfavorably upon the SERVPRO® System and may result in loss of Convention Allowance, Royalty Volume Discounts, notices of default of the applicable Franchise License Agreements, and other corrective action deemed appropriate by FRANCHISOR.
- 14.3 OPERATORS are required to pay fees and commissions to other OPERATORS when due. Each OPERATOR is responsible for collecting any commissions due from other OPERATORS.
- 14.4 If an OPERATOR is delinquent in any moneys owed to FRANCHISOR, FRANCHISOR may instruct other OPERATORS in the area that when they are the Initial Contact and refer work to the delinquent OPERATOR, payment for the work shall be withheld and paid to FRANCHISOR, to be applied toward the delinquencies. This may be done in writing only by FRANCHISOR, with a copy of the notice sent to the delinquent OPERATOR.
- 14.5 If an OPERATOR violates this Territorial Policy by using unapproved Advertising, circulating advertising and/or conducting Solicitation activities in a manner that violates this Territorial Policy, the actual fact of the occurrence of damages and the actual amount of the damages which FRANCHISOR would suffer as a result of the violation are dependent upon many circumstances and conditions which could prevail in various combinations, and, therefore, it would be impracticable and extremely difficult to fix the actual damages. Damages which FRANCHISOR would suffer in the event of such a violation by an OPERATOR include, without limitation, potential impairment of goodwill associated with its Franchise System, the costs of administration of this Territorial Policy, and the inspection and supervision of actions resulting from, or required to remedy, violations of this Territorial Policy. Accordingly, if so elected by Franchisor, each OPERATOR agrees that it shall pay to FRANCHISOR, as liquidated damages and not as a penalty or forfeiture, a sum of up to \$5,000 as a result of each act or omission by the OPERATOR in violation of this Territorial Policy. OPERATOR agrees that this amount is a reasonable estimate of FRANCHISOR's actual damages and is a just and reasonable sum under the circumstances. In addition, FRANCHISOR may deny Convention Allowance for the reporting month in question and take such other measures as it, in its sole discretion, believes are warranted in order to ensure compliance with this Territorial Policy.

- 14.6 FRANCHISOR may, in its sole discretion and is in no way obligated to, accept a smaller amount of liquidated damages and use any other enforcement measures consistent with this Territorial Policy. In determining whether to accept a smaller amount, or use other enforcement measures, FRANCHISOR may consider the nature of the violation, the damage done to the SERVPRO® System and other OPERATORS and the number of previous violations. Any violation of this Territorial Policy is also a violation of the OPERATOR's Franchise License Agreement.

**Section 15. Modification, Interpretation and Administration of Territorial Policy.**

- 15.1 FRANCHISOR may modify Territorial Policy in whole or in part at any time or FRANCHISOR may discontinue Territorial Policy at any time. Any modifications will be made in writing only by FRANCHISOR and distributed to affected OPERATORS. FRANCHISOR may make modifications in specific cases where deemed necessary to further the goals of the SERVPRO® System. (See Appendix A)
- 15.2 Successful programs have periodically been organized in cooperation with retailers, property managers, property owners, or insurance companies. These programs often involve sharing of advertising costs, advertising of prices, and meeting specific requirements of retailers or insurance companies. To facilitate such programs, FRANCHISOR may approve limited modifications to this Territorial Policy, for programs organized with retail stores, property managers, property owners, or insurance companies and other programs. (See Appendix.)
- 15.3 Consultants monitor compliance with this Territorial Policy on behalf of FRANCHISOR and attempt to assure compliance by investigating possible violations and discussing them with the OPERATORS concerned. OPERATORS must cooperate with their Consultant and follow their instructions. In the event OPERATORS feels Consultant's instructions are not consistent with this policy, OPERATORS are to contact their Regional Director of Operations in writing identifying the instructions they feel are inappropriate and requesting clarification.
- 15.4 Questions on interpretation of this Territorial Policy should be directed to your assigned Consultant and/or Regional Director of Operations. Regional Director of Operations should direct any questions or issues they cannot resolve to FRANCHISOR's Legal Department. FRANCHISOR's interpretations of this Territorial Policy and its review of administrative decisions and other decisions are final and not subject to review.

## APPENDIX A

This APPENDIX contains examples which illustrate specific provisions of Territorial Policy. FRANCHISOR may update this Appendix periodically for clarification purposes without modifying Territorial Policy. Sections in this Appendix A correspond to those in the Territorial Policy.

### 2.11 Initial Contact - The OPERATOR that generates and receives a lead for Insurance Work.

A complication arises when one OPERATOR is contacted, but the adjuster or customer intended to contact another OPERATOR. The OPERATOR contacted by the adjuster or customer will be treated as the Initial Contact, unless there is compelling evidence to suggest this OPERATOR was not intended to receive the call.

An insurance adjuster calls SERVPRO® of B. The adjuster explains he is trying to reach SERVPRO® of A. SERVPRO® of B gives SERVPRO® of A's telephone number to the adjuster. SERVPRO® of A is the Initial Contact, because the adjuster intended to reach SERVPRO® of A, not SERVPRO® of B.

SERVPRO® of A was calling on and receiving work from Adjuster X. SERVPRO® of B received a call from one of Adjuster X's insureds, stating "SERVPRO" was one of several recommended firms. SERVPRO® of B is the Initial Contact because the insured contacted SERVPRO® of B. SERVPRO® of A's prior work does not make SERVPRO® of A the Initial Contact. The caller's intent is controlling.

### 2.12 Insurance Work - Cleaning and restoration services, other than routine cleaning not performed at the time of the restoration services, which arise as a result of an extraordinary occurrence relating to fire, water, storm, soot, smoke, vandalism, sewage or other damage restoration for which insurance is available, whether or not an actual insurance policy was in force, and any work requested to be performed for the same customer at the same time. Acts of God specifically excluded by some underwriters are included in this definition, for example, tornado, earthquake, flood, hurricane, hail, etc.

SERVPRO® of A refers a fire loss to SERVPRO® of B. When SERVPRO® of B arrives, the customer asks SERVPRO® of B to clean her sofa that became soiled through use (not damaged by the fire). The cleaning of the sofa is also Insurance Work.

The customer calls back a year later. She states the sofa has become soiled and she would like SERVPRO® of A to clean it again. At this point, the sofa cleaning is not Insurance Work.

A construction company contacts SERVPRO® of A to perform damage restoration. Even though an insurance company is not involved, this is Insurance Work.

The customer pays SERVPRO® of A directly for restoration work and does not turn the loss into the insurance company. This is Insurance Work.

SERVPRO® of A performs damage restoration for a customer that is less than the customer's deductible. This is Insurance Work.

3.3 Advertising and Promotion. A telephone directory serving a major metropolitan area may cover more than one Operating Territory. There are several Operating Territories in this metropolitan area and the directory includes all of the Operating Territories. Each of the OPERATORS may advertise in the directory as it meets the test of covering approximately 50% of their Operating Territory. A small publication services two franchise operating territories. The publication is not large enough to cover the majority of either franchise territories. So long as the majority of the publication's coverage area is in a franchisee territory, that franchisee is permitted to advertise in that publication. A second test can be utilized which measures the population within the franchise territory serviced by the publication. In the event approximately 50% of the population in the territory is serviced by the publication, it will be deemed acceptable. This provision allows franchises with large geographic areas to utilize publications that service a major city within their Operating Territory which does not necessarily encompass approximately 50% of their geographic territory as compared to the population within the territory.

3.20 SERVPRO® of A receives a call from a property management company headquarters or management office. The caller has the authority to authorize A to produce an ERP for buildings the property management company manages that are located outside of A's Operating Territory. A may produce an ERP for those buildings regardless of where they are located.

SERVPRO® of A receives a call from an individual property manager located in their Operating Territory. This property manager requests A produce an ERP for buildings the property management company manages or owns in another Operating Territory. This referral source does not have authority to authorize you to perform the ERP for the other property, but gives the name of another individual property manager to contact (solicit) about performing the ERP. Because the first property manager does not have the authority to authorize the ERP, only the ability to introduce SERVPRO® of A to a contact person at the other property, A may not produce the ERP for the individual property manager located outside of A's territory because A will have to solicit permission outside of A's Operating Territory in order to do so.

SERVPRO® of A has an insurance agent or broker located in their territory. The insurance agent or broker requests that A solicit an ERP for some or all of the agent or broker's clients including those outside of OPERATOR's Operating Territory. OPERATOR A may not solicit an ERP for clients of the insurance agent or broker located outside of their Operating Territory.

4.1 Solicitation of Direct Work. No OPERATOR may solicit for Direct Work in another OPERATOR's Operating Territory except as may be expressly provided in this Territorial Policy. Solicitation in Open Territory is allowed but must stop in the event the Open Territory is sold to another OPERATOR.

SERVPRO® of A receives a call from a homeowner who wishes to have her carpets cleaned. SERVPRO® of A has not made an effort to solicit this customer. The home is in the Operating Territory of SERVPRO® of B. There is no Insurance Work involved. This work may be estimated and performed by SERVPRO® of A.

There may be situations that warrant solicitation of a major retailer located in the Operating Territory of another OPERATOR. This solicitation must have prior written authorization from FRANCHISOR.

SERVPRO® of A has an agreement with Retailer R to be Retailer R's in-home cleaning division. A homeowner located in SERVPRO® of B's Operating Territory, contacts SERVPRO® of A and communicates he is calling to inquire about Retailer R's cleaning services or as a result of a referral from Retailer R. Authorized solicitation took place establishing the retailer account between Retailer R and SERVPRO® of A. SERVPRO® of A may perform services on behalf of the arrangement with Retailer R in another OPERATOR's Operating Territory.

- 7.7.c Executive Y of XYZ Insurance Company tells FRANCHISOR that it does not want SERVPRO® of B to do any Insurance Work for XYZ Insurance Company. FRANCHISOR may notify all OPERATORS in the area that when they refer work, the work from XYZ Insurance Company should not be referred to SERVPRO® of B until further notice.

SERVPRO® of A receives a job in SERVPRO® of B's Operating Territory. Part of the job requires a contractor's license in order to perform the services. SERVPRO® of B does not currently have a contractor's license and SERVPRO® of A has confirmed this with the assigned Consultant for SERVPRO® of B. SERVPRO® of A either performs the job or refers the job to another OPERATOR. For the portion of the job that requires a contractor's license, no Territory Commission will be due to SERVPRO® of B.

- 11.4.d The Initial Contact or the insurance company refers a \$1,000 insurance job to the Production Office and writes the estimate. After the Production Office does the job, the Initial Contact or the Insurance Company telephones the customer. The customer is unhappy with the job and requests that the Production Office not be sent back. The Initial Contact now handles the reservicing. The cost of the reservicing to please the customer was \$140 using Xactimate estimating programs. The following calculations should be used to handle this situation: Assuming the amount of the insurance job is \$1,000 and the default fee for estimating and referral apply, the Initial Contact would normally receive 10% or \$100 and the Production Office would normally receive 90% or \$900. In this case, the Initial Contact may deduct the reservicing costs of \$140 from the amount which would be paid the Production Office and the Production Office receives \$760.

**APPENDIX B**

**SOLICITATION/DIGITAL MARKETING APPROVAL FORM**

Pursuant to Section 4.2 of Servpro's Territorial Policy, I am authorizing SERVPRO® of \_\_\_\_\_  
\_\_\_\_\_ to:

1. Solicit Centers of Influence located in your territory for SERVPRO®  
of \_\_\_\_\_.

2. Conduct Paid Digital Advertising in your territory for SERVPRO®  
of \_\_\_\_\_.

Based on our observations, your franchise is electing not to follow Servpro's recommended marketing program. You do not have the recommended number of SMRs based on Servpro's Stages Model or at least one SMR for each of your franchise Operating Territories. We understand this is a personal decision you have made regarding the business plan for your territory. We hope you will understand that Servpro Franchisor, LLC's goal is that each franchise is following its recommended and proven operating system. We do not believe it is appropriate for Centers of Influence in your Operating Territory to remain unsolicited.

This approval is being granted for a six (6) month period from the date of this letter and will be renewed for additional six (6) month periods of time until such time as you hire and train sales representatives for your territory as recommended by Servpro Franchisor, LLC's operating system criteria. We will continue to support your efforts to develop your Operating Territory to the best of our ability utilizing your business plan as our guide.

Should you have any questions, please contact me directly.

\_\_\_\_\_  
Regional Director of Operations

cc: SERVPRO® of (Franchise granted permission to solicit/digitally advertise)

Operator File



**EXHIBIT E**

**SECURED PROMISSORY NOTE AND SECURITY AGREEMENT**

## SECURED PROMISSORY NOTE

\$ \_\_\_\_\_  
\_\_\_\_\_ % per Annum

Gallatin, Tennessee

FOR VALUE RECEIVED, the undersigned makers, jointly and severally, promise to pay to the order of Servpro Franchisor, LLC (“Servpro”), a Delaware limited liability company, with its principal place of business located at 801 Industrial Boulevard, Gallatin, Tennessee 37066, or at such other place as holder may designate from time to time, the principal sum of \_\_\_\_\_ AND 00/100 DOLLARS (\$ \_\_\_\_\_) with interest to accrue on unpaid principal and interest at the rate of \_\_\_\_\_ PERCENT (\_\_\_\_\_% ) per annum, payable in \_\_\_\_\_ (\_\_\_\_) equal monthly installments of \_\_\_\_\_ (\$ \_\_\_\_\_), payable on the \_\_\_\_\_ (\_\_\_\_) day of each month, commencing the third (3<sup>rd</sup>) month following execution of a Franchise License Agreement by an authorized officer of Servpro, with any remaining sums owing under this note, including unpaid balance of principal and interest, all due and payable on or before eight calendar years (96 months) thereafter.

At holder’s election, holder may apply all sums and fees owing by holder to makers under any Franchise License Agreement, or any other agreement or obligation, against the monthly principal, interest and other payments due hereunder. The undersigned shall all be deemed makers and will be jointly, severally and individually liable as makers. Makers agree that amounts charged constitute a Time-Price Differential as defined in TCA §47-14-101 et seq. The indebtedness under this note may represent financing provided to makers by Servpro for the purpose of makers purchasing vehicles or equipment from Servpro Distribution, LLC.

Makers may prepay principal in any amount from time to time without penalty. Should any payment not be paid when due, it shall thereafter bear like interest as the principal. Payments shall first be credited against any outstanding fees and expenses, then against interest, and finally against principal. Should default be made in any payment due hereunder or in any other agreement between makers and holder, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due and payable; provided, however, that holder may not so declare the whole sum of principal and interest payable until after thirty (30) days of nonpayment have elapsed from the due date of any such payment.

If makers default on any payment of this note, makers agree to pay all costs and expenses of collection, including reasonable attorney's fees. Whenever any one of said installments, the maturity of which has not been accelerated, is not paid on the date as above agreed, the undersigned, jointly and severally, promise to pay to the holder hereof a late fee of fifty dollars (\$50) on any installment which has become due and remains unpaid for a period in excess of five (5) days. Payee may assess said late fees at its discretion.

In addition to other rights and remedies of holder, the holder of this note may, at its option, accelerate the maturity of all amounts due hereunder upon the happening of any of the following events, in which event the unpaid balance of the note (including unpaid principal, accrued and unpaid interest to the date of payment, any advances made by holder pursuant to this note and any other charges or fees to which holder is entitled) shall become immediately due and payable without demand or notice: insolvency or commission of any act of insolvency; filing of a petition in bankruptcy, either voluntary or involuntary; institution of any proceeding under any bankruptcy or insolvency laws relating to the relief of debtors; entry of material judgment; appointment of a receiver; issuance of a right of attachment; order of material garnishment; assignment, mortgage or pledge of accounts receivable or other secured property without the written consent of the holder hereof; if at any time the holder shall consider the security of the loan unsatisfactory or insufficient and the undersigned shall not on demand furnish such further collateral or such payment on account as shall be satisfactory to the holder; if at any time, in the sole opinion of the holder hereof, the financial position of the undersigned becomes impaired or unsatisfactory to the holder; any of the undersigned commits a material breach of any agreement with Servpro Franchisor, LLC, or ceases to be a franchisee or distributor of Servpro Franchisor, LLC; or failure to pay any financial obligation whatsoever owing to Servpro Franchisor, LLC or to holder; or application is made by any judgment creditor for an order directing the holder hereof to pay over any money.

No extension of time for payment of all or any part of the amount owing herein at any time or times shall affect the liability of the undersigned or any guarantors. No failure or delay by the holder in exercising any right under this Note shall operate as a waiver of such right, nor shall any single or partial exercise of any right exclude the further exercise thereof or the exercise of any other right. Makers waive demand, presentment for payment, notice of nonpayment, notice of protest of this Note and the right to assert in any action or proceeding with regard to this Note any setoffs or counterclaims which the makers may have. In addition, after default of this Note by makers, makers consent to the foreclosure and disposition of Collateral described in the Security Agreement without notice, and makers waive all objections, claims, defenses, affirmative matters and errors that may exist to the benefit of makers.

This note is secured by a Security Agreement. Should the undersigned or their successors in interest sell, contract to sell, lease, sublease or otherwise dispose of or transfer the collateral therein described or any interest therein; or should the undersigned not remain a franchisee of Servpro Franchisor, LLC; or should the undersigned default under any Franchise License Agreement or any other obligation to Servpro Franchisor, LLC or to holder, at holder's election, all sums hereby secured will be immediately due and payable.

In the event any provision (or any part of any provision) contained in this Note is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) has never been contained herein but only to the extent it is invalid, illegal or unenforceable.

Regardless of any provisions contained herein, holder shall not be entitled to receive, collect, or apply as interest on any note, any amount in excess of the maximum permitted by law, if any, and, in the event holder ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be deemed a partial prepayment of principal and treated as such, but if the principal of the note is paid in full, any remaining excess shall forthwith be paid to makers. In no event shall holder be subject to any penalties, if any, provided by any laws for contracting for, charging or receiving interest in excess of the maximum permitted by law.

**[Name of Operator]:**

By: \_\_\_\_\_  
[Name], individually and on behalf of  
any company or business entity in which  
I may have an ownership interest, now or in  
the future.

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

By: \_\_\_\_\_  
[Name], individually and on behalf of  
any company or business entity in which  
I may have an ownership interest, now or in the  
future.

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

## SECURITY AGREEMENT

SECURITY AGREEMENT ("Security Agreement") effective as of the date first written below, executed by \_\_\_\_\_ (individually and collectively, if more than one, "Debtor"), in favor of SERVPRO FRANCHISOR, LLC, a Delaware limited liability company with its principal place of business located in Gallatin, Tennessee (sometimes herein called "Servpro" or "Secured Party"). Debtor hereby agrees to the following terms and conditions:

1. Creation and Attachment of Security Interest

Debtor hereby grants and assigns to Secured Party first, prior, and superior security interests in and to all the collateral described in paragraph 2 of this Security Agreement, to secure full and prompt payment of all royalty fees, fixed fees, advertising fees, credit sales in the form of trade receivables, performance of all other covenants pursuant to any Franchise License Agreements, Training and Distribution and/or Independent Contractor Agreements executed by Debtor and Secured Party and any extensions and renewals thereof (individually and collectively "Franchise Agreements"), equipment leases or sales, promissory notes, and all other agreements and obligations now due Secured Party or hereafter incurred (collectively, the "Obligations").

The security interest created hereby secures the full and prompt payment of all Obligations whether now existing or hereafter incurred. Should Debtor or its successors in interest sell, contract to sell, or otherwise dispose of or transfer the Collateral (described below), or any interest therein, except for the sale of inventory or stock in trade in the ordinary course of business, all outstanding Obligations will, at the option of Secured Party, be immediately due and payable. Debtor further agrees to notify Secured Party within the time period stated in any Franchise Agreements prior to any attempted transfer by Debtor and to comply with the transfer provisions of these agreements including completion and approval by Servpro of the then-current Servpro transfer requirements.

In the event that any Collateral requires perfection by possession and such Collateral is not presently or hereafter delivered to Secured Party, it will nevertheless be deemed to be Collateral.

2. Description of Collateral

The Collateral covered by this Security Agreement and in which a security interest is hereby granted and transferred to Secured Party is as follows: All interests in any Servpro Franchisor, LLC franchises and the businesses operated under such franchises either now owned or in which Debtor gains rights in the future, all of Debtor's tangible and intangible personal property comprising such Servpro franchised businesses and any related or connected businesses, including all accounts, accounts receivable, cash, cash deposits, amounts owed by others, chattel paper, collateral, deposit and checking accounts, equipment (including computers, peripherals, and software), goods, instruments, inventory, vehicles, note proceeds, stock in trade, trade receivables, contract rights, including all interests in any Franchise Agreements, general intangibles including business trade name and goodwill, and all of the above, wherever located, whether now owned or hereafter acquired, including the products and proceeds thereof, all replacements and substitutions therefor, and all additions, replacements, attachments and accessions in which Debtor now or hereafter has an interest (collectively, the "Collateral").

In the event that Debtor purchases a vehicle from Servpro or its affiliates or if Servpro or its affiliates finance the purchase of a vehicle, Debtor agrees to register the vehicles that comprise part of the Collateral in their state according to state laws and regulations, listing Secured Party and, if requested, its affiliates as first priority lienholders. If the original recorded titles to the vehicles are

returned to Debtor, Debtor agrees to promptly forward the original recorded titles to Secured Party, and Secured Party or its affiliates shall hold said titles until such time as the indebtedness for the vehicle is paid in full. Any failure to either record Secured Party and, if requested, its affiliates as a first priority lienholders on the title, or failure to promptly forward the vehicle titles to Secured Party, will be deemed a breach and default of the promissory note and this security agreement.

3. Representations, Warranties and Covenants of Debtor

Debtor hereby represents and warrants to and covenants with Secured Party that:

- a. Except for the security interest created by this Security Agreement, Debtor is the legal and equitable owner of all the Collateral, and no other person or entity has any right, title, interest or claim in or to the Collateral or any part of the Collateral, other than a purchase money security interest in specific tangible items of which Debtor has given Secured Party at least five (5) days' prior written notice.
- b. The Collateral is and will be located at Debtor's franchise location(s) except to the extent such collateral is a general intangible or contract such as any Franchise Agreements, and will not, during the continuance of this Security Agreement, be removed from those premises without the prior written consent of Secured Party other than in the ordinary course of business in serving customers.
- c. If a business entity, Debtor has been duly formed and exists as a business entity in good standing under the laws of its jurisdiction of organization and has authority to enter into and perform this Security Agreement.
- d. Debtor utilizes no trade names in the conduct of its business except as stated above and in its Franchise Agreements with Servpro, and has not changed its name, been the surviving entity in a merger, or acquired any other business.
- e. Debtor will not change its name or trade name, or transfer its interest in the same, without notifying Secured Party ten (10) business days prior to such event and shall not violate any Obligations of any Franchise Agreements with respect thereto.
- f. Debtor will not take any action that would delay, diminish, frustrate, or void this Security Agreement. Debtor understands that time is of the essence regarding all actions to be taken under this Security Agreement.
- g. Debtor will pay (i) promptly when due, all costs of and taxes on the filing of financing statements, continuation statements, termination statements and any other publicly filed documents with respect to the security interests created hereby, (ii) prior to delinquency, all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Security Agreement, (iii) upon demand by Secured Party, any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Secured Party in protecting, preserving or enforcing Secured Party's rights under or in respect of this Security Agreement, any of the Obligations or any of the Collateral, and (iv) upon demand by Secured Party, interest on any amounts due and owing from Debtor to Secured Party hereunder, from the date due until paid, at the maximum rate allowed by law (the "Interest Rate").

4. Maintenance and Repair of Collateral  
To the extent such collateral is tangible; Debtor shall maintain the Collateral, and each part of the Collateral, in good order and repair at Debtor's own cost and expense and shall never use the Collateral, or any part of the Collateral, in a manner resulting, or likely to result, in waste or unreasonable deterioration of the Collateral.
  
5. Insurance  
To the extent the Collateral is tangible, and until full and final satisfaction of the Obligations and termination of this Security Agreement by Secured Party, Debtor, at Debtor's own cost and expense, shall keep the Collateral, and all parts of the Collateral, insured for its full value against damage or loss resulting from any and all risks to which it might foreseeably be exposed and any risks designated by Secured Party. Each such policy of insurance shall be issued by an insurance company acceptable to Secured Party and shall provide for the loss payable under it being paid to Debtor and Secured Party and, if requested, its affiliates as their interests may appear. A certificate of insurance, and, if requested, a duplicate copy of each such policy shall be delivered by Debtor to Secured Party.
  
6. Taxes and Assessments  
Debtor shall pay from its own funds, as they become due, any and all taxes and assessments levied or assessed against the Collateral, or any part of the Collateral, prior to the full and final satisfaction of the Obligations and termination of this Security Agreement by Secured Party.
  
7. Disposition of Collateral  
Debtor shall keep the Collateral separate and identifiable from other property owned by Debtor or located on the same premises as Collateral, and Debtor shall not, without the prior written consent of Secured Party, sell, encumber or otherwise dispose of any portion of the Collateral, except as authorized in this Security Agreement.  
  
Debtor shall transfer possession of all instruments, documents, and chattel paper that are part of the Collateral to Secured Party upon request and as to those hereafter acquired, immediately following acquisition; notify Secured Party of any change occurring in or to the Collateral, or in any fact or circumstance warranted or represented by Debtor in this Security Agreement or furnished to Secured Party or if any Event of Default occurs.
  
8. First and Prior Lien  
This Security Agreement grants to Secured Party a first and prior lien and security interest to secure the prompt payment of all Obligations. If Secured Party disposes of all or any part of the Collateral following default by Debtor, all proceeds from such disposition shall be applied first against all monetary obligations to Secured Party incurred under any promissory notes and equipment leases, in the order in which such indebtedness was incurred, and thereafter to the payment of monetary obligations due Secured Party pursuant to any Franchise Agreements, and lastly to satisfy any other Obligations.
  
9. Inspection Rights  
Secured Party, either in person or by agent, shall have the right at any and all reasonable times and at reasonable intervals to enter the premises where any tangible Collateral is located or the records relating to any intangible Collateral are maintained and inspect the same.

10. Payment by Secured Party

Secured Party may, at its option, but shall not be required to, pay on behalf of Debtor and on the account of Debtor any taxes, assessments, liens, insurance premiums, repair costs or maintenance costs or other amounts that, pursuant to the terms of this Security Agreement, should have been but were not paid by Debtor. Secured Party shall also have the right, at its option, to enter the premises where the Collateral or any part of the Collateral is located, and cause to be performed, as agent and on the account of Debtor, any such acts as Secured Party may deem necessary for the proper repair or maintenance of the Collateral or any part of the Collateral if applicable. Any moneys expended or expenses incurred by Secured Party under this paragraph shall be a part of the Obligations, shall be secured by the security interest created by this Security Agreement and shall be due and payable by Debtor to Secured Party, together with interest at the Interest Rate, on demand.

11. Power of Attorney.

a. Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Debtor or in Secured Party's own name, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the intent and purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Secured Party the power and right, on behalf of Debtor, without notice to or assent by Debtor, to do the following:

- (1) to file financing statements with respect hereto, with or without Debtor's signature, or a copy of this Security Agreement in substitution for a financing statement, as Secured Party may deem appropriate and to execute in Debtor's name such financing statements and amendments thereto and continuation statements that may require signature; and
- (2) at any time or from time to time upon the occurrence and during the continuance of an Event of Default, and at Debtor's expense, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the UCC of the jurisdiction and as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and do all other acts and things that Secured Party deems necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein, or in order to effect the intent and purposes of this Security Agreement, all as fully and effectively as Debtor might do, including:
  - (A) sending requests for verifications of accounts to customers;
  - (B) notifying account debtors and other persons obligated on Collateral to make payments in respect thereof direct to Secured Party, and take control of all proceeds thereof;
  - (C) change the address for delivery of Debtor's mail and email to an address designated by Secured Party;
  - (D) receiving mail and communications addressed to Debtor;

- (E) endorsing any checks, notes, acceptances, money orders, drafts or other forms of payment or security that may come into Secured Party's possession;
  - (F) signing or otherwise affirming any invoice or bill of lading relating to any account, on drafts against customers, on schedules of assignments of accounts, on verification of accounts and notices to customers and on notices of assignment, applications for noting of liens on certificates of title and other public records or documents of any kind as necessary or desirable to insure perfection or enforceability of Secured Party's security interests in Collateral;
  - (G) filing and prosecuting registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes;
  - (H) exercising voting rights with respect to voting securities or member interests, which rights may be exercised, if Secured Party so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities or member interests; and
  - (I) executing, delivering and recording, in connection with any sale or other disposition of any Collateral, endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral.
- b. To the extent permitted by law, Debtor hereby ratifies all that is lawful to do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until the Obligations have been fully and finally satisfied.
- c. The powers conferred on Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Debtor for any act or failure to act, except for Secured Party's own gross negligence or willful misconduct.

12. Assignment by Secured Party

Secured Party may assign its rights under this Security Agreement and the security interest created by this Security Agreement. Should Secured Party assign its rights under this Security Agreement or the security interest created by this Security Agreement, Secured Party's assignee shall be entitled, on written notice of the assignment being given by Secured Party to Debtor, to all performance required of Debtor by this Security Agreement and all payments, moneys and other performance secured by this Security Agreement including compliance with the Franchise Agreements, as applicable.



13. Default

The following occurrences or any one or more of the following events shall constitute an Event of Default hereunder:

- a. Failure to pay any royalty fee, fixed fee, advertising fee, or other charges in respect to any obligations under any Franchise Agreements or any credit sales or other amounts due under any other agreement, or failure to pay any principal, interest, or other charges due under any promissory note or equipment lease now or hereafter made by Debtor in favor of Secured Party.
- b. Breach of any covenant or agreement set forth herein or in any Franchise Agreements or in any other agreement, heretofore, now, or hereafter executed by Debtor with or in favor of Secured Party.
- c. Breach of any of the Obligations.
- d. Any representation, warranty, certificate, or other information made or furnished to Secured Party by or on behalf of Debtor under this Security Agreement is false or misleading in any material respect, either now or at any time made or furnished.
- e. Loss, theft, damage, or destruction of any material portion of the Collateral for which there is either no insurance coverage or for which, in the opinion of Secured Party, there is insufficient insurance coverage.
- f. The making of any levy, seizure, attachment or lien upon the Collateral.
- g. Debtor or any of its subsidiaries or guarantors (1) terminate or suspend the operation of any portion of its business; (2) apply for or consent to the appointment of a receiver, trustee, or liquidator of itself or of all or a substantial part of its assets; (3) be unable, or admit in writing its inability to pay its debts as they fall due; (4) make a general assignment for the benefit of its creditors; (5) be adjudicated a bankrupt or insolvent; or (6) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding, or any action shall be taken by it for the purpose of effecting any of the foregoing.
- h. The Collateral declines in value or becomes unsatisfactory to Secured Party.

14. Remedies

Should Debtor fail to perform any provision of this Security Agreement to be performed on its part, or should Debtor fail to pay any obligation secured by this Security Agreement or the security interest created by this Security Agreement as it becomes due, or should there occur an Event of Default, then Debtor shall be in default of this Security Agreement and Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Tennessee or other applicable jurisdiction and, in addition, shall have the following rights and remedies:

- a. Accelerate the maturity of any or all Obligations, with or without notice;
- b. Enter on Debtor's premises to assemble and take possession of the Collateral;

- c. Require Debtor to assemble the Collateral and make it available to Secured Party at a place designated by Secured Party that is reasonably convenient to both Debtor and Secured Party;
- d. Enter Debtor's premises and dispose of the Collateral in the manner provided by the Uniform Commercial Code of Tennessee or other applicable jurisdiction, on Debtor's premises or elsewhere;
- e. Sell, assign and deliver the whole, or any part of the Collateral at one or more public or private sales, without demand, advertisement or notice to the undersigned, which are hereby expressly waived and released, except as required by applicable law. Secured Party will first deduct from the proceeds all costs and expenses of such sale including preparing the tangible collateral for sale, storing and handling the Collateral, advertising the sale and then deducting the primary indebtedness secured by and through this Security Agreement. At any such sales, Secured Party may purchase any or all of the property sold free from any claim or right of redemption of the undersigned, which are hereby waived and released to the extent permitted by applicable law; and
- f. To the extent permitted by applicable law, take over the franchised business designated above free and clear of all rights and claims of any other party. In order to facilitate the transfer of the franchised business, Debtor shall fully and promptly cooperate with Secured Party to prepare and sign any and all documents that Secured Party might deem reasonably necessary to effect the transfer from Debtor to Secured Party.

15. Financing Statements; Further Assurances.

Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file, in any jurisdiction, financing statements (including any amendments thereto) that cover the Collateral and that (a) indicate the Collateral as all assets of Debtor or words of similar effect, or as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by the UCC for the sufficiency or filing office acceptance of any initial financing statement or amendment, including whether Debtor is an organization, the type of organization and any organization identification number issued to Debtor and, in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which the Collateral relates. Debtor agrees to furnish any such information to Secured Party promptly upon request. Debtor also ratifies its authorization for Secured Party to have filed in any jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

16. Waiver

Neither the acceptance of any partial or delinquent payment by Secured Party nor Secured Party's failure to exercise any rights or remedies on default by Debtor shall be a waiver of the default, a modification of this Security Agreement or Debtor's Obligations under this Security Agreement, or a waiver of any subsequent default by Debtor. To the extent permitted by applicable law, Debtor consents to the foreclosure and disposition of Collateral after default with or without notice, and Debtor waives all objections, claims, defenses, affirmative matters and errors that may exist to the benefit of Debtor.

17. Notices

Except as otherwise expressly provided in this Security Agreement or by law, any and all notices or other communications required or permitted by this Security Agreement or by law to be served on, given to, or delivered to either party to this Security Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered to the party to whom

it is directed, or in lieu of such personal delivery, when deposited in the United States mail, certified or registered, postage prepaid, or by private express courier addressed to Secured Party at 801 Industrial Drive, Gallatin, TN 37066, or to Debtor at the address listed in Secured Party's files as the location of Debtor's Servpro franchise. Either party, Debtor or Secured Party, may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

18. Binding on Heirs, Successors and Assigns

This Security Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective parties hereto and their respective representatives and heirs, executors, administrators, successors and assigns. Nothing contained in this paragraph, however, shall be deemed a consent to the sale, assignment or transfer of the Collateral or its obligations under this Security Agreement by Debtor.

19. Entire Agreement

This Security Agreement, and all other writings referred to herein, including any promissory notes or equipment leases as may be executed by Debtor, constitute the sole and only agreements between the parties respecting the Collateral or the security interests granted in the Collateral. This Security Agreement correctly sets forth the rights, duties and obligations of each party to the other party with respect to the Collateral and the security interest hereby created in the Collateral as of this date. Any prior written or oral agreements, alleged promises, negotiations or representations concerning the subject matter of this Security Agreement not expressly set forth herein or in the writings referred to herein, including any promissory notes or equipment leases, are of no force or effect.

20. Venue and Governing Law

Debtor hereby consents that any legal action arising out of or relating to this Security Agreement and the relationship of Debtor with Secured Party shall be brought in the United States District Court for the Middle District of Tennessee in Nashville, Tennessee, or the Circuit Court or Chancery Court of either Davidson or Sumner County, Tennessee. Debtor hereby irrevocably submits to the jurisdiction of such Courts and waives any objection it may have to either the jurisdiction or venue of such Courts. This Security Agreement and any promissory note(s), the rights granted and the relationship created hereunder shall be governed, interpreted and construed in all respects in accordance with the internal laws of the State of Tennessee without reference to its conflicts of laws principles.

21. Severability

Any provision of this Security Agreement that is prohibited or unenforceable with respect to any person or circumstance or in any jurisdiction shall, as to such person, circumstance or jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement or affecting the validity or enforceability of such provision with respect to other persons or circumstances or in any other jurisdiction.

22. Miscellaneous.

- a. If Debtor is comprised of more than person or entity, the Obligations and the obligations of Debtor hereunder shall be joint and several obligations of all such persons or entities.
- b. Neither this Security Agreement nor any provision hereof may be altered, amended, modified or changed orally, but may be so altered, amended, modified or changed only by an instrument in writing signed by the party against whom enforcement of such alteration, amendment, modification or change is sought.

- c. The headings in this Security Agreement and the usage herein of defined terms are for convenience of reference only, and shall not be construed as amplifying, limiting or otherwise affecting the substantive provisions hereof.
- d. Any reference herein to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all past, present or future amendments, restatements, modifications, supplements, extensions, renewals or replacements thereof, as the context may require.
- e. The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Security Agreement, refer to this Security Agreement as a whole and not to any particular provision of this Security Agreement.
- f. When used herein, (i) the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, (ii) "include", "includes" and "including" shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same, and (iii) unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and".
- g. Any reference herein to any law shall be a reference to such law as in effect from time to time and shall include any rules and regulations promulgated or published thereunder and published interpretations thereof.

We accept and agree to the terms and conditions contained in this Security Agreement on behalf of ourselves as individuals, on behalf of Debtors and any other company or business entity in which we may have an ownership interest, either now or in the future.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Debtor has executed this Security Agreement or has caused this Security Agreement to be executed as of the date first written below.

**DEBTOR:**  
**[Insert Name]**

By: \_\_\_\_\_  
[Name], individually and on behalf of  
any company or business entity in which  
I may have an ownership interest, now or in  
the future.

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

By: \_\_\_\_\_  
[Name], individually and on behalf of  
any company or business entity in which  
I may have an ownership interest, now or in  
the future.

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

**EXHIBIT F**

**DEPOSIT TO RESERVE TERRITORY**



**DEPOSIT TO RESERVE ADDITIONAL  
TERRITORY - EXISTING FRANCHISEE**

**SERVPRO FRANCHISOR, LLC**

801 Industrial Blvd.  
P. O. Box 1978  
Gallatin, TN 37066

Please accept the enclosed or submitted non-refundable check/payment from the undersigned in the amount of Three Thousand Dollars (\$3,000) (the "Deposit"), payable to Servpro Franchisor, LLC ("Servpro"), in exchange for Servpro's agreement to not sell a Servpro Franchise for the below described Territory to anyone else for a period of six (6) months from the date of our signature below. If we qualify and are approved to purchase a Servpro Franchise in accord with all of Servpro's then-current criteria for the purchase of additional franchises, which will include, but will not necessarily be limited to, Gross Volume, equipment, vehicles, personnel minimums and debt ratios, and if we complete our purchase within six (6) months, the Deposit will be credited towards our purchase of a Servpro Franchise to be located and operated in and for only the following described geographical territory:

\_\_\_\_\_ [insert territory description here] \_\_\_\_\_ in the  
State/Commonwealth of \_\_\_\_\_ (the "Territory").

We understand that if our Deposit is accepted, in addition to compensating Servpro for reserving the Territory, the Deposit will be applied as a credit toward our purchase of a Servpro Franchise to be located in the Territory if we qualify and are approved. We understand that the purchase price and other terms of purchase of the Franchise will be those currently in effect on the date of purchase and that Servpro may increase the price or otherwise materially change other terms of the Franchise purchase in the interim. We acknowledge that this Deposit cannot be assigned or used for a Franchise in a different territory without the prior written consent of Servpro. We understand this Deposit, once accepted by Servpro, is **non-refundable**, and will not be returned to us under any circumstances. We understand that if we do not qualify and complete the purchase of the Franchise for the Territory within six (6) months, the Deposit shall be retained by Servpro, and all of our rights hereunder shall automatically and immediately terminate without notice at the expiration of the six (6) month period.

*[Signature Page Follows]*

By our signature below, we hereby acknowledge and agree to the terms and conditions of this Deposit to Reserve.

**OPERATOR:**

By: \_\_\_\_\_  
[Name]

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

By: \_\_\_\_\_  
[Name]

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

Accepted in Gallatin, Tennessee.

**FRANCHISOR:**

SERVPRO FRANCHISOR, LLC

By: \_\_\_\_\_  
Authorized Signing Officer

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





**DEPOSIT TO RESERVE TERRITORY**

**PROSPECTIVE NEW FRANCHISEE**

**SERVPRO FRANCHISOR, LLC**

801 Industrial Boulevard  
P. O. Box 1978  
Gallatin, TN 37066

Please accept the enclosed or contemporaneously submitted non-refundable check/payment from the undersigned in the amount of Three Thousand Dollars (\$3,000) (the "Deposit"), payable to Servpro Franchisor, LLC ("Servpro"), in exchange for Servpro's agreement to not sell a Servpro Franchise for the below described Territory to anyone else for a period of six (6) months from the date of our signature below. If we qualify and are approved to purchase a Servpro franchise in accord with all of Servpro's then-current criteria for the purchase of new franchises, and if we complete our purchase within six (6) months, the Deposit will be credited towards our purchase of a Servpro Franchise to be located and operated in and for **only** the following described geographical territory:

\_\_\_\_\_ [insert territory description here] \_\_\_\_\_ in the  
State/Commonwealth of \_\_\_\_\_ (the "Territory").

We understand that if our Deposit is accepted, in addition to compensating Servpro for reserving the Territory, the Deposit will be applied as a credit toward our potential purchase of a Servpro Franchise to be located in the Territory if we qualify and are approved. We understand that the purchase price and other terms of purchase of the Franchise will be those currently available on the date of purchase and that Servpro may increase the price or otherwise materially change other terms of the Franchise purchase in the interim. We acknowledge that this Deposit cannot be assigned or used for a Franchise in a different territory without the prior written consent of Servpro. We understand this Deposit, once accepted by Servpro, is **non-refundable**, and will not be returned to us under any circumstances. We understand that if we do not qualify and complete the purchase of the Franchise for the Territory within six (6) months, the Deposit shall be retained by Servpro, and all of our rights hereunder shall automatically and immediately terminate without notice at the expiration of the six (6) month period.

By our signature below, we hereby acknowledge and agree to the terms of this Deposit to Reserve.

**PROSPECTIVE FRANCHISEE:**

Accepted in Gallatin, Tennessee.

**FRANCHISOR:**

SERVPRO FRANCHISOR, LLC

By: \_\_\_\_\_  
[Name]

By: \_\_\_\_\_  
Authorized Signing Officer

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

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

By: \_\_\_\_\_  
[Name]

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

**EXHIBIT G**

**LIST OF OWNERS, PARTNERS, MEMBERS, SHAREHOLDERS**

**LIST OF OWNERS, PARTNERS, MEMBERS, SHAREHOLDERS**

OPERATOR (as named below) and Servpro Franchisor, LLC (the “FRANCHISOR”) intend to enter into a Franchise License Agreement (the “Franchise Agreement”) pursuant to which FRANCHISOR will grant OPERATOR a non-exclusive license, right and privilege to use the Marks and the System in connection with the operation of the Franchise in and from a non-exclusive Operating Territory, as those capitalized terms are defined in the Franchise Agreement; and

WHEREAS, the undersigned, being all of the Owners, partners, members and/or shareholders of OPERATOR and the spouses or domestic partners of such Owners, partners, members and/or shareholders acknowledge that they shall benefit from the Franchise Agreement, and in consideration for the execution by FRANCHISOR of the Franchise Agreement, by their signatures below, they do hereby execute this List of Owners, Partners, Members, Shareholders in accordance with Section 2.5(b) of the Franchise Agreement for the purpose of binding and obligating themselves to adhere to all of the provisions of the Franchise Agreement in the manner provided for therein.

Any transfer of ownership interest in this business entity is subject to, and governed by, the transfer provisions in the Franchise Agreement to which this entity is a party, which requirements include, without limitation, obtaining the prior, written permission from FRANCHISOR.

Name of OPERATOR: \_\_\_\_\_

Form of OPERATOR: \_\_\_\_\_

Signature of All Owners, Partners, Members or Shareholders (and their Respective Spouses or Domestic Partners):

Percentage Ownership

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

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

This List of Owners, Partners, Members, Shareholders is effective as of the date above. Any change in the information of this form is subject to Section 2.5 and Article 5 of the Franchise Agreement and must be submitted to FRANCHISOR for prior written approval.

**EXHIBIT H**

**GUARANTY AGREEMENT**

## GUARANTY AGREEMENT

This GUARANTY AGREEMENT (“Guaranty”) is entered into by and between SERVPRO FRANCHISOR, LLC, a Delaware limited liability company having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 (“FRANCHISOR”), and \_\_\_\_\_ (collectively, “GUARANTOR”).

### RECITALS

WHEREAS, FRANCHISOR intends to or has entered into a Franchise License Agreement and related agreements (the “Franchise Agreement”) pursuant to which FRANCHISOR will grant or has granted \_\_\_\_\_ (“OPERATOR”), a non-exclusive license, right and privilege to use the Marks and the System in connection with the operation of the Franchise in and from a non-exclusive Operating Territory, as those capitalized terms are defined in the Franchise Agreement; and

WHEREAS, OPERATOR is obligated to comply with its terms and conditions (“Obligations”), including without limitation, to pay FRANCHISOR License Fees, Royalties, Fixed Fees, Brand Fund Fees, other periodic fees, charges, amounts, accounts, and to make payments of other various types to FRANCHISOR pursuant to and as a result of the terms of the Franchise Agreement; and OPERATOR may also periodically purchase from FRANCHISOR, its affiliates, or from FRANCHISOR’s Distributors certain equipment, vehicles, cleaning products and other goods and services, and owe payments with respect to such purchases (all such types of payments collectively, the “Indebtedness”); and

WHEREAS, FRANCHISOR requires security for the performance of all Obligations of OPERATOR to FRANCHISOR under the Franchise Agreement and the payment by OPERATOR for all Indebtedness, and will enter into the Franchise Agreement with OPERATOR and sell, or cause to be sold to OPERATOR, equipment, cleaning products and other goods only if GUARANTOR guarantees the performance of the OPERATOR under the Franchise Agreement and guarantees the payments of all Indebtedness; and

WHEREAS, GUARANTOR is a shareholder, member, partner, individual owner, or other interested in inducing FRANCHISOR to enter into the Franchise Agreement with OPERATOR and otherwise desiring to foster the relationship between FRANCHISOR and OPERATOR, and GUARANTOR is willing to give such security to FRANCHISOR; and

WHEREAS, GUARANTOR has been properly disclosed with FRANCHISOR’s most current Franchise Disclosure Document (“FDD”), and has had an opportunity to review the FDD and Franchise Agreement and become familiar with its terms, and the contents of the Franchise Agreement are incorporated into this Guaranty by reference; and

WHEREAS, GUARANTOR warrants to FRANCHISOR that all of OPERATOR’s representations, warranties and certifications in the Franchise Agreement are true and correct;

NOW, THEREFORE, for and in consideration of the RECITALS, execution by FRANCHISOR of the Franchise Agreement, and the sale by FRANCHISOR, its affiliates and its Distributors of any equipment, cleaning products or other goods or services to OPERATOR, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, GUARANTOR agrees that the RECITALS are incorporated as a material part of this Guaranty, and further agrees as follows:

1. GUARANTOR, jointly and severally, irrevocably and unconditionally, promises and guarantees to FRANCHISOR: (a) the timely performance by OPERATOR of all of its Obligations under

any Franchise Agreement between OPERATOR and FRANCHISOR; and (b) the full and prompt payment when due of all Indebtedness, including all interest thereon and late payment charges applicable thereto. GUARANTOR acknowledges that the promise in this Guaranty are both for payment of Indebtedness and for performance of all of OPERATOR'S Obligations under any Franchise Agreement between OPERATOR and FRANCHISOR. GUARANTOR shall be liable and obligated under any such Franchise Agreement to the full extent of its terms in his or her individual capacity. FRANCHISOR's affiliates and Distributors are intended third party beneficiaries of this Guaranty with respect to that amount of Indebtedness owed to them by OPERATOR.

2. This Guaranty shall be binding upon the heirs, legal representatives, successors and permitted assigns of GUARANTOR and shall inure to the benefit of the successors and assigns of FRANCHISOR, its Distributors, and their respective affiliates. It is expressly agreed that FRANCHISOR may at any time make demand for payment on, performance of, or bring suit against GUARANTOR, jointly or severally. If there is more than one GUARANTOR, FRANCHISOR may release any of the undersigned from all further liability to FRANCHISOR without impairing the rights of FRANCHISOR in any respect to demand and collect the balance of the Obligations or Indebtedness from any of the remaining undersigned.

3. No act or thing need occur to establish the liability of GUARANTOR. FRANCHISOR is hereby expressly authorized to periodically make, without notice, any extensions, renewals, compromises, settlements, releases, or dispositions of all or any part of said Indebtedness or any other Obligations, and the liability of the GUARANTOR shall not be in any manner affected, diminished, or impaired thereby, nor shall the liability of the GUARANTOR be affected, diminished or impaired by the failure, neglect or omission on the part of FRANCHISOR to make any demand or protest or give any notice of dishonor or default. FRANCHISOR shall be under no obligation at any time to first resort to, make demand on, or make claim against or demand performance from, or exhaust its remedies against OPERATOR, any one or more GUARANTOR, or any other person or corporation, or to resort to, or exhaust its remedies against any collateral, security or other rights whatsoever.

4. In the event of the death, incompetency, dissolution, liquidation, insolvency of, or the institution of bankruptcy or receivership proceedings by or against OPERATOR or an owner, all the Indebtedness of OPERATOR to FRANCHISOR (including, without limitation, any Indebtedness of OPERATOR that results from termination of any of the Franchise Agreement) then existing shall, for purposes of this Guaranty, and at the option of FRANCHISOR, immediately become due and payable from GUARANTOR.

5. This Guaranty shall be a continuing, absolute and unconditional Guaranty and shall remain in full force and effect as to the Obligations hereunder and under any Franchise Agreement, and with respect to all other Indebtedness and Obligations owed by OPERATOR to FRANCHISOR until all such Indebtedness and Obligations have been fully satisfied. The Obligations under this Guaranty survive the expiration or termination of the Franchise Agreement.

6. The failure, omission, or delay by FRANCHISOR in exercising its rights hereunder in the event of default by OPERATOR shall not constitute the waiver of any such default, or of any of the rights or remedies to which FRANCHISOR is entitled under the Franchise Agreement, this Guaranty or any other instrument. GUARANTOR waives notice of: amendment, breach, default, transfer, assignment, and termination of the Franchise Agreement. Guarantor also waives: (a) all defenses, Claims, setoffs and discharges of OPERATOR or of an affiliate of OPERATOR, or of any other obligor or GUARANTOR, pertaining to the Obligations and Indebtedness or any term or condition of the Franchise Agreement; (b) all Claims, defenses or setoffs available to any GUARANTORS against OPERATOR, FRANCHISOR, or FRANCHISOR's affiliates or Distributors.

7. The terms of this Guaranty, the rights granted and the relationship created hereunder shall be governed, interpreted and construed in all respects in accordance with the laws of the State of Tennessee without reference to its conflict of laws principles.

8. GUARANTOR and FRANCHISOR agree that any litigation or legal action to enforce or relating to this Guaranty shall be filed in the United States District Court for the Middle District of Tennessee in Nashville, Tennessee, or the Circuit Court or Chancery Court of Sumner County or Davidson County, Tennessee. GUARANTOR and FRANCHISOR hereby consent to the jurisdiction of such Courts for such purposes and further waive any rights or objections to the jurisdiction or venue of any such actions in such Courts.

9. If any legal proceeding is commenced to enforce or interpret any provision of this Guaranty, the prevailing party will be entitled to recover reasonable attorney's fees in addition to costs and disbursements allowed by law.

10. Severability. If any provision of this Guaranty, or its application to any person or circumstance is deemed invalid or unenforceable, all other provisions of this Guaranty, or the application of such provisions to other persons or circumstances, shall remain in full force and effect, and not be affected thereby, and in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Guaranty, a provision that is valid, enforceable and as similar in terms to such invalid or unenforceable provision as may be possible.

*[Signature Page Follows]*

**GUARANTOR:**

By: \_\_\_\_\_  
[Name], individually and on behalf of  
any company or business entity in which  
I may have an ownership interest, now or in  
the future.

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

By: \_\_\_\_\_  
[Name], individually and on behalf of  
any company or business entity in which  
I may have an ownership interest, now or in  
the future.

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

Accepted in Gallatin, Tennessee.

**FRANCHISOR:**

SERVPRO FRANCHISOR, LLC

By: \_\_\_\_\_  
Authorized Signing Officer

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



**EXHIBIT I**

**CONFIDENTIALITY AND NON-COMPETITION  
AGREEMENT FOR NON-OWNER SPOUSE**

**CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**  
**FOR NON-OWNER SPOUSE**

This CONFIDENTIALITY AND NON-COMPETITION AGREEMENT (“Agreement”) is entered into by and among SERVPRO FRANCHISOR, LLC, a Delaware limited liability company having an address and principal place of business located at 801 Industrial Boulevard, Gallatin, TN 37066 (“FRANCHISOR”), \_\_\_\_\_ (“OPERATOR” or “Owner”) and \_\_\_\_\_ (“SPOUSE”).

WHEREAS, FRANCHISOR and OPERATOR intend to enter into a Franchise License Agreement (the “Franchise Agreement”) pursuant to which FRANCHISOR will grant OPERATOR a non-exclusive license, right and privilege to use the Marks and the System in connection with the operation of the Franchise in and from a non-exclusive Operating Territory, as those capitalized terms are defined in the Franchise Agreement; and

WHEREAS, FRANCHISOR and its affiliates have undertaken, at considerable expense, to create the System which will be revealed to OPERATOR pursuant to the Franchise Agreement and SPOUSE does not intend to hold an ownership interest in the Franchise and will not be actively involved in the operation of the Franchise but through association with OPERATOR, will be exposed to and learn procedures, techniques and other matters which are either marked or identified and/or treated by FRANCHISOR as confidential, proprietary or trade secret, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of FRANCHISOR and the System and Franchise (“Confidential Information”).

NOW, THEREFORE, the parties agree as follows:

1. **Acknowledgment of Confidentiality Obligation.** SPOUSE acknowledges that through association with OPERATOR, SPOUSE will receive valuable Confidential Information which provides a competitive advantage in the development of the Franchise. Owner and SPOUSE acknowledge and agrees that the Confidential Information and any Manuals are confidential or proprietary in nature and contain trade secrets belonging to FRANCHISOR and that all such tangible evidence of Confidential Information is a property right of great value to FRANCHISOR. Owner and SPOUSE agree to be bound by the provisions of the Franchise Agreement related to confidentiality or protection of trade secrets, including, without limitation, Sections 6, in the same manner as if a party to the Franchise Agreement.

2. **Non-Use.** SPOUSE agrees not to use Confidential Information except as authorized or intended by FRANCHISOR or in the course of employment for OPERATOR without prior written approval from FRANCHISOR and shall not divert or attempt to divert any business or customer of the Franchise to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

3. **Non-Disclosure.** SPOUSE agrees not to disclose, communicate or divulge any Confidential Information for SPOUSE’s personal benefit or for the benefit of any third party, except as may be required in the course of employment for OPERATOR, without prior written approval from FRANCHISOR.

4. **Exclusions.** Confidential Information does not include and this Agreement does not apply to: (a) information that is previously known to the recipient, (b) information that is or becomes part of the public domain other than through a wrongful act of the recipient, (c) information that is independently developed by the recipient as evidenced through written records, (d) information that is

otherwise in the hands of the recipient by a means other than breach of this Agreement, or (e) information that is sought pursuant to a subpoena or written discovery (“Process”) provided FRANCHISOR shall be immediately notified of the receipt of the Process, whereupon FRANCHISOR has the right to request that the person on whose behalf the Process was issued delete the Confidential Information from the scope thereof. Nothing in this Agreement shall be construed to interfere with a party's obligations to comply with lawful court orders; however, no disclosure of Confidential Information by a party pursuant thereto shall be deemed to place the Confidential Information in the public domain or to relieve the party from the future performance of all of its confidentiality obligations under this Agreement, absent express orders of the court to the contrary.

5. **Covenant Not to Compete.** Except as otherwise approved in writing by FRANCHISOR, during the term of the Franchise Agreement and for a period of two (2) years, commencing with the earlier of the termination of the Franchise Agreement or the date on which SPOUSE ceases to be married to an Owner of OPERATOR (or the individual who is a principal of a legal entity identified as OPERATOR), which period shall be extended by any period of non-compliance, SPOUSE shall not, directly or indirectly, through, on behalf of, or in conjunction with, any other person, partnership, or legal entity, own, maintain, operate, engage or participate in, or have any financial interest, either as an officer, agent, employee, principal, partner, director, shareholder or in any other individual or representative capacity, in any corporation, partnership or legal entity which engages in any business which is the same or similar to the Franchise, or which provides cleaning, deodorization, damage restoration or related services, or is otherwise in competition with the business of FRANCHISOR or other SERVPRO franchises and is located anywhere during the term of the Franchise Agreement or post-term in the Operating Territory of the Franchise Agreement and a twenty-five (25) mile radius thereof. SPOUSE further agrees that SPOUSE shall make his/her personal and business records available for inspection by FRANCHISOR to determine SPOUSE’s compliance with this provision upon request. SPOUSE agrees to be bound by the provisions of Section 4 of the Franchise Agreement in the same manner as if a party to the Franchise Agreement.

6. **Choice of Law and Jurisdiction.** This Agreement, the rights granted and the relationship created hereunder shall be governed, interpreted and construed in all respects in accordance with the internal laws of the State of Tennessee without reference to its conflicts of laws principles. The parties agree that any litigation or legal action to enforce or relating to this Agreement shall be filed in the United States District Court for the Middle District of Tennessee in Nashville, Tennessee, or the Circuit Court or Chancery Court of Sumner County or Davidson or Sumner County, Tennessee. The parties hereby consent to the jurisdiction of such Courts and further agree to waive any rights or objections to the jurisdiction or venue of any such actions when filed in such Courts.

7. **Legal Fees and Costs.** Any unauthorized disclosure following execution of this document may be cause for suit for injunctive relief and damages. If a party breaches this Agreement, the defaulting party shall pay the reasonable attorney’s fees and other costs incurred by the other party in enforcing or commencing to enforce the provisions of this Agreement. If any legal proceeding is commenced to enforce or interpret any provisions of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees in addition to costs and disbursements allowed by law.

8. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and cannot be changed except by written statement signed by both parties. There are no representations of any kind except as contained herein. This Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

9. **Savings Clause.** If any term hereof may be construed to obligate OPERATOR or SPOUSE to pay interest in excess of the highest legal amount, it is agreed that such term is a mistake in calculation or wording and, notwithstanding the same, it is agreed that neither OPERATOR or SPOUSE nor any other person or entity obligated for the payment of any sums hereunder shall ever be obligated to pay interest in excess of the highest lawful amount. In no event shall FRANCHISOR charge or collect, directly or indirectly, an amount for the use, forbearance or detention of money hereunder in excess of the highest lawful rate of interest. Any excess of payments shall be first applied to unpaid interest over the term of the obligation and then, if any excess remains, to be applied next to reduction of the unpaid balance of principal or any other sums owing and then, after such unpaid balance is reduced to zero, any remaining excess shall be refunded to OPERATOR or SPOUSE. If the maturity of any indebtedness hereunder is accelerated before the due date, any unearned interest in excess of the maximum permitted by law shall be canceled automatically as of the date of such acceleration and if theretofore paid, shall be refunded or credited against the principal amount of the obligation.

10. **Severability.** If any provision of this Agreement, or its application to any person or circumstance is deemed invalid or unenforceable, all other provisions of this Agreement, or the application of such provisions to other persons or circumstances, shall remain in full force and effect, and not be affected thereby, and in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision that is valid, enforceable and as similar in terms to such invalid or unenforceable provision as may be possible or, if not possible, any such invalid or unenforceable provisions will be severed from this Agreement.

**OPERATOR / OWNER:**

By: \_\_\_\_\_  
[Name], individually and on behalf of  
any company or business entity in which  
I may have an ownership interest, now or in  
the future.

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

By: \_\_\_\_\_  
[Name], individually and on behalf of  
any company or business entity in which  
I may have an ownership interest, now or in  
the future.

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

Accepted in Gallatin, Tennessee.

**FRANCHISOR:**

SERVPRO FRANCHISOR, LLC

By: \_\_\_\_\_  
Authorized Signing Officer

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

**EXHIBIT J**

**CONFIDENTIALITY AND NON-COMPETITION  
AGREEMENT FOR RESALE BUYER**

## **CONFIDENTIALITY AND NON-COMPETITION AGREEMENT FOR RESALE BUYER**

This CONFIDENTIALITY AND NON-COMPETITION AGREEMENT FOR RESALE BUYER (“Agreement”) is entered into by and between SERVPRO FRANCHISOR, LLC, a Delaware limited liability company having an address and principal place of business located at 801 Industrial Boulevard, Gallatin, TN 37066 (“FRANCHISOR”), and \_\_\_\_\_ (“BUYER”).

### ***RECITALS***

WHEREAS, FRANCHISOR plans to enter into a Franchise License Agreement (“Franchise Agreement”) after training and upon closing the resale transaction between BUYER and the Seller of an existing Servpro franchise (“SELLER”) pursuant to which FRANCHISOR will grant BUYER a non-exclusive license, right and privilege to use the Marks and the System in connection with the operation of the Franchise in and from a non-exclusive Operating Territory, as those capitalized terms are defined in the Franchise Agreement; and

WHEREAS, BUYER represents that he has entered into or will enter into a written and binding Purchase Agreement with SELLER (“Purchase Agreement”) under which BUYER is to purchase the Franchise (as defined in the Franchise Agreement) from SELLER, and have the Franchise transferred to Buyer from SELLER pursuant to the requirements of the Franchise Agreement; and

WHEREAS, as a condition precedent to completion of the transfer of the Franchise Agreement from SELLER to BUYER, BUYER is to receive training and materials that FRANCHISOR only provides to its franchisees and employees of franchisees; and

WHEREAS, BUYER desires to receive the training and other materials which comprise Confidential Information (as defined in the Franchise Agreement) in order to be able to complete the transfer of the Franchise Agreement; and

WHEREAS, FRANCHISOR and its affiliates have undertaken, at considerable expense, to create the System which will be revealed to BUYER pursuant to the training and materials provided to BUYER prior to completion of the transfer of the Franchise Agreement from SELLER to BUYER; and BUYER will be exposed to and learn many procedures, techniques and other matters which are either marked or identified and/or treated by FRANCHISOR as confidential, proprietary or trade secret, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of FRANCHISOR and the System, which are beyond BUYER’s present skills and experience (“Confidential Information”).

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree that the RECITALS are incorporated as a material part of this Agreement, and the parties further agree as follows:

1. Acknowledgment of Confidentiality Obligation. BUYER acknowledges that by receiving training and materials from FRANCHISOR in anticipation of and preparation for transfer of the Franchise Agreement to BUYER, BUYER will receive valuable Confidential Information regarding the System which provides a competitive advantage in the development of the Franchise. BUYER acknowledges and agrees that the Confidential Information and any Manuals are confidential or proprietary in nature and contain trade secrets belonging to FRANCHISOR and that all such tangible evidence of Confidential Information is a property right of great value to FRANCHISOR. Buyer represents that he or she has reviewed and is familiar with (a) the Franchise Agreement; and (b) the Franchise Agreement resale and transfer procedures and requirements of Servpro Franchisor, LLC.

2. Non-Use. BUYER agrees not to use Confidential Information except as authorized or intended by FRANCHISOR in the course of BUYER's operation of the Franchise after it has been transferred to Buyer, without prior written approval from FRANCHISOR, and Buyer shall not divert or attempt to divert any business or customer of the Franchise to anyone, including, without limitation, a competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

3. Non-Disclosure. BUYER agrees not to disclose, communicate or divulge any Confidential Information for BUYER's personal benefit or for the benefit of any third party, without prior written approval from FRANCHISOR.

4. Exclusions. Confidential Information does not include and this Agreement does not apply to: (a) information that is previously known to the recipient through lawfully obtained means, (b) information that is or becomes part of the public domain other than through a wrongful act of the recipient, (c) information that is independently developed by the recipient, (d) information that is otherwise in the hands of the recipient by a means other than breach of this Agreement, or (e) information that is sought pursuant to a subpoena or written discovery ("Process") provided that the owner of the Confidential Information shall be immediately notified of the receipt of the Process, whereupon such owner has the right to request that the person on whose behalf the Process was issued delete the Confidential Information from the scope thereof, and if such person refuses, then such owner may seek any and all available remedies, including, without limitation, commencing proceedings to enjoin the disclosure of Confidential Information or intervening impending proceedings to seek the entry of protective orders or other appropriate relief. Nothing in this Agreement shall be construed to interfere with a party's obligations to comply with lawful court orders; however, no disclosure of Confidential Information by a party pursuant thereto shall be deemed to place the Confidential Information in the public domain or to relieve the party from the future performance of all of its confidentiality obligations under this Agreement, absent express orders of the court to the contrary.

5. Covenant Not to Compete. Except as otherwise approved in writing by FRANCHISOR, for a period of two (2) years, commencing with the latter of the date the Purchase Agreement is terminated or expires, or the last date BUYER received any Confidential Information from FRANCHISOR, BUYER shall not, directly or indirectly, through, on behalf of, or in conjunction with, any other person, partnership, or legal entity, own, maintain, operate, engage or participate in, or have any financial interest, either as an officer, agent, employee, principal, partner, director, shareholder or in any other individual or representative capacity, in any corporation, partnership or legal entity which engages in any business which is the same or similar to the Franchise, or which provides residential and commercial cleaning; fire, smoke, water, wind, and other damage cleaning, restoration, mitigation, repair and reconstruction; mold remediation and bioremediation (trauma, crime scene, blood borne pathogen cleanup) services; cleaning and disinfection to limit the survival of viruses and emerging viral pathogens; deodorization and odor removal; and any services or goods related to or connected to the foregoing, including, without limitation: servicing losses from events and disasters, such as fire, flood, earthquake, or storm; contents cleaning; duct cleaning; floor, carpet, drapery and upholstery cleaning; dry cleaning and laundry; carpet and flooring sales and installation; construction services; carpentry; janitorial services; maintenance; painting services; or selling certain cleaning related products, or is otherwise in competition with the business of FRANCHISOR or any other SERVPRO franchises, in the Operating Territory described in the proposed Franchise Agreement and/or Purchase Agreement and within a twenty-five (25) mile radius of the exterior boundaries thereof. BUYER further agrees that BUYER shall make his/her personal and business records available for inspection by FRANCHISOR to determine BUYER's compliance with this provision upon request.

BUYER understands and acknowledges that the obligations contained in this Section 5 continue, govern, and will apply even if: the Franchise Agreement is never transferred or assigned to BUYER; BUYER does not attend or complete FRANCHISOR's training; BUYER does not close on and complete the transactions contemplated by the Purchase Agreement.

6. Choice of Law and Jurisdiction. This Agreement, the rights granted and the relationship created hereunder shall be governed, interpreted and construed in all respects in accordance with the internal laws of the State of Tennessee without reference to its conflicts of laws principles. The parties agree that any litigation or legal action to enforce or relating to this Agreement shall be filed in the United States District Court for the Middle District of Tennessee in Nashville, Tennessee, or the Circuit Court or Chancery Court of Sumner County or Davidson County, Tennessee. The parties hereby consent to the jurisdiction of such Courts and further agree to waive any rights or objections to the jurisdiction or venue of any such actions when filed in such Courts.

7. Legal Fees and Costs. Any unauthorized disclosure following execution of this document may be cause for suit for injunctive relief and damages. If a party breaches this Agreement, the defaulting party shall pay the reasonable attorney's fees and other costs incurred by the other party in enforcing or commencing to enforce the provisions of this Agreement. If any legal proceeding is commenced to enforce or interpret any provisions of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees in addition to costs and disbursements allowed by law.

8. Entire Agreement. This Agreement sets forth the entire understanding of the parties and cannot be changed except by written statement signed by both parties. There are no representations of any kind except as contained herein. This Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

9. Survival. The obligations of BUYER contained in this Agreement continue and survive for a period of five (5) years except as expressly stated otherwise herein.

10. This Agreement shall be superseded by an effective Franchise Agreement between the parties.

*[SIGNATURE PAGE FOLLOWS]*



**BUYER:**

By: \_\_\_\_\_  
[Name], individually and on behalf of  
any company or business entity in which  
I may have an ownership interest, now or in  
the future.

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

By: \_\_\_\_\_  
[Name], individually and on behalf of  
any company or business entity in which  
I may have an ownership interest, now or in  
the future.

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

Accepted in Gallatin, Tennessee.  
**FRANCHISOR:**

By: \_\_\_\_\_  
Authorized Signing Officer

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

SPOUSE [if not an owner]:

\_\_\_\_\_

[Name]

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

**EXHIBIT K**  
**FINANCIAL STATEMENTS**

**SERVPRO FRANCHISOR, LLC  
AUDITED FINANCIAL STATEMENTS**

# Servpro Franchisor, LLC

(A Wholly Owned Indirect Subsidiary of  
Servpro Borrower, LLC)

Financial Statements as of December 31, 2023  
and 2022, and for Each of the Three Years in  
the Period Ended December 31, 2023, and  
Independent Auditor's Report

**SERVPRO FRANCHISOR, LLC**  
**(A Wholly Owned Indirect Subsidiary of Servpro Borrower, LLC)**

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## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Managers,  
Commodore Parent Holdings, LLC  
Gallatin, Tennessee

### **Opinion**

We have audited the financial statements of Servpro Franchisor, LLC (the "Company") (a wholly-owned indirect subsidiary of Servpro Borrower, LLC), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, changes in member's equity, and cash flows for each of the three years in the period ended December 31, 2023, and the related notes to the financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

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

### **Emphasis of Matter**

As discussed in Note 10 to the financial statements, because of the extensive transactions with related parties, the accompanying financial statements may not be indicative of the financial position that would have existed, or the results of operations, if the Company had operated without such affiliations. Our opinion is not modified with respect to this matter.

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

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

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

### **Auditor's Responsibilities for the Audit of the Financial Statements**

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

In performing an audit in accordance with GAAS, we:

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

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

*Deloitte & Touche LLP*

April 12, 2024



**SERVPRO FRANCHISOR, LLC**  
**(A Wholly Owned Indirect Subsidiary of Servpro Borrower, LLC)**

**BALANCE SHEETS**  
**AS OF DECEMBER 31, 2023 and 2022**

	<b>2023</b>	<b>2022</b>
<b>ASSETS</b>		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 32,461,650	\$ 32,710,932
Royalties, accounts, and notes receivable—net	45,041,855	53,993,634
Prepaid expenses and other current assets	<u>83,541</u>	<u>81,799</u>
Total current assets	77,587,046	86,786,365
NOTES RECEIVABLE—Net	21,685,633	22,955,146
INTANGIBLE ASSETS—Net	<u>886,733,616</u>	<u>917,908,134</u>
TOTAL ASSETS	<u>\$986,006,295</u>	<u>\$1,027,649,645</u>
<b>LIABILITIES AND MEMBER’S EQUITY</b>		
CURRENT LIABILITIES:		
Deferred revenue—current	\$ 9,340,758	\$ 7,870,338
Accounts payable and accrued expenses	<u>24,939,065</u>	<u>22,049,474</u>
Total current liabilities	<u>34,279,823</u>	<u>29,919,812</u>
DEFERRED REVENUE	21,065,908	20,390,412
DEFERRED INCOME TAXES	3,095,772	2,431,220
OTHER LIABILITIES	<u>499,228</u>	<u>278,561</u>
Total liabilities	<u>58,940,731</u>	<u>53,020,005</u>
MEMBER’S EQUITY	<u>927,065,564</u>	<u>974,629,640</u>
TOTAL LIABILITIES AND MEMBER’S EQUITY	<u>\$986,006,295</u>	<u>\$1,027,649,645</u>

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

**SERVPRO FRANCHISOR, LLC**  
**(A Wholly Owned Indirect Subsidiary of Servpro Borrower, LLC)**

**STATEMENTS OF OPERATIONS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021**

	2023	2022	2021
REVENUES:			
Franchise license revenue	\$ 243,573,332	\$ 199,123,660	\$ 177,046,002
Product and equipment revenue	66,513,875	83,514,769	71,675,324
Interest income	2,315,943	1,734,991	1,482,388
Other revenue	<u>722,416</u>	<u>1,156,901</u>	<u>1,720,095</u>
Total revenues	<u>313,125,566</u>	<u>285,530,321</u>	<u>251,923,809</u>
OPERATING COSTS AND EXPENSES:			
Royalty commissions	-	3,203,950	27,102,282
Product and equipment costs	49,734,922	62,192,360	53,639,968
Selling, general, and administrative expenses	352,200	379,909	465,074
Amortization of intangible assets	31,174,518	46,800,613	21,748,469
Contract termination costs	<u>-</u>	<u>1,233,767</u>	<u>-</u>
Total operating costs and expenses	<u>81,261,640</u>	<u>113,810,599</u>	<u>102,955,793</u>
OPERATING INCOME	<u>231,863,926</u>	<u>171,719,722</u>	<u>148,968,016</u>
NONOPERATING EXPENSES—Net:			
Interest Expense	-	-	296
Other nonoperating expenses—net	<u>-</u>	<u>-</u>	<u>3,297</u>
Total nonoperating expenses—net	<u>-</u>	<u>-</u>	<u>3,593</u>
INCOME BEFORE INCOME TAXES	231,863,926	171,719,722	148,964,423
PROVISION FOR INCOME TAXES	<u>1,443,901</u>	<u>792,254</u>	<u>1,734,495</u>
NET INCOME	<u>\$ 230,420,025</u>	<u>\$ 170,927,468</u>	<u>\$ 147,229,928</u>

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

**SERVPRO FRANCHISOR, LLC**  
**(A Wholly Owned Indirect Subsidiary of Servpro Borrower, LLC)**

**STATEMENTS OF CHANGES IN MEMBER'S EQUITY**  
**FOR THE YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021**

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	<b>Member's Equity</b>
BALANCE—January 1, 2021	\$ 936,012,284
Net income	147,229,928
Capital contributions (distributions)—net	<u>(94,045,502)</u>
BALANCE—December 31, 2021	989,196,710
Net income	170,927,468
Capital contributions (distributions)—net	<u>(185,494,538)</u>
BALANCE—December 31, 2022	974,629,640
Net income	230,420,025
Capital contributions (distributions)—net	<u>(277,984,101)</u>
BALANCE—December 31, 2023	<u>\$ 927,065,564</u>

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

**SERVPRO FRANCHISOR, LLC**  
**(A Wholly Owned Indirect Subsidiary of Servpro Borrower, LLC)**

**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021**

	<b>2023</b>	<b>2022</b>	<b>2021</b>
OPERATING ACTIVITIES:			
Net income	\$ 230,420,025	\$ 170,927,468	\$147,229,928
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of intangible assets	31,174,518	46,800,613	21,748,469
Deferred tax expense	664,552	404,865	1,461,273
Changes in operating assets and liabilities:			
Receivables	10,221,292	(25,884,282)	3,943,675
Prepaid expenses and other assets	(1,742)	(720)	(27,326)
Convention allowance payable	2,458,345	2,068,966	1,475,159
Deferred revenue, accounts payable, accrued expenses, and other liabilities	<u>2,797,829</u>	<u>6,283,479</u>	<u>(978,064)</u>
Net cash provided by operating activities	277,734,819	200,600,389	174,853,114
INVESTING ACTIVITIES—Purchases of franchise and training and distribution licenses			
	-	(8,496,229)	(74,040,251)
FINANCING ACTIVITIES—Capital contributions (distributions)—net			
	<u>(277,984,101)</u>	<u>(185,494,538)</u>	<u>(94,045,502)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	(249,282)	6,609,622	6,767,361
CASH AND CASH EQUIVALENTS—Beginning of year	<u>32,710,932</u>	<u>26,101,310</u>	<u>19,333,949</u>
CASH AND CASH EQUIVALENTS—End of year	<u>\$ 32,461,650</u>	<u>\$ 32,710,932</u>	<u>\$ 26,101,310</u>

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

# **SERVPRO FRANCHISOR, LLC**

## **(A Wholly Owned Indirect Subsidiary of Servpro Borrower, LLC)**

### **NOTES TO FINANCIAL STATEMENTS**

#### **AS OF DECEMBER 31, 2023 AND 2022, AND**

#### **FOR EACH OF THE THREE YEARS IN THE PERIOD ENDED DECEMBER 31, 2023**

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#### **1. NATURE OF THE BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**—Servpro Franchisor, LLC (“Franchisor” or the “Company”) is a special-purpose Delaware limited liability company. The Company is a direct, wholly owned subsidiary of Servpro Master Issuer, LLC (“Master Issuer”), which is an indirect, wholly owned subsidiary of Servpro Industries, LLC (together with its affiliates, “Industries”) whose ultimate parent is Commodore Parent Holdings, LLC (“Commodore”). The Company was formed on August 7, 2019, in connection with a contemplated financing (the “Securitization Transaction” or the “WBS”), which was completed on October 1, 2019 (the “Closing Date”). The Company primarily serves as the franchisor of independently owned and operated SERVPRO® business franchises in the United States of America (US).

On the Closing Date, Industries contributed to the Company substantially all of the assets and certain liabilities presented in the Company’s balance sheet, including all of the franchise agreements, distributor agreements, other franchise-related agreements, and regional development consultant agreements with respect to Servpro franchises in the US, all franchisee notes and all rights to franchisee payments thereon with respect to Servpro franchises in the US. In addition, Industries contributed to the Company certain intellectual property (the “Securitization IP”) consisting of substantially all of the existing and post-Closing Date acquired US intellectual property and all future licensing fees. Following the Closing Date, the Company serves as franchisor of the Servpro brand with respect to and owns (1) new and existing US franchise agreements and all franchisee payments thereon, (2) all rights to enter into new franchise agreements in the US, and (3) rights to all licensing fees and other fees related to the Securitization IP.

**Description of the Business**—The Company, along with Master Issuer, Servpro SPV Guarantor, LLC (“Guarantor”), and other subsidiaries of Master Issuer, has entered into a management agreement with Industries, under which Industries performs certain services related to franchise arrangements and other assets held by the Company, including collecting franchise payments, causing the Company to enter into new franchise arrangements, and providing preopening and ongoing support services for franchisees. All revenues generated by the franchise arrangements are recorded by the Company and when collected are deposited into accounts held in the name of the Company. In exchange for providing its services, Industries is eligible to receive management fees from Master Issuer on behalf of all of Master Issuer’s subsidiaries, including the Company. Neither the expenses incurred by Industries to fulfill its responsibilities under the management agreement, nor any management fees to compensate Industries for those services provided, are allocated to Franchisor as there is no reasonable basis for such allocation. Commodore consolidates all entities, including Industries, Guarantor, Master Issuer, and the Company.

In the financial statements and related notes, all references to “we,” “us,” and “our,” refer, unless the context requires otherwise, to the Company and its subsidiaries.

**Basis of Presentation**—The financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP) and are presented in US dollars, unless otherwise indicated.

**Revenue Recognition**—The Company's revenues are composed mostly of franchise license revenue and product and equipment revenue.

**Franchise License Revenue**—Franchise license revenue consists primarily of royalties, franchise fees, transfer fees, renewal fees, and other recurring fees assessed under the franchise agreement.

Initial franchise fees are payable by the franchisee upon signing a new franchise agreement, and transfer fees are paid to the Company when one franchise owner group transfers a franchise agreement to a different franchise owner group. The Company's primary performance obligation under the franchise license is granting certain rights to use the Company's intellectual property, and all other services the Company provides under the franchise agreement are highly interrelated; not distinct within the contract; and, therefore, accounted for as a single performance obligation, which is satisfied by granting certain rights to use the Company's intellectual property over the term of each franchise agreement. Franchise fees, transfer fees, and renewal fees are recognized as revenue on a straight-line basis over the term of the respective franchise agreement, which is typically a 5-year term, unless terminated or transferred earlier, upon which recognition is accelerated.

Royalties are calculated as a percentage of franchise monthly gross receipts over the term of the franchise agreement. Our franchise royalties represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized on a monthly basis as franchisees generate revenue.

The Company is responsible for providing information technology and call center support services throughout the term of the franchise agreement. The fees for such services are calculated and recognized on a monthly basis.

**Product and Equipment Revenue**—The Company sells and delivers equipment and parts, cleaning products, operating supplies, vehicles, and other products to franchise locations. Revenue is recognized upon transfer of control of ordered items, which is when the legal title is transferred, the customer has all risks and rewards of ownership, and an obligation to pay for the goods is created. Goods are either delivered by a third-party carrier, Servpro carrier, or picked up by the franchise owners. Franchisees are charged for all freight costs incurred for the delivery of goods by third-party carriers. Freight revenue is recorded with freight costs on a net basis as the shipment was determined to be a separate performance obligation in which the third-party freight company is the principal in the transaction.

**Contract Liabilities**—Contract liabilities, which are classified as deferred revenue in the balance sheets, result from franchise fees, transfer fees, and renewal fees, which are generally recognized on a straight-line basis over the term of the underlying franchise agreement.

**Cash and Cash Equivalents**—Cash and cash equivalents consist of highly liquid investments that are readily convertible to cash, with maturities of three months or less from the date of purchase.

**Receivables**—Notes receivable from franchises relating to the sale of equipment and parts, cleaning products, operating supplies, vehicles, other products, or franchise licenses are stated at the original principal amount, less applicable franchise principal payments. Trade receivables are reported at gross sales price, plus billable costs, less applicable franchise payments or adjustments. Interest is charged on trade receivables outstanding for more than 30 days or 60 days past the invoice due date, depending

on the customer. Interest is recognized as charged. Royalty receivables are recognized based on a specified percentage of monthly gross receipts of franchises, less applicable franchise payments or adjustments. The Company generally does not charge interest on royalty receivables.

The Company enters into agreements with customers whereby the Company refers cleaning, mitigation, restoration, and reconstruction service requests to independently owned and operated franchises. Under certain agreements, the Company issues invoices and collects funds on behalf of the franchises for the franchises' performance of the services. The Company is an agent in these transactions. Amounts invoiced for these transactions have been presented as franchise license revenue, net of amounts owed to franchises, within the statements of operations for the years ended December 31, 2023, 2022, and 2021. Net amounts owed to franchises related to these transactions have been presented within accounts payable and accrued expenses in the balance sheets as of December 31, 2023 and 2022.

**Allowance for Credit Losses**—An allowance for credit losses is provided on receivables which, in management's opinion, may not be fully collectible. Receivables are continually assessed for collectibility and receivables determined by management to be uncollectible are charged off against the allowance for credit losses in the period of determination. Subsequent recoveries of previously charged-off accounts are credited to the allowance.

Accounts receivable are carried at their net realizable value. The Company evaluates its accounts receivable and establishes an allowance for expected credit losses based on a combination of specific customer circumstances and credit conditions as well as based on a history of write-offs, collections, and other factors. Accounts are written off with they are no longer collectible. The Company's allowance for expected credit losses was \$258,911 and \$375,083 at December 31, 2023 and 2022, respectively.

**Intangible Assets**—Definite-lived intangible assets are amortized on a straight-line basis using the following estimated useful lives of the related classes of intangibles:

Franchise agreements	16 years
Reacquired franchise licenses	0–5 years
Reacquired training and distribution licenses	0–5 years

The Company's brand name has an indefinite life and is not amortized.

The Company evaluates the remaining useful lives each reporting period to assess classification as indefinite-lived assets. For the Company's indefinite-lived asset, management performs an impairment analysis annually, or more frequently, if events or changes in circumstances indicate the carrying amount may not be recoverable. If events or changes in circumstances indicate the carrying amount may not be recoverable, the fair value of the indefinite-lived intangible asset is estimated using the discounted future cash flows. Estimates in the determination of the fair value of indefinite-lived intangible asset include the anticipated future revenues of franchised locations and the resulting cash flows. There was no impairment of intangible assets during the years ended December 31, 2023, 2022, and 2021.

**Impairment of Long-Lived Assets**—Management reviews the carrying value of its investment in long-lived assets whenever events or changes in circumstances indicate that the carrying value of the assets may not be recoverable. A recoverability test is performed by comparing the undiscounted cash flows to carrying value of the assets. If a long-lived asset is determined to be impaired, the amount

recognized for impairment is equal to the difference between the asset's carrying value and fair value. There were no indicators of impairment for the years presented that required a recoverability test.

**Convention Allowance Payable**—Franchises accrue a convention allowance in the amount of 10% of royalty fees paid if royalty fees are paid by the due date and the franchise is current on all obligations to the Company. Convention allowance is reported as a current liability within accounts payable and accrued expenses in the balance sheets. Convention allowance is reimbursed to franchises who attend the annual convention and fulfill certain other requirements.

**Income Taxes**—The Company is a single-member limited liability company that is a wholly owned indirect subsidiary of Commodore, a US partnership that is not subject to federal income taxes. As such, no US federal income taxes or deferred tax assets or liabilities have been recorded in the Company's financial statements. However, the Company is subject to income taxes in various state and foreign jurisdictions.

The Company recognizes income taxes under the liability method. Deferred tax assets and liabilities are determined based on the difference between the financial statement carrying amounts and tax basis of existing assets and liabilities and operating losses and tax credit carryforwards, using expected tax rates for the year in which the differences are expected to reverse. The effect on deferred taxes of a change in tax rates is recognized in income in the period that includes the enactment date. The Company provides valuation allowances against deferred tax assets for which it believes it is more likely than not that such assets will not be realized.

The Company recognizes liabilities for uncertain income tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if, based on the weight of available evidence, it is more likely than not that the position will be sustained on examination. The second step requires the Company to estimate and measure the tax impact as the largest amount that is more than 50% likely to be realized upon ultimate settlement with a taxing authority. It is inherently difficult and subjective to estimate such amounts, as this may require us to determine the probability of various possible outcomes. The Company reevaluates these uncertain tax positions on a periodic basis. This evaluation is based on factors, including, but not limited to, current-year tax positions, expiration of statutes of limitations, litigation, legislative activity, or other changes in facts and circumstances. Such a change in recognition or measurement would result in the recognition of a tax benefit or an additional charge to the tax provision in that period.

The statute of limitations for Tennessee income tax purposes remains open from the tax years beginning January 1, 2020.

**Contract Termination Costs**—Effective December 31, 2022, the Company terminated a contract, whereby an independent contractor previously provided training services to certain of the Company's franchises. In order to terminate the contract, the Company incurred a fee of \$1,233,767, which was separately presented within total operating costs and expenses in the statements of operations for the year ended December 31, 2022. Such amount was paid to the independent contractor in February of 2023.

**Use of Estimates in the Preparation of Financial Statements**—The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ significantly from those estimates.



**Recent Authoritative Accounting Guidance**—In June 2016, the Financial Accounting Standards Board (FASB) issued ASU No. 2016-13, *Financial Instruments—Credit Losses (Topic 326)*, which requires an entity to recognize as an allowance its estimate of expected credit losses. For nonpublic entities, this update is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The Company adopted this guidance during the year ended December 31, 2023, and there was no material impact on our financial statements or related disclosures.

In December 2023, the FASB issued ASU No. 2023-09, *Improvements to Income Tax Disclosures*. The update requires annual disclosure of specific categories in the rate reconciliation and additional information for reconciling items that meet a quantitative threshold. The update also requires annual disclosure of income taxes paid disaggregated by federal, state, and foreign taxes and by individual jurisdictions in which income taxes paid are equal to or greater than 5% of total income taxes paid. The update is effective for annual periods beginning after December 15, 2025. The Company is currently evaluating the impact of adoption on our financial statements.

**Subsequent Events**—The Company follows the authoritative guidance in ASC 855, *Subsequent Events*. The Company evaluated events and transactions that occurred between December 31, 2023, and April 12, 2024, the date the financial statements were available to be issued, for possible recognition or disclosure in the financial statements. Refer to Note 11 for further details.

## 2. CONCENTRATION OF CREDIT RISK

The Company maintains cash balances at financial institutions insured by the Federal Deposit Insurance Corporation (FDIC) up to statutory limits. Certain of the Company's depositor accounts exceeded FDIC insurance limits as of December 31, 2023 and 2022. The Company considers credit risk periodically by evaluating the stability of its financial institutions. The Company has not experienced any losses in such accounts and management considers this to be a normal business risk.

The Company performs ongoing credit evaluations of its customers' financial condition and may require collateral to support customer receivables. The Company establishes an allowance for credit losses based on factors surrounding the credit risk of specific customers, historical trends, and other information.

## 3. REVENUE RECOGNITION

**Revenue Recognition**—Our significant accounting policies related to revenue recognition are described in Note 1 to the financial statements.

**Contract Liabilities**—Contract liabilities consist of deferred revenue resulting from franchise fees, transfer fees, and renewal fees, which are recognized on a straight-line basis over the term of the underlying franchise agreement. We classify these contract liabilities as deferred revenue in our balance sheets, with the portion expected to be earned over the 12 months following the balance sheet date presented as current. The following table reflects the change in contract liabilities between January 1, 2021, and December 31, 2023:

	<b>2023</b>	<b>2022</b>	<b>2021</b>
Deferred revenue at beginning of period	\$ 28,260,750	\$ 19,590,921	\$ 14,464,844
Revenue recognized during the period	(9,322,365)	(7,525,956)	(5,407,519)
New deferrals due to cash received and other	<u>11,468,281</u>	<u>16,195,785</u>	<u>10,533,596</u>
Deferred revenue at end of period	<u>\$ 30,406,666</u>	<u>\$ 28,260,750</u>	<u>\$ 19,590,921</u>

The following table reflects the estimated deferred revenue to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

<b>Years Ending December 31</b>	
2024	\$ 9,472,884
2025	8,258,047
2026	6,815,018
2027	4,398,932
2028	1,379,444
Thereafter	<u>82,341</u>
Total	<u>\$ 30,406,666</u>

#### 4. RECEIVABLES

A summary of receivables as of December 31, 2023 and 2022, is as follows:

	<b>2023</b>	<b>2022</b>
Notes	\$ 37,101,449	\$ 37,963,502
Royalties	19,878,755	19,145,051
Trade receivables	10,006,195	20,215,310
Less allowance for credit losses	<u>(258,911)</u>	<u>(375,083)</u>
Receivables—net	<u>\$ 66,727,488</u>	<u>\$ 76,948,780</u>

Notes receivable are generally collateralized by all assets of the franchise. Monthly installments are due over 90 days to 8 years and include interest at rates ranging from 0% to 13.5% per annum.

A summary of future principal maturities of notes receivable as of December 31, 2023, is as follows:

**Years Ending  
December 31**

2024	\$ 15,386,192
2025	9,092,251
2026	6,804,826
2027	3,889,138
2028	1,650,046
Thereafter	<u>278,996</u>
Total notes receivable	<u>\$ 37,101,449</u>

**5. INTANGIBLE ASSETS**

A summary of intangible assets as of December 31, 2023 and 2022, is as follows:

	<b>2023</b>		
	<b>Cost</b>	<b>Accumulated Amortization</b>	<b>Net</b>
Indefinite lived—brand name	\$ 715,000,000	\$ -	\$715,000,000
Definite lived:			
Franchise agreements	190,000,000	(56,604,166)	133,395,834
Reacquired franchise licenses	120,000	(120,000)	-
Reacquired training and distribution licenses	<u>114,168,977</u>	<u>(75,831,195)</u>	<u>38,337,782</u>
Total Intangible assets—net	<u>\$1,019,288,977</u>	<u>\$(132,555,361)</u>	<u>\$886,733,616</u>
	<b>2022</b>		
	<b>Cost</b>	<b>Accumulated Amortization</b>	<b>Net</b>
Indefinite lived—brand name	\$ 715,000,000	\$ -	\$715,000,000
Definite lived:			
Franchise agreements	190,000,000	(44,729,167)	145,270,833
Reacquired franchise licenses	120,000	(120,000)	-
Reacquired training and distribution licenses	<u>114,168,977</u>	<u>(56,531,676)</u>	<u>57,637,301</u>
Total Intangible assets—net	<u>\$1,019,288,977</u>	<u>\$(101,380,843)</u>	<u>\$917,908,134</u>

Amortization expense amounted to \$31,174,518, \$46,800,613, and \$21,748,469 for the years ended December 31, 2023, 2022, and 2021, respectively.

A summary of future amortization expense on intangible assets as of December 31, 2023, is as follows:

<b>Years Ending December 31</b>	
2024	\$ 28,068,529
2025	24,693,598
2026	21,200,655
2027	11,875,000
2028	11,875,000
Thereafter	<u>74,020,834</u>
 Total	 <u>\$ 171,733,616</u>

## 6. ACCOUNTS PAYABLE AND ACCRUED EXPENSES

A summary of accounts payable and accrued expenses as of December 31, 2023 and 2022, is as follows:

	<b>2023</b>	<b>2022</b>
Convention allowance	\$15,933,132	\$13,474,787
Trade payables and other accruals	<u>9,005,933</u>	<u>8,574,687</u>
 Total accounts payable and accrued expenses	 <u>\$24,939,065</u>	 <u>\$22,049,474</u>

## 7. GUARANTEES AND OTHER COMMITMENTS AND CONTINGENCIES

On October 1, 2019, Master Issuer entered into the WBS and related base indenture (the “Indenture”). As of December 31, 2023, Master Issuer has issued the following outstanding series of fixed rate senior secured notes under the Indenture: (i) \$510,000,000 Series 2019-1, 3.882% Fixed Rate Senior Secured Notes, Class A-2 (the “2019-1 Class A-2 Notes”); (ii) \$260,000,000 Series 2021-1, 2.394% Fixed Rate Senior Secured Notes, Class A-2 (the “2021-1 Class A-2 Notes”); and (iii) \$260,000,000 Series 2022-1, 3.127% Fixed Rate Senior Secured Notes, Class A-2 (the “2022-1 Class A-2 Notes”; collectively, the notes described in (i) to (iii) are referred to herein as the “Class A-2 Notes”).

In connection with the issuance of the 2019-1 Class A-2 Notes, Master Issuer also entered into a revolving financing facility of Series 2019-1 Variable Funding Senior Secured Notes, Class A-1 (the “2019-1 Class A-1 Notes”), which allows for the drawing of up to \$95,000,000 on a revolving basis using various credit instruments, including a letter of credit facility. The Class A-2 Notes and the 2019-1 Class A-1 Notes are collectively referred to as the “Senior Notes.”

Interest and principal payments on the Class A-2 Notes are payable on a quarterly basis. The requirement to make such quarterly principal payments on the Class A-2 Notes is subject to certain financial conditions set forth in the Indenture. The legal final maturity dates for the Class A-2 Notes range from 2049 through 2052. If Master Issuer has not repaid or refinanced the Class A-2 Notes prior to their respective anticipated repayment dates, which range from 2026 through 2029, additional interest will accrue pursuant to the Indenture.

The 2019-1 Class A-1 Notes accrue interest at a variable interest rate based on (i) the prime rate; (ii) overnight federal funds rates; (iii) SOFR for U.S. dollars; or (iv) with respect to advances made by conduit investors, the weighted-average cost of, or related to, the issuance of commercial paper allocated to fund or maintain such advances, in each case, plus any applicable margin and as specified

in the 2019-1 Class A-1 Notes agreement. In addition, there is a commitment fee of 0.50% on the unused portion of the 2019-1 Class A-1 Notes. As of December 31, 2023 and 2022, Master Issuer maintained interest reserve letters of credit totaling \$8,750,000 and \$8,750,000, respectively. The interest reserve letters of credit, along with the outstanding 2019-1 Class A-1 Notes, reduced the available total of 2019-1 Class A 1 Notes to \$86,250,000 and \$81,250,000 as of December 31, 2023 and 2022, respectively.

The Senior Notes were issued under the WBS, pursuant to which Master Issuer and certain limited purpose, bankruptcy remote, wholly owned subsidiaries of Guarantor, act as guarantors (the "Guarantors") and have pledged substantially all of their domestic revenue-generating assets (consisting principally of franchise-related agreements, intellectual property, and license agreements for the use of intellectual property) to secure the Senior Notes. In connection therewith, the Company has guaranteed the obligations of Master Issuer under the Indenture and the Senior Notes and pledged substantially all of its assets to secure such obligations.

Industries, the Company, certain other Guarantors, and Master Issuer (the "Securitization Entities"), which are all subsidiaries of Borrower, have entered into a management agreement with Industries and the indenture trustee (the "Management Agreement"), whereby Industries will act as the manager (the "Manager") of the development and franchising on behalf of the Securitization Entities. The primary responsibilities of the Manager under the Management Agreement will be to administer collections and otherwise manage the pledged assets on behalf of the Securitization Entities and to perform certain franchising, marketing, intellectual property, operational, and reporting services on behalf of the Securitization Entities.

The Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Master Issuer maintains specified reserve accounts to be used to make required payments in respect of the Senior Notes; (ii) provisions relating to optional and mandatory prepayments, including specified make-whole payments in the case of the Senior Notes under certain circumstances; (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Senior Notes are in stated ways defective or ineffective; and (iv) covenants relating to recordkeeping, access to information, and similar matters. The Senior Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain a minimum ratio of net cash flows to debt service, failure to maintain an aggregate level of Servpro system-wide sales on certain measurement dates, certain manager termination events, an event of default, and the failure to repay or refinance the Senior Notes on the applicable scheduled maturity date. The Senior Notes are also subject to certain customary events of default, including events relating to nonpayment of required interest, principal, or other amounts due on or with respect to the Senior Notes; failure to comply with covenants within certain time frames; certain bankruptcy events; breaches of specified representations and warranties; and failure of security interests to be effective and certain judgments.

## **8. LEGAL MATTERS**

From time to time, the Company may be involved in various claims and litigation arising during the normal course of business. The legal proceedings are constantly evolving and subject to uncertainty. For any proceedings where losses are probable and reasonably capable of estimation, the Company will accrue for such potential losses. As of December 31, 2023 and 2022, management believes that any liability of the Company that may arise out of or with respect to these matters will not materially adversely affect the financial position, results of operations, or cash flows of the Company.

## 9. INCOME TAXES

The following table presents components of the Company's provision for income taxes for the years ended December 31, 2023, 2022, and 2021:

	2023	2022	2021
Current tax expense:			
Federal	\$ -	\$ -	\$ -
State	779,349	387,389	273,222
Foreign	-	-	-
	<u>779,349</u>	<u>387,389</u>	<u>273,222</u>
Total current tax expense			
	<u>779,349</u>	<u>387,389</u>	<u>273,222</u>
Deferred tax expense:			
Federal	-	-	-
State	664,552	404,865	1,461,273
Foreign	-	-	-
	<u>664,552</u>	<u>404,865</u>	<u>1,461,273</u>
Total deferred tax expense			
	<u>664,552</u>	<u>404,865</u>	<u>1,461,273</u>
Total provision for income taxes	<u>\$ 1,443,901</u>	<u>\$ 792,254</u>	<u>\$ 1,734,495</u>

The Company is a single-member limited liability company that is a wholly owned indirect subsidiary of Commodore, a US partnership that is not subject to federal income taxes. As such, no US federal income taxes or deferred tax assets or liabilities have been recorded in the Company's financial statements. However, the Company is subject to income taxes in various state and foreign jurisdictions. The effective tax rate varied from the statutory income tax rate due to the following significant items: state income taxes and other miscellaneous items.

Deferred income taxes arise because of differences in the book and tax basis of certain assets and liabilities. Significant components of deferred tax assets and liabilities include intangible assets and fixed assets.

The Company had unrecognized income tax benefits of \$444,000, \$262,294, and \$118,648 as of December 31, 2023, 2022, and 2021, respectively.

The Company has recognized through income tax expense approximately \$46,632, \$8,596, and \$0 of interest and penalties related to uncertain tax positions for the years ended December 31, 2023, 2022, and 2021, respectively. The Company had approximately \$46,632, \$8,596, and \$0 accrued for the payment of interest and penalties at December 31, 2023, 2022, and 2021, respectively.

## 10. RELATED-PARTY TRANSACTIONS

Under the WBS, all equipment, cleaning product and operating supply, and vehicle inventory is held by Servpro Distribution, LLC ("Distribution"), a wholly owned subsidiary of Master Issuer. Distribution sells inventory to Franchisor at cost, who then sells inventory to Servpro franchises. The Company's purchases of inventory from Distribution are reflected as product and equipment costs within the statements of operations.

The Company is a wholly owned indirect subsidiary of Industries. Under the WBS, the Company distributes cash to Industries for the funding of costs and fees. There are no plans for Industries to

repay the Company for the payments made. As such, these transactions were accounted for as permanent investments and recognized as distributions of equity. Similarly, Industries makes certain payments on behalf of the Company, and these transactions were accounted for as permanent investments and recognized as contributions of equity. The Company made equity distributions, net of equity contributions received, of \$277,984,101, \$185,494,538, and \$94,045,502 during the years ended December 31, 2023, 2022, and 2021, respectively.

## 11. SUBSEQUENT EVENTS

**Issuance of Notes**—On January 24, 2024, Master Issuer issued \$500,000,000 Series 2024-1, 6.174% Fixed Rate Senior Secured Notes, Class A-2 (the “2024-1 Class A-2 Notes”) under the Indenture. The legal final maturity date of the 2024-1 Class A-2 Notes is in January 2054. If Master Issuer has not repaid or refinanced the 2024-1 Class A-2 Notes prior to the anticipated repayment date of January 2031, additional interest will accrue pursuant to the Indenture.

In addition to the 2024-1 Class A-2 Notes, Master Issuer issued \$95,000,000 Series 2024-1, Variable Funding Senior Secured Notes, Class A-1 (the “2024-1 Class A-1 Notes”). The 2024-1 Class A-1 Notes replaced the 2019-1 Class A-1 Notes.

Master Issuer incurred approximately \$11,715,218 in debt financing costs, which will be amortized over the term of the debt. The remaining proceeds were used for general corporate purposes, which included a distribution of \$305,000,000 to Servpro Intermediate, LLC, which is wholly owned by Commodore, on January 30, 2024.

\* \* \* \* \*

**SERVPRO INDUSTRIES, LLC  
AUDITED FINANCIAL STATEMENTS**



# Servpro Industries, LLC and Subsidiaries

(A Wholly Owned Subsidiary of Servpro  
Borrower, LLC)

Consolidated Financial Statements as of  
December 31, 2023 and 2022, and for Each of the  
Three Years in the Period Ended December 31,  
2023, and Independent Auditor's Report

**SERVPRO INDUSTRIES, LLC AND SUBSIDIARIES**  
**(A Wholly Owned Subsidiary of Servpro Borrower, LLC)**

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## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Managers,  
Commodore Parent Holdings, LLC  
Gallatin, Tennessee

### **Opinion**

We have audited the consolidated financial statements of Servpro Industries, LLC and its subsidiaries (the "Company") (a wholly-owned subsidiary of Servpro Borrower, LLC), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations, changes in member's equity, and cash flows for each of the three years in the period ended December 31, 2023, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

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

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

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

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

## **Auditor's Responsibilities for the Audit of the Financial Statements**

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

In performing an audit in accordance with GAAS, we:

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

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

*Deloitte & Touche LLP*

April 12, 2024

**SERVPRO INDUSTRIES, LLC AND SUBSIDIARIES**  
**(A Wholly Owned Subsidiary of Servpro Borrower, LLC)**

**CONSOLIDATED BALANCE SHEETS**  
**AS OF DECEMBER 31, 2023 AND 2022**

	<b>2023</b>	<b>2022</b>
<b>ASSETS</b>		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 36,861,124	\$ 37,094,657
Restricted cash	9,368,809	9,136,247
Royalty, accounts, and notes receivable—net	46,918,564	55,671,222
Inventories	19,279,998	15,906,721
Prepaid expenses and other current assets	<u>7,448,899</u>	<u>5,460,697</u>
Total current assets	119,877,394	123,269,544
NOTES RECEIVABLE—Net	21,685,633	22,955,146
PROPERTY AND EQUIPMENT—Net	18,920,933	19,239,614
INTANGIBLE ASSETS—Net	886,733,616	917,908,134
GOODWILL	174,826,888	208,201,268
RIGHT-OF-USE LEASE ASSETS	338,730	-
OTHER ASSETS	<u>17,905</u>	<u>17,255</u>
TOTAL ASSETS	<u>\$ 1,222,401,099</u>	<u>\$ 1,291,590,961</u>
<b>LIABILITIES AND MEMBER'S EQUITY</b>		
CURRENT LIABILITIES:		
Deferred revenue—current	\$ 9,340,758	\$ 7,870,338
Accounts payable and accrued expenses	50,438,496	51,083,586
Current maturities of long-term debt	10,300,000	10,300,000
Lease liability—current	<u>68,244</u>	<u>-</u>
Total current liabilities	70,147,498	69,253,924
DEFERRED REVENUE	21,065,908	20,390,412
LONG-TERM DEBT	973,800,038	985,103,351
LEASE LIABILITY	268,968	-
DEFERRED INCOME TAXES	3,093,810	2,421,535
OTHER LIABILITIES	<u>499,229</u>	<u>278,562</u>
Total liabilities	<u>1,068,875,451</u>	<u>1,077,447,784</u>
MEMBER'S EQUITY	<u>153,525,648</u>	<u>214,143,177</u>
TOTAL LIABILITIES AND MEMBER'S EQUITY	<u>\$ 1,222,401,099</u>	<u>\$ 1,291,590,961</u>

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

**SERVPRO INDUSTRIES, LLC AND SUBSIDIARIES**  
**(A Wholly Owned Subsidiary of Servpro Borrower, LLC)**

**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021**

	2023	2022	2021
REVENUES:			
Franchise license revenue	\$ 243,622,307	\$ 199,211,525	\$ 177,132,278
Brand enhancement fund revenue	64,798,729	55,886,353	50,932,732
Product and equipment revenue	66,513,875	83,569,738	71,662,827
Interest income	3,596,786	1,823,245	1,525,306
Other revenue	4,955,581	5,975,117	4,340,141
	<u>383,487,278</u>	<u>346,465,978</u>	<u>305,593,284</u>
OPERATING COSTS AND EXPENSES:			
Royalty commissions	-	3,203,950	27,102,282
Product and equipment costs	49,734,922	62,171,652	53,603,567
Selling, general, and administrative expenses	137,844,624	135,131,571	114,093,104
Depreciation and amortization	65,680,572	81,622,378	56,756,593
Contract termination costs	-	1,233,767	-
	<u>253,260,118</u>	<u>283,363,318</u>	<u>251,555,546</u>
OPERATING INCOME	<u>130,227,160</u>	<u>63,102,660</u>	<u>54,037,738</u>
NONOPERATING EXPENSES—Net:			
Interest expense	38,831,343	39,214,729	29,104,221
Other nonoperating expenses—net	593,717	369,325	374,599
	<u>39,425,060</u>	<u>39,584,054</u>	<u>29,478,820</u>
INCOME BEFORE INCOME TAXES	90,802,100	23,518,606	24,558,918
PROVISION FOR INCOME TAXES	<u>1,570,772</u>	<u>929,413</u>	<u>1,736,154</u>
NET INCOME	<u>\$ 89,231,328</u>	<u>\$ 22,589,193</u>	<u>\$ 22,822,764</u>

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

**SERVPRO INDUSTRIES, LLC AND SUBSIDIARIES**  
**(A Wholly Owned Subsidiary of Servpro Borrower, LLC)**

**CONSOLIDATED STATEMENTS OF CHANGES IN MEMBER'S EQUITY**  
**FOR THE YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021**

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	<b>Member's Equity</b>
BALANCE—January 1, 2021	\$ 734,642,704
Net income	22,822,764
Contributions of interests from entities under common control	8,468,522
Equity-based compensation	2,689,639
Capital contributions (distributions)—net	<u>(298,543,312)</u>
BALANCE—December 31, 2021	470,080,317
Net income	22,589,193
Contributions of interests from entities under common control	(1,897)
Equity-based compensation	3,014,002
Repurchases of Class B units	(387,507)
Capital contributions (distributions)—net	<u>(281,150,931)</u>
BALANCE—December 31, 2022	214,143,177
Net income	89,231,328
Contributions of interests from entities under common control	185,048
Equity-based compensation	3,244,539
Repurchases of Class B units	(11,680)
Capital contributions (distributions)—net	<u>(153,266,764)</u>
BALANCE—December 31, 2023	<u>\$ 153,525,648</u>

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

**SERVPRO INDUSTRIES, LLC**  
**(A Wholly Owned Subsidiary of Servpro Borrower, LLC)**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021**

	2023	2022	2021
<b>OPERATING ACTIVITIES:</b>			
Net income	\$ 89,231,328	\$ 22,589,193	\$ 22,822,764
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	1,131,673	1,447,385	1,633,743
Amortization of intangible assets	31,174,518	46,800,613	21,748,469
Amortization of goodwill	33,374,380	33,374,380	33,374,380
Loss (gain) on sale of equipment	7,937	(88,774)	-
Amortization of deferred financing costs	4,047,893	4,044,160	3,073,520
Equity-based compensation	3,244,539	3,014,002	2,689,639
Deferred tax expense	672,275	402,930	1,252,757
Changes in operating assets and liabilities:			
Receivables	10,042,645	(26,942,954)	3,318,541
Inventories	(3,373,277)	(2,103,379)	(2,267,306)
Prepaid expenses and other current assets	(1,984,903)	(2,062,255)	800,204
Convention allowance payable	2,458,345	2,068,965	1,475,159
Deferred revenue, accounts payable, accrued expenses, and other liabilities	(763,565)	14,518,983	4,018,151
Net cash provided by operating activities	<u>169,263,788</u>	<u>97,063,249</u>	<u>93,940,021</u>
<b>INVESTING ACTIVITIES:</b>			
Purchases of property and equipment	(683,846)	(397,709)	(230,570)
Purchases of franchise and training and distribution licenses	-	(8,496,229)	(74,040,251)
Proceeds from sale of equipment	22,122	151,080	-
Cash received from contribution of interests from entities under common control	26,615	-	-
Net cash used in investing activities	<u>(635,109)</u>	<u>(8,742,858)</u>	<u>(74,270,821)</u>
<b>FINANCING ACTIVITIES:</b>			
Capital contributions (distributions)—net	(153,266,764)	(281,150,931)	(298,543,312)
Proceeds from debt issuance	25,000,000	304,000,000	317,000,000
Payment of debt financing costs	(51,206)	(5,851,159)	(6,143,585)
Repayment of debt	(40,300,000)	(93,650,000)	(28,400,000)
Repurchases of Class B units	(11,680)	(387,507)	-
Net cash used in financing activities	<u>(168,629,650)</u>	<u>(77,039,597)</u>	<u>(16,086,897)</u>
NET INCREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(971)	11,280,794	3,582,303
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH—Beginning of period	46,230,904	34,950,110	31,367,807
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH—End of period	<u>\$ 46,229,933</u>	<u>\$ 46,230,904</u>	<u>\$ 34,950,110</u>
NONCASH FINANCING ACTIVITIES—Equity contribution—interests of entities under common control	<u>\$ 185,048</u>	<u>\$ (1,897)</u>	<u>\$ 8,468,522</u>
<b>SUPPLEMENTAL CASH FLOW INFORMATION:</b>			
Net cash paid (refunded) for income taxes	<u>\$ 200,687</u>	<u>\$ (101,441)</u>	<u>\$ 468,100</u>
Cash paid for interest	<u>\$ 34,979,771</u>	<u>\$ 33,204,117</u>	<u>\$ 24,451,756</u>

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



# SERVPRO INDUSTRIES, LLC AND SUBSIDIARIES

## (A Wholly Owned Subsidiary of Servpro Borrower, LLC)

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS AS OF DECEMBER 31, 2023 AND 2022, AND FOR EACH OF THE THREE YEARS IN THE PERIOD ENDED DECEMBER 31, 2023

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#### 1. NATURE OF THE BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Nature of Business**—Servpro Industries, LLC and its subsidiaries (the “Company” or “Servpro”) is a limited liability company that, prior to March 26, 2019, was a wholly owned subsidiary of Servpro Holding Company, Inc. (the “Predecessor”). Following the closing on March 26, 2019, of the transaction under a purchase agreement (the “Transaction”) between Commodore Buyer, LLC (the “Buyer”) and the Predecessor related to the acquisition of Commodore Parent Holdings, LLC (“Commodore”), the Company became a wholly owned, indirect subsidiary of Commodore.

Prior to the transaction, the Company was a corporation named Servpro Industries, Inc. and was treated as an S corporation prior to March 22, 2019. Effective as of that date and in connection with the Transaction, the Company was converted to a single-member limited liability company.

The Buyer is a legal entity formed by investment funds affiliated with Blackstone Group Inc. (“Blackstone”). The Predecessor formed Commodore through the contribution of all ownership interests. Commodore then formed Servpro Intermediate, LLC (“Intermediate”), which formed Servpro Borrower, LLC (“Borrower”), which holds all of the ownership interest in the Company.

The Predecessor was a legal entity originally formed by the Isaacson family, which, prior to the Transaction, owned all of the ownership interests of Servpro Industries, Inc.; Servpro Intellectual Property, Inc.; Servpro Professional Cleaning Products, Inc.; and various other Servpro subsidiaries. Under the terms of the Transaction, the Company became the new parent entity of Servpro and its subsidiaries.

On October 1, 2019, Servpro Master Issuer, LLC (“Master Issuer”), a special-purpose Delaware limited liability company that is an indirect, wholly owned subsidiary of the Company, entered into a whole-business securitization (WBS) financing facility. As part of the WBS, Servpro SPV Guarantor, LLC (“Guarantor”); Servpro Franchisor, LLC (“Franchisor”); Servpro Distribution, LLC; and Servpro Assets, LLC were formed as securitization entities and are subsidiaries of the Company. Refer to Note 10 for further details on the WBS.

**Description of the Business**—Franchisor, an indirect, wholly owned subsidiary of the Company, is a franchisor of independently owned and operated “SERVPRO” franchises located throughout the United States. Franchises provide cleaning, mitigation, restoration, and reconstruction services for residential and commercial customers. Principal operations of the Company include sales of franchises; sales of cleaning products and equipment; as well as providing franchise consulting and training support services in the areas of marketing, production, finance, management, and office administration.

In these consolidated financial statements and related notes, all references to “we,” “us,” and “our” refer, unless the context requires otherwise, to the period subsequent to the Transaction, to the Company and its subsidiaries.

**Basis of Presentation**—The consolidated financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP) and are presented in US dollars, unless otherwise indicated.

The consolidated financial statements and related notes as of December 31, 2023 and 2022, and for each of the three years in the period ended December 31, 2023, have been prepared on a consolidated basis.

**Revenue Recognition**—The Company's revenues are composed mostly of franchise license revenue, brand enhancement fund revenue, and product and equipment revenue.

**Franchise License Revenue**—Franchise license revenue consists primarily of royalties, franchise fees, transfer fees, renewal fees, and other recurring fees assessed under the franchise agreement.

Initial franchise fees are payable by the franchisee upon signing a new franchise agreement, and transfer fees are paid to the Company when one franchise owner group transfers a franchise agreement to a different franchise owner group. The Company's primary performance obligation under the franchise license is granting certain rights to use the Company's intellectual property, and all other services the Company provides under the franchise agreement are highly interrelated; not distinct within the contract; and, therefore, accounted for as a single performance obligation, which is satisfied by granting certain rights to use the Company's intellectual property over the term of each franchise agreement. Franchise fees, transfer fees, and renewal fees are recognized as revenue on a straight-line basis over the term of the respective franchise agreement, which is typically a 5-year term, unless terminated or transferred earlier, upon which recognition is accelerated.

Royalties are calculated as a percentage of franchise monthly gross receipts over the term of the franchise agreement. Our franchise royalties represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized on a monthly basis as franchisees generate revenue.

The Company is responsible for providing information technology and call center support services throughout the term of the franchise agreement. The fees for such services are calculated and recognized on a monthly basis.

**Brand Enhancement Fund Revenue**—Under our franchise agreements, brand enhancement fund contributions paid by franchisees must be spent on advertising, marketing, and related brand enhancement activities. Both the fees and the expenses related to the brand enhancement fund are reported on a gross basis as management determined the Company to be the principal in the transaction.

Franchisee contributions to the brand enhancement fund are calculated as a percentage of franchise monthly gross receipts over the term of the franchise agreement. Our brand enhancement fund contributions represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized on a monthly basis as franchisees generate revenue.

**Product and Equipment Revenue**—The Company sells and delivers equipment and parts, cleaning products, operating supplies, vehicles, and other products to franchise locations. Revenue is recognized upon transfer of control of ordered items, which is when the legal title is transferred, the customer has all risks and rewards of ownership, and an obligation to pay for the goods is created. Goods are either delivered by a third-party carrier, Servpro carrier, or picked up by the franchise owners. Franchisees are charged for all freight costs incurred for the delivery of goods by third-party carriers. Freight revenue is

recorded with freight costs on a net basis as the shipment was determined to be a separate performance obligation in which the third-party freight company is the principal in the transaction.

**Contract Liabilities**—Contract liabilities, which are classified as deferred revenue in the consolidated balance sheets, result from franchise fees, transfer fees, and renewal fees, which are generally recognized on a straight-line basis over the term of the underlying franchise agreement.

**Cash, Cash Equivalents, and Restricted Cash**—Cash and cash equivalents consist of highly liquid investments that are readily convertible to cash, with maturities of three months or less from the date of purchase.

In accordance with the WBS, certain cash accounts have been established with the trustee for the benefit of the trustee and the noteholders and are restricted in their use. The Company holds restricted cash, which primarily represents interest, principal, and commitment fee reserves held by the trustee related to the Series Notes as described in Note 10. As of December 31, 2023 and 2022, the Company had restricted cash held by the trustee of \$9,368,809 and \$9,136,247, respectively. Restricted cash has been combined with cash and cash equivalents when reconciling the beginning and end-of-period balances in the consolidated statements of cash flows. Refer to Note 10 for further details on the WBS.

**Receivables**—Notes receivable from franchises relating to the sale of equipment and parts, cleaning products, operating supplies, vehicles, other products, or franchise licenses are stated at the original principal amount, less applicable franchise principal payments. Trade receivables are reported at gross sales price, plus billable costs, less applicable franchise payments or adjustments. Interest is charged on trade receivables outstanding for more than 30 days or 60 days past the invoice due date, depending on the customer. Interest is recognized as charged. Royalty receivables are recognized based on a specified percentage of monthly gross receipts of franchises, less applicable franchise payments or adjustments. The Company generally does not charge interest on royalty receivables.

The Company enters into agreements with customers whereby the Company refers cleaning, mitigation, restoration, and reconstruction service requests to independently owned and operated franchises. Under certain agreements, the Company issues invoices and collects funds on behalf of the franchises for the franchises' performance of the services. The Company is an agent in these transactions. Amounts invoiced for these transactions have been presented as franchise license revenue, net of amounts owed to franchises, within the consolidated statements of operations for the years ended December 31, 2023, 2022, and 2021. Net amounts owed to franchises related to these transactions have been presented within accounts payable and accrued expenses in the consolidated balance sheets as of December 31, 2023 and 2022.

**Allowance for Credit Losses**—An allowance for credit losses is provided on receivables which, in management's opinion, may not be fully collectible. Receivables are continually assessed for collectibility and receivables determined by management to be uncollectible are charged off against the allowance for credit losses in the period of determination. Subsequent recoveries of previously charged-off accounts are credited to the allowance.

Accounts receivable are carried at their net realizable value. The Company evaluates its accounts receivable and establishes an allowance for expected credit losses based on a combination of specific customer circumstances and credit conditions as well as based on a history of write-offs, collections, and other factors. Accounts are written off when they are no longer collectible. The Company's allowance for expected credit losses was \$258,911 and \$375,083 at December 31, 2023 and 2022, respectively.

**Inventories**—Inventories consist principally of equipment and parts, cleaning products, operating supplies, vehicles, and other products, which the Company sells to its franchises and are reported at the lower of cost or net realizable value, with cost determined by actual costs for equipment and vehicles and the first-in, first-out (FIFO) method for supplies.

**Property and Equipment**—Property and equipment are reported at cost, net of accumulated depreciation, and include improvements that significantly add to productive capacity or extend useful lives of the assets. Costs of maintenance and repairs are charged to expense. The cost and related accumulated depreciation of disposed depreciable assets are removed from the accounts and any gain or loss is included in nonoperating income (expenses) for the period. Depreciation is computed using the straight-line method over the estimated useful lives of depreciable assets as follows:

Buildings and leasehold improvements	5–39 years
Equipment	2–10 years

**Goodwill**—As a result of the Transaction, the excess of the purchase price over the estimated fair value of the net assets acquired resulted in a residual balance. In accordance with Accounting Standards Codification (ASC) 350-20, *Intangibles—Goodwill and Other*, the Company has elected to amortize the goodwill balance on a straight-line basis over 10 years. There was no impairment of goodwill during the years ended December 31, 2023, 2022, and 2021.

**Intangible Assets**—Definite-lived intangible assets are amortized on a straight-line basis using the following estimated useful lives of the related classes of intangibles:

Franchise agreements	16 years
Reacquired franchise licenses	0–5 years
Reacquired training and distribution licenses	0–5 years

The Company's brand name has an indefinite life and is not amortized.

The Company evaluates the remaining useful lives each reporting period to assess classification as indefinite-lived assets. For the Company's indefinite-lived asset, management performs an impairment analysis annually, or more frequently, if events or changes in circumstances indicate the carrying amount may not be recoverable. If events or changes in circumstances indicate the carrying amount may not be recoverable, the fair value of the indefinite-lived intangible asset is estimated using the discounted future cash flows. Estimates in the determination of the fair value of indefinite-lived intangible asset include the anticipated future revenues of franchised locations and the resulting cash flows. There was no impairment of intangible assets during the years ended December 31, 2023, 2022, and 2021.

**Leases**—The Company held no material leases as of December 31, 2022. During the year ended December 31, 2023, the Company entered into leases for office equipment. Leases with an initial term of 12 months or less are not recorded on the balance sheet; the Company recognizes lease expense for these leases on a straight-line basis over the lease term. The Company accounts for fixed lease and non-lease components together as a single, combined lease component. Variable lease costs, including meter overages, are not included in the lease liability and are expensed in the period incurred. Lease costs are included in selling, general, and administrative expenses on the consolidated statements of operations.

The office equipment leases generally have original lease terms of five years, and typically include a renewal option, with renewal option terms that can generally extend the lease term by one year. The

exercise of lease renewal options is at the Company's sole discretion. The Company includes renewal options in the expected lease term when they are reasonably certain to be exercised.

At the inception of each lease, the Company determines its appropriate classification as an operating or financing lease. As of December 31, 2023, all of the Company's leases are operating leases. Operating lease assets and liabilities are recognized at the lease commencement date. Operating lease liabilities represent the present value of lease payments not yet paid. Operating lease right-of-use ("ROU") assets represent the right to use an underlying asset and are based upon the operating lease liabilities adjusted for prepayments, initial direct costs and lease incentives. The Company determines the present value of lease payments not yet paid using an estimated incremental secured borrowing rate, which is based upon the risk-free rate corresponding to the maturities of the leases. All ROU assets are periodically reviewed for impairment in accordance with standards that apply to long-lived assets.

**Impairment of Long-Lived Assets**—Management reviews the carrying value of its investment in long-lived assets whenever events or changes in circumstances indicate that the carrying value of the assets may not be recoverable. A recoverability test is performed by comparing the undiscounted cash flows to carrying value of the assets. If a long-lived asset is determined to be impaired, the amount recognized for impairment is equal to the difference between the asset's carrying value and fair value. There were no indicators of impairment for the years presented that required a recoverability test.

**Convention Allowance Payable**—Franchises accrue a convention allowance in the amount of 10% of royalty fees paid if royalty fees are paid by the due date and the franchise is current on all obligations to the Company. Convention allowance is reported as a current liability within accounts payable and accrued expenses in the consolidated balance sheets. Convention allowance is reimbursed to franchises who attend the annual convention and fulfill certain other requirements.

**Income Taxes**—The Company is a single-member limited liability company that is wholly owned by Borrower, which is wholly owned by Intermediate, which is wholly owned by Commodore, a domestic partnership that is not subject to federal income taxes. As such, no US federal income taxes have been recorded in the Company's consolidated financial statements. However, the Company is subject to income taxes in various state and foreign jurisdictions.

The Company recognizes income taxes under the liability method. Deferred tax assets and liabilities are determined based on the difference between the consolidated financial statement carrying amounts and tax basis of existing assets and liabilities and operating losses and tax credit carryforwards, using expected tax rates for the year in which the differences are expected to reverse. The effect on deferred taxes of a change in tax rates is recognized in income in the period that includes the enactment date. The Company provides valuation allowances against deferred tax assets for which it believes it is more likely than not that such assets will not be realized.

The Company recognizes liabilities for uncertain income tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if, based on the weight of available evidence, it is more likely than not that the position will be sustained on examination. The second step requires the Company to estimate and measure the tax impact as the largest amount that is more than 50% likely to be realized upon ultimate settlement with a taxing authority. It is inherently difficult and subjective to estimate such amounts, as this may require us to determine the probability of various possible outcomes. The Company reevaluates these uncertain tax positions on a periodic basis. This evaluation is based on factors, including, but not limited to, current-year tax positions, expiration of statutes of limitations, litigation, legislative activity, or other changes in facts and circumstances. Such a change in recognition or measurement would result in the recognition of a tax benefit or an additional charge to the tax provision in that period.

The statute of limitations for Tennessee income tax purposes remains open from the tax years beginning January 1, 2020.

**Equity-Based Compensation**—Certain senior management employees and members of the Commodore board of managers are partially compensated for their services through an equity-based compensation plan. The compensation expense is determined based on the fair value of the award as of the grant date. Compensation expense is recognized over the vesting period, which is the period over which all of the specified vesting conditions are satisfied. The Company accounts for forfeitures as they occur by reversing compensation cost for unvested awards when the award is forfeited. Refer to Note 14 for further details.

**Contract Termination Costs**—Effective December 31, 2022, the Company terminated a contract, whereby an independent contractor previously provided training services to certain of the Company's franchises. In order to terminate the contract, the Company incurred a fee of \$1,233,767, which was separately presented within total operating costs and expenses in the consolidated statements of operations for the year ended December 31, 2022. Such amount was paid to the independent contractor in February of 2023.

**Use of Estimates in the Preparation of Consolidated Financial Statements**—The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ significantly from those estimates.

**Recent Authoritative Accounting Guidance**—In June 2016, the Financial Accounting Standards Board (FASB) issued ASU No. 2016-13, *Financial Instruments—Credit Losses (Topic 326)*, which requires an entity to recognize as an allowance its estimate of expected credit losses. For nonpublic entities, this update is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The Company adopted this guidance during the year ended December 31, 2023, and there was no material impact on our consolidated financial statements or related disclosures.

In March 2020, the FASB issued ASU No. 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. This update provides optional guidance for a limited period of time to ease potential accounting impacts associated with transitioning away from reference rates that are expected to be discontinued, such as the London InterBank Offered Rate (LIBOR). The guidance, as amended, was effective upon issuance and may be applied prospectively to applicable contract modifications through December 31, 2024. As further discussed in Note 10, our 2019-1 Class A-1 Notes previously accrued interest based on LIBOR. During 2023, such notes were amended to transition from LIBOR to the Secured Overnight Financing Rate (SOFR). Neither the transition nor the adoption of the standard had a material impact on our consolidated financial statements or related disclosures.

In December 2023, the FASB issued ASU No. 2023-09, *Improvements to Income Tax Disclosures*. The update requires annual disclosure of specific categories in the rate reconciliation and additional information for reconciling items that meet a quantitative threshold. The update also requires annual disclosure of income taxes paid disaggregated by federal, state, and foreign taxes and by individual jurisdictions in which income taxes paid are equal to or greater than 5% of total income taxes paid. The update is effective for annual periods beginning after December 15, 2025. The Company is currently evaluating the impact of adoption on our consolidated financial statements.

**Subsequent Events**—The Company follows the authoritative guidance in ASC 855, *Subsequent Events*. The Company evaluated events and transactions that occurred between December 31, 2023, and April 12, 2024, the date the consolidated financial statements were available to be issued, for possible recognition or disclosure in the consolidated financial statements. Refer to Note 16 for further details.

## 2. CONCENTRATION OF CREDIT RISK

The Company maintains cash balances at financial institutions insured by the Federal Deposit Insurance Corporation (FDIC) up to statutory limits. Certain of the Company’s depositor accounts exceeded FDIC insurance limits as of December 31, 2023 and 2022. The Company considers credit risk periodically by evaluating the stability of its financial institutions. The Company has not experienced any losses in such accounts and management considers this to be a normal business risk.

The Company performs ongoing credit evaluations of its customers’ financial condition and may require collateral to support customer receivables. The Company establishes an allowance for credit losses based on factors surrounding the credit risk of specific customers, historical trends, and other information.

## 3. REVENUE RECOGNITION

**Revenue from Contracts with Customers**—Our significant accounting policies related to revenue recognition are described in Note 1 to the consolidated financial statements.

**Contract Liabilities**—Contract liabilities consist of deferred revenue resulting from franchise fees, transfer fees, and renewal fees, which are recognized on a straight-line basis over the term of the underlying franchise agreement. We classify these contract liabilities as deferred revenue in our consolidated balance sheets, with the portion expected to be earned over the 12 months following the consolidated balance sheet date presented as current. The following table reflects the change in contract liabilities between January 1, 2021, and December 31, 2023:

	2023	2022	2021
Deferred revenue at beginning of period	\$ 28,260,750	\$ 19,590,921	\$ 14,464,844
Revenue recognized during the period	(9,322,365)	(7,525,956)	(5,407,519)
New deferrals due to cash received and other	<u>11,468,281</u>	<u>16,195,785</u>	<u>10,533,596</u>
Deferred revenue at end of period	<u>\$ 30,406,666</u>	<u>\$ 28,260,750</u>	<u>\$ 19,590,921</u>

The following table reflects the estimated deferred revenue to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

<b>Years Ending December 31</b>	
2024	\$ 9,472,884
2025	8,258,047
2026	6,815,018
2027	4,398,932
2028	1,379,444
Thereafter	<u>82,341</u>
Total	<u>\$ 30,406,666</u>

#### 4. RECEIVABLES

A summary of receivables as of December 31, 2023 and 2022, is as follows:

	<b>2023</b>	<b>2022</b>
Notes	\$ 37,101,449	\$ 37,963,502
Royalties	19,878,755	19,145,052
Trade receivables	11,761,299	21,856,408
Receivable from affiliate	121,605	36,489
Less allowance for credit losses	<u>(258,911)</u>	<u>(375,083)</u>
Receivables—net	<u>\$ 68,604,197</u>	<u>\$ 78,626,368</u>

Notes receivable are generally collateralized by all assets of the franchise. Monthly installments are due over 90 days to 8 years and include interest at rates ranging from 0% to 13.5% per annum.

A summary of future principal maturities of notes receivable as of December 31, 2023, is as follows:

<b>Years Ending December 31</b>	
2024	\$ 15,386,192
2025	9,092,251
2026	6,804,826
2027	3,889,138
2028	1,650,046
Thereafter	<u>278,996</u>
Total	<u>\$ 37,101,449</u>



## 5. INVENTORIES

A summary of inventories as of December 31, 2023 and 2022, is as follows:

	<b>2023</b>	<b>2022</b>
Equipment and parts	\$ 11,080,234	\$ 5,832,093
Cleaning products	1,617,341	1,869,325
Operating supplies	2,688,404	2,341,561
Vehicles	3,274,972	5,145,610
Other products	<u>619,047</u>	<u>718,132</u>
Total inventories	<u>\$ 19,279,998</u>	<u>\$ 15,906,721</u>

Certain amounts as of December 31, 2022, have been reclassified to align with the presentation of similar amounts as of December 31, 2023.

## 6. PROPERTY AND EQUIPMENT

A summary of property and equipment as of December 31, 2023 and 2022, is as follows:

	<b>2023</b>	<b>2022</b>
Building and leasehold improvements	\$ 19,753,289	\$ 19,582,253
Machinery and equipment	5,245,067	4,786,209
Transportation equipment	391,029	297,572
Office equipment	895,424	737,811
Land	760,000	760,000
Construction in process	<u>-</u>	<u>78,946</u>
Gross property and equipment	27,044,809	26,242,791
Less accumulated depreciation	<u>(8,123,876)</u>	<u>(7,003,177)</u>
Property and equipment—net	<u>\$ 18,920,933</u>	<u>\$ 19,239,614</u>

Depreciation expense amounted to \$1,131,673, \$1,447,385, and \$1,633,743 for the years ended December 31, 2023, 2022, and 2021, respectively.

## 7. LEASES

The Company held no material leases as of December 31, 2022. During the year ended December 31, 2023, the Company entered into leases for office equipment. A summary of right-of-use lease assets and lease liabilities as of December 31, 2023 is as follows:

<b>Leases Assets</b>	<b>Classification within</b>	<b>2023</b>
Operating	Right-of-use lease assets	<u>\$ 338,730</u>
<b>Liabilities</b>		
Current— Operating	Lease liability—current	\$ 68,244
Noncurrent— Operating	Lease liability	<u>268,968</u>
Total lease liabilities		<u>\$ 337,212</u>
Weighted-average remaining lease term—operating leases		4.61 years
Weighted-average discount rate—operating leases		4.10 %

The components of lease cost were as follows:

	<b>2023</b>
Operating lease cost	\$ 32,079
Variable lease cost	<u>7,780</u>
Total lease cost	<u>\$ 39,859</u>

The Company's costs related to short-term leases, those with a duration between one and twelve months, were immaterial.

Supplemental disclosures of cash flow information related to leases as of December 31, 2023 are as follows:

	<b>2023</b>
Cash paid—net—for lease liabilities	\$ 35,730
Operating lease right-of-use assets obtained in exchange for operating leases	365,137

Maturities of lease liabilities as of December 31, 2023, were as follows:

**Years Ending  
December 31**

2024	\$ 80,632
2025	80,632
2026	80,632
2027	80,632
2028	47,035
Thereafter	<u>-</u>
Total	369,563
Less imputed interest	<u>(32,351)</u>
Present value of future minimum lease liabilities	<u>\$ 337,212</u>

**8. INTANGIBLE ASSETS AND GOODWILL**

A summary of intangible assets and goodwill as of December 31, 2023 and 2022, is as follows:

	<b>2023</b>		
	<b>Cost</b>	<b>Accumulated Amortization</b>	<b>Net</b>
Indefinite lived—brand name	\$ 715,000,000	\$ -	\$715,000,000
Definite lived:			
Franchise agreements	190,000,000	(56,604,166)	133,395,834
Reacquired franchise licenses	120,000	(120,000)	-
Reacquired training and distribution licenses	<u>114,168,977</u>	<u>(75,831,195)</u>	<u>38,337,782</u>
Total intangible assets—net	<u>\$1,019,288,977</u>	<u>\$(132,555,361)</u>	<u>\$886,733,616</u>
Goodwill	<u>\$ 334,018,108</u>	<u>\$(159,191,220)</u>	<u>\$174,826,888</u>
	<b>2022</b>		
	<b>Cost</b>	<b>Accumulated Amortization</b>	<b>Net</b>
Indefinite lived—brand name	\$ 715,000,000	\$ -	\$715,000,000
Definite lived:			
Franchise agreements	190,000,000	(44,729,167)	145,270,833
Reacquired franchise licenses	120,000	(120,000)	-
Reacquired training and distribution licenses	<u>114,168,977</u>	<u>(56,531,676)</u>	<u>57,637,301</u>
Total intangible assets—net	<u>\$1,019,288,977</u>	<u>\$(101,380,843)</u>	<u>\$917,908,134</u>
Goodwill	<u>\$ 334,018,108</u>	<u>\$(125,816,840)</u>	<u>\$208,201,268</u>

Amortization expense amounted to \$64,548,898, \$80,174,993, and \$55,122,849 for the years ended December 31, 2023, 2022, and 2021, respectively.

A summary of future amortization expense on intangible assets and goodwill as of December 31, 2023, is as follows:

**Years Ending  
December 31**

2024	\$ 61,534,345
2025	58,067,978
2026	54,575,035
2027	45,249,380
2028	45,340,816
Thereafter	<u>81,792,950</u>
Total	<u>\$ 346,560,504</u>

**9. ACCOUNTS PAYABLE AND ACCRUED EXPENSES**

A summary of accounts payable and accrued expenses as of December 31, 2023 and 2022, is as follows:

	<b>2023</b>	<b>2022</b>
Convention allowance	\$ 15,933,132	\$ 13,474,787
Accrued payroll	10,268,142	8,545,201
Accrued WBS interest and expenses	8,508,253	8,704,574
Trade payables and other accruals	<u>15,728,969</u>	<u>20,359,024</u>
Total accounts payable and accrued expenses	<u>\$ 50,438,496</u>	<u>\$ 51,083,586</u>

**10. DEBT**

A summary of debt as of December 31, 2023 and 2022, is as follows:

	<b>2023</b>	<b>2022</b>
Class A-1 Notes:		
2019-1 Class A-1 Notes	\$ -	\$ 5,000,000
Class A-2 Notes:		
2019-1 Class A-2 Notes, anticipated repayment date 2026	489,600,000	494,700,000
2021-1 Class A-2 Notes, anticipated repayment date 2028	253,500,000	256,100,000
2022-1 Class A-2 Notes, anticipated repayment date 2029	<u>255,450,000</u>	<u>258,050,000</u>
Total debt—excluding deferred financing costs	998,550,000	1,013,850,000
Deferred financing costs—net of accumulated amortization	<u>(14,449,962)</u>	<u>(18,446,649)</u>
Total debt	984,100,038	995,403,351
Less current portion of long-term debt	<u>(10,300,000)</u>	<u>(10,300,000)</u>
Total long-term debt	<u>\$973,800,038</u>	<u>\$ 985,103,351</u>

Future annual principal payments of long-term debt as of December 31, 2023, are as follows:

<b>Years Ending December 31</b>	
2024	\$ 10,300,000
2025	10,300,000
2026	484,600,000
2027	5,200,000
2028	245,700,000
Thereafter	<u>242,450,000</u>
 Total	 <u>\$ 998,550,000</u>

**Senior Notes**—On October 1, 2019, Master Issuer entered into the WBS and related base indenture (the “Indenture”). As of December 31, 2023, Master Issuer has issued the following outstanding series of fixed rate senior secured notes under the Indenture: (i) \$510,000,000 Series 2019-1, 3.882% Fixed Rate Senior Secured Notes, Class A-2 (the “2019-1 Class A-2 Notes”); (ii) \$260,000,000 Series 2021-1, 2.394% Fixed Rate Senior Secured Notes, Class A-2 (the “2021-1 Class A-2 Notes”); and (iii) \$260,000,000 Series 2022-1, 3.127% Fixed Rate Senior Secured Notes, Class A-2 (the “2022-1 Class A-2 Notes”; collectively, the notes described in (i) to (iii) are referred to herein as the “Class A-2 Notes”).

In connection with the issuance of the 2019-1 Class A-2 Notes, Master Issuer also entered into a revolving financing facility of Series 2019-1 Variable Funding Senior Secured Notes, Class A-1 (the “2019-1 Class A-1 Notes”), which allows for the drawing of up to \$95,000,000 on a revolving basis using various credit instruments, including a letter of credit facility. The Class A-2 Notes and the 2019-1 Class A-1 Notes are collectively referred to as the “Senior Notes.”

Interest and principal payments on the Class A-2 Notes are payable on a quarterly basis. The requirement to make such quarterly principal payments on the Class A-2 Notes is subject to certain financial conditions set forth in the Indenture. The legal final maturity dates for the Class A-2 Notes range from 2049 through 2052. If Master Issuer has not repaid or refinanced the Class A-2 Notes prior to their respective anticipated repayment dates, which range from 2026 through 2029, additional interest will accrue pursuant to the Indenture.

The 2019-1 Class A-1 Notes accrue interest at a variable interest rate based on (i) the prime rate; (ii) overnight federal funds rates; (iii) SOFR for U.S. dollars; or (iv) with respect to advances made by conduit investors, the weighted-average cost of, or related to, the issuance of commercial paper allocated to fund or maintain such advances, in each case, plus any applicable margin and as specified in the 2019-1 Class A-1 Notes agreement. In addition, there is a commitment fee of 0.50% on the unused portion of the 2019-1 Class A-1 Notes. As of December 31, 2023 and 2022, Master Issuer maintained interest reserve letters of credit totaling \$8,750,000 and \$8,750,000, respectively. The interest reserve letters of credit, along with the outstanding 2019-1 Class A-1 Notes, reduced the available total of 2019-1 Class A-1 Notes to \$86,250,000 and \$81,250,000 as of December 31, 2023 and 2022, respectively.

The Senior Notes were issued under the WBS, pursuant to which Master Issuer and certain limited-purpose, bankruptcy remote, wholly owned subsidiaries of Guarantor, act as guarantors (the “Guarantors”) and have pledged substantially all of their domestic revenue-generating assets

(consisting principally of franchise-related agreements, intellectual property, and license agreements for the use of intellectual property) to secure the Senior Notes. In connection therewith, Guarantor has guaranteed the obligations of Master Issuer under the Indenture and the Senior Notes and pledged substantially all of its assets to secure such obligations.

The Company, certain other Guarantors, and Master Issuer (the “Securitization Entities”), which are all subsidiaries of Borrower, have entered into a management agreement with the Company and the indenture trustee (the “Management Agreement”), whereby the Company will act as the manager (the “Manager”) of the development and franchising on behalf of the Securitization Entities. The primary responsibilities of the Manager under the Management Agreement will be to administer collections and otherwise manage the pledged assets on behalf of the Securitization Entities and to perform certain franchising, marketing, intellectual property, operational, and reporting services on behalf of the Securitization Entities.

The Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Master Issuer maintains specified reserve accounts to be used to make required payments in respect of the Senior Notes; (ii) provisions relating to optional and mandatory prepayments, including specified make-whole payments in the case of the Senior Notes under certain circumstances; (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Senior Notes are in stated ways defective or ineffective; and (iv) covenants relating to recordkeeping, access to information, and similar matters. The Senior Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain a minimum ratio of net cash flows to debt service, failure to maintain an aggregate level of Servpro system-wide sales on certain measurement dates, certain manager termination events, an event of default, and the failure to repay or refinance the Senior Notes on the applicable scheduled maturity date. The Senior Notes are also subject to certain customary events of default, including events relating to nonpayment of required interest, principal, or other amounts due on or with respect to the Senior Notes; failure to comply with covenants within certain time frames; certain bankruptcy events; breaches of specified representations and warranties; and failure of security interests to be effective and certain judgments.

**Deferred Financing Costs**—Deferred financing costs of \$51,206, \$5,851,159, and \$6,143,585 were paid for the years ended December 31, 2023, 2022, and 2021, respectively. Amortization of deferred financing costs amounted to \$4,047,893, \$4,044,160, and \$3,073,520 for the years ended December 31, 2023, 2022, and 2021, respectively, and is included in interest expense within the consolidated statements of operations.

## **11. LEGAL MATTERS**

From time to time, the Company may be involved in various claims and litigation arising during the normal course of business. The legal proceedings are constantly evolving and subject to uncertainty. For any proceedings where losses are probable and reasonably capable of estimation, the Company will accrue for such potential losses. As of December 31, 2023 and 2022, management believes that any liability of the Company that may arise out of or with respect to these matters will not materially adversely affect the financial position, results of operations, or cash flows of the Company.

## 12. INCOME TAXES

The following table presents components of the Company's provision for income taxes for the years ended December 31, 2023, 2022, and 2021:

	2023	2022	2021
Current tax expense:			
Federal	\$ -	\$ -	\$ -
State	898,497	526,483	276,592
Foreign	-	-	-
	<u>898,497</u>	<u>526,483</u>	<u>276,592</u>
Total current tax expense			
	<u>898,497</u>	<u>526,483</u>	<u>276,592</u>
Deferred tax expense:			
Federal	-	-	-
State	672,275	402,930	1,459,562
Foreign	-	-	-
	<u>672,275</u>	<u>402,930</u>	<u>1,459,562</u>
Total deferred tax expense			
	<u>672,275</u>	<u>402,930</u>	<u>1,459,562</u>
Provision for income taxes	<u>\$ 1,570,772</u>	<u>\$ 929,413</u>	<u>\$ 1,736,154</u>

The Company is a single-member limited liability company that is wholly owned by Borrower, which is wholly owned by Intermediate, which is wholly owned by Commodore, a domestic partnership that is not subject to federal income taxes. As such, no US federal income taxes have been recorded in the Company's consolidated financial statements. However, the Company is subject to income taxes in various state and foreign jurisdictions. The effective tax rate varied from the statutory income tax rate due to the following significant items: state income taxes, valuation allowance, and other miscellaneous items.

Deferred income taxes arise because of differences in the book and tax basis of certain assets and liabilities. Significant components of deferred tax assets and liabilities include intangible assets, fixed assets, state net operating loss (NOL) carryforwards, and the valuation allowance on deferred tax assets.

State NOLs of the Company approximate \$12,745,756, \$9,624,293, and \$5,037,696 as of December 31, 2023, 2022, and 2021, respectively. These NOLs are generally available for use for state tax purposes, and they begin expiring in 2034.

As of December 31, 2023, 2022, and 2021, the Company maintained a valuation allowance of \$12,743,948, \$9,733,858, and \$5,170,697 on its deferred tax assets.

The Company had unrecognized income tax benefits of \$444,000, \$262,294, and \$118,648 as of December 31, 2023, 2022, and 2021, respectively.

The Company has recognized through income tax expense approximately \$46,632, \$8,596, and \$0 of interest and penalties related to uncertain tax positions for the years ended December 31, 2023, 2022, and 2021, respectively. The Company had approximately \$46,632, \$8,596, and \$0 accrued for the payment of interest and penalties at December 31, 2023, 2022, and 2021, respectively.

### **13. EMPLOYEE BENEFIT PLAN**

The Company sponsors defined contribution 401(k) plan covering substantially all employees. The plan provides for the Company to make matching contributions equal to 25% of the participants' salary reductions up to a maximum of 8% of the participants' salary. The Company's total contribution to the plan amounted to \$762,817, \$676,830, and \$625,479 that was recorded in selling, general, and administrative expenses for the years ended December 31, 2023, 2022, and 2021, respectively.

### **14. EQUITY-BASED COMPENSATION**

During the years ended December 31, 2023, 2022, and 2021, Commodore Management Aggregator, LLC ("Aggregator") issued profit interest units in the form of Class B units ("Incentive Units") to certain senior management employees of the Company and certain non-employee members of the Commodore board of managers, pursuant to Incentive Unit Subscription Agreements. Forty percent of the Incentive Units granted vest proportionately each year following the date of the grant over a 5-year period based on continued service through each applicable vesting date (the "Time-Vesting Incentive Units"). The remaining 60% of the Incentive Units granted vest based on Blackstone and its affiliates' satisfaction of certain multiples of cumulative invested capital and annual internal rates of return in connection with the Transaction (the "Performance-Vesting Incentive Units"). The Incentive Units were granted by Aggregator, a parent company of the Company, Commodore, and Franchisor. Aggregator holds interests in Commodore corresponding to the number of Incentive Units granted.

As of December 31, 2023, 2022, and 2021, the Company has determined that the vesting conditions associated with the Performance-Vesting Incentive Units are not probable of being achieved and, therefore, has not recognized any expense. The Company will continue to evaluate the probability of such vesting conditions being achieved at each subsequent reporting period. Once the Performance-Vesting Incentive Units are deemed probable of vesting, the Company will record compensation expense for the vested portion equal to the grant-date fair value.

During the year ended December 31, 2021, Aggregator issued restricted stock units ("Restricted Stock Units") to certain nonemployee members of the Commodore board of managers, pursuant to Restricted Stock Unit Agreements. Each Restricted Stock Unit represents an unfunded, unsecured right to receive one Class A Unit of Aggregator upon settlement. The Restricted Stock Units vest proportionately each year following the date of the grant over a 5-year period based on continued service through each applicable vesting date. The Restricted Stock Units were granted by Aggregator, a parent company of the Company, Commodore, and Franchisor. Aggregator holds interests in Commodore corresponding to the number of Restricted Stock Units granted.

For the years ended December 31, 2023, 2022, and 2021, the Company recognized compensation expense of \$3,244,539, \$3,014,002, and \$2,689,639, respectively, related to the Time-Vesting Incentive Units and Restricted Stock Units, which were classified as equity awards given that the employees will be exposed to the risks and rewards of equity ownership.



The table below presents the number of Incentive Units and Restricted Stock Units outstanding, fair value at issuance, and fair value of vested units outstanding as of December 31, 2023, 2022, and 2021:

	<b>2023</b>			
	<b>Units Outstanding</b>	<b>Fair Value</b>	<b>Units Vested</b>	<b>Fair Value of Vested Units</b>
Time-Vesting Incentive Units	54,127,144	\$19,088,973	\$34,737,210	\$ 9,713,469
Performance-Vesting Incentive Units	80,440,716	16,239,956	-	-
Restricted Stock Units	<u>1,000,888</u>	<u>1,273,072</u>	<u>400,355</u>	<u>509,229</u>
<b>Total</b>	<u><u>135,568,748</u></u>	<u><u>\$36,602,001</u></u>	<u><u>\$35,137,565</u></u>	<u><u>\$10,222,698</u></u>
	<b>2022</b>			
	<b>Units Outstanding</b>	<b>Fair Value</b>	<b>Units Vested</b>	<b>Fair Value of Vested Units</b>
Time-Vesting Incentive Units	48,506,651	\$14,400,140	\$25,067,879	\$6,850,471
Performance-Vesting Incentive Units	72,009,976	12,681,833	-	-
Restricted Stock Units	<u>1,000,888</u>	<u>1,273,072</u>	<u>200,178</u>	<u>254,614</u>
<b>Total</b>	<u><u>121,517,515</u></u>	<u><u>\$28,355,045</u></u>	<u><u>\$25,268,057</u></u>	<u><u>\$7,105,085</u></u>
	<b>2021</b>			
	<b>Units Outstanding</b>	<b>Fair Value</b>	<b>Units Vested</b>	<b>Fair Value of Vested Units</b>
Time-Vesting Incentive Units	46,546,675	\$13,221,804	\$16,082,938	\$4,297,617
Performance-Vesting Incentive Units	69,070,012	10,883,400	-	-
Restricted Stock Units	<u>1,000,888</u>	<u>1,273,072</u>	<u>-</u>	<u>-</u>
<b>Total</b>	<u><u>116,617,575</u></u>	<u><u>\$25,378,276</u></u>	<u><u>\$16,082,938</u></u>	<u><u>\$4,297,617</u></u>

The fair value of each Incentive Unit and Restricted Stock Unit granted for 2023, 2022, and 2021, was estimated using an option-pricing model with the following assumptions:

	<b>2023</b>	<b>2022</b>	<b>2021</b>
Expected life in years	4.1	3.7	3.7
Expected volatility	35 %	40 %	40 %
Expected dividend yield	-	-	-
Risk-free interest rate	4.40 %	1.09 %	1.09 %

## 15. RELATED-PARTY TRANSACTIONS

As part of normal operations, the Company entered into transactions with its sister and parent entities. Such transactions are accounted for as related-party transactions, as the entities fall under the same ownership. There are no plans for these transactions to be settled. As such, these transactions were accounted for as a permanent investment and recognized as either a contribution to or distribution of equity.

The Company is a wholly owned subsidiary of Intermediate and Borrower, both of which are holding companies without any operations. The Company made equity distributions, net of equity contributions received, of \$153,266,764, \$281,150,931, and \$298,543,312 during the years ended December 31, 2023, 2022, and 2021, respectively, in order to fulfill the capital requirements of Intermediate and Commodore, which include the issuance of distributions to the members of Commodore.

During the year ended December 31, 2023, Servpro Professional Cleaning Products, LLC contributed its assets and liabilities to the Company, which is under the common control of Borrower. The net total of such contributions was \$185,048, which included \$159,205 in property and equipment. The contributed property and equipment is reflected in the disclosure of property and equipment as of December 31, 2023 at Note 6. The contributions are reflected as noncash financing activities within the consolidated statement of cash flows.

During the year ended December 31, 2022, Servpro Catastrophe, LLC, Servpro Finance, LLC, and Servpro Development, LLC contributed their assets and liabilities to the Company, which is under the common control of Borrower. The net total of such contributions was not material to the financial statements as of and for the year ended December 31, 2022. The contributions are reflected as noncash financing activities within the consolidated statement of cash flows.

During the year ended December 31, 2021, Isaacson/Steen Realty, LLC, Document Restoration, LLC, and Resource Center, LLC contributed their assets and liabilities to the Company, which is under the common control of Borrower. The net total of such contributions was \$8,468,522, which included \$8,920,740 in property and equipment. The contributed property and equipment is reflected in the disclosure of property and equipment as of December 31, 2021 at Note 6. The contributions are reflected as noncash financing activities within the consolidated statement of cash flows.

## 16. SUBSEQUENT EVENTS

**Issuance of Notes**—On January 24, 2024, Master Issuer issued \$500,000,000 Series 2024-1, 6.174% Fixed Rate Senior Secured Notes, Class A-2 (the “2024-1 Class A-2 Notes”) under the Indenture. The legal final maturity date of the 2024-1 Class A-2 Notes is in January 2054. If Master Issuer has not repaid or refinanced the 2024-1 Class A-2 Notes prior to the anticipated repayment date of January 2031, additional interest will accrue pursuant to the Indenture.

In addition to the 2024-1 Class A-2 Notes, Master Issuer issued \$95,000,000 Series 2024-1, Variable Funding Senior Secured Notes, Class A-1 (the “2024-1 Class A-1 Notes”). The 2024-1 Class A-1 Notes replaced the 2019-1 Class A-1 Notes.

Master Issuer incurred approximately \$11,715,218 in debt financing costs, which will be amortized over the term of the debt. The remaining proceeds were used for general corporate purposes, which included a distribution of \$305,000,000 to Intermediate on January 30, 2024.

\* \* \* \* \*

**EXHIBIT L**

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

## **STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

### **CALIFORNIA**

Website: [www.dfpi.ca.gov](http://www.dfpi.ca.gov)

Email: [ask.DFPI@dfpi.ca.gov](mailto:ask.DFPI@dfpi.ca.gov)

Commissioner of Department of Financial  
Protection & Innovation  
Department of Financial Protection &  
Innovation  
Toll Free: 1 (866) 275-2677

#### ***Los Angeles***

320 West 4<sup>th</sup> Street, Suite 750  
Los Angeles, California 90013-2344  
(213) 576-7500

#### ***Sacramento***

2101 Arena Boulevard  
Sacramento, California 95834  
(866) 275-2677

#### ***San Diego***

1455 Frazee Road, Suite 315  
San Diego, California 92108  
(619) 525-4233

#### ***San Francisco***

One Sansome Street, Suite 600  
San Francisco, California 94104-4428  
(415) 972-8559

### **HAWAII**

(for service of process)

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

(for other matters)

Commissioner of Securities  
Department of Commerce  
and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 205  
Honolulu, Hawaii 96813  
(808) 586-2722

### **ILLINOIS**

Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

**INDIANA**

(for service of process)

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

(state agency)

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

**MARYLAND**

(for service of process)

Maryland Securities Commissioner  
at the Office of Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

(state agency)

Office of the Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

**MICHIGAN**

Michigan Attorney General's Office  
Consumer Protection Division  
Attn: Franchise Section  
G. Mennen Williams Building, 1st Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
(517) 335-7567

**MINNESOTA**

Commissioner of Commerce  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1500

**NEW YORK**

(for service of process)

Attention: New York Secretary of State  
New York Department of State  
One Commerce Plaza,  
99 Washington Avenue, 6<sup>th</sup> Floor  
Albany, New York 12231-0001  
(518) 473-2492

(Administrator)

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
(212) 416-8236

**NORTH DAKOTA**

(for service of process)

Securities Commissioner  
North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol, 14<sup>th</sup> Floor, Dept. 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

(state agency)

North Dakota Securities Department  
600 East Boulevard Avenue, Suite 414  
Bismarck, North Dakota 58505  
(701) 328-2910

**OREGON**

Oregon Division of Financial Regulation  
350 Winter Street NE, Suite 410  
Salem, Oregon 97301  
(503) 378-4140

**RHODE ISLAND**

Securities Division  
Department of Business Regulations  
1511 Pontiac Avenue  
John O. Pastore Complex-Building 69-1  
Cranston, Rhode Island 02920  
(401) 462-9500

**SOUTH DAKOTA**

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

**VIRGINIA**

(for service of process)

Clerk, State Corporation Commission  
1300 East Main Street  
First Floor  
Richmond, Virginia 23219  
(804) 371-9733

(for other matters)

State Corporation Commission  
Division of Securities and Retail Franchising  
Tyler Building, 9th Floor  
1300 East Main Street  
Richmond, Virginia 23219  
(804) 371-9051

**WASHINGTON**

(for service of process)

Director Department of Financial Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, Washington 98501  
(360) 902-8760

(for other matters)

Department of Financial Institutions  
Securities Division  
P. O. Box 41200  
Olympia, Washington 98504-1200  
(360) 902-8760

**WISCONSIN**

(for service of process)

Administrator, Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-2139

(state administrator)

Division of Securities  
Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, Wisconsin 53705  
(608) 266-9555

**EXHIBIT M**

**LIST OF OUR CURRENT FRANCHISEES**

**AS OF DECEMBER 31, 2023**

**(FRANCHISE ROSTER BY STATE) AND**

**LIST OF OUR FRANCHISEES WHO LEFT THE SYSTEM FROM**  
**JANUARY 1, 2023 THROUGH DECEMBER 31, 2023 AND FROM**  
**JANUARY 1, 2024 THROUGH MARCH 31, 2024**

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

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
AL	Limestone and Lawrence Counties	Robey, Richard R.	1127 US-31 S	Athens	35611	(256) 233-4033
AL	Decatur	Robey, Richard R.	1127 US-31	Athens	35611	(256) 340-1541
AL	Monroeville/Evergreen/Brewton	Knowles, Johnny Lee	P.O. Box 1572	Brewton	36427	(251) 809-1260
AL	Livingston, Demopolis	Knowles, Johnny Lee	40774 Hwy 31	Brewton	36426	(334) 287-1144
AL	Greenville/Troy/Andalusia	Knowles, Johnny Lee	40774 Highway 31	Brewton	36426	(334) 371-7378
AL	Centreville, Marion	Boyd, Travis E.	P.O. Box 511	Centreville	35042	(205) 926-6010
AL	Talladega, Clay	Taylor, Jason E.	P.O. Box 311	Childersburg	35044	(256) 378-1319
AL	St. Clair County	Taylor, Jason E.	P.O. Box 311	Childersburg	35044	(205) 525-0332
AL	Cullman/Blount Counties	Hood, Jeffrey D.	8450 AL Highway 157	Cullman	35057	(256) 736-2036
AL	Dothan	Gilbert, Robert C.	207 Roney Road	Dothan	36305	(334) 699-5961
AL	Coffee, Dale, Geneva	Gilbert, Robert C.	207 Roney Road	Dothan	36305	(334) 347-3302
AL	Baldwin County	Bruscato, Paul Joseph	416 N. McKenzie Street	Foley	36535	(251) 928-9625
AL	Russellville, Hamilton and Fayette	Hood, Jeffrey D.	1495 Military Street North	Hamilton	35570	(205) 921-1449
AL	North Huntsville	Fairris, Steven B.	1320 Fletcher Street	Huntsville	35801	(256) 534-1177
AL	South Madison County	Lowery, Bradley R.	3101 Fresh Way SW	Huntsville	35805	(256) 533-5335
AL	North Madison County	Lowery, Bradley R.	3101 Fresh Way SW	Huntsville	35805	(256) 261-3266
AL	Walker	Hood, Jeffrey D.	1721 E Ridgewood Road	Jasper	35504	(205) 387-7656
AL	Chilton, Coosa, Tallapoosa	Teeters, Chris	1222 US Highway 280	Kellyton	35089	(256) 392-5141
AL	South Mobile County	Mayhall, T. John	2781 Macmae Drive	Mobile	36606	(251) 675-2939
AL	North Mobile County	Mayhall, T. John	2781 Macmae Drive	Mobile	36606	(251) 633-7500
AL	Mobile Northwest	Mayhall, T. John	2781 Macmae Drive	Mobile	36606	(251) 653-9127
AL	Southwest Mobile	Mayhall, T. John	2781 Macmae Drive	Mobile	36606	(251) 343-0534
AL	Montgomery North	Bowen, Brian H.	6021 Troy Highway	Montgomery	36116	(334) 273-0992
AL	Montgomery South	Bowen, Brian H.	5939 Troy Highway	Montgomery	36116	(334) 284-1612
AL	The Quad Cities	Wesson, Mike	3470 Gnat Pond Road	Muscle Shoals	35661	(256) 383-4470
AL	Bessemer/SW Jefferson	Wilson, David Benjamin	2000 Huntley Parkway	Pelham	35124	(205) 425-9191



State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
AL	Center Point	Wilson, David Benjamin	2000 Huntley Parkway	Pelham	35124	(205) 853-7655
AL	Birmingham South	Wilson, David Benjamin	2000 Huntley Parkway	Pelham	35124	(205) 664-6770
AL	Birmingham North	Wilson, David Benjamin	2000 Huntley Parkway	Pelham	35124	(205) 674-7183
AL	Harpersville	Wilson, David Benjamin	2000 Huntley Parkway	Pelham	35124	(205) 314-8956
AL	South Jefferson County	Wilson, David Benjamin	2000 Huntley Parkway	Pelham	35124	(205) 822-1480
AL	Shelby County	Wilson, David Benjamin	2000 Huntley Parkway	Pelham	35124	(205) 314-8989
AL	Prattville	Bowen, Brian H.	692 Commerce Court	Prattville	36066	(334) 358-1186
AL	Anniston	Lamey, Christopher C.	1140 Deerfoot Parkway	Rainbow City	35906	(256) 236-8889
AL	Gadsden	Lamey, Christopher C.	1140 Deerfoot Parkway	Rainbow City	35906	(256) 547-3778
AL	Marshall County	Lamey, Christopher C.	1140 Deerfoot Parkway	Rainbow City	35907	(256) 891-0177
AL	Jackson and DeKalb Counties	Taylor, Jason E.	30 Rans Avenue SE	Rainsville	35986	(256) 845-4402
AL	Phenix City, Eufaula and Tuskegee	Culpepper, James M.	17159 US Hwy 280 East	Smiths Station	36877	(334) 298-8252
AL	Lee County	Culpepper, James M.	17159 US Hwy 280 East	Smiths Station	36877	(334) 821-4858
AL	Tuscaloosa North	Elmore, James D.	5500 Jug Factory Road	Tuscaloosa	35405	(205) 339-5022
AL	Tuscaloosa South	Elmore, James D.	5500 Jug Factory Road	Tuscaloosa	35405	(205) 553-8377
AR	Hot Springs	Legg, Donald	3320 Boone Road	Benton	72015	(501) 762-1753
AR	Conway	Hammons, Terry	900 Runway Drive, Suite 1	Conway	72032-7126	(501) 328-3301
AR	Fort Smith	Wilson, Brandon	3500 Jenny Lind Road	Fort Smith	72901	(479) 452-8282
AR	Jonesboro	Park, Cary	3025 Peabody Drive	Jonesboro	72404	(870) 934-0501
AR	Baxter, Boone, Fulton	Vierling, Mike	3918 Hwy. 5 South	Mountain Home	72653	(870) 421-4183
AR	Cabot, Pine Bluff	Legg, Donald	7517 Counts Massie Road	N Little Rock	72113	(501) 406-7598
AR	Northwest Little Rock	Legg, Donald	7517 Counts Massie Road	North Little Rock	72113	(501) 803-9700
AR	Central Little Rock/Cammack Village	Legg, Donald	7517 Counts Massie Road	North Little Rock	72113	(501) 217-8723

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
AR	East Little Rock	Legg, Donald	7517 Counts Massie Road	North Little Rock	72113	(501) 503-5096
AR	Saline County	Legg, Donald	7517 Counts Massie Road	North Little Rock	72113	(501) 776-2222
AR	East Benton and Carroll Counties	Jones, David D.	228 E. Robinson Avenue	Springdale	72764	(479) 787-7377
AR	Fayetteville, Springdale South, North Washington C	Jones, David D.	228 E. Robinson Avenue	Springdale	72764	(479) 419-5544
AR	South Washington and Crawford Counties	Jones, David D.	228 E. Robinson Avenue	Springdale	72764	(479) 318-6774
AR	Springdale North, Southwest Benton County	Jones, David D.	228 E. Robinson Avenue	Springdale	72764	(479) 323-1585
AR	Northwest Benton County	Jones, David D.	228 E. Robinson Avenue	Springdale	72764	(479) 323-1586
AZ	Litchfield/West Phoenix	Odeh, Qaisar M.	1050 N. Eliseo Felix Jr Way, Suite 104	Avondale	85323	(623) 594-6033
AZ	Buckeye	Leier, Chad A.	726 Monroe Avenue Suite C	Buckeye	85326	(623) 248-1148
AZ	West Surprise/Wickenburg	Leier, Chad A.	726 Monroe Avenue Suite C	Buckeye	85326	(623) 248-1302
AZ	Casa Grande, Coolidge, Eloy and Maricopa	O'Brien, Eileen	3025 N Rockwell Ave.	Casa Grande	85122	(520) 421-1894
AZ	Flagstaff/East Sedona	Passamani, Daniel R.	2307 E Spruce Avenue	Flagstaff	86004	(928) 440-4300
AZ	Gilbert	Curran, Thomas A.	45 N. Sunway Drive	Gilbert	85233	(480) 558-7620
AZ	Chandler South	Curran, Thomas A.	45 N. Sunway Drive	Gilbert	85233	(480) 895-4670
AZ	Ahwatukee	Curran, Thomas A.	45 N. Sunway Drive	Gilbert	85233	(480) 756-7773
AZ	Lake Havasu City/Bullhead City/Kingman	Wilhelm, Greg	2775 Kiowa Blvd North	Lake Havasu City	86404	(928) 855-9111
AZ	North Central Mesa	Frost, Paul	705 N Lindsay Road #D4	Mesa	85213	(480) 553-7103
AZ	North Tempe	Ellerbroek, Travis J.	1828 N Higley Road Suite 101	Mesa	85205	(480) 456-0000
AZ	Mesa East	Ellerbroek, Travis J.	1828 N Higley Road, Suite 100	Mesa	85205	(480) 835-6688
AZ	Mesa Central	Ellerbroek, Travis J.	1828 N Higley Road	Mesa	85205	(480) 331-8378
AZ	Paradise Valley	Ellerbroek, Travis J.	1828 N Higley Road Suite 101	Mesa	85205	(602) 341-6737
AZ	Oro Valley/Marana East	Thole, Kevin A.	1846 Innovation Park Drive	Oro Valley	85755	(520) 620-9700
AZ	Peoria/West Glendale	Gilbreath, Raymond C.	P.O. Box 5807	Peoria	85385-5807	(623) 376-9779
AZ	Avondale/Goodyear/Southwest Phoenix	Ottaway, Jeffrey	3342 E Wier Avenue	Phoenix	85040	(623) 537-9999

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
AZ	Phoenix	Wolfswinkel, Jason Daryl	7600 N 15th St #150B	Phoenix	85020	(480) 503-2090
AZ	Central Phoenix	Wolfswinkel, Jason Daryl	2942 N 24th St #114B	Phoenix	85016	(602) 386-4268
AZ	East Phoenix	Wolfswinkel, Jason Daryl	3306 E Washington Street	Phoenix	85034	(602) 507-6163
AZ	Northwest Phoenix/Anthem	Deroche, George	3120 W. Carefree Hwy Suite 1-437	Phoenix	85086	(623) 780-9111
AZ	Metrocenter, Phoenix	Wolfswinkel, Jason Daryl	10000 North 31st Avenue	Phoenix	85034	(602) 704-2211
AZ	East Glendale	Wolfswinkel, Jason Daryl	11225 North 28th Drive	Phoenix	85034	(602) 922-3301
AZ	Yavapai County	Deroche, George	8701 East Florentine Dr, Ste A	Prescott Valley	86314	(928) 636-7600
AZ	Scottsdale	Ottaway, Jeffrey	17470 N. Pacesetter Way	Scottsdale	85255	(480) 998-7989
AZ	Sun City/Sun City West/Southeast Surprise	Burnett, Jeffrey	P.O. Box 1814	Sun City	85372-1814	(623) 546-1930
AZ	West Central Tempe	Wolfswinkel, Jason Daryl	4700 S. Mill Avenue	Tempe	85282	(480) 977-9331
AZ	Northeast Tucson	Thole, Kevin A.	5151 E Broadway Blvd. #1600	Tucson	85711	(520) 760-9352
AZ	North Central Tucson	Thole, Kevin A.	4764 E. Sunrise Drive #222	Tucson	85718	(520) 332-6267
AZ	Flowing Wells	Thole, Kevin A.	3650 N. Oracle Road	Tucson	85705	(520) 600-2572
AZ	South Tucson	Thole, Kevin A.	2004 E. Irvington Road #308	Tucson	85714	(520) 300-9393
AZ	Downtown Tucson	Thole, Kevin A.	3650 North Oracle Road	Tucson	85705	(520) 777-0260
AZ	Scottsdale North	Ells, Travis	7553 West Bostian Road	Woodinville	98072	(480) 590-2125
AZ	South Central Mesa	Ells, Travis	7553 West Bostian Road	Woodinville	98072	(480) 590-2164
AZ	North Chandler	Ells, Travis	7553 West Bostian Road	Woodinville	98072	(602) 900-4296
AZ	Yuma East, Foothills	Alvarez, Andy	14156 S Avenue 2 3/4 E	Yuma	85365	(928) 247-1180
CA	Laguna Beach/Dana Point	Carano, Tayler	22912 Pacific Park Drive	Aliso Viejo	92656	(949) 831-6201
CA	Yorba Linda/Brea	Arcila, Edgardo	1261 N Lakeview Ave Ste J-510	Anaheim	92807	(714) 701-0207
CA	Anaheim West	Carano, Tayler	675 Euclid Street #366	Anaheim	92801	(714) 533-1989

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CA	Anaheim Central/Garden Grove East	Cheeley, Marc	1501 N. Raymond Ave, Suite J	Anaheim	92801	(714) 748-7800
CA	Anaheim Hills	Arcila, Edgardo	1261 N Lakeview Avenue Ste J-510	Anaheim	92807	(714) 776-6222
CA	Norwalk	Arcila, Edgardo	1261 N Lakeview Avenue Ste J-510	Anaheim	92807	(562) 409-9111
CA	Central Antelope	Perez, II, Danny M.	7909 Walerga Road Suite 112 #1327	Antelope	95843	(916) 550-3570
CA	Antioch	Borders, Michael A.	2589 W. 10th Street Suite K4-101	Antioch	94509	(925) 706-0106
CA	Arcadia	Moufarrege Sr., Antoine J.	P.O. Box 660151	Arcadia	91066-0151	(626) 447-4128
CA	Pasadena North	Moufarrege Sr., Antoine J.	P.O. Box 660151	Arcadia	91066-0151	(626) 447-4111
CA	Alhambra	Moufarrege Sr., Antoine J.	P.O. Box 660151	Arcadia	91066	(626) 283-5875
CA	Atascadero/Paso Robles	Powers, Joseph	7343 El Camino Real Suite 199	Atascadero	93422	(805) 466-6618
CA	NW Bakersfield	Cabral, Jose	10217 Rosedale Hwy	Bakersfield	93312	(661) 588-3975
CA	SW Bakersfield	Reed, Alan F.	7850 White Lane Suite E #153	Bakersfield	93309	(661) 326-8422
CA	Irwindale/Baldwin Park	McCann, Joseph	14617 Ramona Blvd Suite B	Baldwin Park	91706	(626) 337-3374
CA	Beaumont/Banning	Araya, Juan C.	1143 W. Lincoln Street Suite 17	Banning	92220	(951) 922-2900
CA	Bellflower	Bonilla-Perez, Victor M.	17040 Clark Avenue	Bellflower	90706	(562) 608-8805
CA	Beverly Hills/Westwood	Jeffries, Daniel	8484 Wilshire Blvd, Ste 605	Beverly Hills	90211	(310) 390-7540
CA	East Concord/Brentwood	Adefolaju, Babatunde	103 Technology Ct. Suite D	Brentwood	94513	(925) 420-5104
CA	San Ramon	Adefolaju, Babatunde	103 Technology Court, Suite D	Brentwood	94513	(925) 359-6126
CA	Santa Ynez/Goleta	Glimp, James	240 E Hwy 246 Suite 108	Buellton	93427	(805) 963-0606
CA	Burlingame, Millbrae	Awwad, Johnny B.	1433 N Carolan Avenue	Burlingame	94010	(650) 651-7290
CA	Brisbane	Awwad, Johnny B.	1011 Edwards Road	Burlingame	94010	(650) 239-9679
CA	Agoura/Calabasas/Hidden Hills	Koshkaryan, Marat	4500 Park Granada #202	Calabasas	91302	(818) 991-6292
CA	Camarillo	Vujovich, Patricia	79 E. Daily Drive #513	Camarillo	93010	(805) 484-5009

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CA	Oxnard	Vujovich, Patricia	79 E. Daily Drive #513	Camarillo	93010	(805) 984-2347
CA	Campbell	Sargsyan, Artur	21 Harrison Avenue	Campbell	95008	(408) 371-4001
CA	Sunnyvale North	Sargsyan, Artur	1821 S. Bascom Avenue #144	Campbell	95008	(408) 890-7777
CA	Canoga Park/West Hills	Koshkaryan, Marat	21417 Ingomar Street #7	Canoga Park	91304	(818) 998-1500
CA	Carmichael	Carpenter, Robert	6801 Fair Oaks Boulevard, Suite D	Carmichael	95608	(916) 967-2500
CA	Redondo Beach/Manhattan Beach	Mokhtari, Famarz	20830 Leapwood Avenue	Carson	90746	(310) 939-9293
CA	Carson/West Carson	Mokhtari, Famarz	20830 Leapwood Avenue	Carson	90746	(310) 637-7701
CA	Watsonville/Hollister	Carrillo, Steven F.	11345 Commercial Parkway	Castroville	95012	(831) 233-6412
CA	Marina/North Salinas	Carrillo, Steven F.	11345 Commercial Parkway	Castroville	95012	(831) 233-6424
CA	Cerritos/Hawaiian Gardens	Ramirez, Ryan	16301 Piuma Avenue	Cerritos	90703	(562) 916-7646
CA	Chino/Chino Hills	Brogdon, Rick	13885 Redwood Avenue	Chino	91710	(909) 548-3191
CA	Barstow/Twenty-nine Palms	Brogdon, Rick	13885 Redwood Ave.	Chino	91710	(760) 244-2566
CA	Chula Vista South	Aguilera, Martin	696 Marsat Ct., Ste B	Chula Vista	91911	(619) 482-1131
CA	Chula Vista North	Aguilera, Martin	696 Marsat Court, Suite B	Chula Vista	91911	(619) 482-1131
CA	Claremont/Montclair	Kazourra, Suhair	1420 N Claremont Blvd. #201A	Claremont	91711	(909) 399-9057
CA	Clovis	Bouchard, Daniel	546 Spruce Avenue Suite 101	Clovis	93611	(559) 297-3429
CA	Fresno Northeast/Shaver Lake	Bouchard, Daniel	546 Spruce Avenue Suite 101	Clovis	93611	(559) 797-4041
CA	Danville	Langford, Daniel E.	5165 Commercial Circle #A	Concord	94520	(925) 856-8180
CA	West Concord	Langford, Daniel E.	5165 Commercial Circle #A	Concord	94520	(925) 681-9093
CA	Corona	Polizzo, Ed	2191 Sampson Avenue, Unit 104	Corona	92879	(951) 735-7883
CA	Norco/Mira Loma	Dietz, Sr., James	1255 Carbide Drive	Corona	92881	(951) 735-6815
CA	Costa Mesa	Carano, Tayler	1631 Placentia Ave A1	Costa Mesa	92627	(949) 566-8887
CA	Southwest Santa Rosa	Espinal-Perez, Jesus H.	373 Blodgett Street	Cotati	94931	(707) 206-0605
CA	Azusa/Covina	Brunjes, Thomas	837 N Glendora Ave	Covina	91724	(626) 387-4111
CA	Culver City/Baldwin Hills	Reed, Alan F.	10866 Washington Blvd #518	Culver City	90232	(310) 558-9422
CA	Seal Beach/Los Alamitos/Cypress	Awwad, Amjad	5241 Lincoln Avenue, Suite A5	Cypress	90630	(562) 431-9400

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CA	Del Mar	Del Valle, Ralph	2658 Del Mar Heights Rd, #537	Del Mar	92014	(858) 587-1722
CA	Diamond Bar/South Pomona	Padilla, Glenn	1249 S. Diamond Bar Boulevard, #313	Diamond Bar	91765	(909) 860-1748
CA	Downey	Hoge, Thomas	12001 Woodruff Ave. Unit A	Downey	90241	(562) 392-3007
CA	Montebello	Hoge, Thomas	12001 Woodruff Ave. Unit A	Downey	90241	(323) 215-1997
CA	Vernon	Hoge, Thomas	12001 Woodruff Ave. Unit A	Downey	90241	(213) 246-2281
CA	Compton	Hoge, Thomas	12001 Woodruff Ave. Unit A	Downey	90241	(424) 444-3546
CA	Monrovia	Arteaga, Homero	1191 Huntington Dr #247	Duarte	91010	(626) 358-9200
CA	El Monte	Arteaga, Homero	1191 Huntington Dr #247	Duarte	91010	(626) 618-6215
CA	El Cajon	Degraffenreid, Jason A.	270 East Douglas Avenue	El Cajon	92020	(619) 447-7776
CA	El Centro/Salton City	Alvarez, Andy	584 Main Street	El Centro	92243	(760) 337-5858
CA	El Dorado Hills/Placerville	Scott, Douglas Lee	4821 Golden Foothill Pkwy #150	El Dorado Hills	95762	(916) 933-3890
CA	Fair Oaks/Folsom	Langford, Daniel E.	9743 Kent Street	Elk Grove	95624	(916) 987-0400
CA	Elk Grove/Laguna	Langford, Daniel E.	9743 Kent Street	Elk Grove	95624	(916) 525-1241
CA	Encino/Sherman Oaks	Reed, Alan F.	16601 Ventura Blvd. 4th floor	Encino	91436	(818) 995-6444
CA	Studio City/Valley Village	Reed, Alan F.	16601 Ventura Blvd. 4th floor	Encino	91436	(818) 508-7282
CA	Downtown Los Angeles/Team Reed	Reed, Alan F.	16601 Ventura Blvd. 4th Floor	Encino	91436	(213) 992-9385
CA	Fallbrook/South Oceanside	Vance, Randal S.	215 W. Ash Street	Fallbrook	92028	(760) 451-0600
CA	Fountain Valley	Padilla, Glenn	10885 Kalama River Avenue, Unit K	Fountain Valley	92708	(714) 965-4500
CA	La Mirada/South Whittier	Padilla, Glenn	10885 Kalama River Avenue Suite K	Fountain Valley	92708	(714) 735-8927
CA	Fresno Southeast	Spillman, Denise	P.O. Box 7737	Fresno	93747	(559) 453-3336
CA	Fresno Northwest	Duren, Michael Shawn	287 W. Fallbrook #104	Fresno	93711	(559) 261-9765
CA	East Fullerton/Placentia	Skelton, Robert	2512 E. Fender Ave. Suite G	Fullerton	92831	(714) 525-0158
CA	Central Garden Grove	Balan, Constantin	11088 Trask Avenue #210H	Garden Grove	92843	(714) 591-0646
CA	Garden Grove West/Stanton	Chirita, Mihai	7241 Garden Grove Boulevard Suite L	Garden Grove	92841	(714) 622-5096

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CA	Lennox	Sustar, Tiberius Ruben	15507 S Normandie Avenue #360	Gardena	90247	(310) 219-6150
CA	Central Glendale	Varbedian, Sarkis	6732 San Fernando Road	Glendale	91201	(818) 246-2200
CA	Eagle Rock/South Glendale	Alaverdian, Fred	4529 San Fernando Road	Glendale	91204	(818) 244-6005
CA	Glendora/San Dimas	McCann, Joseph	433 Fleetwood Place	Glendora	91740	(626) 852-9922
CA	Pasadena South/San Marino	McCann, Joseph	433 Fleetwood Place	Glendora	91740	(626) 799-1762
CA	Colton/Loma Linda/Grand Terrace	Thong, Ly Sanh	21935 Van Buren Street, Suite C-22	Grand Terrace	92313	(909) 514-1900
CA	Hacienda Heights/Rowland Heights	Basch, James	17128 Colima Road	Hacienda Heights	91745	(626) 964-7700
CA	Hawthorne/Lawndale	Koshkaryan, Marat	13750 S Prairie Avenue Unit 2	Hawthorne	90250	(310) 214-6813
CA	Hemet	Radu, Daniel	3512 Tanya Avenue	Hemet	92545	(951) 305-0629
CA	Hesperia/Apple Valley	Brogdon, Rick	17229 Lemon Street	Hesperia	92345	(760) 244-2566
CA	Victorville/Adelanto/Victor Valley	Brogdon, Rick	17229 Lemon Street E9	Hesperia	92345	(760) 245-9660
CA	Highland/North Redlands	Borcsa, Csaba	P.O. Box 708	Highland	92346	(951) 299-7170
CA	Rialto/Bloomington	Borcsa, Csaba	P.O. Box 708	Highland	92346	(951) 351-6908
CA	Hancock Park/Hollywood	Kitsinian, Raffi	1905 N. Wilcox Avenue #169	Hollywood	90068	(323) 545-6115
CA	Huntington Beach South	Chennells, Aaron	21531 Surveyor Circle	Huntington Beach	92646	(714) 962-9222
CA	Newport Beach	Chennells, Aaron	21531 Surveyor Circle	Huntington Beach	92646	(949) 646-2073
CA	Huntington Beach	Tivadar, Bogdan	5362 Oceanus Drive	Huntington Beach	92649	(714) 841-1695
CA	Palm Springs	Brogdon, Rick	81785 Trader Place, Suite A	Indio	92201	(760) 327-7700
CA	Indio, Coachella	Brogdon, Rick	81785 Trader Place, Suite A	Indio	92201	(760) 345-5210
CA	Indian Wells, La Quinta	Brogdon, Rick	81785 Trader Place, Suite A	Indio	92201	(760) 345-5210
CA	Inglewood	Odisho, Johnson Z.	1016 W. Hillcrest Boulevard	Inglewood	90301	(424) 223-4153
CA	Irvine	Sibley, Rodney	6 Morgan Suite 126	Irvine	92618	(949) 474-7776
CA	La Puente/City of Industry West	Katkus, Scott M.	14426 E. Valley Boulevard	La Puente	91746	(626) 330-1027
CA	North Pomona/La Verne	Ingraham, Glenn	P.O. Box 216	La Verne	91750-0216	(909) 392-6760

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CA	Laguna Hills/Laguna Niguel	Gerrits, Vincent	23016 Lake Forest Drive #368	Laguna Hills	92653	(949) 472-8090
CA	Rancho Santa Margarita/Coto De Caza/Trabuco Canyon	Gerrits, Vincent	23016 Lake Forest Drive #368	Laguna Hills	92653	(949) 472-0992
CA	Lake Elsinore/Perris/Menifee Northwest	Lingurar, George	500 W Graham Ave #1181	Lake Elsinore	92530	(951) 674-4006
CA	Lake Forest South/Laguna Woods	Bamdad, Behzad	22600 H Lambert Suite 1505	Lake Forest	92630	(949) 429-3188
CA	Northeast Long Beach/Lakewood	Tohme, Hayssam Mohamad	5545 Woodruff Ave	Lakewood	90713	(562) 420-0030
CA	Lancaster East	Carlson, Kyle	42156 10th Street West Unit R	Lancaster	93534	(661) 644-9505
CA	Lancaster West	Carlson, Kyle	42156 10th Street West Unit R	Lancaster	93534	(661) 723-7141
CA	Palmdale South	Carlson, Kyle	42156 10th Street West Unit R	Lancaster	93534	(661) 499-9114
CA	Auburn/Rocklin	Wardlaw, John Charles	1331 Aviation Blvd #120	Lincoln	95648	(916) 632-2250
CA	West Sacramento	Wardlaw, John Charles	1331 Aviation Blvd #120	Lincoln	95648	(916) 626-0426
CA	Rancho Cordova	Wardlaw, John Charles	1331 Aviation Blvd #120	Lincoln	95648	(916) 251-7963
CA	Livermore	Drake, Roy	138 Tourmaline Ave	Livermore	94550	(925) 341-9040
CA	Lodi	Morris, Perry	59 Houston Lane, Suite B	Lodi	95240	(209) 368-6119
CA	Amador/Calaveras Counties	Morris, Perry	59 Houston Lane, Suite B	Lodi	95240	(209) 912-9205
CA	Downtown Long Beach/Signal Hill	Tohme, Hayssam Mohamad	1350 Daisy Ave	Long Beach	90813	(562) 591-1788
CA	Southeast Long Beach/Belmont Shores	Ruiz, Jack D.	3842 E Anaheim Street	Long Beach	90804	(562) 491-5339
CA	Mar Vista	Danipour, Joseph	P.O. Box 252025	Los Angeles	90025	(310) 822-7800
CA	Park La Brea	Jones, Mona	6535 Wilshire Blvd Ste 255	Los Angeles	90048	(323) 741-2120
CA	Silver Lake/Echo Park	Gabledon, Jr., Albert	840 N Broadway Street Suite 202E	Los Angeles	90012	(213) 522-7448
CA	Westlake	Cohen, Sam	1022 Venice Blvd.	Los Angeles	90015	(213) 315-5136
CA	University Park	Sia, Patrick J.	1933 S. Broadway St Suite 1100	Los Angeles	90007	(213) 245-1999
CA	Cienega	Danipour, Joseph	P.O. Box 252025	Los Angeles	90025	(323) 400-3400
CA	Santa Monica/Venice Beach	Jeffries, Daniel	5252 W. 111th Street	Los Angeles	90045	(310) 395-9050
CA	Marina Del Rey/Westchester/El Segundo	Jeffries, Daniel	5252 W. 111th Street	Los Angeles	90045	(310) 333-0654



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CA	Wilshire Center	Jones, Christopher R.	3183 Wilshire Blvd	Los Angeles	90010	(213) 263-2292
CA	Cheviot Hills/Palms	Jones, Christopher R.	3183 Wilshire Blvd	Los Angeles	90010	(310) 801-3312
CA	Hollywood Hills/Los Feliz	Kitsinian, Raffi	5107 Hollywood Blvd Unit 4	Los Angeles	90027	(323) 667-3100
CA	Los Gatos/Monte Sereno	Sargsyan, Artur	20 S Santa Cruz Ave #300	Los Gatos	95030	(408) 600-2020
CA	Manteca	Carpenter, Robert	1086 Bessemer Ave #G	Manteca	95337	(209) 823-8877
CA	West Modesto	Carpenter, Robert	1086 Bessemer Ave #G	Manteca	95337	(209) 523-2522
CA	East Modesto	Carpenter, Robert	1086 Bessemer Ave #G	Manteca	95337	(209) 523-2522
CA	Benicia/Martinez/Southeast Vallejo	Botsford, Rick	815 Arnold Drive, Bay 9	Martinez	94553	(925) 372-7234
CA	Milpitas	Esmaeilian, Hormoz Hacoubi	29 Windsor Street #107	Milpitas	95035	(408) 714-0022
CA	Mission Viejo	Macalello, Nick	25108 Marguerite Pkwy, A-511	Mission Viejo	92692-2400	(949) 855-9992
CA	Monterey Peninsula	Carrillo, Steven F.	8 Harris Court, Suite E-5	Monterey	93940	(831) 275-1901
CA	Monterey Park	Eisakhanian, Arlen	670 Monterey Pass Road	Monterey Park	91754	(626) 656-6577
CA	Highland Park	Eisakhanian, Arlen	670 Monterey Pass Road, Unit 188E	Monterey Park	91754	(323) 255-1001
CA	Morgan Hill/Gilroy	Katz, Gary	155 Mast Street #104	Morgan Hill	95037	(408) 500-0657
CA	Morro Bay/King City	Skelton, Robert	630 Quintana Road #227	Morro Bay	93442	(805) 674-5771
CA	Mountain View, Los Altos	Mamarian, Ronny V.	650 Castro Street Suite 120	Mountain View	94041	(650) 770-2992
CA	Murrieta	Ferarita, Anthony	25261 Jefferson Ave	Murrieta	92562	(951) 894-4392
CA	Buena Park	Ferarita, Anthony	25261 Jefferson Avenue	Murrieta	92562	(714) 523-9119
CA	Newark, Southwest Fremont	Drake, Roy	7620 Linden Ct	Newark	94560	(510) 737-8793
CA	Thousand Oaks	Brooks, Michael	1317-C Lawrence Drive	Newbury Park	91320	(805) 492-2434
CA	North Hollywood	Moufarrege Jr., Antoine J.	12128 Sherman Way	North Hollywood	91605	(818) 754-0050
CA	Granada Hills	Brownstein, Michael	8955 Quartz Avenue	Northridge	91324	(818) 363-6060
CA	Northridge	Brownstein, Michael	8955 Quartz Avenue	Northridge	91324	(818) 993-9339
CA	West Oakland	Drake, Roy	2065 Williams St.	Oakland	94577	(510) 599-9300
CA	Pismo Beach/Arroyo Grande	Powers, Mark J.	1131 Pike Lane Suite 9	Oceano	93445	(805) 473-0772
CA	North Oceanside	Escoto, Daniel	230 Roymar Rd, Ste A	Oceanside	92058	(760) 721-8929

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CA	Ojai/Montecito	Reed, Alan F.	226 W Ojai Ave Ste 101-Unit 276	Ojai	93023	(805) 669-6662
CA	Northeast Ontario/Kaiser	Petra, Vasile	2910 S. Archibald Avenue, Suite A-346	Ontario	91761	(909) 390-0238
CA	Palm Desert	deBarros, Dart F.	73-605 Dinah Shore Drive #1000	Palm Desert	92211	(760) 346-7270
CA	Palmdale North	Gabledon, Christopher E.	654 East Rancho Vista Blvd Suite H	Palmdale	93550	(661) 526-3649
CA	Palo Alto	Kareem, Zahoor	2625 Middlefield Road #557	Palo Alto	94306	(650) 800-3448
CA	Atherton/Redwood City	Kareem, Zahoor	2625 Middlefield Road #557	Palo Alto	94306	(650) 771-9715
CA	San Mateo	Kareem, Zahoor	2625 Middlefield Road #557	Palo Alto	94306	(650) 931-6060
CA	Pleasanton/Dublin	Rutherford, Barry	1032 Serpentine Lane, Suite 106	Pleasanton	94566	(925) 426-2302
CA	Poway/Rancho Bernardo	Del Valle, Ralph	13446 Poway Road, #302	Poway	92064	(858) 748-7378
CA	East Poway/Ramona	Morgan, Julie	432 Maple Street Suite 1	Ramona	92065	(760) 789-1086
CA	Northwest Ontario	Sharifi, Ali A.	8816 W Foothill Blvd. #103-330	Rancho Cucamonga	91730	(909) 984-3544
CA	South Rancho Cucamonga	Sonboli, Mehdi	7615 Etiwanda Avenue #118	Rancho Cucamonga	91739	(909) 758-0189
CA	Fontana	Antim, Camelia E.	9360 Santa Anita Ave. #109	Rancho Cucamonga	91730	(909) 357-4337
CA	South Shasta County	Williams, Douglas D.	P.O. Box 493778	Redding	96049-3778	(530) 241-2424
CA	North Shasta, Trinity	Bouchard, Daniel	5070 Mountain Lakes Blvd	Redding	96003	(530) 222-0200
CA	South Redlands/Yucaipa	Padgett, Jeffrey	31653 Outer Highway 10	Redlands	92373	(909) 307-9700
CA	Moreno Valley	Borcsa, Csaba	1255 W. Colton Avenue	Redlands	92734	(909) 425-1115
CA	Big Bear/Lake Arrowhead/NE Rancho Cucamonga	Padgett, Jeffrey	31653 Outer Highway 10 Unit C	Redlands	92373	(909) 878-0302
CA	Belmont/San Carlos	Drake, Roy	40 Cape Hatteras Court	Redwood Shores	94065	(650) 591-4137
CA	North Highlands/Rio Linda	Voss, Troy J.	5704 Dry Creek Rd.	Rio Linda	95673	(916) 991-1522
CA	Woodcrest/El Cerrito/Lake Mathews	Lingurar, George	19069 Van Buren Blvd. Ste. 114-423	Riverside	92508	(951) 398-3240
CA	East Riverside City	Schmidt, Thomas E.	6185 Magnolia Ave. Suite 10	Riverside	92506	(951) 222-2224

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
CA	West Riverside City	Schmidt, Christopher	9825 Magnolia Ave. Suite B311	Riverside	92503	(951) 351-8033
CA	Lynwood/South Gate	Sosa, Erick	16070 Skyridge Drive	Riverside	92503	(323) 539-6014
CA	Petaluma/Rohnert Park	Espinal-Perez, Jesus H.	P.O. Box 1070	Rohnert Park	94927	(707) 588-8226
CA	South San Rafael/Sausalito	Espinal-Perez, Jesus H.	P.O. Box 1070	Rohnert Park	94927	(415) 479-2900
CA	Lafayette/Moraga/Orinda	Espinal-Perez, Jesus H.	P.O. Box 1070	Rohnert Park	94927	(925) 299-1323
CA	Napa County	Espinal-Perez, Jesus H.	P.O. Box 1070	Rohnert Park	94928	(707) 226-2181
CA	Greater Novato	Espinal-Perez, Jesus H.	P.O.Box 1070	Rohnert Park	94927	(415) 301-0616
CA	North Santa Rosa/Healdsburg	Espinal-Perez, Jesus H.	P.O. Box 1070	Rohnert Park	94927	(707) 535-9022
CA	South Santa Rosa/Sonoma Valley	Espinal-Perez, Jesus H.	P.O. Box 1070	Rohnert Park	94927	(707) 931-9261
CA	South El Monte, Rosemead	Abasi, Majed J.	3592 Rosemead Blvd #267	Rosemead	91770	(626) 656-0330
CA	Citrus Heights/Roseville	Carpenter, Robert	701 Del Paso Road	Sacramento	95834	(916) 966-2601
CA	North Sacramento	Awwad, Samer B.	45 Goldenland Ct, Ste 110	Sacramento	95834	(916) 587-3438
CA	East Sacramento/West Arden-Arcade	Scott, Douglas Lee	3128 O Street Suite #1	Sacramento	95816	(916) 285-7257
CA	SE Sacramento	Onica, Ghedeon D.	8175 Alpine Avenue Suite A	Sacramento	95826	(916) 706-0435
CA	South Central Sacramento	Cantea, Ezechel	1600 Kitchner Road Suite A	Sacramento	95822	(916) 898-2297
CA	Woodland	Awwad, Samer B.	710 West Stadium Lane	Sacramento	95834	(530) 298-1022
CA	Florin	Hau, Patrick M.	25 Quinta Court, Ste C	Sacramento	95823	(916) 969-6870
CA	North San Bernardino City	Pal, Alexandrina L.	2124 Kern Street	San Bernardino	92407	(909) 474-2340
CA	South San Bernardino City	Paris, Alin	1802 Commercenter West, Suite G	San Bernardino	92408	(909) 521-7999
CA	San Clemente/San Juan Capistrano	Browne, Michael	1060 Calle Negocio Suite B	San Clemente	92673	(949) 366-0293
CA	Sorrento Valley/University City	Thompson, James E.	9932 Mesa Rim Road, Suite B	San Diego	92121	(858) 527-1144
CA	San Diego Bay SW/Coronado	Barsnica, Michael	2043 Main St.	San Diego	92113	(619) 435-0365
CA	La Mesa	Thompson, James E.	9932 Mesa Rim Road, Suite B	San Diego	92121	(619) 469-0000
CA	San Diego City SW	Sussman, Benjamin M.	550 West B Street	San Diego	92101	(619) 269-5004
CA	La Jolla	Ablahad, Angela	9097 Kenamar Drive	San Diego	92111	(858) 270-5234

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
CA	Scripps Ranch/Mira Mesa/Rancho Penasquitos	Ablahad, Angela	7920 Arjons Drive #A	San Diego	92126	(858) 271-1519
CA	Centre City/Uptown	Sussman, Benjamin M.	550 West B Street	San Diego	92101	(619) 583-2133
CA	Point Loma	Hollis, Meghan C.	3450 Kurtz Street Suite C	San Diego	92110	(619) 275-2802
CA	San Diego East	Conner, Warren G.	6344 Riverdale Street	San Diego	92120	(619) 280-2377
CA	Mid-City San Diego	Conner, Warren G.	6344 Riverdale Street	San Diego	92120	(619) 280-2398
CA	Carmel Valley NE/East Rancho Santa Fe	Thompson, James E.	9932 Mesa Rim Road Suite B	San Diego	92121	(858) 756-5655
CA	Otay Mesa/San Ysidro	Sussman, Benjamin M.	550 West B Street 4th Floor	San Diego	92101	(619) 439-2407
CA	Mission Valley East	Sussman, Benjamin M.	550 West B Street	San Diego	92101	(619) 303-3599
CA	San Jacinto/Idyllwild/Lakeview	Antim, Camelia E.	175 E Shaver Street	San Jacinto	92583	(951) 344-6114
CA	SW San Jose	Wood, Justin Marc	P.O. Box 53769	San Jose	95153	(408) 288-9977
CA	NE San Jose	Burke, Mark	2530 Berryessa Road #151	San Jose	95132	(408) 834-7663
CA	San Leandro	Drake, Roy	2065 Williams Street	San Leandro	94577	(510) 352-2480
CA	Mission District, Potrero Hill	Drake, Roy	2065 Williams Street	San Leandro	94577	(415) 530-9913
CA	Downtown San Francisco/Team Drake	Drake, Roy	2065 Williams Street	San Leandro	94577	(415) 529-8221
CA	San Luis Obispo	Powers, Joseph	3661 Sacramento Drive Suite 4	San Luis Obispo	93401	(805) 541-1271
CA	North Vista/San Marcos	Araya, Juan C.	2870 S. Santa Fe Avenue	San Marcos	92069	(760) 758-3454
CA	Escondido	Araya, Juan C.	2870 S. Santa Fe Avenue	San Marcos	92069	(760) 746-6440
CA	Carlsbad	Araya, Juan C.	2870 S. Santa Fe Avenue	San Marcos	92069	(760) 729-7505
CA	NE San Diego County	Araya, Juan C.	2870 S. Santa Fe Avenue	San Marcos	92069	(760) 520-1565
CA	Palos Verdes	Shahidi, Afshin	1871 N. Gaffey Street, Suite D	San Pedro	90731	(424) 570-9900
CA	Santa Ana South	Shahidi, Afshin	1871 N. Gaffey Street Suite D	San Pedro	90731	(714) 558-7772
CA	Santa Ana North	Shahidi, Afshin	1871 N. Gaffey Street Suite D	San Pedro	90731	(714) 558-7773
CA	Tustin	Hoge, Thomas	1142 E. Chestnut Avenue	Santa Ana	92701	(714) 480-1340
CA	Orange/Villa Park	Hoge, Thomas	1142 E. Chestnut Avenue	Santa Ana	92701	(714) 480-1340
CA	Irvine North, Foothill Ranch	Hoge, Thomas	1142 E. Chestnut Avenue	Santa Ana	92701	(714) 480-1340
CA	Santa Ana Central	Hoge, Thomas	1142 E. Chestnut Avenue	Santa Ana	92701	(714) 480-1340

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CA	Santa Barbara	Glimp, James	6100 Hollister Avenue Suite 4A	Santa Barbara	93117	(805) 963-0606
CA	Santa Clarita Valley	Werner, Gary L.	29059 The Old Road	Santa Clarita	91355	(661) 296-4600
CA	Santa Clarita Valley East	Werner, Gary L.	29059 The Old Road	Santa Clarita	91355	(661) 214-6117
CA	Bell Gardens, Paramount	Vazquez, Jose Ramos	9245 Santa Fe Springs Road	Santa Fe	90670	(562) 329-6373
CA	Whittier	Vazquez, Jose Ramos	9245 Santa Fe Springs Road	Santa Fe Springs	90670	(562) 698-5368
CA	La Habra/West Fullerton	Vazquez, Jose Ramos	9245 Santa Fe Springs Road	Santa Fe Springs	90670	(714) 870-3000
CA	Pico Rivera/Santa Fe Springs	Vazquez, Jose Ramos	9245 Santa Fe Springs Road	Santa Fe Springs	90670	(562) 693-3400
CA	Santa Maria	Powers, Mark J.	1279 W. Stowell Road, Suite C	Santa Maria	93458	(805) 922-5457
CA	Lompoc	Powers, Mark J.	1279 W. Stowell Road, Suite C	Santa Maria	93455	(805) 733-8911
CA	Santee/Lakeside	Dimock, Charlie	10965 Hartley Road Suite O	Santee	92071	(619) 258-7200
CA	Santa Cruz	Kareem, Zahoor	3 Victor Square Extension	Scotts Valley	95066	(831) 457-1997
CA	Santa Clara	Kareem, Zahoor	5610 Scotts Valley Drive Suite B582	Scotts Valley	95066	(408) 539-6042
CA	Northwest Long Beach	Sonboli, Djafar	3299 E Hill Street #305	Signal Hill	90755	(562) 506-4992
CA	Moorpark/Fillmore/Santa Paula	Reed, Alan F.	2655 Park Center Drive Unit B	Simi Valley	93065	(805) 529-5600
CA	Simi Valley	Reed, Alan F.	2655 Park Center Drive, Unit B	Simi Valley	93065	(805) 522-2945
CA	South San Francisco City/San Bruno	Newton, Shawn	525 B Railroad Ave.	South San Francisco	94080	(650) 794-1000
CA	Spring Valley/Jamul	Degraffenreid, Jason A.	8810-C Jamacha Boulevard #315	Spring Valley	91977	(619) 600-5305
CA	Stockton	Drake, Roy	2334 Stagecoach Rd, Ste J	Stockton	95215	(209) 477-3090
CA	Arleta, Hansen Hills	Reed, Alan F.	8309 Laurel Canyon Blvd #411	Sun Valley	91352	(818) 465-2882
CA	Chatsworth/Stevenson Ranch	Barlow, April	12847 Arroyo Street	Sylmar	91342	(818) 709-6090
CA	Crescenta Valley/East Glendale	Barlow, April	12847 Arroyo Street	Sylmar	91342	(818) 790-2021
CA	Burbank	Barlow, April	12847 Arroyo Street	Sylmar	91342	(818) 842-1400

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CA	Temecula	Lingurar, George	28360 Old Town Street, #2160	Temecula	92593	(951) 695-3397
CA	San Gabriel	Ho, Eric	4961 Santa Anita Avenue, Unit D	Temple City	91780	(626) 478-0286
CA	Malibu/Topanga Canyon/Pacific Palisades	Stanley, Jitka	P.O. Box 1635	Topanga	90290	(310) 456-2135
CA	Torrance	Bamdad, Behzad	2808 Oregon Ct, Ste L9	Torrance	90503	(310) 320-2112
CA	South Gardena/Alondra Park	Fowler, Jason N.	2106 W Artesia Blvd Unit 1029	Torrance	90504	(310) 294-9303
CA	Tracy	Mahal, Deepinder	2275 N. MacArthur Drive	Tracy	95376	(209) 834-0200
CA	Upland/San Antonio Heights	Khoury, Tim	858 W. 9th Street	Upland	91786	(909) 949-4450
CA	Vacaville/Dixon	Elvis, Matthew J.	69 Commerce Place	Vacaville	95687	(707) 724-8977
CA	Fairfield	Elvis, Matthew J.	69 Commerce Place	Vacaville	95687	(707) 207-0122
CA	Davis	Elvis, Matthew J.	69 Commerce Place	Vacaville	95687	(530) 756-1414
CA	Sunland/Tujunga	Chikko-Rasho, Helen	14412 Hamlin Street	Van Nuys	91401	(818) 951-6780
CA	Sylmar/San Fernando	Chikko-Rasho, Helen	14412 Hamlin Street	Van Nuys	91401	(818) 365-3722
CA	Van Nuys South	Fowler, Jason N.	15500 Erwin Street, Unit 1097	Van Nuys	91411	(818) 780-7111
CA	Van Nuys North	Chikko-Rasho, Helen	14412 Hamlin Street	Van Nuys	91401	(818) 365-3736
CA	Ventura	Dermigny, John	2646 Palma Dr, Ste 298	Ventura	93003	(805) 656-3911
CA	Northwest Ventura County	Hedding, Brandon	1673 Donlon St. #203	Ventura	93003	(805) 507-5507
CA	Visalia	Bouchard, Daniel	1141 N. Nevada Street	Visalia	93291	(559) 635-4292
CA	Walnut	Basch, James	250 Paseo Tesoro, Ste B	Walnut	91789	(909) 598-8400
CA	West Covina	Tellez, Ryan	100 N Barranca Street Suite 820G	West Covina	91791	(626) 960-9145
CA	Bel Air/West Hollywood	Jeffries, Daniel	8335 Sunset Boulevard #314	West Hollywood	90069	(310) 572-6132
CA	Westminster	Ramirez, Laura	7570 Garden Grove Boulevard	Westminster	92683	(714) 248-9261
CA	Wilmington/Lomita/S. Harbor City	Ciolac, Toza	1008 N. Avalon Boulevard, Suite #2099	Wilmington	90744	(424) 263-9065
CA	Woodland Hills	Hedding, Brandon	21250 Califa Street, #103	Woodland Hills	91367	(818) 882-4556

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CA	Tarzana/Reseda	Hedding, Brandon	21250 Califa Street, #103	Woodland Hills	91367	(818) 881-3636
CA	North Riverside City	Padgett, Jeffrey	31653 Outer Hwy 10 Unit C	Yucaipa	92399	(951) 977-5294
CO	Summit, Lake, Park	Landers, James	140 Metcalf Road, Suite 6	Avon	81620	(970) 949-3235
CO	North Central Colorado Springs	Valdez, Matthew F.	7917 Red Granite Loop Unit 120	Colorado Springs	80939	(719) 266-0881
CO	East Colorado Springs/Black Forest	Valdez, Matthew F.	7917 Red Granite Loop Unit 120	Colorado Springs	80939	(719) 573-8312
CO	Colorado Springs Southeast	Jeffries, Daniel	980 Technology Court	Colorado Springs	80915	(719) 574-2789
CO	Northern Colorado Springs/Tri-Lakes	Jeffries, Daniel	980 Technology Court	Colorado Springs	80915	(719) 434-4626
CO	Colorado Springs Southwest	Jeffries, Daniel	980 Technology Court	Colorado Springs	80915	(719) 470-2255
CO	North Thornton/Brighton	Harvey, Brian K.	5311 Niagara St.	Commerce City	80022	(720) 223-8888
CO	Commerce City	Harvey, Brian K.	5311 Niagara St	Commerce City	80022	(720) 532-0219
CO	Denver North	Harvey, Brian K.	5311 Niagara St.	Commerce City	80022	(720) 408-9313
CO	Durango	Landers, James	170 S. Skylane Drive Bldg #2	Durango	81303	(970) 259-6184
CO	Denver East	Mayfield, Theresa	P.O. Box 1254	Englewood	80150	(303) 733-9076
CO	Highlands Ranch/NW Douglas County	Mayfield, Theresa	P.O. Box 1254	Englewood	80150	(303) 730-3694
CO	Aurora Central	Ellerbroek, Travis J.	14101 E Otero Avenue Suite 500	Englewood	80112	(303) 576-6868
CO	West Littleton/Sheridan	Ellerbroek, Travis J.	14101 E Otero Avenue Suite 500	Englewood	80112	(303) 593-1374
CO	Castle Rock	Ellerbroek, Travis J.	14101 E Otero Avenue Suite 500	Englewood	80112	(720) 842-1950
CO	Cherry Creek	Ellerbroek, Travis J.	14101 E Otero Avenue Suite 500	Englewood	80112	(720) 370-3800
CO	Denver Southwest	Mayfield, Theresa	P.O. Box 1254	Englewood	80150	(720) 788-1738
CO	Denver West	Ellerbroek, Travis J.	14101 E Otero Avenue Suite 500	Englewood	80112	(303) 268-3149
CO	Aurora Southwest	Ellerbroek, Travis J.	14101 E Otero Avenue Suite 500	Englewood	80112	(303) 831-9596

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CO	Aurora Southeast	Ellerbroek, Travis J.	14101 E Otero Avenue Suite 500	Englewood	80112	(303) 242-5911
CO	Parker	Ellerbroek, Travis J.	14101 E Otero Avenue Suite 500	Englewood	80112	(303) 243-3970
CO	Denver Northeast	Ellerbroek, Travis J.	14101 E Otero Avenue Suite 500	Englewood	80112	(303) 863-7712
CO	Downtown Denver/Team Ellerbroek	Ellerbroek, Travis J.	14101 E Otero Avenue Suite 500	Englewood	80112	(720) 334-7988
CO	Lafayette/Louisville	Gallagher, Justin	3000 Airport Drive Unit 307	Erie	80516	(303) 604-6607
CO	Fort Collins	Jeffries, Daniel	308 N Link Lane	Fort Collins	80524	(970) 493-6335
CO	Loveland	Jeffries, Daniel	308 N Link Lane	Fort Collins	80524	(970) 685-3652
CO	Firestone,Platteville	Dudderar, Kyle B.	5461 Iris Parkway Unit E	Frederick	80504	(720) 899-4512
CO	Garfield	Landers, James	2425 S Grand Avenue Suite 2	Glenwood Springs	81601	(970) 618-1516
CO	Golden/Wheat Ridge/Evergreen	Landers, James	504 Violet Street	Golden	80401	(303) 279-8055
CO	Ken Caryl, Dakota Ridge	Landers, James	504 Violet Street	Golden	80401	(720) 522-2378
CO	Lakewood North	Landers, James	504 Violet Street	Golden	80401	(720) 522-8401
CO	Lakewood South	Landers, James	504 Violet Street	Golden	80401	(720) 522-8412
CO	Grand Junction	Landers, James	925 4th Avenue	Grand Junction	81505	(970) 241-8181
CO	Greeley/Windsor	McGuffey, Luke	827 5th street	Greeley	80631	(970) 353-1388
CO	Grand, Routt, and Rio Blanco Counties	Landers, James	791 Middlegate Road	Henderson	89011	(970) 457-1449
CO	Englewood/East Littleton	Mayfield, Theresa	5201 South Santa Fe Drive	Littleton	80120	(303) 777-6498
CO	Longmont	Dudderar, Kyle B.	41 3rd Avenue, Unit C	Longmont	80501	(720) 491-3989
CO	Montrose/Telluride	Miller, Thomas Ivan	2990 N Townsend Avenue	Montrose	81401	(970) 240-6970
CO	Pueblo	Drury, Jack	3130 Broadmoor Road	Pueblo	81004	(719) 544-7165
CO	Greater Boulder	Olson, Erik S.	9085 Marshall Court	Westminster	80031	(303) 494-2000
CO	Broomfield/NW Adams County	Olson, Erik S.	9085 Marshall Court	Westminster	80031	(303) 452-9900
CO	Arvada	Olson, Erik S.	9085 Marshall Court	Westminster	80031	(303) 420-1455
CO	Downtown Denver/Team Olson	Olson, Erik S.	9085 Marshall Court	Westminster	80031	(720) 996-2630
CT	Bloomfield/Enfield	Garcia, MD, Noemi T.	100 Peters Road	Bloomfield	6002	(860) 216-2785
CT	Bristol	Luciani, Mario G.	147 Central Street	Bristol	6010	(203) 987-4112



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CT	Danbury/Ridgefield	Yoran, Calvin	P.O. Box 3536	Danbury	06813-3536	(203) 791-0920
CT	Shelton, Naugatuck	Geaski, Gregory J.	101 Elizabeth Street Unit #16	Derby	6418	(203) 664-3190
CT	Meriden	Luciani, Mario G.	150 Bradley Street	East Haven	6512	(203) 630-2273
CT	Darien/New Canaan	Luciani, Mario G.	150 Bradley Street	East Haven	6512	(203) 966-6264
CT	The Windsors	Senese, Antonio	22 Thompson Road, Area 8	East Windsor	6088	(860) 627-0763
CT	Westport/Fairfield	Luciani, Mario G.	100 Mona Terrace	Fairfield	6824	(203) 707-1952
CT	Farmington, Avon	Luciani, Mario G.	525 New Britain Avenue	Farmington	6085	(860) 675-4500
CT	Glastonbury/Wethersfield	Garcia, MD, Noemi T.	49 Putnam Blvd	Glastonbury	6033	(860) 633-8791
CT	Manchester/Mansfield	Garcia, MD, Noemi T.	53 Slater Street, Unit 2	Manchester	6042	(860) 461-7194
CT	Middletown/New Britain	Skov, Timothy	14 Industrial Park Pl Suite 3B	Middletown	6457	(860) 826-5169
CT	New London	O'Sullivan Jr., John	300 State Street Suite 510	New London	6320	(860) 443-2222
CT	Newington/Central Hartford	Byrne, Joseph P.	11 Progress Circle	Newington	6111	(860) 667-9191
CT	New Haven	Randolph, Graham Allen	1 Corporate Drive	North Haven	6473	(203) 234-1100
CT	Greenwich	Keating, Michael	173 Main Street	Norwalk	6851	(203) 629-3480
CT	Trumbull, Monroe and Northern Bridgeport	Keating, Michael	173 Main Street	Norwalk	6851	(203) 452-7781
CT	Norwalk/Wilton	Keating, Michael	173 Main Street	Norwalk	6851	(203) 866-2871
CT	Stamford	Keating, Michael	173 Main Street	Norwalk	6851	(203) 324-1642
CT	Southern Bridgeport	Keating, Michael	173 Main Street	Norwalk	6851	(475) 284-2840
CT	Norwich and Windham County	O'Sullivan Jr., John	390 W Thames Street	Norwich	6360	(860) 887-0447
CT	Stafford Springs	O'Sullivan Jr., John	390 West Thames Street	Norwich	6360	(860) 684-0447
CT	Southbury/Torrington	Geaski, Gregory J.	15 Main Street	Torrington	6790	(203) 267-6262
CT	Old Saybrook	Luciani, Mario G.	1254 South Broad Street	Wallingford	6492	(860) 388-1776
CT	Branford/Shoreline	Luciani, Mario G.	1254 South Broad Street	Wallingford	6492	(203) 488-8881
CT	Waterbury	Randolph, Graham Allen	2095 S Main Street #8	Waterbury	6706	(203) 757-5050
CT	West Hartford	Garcia, MD, Noemi T.	15 N Main Street Suite 100	West Hartford	6107	(860) 206-6141
CT	Milford-Orange-Stratford	Geaski, Gregory J.	232 Amity Road	Woodbridge	6525	(203) 301-0500
CT	Newtown and Southern Litchfield County	Geaski, Gregory J.	232 Amity Road	Woodbridge	6525	(203) 743-5362

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
DC	Washington, DC	Olson, Erik S.	10000 Business Plwy	Lanham	20706	(202) 737-8776
DC	Capitol Hill	Olson, Erik S.	10000 Business Pkwy	Lanham	20706	(202) 698-1104
DC	Georgetown	Olson, Erik S.	10000 Business Pkwy	Lanham	20706	(202) 686-0099
DC	Northeast Washington, DC	Olson, Erik S.	10000 Business Pkwy	Lanham	20706	(202) 291-2133
DC	Northwest Washington, DC	Olson, Erik S.	10000 Business Pkwy	Lanham	20706	(202) 686-0024
DC	Southeast Washington, DC	Olson, Erik S.	10000 Business Pkwy	Lanham	20706	(202) 373-0001
DC	Takoma Park	Olson, Erik S.	10000 Business Pkwy	Lanham	20706	(301) 931-1285
DE	Bear/New Castle	Massey, Richard	301 Carson Drive	Bear	19701	(302) 392-6000
DE	Dover/Middletown	Nunan, III, Charles R.	712 Main Street	Cheswold	19936	(302) 735-9940
DE	Sussex County North	Cranmer, Matthew W.	22213 Lewes-Georgetown Hwy	Georgetown	19947	(302) 856-9768
DE	Sussex County South	Cranmer, Matthew W.	22213 Lewes-Georgetown Hwy	Georgetown	19947	(302) 856-2580
DE	Hockessin/Elsmere	Mehan, Sr., Andrew	225 N. James Street Suite A	Wilmington	19804	(302) 992-0104
DE	Brandywine/Wilmington	Mehan, Sr., Andrew	225 N James Street Suite B	Wilmington	19804	(302) 762-8080
DE	Newark	Mehan, Sr., Andrew	225 N. James Street Suite C	Wilmington	19804	(302) 733-7933
FL	Apollo Beach West, Gibsonton	Jones, Brian E.	437 Apollo Beach Blvd	Apollo Beach	33572	(813) 624-2001
FL	Citrus County	Taylor, Romonda	P.O. Box 640773	Beverly Hills	34464	(352) 522-1053
FL	Delray Beach	Ruderman, Joshua	2880 NW 2nd Ave. Suite 3	Boca Raton	33431	(561) 272-5180
FL	South Palm Beach	Ruderman, Joshua	2880 NW 2nd Ave. Suite 3	Boca Raton	33431	(561) 391-3366
FL	Deerfield Beach	Ruderman, Joshua	2880 NW 2nd Avenue Suite 3	Boca Raton	33431	(954) 596-2208
FL	Wellington South	Ruderman, Joshua	2880 NW 2nd Avenue, Suite 3	Boca Raton	33431	(561) 800-3450
FL	Lake Worth South	Valenti, Frank M.	101 Commerce Road	Boynton Beach	33426	(561) 588-9777
FL	Boynton Beach	Valenti, Frank M.	101 Commerce Road	Boynton Beach	33426	(561) 413-9754
FL	Central Palm Beach	Valenti, Frank M.	101 Commerce Road	Boynton Beach	33426	(561) 532-2770
FL	Cutler Bay South/Princeton East	Valenti, Frank M.	101 Commerce Road	Boynton Beach	33426	(305) 278-1470
FL	East Bradenton/Lakewood Ranch	Ross, John D.	2416 1st Street	Bradenton	34208	(941) 747-2333
FL	West Bradenton/Anna Maria	Ross, John D.	2416 1st Street	Bradenton	34208	(941) 792-7715
FL	Sun City Center, Ruskin South	Ross, John D.	2416 1st Street	Bradenton	34208	(813) 867-2445

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FL	Cape Coral South	Marazzito, Joshua J.	1015A SE 12th Avenue	Cape Coral	33990	(239) 573-5911
FL	North Fort Myers	Marazzito, Joshua J.	1015A SE 12th Avenue	Cape Coral	33990	(239) 573-7911
FL	Punta Gorda	Marazzito, Joshua J.	1015A SE 12th Avenue	Cape Coral	33990	(941) 575-5910
FL	Largo	Greenway, Burton	1569 S. Missouri Ave	Clearwater	33756	(727) 586-0060
FL	Central St. Petersburg/Pinellas Park	Nicholson, Thomas Brent	3798 131st Avenue	Clearwater	33762	(727) 521-2562
FL	Clearwater South/Clearwater Beach	Greenway, Burton	1569 S. Missouri Ave.	Clearwater	33756	(727) 614-0099
FL	Central Brevard	Robertson, John P.	2193 W King Street C	Cocoa	32926	(321) 638-4947
FL	South Miami	Valenti, Frank M.	2665 S Bayshore Drive Suite 220-77	Coconut Grove	33133	(305) 269-8900
FL	Brickell	Calzada, Jr., Osvaldo	2520 Coral Way, Suite 2-301	Coral Gables	33145	(305) 643-0710
FL	Wynwood	Calzada, Jr., Osvaldo	2520 Coral Way, Suite 2-301	Coral Gables	33145	(305) 377-2325
FL	West Miami	Calzada, Jr., Osvaldo	2520 Coral Way, Suite 2-301	Coral Gables	33145	(786) 789-3963
FL	West Coral Springs/West Parkland	Panster, Michael	12554 W Atlantic Blvd Suite B	Coral Springs	33071	(954) 973-4130
FL	New Tampa	George, Jeremy	10205 US Hwy 301	Dade City	33525	(813) 547-3000
FL	East Davie/Cooper City	Greenstein, Alan	10380 W SR 84 Suite #6	Davie	33324	(954) 741-4321
FL	Weston/West Davie	Locandro, Russell J.	15951 SW 41st Street Suite 300	Davie	33331	(954) 384-6653
FL	Sunrise	Locandro, Russell J.	15951 SW 41st Street Suite 300	Davie	33331	(954) 748-7887
FL	North Daytona Beach/Ormond Beach	Robertson, John P.	545 Mason Avenue	Daytona Beach	32117	(386) 677-9993
FL	South Daytona Beach/Port Orange	Robertson, John P.	545 Mason Avenue	Daytona Beach	32117	(386) 788-0358
FL	Englewood, Placida	Helmling, Robert	1650 Lantana Avenue Unit A	Englewood	34224	(941) 499-3550
FL	North Port NE, Desoto County	Helmling, Robert	1650 Lantana Avenue Unit A	Englewood	34224	(941) 200-6333
FL	West Hollywood/Dania Beach	Nibbs, John M.	5925 Ravenswood Road, Suite 6	Fort Lauderdale	33312	(954) 589-1528
FL	Ft. Lauderdale North	Panster, Michael	3315 SW 13th Avenue	Fort Lauderdale	33315	(954) 733-1006
FL	Plantation/Sunrise SE	Panster, Michael	3315 SW 13th Avenue	Fort Lauderdale	33315	(954) 280-8282
FL	Central Ft. Myers	Ferguson, John R.	1685 Target Court #22	Fort Myers	33905	(239) 334-8700

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
FL	Bonita Springs/Estero	Ferguson, John R.	1685 Target Court #22	Fort Myers	33905	(239) 791-8892
FL	Fort Walton Beach	Diepholz Jr, Kenneth	425 B Mary Esther Cutoff	Fort Walton Beach	32548	(850) 863-2552
FL	Crestview, DeFuniak Springs, Chipley	Diepholz Jr, Kenneth	425 B Mary Esther Cutoff	Fort Walton Beach	32548	(850) 772-0686
FL	Ft. Lauderdale South	Panster, Michael	401 E. Las Olas Blvd, Ste 1400	Ft. Lauderdale	33301	(954) 776-2000
FL	Ft. Lauderdale Central, Wilton Manors	Panster, Michael	3315 SW 13th Avenue	Ft. Lauderdale	33315	(954) 516-7611
FL	Gainesville West/Alachua County West	Raymond, Mark	P.O. Box 357657	Gainesville	32635-7657	(352) 374-6589
FL	East Gainesville	Williams, Gregory T.	111 SE 1st Avenue Suite 140	Gainesville	32601	(352) 732-4817
FL	Doral	Jaramillo, Bresly F.	3186 W. 81st Street	Hialeah	33018	(305) 594-2956
FL	Tarpon	George, Jeremy	2300 Grand Boulevard	Holiday	34690	(727) 934-5555
FL	Mandarin	Braddock, Tom	2205 Saint Johns Bluff Road S.	Jacksonville	32246	(904) 636-0044
FL	Arlington/Jacksonville East	Clark, Bryce A.	11215 St. Johns Industrial Parkway #3	Jacksonville	32246	(904) 721-2230
FL	Fernandina Beach/Jacksonville Northeast	Reilly, Peter D.	10569 Lem Turner Road	Jacksonville	32218	(904) 729-2401
FL	Jacksonville South	Clark, Bryce A.	750 Cassat Avenue	Jacksonville	32205	(904) 762-8066
FL	Jacksonville Westside	Clark, Bryce A.	1716 Harper Street	Jacksonville	32204	(904) 779-3990
FL	Jacksonville Northwest	Reilly, Peter D.	10569 Lem Turner Road	Jacksonville	32218	(904) 256-4894
FL	Nassau South and Baker East Counties	Clark, Bryce A.	1716 Harper Street	Jacksonville	32204	(904) 779-3993
FL	Downtown Jacksonville	Clark, Bryce A.	1716 Harper Street	Jacksonville	32204	(904) 779-3992
FL	Martin County	Vallejos, Marcos	1235 NE Savannah Road, Suite 102	Jensen Beach	34957	(772) 334-8762
FL	Saint Cloud, East Osceola County	Fenero, Morena D.	1251 Dyer Blvd	Kissimmee	34741	(407) 933-0707
FL	Celebration, North Poinciana	Fenero, Morena D.	1251 Dyer Blvd	Kissimmee	34741	(407) 743-5673
FL	Kissimmee, Buenaventura Lakes	Fenero, Morena D.	1251 Dyer Blvd	Kissimmee	34741	(407) 848-1266
FL	Columbia and Suwannee Counties	Nicholson, Charles C.	181 NW Amenity Court	Lake City	32055	(386) 754-0261
FL	North Palm Beach, Riviera Beach, Pahokee	Nitzsche, Grant	117 Miller Way	Lake Park	33403	(561) 881-8784
FL	Jupiter, Juno Beach, Limestone Creek	Nitzsche, Grant	117 Miller Way	Lake Park	33403	(561) 562-6088
FL	Lakeland	Riddle, Larry	1018 W. Beacon Road	Lakeland	33803	(863) 646-4213

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FL	Maitland/Casselberry	Tracy, Scott	125 S. Swoope Avenue	Maitland	32751	(407) 388-0404
FL	Florida Keys	Calzada, Jr., Osvaldo	10623 Aviation Blvd, Unit C-D	Marathon	33050	(305) 396-7868
FL	East Coral Springs	Ross, John Daniel	1467 Bank Road	Margate	33063	(954) 406-7771
FL	West Brevard	Robertson, John P.	2335 Aurora Road	Melbourne	32935	(321) 953-8600
FL	South Brevard	Robertson, John P.	2335 Aurora Road	Melbourne	32935	(321) 777-5131
FL	North Miami	Halabu, David	670 NW 113th Street	Miami	33168	(305) 895-4880
FL	Hollywood/Hallandale/Aventura	Halabu, David	670 NW 113th Street	Miami	33168	(954) 921-8992
FL	Miami Lakes	Halabu, David	670 NW 113th Street	Miami	33168	(305) 558-6211
FL	Cutler Bay North/Palmetto Bay South	Valenti, Frank M.	12441 SW 130th Street	Miami	33186	(305) 278-8484
FL	Miami Beach	Hrbek, Joel	P.O. Box 403517	Miami Beach	33140	(305) 532-5411
FL	Pinecrest, East Kendall	Hrbek, Joel	1355 Alton Road	Miami Beach	33139	(305) 701-6653
FL	Naples/Marco Island	Panster, Michael	2900 S. Horseshoe Drive # 1400	Naples	34104	(239) 302-5700
FL	East Naples	McBride, Joseph P.	3557 Plover Avenue STE 2	Naples	34117	(239) 352-8300
FL	North Naples	Zubricki, Frank G.	4328 Corporate Square Blvd #B	Naples	34104	(239) 592-0100
FL	Santa Rosa County North	Carter, Benjamin Kyle	8403 E. Bay Blvd	Navarre	32566	(850) 961-2610
FL	Santa Rosa County SW	Carter, Benjamin Kyle	8403 E. Bay Blvd.	Navarre	32566	(850) 939-4700
FL	Jacksonville Beach/Ponte Vedra	Braddock, Tom	446 3rd Street, Suite #10	Neptune Beach	32266	(904) 246-6118
FL	North Lauderdale/West Tamarac	Gardner, William A.	7544 W McNab Road	North Lauderdale	33068	(954) 960-5322
FL	Ocala	Williams, Gregory T.	3407 SW 7th Street	Ocala	34474	(352) 732-6630
FL	South Marion County	Williams, Gregory T.	3407 SW 7th Street	Ocala	34474	(352) 732-6140
FL	North Clay County/Oakleaf/North Middleburg	Nicholson, Charles C.	35 Knight Boxx Road	Orange Park	32065	(904) 861-8870
FL	Jacksonville Westside/Orange Park	Clark, Bryce A.	115 Industrial Loop North	Orange Park	32073	(904) 269-9282
FL	Apopka-Wekiva	Tracy, Scott	1800 Pembroke Drive	Orlando	32810	(407) 788-3124
FL	South Orlando	Nicholson, Thomas Brent	7576 S Orange Avenue	Orlando	32809	(407) 985-3200
FL	Northwest Orlando	Nicholson, Thomas Brent	7576 S Orange Avenue	Orlando	32809	(407) 698-5155

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FL	University, SE Orlando	Boatman, Vern	3505 Lake Lynda Drive	Orlando	32817	(407) 954-8520
FL	Oviedo/Winter Springs East	Nicholson, Thomas Brent	7576 S Orange Avenue	Orlando	32809	(407) 542-0000
FL	Altamonte Springs/Longwood	Nicholson, Thomas Brent	7576 S. Orange Avenue	Orlando	32809	(407) 830-9899
FL	Alafaya	Gordon, Orrin J.	13000 Avalon Lake Drive #208	Orlando	32828	(407) 379-2777
FL	Southwest Orlando	Cuthbertson, Jeffrey	7703 Kingspointe Pkwy Suite 800	Orlando	32819	(407) 704-0327
FL	East Orlando	Cuthbertson, Jeffrey	7703 Kingspointe Pkwy Suite 800	Orlando	32819	(689) 222-0477
FL	Haines City/Polk City	Cuthbertson, Jeffrey	7703 Kingspointe Pkwy Suite 800	Orlando	32819	(863) 236-3553
FL	Downtown Orlando/Team Cuthbertson	Cuthbertson, Jeffrey	7703 Kingspointe Pkwy Suite 800	Orlando	32819	(407) 329-9194
FL	Downtown Orlando/Team Nicholson	Nicholson, Thomas Brent	7576 S Orange Avenue	Orlando	32809	(407) 698-5621
FL	Putnam County	Killebrew, C. Edward	608 Main Street	Palatka	32177	(386) 328-8660
FL	Bay County East	Carter, Benjamin Kyle	1403 Florida Avenue	Panama City	32401	(850) 771-1519
FL	Bay County West	Carter, Benjamin Kyle	1403 Florida Avenue	Panama City	32401	(850) 785-1077
FL	Marianna, Quincy, Apalachicola	Carter, Benjamin Kyle	1403 Florida Avenue	Panama City	32401	(850) 738-7775
FL	East Pembroke Pines	Fenero, Morena D.	911 NW 209th Avenue Suite 103	Pembroke Pines	33029	(954) 998-0600
FL	West Miramar/West Pembroke Pines	Fenero, Morena D.	911 NW 209th Avenue Suite 103	Pembroke Pines	33029	(954) 527-0004
FL	West Pensacola	Stone, Larry	1101 S. Fairfield Drive	Pensacola	32506	(850) 469-1160
FL	North Pensacola	Carter, Benjamin Kyle	3345 Addison Drive	Pensacola	32514	(850) 466-3076
FL	Northwest Escambia County	Carter, Benjamin Kyle	3345 Addison Drive	Pensacola	32514	(850) 466-3089
FL	Downtown Pensacola	Carter, Benjamin Kyle	3345 Addison Drive	Pensacola	32514	(850) 396-1540
FL	NE Hillsborough County/Plant City	Marazzito, Joshua J.	1409 E Baker Street	Plant City	33563	(813) 459-3767
FL	Bartow/Lakeland Highlands	Marazzito, Joshua J.	1409 E Baker Street	Plant City	33563	(863) 510-5962
FL	Temple Terrace	Marazzito, Joshua J.	1409 E Baker Street	Plant City	33563	(813) 280-5530
FL	Pompano Beach	Panster, Michael	2101 NW 33rd Street Suite 200-A	Pompano Beach	33069	(954) 970-4942

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FL	Port Charlotte	Maggio, Paul	18245 Paulson Drive Suite 130D	Port Charlotte	33954	(941) 629-0966
FL	West Pasco	George, Jeremy	7920 Evies Way	Port Richey	34668	(727) 847-3000
FL	Hernando County	George, Jeremy	7920 Evies Way	Port Richey	34668	(352) 683-3730
FL	Wesley Chapel	George, Jeremy	7920 Evies Way	Port Richey	34668	(813) 929-9898
FL	Fort Pierce NE	Panster, Michael	625 Northwest Commodity Cove	Port St. Lucie	34986	(772) 362-7060
FL	Port St. Lucie NE	Panster, Michael	625 Northwest Commodity Cove	Port St. Lucie	34986	(772) 266-2350
FL	Brandon/North Riverview	Jones, Brian E.	6528 Hwy 301 South	Riverview	33578	(813) 741-3473
FL	Central Bloomingdale, Fish Hawk	Jones, Brian E.	6528 Hwy 301 South Bldg. 109	Riverview	33578	(813) 460-0204
FL	Dunedin/Palm Harbor South	Troy, Artem Y.	977 Withlacoochee Street	Safety Harbor	34695	(727) 793-1333
FL	Clearwater North, Safety Harbor	Troy, Artem Y.	977 Withlacoochee Street	Safety Harbor	34695	(727) 250-0330
FL	Sanford East	Cuthbertson, Jeffrey	1980 Dolgner Place Suite 1000	Sanford	32771	(407) 323-2422
FL	Deltona North	Cuthbertson, Jeffrey	1980 Dolgner Place Suite 1000	Sanford	32771	(386) 574-0864
FL	DeLand	Cuthbertson, Jeffrey	1980 Dolgner Place Suite 1000	Sanford	32771	(386) 736-7801
FL	Lake Mary, Heathrow	Cuthbertson, Jeffrey	1980 Dolgner Place Suite 1000	Sanford	32771	(407) 767-5507
FL	Sanibel/Captiva Island/Ft Myers Beach	Zubricki, Frank G.	1456 Periwinkle Way Suite B249	Sanibel	33957	(239) 312-7605
FL	Destin, Seaside, Freeport	Diepholz Jr, Kenneth	161 Goldsby Road Suite M29	Santa Rosa Beach	32459	(850) 267-0746
FL	North Sarasota	Vermillion, Jeff	6341 Porter Rd, Ste 14	Sarasota	34240	(941) 365-4614
FL	South Sarasota	Vermillion, Jeff	6341 Porter Road Suite 14	Sarasota	34240	(941) 552-6319
FL	Sebastian	Robertson, John P.	9611 N US-1 Suite 304	Sebastian	32958	(772) 277-2100
FL	Seminole	Greenway, Burton	7130 Seminole Boulevard	Seminole	33772	(727) 391-6212
FL	St. Augustine, St. Augustine Beach, S. Nocatee and Wo	Shirazyan, David F.	2205 Dobbs Road Suite A	St. Augustine	32086	(904) 429-4457
FL	South Fleming Island/North Bradford County	Shirazyan, David F.	2205 Dobbs Road Suite A	St. Augustine	32086	(904) 290-4040

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
FL	Flagler County	Shirazyan, David F.	2205 Dobbs Road Suite A	St. Augustine	32086	(386) 447-2202
FL	New Smyrna Beach-Titusville	Shirazyan, David F.	2205 Dobbs Road Suite A	St. Augustine	32086	(386) 409-9080
FL	NE St. Petersburg	Greenway, Burton	111 2nd Avenue N. #360-B	St. Petersburg	33701	(727) 522-0000
FL	Gulf Beaches South/West St. Petersburg	Nicholson, Thomas Brent	2963 44th Avenue North	St. Petersburg	33714	(727) 341-1001
FL	Tallahassee	Horner, Robert	P.O. Box 12753	Tallahassee	32317	(850) 878-8885
FL	North Leon County	Kile, David C.	3841 Killearn Ct, Ste B	Tallahassee	32309	(850) 536-6599
FL	Central Tallahassee	Kile, David C.	2827 Manufacturer Ct	Tallahassee	32310	(850) 765-5706
FL	South Tampa	Schweitzer, Brian	6002 S Dale Mabry Hwy	Tampa	33611	(813) 839-6633
FL	North Tampa/Magdalene	Nicholson, Thomas Brent	625 E Twiggs Street Suite 10013	Tampa	33602	(813) 694-9082
FL	Tampa Southeast	Nicholson, Thomas Brent	5409 E. Henry Avenue	Tampa	33610	(813) 694-9092
FL	Greater Carrollwood/Citrus Park	Nicholson, Thomas Brent	2701 W Busch Blvd Suite 142	Tampa	33618	(813) 694-9085
FL	Oldsmar/Westchase	Farrell, James C.	12802 Dupont Circle	Tampa	33626	(813) 543-0053
FL	West Tampa	George, Jeremy	3030 N. Rocky Point Drive. W. #150B	Tampa	33607	(813) 855-0888
FL	Lake County	Brennan, Joshua N.	15617 Old US Hwy 441	Tavares	32778	(352) 735-3311
FL	Venice	Maggio, Paul	233 Center Court	Venice	34285	(941) 484-7777
FL	Vero Beach	Tunstall, James L.	P.O. Box 669	Vero Beach	32961	(772) 770-0501
FL	West Palm Beach	Hawkins, William K.	4050 Westgate Avenue Suite 107	West Palm Beach	33409	(561) 795-5410
FL	Haverhill	Hawkins, William K.	4050 Westgate Avenue Suite 107	West Palm Beach	33409	(561) 567-9840
FL	Wellington North	Hawkins, William K.	4050 Westgate Avenue Suite 107	West Palm Beach	33409	(561) 895-0819
FL	Sumter County/Villages/Marion Oaks	Furlow, Rodney O.	3120 NE 37th Place	Wildwood	34785	(352) 689-0102
FL	West Orange	Tracy, Scott	9100 Conroy Windermere Road Ste 200	Windermere	34786	(407) 352-1569
FL	Winter Haven	Marazzito, Joshua J.	199 Avenue B NW Suite 205	Winter Haven	33881	(863) 551-5004
FL	Winter Park	Boatman, Vern	665 Jackson Ave	Winter Park	32789	(407) 678-5391
FL	Lake Nona	Boatman, Vern	665 Jackson Avenue	Winter Park	32789	(407) 794-2633



State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
FL	Dr. Phillips South	Boatman, Vern	665 Jackson Avenue	Winter park	32789	(407) 641-3926
GA	Northwest Cobb County	Bisig, Justin	3360 Dogwood Lane # B3	Acworth	30101	(770) 966-1442
GA	Albany	Carter, Benjamin Kyle	3359 Palmyra Road	Albany	31707	(229) 439-2048
GA	Americus	Carter, Benjamin Kyle	3359 Palmyra Road	Albany	31707	(229) 928-3440
GA	Bainbridge, Blakely, Camilla	Carter, Benjamin Kyle	3359 Palmyra Road	Albany	31707	(229) 800-5570
GA	Athens	Northen, Rick R.	4035-A Old Danielsville Road	Athens	30601	(706) 549-3366
GA	Barrow County	Northen, Rick R.	4035-A Danielsville Road	Athens	30601	(706) 549-1933
GA	Jackson and Madison Counties	Northen, Rick R.	4035-A Old Danielsville Road	Athens	30601	(706) 353-3650
GA	NW DeKalb/Dunwoody/Brookhaven	Bisig, Justin	303 Perimeter Center North, Suite 300	Atlanta	30346	(770) 396-3883
GA	North Fulton	Northen, Rick R.	8850 Dunwoody Place	Atlanta	30350	(770) 992-2777
GA	North Atlanta/Buckhead	Bisig, Justin	3340 Peachtree Road, Suite 1800	Atlanta	30326	(404) 261-2925
GA	Summerville and Walton Way	York, Jimmy	1407-B Monte Sano Avenue	Augusta	30904	(706) 750-0200
GA	Downtown Atlanta	Northen, Rick R.	5868 Gore Place	Austell	30106	(404) 835-0200
GA	Brunswick	Corbitt, Teresa Lavallee	1019 Commercial Drive	Brunswick	31525	(912) 264-6094
GA	Buford/Suwanee/Hamilton Mill	Bisig, Justin	1600 French Boulevard, #316	Buford	30518	(770) 945-5355
GA	Tri-County	Collins, Don	925 Akin Lunsford Road	Canon	30520	(706) 245-7109
GA	Bartow County	Johnston, Rachel	30 River Ct, Bldg A	Cartersville	30120	(770) 387-7455
GA	The Mountains	Collins, Don	3881 Hollywood Highway	Clarkesville	30523	(706) 754-7378
GA	Columbus	Carraway, Dennis	P.O. Box 8116	Columbus	31908	(706) 568-1934
GA	S. Muscogee/Chattahoochee County	Carraway, Dennis	P.O. Box 8116	Columbus	31908	(706) 568-1934
GA	Conyers/Covington	Wilson, Ricky	1132 Culpepper Drive	Conyers	30094	(770) 483-1212
GA	Fayette/S. Fulton Counties	Wilson, Ricky	1132 Culpepper Drive	Conyers	30094	(770) 716-3595
GA	Stone Mountain/Clarkston	Wilson, Ricky	1132 Culpepper Drive	Conyers	30094	(770) 496-1976
GA	Forsyth and Dawson Counties	Bisig, Justin	1720 Redi Road	Cumming	30040	(770) 887-1962
GA	Paulding/Polk Counties	Wilson, Ricky	14861 Veterans Memorial Hwy	Dallas	30157	(770) 505-0555

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GA	Panthersville	Coleman, Nadine Marsh	4153 Flat Shoals Pkwy, Bldg B, Ste 202	Decatur	30034	(678) 515-8602
GA	Decatur	Crawford, Michael R.	315 West Ponce De Leon Avenue	Decatur	30030	(404) 378-9998
GA	Gordon, Murray	Wilson, Ricky	P.O. Box 1531	Douglasville	30133	(706) 278-7378
GA	Gwinnett County Southeast	Wilson, Ricky	P.O. Box 1531	Douglasville	30133	(770) 448-5782
GA	Columbia County	York, Jimmy	683 Commerce Court	Evans	30809	(706) 868-5441
GA	Gainesville	Collins, Mark	1677A Oakbrook Drive	Gainesville	30507	(770) 536-1010
GA	Augusta South/Burke	York, Jimmy	636 South Old Belair Road	Grovetown	30813	(706) 843-1990
GA	Houston County	Bisig, Justin	822 Highway 247 S	Kathleen	31047	(478) 224-4148
GA	Gwinnett County Southwest	Wilson, Ricky	100 Paper Mill Road Suite D-3	Lawrenceville	30046	(770) 982-8339
GA	Macon West	Wilson, Ricky	1965 Adkins Place	Macon	31217	(478) 474-6700
GA	Macon East	Wilson, Ricky	1965 Adkins Place	Macon	31217	(478) 785-2129
GA	Thomaston, Forsyth	Wilson, Ricky	1965 Adkins Place	Macon	31217	(478) 956-1214
GA	Marietta West	Johnston, Rachel	3600 Dallas Highway, Ste 230 #252	Marietta	30064	(770) 428-5467
GA	East Cobb	Johnston, Rachel	3850 Canton Road, Suite 4110	Marietta	30066	(770) 424-0400
GA	South Atlanta	Johnston, Rachel	3600 Dallas Highway, Ste 230 #252	Marietta	30064	(404) 505-1760
GA	Clayton County	Crawford, Michael R.	934 Dailey Mill Road	McDonough	30253	(770) 997-5689
GA	Henry, Spalding and Butts Counties	Crawford, Michael R.	934 Dailey Mill Road	McDonough	30253	(678) 432-3003
GA	Baldwin, Putnam and Jones Counties	Latimer, Jason	110 Chase Ct.	Milledgeville	3106-19664	(478) 452-8000
GA	Monroe, Madison	Latimer, Jason	320 S. Madison Ave Ste 20	Monroe	30655	(770) 267-0023
GA	Norcross	Ausband, Jr., Robert E.	6941 Peachtree Industrial Blvd	Norcross	30092	(770) 858-5000
GA	North Lilburn	Bowen, Brian H.	4150 Shackleford Road, Ste 540	Norcross	30093	(770) 709-3266
GA	Duluth	Ausband, Jr., Robert E.	6941 Peachtree Industrial Blvd	Norcross	30092	(770) 622-9411
GA	North Lawrenceville	Bowen, Brian H.	4150 Shackleford Road, Suite 540	Norcross	30093	(678) 376-5515

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GA	Southeast Cobb	Johnston, Rachel	4031 Fambrough Drive	Powder Springs	30127	(770) 779-9373
GA	Southwest Cobb	Johnston, Rachel	4031 Fambrough Drive	Powder Springs	30127	(770) 739-2355
GA	Bryan, Effingham, McIntosh	Harris, Franklin M.	60 Exchange Street Suite C3 Box 230	Richmond Hill	31324	(912) 445-5190
GA	Rome	Lamey, Christopher C.	25 Shorter Industrial Blvd Suite 600	Rome	30165	(706) 802-1085
GA	Chattooga, Dade	Peterson, Matthew Z.	25 Hannah Way	Rossville	30741	(706) 866-5646
GA	North Whitfield	Peterson, Matthew Z.	25 Hannah Way	Rossville	30741	(706) 965-7378
GA	Savannah East	Harvin, Robert T.	4131 Ogeechee Road Suite 104	Savannah	31405	(912) 234-9690
GA	Savannah West	Harvin, Robert T.	4131 Ogeechee Road Suite 104	Savannah	31405	(912) 234-9690
GA	Harris, Meriwether	Culpepper, James M.	17159 U.S. Highway 280 East	Smiths Station	36877	(706) 575-1930
GA	Dublin/Vidalia/Claxton	Bisig, Justin	5264 Knox Mill Rd.	Soperton	30457	(912) 538-1323
GA	Statesboro	Harris, Franklin M.	8 Joe Kennedy Blvd	Statesboro	30458	(912) 764-9542
GA	Thomas, Colquitt	Leverette, William E. (Pete)	P.O. Box 3124	Thomasville	31799	(229) 236-1902
GA	Tifton	Leverette, William E. (Pete)	P.O. Box 3124	Thomasville	31799	(229) 388-8837
GA	Valdosta	Holland, Benjamin R.	707 East Hill Ave.	Valdosta	31601	(229) 244-1466
GA	Douglasville	Wilson, Ricky	14861 Veterans Memorial Hwy	Villa Rica	30180	(770) 489-5659
GA	Troup-Coweta Counties	Wilson, Ricky	14861 Veterans Memorial Hwy	Villa Rica	30180	(770) 253-8972
GA	Carrollton	Wilson, Ricky	14861 Veterans Memorial Hwy	Villa Rica	30180	(770) 258-7557
GA	Waycross, Hinesville	Corbitt, Teresa Lavallee	609 Memorial Drive	Waycross	31501	(912) 285-0724
GA	Cherokee County	Bisig, Justin	225 Creekstone Ridge, #300	Woodstock	30188	(770) 924-3848
GA	Union, Towns, Fannin	Northen, Rick R.	117 Industrial Park Dr.	Young Harris	30582	(706) 896-1880
HI	East Honolulu	Usam, Jr., Lorenzo	330 Saratoga Rd #15186	Honolulu	96815	(808) 395-9545
HI	Hawaii	Konishi, Brian	P.O. Box 4545	Kailua-Kona	96745-4545	(808) 329-6560

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
HI	Pearl City	Konishi, Brian	77-6435 Kaukini Highway Suite 201	Kailua-Kona	96740	(808) 460-3153
HI	Kailua	Maras, Andrew J.	45-564 Kamehameha Hwy Unit D	Kaneohe	96744	(808) 235-5015
HI	Central Honolulu	Maras, Andrew J.	45-564 Kamehameha Hwy Unit D	Kaneohe	96744	(808) 744-2730
HI	Kalihi Valley	Maras, Andrew J.	45-564 Kamehameha Hwy Unit D	Kaneohe	96744	(808) 376-1603
HI	Kapolei	Maras, Andrew J.	45-564 Kamehameha Hwy Unit D	Kaneohe	96744	(808) 664-3146
HI	Downtown Honolulu/Team Maras	Maras, Andrew J.	45-546 Unit D Kamehameha Hwy	Kaneohe	96744	(808) 489-9594
HI	Maui	Konishi, Brian	775 Lower Main Street Unit F	Wailuku	96793	(808) 572-4666
IA	Ames	Short, Jeffrey M.	2316 230th Street Suite 703	Ames	50014	(515) 233-4544
IA	Marshalltown	Short, Jeffrey M.	2316 230th Street Suite 703	Ames	50014	(641) 758-9746
IA	Burlington	Earnest, Todd	P.O. Box 951	Burlington	52601	(319) 754-8050
IA	Clinton	Gauf, Jr., David J.	2315 16th Street NW	Clinton	52732	(563) 212-2874
IA	Council Bluffs	Toft, Lathe R.	721 16th Avenue	Council Bluffs	51501	(712) 256-6616
IA	Davenport/Bettendorf	Earnest, Todd	7208 Jebens Avenue	Davenport	52806	(563) 386-3540
IA	Decorah	Demuth, Scott	604 Montgomery Street	Decorah	52101	(563) 277-1615
IA	Des Moines SW	Meyer, Brian Carlos	2150 Milton Avenue	Des Moines	50317	(515) 244-5511
IA	Des Moines East	Meyer, Brian Carlos	2150 Milton Avenue	Des Moines	50317	(515) 957-0888
IA	Dubuque	Wiedenman, Todd	10479 Timothy Street	Dubuque	52003	(563) 584-2242
IA	Fort Dodge	McMahon, Jerry M.	15 N. 1st Street	Fort Dodge	50501	(515) 955-4009
IA	Des Moines NW	Kellogg, Brett	3600 Destination Drive	Grimes	50111	(515) 986-3711
IA	Cedar Rapids	Kellogg, Brett	111 Miller Road	Hiawatha	52233	(319) 393-8430
IA	Iowa City/Coralville	Meyer, Brian Carlos	615 Hwy 1 West	Iowa City	52246	(319) 338-8550
IA	Grinnell	Meyer, Brian Carlos	615 Hwy 1 West	Iowa City	52246	(641) 931-5001
IA	Mason City	Short, Jeffrey M.	2930 4th Street SW	Mason City	50401	(641) 424-3382
IA	Ottumwa/Oskaloosa	Meyer, Brian Carlos	201 Osage Drive	Ottumwa	52501	(641) 682-0782
IA	Sooland	Marchese, Matthew Michael	3220 Line Drive	Sioux City	51106	(712) 274-2416

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
IA	Spencer	Brooks, Ryan L.	P.O. Box 673	Spencer	51301	(712) 262-4379
IA	Black Hawk County	Demuth, Scott	3165 West Airline Hwy	Waterloo	50703	(319) 268-1521
ID	Twin Falls	Balbas, Luke A.	21318 Hwy 30	Filer	83328	(208) 735-1447
ID	Wood River Valley	Balbas, Luke A.	21318 Hwy 30	Filer	83328	(208) 788-0183
ID	Coeur d'Alene	Kilpatrick, Michael R.	11442 N Carisa Ct.	Hayden	83835	(208) 457-1234
ID	Lake Pend Oreille	Kilpatrick, Michael R.	11442 N Carisa Ct.	Hayden	83835	(208) 682-5646
ID	Rexburg/Rigby	Price, Skylar	2525 Boge Avenue Suite A	Idaho Falls	83401	(208) 356-0263
ID	Idaho Falls	Price, Skylar	2525 Boge Avenue Suite A	Idaho Falls	83401	(208) 523-5365
ID	McCall	Isaacson, Christian A.	907 W Lake Street	McCall	83638	(208) 849-4045
ID	Boise	Isaacson, Christian A.	2882 N Eagle Road	Meridian	83646	(208) 375-0300
ID	Meridian/Star/Eagle	Isaacson, Christian A.	2882 N Eagle Road	Meridian	83646	(208) 888-4938
ID	Nampa/Caldwell	Isaacson, Christian A.	2882 N Eagle Road	Meridian	83646	(208) 466-5000
ID	Blackfoot/Pocatello	Hargis, Tyler D.	525 W. Maple Street	Pocatello	83201	(208) 242-3819
IL	Lombard/Addison	Chuman, Ronald J.	1214 West Capitol Drive Unit 8	Addison	60101	(630) 543-1700
IL	Oak Lawn	Zubricki, Frank G.	12620 S Holiday Drive Suite A	Alsip	60803	(708) 239-1444
IL	Orland Park	Zubricki, Frank G.	12620 S Holiday Drive Suite A	Alsip	60803	(708) 532-3377
IL	Bedford Park/Burbank	Zubricki, Frank G.	12620 S Holiday Drive, Suite A	Alsip	60803	(708) 430-3600
IL	Arlington Heights/Prospect Heights	Frangella, James	3400 W Stonegate Blvd.	Arlington Heights	60005	(847) 637-3445
IL	Aurora	Jackowiec, George	1015 S Lake Street	Aurora	60506	(630) 862-3930
IL	Bloomington/Gibson City/S. McLean County	Tucker, Jacob	9 Quest Drive	Bloomington	61705	(309) 827-7500
IL	Pontiac/N. McLean	Tucker, Jacob	9 Quest Drive	Bloomington	61705	(815) 844-3400
IL	La Grange Park/North Riverside	Frangella, James	2737 S. 12th Avenue	Broadview	60155	(708) 240-4873
IL	Elmhurst	Frangella, James	2737 S. 12th Avenue	Broadview	60155	(630) 758-1701
IL	Buffalo Grove/Lake Zurich	Pietranek, Richard	1098 Johnson Drive	Buffalo Grove	60089	(847) 279-1940
IL	Carol Stream/East Bloomingdale	Pietranek, Richard	1098 Johnson Drive #1	Buffalo Grove	60089	(630) 830-6236

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
IL	Downtown Chicago/Team PM	Pietranek, Richard	1098 Johnson Drive	Buffalo Grove	60089	(872) 401-0080
IL	Southern McHenry County	Hammerschmidt, Josephine	600 Industrial Drive, Unit K	Cary	60013	(847) 516-1600
IL	Norridge/Harwood Heights	Chiodo, Michael	4740 N. Cumberland Ave. #352	Chicago	60656	(708) 453-3655
IL	Evergreen Park/South Chicago City	Zubricki, Frank G.	5262 S. Kolmar Avenue	Chicago	60632	(773) 337-3900
IL	Marquette Park/West Lawn/Ford City	Zubricki, Frank G.	5262 S Kolmar Avenue	Chicago	60632	(773) 337-3993
IL	West Loop/Bucktown/Greektown	Zubricki, Frank G.	1016 W Jackson Blvd #320	Chicago	60607	(773) 434-9100
IL	Hyde Park/E. Bridgeport/Bronzeville	Zubricki, Frank G.	410 E 47th Street #100	Chicago	60653	(312) 509-5000
IL	Gold Coast/Lincoln Park/Lakeview	Nitzsche, Grant	1657 N Elston Avenue	Chicago	60642	(773) 935-6750
IL	South Holland/Dolton/Riverdale	Zubricki, Frank G.	5262 S Kolmar Avenue	Chicago	60632	(708) 898-4966
IL	Logan Square/Humboldt Park	Menachem, Peter	2020 N California Avenue	Chicago	60647	(773) 873-6300
IL	Uptown, Buena Park	Bidirel, Samuel	4850 N Broadway Street	Chicago	60640	(708) 571-4482
IL	Downtown Chicago/Team Nichols	Nichols, Robert L.	30 N. Michigan Avenue #702	Chicago	60602	(312) 682-0723
IL	Downtown Chicago/Team Zubricki	Zubricki, Frank G.	1016 W. Jackson Blvd #320	Chicago	60607	(312) 877-9937
IL	Sterling	Gauf, Jr., David J.	2315 16th Street NW	Clinton	52732	(815) 400-9122
IL	Monroe, Randolph	Thole, Kevin A.	P.O. Box 566	Columbia	62236	(618) 464-0300
IL	Vermilion County	McGuire, David	817 Texas Ave.	Danville	61832	(217) 443-0077
IL	Moline/Rock Island	Earnest, Todd	7208 Jebens Avenue	Davenport	52806	(309) 797-1199
IL	Decatur/Forsyth	Robb, Jeffery	520 N Front Street	Decatur	62521	(217) 428-2371
IL	Effingham, Mattoon, Charleston	Wolfe, David	8372 N. US Hwy 45	Effingham	62401	(217) 536-6655
IL	Marion, Bond, Fayette and Clinton Cos.	Wolfe, David	8372 N. US Hwy 45	Effingham	62401	(618) 533-5400
IL	Lawrenceville/Mt. Carmel/Olney	Wolfe, David	8372 N. US Hwy 45	Effingham	62401	(618) 783-8677
IL	Elgin/Northwest Kane County	Jackowiec, George	955 Grace Street	Elgin	60120-8457	(847) 697-8500
IL	Park Ridge, N. Rosemont	Grace, Michael	2425 E Devon Avenue	Elk Grove Village	60007	(847) 795-9200
IL	Galesburg and Macomb	Fletcher, Jason B.	P.O. Box 1551	Galesburg	61402	(309) 342-0073
IL	Libertyville/North Chicago City/Lake Bluff	Cowell, Bradley S.	191 Ambrogio Drive	Gurnee	60031	(847) 557-1080
IL	Gurnee	Cowell, Bradley S.	191 Ambrogio Drive	Gurnee	60031	(847) 838-2954

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
IL	Highland Park/Deerfield	Cowell, Bradley S.	191 Ambrogio Drive	Gurnee	60031	(847) 432-1222
IL	Chicago Heights/Crete/Beecher	Nichols, Robert L.	17924 S Halsted St Suite B	Homewood	60430	(708) 672-0077
IL	Joliet	Kent, William	2364 Essington Road, Suite 506	Joliet	60435	(815) 436-5735
IL	Lockport/Lemont/Homer Glen	Kent, William	2364 Essington Road, Suite 506	Joliet	60435	(708) 301-4200
IL	Plainfield, Shorewood	Kent, William	2364 Essington Road, Suite 506	Joliet	60435	(815) 267-1910
IL	Naperville South	Kent, William	2364 Essington Road Suite 506	Joliet	60435	(630) 369-9710
IL	Northwest Lake County	Haigh, Drake E.	461 Park Ave., Suite 200	Lake Villa	60046	(224) 372-7772
IL	Mundelein/North Wauconda	Haigh, Drake E.	461 Park Avenue #200	Lake Villa	60046	(224) 372-7064
IL	Kankakee County	Nichols, Robert L.	1725 N. Boudreau Road	Manteno	60950	(815) 935-0077
IL	Calumet City/Lansing	Nichols, Robert L.	1725 N. Boudreau Road	Manteno	60950	(708) 627-0077
IL	Carbondale/Marion	Wolfe, Ryan	1610 Adams Drive	Marion	62959	(618) 998-8828
IL	Jefferson, Franklin	Wolfe, Ryan	1610 Adams Drive	Marion	62959	(618) 435-8200
IL	Matteson-Homewood	Nichols, Robert L.	21750 Main Street, Unit 3	Matteson	60443	(708) 747-9925
IL	Morris/Ottawa	Meske, Timothy D.	1262 Leah Rd., Unit D	Morris	60450	(815) 416-0075
IL	Naperville	Young, Gary	10S185 Schoger Drive, Unit 84	Naperville	60564	(630) 428-3700
IL	Frankfort	Meske, Timothy D.	12621 W. Harvey Drive	New Lenox	60451	(815) 485-6901
IL	Morton Grove/East Niles	Corvino, Thomas R.	7125 N. Austin Avenue	Niles	60714	(847) 983-4468
IL	Glenview	Thompson, Jeffery L.	1510 Paddock Drive	Northbrook	60062	(847) 832-9300
IL	Northbrook/Wheeling/Glencoe	Agustin, Walden	1808 Janke Drive	Northbrook	60062	(847) 498-8889
IL	Kendall County	Pearson, Steve	40 A Stonehill Road	Oswego	60543	(630) 554-2280
IL	Streamwood/Bartlett/West Chicago City	Pearson, Steve	40 A Stonehill Road	Oswego	60543	(630) 562-9212
IL	Elk Grove/E. Schaumburg/Itasca/Roselle	Walker, Curtis E.	629 S. Vermont Street	Palatine	60067	(847) 593-3055
IL	Palatine/Rolling Meadows	Walker, Curtis E.	629 S. Vermont Street	Palatine	60067	(847) 934-1700
IL	North Central Tazewell County	Fletcher, Jason B.	113 Sapp St.	Pekin	61554	(309) 346-5600
IL	Peoria	Fletcher, Jason B.	113 Sapp St.	Pekin	61554	(309) 637-7300
IL	Quincy	Maguire, Timothy	2808 Ellington Road	Quincy	62305	(217) 223-2993

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IL	Caledonia, Harvard, North Woodstock	Butler, Roger W.	5211 Mann Drive Unit C	Ringwood	60072	(815) 728-7621
IL	Oak Park/River Forest	Flannery, John	30 Forest Avenue	River Forest	60305	(708) 483-8636
IL	Kewanee	Earnest, Todd	105 31st Avenue	Rock Island	61201	(309) 440-2575
IL	Rockford	Hare, Charles	4315 Charles Street	Rockford	61108	(815) 964-0599
IL	St. Charles/Geneva/Batavia	Walker, Curtis E.	1900 E Tyler Road, Suite 600	Saint Charles	60174	(630) 377-7062
IL	East	Walker, Curtis E.	1900 E Tyler Road, Suite 600	Saint Charles	60174	(847) 510-3210
IL	Central Schaumburg/West Bloomingdale	Odean, Benjamin	962 Estes Ct	Schaumburg	60193	(630) 942-8440
IL	Winnetka/Wilmette/Skokie	Kluzik, Bartosz M.	3638 Oakton Street	Skokie	60076	(847) 600-0102
IL	Springfield	Negro, Bill	2450 Colt Road	Springfield	62707	(217) 528-7775
IL	Morgan, Cass, Macoupin	Negro, Bill	2450 Colt Road	Springfield	62707	(217) 522-7775
IL	DeKalb County	Jackowiec, George	1958 Aberdeen Ct	Sycamore	60178	(815) 758-3900
IL	Tinley Park	Van Dyke, Steven	P.O. Box 395	Tinley Park	60477	(708) 444-1667
IL	Belleville-O'Fallon	Wolfe, David	2220 Liebler	Troy	62294	(618) 233-1289
IL	Alton, Edwardsville	Wolfe, David	2220 Liebler	Troy	62294	(618) 797-1392
IL	Collinsville/Troy	Wolfe, David	2220 Liebler	Troy	62294	(618) 667-8648
IL	Champaign/Urbana	McGuire, David	3813 N. Cunningham Avenue	Urbana	61802	(217) 355-0077
IL	South Champaign, Clark, Douglas, Edgar	McGuire, David	3813 N. Cunningham Avenue	Urbana	61802	(217) 359-0077
IL	Piatt/DeWitt Counties	McGuire, David	3813 N Cunningham Avenue	Urbana	61802	(217) 935-2992
IL	Wheaton/Glen Ellyn/Lisle	Nitzsche, Grant	20 Danada Square West #252	Wheaton	60187	(630) 384-1040
IL	Barrington/North Schaumburg	Nitzsche, Grant	2206 N. Main Street, #333	Wheaton	60187	(847) 386-6817
IL	Downers Grove/Oak Brook	Nitzsche, Grant	2206 N. Main Street, #333	Wheaton	60187	(630) 573-4290
IL	Ravenswood	Nitzsche, Grant	20 Danada Square West #252	Wheaton	60187	(773) 878-5200
IL	La Grange/Burr Ridge/Hinsdale	Nitzsche, Grant	20 Danada SQ West #252	Wheaton	60187	(630) 920-9334
IL	Downtown Chicago/Team Nitzsche	Nitzsche, Grant	20 Danada Square West #252	Wheaton	60187	(312) 763-3341
IL	Woodridge/Bolingbrook	Boyette, William Todd	10216 Werch Drive Unit 111	Woodridge	60517	(630) 771-1720
IL	Evanston	Boyette, William Todd	10216 Werch Drive Unit 111	Woodridge	60517	(847) 763-7010
IL	Mount Prospect/North Des Plaines	Boyette, William Todd	10216 Werch Drive Suite 111	Woodridge	60517	(847) 956-1880
IN	Bloomington	Wolfe, Ryan	4339 Old State Road 37 N	Bedford	47421	(812) 824-2027



State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
IN	Lawrence, Owen, Greene	Wolfe, Ryan	4339 Old State Road 37 N	Bedford	47421	(812) 275-2244
IN	Western Lake County	Zubricki, Patricia	5262 S. Kolmar Avenue	Chicago	60632	(219) 922-9300
IN	Gary, Whiting	Zubricki, Patricia	5262 S. Kolmar Avenue	Chicago	60632	(219) 433-1592
IN	Jackson	Hare, Adam	4489 Middle Road	Columbus	47203	(812) 953-1120
IN	Columbus	Hare, Adam	4489 Middle Road	Columbus	47203	(812) 372-7760
IN	North Elkhart County	Blodgett, Terry W.	P.O. Box 1093	Elkhart	46515	(574) 343-1397
IN	East Evansville	Dupree, William	8117 Burch Park Drive	Evansville	47725	(812) 471-3132
IN	West Evansville	Drewes, Daniel J.	1315 Read Street Unit C	Evansville	47710	(812) 465-2500
IN	North Ft. Wayne	Miller, Randy	5401 Keystone Drive	Fort Wayne	46825	(260) 255-6271
IN	West Ft. Wayne	Miller, Randy	5401 Keystone Drive	Fort Wayne	46825	(260) 436-8385
IN	East Ft. Wayne, New Haven	Miller, Randy	5401 Keystone Drive	Fort Wayne	46825	(260) 279-5170
IN	Boone and Clinton Counties	Wolf, Jason	1980 W State Road 28	Frankfort	46041	(765) 659-9600
IN	Indianapolis South	Dussault, Steven R.	110 Tank Street	Greenwood	46143	(317) 784-3008
IN	Eastern Lake County	Hodges, Diane	2050 E. State Road 130	Hobart	46342	(219) 947-9931
IN	Indianapolis West	Olson, Erik S.	1205 Country Club Road	Indianapolis	46234	(317) 243-3149
IN	Indianapolis East	Olson, Erik S.	6767 E. Washington Street Suite 2	Indianapolis	46219	(317) 222-5068
IN	Central Indianapolis	Olson, Erik S.	1205 County Club Road	Indianapolis	46234	(317) 243-0896
IN	Downtown Indianapolis/Team Olson	Olson, Erik S.	1205 Country Club Road	Indianapolis	46234	(317) 757-3909
IN	Howard/Tipton Counties	Wolf, Sr., Steven	1508 N. Washington	Kokomo	46901	(765) 459-3473
IN	Lafayette	Thomas, Gregory A.	2750 N. 9th St., Ste D	Lafayette	47904	(765) 420-0077
IN	La Porte County	Mitchell, Sean	3201 S. Ohio Street	Michigan City	46360	(219) 879-1883
IN	W. St. Joseph County	Swizek, Thomas	55667 Currant Rd., Ste. C	Mishawaka	46545	(574) 233-8377
IN	South Bend, NE	Swizek, Thomas	55667 Currant Road	Mishawaka	46545	(574) 259-8348
IN	South Elkhart County	Swizek, Thomas	55667 Current Road Suite C	Mishawaka	46545	(574) 533-2500
IN	Harrison, Perry, Crawford, Orange, Washington, Sco	Wilson, Jason E.	825 Progress Blvd	New Albany	47150	(812) 952-3444
IN	Clark County	Wilson, Jason E.	825 Progress Blvd	New Albany	47150	(812) 949-2201
IN	Floyd County	Wilson, Jason E.	825 Progress Blvd	New Albany	47150	(812) 949-2201

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IN	Henry and Randolph Counties	Mantor, Jonathan D.	1819 North 16th Street	New Castle	47362	(765) 575-8654
IN	Warrick, Spencer and Dubois Counties	Roberts, Anthony Paul	5004 S Plaza Drive	Newburgh	47630	(812) 706-2100
IN	Hamilton County	Johnson, Andrew	15231 Herriman Blvd.	Noblesville	46060	(317) 773-0422
IN	Indianapolis North	Johnson, Andrew	15231 Herriman Blvd	Noblesville	46060	(317) 846-5282
IN	Anderson	Johnson, Andrew	15231 Herriman Blvd	Noblesville	46060	(765) 643-6265
IN	Hendricks County	Dussault, Steven R.	325 N. Vine Street	Plainfield	46168-1025	(317) 838-0100
IN	Steuben, DeKalb and LaGrange Counties	Adkins, David A.	2762 S. 295 W.	Pleasant Lake	46779	(260) 665-7998
IN	Marshall, Starke, Pulaski	Goranson, Roger D.	514 A. Beerenbrook St.	Plymouth	46563	(574) 936-5849
IN	Benton, Jasper, Newton	Burton, Carley J.	9582 N. Industrial Drive	Saint John	46373	(219) 779-7577
IN	Vigo County	Overton, Chad	9430 East US Hwy 40	Terre Haute	47803	(812) 242-9611
IN	Clay, Parke, Sullivan, Vermillion Counties	Overton, Chad	850 North Fruitridge Ave.	Terre Haute	47803	(812) 446-8155
IN	Porter County	Mitchell, Sean	1608 Firestone Ln.	Valparaiso	46383	(219) 476-1883
IN	Madison, Lawrenceburg and Versailles	Steinhardt, Jr., Norbert Anthony	100 Quality Lane	Versailles	47042	(812) 574-5744
IN	Vincennes	Drewes, Daniel J.	712 Upper 11th St.	Vincennes	47591	(812) 895-0581
IN	Kosciusko and Noble Counties	Atkins, Philip D.	3624 N. State Road 15	Warsaw	46582	(574) 306-4134
KS	Lawrence/Ottawa	O'Neill, Robert	114 E. 20th Street	Eudora	66025	(785) 690-7373
KS	East Topeka	O'Neill, Robert	114 E. 20th Street	Eudora	66025	(785) 220-7147
KS	Leavenworth	Marchese, Matthew Michael	629 Delaware Street	Leavenworth	66048	(913) 772-1818
KS	Kansas City Central	Marchese, Matthew Michael	629 Delaware Street	Leavenworth	66048	(913) 727-0518
KS	Olathe/Lenexa	Bates, Cory	15365 S. Keeler Street	Olathe	66062	(913) 782-4693
KS	Blue Valley	Bates, Cory	15365 S. Keeler Street	Olathe	66062	(913) 825-2000
KS	Greater Shawnee/Merriam	Bates, Cory	15365 S. Keeler Street	Olathe	66062	(913) 888-8895
KS	Leawood/Overland Park	Kimbley, Chad E.	9202 Barton Street	Overland Park	66214	(913) 381-6550
KS	Pittsburg, Fort Scott	Cook, Greg	302 S Broadway Street Ste B	Pittsburg	66762	(620) 419-6469
KS	West Topeka	Marchese, Matthew Michael	929 SW University Blvd Suite B1	Topeka	66209	(785) 862-0550

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
KS	Manhattan, Junction City	Marchese, Matthew Michael	929 SW University Blvd Suite B1	Topeka	66209	(785) 307-5213
KS	Northeast Wichita	Butler, Patrick M.	3225 South Oliver	Wichita	67210	(316) 684-6700
KS	Northwest Wichita	Young, Charles	8918 W. 21st N., Ste 200, PMB 257	Wichita	67205	(316) 722-1187
KS	Southwest Wichita	Butler, Patrick M.	P.O. Box 12216	Wichita	67277	(316) 260-9011
KY	Warren County	Moody, William J.	1999 River Street	Bowling Green	42101	(270) 796-8080
KY	Hardin/Larue Counties	Cox, W. DeWayne	6869 N. Dixie Hwy	Elizabethtown	42701	(270) 360-0448
KY	Marion, Adair	Cox, W. DeWayne	6869 N. Dixie Hwy	Elizabethtown	42701	(270) 402-8170
KY	Allen, Barren, Hart, Green and Taylor Counties	Cox, W. DeWayne	6869 N. Dixie Hwy	Elizabethtown	42701	(270) 659-0067
KY	Boyd, Carter, Greenup	Rowe, Jerry	708 Argillite Road	Flatwoods	41139	(606) 836-8000
KY	Anderson, Franklin and Scott Counties	Phillips, Jason	P.O. Box 1422	Georgetown	40324	(502) 226-4441
KY	Henderson, Webster, Union, McLean and Crittenden Coun	Roberts, Anthony Paul	3046 Ohio Drive	Henderson	42420	(270) 894-4100
KY	Christian, Todd, Logan and Simpson Counties	Moody, William J.	410 E 11th Street	Hopkinsville	42240	(270) 885-8811
KY	North Lexington	Phillips, Jason	P.O. Box 23517	Lexington	40523	(859) 225-3193
KY	South Lexington	Phillips, Jason	P.O. Box 23517	Lexington	40523	(859) 299-1577
KY	Versailles, Nicholasville and Danville	Phillips, Jason	P.O. Box 23517	Lexington	40523	(859) 887-1123
KY	Bourbon, Clark, Harrison	Phillips, Jason	P.O. Box 23517	Lexington	40523	(859) 759-0034
KY	Oldham/Shelby County	Phillips, Jason	P.O. Box 23517	Lexington	40523	(502) 241-6861
KY	Boone County	Phillips, Jason	731 Red Mile Road	Lexington	40504	(859) 746-3400
KY	Kenton County	Phillips, Jason	731 Red mile Road	Lexington	40504	(859) 261-2400
KY	Morehead	Phillips, Jason	731 Red Mile Road	Lexington	40504	(606) 462-3212
KY	Pulaski	Roberts, Anthony Paul	P.O. Box 2193	London	40743	(606) 877-2160
KY	Southwest Jefferson County	Wilson, Jason E.	334 Production Court	Louisville	40299	(502) 933-6005
KY	Northeast Jefferson County	Wilson, Jason E.	334 Production Court	Louisville	40299	(502) 244-7985
KY	East Louisville	Wilson, Jason E.	334 Production Court	Louisville	40299	(502) 244-7985
KY	SE Jefferson County	Wilson, Jason E.	334 Production Court	Louisville	40299	(502) 491-8666
KY	South Louisville	Wilson, Jason E.	334 Production Court	Louisville	40299	(502) 452-1298

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
KY	Northwest Louisville	Wilson, Jason E.	334 Production Court	Louisville	40299	(502) 916-2703
KY	Bullitt	Schitter, Ross	10758 Highway 44E	Mt. Washington	40047	(502) 904-0710
KY	LBL North	Gallimore, Stephen D.	207 South 7th Street	Murray	42071	(270) 753-1160
KY	Daviess County	Cox, W. DeWayne	3290B Warehouse Road	Owensboro	42301	(270) 683-1888
KY	Butler, Hopkins, Ohio, Muhlenberg	Cox, W. DeWayne	3290B Warehouse Rd.	Owensboro	42301	(270) 875-4883
KY	Paducah	Durham, Steve	1128 Broadway	Paducah	42001	(270) 443-4555
KY	Pike, Floyd	Ratliff, Nathan D.	810 S. Lake Drive	Prestonsburg	41653	(606) 886-3826
KY	Madison, Rockcastle, Garrard and Lincoln Counties	Roberts, Anthony Paul	255 N Keeneland Drive	Richmond	40475	(859) 623-0000
KY	Downtown Louisville	Phillips, Jason	612 Gordon Lane	Shelbyville	40065	(502) 326-0161
KY	Breckinridge, Grayson, Meade	Matney, Michael	4135 S Highway 259	Westview	40178	(270) 580-2200
KY	Campbell County	Phillips, Jason	99 Banklick Road	Wilder	41076	(859) 572-4920
LA	Alexandria	Berlin, Brian C.	200 McKeithen Drive	Alexandria	71303	(318) 427-7511
LA	East Baton Rouge	Burychka, Darren	11923 Cloverland Avenue	Baton Rouge	70809	(225) 753-3434
LA	Ascension Parish	Burychka, Darren	11923 Cloverland Avenue	Baton Rouge	70809	(225) 663-8877
LA	Downtown Baton Rouge/Team Burychka	Burychka, Darren	11923 Cloverland Avenue	Baton Rouge	70809	(225) 256-7677
LA	Downtown New Orleans/Team MNB	Betz, Jeffrey L.	9454 S. Choctaw Drive	Baton Rouge	70815	(504) 324-1100
LA	Downtown Baton Rouge/Team MNB	Betz, Jeffrey L.	9454 S. Choctaw Drive	Baton Rouge	70815	(225) 341-1600
LA	South Livingston Parish	Reed, Michael J.	947 Florida Ave SW	Denham Springs	70726	(225) 667-2220
LA	Atchafalaya	Reed, Michael J.	947 Florida Ave SW	Denham Springs	70726	(337) 345-8840
LA	Houma	Reed, Michael J.	947 Florida Avenue SW	Denham Springs	70726	(985) 507-7266
LA	LaPlace	Reed, Michael J.	947 Florida Avenue SW	Denham Springs	70726	(985) 351-0143
LA	DeRidder, Leesville	Culton, Mark S.	2819 Highway 171	DeRidder	70634	(337) 462-6500
LA	Central East Baton Rouge Parish	Betz, Jeffrey L.	P.O. Box 38	Greenwell Springs	70739	(225) 275-7445
LA	South Baton Rouge	Betz, Jeffrey L.	P.O. Box 38	Greenwell Springs	70739	(225) 761-9500

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
LA	Hammond	Rogers, Larry	12448 Hwy 190 W.	Hammond	70401	(985) 542-7388
LA	The New Orleans Westbank	Scott, Joe	3741 Spencer St	Harvey	70058	(504) 348-7526
LA	Metairie	Metteauer, Jim A.	109 E 3rd Street	Kenner	70062	(504) 496-0193
LA	North Kenner, Harahan	Metteauer, Jim A.	109 E 3rd Street	Kenner	70062	(504) 468-3046
LA	New Orleans Uptown	Metteauer, Jim A.	109 E 3rd Street	Kenner	70062	(504) 468-3047
LA	New Orleans Marigny	Metteauer, Jim A.	109 E 3rd Street	Kenner	70062	(504) 315-3232
LA	Lafayette	Betz, Jeffrey L.	307 Mecca Street	Lafayette	70508	(337) 269-6332
LA	Broussard/Youngsville	Betz, Jeffrey L.	307 Mecca Street	Lafayette	70508	(337) 279-4800
LA	Lake Charles	Drouilhet, John Patrick	3325 Center Street	Lake Charles	70601	(337) 478-1133
LA	Greater Covington and Mandeville	Andrus, Stuart	68424 James Street	Mandeville	70471	(985) 871-5375
LA	Monroe/West Monroe	Legg, Donald	825 Stone Avenue	Monroe	71201	(318) 345-5121
LA	Downtown New Orleans/Team MLR	Metteauer, Jim A.	1215 Prytania Street Suite 201	New Orleans	70130	(504) 287-4952
LA	South Shreveport	Legg, Donald	8815 St. Vincent	Shreveport	71106	(318) 865-4655
LA	Bossier	Legg, Donald	8815 St. Vincent	Shreveport	71106	(318) 390-3108
LA	Slidell	Scott, Joe	38121 Coast Blvd	Slidell	70458	(985) 649-1516
MA	South Springfield/Agawam	Press, Ilya I.	P.O. Box 549	Agawam	01001	(413) 372-4115
MA	Westfield, Southwick	Press, Ilya I.	71A Ramah Circle South	Agawam	01001	(413) 305-1160
MA	The Andovers	White, Gregg	P.O. Box 3172	Andover	01810	(978) 475-1199
MA	The Attleboros	McKendall, Donald	679 Washington Street Suite 8 #216	Attleboro	02703	(508) 223-0505
MA	Hampshire County	Fall, Kevin	50 Depot Street	Belchertown	01007	(413) 324-1300
MA	Beverly/Cape Ann	LaGrassa, Vincent	140 Elliott Street	Beverly	01915	(978) 927-8665
MA	Boston Downtown/Back Bay/South Boston	Tutsch, Jr., Joseph	P.O. Box 230821	Boston	02123	(617) 227-2200
MA	Dorchester	Tutsch, Jr., Joseph	P.O. Box 230821	Boston	02123	(617) 588-0650
MA	Allston, Brighton	Brandao, Helder	26 Lincoln Street Suite 3	Brighton	02135	(617) 903-5055
MA	Stoughton, Brockton	Luzzi, Dion M.	244 Liberty Street	Brockton	02301	(508) 690-4690
MA	Jamaica Plain/Roxbury	Brandao, Helder	A 202 Washington Street Suite 338	Brookline	02446	(617) 466-6909
MA	Cambridge/Belmont	Brandao, Helder	67 Smith Place	Cambridge	02138	(617) 864-7378

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MA	Fall River	Glassman, Douglas	292 North Main Street	Fall River	02720	(508) 676-9100
MA	Framingham	Kurzontkowski, David	P.O. Box 3175	Framingham	01705	(508) 370-4400
MA	Newton/Wellesley	Kurzontkowski, David	P.O. Box 3175	Framingham	01705	(617) 332-9000
MA	Haverhill/Newburyport	Lavigne, Patrick	P.O. Box 1723	Haverhill	01831-2423	(978) 374-8555
MA	Danvers/Ipswich	Lavigne, Patrick	P.O. Box 1723	Haverhill	01831	(978) 777-3498
MA	Stoneham/Wakefield	Lavigne, Patrick	P.O. Box 1723	Haverhill	01831-2423	(781) 245-0011
MA	Milton/Braintree	Sheehan, Christopher C	260 Centre Street, Unit B	Holbrook	02343	(781) 980-7060
MA	Foxborough	Kurzontkowski, David	90 Elm Street	Hopkinton	01748	(508) 533-5305
MA	Natick, Milford	Kurzontkowski, David	90 Elm Street	Hopkinton	01748	(774) 290-4300
MA	Hyde Park/Roslindale	Brandao, Helder	180 Reservation Road	Hyde Park	02136	(857) 399-9797
MA	Lawrence	White, Gregg	P.O. Box 328	Lawrence	01842	(978) 688-2242
MA	Fitchburg-Leominster	McCarthy, Michael	212 Willard Street	Leominster	01453	(978) 537-1500
MA	Marlboro/Concord	Lee, Kevin	438 King Street Unit 1B	Littleton	01460	(978) 369-8003
MA	Lowell	Taylor (Couturier) , Steven	148 B Tanner Street	Lowell	01852	(978) 454-7577
MA	Marshfield/Rockland	Coassin, Jr., Lawrence	41 Rockwood Road	Marshfield	02050	(781) 834-7707
MA	Marion/Middleborough	Glassman, Douglas	208 Wareham Street #141	Middleborough	02346	(508) 946-2397
MA	Dartmouth/New Bedford	Glassman, Douglas	1476 Purchase Street	New Bedford	02740	(508) 999-2380
MA	Plymouth/Wareham	La Brie, Colin D.	198 South Meadow Road	Plymouth	02360	(508) 746-9500
MA	Bridgewater, Sharon	La Brie, Colin D.	198 South Meadow Road	Plymouth	02360	(508) 697-5439
MA	East Boston, Chelsea	Luzzi, Dion M.	349 Broadway Suite 105	Revere	02151	(617) 567-3777
MA	Upper Cape Cod and The Islands	Russell, William J.	108 State Road, Unit 4	Sagamore Beach	02562	(508) 888-5985
MA	Salem/Peabody/Marblehead	Fox, Jonathan Ray	5 Greenledge Street	Salem	01970	(978) 744-4545
MA	Lynn/Lynnfield	Fox, Jonathan Ray	303R Highland Avenue	Salem	01970	(781) 593-6663
MA	Medford/Everett	Fox, Jonathan Ray	5 Greenledge Street	Salem	01970	(781) 395-4444
MA	Malden/Melrose	Fox, Jonathan Ray	5 Greenledge Street	Salem	01970	(781) 665-6396
MA	Saugus, West Lynn	Fox, Jonathan Ray	99 Walnut St F	Saugus	01906	(978) 744-0409

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MA	Mid-Outer Cape Cod	Jones, Michael A.	17 Atlantic Avenue #2	South Dennis	02660	(508) 778-7378
MA	Shrewsbury/Westborough	McKendall, IV, F. Donald	11 Turnpike Road Suite 7	Southborough	01772	(508) 393-7898
MA	Taunton/Mansfield	Tutsch, Jr., Joseph	490 Winthrop Street	Taunton	02780	(508) 824-0200
MA	Seekonk, Dighton	Tutsch, Jr., Joseph	490 Winthrop Street	Taunton	02780	(774) 901-2221
MA	Billerica/Tewksbury	Coates, Kevin R.	107 Lunenburg Road	Townsend	01474	(978) 663-9833
MA	Lexington-Bedford	Taylor (Couturier) , Steven	50 Sun St, Ste 1	Waltham	02453	(781) 861-0500
MA	Waltham/Weston/Watertown/Wayland	Taylor (Couturier) , Steven	50 Sun St, Ste 1	Waltham	02453	(781) 647-9100
MA	Arlington, Somerville, Charlestown	Taylor (Couturier) , Steven	50 Sun Street, Suite 1	Waltham	02453	(617) 629-5331
MA	Chelmsford/Westford	Coates, Kevin R.	107 Lunenburg Road	West Townsend	01474	(978) 256-4225
MA	Norwood/West Roxbury	Kurzontkowski, David	257 Washington Street	Westwood	02090	(781) 769-9125
MA	Quincy	Yeomans, Michael L.	86 Finnell Drive Unit #2	Weymouth	02188	(617) 770-1596
MA	Weymouth	Yeomans, Michael L.	86 Finnell Drive Unit #2	Weymouth	02188	(781) 337-0344
MA	Southern Worcester County	McKendall, Donald	1225 Providence Road PMB 137	Whitinsville	01588	(508) 234-3399
MA	Burlington/Woburn	Tutsch, Jr., Joseph	815 A Woburn Street	Wilmington	01887	(781) 935-8222
MA	South Worcester	McKendall, IV, F. Donald	10 Pullman Street	Worcester	01606	(508) 757-7885
MA	North Worcester	McKendall, IV, F. Donald	10 Pullman Street	Worcester	01606	(508) 797-5488
MD	Allegany	Sferro, Richard	29000 Garrett Highway	Accident	21520	(301) 746-6037
MD	Marlton/Morningside	Warnecki, William Thomas	113 Clermont Avenue	Alexandria	22304	(301) 856-5402
MD	Annapolis/Severna Park	Whittles, Diane	1446 Ritchie Hwy.	Arnold	21012	(410) 647-8181
MD	Pasadena/Gibson Island/Lake Shore	Whittles, Diane	1446 Ritchie Hwy	Arnold	21012	(410) 255-1110
MD	Catonsville	Brenner, Michael	4030-C Benson Avenue	Baltimore	21227	(410) 242-7370
MD	Reisterstown	Brenner, Michael	4030-C Benson Avenue	Baltimore	21227	(410) 242-7371
MD	Bowie	Bilik, Adam	P.O. Box 33	Bowie	20719-0033	(301) 459-0444

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MD	Hunt Valley/Lutherville	Wall, Jr., James R.	P.O. Box 156	Cockeysville	21030	(410) 229-0012
MD	East Harford County	Wall, Jr., James R.	P.O. Box 156	Cockeysville	21030	(410) 679-6260
MD	Bel Air	Wall, Jr., James R.	P.O. Box 156	Cockeysville	21030	(410) 420-4022
MD	Edgewater/Deale-Churchton/Lothian	Whittles, Diane	163 Mitchells Chance Road, #107	Edgewater	21037	(410) 867-3590
MD	Howard County	Holland, Charles Jeffery	6671 Santa Barbara Road	Elkridge	21075	(410) 465-7333
MD	Baltimore's Inner Harbor	Holland, Charles Jeffery	6671 Santa Barbara Road Suite R	Elkridge	21075	(410) 637-3433
MD	Cecil County	Hughes, Michael	202 E Pulaski Hwy	Elkton	21921	(410) 620-3322
MD	Frederick County	Hall, William John	4660 New Design Road Suite i	Frederick	21703	(301) 662-1747
MD	Gaithersburg/Germantown	Hall, William John	7901 Queenair Drive, #104	Gaithersburg	20879	(301) 963-8474
MD	Washington County	Holland, Charles Jeffery	16527 National Pike	Hagerstown	21740	(301) 797-0677
MD	Glen Burnie	Whittles, Diane	7468 Candlewood Road Suite F	Hanover	21076	(410) 766-1110
MD	The Lower Shore	Sartorio, David R.	P.O. Box 500	Hebron	21830	(410) 749-2221
MD	Mid-Upper Shore	Sartorio, David R.	P.O. Box 500	Hebron	21830	(410) 758-8770
MD	Talbot/Dorchester	Sartorio, David R.	P.O. Box 500	Hebron	21830	(410) 822-6442
MD	Poolesville/Clarksburg/Damascus	Dickinson, Max	10528 Saint Paul Street	Kensington	20895	(301) 482-0818
MD	Wheaton/Kensington	Dickinson, Max	10528 Saint Paul Street	Kensington	20895	(301) 933-2425
MD	Perry Hall/White Marsh	Rappazzo, John	P.O. Box 235	Kingsville	21087	(410) 529-1664
MD	Landover	Olson, Erik S.	P.O. Box 1446	Landover	20785	(301) 982-0020
MD	Potomac	Olson, Erik S.	10000 Business Pkwy	Lanham	20706	(301) 972-3500
MD	College Park, Hyattsville	Olson, Erik S.	10000 Business Pkwy	Lanham	20706	(301) 779-3662
MD	Chevy Chase, Silver Spring	Olson, Erik S.	10000 Business Pkwy	Lanham	20706	(301) 588-2240
MD	Bethesda	Olson, Erik S.	10000 Business Pkwy	Lanham	20706	(301) 530-7400
MD	District Heights	Olson, Erik S.	10000 Business Pkwy	Lanham	20706	(301) 577-1166
MD	St. Mary's County	Whittles, Vincent	22690 Three Notch Road	Lexington Park	20653	(301) 862-9500
MD	Calvert County	Whittles, Vincent	22690 Three Notch Road	Lexington Park	20653	(410) 535-4733
MD	North Bethesda/Aspen Hill/Rossmoor	Zamora, Christian A.	5000 Boiling Brook Parkway	North Bethesda	20852	(301) 255-0019



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MD	Silver Spring North	Gutierrez, Jorge	850 E. Gude Drive Suite H	Rockville	20850	(301) 593-5444
MD	Rockville-Olney	Gutierrez, Jorge	P.O. Box 1772	Rockville	20849-1772	(301) 340-1313
MD	Laurel	Gutierrez, Jorge	850 E. Gude Drive Suite H	Rockville	20850	(301) 323-8862
MD	Greenbelt NE Beltsville E	Gutierrez, Jorge	850 E. Gude Drive Suite H	Rockville	20850	(301) 615-4884
MD	Sparrows Point/Essex/Chase	Rappazzo, John	9008 Yellow Brick Road, Suite F	Rosedale	21237	(443) 231-6372
MD	Crofton/Odenton/Severn	Shuey, James	8176 Telegraph Rd, Ste C-D	Severn	21144	(410) 721-9181
MD	Towson East	Wall, Jr., James R.	15 Loveton Circle	Sparks	21152	(443) 539-8700
MD	Queen Anne's, Kent	Hooper, Timothy J.	1625 Sonny Schulz Blvd Suite E	Stevensville	21666	(443) 737-8776
MD	Carroll County	Holland, Charles Jeffery	60 Aileron Court Unit#2	Westminster	21157	(410) 857-5332
MD	Charles County	Stroup, Jonathan	4441 Southern Business Park Dr	White Plains	20695	(301) 753-8313
MD	Oxon Hill	Stroup, Jonathan	4441 Southern Business Park Dr	White Plains	20695	(301) 292-4447
ME	Lewiston-Auburn	Cox, Shawn	546 Poland Road	Auburn	04210	(207) 783-2500
ME	Oxford/South Paris	Cox, Shawn	546 Poland Road	Auburn	04210	(207) 539-2501
ME	Augusta/Waterville	Wolverton, Anthony	7 Townsend Road	Augusta	04330	(207) 622-7166
ME	Belfast/Camden/Rockland	Cox, Shawn	134 Waldo Avenue	Belfast	04915	(207) 338-1850
ME	Farmington, Skowhegan	Wolverton, Anthony	196 Main Street	Farmington	04938	(207) 778-8684
ME	Portland	Lamey, Jared	9 Hutcherson Drive	Gorham	04038	(207) 772-5032
ME	South Portland	Lamey, Jared	9 Hutcherson Drive	Gorham	04038	(207) 854-4004
ME	Biddeford-Saco	Lamey, Jared	9 Hutcherson Drive	Gorham	04038	(207) 283-4428
ME	The Sebago Lake Region	Lamey, Jared	9 Hutcherson Drive	Gorham	04038	(207) 787-5343
ME	Bangor/Ellsworth	Cox, Shawn	34 Dave's Way	Hermon	04401	(207) 947-0400
ME	Bar Harbor	Cox, Shawn	34 Dave's Way	Hermon	04401	(207) 288-8000
ME	Southern York County	Giunco, John	236 River Street	Springvale	04083	(207) 324-4400
ME	Bath/Brunswick	Cox, Shawn	P.O. Box 40	Topsham	04086	(207) 721-8500
MI	Allegan/Barry County	Mulder, Randall	607 N. Eastern Avenue	Allegan	49010	(269) 686-0664
MI	Van Buren County	Mulder, Randall	607 N. Eastern Avenue	Allegan	49010	(269) 639-0464

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MI	Alpena	Martin, Floyd W.	3400 US Hwy 23 South	Alpena	49707	(989) 354-4940
MI	Bay City	Miller, Randy	5215 S Mackinaw Road	Bay City	48706	(989) 893-8340
MI	Midland/Gladwin Counties	Miller, Randy	5215 S Mackinaw Road	Bay City	48706	(989) 835-5015
MI	Canton	Spensley, John	43454 N. I-94 Service Dr	Belleville	48111	(734) 697-3320
MI	Washtenaw County	Spensley, John	43454 North I-94 Service Drive	Belleville	48111	(734) 222-9402
MI	Birmingham, Bloomfield Hills	Miller, Randy	280 N. Old Woodward Avenue Suite 100	Birmingham	48009	(248) 439-1160
MI	Troy	Miller, Randy	280 N. Old Woodward Avenue Suite 100	Birmingham	48009	(248) 209-1023
MI	Brighton/Howell	Spensley, Robert	2094 Pless Drive	Brighton	48114	(810) 220-3711
MI	Highland, White Lake, Commerce North	Spensley, Robert	2094 Pless Drive	Brighton	48114	(248) 698-7899
MI	Novi/Commerce South	Spensley, Robert	2094 Pless Drive	Brighton	48114	(248) 344-0044
MI	Bloomfield	Spensley, Robert	2094 Pless Drive	Brighton	48114	(248) 855-8167
MI	Eaton County	Ingersoll, Joshua A.	451 Packard Highway	Charlotte	48813	(517) 541-1170
MI	Clinton	Ingersoll, Joshua A.	451 Packard Highway	Charlotte	48813	(989) 224-8740
MI	Lansing	Ingersoll, Joshua A.	451 Packard Highway	Charlotte	48813	(517) 699-4451
MI	Branch and South Calhoun Counties	Popp, Aaron	P.O. Box 513	Coldwater	49036	(517) 278-5261
MI	NE Grand Rapids	Griffioen, Brent	5253 West River Ct NE	Comstock Park	49321	(616) 647-4300
MI	Big Rapids/Fremont	Griffioen, Brent	5253 West River Ct NE	Comstock Park	49321	(231) 796-2342
MI	Ionia	Griffioen, Brent	5253 West River Ct NE	Comstock Park	49321	(616) 527-5470
MI	Dearborn	Winfrey, Anthony	23875 Michigan Avenue #506	Dearborn	48124	(313) 359-4357
MI	New Center/Highland Park	Miller, Randy	2937 E Grand Blvd Suite 311	Detroit	48202	(313) 379-6768
MI	Downtown Detroit/Team Miller	Miller, Randy	2937 E Grand Blvd, Suite 311	Detroit	48202	(313) 234-4744
MI	Farmington	Kosowski, Christopher A.	31168 W. 8 Mile Road	Farmington Hills	48336	(248) 427-1500
MI	Oak Park/Ferndale	Fanelli, Paul	825 Orchard Street	Ferndale	48220	(248) 246-0790
MI	West Clinton Township	Fanelli, Paul	825 Orchard Street	Ferndale	48220	(586) 307-5400
MI	Northwest Genesee County	Ingersoll, Joshua A.	4250 Lennon Road	Flint	48507	(810) 732-3298
MI	Fenton	Ingersoll, Joshua A.	4250 Lennon	Flint	48507	(810) 714-6600

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MI	Gaylord	Bailey, Douglas	P.O. Box 1821	Gaylord	49734	(989) 705-2400
MI	Bellaire, Kalkaska, Lake City	Bailey, Douglas	651 Expressway Court	Gaylord	49735	(231) 564-4014
MI	Grosse Pointe	Hyska, Mentor	18524 Mack Avenue	Grosse Pointe Farms	48236	(313) 882-5499
MI	The Upper Peninsula	Bonetti, Neil J.	P.O. Box 432	Ishpeming	49849	(906) 204-2450
MI	Southwest Grand Rapids	Oosterheert, Randal J.	2051 Pine Ridge Dr.	Jenison	49428	(616) 662-9700
MI	Southeast Grand Rapids	Oosterheert, Randal J.	2051 Pine Ridge Dr.	Jenison	49428	(616) 977-9800
MI	Northwest Grand Rapids	Oosterheert, Randal J.	2051 Pine Ridge Dr.	Jenison	49428	(616) 791-8880
MI	East Kalamazoo	Blodgett, Anthony	1121 Miller Road #2691	Kalamazoo	49003	(269) 342-2366
MI	Port Huron	Ingersoll, Joshua A.	5430 Lapeer Road	Kimball	48074	(810) 966-7900
MI	East Lansing/Haslett	Beech, Jr., Bert Allen	515 Filley Street	Lansing	48906	(517) 999-0789
MI	Jackson, SE Ingham County	Beech, Jr., Bert Allen	515 Filley Street	Lansing	48906	(517) 782-8533
MI	Lapeer	Chesser, Eric D.	507 McCormick Drive	Lapeer	48446	(810) 664-1000
MI	Grand Blanc	Chesser, Eric D.	507 McCormick Drive	Lapeer	48446	(810) 694-6505
MI	Livonia	Schriedel, Brian S.	11928 Farmington Road	Livonia	48150	(734) 744-8104
MI	Marine City/Romeo	MacEwan, John E.	8310 River Road	Marine City	48039	(586) 336-7373
MI	Carleton/Maybee	Kincaid, Jesse	P.O. Box 33	Maybee	48159	(734) 299-7006
MI	Mount Pleasant, Clare	Sawhill, Patrick	4245 S. Lincoln Road	Mt. Pleasant	48858	(989) 775-5065
MI	Muskegon	Mulder, Randall	4075 Airline Rd, Suite A	Muskegon	49444	(231) 733-7601
MI	Holland/West Ottawa County	Mulder, Randall	4075 Airline Rd, Suite A	Muskegon	49444	(616) 396-8180
MI	Shiawassee/West Saginaw Counties	Miller, Randy	1111 E. Main Street	Owosso	48867	(989) 494-5575
MI	West Kalamazoo	Popp, Aaron	Post Office Box 277	Portage	49081	(269) 342-2911
MI	Rochester	Kososki, Christopher A.	2632 S. Rochester Rd	Rochester Hills	48307	(248) 608-2667
MI	St. Clair Shores	Dishman, Joshua A.	15715 Martin Road	Roseville	48066	(586) 741-5050
MI	Mount Clemens, New Baltimore	Dishman, Joshua A.	15715 Martin Road	Roseville	48066	(586) 598-5050
MI	Northeast Macomb Township	Dishman, Joshua A.	15715 Martin Road	Roseville	48066	(586) 930-5659
MI	Saginaw	Miller, Randy	470 N. Adams St.	Saginaw	48604	(989) 752-8644
MI	Manistee, Ludington and Cadillac	Hasenbank, Bruce	1644 W US 10	Scottville	49454	(231) 723-4872

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
MI	North Calhoun County, Northwest Jackson County	Sommerfeld, Lance	223 N 30th Street	Springfield	49037	(269) 963-3033
MI	Berrien County	Rosenhagen, Joseph	P.O. Box 151	St. Joseph	49085	(269) 925-6841
MI	West Sterling Heights	Miller, Randy	6993 19 Mile Road	Sterling Heights	48314	(586) 480-2400
MI	Southfield	Miller, Randy	6993 19 Mile Road	Sterling Heights	48314	(248) 559-9577
MI	Greater Pontiac/Auburn Hills	Miller, Randy	6993 19 Mile Road	Sterling Heights	48314	(248) 377-2220
MI	Fraser	Miller, Randy	6993 19 Mile Road	Sterling Heights	48314	(586) 296-3331
MI	Romulus/Taylor	Miller, Randy	6750 Monroe Blvd	Taylor	48180	(734) 992-3138
MI	Downriver	Miller, Randy	6750 Monroe Blvd	Taylor	48180	(734) 285-3880
MI	Westland/West Garden City	Miller, Randy	6750 Monroe Blvd	Taylor	48180	(734) 721-5699
MI	Cass	Blodgett, Anthony	P.O. Box 371	Three Rivers	49093	(269) 273-8777
MI	Grand Traverse Area	Kinsey, Keith	920 W. Commerce Drive	Traverse City	49685	(231) 943-9750
MN	Austin	Short, Jeffrey M.	212 W Front Street	Albert Lea	56007	(507) 396-6644
MN	Douglas	Rossum, Trevor R.	2010 42nd Avenue W, Suite 200	Alexandria	56308	(320) 219-6505
MN	Blaine South and Hugo	Reichle, John K.	1521 93rd Lane NE Suite 100	Blaine	55449	(763) 400-3124
MN	Bloomington/Richfield	Rossum, Trevor R.	7901 Xerxes Avenue South, Suite 301	Bloomington	55431	(952) 854-2000
MN	Chaska/Chanhassen	Clemente, Scott	3790 Lone Cedar Circle	Chaska	55318	(952) 314-1994
MN	Coon Rapids/Central Anoka County	Clemente, Scott	160 Northdale Blvd NW	Coon Rapids	55448	(763) 712-9712
MN	The Twin Ports	Buck, Kevin D.	4201 W. 1st St.	Duluth	55807	(218) 727-2575
MN	Eagan/Apple Valley	Rossum, Trevor R.	2985 Lone Oak Circle	Eagan	55121	(651) 330-7271
MN	Inver Grove Heights, West St. Paul	Rossum, Trevor R.	2985 Lone Oak Circle	Eagan	55121	(651) 364-5300
MN	Downtown St. Paul/Team Rossum	Rossum, Trevor R.	2985 Lone Oak Circle	Eagan	55121	(651) 691-7378
MN	Edina/Eden Prairie	Nitzsche, Grant	6350 Carlson Drive	Eden Prairie	55346	(952) 563-1532
MN	Plymouth/Long Lake/Medina	Nitzsche, Grant	6350 Carlson Drive	Eden Prairie	55346	(763) 557-7323
MN	Elk River, Becker and Big Lake	Reichle, John K.	657 Main Street NW Suite 212	Elk River	55330	(612) 444-3336

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
MN	Moorhead	Rossum, Trevor R.	25 17th Street S	Fargo	58103	(218) 236-7447
MN	Anoka and Forest Lake	Reichle, John K.	1068 Lake Street SE Suite 111	Forest Lake	55025	(651) 212-2333
MN	Bemidji, Grand Rapids	Pehrson, Gene A.	717 NE 4th St	Grand Rapids	55744	(218) 999-9799
MN	Aitkin, Carlton	Pehrson, Gene A.	717 NE 4th Street	Grand Rapids	55744	(218) 879-6141
MN	Stillwater, Oakdale, Mahtomedi	Lick, Christopher J.	3450 Yoerg Drive	Hudson	54016	(651) 705-7028
MN	Burnsville/Lakeville	Benfante, Samuel J.	P.O. Box 1213	Lakeville	55044	(952) 846-4400
MN	Rosemount, Northfield, Hastings	Benfante, Samuel J.	20765 Holyoke Avenue	Lakeville	55044	(651) 212-5135
MN	Mankato/Owatonna	Green, Kenneth L.	1150 N River Dr	Mankato	56001	(507) 200-3700
MN	Minnetonka	Clemente, Scott	6031 Culligan Way	Minnetonka	55345	(952) 473-4837
MN	Minneapolis South Central	Clemente, Scott	6031 Culligan Way	Minnetonka	55345	(952) 426-4847
MN	St. Louis Park, Golden Valley	Clemente, Scott	6031 Culligan Way	Minnetonka	55345	(651) 447-2138
MN	Downtown Minneapolis/Team Clemente	Clemente, Scott	6031 Culligan Way	Minnetonka	55345	(612) 500-4290
MN	Downtown St. Paul/Team Clemente	Clemente, Scott	6031 Culligan Way	Minnetonka	55345	(651) 800-9177
MN	Wright County	Hickman, Shaun D.	208 Dundas Rd	Monticello	55362	(763) 295-1161
MN	Brooklyn Park, Champlin	Hickman, Shaun D.	208 Dundas Road	Monticello	55362	(763) 486-5512
MN	Maple Grove/Corcoran	Hickman, Shaun D.	208 Dundas Road	Monticello	55632	(763) 498-6500
MN	Minneapolis Northwest	Hickman, Shaun D.	208 Dundas Road	Monticello	55362	(612) 759-4224
MN	Brooklyn Center, Columbia Heights	Hickman, Shaun D.	208 Dundas Road	Monticello	55362	(763) 568-0192
MN	Downtown Minneapolis/Team Hickman	Hickman, Shaun D.	208 Dundas Road	Monticello	55367	(612) 346-0734
MN	Brainerd and Park Rapids	Hedberg, Samuel J.	309 Barclay Avenue	Pine River	56474	(218) 568-6923
MN	Rochester	Meier, Paul J.	7200 Highway 14 East	Rochester	55904	(507) 286-9170
MN	Northeast Minneapolis	Bates, Cory	1480 County Road C	Roseville	55113	(612) 421-2040
MN	Downtown Minneapolis/Team Bates	Bates, Cory	1480 County Road C West	Roseville	55113	(612) 223-6269
MN	North Saint Paul/White Bear Lake	Short, Jeffrey M.	1457 Marshall Avenue Unit B	Saint Paul	55104	(651) 490-5317
MN	Sandstone	Klar, Joshua R.	806 Hwy 123 W	Sandstone	55072	(320) 245-6851
MN	Shakopee/Savage/Prior Lake	Clemente, Scott	8170 Old Carriage Court N	Shakopee	55379	(952) 403-1050
MN	St. Cloud	Reichle, John K.	1111 7th Street SE	St. Cloud	56304	(320) 248-5400
MN	Minneapolis SE	Short, Jeffrey M.	1457 Marshall Avenue Unit B	St. Paul	55104	(612) 655-0115

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
MN	New Brighton, East Roseville	Short, Jeffrey M.	1457 Marshall Avenue Unit B	St. Paul	55104	(651) 435-3909
MN	St. Paul Central West	Short, Jeffrey M.	1457 Marshall Avenue Unit B	St. Paul	55104	(651) 435-3565
MN	Woodbury, Cottage Grove	Rossum, Trevor R.	680 Commerce Drive #270	Woodbury	55125	(651) 314-4631
MO	Affton/Webster Groves	Thole, Kevin A.	87 Grasso Plaza Shopping Center 158	Affton	63123	(314) 638-7749
MO	Arnold/North Jefferson County	Thole, Kevin A.	2503 Arnold Tenbrook Road	Arnold	63010	(636) 296-6813
MO	Cape Girardeau	Hastings, Richard	166 La Salle Street	Cape Girardeau	63701-9178	(573) 339-1948
MO	Carthage, Joplin	Cook, Greg	1507 W. Mound	Carthage	64836	(417) 623-1388
MO	South Chesterfield/Wildwood	Mattingly, Jeffrey M.	660 Goddard Avenue	Chesterfield	63005	(636) 537-5400
MO	St. Louis County Northeast	Mattingly, Jeffrey M.	660 Goddard Avenue	Chesterfield	63005	(314) 529-7700
MO	Chillicothe/Cameron/Richmond	Williams, Blake F.	P.O. Box 977	Chillicothe	64601	(660) 240-5105
MO	Platte County	Williams, Blake F.	94 S. Washington Street	Chillicothe	64601	(816) 579-1600
MO	Columbia	Meyer, Brian Carlos	2201 Vandiver Drive	Columbia	65202	(573) 449-1999
MO	Farmington	Corley, Robert C.	3916 Highway 221	Farmington	63640	(573) 756-5191
MO	Southern and Central Jefferson County	Corley, Robert C.	3916 Hwy 221 Suite B	Farmington	63640	(636) 467-5444
MO	Hannibal	Maguire, Timothy	11027 Scott Place	Hannibal	63401	(573) 231-0056
MO	Harrisonville/Belton/Raymore	Kimbly, Chad E.	28103 SE Outer Road	Harrisonville	64701	(816) 884-2240
MO	Jefferson City	Kirk, David	P.O. Box 104323	Jefferson City	65110	(573) 635-5883
MO	Kansas City Midtown	Bates, Cory	3323 Roanoke Road	Kansas City	64111	(816) 895-8890
MO	Liberty, Smithville and NE Clay County	Bates, Cory	3323 Roanoke Road	Kansas City	64111	(816) 635-0842
MO	North Kansas City, Gladstone	Bates, Cory	3323 Roanoke Road	Kansas City	64111	(816) 436-7420
MO	Downtown Kansas City	Bates, Cory	3323 Roanoke Road	Kansas City	64111	(816) 643-2765
MO	Kirksville	Felice, III, Anthony B.	P.O. Box 1028	Kirksville	63501	(660) 665-3390
MO	Lee's Summit	Kimbly, Chad E.	1001 W Hunters Ridge	Lee's Summit	64086	(816) 246-5566
MO	Raytown/East Kansas City	Kimbly, Chad E.	1001 W Hunters Ridge	Lee's Summit	64086	(816) 737-8776
MO	Lake of the Ozarks	Meyer, Brian Carlos	360 Business Park Road	Linn Creek	65052	(573) 346-7200
MO	Marshall	Meyer, Brian Carlos	1320 North 65 Hwy	Marshall	65340	(660) 886-5194
MO	Sedalia	Meyer, Brian Carlos	1320 North 65 Hwy	Marshall	65340	(660) 460-1073

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MO	East Independence/Blue Springs	Meyer, Brian Carlos	1320 North 65 Hwy	Marshall	65340	(816) 224-5300
MO	St. Louis County Northwest	Thole, Kevin A.	12685 Dorsett Road #331	Maryland Heights	63043	(314) 469-9000
MO	Poplar Bluff, Dexter and Kennett	Gross, Michael R.	1006 Highway 142	Poplar Bluff	63901	(573) 776-1000
MO	Clayton/Ladue	Thole, Kevin A.	6642 Clayton Road #325	Richmond Heights	63117	(314) 863-4555
MO	Rolla	Corley, Robert C.	11205 Twitty Drive	Rolla	65401-8195	(573) 368-5555
MO	Springfield/Greene County	Grimm, Brian K.	765 N. Miller	Springfield	65802	(417) 865-7711
MO	Nixa/Branson	Grimm, Brian K.	765 N. Miller	Springfield	65802	(417) 724-0084
MO	St. Charles City	Wessel, Daniel Fredrick	460 St. Peters-Howell Road	St. Charles	63304	(636) 926-0033
MO	St. Peters	Wessel, Daniel Fredrick	460 St. Peters-Howell Road	St. Charles	63304	(636) 306-6580
MO	Dardenne Prairie/Weldon Spring	Wessel, Daniel Fredrick	460 St. Peters-Howell Road	St. Charles	63304	(636) 306-6581
MO	St. Joseph, Maryville	Halsey, Brett	6181 NE State Route 6	St. Joseph	64507	(816) 232-7711
MO	West Kirkwood/Sunset Hills	Chestnas, Jeffrey	P.O. Box 270504	St. Louis	63127	(314) 858-1688
MO	Fenton/South Ballwin	Chestnas, Jeffrey	P.O. Box 270504	St. Louis	63127	(636) 527-5990
MO	Oakville/Mehlville	Thole, Kevin A.	3810 Paule Avenue	St. Louis	63125	(314) 846-0600
MO	St. Louis Central	Wolfe, David	2118 59th Street	St. Louis	63110	(314) 260-7177
MO	Bridgeton/Florissant	Wolfe, David	2118 59th Street	St. Louis	63110	(314) 296-3567
MO	St. Louis City South	Wolfe, David	2118 59th Street	St. Louis	63110	(314) 899-0141
MO	Overland/Cool Valley	Chestnas, Jeffrey	P.O. Box 270504	St. Louis	63127	(314) 279-5600
MO	Franklin County	Corley, Robert C.	2 Truman Court	Union	63084	(636) 583-5200
MO	Lincoln	Corley, Robert C.	2 Truman Court	Union	63084	(636) 456-3422
MO	Western O'Fallon/Wentzville	Young, Gregory A.	122 Highway A	Wentzville	63385	(636) 856-9700
MS	Biloxi and Ocean Springs	Burychka, Darren	12760 Lorraine Road	Biloxi	39532	(228) 396-3965
MS	Pascagoula	Burychka, Darren	12760 Lorraine Road	Biloxi	39532	(228) 475-3473
MS	Gulfport	Burychka, Darren	12760 Lorraine Road	Biloxi	39532	(228) 868-2232
MS	Brandon	Weimer, Jack R.	814-A North College Street	Brandon	39042	(601) 829-2162
MS	Brookhaven, McComb	Hutson, Kyle	310 Nalco Lane	Brookhaven	39601	(601) 823-1100
MS	Greenville/Cleveland	Miller, Michael	P.O. Box 984	Cleveland	38732	(662) 846-1700

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
MS	Corinth/Iuka	Eldridge, Jeff	1405 Sawyer Road	Corinth	38834	(662) 287-7881
MS	Northeast Delta Lands	Rigby, Gary	P.O. Box 337	Kosciusko	39090	(662) 289-7473
MS	Laurel	Wheat, William J.	5141 Highway 84 W	Laurel	39443	(601) 425-0119
MS	Forest and Magee	Wheat, William J.	5141 Highway 84 W	Laurel	39443	(662) 779-1070
MS	Meridian	Arrington, Lamar	P.O. Box 307	Meridian	39302	(601) 693-7300
MS	Natchez	Legg, Donald	11 Roux 61 Drive	Natchez	39120	(601) 304-5554
MS	Oxford/Batesville/Clarksdale	Jones, Steven B.	P.O. Box 2458	Oxford	38655	(662) 281-1881
MS	Hattiesburg	Moore, David	873 US Hwy 11	Petal	39465	(601) 544-0512
MS	West Hattiesburg	Moore, David	873 US Hwy 11	Petal	39465	(601) 325-9116
MS	Bay St. Louis/Diamondhead	Andrus, Stuart	214 North Curran Avenue	Picayune	39466	(228) 467-4450
MS	Jackson	Hansbrough, John R.	134 Marketridge Drive	Ridgeland	39157	(601) 353-2286
MS	Madison County	Hansbrough, John R.	134 Marketridge Drive	Ridgeland	39157	(601) 853-9161
MS	Tate, Tunica,	Metteauer, Jim A.	1160 Stateline Road E.	Southaven	38671	(662) 510-7193
MS	Olive Branch	Metteauer, Jim A.	1160 Stateline Road E.	Southaven	38671	(662) 510-7256
MS	Southaven	Metteauer, Jim A.	1160 Stateline Road E.	Southaven	38671	(662) 349-6500
MS	Columbus/Starkville	Rigby, Gary	400 B Industrial Park Road	Starkville	39760-1325	(662) 324-3003
MS	Tupelo	Rigby, Christopher Brian	2984 Cliff Gookin Boulevard	Tupelo	38801	(662) 690-6502
MS	Amory/Aberdeen	Rigby, Christopher Brian	P.O. Box 3421	Tupelo	38803	(662) 494-7733
MS	Vicksburg	Kitchens, Chris	6207 Highway 80	Vicksburg	39180	(601) 634-0909
MT	Billings	Hanlin, Steven M.	809 4th Ave, N.	Billings	59101	(406) 252-0859
MT	Gallatin County	Holland, William B.	18400 Yankee Creek Road Suite 2	Gallatin Gateway	59730	(406) 763-4155
MT	Helena	Steen, Ryan M.	479 Lincoln Road W	Helena	59602	(406) 458-6008
MT	Missoula	Widerman, Kevin E.	2825 Stockyard Rd, Unit A-2	Missoula	59808	(406) 327-9500
NC	Asheville East	Wolljung, Gregory A.	P.O. Box 339	Arden	28704	(828) 255-4535
NC	Asheville West	Wolljung, Gregory A.	P.O. Box 339	Arden	28704	(828) 684-8506
NC	South Charlotte	Bolton, Wendy	7845 Colony Road Suite C4-220	Charlotte	28226	(704) 333-7737



State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NC	West Mecklenburg County	Williams, Craig	3112 Horseshoe Lane, Ste.200	Charlotte	28208	(704) 910-5649
NC	Northwest Charlotte	Cox, J. Daniel	9006 Perimeter Woods Drive	Charlotte	28216	(704) 393-7890
NC	Southern Gaston County	Cox, J. Daniel	9006 Perimeter Woods Drive	Charlotte	28216	(704) 824-1243
NC	Northeast Charlotte	Tyson, Jr., William Wesley	5031 W WT Harris Blvd Suite E	Charlotte	28269	(704) 596-9700
NC	Northeast Mecklenburg County	Bowen, Brian H.	7531 State Road 2848	Charlotte	28213	(704) 547-6200
NC	East Charlotte	Bowen, Brian H.	7531 State Road 2848	Charlotte	28213	(704) 529-9963
NC	South Mecklenburg County	Bowen, Brian H.	4720 Country Lane	Charlotte	28270	(704) 840-6112
NC	Shelby	Tyson, Jr., William Wesley	5031 West WT Harris Blvd, Suite E	Charlotte	28269	(980) 295-9208
NC	Uptown Charlotte/Team Cox	Cox, J. Daniel	9006 Perimeter Woods Drive Suite C	Charlotte	28216	(980) 771-4801
NC	Uptown Charlotte/Team Bowen	Bowen, Brian H.	7531 State Road 2848	Charlotte	28213	(980) 256-3553
NC	Elizabeth City/Outer Banks	Bahen, Andrew M.	2244 Steppingstone Square	Chesapeake	23320	(252) 331-7889
NC	South Cabarrus County	Holcomb, Britt	7168 Weddington Road #136	Concord	28027	(704) 793-1488
NC	North Cabarrus County	Holcomb, Britt	7168 Weddington Road, Suite 136	Concord	28027	(704) 939-1944
NC	North Rowan County/Salisbury	Holcomb, Britt	7168 Weddington Road, Suit 136	Concord	28027	(704) 925-1019
NC	Catawba County East	Williams, Randy S.	1112 Conover Blvd. West	Conover	28613	(828) 465-6504
NC	Lincoln/Northeast Gaston Counties	Cox, J. Daniel	4360 Highway 16 North	Denver	28037	(704) 489-0636
NC	South Durham	McFaul, Marc M.	607 Ellis Road 50A	Durham	27703	(919) 596-1242
NC	North Orange County	McFaul, Marc M.	607 Ellis Road Unit 50A	Durham	27703	(919) 245-0788
NC	Chapel Hill	McFaul, Marc M.	607 Ellis Road, Unit 50A	Durham	27703	(919) 598-4177
NC	Southern Alamance and NW Chatham Counties	McFaul, Marc M.	607 Ellis Road Suite 50A	Durham	27703	(336) 223-8050
NC	Fayetteville	Zubricki, Frank G.	923 Ramsey Street	Fayetteville	28301	(910) 860-1163
NC	Nantahala	Bowles, John	P.O. Box 1485	Franklin	28744	(828) 349-0707
NC	Lake Lure Forest City	Bowles, John	P.O. Box 1485	Franklin	28734	(828) 245-8436
NC	Wayne County	Turner, Tony	855 S. Hwy 111	Goldsboro	27534	(919) 751-5353
NC	Alexander	Williams, Randy S.	121 Falls Avenue	Granite Falls	28630	(828) 396-1070

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NC	Greensboro North	Holcomb, Britt	2902 Manufacturers Road	Greensboro	27406	(336) 379-1772
NC	Kernersville	Holcomb, Britt	2902 Manufacturer Drive	Greensboro	27406	(336) 748-0250
NC	Burlington	Holcomb, Britt	P.O. Box 14694	Greensboro	27415	(336) 229-1156
NC	Greensboro South	Otterberg, James M.	7349 West Friendly Avenue Unit F	Greensboro	27410	(336) 904-6871
NC	Greensboro West	Otterberg, James M.	7349 West Friendly Avenue Unit F	Greensboro	27410	(336) 904-6870
NC	Pender/West Onslow Counties	Thompson, Davis M.	13310 US-17	Hampstead	28443	(910) 319-0600
NC	Franklin, Vance	Iboaya, Itua	260 Industry Drive	Henderson	27537	(252) 433-0005
NC	Catawba County West	Williams, Randy S.	751 Old Lenoir Road	Hickory	28601	(828) 322-4400
NC	High Point	Olvera, Carlos	P.O. Box 16205	High Point	27261	(336) 884-0063
NC	Lenoir, Duplin	Turner, Tony	661 Sussex St.	Kinston	28504	(252) 208-7888
NC	Lexington/Thomasville	Carlson, Brian	930 S. Salisbury Street	Lexington	27292	(336) 224-2565
NC	East Mecklenburg/Matthews	Bowen, Brian H.	4400 Morris Park Drive Suite O	Mint Hill	28227	(704) 847-8001
NC	Union County	Morgan, Shaun C.	1617 W. Roosevelt Blvd, Unit G	Monroe	28110	(704) 764-3216
NC	Iredell County	Williams, Randy S.	135 Rinehardt Road	Mooresville	28115	(704) 872-7466
NC	Burke County	Williams, Randy S.	303 North Sterling Street	Morganton	28655	(828) 874-0966
NC	Mt. Airy, Pilot Mountain	Gosnell, James A.	502 N. Andy Griffith Parkway	Mount Airy	27030	(336) 755-3607
NC	Davie	Gosnell, James A.	335 Willow Street, Apt 117	Mount Airy	27030	(336) 677-1415
NC	Anson, Stanly	Morgan, Shaun C.	40602 South Stanly School Road	Norwood	28128	(704) 474-7190
NC	Lee	Starritt, Luke F.	114 C Commerce Ct	Pittsboro	27312	(919) 533-6776
NC	Southwest Raleigh/Holly Springs	Edwards, Kelly G.	4003 Hillsborough Street	Raleigh	27607	(919) 944-4002
NC	Harnett County East and Sampson County North	Edwards, Kelly G.	4003 Hillsborough Street	Raleigh	27607	(910) 808-4080
NC	Harnett County West	Edwards, Kelly G.	4003 Hillsborough Street	Raleigh	27607	(910) 808-4080
NC	Johnston County North	Edwards, Kelly G.	4003 Hillsborough Street	Raleigh	27607	(919) 585-1787
NC	Johnston County South	Edwards, Kelly G.	4003 Hillsborough Street	Raleigh	27607	(919) 585-1788
NC	Central Cary	Bisig, Justin	3216 Spottswood Street #107	Raleigh	27615	(919) 615-8160

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NC	East Raleigh, Zebulon, Knightdale	Bisig, Justin	3216 Spottswood Street #107	Raleigh	27615	(919) 250-0455
NC	Morrisville, RDU	Bisig, Justin	3216 Spottswood Street #107	Raleigh	27615	(919) 948-7737
NC	North Durham	Bisig, Justin	3216 Spottswood Street #107	Raleigh	27615	(919) 467-0880
NC	Southeast Raleigh, Garner	Bisig, Justin	3216 Spottswood Street #107	Raleigh	27615	(919) 615-1179
NC	Wake Forest	Bisig, Justin	3216 Spottswood Street #107	Raleigh	27615	(919) 790-1222
NC	Apex	Bisig, Justin	3216 Spottswood Street #107	Raleigh	27615	(919) 615-1160
NC	Central Raleigh	Bisig, Justin	3216 Spottswood Street #107	Raleigh	27615	(919) 800-0413
NC	North Central Raleigh, Millbrook	Bisig, Justin	3216 Spottsville Street #107	Raleigh	27615	(919) 809-6111
NC	Downtown Raleigh	Bisig, Justin	3216 Spottswood Street #107	Raleigh	27615	(919) 985-7247
NC	Roanoke Rapids	Phillips, Stephen C.	801 Julian Allsbrook Hwy	Roanoke Rapids	27870	(252) 537-3473
NC	Rocky Mount	Nichols, Jonathan	338 S Franklin Street	Rocky Mount	27804	(252) 977-9444
NC	Rockingham County	Lester, III, Clifford W.	103 East Main Street	Stoneville	27048	(336) 573-4345
NC	Brunswick	Thompson, Davis M.	1409 Ocean Highway West	Supply	28462	(910) 755-6717
NC	Carteret	Roberson, Brent	142 Seth Thomas Lane	Swansboro	28584	(910) 326-1344
NC	Bath	Baldwin, John W.	6045 Hwy 264 E	Washington	27889	(252) 923-0213
NC	Greenville	Baldwin, John W.	6045 US 264 Hwy E	Washington	27889	(252) 329-7205
NC	New Bern	Baldwin, John W.	6045 US 264 Hwy E	Washington	27889	(252) 637-7274
NC	Haywood	Bowles, John	293 Industrial Park Drive	Waynesville	28786	(828) 452-2111
NC	Hendersonville	Bowles, John	293 Industrial Park Drive	Waynesville	28786	(828) 692-3337
NC	Pinehurst/Moore	Starritt, Luke F.	222 North Trade Street	West End	27376	(910) 428-5280
NC	New Hanover	Thompson, Davis M.	6606 Windmill Way	Wilmington	28405	(910) 762-8180
NC	Wilson/Nashville	Reneau, Daniel	P.O. Box 3131	Wilson	27895-3131	(252) 291-4492
NC	Winston Salem North	Carlson, Brian	1105 Fairchild Road	Winston Salem	27105	(336) 744-5104
NC	West Forsyth County	Otterberg, James M.	2571 Landmark Drive	Winston Salem	27103	(336) 946-1131
ND	Bismarck	Conklin, Ryan	3405 Hamilton Street Unit T	Bismarck	58503	(701) 415-0525
ND	Fargo	Rossum, Trevor R.	25 South 17th Street	Fargo	58103	(701) 232-2455
ND	Minot	Conklin, Ryan	1415 21st Avenue NW	Minot	58703	(701) 852-7378

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NE	Sarpy County	Marchese, Matthew Michael	1706 Galvin Road S	Bellevue	68005	(402) 291-3355
NE	Omaha Northeast	Marchese, Matthew Michael	1706 Galvin Road S	Bellevue	68005	(402) 830-3870
NE	Omaha Southeast	Marchese, Matthew Michael	1706 Galvin Road S	Bellevue	68005	(402) 810-0005
NE	Downtown Omaha	Marchese, Matthew Michael	1706 Galvin Road S	Bellevue	68005	(402) 670-6786
NE	Grand Island	Marchese, Matthew Michael	4360 W Hwy 30	Grand Island	68803	(308) 210-2960
NE	Kearney	Marchese, Matthew Michael	106 Central Avenue	Kearney	68847	(308) 535-1115
NE	Lincoln East	Marchese, Matthew Michael	3800 Touzalin Avenue	Lincoln	68507	(402) 466-4004
NE	Lincoln West	Marchese, Matthew Michael	3800 Touzalin Avenue	Lincoln	68507	(402) 251-4354
NE	Norfolk	Wolfe, Adam J.	2303 Riverside Blvd	Norfolk	68702	(402) 370-2460
NE	Omaha Southwest	Toft, Lathe R.	13808 F Street	Omaha	68137	(402) 408-0134
NE	Omaha West/Saunders County	Toft, Lathe R.	13808 F Street	Omaha	68137	(402) 835-5985
NE	Omaha Northwest	Toft, Lathe R.	10512 Bondesson Circle	Omaha	68122	(402) 800-2134
NH	Concord	Rouleau, Gregg	6 Tallwood Drive	Bow	03304	(603) 225-2825
NH	Derry/Londonderry	Lyndes, Jum	22 Manchester Rd Unit 9	Derry	03038	(603) 432-3221
NH	The Seacoast	Robbins, Timothy	74 Industrial Park Drive	Dover	03820	(603) 433-4300
NH	Dover-Rochester	Robbins, Timothy	74 Industrial Park Drive	Dover	03820	(603) 743-4301
NH	Durham	Robbins, Timothy	74 Industrial Park Drive	Dover	03820	(603) 868-3343
NH	Lebanon/Hanover/Littleton	Perez, Miguel	1088 Route 4A	Enfield	03748	(603) 298-6942
NH	Claremont, Sunapee, Newfound Lake	Perez, Miguel	1088 Route 4A	Enfield	03748	(603) 863-9335
NH	Nashua	Lee, Kevin	17 Clinton Drive Suite B #5	Hollis	03049	(603) 889-2311
NH	Merrimack	Lee, Kevin	17 B Clinton Drive Box 5	Hollis	03049	(603) 262-9293
NH	The Lakes Region	Rouleau, Gregg	635 Main Street #101	Laconia	03246	(603) 527-2518
NH	Manchester-East	Rouleau, Michael	497 Hooksett Rd #2, Pmb 341	Manchester	03104-2650	(603) 669-7733

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NH	Manchester West	Rouleau, Michael	497 Hooksett Rd #2, Pmb 341	Manchester	03104-2650	(603) 622-5627
NH	Cheshire County	Paul, Derek A.	140 Old Route 12 E	Westmoreland	03467	(603) 352-7251
NH	Salem/Plaistow	White, Gregg	P.O. Box 428	Windham	03087	(603) 893-9700
NJ	Burlington Township/Mount Holly	Paparone, Michael David	890 Tennis Avenue	Bensalem	19020	(609) 326-3663
NJ	Nutley/Bloomfield	Harrison, David J.	357 Broad Street #3	Bloomfield	07003	(973) 662-0062
NJ	Parsippany, Montville	Luzzi, Dion M.	501-B Division Street	Boonton	07005	(973) 887-9100
NJ	Morristown	Luzzi, Dion M.	501 B Division Street	Boonton	07005	(973) 739-9999
NJ	Greater Hunterdon County	Luzzi, Dion M.	501 B Division Street	Boonton	07005	(908) 788-8770
NJ	Edison	Luzzi, Dion M.	501 B Division Street	Boonton	07005	(732) 248-9555
NJ	Bordentown/Pemberton	Barbera, Pietro M.	3 3rd Street, Suite 030	Bordentown	08505	(609) 894-8555
NJ	Bridgewater	Palumbo, Anthony	25 E Kearney St. Unit G	Bridgewater	08807	(908) 222-2020
NJ	Atlantic City/Hamilton/Hammonton	Fabiani, Vincent G.	948 Harding Highway	Buena Vista	08310	(609) 965-0885
NJ	Haddon Heights/Voorhees	Fabiani, Vincent G.	948 Harding Highway	Buena Vista	08310	(856) 566-3388
NJ	Cape May County	Fabiani, Vincent G.	948 Harding Highway	Buena Vista	08310	(609) 624-0202
NJ	Cumberland County	Fabiani, Vincent G.	948 Harding Highway	Buena Vista	08310	(856) 692-0041
NJ	Hoboken/Union City	Harvey, Lance L.	423 County Road Suite 2	Cliffwood	07721	(201) 656-0035
NJ	West Somerset County	Harvey, Lance L.	423 County Road Suite 2	Cliffwood	07721	(732) 805-9944
NJ	Aberdeen/Holmdel	Harvey, Lance L.	423 County Road, Suite 2	Cliffwood	07721	(732) 290-3170
NJ	East Rutherford	Formisano, Frank D.	124 Circle Avenue	Clifton	08836	(201) 636-2801
NJ	Dover/Stillwater	Blehl, John E.	15 N Morris St H	Dover	07801	(973) 810-2825
NJ	Colonia, Woodbridge North	Blehl, John E.	15 N Morris Street	Dover	07801	(732) 734-8144
NJ	Perth Amboy	Blehl, John E.	15 N Morris Street	Dover	07801	(732) 709-7733
NJ	Warren County	Fabiani, Vincent G.	2575 Millford Road	East Stroudsburg	18301	(908) 835-7824
NJ	Egg Harbor/Ventnor City	Gibbs, James	8 Steelman Ln, Ste C-1	Egg Harbor Township	08234	(609) 383-9785
NJ	Berlin/Williamstown	Gibbs, James	8 Steelmans Lane Suite C-1	Egg Harbor Township	08234	(856) 728-7350

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NJ	Teaneck/Englewood	Irvolino, III, Thomas	560 Sylvan Avenue	Englewood Cliffs	07632	(201) 266-0482
NJ	Greater Sussex County	Blehl, John E.	24 Munsenhurst Road, Unit H	Franklin	07416	(973) 383-2024
NJ	Howell/Wall	Gouda, Saher M.	1016 State Route 33 Unit 1	Freehold	07728	(732) 577-1010
NJ	Spring Lake, Asbury Park	Gouda, Saher M.	1016 State Route 33, Unit 1	Freehold	07728	(732) 359-3250
NJ	Blackwood/Gloucester Township	Marinelli, Alfred	P.O. Box 91	Glendora	08029	(856) 227-7800
NJ	Mount Ephraim/Bellmawr	Jackson, Keith	1325 Crescent Blvd., Suite F	Gloucester City	08030	(856) 349-7318
NJ	Ewing, North Trenton	Jackson, Keith	1325 Crescent Blvd. Suite F	Gloucester City	08030	(609) 301-8786
NJ	South Jersey City/Bayonne	Fox, Oliver J.	Suite #1030 701 State Route 440 Suite 16	Jersey City	07304	(201) 333-3200
NJ	Jersey City North, The Heights	Majeski, John	123 Town Square Place PMB 602	Jersey City	07310	(201) 201-1123
NJ	Lincoln Park, Kearny	Citrangola, Robert E.	1 Jacobus Avenue	Kearny	07032	(201) 514-2207
NJ	Manahawkin	Fyrberg, Christopher	591 Mill Creek Road	Manahawkin	08050	(609) 549-0379
NJ	Marlboro/Tinton Falls	Majeski, John	28 North Main Street	Marlboro	07746	(732) 536-7555
NJ	Mt. Laurel/Moorestown	Walker, Charles Eric	P.O. Box 1432	Merchantville	08109	(856) 778-4055
NJ	Cherry Hill/Haddonfield	Walker, Charles Eric	P.O. Box 1432	Merchantville	08109	(856) 662-2772
NJ	Freehold	Fox, Oliver J.	306 Monmouth Road	Millstone	08510	(732) 431-4440
NJ	Montclair/West Orange	Wishnia, Joseph	3 North Willow Street	Montclair	07042	(973) 669-4825
NJ	Central Union County	Spinner, Karl	1094 Globe Avenue	Mountainside	07092-2904	(908) 233-7070
NJ	Western Essex County	Spinner, Karl	1094 Globe Avenue	Mountainside	07092	(973) 994-1640
NJ	Roselle	Spinner, Karl	1094 Globe Avenue	Mountainside	07092	(908) 488-0660
NJ	Hamilton, South Trenton	Spinner, Karl	1094 Globe Avenue	Mountainside	07092	(609) 256-8890
NJ	Elizabeth	Spinner, Karl	1094 Globe Avenue	Mountainside	07092	(908) 368-1500
NJ	Cranford, Union	Spinner, Karl	1094 Globe Avenue	Mountainside	07092	(908) 368-1400
NJ	Wayne	Blehl, John E.	P.O. Box 341	Netcong	07857	(973) 546-4977
NJ	North Secaucus, North Hudson County	Citrangola, Robert E.	7801 Tonnelle Avenue	North Bergen	07047	(201) 492-6889
NJ	Old Bridge/Cranbury	Kluger, David	11 C Jocama Blvd.	Old Bridge	08857	(732) 257-3739

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NJ	Southwest Morris County	Bock, Gregory	1248 Sussex Turnpike, Ste B-2	Randolph	07869	(973) 895-5000
NJ	Eatontown/Long Branch	Majeski, John	P.O. Box 8129	Red Bank	07701	(732) 578-9888
NJ	Middletown	Fox, Oliver J.	125 Half Mile Road, Suite 200	Red Bank	07701	(732) 530-9009
NJ	Fort Lee	Delfino, Christopher J.	1121 Edgewater Ave. W #16	Ridgefield	07657	(201) 496-6024
NJ	North Morris County	Irvolino, III, Thomas	21 Pine Street Unit 130	Rockway	07866	(973) 983-5657
NJ	Fair Lawn	Palumbo, Anthony	280 N Midland Avenue Bldg K	Saddle Brook	07663	(201) 797-7702
NJ	Salem County	Nunan, Craig	318 Grant Street	Salem	08079	(856) 339-0500
NJ	Western Union County	Delfino, Christopher J.	2600 US-22	Scotch Plains	07076	(908) 791-9177
NJ	Southeast Somerset County	Marinello, Salvatore	370 Campus Drive	Somerset	08873	(908) 251-9097
NJ	Hackensack/Little Ferry	Majeski, John	100 Louis Street Unit L	South Hackensack	07606	(201) 742-5920
NJ	Piscataway	Formisano, Frank D.	2208 B Hamilton Blvd.	South Plainfield	07080	(732) 752-4445
NJ	Clifton	Formisano, Frank D.	2208 B Hamilton Blvd	South Plainfield	07080	(973) 928-3705
NJ	East Brunswick/Princeton Meadows	Marinello, Salvatore	427 Whitehead Ave Unit 1	South River	08882	(732) 432-9800
NJ	New Brunswick	Marinello, Salvatore	427 Whitehead Avenue, Unit 1	South River	08882	(732) 724-9855
NJ	South Burlington County	Deutsch, Joseph	1 Coleman Court Suite E	Southampton	08088	(856) 988-6195
NJ	Toms River	Reilly, Rebecca L.	15 Adafre Avenue	Toms River	08753	(732) 349-9898
NJ	Point Pleasant	Reilly, Rebecca L.	15 Adafre Avenue	Toms River	08753	(732) 202-3001
NJ	Jackson	Reilly, Rebecca L.	15 Adafre Avenue	Toms River	08753	(732) 523-4986
NJ	Lacey, Manchester	Reilly, Rebecca L.	15 Adafre Avenue	Toms River	08753	(732) 408-3161
NJ	Northwest Bergen	Vingoe, Charles	151 Crescent Ave	Waldwick	07463	(201) 236-2400
NJ	East Windsor	Kluger, David	295 Princeton Hightstown Rd. PMB #293	West Windsor	08550	(609) 443-9110
NJ	Woodbury/Deptford	O'Donnell, Scott	P.O. Box 543	Westville	08093	(856) 686-0100
NJ	Washington/Woolwich	O'Donnell, Scott	P.O. Box 543	Westville	08093	(856) 241-9997
NJ	Paramus	Palumbo, Anthony	700-76 Broadway #316	Westwood	07675	(201) 445-5588

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NJ	Northeast Bergen County	Palumbo, Anthony	700-76 Broadway #316	Westwood	07675	(201) 244-0100
NM	Northwest Albuquerque	Southall, Niko R.	3807 Academy Pkwy South NE	Albuquerque	87109	(505) 503-8627
NM	Rio Rancho/Sandoval County	Smith, Tonya S.	4374 Alexander Blvd NE, Suite G	Albuquerque	87107	(505) 891-2345
NM	South Albuquerque	Smith, Tonya S.	4374 Alexander Blvd. NE, Suite G	Albuquerque	87107	(505) 345-4700
NM	NE Albuquerque	Landers, James	140 Metcalf Road, Suite 6	Avon	81620	(505) 828-3567
NM	Farmington/Aztec/Bloomfield	Landers, James	170 S. Skylane Drive Bldg #2	Durango	81303	(505) 327-3340
NM	Carlsbad, Hobbs	Radcliffe, Gage M.	130 North Grimes	Hobbs	88240	(575) 397-4873
NM	Santa Fe	Fierro, Noel D.	1119 Calle del Cielo	Santa Fe	87507	(505) 372-7937
NV	Henderson SW, Boulder City	Landers, James	791 Middlegate Road	Henderson	89011	(702) 564-8508
NV	Lake Las Vegas	Landers, James	791 Middlegate Road	Henderson	89011	(702) 951-7396
NV	Clark County Central	Landers, James	791 Middlegate Road	Henderson	89011	(702) 613-4990
NV	Henderson East	Landers, James	791 Middlegate Road	Henderson	89011	(702) 780-1452
NV	Paradise South	Landers, James	791 Middlegate Road	Henderson	89011	(702) 780-1109
NV	Southwest Las Vegas	Adams, Wade	5965 Procyon St.	Las Vegas	89118	(702) 436-2555
NV	Spring Valley	Adams, Wade	5965 Procyon St.	Las Vegas	89118	(702) 364-2232
NV	Downtown Las Vegas	Zachary, Dennis	10161 Park Run Drive, Suite 150	Las Vegas	89145	(702) 778-9451
NV	Northwest Las Vegas	Zachary, Dennis	10161 Park Run Drive, Suite 150	Las Vegas	89145	(702) 453-8870
NV	Summerlin North/Sun City	Zachary, Dennis	10161 Park Run Drive, Suite 150	Las Vegas	89145	(702) 778-9461
NV	Centennial Hills	Brown, Kevin R.	7181 N Hualapai Way	Las Vegas	89166	(702) 947-0947
NV	Southeast Las Vegas	Thompson, James E.	2901 S Highland Drive #1-B	Las Vegas	89109	(702) 485-3603
NV	Northern Las Vegas	Frye, Gerald	2828 Synergy Street	North Las Vegas	89030	(702) 656-0203
NV	Reno Southwest	Enwald, Carolee	P.O. Box 7612	Reno	89510-7612	(775) 852-6480
NV	Carson City/Douglas County/South Lake Tahoe	Allen, John	193 Shady Lane	Stateline	89449	(775) 588-2355
NV	Lyon	Allen, John	193 Shady Lane	Stateline	89449	(775) 463-7378



State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NV	Reno East	Allen, John	193 Shady Lane	Stateline	89449	(775) 430-3842
NY	Buffalo/Tonawanda	Sullivan, William	57 Windsong Court, Suite 101	Amherst	14051-1664	(716) 694-9949
NY	Amherst-Clarence	Sullivan, William	57 Windsong Court, Suite 101	Amherst	14051-1664	(716) 639-8687
NY	East Erie County	Sullivan, William	57 Windsong Court, Suite 101	Amherst	14051-1664	(716) 656-7131
NY	Northern Westchester County	Randolph, Graham Allen	364 Adams Street	Bedford Hills	10507	(914) 241-8100
NY	Broome County East	Yurka, Danielle Sepe	P.O. Box 654	Binghamton	13902	(607) 722-2262
NY	Broome County West	Yurka, Danielle Sepe	P.O. Box 654	Binghamton	13902	(607) 754-7314
NY	Tompkins	Yurka, Danielle Sepe	P.O. Box 654	Binghamton	13902	(607) 273-7776
NY	Lower East Side Manhattan	Luzzi, Dion M.	501 B Division Street	Boonton	07005	(917) 423-6364
NY	South Bronx	Riaz, Parvez	191 Willow Avenue	Bronx	10454	(347) 590-9902
NY	North East Bronx	Bregman, Alan	1713 Colden Avenue	Bronx	10462	(347) 501-6382
NY	West Bronx	Valenti, Frank M.	2370-76 Lorillard Place	Bronx	10458	(917) 722-7055
NY	Southwest Brooklyn	Kluger, David	8225 5th Ave, PMB #824	Brooklyn	11209	(718) 375-2388
NY	Northwest Brooklyn	Allen, Robert	320 Seventh Avenue #192	Brooklyn	11215	(718) 522-4400
NY	Williamsburg, Greenpoint	Citrangola, Robert E.	251 Huron Street	Brooklyn	11222	(917) 809-6562
NY	Mill Basin, Flatlands	Allen, Robert	2028 Utica Avenue	Brooklyn	11234	(718) 381-3271
NY	Bay Ridge	Allen, Robert	2028 Utica Avenue	Brooklyn	11234	(718) 765-5572
NY	The Rockaways, Coney Island	Allen, Robert	2028 Utica Avenue	Brooklyn	11234	(718) 400-9051
NY	Central Buffalo	Luzzi, Dion M.	50 Fountain Plaza Suite 1400	Buffalo	14202	(716) 412-6800
NY	North Rensselaer/South Washington Counties	Flood, John M.	1043 NY 22	Cambridge	12816	(518) 677-3444
NY	Victor/Canandaigua	Geyer, Samuel F.	2635 County Road 22	Canandaigua	14424	(585) 393-0310
NY	Putnam County	Smith, Scott C.	97 Old Route 6 #10	Carmel Hamlet	10512	(845) 228-1090
NY	Centereach, Selden	Bregman, Alan	11 Wood Road	Centereach	11720	(631) 468-3003
NY	Elmira/Chemung County	Yurka, Danielle Sepe	P.O. Box 277	Chemung	14825	(607) 722-2034
NY	Cortland and Chenango Counties	Yurka, Danielle Sepe	P.O. Box 10	Cortland	13045	(607) 306-4574

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NY	Peekskill, Ossining	Citrangola, Robert E.	420 S. Riverside Avenue	Croton on Hudson	10520	(914) 745-7719
NY	Alphabet City/Downtown Manhattan	Robbins, Timothy	74 Industrial Park Drive	Dover	03820	(646) 665-4195
NY	South-East Monroe County	Necci, Michael	60 N. Lincoln Rd.	E. Rochester	14445-1336	(585) 641-0040
NY	NE Monroe County	Necci, Michael	60 N. Lincoln Road	E. Rochester	14445	(585) 482-9390
NY	Woodmere, Hewlett Harbor	Citrangola, Robert E.	561 Atlantic Avenue	East Rockaway	11518	(516) 260-4041
NY	Tarrytown/Elmsford	Skov, Timothy	11 Clearbrook Road Suite 133	Elmsford	10523	(914) 358-9000
NY	Jamestown/Olean	Uhl, Jr., William J.	P.O. Box 441	Falconer	14733	(716) 338-4901
NY	Dunkirk, Fredonia	Uhl, Jr., William J.	P.O. Box 441	Falconer	14733	(716) 268-1006
NY	Farmingdale/Massapequa	Loiacono, William	1 Rome Street	Farmingdale	11735	(516) 221-3666
NY	Valley Stream	Bregman, Alan	672 Dogwood Avenue Unit 274	Franklin Square	11010	(516) 559-6551
NY	Freeport, Roosevelt	Citrangola, Robert E.	53 E Merrick Road #353	Freeport	11520	(516) 774-2200
NY	Corona	Bressler, Jeremy	65-22 Fresh Meadow Lane	Fresh Meadows	11365	(718) 905-0496
NY	Garden City/Hempstead	Kaikow, Mitchell R.	734 Franklin Ave. #275	Garden City	11530	(516) 620-4579
NY	South Albany County	Cohn, Kathryn A.	P.O. Box 60	Guilderland	12084	(518) 456-1111
NY	The Southtowns	Braun, Thomas	97 Evans Street	Hamburg	14075	(716) 646-6684
NY	West Seneca/Lancaster	Braun, Thomas	97 Evans Street	Hamburg	14075	(716) 674-1103
NY	White Plains	Pelli, Antoinette	67 Grant Ave.	Harrison	10528	(914) 684-1560
NY	New Rochelle	Pelli, Antoinette	67 Grant Avenue	Harrison	10528	(914) 684-1560
NY	Hicksville/Plainview	Kluger, Risa	17B E. Old Country Road, Ste 328	Hicksville	11801	(516) 733-1800
NY	Western Dutchess County	Morrissey, Gilbert	10 A Lumen Lane	Highland	12528	(845) 831-3600
NY	Kingston/New Paltz	Morrissey, Gilbert	10 A Lumen Lane	Highland	12528	(845) 255-4334
NY	North Huntington	Compitello, David L.	P.O. Box 4091	Huntington	11743	(631) 423-1734
NY	South Huntington	Compitello, David L.	56 Stewart Avenue	Huntington	11743	(631) 393-0404
NY	Glen Cove/Jericho	Chillianis, William	200 Robbins Ln Suite C-2	Jericho	11753	(516) 671-1919
NY	Oyster Bay	Luzzi, Dion M.	33 South Service Road	Jericho	11753	(516) 464-3300
NY	Columbia	Morrissey, Gilbert	12 Catskill Drive	Leeds	12451	(518) 943-5005

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NY	Amityville/Lindenhurst	Cantillo, James	538 W. Hoffman Avenue	Lindenhurst	11757	(631) 319-1680
NY	Bellmore/Wantagh	Cantillo, James	538 W. Hoffman Avenue	Lindenhurst	11757	(516) 809-9600
NY	Oakland Gardens, North Little Neck	Citrangola, Robert E.	248-25 Northern Blvd	Little Neck	11362	(718) 865-3112
NY	North Onondaga County	Skov, Timothy	301 Old 7th N Street	Liverpool	13088	(315) 457-3432
NY	Long Island City	Luzzi, Dion M.	38-41 10th Street	Long Island City	11101	(718) 440-6994
NY	Medford	Kluger, David	3090 NY 112	Medford	11763	(631) 732-4952
NY	South Orange County	Johnson, Brad	1259 Dolsontown Road	Middletown	10940	(845) 294-3800
NY	North Orange County	Johnson, Brad	1259 Dolsontown Road	Middletown	10940	(845) 342-3333
NY	Scarsdale/Mount Vernon	Sheperd, B. Forrest	645 S. 3rd Ave.	Mount Vernon	10550	(914) 699-5181
NY	Greater Smithtown	Solano, Frank	38 Southern Blvd Suite 8	Nesconset	11767	(631) 265-9200
NY	Midtown Manhattan	Citrangola, Robert E.	530 West 30th Street Suite 21F	New York	10001	(212) 768-9400
NY	Central Manhattan	Kluger, David	888-C 8th Avenue #529	New York	10019	(212) 246-4148
NY	Upper East Side	Fox, Thomas G.	1751 2nd Avenue	New York	10128	(917) 924-2260
NY	Upper West Side North	Vargas, Benjamin O.	105 West 86th Street	New York	10024	(917) 498-1362
NY	North West Manhattan	Bregman, Alan	8 West 126th Street Suite 322	New York	10027	(212) 534-1801
NY	Upper West Side South	Vargas, Benjamin O.	105 West 86th Street #151	New York	10024	(917) 267-0592
NY	Steinway	Vargas, Benjamin O.	105 West 86th Street #151	New York	10024	(917) 341-4702
NY	Lower Manhattan, West Village	Citrangola, Robert E.	5 Franklin Place Unit 9D	New York	10013	(212) 564-6365
NY	Sullivan and South Ulster Counties	Johnson, Brad	5020 Route 9W #10	Newburgh	12550	(845) 791-7647
NY	North Niagara County	Christodoulides, Chris	8555 Packard Rd	Niagara Falls	14304-5610	(716) 299-0330
NY	Eastern Niagara County	Luzzi, Dion M.	2728 Niagara Falls Blvd	Niagara Falls	14304	(716) 694-7776
NY	Oakdale	Kilmeade, Steven D.	927 Montauk Highway	Oakdale	11769	(631) 563-1709
NY	North Bay Shore	Kilmeade, Steven D.	927 Montauk Highway, P.O. Box 67	Oakdale	11769	(631) 948-2458
NY	Long Beach/Oceanside	Bregman, Alan	112 Mott Street	Oceanside	11572	(516) 536-1801
NY	Ozone Park/Jamaica Bay	Wardell, Raymond	87-17 97th Avenue	Ozone Park	11416	(347) 233-2305
NY	New Hyde Park/Mineola	Wardell, Raymond	87-17 97th Avenue	Ozone Park	11416	(516) 742-1008

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NY	Northern Queens	Wardell, Raymond	87-17 97th Avenue	Ozone Park	11416	(718) 971-1585
NY	Southern Rockland County	Palumbo, Anthony	1 Blue Hill Plaza #1509	Pearl River	10965	(845) 400-4888
NY	Stony Point	Palumbo, Anthony	1 Blue Hill Plaza, #1509	Pearl River	10965	(845) 351-8800
NY	NW	Smith, Scott C.	506 Salt Point Turnpike	Poughkeepsie	12601	(845) 635-4550
NY	Glen Oaks, South Little Neck	Citrangola, Robert E.	229-19 Merrick Blvd.	Queens	11413	(718) 569-5707
NY	Forest Hills/Ridgewood	Allen, Robert	16-46 Stephen Street	Ridgewood	11385	(718) 381-3702
NY	NW Monroe County	Wandtke, James	1520 Emerson Street	Rochester	14606	(585) 723-1990
NY	SW Monroe County	Wandtke, James	1520 Emerson Street	Rochester	14606	(585) 247-9090
NY	Central Monroe County	Skov, Timothy	460 Buffalo Road, Suite 70	Rochester	14611	(585) 270-0165
NY	West Hempstead	Bregman, Alan	265 Sunrise Highway Unit 1-160	Rockville Centre	11570	(516) 464-1913
NY	Ronkonkoma	Kilmeade, Steven D.	2460 Ocean Avenue	Ronkonkoma	11779	(631) 585-0007
NY	East Meadow/Westbury	Kilmeade, Steven D.	2460 Ocean Avenue	Ronkonkoma	11779	(516) 334-2927
NY	Saratoga Springs, Gansevoort	Cohn, Kathryn A.	3 Franklin Square Suite 4	Saratoga Springs	12866	(518) 580-1111
NY	The East End and Hamptons	Beck, John	P.O. Box 2247	Southampton	11968	(631) 653-9595
NY	The North Fork	Beck, John	P.O. Box 2247	Southampton	11968	(631) 591-3771
NY	Northern Staten Island	Allen, Robert	425 Wild Avenue, Unit D	Statan Island	10314	(718) 750-9455
NY	Southern Staten Island	Citrangola, Robert E.	5 Nelson Avenue	Staten Island	10308	(718) 979-4100
NY	Port Jefferson	Kluger, Risa	2188 Nesconset Hwy, Ste 153	Stony Brook	11790	(631) 476-5300
NY	SW Onondaga County	Luzzi, Dion M.	2320 Milton Avenue	Syracuse	13209	(315) 488-3900
NY	East Onondaga County	Skov, Timothy	112 Pickard Drive E	Syracuse	13211	(315) 446-8776
NY	Central Albany	Skov, Timothy	112 Pickard Drive E	Syracuse	13211	(518) 250-6176
NY	East Albany, East Greenbush	Skov, Timothy	112 Pickard Drive E	Syracuse	13211	(518) 336-0926
NY	East Schenectady	Skov, Timothy	112 Pickard Drive E	Syracuse	13211	(518) 816-0390
NY	Eastern Rockland County	Vingoe, Charles	151 Crescent Avenue	Waldwick	7463	(845) 753-3730
NY	Jefferson County	Zegarelli, Mark	800 Starbuck Ave, Ste B-4	Watertown	13601	(315) 777-8377
NY	Babylon/Deer Park	Lucchesse, Robert	411 Broadway	West Babylon	11704	(631) 661-3802
NY	Great Neck/Port Washington	Luzzi, Dion M.	84 Horseblock Road #L	Yaphank	11980	(516) 767-9600

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
NY	Patchogue	Luzzi, Dion M.	84 Horseblock Road Unit L	Yaphank	11980	(631) 924-1801
NY	Levittown, Bethpage	Luzzi, Dion M.	84 Horseblock Road #L	Yaphank	11980	(516) 261-9600
NY	Yonkers North	DiCristofaro, Ralph	73 Market Street Suite 376	Yonkers	10710	(914) 965-2000
NY	Yonkers South	DiCristofaro, Ralph	965 Nepperhan Avenue	Yonkers	10703	(914) 423-8300
OH	West Akron	Kolenz, Laurel C.	520 S Main Street Ste 2511-8	Akron	44311	(330) 867-5723
OH	South	Kolenz, Laurel C.	2212 West State Street #271	Alliance	44601	(330) 823-4088
OH	Barberton/Norton	Fosdick, Michal	P.O. Box 22	Barberton	44203	(330) 825-1803
OH	SE Summit County/Lake Township	Fosdick, Michal	P.O. Box 22	Barberton	44203	(330) 786-0505
OH	Southeastern Cuyahoga County	Fosdick, Michal	P.O. Box 22	Barberton	44203	(440) 248-0022
OH	Southern Cuyahoga County	Fosdick, Michal	P.O. Box 22	Barberton	44203	(440) 237-0077
OH	South Richland County	Fosdick, Michal	P.O. Box 22	Barberton	44203	(419) 526-2701
OH	North Richland	Fosdick, Michal	P.O. Box 22	Barberton	44203	(419) 207-8449
OH	Mentor	Fosdick, Michal	P.O. Box 22	Barberton	44203	(440) 953-1111
OH	Parma/Seven Hills	Fosdick, Michal	P.O. Box 22	Barberton	44203	(440) 887-9000
OH	Northern Lorain County	Fosdick, Michal	P.O. Box 22	Barberton	44203	(440) 245-2115
OH	South Dayton	Shooter, Greg	113 Harbert Drive	Beavercreek	45440	(937) 435-2665
OH	South West Dayton	Shooter, Greg	113 Harbert Drive	Beavercreek	45440	(937) 262-9773
OH	East Dayton/Beavercreek	Shooter, Greg	113 Harbert Drive	Beavercreek	45440	(937) 228-3433
OH	Springfield, Moorefield Township	Shooter, Greg	113 Harbert Drive	Beavercreek	45440	(937) 471-4471
OH	South Euclid/Lyndhurst/Pepper Pike	Dobson, Andrew J.	5180 Richmond Road	Bedford Hts	44146	(216) 932-4498
OH	Central Auglaize/Hardin/Logan Counties	Huffman, Scott L.	315 South Elm Street	Bellefontaine	43311	(937) 354-3540
OH	Northwest Stark County	Kolenz, Laurel C.	4884 Higbee Avenue NW Suite 200	Canton	44718	(330) 497-4600
OH	Geauga County	Bowdren, Michael	9900 E. Washington Street	Chagrin Falls	44023	(440) 564-7266
OH	Cheviot and Cleves	Haaser, Kevin	4343 Mayhew Avenue	Cincinnati	45238	(513) 467-6666
OH	East Central Cincinnati	Wright, Patrick A.	1850 Summit Rd.	Cincinnati	45237	(513) 561-7378
OH	West Hamilton/Oxford	Wright, Patrick A.	1850 Summit Road	Cincinnati	45237	(513) 737-8776
OH	Northwest Cincinnati	Roberts, Anthony Paul	2115 Schappelle Lane	Cincinnati	45240	(513) 541-3200
OH	Northeast Cincinnati	Roberts, Anthony Paul	2115 Schappelle Lane	Cincinnati	45240	(513) 530-9688

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
OH	Cincinnati East, North Clermont County	Roberts, Anthony Paul	2115 Schappelle Lane	Cincinnati	45240	(513) 575-4113
OH	South Clermont County	Roberts, Anthony Paul	2115 Schappelle Lane	Cincinnati	45240	(513) 648-3360
OH	Central Cincinnati	Roberts, Anthony Paul	2115 Schappelle Lane	Cincinnati	45240	(513) 334-0732
OH	Downtown Cincinnati/Team Roberts	Roberts, Anthony Paul	2115 Schappelle Lane	Cincinnati	45240	(513) 589-1700
OH	Northwest Dayton	Pedtke, Brian	7501 Jacks Lane	Clayton	45315	(937) 836-0196
OH	West Dayton/Preble County	Pedtke, Brian	7501 Jacks Lane	Clayton	45315	(937) 836-0446
OH	The North Coast	Parker, Kenneth N.	13811 W Parkway Road	Cleveland	44135	(216) 221-3333
OH	Beachwood/Shaker Heights/Cleveland Heights	Dobson, Andrew J.	3794 Lee Road Office C	Cleveland	44128	(216) 464-4498
OH	Downtown Columbus/Team Parker	Parker, Kenneth N.	7440 Pingue Drive	Columbus	43085	(614) 954-1105
OH	Southern Lorain County	Parker, Kenneth N.	6850 Lake Avenue	Elyria	44035	(440) 324-2620
OH	Northwest Cuyahoga County	Parker, Kenneth N.	6856 Lake Avenue	Elyria	44035	(216) 281-4388
OH	Hancock County	Franks, Richard	2042 Tiffin Avenue	Findlay	45840	(419) 299-3774
OH	Licking County	Parker, Kenneth N.	4617 Columbus Road SW	Granville	43023	(740) 587-0938
OH	South Columbus	Parker, Kenneth N.	6002 Groveport Rd.	Groveport	43125	(614) 863-1392
OH	Bowling Green/West Lucas County	Buck, Mike	P.O. Box 244	Holland	43528	(419) 867-8678
OH	Fairborn/Huber Heights	Shooter, Greg	6242 Executive Boulevard	Huber Heights	45424	(937) 237-9707
OH	Northern Summit County	Johnson, Bruce	1546 Georgetown Rd.	Hudson	44236	(330) 650-4486
OH	Southern Scioto	Dunlap, Beverly	P.O. Box 78	Ironton	45638	(740) 534-9210
OH	Jackson	Hughes, Travis P.	P.O. Box 1089	Jackson	45640	(740) 286-2550
OH	Athens	Hughes, Travis P.	P. O. Box 1089	Jackson	45640	(740) 591-9800
OH	Delaware, OH	Cottrill, Richard	740 Radio Drive	Lewis Center	43035	(740) 369-5020
OH	Toledo West	Fosdick, Michal	385 Osage Drive	Maumee	43537	(419) 473-0561
OH	Toledo Southwest	Fosdick, Michal	385 Osage Drive	Maumee	43537	(419) 385-9245
OH	Toledo East	Fosdick, Michal	385 Osage Drive	Maumee	43537	(419) 691-6550
OH	Downtown Toledo	Fosdick, Michal	385 Osage Drive	Maumee	43537	(419) 794-1401
OH	Medina County	Valega, Janis	400 N State Road	Medina	44256	(330) 722-4343
OH	Gateway	Valega, Janis	400 N State Road	Medina	44256	(216) 575-1985
OH	Western Lake County	Valega, Janis	400 N State Road	Medina	44256	(440) 975-9585

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
OH	Ashtabula	Dobson, Andrew J.	8729 State Route 534	Mesopotamia	44439	(440) 319-3360
OH	Middletown/Springboro	Duncan, Jennifer	4645 Emerald Way	Middletown	45044	(513) 422-9200
OH	East Hamilton/Fairfield	Duncan, Jennifer	4645 Emerald Way	Middletown	45044	(513) 858-1071
OH	Warren County	Duncan, Jennifer	4645 Emerald Way	Middletown	45044	(513) 932-3649
OH	New Philadelphia	Dobson, Andrew J.	1007 OH-39	New Philadelphia	44663	(330) 556-4656
OH	Canton	Johnson, Bruce	1409 Portage Street NW A	North Canton	44720	(330) 966-2377
OH	Fairfield County	Parker, Kenneth N.	10540 Allen Road	Pickerington	43147	(740) 756-7003
OH	North Columbiana County	Dobson, Andrew J.	2789 E State Street #10	Salem	44460	(330) 921-4931
OH	Portage County	Johnson, Bruce	9314 State Route 43	Streetsboro	44241-5326	(330) 677-4483
OH	Huron	Gao, James Xiao Yang	280 Heritage Dr.	Tiffin	44883	(419) 443-1790
OH	Downtown Cincinnati/Team Phillips	Phillips, Jason	84 Cummings Drive	Walton	41094	(513) 257-0014
OH	West Mahoning County	Dobson, Andrew J.	3600 Youngstown Road SE	Warren	44484	(330) 609-8543
OH	Southern Trumbull County	Dobson, Andrew J.	3600 Youngstown Road SE	Warren	44484	(330) 392-6355
OH	Cleveland Northeast	Dobson, Andrew J.	3600 Youngstown Road SE	Warren	44484	(216) 770-7378
OH	Newburgh Heights	Dobson, Andrew J.	3600 Youngstown Road SE	Warren	44484	(216) 770-6543
OH	SW Columbus	Parker, Kenneth N.	7440 Pingue Drive	Worthington	43085	(614) 276-9200
OH	Northwest Columbus	Parker, Kenneth N.	7440 Pingue Drive	Worthington	43085	(614) 261-6666
OH	Gahanna	Parker, Kenneth N.	7440 Pingue Drive	Worthington	43085	(614) 478-7475
OH	Upper Arlington	Parker, Kenneth N.	7440 Pingue Drive	Worthington	43085	(614) 261-6666
OH	Northeast Columbus	Parker, Kenneth N.	7440 Pingue Drive	Worthington	43085	(614) 888-5700
OH	West Columbus	Parker, Kenneth N.	7440 Pingue Drive	Worthington	43085	(614) 481-8488
OH	Xenia/Wilmington	Shooter, Greg	29 W. Main Street	Xenia	45385	(937) 372-5399
OH	East Mahoning County	Dobson, Andrew J.	762 Bev Road, Unit 2	Youngstown	44512	(330) 536-7477
OH	Zanesville/Cambridge	Bettinger, Quentin	P.O. Box 908	Zanesville	43702	(740) 844-0977
OK	Bartlesville/Miami	Dickinson, Trenton J.	3996 Wright Road	Bartlesville	74006	(918) 766-0220
OK	North Tulsa County	Davis, Roger	P.O. Box 547	Collinsville	74021	(918) 371-0222
OK	Mayes	Badley, Jerrod W.	28495 E 161st Street S	Coweta	74429	(918) 486-1055

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
OK	Edmond	Jones, David D.	112 NE 138th Street	Edmond	73013	(405) 330-2095
OK	Stillwater	Jones, David D.	112 NE 138th Street	Edmond	73013	(405) 332-2122
OK	North Oklahoma City	Hickman, Nicholas W.	7312 NW 164th Street Suite 100	Edmond	73013	(405) 216-5787
OK	Southwest Oklahoma City	Hickman, Nicholas W.	7312 NW 164th Street Suite 100	Edmond	73013	(405) 216-5518
OK	Midwest City	Jones, David D.	112 NE 138th Street	Edmond	73013	(405) 726-1955
OK	Muskogee/McIntosh Counties	Wilson, Brandon	402 W. Highway 62	Fort Gibson	74434	(918) 913-4490
OK	Tulsa Hills, Sapulpa	Wilson, Brandon	402 W. Highway 62	Fort Gibson	74434	(918) 248-1440
OK	Lawton	Ryan, Aaron A.	1010 SW F Ave.	Lawton	73501	(580) 699-2662
OK	Norman	Bates, Cory	3200 Deskin Drive	Norman	73069	(405) 292-0808
OK	Downtown Oklahoma City, Midtown	Bates, Cory	100 Park Avenue, Suite 700	Oklahoma City	73102	(405) 677-4000
OK	Central Oklahoma City	Stokes, Kristi M.	40 NE 46th Street	Oklahoma City	73105	(405) 252-9400
OK	Moore	Stokes, Kristi M.	40 NE 46th Street	Oklahoma City	73105	(405) 289-9401
OK	Durant	Wilson, Brandon	3808 US-271 N	Powderly	75473	(580) 740-4848
OK	South Tulsa County	Jones, David D.	14690 E. Pine Street	Tulsa	74116-2205	(918) 437-2095
OK	Rogers County	Jones, David D.	14690 East Pine Street	Tulsa	74116	(918) 888-3858
OK	Central Tulsa	Jones, David D.	14690 E Pine Street	Tulsa	74116	(918) 271-5922
OK	Greater Broken Arrow	Jones, David D.	14690 E Pine Street	Tulsa	74116	(918) 250-2300
OR	Benton County	McGinnis, Timothy D.	6835 NE Arnold Avenue	Adair Village	97330	(541) 745-2097
OR	Linn County	McGinnis, Timothy D.	6835 NE Arnold Avenue	Adair Village	97330	(541) 745-3971
OR	Lincoln	McGinnis, Timothy D.	6835 NE Arnold Avenue	Adair Village	97330	(541) 265-7777
OR	Bend	Winslow, John Stewart	90 SE Bridgeford Blvd. Suite A	Bend	97702	(541) 385-7044
OR	North Deschutes, Crook	Winslow, John Stewart	90 SE Bridgeford Blvd., Suite A	Bend	97702	(541) 771-3156
OR	Cedar Mill/Oak Hills	Carley, Jayson	17110 NW Broken TOP Drive	Beverton	97006	(503) 619-6198
OR	North Clackamas/Happy Valley	Pottratz, Wilbur A.	15312 SE 135th Avenue	Clackamas	97015	(503) 652-3997
OR	Coos, Curry	Pinedo, Steve	1023 S Broadway	Coos Bay	97420	(541) 808-2600



State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
OR	Yamhill	McGinnis, Timothy D.	547 N 4th Avenue	Cornelius	97113	(503) 472-9824
OR	Hillsboro/Forest Grove	McGinnis, Timothy D.	547 N 4th Avenue	Cornelius	97113	(503) 648-8513
OR	Gresham	Mesford, Dennis	P.O. Box 235	Gresham	97030	(503) 665-7752
OR	Oregon City/Sandy	Mesford, Dennis	P.O. Box 235	Gresham	97030	(503) 655-7735
OR	North Portland/West Hawthorne	Mesford, Dennis	21640 S.E. Stark Street	Gresham	97030	(503) 907-1161
OR	Clatsop, Columbia Counties	Carley, Jayson	500 Jetty Street	Hammond	97121	(503) 791-6714
OR	Klamath	Weaver, Kristopher C.	2811 Broadmore Street	Klamath Falls	97603	(541) 231-3650
OR	Medford/Ashland	Bestul, John Robert	1492 Burlcrest Drive	Medford	97504	(541) 773-3740
OR	Grants Pass/Central Point	Bestul, John Robert	1492 Burlcrest Drive	Medford	97504	(541) 479-2500
OR	Southwest Portland	Negro, Gabrielle R.	2525 NW Wilson Street	Portland	97210	(503) 777-9739
OR	Southeast Portland	Bucsa, Merci Y.	5100 SE Foster Road	Portland	97206	(503) 427-9535
OR	Northwest Portland	Steen, Nicholas	6710 N Catlin Avenue	Portland	97203	(503) 283-3658
OR	Lake Oswego/West Linn	Steen, Nicholas	6710 N Catlin Avenue	Portland	97203	(503) 635-6233
OR	East Portland	Cercea, Moise	12013 NE Marx ST Bldg 5	Portland	97220	(971) 279-2420
OR	Tigard/Tualatin	Steen, Nicholas	6710 N Catlin Avenue	Portland	97203	(503) 684-5829
OR	Beaverton	Steen, Nicholas	6710 N Catlin Avenue	Portland	97203	(503) 520-9451
OR	Northeast Salem	Bucsa, Merci Y.	5100 SE Foster Road	Portland	97206	(503) 479-3664
OR	Southeast Salem	Bucsa, Merci Y.	5100 SE Foster Road	Portland	97206	(503) 883-8960
OR	Douglas County	Weaver, Kristopher C.	467 Vanessa Way	Roseburg	97471	(541) 530-7044
OR	Salem West	McGinnis, Timothy D.	4307 22nd Avenue NE	Salem	97301	(503) 393-9999
OR	South Eugene/Florence	Sussman, Benjamin M.	1642 N 42nd Street	Springfield	97477	(541) 345-0115
OR	North Eugene/NW Lane County	Sussman, Benjamin M.	136 N. 42nd Street	Springfield	97478	(541) 799-0090
OR	Springfield/East Lane County	Sussman, Benjamin M.	136 N 42nd Street	Springfield	97478	(541) 741-7925
PA	Easton	Davis, Stephen	860 N Kiowa St.	Allentown	18109	(610) 559-9380
PA	Whitehall	Davis, Stephen	860 N Kiowa St.	Allentown	18109	(610) 435-9690
PA	Bethlehem	Davis, Stephen	860 N Kiowa St.	Allentown	18109	(610) 838-0200
PA	Western Lehigh County	Doyle, Charles	1506 S. Albert Street	Allentown	18103	(610) 776-7774
PA	Allentown Central	Doyle, Charles	1506 S. Albert Street	Allentown	18103	(484) 602-9200

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
PA	Altoona	McCullough, Stephen	2309 Union Avenue	Altoona	16602	(814) 946-0119
PA	East Bradford and Susquehanna Counties	Yurka, Danielle Sepe	P.O. Box 224	Athens	18810	(570) 880-0140
PA	Tioga and West Bradford Counties	Yurka, Danielle Sepe	P.O. Box 352	Athens	18810	(570) 880-0305
PA	East Erie	Dobson, Andrew J.	5547 Mahoning Avenue Suite 329	Austintown	44515	(814) 636-6760
PA	Upper Darby	Massey, Richard	301 Carson Drive	Bear	19701	(610) 352-0700
PA	Southern Blair and Bedford County	Weaver, Benjamin J.	P.O. Box 299	Bedford	15522	(814) 624-9083
PA	Langhorne/Bensalem	Paparone, Michael David	890 Tennis Avenue	Bensalem	19020	(215) 245-4855
PA	Fox Chase/Torresdale	Paparone, Michael David	890 Tennis Avenue	Bensalem	19020	(215) 545-5300
PA	Society Hill	Paparone, Michael David	890 Tennis Avenue	Bensalem	19020	(215) 772-1203
PA	Downtown Philadelphia/Team Paparone	Paparone, Michael David	890 Tennis Avenue	Bensalem	10902	(215) 791-0962
PA	Columbia, Montour	McCabe, Sean M.	18 Industrial Drive Suite 18	Bloomsburg	17815	(570) 759-0966
PA	Clarion, Jefferson	Bullers, Jr., Herbert	36 E. Main Street	Brookville	15825	(814) 849-5653
PA	Harrisburg West	Wall, Jr., James R.	444 Railroad Avenue	Camp Hill	17011	(717) 761-2173
PA	Camp Hill	Wall, Jr., James R.	444 Railroad Avenue	Camp Hill	17011	(717) 435-1250
PA	North York	Wall, Jr., James R.	444 Railroad Avenue	Camp Hill	17011	(717) 308-2222
PA	Chambersburg	Myers, Marlin	190 Industrial Drive	Chambersburg	17201	(717) 261-0310
PA	South Philadelphia/SE Delaware County	Graham, Michael	217 Clifton Avenue Suite 9	Collingdale	19023	(610) 237-9700
PA	Fayette County	Grimm, Ralph G.	1211 Avon Drive	Connellsville	15425	(724) 628-3022
PA	Whitemarsh/Cheltenham	DiPrinzio, Andreo	P.O. Box 579	Conshohocken	19428	(610) 834-5405
PA	West Hills	McSorley, Douglas M.	1331 Fifth Avenue	Coraopolis	15108	(412) 299-5520
PA	Reading	Wilson, Timothy R.	1612 East Main Street	Douglassville	19518	(610) 779-8189
PA	Doylestown	DiPrinzio, Andreo	P.O. Box 1081	Doylestown	18901	(215) 348-7755
PA	Pike/NE Monroe Counties	Fabiani, Vincent G.	2575 Millford Road	East Stroudsburg	18301	(570) 296-1177
PA	Southern Monroe County	Fabiani, Vincent G.	2575 Milford Road	East Stroudsburg	18301	(570) 424-2290

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PA	Northern Liberties	Gibbs, James	8 Steelmans Lane	Egg Harbor Township	08234	(215) 791-2302
PA	Western Lancaster County	Levin, Oleg	218 Hershey Road	Elizabethtown	17022	(717) 665-1270
PA	East York	Levin, Oleg	218 Hershey Road	Elizabethtown	17022	(717) 846-6100
PA	Hershey/Harrisburg East	Levin, Oleg	218 Hershey Road	Elizabethtown	17022	(717) 561-1404
PA	Lebanon County	Levin, Oleg	218 Hershey Road	Elizabethtown	17022	(717) 561-1404
PA	West Erie County	Dobson, Andrew J.	4844 Buffalo Road	Erie	16510	(814) 806-1987
PA	Erie	Uhl, Jr., William J.	2808 State Street Suite 101	Erie	16508	(814) 420-4629
PA	Southern Butler County	Kandravy, Peter	P.O. Box 189	Evans City	16033	(724) 473-0745
PA	The Main Line	Lyman, David J.	602 Jeffers Circle, Suites 107	Exton	19341	(610) 640-9533
PA	Central Chester County	Lyman, David J.	602 Jeffers Circle, Suite 107	Exton	19341	(610) 524-0211
PA	Central Delaware County	May, Jr., Michael	119 Springfield Avenue	Folsom	19033	(610) 328-6277
PA	Media	May, Jr., Michael	119 Springfield Avenue	Folsom	19033	(610) 566-5720
PA	Southern Delaware County	O'Donnell, Scott	35 LaCrue Avenue Suite 5	Glen Mills	19342	(484) 841-6669
PA	West Chester	O'Donnell, Scott	35 LaCrue Avenue Suite 5	Glen Mills	19342	(610) 692-8884
PA	Greensburg	Wood, James M.	607 Ludwick Street	Greensburg	15601	(724) 837-8830
PA	Jeannette, Manor	Wood, James M.	607 Ludwick Street	Greensburg	15601	(724) 221-6267
PA	Crawford/NE Venango Counties	Dobson, Andrew J.	93 Sharon Road	Greenville	16125	(814) 350-7651
PA	Hanover Township/Bear Creek	Allen, Jr., Daniel W.	1266 B Sans Souci Parkway	Hanover Township	18706	(570) 822-4700
PA	Warminster	Lutz, Steven	777 Schwab Road, Suite P	Hatfield	19440	(215) 674-8222
PA	Lansdale	Lutz, Steven	777 Schwab Road, Suite P	Hatfield	19440	(215) 368-4110
PA	Blue Bell	Lutz, Steven	777 Schwab Road, Suite P	Hatfield	19440	(215) 643-6116
PA	Abington/Jenkintown	Lutz, Steven	777 Schwab Road, Suite P	Hatfield	19440	(215) 576-8887
PA	Downtown Philadelphia/Team Lutz	Lutz, Steven	777 Schwab Road, Suite P	Hatfield	19440	(267) 603-6416
PA	Indiana County	Weaver, Benjamin J.	2277 Warren Road Suite B	Indiana	15701	(724) 717-4098
PA	Kingston, Pittston City and Wyoming County	Lazo, John S.	210 Division Street	Kingston	18704	(570) 714-0090
PA	Southern Lancaster County	Hughes, Michael	3 Falcon Lane	Lititz	17543	(717) 464-5500
PA	Lancaster East	Hughes, Michael	3 Falcon Lane	Lititz	17543	(717) 519-0767

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
PA	Ebensburg	Weaver, Benjamin J.	6733 Admiral Peary Hwy	Loretto	15940	(814) 472-0800
PA	West Beaver County	Krivan, Jeffrey J.	403 Pennsylvania Avenue	Monaca	15061	(724) 709-7235
PA	East Beaver County	Krivan, Jeffrey J.	403 Pennsylvania Avenue	Monaca	15061	(724) 709-7361
PA	Carbondale/Clarks Summit/Old Forge	Wentling, Kevin	3901 Birney Avenue	Moosic	18507	(570) 235-1646
PA	Wayne and South Lackawanna Counties	Wentling, Kevin	3901 Birney Avenue	Moosic	18507	(570) 969-9470
PA	Williamsport/Montoursville	Kimble, Benjamin L.	2890 Lycoming Mall Drive	Muncy	17756	(570) 546-3500
PA	Lewisburg/Selinsgrove	Kimble, Benjamin L.	2890 Lycoming Mall Drive	Muncy	17756	(570) 523-3300
PA	Norristown	Garcia, Jr., Ruben C.	503 Hurst Alley	Norristown	19401	(610) 272-8520
PA	Manayunk and Chestnut Hill	Garcia, Jr., Ruben C.	503 Hurst Alley	Norristown	19401	(215) 482-0800
PA	South Hills	Wall, Jr., James R.	1951 Lincoln Highway	North Versailles	15137	(412) 825-6002
PA	Metro Pittsburgh East	Wall, Jr., James R.	1951 Lincoln Highway	North Versailles	15137	(412) 672-5400
PA	Monroeville	Wall, Jr., James R.	1951 Lincoln Highway	North Versailles	15137	(412) 825-5480
PA	Wexford	Wall, Jr., James R.	1951 Lincoln Highway	North Versailles	15137	(724) 933-7875
PA	Downtown Pittsburgh/Team Wall	Wall, Jr., James R.	1951 Lincoln Highway	North Versailles	15137	(412) 746-4904
PA	Kennett Square/Oxford	Hughes, Michael	220 Old Baltimore Pike	Nottingham	19362	(610) 268-8620
PA	Pottsville	Wilson, Timothy R.	1375 Centre Turnpike	Orwigsburg	17961	(570) 622-8991
PA	Carbon County, Pocono Pines	Doyle, Charles	P.O. Box 93	Palmerton	18071	(570) 732-9191
PA	Upper Bucks, NW Hunterdon County	McCabe, Sean M.	1501 W Park Avenue	Perkasie	18944	(215) 536-7989
PA	Germantown	McGrory, Michael	P.O. Box 4040	Philadelphia	19118	(215) 848-8875
PA	Overbrook/Wynnefield	Fabiani, Vincent G.	5127 Lancaster Ave.	Philadelphia	19131	(215) 877-6653
PA	Eastern Main Line/Bala Cynwyd	Fabiani, Vincent G.	5127 Lancaster Avenue	Philadelphia	19131	(610) 667-9080
PA	King of Prussia	Fabiani, Vincent G.	5127 Lancaster Avenue	Philadelphia	19131	(610) 337-3330
PA	University City	Fabiani, Vincent G.	5127 Lancaster Avenue	Philadelphia	19131	(215) 877-2113
PA	Pennypack/Bustleton	Barbera, Pietro M.	9800 Ashton Road	Philadelphia	19114	(215) 671-7777
PA	Downtown Philadelphia/Team Fabiani	Fabiani, Vincent G.	5127 Lancaster Avenue	Philadelphia	19131	(215) 877-6653

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
PA	South Park/West Mifflin	McSorley, Douglas M.	1200 Cochrans Mill Road Unit 1R	Pittsburgh	15236	(412) 653-3388
PA	Pottstown/Souderton	Lachowicz, Edward	P.O. Box 741	Pottstown	19464	(610) 327-9644
PA	Adamstown, Mohnton	Paul, Kevin N.	195 Willow Street	Reinholds	17569	(717) 484-0007
PA	Shippensburg/Perry County	Roberts, David P.	10 S Walters Avenue	Shippensburg	17241	(717) 300-3347
PA	New Cumberland/Carlisle	Wall, Jr., James R.	444 Railroad Avenue	Shiremanstown	17011	(717) 435-1068
PA	Somerset County	Sferro, Richard	373 South Pleasant Ave.	Somerset	15501	(814) 445-5800
PA	North East Chester County	Andris, Michael J.	2760 Schuylkill Road	Spring City	19475	(610) 948-2141
PA	Happy Valley	Weaver, Benjamin J.	P.O. Box 464	State College	16801	(814) 996-4603
PA	Levittown	Kelly, William J.	1202 Branagan Drive	Tullytown	19007	(215) 785-1777
PA	Newtown/Yardley/New Hope	Kelly, William J.	1202 Branagan Drive	Tullytown	19007	(215) 579-4423
PA	Mercer County	Dobson, Andrew J.	3600 Youngstown Road SE	Warren	44484	(724) 704-8939
PA	Lawrence County	Dobson, Andrew J.	3600 Youngstown Road SE	Warren	44484	(724) 498-4747
PA	Northeast Pittsburgh	Dobson, Andrew J.	3600 Youngstown Road SE	Warren	44484	(412) 507-9010
PA	Northwest Pittsburgh	Dobson, Andrew J.	3600 Youngstown Road SE	Warren	44484	(412) 507-9091
PA	Southwest Pittsburgh	Dobson, Andrew J.	3600 Youngstown Road SE	Warren	44484	(412) 552-3210
PA	Downtown Pittsburgh/Team Dobson	Dobson, Andrew J.	3600 Youngstown Road SE	Warren	44484	(412) 474-0911
PA	South Washington County	Knopp, James M.	15 Walker Road	Washington	15301	(724) 222-5151
PA	Hazleton/Dallas/Harvey's Lake	Lazo, John S.	125 N. Warren Street	West Hazleton	18202	(570) 714-3828
PA	Sinking Spring, West Reading	Wilson, Timothy R.	9 Bristol Court	Wyomissing	19610	(610) 385-4886
PA	West York/Hanover	Bogden, John	1085 Mill Creek Road	York	17404	(717) 764-0811
RI	East Providence	Luzzi, Dion M.	36 Pershing Street	East Providence	02914	(401) 600-4992
RI	Newport	Luzzi, Dion M.	60 Halsey Street	Newport	02840	(401) 847-8145
RI	East Greenwich/Warwick	Tutsch, Jr., Joseph	1193 Broad St.	Providence	02905	(401) 885-6200
RI	Providence	Tutsch, Jr., Joseph	1193 Broad St.	Providence	02905	(401) 941-5500
RI	Cranston	Tutsch, Jr., Joseph	1193 Broad St.	Providence	02905	(401) 467-4503
RI	Northern Rhode Island	McKendall, Donald	290 Old County Road, Unit 17344	Smithfield	02917- 4128	(401) 949-9955
RI	Washington County	Luzzi, Dion M.	231 High Street Unit 3	Westerly	02891	(401) 315-2337

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
SC	Aiken	York, Jimmy	4354 Whiskey Road	Aiken	29803	(803) 648-3936
SC	North Augusta	York, Jimmy	4354 Whiskey Road	Aiken	29803	(803) 336-1440
SC	Hilton Head, Bluffton	Meacham, Susan	22 Scott Way	Bluffton	29910	(843) 815-6923
SC	Beaufort City, Jasper, South Colleton County	Meacham, Susan	22 Scott Way	Bluffton	29910	(843) 815-6937
SC	The Dutch Fork	Cox, J. Daniel	407 Chapin Road	Chapin	29036	(803) 749-0178
SC	Downtown Charleston	Bowen, Brian H.	1032 Legrand Blvd, Unit B	Charleston	29492	(843) 577-2470
SC	Mount Pleasant	Bowen, Brian H.	1032 Legrand Blvd, Ste. B	Charleston	29492	(843) 884-2258
SC	Richland County	Cox, J. Daniel	112 N. Shorecrest Road	Columbia	29209	(803) 419-0470
SC	Columbia Midtown	Cox, J. Daniel	112 N. Shorecrest Road	Columbia	29209	(839) 238-7231
SC	Southeast Columbia	Cox, J. Daniel	112 N. Shorecrest Road	Columbia	29209	(839) 238-7232
SC	Lexington	Cox, J. Daniel	112 N. Shorecrest Road	Columbia	29209	(803) 955-0342
SC	West Columbia	Cox, J. Daniel	112 N. Shorecrest Road	Columbia	29209	(803) 755-9774
SC	Darlington	Hoover, Phyllis	2141 Harry Byrd Highway	Darlington	29532	(843) 665-0032
SC	South Greenville County	Harloe III, William A.	648 Gentry Memorial Highway	Easley	29640	(864) 737-8776
SC	Oconee/South Anderson Counties	Harloe III, William A.	648 Gentry Memorial Hwy	Easley	29640	(864) 916-4160
SC	Pickens County	Harloe III, William A.	648 Gentry Memorial Highway	Easley	29640	(864) 855-3993
SC	Florence County	Hoover, Phyllis	2600 Pisgah Road	Florence	29501	(843) 665-4949
SC	York County West	Cox, J. Daniel	1974 Carolina Place Drive Unit 116	Fort Mill	29708	(803) 324-5780
SC	Fort Mill	Cox, J. Daniel	1974 Carolina Place Drive Suite 116	Fort Mill	29708	(803) 982-3130
SC	Rock Hill	Cox, J. Daniel	1974 Carolina Place Drive Suite 116	Fort Mill	29708	(803) 982-3131
SC	Anderson	Lee, Johnny M.	1708C Augusta Street #106	Greenville	29605	(864) 224-0285
SC	Greenwood, Abbeville	Owen-Turner, Lorrie	616 Milford Springs Road	Greenwood	29649	(864) 229-6610
SC	East Greenville County	Redmond Jr., John A.	2026 River Road	Greer	29650	(864) 292-3495
SC	Indian Land, Cherokee, Union, and Chester Counties	Pezant, Michael	1057 Red Ventures Drive #145	Indian Land	29707	(803) 581-1570

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
SC	Southern Lancaster, Kershaw, and Fairfield Counties	Pezant, Michael	128 N Hampton Street	Kershaw	29067	(803) 475-7500
SC	Horry County	Diepholz, Robert	418 Bradley Circle	Myrtle Beach	29579	(843) 236-6278
SC	Georgetown County	Diepholz, Robert	418 Bradley Circle	Myrtle Beach	29579	(843) 436-2121
SC	Newberry and Laurens Counties	Kitchens, Jr., Mintford L.	P.O. Box 114	Newberry	29108	(803) 276-0290
SC	Greater Northern Charleston	Ferm, Brandon C.	3609 Ashley Phosphate Road	North Charleston	29418	(843) 552-1226
SC	Dorchester County	Ferm, Brandon C.	3609 Ashley Phosphate Road	North Charleston	29418	(843) 225-5433
SC	Orangeburg	Burger, Jacob M.	P.O. Box 487	Orangeburg	29116	(803) 536-1285
SC	West Greenville County	Lee, Johnny M.	1561 Piedmont Highway	Piedmont	29673	(864) 292-8570
SC	South	Turpin, Brian Christopher	5904 Savannah Hwy	Ravenel	29470	(843) 823-7400
SC	North Spartanburg County	Diepholz, Robert	155 Tradd Street	Spartanburg	29301	(864) 576-2430
SC	South Spartanburg County	Diepholz, Robert	155 Tradd Street	Spartanburg	29301	(864) 576-7499
SC	Summerville	Smith, Reggie	402 Old Trolley Rd. Suite 117	Summerville	29485	(843) 871-6413
SC	Sumter	Prushan, Lee	171 Myrtle Beach Hwy	Sumter	29153	(803) 773-4331
SC	West Cayce	Cox, J. Daniel	1831 Pine Street	West Columbia	29170	(839) 238-7070
SD	Rapid City	Peters, David S.	2830 West Omaha Street	Rapid City	57702	(605) 388-3000
SD	Spearfish	Peters, David S.	2830 W. Omaha Street	Rapid City	57702	(605) 722-2600
SD	West Sioux Falls	Birger, Adam T.	27062 Katie Road, Suite A	Tea	57064	(605) 213-3303
SD	East Sioux Falls	Birger, Adam T.	27062 Katie Road, Suite A	Tea	57064	(605) 777-0481
TN	Blount County	Pope Jr., Max P.	3525 Castle Lane, Suite 1	Alcoa	37701	(865) 982-2332
TN	McMinn, Monroe and Polk Counties	Fowler, John C.	101 S. White St.	Athens	37303	(423) 745-4165
TN	Bartlett/Cordova	Nicholson, Thomas Brent	3215 Appling Road	Bartlett	38133	(901) 382-0900
TN	Southeast Memphis	Nicholson, Thomas Brent	3215 Appling Road	Bartlett	38133	(901) 334-9327
TN	Downtown Memphis	Nicholson, Thomas Brent	3215 Appling Road	Bartlett	38133	(901) 425-9919

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TN	Montgomery County	Nicholson, Thomas Brent	1880 Ashland City Road	Clarksville	37043	(931) 645-1285
TN	Germantown/Collierville	Nicholson, Thomas Brent	109 N. Center Street, Suite C	Collierville	38017	(901) 755-3705
TN	Maury/Giles Counties	Bisig, Justin	222 East James Campbell Blvd	Columbia	38401	(931) 388-4248
TN	Cookeville/Carthage/Smithville/Woodbury	Craighead, Phillip Lee	P.O. Box 49718	Cookeville	38506	(931) 528-9292
TN	Cumberland, Morgan	Jones, Kelly J.	96 Taylors Chapel Road	Crossville	38572	(931) 250-5333
TN	Rhea, Sequatchie	Jones, Kelly J.	96 Taylors Chapel Road	Crossville	38572	(423) 802-3880
TN	Chester, Hardin, Henderson and McNairy Counties	Miller, Jeffrey G.	542 N Church Street	Henderson	38340	(731) 983-0883
TN	Cheatham, Robertson and Dickson Counties	Sullins, Heather P.	229 Innovation Way Suite B	Hendersonville	37075	(615) 672-1905
TN	Sumner County	Sullins, Heather P.	229 Innovation Way	Hendersonville	37075	(615) 822-0200
TN	Campbell, Claiborne, Scott, and Union Counties	Williams, II, James J.	255 Stone Mill Road	Jacksboro	37757	(423) 562-7378
TN	Jackson/Crockett County	Caldwell, David	66 Miller Avenue	Jackson	38305	(731) 423-9944
TN	Johnson City and Washington County	Lindsay, Jackson P.	3204 Hanover Road Suite A	Johnson City	37604	(423) 434-0046
TN	Greene County	Lindsay, Jackson P.	3204 Hanover Road Suite A	Johnson City	37604	(423) 638-1104
TN	Kingsport/Bristol	Swecker, Steven Blake	5351 Fort Henry Drive	Kingsport	37663	(423) 245-5552
TN	Rocky Hill/Sequoyah Hills/South Knoxville	Greenway, John A.	2444 Sutherland Avenue	Knoxville	37919	(865) 862-8907
TN	West Knoxville	Cuthbertson, Jeffrey	3065 Horseshoe Bend Lane	Knoxville	37931	(865) 690-9658
TN	Oak Ridge	Cuthbertson, Jeffrey	3065 Horshoe Bend Lane	Knoxville	37931	(865) 483-3911
TN	Northwest Knoxville	Cuthbertson, Jeffrey	3065 Horshoe Bend Lane	Knoxville	37931	(865) 691-3253
TN	North Knoxville	Cuthbertson, Jeffrey	3065 Horshoe Bend Lane	Knoxville	37931	(865) 947-9992
TN	Sevier, Jefferson	McMillon, Allan	312 Business Street	Kodak	37764	(865) 429-8885
TN	Wilson County	Isaacson, Michael A.	2550 Highway 109 N	Lebanon	37090	(615) 449-5000
TN	South Nashville	Isaacson, Michael A.	2550 Highway 109 North	Lebanon	37090	(615) 331-0200
TN	Loudon	Greenway, John A.	330 Highway 70 W.	Lenoir City	37771	(865) 986-3015
TN	Coffee, Franklin, Warren Counties	Ridner, Patrick O.	1515 Bartlett Drive	Manchester	37355	(931) 723-8088
TN	Bedford, Lincoln, Marshall	Ridner, Patrick O.	1515 Bartlett Drive	Manchester	37355	(931) 684-9467
TN	Midtown Memphis	Clark, Jeffrey Allen	2766 Broad Avenue	Memphis	38112	(901) 454-4975



State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
TN	East Memphis	Nicholson, Thomas Brent	5501 Murray Avenue, Suite B	Memphis	38119	(901) 754-9061
TN	South Rutherford County	Bisig, Justin	880 Butler Drive Suite A	Murfreesboro	37127	(615) 849-9794
TN	Southeast Nashville	Bisig, Justin	880 Butler Drive Suite A	Murfreesboro	37127	(615) 731-4222
TN	South Williamson County	Bisig, Justin	880 Butler Drive Suite A	Murfreesboro	37127	(615) 790-9634
TN	North Rutherford County	Bisig, Justin	880 Butler Drive Suite A	Murfreesboro	37127	(615) 903-9382
TN	North Williamson County	Bisig, Justin	880 Butler Drive Suite A	Murfreesboro	37127	(615) 861-8256
TN	Downtown Nashville/Team Bisig	Bisig, Justin	880 Butler Drive Suite A	Murfreesboro	37127	(615) 307-7000
TN	Belle Meade/West Nashville	Dixon, Robert M.	2322 Clifton Ave.	Nashville	37209	(615) 242-9391
TN	East Nashville, Madison, Goodlettsville	Isaacson, Michael A.	4603 Gallatin Pike	Nashville	37216	(615) 868-5324
TN	North Nashville	Dixon, Robert M.	2321 Merry St.	Nashville	37208	(615) 876-9551
TN	Hermitage/Donelson	Dixon, Robert M.	2321 Merry St	Nashville	37208	(615) 885-3906
TN	Downtown Nashville/Team Dixon	Dixon, Robert M.	2322 Clifton Avenue	Nashville	37209	(615) 350-6583
TN	Downtown Nashville/Team Isaacson	Isaacson, Michael A.	501 Union Street Suite 512	Nashville	37219	(629) 240-5299
TN	Dyersburg/Union City	Caldwell, David	104 E. Highway 77	Newbern	38059	(731) 627-6251
TN	Weakley, Gibson, Carroll Counties	Caldwell, David	104 E. Highway 77	Newbern	38059	(731) 784-4938
TN	East Chattanooga	Cuthbertson, Jeffrey	9028 Jetrail Drive	Ooltewah	37363	(423) 326-1406
TN	South Chattanooga	Cuthbertson, Jeffrey	9028 Jetrail Drive	Ooltewah	37363	(423) 785-3200
TN	North Chattanooga	Cuthbertson, Jeffrey	9028 Jetrail Drive	Ooltewah	37363	(423) 332-7678
TN	Bradley County	Cuthbertson, Jeffrey	9046 Jetrail Drive	Ooltewah	37363	(423) 614-5552
TN	Ooltewah	Cuthbertson, Jeffrey	5463 Watkins Street	Ooltewah	37363	(866) 613-7956
TN	LBL South	Gallimore, Stephen D.	402 E. Wood Street	Paris	38242	(731) 642-1284
TN	Southern Memphis	Metteauer, Jim A.	1160 Stateline Road E	Southaven	38671	(901) 505-0715
TN	Hamblen	Greenway, John A.	210 Shaver Drive	Talbott	37877	(423) 318-6733
TN	Fayette, Haywood, Hardeman	McDowell, Michael Shawn	100 Harris Avenue	Whiteville	38075	(731) 859-4200
TX	Abilene	Hart, Mark D.	4573 FM 18	Abilene	79602	(325) 672-5661
TX	Allen	Longacre, John David	101 N. Greenville Avenue, Suite C437	Allen	75002	(469) 247-4429
TX	East Brownsville	Doniz, Juan	310 E. Main Ave	Alton	78573	(956) 747-3020

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TX	San Juan	Doniz, Juan	1303 W. St. Francis Avenue	Alton	78573	(956) 783-2595
TX	Llano Grande	Doniz, Juan	1303 W. St. Francis Avenue	Alton	78573	(956) 464-1100
TX	North Irving	Weaver, Michael J.	1301 SW 8th Avenue	Amarillo	79101	(972) 986-7677
TX	West Amarillo	Weaver, Michael J.	P.O. Box 6151	Amarillo	79117	(806) 331-4555
TX	East Amarillo	Weaver, Michael J.	1301 SW 8th Avenue	Amarillo	79101	(806) 331-4555
TX	East Arlington	Nicholson, Thomas Brent	814 East Abram Suite B	Arlington	76010	(682) 708-1001
TX	East Central Austin	Olson, Erik S.	7019 Burleson Road	Austin	78744	(512) 420-9886
TX	Southeast Austin	Olson, Erik S.	7019 Burleson Road	Austin	78744	(512) 420-9824
TX	South Austin	Olson, Erik S.	7019 Burleson Road Suite 2	Austin	78744	(512) 796-7721
TX	Southwest Austin	Olson, Erik S.	7019 Burleson Road Suite 2	Austin	78744	(512) 796-9077
TX	Hyde Park, Central Austin	Metteauer, Jim A.	204 W Powell Lane Bldg 5	Austin	78753	(512) 318-2200
TX	NW Austin, N Bee Cave	Metteauer, Jim A.	204 W Powell Lane Bldg 5	Austin	78753	(512) 261-4790
TX	Lake Travis, Lakeway	Metteauer, Jim A.	204 W Powell Lane Bldg 5	Austin	78753	(512) 318-2201
TX	West Lake Hills, Barton Creek	Metteauer, Jim A.	204 W Powell Lane, Bldg 5	Austin	78753	(512) 318-2203
TX	Downtown Austin/Team Olson	Olson, Erik S.	7019 Burleson Road	Austin	78744	(512) 551-9128
TX	Orange/Nederland/Lumberton	Callahan, II, William A.	2125 Stillwater Drive #113	Beaumont	77705	(409) 729-2800
TX	Beaumont	Callahan, II, William A.	2125 Stillwater Drive #113	Beaumont	77705	(409) 212-1977
TX	Clear Lake	Callahan, II, William A.	2125 Stillwater Drive	Beaumont	77705	(281) 486-4716
TX	League City East	Callahan, II, William A.	2125 Stillwater Drive	Beaumont	77705	(281) 557-6100
TX	Hurst-Euless-Bedford	Shaw, Derek D.	3717 Commerce Place Suite E	Bedford	76021	(817) 595-0004
TX	Grapevine/NE Tarrant Co.	Shaw, Derek D.	3717 Commerce Place Suite E	Bedford	76021	(817) 595-2506
TX	West Fort Worth	Shaw, Derek D.	3717 Commerce Place Suite E	Bedford	76021	(817) 560-3086
TX	Coppell and West Addison	Shaw, Derek D.	3717 Commerce Place Suite E	Bedford	76021	(972) 233-8400
TX	Downtown Dallas/Team Shaw	Shaw, Derek D.	3717 Commerce Place Suite E	Bedford	76021	(469) 909-2787
TX	Downtown Fort Worth/Team Shaw	Shaw, Derek D.	3717 Commerce Place Suite E	Bedford	76021	(682) 285-9994

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TX	Bellaire	Norlander, Tom	5233 Bellaire Boulevard, Ste B 179	Bellaire	77401	(713) 266-9294
TX	Brazos Valley	Owens, Greg	707 S. Tabor Avenue	Bryan	77803	(979) 779-3333
TX	Tyler	Meacham, Susan	20958 FM 2493	Bullard	75757	(903) 561-0168
TX	Athens, Palestine	Meacham, Susan	20958 FM 2493	Bullard	75757	(903) 561-0309
TX	Lindale, North Smith County	Meacham, Susan	20958 FM 2493	Bullard	75757	(903) 279-8713
TX	North Arlington	Higginbotham, Bryan	251 SW Wilshire Boulevard #115-B	Burleson	76028	(817) 557-1447
TX	Marble Falls and Lampasas	Tonroy, Andrew Austin	401 Industrial Blvd. Unit D	Burnet	78611	(830) 693-6415
TX	Carrollton	Ciatto, Philip R.	3033 Kellway Drive Suite 124	Carrollton	75006	(972) 446-0383
TX	Far North Dallas	Ciatto, Philip R.	3033 Kellway Drive Suite 124	Carrollton	75006	(972) 386-3808
TX	South Frisco/The Colony	Wilson, David Benjamin	1250 S Oklahoma Drive	Celina	75009	(972) 335-9900
TX	North Frisco/Prosper/Celina	Wilson, David Benjamin	1250 S Oklahoma Drive	Celina	75009	(972) 668-3117
TX	Aubrey/Little Elm	Wilson, David Benjamin	1250 S Oklahoma Drive	Celina	75009	(469) 598-1999
TX	McKinney	Wilson, David Benjamin	1250 S. Oklahoma Parkway	Celina	75009	(469) 714-4955
TX	The Hill Country	Tonroy, Andrew Austin	407 Highway 289	Comfort	78013	(830) 995-4102
TX	Helotes and Leon Springs	Tonroy, Andrew Austin	407 Highway 289	Comfort	78013	(210) 973-7636
TX	Universal City/St. Hedwig	Maggard, Jr., Billy R.	8845 FM - 1976 Unit 108	Converse	78109	(210) 610-6800
TX	Corpus Christi East	Metteauer, Jim A.	5325 Leopard Street	Corpus Christi	78408	(361) 985-6444
TX	Central Corpus Christi	Metteauer, Jim A.	5325 Leopard Street	Corpus Christi	78408	(361) 855-4288
TX	Portland, Rockport	Metteauer, Jim A.	318 Centaurus Street	Corpus Christi	78405	(361) 855-7416
TX	Northwest Dallas	Clark, Richard	5430 LBJ Freeway, Suite 1256	Dallas	75240	(214) 361-7887
TX	East Dallas	Mosley, William Brian	605 1st Avenue	Dallas	75226	(469) 998-6444
TX	Southwest Dallas	Meyer, Shane S	1133 South Madison Avenue	Dallas	75208	(214) 463-5880
TX	Duncanville/DeSoto	Fabish, John Matthew	2919 Hansboro Avenue	Dallas	75233	(972) 224-8800

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TX	Park Cities	Zelaya, Juan	8300 Douglas Avenue Ste 800	Dallas	75225	(214) 522-3000
TX	Northeast Dallas	Conley, Robert	10280 Miller Road	Dallas	75238	(214) 343-3973
TX	Lake Highlands	Conley, Robert	10280 Miller Road	Dallas	75238	(214) 346-0133
TX	South Garland	Conley, Robert	10280 Miller Road	Dallas	75238	(972) 278-7871
TX	Balch Springs	Mosley, William Brian	605 1st Avenue	Dallas	75226	(469) 998-6445
TX	Dallas Love	Weaver, Michael J.	6333 Denton Drive	Dallas	75235	(214) 272-7600
TX	Dallas South	Fabish, John Matthew	2919 Hansboro Avenue	Dallas	75233	(214) 623-8308
TX	Dallas Central	Meyer, Shane S	1133 South Madison, Bldg B	Dallas	75205	(214) 664-9522
TX	Denton	Stokes, Kristi M.	3412 Schuyler Street	Denton	76207	(940) 566-2277
TX	Southeast El Paso/Butterfield	Metteauer, Jim A.	4584 Ripley Drive, Bldg 9	El Paso	79922	(915) 234-2679
TX	West El Paso	Metteauer, Jim A.	4584 Ripley Drive, Bldg. 9	El Paso	79922	(915) 234-2614
TX	East El Paso	Marmolejo, Jacob	6596 Montana Suite E	El Paso	79925	(915) 249-6957
TX	Kaufman County/Cedar Creek	Wiley, Brandon	P.O. Box 1774	Forney	75126	(972) 524-3894
TX	North Richland Hills	Weaver, Michael J.	6333 Airport Freeway Suite 107	Fort Worth	76117	(817) 589-1499
TX	Saginaw	Taft, Danny A.	10101 Hicks Field Road Suite 111	Fort Worth	76179	(817) 813-2997
TX	Eagle Mountain Haslet	Taft, Danny A.	10101 Hicks Field Road Suite 111	Fort Worth	76179	(817) 813-2994
TX	North Fort Worth	Taft, Danny A.	10101 Hicks Field Road Suite 111	Fort Worth	76179	(817) 232-3333
TX	South Fort Worth	Taft, Danny A.	10101 Hicks Field Road Suite 111	Fort Worth	76179	(817) 813-2996
TX	South Central Fort Worth, Edgecliff Village	Nicholson, Thomas Brent	2951 Suffolk Drive Suite 680	Fort Worth	76133	(682) 708-1004
TX	Lake Arlington	Nicholson, Thomas Brent	7435 Pebble Drive	Fort Worth	76118	(817) 460-7766
TX	Southwest Fort Worth	Nicholson, Thomas Brent	7435 Pebble Drive	Fort Worth	76118	(817) 557-6895
TX	East Ft. Worth	Nicholson, Thomas Brent	7435 Pebble Drive	Fort Worth	76118	(817) 293-5553
TX	Downtown Fort Worth/Team Nicholson	Nicholson, Thomas Brent	7435 Pebble Drive	Ft Worth	76118	(817) 259-3103

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TX	Northeast Ft. Worth	Sifuentes, Jose Alberto	4200 Glenview Drive	Ft. Worth	76117	(817) 741-5737
TX	Galveston Island/Lake Jackson	Norlander, Tom	711 43rd Street	Galveston	77550	(409) 762-4411
TX	North Garland	Zelaya, Juan	2920 National Court Ste A	Garland	75041	(972) 496-2441
TX	Grand Prairie	Higginbotham, Bryan	2610 Aviation Parkway	Grand Prairie	75052	(972) 602-1112
TX	Greater Waco	Moore, Theodore R.	116 Ava Drive, Suite A	Hewitt	76643	(254) 224-5999
TX	Medina County	Simonis, Erik A.	324 Co Rd 4631	Hondo	78861	(830) 584-1704
TX	Baytown/Channelview	Meacham, Susan	2436 Peyton Road	Houston	77032	(281) 422-7292
TX	Westfield	Godwin, Gary	P.O. Box 73107	Houston	77273	(281) 907-0018
TX	Kingwood	Meacham, Susan	2436 Peyton Road	Houston	77032	(281) 219-8180
TX	The Woodlands	Meacham, Susan	2436 Peyton Road	Houston	77032	(281) 419-9796
TX	Town	Meacham, Susan	2436 Peyton Road	Houston	77032	(713) 461-2700
TX	Houston Heights	Reyes-Rivera, Ruben	2500 Yale Street	Houston	77008	(281) 643-7772
TX	Lake Conroe, Cleveland	Meacham, Susan	2436 Peyton Road	Houston	77032	(936) 441-8550
TX	Magnolia	Meacham, Susan	2436 Peyton Road	Houston	77032	(281) 356-9991
TX	Champions/1960	Wilson, David Benjamin	11111 Jones Road West	Houston	77065	(281) 890-4948
TX	Cypress	Wilson, David Benjamin	11111 Jones Road West	Houston	77065	(281) 469-2957
TX	Katy North	Wilson, David Benjamin	11111 Jones Road West	Houston	77065	(281) 712-7790
TX	Barker	Wilson, David Benjamin	11111 Jones Road West	Houston	77065	(281) 616-8232
TX	Lakewood	Wilson, David Benjamin	11111 Jones Road West	Houston	77065	(281) 299-3939
TX	Copperfield	Wilson, David Benjamin	11111 Jones Road West	Houston	77065	(281) 656-1373
TX	Nottingham	Wilson, David Benjamin	11111 Jones Road West	Houston	77065	(281) 371-6069
TX	Conroe	Meacham, Susan	2436 Peyton Road	Houston	77032	(936) 271-1800
TX	Humble	Meacham, Susan	2436 Peyton Road	Houston	77032	(281) 318-1920
TX	Lake Houston	Meacham, Susan	2436 Peyton Road	Houston	77032	(281) 973-7911
TX	River Oaks	Meacham, Susan	2436 Peyton Road	Houston	77032	(713) 666-9222

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
TX	Houston Central South	Meacham, Susan	2436 Peyton Road	Houston	77032	(713) 965-7333
TX	Downtown Houston/Team Meacham	Meacham, Susan	2436 Peyton Road	Houston	77032	(713) 965-4333
TX	Taylor, Elgin	Hall, Greg	520 CR 108 Unit 22	Hutto	78634	(512) 642-6870
TX	Hutto	Hall, Greg	520 CR 108 Unit 22	Hutto	78634	(512) 642-6868
TX	Southwest Irving	Perez Ayala Patino, Andres Isaac	439 N Briery Road	Irving	75061	(469) 276-7481
TX	Harlingen/San Benito	Garza, Luis	425 James Richard Closner Ste B	La Feria	78559	(956) 277-0645
TX	Southeast Dallas County	Clark, Richard	1846 Idlewild Lane	Lancaster	75134	(972) 227-0800
TX	North Laredo	Wirsching, III, Joseph	P.O. Box 450950	Laredo	78045	(956) 568-0266
TX	North Austin/SW Williamson County	Blincoe, Robert	1730 County Rd 269, Ste A	Leander	78641	(512) 335-7247
TX	Flower Mound/Lewisville	Mondy, John	P.O. Box 294877	Lewisville	75029	(972) 420-4771
TX	Longview	Hammack, Brad	1501 W. Cotton St.	Longview	75604	(903) 238-8100
TX	Southwest Lubbock	Mowery, Joel	7477 County Rd 7000	Lubbock	79407	(806) 780-6311
TX	South Lubbock	Mowery, Joel	7477 County Road 7000	Lubbock	79407	(806) 319-8391
TX	Houston Central East	Olson, Erik S.	33550 Pinehurst Loop	Magnolia	77355	(832) 351-2436
TX	Houston Central North	Olson, Erik S.	33550 Decker Prairie Road	Magnolia	77355	(832) 351-2435
TX	Downtown Houston/Team Olson	Olson, Erik S.	33550 Decker Prairie Road	Magnolia	77355	(281) 501-2050
TX	South Arlington	Higginbotham, Bryan	105 E. Oak Street, #203	Mansfield	76063	(817) 557-1505
TX	McAllen	Doniz, Juan	P.O. BOX 720728	McAllen	78504	(956) 631-0348
TX	East Mission/South Edinburg	Doniz, Juan	P.O. Box 720728	McAllen	78504	(956) 585-3433
TX	Mesquite	Wiley, Brandon	P.O. Box 851717	Mesquite	75185	(972) 329-4747
TX	Midland	Holloway, Carol M.	P.O. Box 8244	Midland	79708	(432) 620-0086
TX	Lufkin/S. Nacogdoches County	Hammack, Brad	P.O. Box 635370	Nacogdoches	75963	(936) 559-0404
TX	Friendswood/Pearland	Munoz, Pat	P.O. Box 2754	Pearland	77588- 2754	(281) 412-6211
TX	South Pasadena	Munoz, Pat	P. O. Box 2754	Pearland	77588	(713) 472-4162
TX	Stafford, Missouri City North	Munoz, Pat	2537 Roy Road	Pearland	77581	(346) 229-5540
TX	Fresno	Munoz, Pat	2537 Roy Road	Pearland	77581	(346) 229-5539

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
TX	Downtown Houston/Team Wilson	Wilson, David Benjamin	2000 Huntley Parkway	Pelham	35124	(281) 914-4044
TX	Downtown Dallas/Team Wilson	Wilson, David Benjamin	2000 Huntley Parkway	Pelham	35124	(972) 885-2400
TX	Pflugerville	Jones, David D.	2420 Patterson Industrial Drive	Pflugerville	78660	(512) 990-4776
TX	East Round Rock	Jones, David D.	2420 Patterson Industrial Drive	Pflugerville	78660	(512) 851-1876
TX	Georgetown, Florence, Sun City	Jones, David D.	2420 Patterson Industrial Drive	Pflugerville	78660	(512) 843-5943
TX	Northeast Austin, The Domain	Jones, David D.	2420 Patterson Industrial Drive	Pflugerville	78660	(737) 497-0001
TX	Downtown Austin/Team Jones	Jones, David D.	2420 Patterson Industrial Drive	Pflugerville	78660	(737) 304-7371
TX	Central Plano	Shaw, Derek D.	7800 Preston Road Suite 132	Plano	75024	(945) 348-5804
TX	East Plano	Shaw, Derek D.	2600 K Avenue Suite #224	Plano	75074	(972) 578-1644
TX	West Plano	Shaw, Derek D.	7800 Preston Road Suite 132	Plano	75024	(469) 829-4830
TX	Paris	Wilson, Brandon	3808 US-271 N	Powderly	75473	(903) 784-2700
TX	Northeast Collin County/Greenville	Atkins, Keith W.	10850 County Road 442	Princeton	75407	(972) 548-6044
TX	Richardson	Zelaya, Juan	2435 N. Central Expy Suite 1200	Richardson	75080	(972) 690-1414
TX	Highland Village	Stone, Harrison R.	5230 Kelly Drive	Roanoke	76262	(940) 241-3434
TX	Richmond, Rosenberg	Norlander, Tom	1700 Callender Street	Rosenberg	77471	(281) 342-5326
TX	Fulshear	Norlander, Tom	1700 Callender Street	Rosenberg	77471	(281) 342-6482
TX	Sienna Plantation, Needville	Norlander, Tom	1700 Callender Street	Rosenberg	77471	(281) 342-6472
TX	Rockwall/Rowlett	Longacre, John David	8301 Lakeview Parkway 111-245	Rowlett	75088	(214) 607-1900
TX	San Angelo	Hart, Mark D.	746 Warehouse Road	San Angelo	76903	(325) 942-0414
TX	Northwest San Antonio	Hall, Greg	11591 Galm Road	San Antonio	78254	(210) 521-3313
TX	Alamo Ranch	Galligan, Sean M.	11509 FM 1957	San Antonio	78253	(210) 670-9591
TX	Braun Station	Simonis, Erik A.	5212 Heath Road	San Antonio	78250	(210) 267-2159
TX	Stone Oak	Conner, Fleming R.	18847 Redland Rd, Ste 103	San Antonio	78259	(210) 858-9696
TX	Northeast San Antonio	Hart, Mark D.	10601 Sentinel Drive	San Antonio	78217	(210) 653-4651

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
TX	North Central San Antonio	Richards, Jared F.	12103 Radium Street, Suite 101	San Antonio	78216	(210) 899-1017
TX	Alamo Heights	Simonis, Erik A.	107 Elmhurst Suite B	San Antonio	78209	(210) 822-2063
TX	East San Antonio	Maggard, Jr., Billy R.	2730 S Foster Road	San Antonio	78220	(210) 757-0275
TX	La Vernia, Pleasanton	Maggard, Jr., Billy R.	2730 S. Foster Road	San Antonio	78220	(830) 767-0500
TX	Olmos Park	Richards, Jared F.	12103 Radium Street Suite 101	San Antonio	78216	(210) 348-2911
TX	Cuero, Hallettsville, Edna	Maggard, Jr., Billy R.	2730 S. Foster Road	San Antonio	78220	(361) 248-2388
TX	Downtown San Antonio/Team Simonis	Simonis, Erik A.	107 Elmhurst Avenue Suite B	San Antonio	78209	(210) 714-3131
TX	San Marcos	Friermuth, K. Doug	1222 Old Martindale Road	San Marcos	78666	(512) 396-8225
TX	Dripping Springs, Canyon Lake, Bulverde	Friermuth, K. Doug	1222 Old Martindale Road	San Marcos	78666	(830) 326-9640
TX	Kyle, Buda	Friermuth, K. Doug	1222 Old Martindale Road	San Marcos	78666	(737) 304-0377
TX	New Braunfels	Friermuth, K. Doug	1222 Old Martindale Road	San marcos	78666	(830) 625-0578
TX	Southern Travis County, Lockhart	Friermuth, K. Doug	1222 Old Martindale Road	San Marcos	78666	(737) 290-0105
TX	Downtown San Antonio/Team Friermuth	Friermuth, K. Doug	1222 Old Martindale Road	San Marcos	78666	(210) 243-0724
TX	Schertz Central, Cibolo	Galligan, Sean M.	9360 Corporate Drive, Suite 103	Selma	78154	(830) 406-2030
TX	Seguin, Gonzales	Galligan, Sean M.	9360 Corporate Drive Suite 103	Selma	78154	(830) 379-7474
TX	Sherman/Denison	Shaw, Derek D.	159 Ken Drive	Sherman	75092	(903) 893-7166
TX	Sugar Land	Hart, Mark D.	740 Industrial Boulevard	Sugar Land	77478	(281) 313-1338
TX	Temple	Owens, Greg	245 S. General Bruce Drive	Temple	76504	(254) 771-3055
TX	Texarkana	Burkett, Terry L.	P.O. Box 6070	Texarkana	75505-6070	(903) 832-4400
TX	Spring/Tomball	Olson, Erik S.	P.O. Box 1366	Tomball	77377	(281) 374-6454
TX	Victoria	Hart, Mark D.	2504 E. Rio Grande St.	Victoria	77901	(361) 573-6000
TX	Waco	Bailey, Roger	P.O. Box 21193	Waco	76702	(254) 756-4300
TX	Waxahachie/Midlothian	Carey, Addison	3650 South Highway 287	Waxahachie	75165	(972) 935-0827
TX	Ennis/Red Oak	Carey, Addison	3650 South Highway 287	Waxahachie	75165	(972) 937-1494
TX	Parker	Guynes, Charles	P.O. Box 2620	Weatherford	76086	(817) 596-8714
TX	Bastrop, Fayette County	Kuehler, Robert J.	1020 E Hwy 71	West Point	78963	(737) 302-1373



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TX	Wichita Falls	Ryan, Aaron A.	5405 Centime Drive Suite 100	Wichita Falls	76305	(940) 263-1550
UT	Cedar City/Fillmore	Jennings, Matt	872 N. 2225 West Circle #B	Cedar City	84721	(435) 251-9241
UT	North Utah County	Hamann, Thomas Scott	967 West 240 North	Lindon	84042	(801) 785-5228
UT	Provo	Hamann, Thomas Scott	967 West 240 North	Lindon	84042	(801) 226-1363
UT	Lehi	Hamann, Thomas Scott	967 West 240 North	Lindon	84042	(801) 785-4190
UT	Orem	Hamann, Thomas Scott	967 West 240 North	Lindon	84042	(385) 330-1533
UT	South Utah County	Hamann, Thomas Scott	967 West 240 North	Lindon	84042	(385) 330-1531
UT	West Utah County	Hamann, Thomas Scott	967 West 240 North	Lindon	84042	(385) 330-1532
UT	Downtown Salt Lake City/Team Hamann	Hamann, Thomas Scott	967 West 240 North	Lindon	84042	(801) 406-8550
UT	Bountiful	Grimstead, Joshua S.	900 N. 400 W., #4	North Salt Lake	84054	(801) 298-4272
UT	Layton/Kaysville	Grimstead, Joshua S.	900 N. 400 West, #4	North Salt Lake	84054	(385) 489-1889
UT	Downtown Salt Lake City/Team Grimstead	Grimstead, Joshua S.	900 N. 400 W., #4	North Salt Lake	84054	(801) 501-9400
UT	NE Salt Lake City/Park City	Driggs, Andrew West	2212 S West Temple #50	Salt Lake City	84115	(801) 462-2226
UT	West Jordan	Tatom, Bradley	611 W 9560 S Suite A	Sandy	84070	(801) 282-6366
UT	South Jordan/North Draper	Tatom, Bradley	611 W 9560 S Ste A	Sandy	84070	(801) 572-2828
UT	Holladay/Cottonwood	Tatom, Bradley	611 W 9560 S, Suite A	Sandy	84070	(801) 282-0473
UT	Murray/Midvale/Cottonwood Heights	Tatom, Bradley	611 W 9560 S, Suite A	Sandy	84070	(801) 432-7023
UT	Sandy	Driggs, Jr., Matthew W.	8415 South 700 West Unit 1	Sandy	84070	(801) 316-3090
UT	St. George	Tatom, Bradley	1136 E 200 S	St. George	84790	(435) 656-9061
UT	Brigham City	Gunderson, Matthew W.	92 North 200 West	Tremonton	84337	(435) 339-1999
UT	Ogden	Rich, David J.	2020 Painter Lane	West Haven	84401	(801) 731-8300
UT	Clearfield	Rich, David J.	2020 Painter Lane	West Haven	84401	(801) 985-8803
UT	West Valley City	Grimstead, Joshua S.	2550 S Decker Lake Blvd #23	West Valley City	84119	(801) 975-1305
VA	Alexandria	Warnecki, William Thomas	113 Clermont Avenue	Alexandria	22304	(703) 739-2800
VA	Springfield/Mt. Vernon	Usman, Muhammad	5701 General Washington Drive Suite O	Alexandria	22312	(703) 644-0620

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VA	Rose Hill/Fort Hunt	Warnecki, William Thomas	113 Clermont Ave.	Alexandria	22304	(703) 665-7420
VA	McLean	Wilson, Daniel R.	4270 John Marr Drive #844	Annandale	22003	(703) 448-8444
VA	Annandale-Falls Church	Wilson, Daniel R.	4270 John Marr Drive #844	Annandale	22003	(703) 237-8800
VA	South Arlington	Wilson, Daniel R.	4270 John Marr Drive #844	Annandale	22003	(703) 229-0260
VA	Hanover, Goochland	Butler, David E.	306 Ashcake Rd, Ste H	Ashland	23005	(804) 730-6788
VA	North Prince William County	Usman, Muhammad	8965 Chianti Ter	Bristow	20136	(703) 368-4399
VA	Chantilly	Wall, Jr., James R.	14101 Parke Long Ct, Suite K	Chantilly	20151	(703) 830-5800
VA	Burke-Clifton-Fairfax Station	Wall, Jr., James R.	14101 Parke Long Ct, Suite K	Chantilly	20151	(703) 250-6300
VA	New Kent/Williamsburg/Northern Neck	Butler, David (Joey)	100 Roxbury Industrial Center	Charles City	23030	(804) 966-1400
VA	York/James City County/Poquoson	Butler, David (Joey)	100 Roxbury Industrial Center	Charles City	23030	(757) 229-3442
VA	Charlottesville	Lindsay, Jackson P.	1610 C Quail Run	Charlottesville	22911	(434) 977-5850
VA	Chesapeake North	Bahen, Andrew M.	2244 Steppingstone Square	Chesapeake	23320	(757) 465-9700
VA	Hampton North	Bahen, Andrew M.	2244 Steppingstone Square	Chesapeake	23320	(757) 825-9700
VA	Chesapeake South	Bahen, Andrew M.	2244 Steppingstone Square	Chesapeake	23320	(757) 523-9700
VA	Norfolk West	Bahen, Andrew M.	2244 Steppingstone Square	Chesapeake	23320	(757) 625-1245
VA	Portsmouth	Bahen, Andrew M.	2244 Steppingstone Square	Chesapeake	23320	(757) 397-3770
VA	Montgomery	Mongan, William Quinn	110 Fisher Street	Christiansburg	24073	(540) 731-3080
VA	Danville, Pittsylvania County	Parsons, II, Robert L.	218 Boatwright Avenue	Danville	24541	(434) 822-3010
VA	Woodbridge/Lorton	Wenger, Barry	4222 Fortuna Center Plaza #160	Dumfries	22025	(703) 494-7100
VA	Fredericksburg	Wenger, James D.	11001-B Pierson Drive	Fredericksburg	22408	(540) 373-7000
VA	Winchester	Warnecki, William Thomas	138 Kelley Court Suite #10	Front Royal	22630	(540) 665-0575
VA	Lynchburg/Bedford	Clarke, Earl	9628 E Lynchburg Salem Turnpike	Goode	24556	(434) 525-9559
VA	Harrisonburg/Rockingham County	Hall, William John	431 Pleasant Valley Road	Harrisonburg	22801	(540) 433-6100
VA	Augusta County	Hall, William John	431 Pleasant Valley Road	Harrisonburg	22801	(540) 609-5100
VA	Dale City/Lake Ridge	Wenger, Barry	4196 Merchant Plaza #349	Lake Ridge	22192	(703) 583-8484

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VA	Manassas	Usman, Muhammad	12103 Cadet Court	Manassas	20109	(703) 656-9028
VA	Chesterfield	Bahen, Andrew M.	12200 Deergrove Road	Midlothian	23112	(804) 378-2323
VA	Tri-Cities Plus	Bahen, Andrew M.	12200 Deergrove Road	Midlothian	23112	(804) 458-7290
VA	Richmond	Bahen, Andrew M.	12200 Deergrove Road	Midlothian	23112	(804) 740-6151
VA	Henrico County	Bahen, Andrew M.	12200 Deergrove Road	Midlothian	23112	(804) 288-2525
VA	Newport News	Gilbert, Janet L.	527 J Clyde Morris Blvd	Newport News	23601	(757) 244-8467
VA	Kempsville/Military Circle	Gilbert, Janet L.	952 Norfolk Square	Norfolk	23502	(757) 479-4447
VA	Louisa, Orange	Cram Jr, Russell J	199 N. Madison Road	Orange	22960	(540) 513-3111
VA	Reston/Herndon	Usman, Muhammad	1900 Campus Commons Drive Suite 100	Reston	20191	(703) 471-6040
VA	Emporia/South Boston	Phillips, Stephen C.	801 Julian Allsbrook Hwy	Roanoke Rapids	27870	(434) 262-6792
VA	South Roanoke County	Mongan, William Quinn	1301 Southside Drive	Salem	24153	(540) 389-5818
VA	North Roanoke County	Mongan, William Quinn	1301 Southside Drive	Salem	24153	(540) 375-8985
VA	North Arlington	Patel, Kalpesh	25387 Pleasant Valley Rd, Unit 155	South Riding	20152	(703) 243-6666
VA	Loudoun County	Patel, Kalpesh	25387 Pleasant Valley Rd, Unit 160	South Riding	20152	(703) 450-4504
VA	Fairfax/Vienna/Oakton	Patel, Kalpesh	25387 Pleasant Valley Rd, Unit 160	South Riding	20152	(703) 281-2388
VA	West Springfield/Newington	Patel, Kalpesh	25387 Pleasant Valley Rd, Unit 155	South Riding	20152	(703) 440-4071
VA	North Stafford County	Ciorcila, Ionel	2650 Jefferson Davis Hwy #1149	Stafford	22554	(540) 720-1535
VA	Suffolk/Smithfield/Franklin	Hardison, Joey	P.O. Box 68	Suffolk	23439	(757) 934-8404
VA	Virginia Beach	Simeone, Margaret	2633 Production Road	Virginia Beach	23454	(757) 431-1400
VA	Green Run	Simeone, Margaret	2633 Production Road	Virginia Beach	23454	(757) 938-5089
VA	Oceana/Damneck	Simeone, Margaret	2633 Production Road	Virginia Beach	23454	(757) 424-1400
VA	Culpeper	Usman, Muhammad	6581 Commerce Ct	Warrenton	20187	(540) 423-6688
VT	Windham	Paul, Derek A.	20 Harvest Park Road, #2	Ascutney	5030	(802) 674-8004
VT	Winooski/Stowe	Fields, Jeffrey R.	195 Acorn Lane	Colchester	5446	(802) 655-7797

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VT	Bennington	Flood, John M.	1481 Murphy Hill Road	North Bennington	5257	(802) 375-1500
VT	Burlington/Middlebury	La Brie, Colin D.	45 Commerce Avenue Unit 1	S Burlington	5403	(802) 497-1101
WA	Grays Harbor	Winkle, Dean	P.O. Box 708	Aberdeen	98520	(360) 533-8667
WA	Marysville/Arlington	Leavens, Paul	17823 63rd Avenue NE	Arlington	98223	(360) 658-0506
WA	Whatcom County East	Leavens, Paul	808 Marine Drive	Bellingham	98225	(360) 733-1800
WA	Whatcom County West	Leavens, Paul	808 Marine Drive	Bellingham	98225	(360) 788-4158
WA	Kitsap County	McCann, Terry W.	3439 WA-3	Bremerton	98312	(360) 373-1290
WA	Skagit County	Leavens, Paul	333 North Hill Blvd.	Burlington	98233	(360) 873-8744
WA	Island County	Leavens, Paul	333 N Hill Blvd	Burlington	98233	(360) 682-0021
WA	Federal Way	McDonald, Kirk L.	1908 S 341st Pl	Federal Way	98003	(253) 838-8999
WA	Gig Harbor/North Tacoma	Betcher, Carl	P.O. Box 2238	Gig Harbor	98335	(253) 851-6711
WA	Mason County	Betcher, Carl	P.O. Box 2238	Gig Harbor	98335	(360) 427-9332
WA	Issaquah East	McDonald, Kirk L.	22525 SE 64th Place, Suite 200	Issaquah	98027	(425) 313-3100
WA	Tri Cities West	Friermuth, K. Doug	7500 W Yellowstone Avenue	Kennewick	99336	(509) 943-9290
WA	Kent	McDonald, Kirk L.	8320 South 208th Street, Suite H 101	Kent	98032	(253) 850-1500
WA	Bellevue West	McDonald, Kirk L.	8320 S. 208th Street, H-101	Kent	98032	(425) 454-3900
WA	Renton Central	McDonald, Kirk L.	8320 S. 208th Street H-101	Kent	98032	(425) 255-2227
WA	Bellevue East	McDonald, Kirk L.	8320 S. 208th Street H-101	Kent	98032	(425) 643-1200
WA	Burien	McDonald, Kirk L.	8320 S 208th Street, Suite H101	Kent	98032	(206) 347-1840
WA	Seattle South	McDonald, Kirk L.	8320 South 208th Street, Suite H101	Kent	98032	(206) 970-2606
WA	East Renton	McDonald, Kirk L.	8320 South 208th Street, Suite H101	Kent	98032	(425) 358-5003
WA	Kirkland	Deranteriassian, Tamara	11834 NE 112th Street	Kirkland	98033	(425) 820-0080
WA	Longview/Kelso	Grady, Albert	1425 Alabama St, Ste M	Longview	98632	(360) 703-3884
WA	Lynnwood	Baldrige, Leslie Lemm	19327 21st Ave W	Lynnwood	98036	(425) 774-1148
WA	Edmonds	Baldrige, Leslie Lemm	19327 21st Ave W	Lynnwood	98036	(425) 775-5723

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WA	Olympia	Fitzgerald, Thomas	P.O. Box 694	Olympia	98507-0694	(360) 754-9689
WA	Auburn/Enumclaw	Friermuth, K. Doug	14224 Pioneer Way E	Puyallup	98372	(253) 735-2919
WA	Puyallup/Sumner	Friermuth, K. Doug	14224 Pioneer Way E	Puyallup	98372	(253) 848-0800
WA	Lacey	Friermuth, K. Doug	14224 Pioneer Way E	Puyallup	98372	(360) 438-2066
WA	Franklin County	Friermuth, K. Doug	14224 Pioneer Way E	Puyallup	98372	(509) 876-2813
WA	Redmond	Alling, Steven	14915 NE 95th Street	Redmond	98052	(425) 869-1111
WA	Central Seattle	McDonald, Kirk L.	900 Lenora Street	Seattle	98121	(206) 282-9500
WA	Seattle Northeast	McDonald, Kirk L.	12570 33rd Ave, N.E.	Seattle	98125	(206) 362-9295
WA	West Seattle	McDonald, Kirk L.	4700 42nd Avenue SW, Suite 535	Seattle	98116	(206) 932-9033
WA	Clallam and Jefferson County	Bourns, Robert Evans M.	321 W Pine St.	Sequim	98382	(360) 683-0773
WA	North Everett/Lake Stevens/Monroe	Leavens, Paul	1830 Bickford Ave, Ste 101	Snohomish	98290	(360) 243-8313
WA	South Everett	Leavens, Paul	1830 Bickford Avenue Suite 101	Snohomish	98290	(425) 367-4484
WA	Northwest Spokane	Knight, Steve	4625 E. Trent Avenue	Spokane	99212-1342	(509) 487-4700
WA	South	Knight, Steve	4625 E. Trent Avenue	Spokane	99212-1342	(509) 534-0566
WA	The Spokane Valley	Knight, Steve	4625 E. Trent Avenue	Spokane	99212-1342	(509) 926-6140
WA	Northeast Spokane	Knight, Steve	4625 E Trent Avenue	Spokane	99212-1342	(509) 474-9144
WA	Tacoma	Shaw, Lloyd	P.O. Box 1173	Tacoma	98401	(253) 896-3000
WA	University Place/Lakewood West	Shaw, Lloyd	P.O. Box 1173	Tacoma	98401	(253) 564-1494
WA	Yakima East	Leavens, Paul	700 W Valley Mall Blvd #100	Union Gap	98290	(509) 972-6707
WA	Yakima West	Leavens, Paul	700 W Valley Mall Blvd #100	Union Gap	98903	(509) 972-6671
WA	E. Vancouver/Clark Co.	McGraw, Paul	P.O. Box 2526	Vancouver	98668	(360) 254-0049
WA	W. Vancouver/Clark Co.	McGraw, Paul	P.O. Box 2526	Vancouver	98668	(360) 695-4418
WA	Shoreline/Woodinville	Ells, Travis	7533 W. Bostian Road	Woodinville	98072	(425) 486-8383
WA	Seattle Northwest	Ells, Travis	7533 W. Bostian Road	Woodinville	98072	(206) 789-2300

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
WI	Barron, Dunn	Klar, Andrea M.	1245 Nelson Drive	Boyceville	54725	(715) 643-7171
WI	Madison North	Pope, Sarah L.	5959 Haase Road	DeForest	53532	(608) 221-1818
WI	Madison South	Pope, Sarah L.	5959 Haase Road	DeForest	53532	(608) 221-1818
WI	East Brown County	Snyder, Charles J.	516 N. 8th Street	DePere	54115	(920) 499-7050
WI	West Brown County	Snyder, Charles J.	516 N 8th Street	Depere	54114	(920) 434-8224
WI	Eau Claire	Hanaman, Thomas E.	323 N. Dewey Street	Eau Claire	54703	(715) 834-3473
WI	Hayward	Klar, Andrea M.	12826N US Highway 63	Hayward	54843	(715) 634-0699
WI	The Saint Croix Valley	Lick, Christopher J.	3450 Yoerg Drive	Hudson	54016	(715) 381-2266
WI	South Rock County	Weber, Timothy	1506 Center Avenue	Janesville	53546	(608) 754-7202
WI	North Rock County	Weber, Timothy	1506 Center Avenue	Janesville	53546	(608) 754-7202
WI	Jefferson County/Oconomowoc	Pope, Sarah L.	148 E. Milwaukee Street #1014	Jefferson	53549	(920) 674-3002
WI	North Kenosha County	Stirlen, Bryce	4235 Green Bay Road Suite 5A	Kenosha	53144	(262) 764-7231
WI	West Milwaukee	Stirlen, Bryce	4235 Green Bay Road Suite 5A	Kenosha	53144	(414) 405-9745
WI	Cudahy/St. Francis	Stirlen, Bryce	4235 Green Bay Road Suite 5A	Kenosha	53144	(414) 435-8789
WI	Lake Geneva	Weber, Timothy	120 E. Sheridan Springs Rd.	Lake Geneva	53147	(262) 248-7588
WI	Milwaukee North	Cowell, Bradley S.	N92 W15600 Megal Drive	Menomonee Falls	53051	(414) 354-7566
WI	East Central Waukesha County	Cowell, Bradley S.	N92 W15600 Megal Drive	Menomonee Falls	53051	(262) 782-1700
WI	Northeast Waukesha County	Cowell, Bradley S.	N92 W15600 Megal Drive	Menomonee Falls	53051	(262) 250-1101
WI	Ozaukee County	Cowell, Bradley S.	N92 W15600 Megal Drive	Menomonee Falls	53051	(262) 242-8888
WI	Appleton	Snyder, Charles J.	1066 American Drive	Neenah	54956	(920) 832-1110
WI	Winnebago County	Snyder, Charles J.	1066 American Drive	Neenah	54956	(920) 233-1110
WI	Platteville, Monroe	Wiedenman, Todd	455 W Adams Street	Platteville	53818	(608) 348-2225
WI	Racine County	Weber, Timothy	5626 21st Street	Racine	53406	(262) 633-8888
WI	South Kenosha County	Oremus, Michael	1000 Lotus Drive, Unit 6	Silver Lake	53170	(262) 332-7044

State	Franchise Name	Primary Owner	Address	City	ZIP	Business Phone
WI	Southeast Milwaukee County	Baucom, Jonathan E.	2430 Tenth Avenue	South Milwaukee	53172	(414) 421-3500
WI	Southeast Waukesha County/West Franklin	Baucom, Jonathan E.	2430 Tenth Avenue	South Milwaukee	53172	(262) 895-5540
WI	La Crosse County	Norris, Vincent	2451 Riley Road	Sparta	54656	(608) 786-0387
WI	Adams, Crawford, Vernon, South Monroe	Norris, Vincent	2451 Riley Road	Sparta	54656	(608) 487-9758
WI	Wausau	Nelson, Brice W.	5217 Heffron Court	Stevens Point	54481	(715) 370-7181
WI	Stevens Point	Nelson, Brice W.	5217 Heffron Court	Stevens Point	54481	(715) 544-4855
WI	NW Wisconsin Rapids, Marshfield	Nelson, Brice W.	5217 Heffron Ct	Stevens Point	54481	(715) 321-6058
WI	Pewaukee	Kaun, Ryan W.	N63W22639 Main Street	Sussex	53089	(262) 696-6336
WI	Southern Washington County	Kaun, Ryan W.	N63W22639 Main Street	Sussex	53089	(262) 229-7522
WI	Dane County West	McEllistrem, James Christopher	275 Bruce Street, Suite 125	Verona	53593	(608) 497-3331
WI	Southwest Waukesha County	Pope, Sarah L.	1416 Poplar Drive Suite A	Waukesha	53188	(262) 542-0900
WV	Beckley	Kelly, Steven J.	416 City Avenue	Beckley	25801	(304) 253-6633
WV	Panhandle West	Warnecki, William Thomas	138 Kelley Ct. #10	Front Royal	22630	(304) 263-0640
WV	Panhandle East	Warnecki, William Thomas	138 Kelley Ct. #10	Front Royal	22630	(304) 433-8242
WV	Huntington	Rowe, Jerry	1049 12th Street, W.	Huntington	25704	(304) 429-2233
WV	Morgantown	Grimm, Ralph G.	714 Venture Drive #200	Morgantown	26508	(304) 291-3434
WV	Teays Valley	Lindsay, Jackson P.	7 Poverty Lane	Nitro	25143	(304) 755-9510
WV	North Kanawha Valley	Lindsay, Jackson P.	7 Poverty Lane	Nitro	25143	(304) 343-6170
WV	Wood, Ritchie	Miller, James A.	2400 Gihon Road	Parkersburg	26101	(304) 428-7378
WY	Jackson Hole	Maras, Andrew J.	112900 US Hwy 89	Alpine	83128	(307) 342-1400
WY	Casper	Sleep, Gerald	P.O. Box 1982	Casper	82602	(307) 235-6558
WY	Casper - BSM	Sleep, Gerald	P.O. Box 1982	Casper	82602	(307) 797-0549
WY	Cheyenne	Hernandez, Ricardo A.	P.O. Box 20632	Cheyenne	82003	(307) 514-9011
WY	Gillette, Sheridan	Peters, David S.	5481 Swanson Road	Gillette	82718	(307) 228-1559

**FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENTS  
BUT HAVE NOT YET OPENED FOR BUSINESS AS OF DECEMBER 31, 2023**

<b>Primary Owner</b>	<b>City</b>	<b>State</b>	<b>Telephone</b>
Paquette, Brayton R.	Millington	MI	989-450-7159
Dawood, Sail H.	Shelby Township	MI	586-709-1013



**LIST OF OUR FRANCHISEES WHO HAVE LEFT  
THE SYSTEM AS OF DECEMBER 31, 2023**

**If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

<b>Owners</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Reason (Transfer, Termination, Non-Renewal, Reacquisition, Ceased Other Reasons)</b>
Hendon, Greg & Angelia	Cullman	AL	(256) 736-2036	Transfer (3)
Peterson, Matthew Z. & Samantha C.*	Rossville	AL	(256) 845-4402	Transfer
Shrake, Michael T. & Bischof, Jessica M.	Phoenix	AZ	(602) 704-2211	Transfer (2)
Polizzo, Ed & Zulma*	Buena Park	CA	(714) 523-9119	Transfer
Macha, Charles M.	El Cajon	CA	(619) 447-7776	Transfer
Salazar, Jr., Benito	Fontana	CA	(909) 357-4337	Transfer
Sustar, Tiberius Ruben*	Gardena	CA	(310) 294-9303	Transfer
Gabledon, Jr., Albert and Gabledon, Yvette*	Los Angeles	CA	(818) 244-6005	Transfer
Kitsinian, Meroujan and Adamian, Diana	Los Angeles	CA	(323) 667-3100	Transfer (4)
Stephens, Stephen D. & Carlson, Cherie	Redding	CA	(530) 222-0200	Transfer
Hanke, Jeffrey	San Clemente	CA	(949) 366-0293	Transfer
Puorro, Tom	Santa Ana	CA	(714) 558-7772	Transfer (2)
Werner, Gary L.*	Santa Clarita	CA	(661) 272-1499	Transfer
Galev, Lucian	South Gate	CA	(310) 362-7075	Transfer
Spies, Todd & Christine	Evergreen	CO	(303) 279-8055	Transfer (2)
Luzzi, Dion M.*	Darien	CT	(203) 966-6264	Transfer
Violante, Eric	Unionville	CT	(860) 675-4500	Transfer (2)

<b>Owners</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Reason (Transfer, Termination, Non-Renewal, Reacquisition, Ceased Other Reasons)</b>
Robertson, John P. & Kimberly S. & Millband, Gavin H. *	Kissimmee	FL	(407) 933-0707	Transfer
Deift, Mark & Erica L.	North Lauderdale	FL	(954) 960-5322	Transfer
Carter, II, Michael F. & Chandra B.	Sarasota	FL	(941) 552-6319	Transfer
Brill, Christopher & Jennifer	Winter Haven	FL	(863) 551-5004	Transfer
Northen, Rick R.*	Austell	GA	(770) 739-2355	Transfer
Enos, Bryan & Hansen, Cindy	Hayden	ID	(208) 457-1234	Transfer
Swiatek, James L.	Mount Prospect	IL	(847) 956-1880	Transfer
Adomitis, James & Nancy	Griffith	IN	(219) 922-9300	Transfer
Schmidt, Nina	Madison	IN	(812) 574-5744	Transfer
Thorman, Daniel J. & Heidi L.	Leavenworth	KS	(913) 772-1818	Transfer (2)
Grande, Vincent	Lowell	MA	(978) 454-7577	Transfer
La Brie, Colin D. & Michaela S.*	Taunton	MA	(508) 746-9500	Transfer
Brigham, James & Alison	Auburn	ME	(207) 783-2500	Transfer (2)
Haughton, Michael & Nonna	Bangor	ME	(207) 947-0400	Transfer (2)
Wells, Mark & Cindy	Caro	MI	(989) 673-7680	Termination
Hannon, William D.	Commerce Twp	MI	(248) 344-0044	Transfer (2)
Sharf, Zachary & Jonna, Joseph	Royal Oak	MI	(248) 439-1160	Termination
Sharf, Zachary P. & Jonna, Joseph J.	Royal Oak	MI	(248) 439-1160	Transfer

<b>Owners</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Reason (Transfer, Termination, Non-Renewal, Reacquisition, Ceased Other Reasons)</b>
Holmdahl, Michael J.	Eagan	MN	(651) 330-7271	Transfer (2)
Bates, Cory and Hogan, Michael*	Olathe	MN	(651) 314-4631	Transfer
Valdez, Matthew F.*	Saint Paul	MN	(651) 490-5317	Transfer
Adelusola, Ayotunde S. & Edna M.	Riverside	MO	(816) 579-1600	Transfer
Murray, Kevin & Tina	Biloxi	MS	(228) 396-3965	Transfer (2)
Balbas, Jacob D.	Columbia Falls	MT	(406) 300-0435	Termination
Morgan, Robert E. & Jamie S.	Boone	NC	(828) 386-6800	Termination
Stevens, Jr., W. Timothy, and Stevens, Stefania, A.	Raleigh	NC	(919) 790-1222	Transfer (6)
McSwain, Jr., George and McSwain, III, George	Yadkinville	NC	(336) 677-1415	Transfer
Luciani, Mario G.*	Whippany	NJ	(973) 739-9999	Transfer (3)
Harvey, Lance L. & Jennifer L.*	Cliffwood	NY	(212) 564-6365	Transfer
Collins, George R. & Lorraine C.	Leeds	NY	(518) 943-5005	Transfer
Wallace, Daniel & Allison	Manorville	NY	(631) 591-3771	Transfer
Rimualdo, Jr., Ralph J.	Wilton	NY	(518) 885-2620	Termination
Hartke, Wayne, Hartke, Sylvia & Hartke, Robert Douglas	Cincinnati	OH	(513) 541-3200	Transfer (3)
Drost, Benjamin & Marty and Drost, Samuel C.	Broken Arrow	OK	(918) 250-2300	Transfer
Hanning, David M. & Priscilla J.	Tulsa	OK	(918) 271-5922	Transfer
Exler, Jacob & Edmonds, Robert (Deceased)	Yukon	OK	(405) 265-7299	Termination

<b>Owners</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Reason (Transfer, Termination, Non-Renewal, Reacquisition, Ceased Other Reasons)</b>
Hanson, David L. & Susanne M.	Clackamas	OR	(503) 652-3997	Transfer
Ahlberg, Alan & Kathleen	Cornelius	OR	(503) 472-9824	Transfer (2)
Bestul, John Robert*	Medford	OR	(541) 363-0800	Transfer
McSorley, Douglas & Holliday, Jeffrey*	Coraopolis	PA	(724) 746-1414	Termination
Lapp, Joseph L. & Donna L.	Hummelstown	PA	(717) 561-1404	Transfer (2)
Alston, Reginald & Christina	Philadelphia	PA	(215) 791-2302	Transfer
McGrory, Michael & McCabe, Sean*	Philadelphia	PA	(215) 671-7777	Transfer (2)
Barrett, Joseph & Donna	Willow Street	PA	(717) 464-5500	Transfer (2)
Brown, William T.	Aiken	SC	(803) 648-3936	Transfer
Cromer, Chris & Monica	Chapin	SC	(803) 749-0178	Transfer
Pittman, James & Holden, Carl	Greenville	SC	(864) 292-6399	Termination
Smith, Kevin M. & Debby	Mt. Pleasant	SC	(843) 884-2258	Transfer
Williams, Taylor	West Columbia	SC	(803) 955-0342	Transfer (2)
Witt, Zachary and Wall, David	Johnson City	TN	(423) 434-0046	Transfer (2)
Harvey, Chadwick F. and Harvey, Dennis	Shelbyville	TN	(931) 684-9467	Transfer
Praytor, Mike & Cheryl & Praytor, Zachary	Austin	TX	(512) 318-2200	Transfer (3)
VonSchweinitz, Christopher	Austin	TX	(512) 579-0189	Transfer
VonFeldt, Steven F. (deceased)	Crowley	TX	(817) 297-8588	Termination
Floeck, Jeff	Houston	TX	(281) 463-9800	Termination

<b>Owners</b>	<b>City</b>	<b>State</b>	<b>Telephone Number</b>	<b>Reason (Transfer, Termination, Non-Renewal, Reacquisition, Ceased Other Reasons)</b>
Weaver, Michael J. & Liliana E.*	Richardson	TX	(972) 690-1414	Transfer
Johnson, David & Susan	Rosenberg	TX	(713) 666-9222	Transfer (2)
Franks, David & Witt, Billy	Abingdon	VA	(276) 258-5071	Termination
Dickinson, Ronald & Wendy	Chantilly	VA	(703) 830-5800	Transfer (2)
Winn, Wanda	Martinsville	VA	(276) 632-7276	Termination
Baldwin, John & Cynthia*	Roanoke Rapids	VA	(252) 537-3473	Transfer (3)
Zwick, Shawn M. & Chelsea L	Williston	VT	(802) 497-1101	Transfer
Geiger, Kirk & Rebecca	Kirkland	WA	(425) 820-0080	Transfer
Szada, Todd A. & Kristina K.	Waukesha	WI	(262) 542-0900	Transfer (2)

**EXHIBIT N**

**TRANSFER OF SERVPRO FRANCHISE  
AND GENERAL RELEASE**

**TRANSFER OF SERVPRO FRANCHISE  
AND GENERAL RELEASE**

This **TRANSFER OF SERVPRO FRANCHISE AND GENERAL RELEASE** (the "Agreement") is entered into by and among **SERVPRO FRANCHISOR, LLC**, a Delaware limited liability company having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 (the "Franchisor"); \_\_\_\_\_, organized under the laws of \_\_\_\_\_ (the "Operator") and \_\_\_\_\_ individually (the "Owners" or "Principals") having a home address of : \_\_\_\_\_.

**WHEREAS**, Franchisor and Operator entered into a **Servpro® Franchise License Agreement** dated \_\_\_\_\_ (the "Franchise Agreement") pursuant to which Franchisor granted Operator a non-exclusive license, right and privilege to use the Marks and the System in connection with the operation of the Franchise in and from a non-exclusive Operating Territory, as those capitalized terms are defined in the Franchise Agreement, using the authorized trade name of **Servpro of \_\_\_\_\_** (the "Franchise");

**WHEREAS**, Sellers [Insert Names] intend to transfer their interest in the Franchise to Buyers [Insert Names] and have asked Franchisor to approve such transfer.

**WHEREAS**, Franchisor is willing to approve the transfer under the conditions specified in the Franchise Agreement, which, among other terms and conditions, requires execution of a release of Franchisor and its affiliates, and their respective officers, directors, shareholders, employees and others.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisor, Operator and Principals agree as follows:

1. **Transfer.** Upon the Effective Date (as defined below) of this Agreement, Franchisor shall approve the transfer of Operator's interest in the Franchise.

2. **Consideration and Representations of Operator.** For the consideration stated herein and for the representations of Operator herein, and the transfer of his/her interest in the Franchise, upon execution of this Agreement, Operator and Principals shall:

a. immediately cease to use Franchisor's methods of operation and its service marks, including, without limitation, the registered trademarks, its trade dress and any design, device or name similar enough to Franchisor to confuse the public;

b. comply with all of Operator's post-termination covenants, including, without limitation, the non-competition provision in Section 6.6(b)(2) of the Franchise Agreement or any greater obligations or longer period set forth in any purchase/sale agreement;

c. otherwise comply with all post-termination provisions of the Franchise Agreement, which specifically survive this Agreement and which are incorporated into this Agreement by reference; and

d. Nothing in this Paragraph 2 shall prohibit Operator from owning a Servpro® franchise.

3. **General Release.** Operator and its Owners and Principals, for themselves and for their heirs, executors, administrators and assigns, do hereby release and forever discharge Franchisor, its affiliates, subsidiaries, parent and all of their respective shareholders, officers, employees, Franchise Business

Consultants/Business Development Specialists, directors and agents, and their successors, heirs, executors, administrators and assigns (collectively, the "Servpro Released Parties"), of and from any and all known or unknown claims that have been made, could have been made or might hereafter be made against the Servpro Released Parties, or that arise out of, are related to, or are in any manner connected with the Franchise Agreement or Operators' and Owners and Principals' conduct of any business under the Franchise Agreement or related to the work Operator and Owners and Principals performed under the Franchise Agreement, as well as from any and all known or unknown claims, demands, causes of action, suits and/or liabilities whatsoever, both at law and in equity, that Operator and Owners and Principals ever had, now have or that they or their heirs, executors, administrators or assigns hereafter can, shall or may have against the Servpro Released Parties, or any one of them, jointly or severally, for or by reason of any matter, cause or thing whatsoever, from any time prior to the Effective Date of this Agreement, the intention of this provision being to release completely, absolutely, and finally the Servpro Released Parties from all liabilities from any matter or thing arising out of, relating to or connected with the Franchise Agreement, the entry into the Franchise Agreement, and the Franchise. State law may affect the validity and extent of the general release in this Section 3.

4. Survival of Rights. All rights and obligations created under this Agreement, including, without limitation, the releases contained herein, will survive the execution of this Agreement, as well as the execution of any other agreements that may be entered into between or among Franchisor, Operator or Owners or Principals, with the exception of an agreement in writing specifically releasing or discharging the rights and obligations under this Agreement.

5. Authority to Execute. Each person executing this Agreement on behalf of any of the parties to it represents and warrants that he or she has the authority to execute this Agreement, and that all necessary action for the execution of this Agreement has been taken. By signing below, each person and entity included as a part of "Operator" or "Principals" is signing not only on behalf of himself or herself but also as an authorized representative of any and all entities included within the definition of "Operator."

6. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns in interest of the parties to this Agreement. The release herein of claims against the Servpro Released Parties is binding upon the principals, agents, representatives, successors and assigns of Operator and Owners and Principals, and will also inure to the benefit of all other persons, firms, corporations, agents, or principals against whom the claims released in this Agreement might be asserted.

7. Indemnity Regarding Assignment of Claims. Operator and Owners and Principals represent and warrant to Franchisor that they have not assigned or transferred, or purported to assign or transfer, any of the claims released in this Agreement, and Operator and Principals agree to indemnify, defend and hold harmless the Servpro Released Parties against any claim, demand, debt, obligation, liability, cost, expense, right of action or cause of action based on, arising out of, or in any way connected with any such transfer or assignment or purported transfer or assignment.

8. Captions. The captions of the paragraphs of this Agreement are solely for the convenience of the parties to this Agreement, are not a part of this Agreement, and will not be used for the interpretation of any provision of this Agreement.

9. Severability. If any provision of this Agreement shall be held to violate any applicable law, governmental rule or regulation, or if this Agreement shall be held unenforceable or unconscionable, the parties to this Agreement agree that only the portion of the Agreement that is held to be unenforceable, unconscionable, or in violation of any law, governmental rule or regulation shall be invalid or unenforceable; that the invalidity of any specific provisions of this Agreement shall not invalidate any other provisions of this



Agreement; and that the rights and obligations of Franchisor, Operator and Principals under the portions of this Agreement not held to be invalid, unenforceable or unconscionable shall remain in effect.

10. Further Assurances. Operator and Owners and Principals shall take any and all further steps that may be necessary or desirable to effectuate the intent of this Agreement, and they shall sign and execute any and all necessary documents, agreements or instruments which may be required to implement the terms of this Agreement.

11. Applicable Law, Jurisdiction and Venue. This Agreement, the rights granted and the relationship created hereunder shall be governed, interpreted and construed in all respects in accordance with the internal laws of the State of Tennessee without reference to its conflicts of laws principles. Operator and Principals agree that any legal action arising out of, relating to, or in any way connected with this Agreement shall be brought in the United States District Court for the Middle District of Tennessee in Nashville, Tennessee, or in the Circuit Court or Chancery Court of either Davidson County or Sumner County, Tennessee. Operator and Principals hereby irrevocably submit to the jurisdiction of those courts to the exclusion of any others and waive any objections they may have either to the jurisdiction or to the venue of those courts.

12. Costs, Expenses and Attorneys' Fees. If an action is commenced between or among the parties to this Agreement in connection with the enforcement of any provision of it, the prevailing party will be entitled to reasonable costs and expenses, including attorneys' fees.

13. Entire Agreement. This Agreement represents the entire agreement between the parties to it with respect to its subject matter, it supersedes all prior negotiations, representations or agreements between the Parties, either written or oral, with respect to its subject matter, and it may be amended only by a written instrument designated as an amendment to this Agreement and executed by all of the parties.

14. Counterparts. This Agreement may be executed in any number of counterparts and by each of the parties to it on separate counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument.

15. Effective Date. This Agreement is effective as of the date last written below.

*[ signature page follows ]*

**OPERATOR:**

By: \_\_\_\_\_  
[Name], individually, and on behalf of any  
company or business entity in which I have an  
ownership interest, now or in the future.

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

By: \_\_\_\_\_  
[Name], individually, and on behalf of any  
company or business entity in which I have an  
ownership interest, now or in the future.

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

Accepted in Gallatin, Tennessee.

**FRANCHISOR:**

SERVPRO FRANCHISOR, LLC

By: \_\_\_\_\_  
Authorized Signing Officer

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

**EXHIBIT O**

**SELECT NATIONAL ACCOUNTS PARTICIPATION AGREEMENT**

## SELECT NATIONAL ACCOUNTS PARTICIPATION AGREEMENT

This Select National Accounts Participation Agreement (the “Agreement”) is made and entered into by and between Servpro Industries, LLC, a Delaware limited liability company, Servpro Commercial, LLC or Servpro Catastrophe, LLC, Delaware Limited Liability Companies, or an affiliate or other designee on the separate signature page (collectively, “Companies”), and the Servpro Franchisor, LLC franchisee service provider identified on the signature page of this Agreement (“Service Provider”). This Agreement is effective as of the date it is signed by Service Provider and delivered to Companies (“Effective Date”).

### RECITALS

WHEREAS, Service Provider is a franchisee of Servpro Franchisor, LLC and offers the services as described in the Franchise License Agreement including in the First Whereas clause (“Services”); and

WHEREAS, Franchisee performs the Services as an independent owner and operator of a franchise in the Servpro franchise system, as well as such other services as may be permitted by the franchise agreement entered into between Servpro and Franchisee; and

WHEREAS, certain property and casualty insurers (“Select National Account Clients”) with whom Servpro enters into agreements or otherwise provides referrals for may from time to time seek to retain the services of Servpro franchisees, including Franchisee, as a result of losses sustained by persons or entities to whom the Select National Account Clients have provided insurance coverage (“Insureds”); and

WHEREAS, many Select National Account Clients impose contractual duties as a condition of the referral and performance of Services for their Insureds including, without limitation, indemnification, accountability, insurance, responsibility and confidentiality requirements;

WHEREAS, Servpro desires to afford its qualifying franchisees and Franchisee an opportunity to perform services for Servpro’s Select National Account Clients and their insureds when such Select National Account Clients and/or their insureds require Services;

WHEREAS, many Clients impose contractual duties as a condition of the referral of leads and performance of Reconstruction Services including, without limitation, indemnification, accountability, licensing, experience, financial strength, insurance, cyber security, document retention, responsibility, confidentiality requirements, control of and responsibility for subcontractors, confidentiality and to repair defective work;

WHEREAS, Servpro will not make referrals of leads for requests for Services (“Job leads”) from Select National Account Clients to Franchisee unless Franchisee agrees to abide by the terms of this Agreement and each Flow Through Agreement (defined below) for Select National Account Clients; and

WHEREAS, Franchisee would like the opportunity to receive referrals of leads for requests to perform Services from Select National Account Clients;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the adequacy, sufficiency, and receipt of which are acknowledged, Servpro and Franchisee agree that the Recitals set forth above are incorporated as a material part of this Agreement and they further agree as follows:

1. **Job Lead Referrals.** Franchisee agrees that it will provide Services for Select National Account Client Job leads referred to and accepted by it in the manner specified by this Agreement and in compliance with all Flow- Through Agreements (defined below), service guidelines, bulletins, performance standards and requirements that have been established or may be established from time to time (“Select Requirements”). Servpro and the Select National Account Clients may modify any of the Select Requirements under this Agreement or under the Flow-Through Agreements at any time by prior written or electronic notice to Franchisee or by issuance of a bulletin or other written communication directed to Servpro franchisees, thereby becoming part of the Select Requirements. Servpro will, in its discretion, refer Job leads to Franchisee on an as-needed basis. No specific number of Job referrals is assured, nor is Servpro obligated to refer any Jobs to Franchisee. Franchisee may not refer the Job to others, including other cleaning, restoration or construction companies, but must perform the Services itself. Portions of the Job may be performed by qualified, reputable subcontractors in accordance with Servpro guidelines and Select Requirements. Franchisee agrees that Servpro may designate specific procedures by which Franchisee is deemed to have accepted a Job lead referral, and these procedures may include Franchisee’s acceptance of an electronically transmitted Job and information concerning the Job. Franchisee’s acceptance of a Job will bind Franchisee to perform the Services on the Job in the manner specified in this Agreement and in compliance with all Select Requirements. Certain Select National Account Clients require approval of each participant in their programs, in their sole discretion. Franchisee acknowledges and agrees that Franchisee may not qualify or be chosen to participate in all Select National Account Clients’ programs.

2. **Fees and Payments.** If Franchisee accepts a Job lead from Servpro, Franchisee agrees to pay Servpro the Job dispatch fee and other fees that are being charged by Servpro from time to time, which will be invoiced monthly. In addition, some Select National Account Clients’ work requires an administrative fee to cover Xactimate fees and other costs, which Franchisee agrees to pay. Franchisee agrees to pay royalties, advertising and other fees for all such work in the manner and amounts set forth in Franchisee’s franchise license agreement (“Franchise Agreement”) with Servpro. Franchisee acknowledges that some Select National Account Clients may wish to remit payments for Jobs to Servpro for distribution to Franchisee. Franchisee authorizes Servpro to accept such payments, and Servpro will then send any such payments to Franchisee, less any applicable administrative fees provided under this Agreement or separately bill such fees. Franchisee agrees that Servpro may set off any amounts owing to Franchisee under this Agreement against any delinquent amounts Franchisee owes to Servpro. Select National Account Clients are responsible for insurance proceeds payments earned by or due to Franchisee in connection with Franchisee’s performance of Services on a Job. Should a Select National Account Client wish to pay Servpro in the manner described in this Section, Servpro will not be obligated to make any payments to Franchisee unless and until a Select National Account Client has authorized and delivered to Servpro any payment due and owing to Franchisee. Servpro will not be liable or responsible for any amounts in dispute between a Select National Account Client and Franchisee and Servpro is not acting as a provider of Services or as a partner, associate, general contractor or joint venturer with Franchisee. Franchisee is responsible for making all appropriate deductions or disbursements for all taxes (including all applicable sales and use taxes, employment or payroll taxes and deductions, levies, duties, assessments and other deductions of every nature required by law) and any amounts owed by any agreement it may have with employees, subcontractors or others in connection with any Job and Services performed under this Agreement.

3. **Incorporation by Reference of Select National Account “Flow-Through Agreements.”** Franchisee acknowledges and agrees that Servpro will from time to time prepare and distribute terms and conditions applicable to each Select National Account which will likely contain, among other provisions, strict indemnification, accountability, insurance, responsibility and confidentiality requirements, pricing platforms, billing and file audits, the content of files, service level requirements, including job performance timelines, “score cards” measuring compliance with required service levels and professional credentials that Select National Account clients require of Franchisee

when Franchisee performs Services for each Select National Account Client (“Flow-Through Agreements”). Franchisee acknowledges and agrees that its acceptance of any Job from any Select National Account Client either by referral or directly, binds it to comply with all of the terms and conditions of the Flow-Through Agreement for that Select National Account Client posted on the Servpro Intranet web site, as well as any additional Select Requirements; that each Flow-Through Agreement will be incorporated into this Agreement by this reference in its entirety for each Job accepted; that the acceptance of the Job from that Select National Account Client constitutes such additional and sufficient consideration to support the modification of this Agreement; and that Franchisee and Servpro waive the benefits of any statute, law, rule or regulation that may be interpreted as requiring any modification of this Agreement to be in writing. As set forth in Section 4 of this Agreement, Franchisee may terminate this Agreement upon thirty (30) days written notice if it no longer wishes to participate in the Select National Account program or if it is dissatisfied with any of the Flow-Through Agreements, but may not terminate or refuse to perform Services on any Jobs that it has accepted before it gives notice of its desire to terminate this Agreement.

4. **Term.** This Agreement is effective for the longer of five years or until the end of the term of any Franchise Agreement that is in effect between Servpro and Franchisee; provided, however, except that it expires automatically any time that Franchisee is no longer a party to a valid, binding Franchise Agreement with Servpro. To the extent Franchisee renews any Franchise Agreement with Servpro, the five-year term of this Agreement will continue through the term of the renewed Franchise Agreement or Servpro may require Service Provider to enter into a new Agreement, in its sole discretion, which terms and conditions may differ. Either Servpro or Franchisee may terminate this Agreement at any time upon thirty days written notice, except that Servpro may terminate this Agreement immediately in the event Franchisee: (i) materially breaches any agreement it has with Servpro; (ii) materially breaches any Select Requirements applicable to a Select National Account Client Job; or (iii) does not meet the qualification criteria and guidelines and Select Requirements that may be in effect, and as may be amended from time to time. At the request of a Select National Account Client, Franchisee may be removed from that Select National Account’s referrals, with or without cause. Upon the expiration or termination of this Agreement, Franchisee agrees to complete all Jobs in progress unless directed otherwise by Servpro. In addition, upon thirty (30) days’ notice, Franchisee may opt out of participating in any Select National Account Client’s program.

5. **Assignment and Survival.** The rights and obligations of Servpro under this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of Servpro. Franchisee may not assign this Agreement or its rights or obligations under this Agreement. The obligations of Franchisee under this Agreement survive for five (5) years after termination or expiration of this Agreement.

6. **Third Party Beneficiaries.** All Select National Account Clients for which Franchisee provides Services, or for which a Job referral is accepted by Franchisee, are intended third party beneficiaries of this Agreement and all Flow-Through Agreements accepted by Franchisee.

7. **Incorporation by Reference.** This Agreement, Franchisee’s performance under this Agreement, and the Services Franchisee provides to Select National Account Clients and their Insureds are subject to the terms and conditions of Franchisee’s Franchise Agreement including, without limitation, Articles 3 (Initial and On-Going Fees), 4 (Accounting; Record Keeping), 7 (Covenants of Operator), 8 Covenants of Franchisor), 9 (Independent Contractor; Indemnification), 10 (Default and Termination) and 11 (Operator’s Obligations Upon Termination, Expiration or Non-Renewal; Franchisor’s Option to Purchase), which Franchise Agreement is incorporated herein by this reference, except as modified by each Flow-Through Agreement. This Agreement also includes and incorporates by this reference Select Requirements and service standards of Servpro and of the Select National Account Clients, including any future versions amendments and revisions, as if they were fully set forth

in the text of this Agreement. Any future versions, amendments and revisions to Flow- Through Agreements, Select Requirements, service guidelines, and service standards of Servpro and of the Select National Account Clients will modify this Agreement without the necessity of a separate or formal written amendment upon written or electronic notice to Franchisee. Franchisee agrees that the continuing ability of Franchisee to receive referrals of Job leads and the willingness of Servpro to continue to refer Job leads to Franchisee from Select National Account Clients constitutes such additional and sufficient consideration to support such a modification of this Agreement, and Franchisee and Servpro waive the benefits of any statute, law, rule or regulation that may be interpreted as requiring any modification of this Agreement to be in writing.

8. **Indemnification.** Section 9.2 of Service Provider's Franchise Agreement with Servpro Franchisor, LLC is incorporated into this Agreement by this reference, as if set forth in full herein, and applies equally to Companies as affiliates and adds Commercial Clients as additional Indemnitees.

9. **Background Checks.** Subject to applicable law, any applicable Flow-Through Agreement and / or bulletins, Service Provider agrees to conduct background checks on all Owners and employees annually, unless Service Provider has reason to suspect that any owner or employee may have been convicted of, or pled guilty to, a felony involving dishonesty or breach of trust, theft or any type of violence against a person, in which case a background check must be conducted immediately. Service Provider agrees to inform Companies immediately if any owner is convicted of or pleads guilty to any such crimes. Service Provider agrees not to employ anyone with a conviction for or has pled guilty to a felony involving dishonesty or breach of trust, theft, or any type of violence against a person.

10. **Legal Action.** No legal action, including the filing of a lien, may be brought against any Select National Account Client, any of their employees or insureds, without first notifying Servpro and obtaining Servpro's consent, which will not be unreasonably withheld.

11. **Authority.** The persons signing this Agreement represent and warrant that execution of this Agreement has been duly authorized by them or that the persons signing the Agreement are otherwise empowered to sign the Agreement and bind them to its terms.

12. **Administrative Provisions.**

a. **Amendments.** Except as otherwise expressly provided herein, this Agreement shall not be modified or amended except by written agreement executed by all parties; provided, however, only an authorized officer of Companies may sign and affect such a modification or amendment. This Agreement cannot be changed, modified or terminated orally.

b. **Pronouns.** When used in this Agreement, references to the singular shall include the plural and references to gender shall include both, as the context may require.

c. **Captions.** The captions and headings throughout this Agreement are for convenience only. They are not part of this Agreement and shall not be used in construing it.

d. **Severability.** If any provision of this Agreement, or its application to any person or circumstance is deemed invalid or unenforceable, all other provisions of this Agreement, or the application of such provisions to other persons or circumstances, shall remain in full force and effect, and not be affected thereby, and in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision that is valid, enforceable and as similar in terms to such invalid or unenforceable provision as may be possible or, if not possible, any such invalid or unenforceable provisions will be severed from this Agreement.

e. **Binding Effect; Joint and Several.** This Agreement and the covenants, restrictions and limitations contained herein, shall bind and inure to the benefit of Companies and their successors and assigns and any Commercial Clients and shall be personally binding and inure to the benefit of Service Provider (including the persons executing this Agreement if Service Provider is a legal entity) and its or their respective heirs, executors, administrators, successors and assigns. All covenants, agreements and obligations assumed herein by Service Provider shall be deemed to be joint and several covenants, agreements and obligations of Service Provider.

f. **Notices.** All notices required or permitted to be given under the terms of this Agreement shall be given in writing, and be delivered personally, by mail, or by an overnight delivery service, postage or delivery charges prepaid, and addressed to the party to be notified at its last known business address. All such notices shall be deemed to have been given and received the earlier of: when received, as evidenced by return receipt; documentation provided by the delivery or other service; or when first refused; or one (1) business day after placed in the hands of a commercial courier service or United States Postal Service for overnight delivery; or three (3) days after placed in the U.S. mail by registered or certified mail, return receipt requested; or two (2) business days after placed in the hands of the United States Post Office for delivery by priority mail. In addition, Companies may provide notice to Service Provider by facsimile transmission or email using any facsimile number or email address for Service Provider then shown in Companies' business records. Such notice by facsimile transmission shall be deemed given and received on the day of transmission.

g. **Waiver.** The failure of Companies to insist in any one or more instances upon strict performance of any of the covenants or provisions of this Agreement, to exercise any option herein contained, or to grant additional time to cure or remedy a default, shall not be construed as waiver or a relinquishment for the future of such covenant, agreement or option, but the same shall continue and remain in full force and effect. No waiver by Companies of any provision hereof shall be deemed to have been made, unless expressed in writing and signed by Companies. No failure of Companies to exercise any power given to it hereunder, or to insist on strict compliance by Service Provider with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Companies' right to demand strict compliance with the terms hereof.

h. **Governing Law.** This Agreement, the rights granted and the relationship created hereunder shall be governed, interpreted and construed in all respects in accordance with the internal laws of the State of Tennessee without regard to its conflicts of laws provisions, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 *et. seq.*).

i. **Consent to Jurisdiction and Venue.** Service Provider agrees that any legal action arising out of or relating to this Agreement or the relationship of the parties hereunder, including any legal entities in which Owners have any ownership interest, shall be brought in the United States District Court for the Middle District of Tennessee in Nashville, Tennessee, or the Circuit Court or Chancery Court of either Davidson or Sumner County, Tennessee. Service Provider hereby irrevocably consents and submits to the jurisdiction of such Courts and for such purposes and waives any objection it may have to either the jurisdiction or venue of such Courts.

j. **Entire Agreement.** This Agreement is formed and made in Tennessee. All exhibits, addenda, schedules attached to this Agreement, and all other agreements between the parties executed contemporaneously herewith, and/or referenced or incorporated herein, are a part of this Agreement and are fully incorporated into it and constitute the entire agreement between the parties hereto, and it is acknowledged by both parties that except as expressly provided in this Agreement, there are no representations, warranties, or other agreements expressed or implied, oral or written, in any way



relating to the provisions hereof. This Agreement, when fully executed, shall supersede all prior negotiations, understandings, representations and agreements, oral or written, between the parties concerning the subject matter of this Agreement.

k. Continuing Obligations. All obligations of Companies and Service Provider which expressly or by their nature survive the expiration, termination or nonrenewal of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration, termination or nonrenewal until they are satisfied or by their nature expire. These obligations include, without limitation, indemnification (Section 10), confidentiality (Section 8), choice of law (Section 12.i) and venue (Section 12.j).

l. Time is of the Essence. Time is of the essence for every provision of this Agreement.

m. Interpretation. Neither this Agreement nor any of its provisions is to be construed against or interpreted to the disadvantage of either party because a party drafted this Agreement or the provision.

n. Performance Through Others. Companies may perform all of its obligations directly or through its affiliates or third parties. If performed through any of them, Service Provider's obligations with respect to such matters will still run directly to Companies.

o. Cross Default. Any default by Service Provider, any Owner of Service Provider, or any entity in which any Owner has any ownership interest, in the performance or observance of any of the terms and conditions under any agreement between Companies or any affiliate and Service Provider, any Owner of Service Provider, or any entity in which any Owner has any ownership interest, shall be deemed to be an event of default under all other agreements between Companies and Service Provider, any Owner of Service Provider, or any entity in which any Owner has any ownership interest.

*[SIGNATURE PAGE FOLLOWS]*

This Select National Accounts Participation Agreement is entered into as of the date signed below.

**FRANCHISEE**

SERVPRO OF \_\_\_\_\_

Franchise No: \_\_\_\_\_  
\_\_\_\_\_

[Entity]

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

Signature, individually and on behalf of any company or business entity in which I have an ownership interest, now or in the future.

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

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

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

Signature, individually and on behalf of any company or business entity in which I have an ownership interest, now or in the future.

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

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

**Please scan and email signed contract to [legalsnapa@servpronet.com](mailto:legalsnapa@servpronet.com):**

\*Note: Franchisee must fill in business name, “Servpro of \_\_\_\_\_”, and Owners must sign and print name.

**Franchisee signature and delivery of all pages of scanned Agreement by email to [legalsnapa@servpronet.com](mailto:legalsnapa@servpronet.com) constitute acceptance and agreement to these terms and conditions.**

**EXHIBIT P**

**NATIONAL ACCOUNTS QUALIFICATION**

**NATIONAL ACCOUNTS PROGRAM QUALIFICATION (NAPA)**

<b>Participation Year:</b> _____	<b>New Franchise:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Owners:</b> _____	<b>1<sup>st</sup> Month of Operation:</b> _____
<b>SERVPRO of:</b> _____	<b>Franchise No.</b> _____

To be eligible to participate in the SERVPRO® National Call Center Program (including the National Accounts Program), all items below must be answered **YES**. **Please Note:** Failure may result in a red light and no referrals from the Customer Care Center; repeated failures may result in removal from Program participation.

The following qualifications are met:	
1) Franchisee maintains current insurance coverage in compliance with all SERVPRO insurance requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Franchisee maintains a current Certificate of Insurance on file for all subcontractors listing Franchise as additional insured. A signed Agreement between Independent Contractor and the Franchise is on file for each subcontractor in the Franchisee's office.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Background checks for Franchise employees must be performed annually, and background checks for Franchise Owners must be performed annually.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4) Franchisee is in good financial standing with Servpro Corporate, any assigned Franchise Business Consultants/Business Development Specialists, and vendors, and all financial obligations are current and paid timely. Franchisee timely provides required reports and documents.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5) Franchisee has an accurate Business Resume on file.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6) Franchisee adheres to SERVPRO's minimum required computer hardware, software and cyber security standards. All jobs are performed in WorkCenter™, DryBook Mobile at job site.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7) Franchisee maintains an average monthly job management performance score greater than or equal to the established minimum score, as published by SERVPRO.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8) Franchisee resolves all customer complaints following SERVPRO's current Quality Assurance Program and any applicable National Accounts or bulletin guidelines.	<input type="checkbox"/> Yes <input type="checkbox"/> No
9) Franchisee attends all SERVPRO meetings designated as mandatory, including, without limitation, Convention, Area Meetings, Business Review Consultations and required SERVPRO Television Sessions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
10) Zip code assignments for Franchisee's territory are amended when warranted and on file with the SERVPRO® Customer Care Center.	<input type="checkbox"/> Yes <input type="checkbox"/> No
11) Phone is answered between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday by a Franchise employee in the Franchisee's office.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Franchisee commits to a 24-hour Emergency Response, including:		
12) Accepts all losses from the SERVPRO® Customer Care Center, including warm transfers.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13) Responds to all calls from the SERVPRO® Customer Care Center.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
14) Maintains active status for job lead acceptance from the SERVPRO® Customer Care Center.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
15) Franchise uploads 1-800-SERVPRO initial storm job files which include initial customer contact time and on-site arrival time within 3 business days from time of dispatch.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16) Franchise uploads completed standard water job file within 7 straight days of job dispatch and completed job file for all other service types within 25 straight days of job dispatch, unless otherwise prescribed by client-specific guidelines or Bulletin.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
17) Franchise corrects all rejected audit job files by the end of the next business day.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
18) Franchise vehicles are in accordance with the SERVPRO® vehicle appearance policy.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
19) Franchise adheres to the SERVPRO® Uniform policy.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
20) Franchise uses only SERVPRO-approved cleaning products and equipment.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
21) Franchisee has completed all required NAPA training as described in Bulletin #5590-F.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
22) Franchisee adheres to price guidelines as prescribed by National Accounts or bulletin guidelines.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Requirements may be subject to change based on the then-current Franchise License Agreement, any applicable local, state or federal laws, and any National Accounts Program Agreements and any applicable Bulletins. These requirements are communicated real time, and are published each year in an application/certification booklet.**

*Our signatures acknowledge that all information listed on the SERVPRO National Accounts Program Agreement is true and a correct representation of the operation of the Franchise.*

_____ Signature of Franchise Owner	_____ Date	_____ Signature of Distributor / Franchise Business Consultant	_____ Date
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**EXHIBIT Q**

**COMMERCIAL ACCOUNTS PARTICIPATION AGREEMENT**

## **COMMERCIAL ACCOUNTS PARTICIPATION AGREEMENT ("CAPA")**

This Commercial Accounts Participation Agreement (the "Agreement") is made and entered into by and between Servpro Franchisor, LLC, a Delaware limited liability company, Servpro Commercial, LLC or Servpro Catastrophe, LLC, Delaware Limited Liability Companies, or an affiliate or other designee on the separate signature page (collectively, "Companies"), and the Servpro Franchisor, LLC franchisee service provider identified on the signature page of this Agreement ("Service Provider"). This Agreement is effective as of the date it is signed by Service Provider and delivered to Companies ("Effective Date").

### **RECITALS**

WHEREAS, Service Provider is a franchisee of Servpro Franchisor, LLC and offers the services as described in the Franchise License Agreement including the First Whereas clause ("Services"); and

WHEREAS, Companies enter into agreements with or otherwise provide leads for, commercial clients, which include, without limitation, business premises of all types and sizes, warehouses, offices, factories, governmental entities, and educational and health care institutions, from time to time ("Commercial Clients") to coordinate the referral of Services as needed and desired;

WHEREAS, Service Provider performs the Services as an independent owner and operator of a franchise in the Servpro Franchisor, LLC franchise system, as well as such other services as may be permitted from time to time by the franchise agreement entered into between Servpro Franchisor, LLC and Service Provider; and

WHEREAS, Service Provider acknowledges it is important to the Companies, each individual client and the Servpro franchise system as a whole that commercial jobs are produced properly; a problem on even one of these jobs can tarnish the brand and the system in a way that may be very difficult to or impossible to overcome;

WHEREAS, Service Provider acknowledges it is important to protect the quality of the brand and reputation of the system as a whole; poor performance could reflect materially and unfavorably upon the operation and reputation of the franchise business and system;

WHEREAS, Commercial Clients may from time to time seek to retain the Services of Servpro franchisees, including Service Provider as a result of losses sustained by such Commercial Clients; and

WHEREAS, many Commercial Clients impose contractual duties as a condition of the referral and performance of Services including, without limitation, indemnification, accountability, insurance, cyber security, document retention, responsibility and confidentiality requirements, and control of and responsibility for subcontractors;

WHEREAS, Companies desire to afford their qualifying Service Providers an opportunity to perform Services for its Commercial Clients and Service Provider wishes to perform such Services when such Commercial Clients and/or their insurers request Services;

WHEREAS, Companies will not make referrals of leads for requests for Services ("Jobs") from Commercial Clients to Service Provider unless Service Provider agrees to abide by the terms of this Agreement and each Flow-Through Agreement (defined below) for Commercial Clients; and

WHEREAS, Service Provider would like the opportunity to receive referrals of leads to perform Services from Commercial Clients;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the adequacy, sufficiency, and receipt of which are acknowledged, Companies and Service Provider agree that the Recitals set forth above are incorporated as a material part of this Agreement and they further agree as follows:

**1. Job Lead Referrals.**

a. Service Provider agrees that it will provide Services for Commercial Client Jobs referred to and accepted by it in the manner specified by this Agreement and in compliance with all Flow-Through Agreements (defined below), rules, service guidelines, bulletins, equipment, personnel, insurance, financial strength, performance standards, pricing, cyber security, service levels, approved terms in “joint participation agreements” pursuant to which Service Provider will participate in jobs with others, and requirements that have been established or may be established from time to time which may include, without limitation, National Account Participation Agreement criteria and Commercial Account Participation Agreement criteria (“Commercial Requirements”). Companies and their Commercial Clients may modify any of the Commercial Requirements under this Agreement or under the Flow-Through Agreements at any time by prior written or electronic notice to Service Provider or by issuance of a bulletin or other written communication directed to Service Providers, thereby becoming part of the Commercial Requirements. Service Provider acknowledges and agrees the provisions in this Agreement are reasonable and necessary for a competitive program in a competitive industry, and to protect this commercial program, and trademarks licensed or franchised by Service Provider, and the franchise system as a whole.

b. Companies will, in their discretion, refer Jobs to Service Provider on an as-needed basis. No specific number of Job referrals is assured, nor are Companies obligated to refer any Jobs to Service Provider. Portions of the Job may be performed by qualified, reputable subcontractors if approved pursuant to Companies’ or Commercial Requirements.

c. Service Provider agrees that Companies may designate specific procedures by which Service Provider is deemed to have accepted a Job referral, and these procedures may include Service Provider’s acceptance of an electronically or telephonically transmitted Job and information concerning the Job. Service Provider’s acceptance of a Job will bind Service Provider to perform the Services on the Job in the manner specified in this Agreement and in compliance with all Commercial Requirements.

d. Certain Commercial Clients require approval of each participant in their programs, in their sole discretion. Service Provider acknowledges and agrees that Service Provider may not qualify or be chosen to participate in all or any Commercial Clients’ programs.

e. Service Provider agrees to comply with the highest levels of business ethics and industry standards. Service Provider agrees to modify any billing or invoices reasonably determined by Companies to be outside industry norms and standards and any applicable Flow-Through Agreement.

f. Service Provider agrees not to take any legal action, including the filing of a lien, against any Commercial Client, or insureds, without first notifying Companies and obtaining Companies’ consent, which will not be unreasonably withheld.



g. Service Provider agrees to produce only those jobs, or portion of jobs, for which it has the expertise, capacity, approved training and / or pre-qualification. Service Provider agrees to report and / or enter into any designated electronic system all commercial losses, regardless of source (e.g., secured locally or referred). In addition, for commercial losses , regardless of source (whether the lead was referred by Companies or job procured by any other manner), the Commercial Large Loss Division will also be notified of all commercial losses, the following will apply and Companies may, in their sole discretion based upon size, scope and complexity of the job:

- i. perform various job file services such as reviewing and monitoring job file documentation;
- ii. assign personnel to evaluate the size, scope and complexity of such commercial losses (which may include a visit to the job site);
- iii. evaluate the ability of Service Provider to produce such commercial loss jobs;
- iv. assign an independent Large Loss Response Team member, Extreme Response Team member or others to coordinate, lead and / or guide production of any of such jobs or portions if Companies determine that the job exceeds Service Provider's expertise or capacity. Service Provider will produce portions of the job for which Companies, or such assigned personnel determines it has the expertise and capacity and Service Provider will receive a pro rata portion of proceeds as set forth in any then-current approved joint participation agreement or as determined in Companies' sole discretion. Service Provider agrees to follow the recommendation of any such assigned personnel, which may include, without limitation, taking over management, bringing in other franchisees to produce or help produce the job, requiring Service Provider to be the main contact and bill such clients, and/or enter into then-current approved joint participation agreements with any such additional personnel;
- v. Arrange for review of all commercial invoices exceeding \$50,000 by a member of commercial large loss division or other assigned personnel prior to submission to client or adjuster; and
- vi. Request that Service Provider's estimate and billing be revised as needed to comply with industry standards, norms and standards of sound business practices if it determines it is necessary or proper for a particular job, and Service Provider agrees to comply with such request.

Failure to comply with this Agreement or program Bulletins may result in suspension for varying periods of time and/or removal from this program, as determined by Companies, in their sole discretion, taking into consideration severity and any prior non-compliance.

## 2. Fees and Payments.

a. If Service Provider accepts a Job, Service Provider agrees to pay any Job dispatch and any other fees that are being charged pursuant to this Agreement, any applicable Flow-Through Agreement and/or Commercial Requirements, which fees will be invoiced monthly. In addition, some Commercial Clients' work requires an administrative fee to cover third party estimating and transmission fees such as Xactimate and XactAnalysis and other similar fees and costs, which Service Provider agrees to pay.

b. Service Provider agrees to pay Royalties, advertising/brand fund and other fees for all such work in the manner and amounts set forth in Service Provider's franchise license agreement ("Franchise Agreement") with Servpro Franchisor, LLC.

c. Service Provider acknowledges that some Commercial Clients may wish to remit payments for Jobs to Companies for distribution to Service Provider, i.e., to pay Service Provider through Companies. Service Provider authorizes Companies to accept such payments, and Companies will then send any such payments to Service Provider, less any applicable administrative fees provided under this Agreement or other amounts owing or separately bill such fees.

d. Service Provider agrees that Companies may set off and pay to Companies or any affiliate or retain any amounts owing to Companies or any affiliate under this Agreement against any delinquent amounts Service Provider owes to Companies or any affiliate and to pay over any such amounts owing.

e. Commercial Clients are responsible for all payments earned by or due to Service Provider in connection with Service Provider's performance of Services on a Job. Companies do not warrant or guarantee the financial condition of any Commercial Client. Should a Commercial Account Client wish to pay Companies in the manner described herein, Companies will not be obligated to make any payments to Service Provider unless and until a Commercial Account Client has authorized and delivered to Companies any payment due and owing to Service Provider. Companies will not be liable or responsible for any amounts in dispute between a Commercial Client and Service Provider and Companies are not acting as a provider of Services or as a partner, associate, general contractor or joint venturer with Service Provider.

f. Service Provider is responsible for making all appropriate payments for all taxes (including all applicable sales and use taxes, employment or payroll taxes and deductions, levies, duties, assessments and other deductions of every nature required by law) and any amounts owed by any agreement it may have with employees, subcontractors or others in connection with any Job and Services performed pursuant to this Agreement. Service Provider is fully responsible for all acts of subcontractors.

### **3. Incorporation by Reference of Companies' Account "Flow-Through Agreements."**

a. Service Provider acknowledges and agrees that Companies will from time to time prepare and distribute terms and conditions applicable to Commercial Clients which will likely contain, among other provisions, indemnification, accountability, insurance, responsibility and confidentiality requirements, pricing platforms, pricing concessions, billing and file audits, the content of files, service level requirements, including job performance timelines, "score cards" measuring compliance with required service levels and professional credentials that Commercial Clients require of Service Provider when Service Provider performs Services for each Commercial Client ("Flow-Through Agreements"). Service Provider acknowledges and agrees that its first acceptance of any Job from any Commercial Client either by referral or directly binds, i.e., regardless of source, it to comply with all of the terms and conditions of the Flow-Through Agreement for that Commercial Client posted on the Servpro Intranet web site, as well as any additional Commercial Requirements; that each Flow-Through Agreement will be incorporated into this Agreement by this reference in its entirety at the time the Job is accepted; that the acceptance of the Job from that Commercial Client constitutes such additional and sufficient consideration to support the modification of this Agreement; and that Service Provider and Companies waive the benefits of any statute, law, rule or regulation that may be interpreted as requiring any modification of this Agreement to be in writing.

b. As set forth in Section 4 of this Agreement, Service Provider may terminate this Agreement upon thirty (30) days written notice if it no longer wishes to participate; provided, however, Service Provider agrees to perform Services on any Jobs that it has accepted prior to termination of this Agreement. Service Provider agrees to accept all referrals for all Companies; Clients; provided, however, upon thirty (30) days written notice, Service Provider may opt out of participating in any particular Commercial Client's program.

4. **Term.** This Agreement is effective for the longer of five years or until the end of the term of any Franchise Agreement that is in effect between Servpro Franchisor, LLC and Service Provider; provided, however, that this Agreement expires automatically any time that Service Provider is no longer a party to a valid, binding Franchise Agreement with Servpro Franchisor, LLC. To the extent Service Provider renews any Franchise Agreement with Servpro Franchisor, LLC, the five-year term of this Agreement or any superseding Agreement will continue through the term of the renewed Franchise Agreement. In addition, Companies may require Service Provider to enter into a new superseding Agreement with substantially different terms and conditions as a condition for further Job referrals. Either Companies or Service Provider may terminate this Agreement at any time upon thirty days written notice, except that Companies may terminate this Agreement immediately in the event Service Provider: (i) materially breaches any agreement it has with Companies; (ii) materially breaches any Commercial Requirements applicable to a Commercial Client Job; or (iii) does not meet the qualification criteria and guidelines and Commercial Requirements that may be in effect, and as may be amended from time to time in Companies' sole discretion. At the request of a Commercial Client, Service Provider may be removed from that Companies' referrals, with or without cause or reason stated. Upon the expiration or termination of this Agreement, Service Provider agrees to complete all Jobs in progress unless directed otherwise by Companies.

5. **Assignment and Survival.** The rights and obligations of Companies under this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of Companies, which may freely assign its rights and obligations upon notice at any time. Service Provider may not assign this Agreement or its rights or obligations under this Agreement.

6. **Third Party Beneficiaries.** All Commercial Clients for which Service Provider provides Services, or for which a Job referral is accepted by Service Provider, are intended third party beneficiaries of this Agreement and all Flow-Through Agreements accepted by Service Provider.

7. **Incorporation by Reference.** This Agreement includes and incorporates by this reference and service standards of Companies and of the Commercial Clients, including any future versions, amendments and revisions as may be designated by Companies in their sole discretion from time to time, as if they were fully set forth in the text of this Agreement. Any future versions, amendments and revisions to Flow-Through Agreements, Commercial Requirements, service guidelines, and service standards of Companies and of the Commercial Clients will modify this Agreement, without the necessity of a separate or formal written amendment, upon written or electronic notice to Service Provider. Service Provider agrees that the continuing ability of Service Provider to receive referrals of Jobs and the willingness of Companies to continue to refer Jobs to Service Provider from Commercial Clients constitutes such additional and sufficient consideration to support any such modifications of this Agreement, and Service Provider and Companies waive the benefits of any statute, law, rule or regulation that may be interpreted as requiring any modification of this Agreement to be in writing.

Service Provider's performance under this Agreement and the Services Service Provider provides to Commercial Clients and their Insureds are subject to the terms and conditions of Service Provider's

Franchise Agreement including, without limitation, Articles 3 (Initial and On-Going Fees), 4 (Accounting; Record Keeping), 7 (Covenants of Operator), 8 (Independent Contractor; Indemnification), 9 (Default and Termination) and 10 (Operator's Obligations Upon Termination, Expiration or Non-Renewal), except as may be modified by each Flow-Through Agreement.

## 8. **Confidentiality.**

a. Service Provider expressly acknowledges that in the course of its performance hereunder, it may learn or have access to certain confidential, patent, copyright, business, trade secret, proprietary or other like information or products of Commercial Clients or third parties, including but not limited to the Commercial Client's vendors, consultants, providers/suppliers, or customers (the "Information"). Service Provider agrees that it will keep strictly confidential any such Information that it learns.

b. The Service Provider agrees not to use the Information for its own benefit or the benefit of any person besides the Commercial Client and Companies and as may be necessary to perform the services.

c. The term "Information" shall not include information concerning products or other information that: (i) are in the public domain; (ii) are used or released with the prior written approval of the party disclosing such Information; (iii) are ordered to be produced by a court of competent jurisdiction or appropriate regulatory authority, but in such case the Service Provider producing the Information agrees to notify the affected party immediately and, upon request, cooperate with such party in asserting a confidential or protected status for the Information.

d. The Service Provider further agrees that it shall return to the affected party, upon the party's request, any such Information and copies thereof. The provisions of this Section 8 shall survive termination of the Agreement.

9. **Independent Contractor.** The Service Provider shall be an independent contractor for all purposes in the performance of this Agreement and none of its employees, agents, or vendors shall be considered an employee of the Commercial Client or Companies for any purpose. The Service Provider shall be responsible for compliance with all tax laws, workers' compensation, and all other applicable laws or regulations. Nothing contained in this Agreement shall be construed or implied to create an agency or partnership relationship between the parties hereto or the Commercial Clients.

10. **Indemnification.** Section 9.2 of Service Provider's Franchise Agreement with Servpro Franchisor, LLC is incorporated into this Agreement by this reference, as if set forth in full herein, and applies equally to Companies as affiliates and adds Commercial Clients as additional Indemnitees.

11. **Background Checks.** Subject to applicable law, any applicable Flow-Through Agreement and / or bulletins, Service Provider agrees to conduct background checks on all Owners and employees annually, unless Service Provider has reason to suspect that any owner or employee may have been convicted of, or pled guilty to, a felony involving dishonesty or breach of trust, theft or any type of violence against a person, in which case a background check must be conducted immediately. Service Provider agrees to inform Companies immediately if any owner is convicted of or pleads guilty to any such crimes. Service Provider agrees not to employ anyone with a conviction for or has pled guilty to a felony involving dishonesty or breach of trust, theft, or any type of violence against a person.

## 12. **Administrative Provisions.**

- a. **Amendments.** Except as otherwise expressly provided herein, this Agreement shall not be modified or amended except by written agreement executed by all parties; provided, however, only an authorized officer of Companies may sign and affect such a modification or amendment. This Agreement cannot be changed, modified or terminated orally.
- b. **Pronouns.** When used in this Agreement, references to the singular shall include the plural and references to gender shall include both, as the context may require.
- c. **Captions.** The captions and headings throughout this Agreement are for convenience only. They are not part of this Agreement and shall not be used in construing it.
- d. **Severability.** If any provision of this Agreement, or its application to any person or circumstance is deemed invalid or unenforceable, all other provisions of this Agreement, or the application of such provisions to other persons or circumstances, shall remain in full force and effect, and not be affected thereby, and in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision that is valid, enforceable and as similar in terms to such invalid or unenforceable provision as may be possible or, if not possible, any such invalid or unenforceable provisions will be severed from this Agreement.
- e. **Binding Effect; Joint and Several.** This Agreement and the covenants, restrictions and limitations contained herein, shall bind and inure to the benefit of Companies and their successors and assigns and any Commercial Clients and shall be personally binding and inure to the benefit of Service Provider (including the persons executing this Agreement if Service Provider is a legal entity) and its or their respective heirs, executors, administrators, successors and assigns. All covenants, agreements and obligations assumed herein by Service Provider shall be deemed to be joint and several covenants, agreements and obligations of Service Provider.
- f. **Notices.** All notices required or permitted to be given under the terms of this Agreement shall be given in writing, and be delivered personally, by mail, or by an overnight delivery service, postage or delivery charges prepaid, and addressed to the party to be notified at its last known business address. All such notices shall be deemed to have been given and received the earlier of: when received, as evidenced by return receipt; documentation provided by the delivery or other service; or when first refused; or one (1) business day after placed in the hands of a commercial courier service or United States Postal Service for overnight delivery; or three (3) days after placed in the U.S. mail by registered or certified mail, return receipt requested; or two (2) business days after placed in the hands of the United States Post Office for delivery by priority mail. In addition, Companies may provide notice to Service Provider by facsimile transmission or email using any facsimile number or email address for Service Provider then shown in Companies' business records. Such notice by facsimile transmission shall be deemed given and received on the day of transmission.
- g. **Waiver.** The failure of Companies to insist in any one or more instances upon strict performance of any of the covenants or provisions of this Agreement, to exercise any option herein contained, or to grant additional time to cure or remedy a default, shall not be construed as waiver or a relinquishment for the future of such covenant, agreement or option, but the same shall continue and remain in full force and effect. No waiver by Companies of any provision hereof shall be deemed to have been made, unless expressed in writing and signed by Companies. No failure of Companies to exercise any power given to it hereunder, or to insist on strict compliance by Service Provider with any obligation or condition hereunder, and no custom or practice of the parties at variance with the

terms hereof, shall constitute a waiver of Companies' right to demand strict compliance with the terms hereof.

h. **Governing Law.** This Agreement, the rights granted and the relationship created hereunder shall be governed, interpreted and construed in all respects in accordance with the internal laws of the State of Tennessee without regard to its conflicts of laws provisions, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 *et. seq.*).

i. **Consent to Jurisdiction and Venue.** Service Provider agrees that any legal action arising out of or relating to this Agreement or the relationship of the parties hereunder, including any legal entities in which Owners have any ownership interest, shall be brought in the United States District Court for the Middle District of Tennessee in Nashville, Tennessee, or the Circuit Court or Chancery Court of either Davidson or Sumner County, Tennessee. Service Provider hereby irrevocably consents and submits to the jurisdiction of such Courts and for such purposes and waives any objection it may have to either the jurisdiction or venue of such Courts.

j. **Entire Agreement.** This Agreement is formed and made in Tennessee. All exhibits, addenda, schedules attached to this Agreement, and all other agreements between the parties executed contemporaneously herewith, and/or referenced or incorporated herein, are a part of this Agreement and are fully incorporated into it and constitute the entire agreement between the parties hereto, and it is acknowledged by both parties that except as expressly provided in this Agreement, there are no representations, warranties, or other agreements expressed or implied, oral or written, in any way relating to the provisions hereof. This Agreement, when fully executed, shall supersede all prior negotiations, understandings, representations and agreements, oral or written, between the parties concerning the subject matter of this Agreement.

k. **Continuing Obligations.** All obligations of Companies and Service Provider which expressly or by their nature survive the expiration, termination or nonrenewal of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration, termination or nonrenewal until they are satisfied or by their nature expire. These obligations include, without limitation, indemnification (Section 10), confidentiality (Section 8), choice of law (Section 12.i) and venue (Section 12.j).

l. **Time is of the Essence.** Time is of the essence for every provision of this Agreement.

m. **Interpretation.** Neither this Agreement nor any of its provisions is to be construed against or interpreted to the disadvantage of either party because a party drafted this Agreement or the provision.

n. **Performance Through Others.** Companies may perform all of its obligations directly or through its affiliates or third parties. If performed through any of them, Service Provider's obligations with respect to such matters will still run directly to Companies.

o. **Cross Default.** Any default by Service Provider, any Owner of Service Provider, or any entity in which any Owner has any ownership interest, in the performance or observance of any of the terms and conditions under any agreement between Companies or any affiliate and Service Provider, any Owner of Service Provider, or any entity in which any Owner has any ownership interest, shall be deemed to be an event of default under all other agreements between Companies and Service Provider, any Owner of Service Provider, or any entity in which any Owner has any ownership interest.

*[SIGNATURE PAGE FOLLOWS]*

This Commercial Accounts Participation Agreement is entered into as of the date signed below.

SERVPRO OF \_\_\_\_\_

Franchise No: \_\_\_\_\_

\_\_\_\_\_  
[Entity]

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

Signature, individually and on behalf of any company or business entity in which I have an ownership interest, now or in the future.

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

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

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

Signature, individually and on behalf of any company or business entity in which I have an ownership interest, now or in the future.

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

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

**Please scan and email signed contract to [legalcapa@servpronet.com](mailto:legalcapa@servpronet.com):**

\*Note: Service Provider must fill in business name (entity) "Servpro of \_\_\_\_\_", and Owners must sign and print name.

**Franchisee signature and delivery of scanned Agreement by email to [legalcapa@servpronet.com](mailto:legalcapa@servpronet.com) constitute acceptance and agreement to these terms and conditions.**

**EXHIBIT R**

**COMMERCIAL ACCOUNTS QUALIFICATION**



**COMMERCIAL ACCOUNTS PROGRAM QUALIFICATION (CAPA)**

<b>Participation Year:</b> _____	<b>New Franchise:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Owners:</b> _____	<b>1<sup>st</sup> Month of Operation:</b> _____
<b>SERVPRO of:</b> _____	<b>Franchise No.</b> _____
	<b>Franchise No.</b> _____

**Franchisee meets all qualification criteria in Select National Accounts Program Agreement (“SNAPA”), which includes the NAPA criteria and Franchisee has a signed Commercial Accounts Participation Agreement on file.**

**To participate in CAPA - Level I for Commercial Losses up to \$25,000, all items on Page 1 below must be answered YES. Please Note: Failure may result in a red light and no referrals from the Customer Care Center; repeated failures may result in removal from Program participation.**

Guideline 101. Franchisee maintains a minimum Job Management Score of 80%.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 102. Franchisee has an established protocol to accept warm transfers 24/7 for commercial losses (not an answering service). Franchisee has an emergency contact on file with the SERVPRO® National Customer Care Center.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 103. Franchisee has completed a minimum of twelve (12) ERPs for commercial locations and agrees to complete at least twelve (12) ERPs per year to maintain qualified CAPA status.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 104. Franchisee must show the ability to mobilize within 15 minutes of dispatch for all 1-800-SERVPRO commercial referrals and IAC dispatches. Turn-downs are discouraged and generally only acceptable in storm mode to maintain program eligibility.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 105. Franchisee agrees to adhere to any revisions requested by the CLLD to comply with industry standards, norms, and sound business practices and applicable SERVPRO policies if CLLD determines it necessary or proper for a particular job.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 106. Franchisee can show proof of temporary labor and additional equipment resources pre-arranged with after-hours contact numbers available.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 107. Franchisee agrees to enter First Notice of Loss (FNOL) data for all Commercial Losses received, regardless of source (includes local jobs), into WorkCenter™ Office within 24 hours of first notice of loss. Franchisee also agrees to contact CLLD by phone or e-mail at <a href="mailto:CommercialLoss@servpronet.com">CommercialLoss@servpronet.com</a> within 24 hours of on-site arrival for all commercial jobs, regardless of referral source, with a potential reserve figure over \$25,000. Any deviation from the initial reserve in excess of five (5) percent for these losses must be communicated to the client and copied to the CLLD when identified.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 108. Franchisee has selected an approved CAPA Mentor whom they will contact for any commercial job with an initial reserve over \$25,000, or with the possibility of exceeding \$25,000, and will notify their FBC. The reason for this requirement is to have an experienced Franchisee available to review these types of jobsites and confirm Franchisees are following commercial guidelines and industry standards in producing the loss (there is no intent to remove Franchisees from the jobsite).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 109. Franchisee has completed all required CAPA training as described in Bulletin #5590-F.	<input type="checkbox"/> Yes <input type="checkbox"/> No

**The Franchisee must be CAPA – Level I to participate in CAPA - Level II for Commercial Losses \$25,000 - \$50,000, and the following qualifications must also be met:**

Guideline 201. Franchisee meets the threshold of \$76,000 per month total gross volume (\$912,000 annual gross volume).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 202. Franchisee employs at least two (2) nonowner SERVPRO® Marketing Representatives (SMR or SMM).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 203. Franchisee employs at least One (1) Production Manager.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 204. Franchisee employs at least Three (3) Crew Chiefs.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 205. Franchisee employs at least Two (2) Office Administrators.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 206. Franchisee has cash on hand of at least 2 times monthly expenses or at least greater than \$100,000 including current accounts receivable (less than 90 days without commercial). Owner personal savings in excess of current debt, credit cards, lines-of-credit, and 12-month debt service on long-term debt may be used to supplement business' financial statement. Retirement funds do not qualify. Owner must show bank statements evidencing savings account balances on deposit for at least 3 months.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 207. Franchisee has less than a 50% debt ratio, excluding loans to owners.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 208. Franchisee owns a minimum of 125 Air Movers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 209. Franchisee owns a minimum of 25 Dehumidifiers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 210. Franchisee owns a minimum of 4 Extractors.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 211. Franchisee owns a minimum of 5,000 cfm of individual filtration devices, when combined.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 212. Franchisee has completed on-the-job training (OJT) with an approved CAPA Mentor and has observed one (1) large commercial loss with an initial reserve over \$50,000, or with the possibility of exceeding \$50,000. Franchisee has presented a written practice/sample scope, action plan, and reserve/estimate to the CAPA Mentor for review. The CAPA Mentor has confirmed the Franchise has the ability to accurately reserve and set up a valid action plan for a large commercial loss. The CAPA Mentor has forwarded a copy of this exercise to the Commercial Large Loss Department at Corporate. (See Bulletin #4840-F for approved CAPA mentors.)  <i>*For Franchisees who have previously completed one or more large commercial losses over \$50,000, in lieu of OJT with an LLRT or ERTM, Franchisee has submitted the written scope, action plan, and estimate from a previous large commercial loss to CLLD demonstrating proficiency in the above criteria satisfying this requirement.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 213. Franchisee has identified a Large Loss Response Team Member or Extreme Response Team Member whom they will contact as a CAPA Mentor for any commercial job with an initial reserve over \$50,000, or with the possibility of exceeding \$50,000, and register with their General Trainer or FBC. The reason for this requirement is to have an experienced Franchise available to review these types of jobsites and confirm Franchisees are following commercial guidelines and industry standards in producing the loss (there is no intent to remove Franchisees from the jobsite).	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>Guideline 214. Franchisee agrees to enter First Notice of Loss (FNOL) data for all Commercial Losses received, <b>regardless of source (includes local jobs)</b>, into DryBook™ Mobile or WorkCenter™ Office within 24 hours of first notice of loss. Franchisee also agrees to contact CLLD by phone or e-mail at CommercialLoss@servpronet.com within 24 hours of on-site arrival for all commercial jobs, regardless of referral source, with a potential reserve figure over \$50,000. Any deviation from the initial reserve in excess of five (5) percent for these losses must be communicated to the client and copied to the CLLD when identified.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Guideline 215. Franchisee agrees that for any loss with an initial reserve figure over or with the possibility of exceeding \$50,000, CLLD may, at its discretion, engage a qualified General FBC, LLRT, or ERTM to visit the jobsite to verify industry standards, norms, standards of sound business practices, and applicable SERVPRO® policies are being followed and to help confirm that the Franchise has the capacity (personnel/experience, equipment, and finances) to produce the job in accordance with such standards. CLLD may assign an independent Large Loss Response Team member, Extreme Response Team member or others to coordinate, lead and/or guide production of any of such jobs or portions if CLLD determines the job may exceed Franchisee's expertise or capacity.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Guideline 216. Franchisee agrees to perform a site visit of all commercial losses with an initial reserve figure over \$50,000, or with the possibility of exceeding \$50,000, regardless of referral source. For losses under \$100,000 for LLRT, and \$250,000 for ERT, this obligation can be met by an approved qualified project manager.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

*Our signatures acknowledge that all information listed on this SERVPRO CAPA Form is true and a correct representation of the operation of the Franchise.*

\_\_\_\_\_  
Signature of Franchise Owner /  
Operator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Distributor /  
Franchise Business Consultant

\_\_\_\_\_  
Date

Note: Franchise Business Consultant is responsible for forwarding the CAPA Form to Corporate.

**EXHIBIT S**

**RECONSTRUCTION QUALIFICATION**

**RECONSTRUCTION QUALIFICATION**

<b>Participation Year:</b> _____	<b>New Franchise:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Owners:</b> _____	<b>1<sup>st</sup> Month of Operation:</b> _____
<b>SERVPRO of:</b> _____	<b>Franchise No.</b> _____
	<b>Franchise No.</b> _____

**Franchisee meets all qualification criteria in Select National Accounts Program Agreement (“SNAPA”), which includes the National Accounts Participation Agreement (“NAPA”) criteria. To participate in RAPA all items below must be answered YES. Please Note: Failure to comply with the guidelines may result in a red light and no referrals from the SERVPRO® Customer Care Center; repeated failures may result in removal from program participation. Reporting thresholds are for all losses regardless of source.**

Guideline 301. Franchisee or Franchisee’s separate construction company (if applicable) has a current contractor’s license for the state and applicable tiers of local government as may be required, which may include counties, towns/townships, cities, boroughs, and villages, where work will be performed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 302. Beginning January 1, 2020, if Franchisee uses a separate business entity (company) to perform reconstruction services, all owners of that separate entity must also be owners on the SERVPRO® Franchise License Agreement. Franchises with separate entity owners who are not owners on the SERVPRO® Franchise License Agreement qualify to participate in RAPA if all other guidelines are met.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 303. Franchisee employs a competent and qualified Project Manager with at least two years of reconstruction experience and a Reconstruction Coordinator.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 304. Subcontractors must have compliant Independent Contractor (Subcontractor) Agreement Forms (SERVPRO Form #28548 or equivalent adapted for your area), evidence of insurance with Franchise named as additional insured, and references.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 305. Franchisee has produced a minimum volume of \$1,000,000 million in Total Reconstruction Gross Volume and Residential Reconstruction Gross Volume must be at least \$600,000 over the past twelve (12) months for which work has been invoiced and royalties paid. Individual commercial reconstruction jobs in excess of \$100,000 are excluded from qualifying commercial volume. Note: Reconstruction Volume is defined as revenues received as a result of the Franchisee managing reconstruction projects including labor, trades, and materials. Subcontract Volume associated with mitigation work is not considered Reconstruction Gross Volume.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 306. Franchisee has the capacity to produce five (5) or more reconstruction projects per month on average.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 307. Franchisee has the ability to produce estimates within three (3) days of arriving on the job site using SERVPRO’s designated reconstruction job management system.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 308. Franchisee has separate reconstruction financial statements in QuickBooks® and adheres to SERVPRO’s recommended Chart of Accounts.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 309. Franchisee maintains a minimum working capital or available credit line of \$200,000. For this guideline, Accounts Receivable equal to, or greater than, 120 days old are not considered working capital.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 310. Franchisee adheres to the Construction Standards of Performance and the Standard of Care requirements as documented in the most current bulletins for each, maintains minimum insurance coverages for Reconstruction Services as documented in the most current bulletin on minimum insurance coverages.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 311. Franchisee uses SERVPRO® reconstruction forms located at: <a href="https://www.sso.servpronet.com/connect/forms-resources/forms/production-forms/reconstruction-forms">https://www.sso.servpronet.com/connect/forms-resources/forms/production-forms/reconstruction-forms</a> or compliant documentation adapted for your area.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 312. Franchisee has completed all required RAPA training as described in Bulletin 5590-F.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 313. Upon notice, Franchisee agrees to grant job site and job file access to a SERVPRO-designated representative.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 314. Franchisee maintains greater than or equal to a 3.0 star rating listed on Yelp™, Google™, and/or Facebook™ online review sites.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Guideline 315. Franchisee is responsible to maintain a professional appearance of all reconstruction employees, fleet vehicles, equipment, and a neat and organized warehouse. Franchisee requires uniformity and professionalism from subcontractors. Employees should wear uniforms which display the name of the reconstruction company.	<input type="checkbox"/> Yes <input type="checkbox"/> No

*Our signatures acknowledge that all information listed on this RAPA Form is true and a correct representation of the operation of the Franchise.*

\_\_\_\_\_  
Signature of Franchise Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Franchise Business  
Consultant

\_\_\_\_\_  
Date

04/15/2024

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## **EXHIBIT T**

### **STATE-SPECIFIC ADDENDA AND RIDERS**

#### **NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES**

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

**ADDITIONAL DISCLOSURES FOR THE  
FRANCHISE DISCLOSURE DOCUMENT OF  
SERVPRO FRANCHISOR, LLC**

The following are additional disclosures for the Franchise Disclosure Document of **SERVPRO FRANCHISOR, LLC** required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

**HAWAII**

**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 REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

1. The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

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

**MARYLAND**

1. The following language is added as the last paragraph of Items 5 and 7 of the Franchise Disclosure Document:

Despite the payment provisions above, we will defer your payment of the initial franchise fee due to us under the Franchise License Agreement until we have

fulfilled all our initial obligations to you under the Franchise License Agreement and you have commenced operating the SERVPRO business. You must pay us the initial franchise fee on the day you begin operating your SERVPRO business.

2. The following language is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. The following language is added to the end of the “Summary” section of Item 17(h), entitled **“Cause” defined – non-curable defaults**:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

4. The following language is added to the end of the “Summary” section of Item 17(v), entitled **Choice of forum**:

; however, to the extent required by the Maryland Franchise Registration and Disclosure Law, but subject to your arbitration obligation, you may bring an action in Maryland.

5. The following language is added to the end of the “Summary” section of Item 17(w), entitled **Choice of forum**:

Except for Federal Arbitration Act and other federal law, to the extent required by law, Maryland law applies.

6. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

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

## **MINNESOTA**

1. The following statement is added to the end of Item 6:



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

2. The following statements are added to the end of Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the disclosure document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Those provisions also provide that no condition, stipulation, or provision in the Franchise Agreement will in any way abrogate or reduce any of your rights under the Minnesota Franchises Law, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

Any release required as a condition of renewal, sale and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

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

## **NORTH DAKOTA**

1. The "Summary" sections of Items 17(c) and 17(m) are amended by adding the following:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The "Summary" section of Item 17(i) is amended by adding the following:

The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North

Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

3. The "Summary" section of Item 17(r) is amended by adding the following:

Covenants not to compete such as those mentioned above generally are considered unenforceable in North Dakota. However, we will seek to enforce them to the extent enforceable.

4. The "Summary" section of Item 17(v) is amended by adding the following:

To the extent required by the North Dakota Franchise Investment Law, but subject to your arbitration obligations, you may bring an action in North Dakota.

5. The "Summary" section of Item 17(w) is amended by adding the following:

Except for federal law, North Dakota law applies.

6. The "Summary" section of Item 17(w) of the Franchise Disclosure Document is deleted in its entirety and replaced with the following.

Except for federal law, North Dakota law applies.

7. The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

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

\*\*\*\*\*

#### ASSURANCE OF DISCONTINUANCE STATE OF WASHINGTON

To resolve an investigation by the Washington Attorney General and without admitting any liability, Servpro Industries, LLC entered into an Assurance of Discontinuance ("AOD") with the State of Washington in November 2019, as a result of which it removed from Servpro franchise agreements a provision which restricts a franchisee from soliciting and/or hiring the employees of other Servpro franchisees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. Similar provisions have historically been found in franchise agreements across all industries. Servpro Industries agreed, as part of the AOD, not to enforce this provision in any existing franchise agreement, and Servpro franchisees have been notified accordingly. The State of Washington did not assess any fines or other monetary penalties against Servpro Industries.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
FRANCHISE LICENSE AGREEMENT**

**RIDER TO THE  
SERVPRO FRANCHISOR, LLC  
FRANCHISE LICENSE AGREEMENT  
FOR THE STATE OF MARYLAND**

This RIDER is made and entered into as of the date executed and accepted by FRANCHISOR (the "Effective Date") by and between SERVPRO FRANCHISOR, LLC, a Delaware limited liability company having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 ("FRANCHISOR") and \_\_\_\_\_ ("OPERATOR").

1. **BACKGROUND.** FRANCHISOR and you are parties to that certain Franchise License Agreement with an effective date of \_\_\_\_\_, \_\_\_\_\_ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being entered into because (a) OPERATOR is a resident of the State of Maryland; or (b) the franchise will be located in the State of Maryland.

2. **RELEASES.** The following language is added to the end of Sections 1.2, 5.5, and 10.2 of the Agreement:

; provided, however, that such general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. **FEES.** The following language is added to the end of Section 3.1 of the Agreement:

Despite the payment provisions above, we will defer your payment of the initial franchise fee due to us under this Agreement until we have fulfilled all our initial obligations to you under this Agreement and you have commenced operating the SERVPRO business. You must pay us the initial franchise fee on the day you begin operating your SERVPRO business.

4. **GOVERNING LAW.** The following language is added to the end of Section 13.10 of the Agreement:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **CONSENT TO JURISDICTION.** The following language is added to the end of Section 13.11 of the Agreement:

Franchisee may, subject to its arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **LIMITATIONS OF CLAIMS.** The following language is added to the end of Section 12 of the Agreement:

, except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

8. **ACKNOWLEDGMENTS.** The following language is added as Section 13.13 of the Agreement:

No representations in Section 13 are intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**OPERATOR:**

By:

\_\_\_\_\_  
[Name]

Date:

\_\_\_\_\_

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

[Name]

Date:

\_\_\_\_\_

Accepted in Gallatin, Tennessee.

**FRANCHISOR:**

SERVPRO FRANCHISOR, LLC

By:

\_\_\_\_\_  
Authorized Signing Officer

Date:

\_\_\_\_\_

**RIDER TO THE  
SERVPRO FRANCHISOR, LLC  
FRANCHISE LICENSE AGREEMENT  
FOR THE STATE OF MINNESOTA**

This RIDER is made and entered into as of the date executed and accepted by FRANCHISOR (the "Effective Date") by and between SERVPRO FRANCHISOR, LLC, a Delaware limited liability company having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 ("FRANCHISOR") and \_\_\_\_\_ ("OPERATOR").

1. **BACKGROUND.** FRANCHISOR and you are parties to that certain Franchise License Agreement with an effective date of \_\_\_\_\_, \_\_\_\_\_ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being entered into because (a) the offer or sale of the franchise was made in the State of Minnesota and/or (b) the franchise will be located in Minnesota.

2. **RELEASES.** The following language is added to the end of Sections 1.2, 5.5, and 10.2 of the Agreement:

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law with respect to claims arising under Minn. Rule 2860.4400D.

3. **TRADEMARKS.** The following sentence is added to the end of Section 6.4:

To the extent required by the Minnesota franchise law, FRANCHISOR will protect OPERATOR's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. **TERMINATION.** The following language is added to the end of Section 10 of the Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

5. **GOVERNING LAW.** The following language is added to the end of Section 13.10 of the Agreement:

Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

6. **CONSENT TO JURISDICTION.** The following language is added to the end of Section 13.11 of the Agreement:

Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your rights to any procedure, forum, or remedies that the laws of the jurisdiction provide.

7. **WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES.** If and then only to the extent required by the Minnesota Franchises Law, Sections 13.22 and 14.14 of the Agreement are deleted in their entirety.

8. **LIMITATIONS OF CLAIMS.** The following language is added to the end of Section 12 of the Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**OPERATOR:**

By:

\_\_\_\_\_  
[Name]

Date:

\_\_\_\_\_

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

[Name]

Date:

\_\_\_\_\_

Accepted in Gallatin, Tennessee.

**FRANCHISOR:**

SERVPRO FRANCHISOR, LLC

By:

\_\_\_\_\_

Authorized Signing Officer

Date:

\_\_\_\_\_

**RIDER TO THE  
SERVPRO FRANCHISOR, LLC  
FRANCHISE LICENSE AGREEMENT  
FOR THE STATE OF NORTH DAKOTA**

This RIDER is made and entered into as of the date executed and accepted by FRANCHISOR (the "Effective Date") by and between SERVPRO FRANCHISOR, LLC, a Delaware limited liability company having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 ("FRANCHISOR") and \_\_\_\_\_ ("OPERATOR").

1. **BACKGROUND.** FRANCHISOR and you are parties to that certain Franchise License Agreement with an effective date of \_\_\_\_\_, \_\_\_\_\_ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being entered into because (a) operator is a resident of North Dakota and the franchise that will operate under the Agreement will be located in North Dakota, and/or (b) any of the franchise offering or sales activity occurred in North Dakota.

2. **RELEASES.** The following language is added to the end of Sections 1.2, 5.5, and 10.2 of the Agreement:

Any release executed will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

3. **LIQUIDATED DAMAGES.** The following language is added to the end of Sections 2.4 and 4.4 of the Agreement:

The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

4. **COVENANTS NOT TO COMPETE.** The following language is added to the end of Section 6.6 of the Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, you acknowledge and agree that we intend to seek enforcement of these provisions to the extent allowed under the law.

5. **ARBITRATION.** Section 14.3 of the Agreement is amended to read as follows:

All proceedings will be conducted at a suitable location chosen by the arbitrator that is within forty (40) miles of where FRANCHISOR has its principal business address at the time the arbitration demand is filed, provided, however, that to the extent required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration proceedings will be held at a site to which we and you agree.



6. **GOVERNING LAW.** The following language is added to the end of Section 14.4. of the Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, North Dakota law will apply to this Agreement.

7. **CONSENT TO JURISDICTION.** The following language is added to the end of Section 13.11. of the Agreement:

However, to the extent required by applicable law, but subject to Operator's arbitration obligations, Operator may bring an action in North Dakota.

8. **WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES AND JURY TRIAL.** If and then only to the extent required by the North Dakota Franchise Investment Law, Sections 13.22 and 14.14 of the Agreement are deleted in their entirety.

9. **LIMITATION OF CLAIMS.** The following sentence is added to the end of Section 12 of the Agreement:

The statutes of limitations under North Dakota law apply with respect to claims arising under the North Dakota Franchise Investment Law.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have executed and delivered this Rider effective on the date stated on the first page above.

**OPERATOR:**

By:

\_\_\_\_\_  
[Name]

Date:

\_\_\_\_\_

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

[Name]

Date:

\_\_\_\_\_

Accepted in Gallatin, Tennessee.

**FRANCHISOR:**

SERVPRO FRANCHISOR, LLC

By:

\_\_\_\_\_  
Authorized Signing Officer

Date:

\_\_\_\_\_

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

California	April 15, 2024 (Exempt)
Hawaii	Pending
Illinois	April 15, 2024 (Exempt)
Indiana	April 15, 2024 (Exempt)
Maryland	Pending (Exempt)
Michigan	April 15, 2024
Minnesota	Pending
New York	April 15, 2024 (Exempt)
North Dakota	Pending (Exemption)
Rhode Island	Pending (Exempt)
South Dakota	April 15, 2024
Virginia	Pending (Exempt)
Washington	Pending (Exempt)
Wisconsin	April 15, 2024

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

**EXHIBIT U**

**RECEIPTS**

## 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 Servpro Franchisor, 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.

Michigan requires that We provide 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 Servpro Franchisor, 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, D.C. 20580 and the appropriate state agency identified on Exhibit L.

The franchisor is Servpro Franchisor, LLC located at 801 Industrial Boulevard, Gallatin, Tennessee 37066. Its telephone number is 615-451-0200. The contact information for Our franchise sellers appears below.

Date of Issuance: April 15, 2024

We authorize the respective state agencies identified on Exhibit M to receive service of process for Us in the particular states. I received a disclosure document from Servpro Franchisor, LLC dated April 15, 2024, that included the following Exhibits:

- A. Our Franchise License Agreement with Exhibits
- B. *ServproNET*<sup>®</sup> Policies and Procedures Agreement
- C. Software License
- D. Territorial Policy Acknowledgment and Territorial Policy
- E. Secured Promissory Note and Security Agreement
- F. Deposit to Reserve Territory
- G. List of Owners, Partners, Members, Shareholders
- H. Guaranty Agreement
- I. Confidentiality and Non-Competition Agreement for Non-Owner Spouse
- J. Confidentiality and Non-Competition Agreement for Resale Buyer
- K. Audited Financial Statements
- L. List of State Administrators and List of State Agents for Service of Process
- M. List of Our Current Franchisees as of December 31, 2023 (Franchise Roster by State) and List of Our Franchisees Who Have Left the System
- N. Transfer of Servpro Franchise and General Release
- O. Select National Accounts Participation Agreement
- P. National Accounts Qualification
- Q. Commercial Accounts Participation Agreement
- R. Commercial Accounts Qualification
- S. Reconstruction Qualification
- T. State-Specific Addenda and Riders
- U. Receipts

In addition, I received the Equipment and Products Package List.

PROSPECTIVE OR RENEWING FRANCHISEE:

Owners and spouses sign below:

I sign individually and on behalf of any company or business entity in which I have an ownership interest, now or in the future.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**New Franchise Sales Only:** Please fill in the following Addendum to Receipt to identify individuals with whom You had significant contact during the franchise sales process. Please return the Addendum with Your Receipt.

**KEEP THIS COPY FOR YOUR RECORDS.** This disclosure document is also available in pdf format on Our website, [www.servpro.com](http://www.servpro.com). You will need to obtain a password from Our Franchise Expansion Department for new sales.

**Addendum to Receipts, Item 23 of the  
Franchise Disclosure Document for Servpro Franchisor, LLC**

The following individuals had significant contact with Me/Us during the sales process and acquisition of a SERVPRO franchise license.

Please check all that apply:

- Laura Williams, VP, Franchise Expansion  
Servpro Industries, LLC  
801 Industrial Blvd.  
Gallatin, TN 37066  
615-451-0200
  
- Julie Ingram, Franchise Expansion Manager  
Servpro Industries, LLC  
801 Industrial Blvd.  
Gallatin, TN 37066  
615-451-0200
  
- Brandon Bearden, Franchise Expansion Manager  
Servpro Industries, LLC  
801 Industrial Blvd.  
Gallatin, TN 37066  
615-451-0200 .
  
- Todd Havens, Franchise Expansion Manager  
Servpro Industries, LLC  
801 Industrial Blvd.  
Gallatin, TN 37066  
615-451-0200

Additional parties with significant contact during the sales and acquisition process.

**Servpro Distributor (if applicable):**

**Other (if applicable):**

Name: \_\_\_\_\_  
 Servpro of \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

\_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Signature)

## 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 Servpro Franchisor, 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.

Michigan requires that We provide 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 Servpro Franchisor, 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, D.C. 20580 and the appropriate state agency identified on Exhibit L.

The franchisor is Servpro Franchisor, LLC located at 801 Industrial Boulevard, Gallatin, Tennessee 37066. Its telephone number is 615-451-0200. The contact information for Our franchise sellers appears below.

Date of Issuance: April 15, 2024

We authorize the respective state agencies identified on Exhibit M to receive service of process for Us in the particular states. I received a disclosure document from Servpro Franchisor, LLC dated April 15, 2024, that included the following Exhibits:

- A. Our Franchise License Agreement with Exhibits
- B. *ServproNET*<sup>®</sup> Policies and Procedures Agreement
- C. Software License
- D. Territorial Policy Acknowledgment and Territorial Policy
- E. Secured Promissory Note and Security Agreement
- F. Deposit to Reserve Territory
- G. List of Owners, Partners, Members, Shareholders
- H. Guaranty Agreement
- I. Confidentiality and Non-Competition Agreement for Non-Owner Spouse
- J. Confidentiality and Non-Competition Agreement for Resale Buyer
- K. Audited Financial Statements
- L. List of State Administrators and List of State Agents for Service of Process
- M. List of Our Current Franchisees as of December 31, 2023 (Franchise Roster by State) and List of Our Franchisees Who Have Left the System
- N. Transfer of Servpro Franchise and General Release
- O. Select National Accounts Participation Agreement
- P. National Accounts Qualification
- Q. Commercial Accounts Participation Agreement
- R. Commercial Accounts Qualification
- S. Reconstruction Qualification
- T. State-Specific Addenda and Riders
- U. Receipts



In addition, I received the Equipment and Products Package List.

PROSPECTIVE OR RENEWING FRANCHISEE:

Owners and spouses sign below:

I sign individually and on behalf of any company or business entity in which I have an ownership interest, now or in the future.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

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(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**New Franchise Sales Only:** Please fill in the following Addendum to Receipt to identify individuals with whom You had significant contact during the franchise sales process. Please return the Addendum with Your Receipt.

Please sign and return as follows:

**Please print and sign this copy of this receipt, date Your signature, scan and return it to Servpro Franchisor, LLC** via email. Alternatively, you may DocuSign®, or use other designated electronic signature and delivery. You will need to obtain a password from Our Franchise Expansion Department for new sales.

**Addendum to Receipts, Item 23 of the  
Franchise Disclosure Document for Servpro Franchisor, LLC**

The following individuals had significant contact with Me/Us during the sales process and acquisition of a SERVPRO franchise license.

Please check all that apply:

- Laura Williams, VP, Franchise Expansion  
Servpro Industries, LLC  
801 Industrial Blvd.  
Gallatin, TN 37066  
615-451-0200
  
- Julie Ingram, Franchise Expansion Manager  
Servpro Industries, LLC  
801 Industrial Blvd.  
Gallatin, TN 37066  
615-451-0200
  
- Brandon Bearden, Franchise Expansion Manager  
Servpro Industries, LLC  
801 Industrial Blvd.  
Gallatin, TN 37066  
615-451-0200 .
  
- Todd Havens, Franchise Expansion Manager  
Servpro Industries, LLC  
801 Industrial Blvd.  
Gallatin, TN 37066  
615-451-0200

Additional parties with significant contact during the sales and acquisition process.

**Servpro Distributor (if applicable):**

**Other (if applicable):**

Name: \_\_\_\_\_  
 Servpro of \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Signature)