



FRANCHISE DISCLOSURE DOCUMENT
20152016

#29100AA-F

FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES



SERVPRO INDUSTRIES, INC.
801 Industrial Boulevard
P. O. Box 1978
Gallatin, TN 37066
(615) 451-0200 or (800) 826-9586
Kbrown@servpronet.com
www.servpro.com

You will provide professional residential and commercial cleaning, and restoration of damage caused by fire, flood, and other disasters.

The total investment necessary to begin operation of a Servpro Industries, Inc. franchise for an associate license is from ~~\$141,550.00~~ 156,075.00 dollars to ~~\$191,200.00~~ 209,950.00 dollars. This includes ~~\$110,000.00~~ 112,750.00 dollars that must be paid to the franchisor, consisting of ~~\$45~~ 46,000.00 dollars for the license and ~~\$65,000.00~~ 66,750.00 dollars for the required Equipment and Products Package, plus sales and use tax where applicable.

These estimates do not include any additional franchise or license fee for a larger operating territory or distribution area, rent for a business location or your salary during the initial start-up period.

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 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 (382-4357) or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: April 1, 2015~~2016~~

SPECIAL RISK FACTORS:

1. **THE FRANCHISE AGREEMENT PERMITS YOU TO MEDIATE, SUE US OR DEMAND ARBITRATION ONLY IN THE STATE OF TENNESSEE. OUT OF STATE MEDIATION, LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO MEDIATE, SUE US OR ARBITRATE IN TENNESSEE THAN IN YOUR HOME STATE. YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND IT MAY NOT BE ENFORCEABLE IN YOUR STATE. SEE SPECIAL STATE DISCLOSURES IN THE STATE ADDENDA TO THE FRANCHISE AGREEMENT AND DISCLOSURE DOCUMENT.**
2. **THE FRANCHISE AGREEMENT STATES THAT TENNESSEE LAW GOVERNS THE AGREEMENT. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND IT MAY NOT BE ENFORCEABLE IN YOUR STATE. SEE SPECIAL STATE DISCLOSURES IN THE STATE ADDENDA TO THE FRANCHISE AGREEMENT AND DISCLOSURE DOCUMENT.**
3. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

REGISTRATION OF THIS FRANCHISE WITH THE STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE OFFERING CIRCULAR IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE STATE ADMINISTRATORS LISTED ON EXHIBIT ~~N~~M.

Information comparing franchisors is available. Call the state administrators listed on Exhibit ~~N~~M or your public library for sources of information.

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit N-M for information about the franchisor, or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION, ARBITRATION AND LITIGATION ONLY IN TENNESSEE. OUT-OF-STATE MEDIATION, ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE, ARBITRATE AND/OR LITIGATE WITH US IN TENNESSEE THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT TENNESSEE LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California	April 1, ~~2015~~ <u>2016</u>
Hawaii	Pending
Illinois	April 1, ~~2015~~ <u>2016</u>
Indiana	April 1, ~~2015~~ <u>2016</u>
Maryland	Pending
Michigan	April 1, ~~2015~~ <u>2016</u>
Minnesota	Pending
New York	April 1, ~~2015~~ <u>2016</u>
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

NOTICE OF AVAILABLE DISCLOSURE

You may view and download our disclosure document on our website, www.servpro.com, after receiving a password from our Franchise Expansion Division.

Because the disclosure at our website is in pdf format, you will need to have Adobe Reader software installed on your computer to view and print the disclosure document.

If desired, we can furnish you with our disclosure document in paper form upon request.

**NOTICE REQUIRED BY
THE STATE OF MICHIGAN**

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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
~~Antitrust and Franchise Unit~~Section
 525 West Ottawa Street
 Lansing, Michigan 48913
 (517) 373-7117

Despite subparagraph (f) above, we intend to enforce the provisions of the arbitration section contained in our Franchise License Agreement. We believe that subparagraph (f) is preempted by United States Federal law and cannot preclude us from enforcing our arbitration agreement. You acknowledge that we will seek to enforce this section as written.

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EXHIBITS

A.	Our Franchise License Agreement	Exhibit A
	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	
D.	State Addenda and Supplemental State Information: California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Washington and Wisconsin.	
~~B.~~	~~Telephone Number and Domain Name Assignment and Power of Attorney~~	~~Exhibit B~~
~~CB.~~	~~ServproNET® Policies and Procedures Agreement~~	~~Exhibit CB~~
~~DC.~~	~~Software License~~	~~Exhibit DC~~
~~ED.~~	~~Personal Responsibility Statement.....~~	~~Exhibit~~
~~ED~~		
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~~GF.~~	~~Secured Promissory Note and Security Agreement~~	~~Exhibit GF~~
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~~KJ.~~	~~Confidentiality Agreement.....~~	~~Exhibit~~
~~KJ~~		
~~LK.~~	~~Confidentiality and Non-Competition Agreement for Buyer~~	~~Exhibit LK~~
~~ML.~~	~~Our Audited Financial Statements~~	~~Exhibit ML~~
~~NM.~~	~~List of State Administrators and List of State Agents for Service of Process~~	~~Exhibit NM~~
~~ON.~~	~~List of Our Distributors~~	~~Exhibit ON~~
~~PO.~~	~~List of Our Current Franchisees as of March 1, 20156 (Franchise Roster by State) and List of Our Franchisees Who Have Left the System as of December 31, 20154.....~~	~~Exhibit PO~~
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~~V.~~	~~Receipts.....~~	~~Exhibit V~~

Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

In the Disclosure Document, “We”, “Us” or “Our” means SERVPRO INDUSTRIES, INC. “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 were incorporated in the State of Nevada on June 24, 1977. We maintain Our principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066. We do business under Our corporate name and under the names Servpro® and Building Service and Maintenance. We do not engage in any other businesses. Our agents for service of process are listed on Exhibit ~~AM~~.

We have offered franchises, which provide cleaning and damage restoration services as described below (the “Franchise”) since 1969. We do not currently own or operate any Franchises although We may do so. As of December 31, ~~2014~~2015, We had ~~1,624~~630 total franchise licenses in the United States.

From 1985 to 1992, We offered and licensed janitorial services franchises under the name Building Service and Maintenance. As of December 31, ~~2015~~2014, We had 2 combined Servpro/Building Service and Maintenance franchises offering janitorial services in the United States.

We have also offered an area representative franchise which distributes Servpro® products, provides training, consulting and other assistance and services to Our franchisees in order to facilitate development of the Franchises (the “Distributorship”) since 1969. A Distributorship is designated at two (2) levels, a Trainer Distributor, and a Director Distributor and may include the right to solicit prospective franchisees on Our behalf. As of December 31, ~~2015~~2014, We had ~~4340~~ Trainer Distributor licenses and 13 Director Distributor licenses in the United States. We offer these through a separate Franchise Disclosure Document, as required by the North American Securities Administrators Association, Inc. Prior to 2015, We offered franchises and Distributorships through a single unified Franchise Disclosure Document.

Our Parents, Predecessors and Affiliates

Servpro Industries, Inc. (“Our Predecessor”) was incorporated in the State of California on September 1, 1967 and was merged into Us on July 1, 1977. Our Predecessor maintained its principal place of business at 4545 Orange Grove, Sacramento, California prior to the merger. We moved Our principal place of business to 11357 Pyrites Way, Rancho Cordova, California in December 1977 before moving to Gallatin, Tennessee in September 1988.

We have been a wholly-owned subsidiary of Servpro Holding Company, Inc. (“Our Parent”) since Our Parent was incorporated in the State of Tennessee on August 31, 1998. Our Parent maintains its principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066. Our Parent conducts no business under its corporate name. Our Parent does not own or operate any Franchises, nor has it offered franchises in any other line of business.

We have affiliates We are required to report.

Servpro Intellectual Property, Inc., a subsidiary of Our parent, was incorporated in Tennessee on January 1, 2004. Servpro Intellectual Property, Inc. licenses intellectual property to Us and We, in turn, license this intellectual property to You to use in Your franchised business, including the trademarks and copyrights described in Items 13 and 14. Three of Our shareholders formed ERnet[®] Property Resource Group LLC, a third-party administrator, which provides referral of emergency response services for commercial clients. Qualified SERVPRO franchisees may receive referrals to provide emergency services for ERnet[®] commercial clients. In the past, ERnet[®] also negotiated contracts with national vendors to provide SERVPRO franchisees favorable prices on goods and services based on the aggregate buying power of Our franchise system. However, in June 2010, the members of ERnet[®] spun off the business described in the preceding sentence to a newly-formed entity, Resource Center, LLC.

In June 2010, Our Parent formed Servpro International, LLC to franchise and/or own affiliates that franchise in countries outside of the United States of America. Servpro Industries (Canada) ULC, a subsidiary of Servpro International, LLC, is an Alberta, Canada company as of July 16, 2014. The company was originally formed on April 23, 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. Existing franchisees on that date will be assigned.

Our Parent formed the subsidiary Servpro Professional Cleaning Products, Inc. which began developing, mixing and blending professional cleaning products on October 1, 2006 for distribution by Us to the Servpro franchisees.

The owners of Our Parent formed a financing company to acquire the initial franchise fee, equipment and product notes and their rights to collateral that were then held by Us. Servpro Finance, LLC, formerly known as SPF, LLC, intends to also acquire future notes together with their rights to associated collateral from Us as franchisees are added to the system. All of the servicing of such notes will continue to be handled by Us.

On December 30, 2004, Restoration Risk Retention Group, Inc. ("RRRG") was approved by the Director of Insurance for the State of Arizona. RRRG is a captive insurance company that We helped form under the federal Liability Risk Retention Act to provide insurance to Our franchisees that meet RRRG's underwriting guidelines. During the fall of 2011, RRRG decided to move its domestication to Vermont and the move was finalized in the spring of 2012. We own 200 shares of Class A stock and one of Our officers owns the issued Class B stock. The remainder of stock is owned by the RRRG's insureds, which consist of Our franchisees. Under federal law, each insured of a risk retention group must own its stock. Each Franchise will be required to purchase 200 shares at \$1.00 per share of RRRG class A stock 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~~Limited Service and ~~repair liability~~Repair Liability policies. The 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 the 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.

On December 7, 2012, Our Parent formed Servpro Commercial, LLC to solicit commercial loss work of all sizes and types.

On May 30, 2012, Our Parent formed Servpro Catastrophe, LLC to solicit very large commercial loss work. Servpro Catastrophe, LLC may enter into agreements with large commercial clients to refer cleaning and restoration services. 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.

On July 30, 2013, three of Our shareholders formed IS Document Restoration, LLC. On July 30, 2013, the owners of IS Document Restoration, LLC formed Document Restoration, LLC for the purpose of offering specialty restoration services. Document Restoration, LLC owns a drying chamber utilized primarily for documents damaged by water, mold and fire. The services of the drying chamber will be available to franchisees around the country. None of the franchisees will be required to use the services of the drying chamber. Effective January 1, 2016, the members of IS Document Restoration, LLC assigned their membership interests to the shareholders of Servpro Holding Company, Inc. and merged the company with and into Document Restoration, LLC. Document Restoration, LLC is now a wholly-owned subsidiary of Servpro Holding Company, Inc.

On April 2, 2015, Our Parent formed Servpro Catastrophe (Canada) ULC, an Alberta, Canada company, to operate in Canada.

Description of the Franchise

You will operate a Franchise business offering and selling some or all of the following: professional residential and commercial cleaning, fire, smoke, water, and other damage cleaning, restoration ~~and~~ mitigation, repair and reconstruction, and mold remediation services; deodorization, odor removal, and any services or goods related to or connected to the foregoing, including, without limitation: losses from events and disasters, such as fire, flood, earthquake, storm; contents cleaning; duct cleaning; floor, carpet, drapery and upholstery cleaning; dry cleaning; carpet sales and installation; construction ~~and reconstruction~~ services; carpentry; janitorial services; maintenance and painting services; and You may sell certain cleaning related products using the standards, procedures, techniques, processes, and methods of operation developed by Us for the Franchise (the "System") within a specified non-exclusive geographical area (the "Operating Territory") under the trade name Servpro®, a registered service mark, 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"). Our standard form of Franchise License Agreement is attached to this Disclosure Document as Exhibit A.

The services and products of the Franchise are used by customers and clients in their homes, business and governmental establishments. Some of these services are typically offered seasonably or subject to adverse weather or catastrophic situations. The residential, commercial, and insurance restoration markets for the cleaning and restoration services of the Franchise are well developed. We provide You with access to advertising and promotional products and information to aid You in Your marketing and promotion of Your Franchise. We directly market some of Your services to insurance companies and organizations ("National Accounts") in conjunction with the National Marketing and Advertising Fund (see Items 8 and 11, Additional Post Opening Obligations, Number 5). We also promote damage restoration

| services for large catastrophic losses– and commercial accounts, such as commercial clients, which include, without limitation, business premises of all types and sizes, warehouses, offices, factories, governmental entities, and educational and health care institutions, (“Commercial Accounts”). You may participate in Our National Accounts program, Our catastrophic loss program and Our Commercial Accounts program and We will refer this work to You 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.”

Industry Specific 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, as well as licensing requirements for performing certain restoration work, such as construction, HVAC, mold remediation, 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, some states may require that You hold a state contractor's license. The States of Louisiana, Texas 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 and minimum wage laws 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. We have registered Our products that contain these ingredients with the EPA. A number of states assert that Our franchisees in their state must be licensed as pesticide applicators to apply anti-microbials. 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 pled 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 plead 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

Officers:

Chief Executive Officer and Director: Susan L. Steen.

Mrs. Steen has been a member of Our Board of Directors since January 1990, Our Chief Executive Officer since June 1995 and Our Corporate Secretary from October 1998 through October 2000 and 2002 through 2003. She was employed by the accounting firm of Coopers & Lybrand, LLP from July 1977 through May 1995 and was a partner in the Boise, Idaho, office from 1987 to May 1995. Mrs. Steen is an Organizer and Director of Sumner Bank and Trust in Gallatin, Tennessee since 2004. She has been Secretary and Board Member of the Restoration Risk Retention Group, Inc. since 2005.

President and Director: Randall A. Isaacson.

Mr. Isaacson has been a member of Our Board of Directors since October 1987 and Our President since December 1990. He was Our Executive Vice President from October 1987 to December 1990; Our Administrative Vice President from May 1987 to October 1987; Our Western Region Manager from January 1986 to May 1987; and an Area Manager from May 1985 to January 1986.

Executive Vice President and Director: Richard A. Isaacson.

Mr. Isaacson has been Our Executive Vice President and a member of Our Board of Directors since December 1990. He was Our Vice President of Marketing from October 1987 to December 1990; Our Director of Marketing and Sales from March 1986 to October 1987; and Our Assistant Marketing Director from September 1985 to March 1986.

Vice President, Treasurer, and Chief Financial Officer: Richard H. Forster.

Mr. Forster has been Our Vice President and Chief Financial Officer since May 1986. He has been Our Treasurer since July 1984. Mr. Forster was Our Controller from August 1983 to March 1986. He has been the President of the Restoration Risk Retention Group, Inc. since 2005.

Non-Officers:

Assistant Vice President of Marketing: Kevin Brown.

Mr. Brown became Our Assistant Vice President of Marketing in August 2008 and has supervisory responsibility over franchise sales, marketing and Convention services. Mr. Brown is not an elected officer of Servpro. He was Our Director of Franchise Expansion from June 1999 through January 2012 and was one of Our Franchise Expansion Managers from May 1998 to May 1999.

Assistant Vice President and National Accounts Division Manager: John Sooker

Mr. Sooker has been Our National Accounts Division Manager since January 2010 and Our Assistant Vice President since August 2015. Mr. Sooker has supervisory responsibility over Our National Accounts programs. Mr. Sooker is not an elected officer of Servpro. Prior to his employment with Us, he was President and Chief Executive Officer of Treo Consulting, which specialized in strategic planning and business development services for large and mid-cap companies.

Assistant Vice President and Chief Information Officer (“CIO”): Jeff Fields

Mr. Fields has been Our Chief Information Officer since June 2012 and Our Assistant Vice President since August 2015. Mr. Fields is responsible for leading and directing Our technology development projects and providing ongoing technical oversight of Our operations. Mr. Fields is not an elected officer of Servpro. Prior to his employment with Us, he was CIO of National Council Compensation Insurance, SafeAuto Insurance Company and Magazines.com.

Franchise Expansion Division Manager: Laura Williams.

Ms. Williams has been Our Franchise Expansion Division Manager since February 2012 and one of Our Franchise Expansion Managers from June 2006 until February 2012.

Field Operations Division Manager: Eric Hopper.

Mr. Hopper has been Our Field Operations Division Manager from June 1996 through the present.

Field Training Division Manager: Ken Tahmassebi.

Mr. Tahmassebi has been Our Field Training Division Manager from September 2008 through the present. He was the Director of Internal Audit for O’Charley’s, Inc., located in Nashville, Tennessee, from June 2001 to September 2008.

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

Please see Exhibit ΘN (List of Our Distributors).

Item 3

LITIGATION

Except for the ~~twelve~~fourteen actions described below, there is no litigation that must be disclosed in this disclosure document.

Pending Actions:

1. Coastal Cleaning Services, Inc. and Daniel I. Negrin v. Servpro Industries, Inc., Bobby L. Widner and Kent D. Stone (Case No. 2007-57303 in the District Court of Harris County, Texas, 133rd Judicial District). ***Companion Action:*** Servpro Industries, Inc. v. Coastal Cleaning Services, Inc., Dan Negrin a/k/a Daniel I. Negrin and Julie Jackson a/k/a Julie Negrin, Circuit Court for Sumner County, Tennessee, Case No. 30647-C, filed October 18, 2007. Following termination of his franchise and following a collection lawsuit filed by Us in Tennessee, a former franchisee filed an action against Us in Texas alleging that a promissory note entered into in connection with the execution of the franchise agreement in 2003 contained a rate of interest that was usurious. The former franchisee also alleged that Kent D. Stone, an independent Distributor who the former franchisee alleges was acting as Our agent, interfered with the former franchisee's efforts to sell his business to codefendant Bobby L. Widner, who allegedly failed to consummate his purchase of plaintiff's business because of that interference. Plaintiff's complaint alleged violation of Section 17.45 of the Texas Business & Commerce Code, and that We and Kent D. Stone tortiously interfered with plaintiff's efforts to sell his business. Plaintiff sought actual damages, statutory damages, exemplary damages and attorney fees. We filed a motion to dismiss the Texas action, along with a motion to stay the action. The rate of interest is valid under Tennessee law, which governs the promissory note. The Texas case was dismissed as to Servpro Industries, Inc. The judge ruled that Tennessee was the proper venue and jurisdiction for the matter to be heard and that Texas law did not apply. The Tennessee action is ongoing.
2. Greg Comey and Cindy Comey v. State Farm General Insurance Company, Servpro Industries, Inc., SERVPRO of Mission Viejo, The ServiceMaster Company, ServiceMaster Complete Restoration, and Does 1 through 50. Superior Court of the State of California, County of Orange, filed September 24, 2015. Plaintiffs allege they suffered a water loss on March 7, 2013 and that SERVPRO of Mission Viejo inadequately remediated that loss leading to mold development. Plaintiffs allege that We, through the actions of our franchisee, breached the contract with the Plaintiffs by failing to adequately dry and remediate the Plaintiffs' property, interfered with the contract of insurance between the Plaintiffs and State Farm, misrepresented the efforts of the remediation and fraud. A Motion for Summary Judgment is being prepared; in the event We are not dismissed, preparations for trial will be made.

3. Bock Restorations, Inc. v. Servpro Industries, Inc. and ABC Corporations (A-M) and John Does (1-10). Superior Court of New Jersey Chancery Division: Morris County, Case No. MRS-L-123-15, filed September 17, 2015. One of two franchises was terminated September 14, 2015 for failure to meet conditional renewal requirements, while the other remains unaffected. The franchisee, Gregory Bock, subsequently filed suit seeking a Temporary Restraining Order to enjoin Us from proceeding with the termination and filed a Complaint alleging damages as a result of the termination. Plaintiff's Temporary Restraining Order was denied by the Court on September 28, 2015. The matter has been settled; Plaintiff is allowed six months to sell one franchise with an agreed upon structure of payment due to Us depending upon the sales price of a completed transaction.

Litigation to Collect Amounts Due:

1. Servpro Industries, Inc. v. J&S Water, Fire Restoration, Inc., Janos Borcsa, Jr. and Simona Tirtarau, Circuit Court of Sumner County, Tennessee, Case No. 2013-CV-608, filed May 28, 2013. The franchise was terminated on May 28, 2013 for failure to maintain required insurance. The franchise owed Us \$27,751.69 at the time of termination, which remains unpaid. ~~We filed suit and are currently in negotiations with the defendants~~ We dismissed the matter on May 6, 2015 and will write off amounts owed as bad debt.
2. Servpro Industries, Inc. v. JLW, Inc., William G. MacFarlane and Servpro of Western Vermont, Inc., Circuit Court of Sumner County, Tennessee, Case No. 2013-CV-624, filed June 11, 2013. Franchisee failed to meet the requirements for renewal of the Franchise Agreements prior to their expiration. They were not renewed effective June 10, 2013. Franchisee owes Us in excess of \$70,000. We filed suit and are currently in litigation with the Defendants.
3. - Servpro Industries, Inc. v. West Group Ventures, Inc., Randall Scott West and Dana Caroline West, Circuit Court of Sumner County, Tennessee, Case No. 2013-CV-1028, filed September 10, 2013. The franchise was terminated effective January 18, 2012 due to delinquent payments to Us. At the time of termination, the franchisee owed Us \$26,081.43 which remains unpaid. We filed suit and after the Defendants were served, Randall Scott West filed Chapter 7 Bankruptcy on October 25, 2013 and was discharged on February 25, 2104. Dana Caroline West filed Chapter 13 Bankruptcy on October 14, 2013 and her five (5) year plan was confirmed by the Court on April 10, 2014. We will continue to monitor the status of Ms. West's Chapter 13 case through its conclusion.
4. Servpro Industries, Inc. v. Barnhill Enterprises, Inc., Guilford S. Barnhill and Susan Barnhill, Circuit Court of Sumner County, Tennessee, Case No. 2014-CV-482, filed May 5, 2014. The franchise was terminated effective March 22, 2013 due to failure to maintain required insurance. At the time of termination the franchisee owed Us \$16,915.14. We filed suit and are currently in litigation with the Defendants.
5. Servpro Industries, Inc. v. T4, Inc., Lloyd B. Arnold, Jr. and Jody Lynn Arnold, Circuit Court of Sumner County, Tennessee, Case No. 83CC1-2015-CV-130, filed February 10, 2015. The franchise was terminated effective March 21, 2013 due to abandonment of

operation of the franchise. At the time of termination the franchisee owed Us \$36,410.86. We filed suit and are currently in litigation with the Defendants.

6. Servpro Industries, Inc. v. Santoro & Sons Enterprises, Inc., Richard Santoro and Linda Santoro, U.S. District Court, Middle Tennessee, Case No. 3:15-cv-00608, filed May 29, 2015. The two franchises were terminated effective September 30, 2014 due to repeated defaults of their obligations under the Franchise License Agreements. At the time of termination the franchise owed Us \$4,412.13 and continued to operate in violation of their non-competition obligations. We filed suit and the Court awarded Us a Preliminary and Permanent Injunction and Final Order as to Certain Claims regarding the non-competition issue which was entered on September 2, 2015. Litigation regarding collection of amounts due continues.
7. Servpro Industries, Inc. v. KASP, Inc., Kevin Patterson and Susan Patterson. U.S. District Court, Middle Tennessee, Case No. 3:15-cv-00992, filed September 15, 2015. The franchise was terminated effective January 8, 2015 due to franchisees' repeated defaults of their obligations under the Franchise License Agreement. At the time of termination, the franchise owed Us \$14,327.98 and may have continued to operate in violation of their non-competition obligations. We filed suit and are currently in litigation with the Defendants.
8. Servpro Industries, Inc. v. Professional Restoration Enterprises, Inc., Tadeusz Chmiel, Eva Chmiel and Christopher Miroslaw. Circuit Court, Cook County – Law Division, State of Illinois, Case No. 15L6211, filed June 18, 2015. The franchise voluntarily terminated effective June 21, 2012. At the time of termination, the franchise owed Us \$267,725.11. We filed suit and are currently in litigation with the Defendants.

Concluded Litigation:

1. Thermasure, Inc. v. Temp-Air, Inc., Giertsen Company of Illinois, Inc., Servpro Industries, Inc., Mallory Sun, LLC, Disaster Kleenup International, Inc., Dri-Eaz Products, Inc., RxHeat, LLC, Cambridge Engineering, Inc. and Jon-Don, Inc., U.S. District Court for the Northern District of Illinois, Case No. 1:10-cv-04724, filed July 28, 2010. Plaintiff filed suit for patent infringement, alleging certain business methods of Servpro Industries, Inc. violated patents held by Plaintiff and that Servpro Industries, Inc. contributorily infringed or induced infringement of 2 of the Plaintiff's patents; United States Patent No. 7,690,148 entitled "Method Of Treating For Pests" issued on April 6, 2010 and United States Patent No. 6,327,812 entitled "Method Of Killing Organisms And Removal Of Toxins In Enclosures" issued on December 11, 2001. The Plaintiff alleged Servpro Industries, Inc. induced infringement of the Plaintiff's patents by offering certain training, equipment and supplies to its franchisees, and sought undisclosed damages in excess of \$75,000. The franchisee, Mallory Sun, LLC, was dismissed with prejudice on August 11, 2011. On April 30, 2012, Thermasure and Servpro entered into a final judgment that Servpro does not infringe or contribute to the infringement of Thermasure's patents. Additionally, Thermasure entered into a Covenant Not to Sue either SERVPRO or its franchisees alleging patent infringement for selling or using equipment currently being sold and used, or for techniques currently being taught and used for water, fire and smoke cleanup and restoration services. Thermasure took no monies, nor was an agreement made to enter into any form of patent license by Servpro or its franchisees. On May 4, 2012, Thermasure dismissed its suit with prejudice.

2. Longhorn of Hanover, Inc., a Minnesota corporation; Bryan Reitzner, an individual residing in Minnesota; Chad Reitzner, an individual residing in Minnesota; and MAVCO, Inc., a Minnesota corporation vs. Servpro Industries, Inc., a Nevada corporation (Case No. 11-CV-01271, United States District Court, District of Minnesota) filed but never served. Plaintiffs entered into a Franchise License Agreement with Us. As part of the franchise purchase, the franchisee's existing construction company was required to operate under the terms of the Servpro Franchise License Agreement, including payment of royalties for its work. We conducted an audit and demanded payment of unpaid royalties. The Plaintiffs filed suit for Violation of the Minnesota Franchise Act, Breach of Contract and the Implied Covenant of Good Faith and Fair Dealing, a transfer of the Franchise License Agreement to the franchise entity, the termination of all agreements between the construction company and Servpro Industries, Inc. and a determination of royalties due. Although never served, Servpro Industries, Inc., agreed to participate in negotiations with the Plaintiffs. The parties resolved their differences and Plaintiffs paid Servpro Industries a lump sum cash payment of \$218,946.06 and other consideration.
3. William H. Raley, d/b/a Servpro of Greater Orlando, and Professional Services Associates, Inc., d/b/a Servpro of Maitland/South East Seminola County and d/b/a Servpro of East Orange County/Oviedo v, Servpro Industries, Inc., U.S. Middle District Florida. Case No. 6:11-cv-1389-Orl-35DAB, filed July 19, 2011. An audit was conducted on the Defendants' franchisees and it was determined that the Defendants had failed to report royalties. After notice and opportunity to cure, the Franchisee failed to pay the amounts We claimed were due and filed a Declaratory Judgment action seeking a determination from the Florida state court of the amounts due and owing under the Franchise License Agreements as well as an injunction from the Court to prevent the termination of the Franchise Agreements. Servpro terminated the Franchise Agreements, removed the case to federal court and filed an answer. In June, 2012, the matter was resolved and the parties agreed that the Franchise Agreements were properly terminated. The Plaintiff's dismissed their suit with prejudice.
4. ~~Servpro Industries, Inc. v. Servpro of Glendora/San Dimas, Inc. (Case No. 25371-C, United States District Circuit Court, Middle District of Tennessee) We filed suit against John Starkey, a franchisee d/b/a Servpro of Glendora/San Dimas, Inc. on April 6, 2004. We sought Declaratory Relief that Servpro Industries and its California franchisees were not required to hold California state contractor's licenses for standard mitigation services as asserted by defendants; that Servpro Industries had no obligation to require all~~

~~California franchisees to hold California state contractor's licenses; that Tennessee law governs the relationship between the parties; that the franchisee was in breach of the License Agreements; and that Servpro Industries had no liability to Glendora, and no liability for other relief threatened by the franchisee to be sought in a California~~

state court. We also sued for breach of contract and asked the _____ franchisee to provide accounting to Servpro Industries for business generated by _____ American Home Inspections, a business owned by the franchisee. Servpro Industries had asked for and received injunctive relief that enjoined the franchisee _____ from filing a lawsuit against Us in California. On October 6, 2004 a tentative settlement was reached. This case was dismissed in February 2005. The settlement was finalized in September 2005 with Glendora transferring three franchise licenses to Us, Servpro of Rancho Cucamonga, Servpro of Glendora/San Dimas and Servpro of _____ East Riverside City, which had combined gross sales in 2004 of \$643,962.79. We _____ re-arranged the Operating Territories and sold four franchises from the three that were _____ transferred to Us. Defendant also transferred to Us equipment with a value of _____ approximately \$11,365.00 pledged to Us as security. We forgave certain promissory _____ notes, royalty indebtedness and interest of Glendora in the amount of \$48,403.94 and _____ paid Glendora the sum of \$63,140.00 dollars.

- ~~5. Property Owners Full Service Company, Inc. f/k/a Servpro of Glendale/San Dimas, Inc., a California Corporation v. Servpro Industries, Inc., a Nevada Corporation, d/b/a Servpro and Servpro Industries; David Tronson and Dee Dee Tronson, individually and as an entity unknown; Lynne McGowan, individually and as an entity unknown; Dan Pedersen and Connie Pedersen, individually and as an entity unknown; Stephen Schaeffer and Penny Schaeffer, individually and as an entity unknown; Perry Morris and Cara Morris, individually and as an entity unknown, and Does 1 to 200, inclusive (Case No. BC313905, Superior Court of Los Angeles County, Central District). Franchisee, John Starkey d/b/a Property Owners Full Service Co, Inc. filed suit against Servpro Industries for Declaratory Relief; Injunction; Violation of California State Contractors License Law; and in violation of California Unfair Competition Law. A preliminary injunction was issued by the Federal Court in the action described above preventing this action from moving forward. On October 6, 2004 a settlement was reached between the two parties. The federal injunction was dissolved in February 2005. Please see the action described above for the settlement terms.~~
- ~~6. Bass v. Servpro Industries, Inc. et al., (No.96-2359 CA/Div. CV-D, Circuit Court, Fourth Judicial Circuit, Duval County, Florida). On May 16, 1996, Our franchisee and Trainer Distributor, Ernest L. Bass ("Bass"), filed an action in the Circuit Court for Duval County, Florida against Us, Our founder, several officers, some of Our current and former employees, a Servpro® franchisee, and an entity operating a Servpro®-RAM program, Ramflor, Inc. (collectively, the "defendants"). Bass sought compensatory and punitive damages for alleged breach of contract, inadequate training, unassignment of franchises, arbitrary policies, nonpayment of monies owed, alleged fraudulent and negligent misrepresentations of material facts by Us and two other officers, negligence, concealment of material facts and tortious interference with advantageous business relations, unfair competition and conspiracy, which the individual defendants and We denied. Bass settled with two defendants and dismissed all claims against all other individual defendants in December 1998. Mr. Bass ceased making payments to Us and We terminated his franchise in 1999. Various claims were dismissed by the court and Bass filed a fourth and a fifth amended complaint. We filed a counterclaim seeking to recover moneys owed to Us by Bass. We also filed three motions for summary~~

judgment as to all claims. By order dated August 8, 2001 the Court granted two of Our Motions for Summary Judgment. On February 5, 2002, the trial Court granted Our third Motion for Summary Judgment as to Bass' last remaining claim. In May of 2002 Bass appealed the rulings dismissing his claims against Us to the District Court of Appeal, State of Florida and on November 17, 2003, the District Court of Appeals re-instated several causes of action and reversed the trial court's award of attorneys' fees. In February, 2005, the trial court granted Our summary judgment motion as to three claims. The case proceeded to trial on April 4, 2005. The jury found against Us on Bass's breach of contract and interference claims. On April 22, 2005, We filed Our motion to set aside the verdict and Our motion for a new trial and were confident the motions would be granted in whole or in part. In order to avoid uncertainty and further trial and appellate expense, however, before judgment was entered, the parties settled this case and the following case for a payment of \$700,000 by Us and a relinquishment by Bass of any claim to his former franchises, an Associate franchise and General Trainer Distribution rights.

- ~~7. Servpro Industries, Inc. v. Ernest L. Bass, (Case No. 20563-C, Circuit Court, Sumner County, Tennessee). We filed suit against Ernest L. Bass ("Bass"), a former franchisee, and Trainer Distributor on May 8, 2000, to enforce post-termination obligations under Bass' license agreement. The court issued an injunction enforcing the non-competition covenants. In May 2001, Bass filed a counterclaim against Us, claiming that his franchise was improperly terminated. This case was settled with the settlement described above.~~

No Distributors listed in Exhibit ON have been involved in any litigation that must be disclosed in this disclosure document.

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Item 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this disclosure document.

Item 5

INITIAL FEES

The Standard Purchase Price is ~~\$110,000~~112,750.00 dollars. The Standard Purchase Price includes an initial franchise license fee of ~~\$45,000~~46,000.00 dollars and a standard Equipment and Products Package costing ~~\$65,000~~66,750.00 dollars. The minimum initial franchise fee is ~~\$45,000~~46,000.00 dollars. 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 if approved by Us, at a price of ~~\$500~~510.00 dollars per 1,000 population. See Item 12 for more information about Territory. All population calculations are currently determined using census tract information from the Census Bureau and Nielsen projections.

We give You a two and one half percent (2½%) discount ~~\$2,750.00~~18.75 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 ninety (90) days, the cash discount in the amount of ~~\$2,750.00~~18.75 will be subtracted from the balance of the note.

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 \$1,250.00 in lieu of paying You the referral fee, which is usually paid to an individual referring a first-time franchisee. An existing franchisee must meet Our qualification criteria in order to purchase an additional franchise, which includes operating for a minimum of twelve months, achieving a qualifying minimum gross volume, meeting Our current equipment standards, staffing the Franchise at specified levels and meeting other financial criteria.

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. The Standard Equipment and Products Package is generally adjusted for conversions because most have substantial amounts of equipment. We believe the range will be approximately \$13,000 to \$51,000 for equipment and products, depending on how much equipment conversions already own.

You must pay the initial franchise fee and purchase an Equipment and Products Package when You sign the Franchise License Agreement. The cost of Your initial training, excluding QuickBooks®, lead paint, subrogation and ASD training/certification is included in the initial franchise fee. See Items 6 and 11. Financing may be available as noted in Item 10.

You may acquire one existing Franchise 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 subject to meeting Our then-current resale qualification guide for first-time owners, which is similar to the qualification to purchase a new Franchise. The acquisition of second and subsequent Servpro franchises or the acquisition of 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.

You may pay \$3,000.00 dollars as a deposit to reserve a given territory for six (6) months. You must submit a completed "Deposit to Reserve Territory" form, a copy of which is included as Exhibit ~~HG~~ 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 \$3,000.00 dollars 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*

Name of Fee	Amount	Due Date	Remarks
Royalty fee (Notes 1, 2, 3 and 4)	Ranges from 3% to 10% of Your monthly Gross Volume with a monthly minimum of \$100	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. See Note 2 for the definition of Gross Volume.
Advertising 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 on a calendar year basis, 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 an Advertising Fee. Currently, Gross Volume subject to the 2½% portion of the Advertising Fee is “capped” at ~~\$700~~ <u>\$750,000</u> . The “cap” will increase \$50,000 per year for the foreseeable future. We may change the percentage, threshold, and the Sub-contractor Services Gross Volume exclusion by giving You 30 days written notice. Section 3.5, Franchise License Agreement.
Transfer fee (Note 1)	Up to ~~\$9,500~~ <u>\$10,000</u>	Before transfer is effective	You must pay Us the then-current non-refundable transfer fee (not to exceed 20% of the current amount charged for purchase of a new license and equipment products package for a new Franchise) for any transfer of interest in the Franchise or the legal entity owning the Franchise. Sections 5.4 and 5.5(f), Franchise License Agreement.
Initial Training fee (Note 1)	We will provide initial training 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; and \$545.00 dollars for attendance at the Mold Remediation Course currently instructed by	Before training	You must attend initial training. We provide initial training for two (2) ~~owners~~ <u>Owners</u> at no additional charge when You pay Us a Franchise Fee/Transfer Fee. The initial training includes the two (2) day Mold Remediation Course class in Gallatin, Tennessee currently presented by ~~Restoration Consultants, Inc.~~ <u>EHS Services, LLC</u> and the New Franchise Training Program. If space is available, We will provide training for Your employees who have a signed employment agreement with You, pay a training fee and sign Our training agreement; You also must

Name of Fee	Amount	Due Date	Remarks
	~~Restoration Consultants, Inc.~~ (RestCon) <u>EHS Services, LLC</u>		sign Our training agreement. We provide up to two ~~owners~~ <u>Owners</u> with a training allowance for a portion of Your expenses during initial training. See Items 11 and 15 and Section 8.2, Franchise License Agreement. 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 existing Franchisees and any Franchisee employee.
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 IICRC	Before initial training Business Consultation Meeting 6 is completed	ASD is a credential 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.
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.
Lead paint training and certification	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 average approximately \$200 plus an additional amount if You or Your employees incur travel expenses, while EPA certification costs approximately \$300. 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 purchase additional equipment, computer hardware or software applications and platforms, and other supplies that We deem necessary for any additional training program or make other reasonable expenditures necessitated by a change or modification to the System. Sections 7.2 and 8.2, Franchise License Agreement. 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; You will lose the Convention Allowance and must pay minimum royalty and fixed fees until You

Name of Fee	Amount	Due Date	Remarks
			complete this training to Our satisfaction. Section 8.3(a), Franchise License Agreement.
Employee Certification Training Program	We may charge You Our then-current training fee, currently in the amount of \$49.95 for the Crew Training Course and \$19.95 for other courses for employees You recommend that qualify	At time of testing	We make available training programs for You to provide to Your employees in the following areas: ○ Crew Training Course; ○ Water Restoration; ○ Fire Restoration; and ○ Carpet and Upholstery.
Convention registration fee (Note 1)	Currently \$425, if registered by May 1 st and \$475, if registered after May 1 st \$185 Guest registration fee, if registered by May 1 st \$260 Guest registration fee, if registered after May 1 st Onsite registration will be \$525	Before Annual National Convention. This will be deducted from Your Convention Allowance, if available; otherwise, You must pay it.	We charge You a registration fee to help defray a portion of Our cost of hosting the Annual National Convention. To assist You in attending Our National Convention each year, We return up to 10% of Your Royalties (not including Fixed Fees or Advertising fees) to You in the form of a Convention Allowance if You have paid Your accounts on time; You completed the New Franchise Training Program (NFTP) within 90 days after You signed the Franchise License Agreement; You are in compliance with Territorial Policy and You attend National Convention and meetings required by Your Trainer, in their entirety. Section 8.3, Franchise License Agreement.
Computer consulting (Note 1)	\$75 per hour and travel expenses, if applicable	Net 30 after billing	We do not provide regular computer consulting, but if We agree to provide consultation concerning Your network, telecommunications, hardware, and/or software applications and platforms used in the Franchise (other than Our proprietary software), We may charge an hourly and/or travel fee.
National Call Center fees (Note 1)	A fee not to exceed \$30 for each National Accounts and Commercial Accounts job lead referred by Our National Call Center (if and when you	25th of the month after billing	You will be charged the then-current fee for job leads dispatched from the National Call Center. You do not qualify to receive job leads through the National Call Center if You do not comply with Our then-current qualification and performance criteria, as amended from time to time. ~~In addition,~~ You must comply with then-current criteria,

Name of Fee	Amount	Due Date	Remarks
	qualify), currently the fee is \$20 and is subject to change upon notice; an additional fee not to exceed \$50 per National Accounts, Select National Accounts and Commercial Accounts job where the client pays Us for the job and We pay You, currently this additional fee is \$15 and is subject to change upon notice; A fee not to exceed \$15 for declining job lead or not responding; A \$100 fee for reactivation to National Accounts, Select National Accounts and Commercial Accounts referrals after correction of conditions which led to a suspension from the Program(s); a \$50 fee for canceling a job referred through Our National Call Center and later performing the work.		including Our Select National Accounts participation criteria and Commercial Account participation criteria to be eligible to receive Select National Accounts and Commercial Accounts job leads, <u>and any Call Center job leads.</u> Different clients have different requirements for Franchise participation. You may be suspended from Our National Accounts, Select National Accounts and Commercial Accounts programs for varying periods of time if You do not continuously comply with these guidelines. Failure to submit correct and accurate job file uploads may also result in suspension. If You are suspended from National Accounts, Select National Accounts or Commercial Accounts, You will be charged a fee of \$100 upon reactivation to National Accounts, Select National Accounts and Commercial Accounts.
Third Party Electronic Assignment / <u>Integration</u> Administrative Fee (Note 1)	A fee not to exceed \$50 for National Accounts and Select National Accounts job leads assigned through third-party licensed software; currently this fee is \$20 and is subject to change upon notice; <u>an additional fee for local jobs utilizing Our Third-Party integration (pricing database) technology not to</u>	25 th of the month after billing	We charge this fee for National Accounts and Select National Accounts job leads where clients require assignment through a third party electronic assignment. If You cancel or turn back a National Accounts or Select National Accounts job assigned to You from Our National Call Center, You will be charged the then-current Third Party Electronic Assignment ~~Administrative Fee.~~ / <u>Integration Administrative Fee.</u> If You utilize <u>Our Third-Party integration (pricing database) technology on local jobs resulting in use of third-party networks, You may be charged the then-current Third Party Electronic Assignment / Integration Fee.</u>

Name of Fee	Amount	Due Date	Remarks
	<u>exceed \$20 per local assignment.</u> <u>Currently, local jobs utilizing this Third-Party integration technology are not charged a fee; however, fees may be charged in the future.</u>		
Job File Audit Fee	A fee not to exceed \$50 for Our audit of certain Select National Accounts and National Accounts job files. The Audit Fee is subject to change upon notice.	25th of the month after billing	You will be charged the then-current fee when a Select National Accounts client or National Accounts client require We audit Your job file. Job files requiring multiple audits as a result of Your job file deficiencies may result in additional Audit Fees.
Renewal fee (Note 1)	~~\$500~~ 1,000 if timely, ~~\$1,000~~ 500 if the renewal date is extended	Before renewal is effective	You must pay Us a ~~\$500~~ 1,000 renewal fee when You renew Your Franchise License Agreement. Section 1.2(i), 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 \$500 to extend the renewal date. (Sections 1.2(i) and 3.10, Franchise License Agreement.) See Item 17 for renewal conditions and requirements.
Financing fee (Note 1)	Up to \$150	Fee due with application	You must pay Us an administrative processing fee, including the Uniform Commercial Code (UCC) filing fees charged by the individual UCC filing state, if We finance Your purchases of equipment or products after the initial purchase.
Administrative fee (Note 1)	\$500 per license	Fee due with application	You must pay Us an administrative processing fee for any and all modifications that are made to Your Franchise License Agreement at Your request or required by Us pursuant to actions You have taken, or when We provide services for which a fee is not specified. Franchise License Agreement Section 3.10.

Name 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 file a UCC or We 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 You ask Our assistance in finding a purchaser for Your Franchise, or We otherwise directly or indirectly refer a prospective purchaser to You, You must pay Us a resale referral fee if the prospective purchaser actually purchases Your Franchise. See Section 5.7 of the Franchise License Agreement.
ServproNET® (Note 1)	Initial hook-up to Our network using Our Internet Access Package is included in Our Equipment and Products Package	No fee	We may charge You for future updates to ServproNET®. See Item 11.
Franchise Website Packages (Note 1)	There is no cost for a Basic Website; Annual fees of \$349 plus \$89 for each additional Franchise for the Professional Website Package; Domain name registration and maintenance fees for Basic Websites are \$35 per year per domain name; the Professional Website Package includes one domain name at no additional charge and each additional domain name is \$25 per year	Net 30 after billing	You automatically receive a Basic Website at no charge. Professional Website Packages cost extra. Both packages have extra costs for domain registration and maintenance.
Advertising Customization Fee (Note 1)	\$25 to modify an ad; \$35 to create a new ad; \$50 per hour for extensive customization project	Net 30 after billing	Certain advertising items will be provided at no charge when customization is not requested by the Franchise.
Servpro office automation, a suite of office	\$135 per month beginning the 1 st day of the third month	Net 30 after billing	Included in Our Equipment and Products Package for franchisees entering NFTP prior to the end of September 2015. This is Our

Name of Fee	Amount	Due Date	Remarks
software applications and platforms, including estimating, reporting and office automation, marketing center; DryBook and DryBook Mobile (Note 1)	after You sign the Franchise License Agreement, subject to change at Our discretion; while You use this software		~~proprietary estimating, reporting, and office management software. See Item 11 for more information.~~
WorkCenter™ Office and WorkCenter™ Marketing (Note 1)	\$175 per month for 60 months beginning the 1 st day of the third month after You sign the Franchise License Agreement, subject to change at Our discretion. After the first 60 months, the fee will be \$108 per month due the 1 st of each month thereafter.	Net 30 after billing	Included in Our Equipment and Products Package for franchisees entering NFTP at the end of September 2015. Replacement office and marketing management software and upgrade for Servpro Office Automation. This is Our proprietary estimating, reporting and office management software. See Item 11 for more information.
Restocking fee (Note 1)	15%	We will deduct from Your refund	We charge You a restocking fee on all permitted equipment or product returns.
Commercial large loss fee (Note 1)	Up to 5%	Upon Your receipt of payment for job	~~For commercial large losses in excess of 10,000 affected square feet or with the possibility of exceeding \$50,000, regardless of source. When and if You qualify and choose to participate, We may charge You a fee totaling up to 5% of the gross billed price of the job for performing various services such as reviewing and monitoring job file documentation and referring large certain commercial losses to You, by Our Commercial Large Loss Division. (Section 7.1(h), Franchise License Agreement).~~

Name of Fee	Amount	Due Date	Remarks
Dishonored check fee (Note 1)	\$50	Upon demand	If Your financial institution returns a check unpaid, You must pay Us this fee for each item returned. If We receive two (2) or more dishonored checks from You in a twelve (12) month period, We may require payment by cashier's check. Section 3.6, Franchise License Agreement.
Late reports or late payment (Note 1)	\$50 late fee for each Report or payment made after its due date	When payment overdue	If You do not report and pay Royalties, Fixed Fees, Advertising Fees or any other accounts owed to Us in full by the established deadline, 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 is disallowed and the Royalty Volume Discount is disallowed and Call Center referrals (if available) will be suspended. Section 3.7, Franchise License Agreement.
Examination (Note 1)	Our cost of conducting an examination is \$300 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 We examine Your Business Records and find that You have underreported Gross Volume, or You have otherwise underpaid Royalties, Fixed Fees, Advertising 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 Us 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. Section 4.4, Franchise License Agreement.
Failure to keep records (Notes 1 and 5)	Up to \$3,000 per month	Net 30 after billing	If We examine Your Business Records and find that You did not comply with Your record keeping obligations, We may assess liquidated damages for each month in which You did not comply. Section 4.4, Franchise License Agreement.
Failure to maintain insurance (Note 1)	Our actual cost, plus 10% interest or processing fee of \$500.00	Upon demand	If You fail to maintain the required insurance coverage on Your Franchise, We have the option, but not the obligation, to acquire and pay for the insurance coverage and charge You. Section 7.8, Franchise License Agreement.

Name of Fee	Amount	Due Date	Remarks
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. Sections 14.10 and 14.11, Territorial Policy and Section 2.4, Franchise License Agreement.
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 attorney fees and expert witness fees that We incur as a result of Your Franchise. Section 9.2, Franchise License Agreement.
Miscellaneous (Note 1)	Our actual costs	Upon demand	You must pay Our costs and expenses, including reasonable attorney's fees that We incur in a dispute over Our relationship with You or the Agreement unless You prevail on all issues in the dispute. Section 13.9, Franchise License Agreement.
Taxes	Amount imposed by federal, state, and local tax authorities on any fees or amounts payable to Us by You	Upon Demand	Apart from income taxes, You will reimburse Us for any taxes on the amounts You pay Us. Franchise License Agreement Section 7.4. In addition, You must pay sales tax and/or use tax on items You purchase from Us.
Reinstatement fee (Note 1)	\$500	Upon Demand	If Your license is terminated, We may grant Your request to reinstate at Our sole discretion under Our then-current guidelines, including the payment of a fee (currently \$500).

Notes:

1. *These fees are uniformly imposed by Us, payable to Us, collected by Us and are non-refundable. If You do not pay the required fees, Your delinquency information will be turned over to Our 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, performed, bartered or traded from, through, by or on account of operation of the Franchise or 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 the Franchise, including, without limitation, referral fees, finder's fees, products or items rented and products sold, all of which You agree must be identified from month to month by all receipts together with the total of any billing on which a partial payment has been received. All billings, whether collected directly by You or collected by another person or entity, shall be included in Gross Volume. Any services or businesses owned in whole or in part by ~~You~~, any Owners or by You or operated or offered in any manner whatsoever by You, any Owner, or any entities controlled by, controlling or under the common control of You or owned in whole or in part by You or the Owners, that are the same, similar, related to or competitive with the Franchise or the System or are in any manner connected to fire, smoke, water and other damage cleaning, restoration and mitigation, and mold remediation industries are subject to Royalty, Fixed Fee and Advertising Fee payments as set forth herein. We will determine, in Our sole discretion, whether or not any such services or businesses are within the definition of Gross Volume and/or Franchise and are subject to these payments. If You have any question regarding whether or not particular services or businesses are subject to Royalty, Fixed Fee or Advertising Fee payments, You must obtain prior written authorization from Our President in advance of operating such businesses or performing such services in order for them to be excluded from Royalty or other fee payments. Section 3.2(a), Franchise License Agreement.

Gross Volume excludes the sale of products which are purchased from Us and designated by Us as "retail products."

3. **Sub-contract services** ~~means all~~ are services performed by an independent third party retained by You, which must be substantiated by a billing from an unrelated source. Services performed by You, by any entity owned and/or controlled by You or any Owner, in whole or in part, 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, Structural Construction/Reconstruction services (as defined below) performed by You or by any entity owned and/or controlled by You or any Owner, in whole or in part, ("Contractor") can qualify Construction at the sub-contract royalty rate under the following conditions: (1) Contractor must have a valid contractor's license ~~for Structural Construction~~ and any other ~~required~~ governmental approvals and licenses in good standing, as required for each jurisdiction where ~~the~~ such services will be performed, and a copy of that license must be provided to Us within five (5) days of Our request, and, upon request, Contractor must also otherwise demonstrate adequate ability in and knowledge of the ~~service and construction industry standards relating to these services~~; (2) Services are limited to Structural Construction/Reconstruction and to qualify, the services must exceed One Thousand Dollars (\$1,000.00) on each job; (3) Contractor must use estimating software approved by Us on each job; (4) You must keep separate, financial and insurance records on the Franchise and the portion of the business ~~operated as Contractor performing such services~~ or the separate business ~~operated as a Contractor performing such services~~, and You must make the records of Contractor available to Us for examination, upon request and as required by Section 4.3 of the Franchise License Agreement; (5) Contractor must adhere to the restrictions on telephone numbers and directory advertising for such services as outlined in Section 7.5 of the Franchise License Agreement and otherwise comply with the Territorial Policy. Section 3.2(b), Franchise License Agreement.

You agree We have sole discretion to determine whether or not a particular service You wish to offer falls within the definition of Structural ConstructionReconstruction. Testing, tear out, demolition, removal and disposal ("Demolition") as well as repairs and minor construction services that are incidental to and customarily performed with or after fire, smoke, water, flood and other damage cleaning, restoration and mitigation, and mold remediation ("Repairs") are subject to full Royalty payments.

Structural Construction

"Reconstruction" means any construction, with the exception of minor other construction services that are incidental to connected with and customarily/ or performed with or after, fire, smoke, water, flood and other damage cleaning, restoration and mitigation, and mold remediation. Structural Construction includes, including, without limitation, structural building components and construction trades such as framing material, drywall, roofing, electrical, HVAC, plumbing, doors and windows and sub flooring. Structural Construction excludes, without limitation, removal of replacing wet sheet rock and ceiling tiles, replacing and resetting baseboards, trim and toe kicks, painting and other services performed with fire, smoke, water, flooddoors, windows and sub flooring, wood and tile flooring, insulation, cabinetry, carpentry, countertops, rebuilds and other damage cleaning, restoration and mitigation, and mold remediationsuch services, all of which are subject to full Royalty payments— unless they qualify for Sub-contract Services pursuant to Section 3.2(b) and 3.3 (b) of the Franchise License Agreement.

When Structural ConstructionReconstruction services are performed by You or any Owner, or any business owned in whole or in part by You or any Owner and meet the conditions above, they are sometimes referred to by Us as "In House Construction."

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

Asbestos, Lead and Other Services. If You or any entity owned and/or controlled by You or any Owner, in whole or in part, offers or performs asbestos abatement and/or asbestos testing or lead abatement, construction or any services outside the definition of Franchisecleaning, fire, smoke, water, flood and other damage cleaning, restoration and mitigation, and mold remediation, the following applies: (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; (c) You or the separate business entity will carry separate insurance providing coverage for these additional services in the required amounts; (d) You or the separate business entity will keep separate accounting records; (e) Any such services provided in connection with cleaning, mitigation or fire, smoke, water, flood and other damage cleaning, restoration servicesand mitigation, and mold remediationservices will be included in the Gross Volume of Your Franchise and are subject to Royalty and other enumerated payments; (f) Any such 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 such asbestos testing and abatement and lead testing and abatement services will be included in Gross Volume of Your Servpro franchise and are subject to Royalty and other enumerated payments; testing, tear out, demolition, removal and disposal are subject to full Royalty payments, while buildback / reconstruction can qualify for Sub-contract Services under Section 3.2(b);full Royalty and

other enumerated payments; (h) If You create a separate business entity, it will be subject to the same audit provisions as contained herein; and (i) You shall obtain and maintain all necessary certifications and/or licenses for the jurisdiction. Section 3.12, Franchise License Agreement.

4. See Section 3.3, Franchise License Agreement. The Royalty and Fixed Fees are calculated on monthly Gross Volume, *excluding* Gross Volume from Sub-contract Services, as follows:

If Monthly Gross Volume, excluding Sub-contract Services is between	Royalty Payment	Plus Fixed Fee
\$0 - \$5,999	10%	\$45
\$6,000 - \$9,999	9%	\$65
\$10,000 - \$14,999	8%	\$85
\$15,000 - \$19,999	7.5%	\$95
\$20,000 - \$34,999	7%	\$115
\$35,000 - \$49,999	\$2,450 plus 6.5% on amount over \$34,999	\$115
\$50,000 - \$74,999	\$3,425 plus 6% on amount over \$49,999	\$115
\$75,000 - \$99,999	\$4,925 plus 5.5% on amount over \$74,999	\$115
\$100,000 and over	\$6,300 plus 5% on amount over \$99,999	\$115

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 \$20,000.00 dollars, at which time the Royalty on Sub-contract Services is calculated with Royalty Volume Discounts as follows:

This table is to be used each month of each calendar year when Gross Volume from Sub-contract Services exceeds \$20,000 year-to-date.

If the current month's Gross Volume from Subcontract Services is greater than	but not over	Pay Sub-contract Royalty Percentage	Plus Sub-contract Fixed Royalty
\$0	\$4,999	4.5%	\$0

\$5,000	\$9,999	4% on amount over \$4,999	\$225
\$10,000	\$14,999	3.5% on amount over \$9,999	\$425
\$15,000	and over	3% on amount over \$14,999	\$600

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 dollars in reported volume in the most recent twelve (12) months, You do not receive any Royalty Volume Discounts until such time as You attend and complete Our Business Development Program (BDP) to Our satisfaction. Business Development Program is a five (5) step training program. BDP Step 1: Prerequisite Progress (preparing Your business prior to classroom attendance); Step 2: Prerequisite Consultation (on-site Trainer consultation); Step 3: New Franchise Training Program ("NFTP") (15-day classroom and practical instruction in Gallatin, Tennessee); Step 4: Business Setup (5-day on-site Trainer consultation); and Step 5: Business Consultation meetings (6) are to be held at the Franchise location. The first of six Business Consultation meetings is to be held 30 days after the completion of Business Setup. Each of the remaining meetings should follow at approximately 30 day intervals; provided, however, depending upon progress, Business Consultations do not necessarily have to take six (6) months to complete. In the event a Franchisee is quickly building volume, the Trainer may accelerate the remaining Business Consultations. Franchisees with volume in excess of \$10,000 per month by the 4th month after start-up can be considered to have completed the Business Consultation process provided that all six Business Consultations have been successfully completed, based solely on the progress of the franchisee and the Trainer's ability to accommodate an accelerated training schedule. New Franchisees may become eligible to receive Royalty Volume Discounts sooner than six (6) months if all of the following conditions are met:

- a) The Franchisee has completed four (4) months of operation post Setup Training.
- b) The volume exceeds \$10,000 per month (month 4 and after).
- c) All six (6) Business Consultations have been successfully completed with Trainer, approved and processed by Us.

Prior to that time, You must pay all royalties at the rate of ten percent (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 six (6) months after Our execution of Your Franchise License Agreement. If You do not complete Business Setup and Business Consultations within six (6) months of completion of NFTP, You could be suspended from participating in Our 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 time period designated by Us, You lose all Royalty Volume Discounts and must pay all royalties at the rate of ten percent (10%), plus the Fixed Fee according to actual volume, and You will not be able to participate in Our National Accounts, Select National Accounts or Commercial Accounts Programs until such time as You satisfactorily complete the required training.

We may periodically adjust the monthly volume thresholds required for the Royalty rates and the Fixed Fees based upon the Consumer Price Index, United States City average, as published by the Bureau of Labor Statistics (1967 = 100, all items) by giving You thirty days prior written notice. Section 3.3 and 3.4, Franchise License Agreement.

If You are a new franchisee and own a company that performs insurance restoration work, We may allow You to exclude some of Your existing volume from royalties if Your gross revenues in the previous twelve (12) month period exceed \$100,000.00 dollars. 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.

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

Item 7

YOUR ESTIMATED INITIAL INVESTMENT*

	Actual or Estimated Amount (Low)	Actual or Estimated Amount (High)	Method of Payment	When Due	Payable to Whom
Initial Franchise Fee (Note 1)	~~\$45~~ 46,000	~~\$45~~ 46,000 plus ~~\$500~~ 510.00 per 1,000 population over maximum	Note 1	When You sign the Franchise License Agreement	Us
Vehicle (Note 2)	~~\$600~~ 2,000	~~\$29~~ 35,000	Note 2	Note 2	Note 2
Equipment and Products Package (Note 3)	~~\$65,000~~ 66,750	~~\$65,000~~ 66,750	Note 3	Note 3	Us
Supplies (Note 4)	\$3,850	\$8,500	As Incurred	Before Opening	Us and Independent Vendors
Insurance (Note 5)	\$4,000	\$5,750	As Arranged	When Arranged	Independent Vendors
Advertising and Promotional (Note 6)	\$250	\$1,500	Cash	As Incurred	Independent Vendors
Training, Travel, Lodging and Food (Note 7)	\$550	\$1,900	As Arranged	As Incurred	Independent Vendors
Deposits, Permits and Licenses (Note 8)	\$700	\$2,550	As Arranged	As Incurred	Independent Vendors

	Actual or Estimated Amount (Low)	Actual or Estimated Amount (High)	Method of Payment	When Due	Payable to Whom
Legal and Professional Fees, Accounting Services, On-Line Tax Table Service and QuickBooks® Pro Training (Note 9)	~~\$600~~ 975	\$1,500	As Incurred	Before Opening	Independent Vendors
Xactimate® and/or other third party estimating and pricing software and training	\$1,000	\$2,500	As Incurred	As Incurred	Xactware and/or other, Independent Vendor
Additional Funds - 3 months (Note 11)	~~\$20~~ 30,000	~~\$25~~ 35,000	Cash	As Incurred	Various Payees
Real Estate (Note 12)	-	\$3,000	Note 12	Note 12	Note 12
Total (Note 13)	\$ ~~141,550~~ <u>156,075</u>	~~\$191,200~~ <u>209,950</u> + \$500510.00 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:

- See Item 5 for more information about the initial franchise fee (the "Franchise Fee".) The minimum Franchise Fee is ~~\$45~~46,000.00 dollars. We may agree to finance a portion of the Franchise Fee depending upon Your credit-worthiness, 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 ~~\$500~~510.00 dollars per 1,000 population. Otherwise, if You want a larger Territory, You must purchase an additional license. See Item 12 for more information about Territory.
- You need at least one (1) vehicle for the Franchise. You may, but are not required to, purchase Your vehicles from Us. 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 Our 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, which meets 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 ~~\$600.00 dollars to \$12,000.00 dollars~~ to \$3,300.00 dollars. The estimated “high” estimate reflects purchase of a new vehicle meeting Our standards plus painting and having the Marks applied. If You purchase from Us or Our approved vendor, You may take delivery of Your vehicle during NFTP after signing all required paperwork (see Item 11) and drive it home or make arrangements with a third-party to have the vehicle driven to Your location. If We deliver Your van, delivery costs will generally include compensation to the driver at \$25.00 dollars per hour (plus overtime), plus a per diem for meals, actual costs of lodging if the driver is required to stay over-night due to distance, actual gasoline expenditures and return air transportation.

3. You must purchase Our Equipment and Products Package which includes the initial equipment, cleaning products, and some of the office supplies needed to begin operation of the Franchise, as well as certain computer hardware and software applications and platforms. See Item 11 for further information about computer hardware and software applications and platforms. We encourage You to maintain at least one month’s supply of cleaning products. The products in the Equipment and Products Package will last from as little as one (1) month to as long as two (2) years depending upon the product and the type of work You perform. Your products and equipment must meet Our standards. See Item 8 for further information.
4. You must equip a small office. At a minimum, You need a desk, chairs, filing cabinets, bookshelves, telephone and telephone service, iPad 4th generation or latest available with a minimum of 32GB, latest version of iOS and the latest version of Safari® or Google Chrome®. Wi-fi and cellular service is ~~highly recommended~~ 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 flammable/combustible cleaning agent storage cabinet (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 three (3) months of general liability, pollution liability insurance coverage, property casualty, bailees, data/cyber security liability 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 Our "Select" insurance company vendors, You must purchase Limited Service and Repair Liability coverage ("LSRL") with per occurrence and aggregate limits of \$250,000.

6. You will need to market, promote, and advertise locally in the start-up phase and thereafter to help establish Your business in Your locality and generate customer leads. These expenses include advertising, yellow page line listing with optional multiple listings and promotional activities. You will receive a Basic Website at no additional charge along with a Franchise Locator listing from servpro.com. You may choose to upgrade to Our Professional Website Program as described in Items 6. A fee of \$35 per year will apply for domain name registration and management for subscribers to Our Basic Website. If You elect to upgrade to Our Professional Website Program, one domain name is included at no additional charge. Additional domain names are available for registration as described in Item 6.
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 two (2) owners for attending the Mold Remediation Course and 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 two (2) hotel rooms or send more than two (2) owners to the Mold Remediation Course and 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 licensing requirements. You must obtain any permits or licenses required in Your locality for performing the services of the Franchise. The Environmental Protection Agency ("EPA") has issued a rule concerning lead paint that applies to work performed on pre-1978 homes 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 Your 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® Pro and subscribe to Intuit's On-Line Tax Tables, prior to attending NFTP. You must also complete a QuickBooks®Pro online seminar during Your New Franchise Business Consultation Meetings (See Item 11).

10. We charge You a registration fee to help defray a portion of Our cost of hosting the National Convention each year. Currently the registration fee for Our National Convention is \$425.00, if You register by May 1st and \$475.00, if You register after May 1st. Onsite registration is currently \$525.00. Registration for Your guests will be \$185.00, if registered by May 1st and \$260.00, if registered after May 1st. We return up to ten percent (10%) of Your Royalties (not including Fixed Fees or Advertising Fees) to You in the form of a Convention Allowance each year to assist You in attending Our National Convention if You have paid Your accounts on time; You completed NFTP within ninety (90) days after You signed the Franchise License Agreement; You are in compliance with the Franchise License Agreement, including Territorial Policy; and You attend National Convention in its entirety. The registration fee is deducted from Your Convention Allowance approximately sixty (60) days before the National 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 three (3) month period from the date You open for business based on an owner-operated business. The estimate does not include any 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 three (3) to seven (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, nor do We 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. If a new franchisee, You may operate from Your home if for up to six (6) months if local regulations allow. ~~You may operate from Your home only for the first six (6) months if, whether Your home is within or outside Your Operating Territory if local regulations allow. If You choose to, When You~~ rent a place of business, You may expect additional investment requirements. Operators entering into leases or purchasing business locations after April 1, 2009, must have that business location within their Operating Territory. (Territorial Policy, Section 3.7)
13. All of the fees listed as payable to Us 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

You must maintain the highest standards of quality and workmanship in order to provide the highest quality service to Your customers. We may specify particular performance standards in Our Manuals, by Bulletin or otherwise in writing. We can, and expect to, modify Our standards, as We deem necessary in Our sole discretion. We will notify You, in writing, of any changes to the standards or the Manuals and may do so with Bulletins. We may, in Our sole discretion, require supplies, equipment, professional cleaning products and other goods and services to be purchased exclusively from Us or from approved suppliers or distributors.

All advertising and promotional materials, signs, equipment and other items We designate must bear the Marks (see Item 13) 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 You must get Our approval before You do so. You must follow Our Territorial Policy in Your promotion of 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. Section 7.8, Franchise License Agreement. You must name Us, and Our Parent, as well as designated subsidiaries and 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 a responsible carrier. You must keep an insurance policy in force during the term of Your Franchise License Agreement. Currently, the following limits and coverage are required:

1. Commercial general liability (CGL) with a per occurrence limit of \$2,000,000.00 and an aggregate limit of \$3,000,000.00. These limit requirements remain the same if You have more than one license, You must secure pollution and mold liability coverage with a per occurrence claim limit of \$2,000,000.00 and an aggregate limit of \$3,000,000.00. You must purchase Limited Service and Repair Liability coverage ("LSRL") with per occurrence and aggregate limits of \$250,000.00 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 LSRL 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 and endorsements meet Our requirements. The LSRL coverage, however, is only available through Restoration Risk Retention Group, Inc. ("RRRG"), a captive insurance company that We helped form under the federal Liability Risk Retention Act to provide insurance to Our franchisees that meet RRRG's underwriting guidelines. RRRG provides CGL, pollution and LSRL policies at competitive rates. If You choose to purchase policies from RRRG, You must review its Information Circular and purchase \$200.00 worth of stock per franchise license. There is no market for the stock and the 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 the RRRG, Your agent or insurance company must write a letter in a form designated by Us providing assurance the policy meets Servpro's requirements. A copy of these requirements will be provided upon request.

2. \$1,000,000.00 dollars motor vehicle liability coverage combined single limit on each owned, non-owned or hired vehicle, which You will use.
3. Worker's 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 worker's compensation limit requirements are as follows: \$100,000.00 each accident, \$500,000.00 policy limit and \$100,000.00 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 and Our Parent, as well as their subsidiaries and affiliates as additional insureds on Your CGL, pollution, RRRG Limited Service and Repair Liability and RRRG Special Condition liability policies (this will likely be required if You purchase CGL and/or Pollution policies from an insurer other than RRRG). 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, \$2,000,000 each incident with \$3,000,000 aggregate. Contractors Pollution Liability must be written on claims made basis, \$2,000,000 each incident with \$3,000,000 aggregate. Professional Liability with \$250,000 limit and maximum deductible of \$5,000 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 by Us for up to two (2) years following transfer, non-renewal, expiration, or termination of Your 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 that You remove from their premises, including while in transit. 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.

Insurance requirements are based on three service levels:

- Decline National Accounts
Decline National Accounts is defined as a Franchisee who declines to participate in any National Accounts or Select National Accounts Program work.
- National Accounts Program
National Accounts programs are defined as all clients with which SERVPRO has a defined relationship, generally memorialized with a Bulletin, not classified as Select National Accounts.
- Select National Accounts and Commercial Accounts
Select National Accounts are insurance carriers or commercial clients that impose more extensive requirements, such as strict performance and service levels and indemnification and work guarantees for the work produced by Franchisees and their subcontractors as a condition of serving their insureds.

The service level a Franchisee chooses is a personal choice and must be based on the business opportunities in their marketplace. Insurance requirements for a Franchisee are based upon the service level selected: Decline National Accounts, National Accounts Program, Select National Accounts or Commercial Accounts.

National Accounts Insurance Requirements Summary:

	Select National Accounts and Commercial Accounts	National AccountAccounts	Decline National Accounts
CGL Insurance Policy	Yes	Yes	Yes
Pollution Insurance Policy	Yes	Yes	Yes
Limited Service & Repair	Yes	Yes	No
Bailees & Cyber Security	Yes	Yes	Yes

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

We have 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. Our National Call Center dispatches jobs to Servpro franchisees nationwide, if You qualify. However, You should not rely on Our National Call Center for revenue. You should rely on Your own marketing efforts (pursuant to Territorial Policy, attached as Exhibit ~~FE~~) 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 Our National Call center for insureds with properties in Your Operating Territory. Participation in National Accounts, Select National Accounts and Commercial Accounts is voluntary, however, some of Our agreements with 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 one year of operations, provided You have a full-time marketing representative in addition to the Franchise owners. However, this is solely at Our discretion and is not something You should rely upon.

National Accounts programs are defined as all clients with which Servpro 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. You must sign Our Select National Accounts Participation Agreement (“SNAPA”), attached as Exhibit ~~RQ~~, to receive job referrals 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, You agree to abide by 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 on file, subject to applicable law, good financial standing, insured subcontractors, meeting Our minimum computer hardware and software standards, broadband connectivity, customer complaints resolution, attendance at Our meetings and Convention, 24-hour emergency response, timely and accurate uploads of job files, vehicle appearance guidelines, uniforms and, for some clients, additional criteria. In addition, You must carry insurance on specific forms, as well as specific endorsements. Please review the National Accounts Participation Agreement at Exhibit ~~SR~~. If You purchase insurance from a company other than the RRRG, this insurance must meet Our then-current requirements and Your agent or insurer must sign a letter providing assurance that Your insurance meets Our criteria.

~~We are currently negotiating~~We have negotiated similar Commercial Accounts programs 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, 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 ~~TS~~ to receive job referrals 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 U to receive commercial referrals from Our Call Center. These criteria may include, without limitation, experience, staffing, equipment, training, job file accuracy, insurance and finances.

We have an affiliate, ERnet Property Resource Group, LLC, which establishes relationships with commercial property owners and property managers. ERnet dispatches jobs to qualified Servpro franchisees nationwide. However, You should not rely on ERnet job leads for any portion of Your revenues. The qualification criteria to be eligible to perform work for ERnet clients is nearly identical to that for Select National Account jobs. You must also sign ERnet’s Service Provider Participation Agreement, attached as Exhibit ~~UT~~, to receive job referrals from ERnet clients.

With the exception of National Accounts, Select National Accounts and Commercial Accounts, You are free to set Your own prices. Please be advised, however, 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.

Some insurance companies or other entities may require a different software for estimating, other than Xactimate[®]. If you accept a job covered by one of these companies, You will be required to use that required software.

Both Servpro's National Accounts Division and ERnet solicit and negotiate 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 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, both Servpro and ERnet must be competitive in their negotiations. As such, Servpro and ERnet may negotiate some or all of the following: pricing platforms; pricing concessions; billing and file audits by Servpro or ERnet; 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; industry standard training and credentialing; and waiting periods for new franchisees to participate.

When You purchase a Franchise, You must purchase Our standard Equipment and Products Package. 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 Our Equipment and Products Package are changed periodically to reflect changes in the cleaning and restoration industry and franchisees' needs. See Items 6, 7, and 11 for further information. You will be disclosed with the contents of Our current package when You are disclosed with this FDD. If You finance Your franchise purchase, property damage coverage is required to protect Our 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. We sell vehicles, which meet Our specifications, but You are not required to purchase a vehicle from Us. See Item 7 for more information about vehicles.

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 or from approved vendors, generally the types identified in Our Equipment and Products Package List. From time to time, We approve these suppliers; if You would like a list of Our current approved suppliers, We will provide one. We will notify You in writing, of the approved vendors. Some terms are only available if You purchase from Us or Our Distributors. We provide material benefits to You based on Your use of designated or approved sources. This is also a

condition for renewal and granting of additional franchise licenses. There are no purchasing or distribution cooperatives.

You are required to purchase specified equipment and supplies from Us or suppliers We designate.

If You want to purchase any such specified items from an unapproved supplier, You must submit a written request for approval. We do not maintain written criteria for approving suppliers, and thus criteria are not available if You propose a supplier. If We name a supplier for a product or service, You may propose an alternative supplier for Our consideration. To obtain Our written approval for the alternative supplier, You must submit a written request to Us for approval of the proposed supplier and the supplier must meet Our then-current criteria and specifications to Our reasonable satisfaction, which will include quality of goods or services, general reputation, financial strength of the proposed supplier, indemnification, warranty, as well as designated types and amounts of insurance including, without limitation, product liability and product recall insurance. We may test, at Your or Your proposed supplier's expense, the proposed product or service. We will give You notice of Our approval or disapproval usually within 3 to 6 weeks, depending on the nature of the product or service. If We test 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 necessary for the product or service. If We revoke approval of any supplier, We will give You written notice. We require that We be allowed to inspect the proposed supplier's facilities, insurance and warranty policies at Your or the proposed supplier's expense. We may reinspect the facilities and product of any previously approved supplier and may revoke Our approval if the supplier fails to meet any of Our standards and specifications 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 35% to 45% of the cost in the first ninety (90) days to establish a Franchise and approximately 10% to 15% of ongoing operating expenses.

Except as set forth above, during the term of the Agreement You are not obligated to purchase or lease from any sources designated by Us other than as described in Item 8. You must either generate job invoices that meet Our criteria through QuickBooks® Pro or use Servpro® job invoice forms. There is no alternate source due to the necessity of maintaining invoice sequence control and uniformity. 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 Our standard Equipment and Product Package. We and Our Distributors 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 range from two percent (2%) to eight percent (8%) of Your annual purchases and leases. In the calendar year ending December 31, ~~2014~~2015, Our revenue from the sale of these required purchases was ~~\$30,753,838~~27,789,956 dollars or ~~21.14~~18.41% of Our total revenues of ~~\$145,415,543~~150,913,792 dollars. Some of Our vendors attend trade shows and purchase sponsorships which help pay for Our costs associated with hosting Our annual Convention, Trainer and Director Meeting and other franchisee meetings. -This amount was ~~\$318,150~~324,174 in ~~2014~~2015 and was all applied toward actual meeting expenses incurred.

On March 31, 2005, Our Parent formed the subsidiary Servpro Professional Cleaning Products, Inc. which began developing, mixing and blending professional cleaning products on October 1, 2006 for distribution by Us to the Servpro franchisees. On January 1, 2008, the owners of Our Parent formed a financing company to acquire the initial franchise fee, equipment and product notes and their collateral that were then held by Us. The new company, Servpro Finance, LLC, intends to also acquire future notes together with their associated collateral from Us as franchisees are added to the system. All of the servicing of such notes will continue to be handled by Us.

You must attend mold remediation training through only those outside training sources We have approved. An approved source for mold remediation training at this time is ~~Restoration Consultants, Inc.~~ EHS Services, LLC, which currently provides the two (2) day Mold Remediation Course at Our National Training Facility in Gallatin, Tennessee. Other approved courses are the Indoor Air Quality Association ("IAQA") Microbial Remediation courses and the IICRC-certified Applied Microbial Remediation Technician course (AMRT). The IAQA courses include the IAQA Mold Remediation Worker course (for Virginia). Attendees of the IAQA courses receive a certificate of attendance from the IAQA, which satisfies Our requirement for mold remediation training. Attendees of the IAQA Mold Remediator/Supervisor and Virginia Mold Remediation Worker courses receive preparation for the Certified Microbial Remediator (CMR) exam, if You choose to take the exam. In addition, You may choose to take the Council-certified Microbial Remediator (CMR) exam. Individuals who meet all requirements of the American Council for Accredited Certification ("ACAC") are awarded the CMR certification. Our requirement for mold remediation training does not require You to take the CMR exam and receive certification. The IICRC does not operate schools or instructors, but instead approves schools and instructors to teach and administer its certified courses, including AMRT. Attendees who complete the AMRT certification course and achieve a passing grade on the AMRT exam will receive certification from IICRC in Applied Microbial Remediation.

The Environmental Protection Agency ("EPA") issued a rule concerning lead paint that applies to work performed on pre-1978 homes by restoration businesses, known as the *Renovation, Repair and Painting* ("RRP") program, 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, unless otherwise approved in writing by Us. You must solely use the web site program developed and offered through Us. 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. We own 200 shares of Class A stock and one of Our officers owns the issued Class B stock in the Restoration Risk Retention Group, Inc. ("RRRG"), an approved supplier for the insurance required to operate Our franchise. The remainder of stock is owned by the 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 License Agreement and other agreements. It will help You find more detailed information about Your obligations in these agreements and in other items of this disclosure document.

OBLIGATION	SECTION IN FRANCHISE LICENSE AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
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), 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 requirement	7.9	11
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, 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 ¹	6.6	17
x. Dispute resolution	12, 13 and 14	17
y. Liquidated Damages ²	2.4 and 4.4	6
z. Customer Service	7.9	
aa. Background Checks	7.12	
bb. Cross Default	13.19	
cc. Force Majeure	13.20	

¹ A covenant not to compete which extends beyond termination of the Franchise may not be enforceable under California Bus. and Prof. Code §16,600. Covenants not to compete upon termination or expiration of the Agreement may not be enforceable in South Dakota, except in

certain instances as provided by law. These states have statutes which may limit Our ability to restrict Your activity after the Agreement has ended: Florida (Statutes §542.33), Michigan (Compiled Laws §445.771 et seq.), Montana (Codes §30-14-201), North Dakota (Century Code §9-08-06), Oklahoma (Statutes §15-217-19) and Washington (Code §19.86.030). Other states may have court decisions limiting Our ability to restrict Your activity after the Agreement has ended.

² California Civil Code §1671 and North Dakota Century Code §51-19-09(1)(i) may restrict or prohibit the imposition of Our liquidated damage provisions. Liquidated damages may not be permitted in Indiana (IC §23-2-2.7-1(10)), Minnesota (Rule 2860.4400J) or South Dakota (Civil Law 53-9-5). The imposition of liquidated damages may also be restricted by fair practice laws, contract law and state and federal court decisions.

Item 10

FINANCING

We may agree to finance a portion of Your acquisition of a Franchise, subject to credit approval and meeting Our then-current financing criteria. Our Affiliate, Servpro Finance, LLC, may also agree to provide financing. If either agrees to provide financing, You must make a down payment of between \$24,000 and \$50,000, in Our discretion, or at Servpro Finance, LLC's discretion, when the Franchise License Agreement is signed, depending on Your individual financial status. You must sign a promissory note and security agreement containing a time-price differential at a percentage rate between twelve percent (12%) and fifteen percent (15%), payable in monthly installments for the remaining balance of the Standard Purchase Price. An example of Our Note is attached to this Disclosure Document as Exhibit ~~GE~~. Note payments will generally begin three (3) months after You sign and return Your Franchise License Agreement. The length of the repayment term is negotiable, but cannot exceed ninety six (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 as explained in Item 5. If We or Servpro Finance, LLC agree to finance a portion of Your acquisition of an additional license, 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 promissory note and security agreement containing a time-price differential at a percentage rate between twelve percent (12%) and fifteen percent (15%), payable in monthly installments for the remaining balance of the purchase price. An example of Our Note is attached to this Disclosure Document as Exhibit ~~GE~~. Note payments will generally begin immediately and the length of the repayment term cannot exceed 60 months.

You must give Us or Servpro Finance, LLC 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 ~~JL~~).

We may at Our discretion, or Servpro Finance, LLC may at its discretion, finance Your purchase of additional equipment or vehicles. If equipment is purchased by a qualified existing franchisee that has been in the system for over a year, up to one hundred percent (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 time-price differential at a percentage rate of between ten percent (10%) and fifteen percent (15%), depending on a variety of factors, including Your creditworthiness, down payment and security. If equipment is purchased by a franchisee who has been in the system for less than one (1) year, the same factors apply except that the percentage rate of the time-price differential will be between thirteen and one half percent (13 ½ %) and fifteen percent (15%). We have also financed, and continue to finance, vehicle, trailer and generator purchases by qualified, existing, franchisees that have been in the system for over a year at an annual percentage rate of two and nine tenths percent (2.9%), or higher, based on the age of the vehicle, trailer or generator and Our determination of credit risk. We reserve the right to discontinue this program or to raise the interest rate at any time. If a new

Franchisee purchases a vehicle from Us, You must sign a secured promissory note under which You agree to pay the balance due in between sixty (60) and ninety (90) monthly installments, depending on the amount of the note, with a time-price differential of between two and nine-tenths percent (2.9%) and fifteen percent (15%), depending on a variety of factors, including Your creditworthiness and down payment, which usually will range between \$2,500.00 and \$20,000.00. We also may offer You a line of credit for product and equipment You purchase from Us and an equipment floor plan financing program. We refer to this program as Our Franchise Asset Stock Transfer program ("FAST"). Provided You have been in business at least one (1) year, have successfully completed Your Initial Training program, and meet Our creditworthiness standards, You may qualify for the FAST program. Servpro Finance, LLC may also provide financing under the FAST program. On December 31, ~~2014~~2015, the annual percentage rate on Our line of credit was ten percent (10%). We also offer credit limits of varying amounts for purchases from Us with net 30 day terms. With respect to all of these financing arrangements, You must give Us 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 must sign the Note (see Exhibit ~~GE~~) and personally guarantee payment by signing a Guaranty Agreement (see Exhibit ~~J~~I). We do not refinance any notes for acquisition of Your Franchise, equipment, or vehicles. Although We historically provided the financing described in this Item, Servpro Finance, LLC may provide this financing or We will continue to provide financing.

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

We have no past or present practice of selling, assigning or discounting to a third party all or part of Our Notes but We may do so without notice in the future. We may assign and discount Our franchise financing arrangements to a subsidiary or third party. We 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 Our sale or assignment of the Note (see the Promissory Note and Security Agreement at Exhibit ~~GE~~, allowing assignment).

We 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 from Us will depend on a variety of factors, including Your own creditworthiness and the type of security You can offer. We do not receive any direct or indirect payments for placing financing. We do not guarantee Your obligations to third parties. Our promissory notes are not assumable by third parties if You re-sell Your franchise.

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Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening 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 site for the Franchise. Your business must be located within Your Operating Territory. You may operate the Franchise from Your home if local zoning allows or You may operate from existing or new business premises, if located within Your Operating Territory. If Your home is outside of Your Operating Territory, You may operate the Franchise from that location only for the first six (6) months. We do not own or lease any premises. We are not responsible for selecting or obtaining Your business site or for ensuring that it complies with local zoning laws. You may only use business telephone and facsimile numbers with prefixes and area codes, and may only use geographic terms in internet advertising, which are solely within Your Operating Territory. 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 (overlap).

All training is mandatory and must be successfully completed prior to commencing operation. All training will occur at Our corporate headquarters in Gallatin, Tennessee, and locations otherwise directed by Us. Our corporate headquarters is a tobacco free campus. We will provide You with a set of Our Manuals, which contain mandatory and suggested specifications, standards, and procedures. The Manuals are confidential and remain Our property. We will modify the Manuals periodically (Franchise License Agreement, Section 8.1). Upon request, We will permit You to view Our Manuals at Our corporate headquarters before You purchase the Franchise.

We will provide You with written specifications for opening inventory, equipment, supplies, professional cleaning products, software applications, forms and marketing materials required to be used in the Franchise, part of which You must purchase from Us and part of which You must purchase from approved suppliers, as explained in more detail in Items 7 and 8, 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. Our New Franchise Business Consultation Meeting program is conducted after You complete Set-up Training and after You have begun to operate Your business. You will receive review materials with designated Manuals and Videos and have meetings with Your assigned Trainer at Your location. Your Assigned Trainer provides at least a one day consultation meeting at Your business location for each of Your first six months of business operation following completion of set up training. You also must provide Us with proof of completion of QuickBooks® Pro training online or through any other Intuit-sponsored training facility at Your expense. You must also schedule and complete an ASD course prior to Consultation Meeting 6. You must pass the course and receive certification. You are responsible for all costs of travel, lodging, and meals while attending QuickBooks® Pro training and ASD, when necessary.

Additional Post-Opening Assistance:

We will provide You with on-going advice and assistance as We determine is needed. This assistance will include information about the products and services You offer to Your customers, improvements and developments in the Franchise, pricing of Your products and services, training of employees, administrative, bookkeeping, accounting and inventory control procedures, advice about operating problems You may encounter and written materials (newsletters, Bulletins, etc.) as We make them 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 "National Convention") to discuss issues concerning the Franchises and the System. The National 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. (See Franchise License Agreement, Section 8.3 and Item 6.)

We will provide additional or "refresher" training programs, as well as seminars and related activities regarding the operation of Your Franchise and the System as We choose to conduct. A Servpro Television ("Servpro TV") Annual Kickoff episode will air on or about late January and will provide an overview of highlights, information and programs for the year and will direct viewers to additional resources for more comprehensive information on each topic. You may view and share this important information alongside Your key employees and staff members. Servpro TV is a communications tool containing news, training information and updates for the Franchise System, and 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. In addition, all Director and General Trainer and Franchise Business Consultant Area Meetings and Business Consultation Reviews are mandatory for Franchise owners. You may be suspended from participating in Our 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 4-1/2 days of classroom instruction, covering Stages of Development and 6 Key Result Areas (production, office, human resources, financial management, marketing, and executive management). You may be required to attend the fifteen day NFTP course again for renewal at Your cost if deemed necessary by Your Field Operations Manager.

| We ~~will~~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® 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, Section 7.6.)

Advertising:

You must contribute the amounts described in Item 6 under the heading “Advertising Fee.” All Advertising Fees collected go into a national fund (the “National Marketing and Advertising Fund”). We administer and direct the National Marketing and Advertising Fund and all advertising and marketing expenditures at Our discretion. We exercise Our business judgment in deciding when and how these funds are spent, taking into account input from an advertising agency, and the National Marketing and Advertising Advisory Board. We will use the National Marketing and Advertising Fund and all earnings on the National Marketing and Advertising Fund to fund activities that We deem beneficial to the System, including, without limitation: (a) advertising and marketing expenditures; (b) Core marketing expenditures; (c) advertising and marketing television and radio commercial production; and (d) market research. No assurance is provided that any Franchisee will receive benefits from the National Marketing and Advertising Fund. We will make all studies and reports produced by the National Marketing and Advertising Fund available to You at no cost. We will provide copies of materials produced by the National Marketing and Advertising Fund available to You at Your expense. Advertising and marketing materials are produced by Us in-house and by an outside advertising agency. (Franchise License Agreement, Section 8.5.) Some Franchisees in Our system are parties to a Franchise License Agreement which does not contain this requirement to contribute to the National Marketing and Advertising 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. The funds are not used to sell additional franchises. We are not required to contribute to the National Marketing and Advertising Fund. If We do so, We may designate how any such contributed funds are used.

The 3% Advertising Fee funds the National Marketing and Advertising Program, which currently consists of the following:

1. National/Regional Marketing Program, based on ½% of all of Your Gross Volume less Gross Volume from Sub-contract Services.

The National/Regional Marketing Program is comprised of the following:

- a. National Accounts Core Marketing Program (Core Marketing Program). Core Marketing Program expenses include all of the expenses associated with operating Our National Accounts Program, including: salaries and benefits for department staff; travel related expenses; marketing and promotional expenses; office expenses; utilities; and equipment. In short, the Core Marketing Program supports the National Accounts sales efforts.
- b. National Marketing Program is used to fund marketing of the SERVPRO Brand on a national basis. The primary expenditures ~~are currently sponsorship of the Professional Golf Association promotions at~~include trade shows, insurance forums, public relations campaigns, market strategy, ~~promotional initiatives~~, magazine advertising, ~~insurance forums~~ and other nationally-focused ~~promotional events~~web media.

- c. Regional Marketing Program, where expenditures are made by Subregions as determined by a majority of franchisees in each Subregion, which currently numbers 106. We determine the Franchisees which comprise the Subregions. Subregions are required to submit and obtain approval of a Subregion Marketing plan and budget by July 31 each year to direct spending of the Regional Marketing Funds by December 31. In consultation with the advertising agency and the National Marketing and Advertising Advisory Board, We determine the list of Approved Advertising Expenditures for Subregions. The Fund Balance of Subregions that do not submit a Marketing plan and budget by July 31 is directed to the National Advertising Fund. Subregions may vote to direct their funds to the National Advertising Fund 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 to Us by January 15 of the following year. Any unfunded budget requests and any Subregion Funds remaining at January 31 are directed to the National Advertising Fund each year.

The National/Regional Marketing Program is first utilized to fund the Core Marketing Program expenditures, and any remaining funds collected are allocated thirty-four percent (34%) to National Marketing and sixty-six percent (66%) to Regional Marketing.

2. National Advertising Program (2 1/2%): based on 2-1/2% of Your first ~~\$700~~750,000 of Your Gross Volume less Gross Volume from Sub-contract Services.

The National Advertising Fee consists of 2½% of Your first ~~\$700~~750,000 ("Cap") of Gross Volume excluding Gross Volume from Sub-contract Services on a calendar year basis (see Item 6). The current "cap" of ~~\$700~~750,000 will be raised \$50,000 per year, which means that amounts subject to the National Advertising Fee of two and one half percent (2½%) will increase each year for the foreseeable future. The 2½% National Advertising Fee primarily funds national television advertising, web search engine marketing and web advertising, and sponsorship of the Professional Golf Association Tour and related promotional activities. The National Advertising Fee also pays for related services such as ~~commercial production costs~~, consumer surveys and market research, sponsorship of the American Red Cross and related mobile application and commercial production costs.

We divided the United States into six Advertising Regions and each Advertising Region into Subregions. We appointed Subregion Committee Members to a National Marketing and Advertising Advisory Board, which currently assists Us with recommendations for administering the National Marketing and Advertising Fund. We may create, change, or dissolve the National Marketing and Advertising Advisory Board in Our discretion, which is strictly advisory and has no decision making authority.

3. Expenditures.

During the year ended December 31, ~~2014~~2015, the National/Regional Marketing Fund (1/2%) fees were allocated ~~65~~80% to the Core Marketing Program, ~~12~~7% to the National Marketing Program and ~~23~~13% to the Regional Marketing Program. The Core Marketing Program and the National Marketing Program spent all of the fees allocated

for calendar year ~~2014~~2015. In addition to these fees during the year ended December 31, ~~2014~~2015, the National Marketing Program spent and additional ~~\$502,686~~69,856 of unused National Marketing Program funds from the prior year. The Regional Marketing Program fees exceeded program expenditures by ~~\$182,222~~667,521 in ~~2014~~2015. Any advertising and marketing fees unused in the year are carried over for use in the next year. Amounts available from any remaining funds collected are expected to decrease as we expand Our Core Marketing Programs.

Expenditures from the National Advertising Fund (2-1/2%) for the year ended December 31, ~~2014~~2015 primarily paid for national television advertising throughout the United States and web search engine marketing. National Advertising Fund expenditures as a percentage of total Advertising Fund revenues were as follows: (a) television advertising equaling ~~67% and~~58%; (b) web search engine marketing and web advertising equaling ~~3229%~~3229%; (c) Professional Golf Association Tour sponsorship equaling 4%; (d) market research equaling 1%; (e) American Red Cross sponsorship equaling 1%; and (f) production costs of the mobile application and television commercials equaling 1%.

The National Advertising fees, plus contributions from the Regional Marketing Program in the amount of \$270,692, exceeded program expenditures by ~~\$793,848~~1,238,403 for the year ended December 31, ~~2014~~2015. Unused National Advertising fees equaling 5% of the National Advertising Fund revenues were carried over for use in the next year.

An annual accounting of the National Marketing and Advertising Fund is available to Servpro Franchisees upon written request. If all of the funds contributed to or revenues accrued to these programs in a calendar year are not spent in that year, We will carry the funds over to the next calendar year. We do not have any obligation to have the National Marketing and Advertising Fund audited. For Maryland Franchisees, an annual accounting of the National and Regional Marketing and Advertising Fund is available to You upon written request as required by COMAR 02.02.08.304B(5) of the Code of Maryland Regulations. We may, in Our sole discretion, modify and change the manner in which monies from the National Marketing and Advertising Fund are spent.

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. For any component of computer hardware not included in Our Equipment and Products Package, You may use any brand of computer hardware that meets these specifications, and You may acquire this computer hardware from any source.

You must connect to Our data communications network, *ServproNET*[®], which is hosted by Microsoft[®] Windows[®] Server systems licensed to and operated by Us. This is the electronic pathway to the *ServproNET*[®] system. You will connect to this system for all *ServproNET*[®] services. The *ServproNET*[®] 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*[®] 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*[®]. Our current rules and policies are set forth in the *ServproNET*[®] Policies and Procedures Agreement attached to this Disclosure Document Exhibit ~~GB~~. See Item 6 for *ServproNET*[®] 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*[®] attachment specifications. Internet access generally costs between \$50.00 dollars and \$100.00 dollars per month. All e-mail addresses must comply with Your Franchise License Agreement, the Territorial Policy, the *ServproNET*[®] Policies and Procedure Agreement and any Bulletins We have issued.

You will receive the following hardware and software applications as part of Your Equipment and Products Package purchase; a list is disclosed with this Franchise Disclosure Document. We do not provide support or warranties for hardware or third party software; any support or warranties are provided solely by the manufacturer.

(2) Desktop computers¹ - Intel i5 3.20 GHz or higher processor clock speed; 4 gigabyte (GB) of Random Access Memory (RAM) or higher; 500 gigabytes (GB) or higher hard disk space; CD-RW (Read/ Write CD drive) or alternative; and 10/100/1000 Megabit Ethernet card.

(1) Wireless router¹ - ~~RV180W~~—broadband gigabyte wireless router;—~~and~~ with DSL ~~compatible~~compatibility.

(1) “Multi-function” Printer/Copier/Fax/Scanner¹.

(2) Operating systems² - Windows 7 Professional – 64 bit.

(2) Anti-virus programs² - ~~Kaspersky Total Security~~ Must install and apply latest update, with Anti-Spyware.

(2) Office automation² - Office 2013 Small Business Editions.

(2) Accounting³ - QuickBooks[®] Pro 2014.

(2) Sales routing⁴ — ~~MapPoint 2013~~ — May be replaced with routing - WorkCenter™ mapping in ~~3rd Quarter 2015 for new Franchises after that date.~~

¹ This computer or equipment and components are not proprietary to Our system.

² This software is not proprietary to Our system. Other software packages are available which provide the same or similar functions.

³ QuickBooks[®] Pro by Intuit[®], which is not proprietary to Our system, is used for bookkeeping functions. We have developed a Servpro customized chart of accounts, which You must use and cannot be altered unless authorized by Servpro 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[®] Pro seminar or complete QuickBooks[®] Pro

web-based training on ServproNet[®]. We have used or recommended the use of QuickBooks Pro since 1997.

~~⁴Microsoft MapPoint 2013 integrates with the Marketing Work Center to assist with Your marketing efforts. You may not substitute a comparable software package. This may be replaced with the roll-out of WorkCenter Marketing and WorkCenter Office.~~

You must also purchase an iPad 4th generation or latest available with a minimum of 32GB, latest version of iOS and the latest version of Safari[®] or Google Chrome[®]. Wi-fi and cellular service is ~~highly recommended~~required. Your choice of carrier (requires recurring monthly fee). You must bring the iPad with you to Your training in Gallatin, Tennessee. It is also recommended that each person coming to training, i.e., partner spouse, employee, also have a separate iPad to use during NFTP.

~~Until~~During 2016, We plan to complete conversion and rollout to the fall~~franchise system of 2015, new~~our proprietary WorkCenter™ Office and WorkCenter™ Marketing systems. New franchisees will receive, ~~must use and pay for an office automation application sign a software package which currently includes ScanER[®] XL for estimating and ManagER[®] for scheduling and office management. After that time, new~~license agreement for, must use on all jobs and pay for the WorkCenter™ Systems. Existing franchisees will receive, must must convert to the WorkCenter™ Systems when directed by Us, must sign a software license agreement and, following conversion, must pay for and use and pay for the replacement, WorkCenter™ Marketing and Systems on all jobs. We have designated the WorkCenter™ Office, 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 WorkCenter™ Marketing and WorkCenter™ Office. You may not substitute a comparable software package for these functions. You must use ScanER[®] XL (WorkCenter, when available)™, or other recommended applications on all jobs in order to qualify to participate in National Accounts and Commercial Accounts Programs and receive National Call Center job referrals. You will need to purchase one or more license(s) of Xactimate[®], which is not proprietary to Our system and available from Xactware[®], 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 three training segments offered by Xactware (the maker of Xactimate[®] software).

You will receive Our proprietary online job reporting and management system, Drying Workbook/DryBook[™] Mobile application software, which allows the capture and documentation of job drying information (equipment validation, monitoring, moisture content tracking, equipment utilization). ~~-You must use the DryBook and WorkCenter™ Mobile systems, as and when available, on all jobs. We have designated Drying WorkBook/DryBook™ Mobile a mandatory computer program under Section 7.2 of the Franchise License Agreement. Your job file and financial data will be stored on Our servers ("cloud"). No other software packages are available which provide the same functions. You may not substitute a comparable software package for these functions. During 2015-2016, We plan to finalize development, implementation, training, phased conversion and rollout to the franchise system of Our new proprietary WorkCenter™ Office and WorkCenter™ Marketing systems.~~

~~If you receive ManagER and ScanER and/or Our proprietary online job reporting and management system, Drying Workbook/DryBook application software prior to late September~~

~~2015, You will convert to WorkCenter when Your area is being converted. These new systems will replace ManagER[®] (office automation) and ManagER[®] Marketing Center. The new systems will both be WorkCenter[™] Office and WorkCenter[™] Marketing are web-based, can be accessed on any PC or tablet where an Internet connection is available, permitting users to perform their work tasks from remote locations, and We will be hosting 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 We release, in our sole discretion, will be implemented seamlessly in real time and at no additional charge beyond the software fee. Telephone support and training is also provided at no additional fee. We plan to begin training new franchisees to use WorkCenter during NFTP in late September 2015.~~

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

WorkCenter[™] Office functionality includes, but is not limited to: 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: 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.

The data generated by Your business belongs to Us, which includes but is not limited to job files, marketing contacts, estimatics and billing, job scheduling and financial performance of Your franchise. Please see 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 but will not necessarily be limited to 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 ~~new~~ systems in order to use them at the Franchise. ~~DryBook Office and DryBook Mobile will also be required in 2015.~~ All Franchises will be required to train as a DryBook[™] Mobile and WorkCenter[™] user in order to use DryBook ~~Desktop and DryBook[™] Mobile and WorkCenter[™] Office.~~

We will train You in the use of Our office automation application and software which includes ScanER[®] XL, ManagER[®], Servpro DryBook and DryBook Mobile. ~~When available, We will also train You in the use of WorkCenter[™] Office and Marketing WorkCenter[™] Marketing.~~ We will also explain how to use the Servpro[®] customized chart of accounts in QuickBooks[®] Pro, although it is Your responsibility to acquire bookkeeping knowledge and the skills and training to use the QuickBooks[®] software. We do not otherwise train You on the use of any computer software applications. We do not provide technical support for hardware or software problems unless by mutual written agreement. We will provide You with scheduled upgrades to the Our office automation application and software based on Servpro development and modification schedules throughout the year and You must install and utilize them. We 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. We may upgrade the

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/or software and give You a reasonable time period in which to comply.

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, 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. These measures will include, without limitation, unique ID passwords established for each employee's assigned roles (Single Sign On); anti-virus software set to run a scan daily, current minimum recommendation is Kaspersky Total Security; install and maintain firewall around the 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.

We provide computer(s), software, servers, web hosting to franchisees pursuant to third party contracts with other third party providers. We will provide such goods and services 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 business within sixty (60) to one hundred-twenty (120) days of signing their Franchise License Agreement. Before You open for business, We will require You and each person actively involved in operation of the Franchise to complete Our five step Initial Training program to Our satisfaction, which We call Our Business Development Program ("BDP"). We will provide two ~~owners~~Owners with the five step BDP: Step 1: Prerequisite Progress (preparing Your business prior to classroom attendance, which includes Xactware® training); Step 2: Prerequisite Consultation (on-site Trainer meeting); Step 3: New Franchise Training Program (NFTP, 15-day classroom which is generally offered once per month); Step 4: Business Setup (5 day on-site Trainer meetings); and Step 5: Business Consultations (Six on-site Franchise Business Consultant meetings). Currently, We require that at least one ~~owner~~Owner / Operating Principal actively involved in day-to-day operation of the franchise attend 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, and their spouses, or other principals or employees of the Franchise actively involved in the operation of the Franchise, attend and complete Our Business Development Program to Our satisfaction. We will provide two ~~owners~~Owners with the Business Development Program materials. We agree to provide training and manuals only in the English language. 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. NFTP fee is waived for two (2) ~~owners~~Owners of new franchises. Purchasers of new franchises will receive airfare for two (2) ~~owners~~Owners and a one-time \$2,000.00 dollar expense allowance for two (2) ~~owners~~Owners to help off-set lodging and meal expense during classroom if two (2) ~~owners~~Owners attend the 15-day NFTP at the same time. The Transfer fee pays for two resale owners to attend NFTP. The Transfer fee is

non-refundable regardless of whether the buyer attends training, or if the resale is cancelled or never closes.

If only one (1) ~~owner~~Owner attends NFTP, he or she will receive airfare and a \$1,750.00 dollar expense allowance. If one ~~owner~~Owner attends NFTP and a second owner then attends NFTP within twelve (12) months, the second owner will have his or her airfare paid and he or she will receive an expense allowance of \$250.00. The total amount of the expense allowance will never exceed \$2,000.00 dollars combined between two ~~owners~~Owners that attend NFTP. If You attend an approved Mold Remediation Training at a different time than when You attend NFTP, You are responsible for all travel and tuition expenses. If You do not attend NFTP within twelve (12) months from signing the Franchise License Agreement, You will be responsible for paying the NFTP fee and You will not receive any expense allowance (Franchise License Agreement, Section 8.2 and Item 6). In the event more than two ~~owners~~Owners or employees with managerial responsibilities attend classroom training, an additional NFTP fee of \$1,000.00 dollars and a Mold Remediation Course fee of \$545.00 dollars per person is charged.

NFTP is conducted at Our headquarters in Gallatin, Tennessee. NFTP consists of thirteen (13) days of instruction and two (2) days of Mold Remediation training. You must complete the pre-requisites and NFTP within 90 days after You sign the Franchise License Agreement.

Business Development Program ("BDP") Steps 1 and 2 are self-study programs which You must complete and Your assigned Trainer or BDP Specialist must validate at least ten (10) days before You attend NFTP. These self-study programs are ordinarily shipped to You no less than six (6) weeks before You are scheduled to attend NFTP and consists of Manuals 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 observe sales, production and office operations, acquire all necessary Federal, State and local licenses and permits, lease or purchase 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, 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 Trainer or BDP Specialist will also perform a prerequisite consultation meeting with You to assess Your progress on the BDP prerequisites. The meeting will be attended by Your assigned Trainer or BDP Specialist and will take place at Your place of business 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 thirty (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 Mold Remediation Course is required at NFTP. The Mold Remediation training is two (2) days (eight (8) hours each) of instruction on the following topics: Microbiology, Safety, Moisture Concepts, Standards, Forms, Containment, Pressurization, and hands on Procedures. This training is conducted by ~~Restoration Consultants, Inc. (RestCon)~~EHS Services, LLC and is currently provided at Our headquarters in Gallatin, Tennessee the Monday and Tuesday immediately following the first day of NFTP class. The Mold Remediation ~~instructors include John Banta~~instructor is Dr. Greg Boothe, CIH, CSP who has over twenty-five (25)~~thirty (30) years experience and Mark Ayers who has over nine (9) years of experience.~~ There is no additional fee to You for attendance at the Mold Remediation class by two (2) ~~owners~~Owners. In the event more than two (2) ~~owners~~Owners attend Mold Remediation Training, You must pay

an additional course fee of \$545.00 dollars for each additional ~~owner~~Owner or qualified employee who attends the Mold Remediation Training.

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

NFTP is conducted at Our headquarters in Gallatin, Tennessee. NFTP consists of thirteen (13) days of instruction and two (2) days of Mold Remediation training.

TRAINING PROGRAM NEW FRANCHISE TRAINING PROGRAM (NFTP)					
SUBJECT	CLASSROOM TRAINING HOURS	HANDS ON TRAINING HOURS	LOCATION	INSTRUCTOR	INSTRUCTOR EXPERIENCE
Welcome, SERVPRO Culture, Value of SERVPRO Franchise, and Key Result Areas	1.5		Gallatin, Tennessee	Susan Steen	See Item 2
Introduction of Training Program	.25		Gallatin, Tennessee	Lori Wilson	Training Specialist/4 ~~year~~ <u>5 years</u> with Us and <u>45</u> years training experience
Introduction of Training Program	.25		Gallatin, Tennessee	Lori Wilson	See Above
National Call Center Overview	<u>1.5</u>		Gallatin, Tennessee	Jessica Carmack	Work Force Planning Manager/ <u>14</u> <u>15</u> years with Us and <u>14</u> <u>15</u> years call center experience
Marketing Fundamentals Residential and Commercial Marketing	<u>6</u> <u>5</u>	<u>4.5</u>	Gallatin, Tennessee	Andrew Daniels	~~Training~~ <u>Marketing Applications</u> Support Specialist/ <u>15</u> <u>14</u> years with Us and <u>16</u> years of sales and marketing experience
~~Estimating~~ <u>Scop</u> <u>ing</u> Basics	<u>21.5</u>	<u>21.5</u>	Gallatin, Tennessee	David Ragsdale	Training Specialist/ <u>34</u> years with Us and <u>17</u> <u>18</u> years training experience

TRAINING PROGRAM NEW FRANCHISE TRAINING PROGRAM (NFTP)					
SUBJECT	CLASSROOM TRAINING HOURS	HANDS ON TRAINING HOURS	LOCATION	INSTRUCTOR	INSTRUCTOR EXPERIENCE
Cleaning Basics	<u>24.5</u>	<u>3</u>	Gallatin, Tennessee	Robert Bowles	Training Specialist/ ~~13~~ <u>14</u> years with Us and ~~9~~ <u>10</u> years training experience
~~Truckmount and portable extractor~~ Overview/Intro duction to Commercial Restoration	~~0~~ <u>2</u>	~~1.5~~	Gallatin, Tennessee	Clint Brickles	Training Specialist/ ~~1 year~~ <u>2 years</u> with Us and ~~15~~ <u>16</u> years training/ restoration experience
Extractor Overview	<u>0</u>	<u>1</u>	<u>Gallatin, Tennessee</u>	<u>Clint Brickles</u>	<u>See Above</u>
Safety Overview	1		Gallatin, Tennessee	Robert Bowles	See Above
Restoration Risk Retention Group, Inc. ("RRRG") Overview	~~.25~~ <u>5</u>		Gallatin, Tennessee	~~Stacey Slater~~ Dave <u>Wisniewski</u>	~~Claims Coordinator/1 year~~ <u>RRRG Manager/6 years</u> with Us and ~~13~~ <u>30</u> years <u>claims risk management</u> experience
Basics of Production	1		Gallatin, Tennessee	Robert Bowles	See Above
~~Basics of Structure Cleaning~~	~~3~~	~~3.5~~	~~Gallatin, Tennessee~~	~~Robert Bowles~~	~~See Above~~
~~ScanER[®] XL, ManagER[®], WorkCenter[™] Office, DryBook and DryBook[™] Mobile~~ (WorkCenter training will replace ManagER late September 2015) and ScanER [®]		~~15.5~~ <u>9.25</u>	Gallatin, Tennessee	Spencer Button	Training Specialist/ ~~6~~ <u>7</u> years with Us and ~~3~~ <u>4</u> years training experience
Textile Cleaning	<u>43.5</u>	3.5	Gallatin, Tennessee	Robert Bowles	See Above
Spot Removal	.5	.5	Gallatin, Tennessee	Robert Bowles	See Above

TRAINING PROGRAM NEW FRANCHISE TRAINING PROGRAM (NFTP)					
SUBJECT	CLASSROOM TRAINING HOURS	HANDS ON TRAINING HOURS	LOCATION	INSTRUCTOR	INSTRUCTOR EXPERIENCE
Deodorization	1.5	1	Gallatin, Tennessee	Robert Bowles	See Above
Contents <u>Cleaning Management</u>	<u>1.5</u>	<u>1</u>	Gallatin, Tennessee	David Ragsdale	See Above
Fire Work Process	1	<u>5</u>	Gallatin, Tennessee	~~Robert Bowles~~ <u>Lori Wilson</u>	See Above
IICRC Water Restoration Technician Course	18	6	Gallatin, Tennessee	Dale Dohner	See Above
Water Damage Monitoring	1	3	Gallatin, Tennessee	Dale Dohner	See Above
Introduction to <u>Xactimate® and Xactimate Applications</u>		<u>4</u>	<u>Gallatin, Tennessee</u>	<u>Spencer Button</u>	<u>See Above</u>
Mold Overview	~~14~~ <u>12</u>	~~2.5~~ <u>4</u>	Gallatin, Tennessee	~~Restoration Consultants, Inc. – Mark Ayers~~ <u>EHS Services, LLC - Dr. Greg Boothe</u>	~~Project Manager with 28 30 years experience in the health and safety~~
File Audit Exercise	<u>2.25</u>	<u>2.5</u>	Gallatin, Tennessee	Spencer Button	See Above
Stages of Development	<u>4.5</u>		Gallatin, Tennessee	Dale Dohner	See Above
Personal Development, The Servpro Way and Business Planning	3		Gallatin, Tennessee	Lori Wilson	See Above
A Formula for Success	~~3.5~~		Gallatin, Tennessee	Bob Heid	Bob Heid was a franchisee from March 1977 to July 2014. He was also a Distributor from 1981 to 2006.
Office Management Basics	1		Gallatin, Tennessee	Spencer Button	See Above

TRAINING PROGRAM NEW FRANCHISE TRAINING PROGRAM (NFTP)					
SUBJECT	CLASSROOM TRAINING HOURS	HANDS ON TRAINING HOURS	LOCATION	INSTRUCTOR	INSTRUCTOR EXPERIENCE
Financial Management, Accounting Transactions and, Bookkeeping and Payroll	<u>23.5</u>	<u>21</u>	Gallatin, Tennessee	Jennifer Bowers	Training Specialist/ ~~1 year~~ <u>2 years</u> with Us and ~~10~~ <u>11</u> years accounting, bookkeeping and financial experience
Insurance Basics	<u>1.5</u>		Gallatin, Tennessee	~~Ray Adcock~~ <u>Austin Porter</u>	Commercial Accounts Coordinator/ ~~62~~ <u>62</u> years with Us and ~~64~~ <u>64</u> years insurance experience
Human Resources Management	<u>34.5</u>		Gallatin, Tennessee	Marcessa Palmer	Training Specialist / ~~1 year~~ <u>2 years</u> with Us and ~~10~~ <u>11</u> years human resource experience
Subcontractor Relationships	<u>1.5</u>		Gallatin, Tennessee	~~David Ragsdale~~ <u>Clint Brickles</u>	See Above
Graduation	<u>1.5</u>		Gallatin, Tennessee	N/A	N/A
Franchise Websites and Social Media	<u>1</u>		<u>Gallatin, Tennessee</u>	<u>Jay Hinton</u>	<u>Web Product Coordinator / 3 years with Us and 12 years of website marketing and optimization experience</u>
Total Hours	<u>78.75</u>~~83.25~~	<u>49.5</u>~~47.25~~			

Set-up training is a minimum of 40 hours of instruction over the course of five (5) days during which the primary place of business is set up and opened for business, plus a review of selected principles discussed in NFTP and is performed at Your Franchise site immediately after You complete NFTP. It includes the following:

SUBJECT	CLASSROOM TRAINING (HOURS)	ON - SITE TRAINING (HOURS)	LOCATION	INSTRUCTOR

SUBJECT	CLASSROOM TRAINING (HOURS)	ON - SITE TRAINING (HOURS)	LOCATION	INSTRUCTOR
Consultation regarding the Definition of Goals, and Long-Term Plans		.5	Your Franchise Location	Franchise Business Consultant
NFTP Training Review, Q & A/ Needs Analysis		.5	Your Franchise Location	Franchise Business Consultant
Package Inventory & Equipment Test		7	Your Franchise Location	Franchise Business Consultant
Illness and Injury Prevention Program (IIPP)		.5	Your Franchise Location	Franchise Business Consultant
Van Setup		1	Your Franchise Location	Franchise Business Consultant
Operating Manuals Review		.5	Your Franchise Location	Franchise Business Consultant
QuickBooks® Pro Review and Budget Preparation		1	Your Franchise Location	Franchise Business Consultant
Franchise Business Consultant prepares a Breakeven using FMS for submission with the setup Checklist		.5	Your Franchise Location	Franchise Business Consultant
Office and Job Procedures Review		.5	Your Franchise Location	Franchise Business Consultant
Estimating Review		1	Your Franchise Location	Franchise Business Consultant
Review Office Automation Advanced Training Resources		.5	Your Franchise Location	Franchise Business Consultant
Marketing Center Training Tools		2	Your Franchise Location	Franchise Business Consultant
Job File Audit Process		1	Your Franchise Location	Franchise Business Consultant
DryBook and DryBook Mobile		1	Your Franchise Location	Franchise Business Consultant
Preview SERVPRO® Office Automation Software –Advanced Training		.5	Your Franchise Location	Franchise Business Consultant
Evaluate and Qualify Subcontractors		1	Your Franchise Location	Franchise Business Consultant

SUBJECT	CLASSROOM TRAINING (HOURS)	ON - SITE TRAINING (HOURS)	LOCATION	INSTRUCTOR
Consultation Concerning Route Sales Calls and Completing Sales Calls		12	Your Franchise Location	Franchise Business Consultant
Marketing Route Sales Activity		2-3	Your Franchise Location	Franchise Business Consultant
ERnet® Review		.5	Your Franchise Location	Franchise Business Consultant
ERnet® Vendor Participation Agreement		.5	Your Franchise Location	Franchise Business Consultant
Commercial Sales		2	Your Franchise Location	Franchise Business Consultant
National Accounts Review		1	Your Franchise Location	Franchise Business Consultant
SELECT Accounts Participation		.5	Your Franchise Location	Franchise Business Consultant
Ensure items on the Training Review List have been covered and explained in detail to the Franchisee		.5	Your Franchise Location	Franchise Business Consultant
Summary & Review		.5	Your Franchise Location	Franchise Business Consultant
SMSP Commitment letter from Franchisee		.5	Your Franchise Location	Franchise Business Consultant
Activate National Call Center, if qualified		.5	Your Franchise Location	Franchise Business Consultant
Totals		40.5		

Set-up training is provided by Our Franchise Business Consultants, employees and Distributors, 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 Trainer responsibilities and is engaged in direct consultations and interactions with assigned franchisees of the Trainership.

Franchises are not qualified to receive National Accounts, Select National Accounts or Commercial Accounts referrals prior to successfully completing Set-Up Training. In addition, certain insurers or commercial accounts will not permit new franchisees to participate in their service provider programs and receive referrals from Our National Call Center until You have a designated level of experience and/or been in business for designated periods of time, up to

one year. Other Select National Accounts or Commercial Accounts may have similar waiting and/or qualification periods.

We are not required to provide any other service or assistance to You before You open for business.

Our Franchisees typically open for business immediately after completing Set-up Training, which will generally occur after NFTP, which generally occurs within two (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 Our 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 Our National Call Center.

SUBJECT	CLASSROOM TRAINING (HOURS)	ON-SITE TRAINING (HOURS)	LOCATION	INSTRUCTOR
Consultation Meeting 1		8	Your Franchise Location	Franchise Business Consultant
Consultation Meeting 2		8	Your Franchise Location	Franchise Business Consultant
Consultation Meeting 3		8	Your Franchise Location	Franchise Business Consultant
Consultation Meeting 4		8	Your Franchise Location	Franchise Business Consultant
Consultation Meeting 5		8	Your Franchise Location	Franchise Business Consultant
Consultation Meeting 6		8	Your Franchise Location	Franchise Business Consultant
Totals		48		

Business Consultation meetings are provided by Our Franchise Business Consultants, employees and Distributors. Business Consultation meetings are six one-day consultations during each month of Your first six (6) months after NFTP and set-up training. During this portion of Our BDP training program You will complete self-study assignments prior to each Business Consultation. During these consultations, Your assigned Franchise Business Consultant will: 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 ManagER® (WorkCenter, when available), review job files for work-in-progress, review outstanding accounts receivable, perform a Job File Audit with You, review NFTP business plan, review Stages of Development Model with You for a Stage 1 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 in ScanER[®], review various features of the ServproNet[®] site, review Convention Allowance report and Receivable/Insurance Status Report, review Sales Management Support Program ("SMSP"), verify when ASD course has been completed and certificate received, verify subrogation training completed and certificate received, review fire restoration job file process flow chart, review water restoration job file process flow chart, review job file audit with You, review human resources manual, review employee handbook, review safety manual, 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[®] Pro 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 three months' financial statements of Your business operations to Your accountant, help prepare for Continuing Education (CE) course, review the Sales Handbook, role-play sales presentation with You, help complete financial analysis statement of trends and industry standards, review Balance Sheet and complete ratio comparison Worksheet (manually), review complaint resolution and QAP process, confirm You received first quarter profit and loss statement and balance sheet sent to accountant for review, review two Sub-contract Service invoices, 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 two organizations is recommended during Your first year).

We are not required to provide any other service or assistance to You for the continuing operation of Your Franchise.

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 or are affiliated with. We, and any of Our affiliates, reserve the right to: (i) use other channels of distribution, such as the Internet, retail, catalog sales, telemarketing, or other direct marketing sales, to make sales within the Franchisee's territory using the Our principal trademarks; and (ii) make sales within the Franchisee's territory of products or services under trademarks different from the ones the Franchisee will use under the franchise agreement, 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 Territory is determined by using census tracts information from the Census Bureau and Nielsen projections. See Items 5 and 7 for further information. You do not receive options, rights of first refusal or similar rights to acquire additional franchises within or near any particular area.

We publish a Territorial Policy, which is attached to this Disclosure Document as Exhibit ~~FE~~. Our Territorial Policy 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 prefixes and exchanges, which are within and service a substantial portion of Your Operating Territory. All telephone numbers remain Our property. ~~You must sign a Power of Attorney for all telephone numbers used for the Franchise, Exhibit B.~~ 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. 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. You must abide by Our Territorial Policy. Franchise License Agreement, Section 2.4. See Items 11 and 16 for further information.

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 and impartial 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 the acquisition of 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.

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).” (Franchise License Agreement, Section 2.2.) 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.

Servpro Intellectual Property, Inc. owns the following registered Marks on the Principal Register of the United States Patent and Trademark Office (“USPTO”) and licenses them to Us. 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	12/31/2011
SERVPRO and Design	1,726,156	10/20/1992	12/31/2011
SERVPRO and Design	1,804,022	11/16/1993	1/22/2013
SERVPRO	1,845,906	7/19/1994	9/26/2013
House Design	1,875,570	1/24/1995	2/4/2014
ServproNET	2,175,467	7/21/1998	10/11/2007
ManagER (stylized)	2,871,004	8/10/2004	9/24/2013
LIKE IT NEVER EVEN HAPPENED	2,920,460	1/25/2005	2/15/2014
SERVPRO	3,361,893	1/1/2008	1/25/2013
SERVPRO and Design	3,368,163	1/15/2008	2/4/2013
COMO SI NUNCA HUBIERA PASADO	3,417,981	4/29/2008	6/11/2013
Miscellaneous Design (color green)	3,847,298	9/14/2010	Not yet due
SERVPRO (and design with orange)	3,872,314	11/9/2010	Not yet due
READY FOR WHATEVER HAPPENS	3,881,639	11/23/2010	Not yet due
READY FOR WHATEVER HAPPENS	3,909,279	1/18/2011	Not yet due
REAL GREEN (standard characters)	4,488,936	2/25/2014	Not yet due
REAL GREEN (standard characters)	4,495,270	3/11/2014	Not yet due

HERE TO HELP	4,515,449	4/15/2014	Not yet due
Description	Registration Number	Registration Date	Renewal Filed
HERE TO HELP	4,515,470	4/15/2014	Not yet due
HEROREADY	4,548,321	6/10/2014	Not yet due

Servpro Intellectual Property, Inc. owns the following registered Marks on the Supplemental Register of the United States Patent and Trademark Office and licenses them to Us:

Description	Registration Number	Registration Date	Renewal Filed
DISASTER RECOVERY TEAM	3,862,268	10/12/2010	Not yet due
DISASTER RECOVERY TEAM	3,866,131	10/19/2010	Not yet due
RESOURCE CENTER	3,884,551	11/30/2010	Not yet due
EMERGENCY READY PROFILE (standard characters)	4,211,823	9/18/2012	Not yet due
EMERGENCY READY PROFILE (and design)	4,253,004	12/4/2012	Not yet due

~~Servpro Intellectual Property, Inc. has applied for registration of the following Marks on the Principal Register of the United States Patent and Trademark Office:~~

Description	Application Number	Application Date
HEROREADY	85/708,677	8/21/2012

There are currently no material effective determinations of the United States Patent and Trademark Office, 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 agreements limit 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 will take the action We deem appropriate, in Our sole discretion. We are not required to defend or indemnify You against any claims of infringement or unfair competition from Your use of the Marks. (Franchise License Agreement, Section 6.4.) 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 We designate from time to time in Our sole discretion when You use the Marks. You must only use the Marks and Your authorized trade name for operation of 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. (Franchise License Agreement, Section 6.3.)

You must modify or discontinue Your use of any of the Marks if We modify or discontinue the Mark. (Franchise License Agreement, Section 6.2.)

You must execute any documents We 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. (Franchise License Agreement, Section 6.1.)

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or registered copyright, but 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 We treat and consider the information in the Manuals and software as confidential and proprietary. Item 11 describes limitations on the use of the Manuals by You and Your employees. You must treat the Manuals and the information as confidential and proprietary. (Franchise License Agreement, Section 8.1.) On August 12, 2014, We filed a utility patent application for a system and method for synchronizing incident response profiles across distinct computing platforms, which We call Our Emergency Ready Profile. This patent application will take years; however, You will have access to and will use this marketing tool while the patent is pending.

“Confidential Information” is all materials, information, knowledge, know-how and techniques received from or communicated by Us designated or treated as confidential; 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 Distributors, affiliates or other franchisees. You agree not to disclose, divulge or use these materials for any purpose other than in performance 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, will agree not to 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 as 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. (Franchise License Agreement, Section 6.5.)

All information, data, including, without limitation, 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. (Franchise License Agreement, Section 7.10.)

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. (Franchise License Agreement, Sections 2.5 and 6.5 and Items 15 and 17.) Our computer programs are confidential and provided to You under a revocable license. Any of Your employees who have 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, ~~and 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. (Franchise License Agreement, Section 7.11.)

~~All majority~~ Owners of the Franchise must personally complete ~~all 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 (3 times per year or once per trimester), 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 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. (Franchise License Agreement, Section 7.11.)

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 Our training program. (Franchise License Agreement, Section 7.11.)

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, record keeping, transfer, confidential information and competition. In addition, spouses of Owners must sign an agreement to be bound by the terms and conditions of the Franchise License Agreement. (Franchise License Agreement, Section 2.5, List of Partners, Members or Shareholders and Guaranty Agreement.)

While You operate a Franchise under Our Franchise License Agreement, You cannot have an interest or business relationship with any of Our competitors. (Franchise License Agreement, Section 6.6(b) and Confidentiality Agreement.)

You may not share office space or employees with another franchisee. (Territorial Policy, Section 3.13.)

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 We designate as required for all franchisees. You must maintain in Your inventory a minimum amount of professional cleaning products and equipment as designated by Us from time to time. 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 laws and regulations, including federal 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 as We may otherwise state in writing. You must not deviate from Our standards and specifications or industry guidelines without Our prior written consent.

You have the sole discretion as to the prices to be charged to Your customers although We will offer You guidelines and advice. 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 Accounts and Commercial Accounts 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 ~~FE~~ 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 or the System are subject to Royalty, Fixed Fee and Advertising Fee payments as set forth herein 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. If You have any question regarding whether or not particular services or businesses are subject to Royalty or Fixed Fee or Advertising Fee payments, You must obtain prior written authorization from Our President in advance of operating such businesses or performing such services in order for them to be excluded from Royalty or other fee payments. (Franchise License Agreement, Section 3.2.) 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. (Franchise License Agreement, Section 4.1.)

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE LICENSE AGREEMENT AND RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

THE FRANCHISE RELATIONSHIP

PROVISION	SECTION IN FRANCHISE LICENSE AGREEMENT	SUMMARY
a. Length of the franchise term	1.1	Initial term is 5 years.*
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 five (5) years if You give Us thirty (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; You fully complied with all terms and conditions of such agreements during the terms thereof; You obtain such vehicles, equipment, supplies, cleaning products, uniforms, computer hardware and software, hire employees as We may require; You attend and successfully complete any required training programs; execute Our then-current standard form of Franchise License Agreement and associated documents, which may contain materially different terms; You execute a general release; provide proof of required insurance; vehicles are properly painted and decaled and employees are properly uniformed; submit to 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; submit Your federal income tax returns and individual tax returns for any Owner and their spouses or domestic partners and tax returns for any business for which You or any Owners and/or their spouses or domestic partners have an ownership interest; pay Us the sum of ~~\$500~~ <u>\$1,000</u> as a renewal fee and an additional \$500 to extend this Agreement to add an additional thirty (30) days, where necessary.
*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 franchises from an existing franchisee.		

PROVISION	SECTION IN FRANCHISE LICENSE AGREEMENT	SUMMARY
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 - defaults which can be cured	10.5	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; a transfer made 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 pursuant to Section 8.3 of the Agreement.
h. "Cause" defined – non-curable defaults	10.3 and 10.4	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; You attempt to sell or transfer without Our prior consent.
i. Your obligations on termination or non-renewal	11.1	Your obligations include complete de-identification of Servpro from Your Franchise, honor Your non-competition obligations, repaint any vehicles, return Our Manuals and computer programs, transfer phone numbers, cooperate in an audit and pay any amounts due to Us (also see r below), terminate or assign XactNet address; deliver customer and contract contact data.
j. Our Assignment of franchise agreement	5.6	There are no restrictions on Our right to assign Your Agreement.
k. "Transfer" by You – definition	5.1	Includes transfer of any interest in Your Agreement or any ownership change.

PROVISION	SECTION IN FRANCHISE LICENSE AGREEMENT	SUMMARY
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 Your 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, You sign a general release (also see r below). We reserve the right to require that You purchase insurance tail coverage for up to two 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~~	~~11.3~~	~~We may purchase Your Franchise upon termination, expiration, or non-renewal.~~
~~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.~~
qq. Non-competition covenants during the term of the franchise agreement	6.6(b)(1)	You cannot be involved in any competing business.
rq. Non-competition covenants after the franchise agreement is terminated, expires or is transferred	6.6(b)(2)	You cannot be involved in any competing business within 25 miles of the exterior boundaries of the former Operating Territory for 2 years.
sr. Modification of the franchise agreement	13.1	No modification except by written agreement of both parties.
ts. 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.
ut. <u>Dispute resolution by mediation, litigation or arbitration</u>	<u>12, 13 and 14</u>	<u>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.</u>

PROVISION	SECTION IN FRANCHISE LICENSE AGREEMENT	SUMMARY
~~wu.~~ 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. <u>Arbitration 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.</u>
~~wv.~~ Choice of law	13.10 and 14	Tennessee law applies unless local state law supersedes this provision. <u>Matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.)</u>
~~xw.~~ Cross Default	13.19	A default by You of any agreement with Us is a default under all other agreements between Us.
~~yx.~~ Force Majeure	13.20	Events beyond Our control can excuse Our performance.

These states have statutes which may supersede the Franchise License Agreement in Your relationship with Us including the areas of termination and renewal of Your franchise, venue for disputes and governing law:

ARKANSAS (Stat. § 4-72-201), CALIFORNIA (Bus. & Prof. Code §20000 to 20043), CONNECTICUT (Gen. Stat. § 42-133e et seq.), DELAWARE (Code, Tit. 6, Ch. 25, Sections §2251et seq.), HAWAII (Rev. Stat. § 482E-6), ILLINOIS (815 ILCS 705/1-44), INDIANA (Stat. §23-2-2.7), IOWA (Code § 523H.1-523H.17), KANSAS (Stat. §16-121), MICHIGAN (Stat. § 19.854(27)), MINNESOTA (Stat. § 80C.14), MISSISSIPPI (Code § 75-24-51), MISSOURI (Rev. Stat. § 407.400), NEBRASKA (Rev. Stat. § 87-401), NEW JERSEY (Stat. § 56:10-1), SOUTH DAKOTA (Codified Laws § 37-5B-51), VIRGINIA (Code 13.1-557 to 574-13.1-564), WASHINGTON (Code § 19.100.180) and WISCONSIN (Stat. § 135.03). These and other states may have court decisions which may affect Your rights the Franchise License Agreement.

The provision of the Franchise License Agreement that provides for termination upon Your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

See the state addenda and supplemental state information to the Franchise License Agreement and disclosure document for special state disclosures.

Item 18

PUBLIC FIGURES

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

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet You are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about 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 or the seller 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 Our President, Randall A. Isaacson, c/o Servpro Industries, Inc., 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

Table No. 1
Systemwide Outlet Summary
For Years ~~2012~~2013 to ~~2014~~2015

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	~~2013~~ <u>2012</u>	1,555 <u>546</u>	1,568 <u>569</u>	~~13~~ <u>23</u> +
	~~2014~~ <u>2013</u>	1,568 <u>569</u>	1,586 <u>605</u>	~~18~~ <u>36</u> +
	~~2014~~ <u>2015</u>	1,586 <u>605</u>	1,624 <u>630</u>	~~38~~ <u>25</u> +
Company Owned	2012	0	0	
	2013	0	0	
	2014	0	0	
Total Outlets	~~2012~~ <u>2013</u>	1,555 <u>546</u>	1,568 <u>569</u>	~~13~~ <u>23</u> +
	~~2014~~ <u>2013</u>	1,568 <u>569</u>	1,586 <u>605</u>	~~18~~ <u>36</u> +
	~~2014~~ <u>2015</u>	1,586 <u>605</u>	1,624 <u>630</u>	~~38~~ <u>25</u> +

Note: Distributorship outlets are disclosed through a separate Franchise Disclosure Document, as required by the North American Securities Administrators Association, Inc. Prior to 2015, We offered franchises and Distributorships through a single unified Franchise Disclosure Document where the tables in this Item 20 showed combined outlets prior to 2015.

Table No. 2
Transfers of Outlets From Franchisees to New Owners (other than Franchisor)
For Years ~~2012~~2013 to 20142015

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
<u>Alabama</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>1</u>
<u>Alaska</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Arizona</u>	<u>2013</u>	<u>1</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>1</u>
<u>Arkansas</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>1</u> ¹
	<u>2015</u>	<u>0</u>
<u>California</u>	<u>2013</u>	<u>4</u>
	<u>2014</u>	<u>10</u> ²
	<u>2015</u>	<u>8</u>
<u>Colorado</u>	<u>2013</u>	<u>3</u>
	<u>2014</u>	<u>2</u>
	<u>2015</u>	<u>0</u>
<u>Connecticut</u>	<u>2013</u>	<u>4</u>
	<u>2014</u>	<u>5</u>
	<u>2015</u>	<u>0</u>
<u>Delaware</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Florida</u>	<u>2013</u>	<u>3</u>
	<u>2014</u>	<u>1</u>
	<u>2015</u>	<u>8</u>
<u>Georgia</u>	<u>2013</u>	<u>2</u>
	<u>2014</u>	<u>1</u>
	<u>2015</u>	<u>2</u>

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
<u>Alabama</u>	<u>2012</u>	<u>7</u>
	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>

Alaska	2012	0
	2013	0
	2014	0
Arizona	2012	0
	2013	1
	2014	0
Arkansas	2012	0
	2013	0
	2014	1 ¹
California	2012	3 ²
	2013	4
	2014	10 ³
Colorado	2012	1
	2013	3
	2014	2
Connecticut	2012	0
	2013	4
	2014	5
Delaware	2012	0
	2013	0
	2014	0
Florida	2012	6 ⁴
	2013	3
	2014	1
Georgia	2012	5 ⁵
	2013	2
	2014	1

Table No. 2
Transfers of Outlets From Franchisees to New Owners (other than Franchisor)
For Years ~~2012~~2013 to 2014~~2015~~

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
<u>Hawaii</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>

<u>Idaho</u>	<u>2013</u>	<u>2</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Illinois</u>	<u>2013</u>	<u>2</u>
	<u>2014</u>	<u>2</u>
	<u>2015</u>	<u>2</u>
<u>Indiana</u>	<u>2013</u>	<u>1</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Iowa</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>2³</u>
	<u>2015</u>	<u>0</u>
<u>Kansas</u>	<u>2013</u>	<u>2</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Kentucky</u>	<u>2013</u>	<u>4</u>
	<u>2014</u>	<u>1</u>
	<u>2015</u>	<u>0</u>
<u>Louisiana</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Maine</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Maryland</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>6</u>
	<u>2015</u>	<u>1</u>
<u>Massachusetts</u>	<u>2013</u>	<u>3</u>
	<u>2014</u>	<u>1</u>
	<u>2015</u>	<u>2</u>

State	Year	Number of Transfers
Hawaii	2012	0
	2013	0
	2014	0
Idaho	2012	0
	2013	2
	2014	0
Illinois	2012	4
	2013	2

	2014	2
Indiana	2012	2
	2013	1
	2014	0
Iowa	2012	-2 ⁶
	2013	0
	2014	-2 ⁷
Kansas	2012	1
	2013	2
	2014	0
Kentucky	2012	1
	2013	4
	2014	1
Louisiana	2012	1
	2013	0
	2014	0
Maine	2012	0
	2013	0
	2014	0
Maryland	2012	3
	2013	0
	2014	6
Massachusetts	2012	0
	2013	3
	2014	1

Table No. 2
Transfers of Outlets From Franchisees to New Owners (other than Franchisor)
For Years 2012 to 2014

State	Year	Number of Transfers
Michigan	2012	1
	2013	-4 ⁸
	2014	2
Minnesota	2012	0
	2013	0
	2014	3
Mississippi	2012	2
	2013	0

	2014	0
Missouri	2012	1
	2013	0
	2014	1
Montana	2012	0
	2013	0
	2014	0
Nebraska	2012	0
	2013	0
	2014	0
Nevada	2012	0
	2013	0
	2014	1
New Hampshire	2012	0
	2013	0
	2014	0
New Jersey	2012	1
	2013	0
	2014	1
New Mexico	2012	0
	2013	0
	2014	0
New York	2012	1
	2013	3
	2014	1

Table No. 2
Transfers of Outlets From Franchisees to New Owners (other than Franchisor)
For Years ~~2012~~2013 to 2014~~2015~~

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
<u>Michigan</u>	<u>2013</u>	<u>4⁴</u>
	<u>2014</u>	<u>2</u>
	<u>2015</u>	<u>6</u>
<u>Minnesota</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>3</u>
	<u>2015</u>	<u>2</u>
<u>Mississippi</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>

	<u>2015</u>	<u>5</u>
<u>Missouri</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>1</u>
	<u>2015</u>	<u>3</u>
<u>Montana</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Nebraska</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Nevada</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>1</u>
	<u>2015</u>	<u>1</u>
<u>New Hampshire</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>New Jersey</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>1</u>
	<u>2015</u>	<u>2⁵</u>
<u>New Mexico</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>New York</u>	<u>2013</u>	<u>3</u>
	<u>2014</u>	<u>1</u>
	<u>2015</u>	<u>0</u>

Table No. 2
Transfers of Outlets From Franchisees to New Owners (other than Franchisor)
For Years 2013 to 2015

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
<u>North Carolina</u>	<u>2013</u>	<u>2</u>
	<u>2014</u>	<u>2</u>
	<u>2015</u>	<u>2</u>
<u>North Dakota</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Ohio</u>	<u>2013</u>	<u>3</u>
	<u>2014</u>	<u>8</u>
	<u>2015</u>	<u>3</u>

<u>Oklahoma</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>1</u>
	<u>2015</u>	<u>0</u>
<u>Oregon</u>	<u>2013</u>	<u>2</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>2</u>
<u>Pennsylvania</u>	<u>2013</u>	<u>3</u>
	<u>2014</u>	<u>4</u>
	<u>2015</u>	<u>6</u>
<u>Rhode Island</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>South Carolina</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>4</u>
	<u>2015</u>	<u>0</u>
<u>South Dakota</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Tennessee</u>	<u>2013</u>	<u>2</u>
	<u>2014</u>	<u>2</u> ⁶
	<u>2015</u>	<u>3</u>

State	Year	Number of Transfers
North Carolina	2012	2
	2013	2
	2014	2
North Dakota	2012	0
	2013	0
	2014	0
Ohio	2012	0
	2013	3
	2014	8
Oklahoma	2012	0
	2013	0
	2014	1
Oregon	2012	0
	2013	2
	2014	0
Pennsylvania	2012	6
	2013	3

	2014	4
Rhode Island	2012	0
	2013	0
	2014	0
South Carolina	2012	2
	2013	0
	2014	4
South Dakota	2012	0
	2013	0
	2014	0
Tennessee	2012	2
	2013	2
	2014	2 ⁹

Table No. 2
Transfers of Outlets From Franchisees to New Owners (other than Franchisor)
For Years ~~2012~~2013 to ~~2015~~2014

State	Year	Number of Transfers
Texas	2012	1
	2013	3
	2014	0
Utah	2012	0
	2013	1
	2014	1
Vermont	2012	0
	2013	0
	2014	0
Virginia	2012	4
	2013	1
	2014	3
Washington	2012	0
	2013	5
	2014	3
West Virginia	2012	0
	2013	0

	2014	0
Wisconsin	2012	0
	2013	2
	2014	4
Wyoming	2012	0
	2013	0
	2014	0
District of Columbia	2012	0
	2013	0
	2014	0
Total	2012	59
	2013	62
	2014	73

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
<u>Texas</u>	<u>2013</u>	<u>3</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>4</u>
<u>Utah</u>	<u>2013</u>	<u>1</u>
	<u>2014</u>	<u>1</u>
	<u>2015</u>	<u>0</u>
<u>Vermont</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Virginia</u>	<u>2013</u>	<u>1</u>
	<u>2014</u>	<u>3</u>
	<u>2015</u>	<u>6</u>
<u>Washington</u>	<u>2013</u>	<u>5</u>
	<u>2014</u>	<u>3</u>
	<u>2015</u>	<u>0</u>
<u>West Virginia</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>Wisconsin</u>	<u>2013</u>	<u>2</u>
	<u>2014</u>	<u>4</u>
	<u>2015</u>	<u>0</u>
<u>Wyoming</u>	<u>2013</u>	<u>0</u>
	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
<u>District of Columbia</u>	<u>2013</u>	<u>0</u>

	<u>2014</u>	<u>0</u>
	<u>2015</u>	<u>0</u>
	<u>2013</u>	<u>62</u>
<u>Total</u>	<u>2014</u>	<u>73</u>
	<u>2015</u>	<u>70</u>

Table No. 3
Status of Franchised Outlets
For Years ~~2012~~2013 to ~~2015~~2014

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations — Other Reasons	Outlets at End of Year
Alabama	2012	36	0	0	0	0	0	36
	2013	36	0	0	0	0	0	36
	2014	36	0	0	0	0	0	36
Alaska	2012	0	1	0	0	0	0	1
	2013	1	0	0	0	0	0	1
	2014	1	0	0	0	0	0	1
Arizona	2012	28	0	0	0	0	0	28
	2013	28	1	2	1	0	0	26
	2014	26	2	0	0	0	0	28
Arkansas	2012	8	0	0	0	0	0	8
	2013	8	0	0	0	0	0	8
	2014	8	~~1~~ ¹	~~1~~ ¹	0	0	0	8
California	2012	175	11 ²	~~2~~ ²	0	0	0	184
	2013	184	4	2	0	0	0	186
	2014	186	~~15~~ ^{3,10}	~~4~~ ^{3,10}	1	0	0	196
Colorado	2012	19	0	0	0	0	0	19
	2013	19	2	0	0	0	0	21
	2014	21	1	0	0	0	0	22
Connecticut	2012	29	1	0	0	0	0	30
	2013	30	1	0	0	0	0	31
	2014	31	0	0	0	0	0	31
Delaware	2012	6	0	0	0	0	0	6
	2013	6	0	0	0	0	0	6
	2014	6	0	0	0	0	0	6

Florida	2012	97	-3 ⁴	6	1	0	1	92
	2013	92	2	0	-1 ¹¹	0	0	93
	2014	93	-4 ¹¹	4	5	0	0	88
Georgia	2012	59	0	0	0	0	0	59
	2013	59	0	-1 ¹²	0	0	0	58
	2014	58	-4 ¹²	0	0	0	0	62

Table No. 3
Status of Franchised Outlets
For Years 2012 to 2014

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations --- Other Reasons	Outlets at End of Year
~~Alabama~~ ~~Hawaii~~	~~2012~~	~~339~~	0	0	0	0	0	~~339~~
	~~2013~~	~~339~~	0	0	0	0	0	~~339~~
	~~2014~~	~~339~~	10	0	0	0	0	~~439~~
	~~2015~~	~~339~~	10	0	0	0	0	~~439~~
~~Alaska~~ ~~Delaware~~	~~2012~~	~~61~~	0	0	0	0	0	~~61~~
	~~2013~~	~~61~~	0	0	0	0	0	~~61~~
	~~2014~~	~~61~~	0	0	0	0	0	~~61~~
	~~2015~~	~~61~~	0	0	0	0	0	~~61~~
~~Illinois~~ ~~Arizona~~	~~2012~~	~~7125~~	31	02	01	0	20	~~7223~~
	~~2013~~	~~7223~~	12	0	0	0	0	~~7325~~
	~~2014~~	~~7325~~	50	01	01	0	0	~~7823~~
	~~2015~~	~~7325~~	50	01	01	0	0	~~7823~~
~~Arkansas~~ ~~Indiana~~	~~2013~~	~~418~~	10	0	0	0	0	~~428~~
	~~2012~~	~~428~~	0 1 ¹	2 1 ¹	10	0	0	~~398~~
	~~2014~~	~~398~~	10	10	0	0	0	~~398~~
	~~2015~~	~~398~~	10	10	0	0	0	~~398~~
~~California~~ ~~Idaho~~	~~2013~~	~~17181~~	04	02	0	0	10	~~16183~~
	~~2012~~	~~16183~~	0	2 ⁷	01	0	0	~~14193~~
	~~2013~~	~~14193~~	15 ^{2&7}	4 ^{2&7}	0	0	0	~~16205~~
	~~2014~~	~~14193~~	-2 ⁷ 15	03	0	0	0	~~16205~~

ColoradoKansas	2013	819	02	0	0	0	0	821
	2012							
	2014	821	01	0	0	0	0	822
ConnecticutKentucky	2013	2728	01	0	0	0	0	2729
	2012							
	2014	2729	20	0	0	0	0	29
DelawareLouisiana	2013	136	0	0	0	0	0	136
	2012							
	2014	136	20	0	0	0	0	156
FloridaMaine	2013	992	02	0	01 ⁸	0	0	993
	2012							
	2014	993	14 ⁸	04	05	0	0	1088
GeorgiaMaryland	2013	3959	10	01 ⁹	0	0	0	4058
	2012							
	2014	4058	04 ⁹	0	0	0	0	4062
	2013	4062	0	0	0	0	0	4062
	2012							
	2014	4062	0	0	0	0	0	4062

Table No. 3
Status of Franchised Outlets
For Years 20122013 to 20152014

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations --- Other Reasons	Outlets at End of Year
HawaiiMassachusetts	2013	473	10	10	0	0	10	463
	2012							
	2014	463	0	0	0	0	0	463
IdahoMichigan	2013	676	20	10	0	0	0	686
	2012							
	2014	686	21	0	0	0	0	484

	~~2014~~ ~~2013~~	~~686~~	~~-1¹³~~ ~~0~~	~~-1¹³~~ ~~0~~	~~10~~	0	0	~~676~~
	~~2014~~ ~~2015~~	~~676~~	~~10~~	0	0	0	0	~~686~~
IllinoisMinnesota	~~2013~~ ~~2012~~	~~2168~~	~~02~~	0	0	0	0	~~2170~~
	~~2014~~ ~~2013~~	~~2170~~	~~04~~	0	0	0	0	~~2174~~
	~~2014~~ ~~2015~~	~~2174~~	~~03~~	0	0	0	0	~~2177~~
IndianaMississippi	~~2013~~ ~~2012~~	~~2141~~	0	~~02~~	~~01~~	0	0	~~2138~~
	~~2014~~ ~~2013~~	~~2138~~	~~01~~	~~01~~	0	0	0	~~2138~~
	~~2014~~ ~~2015~~	~~2138~~	0	0	0	0	0	~~2138~~
IowaMissouri	~~2013~~ ~~2012~~	~~3317~~	~~10~~	~~02³~~	0	0	~~10~~	~~3215~~
	~~2014~~ ~~2013~~	~~3215~~	~~22³~~	0	0	0	0	~~3417~~
	~~2014~~ ~~2015~~	~~3417~~	0	0	0	0	0	~~3417~~
KansasMontana	~~2013~~ ~~2012~~	~~39~~	0	0	0	0	0	~~39~~
	~~2014~~ ~~2013~~	~~39~~	~~10~~	0	0	0	0	~~49~~
	~~2014~~ ~~2015~~	~~49~~	0	0	0	0	0	~~49~~
KentuckyNebraska	~~2013~~ ~~2012~~	~~525~~	~~02~~	0	0	0	0	~~527~~
	~~2014~~ ~~2013~~	~~527~~	0	0	0	0	0	~~527~~
	~~2014~~ ~~2015~~	~~527~~	0	0	0	0	0	~~527~~
LouisianaNevada	~~2013~~ ~~2012~~	~~1213~~	~~02~~	0	0	0	0	~~1215~~
	~~2014~~ ~~2013~~	~~1215~~	1	0	0	0	0	~~1316~~
	~~2014~~ ~~2015~~	~~1316~~	~~10~~	0	0	0	0	~~1416~~
MaineNew Hampshire	~~2013~~ ~~2012~~	~~139~~	~~01~~	~~01~~	0	0	0	~~139~~
	~~2013~~ ~~2014~~	~~139~~	0	0	0	0	0	~~139~~
	~~2014~~ ~~2015~~	~~139~~	0	0	0	0	0	~~139~~
MarylandNew Jersey	~~2013~~ ~~2012~~	~~5238~~	1	~~10~~	0	0	~~10~~	~~5139~~
	~~2014~~ ~~2013~~	~~5139~~	~~10~~	0	0	0	0	~~5239~~
	~~2014~~ ~~2015~~	~~5239~~	~~10~~	0	0	0	0	~~5339~~

Table No. 3
Status of Franchised Outlets

Table No. 3
Status of Franchised Outlets
For Years 2012 to 2015

State	Year	Outlets at Start of Year	Outlets Opened	Termina- tions	Non- Renewals	Reacquired by Franchisor	Ceased Operations --- Other Reasons	Outlets at End of Year
~~Massa- chusetts~~ ~~New Mexico~~	~~2013~~ 2012	~~242~~	0	0	0	0	0	~~442~~
	~~2014~~ 2013	~~442~~	2	0	0	0	0	~~644~~
	~~2014~~ 2015	~~644~~	0	~~10~~	0	0	0	~~544~~
~~Michigan~~ ~~New York~~	~~2013~~ 2012	~~6266~~	~~4~~ ~~2~~ ^{4&10}	~~1~~ ~~2~~ ^{4&10}	~~0~~ ~~1~~	0	0	65
	~~2014~~ 2013	65	~~31~~	0	~~10~~	0	0	~~6766~~
	~~2014~~ 2015	~~6766~~	~~41~~	~~10~~	0	0	0	~~7067~~
~~Minnesota~~ ~~North Carolina~~	~~2013~~ 2012	~~5519~~	0	0	0	0	0	~~5519~~
	~~2014~~ 2013	~~5519~~	0	0	0	0	0	~~5519~~
	~~2014~~ 2015	~~5519~~	~~03~~	0	~~10~~	0	0	~~5422~~
~~Mississippi~~ ~~North Dakota~~	~~2013~~ 2012	~~321~~	0	0	0	0	0	~~321~~
	~~2014~~ 2013	~~321~~	0	~~10~~	0	0	0	~~221~~
	~~2014~~ 2015	~~221~~	0	0	0	0	0	~~221~~
~~Missouri~~ ~~Ohio~~	~~2013~~ 2012	~~6634~~	~~02~~	~~20~~	0	0	0	~~6436~~
	~~2014~~ 2013	~~6436~~	~~10~~	~~10~~	0	0	0	~~6436~~
	~~2014~~ 2015	~~6436~~	~~20~~	~~10~~	0	0	0	~~6536~~
~~Montana~~	~~2013~~	~~72~~	~~01~~	0	0	0	0	~~73~~

Oklahoma	2012							
	2014	73	10	0	0	0	0	83
	2013							
Nebraska	2014	83	0	0	0	0	0	83
	2015							
	2013							
Oregon	2013	215	0	10	0	0	0	205
	2012							
	2014	205	10	0	0	0	0	215
Nevada	2014	215	10	0	0	0	0	225
	2015							
	2013							
Pennsylvania	2013	7712	51	0	0	0	10	8113
	2012							
	2014	8113	1	20	0	0	0	8014
New Hampshire	2014	8014	10	0	0	0	0	8114
	2015							
	2013							
Rhode Island	2013	813	0	0	0	0	0	813
	2012							
	2014	813	0	0	0	0	0	813
New Jersey	2014	813	0	0	21	0	0	612
	2015							
	2013							
South Carolina	2013	2952	1	10	0	0	0	2953
	2012							
	2013	2953	01	0	0	0	0	2954
New York	2014	2954	0	0	01	0	0	2955
	2015							
	2013							

Table No. 3
Status of Franchised Outlets

Table No. 3
Status of Franchised Outlets
For Years 20122013 to 20142015

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations --- Other Reasons	Outlets at End of Year
New	2013	04	02	0	0	0	0	06

MexicoSouth Dakota	2012							
	2014	06	0	01	0	0	0	05
	2013							
New YorkTennessee	2014	05	10	0	0	0	0	15
	2015							
	2013	4261	14	0	01	0	0	4364
North CarolinaTexas	2014	4364	14	1	0	0	0	4367
	2013							
	2014	4367	-1 ⁹ 2	-1 ⁹ 1	0	0	0	4368
North DakotaUtah	2015							
	2013	9456	20	0	0	0	0	9656
	2012							
OhioVermont	2014	9656	10	10	01	0	0	9655
	2013							
	2014	9655	52	0	01	0	10	10056
OklahomaVirginia	2015							
	2013	133	0	01	-1 ¹⁴ 0	0	0	122
	2012							
OregonWashington	2014	122	-1 ¹⁴ 0	0	0	0	0	132
	2013							
	2014	132	10	0	0	0	0	142
PennsylvaniaWest Virginia	2015							
	2013	265	01	01	0	0	0	265
	2012							
Rhode IslandWisconsin	2014	265	12	01	10	0	0	266
	2013							
	2014	266	0	0	0	0	0	266
South Carolina	2015							
	2013	447	01	0	0	0	0	448
	2012							
Tennessee	2014	448	0	0	0	0	0	448
	2013							
	2014	448	0	0	0	0	0	448
Texas	2015							
	2013	3720	21	30	0	0	0	3621
	2012							
Utah	2014	3621	31	0	0	0	0	3922
	2013							
	2014	3922	2	0	0	0	0	4124
Vermont	2015							
	2013	579	02	02	0	0	0	579
	2012							
Washington	2014	579	01	0	0	0	0	580
	2013							
	2014	580	01	01	0	0	0	580
West Virginia	2015							
	2013	218	10	0	0	0	0	228
	2012							
Wisconsin	2014	228	10	0	02	0	0	236
	2013							
	2014	236	20	0	0	0	0	256
Wyoming	2015							
	2013							
	2014							

<u>South Carolina</u> <u>Wyoming</u>	<u>2013</u> <u>2012</u>	<u>229</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>229</u>
	<u>2014</u> <u>2013</u>	<u>229</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>229</u>
	<u>2014</u> <u>2015</u>	<u>229</u>	<u>0</u>	<u>0</u>	<u>01</u>	<u>0</u>	<u>0</u>	<u>228</u>

Table No. 3
Status of Franchised Outlets
For Years 2013 to 2015

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by Franchisor</u>	<u>Ceased Operations --- Other Reasons</u>	<u>Outlets at End of Year</u>
<u>South Dakota</u>	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2015</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Tennessee</u>	<u>2013</u>	<u>44</u>	<u>1</u>	<u>1⁶</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>44</u>
	<u>2014</u>	<u>44</u>	<u>1⁶</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>44</u>
	<u>2015</u>	<u>44</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>44</u>
<u>Texas</u>	<u>2013</u>	<u>96</u>	<u>3</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>98</u>
	<u>2014</u>	<u>98</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>102</u>
	<u>2015</u>	<u>102</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>101</u>
<u>Utah</u>	<u>2013</u>	<u>11</u>	<u>1¹²</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
	<u>2014</u>	<u>12</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>13</u>
	<u>2015</u>	<u>13</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>13</u>
<u>Vermont</u>	<u>2013</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2014</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2015</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
<u>Virginia</u>	<u>2013</u>	<u>43</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>43</u>
	<u>2014</u>	<u>43</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>43</u>
	<u>2015</u>	<u>43</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>44</u>
<u>Washington</u>	<u>2013</u>	<u>36</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>39</u>
	<u>2014</u>	<u>39</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>41</u>
	<u>2015</u>	<u>41</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>41</u>
<u>West Virginia</u>	<u>2013</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
	<u>2014</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
	<u>2015</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
<u>Wisconsin</u>	<u>2013</u>	<u>20</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>22</u>

	<u>2014</u>	<u>22</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>24</u>
	<u>2015</u>	<u>24</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>24</u>
Wyoming	<u>2013</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2014</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2015</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>

Table No. 3
Status of Franchised Outlets
For Years ~~2012~~2013 to ~~2014~~2015

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations --- Other Reasons	Outlets at End of Year
District of Columbia	~~2013~~ <u>2012</u>	1	0	0	0	0	0	~~1~~ <u>0</u>
	~~2014~~ <u>2013</u>	1	0	0	0	0	0	~~1~~ <u>0</u>
	~~2014~~ <u>2015</u>	1	0	0	0	0	0	~~1~~ <u>0</u>
Total	~~2013~~ <u>2012</u>	~~1555~~ <u>15</u>						~~1568~~ <u>1</u>
		<u>46</u>	<u>4247</u>	<u>1918</u>	<u>26</u>	0	<u>80</u>	<u>569</u>
	~~2013~~ <u>2014</u>	~~1568~~ <u>15</u>						~~1586~~ <u>1</u>
		<u>69</u>	<u>4060</u>	<u>1614</u>	<u>69</u>	<u>01</u>	0	<u>605</u>
	~~2014~~ <u>2015</u>	~~1586~~ <u>16</u>						~~1624~~ <u>1</u>
		<u>05</u>	<u>6241</u>	<u>1410</u>	<u>96</u>	0	<u>10</u>	<u>630</u>

¹ On July 8, 2014, an Arkansas franchise was terminated by Us and reinstated by Us on August 14, 2014 and sold as a resale on August 14, 2014. (see Table No. 2 and Table No. 3)

~~² On October 31, 2012, a California franchise was terminated by Us and reinstated by Us on December 31, 2012 with one of the original owners as the sole proprietor.² (see Table No. 2 and Table No. 3)~~

³ On January 20, 2014, a California franchise was terminated by Us and reinstated by Us on May 1, 2014 and sold as a resale on May 1, 2014. (see Table No. 2 and Table No. 3)

~~⁴ On August 5, 2011, a Florida franchise was terminated and reinstated by Us on February 20, 2012 and sold as a resale on February 20, 2012³. (see Table No. 2 and Table No. 3)~~

~~⁵ On June 26, 2012, a Georgia franchise was repossessed by the seller and sold as a resale on October 4, 2012. (see Table No. 2)~~

⁶ ~~On January 9, 2012, an Iowa franchise terminated and was reinstated by Us on March 30, 2012 and sold as a resale on March 30, 2012. (see Table No. 2)~~

⁷ On May 5, 2013, two Iowa franchises were terminated by Us and repossessed by the seller; then reinstated by Us on August 8, 2014 and sold as a resale on August 8, 2014. (see Table No. 2 and Table No. 3)

⁸⁴ On March 21, 2013, a Michigan franchise was voluntarily terminated and reinstated by Us on August 5, 2013 and sold as a resale on August 5, 2013 (see Table No. 2 and Table No. 32)

⁵ On August 24, 2015, a New Jersey franchise was terminated by Us and reinstated by Us on December 2, 2015, and sold as a resale on October 1, 2014. (see Table No. 2 and Table No. 3)

⁹⁶ On May 14, ~~3013~~2013, a Tennessee franchise was terminated by Us and reinstated by Us on June 3, 2014 and sold as a resale on October 1, 2014. (see Table No. 2 and Table No. 3)

¹⁰⁷ On March 12, 2014, a California franchise was terminated by Us and sold as new by Us on August 15, 2014. (see Table No. 3)

¹¹⁸ On January 31, 2013, a Florida franchise was non-renewed by Us and sold as new by Us on January 10, 2014. (see Table No. 3)

¹²

⁹ On May 14, 2013, a Georgia franchise was terminated by Us and sold as new on June 9, 2014. (see Table No. 3)

¹³¹⁰ On March 21, 2013, a Michigan franchise was involuntarily terminated and sold as new by Us on May 23, 2013. (see Table No. 3)

¹¹ On September 14, 2015, a New Jersey franchise was terminated by Us and reinstated by Us on October 7, 2015. (see Table No. ¹⁴3)

¹² On October 1, 2012, a Utah franchise was non-renewed by Us and sold as new on May 23, 2013. (see Table No. 3)

Table No. 4
Status of Company Owned Outlets
For Years ~~2012~~2013 to 20142015

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold To Franchisee	Outlets at End of Year
Alabama	~~2013~~ 2012	0	0	0	0	0	0
	~~2013~~ ~~2014~~	0	0	0	0	0	0
	~~2014~~ 2015	0	0	0	0	0	0
Alaska	~~2013~~ 2012	0	0	0	0	0	0
	~~2013~~ ~~2014~~	0	0	0	0	0	0
	~~2014~~ 2015	0	0	0	0	0	0
Arizona	~~2013~~ 2012	0	0	0	0	0	0
	~~2013~~ ~~2014~~	0	0	0	0	0	0
	~~2014~~ 2015	0	0	0	0	0	0
Arkansas	~~2013~~ 2012	0	0	0	0	0	0
	~~2013~~ ~~2014~~	0	0	0	0	0	0
	~~2014~~ 2015	0	0	0	0	0	0
California	~~2013~~ 2012	0	0	0	0	0	0
	~~2013~~ ~~2014~~	0	0	0	0	0	0
	~~2014~~ 2015	0	0	0	0	0	0
Colorado	~~2013~~ 2012	0	0	0	0	0	0
	~~2013~~ ~~2014~~	0	0	0	0	0	0
	~~2014~~ 2015	0	0	0	0	0	0
Connecticut	~~2013~~ 2012	0	0	0	0	0	0
	~~2013~~ ~~2014~~	0	0	0	0	0	0
	~~2014~~ 2015	0	0	0	0	0	0
Delaware	~~2013~~ 2012	0	0	0	0	0	0
	~~2013~~ 2014	0	0	0	0	0	0

	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Florida	<u>2013</u> <u>2012</u>	0	0	0	0	0	0
	<u>2013</u> <u>2014</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Georgia	<u>2013</u> <u>2012</u>	0	0	0	0	0	0
	<u>2013</u> <u>2014</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0

Table No. 4
Status of Company Owned Outlets
For Years 20122013 to 20142015

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold To Franchisee	Outlets at End of Year
Hawaii	<u>2013</u> <u>2012</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Idaho	<u>2013</u> <u>2012</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Illinois	<u>2013</u> <u>2012</u>	0	0	0	0	0	0
	<u>2013</u> <u>2014</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Indiana	<u>2013</u> <u>2012</u>	0	0	0	0	0	0
	<u>2013</u> <u>2014</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0

Iowa	<u>2013</u> <u>2012</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Kansas	<u>2013</u> <u>2012</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Kentucky	<u>2013</u> <u>2012</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Louisiana	<u>2013</u> <u>2012</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Maine	<u>2013</u> <u>2012</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Maryland	<u>2013</u> <u>2012</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0

Table No. 4
Status of Company Owned Outlets
For Years 20122013 to 20142015

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold To Franchisee	Outlets at End of Year
Massa- chusetts	<u>2013</u> <u>2012</u>	0	0	0	0	0	0

	<u>2014</u> <u>~~2013~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Michigan	<u>2013</u> <u>~~2012~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>~~2013~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Minnesota	<u>2013</u> <u>~~2012~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>~~2013~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Mississippi	<u>2013</u> <u>~~2012~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>~~2013~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Missouri	<u>2013</u> <u>~~2012~~</u>	0	0	0	0	0	0
	<u>2013</u> <u>2014</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Montana	<u>2013</u> <u>~~2012~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>~~2013~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Nebraska	<u>2013</u> <u>~~2012~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>~~2013~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Nevada	<u>2013</u> <u>~~2012~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>~~2013~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
New Hampshire	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>~~2013~~</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
New Jersey	<u>2012</u>	0	0	0	0	0	0

	<u>2013</u>						
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0

Table No. 4
Status of Company Owned Outlets
For Years 20122013 to 20142015

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold To Franchisee	Outlets at End of Year
New Mexico	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
New York	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
North Carolina	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
North Dakota	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Ohio	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Oklahoma	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2013</u>	0	0	0	0	0	0

	<u>2014</u>						
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Oregon	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Pennsyl- vania	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Rhode Island	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
South Carolina	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0

Table No. 4
Status of Company Owned Outlets
For Years 2012 to 2014

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold To Franchisee	Outlets at End of Year
South Dakota	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Tennessee	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0

	<u>2015</u>						
Texas	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Utah	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2013</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Vermont	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2013</u> <u>2014</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Virginia	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2013</u> <u>2014</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Washington	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2013</u> <u>2014</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
West Virginia	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2013</u> <u>2014</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Wisconsin	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2013</u> <u>2014</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0
Wyoming	<u>2012</u> <u>2013</u>	0	0	0	0	0	0
	<u>2013</u> <u>2014</u>	0	0	0	0	0	0
	<u>2014</u> <u>2015</u>	0	0	0	0	0	0

Table No. 4
Status of Company Owned Outlets
For Years 2012 to 2014

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold To Franchisee	Outlets at End of Year
District of Columbia	<u>2012</u>	0	0	0	0	0	0
	<u>2013</u>	0	0	0	0	0	0
	<u>2014</u>	0	0	0	0	0	0
	<u>2015</u>	0	0	0	0	0	0
Total	<u>2012</u>	0	0	0	0	0	0
	<u>2013</u>	0	0	0	0	0	0
	<u>2014</u>	0	0	0	0	0	0
	<u>2015</u>	0	0	0	0	0	0

Table No. 5

PROJECTED OPENINGS IN NEXT CALENDAR YEAR
as of December 31, ~~2014~~2015

STATE	FRANCHISE AGREEMENT SIGNED BUT FRANCHISE NOT OPEN AS OF 12/31/ ~~14~~ <u>15</u>	PROJECTED FRANCHISES IN THE NEXT CALENDAR YEAR	PROJECTED COMPANY OWNED OPENINGS IN NEXT CALENDAR YEAR
AL		0	
AK		~~10~~	
AZ		1	
AR		1	
CA	~~34~~	~~109~~	
CO		~~12~~	
CT		0	
DE		0	
FL	<u>1</u>	~~32~~	
GA		0	
HI		~~10~~	
ID		~~10~~	
IL		~~31~~	
IN		1	
IA		~~10~~	
KS		1	
KY		0	
LA		1	
ME		0	
MD		~~01~~	
MA	<u>1</u>	1	
MI		0	
MN		~~23~~	
MS		0	
MO		~~12~~	
MT		0	
NE		0	
NV		0	

NH		0	
NJ		1	
NM		0	
NY		~~53~~	
NC		1	
ND		0	
OH	<u>1</u>	1	
OK		1	
OR	<u>2</u>	1	
PA		2	
RI		~~01~~	
SC		~~01~~	
SD		0	
TN		~~10~~	
TX		3	
UT		~~10~~	
VT		1	
VA		1	
WA		~~10~~	
WV		0	
WI		~~21~~	
WY	<u>1</u>	0	
Totals	<u>67</u>	<u>5244</u>	

Exhibit ~~PQ~~ lists the names of all current franchises and the addresses and telephone numbers of their outlets as of March 1, ~~2015~~2016.

Exhibit ~~PQ~~ 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, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during Our most recently completed fiscal year or who has not communicated with Us within 10 weeks of 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.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Servpro Industries, Inc. 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 franchise system being offered which We have created, sponsored or endorsed.

There are no independent franchisee organizations that have asked to be included in this disclosure document.

In June 2015, We announced to the SERVPRO Franchise System that We would be reviving the former Franchise Communications Board, which was created in 1994 and deactivated in 2001 due to a lack of issues being raised by SERVPRO Franchises. The Franchise Communications Board was renamed the SERVPRO Franchise Advisory Board (the "Board"). The Board is a forum to facilitate greater communication, collaboration, and understanding of the issues, concerns, and opportunities present in the SERVPRO Franchise System. The first meeting of the Board was held October 16, 2015, attended by all eight Board members (SERVPRO franchises), Our Executive Management and senior leaders. Directors and General Trainers elect two (2) representatives to the Board. There are six (6) elected Franchise representatives to the Board – one corresponding to each of the SERVPRO National Advertising Advisory Board Regions. Franchise representatives will be elected to staggered terms.

Item 21

FINANCIAL STATEMENTS

Our audited financial statements for: the twelve (12) month calendar years ended December 31, ~~2014~~2015, December 31, ~~2013~~2014 and December 31, ~~2012~~2013, are included in this Disclosure Document as Exhibit ~~M~~L.

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
- D. State Addenda and Supplemental State Information based on Your location: California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Washington and Wisconsin.

~~Exhibit B: Telephone Number and Domain Name Assignment and Power of Attorney~~
ServproNET® Policies and Procedures Agreement

~~Exhibit C: ServproNET® Policies and Procedures Agreement~~

~~Exhibit D: Software Licenses~~

~~Exhibit E~~D: Personal Responsibility Statement

~~Exhibit F~~E: Territorial Policy Acknowledgment and Territorial Policy

~~Exhibit G~~F: Secured Promissory Note and Security Agreement

~~Exhibit H~~G: Deposit to Reserve Territory

~~Exhibit I~~H: List of Partners, Members, or Shareholders

~~Exhibit J~~I: Guaranty Agreement

Exhibit J: Confidentiality Agreement

~~Exhibit K: Confidentiality Agreement~~

~~Exhibit L: Confidentiality and Non-Competition Agreement for Buyer~~

~~Exhibit O~~P: Transfer of Servpro Franchise and General Release

~~Exhibit R~~Q: Select National Accounts Participation Agreement

~~Exhibit S~~R: National Accounts Program Agreement

~~Exhibit T~~S: Commercial Accounts Participation Agreement

~~Exhibit U~~T: ERnet® Service Provider Participation Agreement

Exhibit U: Commercial Accounts Program Agreement

Item 23

RECEIPTS

You will find copies of a detachable receipt in Exhibit V 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
- D. State Addenda and Supplemental State Information based on Your location:
 - 1. California
 - 2. Hawaii
 - 3. Illinois
 - 4. Indiana
 - 5. Maryland
 - 6. Minnesota
 - 7. New York
 - 8. North Dakota
 - 9. Rhode Island
 - 10. South Dakota
 - 11. Washington
 - 12. Wisconsin



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 INDUSTRIES, INC., a Nevada corporation 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 (the “System”) for a business to offer and sell residential and commercial cleaning; fire, smoke, water and other damage cleaning, restoration, ~~and mitigation,~~ repair and reconstruction, and mold remediation services; deodorization, odor removal, and any services or goods related to or connected to the foregoing, including, without limitation: losses from events and disasters, such as fire, flood, earthquake, storm; contents cleaning; duct cleaning; floor, carpet, drapery and upholstery cleaning; dry cleaning; carpet sales and installation; construction ~~and reconstruction~~ services; carpentry; janitorial services; maintenance; and painting services; and sell certain cleaning related products (the “Franchise”); 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, 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, FRANCHISOR has received an exclusive license from its affiliated company (the “Franchisor’s Licensor”) to license the Marks to Servpro franchisees (including OPERATOR) throughout the United States;

WHEREAS, OPERATOR, understanding and acknowledging the necessity of operating in conformity to the System in connection with the 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 Operating Territory 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 in and from the Operating Territory under the terms and conditions hereinafter set forth.

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 is 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. Unless terminated earlier in accordance with the terms set forth herein, 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.

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 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 OPERATOR, or a representative 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 which shall supersede this Agreement in all respects;

(g) execute a general release, in a form satisfactory to FRANCHISOR, of any and all claims against FRANCHISOR, its affiliates and their respective shareholders, officers, directors, agents, employees, successors, assigns and Distributors 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, 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 the sum of ~~\$500~~ 1,000 as a renewal fee upon the date of each subsequent renewal. If OPERATOR does not complete the renewal requirements by the expiration date of this Agreement, OPERATOR shall pay an additional \$500 to extend this Agreement to add an additional thirty (30) days.

1.3 Renewals for Additional Acquisitions after March 31, 2007. When renewing second and subsequent SERVPRO Franchise License Agreements for Additional Acquisitions (as defined in Exhibit B) purchased after March 31, 2007 (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, which is a synopsis of portions of FRANCHISOR’s Qualification Guide to Purchase Additional Franchises, which is available upon request. 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 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 the current 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/or FRANCHISOR’s Licensor and shall remain solely owned by FRANCHISOR and/or FRANCHISOR’s Licensor 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 and/or FRANCHISOR’s Licensor.

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.

2.4 Territorial Policy. OPERATOR is authorized to solicit, advertise, 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 OPERATOR's promotional 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 Territorial Policy, including, without limitation, liquidated damages, disallowance of Convention Allowance, and disallowance of the referral fees and/or other commissions due under 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 and 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 undertaking 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. 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 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. Operating Principal(s) are designated in Exhibit A.

2.6. The System. OPERATOR recognizes the value of FRANCHISOR's knowledge, experience and the importance of following the System. OPERATOR agrees to comply with the standards and procedures associated 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 may be supplemented, improved upon and/or otherwise 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 all 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 developments and modifications, and OPERATOR shall comply with all requests and requirements of FRANCHISOR as a result of such supplements, improvements and/or 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 Distributors; 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, performed, bartered or traded from, through, by or on account of operation of the Franchise or 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 the Franchise, including without limitation referral fees, finder’s fees, products or items rented and products sold, all of which OPERATOR agrees must be identified from month to month by all receipts together with the total of any billing on which a partial payment has been received. All billings, whether collected directly by OPERATOR or collected by another person or entity, shall be included in Gross Volume. Any services or businesses owned in whole or in part by ~~OPERATOR~~, any Owners or by OPERATOR or operated or offered in any manner whatsoever by OPERATOR, any Owner, or any entities controlled by, controlling or under the common control of OPERATOR or owned in whole or in part by OPERATOR or its Owners, that are the same, similar, related to, competitive with the Franchise or the System or are in any manner connected to the fire, smoke, water and other damage cleaning, restoration and mitigation, and mold remediation industries are subject to Royalty, Fixed Fee and Advertising Fee payments as set forth herein. FRANCHISOR will determine, in its sole discretion, whether or not any such services or businesses are within the definition of Gross Volume and/or Franchise and are subject to these payments. If OPERATOR has any question regarding whether or not particular services or businesses are subject to Royalty or the level, Fixed Fee or Advertising Fee payments, OPERATOR must obtain prior written authorization from the President of FRANCHISOR in advance of operating such businesses or performing such services in order for them to be excluded from Royalty 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 and designated by FRANCHISOR as “retail products.”

(b) “Sub-contract Services” ~~means all~~ are services performed by an independent third party retained by OPERATOR, which must be substantiated by a billing from an unrelated source. Services performed by OPERATOR, by any entity owned and/or controlled by OPERATOR or any Owner, in whole or in part, 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 ~~Structural Construction~~ services (as defined below) performed by OPERATOR, or by any entity owned and/or controlled by OPERATOR or any Owner, in whole or in part (“Contractor”) can qualify for Sub-contract Services, under the following conditions:

(1) Contractor must have a valid contractor’s license ~~for Structural Construction~~ and any other ~~required~~ governmental approvals and licenses in good standing as required for each jurisdiction where ~~the such~~ services will be performed, and a copy of that license must be provided to FRANCHISOR within five (5) days of FRANCHISOR’s request, and, upon request, Contractor must also otherwise demonstrate adequate ability in and knowledge of the industry standards relating to these services ~~and construction industry~~.

(2) Services are limited to Reconstruction ~~Structural Construction~~ and to qualify, the services must exceed One Thousand Dollars (\$1,000) on each job.

(3) Contractor must use estimating software approved by FRANCHISOR on each job.

(4) OPERATOR must keep separate, financial and insurance records on the Franchise and the portion of the business ~~operated as a Contractor performing such services~~ or the separate business ~~operated as a Contractor performing such services~~, and OPERATOR must make all of these records of Contractor available to FRANCHISOR for examination, upon request and as required by Section 4.3.

(5) Contractor must adhere to the restrictions on telephone numbers and directory advertising for such services as outlined in Section 7.5 and otherwise comply with the Territorial Policy.

OPERATOR agrees FRANCHISOR has sole discretion to determine whether or not a particular service OPERATOR wishes to offer falls within the definition of Reconstruction ~~Structural Construction~~. Testing, tear out, demolition, removal and disposal ("Demolition") as well as repairs and minor construction services that are incidental to and customarily performed with or after fire, smoke, water, flood and other damage cleaning, restoration and mitigation, and mold remediation ("Repairs") are subject to full Royalties (Section 3.3(a)).

"Reconstruction" means other construction services that are connected with and / or performed with or after fire, smoke, water, flood and other damage cleaning, restoration and mitigation, and mold remediation, including, without limitation, replacing wet sheet rock and ceiling tiles, doors, windows and sub-flooring, wood and tile flooring, insulation, cabinetry, carpentry, countertops, rebuilds and other such services, all of which are subject to full Royalty payments unless they qualify for Sub-contract Services pursuant to Section 3.2(b) and 3.3(b).

~~Structural Construction means any construction, with the exception of minor construction services that are incidental to and customarily performed with, fire, smoke, water, flood and other damage cleaning, restoration and mitigation, and mold remediation. Structural Construction includes, without limitation, structural building components and construction trades such as framing material, drywall, roofing, electrical, HVAC, plumbing, doors and windows and sub flooring. Structural Construction excludes, without limitation, removal of wet sheet rock and ceiling tiles, replacing and resetting baseboards, trim and toe kicks, painting and other services performed with fire, smoke, water, flood and other damage cleaning, restoration and mitigation, and mold remediation, all of which are subject to full Royalty payments.~~

When Reconstruction ~~Structural Construction~~ services are performed by OPERATOR or any Owner, or any business owned in whole or in part by OPERATOR or any Owner and meet the conditions above, they are sometimes referred to by FRANCHISOR as "In House Construction."

OPERATOR may not sub-contract any fire, smoke, water and other damage cleaning, restoration and mitigation, and mold remediation services. In addition, OPERATOR may not 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 based on a reporting month established in accordance with Section 3.8. FRANCHISOR

may periodically adjust the monthly volume thresholds for Royalty rates based upon the Consumer Price Index, United States City average, as published by the Bureau of Labor Statistics (1982-84 = 100, all items). Adjustments may be made upon thirty (30) days' advance written notice to OPERATOR.

(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:

If Monthly Gross Volume, excluding Sub-contract Services is between	Royalty Payment	Plus Fixed Fee
\$0 - \$5,999	10%	\$45
\$6,000 - \$9,999	9%	\$65
\$10,000 - \$14,999	8%	\$85
\$15,000 - \$19,999	7.5%	\$95
\$20,000 - \$34,999	7%	\$115
\$35,000 - \$49,999	\$2,450 plus 6.5% on amount over \$34,999	\$115
\$50,000 - \$74,999	\$3,425 plus 6% on amount over \$49,999	\$115
\$75,000 - \$99,999	\$4,925 plus 5.5% on amount over \$74,999	\$115
\$100,000 and over	\$6,300 plus 5% on amount over \$99,999	\$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 Twenty Thousand Dollars (\$20,000), at which time the Royalty on Sub-contract Services is calculated with Royalty Volume Discounts as follows:

This table is to be used each month of each calendar year when Gross Volume from Sub-contract services exceeds \$20,000 year-to-date.

If the current month's Gross Volume from Sub-contract Services is greater than	but not over	pay Sub- contract Royalty Percentage	plus Sub- contract Fixed Royalty
\$0	\$4,999	4.5%	\$0
\$5,000	\$9,999	4% on amount over \$4,999	\$225

\$10,000	\$14,999	3.5% on amount over \$9,999	\$425
\$15,000	and over	3% on amount over \$14,999	\$600

(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 the Mold Remediation course and all five (5) steps of the 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 agrees to pay FRANCHISOR a Minimum Royalty Fee of One Hundred Dollars (\$100), plus a Minimum Fixed Fee of Forty-Five Dollars (\$45).

3.5 Advertising Fee. FRANCHISOR may assess, on a national or regional basis, a sum not to exceed three percent (3%) of OPERATOR's Gross Volume as a contribution (the "Advertising Fee") to a marketing and advertising fund for the benefit of franchisees and the System (the "National Marketing and Advertising Fund"). The Advertising Fee is due on the same date as Royalty and Fixed Fees. The National Marketing and Advertising Fund shall be administered by FRANCHISOR in accordance with Section 8.5.

3.6 Dishonored Checks. OPERATOR agrees to pay a fee of Fifty Dollars (\$50) for each dishonored check tendered to FRANCHISOR by OPERATOR. Payment is due upon demand by FRANCHISOR. If OPERATOR tenders two or more checks that are dishonored within a twelve (12) month period or if OPERATOR becomes two or more months' delinquent in any account with FRANCHISOR, FRANCHISOR may require payment of any amounts owed to FRANCHISOR to be made by cashier's check until further notice by FRANCHISOR, in addition to FRANCHISOR's rights and remedies for OPERATOR's breach of this Agreement.

3.7 Interest and Late Fee Assessments. FRANCHISOR is not required to accept payments in whole or in part after OPERATOR's accounts become delinquent, and FRANCHISOR may refuse to extend credit to OPERATOR. If Royalties, Fixed Fees, Advertising 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, OPERATOR agrees that FRANCHISOR may charge a late fee and/or penalty until such time as the delinquent account is paid in full. 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 for open business credit, 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 the month in which the delinquency occurs and all subsequent months in which any payment remains delinquent, the Convention Allowance credited to OPERATOR pursuant to Section 8.3; and/or

(d) disallow volume discounts (i.e., set the Royalty rate at ten percent (10%), plus the appropriate Fixed Fee) for that entire month and succeeding months in which any payment remains delinquent on all Gross Volume, including Sub-contract Services; and/or

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

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 (20th) of one month to the nineteenth (19th) 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 (10th) day of the following month or other designated deadline applicable to franchises with a like reporting period. 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, Advertising Fees, expenses, purchases from FRANCHISOR, 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 by OPERATOR, any Owner of OPERATOR or any entity 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 all fees and amounts due FRANCHISOR on time regardless of any such claims or defenses that OPERATOR has or asserts against FRANCHISOR.

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, whether under this Agreement or any other obligation, FRANCHISOR shall have the absolute 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.

3.12 Asbestos, Lead and Other Services. If OPERATOR or any entity owned and/or controlled by OPERATOR or any Owner, in whole or in part, offers or performs asbestos abatement and/or asbestos testing or lead abatement, construction or ~~any other services outside the definition of Franchise~~, 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;

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

(e) Any ~~such~~ services provided in connection with cleaning, fire, smoke, water, flood and other damage cleaning, restoration and mitigation, and mold remediation ~~mitigation or restoration~~ services will be included in the Gross Volume of OPERATOR's Franchise and are subject to Royalty and other enumerated payments;

(f) Any ~~such~~ 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 ~~such~~ asbestos testing and abatement and lead testing and abatement services will be included in Gross Volume of OPERATOR's Servpro franchise and are subject to Royalty and other enumerated payments; ~~testing, tear out, demolition, removal and disposal are subject to full Royalty payments, while buildback / reconstruction can qualify for Sub-contract Services under Section 3.2(b);~~

(h) If OPERATOR creates a separate business entity, it will be subject to the same audit provisions as contained herein; and

(i) OPERATOR shall obtain and maintain all necessary certifications and/or 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 standard operating procedures and specifications prescribed periodically by FRANCHISOR. These procedures and specifications may include, without limitation, all sales and cash journal sheets,

bank reconciliations, payroll records, invoice 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 relating to or arising out of this Agreement. 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. Otherwise, any sums deposited into bank accounts for the Franchise are deemed to be Royalty-bearing 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 the Franchise where the Gross Volume was ~~generated~~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 ~~generated~~produced.

4.2 Reporting Requirements. OPERATOR shall deliver the following reports to FRANCHISOR by mailing the reports or, at the option of 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 Trainer/Franchise Business Consultant in accordance with the timing requirements FRANCHISOR may establish:

(a) a monthly report of Gross Volume in a form approved by FRANCHISOR, for the previous reporting period, together with a duplicate invoice of all transactions on which Royalties are payable, a copy of all voided invoices, together with payment of the Royalty (or Minimum Royalty Fee, as applicable), Fixed Fee and Advertising 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 pertaining to or relating to operation of the Franchise, any and all business returns of OPERATOR and any business entities controlled by, controlling or under common control of OPERATOR and any business entities owned in whole or in part by OPERATOR or any Owner and any spouse or domestic partner of any Owner, and all personal tax returns of any Owners ~~or principals~~ 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 fiscal 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) such other reports, forms, records and any other information pertaining to or relating to the Franchise, 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 entities controlled by, controlling or under common control of OPERATOR or owned in whole or in part by OPERATOR or any Owners and any spouse or domestic partner of any Owner, and all personal bank statements of any Owners 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 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 Owners 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."

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 15th 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 OPERATOR's Business Records or any other records that FRANCHISOR reasonably believes may pertain to or be related to the subject matter and terms of this Agreement. During the term of this Agreement, and for a period of three (3) years after the termination or transfer of rights under this Agreement, FRANCHISOR, or its authorized representative, shall have free and full access thereto for the purpose of this 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 will lose all Royalty Volume Discounts and the Convention Allowance for the period of noncompliance, FRANCHISOR may suspend all National Accounts referrals, 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, to incur the loss of the Royalty Volume Discount and 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 Three Thousand Dollars (\$3,000) 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 \$3,000 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, corporation or other entity that has or owns any interest in this Agreement, in the Franchise or in OPERATOR, shall sell, assign, transfer, convey, rent, give away, lease, pledge, exchange, mortgage or otherwise encumber any interest in this Agreement, the Franchise OPERATOR (the "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 a document in a form approved by FRANCHISOR (currently, the *LIST OF PARTNERS, MEMBERS OR SHAREHOLDERS*) agreeing to be bound by the terms of this Agreement. 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 provided 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 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 Industries, Inc." 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. 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 written consent, which consent may be withheld or conditioned in FRANCHISOR’s sole discretion. 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

decaled 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 criteria for granting a new license, including 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 by related 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;

(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 existing known and unknown claims against FRANCHISOR, its affiliates and their respective shareholders, officers, directors, agents, employees, successors, assigns, Distributors and Trainers in their corporate and individual capacities; (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 associated documents, which agreement may be materially different from this Agreement and associated documents, including, without limitation, a different Royalty, Minimum Royalty Fee or Advertising 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, which shall not exceed twenty percent (20%) of the amount charged for the purchase of a new SERVPRO franchise license and equipment and products package;

(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 Applied Structural Drying ("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 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 Advertising Fees owed with respect to any accounts receivable, must be paid in full before any such Transfer may occur, and OPERATOR must deposit up to One Thousand Dollars (\$1,000) with FRANCHISOR for FRANCHISOR to hold 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 agree that an amount that will satisfy all obligations then due and owing to customers shall be placed in escrow 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 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 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 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 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 OPERATOR seeks FRANCHISOR's assistance in finding a purchaser for the Franchise, or if FRANCHISOR otherwise directly or indirectly refers a prospective purchaser to OPERATOR, OPERATOR agrees to pay FRANCHISOR a Resale Referral Fee if the prospective purchaser completes the purchase of the 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/or FRANCHISOR's Licensor, 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 and/or FRANCHISOR's Licensor'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 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 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 and post Internet advertising templates on a website developed solely by FRANCHISOR, unless otherwise approved in writing by FRANCHISOR. OPERATOR agrees to use FRANCHISOR or a third party designated by FRANCHISOR to host an approved website. OPERATOR is not permitted to make use in any Internet 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 Franchise 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, portray the SERVPRO Franchise system in a positive, dignified and business-like manner. OPERATOR further agrees to remove or modify, at SERVPRO's election, any material deemed by SERVPRO to violate this provision.

6.2 Modification of the Marks. If FRANCHISOR, in its sole discretion, decides to modify 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 arising from or relating to any such change, modification or substitution 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 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 Industries, Inc., a Nevada Corporation, 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 at FRANCHISOR'S sole cost and expense, 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 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 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 or its Distributors, affiliates or other franchisees. OPERATOR agrees not to disclose, divulge or use these materials 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, knowledge or know-how 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. 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. 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 or 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 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 or legal entity, as an agent, employee, principal, partner, director, officer, shareholder or in any other individual or representative capacity, in any legal entity:

(a) Divert or attempt to divert any business or customer of the Franchise to any 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 so, any other act injurious or prejudicial to the goodwill associated with the Proprietary 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, a business that engages in any business that is the same or similar to the Franchise, or that provides cleaning, deodorization, damage restoration or services that are the same or similar to the Franchise, or is otherwise competitive with the business of FRANCHISOR, other SERVPRO franchisees, DISTRIBUTORS, located:

(1) anywhere during the term of this Agreement;

(2) in the Operating Territory and a twenty-five (25) mile radius of the exterior boundaries thereof, for a continuous, uninterrupted two (2) year period, commencing upon the earlier of: (i) the termination of this Agreement, whether by lapse of time, default in performance or other cause or contingency; or (ii) the time such individual or entity ceases to have any ownership or other beneficial interest in the Franchise or OPERATOR, which period shall be extended by any period of noncompliance with this covenant; 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; and

(3) provided, however, Subsection 6.6(b) does not apply to OPERATOR's ownership of another franchise or distributorship licenses issued by FRANCHISOR; and provided further, Subsection 6.6(b) does not apply 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 court costs and 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, use and make such expenditures as such changes or modifications to the System may require, as if such changes were a part of the System at the time of the execution of this Agreement. By way of example and not limitation, throughout the term of this Agreement, OPERATOR agrees to: (a) purchase, lease, install or use, at OPERATOR's expense, only those cleaning products, supplies, products, equipment, methods, job invoice forms, computer programs and office control forms 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 OPERATOR's assigned Distributor, 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; (d) pay for products, equipment or any other items purchased from FRANCHISOR or from any Distributor in a timely manner in accordance with this Agreement and/or the billing terms specified by FRANCHISOR or Distributor; (e) submit to FRANCHISOR or Distributor all other reports that might be requested from time to time; (f) pay Royalties (or Minimum Royalty Fees if applicable), Advertising 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 referral fees owing; (i) implement the Servpro business model; and (j) staff and equip the Franchise to provide effective market penetration and deliver quality customer service.

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); Step 2: Prerequisite Consultation (on-site Franchise Business Consultant meeting); Step 3: New Franchise Training Program ("NFTP") (15-day class to include mold training); Step 4: Business Setup (five day, on-site Franchise Business Consultant meetings); and Step 5: Business Consultations (six on-site Franchise Business Consultant meetings) as FRANCHISOR may deem necessary. 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 the week following NFTP; and Step 5 of BDP must be completed within six (6) months 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 and other supplies deemed by FRANCHISOR to be 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. 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, exchanges and prefixes that are wholly within, or the majority of which are within, the Operating Territory. If a telephone or facsimile exchange or prefix 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 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 and promotional material, whether print, electronic, audio or visual (including Yellow Pages[®], website, social media and all other electronic or Internet advertising), prior to use, together with an outline of its proposed use, for FRANCHISOR's written approval. 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 is free in its discretion to set prices and discounts on the services and products that it may render or sell pursuant to this Agreement in operation of the Franchise, with the exception of National Accounts, Select National Accounts and Commercial National Accounts, where participation is voluntary pursuant to separate agreements. 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 requested 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. All insurance shall be of the form, coverage and worthiness 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 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, at its 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 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 two (2) 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 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, 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, 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 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 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) or Owners~~ must directly perform or directly supervise the operation of the Franchise. All 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 ~~majority Operating Principal or Owners~~. 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 the 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. FRANCHISOR may require any employee to sign an agreement with FRANCHISOR containing such provisions. 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, theft or any type of violence against a person, in which case a background check must be conducted immediately. 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 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 a 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 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 (excluding initial franchise training) in a manner that FRANCHISOR, at its sole discretion, determines is reasonable. 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 resale set forth in Article 5 of this Agreement, FRANCHISOR shall provide 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. The 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 provide the same training for additional persons 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 will 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 Advertising Fees) paid by OPERATOR based on operation of the Franchise (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 for any month in which OPERATOR is not in full compliance with Articles 3 and 4 and Sections 7.1 and 7.8.

(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, FRANCHISOR is not obligated to pay OPERATOR 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, 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, and all rights thereto are hereby irrevocably assigned to FRANCHISOR for no further consideration than the rights granted herein.

8.5 National Marketing and Advertising Fund. FRANCHISOR shall periodically develop promotional programs and sales campaigns to aid OPERATOR in selling and performing services in accordance with the System. In particular, FRANCHISOR shall maintain and administer the National Marketing and Advertising Fund, as follows:

(a) The National Marketing and Advertising Fund may be used to pay any and all costs and expenses related to advertising or solicitation, marketing, promoting, sales of services, preparing and producing video and audio, preparing printed or electronic advertising materials, administering advertising programs, including direct mail, point of sale or other media advertising, employing advertising agencies and supporting public relations, market research and other marketing, promotional and advertising activities that FRANCHISOR deems, in its sole discretion, beneficial to the System (collectively, the "Marketing") and the services provided by the franchisees, including: (i) Marketing; (ii) generating business for franchisees; (iii) developing and administering Marketing programs and initiatives; (iv) administration of the National Marketing and Advertising Fund; and (vi) FRANCHISOR's National Accounts Core Marketing Program and department, for the benefit of franchisees and the System. The Advertising Fees contributed to the National Marketing and Advertising Fund must be expended, prior to termination of this Fund, only for the purposes authorized by this Section.

(b) FRANCHISOR shall direct all Marketing financed by the National Marketing and Advertising Fund, and all uses and expenditures of and from the National Marketing and Advertising Fund are subject to FRANCHISOR's sole discretion. FRANCHISOR retains sole discretion over, without limitation, the choice of advertising media, advertising agency, spokesperson, creative concepts, materials, geographic placement, media placement and market allocation. Although FRANCHISOR intends for the National Marketing and Advertising Fund to develop and place Marketing materials and programs that will generally benefit all franchisees, FRANCHISOR is not obligated to make expenditures on behalf of, or for the benefit of, OPERATOR that are equivalent or proportionate to OPERATOR's contributions to the National Marketing and Advertising Fund or to ensure that any particular geographic area benefits directly or pro rata from the National Marketing and Advertising Fund expenditures. FRANCHISOR will exercise its business judgment in deciding when and how the funds are spent, taking into account input from franchisees, an advertising agency and the National Marketing and Advertising Advisory Board.

(c) In any fiscal year, FRANCHISOR may spend an amount greater or less than the aggregate Advertising Fees contributed to the National Marketing and Advertising Fund for that year and the National Marketing and Advertising Fund may borrow from FRANCHISOR or other lenders to cover deficits of the National Marketing and Advertising Fund or cause the National Marketing and Advertising Fund to invest any surplus for future use by the National Marketing and Advertising Fund. All interest earned on monies contributed to, or held in, the National Marketing and Advertising Fund will be remitted to the National Marketing and Advertising Fund and will be subject to the provisions of this Section. In paying expenditures, the National Marketing and Advertising Fund will spend, first, any earnings on assets held by the National Marketing and Advertising Fund; second, any contributions made by franchisees; and, finally, any contributions made by FRANCHISOR. All taxes, including, without limitation, gross receipts, income, value added and sales and use taxes incurred in connection with or related to the Marketing and Advertising Fund, its activities, contributions to the National Marketing and Advertising Fund or otherwise, whether imposed on FRANCHISOR, the National Marketing and Advertising Fund, or otherwise, will be paid out of, and be the sole responsibility of, the National Marketing and Advertising Fund.

(d) FRANCHISOR has the right, but not the obligation, to cause the National Marketing and Advertising Fund to be incorporated or operated through an entity separate from FRANCHISOR at such time, if any, as FRANCHISOR deems appropriate, and any such successor entity shall have all rights and duties of FRANCHISOR under this Section.

(e) The National Marketing and Advertising Fund shall be accounted for separately from the other funds of FRANCHISOR. As soon as reasonably practicable following the end of each calendar year, FRANCHISOR will prepare, or cause to be prepared, a statement of the monies collected and costs incurred by the National Marketing and Advertising Fund. Such statement shall be furnished to OPERATOR upon written request.

(f) Although FRANCHISOR is not required to make contributions to the National Marketing and Advertising Fund under any circumstances, FRANCHISOR may do so, whether in the form of services, goods, cash or otherwise. FRANCHISOR'S contributions will be used, prior to the termination of the National Marketing and Advertising Fund, only for the purposes authorized by this Section.

(g) FRANCHISOR may arrange for the provision of marketing, accounting, legal and consultative goods and services related to the purposes of and administration of the National Marketing and Advertising Fund, with the related costs and expenses to be paid by the National Marketing and Advertising Fund, including when such goods or services are provided by third parties or by FRANCHISOR, its affiliates, employees, Owners or agents, or by other persons or entities under ownership or control common to FRANCHISOR.

(h) Funds in the National Marketing and Advertising Fund may be used by FRANCHISOR to pay all costs and expenses associated with FRANCHISOR's operation of the National Accounts Core Marketing Program and department, including, without limitation, salaries, compensation and benefits of department staff, travel, lodging and related expenses, supplies, equipment, overhead and related marketing expenses for national accounts sales efforts. Funds in the National Marketing and Advertising Fund may also be used by FRANCHISOR to pay for the compensation and benefits of one or more of FRANCHISOR's employees whose responsibilities include administration of the fund.

(i) FRANCHISOR may waive and compromise Claims for, contributions to, and Claims against or with respect to, the National Marketing and Advertising Fund, using the National Marketing and Advertising Fund to pay any such Claims, subject always to the business judgment of FRANCHISOR. FRANCHISOR will have complete discretion as to whether or not legal or other action is taken against any franchisee who is in default of obligations with respect to the National Marketing and Advertising Fund, including obligations to pay Advertising Fees, or otherwise, provided that the National Marketing and Advertising Fund will not be charged any legal expense that is unrelated to the activities and purposes of the National Marketing and Advertising Fund.

(j) Except as provided in this Section, no funds held in the National Marketing and Advertising Fund will revert to either FRANCHISOR or OPERATOR under any circumstances. All funds contained in the National Marketing and Advertising Fund shall be expended as authorized by this Section, prior to the termination of the National Marketing and Advertising Fund. In the event that FRANCHISOR collects past due monies from franchisees or former franchisees, FRANCHISOR will apply these amounts to other indebtedness first and to the National Marketing and Advertising Fund last.

(k) Except as expressly provided in this Section, FRANCHISOR assumes no direct, indirect or implied duty, liability or obligation to OPERATOR with respect to the maintenance, direction, use or administration of the National Marketing and Advertising Fund or the Advertising Fees. FRANCHISOR has no fiduciary duty with respect to the uses and administration of the National Marketing and Advertising Funds or the Advertising Fees.

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, 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 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, agents of or under the supervision or control of FRANCHISOR in any manner whatsoever. It is expressly understood and agreed that any personnel policies or procedures, forms, guidance or other employment related materials or information offered by FRANCHISOR is provided solely for OPERATOR's convenience and general information. OPERATOR's use of such information is completely optional and should not be construed as any intent or right to control OPERATOR's operations, personnel decisions or relationship with its employees. OPERATOR is expressly advised to consult its own independent counsel for labor and employment advice.

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 FRANCHISOR (the "Indemnitees"), at OPERATOR's sole 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 by OPERATOR 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. Any insurance carried by any Indemnitee shall be excess and non-contributory to this indemnification obligation, including, without limitation, this duty to defend. 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 sale 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 filed; (iii) OPERATOR executes a general release, in a form satisfactory to FRANCHISOR, of any and all Claims against FRANCHISOR and its officers, directors, employees, shareholders and agents and any other person and entity affiliated with FRANCHISOR, in their corporate and individual capacities, and those Claims against Distributors; (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 as to OPERATOR.

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 or makes a general assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by OPERATOR or such a petition is filed against and not opposed by OPERATOR; (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 equipment is instituted against OPERATOR and not dismissed within thirty (30) days; or (l) the real or personal property of the Franchise shall be sold after levy thereupon by any sheriff, marshal or constable.

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, as applicable, if OPERATOR or any Owner of OPERATOR:

(a) ceases to continuously and actively operate the Franchise, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchise is located for five (5) consecutive days, unless caused by an act of God, Force Majeure Event (as defined in Section 13.20) or other 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; OPERATOR assigns the operation of the Franchise to another person or entity without FRANCHISOR's prior written consent; or OPERATOR'S conduct is determined by FRANCHISOR to constitute an abandonment of the Franchise;

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

(c) is convicted of or pleads guilty 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 believes is likely to have an adverse effect upon the System, the Marks, the goodwill associated therewith, or FRANCHISOR's interest therein, or otherwise engages in conduct that reflects materially and unfavorably upon OPERATOR and the reputation of the System;

(d) conducts or operates the Franchise in a manner presenting a threat or danger to public health or safety;

(e) discloses or divulges the contents of the Manuals, or other Confidential Information provided to OPERATOR by FRANCHISOR contrary to the terms 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 named as an additional insured, 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, give away, 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 as set forth in 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. FRANCHISOR may disallow for any month in which OPERATOR is in default the Convention Allowance credited to OPERATOR pursuant to Section 8.3. 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, Advertising 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 fails to submit the reports or other information required by FRANCHISOR when due under this Agreement, Territorial Policy or other 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 current standards, specifications or procedures for promoting, offering for sale, and providing products, supplies and services to the public as required by this Agreement;

(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 to examine the books and records of OPERATOR pursuant to Section 4.3 or otherwise denies FRANCHISOR or its Distributors access to the Franchise and its location for inspection or examination;

(g) fails to keep all telephone numbers used in connection with the Franchise registered with FRANCHISOR 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; FRANCHISOR'S OPTION TO PURCHASE

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 reasonably direct, so as to eliminate FRANCHISOR's identification and to effectively distinguish the 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 each and every telephone number, directory listing, advertising or website and URL domain name 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 FRANCHISOR. 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 complete set of Manuals, and all other manuals, bulletins, all computer software applications, 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;

(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, Distributors 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, 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 relating to 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 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, OPERATOR's XactNet® address assigned for Xactimate and Xactanalysis use, at FRANCHISOR's sole election;

(k) Deliver to FRANCHISOR all customer data and data containing all of OPERATOR's marketing contacts.

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 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.

~~11.3 — Option to Purchase. Upon termination, expiration or non-renewal of this Agreement for any reason, FRANCHISOR shall have the option, in its sole discretion, but not the obligation, to purchase the Franchise, including all equipment, products, supplies, customer lists, goodwill and all other items, but excluding vehicles, connected with the Franchise, under the following terms and conditions:~~

~~(a) — FRANCHISOR may exercise this option to purchase within one hundred twenty (120) days after termination, expiration or non-renewal by giving written notice to OPERATOR of FRANCHISOR's intent to exercise this option;~~

~~(b) — If FRANCHISOR exercises this option, FRANCHISOR shall pay OPERATOR a sum equal to 50% of OPERATOR's Gross Volume generated by insurance and direct work supported by a written contract, invoice or other supporting documentation for the twelve (12) prior, full months preceding the date of termination, expiration or non-renewal based upon Royalty reports previously submitted to FRANCHISOR; provided: (1) the Gross Volume for any unreported month shall be deemed to be One Hundred Dollars (\$100); (2) FRANCHISOR shall receive a credit against the purchase price for all sums owed FRANCHISOR on the date of exercise or thereafter; (3) the Gross Volume will not include the sub-contract volume for purposes of this calculation; and (4) ninety percent (90%) of the purchase price shall be deemed compensation for goodwill and other assets of the business and ten percent (10%) of the purchase price shall be deemed compensation for OPERATOR's covenant not to compete.~~

~~(c) — If FRANCHISOR exercises this option, a sum equal to twenty percent (20%) of the purchase price shall be paid to OPERATOR within thirty (30) days after the transfer to FRANCHISOR by OPERATOR of the assets of the Franchise and all telephone numbers, directory listings and advertising, websites and customer lists as provided herein. An additional sum equal to twenty percent (20%) shall be paid to OPERATOR no later than sixty (60) days after said transfer. The remaining balance will be amortized and paid over a ten (10) year period with interest thereon equal to the prime interest rate published in the Wall Street Journal on the date of exercise of this option less two percent (2%). FRANCHISOR is granted the option but not the obligation to prepay principal at any time without penalty.~~

~~(d) If FRANCHISOR exercises this option, OPERATOR shall deliver to FRANCHISOR any bills of sale, assignments or other documents, as may reasonably be requested by FRANCHISOR, to evidence or perfect the transfer to and ownership by FRANCHISOR of the assets of the Franchise. If requested by FRANCHISOR, OPERATOR shall deliver the assets of the Franchise and such bills of sale, assignments or other documents as may be reasonably requested to FRANCHISOR to evidence or perfect the transfer and ownership to such individual or entity as FRANCHISOR may select. OPERATOR shall execute all documents required by the telephone company or service provider to transfer the telephone numbers, directory listings, advertising and website.~~

~~(e) If the Franchise is purchased in accordance with this option, OPERATOR shall be responsible for all delinquent accounts, notes or amounts incurred in connection with the Franchise, including, without limitation, all charges for telephone service, directory listings and advertising. OPERATOR agrees to furnish FRANCHISOR a complete list of such delinquent accounts within ten (10) days after FRANCHISOR's exercise of this purchase right. FRANCHISOR may pay these delinquent bills directly to the parties owed and deduct them from the purchase price in lieu of paying the full purchase price to OPERATOR.~~

12. MEDIATION

12.1. Agreement to Use Procedure. A controversy or ~~claim~~ arising out of or relating to this Agreement, the breach thereof or the transaction embodied therein 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 motion request in the legal proceeding and 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 ~~discuss 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, ~~the each party CPR Legal Program, 366 Madison Avenue, New York, New York 10017 at (212) 949-6490 shall be asked to 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. ~~Both-Each parties~~ will deliver a concise summary of its ~~view~~ 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, FRANCHISOR seeking injunctive or provisional remedies for violation of the non-competition provisions set forth in Section 6.6.

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 the President of FRANCHISOR may sign and affect such a modification or amendment. This Agreement cannot be changed, modified 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, as the context may require.

13.3 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.

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 covenants, restrictions and limitations contained herein, shall bind and inure to the benefit of FRANCHISOR and its successors and assigns and shall be personally binding 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, 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 excess of payments 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 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.

The phrase “then-current” means the future Franchise License Agreement, qualification criteria, training requirements and other terms, which may be materially different than those contained in this Agreement and that may be changed or modified in FRANCHISOR’s sole discretion.

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 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, FRANCHISOR 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 shall be deemed given and received on the day of transmission.

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 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 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 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 is entitled to recover its reasonable attorneys' fees, court costs and expenses from OPERATOR, 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, 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 and a business court, as available. 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, schedules attached to this Agreement, and all other agreements between the parties executed contemporaneously herewith, are a part of this Agreement and are fully incorporated into it. This Agreement, including those items incorporated into it, if any, 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. 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) and venue (Section 13.11).

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 all 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 the 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, or under its direct or indirect control, to take such action.

13.19 Cross Default. Any default by OPERATOR, any Owner of OPERATOR, 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 FRANCHISOR and OPERATOR, any Owner of OPERATOR, 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 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. WE HAVE THE RIGHT TO DEVELOP, OPERATE, AND CHANGE THE FRANCHISE SYSTEM IN ANY MANNER. WHENEVER THIS AGREEMENT RESERVES OUR RIGHT TO TAKE OR WITHHOLD AN ACTION, OR TO GRANT OR DECLINE TO GRANT YOU THE RIGHT TO TAKE OR OMIT AN ACTION, OR ACT IN OUR DISCRETION, SOLE DISCRETION OR THE LIKE, WE MAY, EXCEPT AS THIS AGREEMENT SPECIFICALLY PROVIDES OTHERWISE, MAKE OUR DECISION OR EXERCISE OUR RIGHTS BASED ON INFORMATION THEN AVAILABLE TO US AND OUR BUSINESS JUDGMENT OF WHAT IS BEST FOR US, SERVPRO FRANCHISEES GENERALLY, OR THE SERVPRO FRANCHISE SYSTEM WHEN WE MAKE OUR DECISION, WHETHER OR NOT WE COULD HAVE MADE OTHER REASONABLE OR EVEN ARGUABLY PREFERABLE ALTERNATIVE DECISIONS AND WHETHER OR NOT OUR DECISION PROMOTES OUR FINANCIAL OR OTHER INTEREST.

BECAUSE COMPLETE AND DETAILED UNIFORMITY UNDER MANY VARYING CONDITIONS MIGHT NOT BE POSSIBLE OR PRACTICAL, YOU ACKNOWLEDGE THAT WE RESERVE THE RIGHT AND PRIVILEGE ACCORDING TO OUR BUSINESS JUDGMENT TO VARY BRAND STANDARDS OR OTHER ASPECTS OF THE FRANCHISE SYSTEM FOR ANY FRANCHISEE. YOU HAVE NO RIGHT TO REQUIRE US TO GRANT YOU 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, or Claims between Operator and its affiliates and their respective owners, officers, directors, guarantors, agents and/or employees ("Operator Parties") and Franchisor and its affiliate 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 of 3 arbitrators, 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 one each and those two will choose the third arbitrator. All 3 arbitrators must be neutral. The arbitration proceedings shall be conducted by an arbitrator who is 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 defined 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 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. 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 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 Claim; 20 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 and costs for Franchisor Parties (consistent with our rights under 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 the this arbitration agreement or any provision is unenforceable or invalid with respect to a dispute that otherwise would be subject to arbitration under this section, all parties agree that this arbitration clause will not apply to that dispute or portion of the dispute and such dispute or portion of the 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 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) enforcing the parties' obligations to arbitrate or enforce an arbitral award; or (f) temporary restraining orders and temporary or preliminary injunctive relief.

The parties understand that they are waiving their right to a jury trial with respect to arbitration.

14.14 Waiver of Punitive Damages. EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 9.2 (INDEMNIFICATION), CLAIMS FOR YOUR INFRINGEMENT OF OUR INTELLECTUAL PROPERTY, AND CLAIMS FOR YOUR BREACH OF YOUR 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.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

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:

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

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
- ☐ partnership
- ☐ limited partnership
- ☐ corporation
- ☐ limited liability company
- ☐ other: _____

Operating Principals primarily responsible for carrying out OPERATOR's obligations (must be an Owner):

Section 3.5:

Advertising Fee as of the Effective Date of this Agreement is 1½ % of all Gross Volume, exclusive of Gross Volume from Sub-contract Services, plus 2 ½ % of Gross Volume, exclusive of Gross Volume from Sub-contract Services, on a calendar year basis. The Gross Volume subject to the 2 ½ % portion of the Advertising Fee is currently "capped" at \$700,750,000. The "cap" will increase \$50,000 per year for the foreseeable future.

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 subcontract volume 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 resell this franchise. In no event will this Franchise License Agreement be extended for longer than a one-year period to allow a resale to occur. 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.

In lieu of exercising FRANCHISOR's rights of non-renewal set forth above, in FRANCHISOR's sole discretion, FRANCHISOR may require payment equal to the amount of Royalties, Fixed Fees and Advertising Fees that would be consistent with meeting the volume requirements described herein ("Renewal Shortfall"), of which no portion will be deemed to be actual Royalties. By way of illustration and not limitation, if a franchisee's volume for the first franchise is \$1,050,000 and the volume for a second franchise acquired after March 31, 2007 is \$950,000, FRANCHISOR may exercise its option to renew the franchise contingent upon that franchisee paying ~~Royalties, Fixed Fees and Advertising fees~~ the Renewal Shortfall on the \$50,000 shortfall from the second franchise. This Renewal Shortfall ~~additional~~ amount is due in addition to the renewal fee at the time of renewal.

Note: This is a synopsis of the policy found in the Servpro qualification guides to purchase additional franchises, which may be modified by FRANCHISOR from time to time in its sole discretion. This synopsis is valid from April 1, ~~2015-2016~~ until March 31, ~~2016-2017~~ and is subject to change thereafter.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee.

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

Randall A. Isaacson, President

ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT is entered into by and between SERVPRO INDUSTRIES, INC., a Nevada corporation having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 ("FRANCHISOR") and _____ ("OPERATOR").

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 full acquisition of the Franchise includes the license granted by the Franchise License Agreement and purchase of an Equipment and Products Package because 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 and 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 paid are fully earned and non-refundable:

1.	FRANCHISE LICENSE	\$4546,000.00
2.	STANDARD EQUIPMENT AND PRODUCT PACKAGE.....	\$65,00066,750.00
3.	Adjustments (if any):.....	\$ __, __. __
	Less any amount already paid.....	\$ __, __. __
	Plus Sales Tax @ _____ % on adjusted Equipment and Products Package Price where applicable.....	\$ __, __. __
	TOTAL PURCHASE PRICE (after adjustments, if any).....	\$ __, __. __

TOTAL AMOUNT TO BE PAID (check one)*:

- ☐ FINANCING TERMS: Down Payment of \$_____ toward Total Purchase Price of ~~\$110,000~~112,750.00 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 ~~\$2,750.00~~2,818.75 on Total Purchase Price of ~~\$110,000~~112,750.00 for Cash Price of ~~\$107,250.00~~109,931.25.
- ☐ FINANCING DISCOUNT TERMS: Down Payment of \$_____ toward Total Purchase Price of ~~\$110,000~~112,750.00 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 ~~\$2,750.00~~2,818.75 will be subtracted from the balance.

*Total Amount To Be Paid should be paid by cashier's check. Franchise License paperwork cannot be processed until funds clear bank. Submitting payment by an ordinary check could delay processing by two weeks or more.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

CALIFORNIA ACQUISITION AGREEMENT/STATEMENT OF LOAN

This ACQUISITION AGREEMENT is entered into by and between SERVPRO INDUSTRIES, INC., a Nevada corporation having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066, California Finance Lender number 603 A275, ("FRANCHISOR") and _____ ("OPERATOR"), located at _____.

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 full acquisition of the Franchise includes the license granted by the Franchise Agreement and purchase of an Equipment and Products Package because 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 and 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 paid are fully earned and non-refundable:

1.	FRANCHISE LICENSE	~~\$45~~ 46,000.00
2.	STANDARD EQUIPMENT AND PRODUCT PACKAGE.....	~~\$65,000~~ 66,750.00
3.	Adjustments (if any):	\$ __, __. __
	Less any amount already paid.....	\$ __, __. __
	Plus Sales Tax @ _____% on adjusted Equipment and Products Package price for residents of California....	\$ __, __. __
	Hazardous Disposal Fee.....	+ \$8.00
	TOTAL PURCHASE PRICE (after adjustments, if any)	\$ __, __. __

TOTAL AMOUNT TO BE PAID:

☐ FINANCING TERMS: Down Payment of \$_____ toward Total Purchase Price of ~~\$110,000~~112,750.00 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. In addition to the Down Payment, Operator must pay applicable Sales Tax and the Hazardous Disposal Fee. 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

10th 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 ~~\$2,750.00~~2,818.75 on Total Purchase Price of ~~\$110,000~~112,750.00 for total Cash Price of ~~\$107,250.00~~109,931.25.
- ☐ FINANCING DISCOUNT TERMS: Down Payment of \$_____ toward Total Purchase Price of ~~\$110,000~~112,750.00 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 ~~\$2,750.00~~2,818.75 will be subtracted from the balance.

I did not use the services of a finance broker.

*Total Amount To Be Paid should be paid by cashier's check. Franchise License paperwork cannot be processed until funds clear bank. Submitting payment by an ordinary check could delay processing by two weeks or more.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

The loan is made pursuant to the California Finance Lenders 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 INDUSTRIES, INC., a Nevada corporation 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 FRANCHISOR 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.....\$ __, __. __
TOTAL PURCHASE PRICE\$ __, __. __

TOTAL AMOUNT TO BE PAID:

☐ FINANCING TERMS: Down Payment of \$_____ toward Total 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 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.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

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

California Lenders License Number 603A275.

EXHIBIT D TO OUR FRANCHISE LICENSE AGREEMENT
STATE ADDENDA AND SUPPLEMENTAL STATE INFORMATION

**ADDENDUM TO FRANCHISE LICENSE AGREEMENT
FOR THE STATE OF CALIFORNIA**

This Addendum to Franchise License Agreement is made in recognition of the ~~requirements of the California Business and Professions Code Sections 20000 to 20043. The parties to the attached Servpro Industries, Inc. Franchise License Agreement (the "Agreement")~~ agree-acknowledge as follows:

1. Section 1.2, Renewal, and Section 10, Default and Termination, ~~are amended by adding:~~ California Business and Professions Code Sections 20000 to 20043 provide rights to OPERATOR concerning termination or non-renewal of a Franchise and further provide that if the Agreement is inconsistent with California law, California law will control.

2. Section 2.4, Territorial Policy, and Section 4.4, Examination Findings, ~~are amended by adding:~~ The Agreement contains a liquidated damages clause. California Civil Code, Section 1671, states certain liquidated damage clauses are not ~~unenforceable~~.

3. Section 6.6, In-Term and Post-Term Covenants, subsection (b)(2) is amended by adding: The Agreement contains a covenant not to compete which extends beyond the termination of the Franchise. This provision may not be ~~unenforceable~~ under California law.

4. Section 10.3, Default Without Notice or Opportunity to Cure, ~~is amended by adding:~~ The Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

5. Section 12, Mediation, subsections 12.4 and 12.9, ~~are amended by adding:~~ The Agreement requires mediation and the parties agree to make a good faith effort to select a mutually convenient location for a mediation and if the parties cannot agree, the mediation shall be held in Nashville, Tennessee. The mediation will occur at a mutually convenient time and place with the cost being shared equally by the parties. This provision may not be enforceable under California law.

6. Section 13.10, Governing Law, is amended by adding: The Agreement requires application of the law of the State of Tennessee. This provision may not be enforceable under California law.

7. Section 14, Arbitration. The Agreement requires arbitration proceedings 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. California law states a provision in a franchise agreement restricting venue to a forum outside California is void with respect to any claim arising under or relating to a franchise agreement involving a franchise business operating within California. However, arbitration is governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

[signature page follows]

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

**SUPPLEMENTAL INFORMATION REQUIRED BY
THE STATE OF 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 COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OF AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

SUPPLEMENTAL INFORMATION

1. Registration Information

- A. States in which this disclosure document is currently registered.

Hawaii, Minnesota, South Dakota and Wisconsin

States in which Servpro Industries, Inc. is exempt:

California, Florida, Illinois, Indiana, Kentucky, Maryland, Michigan, Nebraska, New York, North Dakota, Rhode Island, Texas, Utah, Virginia and Washington

- B. States in which application for registration has been submitted and is pending.

None

- C. States which have refused to register these franchises.

None

- D. States which have revoked or suspended the right to offer these franchises.

None

E. States from which this offering has been withdrawn.

None

**ADDENDUM TO FRANCHISE LICENSE AGREEMENT
FOR THE STATE OF HAWAII**

This Addendum to Franchise License Agreement is made in recognition of the requirements of the Hawaii Franchise Investment Law. The parties to the attached Servpro Industries, Inc. Franchise License Agreement (the "Agreement") ~~agree~~ acknowledge as follows:

1. Section 13.10, Governing Law, ~~is amended by adding:~~ This Agreement requires jurisdiction and venue in the courts of the State of Tennessee. This provision may not be enforceable under the laws of Hawaii.

2. Section 13.11, Consent to Jurisdiction and Venue, ~~is amended by adding:~~ This Agreement requires application of the laws of the State of Tennessee. This provision may not be enforceable under the laws of Hawaii. Any provision in this Agreement for a waiver of Franchisee's right to trial by jury may not be enforceable under Hawaii law.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

SUPPLEMENTAL DISCLOSURE FOR THE STATE OF ILLINOIS

State Cover Page, Risk Factors:

SECTION 705/4 OF THE ILLINOIS FRANCHISE DISCLOSURE ACT PROVIDES THAT ANY PROVISION IN A FRANCHISE AGREEMENT THAT DESIGNATES JURISDICTION OR VENUE IN A FORUM OUTSIDE THE STATE OF ILLINOIS IS VOID BUT WE MAY PROVIDE FOR ARBITRATION IN A FORUM OUTSIDE THE STATE OF ILLINOIS.

Item 1:

If You are a Distributor and You solicit prospective franchisees or otherwise participate in franchise sales on Our behalf in the State of Illinois, You may be a subfranchisor under the Illinois Franchise Disclosure Act. If You are determined to be a subfranchisor under the Illinois Franchise Disclosure Act, You will have to register with the State of Illinois as a subfranchisor before conducting any offers in the State of Illinois.

**ADDENDUM TO FRANCHISE LICENSE AGREEMENT
FOR THE STATE OF ILLINOIS**

This Addendum to Franchise License Agreement is made in recognition of the requirements of the Illinois Franchise Disclosure Act. The parties to the attached Servpro Industries, Inc. Franchise License Agreement (the "Agreement") ~~agree~~ acknowledge as follows:

1. Section 13.10, Governing Law. Section 41 of the Illinois Franchise Disclosure Act provides any condition, stipulation or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of this Act or any other law in this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

2. Section 13.11, Consent to Jurisdiction and Venue. Illinois law provides any provision which designates jurisdiction or venue in a forum outside Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, provided that an Agreement may provide for arbitration in a forum outside of Illinois. Any condition, stipulation or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act is void. However, arbitration is governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

**ADDENDUM TO FRANCHISE LICENSE AGREEMENT
FOR THE STATE OF INDIANA**

This Addendum to Franchise License Agreement is made in recognition of the requirements of the Indiana Franchise Act. The parties to the attached Servpro Industries, Inc. Franchise License Agreement (the "Agreement") agree as follows:

1. Section 1.2(g), Renewal, Indiana law at IC 23-2-2.7-1(5) does not permit a prospective release that includes liability imposed by IC 23-2-2.7 .
2. Section 5.5(d)(1), Sale or Transfer of Any Interest in Franchise, Indiana law at IC 23-2-2.7-1(5) does not permit a prospective release that includes liability imposed by IC 23-2-2.7.
3. Section 6.6 (b)(2), Post-Term Covenants, Indiana law at IC 23-2-2.7-1(9) permits a non-compete agreement up to 3 years and your Operating Territory.
4. Section 10.2, Voluntary Termination by OPERATOR, Indiana law at IC 23-2-2.7-1(5) does not permit a prospective release that includes liability imposed by IC 23-2-2.7.
5. Section 13.10, Governing Law, Indiana law provides the Indiana Franchise Disclosure Law, IC 23-2-2.5 and Indiana Deceptive Franchise Practices Law, IC 23-2-2.7 apply.
6. Section 13.11, Consent to Jurisdiction and Venue, Indiana law at IC 23-2-2.7-1(10) provides | FRANCHISOR may not limit litigation brought for breach of the agreement ~~in any manner whatsoever~~.
7. Section 13.12, Entire Agreement, is amended to provide that notwithstanding anything to the contrary in this provision, OPERATOR does not waive any right under the Indiana statutes with regard to prior representations made in the Franchise Disclosure Document.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 through 14-233, the Franchise Disclosure Document for Servpro Industries, Inc. for use in the State of Maryland shall be amended as follows:

1. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following language:

Maryland statutes provide that the general release required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.

2. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following language to the summary Provision of “h”:

Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

3. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following language to the summary Provisions of “v” and “w”:

, except for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Each provision of this addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233) are met independently without reference to this addendum to the Franchise Disclosure Document.

**ADDENDUM TO FRANCHISE LICENSE AGREEMENT
FOR THE STATE OF MARYLAND**

This Addendum to Franchise License Agreement is made in recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 through 14-233. The parties to the attached Servpro Industries, Inc. Franchise License Agreement (the "Agreement") agree as follows:

1. Term; Renewal, Section 1.2, Maryland statute does not permit a release from liability under the Maryland Franchise Registration and Disclosure Law as a condition of renewal.
2. Sale or Transfer, Section 5.5(d), Maryland statute does not permit a release from liability under the Maryland Franchise Registration and Disclosure Law as a condition of sale.
3. Jurisdiction and Venue, Section 13.11, ; Maryland statute does not permit a waiver of the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee.

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE LICENSE AGREEMENT FOR THE STATE OF MINNESOTA

The Minnesota Department of Commerce requires the following Minnesota-specific language to be included in an exhibit attached to the Franchise Disclosure Document and also to the franchise agreement:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, Minnesota law states nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota considers it unfair to not protect the franchisee's rights to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

1. Cover Page

Risk Factors:

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

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE FRANCHISE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE AGREEMENT OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

Signed this _____ day of _____, 20__.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20__ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

**ADDENDUM TO FRANCHISE LICENSE AGREEMENT
FOR THE STATE OF NEW YORK**

This Addendum to Franchise License Agreement is made in recognition of the requirements of the New York General Business Law. The parties to the attached Servpro Industries, Inc. Franchise License Agreement (the "Agreement") ~~agree~~ acknowledge as follows:

1. Section 1.2(g), Renewal, ~~subsection (g) is amended by adding:~~ New York General Business Law, Section 687.4 and 687.5 provide that FRANCHISOR may not require OPERATOR to waive or release rights under its franchise law.

2. Section 5.5(d)(1), Sale or Transfer of Any Interest in Franchise, ~~subsection (d)(1) is amended by adding:~~ New York General Business Law, Section 687.4 and 687.5 provide that FRANCHISOR may not require OPERATOR to waive or release rights under its franchise law in connection with the offer, sale or purchase of any franchise.

3. Section 10.2, Voluntary Termination by OPERATOR, ~~is amended by adding:~~ New York General Business Law, Section 687.4 and 687.5 provide that FRANCHISOR may not require OPERATOR to waive or release rights under its franchise law in connection with the offer, sale or purchase of any franchise.

4. Section 13.10, Governing Law, ~~is amended by adding:~~ The foregoing choice of law shall not be considered a waiver of any right conferred upon either the FRANCHISOR or the OPERATOR by the provisions of franchise law in Article 33 of the General Business Law of the State of New York.

5. Section 1136 of the New York Tax Law requires franchisors having franchisees in New York to report gross sales of each franchisee, total sales by each franchisee, any income reported to the franchisor by each franchisee and other information, such as the owners' names, physical address and mailing address.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____

Randall A. Isaacson, President

ADDENDUM TO FRANCHISE LICENSE AGREEMENT FOR THE STATE OF NORTH DAKOTA

This Addendum to Franchise License Agreement is made in recognition of the requirements of the North Dakota Franchise Investment Law. The parties to the attached Servpro Industries, Inc. Franchise License Agreement (the "Agreement") agree as follows:

1. Section 1.2(g) and Section 5.5(d). The North Dakota Securities Commissioner states North Dakota law provides Franchisee may not be required to execute a general release in favor of FRANCHISOR and its affiliates upon the renewal or transfer of the franchise.

2. Section 2.4, Territorial Policy, and Section 4.4 Examination Findings. The North Dakota Securities Commissioner states consent to liquidated damages such as those mentioned herein may not be permitted by Section 51-19-09 of the North Dakota Franchise Investment Law.

3. Section 6.6, In-Term and Post-Term Covenants, subsection (b)(2). The North Dakota Securities Commissioner states some covenants not to compete are generally unenforceable pursuant to Section 9-08-06 of the North Dakota Century Code.

4. Section 12.7, Conduct of Mediation. The North Dakota Securities Commissioner states references to Tennessee law and jurisdiction may not be required under Section 51-19-09 of the North Dakota Franchise Investment Law.

5. Section 12.9, Fees; Disqualification; Confidentiality. The North Dakota Securities Commissioner states references to State and Federal Rules of Evidence may not be permitted under Section 51-19-09 of the North Dakota Franchise Investment Law.

6. Section 13.9, Recovery of Legal Fees and Costs. The North Dakota Securities Commissioner states the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

7. Section 13.10, Governing Law. The North Dakota Securities Commissioner states except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Agreement must be governed by the laws of the State of North Dakota.

8. Section 13.11, Consent to Jurisdiction and Venue. ~~The North Dakota Securities Commissioner states is amended by adding: If the OPERATOR so requests, jurisdiction and venue for any litigation must be in North Dakota. However, arbitration is governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).~~

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20__ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

**ADDENDUM TO FRANCHISE LICENSE AGREEMENT
FOR THE STATE OF RHODE ISLAND**

This Addendum to Franchise License Agreement is made in recognition of the requirements of the Rhode Island Franchise Investment Act. The parties to the attached Servpro Industries, Inc. Franchise License Agreement (the "Agreement") agree as follows:

1. Section 13.10, Governing Law, ~~is amended by adding:~~ Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a provision in a franchise agreement requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

2. Section 13.11, Consent to Jurisdiction and Venue, ~~is amended by adding:~~ Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state is void with respect to a claim otherwise enforceable under this Act.

3. Section 13.8, Waiver, ~~is amended by adding:~~ The Rhode Island Franchise Investment Act provides a condition, stipulation or provision requiring a franchisee to waive compliance with, or relieving a person of a duty of liability imposed by, or a right provided by a rule or order under the Act is void. An acknowledgement provision, disclaimer or integration clause or provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate the Act or a rule under the Act. This paragraph will not affect the settlement of disputes, claims or civil lawsuits arising or brought under the Act.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____

Randall A. Isaacson, President

**ADDENDUM TO FRANCHISE LICENSE AGREEMENT
FOR THE STATE OF SOUTH DAKOTA**

This Addendum to Franchise License Agreement is made in recognition of the requirements of the South Dakota Franchise Investment Law. The parties to the attached Servpro Industries, Inc. Franchise License Agreement (the "Agreement") agree as follows:

1. Section 2.4, Territorial Policy, ~~is amended by adding:~~ The Division of Securities, State of South Dakota, states liquidated damages provisions in Franchise Agreements are not acceptable.
2. Section 4.4, Examination Findings, ~~is amended by adding:~~ The Division of Securities, State of South Dakota states liquidated damages provisions in Franchise Agreements are not acceptable.
3. Section 6.6, In-Term and Post-Term Covenants, ~~subsection (b)(2) is amended by adding:~~ Certain covenants not to compete upon termination or expiration of the Franchise Agreement may not be enforceable in the State of South Dakota, except in certain instances as provided by law."
4. Section 13.10, Governing Law, ~~is amended by adding:~~ A provision that requires jurisdiction or venue or governing law other than the State of South Dakota with respect to any cause of action which is otherwise enforceable under the South Dakota Franchise Act may not be enforceable.
5. Section 13.11, Consent to Jurisdiction and Venue, ~~is amended by adding:~~ A provision that requires jurisdiction or venue or governing law other than the State of South Dakota with respect to any cause of action which is otherwise enforceable under the South Dakota Franchise Act may not be enforceable.
6. Section 13.12, Entire Agreement, is amended by adding: SDCL 37-5B-26(8) states Franchisor may not require Operator to disclaim or waive reliance on any representations in the disclosure document or in its exhibits or amendments.

Signed this _____ day of _____, 20__.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20__ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

DISCLOSURES REQUIRED BY THE STATE OF WASHINGTON

The state of Washington has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state of Washington. If you have any questions about this investment, see an attorney before you sign a contract.

**ADDENDUM TO FRANCHISE LICENSE AGREEMENT
FOR THE STATE OF WASHINGTON**

This Addendum to Franchise License Agreement is made in recognition of the requirements of the Washington Franchise Investment Protection Act. The parties to the attached Servpro Industries, Inc. Franchise License Agreement (the “Agreement”) agree as follows:

1. Section 1.2, Renewal, is amended by adding: Washington law at RCW 19.100.180 provides FRANCHISOR may not refuse to renew a franchise without fairly compensating the franchisee for the fair market value, at the time of expiration of the franchise, of the franchisee's inventory, supplies, equipment, and furnishings purchased from FRANCHISOR, and goodwill, exclusive of personalized materials which have no value to FRANCHISOR, and inventory, supplies, equipment and furnishings not reasonably required in the conduct of the franchise business: Provided, that compensation need not be made to a franchisee for goodwill if (i) the franchisee has been given one year's notice of non-renewal and (ii) FRANCHISOR agrees in writing not to enforce any covenant which restrains the franchisee from competing with FRANCHISOR: Provided further, that a FRANCHISOR may offset against amounts owed to a franchisee under this subsection any amounts owed by such franchisee to FRANCHISOR.

2. Section 1.2, Renewal, subsection (g) is amended by adding: “Washington Franchise Investment Protection Act Sec. 19.100.180 provides that FRANCHISOR may not require OPERATOR to waive or release rights under its franchise law.”

3. Section 5.5, Sale or Transfer of Any Interest in Franchise, subsection (d)(1) is amended by adding: Washington Franchise Investment Protection Act Sec. 19.100.180 provides that FRANCHISOR may not require OPERATOR to waive or release rights under its franchise law.

4. Section 10, DEFAULT AND TERMINATION is amended by adding: Washington law provides at RCW 19.100.180-190 FRANCHISOR may terminate a franchise prior to the expiration of its term only for good cause. Good cause shall include, without limitation, the failure of the franchisee to comply with lawful material provisions of the franchise or other agreement between the FRANCHISOR and the franchisee and to cure such default after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty days, to cure such default, or if such default cannot reasonably be cured within thirty days, the failure of the franchisee to initiate within thirty days substantial and continuing action to cure such default: Provided, that after three willful and material breaches of the same term of the franchise agreement occurring within a twelve-month period, for which the franchisee has been given notice and an opportunity to cure as provided in the subsection, the FRANCHISOR may terminate the agreement upon any subsequent willful and material breach of the same term within the 12-month period without providing notice or opportunity to cure: Provided further, that FRANCHISOR may terminate a franchise without giving prior notice or opportunity to cure a default if the franchisee: (i) Is adjudicated a bankrupt or insolvent; (ii) makes an assignment for the benefit of creditors or similar disposition of the assets of the franchise business; (iii) voluntarily abandons the franchise business; or (iv) is convicted of or pleads guilty or no contest to a charge of violating any law relating to the franchise business. Upon termination for good cause, the FRANCHISOR shall purchase from the franchisee at a fair market value at the time of termination, the franchisee's inventory and supplies, exclusive of personalized materials which have no value to the FRANCHISOR; (ii) inventory and supplies not reasonably required in the conduct of the franchise business; and (iii), if the franchisee is to retain control of the premises of the franchise business, any inventory and supplies not purchased from the FRANCHISOR or on his express requirement; provided, that a FRANCHISOR may offset against amounts owed to a franchisee under this subsection any amounts owed by such franchisee to the FRANCHISOR.

5. Section 10.2, Voluntary Termination by OPERATOR is amended by adding: Washington law provides at RCW 19.100.220 that FRANCHISOR may not require OPERATOR to waive or release rights under its franchise law.

6. Section 13.10, Governing Law, is amended by adding: Washington law provides if any of the provisions of this Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington State Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document and the Agreement.

7. Section 13.11, Consent to Jurisdiction and Venue, ~~is amended by adding: Washington law provides in RCW 19.100.180 in any arbitration involving a Franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.~~ The Securities Administrator finds acceptable an arbitration agreement that provides for the site of arbitration either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. However, arbitration is governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

**ADDENDUM TO FRANCHISE LICENSE AGREEMENT
FOR THE STATE OF WISCONSIN**

This Addendum to Franchise License Agreement is made in recognition of the requirements of The Wisconsin Fair Dealership Law. The parties to the attached Servpro Industries, Inc. Franchise License Agreement (the "Agreement") agree as follows:

1. Section 13.10, Governing Law, ~~is amended by adding:~~ The Wisconsin Fair Dealership Law, Chapter 135, Wisconsin Statute, provides that it supersedes any provisions of the Agreement when such provisions are in conflict with that law. This law prohibits the termination, cancellation, non-renewal or substantial change of the competitive circumstances without good cause. Except in certain specified cases, the Wisconsin Fair Dealership Law requires that OPERATOR be given 90 days notice of termination with 60 days to cure.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

EXHIBIT B

ServproNET[®] POLICIES AND PROCEDURES AGREEMENT

~~TELEPHONE NUMBER AND DOMAIN NAME ASSIGNMENT AND POWER OF ATTORNEY~~



ServproNET[®]
Policies and Procedures Agreement



This AGREEMENT is entered into by and between **SERVPRO INDUSTRIES, INC.**, a Nevada corporation having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 (“We”, “Us” or “Our”) and _____ (“You”).

1. *ServproNET[®]* Policies and Procedures; Code of Conduct. *ServproNET[®]* 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[®]* participants. *ServproNET[®]* 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[®]* 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[®]* 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[®]* 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[®]*. 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[®]* 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[®]* 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*[®]. 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*[®] system to any unauthorized party. 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*[®] 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. 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 authorized 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 Website Program, 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.

6. **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. We may also advertise and promote Your Website without Your prior approval of any such advertising or promotion. 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.

7. **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.

8. **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.

9. **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*[®] 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*[®] 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*[®] system constitutes agreement to this notice.

10. **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® 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.

11. 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.

12. 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.

13. 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.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20____ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

EXHIBIT A
CODE OF CONDUCT

1. **Business Purposes.** The sole purpose for which You may access the *ServproNET*[®] 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*[®] 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*[®] 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

~~ServproNET[®] POLICIES AND PROCEDURES AGREEMENT~~

~~EXHIBIT D~~

SOFTWARE LICENSES

Software License Agreement

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is dated as of the date signed by Licensee and is between **Servpro Industries, Inc.** (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 reproduce, 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 Licensors 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 enure 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 Enurement. This Agreement and all of the covenants, conditions, rights, licenses and restrictions set forth in this Agreement will be binding upon and enure 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 d/b/a:

SERVPRO of _____

By: _____
Name

Date: _____

By: _____
Name

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 \$175.00 for the first sixty (60) months.

After the first sixty (60) months of the term of this Agreement, the monthly fee is \$108.00.

The number of months of the 60 month term of higher fee payments will be reduced as follows:

- a. For franchisees converting from ManagER, the number of months paid on the original ManagER software license.
- b. For franchisees entering into this Agreement as part of the acquisition of one or more existing Servpro franchises through a resale where the seller has a ManagER software license or a WorkCenter software license, the number of months the seller paid on the original software license.

For example, if a Licensee has already made timely and full payments under a ManagER software license for 72 months, that Licensee would automatically begin paying at the reduced amount when converting to a WorkCenter software license. As a further example, if a Licensee purchases a resale Servpro franchise where the seller paid on a WorkCenter software license for 54 months, the buyer would pay the higher fee for 6 more months.

Notwithstanding anything in the foregoing provisions, for Licensees who are parties to a Franchise License Agreement executed prior to 1986, the monthly license fee is \$158.00 per month in perpetuity.

Whenever any one of the required monthly payments has not been timely paid, Licensee agrees to pay Licenser 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.

Licenser reserves the right to and may change the software, the fees and/or services in this Agreement upon prior written notice to Licensee as Licenser may deem to be necessary or beneficial to Licensee or the system from time to time in its sole discretion. Licenser 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

~~EXHIBIT E~~

PERSONAL RESPONSIBILITY STATEMENT



PERSONAL RESPONSIBILITY STATEMENT



In this Personal Responsibility Statement, “We,” “Us” or “Our” means Servpro Industries, Inc. “You” means the Servpro franchisee (Operator) and its Owners (if applicable), as indicated at the end of this Statement. All capitalized terms not otherwise defined herein shall have the meaning as defined in the underlying Franchise License Agreement of even date. While considering the information contained in Our Franchise Disclosure Document (“FDD”) and other information obtained from visits and discussions with Us, with any of Our Distributors and with SERVPRO franchisees and/or former franchisees, We recommend that You consider the following factors in deciding whether to purchase a SERVPRO® franchise. We want You to understand that the purchase of a SERVPRO® franchise is a business decision, complete with risks associated with starting any business.

1. Establishment of New Business. The purchase of Our Franchise is primarily the purchase of a license to establish and operate a business under the SERVPRO® trademark and trade name. You must operate Your Franchise in accordance with Our pre-established business format. You understand that the creation and operation of a new business involves a number of business risks, which exist in connection with the purchase of any business. These business risks make the success or failure of Your Franchise subject to many variables, including Your skills and abilities, Your marketing and promotional efforts, the hours You work, competition, interest rates, the economy, inflation, operation costs and the marketplace. You understand and acknowledge that We cannot guarantee that Your Franchise will ever achieve profitability. You hereby acknowledge Your willingness to undertake these business risks.

2. Ability to Operate a SERVPRO® Franchise. The ability to operate a profitable SERVPRO® Franchise requires some level of business and management skills and the capability of providing good customer service. We stress that Our franchisees must provide excellence in customer service. How You treat Your customers is critical to the successful operation of Your Franchise.

3. Importance of Your Effort. Starting a business is a complicated undertaking and will require both a financial investment and a commitment of personal time to work at and on the business a substantial number of hours per week. Although We will provide assistance and advice, We cannot guarantee Your success as a SERVPRO franchisee. Your earnings and profits as a SERVPRO franchisee will depend upon Your own individual efforts in operating Your Franchise. Your failure to follow the system recommended by Us may have a negative effect on the profitability of Your Franchise.

4. Working Capital and Financial Requirements. In Our FDD, We have disclosed an ESTIMATE of the amount of working capital that You should have available to invest in the Franchise in the start-up phase of the operation of Your Franchise. However, no amount of investment can guarantee that You will have a profitable Franchise.

5. Pricing of Products and Services. Although We recommend methods to establish Your pricing, as an independent business owner, You must establish Your own pricing for products sold and services performed by Your Franchise. Should You elect to price products and services too low, You may adversely affect Your profit margin. Should You elect to set Your prices too high, You may lose business to Your competitors. On certain National Accounts and Select National Accounts, We 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 and Select National Accounts 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.

6. Training and Support. We produce and distribute various training materials, programs, manuals and newsletters to Our franchisees, and We facilitate the holding of local, area and/or national conferences and meetings, both in-person and electronically, in order to encourage networking and the exchange of ideas among Our franchisees for the purpose of promoting and making Your Franchise more productive. While We can make recommendations and suggestions on how to improve Your Franchise, it is up to You to avail Yourself of and use the information, ideas, recommendations and suggestions We provide.

7. Competition. Each of the services You provide are provided by others and new competitors may appear at any time within Your Territory.

8. Taxes, Fees and Governmental Regulations. Your Franchise is a business operation and will be required to pay all existing and any new taxes and fees imposed on businesses by governmental entities. Your Franchise will be subject to a variety of federal, state, and local laws and governmental regulations, including, without limitation, laws and regulations concerning health, safety, environmental matters, toxic and hazardous materials, privacy and use of customer data, compliance with the Americans with Disabilities Act (ADA), the Occupational Safety and Health Administration (OSHA) laws and regulations, the Equal Employment Opportunity (EEO) laws and regulations and any new or proposed legislation, such as health insurance and related programs. You understand that We cannot advise You with regard to any such laws and regulations, and that Our legal department cannot and does not provide you with legal advice.

9. Litigation and Liability Insurance. You may, from time to time, receive complaints from or be served with lawsuits by, customers alleging breach of contract or other misconduct resulting from Your operation of the Franchise. A number of our franchisees have been sued for mold related claims. This has occurred when franchisees performed water damage restoration services and the property owner alleged that it was done improperly. You are required to carry pollution liability insurance that covers these types of claims, and to name Us and our affiliates as additional insureds.

10. Renewal Option at End of Term. Your Franchise License Agreement gives You a license to operate a SERVPRO® Franchise for an initial term of five (5) years. At the end of the five (5) year term, if You have complied with the terms of the Franchise License Agreement, You may renew Your Franchise pursuant to the terms of your Franchise License Agreement. If We refuse to renew Your Franchise License Agreement because You have not complied with the Franchise License Agreement or if You choose not to renew Your Franchise License Agreement, You may be required to transfer and assign Your customer lists and Your telephone numbers to Us, and/or You may be prohibited from operating Your Franchise or any similar business that competes with Us or Our franchisees for a period of two (2) years in Your Territory.

11. Use of Independent Professional Advisors. We recommend that You consult with Your own independent advisors in order to satisfy Yourself concerning Your ability to establish and operate a profitable business, taking into account the amount of working capital You have available, Your anticipated debt service, Your monthly expenses and Your other financial obligations.

12. Application Materials. Our decision to grant You the Franchise was based to a significant degree, on the Request For Information form and other information and documents You submitted to Us during the time leading up to Your signing the Franchise License Agreement. You confirm that all information and documents You submitted to Us were complete and accurate when made and that there have been no material changes in that information or other changes in material circumstances, between the time of submittal and the date you signed the Franchise License Agreement.

13. Operator Entity. If the Operator under the Franchise License Agreement is an entity, each of You signing below confirm that: (i) You are an Owner or a duly authorized officer, general partner or manager (if a limited liability company), as applicable, with full power and actual authority to act for the Operator entity with respect to all matters covered by this Statement and the Franchise License Agreement; (ii) You have full power and actual authority to sign the Franchise License Agreement on behalf of the Operator entity; (iii) the Operator entity is legally and properly formed, and operating in compliance with all applicable laws, and is in good standing in the state of its formation; and (iv) all organizational documents for the Operator entity have previously been provided to Us, and such documents were complete and accurate.

14. Prior Contracts. If you have previously worked in Our industry, You may have entered into a contract with a former employer, business partner or another franchisor in our industry, which contract would have prevented you from lawfully entering into Our Franchise License Agreement due to a noncompetition clause or some other provision of the contract. You confirm that any such contracts that would have prevented You, and Operator entity if applicable, from entering into the Franchise License Agreement, have either expired or been lawfully terminated prior to your execution of the Franchise License Agreement, without You or Operator entity, if applicable, having breached any of such contracts to effect termination.

15. International Laws. The United States has enacted a variety of laws to ensure that foreign governments and terrorist groups do not launder money through United States businesses or otherwise improperly impact United States businesses. You confirm that: (i) You have had a full and adequate opportunity to be advised by legal counsel regarding the laws and regulations that prohibit unfair, fraudulent or corrupt business practices, including, without limitation, the United States Foreign Corrupt Practices Act and the International Money Laundering Abatement and Anti-Terrorist Financing Act, otherwise known as the Patriot Act; (ii) no governmental authority or body, official of an international organization, political party or official of any political party or candidate for public office has any direct or indirect ownership in the Franchise, or Operator entity if applicable, or any interest in the revenues or profits of the Franchise; (iii) neither You nor any other Owner of the Franchise, officer, director, manager, governor, employee or other person affiliated with the Franchise is named or will be named as “Specially Designated Nationals” or “Blocked Persons,” as designated by the U.S. Department of the Treasury’s Office of Foreign Assets Control; and (iv) neither You nor any Owner of the Franchise has acted, or will act, directly or indirectly on behalf of any governmental authority or body that is subject to an United States embargo.

16. FDD and Franchise License Agreement. You confirm that Our possession of a signed Receipt Page acknowledges that You received the FDD and its attachments, including the Franchise License Agreement, at least 14 days before you signed a binding agreement or made payment to Us or an affiliate of Ours in connection with the Franchise sale, with the following exceptions:

(i) in the State of Iowa, where the disclosure document was provided to you the earliest of: (a) the first personal meeting; (b) 14 business days before you paid any money; or (c) 14 business days before you signed any binding contract;

(ii) in the States of New York and Rhode Island, where the disclosure document was provided to you the earliest of: (a) the first personal meeting; (b) 10 business days before you paid any money; or (c) 10 business days before you signed any binding contract; and

(iii) in the State of Michigan, where the disclosure document was provided to you the earlier of: (a) 10 business days before you paid any money; or (b) 10 business days before you signed any binding contract.

You confirm that the date you wrote on the Franchise License Agreement is the actual date that you signed the Franchise License Agreement. You understand that the Franchise License Agreement governs Our relationship. You may have Your own independent advisors explain any terms of the Franchise License Agreement, which You do not understand. You acknowledge that You have had an opportunity to do so.

17. No Representations of Earnings or Profits. We have a policy of not making any earnings claims to persons interested in purchasing a SERVPRO® Franchise. Instead, We encourage You to contact existing SERVPRO franchise owners and inquire about their respective business volumes and income levels. You acknowledge that Your decision to enter into this business relationship with Us is not based upon any written or oral representations, assurances, warranties, guarantees or promises made by Us and/or any of Our Distributors and/or anyone else as to the likelihood of success of the Franchise. You further acknowledge that You have not received any information from Us and/or any of Our Distributors and/or anyone else concerning actual, average, projected or forecasted franchise sales, profits, earnings, or expenses, other than the information contained in Our FDD. You further acknowledge that You have not been offered a “side deal” or promise or commitment that contradicts, expands upon or is inconsistent with Our FDD, the Franchise License Agreement or any Addendum or Amendment. To ensure that Our policies have been carried out, please completely note any exceptions here:

(If none, prospective franchisee shall write "NONE" in his/her own handwriting.)

18. Acknowledgment. If any earnings claim, financial performance representations or “side deals” have been made to You by any person associated with Us, please contact Our General Counsel immediately at (615) 451-0200. Otherwise, by signing below, You hereby indicate that You FULLY UNDERSTAND AND ACCEPT ALL OF THE BUSINESS RISKS described above and all other risks that may affect Your ability to profitably operate Your SERVPRO® Franchise; ~~provided, however, the foregoing representations are not intended to, and they shall not act as a release, estoppel or waiver of any liability under the Illinois Franchise Disclosure Act or the Maryland Franchise Registration and Disclosure Law. Any questions or doubts which You have about Us or the Franchise License Agreement are stated as follows:~~

By Your signature below, You represent, warrant and certify that the above statements are true and accurate.

Signature, Individually and on behalf of [entity]

Signature, Individually and on behalf of
[entity]

Signed this _____ day of _____, 20____.

ACCEPTED BY SERVPRO this _____ day of _____, 20____.

SERVPRO INDUSTRIES, INC.

By:_____
Randall A. Isaacson, President

EXHIBIT E

~~EXHIBIT F~~

**TERRITORIAL POLICY ACKNOWLEDGEMENT
AND TERRITORIAL POLICY**



TERRITORIAL POLICY ACKNOWLEDGMENT



In this Territorial Policy Acknowledgment, “We,” “Us” and “Our” means Servpro Industries, Inc. 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.

Signed this _____ day of _____, 20____.

OPERATOR:

By: _____

By: _____

SERVPRO INDUSTRIES, INC.

TERRITORIAL POLICY

25003

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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, 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 Declaration - The method by which all OPERATORS in a Trainership establish the amounts of Referral Fees, Estimating Fees and Territory Commissions each OPERATOR will pay and/or receive from other OPERATORS in the Trainership. (see Section 9.)~~
- 2.65 Direct Work - Any work not defined as Insurance Work or Sub-contract Services (generally cleaning). 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.
- 2.76 Director - A person licensed by FRANCHISOR to provide certain services to OPERATORS and Trainers. Trainers and Directors are also referred to as Distributors.
- 2.87 Estimating Fee - A fee of up to 5% paid by one OPERATOR to another OPERATOR for performing an estimate, scope or survey on Insurance Work when another OPERATOR performs the production work.

- | 2.98 Franchise Business Consultant - A person who serves the same function as a Trainer Distributor, but is employed by FRANCHISOR, or a General Trainer or Director.
- | 2.409 Franchise - The business operated by an OPERATOR pursuant to a Franchise License Agreement using FRANCHISOR's Marks and the Servpro System.
- | 2.4410 Initial Contact - The OPERATOR who generates and receives a lead for Insurance Work. (See Appendix BA.)
- | 2.4211 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 BA.)
- | 2.4312 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.
- | 2.4413 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.
- | 2.4514 Open Territory - Any territory that is outside the Operating Territory of any OPERATOR.
- | 2.4615 Operating Territory - Any territory which is assigned and licensed to an OPERATOR.
- | 2.4716 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.
- | 2.4817 Production Office - The OPERATOR who produces Insurance Work as a result of a referral from an Initial Contact.
- | 2.4918 RAM Program - A Regional Accounts Manager Program authorized by FRANCHISOR.
- | 2.2019 Referral Fee - A fee of up to 5% retained by the Initial Contact for referring Insurance Work to a Production Office.
- | 2.2420 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.
- | 2.2221 Servpro Marketing Manager ("SMM") – Manages and implements the Servpro marketing program and supervises sales and marketing staff.

- | 2.2322 Servpro Marketing Representative (“SMR”) – Performs all aspects of marketing and sales of Servpro System Services.
- | 2.2423 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 or other customer contact to promote services. 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.
- | 2.2524 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.)
- | 2.2625 Territory Commission - A commission of up to 5% paid from one OPERATOR to another OPERATOR for performing Insurance Work in the other OPERATOR’s Operating Territory.
- | 2.2726 Trainer Distributor - The person who provides training and support services to OPERATORS as assigned by FRANCHISOR.
- | 2.2827 Trainership - The geographic area licensed to a Trainer Distributor or managed by a Franchise Business Consultant.

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. 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 and exchanges 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 or exchange 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 and exchanges 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 BA.)

- 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. 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 Any Internet advertising and listings in cell phone directories, when available, need prior written approval from the Legal Department of FRANCHISOR. As a general rule, local Internet directories, such as Chambers of Commerce sites, will 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 included in the advertising area in order to extend them the opportunity to participate in the advertisement on a cooperative or cost-sharing basis. Email solicitations may only be conducted in compliance with applicable law and only where OPERATOR can verify that the emails are being sent to addresses in OPERATOR's Territory or Open Territory.

OPERATORS are permitted to make use in any internet or electronic advertising, 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. All internet or electronic advertising must be directed to customers located within the OPERATOR's Operating Territory if possible. OPERATORS are required to-;

(a.) 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;-;

(b.) 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.

~~3.6~~ OPERATOR agrees to 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 and marketing, including, without limitation, search engine marketing. These policies and requirements may include, without limitation, using only approved marketing and advertising firms and paying their associated fees.

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 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 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. Operators may not park their vehicles permanently or semi-permanently in another OPERATOR'S Operating Territory in any location other than their business location and only as stated in this section. Operators must have their business location within their Operating Territory.

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.

~~3.93.9~~ 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. 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.

3.10 Service Contracts for Work Outside of OPERATOR's Operating Territory – If requested by a ~~business within OPERATOR's Operating Territory~~customer, OPERATOR may enter into an agreement with that ~~business~~customer to provide ~~service for that business~~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 licensed to Servpro Industries, Inc. 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~~ 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.

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 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.

3.18 Networking Groups. ~~OPERATORS may not attend meetings of Networking Groups held outside of their territory.~~ 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 agreement 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.
- 3.20 OPERATOR agrees not to employ or seek to employ, either directly or indirectly, any person who is at that time (or within the previous six (6) months) was employed by FRANCHISOR or by any other SERVPRO Franchisee or Distributor without the prior express permission of such employer, or otherwise directly or indirectly induce any such employee to leave his or her employment. Further, OPERATOR agrees to include such a provision in employment agreements with all of its employees.

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 BA.) 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 ~~or the Trainer/Director~~ may determine that an Agent should be treated as an Adjuster; and
 - b. 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 Trainers before soliciting Select National Accounts or Commercial Accounts Agents in another OPERATOR'S Operating Territory; Trainers must obtain written confirmation from their Field Operations Manager. Approval will only be granted when proper consulting regarding SMRs has been properly documented in writing -to the franchisee by their Director or Trainer. 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 ManagER or Marketing WorkCenter. OPERATORS shall cease- doing so upon further written confirmation from their Trainer or from FRANCHISOR. Solicitation must be approved in advance by the Distributor.

- c. 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 ManagER or Marketing WorkCenter and verified in writing by their Trainers, 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 Trainers or Directors, in writing, with a copy to the Operations Manager at Servpro and may only continue for twelve (12) months, but may be renewed or terminated with the written permission of the Trainer. This must be discussed with and approved in writing by the Operations Manager. The Trainer must document their intentions by using the Solicitation Approval Form, attached as Appendix ~~CB~~ 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 ManagER Marketing Center or Marketing WorkCenter, Servpro's Marketing Services Center available on *ServproNet*, Route Sales Program, Bulletins and manuals. This requirement does not apply to newly licensed territories where the Operator has been in business for less than twelve (12) months or the territory which Operator intends to solicit is located outside of the Trainership or Directorship in which their Operating Territory is located.

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.
- 4.4 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 National Call Center. An owner of the franchise does not qualify to be an SMR.

Section 5. Trainer Invoice Copy Requirement.

- 5.1 OPERATORS must send the Trainer invoice copies to their assigned Trainer at the same time the green invoice copies and royalty reports are sent to FRANCHISOR. FRANCHISOR reserves the right to require invoices to be sent by hard copies, electronically, QuickBooks and/or retained by OPERATOR in the event of audit. The Trainer invoice copy shall list the same information required on all invoices, including customer name, address, zip code, job location (if the job location is not the customer's address, the job location is also to be clearly identified), telephone number, Insurance Company and any Adjuster or Agent name. OPERATORS must check the box labeled "outside territory" on each invoice identifying all work performed outside their Operating Territories.
- 5.2 Trainers are required to review Trainer invoice copies each month.
- 5.3 When a Trainer is functioning in the capacity of an OPERATOR, any Trainer invoice copies for work performed by the Trainer's Franchise shall be sent to the Trainer's assigned Director and the Director shall review the Trainer invoice copies each month.

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, ~~or Territory Commissions~~ 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, ~~or Territory Commission~~ on Direct Work, the written agreement between them will govern the dispute. If there is no written agreement, no Referral Fee, or Estimating Fee, ~~or Territory Commission~~ 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, the Trainer that services the area in question, or FRANCHISOR to determine in whose Operating Territory a job is located.
- 7.2 ~~When an Initial Contact receives a referral for Insurance Work located in another OPERATOR's Operating Territory, FRANCHISOR encourages the Initial Contact to refer the entire job to that OPERATOR, subject to the exceptions contained in Section 7.7. 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 job is referred, the Initial Contact must make sure the job is referred first to the OPERATOR in whose Operating Territory the job is located, if qualified, regardless of who performs the estimate.~~ 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 the Trainer, 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 Subject to Section 9.4, if the Initial Contact does not refer the job to the OPERATOR in whose Operating Territory the job is located, and the territory commission declaration applicable to the initial contact is greater than zero, the Initial Contact is required to pay the Territory Commission to the OPERATOR in whose territory the job is located. The Initial Contact may only refer work out to another OPERATOR or Subcontractor that meets FRANCHISOR's criteria. This section applies when both OPERATORS are located in the trainership.~~

~~7.4 The Production Office must meet the time limits contained in Section 7.77.3. If this does not occur, the Initial Contact may refer the job to any other OPERATOR and no Territory Commission is due.~~

7.5 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; provided, however, this exception does not apply to work being performed outside the Trainership in which the OPERATOR is located.
- 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. If the Production Office does not perform the estimate, and the estimate is accepted, the OPERATOR for the Operating Territory shall be given the first opportunity to perform the production work if the job is referred.~~
- ed. 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.
- fe. Monitor the Production Office's job performance.
- gf. 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.

hg. 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.

ih. 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.

7.64 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 ~~without being obligated to pay a territory commission.~~
- 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.

~~7.7 Following are exceptions which will override the Annual Trainership Declaration:~~

- ~~a. The Initial Contact has a letter from FRANCHISOR stating a probationary period has been implemented as to the other OPERATOR. This is generally done to enforce and promote quality control by Franchises for the benefit of customers and give the Trainer the opportunity to work with the OPERATOR in order to cure the problem.~~

1. ~~The Trainer must have documentation of specific problems experienced with the OPERATOR. The Trainer shall provide written documentation to FRANCHISOR specifying the problems to be addressed, a recommendation as to how they can best be addressed and a recommended time (a probationary period) within which to accomplish them. If the problems involve a Trainer, this information is furnished to the Director or FRANCHISOR. If the problems involve a Director, this information is furnished to FRANCHISOR.~~
2. ~~Each OPERATOR in the Trainership will be notified by FRANCHISOR of any probationary period for the OPERATOR in question. During a probationary period, the OPERATOR will be excluded from receiving work from other OPERATORS, National Accounts or Commercial Accounts until such time as the problem has been cured to the satisfaction of FRANCHISOR and/or the customer or insurance personnel. Until further notice from FRANCHISOR, no work is to be referred to this OPERATOR.~~
3. ~~During this probationary period, no Territory Commissions are due this OPERATOR for work performed within the Operating Territory by other OPERATORS.~~
- b. ~~The Initial Contact receives Insurance Work which is too large for the Production Office to handle in a timely fashion.~~
 1. ~~The Initial Contact should contact the Trainer assigned to the OPERATOR in whose Operating Territory the job is located in order to obtain permission to refer less than the entire job.~~
 2. ~~Under the Trainer's direction, the Initial Contact shall give the Production Office an opportunity to perform as much of the job as can be handled with its own personnel in a timely fashion.~~
 3. ~~The OPERATOR in whose Operating Territory the job is located is required to pay Referral and Estimating Fees to the Initial Contact (see Section 9), associated with the amount of the job that OPERATOR produced.~~
 4. ~~The Initial Contact may produce the portion of the job not referred to the OPERATOR in whose Operating Territory the job is located, subject to the following: The Initial Contact shall pay the OPERATOR in whose Operating Territory the job is located a Territory Commission equal to the difference between 5% of the gross volume associated with this job produced by other OPERATORS, excluding Sub contract Services and one half of the gross amount of work referred to that OPERATOR to produce, not to exceed 5% of the gross volume less Sub contract Services. This Territory Commission requirement will override any Territory Commission arrangement covered in Section 9 for this individual job only.~~
 5. ~~If there is disagreement between OPERATORS regarding what constitutes a job "too large" for the Production Office, the following guide should be used: A job is designated as being too large for a Production Office to handle if it exceeds 20% of the prior 12 months reported insurance volume; provided, however, for a~~

~~New OPERATOR, “too large” is the greater of 20% of the prior 12 months insurance volume or \$25,000.~~

- ~~6. The remaining work shall be performed by other OPERATORS selected by the Initial Contact. In such cases, each Production Office will pay royalties on their production work.~~
- ~~c. An Adjuster requests that the Initial Contact perform work in the territory of another OPERATOR because the Adjuster does not want the other OPERATOR to do the job. If the Initial Contact confirms in writing to the Initial Contact’s Trainer before starting the job that the Adjuster has made this request, the Initial Contact may perform the work or refer the work to another OPERATOR and no Territory Commission will be due to the Operator in whose Operating Territory the work is located.~~
- ~~d. If an insurance company establishes a written vendor program or preferred vendor list with FRANCHISOR that contains specific requirements an OPERATOR must follow in order to receive work and an OPERATOR does not meet those requirements or is not on the list or is otherwise excluded from receiving the work from the insurance company, other qualified OPERATORS may perform work from the insurance company in the Operating Territory of that excluded OPERATOR and no Territory Commissions will be due until further notice.~~

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 or the Trainer for the area where the job is located 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 within the Trainership where the work is performed. If the work is produced outside the boundaries of any Trainership, the work may be reported under the Franchise in closest proximity to the work.

Section 9. ~~Trainership~~Referral Fees, Estimating Fees and Territorial Commissions and Annual Declaration.

- ~~9.1 The Referral Fee, Estimating Fee and Territory Commission are covered by an annual Declaration for each Trainership. (see APPENDIX A.) These fees and commissions are calculated by multiplying the appropriate percentage by the total amount collected from the customer or insurance company for services rendered. Subcontract services are not subject to fees and commissions.~~

9.2 ~~Each of the~~¹ ~~Any Referral Fee and/or Estimating Fee or Territory Commission~~ is negotiable between individual franchises pursuant to a written signed agreement up to the following maximum percentages:

Referral Fee	5%
Estimating Fee	5%
~~Territory Commission~~	~~5%~~

~~Provided, however, the following default amounts apply in the absence of either a Declaration to the contrary, or a written agreement between franchisees in accordance with this Section 9.2:~~

~~Referral Fee~~	~~0%~~
~~Estimating Fee~~	~~0%~~
~~Territory Commission~~	~~0%~~

9.3 ~~Each Trainer must conduct a Trainership wide declaration meeting each year. The Trainer must send a notice to all Franchises in the Trainership at least 2 weeks before the meeting. OPERATORS are encouraged to personally attend the meeting and sign the Declaration Form. An OPERATOR who is unable to attend the meeting can declare via proxy by sending a signed written confirmation of Declaration preference to the Trainer. Each Operator is entitled to one vote for each License owned within the Trainership. A vote of 2/3rds or more of the Franchises in the Trainership will determine the Declaration for the entire Trainership. An OPERATOR who owns multiple Franchises, but has a single Primary Place of Business must vote the same on all Declarations if any of the Franchises are in different Trainerships. OPERATORS that do not either attend the Declaration meeting or vote by proxy are bound by a 2/3rds majority Declaration.~~

9.4 ~~An OPERATOR who attended the declaration meeting and signed the Declaration Form may elect out of the Declaration and have the lower of the default amounts set forth in Section 9.2 or the Trainership's Declared amounts apply, subject to the qualifications herein and those set out in Sections 7 and 12.3. Any OPERATOR electing out of the Declaration in a given Trainership must elect out: (i) of all Franchises within the Trainership for which the OPERATOR has an ownership interest; and (ii) for all the Trainership's Declarations with respect to the Referral Fee, Estimating Fee and Territorial Commissions. To make the election, OPERATOR must notify the Trainer in writing within 5 days after the meeting, stating OPERATOR's intent to elect out of the Declaration and be bound by the lower of the Declared amounts or the default amounts. If the election is made in a timely manner, it will apply to Referral Fees, Estimating Fees and Territory Commissions received from and paid to other Franchises in the Trainership.~~

9.5 ~~Each Trainer must send a notice to all franchises with the final Declaration results as it applies to all Franchises and OPERATORS in the Trainership.~~

9.6 ~~The Declaration Form attached as APPENDIX A is to be used to document declared commissions within a Trainership. The Trainer must notify all OPERATORS each time there is a change in the Declaration.~~

9.7 ~~Any Trainership without a Declaration on file at FRANCHISOR by January 15 of each year must use and will be bound by the default provisions of Section 9.2, subject to the qualifications in Sections 7 and 12.3.~~

~~9.8 All Franchises and OPERATORS in the Trainership are bound by the Declaration through the end of the following year.~~

~~9.9 An exception applies to Territory Commissions for New OPERATORS for the first 12 months.~~

9.2 Any New OPERATOR is automatically entitled to receive a 5% Territory Commission from any OPERATOR producing work in the New OPERATOR's Operating Territory subject to the qualifications found in ~~Sections 7 and~~ Section 12.3 of Territorial Policy.— Any New OPERATOR must pay Territory Commissions of 5% for work produced in other OPERATOR's Operating Territory ~~regardless of the Trainership Declaration in effect;~~ provided, however, a New OPERATOR may elect out of this mandatory Territory Commission arrangement during the first 12 months by providing the Trainer with written notification. —This mandatory Territory Commission arrangement does not apply across Trainership boundaries.

The following are exceptions which will override this Territory Commission:

a. The Initial Contact has a letter from FRANCHISOR stating a probationary period has been implemented as to the New OPERATOR. This is generally done to enforce and promote quality control by Franchises for the benefit of customers and give the Trainer the opportunity to work with the OPERATOR in order to cure the problem.

b. An Adjuster requests that the Initial Contact perform work in the territory of the New OPERATOR because the Adjuster does not want the New OPERATOR to do the job. If the Initial Contact confirms in writing to the Initial Contact's Trainer before starting the job that the Adjuster has made this request, the Initial Contact may perform the work or refer the work to another OPERATOR and no Territory Commission will be due to the Operator in whose Operating Territory the work is located.

c. If an insurance company establishes a written vendor program or preferred vendor list with FRANCHISOR that contains specific requirements an OPERATOR must follow in order to receive work and the New OPERATOR does not meet those requirements or is not on the list or is otherwise excluded from receiving the work from the insurance company, other qualified OPERATORS may perform work from the insurance company in the Operating Territory of that excluded OPERATOR and no Territory Commission will be due until further notice. These fees and commissions are calculated by multiplying the appropriate percentage by the total amount collected from the customer or insurance company for services rendered. Subcontract services are not subject to fees and commissions.

d. OPERATORS may desire to verify the amount of Territory Commissions that may be due from other OPERATORS. Upon written request, OPERATORS may review other OPERATORS' invoices by requesting a meeting with their Trainer to review copies of the invoices or by visiting FRANCHISOR's offices. The Trainer is responsible for providing invoice copies, which are furnished for review only. An OPERATOR is not permitted to copy invoices of another OPERATOR. If copies are not available at the Trainer location, copies can be provided to the Trainer from FRANCHISOR and Trainer must pay FRANCHISOR at the then-current photocopy charge. In no event will invoices more than 3 years old be made available for review. ~~9.10 If the Trainership Declaration for the previous two years has not changed and the Territory Commission has been zero (0), the Trainer is not required to hold a Declaration Meeting. In this case, the last declaration on file with Franchisor will apply for the current year. Any Associate in the~~

~~Trainership may request a Declaration Meeting. The Associate must “carbon copy” the written request to a Corporate Field Operations Manager. In the event an Associate requests a Declaration Meeting, the Trainer must follow Sections 9.3, 9.5, 9.6 and 9.9.~~

~~OPERATORS performing work in another Trainership will be bound by the lower of the declared amounts of the Trainership where the work is performed and default provisions of Section 9.2, subject to the exceptions set out in Sections 7 and 12.3.~~

Section 10. Billing, Deduction of Referral and Estimating Fees, Payment of Territory
Commissions 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 a Referral Fee and an Estimating Fee for performing the estimate. See Section 9 for information on fee amounts. 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, ERnet fees, and Alacrity-type program fees.
- ~~10.6 If the Initial Contact performs Insurance Work in another OPERATOR's territory, any Territory Commission due (excluding Sub-contract Services) shall be paid within 10 days of receipt of payment. The Initial Contact shall include a copy of the invoice with the Territory Commission. The Initial Contact is not obligated to pay Territory Commissions until the Initial Contact has been paid. If the Initial Contact receives a partial payment, a prorated payment shall be made. The Initial Contact will pay royalties on the entire job.~~

10.710.6 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 7th 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.

10.87 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 Trainer 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 Trainer of the reservicing charge.
- c. The amount of the reservicing charge may not be in excess of 35% of the job, unless the Trainer 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 BA.)

11.5 The Initial Contact should notify the Trainer 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 Trainer. If substandard work continues, the Trainer should communicate in writing to FRANCHISOR the problems encountered, the steps taken to date to correct the problem and a recommendation for further training by FRANCHISOR. If this does not resolve the problem, then 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 Industries, Inc. must be named as an additional insured on your CGL and pollution liability policies. SERVPRO Industries, Inc. 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 and if FRANCHISOR notifies Trainer of this failure, Trainer shall inform the other OPERATORS in the Trainership that they should not refer work to the non-complying OPERATOR and no Territory Commissions will be due. 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, Commercial Accounts, Catastrophic Losses and Zip Code Assignments.

- 13.1 National Account, Select National Accounts and Commercial Account 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. In such event, the terms of the individual programs as designated by FRANCHISOR shall apply, may differ significantly from this Territorial Policy and any such 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-busts, 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 Servpro Mobilized Associate Response Teams ("SMART") to service large commercial losses within Distributorships;
 - c. Establishing Large Loss Response Teams ("LLRT") to handle large commercial losses around the country, generally between \$50,000 and \$750,000. 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 manage such referred losses for compliance with those pre-arranged criteria. Participating, qualified Franchises will be required to work under the terms of a participation agreement;
 - d. 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 CLLD. A Franchisee may bring in an ERT member to deal with increased volume (too large for their capacity, but they want to produce the loss); or the ERT may work outside of their Operating Territory at the request of Servpro'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 Franchisor's Large Loss Division.

In such events, the terms of the individual programs, as designated by Servpro, will apply, may differ from the terms of this Territorial Policy and any such terms will govern. Franchisor will encourage the use of the local franchise 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 franchise ~~or to assist in doubling capacity, assisting another franchisee with an individual loss for a specific client, or working with a~~ Servpro Storm Site manager pursuant to a written participation agreement;
- b. Authorized by Franchisor's Large Loss Division 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, ~~then~~ OPERATOR must contact Franchisor's Large Loss Division via telephone and email. If OPERATOR is unable to establish personal phone contact, OPERATOR must report via email. 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.

13.34 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 zip codes or other designated geographical markers 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. This process may be modified from time to time in FRANCHISOR's sole discretion. If qualified, all jobs located in an OPERATOR'S territory are assigned to that OPERATOR. Trainers are responsible for assigning open area zip codes in their Trainerships 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 the assigned Trainership boundaries, within four hours may be given the opportunity to service such open territory zip codes. The Trainer is responsible for assigning open area zip codes in their Trainership.
- b) Open area zip codes that border only one OPERATOR territory are assigned to the bordering OPERATOR, provided the OPERATOR 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 assigned Trainer with agreement of all affected OPERATORS. If the OPERATORS and Trainer involved cannot come to an agreement, the Trainer will assign the open area zip codes in accordance with FRANCHISOR's policies and with the approval of FRANCHISOR, subject to Sections 13.45, 13.56 and 13.67 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.

The Trainer has authority to assign open area zip codes only within their assigned Trainership boundaries in accordance with this Section of Territorial Policy. Zip codes for open territories outside of any assigned Trainer's area must be requested in writing to the SERVPRO Field Operations Division Manager.

- 13.45 In the event any OPERATOR in the Trainership does not agree with the Trainer's open area assignments, a lottery type drawing will be used to assign open area zip codes. Only OPERATORS qualified for National Accounts ~~and~~ Select National Accounts and have at least one SMR per Operating Territory may request a lottery. This lottery drawing will take place on an annual basis each December. All such requests must be received by the Trainer no later than November 15th of each year. In the lottery process, the Trainer is responsible to make sure only one Operator is assigned to each open area zip code.
- 13.56 All OPERATORS must be notified two weeks in advance of the December zip code drawing meeting time. The new assignments will be effective January 1st of each year and are to be provided to the SERVPRO National Call Center prior to December 24th.
- 13.67 The lottery will be held in the following manner:
- a) All open area zip codes are written on an individual piece of paper and placed in a container.
 - b) In alphabetical order, by last name, each OPERATOR will draw an unassigned open area zip code until all are distributed. Franchises are able to exchange zip codes among themselves for one hour after the conclusion of the lottery.

Any franchise that is unable to service all Call Center referrals within FRANCHISOR's 1-4-8 service guidelines will be subject to having open area zip codes reassigned by Trainer. This provision does not apply in the event Servpro identifies a Servpro Storm Site.

- c) After the lottery and any exchange of zip codes among the OPERATORS, each number is noted with the OPERATOR name and provided to the Trainer. The Trainer will summarize the assignments and submit the Zip Code Assignment Form to the SERVPRO National Call Center with a copy to all OPERATORS.

New OPERATORS placed into a Trainership 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 their franchise until the next scheduled lottery.

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 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.

~~When the Trainership Declaration is greater than zero for any OPERATOR in the Trainership, the following applies:~~

- 14.3 OPERATORS are required to pay fees and commissions to other OPERATORS when due. OPERATORS are provided a monthly report from their Trainer which summarizes, to the best of the Trainer's ability, Insurance Work performed by an OPERATOR in the Operating Territories of other OPERATORS. This report notifies OPERATORS that Insurance Work may have been produced in their Operating Territories by another OPERATOR and there may be amounts due them. Each OPERATOR is responsible for collecting any commissions due from other OPERATORS. OPERATORS have 30 days from the date Trainer reports are issued or they are otherwise made aware that another OPERATOR has performed a job in their Operating Territory to notify their Trainer that they have been unsuccessful in collecting amounts which have been confirmed due. The OPERATOR requesting payment of unpaid Territory Commissions must provide the Trainer with a copy of the letter requesting payment sent to the OPERATOR that owes Territory Commission. If this communication is not made in writing within 30 days, OPERATOR gives up its right to receive fees and/or Territory Commissions on that job.
- 14.4 If Trainer invoice copies are required under Section 75 and not submitted on a timely basis, the Trainer may, with FRANCHISOR's prior written approval, revoke OPERATOR's right to receive work from National Accounts, Select National Accounts and Commercial Accounts and from other OPERATORS and also halt the payment of Territory Commissions otherwise due to OPERATOR. Trainer may also revoke OPERATOR's privilege to solicit outside OPERATOR's Operating Territory.
- 14.5 If an OPERATOR is required under Section 75 and fails to send Trainer invoice copies, the Trainer may ask FRANCHISOR to make copies of invoices and royalty reports for Trainer. The photocopying will be charged to the delinquent OPERATOR at the then-current rate charged by FRANCHISOR. OPERATOR's refusal or failure to furnish Trainer invoice copies is a default under many Franchise License Agreements.
- ~~14.6 OPERATORS may desire to verify the amount of Territory Commissions that may be due from other OPERATORS. Upon written request, OPERATORS may review other OPERATORS' invoices by requesting a meeting with their Trainer to review copies of the invoices or by visiting FRANCHISOR's offices. The Trainer is responsible for providing invoice copies, which are furnished for review only. An OPERATOR is not permitted to copy invoices of another OPERATOR. If copies are not available at the Trainer location, copies can be provided to the Trainer from FRANCHISOR and Trainer must pay FRANCHISOR at the then-current photocopy charge. In no event will invoices more than 3 years old be made available for review.~~
- 14.7 For review periods requested in excess of 12 months, the OPERATOR requesting the review must compensate the person performing the review at the rate of \$25 per hour. This amount is required to be paid in advance of the review based on estimated time required to perform the review. If actual review time exceeds the estimate, an additional payment will be required to continue the review.
- 14.8 The possibility that OPERATORS may be entitled to receive fees and/or commissions does not excuse OPERATORS from their obligations under this Territorial Policy to pay fees or commissions to other OPERATORS. If an invoice audit is requested, simultaneous audits will ordinarily be conducted on the invoices of the Franchises whose payment of fees or commissions

is being questioned as well as the Franchise(s) of the OPERATOR requesting the audit. If, during this review, it is determined there are unpaid fees and/or commissions owed by the OPERATOR requesting the review, the review will be denied or stopped. The reviewer is to contact FRANCHISOR for a final determination as to whether or not the review is to be permitted to continue. If the review is canceled or denied due to the discovery that the requesting OPERATOR owes and has not paid Territory Commissions due other Franchises, there will be no fees or Territory Commissions due this OPERATOR from other OPERATORS for any prior periods and for the duration of the current ~~Declaration~~ period.

14.97 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.

14.108 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.

14.149 If any OPERATOR violates this Territorial Policy by failing to report and pay any Referral Fees, Estimating Fees or Territory Commissions as required by this Territorial Policy, FRANCHISOR may deny Convention Allowance for the reporting month in question. In addition, in the event of such a violation, 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, costs of administration of this Territorial Policy, inspection and supervision of actions resulting from or required to remedy violations of this Territorial Policy. Accordingly, each OPERATOR agrees that, if so elected by Franchisor, it shall pay to FRANCHISOR, as liquidated damages, and not as a penalty or forfeiture, a sum of up to 2 times the amount due as a result of OPERATOR's failure to report and/or pay such fees. OPERATOR agrees that this amount is a reasonable estimate of FRANCHISOR's actual damages and is a just and reasonable sum under the circumstances.

14.1210 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 Trainers 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 Trainers and follow their instructions. In the event OPERATORS feel Trainers' instructions are not consistent with this policy, OPERATORS are to contact their Operations Managers 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 Trainers. Trainers should direct any questions or issues they cannot resolve to FRANCHISOR's Legal Department. Administrative decisions of Trainers may also be appealed to FRANCHISOR. FRANCHISOR'S interpretations of this Territorial Policy and its review of administrative decisions and other decisions are final.



Declaration Form

Referral Fees, Estimating Fees and Territory Commission For the 12 Month Period Beginning January 1, _____

Of _____
Trainership/Directorship

Franchise Name and Owner's Signature	Fee and/or commissions due for Insurance Work my office performed in another franchise territory and Insurance Work other franchises perform in my territory.		
	Referral Fee % (maximum allowable- 5%)	Estimating Fee % (maximum allowable 5%)	Territory Commission % (maximum allowable 5%)
SERVPRO® of _____ Signature _____			
SERVPRO® of _____ Signature _____			
SERVPRO® of _____ Signature _____			
SERVPRO® of _____ Signature _____			
SERVPRO® of _____ Signature _____			
SERVPRO® of _____ Signature _____			
SERVPRO® of _____ Signature _____			
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SERVPRO® of _____ Signature _____			
SERVPRO® of _____ Signature _____			
SERVPRO® of _____ Signature _____			
SERVPRO® of _____ Signature _____			

This form is to be used to declare Franchise intentions regarding fees and compliance.

The form is to be completed by each Franchise license in the Trainership. 2/3rds of the Franchise licenses declaring the same percentages will create a Trainership wide Declaration. Franchise license holders are to complete their SERVPRO® of name, list their % of declaration for each franchise owned and pass the form to next owner. Multiple license owners with one Primary Place of Business will be required to vote the same Declarations in the event they own licenses which are located in different Trainerships. In the event 2/3rds of the Franchise licenses do not consistently declare, the following apply: Referral Fee 0%, Estimating Fee 0%, and Territory Commission 0%.

APPENDIX BA

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 ~~BA~~ 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.

- 3.19 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 building 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 and the Trainer.

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 or its Trainer or Director, with FRANCHISOR's written approval, 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 and no Territory Commissions are due to SERVPRO® of B for the work performed for XYZ Insurance Company in SERVPRO® of B's Operating Territory 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 Trainer 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. However, for the portion of the job that does not require a contractor's license, a Territory Commission will be due to SERVPRO® of B on that portion of the job provided a Territory Commission is in effect for the Trainership.

- 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 ScanER or 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 C

SOLICITATION APPROVAL FORM

Pursuant to Section 4.2 of Servpro's Territorial Policy, I am authorizing Servpro of _____
_____ to solicit Centers of Influence located in your territory for Servpro of
_____.

Based on my 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 Industries, Inc.'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 Industries, Inc.'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.

[Trainer]

cc: Servpro franchise being granted permission
Operations Manager, Servpro Industries, Inc.
Operator File

EXHIBIT F

~~EXHIBIT G~~

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 Industries, Inc. ("Servpro"), a Nevada Corporation, 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 (3rd) month following execution of a Franchise License Agreement by the President 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.

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 the payment in question.

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 contained herein, 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 hereunder) 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 judgment; appointment of a receiver; issuance of a right of attachment; order of garnishment or subpoena in supplementary proceedings, execution or other similar process; assignment, mortgage or pledge of accounts receivable or other 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 responsibility of the undersigned becomes impaired or unsatisfactory to the holder; any of the undersigned commits a material breach of any agreement with Servpro Industries, Inc., or ceases to be a franchisee or distributor of Servpro Industries, Inc.; or failure to pay any financial obligation whatsoever owing to Servpro Industries, Inc. 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 Industries, Inc.; or should the undersigned default under any Franchise License Agreement or any other obligation to Servpro Industries, Inc. 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 never 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.

[Operator]:

By: _____
Signature, Individually and on behalf of [entity]

Date

By: _____
Signature, Individually and on behalf of [entity]

Date

SECURITY AGREEMENT

SECURITY AGREEMENT ("Security Agreement") dated _____, 201520, executed by

(individually and collectively, if more than one, "Debtor"), in favor of SERVPRO INDUSTRIES, INC., a Nevada corporation with its principal place of business located in Gallatin, Tennessee (sometimes herein called "Servpro," "Secured Party" or "Franchisor"). 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 and Training and Distribution Agreements executed by Debtor and Secured Party as Franchisor 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 Franchisor 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 Secured Party of the then current Servpro Industries, Inc. transfer package.

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 Industries, Inc. 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 including all accounts, accounts receivable, cash, cash deposits, amounts owed by other than customers, chattel paper, collateral, deposit and checking accounts, equipment (including computers, peripherals, and software), goods, instruments, inventory, note proceeds, royalties or sales fees owed to Debtor by Servpro, stock in trade, trade receivables, contract rights, including all interests in any Servpro 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 Secured Party or if Secured Party finances 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 Servpro Industries, Inc. as first priority Lienholder. 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 shall hold said titles until such time as the indebtedness for the vehicle is paid in full. Any failure to either record Secured Party as a first priority lienholder 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 Collateral 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 Secured Party, 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 five (5) 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 foreseeable be exposed and 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 as their interests may appear. 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 take all necessary steps to preserve the liability of account debtors, obligors and secondary parties whose obligations are part of the Collateral; transfer possession of all instruments, documents, and chattel paper that are part of the Collateral to Secured Party immediately, or 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. For the purpose of this paragraph, extended, amended, or renewed Franchise Agreements will be considered executed on the date(s) of the original Franchise Agreements.

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 said attorneys the power and right, on behalf of Debtor, without notice to or assent by Debtor, to do the following:

- (1) to the extent that Debtor's authorization given in paragraph 15 is not sufficient, to file such financing statements with respect hereto, with or without Debtor's signature, or a photocopy 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 Debtor's 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 any 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) notifying postal authorities to change the address for delivery of Debtor's mail to an address designated by Secured Party;
- (D) receiving, opening and disposing of mail addressed to Debtor;
- (E) endorsing Debtor's name on any checks, notes, acceptances, money orders, drafts or other forms of payment or security that may come into Secured Party's possession;
- (F) signing Debtor's name on 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, 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; 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 said attorneys lawfully 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.
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, credit sale, or other charges in respect to any obligations under any Franchise Agreements 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 as presently conducted; (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, 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 (i) whether Debtor is an organization, the type of organization and any organization identification number issued to Debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, 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 of its 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 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, 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.

IN WITNESS WHEREOF, Debtor has executed this Security Agreement or has caused this Security Agreement to be executed as of the date first above written.

DEBTOR:

Signature, Individually and on behalf of [entity]

Signature, Individually and on behalf
of [entity]

EXHIBIT G

~~EXHIBIT H~~

DEPOSIT TO RESERVE TERRITORY



**DEPOSIT TO RESERVE ADDITIONAL
TERRITORY - EXISTING FRANCHISEE**

SERVPRO INDUSTRIES, INC.

801 Industrial Blvd.

P. O. Box 1978

Gallatin, TN 37066

Gentlemen:

Please accept the enclosed non-refundable payment from the undersigned in the amount of Three Thousand Dollars (\$3,000) (the "Deposit"), payable to Servpro Industries, Inc. ("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, that 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 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.

By our signature below, we hereby acknowledge and agree to the terms and conditions of this Deposit to Reserve.

Signed this _____ day of _____, 20____.

Signature and Date

Signature and Date

Printed Name

Printed Name

ACCEPTED BY SERVPRO this _____ day of _____, 20____.

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President



DEPOSIT TO RESERVE TERRITORY
PROSPECTIVE NEW FRANCHISEE



SERVPRO INDUSTRIES, INC.

801 Industrial Boulevard

P. O. Box 1978

Gallatin, TN 37066

Gentlemen:

Please accept the enclosed non-refundable check from the undersigned in the amount of Three Thousand Dollars (\$3,000) (the "Deposit"), payable to Servpro Industries, Inc. ("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.

Signed this _____ day of _____, 20____.

Signature of Prospective Franchisee and Date

Signature of Prospective Franchisee and Date

Printed Name of Prospective Franchisee

Printed Name of Prospective Franchisee

ACCEPTED BY SERVPRO this _____ day of _____, 20____.

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

EXHIBIT H

~~EXHIBIT I~~

LIST OF PARTNERS, MEMBERS OR SHAREHOLDERS

LIST OF PARTNERS, MEMBERS OR SHAREHOLDERS

OPERATOR (as named below) and Servpro Industries, Inc. (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 partners, members or shareholders of OPERATOR and the spouses or domestic partners of such partners, members 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 Partners, Members or 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 Partners, Members or Shareholders (and their
Respective Spouses or Domestic Partners):

Percentage Ownership

_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

This List of Partners, Members or Shareholders is effective as of the _____ day of _____, 20____. 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 I

~~**EXHIBIT J**~~

GUARANTY AGREEMENT

GUARANTY AGREEMENT

This GUARANTY AGREEMENT ("Guaranty") is entered into by and between SERVPRO® INDUSTRIES, INC., a Nevada corporation having its 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 _____ ("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 pay FRANCHISOR License Fees, Royalties, Fixed Fees, Advertising 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 certain equipment, vehicles, cleaning products and other goods and services from FRANCHISOR, its affiliates, or from FRANCHISOR'S Distributors, 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 for the payment by OPERATOR for all Indebtedness, and will enter into the Franchise Agreement with OPERATOR and will sell equipment, cleaning products and other goods to OPERATOR 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 or other individual 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 is 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 obligations 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 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 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 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 of the 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, 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 becomes 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 Indebtedness or any term or condition of the Franchise Agreement; (b) all Claims,

defenses or setoffs available to any GUARANTORS against OPERATOR, FRANCHISOR or its affiliates, or its 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 when filed 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.

Signed this ____ day of _____, 20__.

GUARANTOR:

I/we enter into this Guaranty individually and on behalf of any company or business entity in which I/we may have an ownership interest, either now or in the future.

[Name]

[Name]

State of _____)
) ss.
County of _____)

On _____, 20____, before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary: _____

My commission expires: _____

[Notary's Seal]

Accepted at Gallatin, Tennessee this _____ day of _____, 20____.

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

EXHIBIT J

EXHIBIT K

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This CONFIDENTIALITY AND NON-COMPETITION AGREEMENT ("Agreement") is entered into by and among SERVPRO INDUSTRIES, INC., a Nevada Corporation 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 has 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 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. SPOUSE 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. SPOUSE agrees 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 a 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.

Signed this _____ day of _____, 20____.

Signature OPERATOR

Signature SPOUSE

Accepted at Gallatin, Tennessee this _____ day of _____, 20____.

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

EXHIBIT ~~L~~
K

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT FOR BUYER

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT FOR BUYER

This CONFIDENTIALITY AND NON-COMPETITION AGREEMENT FOR BUYER ("Agreement") is entered into by and between SERVPRO INDUSTRIES, INC., a Nevada Corporation having an address and principal place of business located at 801 Industrial Boulevard, Gallatin, TN 37066 ("FRANCHISOR"), and _____ ("BUYER").

RECITALS

WHEREAS, FRANCHISOR is party to a Franchise License Agreement dated _____ between FRANCHISOR and _____ ("OPERATOR") (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; and

WHEREAS, BUYER represents that he has entered into a written and binding Purchase Agreement dated _____ with OPERATOR ("Purchase Agreement") under which BUYER is to purchase the Franchise (as defined in the Franchise Agreement) from OPERATOR, and have the Franchise Agreement transferred to Buyer from OPERATOR pursuant to the requirements of the Franchise Agreement; and

WHEREAS, as a condition precedent to completion of the transfer of the Franchise Agreement from OPERATOR 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 has 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 OPERATOR to BUYER; and BUYER will be exposed to and learn many procedures, techniques and other matters which are either marked or identified and 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 agrees to be bound by the provisions of the Franchise Agreement related to confidentiality and protection

of trade secrets, including, without limitation, Sections 6, the same as if a party to the Franchise Agreement. Buyer represents that he has reviewed and is familiar with (a) the Franchise Agreement; and (b) the Franchise Agreement resale and transfer procedures and requirements of Servpro Industries, Inc.

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 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. 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 a 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 any 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 or 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 agrees to be bound by the provisions of Section 4 of the Franchise Agreement the same as if a party to the Franchise Agreement.

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 ten (10) years except as expressly stated otherwise herein.

Signed this _____ day of _____, 20__.

BUYER:

By: _____

By: _____

Executed and accepted as of the _____ day of _____, 20__ in Gallatin, Tennessee

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____

Randall A. Isaacson, President

EXHIBIT L

~~EXHIBIT M~~

OUR AUDITED FINANCIAL STATEMENTS

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF
SERVPRO HOLDING COMPANY, INC.)

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2015, 2014 AND 2013

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2015, 2014 AND 2013

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Servpro Industries, Inc.
Gallatin, Tennessee

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of Servpro Industries, Inc. (the "Company") (a wholly-owned subsidiary of Servpro Holding Company, Inc.), which comprise the balance sheets as of December 31, 2015, 2014 and 2013, and the related statements of income, changes in stockholder's equity and cash flows for the years then ended, and the related notes to the financial statements.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

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

AUDITOR'S RESPONSIBILITY

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

OPINION

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Servpro Industries, Inc. as of December 31, 2015, 2014 and 2013, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

KraftCPAs PLLC

Nashville, Tennessee
March 11, 2016

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

BALANCE SHEETS

DECEMBER 31, 2015, 2014 AND 2013

	<u>2015</u>	<u>2014</u>	<u>2013</u>
<u>ASSETS</u>			
CURRENT ASSETS			
Cash and cash equivalents	\$ 17,296,257	\$ 14,552,168	\$ 11,635,503
Certificates of deposit	1,799,898	1,792,868	4,769,079
Receivables, net - Note 3	24,992,636	21,571,817	18,770,161
Income taxes receivable	123,527	-	92,877
Inventories - Note 4	13,677,284	14,813,728	12,757,424
Prepaid expenses	1,489,926	1,415,399	952,056
Prepaid advertising credits	<u>642,633</u>	<u>804,700</u>	<u>987,405</u>
TOTAL CURRENT ASSETS	<u>60,022,161</u>	<u>54,950,680</u>	<u>49,964,505</u>
RECEIVABLES, less current portion - Note 3	<u>14,465,189</u>	<u>10,999,990</u>	<u>8,107,201</u>
PROPERTY AND EQUIPMENT, net - Note 5	<u>19,428,236</u>	<u>19,278,224</u>	<u>19,097,596</u>
OTHER ASSETS			
Purchased franchise licenses, net - Note 6	12,287,396	10,315,994	10,010,533
Deferred income taxes - Note 8	3,861	117,888	62,693
Deposits	<u>11,255</u>	<u>11,255</u>	<u>11,255</u>
TOTAL OTHER ASSETS	<u>12,302,512</u>	<u>10,445,137</u>	<u>10,084,481</u>
TOTAL ASSETS	<u>\$ 106,218,098</u>	<u>\$ 95,674,031</u>	<u>\$ 87,253,783</u>
<u>LIABILITIES AND STOCKHOLDER'S EQUITY</u>			
CURRENT LIABILITIES			
Current portion of deferred compensation - Note 10	\$ 87,668	\$ 85,697	\$ 83,201
Convention allowance payable	6,479,908	6,035,744	5,319,508
Accounts payable and accrued expenses	20,068,007	19,852,372	18,879,838
Income taxes payable	-	170,498	-
Dividends payable	<u>5,347,495</u>	<u>3,473,446</u>	<u>2,649,724</u>
TOTAL CURRENT LIABILITIES	<u>31,983,078</u>	<u>29,617,757</u>	<u>26,932,271</u>
LONG-TERM LIABILITIES, less current portion			
Accrued franchise sales commissions	379,257	423,174	448,409
Deferred compensation - Note 10	<u>348,622</u>	<u>350,593</u>	<u>353,089</u>
TOTAL LONG-TERM LIABILITIES	<u>727,879</u>	<u>773,767</u>	<u>801,498</u>
TOTAL LIABILITIES	<u>32,710,957</u>	<u>30,391,524</u>	<u>27,733,769</u>
STOCKHOLDER'S EQUITY			
Common stock - \$.10 par value; authorized 10,000,000 shares; issued and outstanding 2,386,132 shares	238,614	238,614	238,614
Retained earnings	<u>73,268,527</u>	<u>65,043,893</u>	<u>59,281,400</u>
TOTAL STOCKHOLDER'S EQUITY	<u>73,507,141</u>	<u>65,282,507</u>	<u>59,520,014</u>
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	<u>\$ 106,218,098</u>	<u>\$ 95,674,031</u>	<u>\$ 87,253,783</u>

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

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

STATEMENTS OF INCOME

FOR THE YEARS ENDED DECEMBER 31, 2015, 2014 AND 2013

	<u>2015</u>	<u>2014</u>	<u>2013</u>
REVENUES			
Royalties	\$ 89,797,780	\$ 85,738,329	\$ 74,194,779
Product and equipment	46,586,914	46,234,710	31,613,509
Franchise fees	2,351,338	2,968,558	2,734,324
Interest	989,273	939,204	868,760
Other	<u>11,188,487</u>	<u>9,534,742</u>	<u>8,605,986</u>
TOTAL REVENUES	<u>150,913,792</u>	<u>145,415,543</u>	<u>118,017,358</u>
COST OF REVENUES			
Royalty commissions	27,560,282	26,117,255	23,568,283
Product and equipment	<u>37,334,823</u>	<u>36,856,048</u>	<u>25,071,720</u>
TOTAL COST OF REVENUES	<u>64,895,105</u>	<u>62,973,303</u>	<u>48,640,003</u>
GROSS PROFIT	86,018,687	82,442,240	69,377,355
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	<u>54,929,753</u>	<u>49,991,113</u>	<u>45,153,908</u>
OPERATING INCOME	<u>31,088,934</u>	<u>32,451,127</u>	<u>24,223,447</u>
NONOPERATING INCOME (EXPENSES)			
Advertising revenue	29,215,630	26,889,818	23,721,711
Advertising expenses	(29,215,630)	(26,889,818)	(23,721,711)
Investment income	13,206	19,865	25,358
Gain on sale of property and equipment	128,754	140,134	22,027
Interest expense	<u>(778)</u>	<u>-</u>	<u>(168)</u>
NONOPERATING INCOME	<u>141,182</u>	<u>159,999</u>	<u>47,217</u>
INCOME BEFORE INCOME TAXES	31,230,116	32,611,126	24,270,664
INCOME TAXES - Note 8	<u>1,073,141</u>	<u>1,052,352</u>	<u>583,992</u>
NET INCOME	<u><u>\$ 30,156,975</u></u>	<u><u>\$ 31,558,774</u></u>	<u><u>\$ 23,686,672</u></u>

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

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2015, 2014 AND 2013

	<u>Common Stock</u>	<u>Retained Earnings</u>	<u>Total</u>
BALANCE - JANUARY 1, 2013	\$ 238,614	\$ 67,060,460	\$ 67,299,074
Net income	-	23,686,672	23,686,672
Dividends to Parent	<u>-</u>	<u>(31,465,732)</u>	<u>(31,465,732)</u>
BALANCE - DECEMBER 31, 2013	238,614	59,281,400	59,520,014
Net income	-	31,558,774	31,558,774
Dividends to Parent	<u>-</u>	<u>(25,796,281)</u>	<u>(25,796,281)</u>
BALANCE - DECEMBER 31, 2014	238,614	65,043,893	65,282,507
Net income	-	30,156,975	30,156,975
Dividends to Parent	<u>-</u>	<u>(21,932,341)</u>	<u>(21,932,341)</u>
BALANCE - DECEMBER 31, 2015	<u>\$ 238,614</u>	<u>\$ 73,268,527</u>	<u>\$ 73,507,141</u>

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

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2015, 2014 AND 2013

	<u>2015</u>	<u>2014</u>	<u>2013</u>
OPERATING ACTIVITIES			
Net income	\$ 30,156,975	\$ 31,558,774	\$ 23,686,672
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	3,120,847	2,887,211	2,234,041
Amortization	1,308,116	1,233,247	1,149,571
Provision for doubtful receivables	250,000	62,537	250,000
Gain on sale of equipment	(128,754)	(140,134)	(22,027)
Provision for (benefit of) deferred income taxes	114,027	(55,195)	(50,414)
Net realized loss on sale of securities	-	-	23,113
Changes in operating assets and liabilities:			
Receivables	(7,136,018)	(5,756,982)	284,162
Income taxes receivable	(123,527)	92,877	73,333
Inventories	1,136,444	(2,056,304)	1,046,344
Prepaid expenses	(74,527)	(463,343)	(283,295)
Prepaid advertising credits	162,067	182,705	201,561
Convention allowance payable	444,164	716,236	597,099
Accounts payable and accrued expenses	215,635	972,534	(846,022)
Income taxes payable	(170,498)	170,498	-
Accrued franchise sales commissions	(43,917)	(25,235)	(32,147)
TOTAL ADJUSTMENTS	<u>(925,941)</u>	<u>(2,179,348)</u>	<u>4,625,319</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>29,231,034</u>	<u>29,379,426</u>	<u>28,311,991</u>
INVESTING ACTIVITIES			
Purchases of property and equipment	(3,296,655)	(3,108,000)	(6,903,957)
Proceeds from sale of equipment	154,550	180,295	87,350
Purchases of certificates of deposit	(1,799,898)	(1,792,868)	(6,783,339)
Proceeds from maturities of certificates of deposit	1,792,868	4,769,079	4,743,550
Purchases of securities available-for-sale	-	-	(5,176)
Proceeds from sale of securities available-for-sale	-	-	1,617,747
Purchases of franchise licenses	(3,279,518)	(1,538,708)	(544,200)
NET CASH USED IN INVESTING ACTIVITIES	<u>(6,428,653)</u>	<u>(1,490,202)</u>	<u>(7,788,025)</u>
FINANCING ACTIVITIES			
Cash dividends	(20,058,292)	(24,972,559)	(29,072,394)
NET CASH USED IN FINANCING ACTIVITIES	<u>(20,058,292)</u>	<u>(24,972,559)</u>	<u>(29,072,394)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	2,744,089	2,916,665	(8,548,428)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>14,552,168</u>	<u>11,635,503</u>	<u>20,183,931</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 17,296,257</u>	<u>\$ 14,552,168</u>	<u>\$ 11,635,503</u>
SUPPLEMENTAL CASH FLOW INFORMATION			
Interest expense paid	<u>\$ 778</u>	<u>\$ -</u>	<u>\$ 168</u>
Income taxes paid	<u>\$ 1,253,139</u>	<u>\$ 1,060,089</u>	<u>\$ 759,419</u>

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

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2015, 2014 AND 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Servpro Industries, Inc. (the “Company”) is a wholly-owned subsidiary of Servpro Holding Company, Inc. (the “Parent”). The Company is a franchisor of “SERVPRO” franchises located throughout the United States. Franchisees provide cleaning and restoration services for residential and commercial customers. Principal operations of the Company include sales of franchises, cleaning equipment and products, as well as providing franchisee consulting support services in the areas of marketing, production, finance, management, human resources and office administration.

Basis of Presentation

The accounting principles followed and the methods of applying those principles conform with accounting principles generally accepted in the United States of America (“GAAP”) and to general practices in the franchise industry.

Revenue and Expense Recognition

Revenue from sales of individual franchises is recognized when substantially all of the initial services for new franchisees have been performed by the Company. These services consist primarily of training. During the years ended December 31, 2015, 2014 and 2013, the Company sold rights to 35, 53 and 47 franchises, respectively. Royalty revenues and national advertising fees are computed and recognized monthly as a percentage of gross receipts of each franchisee. Product and equipment sales are recognized in the period shipped. Interest income on notes receivable from franchisees is considered part of principal operations and reported under revenues. Income from the temporary investment of cash and certificates of deposit is reported as nonoperating.

Royalty commissions paid to distributors on royalty revenues are expensed in the period royalty revenues are recognized.

Accrued royalty commissions are included in accounts payable and accrued expenses. Accrued commissions on franchise sales are paid as the related notes receivable from franchisees are collected and are reported as long-term liabilities, except for the current portion, which is included in accounts payable and accrued expenses.

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2015, 2014 AND 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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.

Certificates of Deposit

Certificates of deposit with a financial institution range in value from approximately \$184,000 to approximately \$482,000 and are reported at cost plus accrued interest which is recognized monthly. Maturities range from 6 to 12 months. Certificates of deposit, including accrued interest, may generally be liquidated at any time without significant penalty or restriction.

Receivables

Notes receivable from franchisees relating to the sale of equipment, supplies, vehicles or franchise licenses are stated at the original principal amount less applicable franchisee principal payments. On a monthly basis, the Company sells directly to an affiliate a participation interest in a portion of newly originated loans, at cost. Trade receivables are reported at gross sales price plus billable costs, less applicable franchisee 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 franchisees less applicable franchisee payments or adjustments. The Company generally does not charge interest on royalty receivables.

Allowance for Doubtful Accounts

An allowance for doubtful accounts is provided on receivables which, in management's opinion, may not be fully collectible. Receivables are continually assessed for collectability and receivables determined by management to be uncollectible are charged off against the allowance for doubtful accounts in the period of determination. Subsequent recoveries of previously charged off accounts are credited to the allowance.

Inventories

Inventories consist principally of cleaning equipment, supplies and vehicles which the Company sells to its franchisees 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.

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2015, 2014 AND 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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:

Leasehold improvements	5 to 39 years
Equipment	3 to 10 years

Purchased Franchise Licenses

The Company has reacquired certain existing franchise licenses. The related costs are capitalized and amortized using the straight-line method over the estimated periods of economic benefit, ranging from 15 to 40 years.

Long-Lived Assets

Management reviews the carrying value of its investment in long-lived assets whenever events or changes in circumstances indicate the carrying value of the assets may not be recoverable. 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.

Convention Allowance Payable

Franchisees accrue a 10 percent convention allowance if royalty fees are paid by the due date and the franchisee is current on all obligations to the Company. Convention allowance is reported as a current liability. Convention allowance is reimbursed to franchisees who attend the annual convention and fulfill certain other requirements.

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2015, 2014 AND 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising Fees, Expenses and Prepaid Advertising Credits

Franchises subject to SERVPRO Franchise License Agreements, dated October 1985 and later, are assessed a fee of 3 percent of the franchise's gross revenues, subject to certain deductions, as a contribution to a marketing and advertising fund for the benefit of the franchisees.

Advertising fees of \$3,321,093, \$2,813,983 and \$3,992,938 not expended for marketing and advertising as of December 31, 2015, 2014 and 2013, respectively, are reflected in the Company's balance sheets as a current liability under the caption "Accounts payable and accrued expenses."

The Company expenses advertising costs as they are incurred. Advertising expenses for the year ended December 31 totaled \$29,215,630, \$26,889,818 and \$23,731,711 in 2015, 2014 and 2013, respectively.

During 2010, the Company engaged in advertising barter transactions in which the Company exchanged property and equipment for advertising credits and recorded the transaction based on the carrying value of the assets transferred. The Company purchased additional credits as part of other transactions with a company. Such credits are reported as "prepaid advertising credits" in the accompanying balance sheets. Gains recognized on barter credits used for the year ended December 31, amounted to \$698,163, \$787,067 and \$868,295 in 2015, 2014 and 2013, respectively. Barter credits used and charged to expense for the year ended December 31 totaled \$162,067, \$182,705 and \$201,561 in 2015, 2014 and 2013, respectively. The Company evaluates the recoverability of the credits annually, but expects to either utilize all credits or extend the terms prior to expiration on December 31, 2016.

Income Taxes

In 2004, the Company, with the consent of its stockholder, elected under the Internal Revenue Code to be taxed as an "S" corporation. An "S" corporation pays no federal income tax at the corporate level, with certain exceptions, but passes income through to the stockholder to report on its partnership income tax returns. The Company is taxed on its income in certain states.

Deferred income tax assets and liabilities are computed annually for temporary differences between the financial statements and tax bases of assets and liabilities. Such differences will result in taxable or deductible amounts in the future based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Income tax expense is the tax payable or refundable for the period, plus or minus the change during the period in deferred tax assets and liabilities.

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2015, 2014 AND 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes (Continued)

Management performs an evaluation of all income tax positions taken or expected to be taken in the course of preparing the Company's income tax returns to determine whether the income tax positions meet a "more likely than not" standard of being sustained under examination by the applicable taxing authorities. Management has performed its evaluation of all income tax positions taken on all open income tax returns and has determined no positions were taken that do not meet the "more likely than not" standard. Accordingly, no provisions for income taxes, penalties or interest receivable or payable relating to uncertain income tax positions were made in the accompanying financial statements.

Sales Taxes Collected

Sales taxes collected and remitted to governmental authorities are excluded from sales and costs and are presented on a net basis in the financial statements.

Shipping and Handling

The Company records all amounts billed to customers related to shipping and handling as revenue. The related costs associated with shipping and handling are included in cost of product and equipment sold.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and 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.

Events Occurring After Reporting Date

The Company evaluated events and transactions that occurred between December 31, 2015 and March 11, 2016, the date the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified to conform to the current year's presentation. Such reclassifications had no effect on the results of operations or retained earnings as previously reported.

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2015, 2014 AND 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recent authoritative accounting guidance

In November 2015, Financial Accounting Standards Board ("FASB") issued guidance requiring deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. The guidance of this standard is effective for financial statements issued for annual periods beginning after December 15, 2017, and interim periods within annual periods beginning after December 15, 2018. The amendments may be applied prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. The Company adopted the guidance of the standard during 2015. It did not have a material impact on the Company's financial statements.

In July 2015, the FASB issued guidance that requires entities that measure inventory using the first-in, first-out or average cost methods to measure inventory at the lower of cost and net realizable value. Net realizable value is defined as estimated selling price in the ordinary course of business less reasonably predictable costs of completion, disposal and transportation. This Accounting Standards Update ("ASU") will be effective for fiscal years beginning after December 15, 2016. Early adoption of the ASU is permitted. The Company adopted the guidance of the standard during 2015. It did not have a material impact on the Company's financial statements.

In May 2014, the FASB issued guidance on revenue from contracts with customers, requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. In August 2015, the FASB issued ASU 2015-14 which defers the effective date of ASU 2014-09 one year making it effective for annual reporting periods beginning after December 15, 2018. The Company has not yet selected a transition method and is currently evaluating the effect that the updated standard will have on the financial statements.

NOTE 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, 2015. 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.

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2015, 2014 AND 2013

NOTE 2 - CONCENTRATION OF CREDIT RISK (CONTINUED)

Assets held in broker/dealer accounts are insured by the Securities Investor Protection Corporation ("SIPC"), up to \$500,000 per broker/dealer, in certain circumstances such as fraud or failure of the institution. Accounts held by one broker/dealer, to the extent they exceed SIPC limits, are covered by an additional \$1.9 million in insurance. The SIPC and additional protection do not insure against market 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 doubtful accounts based on factors surrounding the credit risk of specific customers, historical trends and other information. Credit risk is further mitigated since the Company's customer base is spread over a large geographical area among a diverse group.

NOTE 3 - RECEIVABLES

A summary of receivables at December 31, follows:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Notes	\$ 24,986,460	\$ 21,736,220	\$ 18,476,561
Royalties	12,803,967	11,144,506	10,167,399
Trade accounts	<u>6,285,359</u>	<u>5,258,289</u>	<u>4,375,772</u>
	44,075,786	38,139,015	33,019,732
Less: Allowance for doubtful accounts	(868,596)	(714,083)	(697,228)
Less: Participations	<u>(3,749,365)</u>	<u>(4,853,125)</u>	<u>(5,445,142)</u>
Receivables, net	<u>\$ 39,457,825</u>	<u>\$ 32,571,807</u>	<u>\$ 26,877,362</u>

Receivables are classified in the accompanying balance sheets at December 31, as follows:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Current	\$ 24,992,636	\$ 21,571,817	\$ 18,770,161
Noncurrent	<u>14,465,189</u>	<u>10,999,990</u>	<u>8,107,201</u>
Total	<u>\$ 39,457,825</u>	<u>\$ 32,571,807</u>	<u>\$ 26,877,362</u>

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2015, 2014 AND 2013

NOTE 3 - RECEIVABLES (CONTINUED)

Notes receivable are generally collateralized by equipment, supplies or franchise licenses. Monthly installments are due over 90 days to eight years and include interest at rates ranging from 0 percent to 13.5 percent per annum.

The Company services the participation loans for an affiliate of the Parent and receives a fee as compensation based on the outstanding principal balance of the participated loans. The Company earned fees for such services in the amount of \$127,109, \$156,693 and \$184,409 for the years ended December 31, 2015, 2014 and 2013, respectively.

A summary of future principal maturities of notes receivable as of December 31, 2015, follows:

Year Ending December 31,

	<u>Total Notes Receivable</u>	<u>Total Notes Participated</u>	<u>Total Notes Receivable, net</u>
2016	\$ 7,082,994	\$ (837,629)	\$ 6,245,365
2017	6,235,697	(771,626)	5,464,071
2018	5,333,123	(669,211)	4,663,912
2019	3,800,243	(551,413)	3,248,830
2020	1,760,988	(410,768)	1,350,220
Thereafter	<u>773,415</u>	<u>(508,718)</u>	<u>264,697</u>
	<u>\$ 24,986,460</u>	<u>\$ (3,749,365)</u>	<u>\$ 21,237,095</u>

NOTE 4 - INVENTORIES

A summary of inventories at December 31, follows:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Equipment	\$ 7,204,748	\$ 10,871,163	\$ 8,964,736
Supplies	2,850,185	2,264,053	2,015,967
Vehicles	3,423,365	1,463,720	1,697,215
Other	<u>198,986</u>	<u>214,792</u>	<u>79,506</u>
Total inventories	<u>\$ 13,677,284</u>	<u>\$ 14,813,728</u>	<u>\$ 12,757,424</u>

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2015, 2014 AND 2013

NOTE 5 - PROPERTY AND EQUIPMENT

A summary of property and equipment at December 31, follows:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Leasehold improvements	\$ 16,539,832	\$ 16,537,874	\$ 16,423,580
Machinery and equipment	3,863,238	3,524,354	2,943,876
Transportation equipment	1,599,870	1,282,858	936,725
Office equipment	14,361,223	11,814,036	10,480,375
Construction-in-process	<u>-</u>	<u>265,654</u>	<u>24,527</u>
	36,364,163	33,424,776	30,809,083
Less: accumulated depreciation	<u>(16,935,927)</u>	<u>(14,146,552)</u>	<u>(11,711,487)</u>
Property and equipment, net	<u>\$ 19,428,236</u>	<u>\$ 19,278,224</u>	<u>\$ 19,097,596</u>

Depreciation expense amounted to \$3,120,847, \$2,887,211 and \$2,234,041 for the years ended December 31, 2015, 2014 and 2013, respectively.

The Company leases certain software to franchisees under revocable operating leases. Aggregate rentals are included in other revenues over the life of the leases. Lease income related to these leases amounted to \$922,609, \$1,026,336 and \$1,048,660 for the years ended December 31, 2015, 2014 and 2013, respectively.

NOTE 6 - PURCHASED FRANCHISE LICENSES

A summary of purchased franchise licenses as of December 31 follows:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Cost	\$ 26,508,876	\$ 23,229,358	\$ 21,690,650
Less: accumulated amortization	<u>(14,221,480)</u>	<u>(12,913,364)</u>	<u>(11,680,117)</u>
Licenses, net	<u>\$ 12,287,396</u>	<u>\$ 10,315,994</u>	<u>\$ 10,010,533</u>

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2015, 2014 AND 2013

NOTE 6 - PURCHASED FRANCHISE LICENSES (CONTINUED)

Amortization expense amounted to \$1,308,116, \$1,233,247 and \$1,149,571, respectively, for the years ended December 31, 2015, 2014 and 2013, and is included in selling, general and administrative expenses.

A summary of future amortization expense on purchased franchise licenses as of December 31, 2015, follows:

<u>Year Ending December 31,</u>	
2016	\$ 1,413,906
2017	1,325,311
2018	1,301,996
2019	1,272,392
2020	1,227,626
Thereafter	<u>5,746,165</u>
	<u>\$ 12,287,396</u>

NOTE 7 - LINE-OF-CREDIT

During May 2014, the Company renewed a \$4,000,000 revolving line-of-credit agreement with a financial institution. The line matures on June 30, 2016 and bears interest at LIBOR plus 125 basis points. No borrowings were made on the line during 2015, 2014 and 2013.

NOTE 8 - INCOME TAXES

The provision for income taxes for the years ended December 31, consists of the following:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Current tax expense	\$ 959,114	\$ 1,107,547	\$ 634,406
Deferred tax (benefit) expense	<u>114,027</u>	<u>(55,195)</u>	<u>(50,414)</u>
Total provision for income taxes	<u>\$ 1,073,141</u>	<u>\$ 1,052,352</u>	<u>\$ 583,992</u>

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2015, 2014 AND 2013

NOTE 8 - INCOME TAXES (CONTINUED)

Principal temporary differences and their deferred tax effects consist of the following at December 31:

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Deferred tax assets:			
Accrued expenses	\$ 54,873	\$ 134,501	\$ 58,416
Inventories	21,961	22,827	24,411
Allowance for doubtful accounts	52,116	42,845	41,834
Deferred compensation	26,177	26,177	26,177
Purchased franchise licenses	<u>12,901</u>	<u>10,485</u>	<u>9,711</u>
Total deferred tax assets	<u>168,028</u>	<u>236,835</u>	<u>160,549</u>
Deferred tax liabilities:			
Property and equipment	<u>(164,167)</u>	<u>(118,947)</u>	<u>(97,856)</u>
Total deferred tax liabilities	<u>(164,167)</u>	<u>(118,947)</u>	<u>(97,856)</u>
Net deferred tax asset	<u>\$ 3,861</u>	<u>\$ 117,888</u>	<u>\$ 62,693</u>

NOTE 9 - LEGAL MATTERS

The Company is involved in various claims and litigation arising during the normal course of business. Management, after consulting with legal counsel, believes the ultimate outcome of these matters will have no material adverse effect on the financial position of the Company. Accordingly, no provision for loss, if any, has been made in the financial statements.

NOTE 10 - DEFERRED COMPENSATION

The Company is obligated under a retirement agreement with a former officer under which monthly deferred compensation payments began July 1, 1992, and will continue for the retiree's lifetime. Thereafter, if the retiree predeceases his spouse, the payments continue for her lifetime at a reduced rate of 75 percent. The monthly payments are adjusted annually based on the change in the Consumer Price Index. The estimated present value of the deferred compensation approximates \$436,000 at December 31, 2015, 2014 and 2013. Deferred compensation expense recognized amounted to \$86,683, \$84,449 and \$80,948 for the years ended December 31, 2015, 2014 and 2013, respectively.

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2015, 2014 AND 2013

NOTE 11 - EMPLOYEE BENEFIT PLAN

The Company has a defined contribution 401(k) plan covering substantially all employees. The Plan provides for the Company to make matching contributions equal to 25 percent of the participants' salary reductions up to a maximum of 8 percent of the participants' salary. The Company's total contribution to the plan amounted to \$402,185, \$346,339 and \$286,191 for the years ended December 31, 2015, 2014 and 2013, respectively.

NOTE 12 - RELATED PARTY TRANSACTIONS

ERnet Property Resources Group LLC ("ERnet[®]"), a third-party administrator owned by three stockholders of the Parent, provides referral of emergency response services to commercial clients. The Company performs certain administrative services for ERnet[®] and, in exchange, qualified SERVPRO franchisees receive the first right of referral to provide emergency services for ERnet[®] commercial clients.

The Resource Center, owned by three stockholders of the Parent, negotiates contracts with national vendors to provide SERVPRO franchisees discounted prices on goods and services based on the aggregate buying power of the franchise system.

On February 29, 2012, the Company entered into letter-of-credit agreements in the total amount of \$2,500,000 with a financial institution on behalf of a related corporation with a nonrelated vendor as the beneficiary. The agreements were renewed in October 2015 with an expiration date of January 31, 2017. On December 29, 2015, the Company entered into additional letter-of-credit agreements in the total amount of \$3,000,000 with an expiration date of December 29, 2017. In management's opinion, the Company will not be called upon to perform under these agreements, and no such liability has been recognized.

The Company has receivables from related parties totaling approximately \$974,000, \$505,000 and \$187,000 as of December 31, 2015, 2014 and 2013, respectively, which are included in current receivables.

Purchases from related parties in the normal course of business amount to approximately \$2,055,000, \$1,997,000 and \$1,814,000 as of December 31, 2015, 2014 and 2013, respectively. Sales to related parties in the normal course of business amount to approximately \$25,000, \$0 and \$0 as of December 31, 2015, 2014 and 2013, respectively.

SERVPRO INDUSTRIES, INC.
(A WHOLLY-OWNED SUBSIDIARY OF SERVPRO HOLDING COMPANY, INC.)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2015, 2014 AND 2013

NOTE 12 - RELATED PARTY TRANSACTIONS (CONTINUED)

The Company leases three facilities located at 801 Industrial Boulevard, Gallatin, TN from an affiliated company with an effective date of July 1, 2013 through February 2023. Cumulative annual rent under the lease for 2016 will amount to \$956,151. The lease agreement provides for lease payments to be adjusted annually for changes in the Consumer Price Index based on the most recent publication date prior to the lease anniversary date. In addition, the Company also leases certain intellectual property owned by an affiliated company. Terms of the intellectual property lease agreement are January 1, 2004 through December 7, 2032 with a fixed annual licensing fee of \$10,000.

Future minimum payments required under these agreements are as follows:

Year Ending December 31,

2016	\$	966,151
2017		966,151
2018		966,151
2019		966,151
2020		966,151
Thereafter		<u>2,190,826</u>
	\$	<u>7,021,581</u>

The amounts paid in 2015, 2014 and 2013 in connection with these lease/license agreements totaled \$966,151, \$966,151 and \$821,631, respectively. In addition to the minimum annual rent, the Company is required to pay additional rent based on a proportionate share of all costs and expenses incurred for real estate taxes and operating expenses for the real property leased. The Company is also required to pay an amount equal to all fees and expenses in excess of base fees incurred by the licensor in protecting the rights to intellectual property.

EXHIBIT M

~~EXHIBIT N~~

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

LIST OF STATE ADMINISTRATORS

California:	Department of Business Oversight 1515 K Street, Suite 200 Sacramento, California 95814 916/445-7205
Hawaii:	Franchise & Securities Division Hawaii Department of Commerce 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 808/586-2722
Illinois:	Office of Attorney General Franchise Division 500 South Second Street Springfield, Illinois 62706 217/782-4465
Indiana:	Indiana Securities Division Secretary of State 302 W. Washington, Room E-111 Indianapolis, Indiana 46204 317/232-6681
Maryland:	Office of Attorney General Securities Division 200 Saint Paul Place – 20 th Floor Baltimore, Maryland 21202-2020 410/576-6360
Michigan:	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit G. Mennen Williams Building, 7 th Floor 525 W. Ottawa Street Lansing, Michigan 48913 517/373-7117
Minnesota:	Minnesota Department of Commerce Franchise Division 85 7 th Place East, Suite 500 St. Paul, Minnesota 55101 651/539-1638
New York:	New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway – 23 rd Floor New York, New York 10271 212/416-8222

North Dakota: North Dakota State Securities Commissioner
Office of Secretary Commissioner
600 East Boulevard Avenue, 5th Floor
Bismarck, North Dakota 58505
701/328-2910

Oregon: Department of Consumer & Business Services
Division of Finance & Corporate Securities
Labor & Industries Building
350 Winter Street, N.E., Room 410
Salem, Oregon 97301-3881
503/378-4140

Rhode Island: Department of Business Regulation
Division of Securities
Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920-4407
401/462-9527

South Dakota: South Dakota Securities Division
Franchise Office
124 S. Euclid Avenue, Suite 104
Pierre, South Dakota 57501-3185
605/773-4823

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

Washington: Department of Financial Institutions
Securities Division
150 Israel Rd., SW
Tumwater, Washington 98501
360/902-8760

Wisconsin: Department of Financial Institutions
Division of Securities/Franchise Office

201 W. Washington Ave., Suite 300
Madison, WI 53703
608/267-9140

LIST OF STATE AGENTS FOR SERVICE OF PROCESS

California:	Department of Business Oversight 1515 K Street, Suite 200 Sacramento, California 95814-4052
Hawaii:	Commissioner of Securities State of Hawaii 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois:	Office of Attorney General 500 South Second Street Springfield, Illinois 62706
Indiana:	Indiana Secretary of State 302 W. Washington, Room E111 Indianapolis, Indiana 46204
Maryland:	Maryland Securities Commissioner 200 Saint Paul Place Baltimore, Maryland 21202-2020
Michigan:	Michigan Department of Commerce Corporations and Securities Bureau G. Mennen Williams Building, 7 th Floor 525 W. Ottawa Street Lansing, Michigan 48913
Minnesota:	Minnesota Commissioner of Commerce 133 East Seventh Street St. Paul, Minnesota 55101
Nevada:	The Corporation Trust Company of Nevada 6100 Neil Road, Suite 500 Reno, Nevada 89511
New York:	Secretary of State of the State of New York One Commerce Plaza 99 Washington Avenue Albany, New York 12231
North Dakota:	North Dakota State Securities Commissioner 600 East Boulevard Avenue, 5 th Floor Bismarck, North Dakota 58505
Oregon:	Department of Commerce & Business Services Division of Finance & Corporate Securities Labor & Industries Building 350 Winter Street N.E., Room 410 Salem, Oregon 97301-3881

Rhode Island:	Director of Department of Business Regulation Division of Securities Building 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920-4407
South Dakota:	South Dakota Securities Division 124 S. Euclid Avenue, Suite 104 Pierre, South Dakota 57501-3185
Virginia:	Clerk of the State Corporation Commission 1300 E. Main Street, 9th Floor Richmond, Virginia 23219
Washington:	Washington Department of Financial Institutions Business License Services – Securities Division 150 Israel Rd., SW Tumwater, Washington 98501
Wisconsin:	Department of Financial Institutions Division of Securities 101 East Wilson Street Madison, Wisconsin 53701-1768

EXHIBIT ~~Ø~~
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LIST OF OUR DISTRIBUTORS

LIST OF OUR DISTRIBUTORS

ALABAMA

David Wilson - David Wilson became a Servpro franchisee in Tuscaloosa, Alabama in October 1984 and became a Trainer for central Alabama in December 1994, for northern Alabama in February 1997, for the State of Mississippi in August 1997 and south Alabama in April 2010.

CALIFORNIA

Ron and Michelle Hebdon - Mr. and Mrs. Hebdon became Servpro franchisees in Fair Oaks, California in August 1970 and Trainers in June 1975 for San Diego County, California. They became Directors for Orange County, California in November 1990. In December 2001, they became Directors for San Bernardino County, Riverside County and Southern Los Angeles County, California.

| Veronica L. Hebdon Hallauer - Ms. Hallauer was an Operations Manager for a Servpro franchise in July 1990 to December 1995. She has been a Franchise Business Consultant for the following Trainerships and Directorships since 2001: San Diego County, Orange County, San Bernardino, Riverside, & SE Los Angeles Counties. Ms. Hallauer became a minority owner of these Trainerships and Directorships in November 2009.

Dan and Connie Pederson - Mr. and Mrs. Pederson became Servpro franchisees in Portland, Oregon and Trainers for northern Oregon in March 1988. They became Trainers for the State of Oregon in November 1992. Mr. and Mrs. Pederson became Directors for the State of Oregon, certain counties in northern California and Washoe, Douglas, Storey and Lyon Counties in the State of Nevada in July 1999.

Stephen and Penny Schaeffer - Mr. and Mrs. Schaeffer became Servpro franchisees in Citrus Heights, California in March 1977 and Trainers for Riverside County/San Bernardino, California in March 1980.

David and Dee Dee Tronson – Mr. and Mrs. Tronson became Servpro Franchisees in Chatsworth, California in March 1987. In January 1991, they became General Trainers for northern Los Angeles County, California and subsequently the San Gabriel Valley in January 1998.

CONNECTICUT

Fred Cohn - Mr. Cohn became a Servpro franchisee in Stamford, Connecticut in June 1983 and a Director in July 1985. He is currently a Director for the States of Connecticut, Rhode Island, New Jersey, New York, and a Trainer for the State of Massachusetts.

DELAWARE

Charles and Christine Nunan - Mr. and Mrs. Nunan became Servpro franchisees in Wilmington, Delaware in January 1980. They became the Trainers for the State of Delaware in October 1981. Mr. and Mrs. Nunan became Directors for eastern Pennsylvania and the State of Delaware in November 1982. They became Directors for the rest of the State of Pennsylvania in June 1995. Mr. and Mrs. Nunan became Directors for the States of North Carolina and South Carolina in July 1998. They became Trainers for eastern North Carolina in January 2000, Southern New Jersey in February 2000, Western South Carolina in October 2010 and Chester and Delaware Counties in Pennsylvania in October 2011.

DISTRICT OF COLUMBIA

Richard and Kathleen Hargrove - Richard Hargrove became a Servpro Franchisee in Rockville, Maryland and a Trainer in April 1974. Mr. Hargrove and his wife, Kathleen, became Directors for Maryland in April 1985. They became Trainers for suburban and western Maryland in October 1992 and northern Virginia and the District of Columbia in June 1994. They are currently Directors for Maryland.

GEORGIA

Ricky and Cathy Wilson – Mr. & Mrs. Wilson became Servpro franchisees in Douglasville, Georgia in March 1993 and Trainers for Central and Northwest Georgia in January 2011.

ILLINOIS

William Negro - Mr. Negro became a Servpro franchisee in Springfield, Illinois in April 1986 and a Trainer for southern and central Illinois in March 1989.

INDIANA

Mike and Gloria Johnson - Mr. and Mrs. Johnson became Servpro franchisees in Anderson, Indiana in June 1983 and Directors for Indiana in August 1984.

IOWA

Mike and Cathy Fuller - Mr. and Mrs. Fuller became Servpro franchisees in Davenport and Bettendorf, Iowa in February 1995 and Trainers for eastern Iowa in February 1998. Mr. and Mrs. Fuller became Regional Development Consultants for Western Iowa in January 2013.

KANSAS

~~Jack and Clo Whitaker - Clo Whitaker became a Servpro franchisee in Sedalia, Missouri in June 1995 and a Trainer in Western Missouri/Metro Kansas City (Kansas and Missouri) in March 1996. Jack Whitaker became a Servpro franchisee in September 1997 and a Trainer in June 1998. Jack Whitaker was employed as a Certified Management Consultant by Luftig and Warren International, Inc., located in Detroit, Michigan, from 1994 to September 1997.~~

KENTUCKY

William and Joan Wells – Mr. and Mrs. Wells became Servpro franchisees in Louisville, Kentucky in May 1991 and Trainers for Kentucky in February 1993.

LOUISIANA

Kent and Kathy Stone - Mr. and Mrs. Stone became Servpro franchisees in Houston, Texas in May 1977, Directors for Northwest Texas in December 1980, Regional Development Consultants for Louisiana in July 2009 and Directors for South Texas in December 2009.

Raymond Stone – Mr. Stone became a Servpro franchisee in Dallas, Texas in December 1997 and a Director for Northwest Texas in July 2009. Mr. Stone also became a Regional Development Consultant for Louisiana in July 2009 and a Director for South Texas in December 2009.

Jeff Stone – Mr. Stone was a Production Manager for a Servpro franchise from December 2003 to March 2006. Mr. Stone was an Operations Manager for the Servpro Directorship from March 2006 to July 2009, and became a Director for Northwest Texas in July 2009. Mr. Stone also became a Regional Development Consultant for Louisiana in July 2009 and a Director for South Texas in December 2009.

Bryan Stone - Mr. Stone was a Sales and Marketing Representative for Servpro of Park Cities from 1998 to 2000 and from 2002 to 2005. Mr. Stone became a Servpro franchisee in March 2005 and a Director for Northwest Texas and a Regional Development Consultant for Louisiana in July 2009. He also became a Director for South Texas in December 2009.

MAINE

Scott and Debra Carter - Mr. and Mrs. Carter became Servpro franchisees in Portland Maine in November 1980 and Trainers for Maine in April 1981. Mr. and Mrs. Carter sold their operating franchise in February of 2004 and their Trainership in August of 2013. They became Regional Development Consultants for the State of Maine in August 2013.

MARYLAND

Richard and Kathleen Hargrove - see listing under District of Columbia.

MASSACHUSETTS

Eric White and Gregg White – Eric and Gregg are second generation Servpro franchise owners who began working for their family business, Servpro of Lawrence, in May of 1992. They currently own and operate two Servpro franchises in Massachusetts and one in New Hampshire. They began working as Trainers in Northeastern Massachusetts in November of 2005.

Fred Cohn - see listing under Connecticut.

MICHIGAN

Ronald Brunink - Mr. Brunink became a Servpro franchisee in Grand Rapids, Michigan in April 1992. He became a Trainer for western Michigan in October 1994.

~~Kristian Popp - Mr. Popp became a Servpro franchisee in north Calhoun County, Michigan in September 1999. He became a Trainer for central Michigan in September 1999.~~

MISSISSIPPI

David Wilson - see listing under Alabama.

MISSOURI

Richard Bilbrey – Mr. Bilbrey became Servpro franchisees in St. Charles County, Missouri in January 1988 and Trainer for St. Louise Metro, Missouri in November 2007.

Richard and Sandy Hastings - Mr. Hastings became a Servpro franchisee in Sussex County, Delaware in October 1980, and a Director for Missouri in May 1983. Mr. Hastings operated a franchise in St. Louis, Missouri in May 1983 to August 1992. Mr. and Mrs. Hastings relocated to Cape Girardeau, Missouri in 1992 where they currently operate a Servpro franchise and Directorship.

~~Jack and Clo Whitaker - see listing under Kansas.~~

NEVADA

Dan and Connie Pederson - see listing under California.

Kevin Edgar – Mr. Edgar became a franchisee in Las Vegas, Nevada in 1997 and a Trainer for Las Vegas in 2002.

NEW JERSEY

Fred Cohn - see listing under Connecticut.

Larry Hackney - Mr. Hackney became Operations Manager for Fred Cohn, Our Director for Southern New England, New York, New Jersey and Rhode Island in November 1995. He became a Servpro franchisee and Trainer for northern New Jersey in December 1995.

Charles and Christine Nunan - see listing under Delaware.

NEW YORK

Fred Cohn - see listing under Connecticut.

Michael and Donna Necci - Mr. and Mrs. Necci became Servpro franchisees in Amherst-Clarence, New York in June 1979 and Trainers in western New York in September 1991.

NORTH CAROLINA

Charles and Christine Nunan - see listing under Delaware.

Britt and Stacy Holcomb – Mr. and Mrs. Holcomb became Servpro franchisees in Greensboro, North Carolina in October 1998 and Trainers for Central North Carolina in February 2002.

OREGON

Dan and Connie Pederson - see listing under California.

PENNSYLVANIA

Charles and Christine Nunan - see listing under Delaware.

RHODE ISLAND

Fred Cohn - see listing under Connecticut.

SOUTH CAROLINA

Charles and Christine Nunan - see listing under Delaware.

TEXAS

Kent and Kathy Stone - see listing under Louisiana.

Raymond Stone – see listing under Louisiana.

Jeff Stone – see listing under Louisiana.

Bryan Stone – see listing under Louisiana.

UTAH

Elizabeth Hamann – Mrs. Hamann became a Servpro franchisee in North Utah County, Utah in December 1980. In February 1982, she became Trainer for Salt Lake City and the surrounding area.

VIRGINIA

Richard and Kathleen Hargrove - see listing for Maryland.

Robert and Margaret Simeone - Mr. and Mrs. Simeone became Servpro franchisees in Annandale, Virginia in March 1989 and Trainers for southeastern Virginia in September 1991.

EXHIBIT P
EXHIBIT O

LIST OF OUR CURRENT FRANCHISEES

AS OF MARCH 1, ~~2015~~2016

(FRANCHISE ROSTER BY STATE) AND

LIST OF OUR FRANCHISEES WHO HAVE LEFT THE SYSTEM AS OF

DECEMBER 31, ~~2014~~2015

This numeric Franchise Roster is intended for the personal use of franchisees of SERVPRO Industries, Inc., and for use by prospective franchises in contacting SERVPRO operators. Any commercial or other use of this Roster is prohibited without the advance written approval of SERVPRO Industries, Inc.



STATE ROSTER

March ~~2015~~2016

NATIONAL HEADQUARTERS
P.O. BOX 1978
GALLATIN, TN 37066
(615) 451-0200

***** Alabama *****

10488 2269 3000
Baldwin County
Bruscato, Paul Joseph & Melinda P.
P.O. Box 1994
Daphne, AL 36526
B (251)928-9625
Fax (662)281-1890
South Alabama
Servpro Central Headquarters

***** Alabama *****

5575 2196 3000 CM 2710
Center Point
Wilson, David F. & Christie & Wilson, David Benj
P.O. Box 1327
Pelham, AL 35124
B (205)853-7655
Fax (205)664-6774
Central Alabama
Servpro Central Headquarters

***** Alabama *****

10067 2269 3000
Coffee, Dale, Geneva & Henry Counties
Faulk, C. Scott & Daphne
P.O. Box 6716
Dothan, AL 36302
B (334)347-3302
Fax (334)699-5962
South Alabama
Servpro Central Headquarters

***** Alabama *****

9950 2269 3000
Greenville/Troy/Andalusia
Waddell, Micah & Steven Wesley
100 S. Cloverdale Road
Greenville, AL 36037
B (334)371-7378
Fax (334)371-7380
South Alabama
Servpro Central Headquarters

***** Alabama *****

5574 2196 3000 CM 2710
Bessemer/SW Jefferson
Wilson, David F. & Christie & Wilson, David Benj
P.O. Box 1327
Pelham, AL 35124
B (205)425-9191
Fax (205)664-6774
Central Alabama
Servpro Central Headquarters

***** Alabama *****

9081 2233 3000
Central Huntsville
Wesson, Mike
P.O. Box 2904
Huntsville, AL 35804
B (256)533-5335
Fax (256)533-5143
Northern Alabama
Servpro Central Headquarters

***** Alabama *****

8649 2233 3000 CM 9682
Cullman/Blount Counties
Hendon, Greg & Angelia
P.O. Box 1254
Cullman, AL 35056
B (256)736-2036
Fax (256)736-2038
Northern Alabama
Servpro Central Headquarters

***** Alabama *****

10031 2233 3000
Jackson and DeKalb Counties
Peterson, Samantha & Matt
2818 Veterans Drive
Scottsboro, AL 35769
B (256)845-4402
Fax (256)259-4334
Northern Alabama
Servpro Central Headquarters

***** Alabama *****

8927 2196 3000
Birmingham North
Wilson, David F. & Christie & Wilson, David Benj
P.O. Box 1327
Pelham, AL 35124
B (205)674-7183
Fax (205)664-6774
Central Alabama
Servpro Central Headquarters

***** Alabama *****

9545 2226 3000
Centreville, Marion and Selma
Smith, Valorie R. & Patrick R.
P.O. Box 208
Brent, AL 35034
B (205)926-6010
Fax (205)926-4010
Central Alabama II
Servpro Central Headquarters

***** Alabama *****

8478 2233 3000
Decatur
Wesson, Mike
3470 Gnat Pond Road
Muscle Shoals, AL 35661
B (256)340-1541
Fax (256)340-1584
Northern Alabama
Servpro Central Headquarters

***** Alabama *****

10034 2226 3000
Lee County
Culpepper, James M. & Susan
17159 US Highway 280 East
Smiths Station, AL 36877
B (334)821-4858
Fax (334)298-8254
Central Alabama II
Servpro Central Headquarters

***** Alabama *****

5576 2196 3000 CM 2710
Birmingham South
Wilson, David F. & Christie & Wilson, David Benj
P.O. Box 1327
Pelham, AL 35124
B (205)252-8110
Fax (205)664-6774
Central Alabama
Servpro Central Headquarters

***** Alabama *****

10417 2226 3000
Chilton, Coosa, Tallapoosa & Chambers Countie
Baker Jr., Charles E.
822 US Highway 280 West
Kellyton, AL 35089
B (256)392-5141
Fax (256)392-5143
Central Alabama II
Servpro Central Headquarters

***** Alabama *****

10066 2269 3000 CM 1006
Dothan
Faulk, C. Scott & Daphne
P.O. Box 6716
Dothan, AL 36302
B (334)699-5961
Fax (334)699-5962
South Alabama
Servpro Central Headquarters

***** Alabama *****

9943 2233 3000
Limestone and Lawrence Counties
Hendon, Margaret & Jordan
P.O. Box 947
Athens, AL 35612
B (256)233-4033
Fax (256)867-4210
Northern Alabama
Servpro Central Headquarters

***** Alabama *****

9855 2226 3000
Livingston, Demopolis & Butler
Craft, Christopher Scott & Joni W.
P.O. Box 916
Demopolis, AL 36732
B (334)287-1144
Fax (877)773-9402
Central Alabama II
Servpro Central Headquarters

***** Alabama *****

9455 2226 3000 CM 9457
Montgomery North
Bowen, Brian H. & Bowen, Bruce H.
5939 Troy Highway
Montgomery, AL 36116
B (334)273-0992
Fax (334)284-6880
Central Alabama II
Servpro Central Headquarters

***** Alabama *****

9392 2226 3000 CM 1003
Phenix City, Eufaula and Tuskegee
Culpepper, James M. & Susan
17159 US Hwy 280 East
Smiths Station, AL 36877
B (334)298-8252
Fax (334)298-8254
Central Alabama II
Servpro Central Headquarters

***** Alabama *****

2709 2196 3000 CM 2710
South Jefferson County
Wilson, David F. & Christie & Wilson, David Benj
P.O. Box 1327
Pelham, AL 35124
B (205)822-1480
Fax (205)664-6774
Central Alabama
Servpro Central Headquarters

***** Alabama *****

9833 2233 3000
Marshall County
Bovee, Darrell C. & Angela A.
806 Lusk Street
Albertville, AL 35950
B (256)891-0177
Fax (256)894-5834
Northern Alabama
Servpro Central Headquarters

***** Alabama *****

9456 2226 3000 CM 9457
Montgomery South
Bowen, Brian H. & Bowen, Bruce H.
5939 Troy Highway
Montgomery, AL 36116
B (334)284-1612
Fax (334)284-6880
Central Alabama II
Servpro Central Headquarters

***** Alabama *****

9457 2226 3000
Prattville
Bowen, Brian H. & Bowen, Bruce H.
5939 Troy Highway
Montgomery, AL 36116
B (334)358-1186
Fax (334)284-6880
Central Alabama II
Servpro Central Headquarters

***** Alabama *****

10064 2269 3000
South Mobile County
Mayhall, Christopher L.
P.O. Box 1675
Theodore, AL 36590
B (251)653-9127
Fax (251)653-9129
South Alabama
Servpro Central Headquarters

***** Alabama *****

9268 2269 3000
Mobile Northwest
Bowman, Troy
P.O. Box 161028
Mobile, AL 36693
B (251)633-7500
Fax (251)662-1685
South Alabama
Servpro Central Headquarters

***** Alabama *****

8485 2233 3000 CM 8763
North Huntsville
Fairris, Steven B.
1320 Fletcher Street
Huntsville, AL 35801
B (256)534-1177
Fax (256)534-1171
Northern Alabama
Servpro Central Headquarters

***** Alabama *****

8989 2233 3000 CM 9682
Russellville, Hamilton and Fayette
Hendon, Greg & Angelia
P.O. Box 1254
Cullman, AL 35056
B (205)921-1449
Fax (256)736-2038
Northern Alabama
Servpro Central Headquarters

***** Alabama *****

8952 2269 3000 CM 9268
Southwest Mobile
Bowman, Troy
P.O. Box 161028
Mobile, AL 36616
B (251)343-0534
Fax (251)662-1685
South Alabama
Servpro Central Headquarters

***** Alabama *****

9953 2269 3000
Monroeville/Evergreen/Brewton
Knowles, Tiffany Scott & Johnny Lee
P.O. Box 1572
Brewton, AL 36427
B (251)809-1260
Fax (251)809-1261
South Alabama
Servpro Central Headquarters

***** Alabama *****

8953 2269 3000 CM 9268
North Mobile County
Bowman, Troy
P.O. Box 161028
Mobile, AL 36616
B (251)675-2939
Fax (251)662-1685
South Alabama
Servpro Central Headquarters

***** Alabama *****

2710 2226 3000
Shelby County
Wilson, David F. & Christie & Wilson, David Benj
P.O. Box 1327
Pelham, AL 35124
B (205)664-6770
Fax (205)664-6774
Central Alabama II
Servpro Central Headquarters

***** Alabama *****

9724 2233 3000
St. Clair County
Taylor, John & Taylor, Jason & Katie
P.O. Box 311
Childersburg, AL 35044
B (205)525-0332
Fax (256)378-1399
Northern Alabama
Servpro Central Headquarters

***** Alabama *****

9264 2226 3000 CM 9724
Talladega, Clay & Randolph Counties
Taylor, John & Taylor, Jason & Katie
P.O. Box 311
Childersburg, AL 35044
B (256)378-1319
Fax (256)378-1399
Central Alabama II
Servpro Central Headquarters

***** Alabama *****

9682 2196 3000
Walker County
Hendon, Greg & Angelia
P.O. Box 1254
Cullman, AL 35056-1254
B (205)387-7656
Fax (256)387-7502
Central Alabama
Servpro Central Headquarters

***** Arizona *****

9603 2958 3950
Casa Grande
O'Brien, Eileen & Messina, III, Salvatore & Messi
1883 E. Calibera Court
Casa Grande, AZ 85122
B (520)421-1894
Fax (520)421-1834
Arizona Trainership
FT Supervisor

***** Arizona *****

9040 2958 3950 CM 9436
Gilbert
Oliverio, Anthony
45 N. Sunway Drive
Gilbert, AZ 85233
B (480)558-7620
Fax (480)558-7621
Arizona Trainership
FT Supervisor

***** Alabama *****

8332 2233 3000 CM 8478
The Quad Cities
Wesson, Mike
3470 Gnat Pond Road
Muscle Shoals, AL 35661
B (256)383-4470
Fax (256)383-4486
Northern Alabama
Servpro Central Headquarters

***** Alaska *****

10122 2980 3940
North Anchorage
Pallasch, Tatiana & Jonathan
P.O. Box 672290
Chugiak, AK 99567
B (907)688-3001
Fax (907)688-3010
Alaska Trainership
FT Supervisor

***** Arizona *****

1761 2958 3950 CM 8733
Central Phoenix
Schimweg, Everett F. & Vessa, Janet S.
P.O. Box 15328
Phoenix, AZ 85060
B (602)386-4268
Fax (480)503-2091
Arizona Trainership
FT Supervisor

***** Arizona *****

9470 2958 3950
Lake Havasu City/Bullhead City/Kingman
Wilhelm, Greg & Deborah
481 Mate Lane
Lake Havasu City, AZ 86406
B (928)855-9111
Fax (928)855-9124
Arizona Trainership
FT Supervisor

***** Alabama *****

8822 2196 3000 CM 9244
Tuscaloosa North
Elmore, James D. & Elmore, Larry
5500 Jug Factory Road
Tuscaloosa, AL 35405
B (205)339-5022
Fax (205)752-3763
Central Alabama
Servpro Central Headquarters

***** Arizona *****

9993 2987 3940
Ahwatukee & South Tempe
Erickson, Thomas & Erickson, Andrew
P.O. Box 14087
Tempe, AZ 5284--4087
B (480)756-7773
Fax (480)756-7696
North/East Phoenix Trainership
FT Supervisor

***** Arizona *****

9436 2958 3950
Chandler South
Oliverio, Anthony
45 N. Sunway Drive
Gilbert, AZ 85233
B (480)895-4670
Fax (480)558-7621
Arizona Trainership
FT Supervisor

***** Arizona *****

9593 2958 3950
Litchfield/West Phoenix
Coury, Jeff & Kirsten
1050 N. Fairway Dr. Ste C-107
Avondale, AZ 85323
B (623)594-6033
Fax (623)594-6057
Arizona Trainership
FT Supervisor

***** Alabama *****

8823 2196 3000 CM 9244
Tuscaloosa South
Elmore, James D. & Elmore, Larry
5500 Jug Factory Road
Tuscaloosa, AL 35405
B (205)553-8377
Fax (205)752-3763
Central Alabama
Servpro Central Headquarters

***** Arizona *****

9735 2958 3950 CM 1047
Avondale/Goodyear/Southwest Phoenix
Ottaway, Jeffrey & Alesa
2120 S. 7th Avenue, Suite 140
Phoenix, AZ 85007
B (623)537-9999
Fax (623)201-2188
Arizona Trainership
FT Supervisor

***** Arizona *****

1477 2958 3950 CM 8733
East Phoenix
Schimweg, Everett F. & Vessa, Janet S.
P.O. Box 15328
Phoenix, AZ 85060
B (602)507-6163
Fax (480)503-2091
Arizona Trainership
FT Supervisor

***** Arizona *****

8679 2958 3950
Mesa East
Siegler, Robert & Leslie & Gilbreath, Raymond &
P.O. Box 60155
Phoenix, AZ 85082-0155
B (480)835-6688
Fax (888)461-7720
Arizona Trainership
FT Supervisor

***** Arizona *****

9824 2958 3950
North & West Chandler
Fouts, Denise & Scott
460 E. Warner Road #4
Chandler, AZ 85225
B (480)940-3333
Fax (480)940-3994
Arizona Trainership
FT Supervisor

***** Arizona *****

9079 2958 3950
Northwest Tucson
Bowyer, Jodie & Greg
7041 N. Camino Martin, Ste 117
Tucson, AZ 85741
B (520)219-2858
Fax (520)219-3743
Arizona Trainership
FT Supervisor

***** Arizona *****

10470 2958 3950
Scottsdale
Ottaway, Jeffrey & Alesa
P.O. Box 949
Laveen, AZ 85339
B (480)998-7989
Fax (623)201-2188
Arizona Trainership
FT Supervisor

***** Arizona *****

10365 2958 3950
Yuma South
Stone, David M. & Alexandrina T.
1161 E. 21st Street #A
Yuma, AZ 85365
B (928)247-1180
Fax (928)276-4813
Arizona Trainership
FT Supervisor

***** Arizona *****

9975 2987 3940
North Central Mesa
Ethington, Daryle & Frost, Paul
P.O. Box 31437
Mesa, AZ 85275
B (480)553-7103
Fax (480)304-9093
North/East Phoenix Trainership
FT Supervisor

***** Arizona *****

10215 2987 3940
Paradise Valley
Alcorn, Kristen & Joshua
3217 E. Shea Blvd #492
Phoenix, AZ 85028
B (602)341-6737
Fax (602)358-7456
North/East Phoenix Trainership
FT Supervisor

***** Arizona *****

10287 2958 3950
Southeast Tucson/Sahuarita/Green Valley
Morgan, Tyler J.
881 W. Ward Ln, Ste 2
Green Valley, AZ 85614
B (520)648-7360
Fax (520)648-7435
Arizona Trainership
FT Supervisor

***** Arkansas *****

9840 2963 3950
Baxter, Boone, Fulton & Marion Counties
Vierling, Mike & Smith, Monte Ray
3918 Hwy. 5 South
Mountain Home, AR 72653
B (870)424-0296
Fax (870)424-0277
NW Arkansas Trainership
FT Supervisor

***** Arizona *****

9194 2958 3950
Northeast Tucson
Siegler, Robert & Leslie & Gilbreath, Raymond &
7739 E. Broadway #343
Tucson, AZ 85710
B (520)760-9352
Fax (520)777-3134
Arizona Trainership
FT Supervisor

***** Arizona *****

8613 2958 3950 CM 8679
Peoria/West Glendale
Siegler, Robert & Leslie & Gilbreath, Raymond &
P.O. Box 60155
Phoenix, AZ 85082-0155
B (623)376-9779
Fax (888)461-7720
Arizona Trainership
FT Supervisor

***** Arizona *****

8928 2987 3940
Sun City/Sun City West/Southeast Surprise
Burnett, Jeffrey
P.O. Box 1814
Sun City, AZ 85372-1814
B (623)546-1930
Fax (623)546-1211
North/East Phoenix Trainership
FT Supervisor

***** Arkansas *****

10350 2963 3950
Benton/Carroll Counties
Fields, Danny & Rayna
228 E. Robinson Avenue
Springdale, AR 72764
B (479)787-7377
Fax (479)419-5573
NW Arkansas Trainership
FT Supervisor

***** Arizona *****

9503 2958 3950
Northwest Phoenix/Anthem
Buerger, Sonya
3120 W. Carefree Hwy, Ste 1-437
Phoenix, AZ 85086
B (623)780-9111
Fax (623)780-9113
Arizona Trainership
FT Supervisor

***** Arizona *****

8733 2958 3950
Phoenix
Schimweg, Everett F. & Vessa, Janet S.
P.O. Box 15328
Phoenix, AZ 85060
B (480)503-2090
Fax (480)503-2091
Arizona Trainership
FT Supervisor

***** Arizona *****

9820 2958 3950
Yavapai County
Deroche, George
P.O. Box 25911
Prescott Valley, AZ 86312
B (928)636-7600
Fax (928)775-9050
Arizona Trainership
FT Supervisor

***** Arkansas *****

9213 2963 3950
Central Little Rock/Cammack Village
Powell, Ernest & Irving-Powell, Carolyn
6621 Geyer Springs Rd., Ste C
Little Rock, AR 72209
B (501)217-8723
Fax (501)217-8718
NW Arkansas Trainership
FT Supervisor

***** Arkansas *****

9309 2963 3950
 Conway & Faulkner Counties
 Hammons, Terry & Tesha
 P.O. Box 1678
 Conway, AR 72033
 B (501)328-3301
 Fax (501)328-3313
 NW Arkansas Trainership
 FT Supervisor

***** Arkansas *****

8815 2906 3950 CM 8993
 Northwest Little Rock
 Aydtlett, Ed & Legg, Donald
 1917 Olive Street
 Monroe, LA 71201
 B (501)803-9700
 Fax (501)803-9702
 Arkansas Trainership
 FT Supervisor

***** California *****

10389 3076
 Anaheim Hills
 Arcila, Edgardo & Arcila, Edgar R.
 2400 E. Katella Avenue, Suite 800
 Anaheim, CA 92806
 B (714)776-6222
 Fax (714)701-0217

Orange County

***** California *****

9069 2956 3940
 Atascadero
 Powers, Joseph & Karen
 P.O. Box 1794
 San Luis Obispo, CA 93406
 B (805)466-6618
 Fax (805)541-9232
 California Gold Coast Trainership
 FT Supervisor

***** Arkansas *****

9663 2963 3950
 Fayetteville/Springdale
 Fields, Danny & Rayna
 228 E. Robinson Ave.
 Springdale, AR 72764
 B (479)419-5544
 Fax (479)419-5573
 NW Arkansas Trainership
 FT Supervisor

***** California *****

10245 2956 3940
 Agoura/Calabasas/Hidden Hills
 Bakmazian, Gevorg
 5023 N. Parkway Calabasas
 Calabasas, CA 91302
 B (818)991-6292
 Fax (818)312-9532
 California Gold Coast Trainership
 FT Supervisor

***** California *****

10030 3076
 Anaheim West
 Carano, Tayler & Natali
 P.O. Box 4370
 Anaheim, CA 92803
 B (714)533-1989
 Fax (714)533-1944

Orange County

***** California *****

9089 3078
 Auburn/Rocklin
 Griffith, Ruth Anne & Allen, Daniel V.
 2320 Sierra Meadows Drive
 Rocklin, CA 95677
 B (916)632-2250
 Fax (916)632-2254

Oregon/Northern CA/Western NV

***** Arkansas *****

9676 2963 3950
 Fort Smith
 McDowell, Michael Shawn
 3500 Jenny Lind Rd, Ste E
 Fort Smith, AR 72901
 B (479)452-8282
 Fax (479)452-8283
 NW Arkansas Trainership
 FT Supervisor

***** California *****

10273 2206 3000
 Alhambra
 Vanderwielen, Garret A. & Kovar, Michael D.
 318 South Palm Avenue, Suite D
 Alhambra, CA 91803
 B (626)283-5875
 Fax (626)283-4498
 L. A. County North
 Servpro Central Headquarters

***** California *****

9512 3078
 Antioch
 Borders, Michael A.
 2101 W 10th St., Ste E
 Antioch, CA 94509
 B (925)706-0106
 Fax (925)706-2668

Oregon/Northern CA/Western NV

***** California *****

10049 2206 3000
 Azusa/Covina
 Brunjes, Thomas & Brunjes, Morgan
 964 E. Badillo Street #442
 Covina, CA 91724
 B (626)387-4111
 Fax (626)498-2119
 L. A. County North
 Servpro Central Headquarters

***** Arkansas *****

8667 2906 3950
 Jonesboro
 Park, Cary
 3025 Peabody Drive
 Jonesboro, AR 72404
 B (870)934-0501
 Fax (870)934-0583
 Arkansas Trainership
 FT Supervisor

***** California *****

9484 2926 3940
 Amador/Calaveras Counties & Sonora
 Steele, Dan & Becky
 P.O. Box 1732
 Jackson, CA 95642
 B (209)223-4423
 Fax (209)223-0989
 San Joaquin/Calaveras Trainership
 FT Supervisor

***** California *****

9367 2206 3000 CM 9368
 Arcadia
 Moufarrege Sr., Antoine J.
 1848 Evergreen St.
 Duarte, CA 91010
 B (626)447-4128
 Fax (626)447-4303
 L. A. County North
 Servpro Central Headquarters

***** California *****

10423 3081
 Beaumont/Banning
 Brandenberger, Robert Mark
 1143 W. Lincoln Ave, Unit 17
 Banning, CA 92220
 B (951)922-2900
 Fax (951)922-2904

San Bernardino/Riverside and SE Los Angeles C

***** California *****

9385 2957 3940
 Bel Air/N. Beverly Hills/West Hollywood
 Tohme, Hayssam
 8701 Aviation Blvd.
 Inglewood, CA 90301
 B (310)572-6132
 Fax (310)859-3869
 West Los Angeles/South Ventura County
 FT Supervisor

***** California *****

8552 3076 CM 8788
 Buena Park
 Polizzo, Ed & Zulma
 339 American Circle
 Corona, CA 92880
 B (714)523-9119
 Fax (951)278-9771

Orange County

***** California *****

10244 2956 3940 CM 1024
 Canoga Park/West Hills
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 Fax (818)312-9532
 California Gold Coast Trainership
 FT Supervisor

***** California *****

10117 2957 3940
 Carson/West Carson
 Mokhtari, Faramarz & Azita
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 West Los Angeles/South Ventura County
 FT Supervisor

***** California *****

9332 2912 3940 CM 9549
 Belmont/San Carlos
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 B (650)591-4137
 Fax (510)785-0497
 California Bay Area Trainership
 FT Supervisor

***** California *****

2720 2206 3000 CM 2206
 Burbank
 Tronson, David & Dee Dee & Tronson, April
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 Sylmar, CA 91342
 B (818)842-1400
 Fax (818)837-3762
 L. A. County North
 Servpro Central Headquarters

***** California *****

8724 2001 3000
 Carlsbad
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 Vista, CA 92081
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 San Diego County
 Servpro Central Headquarters

***** California *****

10296 3076
 Central Garden Grove
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Orange County

***** California *****

9530 3078
 Benicia/Martinez/Southeast Vallejo
 Botsford, Rick & Michelle
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Oregon/Northern CA/Western NV

***** California *****

5726 2956 3940 CM 5931
 Camarillo
 Vujovich, Patricia & Nunes, Michael
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 Camarillo, CA 93010-6038
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 California Gold Coast Trainership
 FT Supervisor

***** California *****

9917 2001 3000
 Carmel Valley NE/East Rancho Santa Fe
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 San Diego County
 Servpro Central Headquarters

***** California *****

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 Central Glendale
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 L. A. County North
 Servpro Central Headquarters

***** California *****

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 Big Bear/Lake Arrowhead/NE Rancho Cucamon
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San Bernardino/Riverside and SE Los Angeles C

***** California *****

9219 2913 3940 CM 1042
 Campbell
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 California San Jose Trainership
 FT Supervisor

***** California *****

10531 3078
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Oregon/Northern CA/Western NV

***** California *****

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 San Diego County
 Servpro Central Headquarters

***** California *****

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San Bernardino/Riverside and SE Los Angeles C

***** California *****

9344 3081
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San Bernardino/Riverside and SE Los Angeles C

***** California *****

9704 3081
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San Bernardino/Riverside and SE Los Angeles C

***** California *****

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San Diego County
Servpro Central Headquarters

***** California *****

5395 2957 3940 CM 2206
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West Los Angeles/South Ventura County
FT Supervisor

***** California *****

9971 2001 3000
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San Diego County
Servpro Central Headquarters

***** California *****

9337 3081
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San Bernardino/Riverside and SE Los Angeles C

***** California *****

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Orange County

***** California *****

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FT Supervisor

***** California *****

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San Diego County
Servpro Central Headquarters

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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Crescenta Valley/East Glendale
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L. A. County North
Servpro Central Headquarters

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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Oregon/Northern CA/Western NV

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San Bernardino/Riverside and SE Los Angeles C

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FT Supervisor

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Oregon/Northern CA/Western NV

***** California *****

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San Bernardino/Riverside and SE Los Angeles C

***** California *****

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 Central Valley Trainership
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***** California *****

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 San Diego County
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Oregon/Northern CA/Western NV

***** California *****

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San Bernardino/Riverside and SE Los Angeles C

***** California *****

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 San Diego County
 Servpro Central Headquarters

***** California *****

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 San Diego County
 Servpro Central Headquarters

***** California *****

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 San Diego County
 Servpro Central Headquarters

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 Servpro Central Headquarters

***** California *****

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San Bernardino/Riverside and SE Los Angeles C

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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San Bernardino/Riverside and SE Los Angeles C

***** California *****

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Orange County

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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FT Supervisor

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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California Bay Area Trainership
FT Supervisor

***** California *****

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L. A. County North
Servpro Central Headquarters

***** California *****

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San Diego County
Servpro Central Headquarters

***** California *****

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San Diego County
Servpro Central Headquarters

***** California *****

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Central Valley Trainership
FT Supervisor

***** California *****

9103 2956 3940 CM 9104
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California Gold Coast Trainership
FT Supervisor

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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San Bernardino/Riverside and SE Los Angeles C

***** California *****

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Central Valley Trainership
FT Supervisor

***** California *****

9468 2957 3940 CM 9469
Granada Hills
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West Los Angeles/South Ventura County
FT Supervisor

***** California *****

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Oregon/Northern CA/Western NV

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Orange County

***** California *****

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Orange County

***** California *****

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San Bernardino/Riverside and SE Los Angeles C

***** California *****

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FT Supervisor

***** California *****

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FT Supervisor

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***** California *****

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San Bernardino/Riverside and SE Los Angeles C

***** California *****

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Orange County

***** California *****

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Orange County

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***** California *****

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Orange County

***** California *****

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Servpro Central Headquarters

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Orange County

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Orange County

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***** California *****

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FT Supervisor

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Oregon/Northern CA/Western NV

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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California Bay Area Trainership
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***** California *****

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South Orange County
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FT Supervisor

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***** California *****

10427 2913 3940
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San Bernardino/Riverside and SE Los Angeles C

***** California *****

10321 2956 3940 CM 1050
 Moorpark/Fillmore/Santa Paula
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 Fax (310)496-1476
 California Gold Coast Trainership
 FT Supervisor

***** California *****

8693 3078
 Napa County
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Oregon/Northern CA/Western NV

***** California *****

10057 3078
 North Highlands/Rio Linda
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Oregon/Northern CA/Western NV

***** California *****

10226 3081
 North Riverside City
 Sonboli, Bahram
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San Bernardino/Riverside and SE Los Angeles C

***** California *****

5631 3081
 Moreno Valley
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San Bernardino/Riverside and SE Los Angeles C

***** California *****

9642 2913 3940
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 California San Jose Trainership
 FT Supervisor

***** California *****

9443 2206 3000
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 Toluca Lake, CA 91602
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 L. A. County North
 Servpro Central Headquarters

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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 Santa Cruz/Monterey Trainership
 FT Supervisor

***** California *****

10168 3076
 Newport Beach
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Orange County

***** California *****

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 San Diego County
 Servpro Central Headquarters

***** California *****

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San Bernardino/Riverside and SE Los Angeles C

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

9469 2957 3940
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FT Supervisor

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

1380 2087 3081
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***** California *****

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San Diego County
Servpro Central Headquarters

***** California *****

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San Bernardino/Riverside and SE Los Angeles C

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California Central Trainership
FT Supervisor

***** California *****

1898 2087 3081 CM 2087
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Indian Wells

San Bernardino/Riverside and SE Los Angeles C

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San Bernardino/Riverside and SE Los Angeles C

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San Bernardino/Riverside and SE Los Angeles C

***** California *****

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South Orange County
Orange County

***** California *****

9210 2206 3000
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L. A. County North
Servpro Central Headquarters

***** California *****

9610 3081
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San Bernardino/Riverside and SE Los Angeles C

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South Orange County

Orange County

***** California *****

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California Gold Coast Trainership
FT Supervisor

***** California *****

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Santa Cruz/Monterey Trainership
FT Supervisor

***** California *****

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 West Los Angeles/South Ventura County
 FT Supervisor

***** California *****

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***** California *****

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 FT Supervisor

***** California *****

10301 2956 3940
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***** California *****

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Oregon/Northern CA/Western NV

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***** California *****

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 FT Supervisor

***** California *****

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Orange County

***** California *****

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 South Orange County
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***** California *****

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Oregon/Northern CA/Western NV

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 West Los Angeles/South Ventura County
 FT Supervisor

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 Servpro Central Headquarters

***** California *****

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 Servpro Central Headquarters

***** California *****

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 Santa Cruz/Monterey Trainership
 FT Supervisor

***** California *****

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 Servpro Central Headquarters

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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 L. A. County North
 Servpro Central Headquarters

***** California *****

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 South Orange County
 Orange County

***** California *****

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 Santa Cruz/Monterey Trainership
 FT Supervisor

***** California *****

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 Moreno, Alexander & Ana
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 San Diego County
 Servpro Central Headquarters

***** California *****

9549 2912 3940
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 California Bay Area Trainership
 FT Supervisor

***** California *****

9104 2956 3940
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 California Gold Coast Trainership
 FT Supervisor

***** California *****

5720 2956 3940 CM 1030
 Santa Maria
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 California Gold Coast Trainership
 FT Supervisor

***** California *****

8658 2001 3000
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 San Diego County
 Servpro Central Headquarters

***** California *****

5676 2956 3940 CM 9069
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 California Gold Coast Trainership
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 Santa Cruz/Monterey Trainership
 FT Supervisor

***** California *****

8907 2957 3940 CM 9966
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 West Los Angeles/South Ventura County
 FT Supervisor

***** California *****

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Orange County

***** California *****

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 West Los Angeles/South Ventura County
 FT Supervisor

***** California *****

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 Servpro Central Headquarters

***** California *****

9685 3078 CM 1043
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Oregon/Northern CA/Western NV

***** California *****

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 San Diego County
 Servpro Central Headquarters

***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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***** California *****

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***** California *****

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***** California *****

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***** California *****

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 West Los Angeles/South Ventura County
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***** California *****

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 West Los Angeles/South Ventura County
 FT Supervisor

***** California *****

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***** California *****

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Oregon/Northern CA/Western NV

***** California *****

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***** California *****

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***** California *****

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 California San Jose Trainership
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***** California *****

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***** California *****

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***** California *****

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***** California *****

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San Bernardino/Riverside and SE Los Angeles C

***** California *****

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***** California *****

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Beverly Hills, CA 90211
B (310)390-7540
Fax (310)644-2197
West Los Angeles/South Ventura County
FT Supervisor

***** California *****

9263 3076 CM 1038
Yorba Linda/Brea
Arcila, Edgardo & Arcila, Edgar R.
22605 La Palma Ave Ste 502
Yorba Linda, CA 92887
B (714)701-0207
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Orange County

***** Colorado *****

9698 2923 3950 CM 1033
Broomfield/NW Adams County
Olson, Erik S. & Kristine C.
697 S Pierce Ave.
Louisville, CO 80027
B (303)452-9900
Fax (303)530-0670
Northern Colorado Trainership
FT Supervisor

***** California *****

5021 2986 3940 CM 5215
West Modesto
Johnson, Walter & Marjorie
1086 Bessemer Avenue
Manteca, CA 95337
B (209)523-2522
Fax (209)823-0708
Central Valley Trainership
FT Supervisor

***** California *****

9251 3081 CM 1037
Whittier
Vazquez, Jose Ramos & Ramos, Norma A.
9245 Santa Fe Springs Road
Santa Fe Springs, CA 90670
B (562)698-5368
Fax (562)698-3209

San Bernardino/Riverside and SE Los Angeles C

***** Colorado *****

9894 2922 3950
Archuleta, La Plata, Montezuma & San Juan Co
Harlan, Keith M.
170 S. Skyline Dr., Bldg. #2
Durango, CO 81303
B (970)259-6184
Fax (970)422-8025
Southern Colorado Trainership
FT Supervisor

***** Colorado *****

10302 2923 3950
Castle Rock/Parker
Gullick, Camella R. & Sean C.
10270 Dransfeldt Road, Suite 300
Parker, CO 80134
B (720)842-1950
Fax (303)593-1639
Northern Colorado Trainership
FT Supervisor

***** California *****

10315 3081
West Riverside City
Schmidt, Christopher & Aleksandra
9825 Magnolia Ave. Suite B311
Riverside, CA 92503
B (951)351-8033
Fax (951)688-0764

San Bernardino/Riverside and SE Los Angeles C

***** California *****

10100 3081
Woodcrest/El Cerrito/Lake Mathews
Lingurar, George & Rodica
12140 Severn Way
Riverside, CA 92503
B (951)398-3240
Fax (951)398-3250

San Bernardino/Riverside and SE Los Angeles C

***** Colorado *****

10142 2923 3950 CM 1033
Arvada
Olson, Erik S. & Kristine C.
697 S. Pierce Avenue
Louisville, CO 80027
B (303)420-1455
Fax (303)530-0670
Northern Colorado Trainership
FT Supervisor

***** Colorado *****

5276 2923 3950 CM 8915
Denver East
Mayfield, Theresa & Gary
P.O. Box 1254
Englewood, CO 80150
B (303)733-9076
Fax (303)730-9603
Northern Colorado Trainership
FT Supervisor

***** Colorado *****

8176 2923 3950 CM 8915
 Englewood/East Littleton
 Mayfield, Theresa & Gary
 P.O. Box 1254
 Englewood, CO 80150
 B (303)777-6498
 Fax (303)730-9603
 Northern Colorado Trainership
 FT Supervisor

***** Colorado *****

1444 2923 3950 CM 1033
 Greater Boulder
 Olson, Erik S. & Kristine C.
 697 S Pierce Ave.
 Louisville, CO 80027
 B (303)494-2000
 Fax (303)530-0670
 Northern Colorado Trainership
 FT Supervisor

***** Colorado *****

10337 2923 3950
 Lakewood-Ken Caryl
 Olson, Erik S. & Kristine C.
 697 S. Pierce Avenue
 Louisville, CO 80027
 B (303)973-4664
 Fax (303)494-2000
 Northern Colorado Trainership
 FT Supervisor

***** Colorado *****

9333 2922 3950
 Pueblo
 Drury, Jack
 3130 Broadmoor Ave
 Pueblo, CO 81004
 B (719)544-7165
 Fax (719)564-2008
 Southern Colorado Trainership
 FT Supervisor

***** Colorado *****

10019 2922 3950
 Fort Collins
 Jeffries, Daniel & Amin, Arezo
 308 N Link Lane
 Fort Collins, CO 80524
 B (970)493-6335
 Fax (970)221-4896
 Southern Colorado Trainership
 FT Supervisor

***** Colorado *****

10134 2923 3950
 Greeley/Windsor
 McGuffey, Kristina & Luke
 P.O. Box 337357
 Greeley, CO 80633
 B (970)353-1388
 Fax (970)353-2693
 Northern Colorado Trainership
 FT Supervisor

***** Colorado *****

10341 2922 3950
 Montrose/Telluride
 Miller, Thomas Ivan
 P.O. Box 1505
 Montrose, CO 81402
 B (970)240-6970
 Fax (970)240-5928
 Southern Colorado Trainership
 FT Supervisor

***** Colorado *****

8257 2922 3950
 South Colorado Springs
 Turnbloom, Roxanne & Stephen
 5660 Parachute Circle
 Colorado Springs, CO 80916-4713
 B (719)574-2789
 Fax (719)574-2841
 Southern Colorado Trainership
 FT Supervisor

***** Colorado *****

10087 2923 3950
 Golden/Wheat Ridge/Evergreen
 Spies, Todd & Christine
 P.O. Box 1294
 Evergreen, CO 80437
 B (303)279-8055
 Fax (303)279-8056
 Northern Colorado Trainership
 FT Supervisor

***** Colorado *****

8915 2923 3950
 Highlands Ranch/NW Douglas County
 Mayfield, Theresa & Gary
 P.O. Box 1254
 Englewood, CO 80150
 B (303)730-3694
 Fax (303)730-9603
 Northern Colorado Trainership
 FT Supervisor

***** Colorado *****

9078 2922 3950
 North Central Colorado Springs
 Simmerman, Casey & Mara
 P.O. Box 51088
 Colorado Springs, CO 80949
 B (719)266-0881
 Fax (719)597-8007
 Southern Colorado Trainership
 FT Supervisor

***** Colorado *****

9730 2922 3950
 Summit, Lake, Park & Eagle Counties
 Chavis, Jeffrey & Martina
 P.O. Box 8818
 Avon, CO 81620
 B (970)949-3235
 Fax (970)668-0548
 Southern Colorado Trainership
 FT Supervisor

***** Colorado *****

10212 2922 3950
 Grand Junction
 Behunin, Lonnie
 826 21 1/2 Road
 Grand Junction, CO 81505
 B (970)241-8181
 Fax (970)241-8182
 Southern Colorado Trainership
 FT Supervisor

***** Colorado *****

10182 2923 3950
 Lafayette/Louisville
 Gallagher, Justin
 1218 Commerce Court, Unit C
 Lafayette, CO 80026
 B (303)604-6607
 Fax (303)604-6617
 Northern Colorado Trainership
 FT Supervisor

***** Colorado *****

10236 2922 3950
 Northern Colorado Springs/Tri-Lakes
 Turnbloom, Roxanne & Stephen
 5660 Parachute Circle
 Colorado Springs, CO 80916
 B (719)434-4626
 Fax (719)574-2841
 Southern Colorado Trainership
 FT Supervisor

***** Colorado *****

9805 2923 3950
 West Littleton/Sheridan
 Gullick, Camella R. & Sean C.
 7931 S. Broadway #317
 Littleton, CO 80122
 B (303)593-1374
 Fax (303)593-1639
 Northern Colorado Trainership
 FT Supervisor

***** Connecticut *****

10121 3072
Bloomfield/Enfield
DiCristofaro, Noemi & Ralph
100 Peters Road
Bloomfield, CT 06002
B (860)216-2785
Fax (860)216-2762

Southern New England and New York

***** Connecticut *****

5261 3072 CM 2060
Glastonbury
Dion, Ron & Louise
540 North Main Street
Manchester, CT 06042
B (860)633-8791
Fax (860)645-8718

Southern New England and New York

***** Connecticut *****

9388 3072 CM 9389
Middletown/New Britain
Edwards, Gary
362 Industrial Park Rd, Unit 3
Middletown, CT 06457
B (860)826-5169
Fax (860)632-8920

Southern New England and New York

***** Connecticut *****

9853 3072
Newington/Central Hartford
Jameson, Lisa
11 Progress Circle
Newington, CT 06111
B (860)667-9191
Fax (860)667-7690

Southern New England and New York

***** Connecticut *****

8626 3072
Branford/Shoreline
Glaser, Catalina & Herman
P.O. Box 947
Branford, CT 06405
B (203)488-8881
Fax (203)483-9396

Southern New England and New York

***** Connecticut *****

10247 3072 CM 1025
Greenwich
Keating, Michael
20 Garland Drive
Stamford, CT 06907
B (203)629-3480
Fax (203)348-8384

Southern New England and New York

***** Connecticut *****

9597 3072
Milford-Orange-Stratford
Geaski, Gregory J.
232 Amity Road
Woodbridge, CT 06525
B (203)301-0500
Fax (203)298-4994

Southern New England and New York

***** Connecticut *****

8240 3072
Newtown and Southern Litchfield County
White, Edward & Kristen
125 Commerce Dr, Ste 5
Brookfield, CT 06804
B (203)743-5362
Fax (203)743-5815

Southern New England and New York

***** Connecticut *****

8308 3072
Bristol
Violante, Daniel & Violante, Eric
377 New Britain Avenue
Unionville, CT 06085
B (860)582-3330
Fax (860)675-4501

Southern New England and New York

***** Connecticut *****

9866 3072
Manchester/Bolton
Dion, Ron & Louise
540 N. Main St.
Manchester, CT 06042
B (860)649-0836
Fax (860)645-8718

Southern New England and New York

***** Connecticut *****

10147 3072 CM 1014
New Haven
Randolph, Graham Allen & Susan
1 Corporate Drive
North Haven, CT 06473
B (203)234-1100
Fax (203)234-1204

Southern New England and New York

***** Connecticut *****

10249 3072 CM 1025
Norwalk/Wilton
Keating, Michael
20 Garland Drive
Stamford, CT 06907
B (203)866-2871
Fax (203)348-8384

Southern New England and New York

***** Connecticut *****

5437 3072
Danbury/Ridgefield
Yoran, Scott
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Danbury, CT 06813-3536
B (203)791-0920
Fax (203)792-6970

Southern New England and New York

***** Connecticut *****

9327 3072
Meriden
Luciani, Mario
1254 S. Broad St
Wallingford, CT 06492
B (203)630-2273
Fax (203)626-9597

Southern New England and New York

***** Connecticut *****

8625 3072 CM 8626
New London
Glaser, Catalina & Herman
P.O. Box 947
Branford, CT 06405
B (860)443-2222
Fax (203)483-9396

Southern New England and New York

***** Connecticut *****

8745 3072
Norwich and Windham County
O'Sullivan Jr., John
435 Rear, Salem Turnpike
Bozrah, CT 06334
B (860)887-0447
Fax (860)889-2701

Southern New England and New York

***** Connecticut *****

8624 3072 CM 8626
 Old Saybrook
 Glaser, Catalina & Herman
 P.O. Box 947
 Branford, CT 06405
 B (860)388-1776
 Fax (203)483-9396

Southern New England and New York

***** Connecticut *****

10148 3072 CM 1014
 The Naugatuck Valley
 Randolph, Graham Allen & Susan
 1 Corporate Drive
 North Haven, CT 06473
 B (203)734-8353
 Fax (203)234-1204

Southern New England and New York

***** Connecticut *****

10146 3072 CM 1014
 Waterbury
 Randolph, Graham Allen & Susan
 1 Corporate Drive
 North Haven, CT 06473
 B (203)757-5050
 Fax (203)234-1204

Southern New England and New York

***** Delaware *****

9086 3048
 Bear/New Castle
 Massey, Richard
 301 Carson Drive
 Bear, DE 19701
 B (302)392-6000
 Fax (302)392-6100

Penn-Del

***** Connecticut *****

10159 3072
 Southbury/Torrington
 Geaski, Gregory J.
 232 Amity Road
 Woodbridge, CT 06525
 B (203)267-6262
 Fax (860)632-8920

Southern New England and New York

***** Connecticut *****

10171 3072
 The Windsors
 Senese, Antonio
 22 Thompson Road, Area 8 & 9
 East Windsor, CT 06088
 B (860)627-0763
 Fax (860)627-0775

Southern New England and New York

***** Connecticut *****

1708 3072
 West Hartford
 Dion, Ron & Louise
 540 North Main Street
 Manchester, CT 06042
 B (860)236-4788
 Fax (860)645-8718

Southern New England and New York

***** Delaware *****

5786 3048
 Brandywine/Wilmington
 Mehan, Andrew & Linda & Mehan, Sean & Brow
 225 North James Street
 Wilmington, DE 19804
 B (302)762-8080
 Fax (302)992-7994

Penn-Del

***** Connecticut *****

10251 3072
 Stamford
 Keating, Michael
 20 Garland Drive
 Stamford, CT 06907
 B (203)324-1642
 Fax (203)348-8384

Southern New England and New York

***** Connecticut *****

8407 3072 CM 2060
 Tolland County
 Dion, Ron & Louise
 540 North Main Street
 Manchester, CT 06042
 B (860)456-4688
 Fax (860)645-8718

Southern New England and New York

***** Connecticut *****

10250 3072 CM 1025
 Westport/Fairfield
 Keating, Michael
 20 Garland Drive
 Stamford, CT 06907
 B (203)226-0207
 Fax (203)348-8384

Southern New England and New York

***** Delaware *****

9105 3048
 Dover/Middletown
 Nunan, III, Charles R.
 P.O. Box 485
 Dover, DE 19903
 B (302)697-9776
 Fax (302)735-9943

Penn-Del

***** Connecticut *****

1203 3072 CM 8308
 The Farmington Valley
 Violante, Daniel & Violante, Eric
 377 New Britain Avenue
 Unionville, CT 06085
 B (860)675-4500
 Fax (860)675-4501

Southern New England and New York

***** Connecticut *****

10248 3072 CM 1025
 Trumbull, Monroe and Northern Bridgeport
 Keating, Michael
 20 Garland Drive
 Stamford, CT 06907
 B (203)452-7781
 Fax (203)348-8384

Southern New England and New York

***** Connecticut *****

5260 3072 CM 2060
 Wethersfield/Rocky Hill
 Dion, Ron & Louise
 540 North Main Street
 Manchester, CT 06042
 B (860)236-4788
 Fax (860)645-8718

Southern New England and New York

***** Delaware *****

5627 3048
 Hockessin/Elsmere
 Mehan, Andrew & Linda & Mehan, Sean & Brow
 225 N. James St.
 Wilmington, DE 19804
 B (302)992-0104
 Fax (302)992-7994

Penn-Del

***** Delaware *****

8604 3048 CM 8738
 Newark
 Mehan, Andrew & Linda & Mehan, Sean & Brow
 225 N. James Street
 Wilmington, DE 19804
 B (302)733-7933
 Fax (302)992-7994

Penn-Del

***** Florida *****

9353 2976 3908
 Altamonte Springs/Longwood
 Tschirhart, Eric & Higdon, Jr., DeVaughn L.
 700 W. State Rd 436, Ste 118
 Altamonte Springs, FL 32714
 B (407)830-9899
 Fax (321)251-5573
 Greater Orlando Trainership
 FT Supervisor

***** Florida *****

9043 2900 3908 CM 9044
 Bay County East
 Grier, Kellie & Sean
 P.O. Box 15607
 Panama City, FL 32406
 B (850)785-1077
 Fax (850)747-3028
 Florida Panhandle Trainership
 FT Supervisor

***** Florida *****

10407 2942 3908
 Cape Coral
 Rone, Stephen D. & Mary Ann
 1203 SE 9th Terrace
 Cape Coral, FL 33990
 B (239)573-5911
 Fax (239)573-7911
 Southwest Florida Trainership
 FT Supervisor

***** Delaware *****

5930 3048
 Sussex County
 Hopkins, JoAnn & Ray
 P.O. Box 70
 Georgetown, DE 19947
 B (302)856-9768
 Fax (302)856-9758

Penn-Del

***** Florida *****

1932 2976 3908 CM 5542
 Apopka-Wekiva
 Tracy, Scott
 P.O. Box 607005
 Orlando, FL 32860-7005
 B (407)788-3124
 Fax (407)645-0857
 Greater Orlando Trainership
 FT Supervisor

***** Florida *****

9044 2900 3908
 Bay County West
 Grier, Kellie & Sean
 P.O. Box 15607
 Panama City, FL 32406
 B (850)785-1077
 Fax (850)747-3028
 Florida Panhandle Trainership
 FT Supervisor

***** Florida *****

8356 2976 3908
 Central Brevard
 Owens, Raymond
 P.O. Box 560458
 Rockledge, FL 32956
 B (321)638-4947
 Fax (321)638-0420
 Greater Orlando Trainership
 FT Supervisor

***** District of Columbia ***** Florida *****

8132 2224 3000 CM 8971
 Washington, DC
 Hargrove, John & Nancy
 10000 Business Parkway
 Lanham, MD 20706
 B (202)737-8776
 Fax (301)931-1285
 Nova
 Servpro Central Headquarters

***** Florida *****

9376 2925 3908 CM 1009
 Arlington
 Clark, Bryce A.
 1716 Harper Street
 Jacksonville, FL 32204
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 Fax (904)721-2235
 Florida Northeast Trainership
 FT Supervisor

***** Florida *****

5882 2942 3908 CM 8590
 Bradenton
 Hibbs, Larry & Joanne
 4301 32nd Street W., Unit C-16
 Bradenton, FL 34205
 B (941)792-7715
 Fax (941)727-6643
 Southwest Florida Trainership
 FT Supervisor

***** Florida *****

9126 2942 3908
 Central Ft. Myers
 Ferguson, John
 1685 Target Court #22
 Fort Myers, FL 33905
 B (239)334-8700
 Fax (239)334-4315
 Southwest Florida Trainership
 FT Supervisor

9519 2982 3908
 Alachua County West
 Raymond, Mark & Rebecca
 P.O. Box 357657
 Gainesville, FL 32635-7657
 B (352)374-6589
 Fax (352)374-6591
 Florida Northeast Trainership II
 FT Supervisor

***** Florida *****

9868 2977 3908
 Bartow/Lakeland Highlands
 Touchton, David M.
 P.O. Box 208
 Highland City, FL 33846
 B (863)510-5962
 Fax (863)510-5964
 Central Florida I Trainership
 FT Supervisor

***** Florida *****

9200 2939 3908 CM 1034
 Brickell
 Calzada, Jr., Osvaldo
 2520 Coral Way, Suite 2-301
 Coral Gables, FL 33145
 B (305)643-0710
 Fax (305)643-0720
 Dade/Monroe County Trainership
 FT Supervisor

***** Florida *****

10429 2938 3908 CM 1043
 Central St. Petersburg/Pinellas Park
 Nicholson, Thomas Brent
 810 Crossland Avenue
 Clarksville, TN 37040
 B (727)521-2562
 Fax (727)822-0655
 The Suncoast Trainership
 FT Supervisor

***** Florida *****

9299 2938 3908
Citrus County
Taylor, Debra & Romonda
P.O. Box 640773
Beverly Hills, FL 34464
B (352)522-1053
Fax (352)519-4189
The Suncoast Trainership
FT Supervisor

***** Florida *****

9275 2927 3908
Deerfield Beach
Lux, Debbie & Lacouture, Ivan
P.O. Box 642
Deerfield Beach, FL 33443
B (954)596-2208
Fax (954)671-0072
Southeast Florida Trainership
FT Supervisor

***** Florida *****

9654 2927 3908
East Davie/Cooper City
Greenstein, Adam
3921 S.W. 47th Ave. Ste. 1001
Davie, FL 33314
B (954)741-4321
Fax (954)725-6451
Southeast Florida Trainership
FT Supervisor

***** Florida *****

10051 2925 3908
Flagler County
Lilly, Michael J.
1 Enterprise Drive, Suite #4
Bunnell, FL 32110
B (386)447-2202
Fax (386)206-4188
Florida Northeast Trainership
FT Supervisor

***** Florida *****

9322 2982 3908
Columbia and Suwannee Counties
Nicholson, Charles C. & Kimberly
295 NW Commons Loop
Lake City, FL 32055
B (386)754-0261
Fax (386)754-0263
Florida Northeast Trainership II
FT Supervisor

***** Florida *****

10040 2927 3908 CM 1004
Delray Beach
Ruderman, Joshua
2880 NW 2nd Ave. Suite 3
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B (561)272-5180
Fax (561)391-3238
Southeast Florida Trainership
FT Supervisor

***** Florida *****

8590 2942 3908
East Manatee County
Hibbs, Larry & Joanne
4301 32nd Street W., Unit C-16
Bradenton, FL 34205
B (941)747-2333
Fax (941)727-6643
Southwest Florida Trainership
FT Supervisor

***** Florida *****

5866 2900 3908 CM 9055
Fort Walton Beach
Jones, Jeffrey E. & Wendy
646-1 Lovejoy Road N.W.
Fort Walton Beach, FL 32548
B (850)863-2552
Fax (850)244-7297
Florida Panhandle Trainership
FT Supervisor

***** Florida *****

10123 2976 3908
Conway/Holden Heights
Salloum, Georges
4061 Forrestal Ave. Suite 6
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B (407)985-3200
Fax (407)985-3714
Greater Orlando Trainership
FT Supervisor

***** Florida *****

10413 2939 3908
Doral
Jaramillo, Bresly F. & Carla M.
3186 W. 81st Street
Hialeah, FL 33018
B (305)594-2956
Fax (305)558-1140
Dade/Monroe County Trainership
FT Supervisor

***** Florida *****

8921 2938 3908
East Pasco
Froelich, Andrew T. & Laurie
7920 Evies Way
Port Richey, FL 34668
B (813)929-9898
Fax (727)842-9568
The Suncoast Trainership
FT Supervisor

***** Florida *****

10484 2927 3908 CM 1048
Ft. Lauderdale North
Po, Tyrone & Cahill, Jr., Thomas
2731 NW 30th Avenue
Ft. Lauderdale, FL 33311
B (954)733-1006
Fax (954)714-4680
Southeast Florida Trainership
FT Supervisor

***** Florida *****

10208 2939 3908
Cutler Bay
Early, Miles A.
12441 SW 130th Street
Miami, FL 33186
B (305)278-8484
Fax (305)278-1470
Dade/Monroe County Trainership
FT Supervisor

***** Florida *****

9652 2927 3908
East Coral Springs
Greenstein, Alan
3921 S.W. 47th Ave. Ste. 1001
Davie, FL 33314
B (954)796-0822
Fax (954)725-6451
Southeast Florida Trainership
FT Supervisor

***** Florida *****

9499 2925 3908
Fernandina Beach/Yulee
Reilly, Paula & Peter
P.O. Box 1564
Yulee, FL 32041
B (904)729-2401
Fax (904)729-4123
Florida Northeast Trainership
FT Supervisor

***** Florida *****

10282 2927 3908
Ft. Lauderdale South
Panster, Michael
401 E. Las Olas Boulevard, Suite 1400
Ft. Lauderdale, FL 33301
B (954)776-2000
Fax (954)973-4131
Southeast Florida Trainership
FT Supervisor

***** Florida *****

10451 2925 3908
 Greater St. Augustine/St. Augustine Beach
 Shirazyan, David F. & Svetlana Y.
 1761 Dobbs Road, Unit 106
 St. Augustine, FL 32084
 B (904)429-4457
 Fax (904)930-4225
 Florida Northeast Trainership
 FT Supervisor

***** Florida *****

8707 2939 3908
 Hollywood/Hallandale/Aventura
 Coken, Lawrence & Cindy
 P.O. Box 223735
 Hollywood, FL 33022-3735
 B (954)921-8992
 Fax (954)961-2033
 Dade/Monroe County Trainership
 FT Supervisor

***** Florida *****

8670 2977 3908
 Lakeland
 Riddle, Larry & Cathy
 629 Orange Valley Lane
 Lakeland, FL 33813
 B (863)646-4213
 Fax (863)646-5580
 Central Florida I Trainership
 FT Supervisor

***** Florida *****

9056 2939 3908 CM 8707
 Miami Beach
 Coken, Lawrence & Cindy
 P.O. Box 223735
 Hollywood, FL 33022
 B (305)532-5411
 Fax (954)961-2033
 Dade/Monroe County Trainership
 FT Supervisor

***** Florida *****

10430 2938 3908
 Gulf Beaches South/West St. Petersburg
 Nicholson, Thomas Brent
 810 Crossland Avenue
 Clarksville, TN 37040
 B (727)341-1001
 Fax (727)822-0655
 The Suncoast Trainership
 FT Supervisor

***** Florida *****

10097 2925 3908
 Jacksonville South
 Clark, Bryce A.
 1716 Harper Street
 Jacksonville, FL 32204
 B (904)762-8066
 Fax (904)721-2235
 Florida Northeast Trainership
 FT Supervisor

***** Florida *****

5053 2938 3908 CM 8715
 Largo
 Greenway, Burton & Deanna
 P.O. Box 428
 Largo, FL 33779
 B (727)586-0060
 Fax (727)586-4566
 The Suncoast Trainership
 FT Supervisor

***** Florida *****

10412 2939 3908 CM 1041
 Miami Lakes
 Jaramillo, Bresly F. & Carla M.
 3186 W. 81st Street
 Hialeah, FL 33018
 B (305)558-6211
 Fax (305)558-1140
 Dade/Monroe County Trainership
 FT Supervisor

***** Florida *****

10023 2977 3908
 Haines City/Polk City
 Brill, Christopher & Jennifer
 6039 Cypress Gardens Blvd. #502
 Winter Haven, FL 33884
 B (863)236-3553
 Fax (863)551-5006
 Central Florida I Trainership
 FT Supervisor

***** Florida *****

5614 2982 3908
 Lake County
 Brennan, Philip & Diane
 P.O. Box 275
 Mt. Dora, FL 32756
 B (352)735-3311
 Fax (352)735-2050
 Florida Northeast Trainership II
 FT Supervisor

***** Florida *****

5544 2925 3908 CM 8451
 Mandarin
 Braddock, Tom & Robin
 P.O. Box 24651
 Jacksonville, FL 32241
 B (904)636-0044
 Fax (904)636-0044
 Florida Northeast Trainership
 FT Supervisor

***** Florida *****

10408 2942 3908
 N. Ft. Myers/Punta Gorda
 Rone, Stephen D. & Mary Ann
 P.O. Box 152504
 Cape Coral, FL 33915
 B (941)575-5910
 Fax (239)573-7911
 Southwest Florida Trainership
 FT Supervisor

***** Florida *****

5956 2938 3908 CM 8921
 Hernando County
 Froelich, Andrew T. & Laurie
 7920 Evies Way
 Port Richey, FL 34668
 B (352)683-3730
 Fax (727)842-9568
 The Suncoast Trainership
 FT Supervisor

***** Florida *****

5713 2927 3908
 Lake Worth/Boynton Beach
 Rubin, Mitchell & Dana
 117 Miller Way
 Lake Park, FL 33403
 B (561)588-9777
 Fax (561)881-9282
 Southeast Florida Trainership
 FT Supervisor

***** Florida *****

8857 2927 3908
 Martin County
 Vallejos, Marcos & Evans, Sam
 P.O. Box 1269
 Jensen Beach, FL 34958-1269
 B (772)334-8762
 Fax (772)334-8813
 Southeast Florida Trainership
 FT Supervisor

***** Florida *****

9055 2900 3908
 N. Okaloosa, Walton, Holmes & Washington
 Jones, Jeffrey E. & Wendy
 646-1 Lovejoy Road N.W.
 Ft. Walton Beach, FL 32548
 B (850)267-0746
 Fax (850)244-7297
 Florida Panhandle Trainership
 FT Supervisor

***** Florida *****

5263 2938 3908 CM 8715
NE St. Petersburg
Greenway, Burton & Deanna
P.O. Box 428
Largo, FL 33779
B (727)522-0000
Fax (727)586-4566
The Suncoast Trainership
FT Supervisor

***** Florida *****

8294 2939 3908 CM 8707
North Miami
Coken, Lawrence & Cindy
P.O. Box 223735
Hollywood, FL 33022-3735
B (305)895-4880
Fax (954)961-2033
Dade/Monroe County Trainership
FT Supervisor

***** Florida *****

1776 2976 3908 CM 5411
North Seminole County
Dalton, Joseph & Jennifer & Dalton, Jason
1980 Dolgner Place, Ste 1000
Sanford, FL 32771
B (407)323-2422
Fax (407)323-2225
Greater Orlando Trainership
FT Supervisor

***** Florida *****

10485 2927 3908
Plantation
Po, Tyrone & Cahill, Jr., Thomas
2731 NW 30th Avenue
Lauderdale Lakes, FL 33311
B (954)733-1006
Fax (954)714-4680
Southeast Florida Trainership
FT Supervisor

***** Florida *****

10471 2976 3908
New Smyrna Beach-Titusville
Lilly, Michael J.
1105 N Dixie Freeway
New Smyrna Beach, FL 32168
B (321)264-0205
Fax (386)206-4188
Greater Orlando Trainership
FT Supervisor

***** Florida *****

5474 2927 3908
North Palm Beach County
Rubin, Mitchell & Dana
117 Miller Way
Lake Park, FL 33403
B (561)881-8784
Fax (561)881-9282
Southeast Florida Trainership
FT Supervisor

***** Florida *****

8599 2938 3908
Northeast Tampa
Johnnigan, James & Johnnigan, Wilma
7400 E. Broadway Avenue
Tampa, FL 33619
B (813)719-8311
Fax (813)664-6911
The Suncoast Trainership
FT Supervisor

***** Florida *****

10277 2927 3908
Pompano Beach
Barrig, Oscar A. & Rocio J.
2101 NW 33rd St, Ste A 200
Pompano Beach, FL 33069
B (954)970-4942
Fax
Southeast Florida Trainership
FT Supervisor

***** Florida *****

5905 2976 3908 CM 5906
North Daytona Beach/Ormond Beach
Adkins, James R. & Cathy
935 Carswell Avenue
Holly Hill, FL 32117
B (386)677-9993
Fax (386)255-5318
Greater Orlando Trainership
FT Supervisor

***** Florida *****

10170 2900 3908
North Pensacola
McBride, Sharon R.
698 Heinberg St. Suite 102
Pensacola, FL 32502
B (850)466-3076
Fax (850)466-3171
Florida Panhandle Trainership
FT Supervisor

***** Florida *****

1114 2982 3908
Ocala
Williams, Roger & Williams, Greg
3407 SW 7th Street
Ocala, FL 34474
B (352)237-2248
Fax (352)732-5251
Florida Northeast Trainership II
FT Supervisor

***** Florida *****

9553 2942 3908
Port Charlotte
Maggio, Paul & Kimberly
411 Commercial Court, Suite E
Venice, FL 34292
B (941)629-0966
Fax (941)629-9233
Southwest Florida Trainership
FT Supervisor

***** Florida *****

10512 2982 3908
North Leon County
Kile, David C.
3841 Killearn Center Court, Suite B
Tallahassee, FL 32309
B (850)536-6599
Fax (850)727-8861
Florida Northeast Trainership II
FT Supervisor

***** Florida *****

9144 2942 3908
North Sarasota
Vermillion, Jeff & Vermillion, Monique
6341 Porter Rd, Ste 14
Sarasota, FL 34240
B (941)365-4614
Fax (941)371-5625
Southwest Florida Trainership
FT Supervisor

***** Florida *****

10421 2977 3908
Osceola County
Robertson, Kimberly S. & John P.
1198 A Greenskeep Drive
Kissimmee, FL 34741
B (407)933-0707
Fax (321)953-8222
Central Florida I Trainership
FT Supervisor

***** Florida *****

5986 2925 3908
Putnam County
Killebrew, C. Edward & Wendy
P.O. Box 913
Palatka, FL 32178
B (386)328-8660
Fax (386)328-8452
Florida Northeast Trainership
FT Supervisor

***** Florida *****

8287 2900 3908
 Santa Rosa County
 Anderson, Steven & Cathie
 8668 Navarre Parkway, #322
 Navarre, FL 32566
 B (850)939-4700
 Fax (850)939-5995
 Florida Panhandle Trainership
 FT Supervisor

***** Florida *****

10207 2939 3908
 South Miami
 Early, Miles A.
 2525 Ponce De Leon Boulevard, Suite 300
 Coral Gables, FL 33134
 B (305)269-8900
 Fax (305)278-1470
 Dade/Monroe County Trainership
 FT Supervisor

***** Florida *****

9748 2942 3908
 South Sarasota
 Love, Rick
 4478 McAshton St.
 Sarasota, FL 34233
 B (941)552-6319
 Fax (941)552-6327
 Southwest Florida Trainership
 FT Supervisor

***** Florida *****

10537
 Sumter County/Villages/Marion Oaks
 Furlow, Rodney O.
 1295 Stateline Road
 Clover, SC 29710
 B
 Fax

***** Florida *****

8715 2938 3908
 Seminole & Central Gulf Beaches
 Greenway, Burton & Deanna
 P.O. Box 428
 Largo, FL 33779
 B (727)391-6212
 Fax (727)586-4566
 The Suncoast Trainership
 FT Supervisor

***** Florida *****

9780 2976 3908
 South Orange County
 Toups, Tony
 1209 E. Landstreet Road
 Orlando, FL 32824
 B (407)226-2621
 Fax (407)850-1030
 Greater Orlando Trainership
 FT Supervisor

***** Florida *****

9994 2938 3908
 South Tampa
 Schweitzer, Jessica & Brian
 4307 W. Pearl Ave, Ste. H
 Tampa, FL 33611
 B (813)839-6633
 Fax (813)839-4433
 The Suncoast Trainership
 FT Supervisor

***** Florida *****

8303 2938 3908 CM 8599
 Sun City Center/South Hillsborough Co
 Johnnigan, James & Johnnigan, Wilma
 7400 E. Broadway Avenue
 Tampa, FL 33619
 B (813)633-8116
 Fax (813)664-6911
 The Suncoast Trainership
 FT Supervisor

***** Florida *****

9791 2976 3908
 South Brevard
 Robertson, Kimberly S. & John P.
 P.O. Box 121685
 West Melbourne, FL 32912
 B (321)777-5131
 Fax (321)953-8222
 Greater Orlando Trainership
 FT Supervisor

***** Florida *****

10041 2927 3908
 South Palm Beach
 Ruderman, Joshua
 2880 NW 2nd Ave. Ste 3
 Boca Raton, FL 33431
 B (561)391-3366
 Fax (561)391-3238
 Southeast Florida Trainership
 FT Supervisor

***** Florida *****

5907 2938 3908 CM 8599
 Southeast Tampa
 Johnnigan, James & Johnnigan, Wilma
 7400 E. Broadway Avenue
 Tampa, FL 33619
 B (813)677-1182
 Fax (813)664-6911
 The Suncoast Trainership
 FT Supervisor

***** Florida *****

9489 2927 3908
 Sunrise
 Diazgranados de Daza, Ana Milena & Daza-Lave
 P.O. Box 450367
 Sunrise, FL 33345-0367
 B (954)748-7887
 Fax (954)748-7140
 Southeast Florida Trainership
 FT Supervisor

***** Florida *****

5906 2976 3908
 South Daytona Beach/Port Orange
 Adkins, James R. & Cathy
 935 Carswell Avenue
 Holly Hill, FL 32117
 B (386)788-0358
 Fax (386)255-5318
 Greater Orlando Trainership
 FT Supervisor

***** Florida *****

10098 2927 3908
 South Port St. Lucie
 Vallejos, Marcos
 P.O. Box 1269
 Jensen Beach, FL 4958--1269
 B (772)934-6957
 Fax (772)334-8813
 Southeast Florida Trainership
 FT Supervisor

***** Florida *****

8451 2925 3908
 St. Augustine
 Braddock, Tom & Robin
 P.O. Box 24651
 Jacksonville, FL 32241
 B (904)829-0665
 Fax (904)636-0044
 Florida Northeast Trainership
 FT Supervisor

***** Florida *****

1994 2982 3908
 Tallahassee
 Horner, Robert & Horner, Charles
 P.O. Box 12753
 Tallahassee, FL 32317
 B (850)878-8885
 Fax (850)942-5842
 Florida Northeast Trainership II
 FT Supervisor

***** Florida *****

9288 2938 3908 CM 9862
 Tarpon
 Richman, Amy & James
 P.O. Box 388
 Oldsmar, FL 34677
 B (727)934-5555
 Fax (813)854-4059
 The Suncoast Trainership
 FT Supervisor

***** Florida *****

9790 2976 3908 CM 9791
 West Brevard
 Robertson, Kimberly S. & John P.
 P.O. Box 121685
 West Melbourne, FL 32912
 B (321)953-8600
 Fax (321)953-8222
 Greater Orlando Trainership
 FT Supervisor

***** Florida *****

10191 2900 3908
 West Pensacola
 Stone, Larry & Ward, Millie & Stone, Steve
 1101 S. Fairfield Drive
 Pensacola, FL 32506
 B (850)469-1160
 Fax (850)469-1169
 Florida Panhandle Trainership
 FT Supervisor

***** Florida *****

10022 2977 3908 CM 1002
 Winter Haven
 Brill, Christopher & Jennifer
 6039 Cypress Gardens Blvd. #502
 Winter Haven, FL 33884
 B (863)551-5004
 Fax (863)551-5006
 Central Florida I Trainership
 FT Supervisor

***** Florida *****

8133 2925 3908 CM 8451
 The Beaches/Ponte Vedra
 Braddock, Tom & Robin
 P.O. Box 24651
 Jacksonville, FL 32241
 B (904)246-6118
 Fax (904)636-0044
 Florida Northeast Trainership
 FT Supervisor

***** Florida *****

5542 2976 3908
 West Orange
 Tracy, Scott
 P.O. Box 607005
 Orlando, FL 32860-7005
 B (407)352-1569
 Fax (407)645-0857
 Greater Orlando Trainership
 FT Supervisor

***** Florida *****

9862 2938 3908
 West Tampa
 Richman, Amy & James
 P.O. Box 388
 Oldsmar, FL 34677
 B (813)855-0888
 Fax (813)854-4059
 The Suncoast Trainership
 FT Supervisor

***** Florida *****

9899 2976 3908
 Winter Park
 Boatman, Vern & Susan
 665 Jackson Avenue
 Winter Park, FL 32789
 B (407)678-5391
 Fax (407)849-4644
 Greater Orlando Trainership
 FT Supervisor

***** Florida *****

9552 2942 3908 CM 9553
 Venice
 Maggio, Paul & Kimberly
 411 Commercial Ct, Ste E
 Venice, FL 34292
 B (941)484-7777
 Fax (941)488-3436
 Southwest Florida Trainership
 FT Supervisor

***** Florida *****

10155 2927 3908
 West Palm Beach
 Libowitz, David & Susan
 9020 Bellhurst Way, Ste 109
 West Palm Beach, FL 33411
 B (561)795-5410
 Fax (561)795-2068
 Southeast Florida Trainership
 FT Supervisor

***** Florida *****

5411 2976 3908
 West Volusia
 Dalton, Joseph & Jennifer & Dalton, Jason
 1980 Dolgner Place, Ste. 1000
 Sanford, FL 32771
 B (386)574-0864
 Fax (407)323-2225
 Greater Orlando Trainership
 FT Supervisor

***** Florida *****

10346 2939 3908
 Wynwood
 Calzada, Jr., Osvaldo
 2520 Coral Way, Suite 2-301
 Coral Gables, FL 33145
 B (305)377-2325
 Fax (305)643-0720
 Dade/Monroe County Trainership
 FT Supervisor

***** Florida *****

9852 2927 3908
 Vero Beach
 Tunstall, James L.
 P.O. Box 691298
 Vero Beach, FL 32969
 B (772)770-0501
 Fax (772)907-0196
 Southeast Florida Trainership
 FT Supervisor

***** Florida *****

5765 2938 3908 CM 8921
 West Pasco
 Froelich, Andrew T. & Laurie
 7920 Evies Way
 Port Richey, FL 34668
 B (727)847-3000
 Fax (727)842-9568
 The Suncoast Trainership
 FT Supervisor

***** Florida *****

10032 2925 3908
 Westside/Orange Park
 Strachan, John & Kim
 109 Industrial Loop North
 Orange Park, FL 32073
 B (904)269-9282
 Fax
 Florida Northeast Trainership
 FT Supervisor

***** Georgia *****

10106 2964 3908 CM 1010
 Albany
 Carter, Benjamin Kyle
 3359 Palmyra Road
 Albany, GA 31707
 B (229)439-2048
 Fax (229)439-0665
 South Georgia Trainership
 FT Supervisor

***** Georgia *****

10107 2964 3908
Americus
Carter, Benjamin Kyle
3359 Palmyra Road
Albany, GA 31707
B (229)928-3440
Fax (229)439-0665
South Georgia Trainership
FT Supervisor

***** Georgia *****

10259 2950 3908
Bartow County
Astin, Danielle
30 River Ct, Bldg A
Cartersville, GA 30120
B (770)387-7455
Fax (770)569-2156
Fulton, Douglas, Cobb, Cherokee & Bartow Co.s
FT Supervisor

***** Georgia *****

2732 2272 3000
Carrollton
Wilson, Ricky & Cathy Joyce
P.O. Box 131
Villa Rica, GA 30180
B (770)258-7557
Fax (770)489-4480
Central and Northwest Georgia
Servpro Central Headquarters

***** Georgia *****

1739 2964 3908 CM 9416
Columbus
Carraway, Melissa & Dennis
P.O. Box 8116
Columbus, GA 31908
B (706)568-1934
Fax (706)568-6712
South Georgia Trainership
FT Supervisor

***** Georgia *****

8588 2965 3908 CM 8766
Athens
Wood, Peter & Claudia
4035-A Danielsville Road
Athens, GA 30601
B (706)549-3366
Fax (706)546-8521
Northeast Georgia Trainership
FT Supervisor

***** Georgia *****

5817 2964 3908 CM 5897
Brunswick
Corbitt, Teresa Lavallee & Lavallee, Ryan
1019 Commercial Drive
Brunswick, GA 31525
B (912)264-6094
Fax (912)264-5606
South Georgia Trainership
FT Supervisor

***** Georgia *****

9472 2272 3000
Chattooga, Dade & West Walker Counties
Rains, Joel D. & Keri A.
25 Hannah Way
Rossville, GA 30741
B (706)866-5646
Fax (706)866-5680
Central and Northwest Georgia
Servpro Central Headquarters

***** Georgia *****

9754 2272 3000
Conyers/Covington
Wilson, Zachary
1132 Culpepper Drive
Conyers, GA 30094
B (770)483-1212
Fax (770)483-8040
Central and Northwest Georgia
Servpro Central Headquarters

***** Georgia *****

5118 2965 3908
Augusta
McLain, Philip & Jill & McLain, Mallory
P.O. Box 211135
Martinez, GA 30907-1135
B (706)868-5441
Fax (706)650-1604
Northeast Georgia Trainership
FT Supervisor

***** Georgia *****

10264 2272 3000
Bryan, Effingham, McIntosh & East Liberty Count
Perazzola, Carl J.
13100 Highway 144 E #230
Richmond Hill, GA 31324
B (912)445-5190
Fax (912)445-5694
Central and Northwest Georgia
Servpro Central Headquarters

***** Georgia *****

8378 2950 3908 CM 8562
Cherokee County
Lobaugh, Scott & Dorothy
1360 Union Hill Rd, Ste 11A
Alpharetta, GA 30004
B (770)924-3848
Fax (770)772-7395
Fulton, Douglas, Cobb, Cherokee & Bartow Co.s
FT Supervisor

***** Georgia *****

8840 2272 3000
Decatur
Brown, Danny & Patti
934 Dailey Mill Road
Mcdonough, GA 30253
B (404)378-9998
Fax (770)914-1078
Central and Northwest Georgia
Servpro Central Headquarters

***** Georgia *****

9936 2965 3908
Baldwin, Putnam and Jones Counties
Latimer, Jason & Eady, Joshua
110 Chase Ct.
Milledgeville, GA 31061-9664
B (478)452-8000
Fax (478)452-6065
Northeast Georgia Trainership
FT Supervisor

***** Georgia *****

9486 2272 3000 CM 1038
Buford/Suwanee/Hamilton Mill
Bisig, Justin & Bisig, Brandon
1855 McFarland 400 Drive
Alpharetta, GA 30004
B (770)945-5355
Fax (770)569-2156
Central and Northwest Georgia
Servpro Central Headquarters

***** Georgia *****

9296 2272 3000
Clayton County
Brown, Danny & Patti
934 Dailey Mill Road
McDonough, GA 30253
B (770)997-5689
Fax (770)914-1078
Central and Northwest Georgia
Servpro Central Headquarters

***** Georgia *****

5913 2950 3908
Douglasville
Wilson, Ricky & Cathy Joyce
P.O. Box 1531
Douglasville, GA 30133
B (770)489-5659
Fax (770)489-4480
Fulton, Douglas, Cobb, Cherokee & Bartow Co.s
FT Supervisor

***** Georgia *****

10006 2272 3000 CM 1011
 Dublin/Vidalia/Claxton
 Bisig, Justin & Bisig, Brandon & Perazzola, Carl
 5264 Knox Mill Rd.
 Soperton, GA 30457
 B (912)538-1323
 Fax (912)538-1686
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

10132 2950 3908
 Fayette/S. Fulton Counties
 Wilson, Zachary
 P.O. Box 1034
 Fayetteville, GA 30214
 B (770)716-3595
 Fax (770)716-5392
 Fulton, Douglas, Cobb, Cherokee & Bartow Co.s
 FT Supervisor

***** Georgia *****

9876 2272 3000 CM 9877
 Gordon, Murray & South Whitfield Counties
 Wilson, Jeremy
 P.O. Box 2282
 Calhoun, GA 30703
 B (706)278-7378
 Fax (706)802-0119
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

10116 2964 3908
 Houston County
 Bisig, Justin & Bisig, Brandon & Perazzola, Carl
 102 Industrial Way
 Centerville, GA 31028
 B (478)224-4148
 Fax (912)529-3332
 South Georgia Trainership
 FT Supervisor

***** Georgia *****

9471 2272 3000
 Duluth
 Sciallo, Jeff & Connie
 3455 Peachtree Industrial Blvd., Ste 305-264
 Duluth, GA 30096
 B (770)622-9411
 Fax (770)418-2511
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

9877 2272 3000
 Floyd County
 Wilson, Jeremy
 P.O. Box 2282
 Calhoun, GA 30703
 B (706)802-1085
 Fax (706)802-0119
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

9777 2272 3000 CM 9778
 Gwinnett County Southeast
 Bell, John Michael
 3050 Five Forks Trickum Rd. SW
 Lilburn, GA 30047
 B (770)448-5782
 Fax (770)982-8354
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

9926 2272 3000
 Macon East
 Goodrich, Carl & Martha A.
 P.O. Box 4631
 Macon, GA 31208
 B (478)785-2129
 Fax (478)785-1075
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

10000 2950 3908
 East Cobb
 Rogers, Derek & Stephanie
 3850 Canton Rd, Ste 3114
 Marietta, GA 30066
 B (770)424-0400
 Fax (770)425-4697
 Fulton, Douglas, Cobb, Cherokee & Bartow Co.s
 FT Supervisor

***** Georgia *****

8562 2272 3000
 Forsyth and Dawson Counties
 Lobaugh, Scott & Dorothy
 1360 Union Hill Rd., Ste 11A
 Alpharetta, GA 30004
 B (770)887-1962
 Fax (770)772-7395
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

9778 2272 3000
 Gwinnett County Southwest
 Bell, John Michael
 3050 Five Forks Trickum Rd. SW
 Lilburn, GA 30047
 B (770)982-8339
 Fax (770)982-8354
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

1884 2272 3000
 Macon West
 Goodrich, Carl & Martha A.
 P.O. Box 4631
 Macon, GA 31208
 B (478)474-6700
 Fax (478)785-1075
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

9907 2950 3908
 East Point
 Rogers, Rachel
 4031-1 Fambrough Drive
 Powder Springs, GA 30127
 B (404)505-1760
 Fax (404)428-5675
 Fulton, Douglas, Cobb, Cherokee & Bartow Co.s
 FT Supervisor

***** Georgia *****

9351 2965 3908
 Gainesville
 Collins, Mark & Elizabeth
 1677A Oakbrook Drive
 Gainesville, GA 30507
 B (770)536-1010
 Fax (770)536-9455
 Northeast Georgia Trainership
 FT Supervisor

***** Georgia *****

8537 2272 3000 CM 8840
 Henry and Spalding Counties
 Brown, Danny & Patti
 934 Dailey Mill Road
 McDonough, GA 30253
 B (678)432-3003
 Fax (770)914-1078
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

9265 2950 3908 CM 9907
 Marietta West
 Rogers, Rachel
 4031-1 Fambrough Dr.
 Powder Springs, GA 30127
 B (770)428-5467
 Fax (770)428-5675
 Fulton, Douglas, Cobb, Cherokee & Bartow Co.s
 FT Supervisor

***** Georgia *****

1973 2965 3908 CM 5118
 Martinez/Thomson
 McLain, Philip & Jill & McLain, Mallory
 P.O. Box 211135
 Martinez, GA 30917-1135
 B (706)868-5441
 Fax (706)650-1604
 Northeast Georgia Trainership
 FT Supervisor

***** Georgia *****

10143 2950 3908
 North Fulton County
 Northen, Rick R.
 8850 Dunwoody Place
 Atlanta, GA 30350
 B (770)992-2777
 Fax (770)587-4950
 Fulton, Douglas, Cobb, Cherokee & Bartow Co.s
 FT Supervisor

***** Georgia *****

10388 2950 3908
 Northwest Cobb County
 Bisig, Justin & Bisig, Brandon
 5400 Glenridge Drive
 Atlanta, GA 30342
 B (770)966-1442
 Fax (770)569-2156
 Fulton, Douglas, Cobb, Cherokee & Bartow Co.s
 FT Supervisor

***** Georgia *****

9416 2964 3908
 S. Muscogee/Chattahoochee County
 Carraway, Melissa & Dennis
 P.O. Box 8116
 Columbus, GA 31908
 B (706)568-1934
 Fax (706)568-6712
 South Georgia Trainership
 FT Supervisor

***** Georgia *****

8766 2965 3908
 Monroe, Madison & Monticello
 Wood, Peter & Claudia
 4035-A Danielsville Road
 Athens, GA 30601
 B (770)267-0023
 Fax (706)546-8521
 Northeast Georgia Trainership
 FT Supervisor

***** Georgia *****

9620 2272 3000
 North Lawrenceville
 Barrie, John & Fick, Bruce J.
 P.O. Box 490471
 Lawrenceville, GA 30049
 B (678)376-5515
 Fax (678)376-5516
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

10029 2272 3000 CM 1038
 NW DeKalb/Dunwoody/Brookhaven
 Bisig, Brandon & Bisig, Justin
 1855 McFarland 400 Drive
 Alpharetta, GA 30004
 B (770)396-3883
 Fax (770)569-2156
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

9532 2272 3000 CM 9533
 Savannah East
 Harvin, Robert T. & Allyson
 4131 Ogeechee Rd., Ste 104
 Savannah, GA 31405
 B (912)234-9690
 Fax (912)234-1337
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

9806 2272 3000
 Norcross
 Ausband, Jr., Robert E.
 4819 Buford Highway
 Norcross, GA 30071
 B (770)368-3282
 Fax (770)368-3288
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

10345 2272 3000
 North Lilburn
 Bowen, Brian H. & Bowen, Bruce H.
 5845 Oakbrook Parkway, Suite G
 Norcross, GA 30093
 B (770)709-3266
 Fax (334)284-6880
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

10331 2272 3000
 Panthersville
 Coleman, Michael B. & Nadine Marsh
 1625 Glenhaven Way
 Lawrenceville, GA 30043
 B (678)515-8602
 Fax (678)515-8648
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

9533 2272 3000
 Savannah West
 Harvin, Robert T. & Allyson
 4131 Ogeechee Road
 Savannah, GA 31405
 B (912)234-9690
 Fax (912)234-1337
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

10387 2950 3908 CM 1038
 North Atlanta/Buckhead
 Bisig, Justin & Bisig, Brandon
 5400 Glenridge Drive
 Atlanta, GA 30342
 B (404)261-2925
 Fax (770)569-2156
 Fulton, Douglas, Cobb, Cherokee & Bartow Co.s
 FT Supervisor

***** Georgia *****

10336 2272 3000
 North Whitfield & Catoosa Counties
 Wagner, Rex A. & Anne C.
 145 Liberty Lane
 Ringgold, GA 30736
 B (706)965-7378
 Fax
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

8884 2272 3000
 Paulding/Polk Counties
 Wilson, Jeremy
 P.O. Box 309
 Dallas, GA 30132
 B (770)505-0555
 Fax (770)505-0566
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

8851 2950 3908 CM 9404
 Southwest Cobb/Cascade
 Jones, Felicia & Kenneth E.
 P.O. Box 710
 Austell, GA 30168
 B (770)739-2355
 Fax (770)739-2443
 Fulton, Douglas, Cobb, Cherokee & Bartow Co.s
 FT Supervisor

***** Georgia *****

9849 2965 3908
 Statesboro
 Garner, Stephen A. & Peggy T. & Pennington, Je
 14 N. College Street
 Statesboro, GA 30458
 B (912)764-9542
 Fax (912)764-7302
 Northeast Georgia Trainership
 FT Supervisor

***** Georgia *****

10037 2272 3000
 Thomaston, Forsyth & Fort Valley
 Boone, Deana & Marc
 P.O. Box 55
 Bolingbroke, GA 31004
 B (478)956-1214
 Fax (478)956-1216
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

9658 2965 3908
 Union, Towns, Fannin & Gilmer Counties
 Wall, Keith & Mary M.
 117 Industrial Park Drive
 Young Harris, GA 30582
 B (706)896-1880
 Fax (706)896-1879
 Northeast Georgia Trainership
 FT Supervisor

***** Georgia *****

9404 2950 3908
 West Atlanta/Downtown
 Jones, Felicia & Kenneth E.
 P.O. Box 710
 Austell, GA 30168
 B (404)835-0200
 Fax (770)739-2443
 Fulton, Douglas, Cobb, Cherokee & Bartow Co.s
 FT Supervisor

***** Georgia *****

9974 2272 3000
 Stone Mountain/Clarkston
 Bell, W. Graves
 1569 Stone Ridge Drive
 Stone Mountain, GA 30083
 B (770)496-1976
 Fax (770)982-8354
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

8598 2964 3908
 Tifton
 O'Neal, Ryan & Blair
 109 S. Elm Street
 Adel, GA 31620
 B (229)388-8837
 Fax (229)896-1806
 South Georgia Trainership
 FT Supervisor

***** Georgia *****

10232 2964 3908
 Valdosta
 Holland, Benjamin R.
 707 East Hill Ave.
 Valdosta, GA 31601
 B (229)244-1466
 Fax (229)794-1119
 South Georgia Trainership
 FT Supervisor

***** Hawaii *****

5626 2916 3950
 East Honolulu
 Natividad, Raul
 P.O. Box 19272
 Honolulu, HI 96817
 B (808)395-9545
 Fax (808)845-6923
 Hawaii Trainership
 FT Supervisor

***** Georgia *****

8219 2965 3908
 The Mountains
 Collins, Don & Theresa A.
 424 Eastern Road
 Hartwell, GA 30643
 B (706)754-7378
 Fax (706)245-7123
 Northeast Georgia Trainership
 FT Supervisor

***** Georgia *****

5964 2965 3908 CM 8219
 Tri-County
 Collins, Don & Theresa A.
 424 Eastern Rd.
 Hartwell, GA 30643
 B (706)245-7109
 Fax (706)245-7123
 Northeast Georgia Trainership
 FT Supervisor

***** Georgia *****

5117 2965 3908 CM 5118
 Warren, Burke & Wilkes
 McLain, Philip & Jill & McLain, Mallory
 P.O. Box 211135
 Martinez, GA 30907-1135
 B (706)868-5441
 Fax (706)650-1604
 Northeast Georgia Trainership
 FT Supervisor

***** Hawaii *****

5733 2916 3950
 Hawaii
 Floyd, Barrie
 P.O. Box 268
 Kamuela, HI 96743
 B (808)329-6560
 Fax (808)880-1506
 Hawaii Trainership
 FT Supervisor

***** Georgia *****

9816 2964 3908
 Thomas, Colquitt & Grady Counties
 Leverette, William E. (Pete) & Lindsay A.
 P.O. Box 3124
 Thomasville, GA 31799
 B (229)236-1902
 Fax (229)236-1904
 South Georgia Trainership
 FT Supervisor

***** Georgia *****

8990 2272 3000
 Troup-Coweta Counties
 Wilson, Ricky & Cathy Joyce
 P.O. Box 1468
 La Grange, GA 30241
 B (770)253-8972
 Fax (678)854-9884
 Central and Northwest Georgia
 Servpro Central Headquarters

***** Georgia *****

5897 2964 3908
 Waycross, Hinesville & Douglas
 Corbitt, Teresa Lavallee & Lavallee, Ryan
 1019 Commercial Drive
 Brunswick, GA 31525
 B (912)285-0724
 Fax (912)264-5606
 South Georgia Trainership
 FT Supervisor

***** Hawaii *****

10376 2916 3950
 Kailua North/Laie
 Maras, Andrew J. & Glenna R.
 45-558 C Kamehameha Highway #6
 Kaneohe, HI 96744
 B (808)235-5015
 Fax (808)235-5019
 Hawaii Trainership
 FT Supervisor

***** **Hawaii** *****

5797 2916 3950
Maui
Caraang, Edwin & Edna
P.O. Box 331101
Kahului, HI 96733
B (808)572-4666
Fax (808)572-4670
Hawaii Trainership
FT Supervisor

***** **Idaho** *****

10185 2921 3951
Meridian/Star/Eagle
Isaacson, Michael A.
5090 N. Sawyer Avenue
Garden City, ID 83714
B (208)888-4938
Fax (208)375-0357
Montana.Idaho Trainership
FT Supervisor

***** **Illinois** *****

8887 2981 3951
Arlington Heights/Prospect Heights
Coriaci, Joseph & Janet
P.O. Box 1635
Arlington Heights, IL 60006
B (847)637-3445
Fax (847)670-1536
Central Chicago Trainership
FT Supervisor

***** **Illinois** *****

5943 2190 3000 CM 9371
Belleville - O'Fallon
VanDenBossche, Danny & Cynthia
2220 Liebler Road
Troy, IL 62294
B (618)233-1289
Fax (618)667-6630
Sangamon County
Servpro Central Headquarters

***** **Idaho** *****

10184 2921 3951 CM 1018
Boise
Isaacson, Michael A.
5090 N. Sawyer Avenue
Garden City, ID 83714
B (208)375-0300
Fax (208)375-0357
Montana.Idaho Trainership
FT Supervisor

***** **Idaho** *****

9737 2921 3951
Nampa/Caldwell
Reed, Brian
3912 Summit Lane
Nampa, ID 83687
B (208)466-5000
Fax (208)442-0469
Montana.Idaho Trainership
FT Supervisor

***** **Illinois** *****

9384 2951 3951
Aurora
Montgomery, Katie & Pauls, Jason & Pauls, Mel
P.O. Box 220
Aurora, IL 60507
B (630)862-3930
Fax (630)862-3932
South Chicago Trainership
FT Supervisor

***** **Illinois** *****

8821 2190 3000
Bloomington/Gibson City/S. McLean County
Gillespey, Lisa M.
9 Quest Drive
Bloomington, IL 61705
B (309)827-7500
Fax (309)820-1492
Sangamon County
Servpro Central Headquarters

***** **Idaho** *****

9485 2921 3951
Coeur d'Alene
Enos, Cindy & Bryan
11442 N. Carisa Ct.
Hayden, ID 83835
B (208)457-1234
Fax (208)667-5080
Montana.Idaho Trainership
FT Supervisor

***** **Idaho** *****

9647 2921 3951
Rexburg/Rigby
Price, Skylar & Tamara
P.O. Box 373
Rexburg, ID 83440
B (208)356-0263
Fax (208)356-0265
Montana.Idaho Trainership
FT Supervisor

***** **Illinois** *****

9987 2951 3951 CM 9988
Barrington/North Schaumburg
Pearson, Timothy J. & Poremba, Scott
28147 W. Commercial Ave, Unit 2
Lake Barrington, IL 60010
B (847)526-0090
Fax (847)387-3068
South Chicago Trainership
FT Supervisor

***** **Illinois** *****

10079 2975 3951 CM 1008
Buffalo Grove/Lake Zurich
Zitella, Robert & Pietranek, Richard
113 McHenry Road #192
Buffalo Grove, IL 60089
B (847)279-1940
Fax (847)279-1939
North Chicago Trainership
FT Supervisor

***** **Idaho** *****

9955 2921 3951
Idaho Falls
Weber, D. Duane & Barbara
P.O. Box 51305
Idaho Falls, ID 83405
B (208)523-5365
Fax (208)528-4165
Montana.Idaho Trainership
FT Supervisor

***** **Illinois** *****

8933 2190 3000 CM 9371
Alton, Edwardsville & Granite City
VanDenBossche, Danny & Cynthia
2220 Liebler Road
Troy, IL 62294
B (618)797-1392
Fax (618)667-6630
Sangamon County
Servpro Central Headquarters

***** **Illinois** *****

9985 2951 3951
Bedford Park/Burbank
Wehn, R. Robert & Wehn, Robert A.
8640 S. Thomas Ave. Unit A
Bridgeview, IL 60455
B (708)430-3600
Fax (708)430-3619
South Chicago Trainership
FT Supervisor

***** **Illinois** *****

8806 2190 3000 CM 8977
Carbondale/Marion
Wolfe, David & Angie
8372 N. US Highway 45
Effingham, IL 62401
B (618)998-8828
Fax (618)998-1980
Sangamon County
Servpro Central Headquarters

***** Illinois *****

10080 2975 3951
 Carol Stream/East Bloomingdale
 Zitella, Robert & Pietranek, Richard
 544 Windy Point Drive
 Glendale Heights, IL 60139
 B (630)830-6236
 Fax (630)830-6331
 North Chicago Trainership
 FT Supervisor

***** Illinois *****

9935 2190 3000
 Clinton
 Roth, Richard
 6286 Park Road
 Clinton, IL 61727
 B (217)935-2992
 Fax (217)935-6155
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

9019 2951 3951 CM 9932
 Downers Grove/Oak Brook
 Smith, Tracy & Marcus
 P.O. Box 3191
 Oak Brook, IL 60522
 B (630)573-4290
 Fax (630)929-8539
 South Chicago Trainership
 FT Supervisor

***** Illinois *****

9467 2981 3951
 Elmhurst
 Yelenosky, Ronald & Sandra
 205 East Butterfield #218
 Elmhurst, IL 60126
 B (630)758-1701
 Fax (630)758-1703
 Central Chicago Trainership
 FT Supervisor

***** Illinois *****

9933 2981 3951
 Central Schaumburg/West Bloomingdale
 Jackowiec, Margaret & George
 108 Washington Street, Lower Level
 Bloomingdale, IL 60108
 B (630)942-8440
 Fax (847)697-5990
 Central Chicago Trainership
 FT Supervisor

***** Illinois *****

9371 2190 3000
 Collinsville/Troy
 VanDenBossche, Danny & Cynthia
 2220 Liebler Road
 Troy, IL 62294
 B (618)667-8648
 Fax (618)667-6630
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

8298 2190 3000 CM 8977
 Effingham, Mattoon, Charleston
 Wolfe, David & Angie
 8372 N. US Hwy 45
 Effingham, IL 62401
 B (217)536-6655
 Fax (217)536-9294
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

10252 2975 3951
 Evanston
 Wall, Patrick G.
 P.O. Box 6384
 Evanston, IL 60204
 B (847)763-7010
 Fax (847)763-7019
 North Chicago Trainership
 FT Supervisor

***** Illinois *****

5683 2190 3000 CM 8867
 Champaign/Urbana
 McGuire, David
 3813 N. Cunningham Ave.
 Urbana, IL 61802
 B (217)355-0077
 Fax (217)643-2812
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

5682 2190 3000
 Decatur/Forsyth
 Kent, Jr., Terence & Kent, Tracy
 520 N. Front Street
 Decatur, IL 62523
 B (217)428-2371
 Fax (217)428-8009
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

9022 2981 3951
 Elgin/Northwest Kane County
 Jackowiec, Margaret & George
 1015 S. Lake Street
 Aurora, IL 60506
 B (847)697-8500
 Fax (847)697-5990
 Central Chicago Trainership
 FT Supervisor

***** Illinois *****

10110 2951 3951 CM 1051
 Evergreen Park/South Chicago City
 Zubricki, Patricia
 3638 W 111th Street, P.O. Box 558385
 Chicago, IL 60655
 B (773)337-3900
 Fax (773)337-3910
 South Chicago Trainership
 FT Supervisor

***** Illinois *****

10372 2190 3000
 Chicago Heights/Crete/Beecher
 Nichols, Robert L. & Kata L.
 P.O. Box 637
 Crete, IL 60417
 B (708)672-0077
 Fax (815)935-1301
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

9710 2975 3951
 DeKalb County
 Bryant, Roberta M. & Steven L.
 515 5th Ave, P.O. Box 65
 Rochelle, IL 61068
 B (815)758-3900
 Fax (815)562-6552
 North Chicago Trainership
 FT Supervisor

***** Illinois *****

9900 2981 3951 CM 9901
 Elk Grove/E. Schaumburg/Itasca/Roselle
 Solan, Mary Helen & Jerome M.
 85 Gordon Street
 Elk Grove Village, IL 60007
 B (847)593-3055
 Fax (847)593-2180
 Central Chicago Trainership
 FT Supervisor

***** Illinois *****

9329 2190 3000 CM 9776
 Frankfort
 Meske, Timothy D. & Kimberly
 12621 W. Harvey Drive
 New Lenox, IL 60451
 B (815)485-6901
 Fax (815)485-6903
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

9916 2975 3951
Glenview
Tully, Laurie & James
1441 Paddock Drive
Northbrook, IL 60062
B (847)832-9300
Fax (847)832-9301
North Chicago Trainership
FT Supervisor

***** Illinois *****

10511 2951 3951
Hyde Park/E. Bridgeport/Bronzeville
Zubricki, Patricia
410 E..47th Street, Suite 100V
Chicago, IL 60653
B (312)509-5000
Fax (773)337-3910
South Chicago Trainership
FT Supervisor

***** Illinois *****

9781 2981 3951
La Grange Park/North Riverside
Frangella, James & Jill
2737 S. 12th Avenue
Broadview, IL 60155
B (708)240-4873
Fax (708)240-4875
Central Chicago Trainership
FT Supervisor

***** Illinois *****

9494 2951 3951
Lockport/Lemont/Homer Glen
Kent, William & Melone, Kelly
2364 Essington Road
Joliet, IL 60435
B (708)301-4200
Fax (815)372-9580
South Chicago Trainership
FT Supervisor

***** Illinois *****

9932 2951 3951
Gold Coast/Lincoln Park/Lakeview
Smith, Marcus & Tracy
P.O. Box 3191
Oak Brook, IL 60522
B (773)935-6750
Fax (630)929-8539
South Chicago Trainership
FT Supervisor

***** Illinois *****

9306 2951 3951 CM 9494
Joliet
Kent, William & Melone, Kelly
2364 Essington Road
Joliet, IL 60435
B (815)436-5735
Fax (815)372-9580
South Chicago Trainership
FT Supervisor

***** Illinois *****

9523 2951 3951
La Grange/Burr Ridge/Hinsdale
Scaglione, Joe
6688 Joliet Road #156
Indian Head Park, IL 60525
B (630)920-9334
Fax (708)482-7355
South Chicago Trainership
FT Supervisor

***** Illinois *****

9629 2951 3951
Lombard/Addison
Marr, Kathy
703 Annoreno Dr., Unit 5
Addison, IL 60101
B (630)543-1700
Fax (630)543-1707
South Chicago Trainership
FT Supervisor

***** Illinois *****

10377 2975 3951
Gurnee
Cowell, Brad & Kelly
191 Ambrogio Drive
Gurnee, IL 60031
B (847)838-2954
Fax (847)984-7633
North Chicago Trainership
FT Supervisor

***** Illinois *****

9619 2190 3000
Kankakee County
Nichols, Robert L. & Kata L.
396 S. Michigan Ave.
Bradley, IL 60915
B (815)935-0077
Fax (815)935-1301
Sangamon County
Servpro Central Headquarters

***** Illinois *****

9318 2190 3000
Lawrenceville/Mt. Carmel/Olney
Wolfe, David & Angie
8372 N. US Hwy 45
Effingham, IL 62401
B (618)783-8677
Fax (618)783-5184
Sangamon County
Servpro Central Headquarters

***** Illinois *****

8977 2190 3000
Marion, Bond, Fayette and Clinton Cos.
Wolfe, David & Angie
8372 N. US Hwy 45
Effingham, IL 62401
B (618)533-5400
Fax (618)533-5454
Sangamon County
Servpro Central Headquarters

***** Illinois *****

9811 2975 3951
Highland Park/Deerfield
Walsh, Laurie
444 Lake Cook Road, Suite 27
Deerfield, IL 60015
B (847)432-1222
Fax (847)444-0707
North Chicago Trainership
FT Supervisor

***** Illinois *****

9804 2951 3951
Kendall County
Pearson, Steve & Capista, Chad
3485-B State Route 126
Oswego, IL 60543
B (630)554-2280
Fax (630)554-3320
South Chicago Trainership
FT Supervisor

***** Illinois *****

9963 2975 3951 CM 1037
Libertyville/North Chicago City/Lake Bluff
Cowell, Brad & Kelly
191 Ambrogio Drive
Gurnee, IL 60031
B (847)557-1080
Fax (847)984-7633
North Chicago Trainership
FT Supervisor

***** Illinois *****

10111 2951 3951 CM 1051
Marquette Park/West Lawn/Ford City
Zubricki, Patricia
3638 W 111th Street
Chicago, IL 60655
B (773)337-3993
Fax (773)337-3910
South Chicago Trainership
FT Supervisor

***** Illinois *****

10085 2190 3000
Matteson-Homewood
Nichols, Robert L. & Kata L.
396 S. Michigan Ave.
Bradley, IL 60915
B (708)747-9925
Fax (708)747-9927
Sangamon County
Servpro Central Headquarters

***** Illinois *****

9776 2190 3000
Morris/Ottawa
Meske, Timothy D. & Kimberly
12664 Old Plank Drive
New Lenox, IL 60451
B (815)416-0075
Fax (815)485-6903
Sangamon County
Servpro Central Headquarters

***** Illinois *****

8484 2951 3951
Naperville
Young, Gary & Marsha
10S185 Schoger Drive, Unit 84
Naperville, IL 60564
B (630)428-3700
Fax (630)340-5490
South Chicago Trainership
FT Supervisor

***** Illinois *****

10490 2975 3951
Northbrook/Wheeling/Glencoe
Ukropen, Steven G. & Ann Haskel
1808 Janke Drive, Unit K
Northbrook, IL 60062
B (847)498-8889
Fax (847)498-8833
North Chicago Trainership
FT Supervisor

***** Illinois *****

8164 2190 3000 CM 2238
Moline/Rock Island
Fuller, Michael & Cathy
7208 Jebens Avenue
Davenport, IA 52806
B (309)797-1199
Fax (563)386-7229
Sangamon County
Servpro Central Headquarters

***** Illinois *****

10382 2975 3951
Morton Grove/East Niles
Corvino, Thomas R. & Ann Marie
7125 N. Austin Avenue
Niles, IL 60714
B (847)983-4468
Fax (847)983-0578
North Chicago Trainership
FT Supervisor

***** Illinois *****

10015 2981 3951
Norridge/Harwood Heights
Chiodo, Michael & Linda
4740 N. Cumberland Ave. #352
Chicago, IL 60656
B (708)453-3655
Fax (708)453-3669
Central Chicago Trainership
FT Supervisor

***** Illinois *****

9775 2951 3951 CM 1048
Oak Lawn
Williams, Cynthia C. & Charles E.
12620 S Holiday Dr., Suite A
Alsip, IL 60803
B (708)239-1444
Fax (708)239-1888
South Chicago Trainership
FT Supervisor

***** Illinois *****

10140 2190 3000
Monroe, Randolph & Washington Counties
Drake, Aaron & Stacey & Courtney, Scott L. & R
P.O. Box 566
Columbia, IL 62236
B (618)464-0300
Fax (618)207-3926
Sangamon County
Servpro Central Headquarters

***** Illinois *****

10292 2981 3951
Mount Prospect/North Des Plaines
Moriarty, Myles T. & Sarah H.
1840 S. Elmhurst Rd.
Mt. Prospect, IL 60056
B (847)956-1880
Fax (847)956-9110
Central Chicago Trainership
FT Supervisor

***** Illinois *****

8664 2190 3000 CM 8934
North Central Tazewell County
Fletcher, Jason B.
113 Sapp St.
Pekin, IL 61554
B (309)346-5600
Fax (309)346-2345
Sangamon County
Servpro Central Headquarters

***** Illinois *****

9815 2981 3951 CM 1044
Oak Park/River Forest
Flannery, John & Tracy
119 N. 10th Ave
Melrose Park, IL 60160
B (708)483-8636
Fax (708)483-8673
Central Chicago Trainership
FT Supervisor

***** Illinois *****

9982 2190 3000 CM 2190
Morgan, Cass, Macoupin & Montgomery Countie
Negro, Bill & Lori
2450 Colt Road
Springfield, IL 62707
B (217)243-7777
Fax (217)522-0200
Sangamon County
Servpro Central Headquarters

***** Illinois *****

9825 2975 3951
Mundelein/North Wauconda
Cihak, Jr., Richard
1244 Karl Ct.
Wauconda, IL 60084
B (847)469-6982
Fax (847)469-6984
North Chicago Trainership
FT Supervisor

***** Illinois *****

10447 2981 3951
North Elmwood Park
Flannery, John & Tracy
119 N. 10th Avenue
Melrose Park, IL 60160
B (708)223-0692
Fax (708)483-8673
Central Chicago Trainership
FT Supervisor

***** Illinois *****

10482 2951 3951
Orland Park
Williams, Cynthia C. & Charles E.
12620 S. Holiday Drive, Suite A
Alsip, IL 60803
B (708)532-3377
Fax (708)239-1888
South Chicago Trainership
FT Supervisor

***** Illinois *****

9901 2981 3951
 Palatine/Rolling Meadows
 Solan, Mary Helen & Jerome M.
 800 East Northwest Highway, Suite 700a
 Palatine, IL 60074
 B (847)934-1700
 Fax (847)593-2180
 Central Chicago Trainership
 FT Supervisor

***** Illinois *****

10347 2190 3000
 Pontiac/N. McLean & SE Woodford Counties
 Gillespey, Lisa M.
 9 Quest Drive
 Bloomington, IL 61705
 B (815)844-3400
 Fax (309)820-1492
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

10223 2190 3000
 South Champaign, Clark, Douglas, Edgar & Moul
 McGuire, David
 3813 N. Cunningham Ave
 Urbana, IL 61802
 B (217)359-0077
 Fax (217)643-2812
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

10202 2951 3951
 Streamwood/Bartlett/West Chicago City
 Pearson, Steve & Capista, Chad
 27 A Stonehill Road
 Oswego, IL 60543
 B (630)562-9212
 Fax (630)554-3320
 South Chicago Trainership
 FT Supervisor

***** Illinois *****

10017 2981 3951
 Park Ridge
 Grace, Michael
 106 Touhy Court
 Des Plaines, IL 60018
 B (847)795-9200
 Fax (847)795-9296
 Central Chicago Trainership
 FT Supervisor

***** Illinois *****

9649 2190 3000
 Quincy
 Maguire, Amie Nicole & Timothy
 2627 Ellington Road
 Quincy, IL 62305
 B (217)223-2993
 Fax (217)223-2983
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

8666 2975 3951
 Southern McHenry County
 Hammerschmidt, Josephine & Robert & Hammer
 600 Industrial Drive, Unit K
 Cary, IL 60013
 B (847)516-1600
 Fax (847)516-6860
 North Chicago Trainership
 FT Supervisor

***** Illinois *****

9637 2190 3000
 The Rend Lake Region
 Krehbiel, Duane & Debra
 329 S. 9th St.
 Mt. Vernon, IL 62864
 B (618)244-9000
 Fax (618)244-9009
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

8934 2190 3000
 Peoria
 Fletcher, Jason B.
 113 Sapp St.
 Pekin, IL 61554
 B (309)637-7300
 Fax (309)346-2345
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

9758 2975 3951
 Ravenswood
 Williams, Tom
 4137 N. Rockwell St.
 Chicago, IL 60618
 B (773)878-5200
 Fax (773)878-8442
 North Chicago Trainership
 FT Supervisor

***** Illinois *****

5309 2190 3000 CM 2190
 Springfield
 Negro, Bill & Lori
 2450 Colt Road
 Springfield, IL 62707
 B (217)528-7775
 Fax (217)522-0200
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

9691 2951 3951
 Tinley Park
 Van Dyke, Steven & Jerman, Michael
 P.O. Box 395
 Tinley Park, IL 60477
 B (708)444-1667
 Fax (708)444-1604
 South Chicago Trainership
 FT Supervisor

***** Illinois *****

10391 2951 3951
 Plainfield/Naperville South
 Nitzsche, Grant & Alissa
 2206 N. Main St. #333
 Wheaton, IL 60187
 B (630)369-9710
 Fax (630)384-8929
 South Chicago Trainership
 FT Supervisor

***** Illinois *****

9249 2975 3951
 Rockford
 Hare, Mary Jo & Charles
 4315 Charles Street
 Rockford, IL 61108
 B (815)964-0599
 Fax (815)316-8188
 North Chicago Trainership
 FT Supervisor

***** Illinois *****

9938 2981 3951
 St. Charles/Geneva/Batavia
 McCallum, Tom
 1900 E. Tyler Rd, Ste 600
 St. Charles, IL 60174
 B (630)377-7062
 Fax (630)377-9508
 Central Chicago Trainership
 FT Supervisor

***** Illinois *****

8867 2190 3000
 Vermilion County
 McGuire, David
 3813 N. Cunningham Ave.
 Urbana, IL 61802
 B (217)443-0077
 Fax (217)643-2812
 Sangamon County
 Servpro Central Headquarters

***** Illinois *****

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***** Illinois *****

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Indianapolis North

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Indianapolis North

***** Indiana *****

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Indianapolis North

***** Illinois *****

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Indianapolis North

***** Indiana *****

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Indianapolis North

***** Indiana *****

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Indianapolis North

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Indianapolis North

***** Indiana *****

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Indianapolis North

***** Indiana *****

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Indianapolis North

***** Indiana *****

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***** Indiana *****

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Indianapolis North

***** Indiana *****

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Indianapolis North

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***** Indiana *****

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***** Indiana *****

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***** Indiana *****

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***** Indiana *****

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Indianapolis North

***** Indiana *****

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Indianapolis North

***** Indiana *****

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Indianapolis North

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Indianapolis North

***** Indiana *****

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Indianapolis North

***** Indiana *****

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Indianapolis North

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Indianapolis North

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Indianapolis North

***** Indiana *****

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Indianapolis North

***** Indiana *****

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Indianapolis North

***** Iowa *****

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Indianapolis North

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Indianapolis North

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***** Indiana *****

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***** Kansas *****

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***** Kentucky *****

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***** Kentucky *****

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***** Kentucky *****

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***** Kentucky *****

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B (504)468-3046
Fax (504)468-3976
Louisiana
Servpro Central Headquarters

***** Louisiana *****

8586 2801 3000 CM 8993
South Shreveport
Aydlett, Ed & Legg, Donald
1917 Olive Street
Monroe, LA 71201
B (318)865-4655
Fax (318)629-1113
Louisiana
Servpro Central Headquarters

***** Louisiana *****

8368 2801 3000 CM 1010
East Baton Rouge
Burychka, James & Erett & Burychka, Darren
P.O. Box 83011
Baton Rouge, LA 70884-3011
B (225)753-3434
Fax (225)753-3432
Louisiana
Servpro Central Headquarters

***** Louisiana *****

9757 2801 3000
Lake Charles
Drouilhet, John Patrick & Monette
P.O. Box 5106
Lake Charles, LA 70606
B (337)478-1133
Fax (337)478-1181
Louisiana
Servpro Central Headquarters

***** Louisiana *****

8561 2801 3000 CM 9186
Slidell
Scott, Joe & Smith, Marietta
2701 Valley Court
Mandeville, LA 70448
B (985)649-1516
Fax (985)649-9993
Louisiana
Servpro Central Headquarters

***** Louisiana *****

8944 2801 3000 CM 9186
The New Orleans Westbank
Scott, Joe & Smith, Marietta
2701 Valley Court
Mandeville, LA 70448
B (504)348-7526
Fax (985)649-9993
Louisiana
Servpro Central Headquarters

***** Louisiana *****

9738 2801 3000
Greater Covington and Mandeville
Andrus, Stuart
601 Leeward Loop, Ste A
Covington, LA 70433
B (985)871-5375
Fax (985)871-5377
Louisiana
Servpro Central Headquarters

***** Louisiana *****

8993 2801 3000
Metairie
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Monroe, LA 71201
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Fax (504)468-3976
Louisiana
Servpro Central Headquarters

***** Louisiana *****

10255 2801 3000
South Baton Rouge
Betz, Jeffrey L. & McDaniel, Wilbur G.
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Baton Rouge, LA 70821
B (225)761-9500
Fax (225)275-1724
Louisiana
Servpro Central Headquarters

***** Maine *****

9053 2803 3000
Augusta/Waterville
Haraden, Peter & Leah
7 Townsend Rd
Augusta, ME 04330
B (207)622-7166
Fax (207)622-7167
Maine
Servpro Central Headquarters

***** Maine *****

9520 2803 3000
Bangor/Ellsworth
Haughton, Michael & Nonna
P.O. Box 2057
Bangor, ME 04402
B (207)947-0400
Fax (207)947-7511
Maine
Servpro Central Headquarters

***** Maine *****

5685 2803 3000
Lewiston-Auburn
Brigham, James & Alison
P.O. Box 1270
Auburn, ME 04211-1270
B (207)783-2500
Fax (207)782-2894
Maine
Servpro Central Headquarters

***** Maryland *****

10276 2251 3062
Allegany & Garrett Counties
Sferro, Richard
9421 New Germany Road
Grantsville, MD 21536
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Fax (301)746-6038
Suburban and Western Maryland
Maryland

***** Maryland *****

10363 2268 3062
Bel Air
Wall, Jr., James R. & Wall, Patricia A.
P.O. Box 156
Cockeysville, MD 21030
B (410)420-4022
Fax (410)679-6268
Northeast Maryland
Maryland

***** Maine *****

8371 2803 3000
Bath/Brunswick
Cox, Shawn & Marcy
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Topsham, ME 04086
B (207)721-8500
Fax (207)721-9802
Maine
Servpro Central Headquarters

***** Maine *****

9101 2803 3000 CM 9102
Portland
Lamey, Neil & Lamey, Jared
9 Hutcherson Drive
Gorham, ME 04038
B (207)772-5032
Fax (207)854-1024
Maine
Servpro Central Headquarters

***** Maryland *****

9951 2805 3062
Annapolis/Severna Park
Whittles, Diane
1446 Ritchie Hwy.
Arnold, MD 21012
B (410)647-8181
Fax (410)923-6168
Southern Maryland
Maryland

***** Maryland *****

1010 2251 3062 CM 8971
Bethesda/Potomac
Hargrove, John
10000 Business Pkwy
Lanham, MD 20706
B (301)530-7400
Fax (301)931-1285
Suburban and Western Maryland
Maryland

***** Maine *****

9253 2803 3000
Belfast/Camden/Rockland
Fryinger, William
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Belfast, ME 04915-0326
B (207)338-1850
Fax (207)338-6951
Maine
Servpro Central Headquarters

***** Maine *****

9102 2803 3000
South Portland
Lamey, Neil & Lamey, Jared
9 Hutcherson Drive
Gorham, ME 04038
B (207)854-4004
Fax (207)854-1024
Maine
Servpro Central Headquarters

***** Maryland *****

10124 2251 3062
Aspen Hill/Rossmoor/North Bethesda
Zamora, Christian A. & Elleman, Jason B.
5000 Boiling Brook Parkway
North Bethesda, MD 20852
B (301)255-0019
Fax (301)255-0448
Suburban and Western Maryland
Maryland

***** Maryland *****

5863 2251 3062
Bowie
Bilik, Josefina Soledad & Adam
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Bowie, MD 20719-0033
B (301)459-0444
Fax (301)464-4183
Suburban and Western Maryland
Maryland

***** Maine *****

10235 2803 3000
Biddeford-Saco
True, Matt A. & Lisa R.
9 Lund Rd. Unit 3
Saco, ME 04072
B (207)283-4428
Fax (207)283-4918
Maine
Servpro Central Headquarters

***** Maine *****

9045 2803 3000
Southern York County
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236 River Street
Springvale, ME 04083
B (207)324-4400
Fax (207)324-4063
Maine
Servpro Central Headquarters

***** Maryland *****

10342 2268 3062
Baltimore's Inner Harbor
Rupp, Jeffrey S. & Jill M.
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Baltimore, MD 21224
B (410)637-3433
Fax (443)478-4327
Northeast Maryland
Maryland

***** Maryland *****

8406 2805 3062
Calvert County
Whittles, Vincent
22690 Three Notch Road
Lexington Park, MD 20653
B (410)535-4733
Fax (301)862-3505
Southern Maryland
Maryland

***** Maryland *****

5879 2251 3062
 Carroll County
 Gibbes, Lyndon & Barbara
 P.O. Box 332
 Westminster, MD 21158
 B (410)857-5332
 Fax (410)857-5112
 Suburban and Western Maryland
 Maryland

***** Maryland *****

8655 2251 3062 CM 8971
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 Hargrove, John & Nancy
 10000 Business Parkway
 Lanham, MD 20706
 B (301)588-2240
 Fax (301)931-1285
 Suburban and Western Maryland
 Maryland

***** Maryland *****

10039 2268 3062
 Dundalk/Essex/Chase
 Hill, Sherman & Jean F.
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 Baltimore, MD 21220
 B (410)633-4383
 Fax (410)780-6036
 Northeast Maryland
 Maryland

***** Maryland *****

8490 2251 3062 CM 9108
 Gaithersburg/Germantown
 Thompson, Deborah & Charles
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 Gaithersburg, MD 20898-9053
 B (301)963-8474
 Fax (301)527-6140
 Suburban and Western Maryland
 Maryland

***** Maryland *****

1115 2268 3062 CM 5908
 Catonsville
 Brenner, Michael & Melissa
 10 Azar Court
 Baltimore, MD 21227
 B (410)242-7370
 Fax (410)242-6590
 Northeast Maryland
 Maryland

***** Maryland *****

8654 2251 3062 CM 8971
 College Park/Hyattsville
 Hargrove, John & Nancy
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 Fax (301)931-1285
 Suburban and Western Maryland
 Maryland

***** Maryland *****

10361 2268 3062 CM 1036
 East Harford County
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 Joppa, MD 21085
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 Fax (410)679-6268
 Northeast Maryland
 Maryland

***** Maryland *****

9858 2805 3062 CM 9859
 Glen Burnie
 Seubott, Barbara
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 Glen Burnie, MD 21061
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 Fax (410)761-0872
 Southern Maryland
 Maryland

***** Maryland *****

10362 2268 3062 CM 1036
 Cecil County
 Wall, Jr., James R. & Wall, Patricia A.
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 Cockeysville, MD 21030
 B (410)620-3322
 Fax (410)679-6268
 Northeast Maryland
 Maryland

***** Maryland *****

10283 2805 3062
 Crofton/Gambrills/Odenton
 Shuey, James & Dove, Charles
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 Crofton, MD 21114
 B (410)721-9181
 Fax
 Southern Maryland
 Maryland

***** Maryland *****

9973 2805 3062
 Edgewater/Deale-Churchton/Lothian
 Whittles, Diane
 1446 Ritchie Hwy
 Arnold, MD 21012
 B (410)867-3590
 Fax (410)923-6168
 Southern Maryland
 Maryland

***** Maryland *****

10409 2268 3062
 Howard County
 Holland, Jeffrey & Kemp, Brian
 16019 Frederick Road
 Woodbine, MD 21797
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 Fax (443)200-1220
 Northeast Maryland
 Maryland

***** Maryland *****

5407 2805 3062 CM 5533
 Charles County
 Stroup, Jonathan & Suzanne & Stroup, Phillip &
 4441 Southern Business Park Dr
 White Plains, MD 20695
 B (301)753-8313
 Fax (301)609-4720
 Southern Maryland
 Maryland

***** Maryland *****

8971 2251 3062
 District Heights/Landover
 Hargrove, John & Nancy
 10000 Business Parkway
 Lanham, MD 20706
 B (301)577-1166
 Fax (301)931-1285
 Suburban and Western Maryland
 Maryland

***** Maryland *****

9108 2251 3062
 Frederick County
 Thompson, Deborah & Charles
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 Gaithersburg, MD 0898--9053
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 Fax (301)695-4479
 Suburban and Western Maryland
 Maryland

***** Maryland *****

9695 2268 3062
 Hunt Valley/Lutherville
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 Cockeysville, MD 21030
 B (410)229-0012
 Fax (410)229-0013
 Northeast Maryland
 Maryland

***** Maryland *****

10007 2251 3062
 Laurel
 Haley, Joseph & Plante, William
 14232 Cherry Lane Court
 Laurel, MD 20707
 B (301)470-2505
 Fax (301)317-3608
 Suburban and Western Maryland
 Maryland

***** Maryland *****

9859 2805 3062
 Pasadena/Gibson Island
 Seubott, Barbara
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 Glen Burnie, MD 21061
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 Fax (410)761-0872
 Southern Maryland
 Maryland

***** Maryland *****

5186 2251 3062
 Rockville-Olney
 Thompson, Eric
 P.O. Box 1772
 Rockville, MD 20849-1772
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 Fax (301)340-6871
 Suburban and Western Maryland
 Maryland

***** Maryland *****

1899 2805 3062 CM 8501
 The Lower Shore
 Sartorio, David R.
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 Hebron, MD 21830
 B (410)749-2221
 Fax (410)749-2245
 Southern Maryland
 Maryland

***** Maryland *****

9149 2251 3062 CM 9465
 Marlton/Morningside
 Wise, Robert
 11430 Ballsford Road
 Manassas, VA 20109
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 Fax (703)368-2966
 Suburban and Western Maryland
 Maryland

***** Maryland *****

8771 2268 3062
 Perry Hall/White Marsh
 Rappazzo, John
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 Kingsville, MD 21087
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 Fax (443)231-6372
 Northeast Maryland
 Maryland

***** Maryland *****

1326 2251 3062 CM 5186
 Silver Spring North
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 B (301)593-5444
 Fax (301)340-6871
 Suburban and Western Maryland
 Maryland

***** Maryland *****

5096 2251 3062
 Washington County
 Cullison, Jeff & Rhonda
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 Fax (301)797-0075
 Suburban and Western Maryland
 Maryland

***** Maryland *****

8500 2805 3062 CM 8501
 Mid-Upper Shore
 Sartorio, David R.
 P.O. Box 500
 Hebron, MD 21830
 B (410)758-8770
 Fax (410)749-2245
 Southern Maryland
 Maryland

***** Maryland *****

10083 2251 3062 CM 1008
 Poolesville/Clarksburg/Damascus
 Dickinson, Max
 10528 Saint Paul Street
 Kensington, MD 20895
 B (301)482-0818
 Fax (301)328-7332
 Suburban and Western Maryland
 Maryland

***** Maryland *****

5008 2805 3062 CM 8406
 St. Mary's County
 Whittles, Vincent
 22690 Three Notch Road
 Lexington Park, MD 20653
 B (301)862-9500
 Fax (301)862-3505
 Southern Maryland
 Maryland

***** Maryland *****

10084 2251 3062
 Wheaton/Kensington
 Dickinson, Max
 10528 Saint Paul Street
 Kensington, MD 20895
 B (301)933-2425
 Fax (301)328-7332
 Suburban and Western Maryland
 Maryland

***** Maryland *****

5533 2251 3062
 Oxon Hill
 Stroup, Jonathan & Suzanne & Stroup, Phillip &
 4441 Southern Business Park Dr
 White Plains, MD 20695
 B (301)292-4447
 Fax (301)609-4720
 Suburban and Western Maryland
 Maryland

***** Maryland *****

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 Fax (410)242-6590
 Northeast Maryland
 Maryland

***** Maryland *****

8501 2805 3062
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 Sartorio, David R.
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 Southern Maryland
 Maryland

***** Massachusetts *****

10266 2083 3000
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 Lawrence-Two
 Servpro Central Headquarters

***** Massachusetts ***** ***** Massachusetts ***** ***** Massachusetts ***** ***** Massachusetts *****

10065 2064 3000
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LaGrassa, Vincent & LaGrassa, Antonio
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Beverly, MA 01915
B (978)927-8665
Fax (978)969-1241
Lawrence
Servpro Central Headquarters

9893 2064 3000
Billerica/Tewksbury
Lavery, William
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North Billerica, MA 01862
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Fax (978)362-1979
Lawrence
Servpro Central Headquarters

9214 2084 3000
Boston Downtown/Back Bay/South Boston
Mattos, Frank
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Boston, MA 02123
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Fax (339)499-6081
Lawrence-Three
Servpro Central Headquarters

9427 2064 3000 CM 9428
Burlington/Woburn
Green, Lawrence & LeBlanc, Marc
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Woburn, MA 01801
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Fax (781)939-9960
Lawrence
Servpro Central Headquarters

***** Massachusetts ***** ***** ***** Massachusetts ***** ***** ***** Massachusetts ***** *****

9516 2083 3000
Cambridge/Belmont
Pridham, Michael
67 Smith Place #5
Cambridge, MA 02138
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Fax (617)876-8306
Lawrence-Two
Servpro Central Headquarters

10456 2083 3000
Chelmsford/Westford
Coates, Kevin R.
208 Main Street
Townsend, MA 01469
B (978)256-4225
Fax (978)300-5346
Lawrence-Two
Servpro Central Headquarters

1793 2064 3000
Danvers/Ipswich
Hart, David & Maureen & Lavigne, Patrick & Mic
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Haverhill, MA 01831
B (978)777-3498
Fax (978)373-8910
Lawrence
Servpro Central Headquarters

10158 2265 3000
Dartmouth/New Bedford South
Glassman, Douglas
485 Kempton Street
New Bedford, MA 02740
B (508)999-2380
Fax (508)999-5775
The South Shore
Servpro Central Headquarters

***** Massachusetts ***** ***** ***** Massachusetts ***** ***** ***** Massachusetts ***** *****

9996 2083 3000
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Charwat, Benjamin
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Revere, MA 02151
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Fax (617)567-4777
Lawrence-Two
Servpro Central Headquarters

5858 2265 3000 CM 8372
Fall River
Paiva, Walter & Claudia
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Fall River, MA 02722
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Fax (508)676-6075
The South Shore
Servpro Central Headquarters

9905 2915 3950
Fitchburg-Leominster
McCarthy, Michael
212 Willard Street
Leominster, MA 01453
B (978)537-1500
Fax (978)537-0908
Western Mass Trainership
FT Supervisor

9774 2084 3000
Framingham
Kurzontkowski, David
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Framingham, MA 01705
B (508)370-4400
Fax (508)229-2061
Lawrence-Three
Servpro Central Headquarters

***** Massachusetts ***** ***** ***** Massachusetts ***** ***** ***** Massachusetts ***** *****

8512 2264 3000
Franklin/Walpole
Moschella, John & Kathleen & Moschella, Micha
85 First Street, Unit 5
Bridgewater, MA 02324
B (508)533-5305
Fax (508)807-0742
Southeastern Massachusetts
Servpro Central Headquarters

8284 2915 3950 CM 9813
Hampshire County
Fall, Kevin & Lori
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Granby, MA 01033
B (413)589-8975
Fax (413)589-8952
Western Mass Trainership
FT Supervisor

1294 2064 3000 CM 1793
Haverhill/Newburyport
Hart, David & Maureen & Lavigne, Patrick & Mic
P.O. Box 1723
Haverhill, MA 01831-2423
B (978)374-8555
Fax (978)373-8910
Lawrence
Servpro Central Headquarters

5135 2083 3000
Lexington-Bedford
Taylor (Couturier), Steven
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Waltham, MA 02453
B (781)861-0500
Fax (781)861-7475
Lawrence-Two
Servpro Central Headquarters

***** Massachusetts *****				***** Massachusetts *****				***** Massachusetts *****				***** Massachusetts *****			
9902	2064	3000		8585	2083	3000		8134	2083	3000	CM 8585	10157	2265	3000	CM 1015
Lowell				Lynn/Lynnfield				Malden/Melrose				Marion/Middleborough			
Grande, Vincent & Brown, James				Petrycki, Paul & Michelle				Petrycki, Paul & Michelle				Glassman, Douglas			
9 West Adams St, Unit 3				177 W. Foster St. Rear				177 W. Foster St. Rear				208 Wareham Street #141			
Lowell, MA 01851				Melrose, MA 02176				Melrose, MA 02176				Middleborough, MA 02346			
B (978)454-7577				B (781)593-6663				B (781)665-6396				B (508)946-2397			
Fax (978)455-1943				Fax (781)665-6375				Fax (781)665-6375				Fax (508)999-5775			
Lawrence				Lawrence-Two				Lawrence-Two				The South Shore			
Servpro Central Headquarters				Servpro Central Headquarters				Servpro Central Headquarters				Servpro Central Headquarters			
***** Massachusetts *****				***** Massachusetts *****				***** Massachusetts *****				***** Massachusetts *****			
8481	2948	3950	CM 9272	10201	2264	3000		5833	2083	3000	CM 8585	10353	2264	3000	
Marlboro/Concord				Marshfield/Rockland				Medford/Everett				Milton/Braintree			
Lee, Kevin & Cynthia				Balcom, Thomas E.				Petrycki, Paul & Michelle				Sheehan, Christopher C & Preuss, Jason W.			
P.O. Box 1545				41 Rockwood Road				177 W. Foster St., Rear				260 Centre Street, Unit B			
Littleton, MA 01460-1545				Marshfield, MA 02050				Melrose, MA 02176				Holbrook, MA 02343			
B (508)481-7556				B (781)834-7707				B (781)395-4444				B (781)341-7007			
Fax (978)287-0080				Fax (508)778-7379				Fax (781)665-6375				Fax (781)341-7008			
New Hampshire Trainership				Southeastern Massachusetts				Lawrence-Two				Southeastern Massachusetts			
FT Supervisor				Servpro Central Headquarters				Servpro Central Headquarters				Servpro Central Headquarters			
***** Massachusetts *****				***** Massachusetts *****				***** Massachusetts *****				***** Massachusetts *****			
10464	2084	3000		9941	2084	3000		9799	2264	3000		9215	2264	3000	CM 9216
Newton/Wellesley				Norwood/West Roxbury				Plymouth/Wareham				Quincy			
Kurzontkowski, David				Callahan, Michael & Megan & Lucas, Lawrence				Matejek, Kenneth J. & Rebecca J.				Mattos, Frank			
P.O. Box 3175				354 University Ave.				198 S. Meadow Rd				86 Fennell Drive, Unit 2			
Framingham, MA 01705				Westwood, MA 02090				Plymouth, MA 02360				Weymouth, MA 02188			
B (617)332-9000				B (781)769-9125				B (508)746-9500				B (617)770-1596			
Fax				Fax (781)251-0777				Fax (508)746-5889				Fax (781)340-0329			
Lawrence-Three				Lawrence-Three				Southeastern Massachusetts				Southeastern Massachusetts			
Servpro Central Headquarters				Servpro Central Headquarters				Servpro Central Headquarters				Servpro Central Headquarters			
***** Massachusetts *****				***** Massachusetts *****				***** Massachusetts *****				***** Massachusetts *****			
9692	2064	3000		9813	2915	3950		10452	2915	3950		9913	2915	3950	
Salem/Peabody/Marblehead				Shrewsbury/Grafton				South Springfield/Agawam				South Worcester			
Patrisso, Jr., Michael				Fall, Kevin & Lori				Press, Ilya I.				McKendall, Donny			
11 Franklin Street				165 Memorial Drive, Unit A				71A Ramah Circle South				74 Grafton Street			
Salem, MA 01970				Shrewsbury, MA 01545				Agawam, MA 01001				Worcester, MA 01604			
B (978)744-4545				B (508)393-7898				B (413)372-4115				B (508)757-7885			
Fax (978)744-4552				Fax (413)589-8952				Fax (413)301-7082				Fax (508)459-9522			
Lawrence				Western Mass Trainership				Western Mass Trainership				Western Mass Trainership			
Servpro Central Headquarters				FT Supervisor				FT Supervisor				FT Supervisor			

***** Massachusetts ***** ***** Massachusetts ***** ***** Massachusetts ***** ***** Massachusetts *****

8559 2915 3950
Southern Worcester County
McKendall, Tina & Donald
P.O. Box 17344
Smithfield, RI 2917--4128
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9428 2083 3000
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38 High Street
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Lawrence-Two
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5927 2264 3000 CM 8512
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B (781)341-1946
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Southeastern Massachusetts
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8372 2265 3000
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Paiva, Walter & Claudia
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Taunton, MA 02780
B (508)824-0200
Fax (508)676-6075
The South Shore
Servpro Central Headquarters

***** Massachusetts ***** ***** Massachusetts ***** ***** Massachusetts ***** ***** Massachusetts *****

5390 2064 3000
The Andovers
White, Kenneth J. & White, Eric & White, Gregg
P.O. Box 328
Lawrence, MA 01842
B (978)475-1199
Fax (978)687-7706
Lawrence
Servpro Central Headquarters

8558 2265 3000 CM 8559
The Attleboros
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47 Park Street, Unit 4116
Attleboro, MA 02703
B (508)223-0505
Fax (401)471-6433
The South Shore
Servpro Central Headquarters

8362 2264 3000 CM 8512
The Bridgewaters
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Bridgewater, MA 02324
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9377 2265 3000 CM 1020
The Mid and Outer Cape
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The South Shore
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***** Massachusetts ***** ***** Massachusetts ***** ***** Massachusetts ***** ***** Michigan *****

9579 2265 3000
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B (508)888-5985
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The South Shore
Servpro Central Headquarters

10359 2948 3950
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Fax (781)861-7475
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FT Supervisor

9216 2264 3000
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8286 2227 3000 CM 8435
Allegan/Barry County
Brunink, Roger & Susan
607 N. Eastern Avenue
Allegan, MI 49010
B (269)686-0664
Fax (269)686-8733
Western Michigan
Servpro Central Headquarters

***** Michigan *****

9555 2946 3936
Alpena
Reinke, Paul H. & Martin, Floyd W.
3400 US Hwy 23 South
Alpena, MI 49707
B (989)354-4940
Fax (989)354-4160
Eastern Michigan Trainership
FT Supervisor

***** Michigan *****

9061 2946 3936
Bay City
Miller, Randy & Snyder, Michael
470 N. Adams St.
Saginaw, MI 48604
B (989)893-8340
Fax (989)752-8658
Eastern Michigan Trainership
FT Supervisor

***** Michigan *****

8309 2984 3936
Berrien County
Popp, Kristian & Rosenhagen, Joseph
P.O. Box 151
St. Joseph, MI 49085
B (269)925-6841
Fax (269)925-6851
Central Michigan Trainership
FT Supervisor

***** Michigan *****

10254 2227 3000
Big Rapids/Fremont
Griffioen, Brent & Jessica
4870 West River Drive NE, Suite D
Comstock Park, MI 49321
B (231)796-2342
Fax (616)647-4301
Western Michigan
Servpro Central Headquarters

***** Michigan *****

10214 2946 3936
 Bloomfield
 Hannon, William D.
 P.O. Box 251872
 West Bloomfield, MI 48325
 B (248)855-8167
 Fax (248)387-6953
 Eastern Michigan Trainership
 FT Supervisor

***** Michigan *****

9668 2946 3936
 Carleton/Maybee
 Kincaid, Jesse
 P.O. Box 33
 Maybee, MI 48159
 B (734)299-7006
 Fax (734)299-7557
 Eastern Michigan Trainership
 FT Supervisor

***** Michigan *****

9540 2952 3936
 Dearborn
 Winfree, Anthony & Maureen
 22211 Michigan Avenue #506
 Dearborn, MI 48124
 B (313)359-4357
 Fax (313)565-4862
 Detroit Metro Trainership
 FT Supervisor

***** Michigan *****

9803 2984 3936
 East Kalamazoo
 Popp, Aaron & Tremblay, Fred & Sommerfeld, L
 P.O. Box 39
 Battle Creek, MI 49016
 B (269)342-2911
 Fax (269)342-1729
 Central Michigan Trainership
 FT Supervisor

***** Michigan *****

9451 2984 3936
 Branch and South Calhoun Counties
 Popp, Aaron & Tremblay, Fred & Sommerfeld, L
 P.O. Box 39
 Battle Creek, MI 49016
 B (517)278-5261
 Fax (269)441-2315
 Central Michigan Trainership
 FT Supervisor

***** Michigan *****

8714 2227 3000
 Cass & St. Joseph Counties
 Blodgett, Anthony
 P.O. Box 371
 Three Rivers, MI 49093
 B (269)273-8777
 Fax (269)273-2597
 Western Michigan
 Servpro Central Headquarters

***** Michigan *****

9764 2984 3936
 Dearborn Heights North/East Garden City
 Whitmarsh, Jeffrey & Lynn
 24141 Ann Arbor Trail
 Dearborn Heights, MI 48127
 B (313)228-5134
 Fax (313)228-5197
 Central Michigan Trainership
 FT Supervisor

***** Michigan *****

9874 2984 3936
 East Lansing/Haslett
 Calibeo, Ruth Beech & Beech, Bert Allen, Jr.
 P.O. Box 4143
 East Lansing, MI 48826
 B (517)999-0789
 Fax (517)999-0791
 Central Michigan Trainership
 FT Supervisor

***** Michigan *****

8566 2946 3936 CM 9057
 Brighton/Howell
 Spensley, Robert & Mary
 2094 Pless Drive
 Brighton, MI 48114
 B (810)220-3711
 Fax (810)220-5440
 Eastern Michigan Trainership
 FT Supervisor

***** Michigan *****

10439 2952 3936
 Central Macomb County
 Sharf, Zachary P. & Jonna, Joseph J.
 45410 VanDyke Avenue
 Utica, MI 48317
 B (586)315-6000
 Fax (248)439-1168
 Detroit Metro Trainership
 FT Supervisor

***** Michigan *****

10130 2952 3936
 Downriver
 Chapman, Brian Ray
 8400 Beech Daly Road
 Taylor, MI 48180
 B (734)285-3880
 Fax (734)992-3140
 Detroit Metro Trainership
 FT Supervisor

***** Michigan *****

9531 2946 3936
 East Sterling Heights/West Clinton Twp.
 Nakkula, Richard & Valerie
 19665 Apple Creek
 Clinton Township, MI 48038
 B (586)412-9595
 Fax (586)412-9991
 Eastern Michigan Trainership
 FT Supervisor

***** Michigan *****

5994 2946 3936 CM 8789
 Canton
 Spensley, John & Granger, Adam & Brown, Eric
 43454 N. I-94 Service Dr
 Belleville, MI 48111
 B (734)697-3320
 Fax (734)697-3318
 Eastern Michigan Trainership
 FT Supervisor

***** Michigan *****

9696 2984 3936 CM 9065
 Clinton & Gratiot Counties
 Kelly, Terry & Patricia
 P.O. Box 3
 St. Johns, MI 48879
 B (989)224-8740
 Fax (517)541-1513
 Central Michigan Trainership
 FT Supervisor

***** Michigan *****

8696 2984 3936
 E. Jackson/SE Ingham Counties
 Mikolic, William C. & Mikolic, Shanna
 1868 Holloway Drive
 Holt, MI 48842
 B (517)782-8533
 Fax (517)699-2059
 Central Michigan Trainership
 FT Supervisor

***** Michigan *****

9065 2984 3936
 Eaton County
 Kelly, Terry & Patricia
 P.O. Box 459
 Charlotte, MI 48813
 B (517)541-1170
 Fax (517)541-1513
 Central Michigan Trainership
 FT Supervisor

***** Michigan *****

8945 2952 3936 CM 1046
Farmington & Farmington Hills
Kosowski, Christopher & Lynne
31168 W. 8 Mile Road
Farmington Hills, MI 48336
B (248)427-1500
Fax (248)427-1447
Detroit Metro Trainership
FT Supervisor

***** Michigan *****

10411 2952 3936
Grand Blanc
Shvartsman, Elizabeth
507 McCormick Drive, P.O. Box 159
Lapeer, MI 48446
B (810)694-6505
Fax (810)664-8701
Detroit Metro Trainership
FT Supervisor

***** Michigan *****

9707 2952 3936
Grosse Pointe
Hyska, Mentor & Juliana
18149 E. 8 Mile Road
Eastpointe, MI 48021
B (313)882-5499
Fax (313)432-7859
Detroit Metro Trainership
FT Supervisor

***** Michigan *****

9742 2227 3000
Ionia & Montcalm Counties
Buxton, Del & Molly
P.O. Box 32
Ionia, MI 48846
B (616)527-5470
Fax (616)527-5501
Western Michigan
Servpro Central Headquarters

***** Michigan *****

8819 2946 3936
Fenton
Miller, Randy & Snyder, Michael
5223 Commerce Road
Flint, MI 48507
B (810)714-6600
Fax (810)714-5440
Eastern Michigan Trainership
FT Supervisor

***** Michigan *****

8846 2227 3000
Grand Traverse Area
Kinsey, Keith & Jessica
920 W. Commerce Drive
Traverse City, MI 49685
B (231)943-9750
Fax (231)943-9751
Western Michigan
Servpro Central Headquarters

***** Michigan *****

10489 2952 3936
Hazel Park
Hyska, Mentor & Juliana
18149 E. Eight Mile Road
Eastpointe, MI 48021
B (248)556-4200
Fax
Detroit Metro Trainership
FT Supervisor

***** Michigan *****

8591 2984 3936 CM 8696
Lansing
Mikolic, William C. & Mikolic, Shanna
1868 Holloway Drive
Holt, MI 48842
B (517)699-4451
Fax (517)699-2059
Central Michigan Trainership
FT Supervisor

***** Michigan *****

9752 2952 3936
Fraser
Patrico, Paul A.
P.O. Box 416
Fraser, MI 8026--0416
B (586)296-3331
Fax (586)296-3332
Detroit Metro Trainership
FT Supervisor

***** Michigan *****

9057 2946 3936
Greater Highland/White Lake
Spensley, Robert & Mary
2094 Pless Drive
Brighton, MI 48114
B (248)698-7899
Fax (810)220-5440
Eastern Michigan Trainership
FT Supervisor

***** Michigan *****

8656 2227 3000
Holland/West Ottawa County
Mulder, Randy
4075 Airline Rd, Suite A
Muskegon, MI 49444
B (616)396-8180
Fax (231)733-7508
Western Michigan
Servpro Central Headquarters

***** Michigan *****

10410 2952 3936 CM 1041
Lapeer
Shvartsman, Elizabeth
507 McCormick Drive, P.O. Box 159
Lapeer, MI 48446
B (810)664-1000
Fax (810)664-8701
Detroit Metro Trainership
FT Supervisor

***** Michigan *****

8699 2984 3936
Gaylord & Cheboygan
Bailey, Douglas
P.O. Box 1821
Gaylord, MI 49734
B (989)705-2400
Fax (989)705-2240
Central Michigan Trainership
FT Supervisor

***** Michigan *****

9051 2946 3936
Greater Pontiac
Schneider, James & Rachelle
1000 N. Opdyke Rd, Ste D-1
Auburn Hills, MI 48326
B (248)377-2220
Fax (248)377-2233
Eastern Michigan Trainership
FT Supervisor

***** Michigan *****

9605 2952 3936
Huron, Sanilac and North Tuscola Counties
Wells, Mark W. & Cindy K.
3465 Mertz Road
Caro, MI 48723
B (989)673-7680
Fax (989)673-8820
Detroit Metro Trainership
FT Supervisor

***** Michigan *****

9832 2984 3936
Lenawee County
Pomerville, George C. & Yoshie
2555 Treat Highway
Adrian, MI 49221
B (517)265-6200
Fax (517)265-6225
Central Michigan Trainership
FT Supervisor

***** Michigan *****

10209 2946 3936
Livonia
Clay-Bogotaitis, Kelly & Bogotaitis, Mark
13626 Merriman Road
Livonia, MI 48150
B (734)744-8104
Fax (734)744-8106
Eastern Michigan Trainership
FT Supervisor

***** Michigan *****

9396 2952 3936
Mount Clemens/New Baltimore
Ferrara, Kevin
28149 Kehrig Drive
Chesterfield, MI 48047
B (586)598-5050
Fax (586)598-9090
Detroit Metro Trainership
FT Supervisor

***** Michigan *****

9188 2984 3936 CM 9451
North Calhoun County
Popp, Aaron & Tremblay, Fred & Sommerfeld, L
P.O. Box 39
Battle Creek, MI 49016
B (269)963-3033
Fax (269)441-2315
Central Michigan Trainership
FT Supervisor

***** Michigan *****

9460 2946 3936 CM 1021
Novi
Hannon, William D.
4077 Pioneer Dr.
Commerce Twp, MI 48390
B (248)344-0044
Fax (248)387-6953
Eastern Michigan Trainership
FT Supervisor

***** Michigan *****

9094 2227 3000
Manistee, Ludington and Cadillac
Erbel, John & Hasenbank, Bruce
156 8th Street
Manistee, MI 49660
B (231)723-4872
Fax (231)723-4870
Western Michigan
Servpro Central Headquarters

***** Michigan *****

9106 2984 3936
Mount Pleasant, Clare & Houghton Lake
Sawhill, Patrick & Sawhill, William
4356 E. Valley Rd.
Mt. Pleasant, MI 48858
B (989)775-5065
Fax (989)772-4392
Central Michigan Trainership
FT Supervisor

***** Michigan *****

10438 2952 3936 CM 1043
North Oakland County
Sharf, Zachary P. & Jonna, Joseph J.
700 E. Mandoline
Madison Heights, MI 48071
B (248)439-1160
Fax (248)439-1168
Detroit Metro Trainership
FT Supervisor

***** Michigan *****

9678 2946 3936
Oak Park/Ferndale
Fanelli, Paul & Carrie
825 Orchard Street
Ferndale, MI 48220
B (248)246-0790
Fax (248)246-7201
Eastern Michigan Trainership
FT Supervisor

***** Michigan *****

10330 2952 3936
Marine City/Romeo
MacEwan, John E. & Marie A. & MacEwan, Scott
8310 River Road
Marine City, MI 48039
B (586)336-7373
Fax (810)420-0909
Detroit Metro Trainership
FT Supervisor

***** Michigan *****

8181 2227 3000 CM 8656
Muskegon
Mulder, Randy
4075 Airline Rd, Ste A
Muskegon, MI 49444
B (231)733-7601
Fax (231)733-7508
Western Michigan
Servpro Central Headquarters

***** Michigan *****

8307 2946 3936 CM 9061
Northwest Genesee County
Miller, Randy & Snyder, Michael
5223 Commerce Road
Flint, MI 48507
B (810)732-3298
Fax (810)732-2943
Eastern Michigan Trainership
FT Supervisor

***** Michigan *****

8728 2952 3936
Port Huron
Jawor, Douglas
P.O. Box 221
North Street, MI 48049-0221
B (810)966-7900
Fax (810)987-8708
Detroit Metro Trainership
FT Supervisor

***** Michigan *****

8660 2984 3936
Midland/Gladwin Counties
Ewing, Dari & Janice
P.O. Box 304
Midland, MI 48640
B (989)835-5015
Fax (989)495-9315
Central Michigan Trainership
FT Supervisor

***** Michigan *****

10253 2227 3000 CM 1025
NE Grand Rapids
Griffioen, Brent & Jessica
4870 W. River Dr. NE, Ste D
Comstock Park, MI 49321
B (616)647-4300
Fax (616)647-4301
Western Michigan
Servpro Central Headquarters

***** Michigan *****

8659 2227 3000 CM 2227
Northwest Grand Rapids
Brunink, Ronald & Karri L.
2051 Pineridge Dr.
Jenison, MI 49428-9228
B (616)791-8880
Fax (616)662-0603
Western Michigan
Servpro Central Headquarters

***** Michigan *****

10072 2952 3936
Redford
Shepherd, Moses J.
18263 W. McNichols
Detroit, MI 48219
B (313)693-4432
Fax (313)693-4434
Detroit Metro Trainership
FT Supervisor

***** Michigan *****

10462 2952 3936
 Rochester
 Kososki, Christopher & Lynne
 31168 W. 8 Mile Road
 Farmington Hills, MI 48336
 B (248)608-2667
 Fax (248)427-1447
 Detroit Metro Trainership
 FT Supervisor

***** Michigan *****

9323 2946 3936
 Southfield
 Schneider, James & Rachelle
 1000 N. Opdyke Road
 Auburn Hills, MI 48326
 B (248)559-9577
 Fax (248)559-1402
 Eastern Michigan Trainership
 FT Supervisor

***** Michigan *****

8435 2227 3000
 Van Buren County
 Brunink, Roger & Susan
 607 Eastern Avenue
 Allegan, MI 49010
 B (269)639-0464
 Fax (269)686-8733
 Western Michigan
 Servpro Central Headquarters

***** Michigan *****

10180 2946 3936
 Westland
 McClellan, William & Nanette
 38156 N. Executive Dr.
 Westland, MI 48185
 B (734)721-5699
 Fax (734)721-5671
 Eastern Michigan Trainership
 FT Supervisor

***** Michigan *****

9643 2946 3936
 Romulus/Taylor
 Chapman, Brian Ray
 8400 Beech Daly Rd.
 Taylor, MI 48180
 B (734)992-3138
 Fax (734)992-3140
 Eastern Michigan Trainership
 FT Supervisor

***** Michigan *****

2705 2227 3000 CM 2227
 Southwest Grand Rapids
 Brunink, Ronald & Karri L.
 2051 Pine Ridge Dr.
 Jenison, MI 49428-9228
 B (616)662-9700
 Fax (616)662-0603
 Western Michigan
 Servpro Central Headquarters

***** Michigan *****

8789 2946 3936
 Washtenaw County
 Spensley, John & Granger, Adam & Brown, Eric
 43454 North I-94 Service Drive
 Belleville, MI 48111
 B (734)222-9402
 Fax (734)697-3318
 Eastern Michigan Trainership
 FT Supervisor

***** Minnesota *****

10510 2974 3951
 Aitkin, Carlton & West St. Louis Counties
 Pehrson, Gene A. & Heidi A.
 717 NE 4th Street
 Grand Rapids, MN 55744
 B (218)879-6141
 Fax (218)999-5813
 Northern Minnesota Trainership
 FT Supervisor

***** Michigan *****

8333 2946 3936 CM 9061
 Saginaw
 Miller, Randy & Snyder, Michael
 470 N. Adams St.
 Saginaw, MI 48604
 B (989)752-8644
 Fax (989)752-8658
 Eastern Michigan Trainership
 FT Supervisor

***** Michigan *****

10433 2952 3936
 St. Clair Shores
 Dishman, Jennifer M. & Joshua A.
 P.O. Box 806343
 St. Clair Shores, MI 48080
 B (586)741-5050
 Fax (586)846-4632
 Detroit Metro Trainership
 FT Supervisor

***** Michigan *****

9802 2984 3936 CM 9803
 West Kalamazoo
 Popp, Aaron & Tremblay, Fred & Sommerfeld, L
 P.O. Box 39
 Battle Creek, MI 49016
 B (269)342-2366
 Fax (269)342-1729
 Central Michigan Trainership
 FT Supervisor

***** Minnesota *****

9906 2974 3951 CM 1051
 Bemidji, Grand Rapids & Hibbing
 Pehrson, Gene A. & Heidi A.
 717 NE 4th St
 Grand Rapids, MN 55744
 B (218)999-9799
 Fax (218)999-5813
 Northern Minnesota Trainership
 FT Supervisor

***** Michigan *****

8354 2227 3000 CM 2227
 Southeast Grand Rapids
 Brunink, Ronald & Karri L.
 2051 Pineridge Dr.
 Jenison, MI 49428-9228
 B (616)977-9800
 Fax (616)662-0603
 Western Michigan
 Servpro Central Headquarters

***** Michigan *****

10258 2984 3936
 The Upper Peninsula
 Bonetti, Neil J. & Gay, Ryan T.
 P.O. Box 432
 Ishpeming, MI 49849
 B (906)204-2450
 Fax (906)204-2452
 Central Michigan Trainership
 FT Supervisor

***** Michigan *****

9990 2952 3936
 West Sterling Heights
 Sesi, Deleir & Sharf, Melvin
 40871 Brentwood Drive
 Sterling Heights, MI 48310
 B (586)722-7378
 Fax (586)883-6456
 Detroit Metro Trainership
 FT Supervisor

***** Minnesota *****

9939 2983 3951
 Bloomington/Richfield
 Pearson, Cathryn & Matthew
 P.O. Box 20624
 Bloomington, MN 55420
 B (952)854-2000
 Fax (612)866-1993
 Central Minnesota Trainership
 FT Supervisor

***** Minnesota *****

9046 2974 3951
 Brainerd and Park Rapids
 Arends, Greg & Laura
 33029 S. Upper Hay Drive
 Pequot Lakes, MN 56472
 B (218)568-6923
 Fax (218)568-7274
 Northern Minnesota Trainership
 FT Supervisor

***** Minnesota *****

10280 2974 3951
 Coon Rapids/Central Anoka County
 Clemente, Scott
 1512 125th Ave NE
 Blaine, MN 55449
 B (763)712-9712
 Fax (763)746-5158
 Northern Minnesota Trainership
 FT Supervisor

***** Minnesota *****

10278 2974 3951 CM 1028
 Minnetonka
 Clemente, Scott
 11503 K-Tel Drive
 Minnetonka, MN 55343
 B (952)473-4837
 Fax (763)746-5158
 Northern Minnesota Trainership
 FT Supervisor

***** Minnesota *****

10279 2974 3951 CM 1028
 Northwest Ramsey County
 Clemente, Scott
 2355 Highway 36 West Suite 400
 Roseville, MN 55113
 B (651)631-0071
 Fax (763)746-5158
 Northern Minnesota Trainership
 FT Supervisor

***** Minnesota *****

9617 2918 3951
 Brooklyn Park/Champlin
 Jones, Nicole & Agness, Wendi L.
 8475 Xerxes Ave N
 Brooklyn Park, MN 55444
 B (763)432-6208
 Fax (763)432-6391
 Northwest Illinois Trainership
 FT Supervisor

***** Minnesota *****

9749 2974 3951
 Cottage Grove/Woodbury
 Saliterman, Mark & Sandvik, Joseph
 350 9th Avenue
 St. Paul Park, MN 55071
 B (651)779-1000
 Fax (651)773-8888
 Northern Minnesota Trainership
 FT Supervisor

***** Minnesota *****

5486 2974 3951
 Moorhead
 Piper, William & Donna
 P.O. Box 9096
 Fargo, ND 58106
 B (218)236-7447
 Fax (701)232-7026
 Northern Minnesota Trainership
 FT Supervisor

***** Minnesota *****

9836 2983 3951
 Plymouth/Long Lake/Medina
 Jennings, Kent L. & Laura J.
 2085 East Center Circle
 Plymouth, MN 55441-3801
 B (763)557-7323
 Fax (763)557-7327
 Central Minnesota Trainership
 FT Supervisor

***** Minnesota *****

10379 2974 3951
 Burnsville/Lakeville
 Mosley, William & Nancee
 P.O. Box 67
 Faribault, MN 55021
 B (952)846-4400
 Fax (507)334-2653
 Northern Minnesota Trainership
 FT Supervisor

***** Minnesota *****

9822 2918 3951
 Eagan/Apple Valley
 Aarestad, Tom C. & Ellingson, Burke J. & Holmd
 4555 Erin Drive, Ste 230
 Eagan, MN 55122
 B (651)330-7271
 Fax (651)905-4917
 Northwest Illinois Trainership
 FT Supervisor

***** Minnesota *****

9278 2983 3951
 North Washington, Chisago and Pine Counties
 Recht, Teri & Munsinger, Mike
 24260 Greenway Avenue, Suite D
 Forest Lake, MN 55025
 B (651)674-7944
 Fax (651)674-2259
 Central Minnesota Trainership
 FT Supervisor

***** Minnesota *****

5529 2983 3951
 Rochester
 Harris, Rod & Kathy
 7200 Hwy 14 E
 Rochester, MN 55904
 B (507)286-9170
 Fax (507)289-1973
 Central Minnesota Trainership
 FT Supervisor

***** Minnesota *****

8729 2918 3951 CM 1037
 Cannon Valley
 Mosley, William & Nancee
 P.O. Box 67
 Faribault, MN 55021
 B (507)334-2565
 Fax (507)334-2653
 Northwest Illinois Trainership
 FT Supervisor

***** Minnesota *****

9596 2918 3951
 Maple Grove/Corcoran
 Reitzner, Chad M.
 11227 River Road N.E.
 Hanover, MN 55341
 B (763)498-6500
 Fax (763)498-7609
 Northwest Illinois Trainership
 FT Supervisor

***** Minnesota *****

5701 2983 3951
 Northeast Ramsey County
 Adkins, John & Kirstin
 1810 County Hwy. 10
 Minneapolis, MN 55432
 B (651)490-5317
 Fax (763)783-5717
 Central Minnesota Trainership
 FT Supervisor

***** Minnesota *****

10394 2974 3951
 Scott County/Chaska
 Greenwood, John
 12375 Zinran Ave S, Ste 5
 Savage, MN 55378
 B (952)403-1050
 Fax (952)808-7000
 Northern Minnesota Trainership
 FT Supervisor

***** Minnesota *****

10435 2974 3951
 St. Cloud
 Reichle, John K. & Kris M.
 14843 31st Street
 Clear Lake, MN 55319
 B (320)248-5400
 Fax (320)272-8108
 Northern Minnesota Trainership
 FT Supervisor

***** Mississippi *****

8684 2235 3000 CM 9206
 Biloxi/Ocean Springs/Gulfport
 Murray, Kevin & Tina
 12760-B Lorraine Road
 Biloxi, MS 39532
 B (228)396-3965
 Fax (228)396-0416
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

8988 2235 3000
 Corinth/luka
 Eldridge, Jeff & Dana
 1405 Sawyer Road
 Corinth, MS 38834
 B (662)287-7881
 Fax (662)287-4694
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

10486 2235 3000
 Jackson
 Hansbrough, John R.
 5469 I-55 North, Suite 105
 Jackson, MS 39206
 B (601)353-2286
 Fax (601)899-4228
 Mississippi
 Servpro Central Headquarters

***** Minnesota *****

9864 2974 3951
 The Twin Ports
 Buck, Kevin D. & Leslie A.
 4201 W. 1st St.
 Duluth, MN 55807
 B (218)727-2575
 Fax (866)713-3135
 Northern Minnesota Trainership
 FT Supervisor

***** Mississippi *****

9636 2235 3000
 Brandon
 Vavrunek, Vincent & Melissa
 P.O. Box 4436
 Brandon, MS 39047
 B (601)829-2162
 Fax (601)829-2172
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

10404 2235 3000
 Desoto, Tate & Tunica Counties
 Rigby, Christopher Brian
 1160 Stateline Road East
 Southaven, MS 38671
 B (662)349-6500
 Fax (662)449-4315
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

9245 2235 3000 CM 1041
 Laurel
 Wheat, William J. & Donna C.
 5141 Highway 84 W
 Laurel, MS 39443
 B (601)425-0119
 Fax (601)425-0332
 Mississippi
 Servpro Central Headquarters

***** Minnesota *****

10480 2983 3951
 Wright County
 Hickman, Joseph D. & Hickman, Shaun D.
 210 Dundas Road, Suite 300
 Monticello, MN 55362
 B (763)295-1161
 Fax (763)295-1162
 Central Minnesota Trainership
 FT Supervisor

***** Mississippi *****

10386 2235 3000
 Brookhaven, McComb & Columbia
 Hutson, Kyle
 P.O. Box 646
 Brookhaven, MS 39602
 B (601)823-1100
 Fax (601)823-1110
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

8768 2235 3000
 Greenville/Cleveland
 Miller, Michael & Johnston, Steve
 P.O. Box 984
 Cleveland, MS 38732
 B (662)846-1700
 Fax (662)846-0301
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

10418 2235 3000
 Louisville, Forest & Winona
 Wheat, William J. & Donna C.
 5141 Highway 84 W
 Laurel, MS 39443
 B (662)779-1070
 Fax (662)779-1071
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

9240 2235 3000
 Amory/Aberdeen & West Point
 Rigby, Christopher Brian
 P.O. Box 3421
 Tupelo, MS 38803
 B (662)494-7733
 Fax (662)690-6419
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

8848 2235 3000
 Columbus/Starkville
 Rigby, Gary & Denise
 P.O. Box 337
 Kosciusko, MS 39090
 B (662)324-3003
 Fax (662)289-7373
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

10440 2235 3000
 Hattiesburg
 Pace, Robert W.
 106 Redus Street
 Hattiesburg, MS 39401
 B (601)544-0512
 Fax (601)544-0299
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

10062 2235 3000
 Madison County
 Spain, Jean & Spain, Jacob
 P.O. Box 3081
 Madison, MS 39130
 B (601)853-9161
 Fax (601)353-9947
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

8779 2235 3000
 Meridian
 Arrington, Lamar
 P.O. Box 307
 Meridian, MS 39302
 B (601)693-7300
 Fax (601)485-8002
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

9206 2235 3000
 Pascagoula
 Murray, Kevin & Tina
 12760 B Lorraine Road
 Biloxi, MS 39532
 B (228)475-3473
 Fax (228)396-0416
 Mississippi
 Servpro Central Headquarters

***** Missouri *****

10222 2267 3034 CM 1034
 Affton/Webster Groves
 Thole, Kevin & Lang, Kyle
 3924 Shrewsbury Avenue
 St. Louis, MO 63119
 B (314)638-7749
 Fax (314)487-1344
 St. Louis Metro
 Missouri

***** Missouri *****

3702 3034 CM 3034
 Cape Girardeau & Scott Counties
 Hastings, Sandy & Richard
 166 LaSalle Street
 Cape Girardeau, MO 63701-9178
 B (573)339-1948
 Fax (573)339-7338
 Missouri

***** Mississippi *****

9794 2235 3000
 Natchez
 Moore, David & Bridgette
 291 Highland Blvd.
 Natchez, MS 39120
 B (601)304-5554
 Fax (601)304-5556
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

10441 2235 3000
 Pearl River/Hancock and Southwest Harrison Co
 Pace, Robert W.
 106 Redus Street
 Hattiesburg, MS 39401
 B (228)467-4450
 Fax (601)544-0299
 Mississippi
 Servpro Central Headquarters

***** Missouri *****

8415 3034
 Arnold/North Jefferson County
 Schwarz, Julie & King, Jeffrey & Kathy
 P.O. Box 787
 Arnold, MO 63010
 B (636)296-6813
 Fax (636)296-7853
 Missouri

***** Missouri *****

5318 2806 3034
 Carthage/Joplin
 Cook, Greg & Barbara & Cook, Brandon
 1507 W. Mound
 Carthage, MO 64836
 B (417)623-1388
 Fax (417)358-3956
 Western Missouri/Metro Kansas City
 Missouri

***** Mississippi *****

8523 2235 3000 CM 8848
 Northeast Delta Lands
 Rigby, Gary & Denise
 P.O. Box 337
 Kosciusko, MS 39090
 B (662)289-7473
 Fax (662)289-7373
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

8760 2235 3000 CM 9240
 Tupelo
 Rigby, Christopher Brian
 P.O. Box 3421
 Tupelo, MS 38803
 B (662)690-6502
 Fax (662)690-6419
 Mississippi
 Servpro Central Headquarters

***** Missouri *****

10054 2267 3034
 Bel-Nor/Ferguson
 Buchholz, William & Matheny, Nicholas
 7531 St Charles Rock Road
 Greendale, MO 63133
 B (314)521-7700
 Fax (314)830-6160
 St. Louis Metro
 Missouri

***** Missouri *****

10532 3034
 Chillicothe/Cameron/Richmond
 Williams, Blake F.
 25452 Highway 129
 Bucklin, MO 64631
 B
 Fax
 Missouri

***** Mississippi *****

9474 2235 3000
 Oxford/Batesville/Clarksdale
 Bruscato, Paul Joseph & Melinda P.
 P.O. Box 2458
 Oxford, MS 38655
 B (662)563-3786
 Fax (662)281-1890
 Mississippi
 Servpro Central Headquarters

***** Mississippi *****

9346 2235 3000
 Vicksburg & Yazoo
 Kitchens, Larry & Kitchens, Chris & Andrea
 P.O. Box 820972
 Vicksburg, MS 39182
 B (601)634-0909
 Fax (601)634-0911
 Mississippi
 Servpro Central Headquarters

***** Missouri *****

10018 2267 3034
 Breckenridge Hills/Bridgeton
 Lee, James P. & Eunmi P.
 12715 Carrollton Industrial Ct.
 Bridgeton, MO 63044
 B (314)344-9979
 Fax (314)344-9989
 St. Louis Metro
 Missouri

***** Missouri *****

10395 2806 3034 CM 1039
 Clay County
 Lillian, Elizabeth S. & Gerald J.
 9202 Barton Street
 Overland Park, KS 66214
 B (816)436-7420
 Fax (816)436-4226
 Western Missouri/Metro Kansas City
 Missouri

***** Missouri *****

10349 2267 3034
Clayton/Ladue
Thole, Kevin & Lang, Kyle
3924 Shrewsbury Avenue
St. Louis, MO 63119
B (314)863-4555
Fax (314)487-1344
St. Louis Metro
Missouri

***** Missouri *****

9664 2267 3034
Fenton/South Ballwin
Chestnas, Sandra & Jeffrey
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St. Louis, MO 63127
B (636)527-5990
Fax (314)892-9974
St. Louis Metro
Missouri

***** Missouri *****

9479 2267 3034
Hannibal
Smith, Cindy & Leslie & Bauer, Christy
119 Corporate Square
Hannibal, MO 63401
B (573)231-0056
Fax (573)231-0106
St. Louis Metro
Missouri

***** Missouri *****

9328 2806 3034
Lake of the Ozarks
Cox, Robby D. & Kim A.
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Camdenton, MO 65020
B (573)346-7200
Fax (573)346-7206
Western Missouri/Metro Kansas City
Missouri

***** Missouri *****

8567 2806 3034
Columbia
Perkins, Phillip & Rebecca
1320 North 65 Highway
Marshall, MO 65340
B (573)449-1999
Fax (660)886-9195
Western Missouri/Metro Kansas City
Missouri

***** Missouri *****

10038 3034
Festus/Hillsboro
King, III, John W. & Chamness, Jr., Paul Dean &
7120 Valley Drive
Barnhart, MO 63012
B (636)467-5444
Fax (636)467-5885

Missouri

***** Missouri *****

10153 2806 3034
Harrisonville/Belton/Raymore
Julian, III, Ralph C.
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Harrisonville, MO 64701
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Fax (816)884-2241
Western Missouri/Metro Kansas City
Missouri

***** Missouri *****

9562 2806 3034 CM 1023
Lee's Summit
Kimbley, Gerald Edward & Kimbley, Chad Edwar
1228 SE Century Drive
Lee's Summit, MO 64081
B (816)246-5566
Fax (816)246-5590
Western Missouri/Metro Kansas City
Missouri

***** Missouri *****

9463 2806 3034
East Independence/Blue Springs
Eichhorn, Kenneth
P.O. Box 24287
Blue Springs, MO 64013-4287
B (816)224-5300
Fax (816)252-4190
Western Missouri/Metro Kansas City
Missouri

***** Missouri *****

9672 2267 3034 CM 1005
Florissant
Buchholz, William & Matheny, Nicholas
7531 St Charles Rock Road
Greendale, MO 63133
B (314)830-1800
Fax (314)830-6161
St. Louis Metro
Missouri

***** Missouri *****

10466 2806 3034
Jefferson City
Kirk, David
P.O. Box 104323
Jefferson City, MO 65110
B (573)635-5883
Fax (573)896-9629
Western Missouri/Metro Kansas City
Missouri

***** Missouri *****

9865 3034
Lincoln & Warren Counties
McMillen, David L.
65 Progress Court
Moscow Mills, MO 63362
B (636)456-3422
Fax (636)456-3421
Missouri

***** Missouri *****

9766 3034
Farmington
Short, Kyle S. & Short, Janet L.
P.O. Box 538
Farmington, MO 63640
B (573)756-5191
Fax (573)756-5194

Missouri

***** Missouri *****

9662 3034
Franklin County
Alvey, Gerald
2B Truman Court
Union, MO 63084
B (636)583-5200
Fax (636)583-5204

Missouri

***** Missouri *****

9534 2267 3034
Kirksville
Felice, III, Anthony B. & Felice, Jill Susanna
P.O. Box 1028
Kirksville, MO 63501
B (660)665-3390
Fax (660)665-6229
St. Louis Metro
Missouri

***** Missouri *****

5980 2806 3034 CM 8567
Marshall
Perkins, Phillip & Rebecca
1320 N. 65 Hwy.
Marshall, MO 65340
B (660)886-5194
Fax (660)886-9195
Western Missouri/Metro Kansas City
Missouri

***** Missouri *****

8773 2806 3034
 Nixa/Branson
 Grimm, Brian K. & Bryngelson, Daniel D. & Blak
 765 N. Miller
 Springfield, MO 65802
 B (417)724-0084
 Fax (417)865-7348
 Western Missouri/Metro Kansas City
 Missouri

***** Missouri *****

10233 2806 3034
 Raytown/East Kansas City
 Kimbley, Gerald Edward & Kimbley, Chad Edwar
 1228 SE Century Drive
 Lee's Summit, MO 64081
 B (816)737-8776
 Fax (816)246-5590
 Western Missouri/Metro Kansas City
 Missouri

***** Missouri *****

5952 2806 3034 CM 8773
 Springfield/Greene County
 Grimm, Brian K. & Bryngelson, Daniel D. & Blak
 765 N. Miller
 Springfield, MO 65802
 B (417)865-7711
 Fax (417)865-7348
 Western Missouri/Metro Kansas City
 Missouri

***** Montana *****

10009 2921 3951
 Billings
 Hanlin, Steven M.
 809 4th Ave, N.
 Billings, MT 59101
 B (406)252-0859
 Fax (406)256-7042
 Montana.Idaho Trainership
 FT Supervisor

***** Missouri *****

5787 2267 3034 CM 9341
 Northwest St. Louis County
 Wysong, John L.
 2116 Francis
 Arnold, MO 63010
 B (314)469-9000
 Fax (636)296-4498
 St. Louis Metro
 Missouri

***** Missouri *****

9543 3034
 Rolla
 Luecke, Arthur S. & Karen P.
 11205 Twitty Drive
 Rolla, MO 65401-8195
 B (573)368-5555
 Fax (573)368-5545
 Missouri

***** Missouri *****

5453 2267 3034
 St. Charles County
 Bilbrey, Richard C. & Kathryn A.
 470 St. Peters-Howell Road
 St. Charles, MO 63304-7116
 B (636)926-0033
 Fax (636)926-3991
 St. Louis Metro
 Missouri

***** Montana *****

10228 2921 3951
 Helena & Great Falls
 Steen, Ryan M. & Sarah M.
 479 Lincoln Road W
 Helena, MT 59602
 B (406)458-6008
 Fax (406)458-8627
 Montana.Idaho Trainership
 FT Supervisor

***** Missouri *****

10012 2267 3034 CM 1034
 Oakville/Mehlville
 Thole, Kevin & Lang, Kyle
 3924 Shrewsbury Avenue
 St. Louis, MO 63119
 B (314)846-0600
 Fax (314)487-1344
 St. Louis Metro
 Missouri

***** Missouri *****

9331 2806 3034
 Sedalia
 Perkins, Phillip & Rebecca
 1320 North 65 Highway
 Marshall, MO 65340
 B (660)826-1144
 Fax (660)886-9195
 Western Missouri/Metro Kansas City
 Missouri

***** Missouri *****

9066 2806 3034
 St. Joseph
 Halsey, Brett & Samantha
 507 North 36th Street
 St. Joseph, MO 64506
 B (816)232-7711
 Fax (816)396-8199
 Western Missouri/Metro Kansas City
 Missouri

***** Montana *****

9315 2921 3951
 Missoula
 Wideman, Dave & Joyce
 2825 Stockyard Rd, Unit A-2
 Missoula, MT 59808
 B (406)327-9500
 Fax (406)327-8500
 Montana.Idaho Trainership
 FT Supervisor

***** Missouri *****

9614 3034
 Poplar Bluff, Dexter and Kennett
 Gross, Michael R. & Michelle M.
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 Poplar Bluff, MO 63901
 B (573)776-1000
 Fax (573)776-6161
 Missouri

***** Missouri *****

8965 2267 3034
 South Chesterfield/Wildwood
 Williams, Michael
 167 Lamp & Lantern Village #290
 Chesterfield, MO 63017
 B (636)537-5400
 Fax (636)537-1711
 St. Louis Metro
 Missouri

***** Missouri *****

9114 2267 3034 CM 9664
 West Kirkwood/Sunset Hills
 Chestnas, Sandra & Jeffrey
 5243 New Baumgartner Road
 St. Louis, MO 63129
 B (314)892-9971
 Fax (314)892-9974
 St. Louis Metro
 Missouri

***** Nebraska *****

8652 2909 3951 CM 9365
 Lincoln East
 Wurster, Doug & Susan
 3800 Touzalin Avenue
 Lincoln, NE 68507
 B (402)466-4004
 Fax (402)466-4051
 Nebraska Trainership
 FT Supervisor

***** Nebraska *****

9365 2909 3951
Lincoln West
Wurster, Doug & Susan
3800 Touzalin Avenue
Lincoln, NE 68507
B (402)466-4051
Fax
Nebraska Trainership
FT Supervisor

***** Nevada *****

9211 2259 3000
East Las Vegas
Wilson, James
7330 Eastgate Rd, Ste 140
Henderson, NV 89011
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Fax (702)785-0107
Southeast Nevada
Servpro Central Headquarters

***** Nevada *****

10288 2259 3000 CM 1028
Northwest Las Vegas
Zachary, Jodi & Dennis
3395 W. Cheyenne Avenue, Suite 107
North Las Vegas, NV 89032
B (702)453-8870
Fax (702)633-5038
Southeast Nevada
Servpro Central Headquarters

***** Nevada *****

8967 2259 3000 CM 9440
Southwest Las Vegas
Adams, Inkham & Wade
5965 Procyon St.
Las Vegas, NV 89118
B (702)436-2555
Fax (702)436-2556
Southeast Nevada
Servpro Central Headquarters

***** Nebraska *****

9316 2909 3951
Sarpy County
Nosál, Lynne & Patrick
1706 Galvin Road
Bellevue, NE 68005
B (402)291-3355
Fax (402)291-3310
Nebraska Trainership
FT Supervisor

***** Nevada *****

2721 2259 3000
Henderson/Boulder City
Edgar, Kevin
791 Middlegate Road
Henderson, NV 89011
B (702)564-8508
Fax (702)453-8871
Southeast Nevada
Servpro Central Headquarters

***** Nevada *****

9944 3078
Reno East/Central Sparks
Grashuis, Michael & Kimberley
975 Terminal Way
Reno, NV 89502
B (775)827-9944
Fax (775)827-9945

Oregon/Northern CA/Western NV

***** Nevada *****

9440 2259 3000
Spring Valley
Adams, Inkham & Wade
5965 Procyon St.
Las Vegas, NV 89118
B (702)364-2232
Fax (702)436-2556
Southeast Nevada
Servpro Central Headquarters

***** Nevada *****

8859 3078
Carson City/Douglas County/South Lake Tahoe
Allen, Kimberly & John
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Zephyr Cove, NV 89448
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Fax (775)588-2354

Oregon/Northern CA/Western NV

***** Nevada *****

10424 2259 3000
Northeast Las Vegas
Wilson, James
7330 Eastgate Road, Suite 140
Henderson, NV 89011
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Fax (702)785-0107
Southeast Nevada
Servpro Central Headquarters

***** Nevada *****

10274 3078
Reno NW/Truckee/Tahoe Vista
Grashuis, Michael & Kimberley
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Reno, NV 89502
B (775)747-2800
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Oregon/Northern CA/Western NV

***** Nevada *****

10289 2259 3000
Summerlin North/Sun City
Zachary, Jodi & Dennis
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145
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Fax (702)633-5038
Southeast Nevada
Servpro Central Headquarters

***** Nevada *****

10005 2259 3000 CM 1028
Downtown Las Vegas
Zachary, Jodi & Dennis
3395 W. Cheyenne Avenue, Suite 107
North Las Vegas, NV 89032
B (702)778-9451
Fax (702)633-5038
Southeast Nevada
Servpro Central Headquarters

***** Nevada *****

8954 2259 3000
Northern Las Vegas
Frye, Gerald & Tammy
2828 Synergy Street
North Las Vegas, NV 89030
B (702)656-0203
Fax (702)656-6246
Southeast Nevada
Servpro Central Headquarters

***** Nevada *****

9320 3078
Reno Southwest
Enwald, Carolee & Conklin, Travis
P.O. Box 7612
Reno, NV 89510-7612
B (775)852-6480
Fax (775)852-6446

Oregon/Northern CA/Western NV

***** New Hampshire *****

5455 2948 3950
Cheshire County
Paul, Richard A. & Susan M. & Paul, Derek A. &
140 Old Route 12 E
Westmoreland, NH 03467
B (603)352-7251
Fax (603)352-0806
New Hampshire Trainership
FT Supervisor

***** New Hampshire *****				***** New Hampshire *****				***** New Hampshire *****				***** New Hampshire *****			
5634	2948	3950	CM 8365	9502	2948	3950		10056	2948	3950		8140	2948	3950	
Concord				Dover-Rochester				Durham				Lebanon/Hanover/Littleton			
Rouleau, Gregg & Mancini, Fernando				Robbins, Timothy				Robbins, Timothy & Regan				Perez, Miguel & Melanie			
P.O. Box 4044				74 Industrial Park				74 Industrial Park				P.O. Box 1133			
Concord, NH 03302-4044				Dover, NH 03820				Dover, NH 03820				Lebanon, NH 03766			
B (603)225-2825				B (603)743-4301				B (603)868-3343				B (603)298-6942			
Fax (603)224-3502				Fax (603)433-4303				Fax (603)433-4303				Fax (603)298-6948			
New Hampshire Trainership				New Hampshire Trainership				New Hampshire Trainership				New Hampshire Trainership			
FT Supervisor				FT Supervisor				FT Supervisor				FT Supervisor			
***** New Hampshire *****				***** New Hampshire *****				***** New Hampshire *****				***** New Hampshire *****			
8777	2948	3950		1820	2948	3950	CM 8777	9272	2948	3950		9271	2948	3950	CM 9272
Manchester West				Manchester-East				Merrimack				Nashua			
Rouleau, Michael				Rouleau, Michael				Lee, Kevin & Cynthia				Lee, Kevin & Cynthia			
497 Hooksett Rd #2, Pmb 341				497 Hooksett Rd #2, Pmb 341				P.O. Box 221				P.O. Box 221			
Manchester, NH 03104-2650				Manchester, NH 03104-2650				Nashua, NH 01863				Nashua, NH 03061			
B (603)622-5627				B (603)669-7733				B (603)262-9293				B (603)889-2311			
Fax (603)645-5286				Fax (603)645-5286				Fax (978)287-0080				Fax (978)287-0080			
New Hampshire Trainership				New Hampshire Trainership				New Hampshire Trainership				New Hampshire Trainership			
FT Supervisor				FT Supervisor				FT Supervisor				FT Supervisor			
***** New Hampshire *****				***** New Hampshire *****				***** New Hampshire *****				***** New Jersey *****			
5389	2948	3950		8365	2948	3950		5120	2948	3950	CM 9502	9708		3071	
Salem/Plaistow				The Lakes Region				The Seacoast				Aberdeen/Holmdel			
White, Kenneth J. & White, Eric & White, Gregg				Rouleau, Gregg & Mancini, Fernando				Robbins, Timothy				Thompson, William G. & Susan K.			
P.O. Box 428				P.O. Box 4044				74 Industrial Park				423 County Road, Suite 2			
Windham, NH 03087				Concord, NH 03302-4044				Dover, NH 03820				Cliffwood, NJ 07721			
B (603)893-9700				B (603)527-2518				B (603)433-4300				B (732)290-3170			
Fax (978)687-7706				Fax (603)224-3502				Fax (603)433-4303				Fax (732)290-3165			
New Hampshire Trainership				New Hampshire Trainership				New Hampshire Trainership							
FT Supervisor				FT Supervisor				FT Supervisor				New Jersey			
***** New Jersey *****				***** New Jersey *****				***** New Jersey *****				***** New Jersey *****			
9683	2247	3071		9565	2247	3071		10479	2247	3071		10501	2247	3071	
Atlantic City/Hamilton/Hammononton				Berlin/Clementon				Blackwood/GloucesterTownship				Bordentown/Pemberton			
Logue, Michael & Logue, Patrick & Kathleen				Boyle, Leslie A. & Raymond P.				Marinelli, Alfred & Marinelli, Alfred D.				Barbera, Pietro M. & Gina			
P.O. Box 1233				409 Jennifer Lane				P.O. Box 91				P.O. Box 722			
Hammonton, NJ 08037				Williamstown, NJ 08094				Glendora, NJ 08029				Bordentown, NJ 08505			
B (609)965-0885				B (856)728-7350				B (856)227-7800				B (609)894-8555			
Fax (609)965-0669				Fax (856)728-9101				Fax (856)227-7833				Fax (609)894-8818			
Southern New Jersey				Southern New Jersey				Southern New Jersey				Southern New Jersey			
New Jersey				New Jersey				New Jersey				New Jersey			

***** New Jersey *****

9961 2247 3071
Burlington Township/Mount Holly
Doyle, Donna & Charles
P.O. Box 14
Burlington, NJ 8016--9998
B (609)326-3663
Fax (215)322-3230
Southern New Jersey
New Jersey

***** New Jersey *****

9875 2187 3071
Clifton
Kinch, Robert & Nancy
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Clifton, NJ 07013
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Fax (973)928-3707
Bergen/Passaic Counties
New Jersey

***** New Jersey *****

9120 2188 3071
East Central Morris County
Skahill, James & Linda
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Fax (973)887-9233
Essex/Morris Counties
New Jersey

***** New Jersey *****

9090 2247 3071
Egg Harbor/Ventnor City
Gibbs, James
8 Steelman Ln, Ste C-1
Egg Harbor Township, NJ 08234
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Fax (609)383-9786
Southern New Jersey
New Jersey

***** New Jersey *****

9011 2247 3071 CM 9178
Cape May County
Jones, Patrick & Barbara
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Ocean View, NJ 08230-1054
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Fax (609)624-9291
Southern New Jersey
New Jersey

***** New Jersey *****

9178 2247 3071
Cumberland County
Jones, Patrick & Barbara
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Southern New Jersey
New Jersey

***** New Jersey *****

8413 3071 CM 9584
East Windsor
Kluger, David & Gina
160 Hickory Street
Port Jefferson Station, NY 11776
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Fax (609)443-3050
New Jersey

***** New Jersey *****

9808 2187 3071
Fort Lee
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Ridgefield, NJ 07657
B (201)496-6024
Fax (201)496-6927
Bergen/Passaic Counties
New Jersey

***** New Jersey *****

8909 3071 CM 9083
Central Union County
Morrison, Robert & Spinner, Karl
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Garwood, NJ 07027
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Fax (973)994-1641
New Jersey

***** New Jersey *****

10343 2188 3071
Dover/Stillwater
Blehl, John E.
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Netcong, NJ 07857
B (973)810-2825
Fax (973)346-7700
Essex/Morris Counties
New Jersey

***** New Jersey *****

9598 3071
Eatontown/Long Branch
Majeski, John
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Red Bank, NJ 07701
B (732)578-9888
Fax (732)578-9788
New Jersey

***** New Jersey *****

8962 3071 CM 1010
Freehold
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Fax (732)431-4840
New Jersey

***** New Jersey *****

9158 2247 3071
Cherry Hill/Haddonfield
Walker, Charles Eric
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Merchantville, NJ 08109
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Fax (856)662-7241
Southern New Jersey
New Jersey

***** New Jersey *****

9885 3071
East Brunswick/Princeton Meadows
Marinello, Salvatore & Vita
396 Whitehead Ave
South River, NJ 08882
B (732)432-9800
Fax (732)432-9810
New Jersey

***** New Jersey *****

9252 3071
Edison
Aller, Daniel R. & Karen M.
160 Liberty Street
Metuchen, NJ 08840
B (732)248-9555
Fax (732)248-9595
New Jersey

***** New Jersey *****

10104 3071
Greater Hunterdon County
Maughan, John
304 Monmouth Road
Millstone, NJ 08510
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Fax (908)788-8767
New Jersey

***** New Jersey *****

9648 2187 3071
 Hackensack/Little Ferry
 Malone, Stephen J.
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 South Hackensack, NJ 07606
 B (201)742-5920
 Fax (201)742-5921
 Bergen/Passaic Counties
 New Jersey

***** New Jersey *****

10059 3071
 Jackson/Lacey
 Pullham, Robert
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 Manchester, NJ 8759--5703
 B (732)323-0135
 Fax (732)323-0261

New Jersey

***** New Jersey *****

9411 2188 3071
 Montclair/West Orange
 Bock, Gregory
 1248 Sussex Turnpike
 Randolph, NJ 07869
 B (973)669-4825
 Fax (973)669-4826
 Essex/Morris Counties
 New Jersey

***** New Jersey *****

9173 2188 3071
 North Morris County
 Brizek, Joseph & Susan
 P.O. Box 341
 Rockaway, NJ 07866
 B (973)983-5657
 Fax (973)529-0447
 Essex/Morris Counties
 New Jersey

***** New Jersey *****

9162 2247 3071 CM 9683
 Haddon Heights/Voorhees
 Logue, Michael & Logue, Patrick & Kathleen
 P.O. Box 1104
 Voorhees, NJ 08043
 B (856)566-3388
 Fax (856)566-9797
 Southern New Jersey
 New Jersey

***** New Jersey *****

9949 3071
 Manahawkin
 Fyrberg, Christopher & Diane
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 Barnegat, NJ 08005
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New Jersey

***** New Jersey *****

10284 2188 3071
 Morristown
 Luciani, Mario
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 Whippany, NJ 07981
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 Fax (203)626-9597
 Essex/Morris Counties
 New Jersey

***** New Jersey *****

10275 2187 3071
 Northeast Bergen County
 Palumbo, Anthony & Danielle
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 Westwood, NJ 07675
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 Fax (201)445-5587
 Bergen/Passaic Counties
 New Jersey

***** New Jersey *****

9592 3071
 Hoboken/Union City
 Harvey, Lance L. & Jennifer L.
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 Hoboken, NJ 07030
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 Fax (201)656-0037

New Jersey

***** New Jersey *****

9661 3071
 Marlboro/Tinton Falls
 Gilmore, Patrick
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 Ocean, NJ 07712
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 Fax (732)536-8555

New Jersey

***** New Jersey *****

10001 2247 3071
 Mount Ephraim/Bellmawr
 Jackson, Keith & Michelle
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 Gloucester City, NJ 08030
 B (856)349-7318
 Fax (856)349-7319
 Southern New Jersey
 New Jersey

***** New Jersey *****

8516 3071 CM 9088
 Northeast Somerset County
 Zoephel, John & Blake
 P.O. Box 4211
 Warren, NJ 07059
 B (908)222-2020
 Fax (908)222-2021

New Jersey

***** New Jersey *****

10426 3071
 Howell/Wall
 Gouda, Saher M.
 331 Fairfield Road
 Freehold, NJ 07728
 B (732)577-1010
 Fax (732)577-7033

New Jersey

***** New Jersey *****

9564 3071 CM 1010
 Middletown
 Maughan, John
 306 Monmouth Road
 Millstone, NJ 08510
 B (732)530-9009
 Fax (732)431-4840

New Jersey

***** New Jersey *****

9157 2247 3071 CM 9158
 Mt. Laurel/Moorestown
 Walker, Charles Eric
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 Merchantville, NJ 08109
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 Fax (856)662-7241
 Southern New Jersey
 New Jersey

***** New Jersey *****

9033 2188 3071 CM 9034
 Northern Sussex County
 Oliver, John & Helen
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 Franklin, NJ 07416
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 Essex/Morris Counties
 New Jersey

***** New Jersey *****

8204 2187 3071 CM 8383
 Northwest Bergen
 Vingoe, Charles & Donna
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 Waldwick, NJ 07463
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 Bergen/Passaic Counties
 New Jersey

***** New Jersey *****

9615 3071
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 Formisano, Frank D. & Rhea A.
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 South Plainfield, NJ 07080
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New Jersey

***** New Jersey *****

9723 3071 CM 1010
 South Jersey City/Bayonne
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New Jersey

***** New Jersey *****

10378 2247 3071
 Washington/Woolwich
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 Southern New Jersey
 New Jersey

***** New Jersey *****

9326 2188 3071
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 Essex/Morris Counties
 New Jersey

***** New Jersey *****

9418 3071
 Point Pleasant
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 Fax (732)349-8898

New Jersey

***** New Jersey *****

8811 2188 3071
 Southwest Morris County
 Bock, Gregory
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 Randolph, NJ 07869
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 Essex/Morris Counties
 New Jersey

***** New Jersey *****

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 Wayne
 Oliver, John & Helen
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 Franklin, NJ 07416
 B (973)546-4977
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 Bergen/Passaic Counties
 New Jersey

***** New Jersey *****

9304 3071 CM 9584
 Old Bridge/Cranbury
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 Port Jefferson Station, NY 11776
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New Jersey

***** New Jersey *****

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 Salem County
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 Southern New Jersey
 New Jersey

***** New Jersey *****

9280 2187 3071
 Teaneck/Englewood
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 Bergen/Passaic Counties
 New Jersey

***** New Jersey *****

9088 3071
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 Warren, NJ 07059
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New Jersey

***** New Jersey *****

9475 2187 3071 CM 1027
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 Bergen/Passaic Counties
 New Jersey

***** New Jersey *****

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 South Burlington County
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 Southern New Jersey
 New Jersey

***** New Jersey *****

8796 3071 CM 9418
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New Jersey

***** New Jersey *****

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 Essex/Morris Counties
 New Jersey

***** New Jersey *****

9550 3071
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New Jersey

***** New Mexico *****

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New Mexico Trainership
FT Supervisor

***** New York *****

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Southern New England and New York

***** New York *****

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Buffalo/Tonawanda
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Upstate New York

***** New Jersey *****

8809 2247 3071
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Fax (856)384-8864
Southern New Jersey
New Jersey

***** New Mexico *****

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New Mexico Trainership
FT Supervisor

***** New York *****

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Westchester/Nassau County
Southern New England and New York

***** New York *****

9417 3072 CM 9584
Central Manhattan
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Southern New England and New York

***** New Mexico *****

10231 2931 3940
Las Cruces
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Las Cruces, NM 88007
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New Mexico Trainership
FT Supervisor

***** New Mexico *****

10270 2931 3940
South Albuquerque
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New Mexico Trainership
FT Supervisor

***** New York *****

5819 2260 3080 CM 9060
Broome County East
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Upstate New York

***** New York *****

10355 2211 3080
Chemung & Schuyler Counties
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The Fingerlakes
Upstate New York

***** New Mexico *****

8421 2931 3940
NE Albuquerque
Weingardt, Marie & Harry
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Albuquerque, NM 87110
B (505)828-3567
Fax (888)556-3198
New Mexico Trainership
FT Supervisor

***** New York *****

5799 3080 CM 5825
Amherst-Clarence
Sullivan, Patricia & William & Sullivan, Jennifer
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Amherst, NY 14051-1664
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Upstate New York

***** New York *****

8958 2260 3080 CM 9060
Broome County West
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Binghamton/Greater Albany
Upstate New York

***** New York *****

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Upstate New York

***** New York *****

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Upstate New York

***** New York *****

8541 2252 3072
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 Rockland/Orange Counties
 Southern New England and New York

***** New York *****

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 Westchester/Nassau County
 Southern New England and New York

***** New York *****

10478 3080
 Jamestown/Olean
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Upstate New York

***** New York *****

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 Westchester/Nassau County
 Southern New England and New York

***** New York *****

10073 2198 3072
 Farmingdale/Massapequa
 Loiacono, William & Loiacono, Stephen
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 Farmingdale, NY 11735
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 Westchester/Nassau County
 Southern New England and New York

***** New York *****

9497 2198 3072
 Great Neck/Port Washington
 Wallace, Daniel & Allison
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 Westchester/Nassau County
 Southern New England and New York

***** New York *****

9217 3080
 Jefferson County
 Zegarelli, Mark & Marylourdes
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Upstate New York

***** New York *****

9032 3080
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Upstate New York

***** New York *****

9693 2198 3072
 Forest Hills/Kew Gardens
 Lopez, Jacqueline & Eddie
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 Westchester/Nassau County
 Southern New England and New York

***** New York *****

9450 3072
 Greater Smithtown
 Solano, Frank & Daria
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 Southern New England and New York

***** New York *****

9207 2252 3072
 Kingston/New Paltz
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 Rockland/Orange Counties
 Southern New England and New York

***** New York *****

8794 3080
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Upstate New York

***** New York *****

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 Westchester/Nassau County
 Southern New England and New York

***** New York *****

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 Hicksville/Plainview
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 Westchester/Nassau County
 Southern New England and New York

***** New York *****

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 Westchester/Nassau County
 Southern New England and New York

***** New York *****

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Southern New England and New York

***** New York *****

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Southern New England and New York

***** New York *****

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Binghamton/Greater Albany
Upstate New York

***** New York *****

9821 3072
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Southern New England and New York

***** New York *****

9584 3072
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Kluger, David & Gina
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Port Jefferson Station, NY 11776
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Southern New England and New York

***** New York *****

9397 3072
North Huntington
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Southern New England and New York

***** New York *****

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Westchester/Nassau County
Southern New England and New York

***** New York *****

10206 2252 3072
NW & SE Dutchess County
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Rockland/Orange Counties
Southern New England and New York

***** New York *****

8216 3072 CM 9410
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Southern New England and New York

***** New York *****

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Upstate New York

***** New York *****

10175 3072
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Southern New England and New York

***** New York *****

5769 2211 3080
NW Monroe County
Wandtke, James & Michele
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The Fingerlakes
Upstate New York

***** New York *****

9809 2198 3072
New Hyde Park/Mineola
Maser, April & Michael
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Westchester/Nassau County
Southern New England and New York

***** New York *****

5655 2252 3072 CM 8386
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Rockland/Orange Counties
Southern New England and New York

***** New York *****

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Southern New England and New York

***** New York *****

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Southern New England and New York

***** New York *****

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Upstate New York

***** New York *****

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Southern New England and New York

***** New York *****

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 Upstate New York

***** New York *****

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 Rockland/Orange Counties
 Southern New England and New York

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***** New York *****

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 Southern New England and New York

***** New York *****

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 Southern New England and New York

***** New York *****

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***** New York *****

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Southern New England and New York

***** New York *****

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 Southern New England and New York

***** New York *****

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Southern New England and New York

***** New York *****

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 Southern New England and New York

***** New York *****

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 Southern New England and New York

***** New York *****

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 The Fingerlakes
 Upstate New York

***** New York *****

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Southern New England and New York

***** New York *****

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Rockland/Orange Counties
Southern New England and New York

***** New York *****

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Southern New England and New York

***** New York *****

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Southern New England and New York

***** North Carolina *****

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Western North Carolina Trainership
The Carolinas

***** New York *****

8196 2211 3080
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The Fingerlakes
Upstate New York

***** New York *****

9495 3072
The North Fork
Giambone, John F. & Giambone, Joseph E. & Gi
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Southern New England and New York

***** New York *****

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The Fingerlakes
Upstate New York

***** North Carolina *****

9954 2258 3077 CM 1036
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Central North Carolina
The Carolinas

***** New York *****

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SW Onondaga County
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Upstate New York

***** New York *****

8217 3080
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Upstate New York

***** New York *****

5925 2252 3072 CM 9207
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Southern New England and New York

***** North Carolina *****

9122 2934 3077 CM 9759
Asheville East
Kuder, John & Linda
P.O. Box 339
Arden, NC 28704
B (828)255-4535
Fax (828)255-4570
Western North Carolina Trainership
The Carolinas

***** New York *****

9937 2198 3072
Tarrytown/Elmsford
Comillon, Denise & Joseph
1000 N. Division St, Ste 2-A
Peekskill, NY 10566
B (914)358-9000
Fax (914)788-4699
Westchester/Nassau County
Southern New England and New York

***** New York *****

9060 2260 3080
Tompkins & Tioga Counties
Sepe, Louis & Michelle & Sepe, Justin & Yurka,
P.O. Box 654
Binghamton, NY 13902
B (607)273-7776
Fax (607)724-0428
Binghamton/Greater Albany
Upstate New York

***** New York *****

8270 2198 3072
White Plains
Pelli, Antoinette
67 Grant Ave.
Harrison, NY 10528
B (914)684-1560
Fax (914)835-0194
Westchester/Nassau County
Southern New England and New York

***** North Carolina *****

9372 2934 3077 CM 9759
Asheville West
Kuder, John & Linda
28 Schenck Parkway, Bldg 2B, Suite 200
Asheville, NC 28803
B (828)684-8506
Fax (828)255-4570
Western North Carolina Trainership
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

9728 2934 3077
Avery & Watauga Counties
Ernst-Hopp, Judy & Hopp, James R.
P.O. Box 1478
Boone, NC 28607
B (828)268-2236
Fax (828)268-2238
Western North Carolina Trainership
The Carolinas

10437 2246 3077
Bath
Baldwin, Cynthia S. & John W.
7013 NC Hwy 92 E.
Bath, NC 27808
B (252)923-0213
Fax (252)364-4544
Eastern North Carolina
The Carolinas

10367 2258 3077
Brunswick & South Columbus Counties
Thompson, Davis M.
6606 Windmill Way
Wilmington, NC 28405
B (910)755-6717
Fax (910)762-8188
Central North Carolina
The Carolinas

10021 2934 3077
Burke County
Williams, Randy S. & Kim A.
1744 Connelly Springs Road
Lenoir, NC 28645
B (828)874-0966
Fax (828)572-2675
Western North Carolina Trainership
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

2717 2258 3077 CM 2258
Burlington
Holcomb, Britt & Stacy
P.O. Box 14694
Greensboro, NC 27415
B (336)229-1156
Fax (336)691-1018
Central North Carolina
The Carolinas

9857 2246 3077
Carteret & East Onslow Counties
Honeycutt, Anthony & Kelly
142 Seth Thomas Lane
Swansboro, NC 28584
B (910)326-1344
Fax (910)325-1344
Eastern North Carolina
The Carolinas

10460 2934 3077 CM 1046
Catawba County East
Williams, Randy S. & Kim A.
1744 Connelly Springs Road
Lenoir, NC 28645
B (828)465-6504
Fax (828)322-1486
Western North Carolina Trainership
The Carolinas

10461 2934 3077
Catawba County West
Williams, Randy S. & Kim A.
1744 Connelly Springs Road
Lenoir, NC 28645
B (828)322-4400
Fax (828)322-1486
Western North Carolina Trainership
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

8814 2246 3077
Craven And Pamlico Counties
Tedrow, Larry & Marcia
1451 Flemming School Road
Greenville, NC 27834
B (252)637-7274
Fax (252)329-7206
Eastern North Carolina
The Carolinas

9942 2934 3077
Davie & Yadkin Counties
McSwain Jr., George & McSwain III, George
372 W. Maple St, Ste A
Yadkinville, NC 27055
B (336)677-1415
Fax (336)677-1417
Western North Carolina Trainership
The Carolinas

9054 2934 3077
East Mecklenburg
Bolton, Wendy
4002 Sardis Drive
Indian Trail, NC 28079
B (704)847-8001
Fax (704)821-1307
Western North Carolina Trainership
The Carolinas

8388 2246 3077 CM 8529
Elizabeth City/Outer Banks
Alewine, Allen
913 Business Park Drive
Chesapeake, VA 23320
B (252)331-7889
Fax (757)523-1807
Eastern North Carolina
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

8633 2258 3077
Fayetteville
Herring, Howard Lee & Jeanette
P.O. Box 295
Dunn, NC 28335
B (910)860-1163
Fax (910)891-4694
Central North Carolina
The Carolinas

8677 2246 3077
Franklin, Vance & Granville Counties
Paul, William & Melissa
P.O. Box 79
Henderson, NC 27536
B (252)433-0005
Fax (252)433-0009
Eastern North Carolina
The Carolinas

8477 2258 3077 CM 2258
Greensboro North
Holcomb, Britt & Stacy
P.O. Box 14694
Greensboro, NC 27415
B (336)379-1772
Fax (336)691-1018
Central North Carolina
The Carolinas

9684 2934 3077 CM 1018
Haywood & Transylvania Counties
Bowles, John & Susan
P.O. Box 1485
Franklin, NC 28744
B (828)452-2111
Fax (828)452-3101
Western North Carolina Trainership
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

9606 2934 3077
Henderson County
Martin, Stephen B. & Joan
P.O. Box 2108
Fletcher, NC 28732
B (828)692-3337
Fax (828)692-3350
Western North Carolina Trainership
The Carolinas

9797 2258 3077
High Point
Olvera, Carlos
P.O. Box 16205
High Point, NC 27261
B (336)884-0063
Fax (336)884-0067
Central North Carolina
The Carolinas

10200 2934 3077
Iredell County
Stock, Michael
P.O. Box 1650
Mooresville, NC 28115
B (704)872-7466
Fax (704)658-0683
Western North Carolina Trainership
The Carolinas

9350 2246 3077
Johnston County
Hogshead, George & Jean
P.O. Box 1769
Clayton, NC 27528
B (919)359-2599
Fax (919)359-2099
Eastern North Carolina
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

9124 2258 3077 CM 2258
Kernersville
Holcomb, Britt & Stacy
2902 Manufacturer Drive
Greensboro, NC 27406
B (336)748-0250
Fax (336)691-1018
Central North Carolina
The Carolinas

8820 2246 3077
Lenoir, Duplin & Jones Counties
Turner, Tony & Charlene
661 Sussex St.
Kinston, NC 28504
B (252)208-7888
Fax (252)208-7887
Eastern North Carolina
The Carolinas

10416 2934 3077
Lincoln/Northeast Gaston Counties
Benkeser, Penny & Cox, J. Daniel
6701-A Northpark Boulevard
Charlotte, NC 28216
B (704)827-7755
Fax (704)393-7891
Western North Carolina Trainership
The Carolinas

9505 2934 3077 CM 1018
Nantahala
Bowles, John & Susan
P.O. Box 1485
Franklin, NC 28744
B (828)349-0707
Fax (828)349-0404
Western North Carolina Trainership
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

9394 2246 3077
New Hanover
Thompson, Davis M.
P.O. Box 3166
Wilmington, NC 28406
B (910)762-8180
Fax (910)762-8188
Eastern North Carolina
The Carolinas

9709 2934 3077
North Cabarrus County & China Grove
Norton, Whitney M., Jr. & Elizabeth
P.O. Box 32
Kannapolis, NC 28082
B (704)939-1944
Fax (704)939-6339
Western North Carolina Trainership
The Carolinas

10229 2934 3077
North Central Mecklenburg County
Kelly, Daniel A.
P.O. Box 480880
Charlotte, NC 28269
B (704)596-9700
Fax (704)596-9779
Western North Carolina Trainership
The Carolinas

10033 2258 3077
North Davidson County
Harmon, Craig D.
P.O. Box 1564
Welcome, NC 27374
B (336)224-2565
Fax (336)300-7970
Central North Carolina
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

9496 2246 3077
North Durham
Robertson, Carlton & Patricia & Robertson, Keith
P.O. Box 97428
Raleigh, NC 27624-7428
B (919)467-0880
Fax (919)876-2279
Eastern North Carolina
The Carolinas

9082 2246 3077
North Raleigh & Wake Forest
Robertson, Carlton & Patricia & Robertson, Keith
P.O. Box 97428
Raleigh, NC 7624--7428
B (919)790-1222
Fax (919)876-2279
Eastern North Carolina
The Carolinas

9845 2934 3077
North Rowan County/Salisbury
Strefezza, Joseph E.
P.O. Box 3369
Salisbury, NC 28145
B (704)636-1700
Fax (704)636-4700
Western North Carolina Trainership
The Carolinas

8929 2934 3077
Northeast Mecklenburg County
Putukian, Peter & Cheryl
P. O. Box 9941
Charlotte, NC 28299
B (704)547-6200
Fax (704)394-2045
Western North Carolina Trainership
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

10068 2934 3077 CM 1041
Northwest Charlotte
Benkeser, Penny & Cox, J. Daniel
6701-A Northpark Boulevard
Charlotte, NC 28216
B (704)393-7890
Fax (704)393-7891
Western North Carolina Trainership
The Carolinas

8994 2258 3077
Orange County
Armstrong, Bradley
P.O. Box 14027
Durham, NC 27709
B (919)245-0788
Fax (919)783-7047
Central North Carolina
The Carolinas

9807 2246 3077
Pender/West Onslow Counties
Manfredini, Dominic & Cathy
16541 Us Hwy 17
Hampstead, NC 28443
B (910)319-0600
Fax (910)378-3934
Eastern North Carolina
The Carolinas

9340 2934 3077
Pilot Mountain
Lawson, Scott
P.O. Box 1645
Mount Airy, NC 27030
B (336)789-3535
Fax (336)789-3433
Western North Carolina Trainership
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

9787 2258 3077
Pinehurst/Moore & Montgomery Counties
Carroll, Robert C.
P.O. Box 208
Star, NC 27356
B (910)428-5280
Fax (910)428-5278
Central North Carolina
The Carolinas

8468 2246 3077 CM 8814
Pitt/Greene Counties
Tedrow, Larry & Marcia
1451 Flemming School Rd.
Greenville, NC 27834
B (252)329-7205
Fax (252)329-7206
Eastern North Carolina
The Carolinas

9843 2258 3077
Rockingham County
Lester, III, Clifford W. & Lester, Jodi P.
103 East Main Street
Stoneville, NC 27048
B (336)573-4345
Fax (336)573-4347
Central North Carolina
The Carolinas

9112 2246 3077
Rocky Mount
Redd Jr., Cecil Ray & Redd, Charlotte
P.O. Box 151
Rocky Mount, NC 27802
B (252)977-9444
Fax (252)977-0200
Eastern North Carolina
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

9064 2246 3077
SE Raleigh/Garner/Zebulon
Jennings, J. Wesley
P.O. Box 10806
Raleigh, NC 27605
B (919)250-0455
Fax (919)829-1457
Eastern North Carolina
The Carolinas

9700 2934 3077
South Cabarrus County
Fisher, Jr., John J. & Curran, Kathryn
7168 Weddington Rd, Ste 136
Concord, NC 28027
B (704)793-1488
Fax (704)793-1499
Western North Carolina Trainership
The Carolinas

8515 2934 3077 CM 9054
South Charlotte
Bolton, Wendy
4002 Sardis Drive
Indian Trail, NC 28079
B (704)333-7737
Fax (704)821-1307
Western North Carolina Trainership
The Carolinas

8636 2246 3077
South Durham
Armstrong, Bradley
P.O. Box 14027
Durham, NC 27709
B (919)596-1242
Fax (919)783-7047
Eastern North Carolina
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

9491 2934 3077
Southern Gaston County
Harris, Michael H. & Kathleen J.
P.O. Box 6096
Gastonia, NC 28056
B (704)824-1243
Fax (704)824-1210
Western North Carolina Trainership
The Carolinas

9063 2246 3077 CM 9064
SW Raleigh/Cary/SW Wake Co.
Jennings, J. Wesley
P.O. Box 10806
Raleigh, NC 27605
B (919)754-8160
Fax (919)829-1457
Eastern North Carolina
The Carolinas

10369 2258 3077
Union County
Morgan, Shaun C. & Kimberly S.
40602 S. Stanly School Road
Norwood, NC 28128
B (704)764-3216
Fax (704)474-0198
Central North Carolina
The Carolinas

9302 2246 3077
Wayne County
Turner, Tony & Charlene
661 Sussex St.
Kinston, NC 28504
B (919)751-5353
Fax (252)208-7877
Eastern North Carolina
The Carolinas

***** North Carolina ***** ***** North Carolina ***** ***** North Carolina ***** ***** North Carolina *****

9850 2258 3077
West Forsyth County
Meadows, Jeffrey L. & Leigh W.
2571 Landmark Dr.
Winston-Salem, NC 27103
B (336)946-1131
Fax (336)946-1137
Central North Carolina
The Carolinas

9630 2934 3077
West Mecklenburg County
Williams, Craig
P.O. Box 31575
Charlotte, NC 28231
B (704)910-5649
Fax (704)910-6131
Western North Carolina Trainership
The Carolinas

8708 2246 3077
Wilson/Nashville
Reneau, Daniel & Mary
P.O. Box 3131
Wilson, NC 27895-3131
B (252)291-4492
Fax (252)291-7777
Eastern North Carolina
The Carolinas

9743 2258 3077
Winston Salem North
Carlson, Brian & Tanya
4994 Indiana Ave. Ste B
Winston Salem, NC 7106--2810
B (336)744-5104
Fax (336)744-5105
Central North Carolina
The Carolinas

***** North Dakota *****

5107 2920 3951 CM 5486
Fargo
Piper, William & Donna
P.O. Box 9096
Fargo, ND 58106
B (701)232-2455
Fax (701)232-7026
N. Dakota/S. Dakota Trainership
FT Supervisor

***** North Dakota *****

9912 2920 3951
Minot
Leier, Melissa & Chad
300 3rd St SW
Minot, ND 58701
B (701)852-7378
Fax (701)838-1564
N. Dakota/S. Dakota Trainership
FT Supervisor

***** Ohio *****

10374 2961 3936
Ashtabula & North Trumbull Counties
Dobson, James P. & Susan E.
5547 Mahoning Avenue, Suite 329
Austintown, OH 44515
B (440)319-3360
Fax (330)609-8551
East Ohio Trainership
FT Supervisor

***** Ohio *****

8245 2961 3936 CM 8888
Barberton/Norton
Fosdick, Michal & Dennis
1170 Industrial Pkwy
Medina, OH 44256
B (330)825-1803
Fax (330)723-3626
East Ohio Trainership
FT Supervisor

***** Ohio *****

10160 2961 3936
Beachwood/Shaker Heights/Cleveland Heights
Koslen, Jack & Laura
32327 Springside Lane
Solon, OH 44139
B (216)464-4498
Fax (216)464-4497
East Ohio Trainership
FT Supervisor

***** Ohio *****

9236 2962 3936
Bowling Green/West Lucas County
Buck, Mike
P.O. Box 244
Holland, OH 43528
B (419)867-8678
Fax (419)867-8637
West Ohio Trainership
FT Supervisor

***** Ohio *****

8919 2961 3936
Canton
Johnson, Bruce & Terri
1546 Georgetown Road
Hudson, OH 44236
B (330)966-2377
Fax (330)650-2321
East Ohio Trainership
FT Supervisor

***** Ohio *****

8463 2962 3936
Central Auglaize/Hardin/Logan Counties
Saltzman, Blaiz & Ruth & Saltzman, Brad
19452 CR 190
Kenton, OH 43326
B (937)354-3540
Fax (937)354-3541
West Ohio Trainership
FT Supervisor

***** Ohio *****

8903 2962 3936
Cheviot and Cleves
Haaser, Kevin
P.O. Box 58285
Cincinnati, OH 45258-0285
B (513)467-6666
Fax (513)921-8744
West Ohio Trainership
FT Supervisor

***** Ohio *****

8996 2962 3936
Cincinnati East
Hartke, Wayne & Sylvia & Hartke, Robert Dougla
2115 Schappelle Lane
Cincinnati, OH 45240
B (513)575-4113
Fax (513)541-0055
West Ohio Trainership
FT Supervisor

***** Ohio *****

5312 2961 3936
Delaware, Oh
Cottrill, Richard
740 Radio Drive
Lewis Center, OH 43035
B (740)369-5020
Fax (740)994-9257
East Ohio Trainership
FT Supervisor

***** Ohio *****

10189 2962 3936
East Central Cincinnati
Cook, Jim R. & Wright, Patrick A.
1850 Summit Rd.
Cincinnati, OH 45237
B (513)561-7378
Fax (513)761-1715
West Ohio Trainership
FT Supervisor

***** Ohio *****

10443 2962 3936 CM 1044
 East Dayton/Beavercreek
 Shooter, Greg & Shooter, Gary
 113 Harbert Drive
 Beavercreek, OH 45440
 B (937)228-3433
 Fax (937)429-0817
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

8577 2962 3936
 East Toledo
 Wills, Brion & Heather
 7944 W. Central Avenue, Unit 1
 Toledo, OH 43617
 B (419)691-6550
 Fax (419)725-6031
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

8297 2961 3936 CM 8674
 Gateway
 Valega, Janis
 400 N State Road
 Medina, OH 44256
 B (216)575-1985
 Fax (330)723-2995
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

9657 2962 3936
 Jackson & Gallia Counties
 Hughes, Jennifer & Travis
 P.O. Box 1089
 Jackson, OH 45640
 B (740)286-2550
 Fax (740)288-0872
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

8319 2962 3936 CM 8532
 East Hamilton/Fairfield
 Hoey, Harry
 4645 Emerald Way
 Middletown, OH 45044
 B (513)858-1071
 Fax (513)423-5016
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

10444 2962 3936 CM 1044
 Fairborn/Huber Heights
 Shooter, Greg & Shooter, Gary
 113 Harbert Drive
 Beavercreek, OH 45440
 B (937)237-9707
 Fax (937)429-0817
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

10360 2961 3936
 Geauga County
 Bowdren, Michael
 9900 E. Washington Street
 Chagrin Falls, OH 44023
 B (440)564-7266
 Fax (440)389-4518
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

5991 2961 3936
 Licking County
 Walker, Phillip J. & Cori
 4617 Columbus Road SW
 Granville, OH 43023
 B (740)587-0938
 Fax (740)587-0934
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

10513 2961 3936
 East Mahoning County
 Dobson, Andrew J. & Katelyn A.
 125 McKinley Way, Suite 5554
 Youngstown, OH 44514
 B (330)536-7477
 Fax
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

8369 2961 3936
 Fairfield County
 Gill, Sherri
 P.O. Box 139
 Carroll, OH 43112
 B (740)756-7003
 Fax (740)456-4143
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

8874 2962 3936
 Hancock County
 Franks, Richard
 16406 US 224 East, Suite A
 Findlay, OH 45840
 B (419)299-3774
 Fax (419)299-3775
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

9401 2962 3936
 Lima
 Nelson, Cynthia & Norman
 P.O. Box 1505
 Lima, OH 5802--1505
 B (419)516-4990
 Fax (419)516-4991
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

10335 2962 3936
 East Ottawa/Erie County
 Gao, James Xiao Yang
 280 Heritage Drive
 Tiffin, OH 44883
 B (419)621-7766
 Fax (419)443-1792
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

10324 2961 3936 CM 1032
 Gahanna
 Spence, Michael R. & Parker, Kenneth N. & Pac
 7440 Pingue Drive
 Worthington, OH 43085
 B (614)478-7475
 Fax (614)888-0112
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

9983 2962 3936
 Huron & East Seneca Counties
 Gao, James Xiao Yang
 280 Heritage Dr.
 Tiffin, OH 44883
 B (419)443-1790
 Fax (419)443-1792
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

5966 2961 3936 CM 8674
 Medina County
 Valega, Janis
 400 N State Road
 Medina, OH 44256
 B (330)722-4343
 Fax (330)723-2995
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

8709 2961 3936 CM 8850
Mentor
Koster, Karen J. & Arthur J.
P.O. Box 30008
Parma, OH 44130
B (440)953-1111
Fax (330)220-8141
East Ohio Trainership
FT Supervisor

***** Ohio *****

10326 2961 3936 CM 1032
Northeast Columbus
Spence, Michael R. & Parker, Kenneth N. & Pac
7440 Pingue Drive
Worthington, OH 43085
B (614)888-5700
Fax (614)888-0112
East Ohio Trainership
FT Supervisor

***** Ohio *****

10323 2961 3936 CM 1032
Northwest Columbus
Spence, Michael R. & Parker, Kenneth N. & Pac
7440 Pingue Drive
Worthington, OH 43085
B (614)888-5700
Fax (614)888-0112
East Ohio Trainership
FT Supervisor

***** Ohio *****

8272 2961 3936 CM 8850
Parma/Seven Hills
Koster, Karen J. & Arthur J.
P.O. Box 30008
Parma, OH 44130
B (440)887-9000
Fax (330)220-8141
East Ohio Trainership
FT Supervisor

***** Ohio *****

5921 2962 3936 CM 8532
Middletown/Springboro
Hoey, Harry & Duncan, Jennifer
4645 Emerald Way
Middletown, OH 45044
B (513)422-9200
Fax (513)423-5016
West Ohio Trainership
FT Supervisor

***** Ohio *****

8850 2961 3936
Northern Lorain County
Koster, Karen J. & Arthur J.
P.O. Box 30008
Parma, OH 44130
B (440)245-2115
Fax (330)220-8141
East Ohio Trainership
FT Supervisor

***** Ohio *****

5658 2961 3936
Northwest Cuyahoga County
Mikolic, William C. & Mikolic, Donald
6856 Lake Ave
Elyria, OH 44035
B (216)281-4388
Fax (440)324-5053
East Ohio Trainership
FT Supervisor

***** Ohio *****

5699 2961 3936 CM 8919
Portage County
Johnson, Bruce & Terri
1546 Georgetown Rd.
Hudson, OH 44236
B (330)677-4483
Fax (330)650-2321
East Ohio Trainership
FT Supervisor

***** Ohio *****

8896 2961 3936
North Richland & Ashland Counties
Orsini, Molly & Joseph
276 W. Longview Avenue
Mansfield, OH 44903
B (419)207-8449
Fax (419)526-2712
East Ohio Trainership
FT Supervisor

***** Ohio *****

5408 2961 3936 CM 8919
Northern Summit County
Johnson, Bruce & Terri
1546 Georgetown Rd.
Hudson, OH 44236
B (330)650-4486
Fax (330)650-2321
East Ohio Trainership
FT Supervisor

***** Ohio *****

8361 2962 3936
Northwest Dayton
Peditke, Brian
7501 Jacks Ave
Clayton, OH 45315
B (937)836-0196
Fax (937)832-4578
West Ohio Trainership
FT Supervisor

***** Ohio *****

8616 2961 3936 CM 8888
SE Summit County/Lake Township
Fosdick, Michal & Dennis
1170 Industrial Parkway
Medina, OH 44256
B (330)786-0505
Fax (330)723-3626
East Ohio Trainership
FT Supervisor

***** Ohio *****

8551 2962 3936 CM 8996
Northeast Cincinnati
Hartke, Wayne & Sylvia & Hartke, Robert Dougla
2115 Schappelle Lane
Cincinnati, OH 45240
B (513)530-9688
Fax (513)541-0055
West Ohio Trainership
FT Supervisor

***** Ohio *****

5587 2962 3936 CM 8996
Northwest Cincinnati
Hartke, Wayne & Sylvia & Hartke, Robert Dougla
2115 Schappelle Lane
Cincinnati, OH 45240
B (513)541-3200
Fax (513)541-0055
West Ohio Trainership
FT Supervisor

***** Ohio *****

8627 2961 3936
Northwest Stark County
Gentile, Maureen L. & Richard F.
7801 Cleveland Ave. NW
North Canton, OH 44720
B (330)497-4600
Fax (330)497-1732
East Ohio Trainership
FT Supervisor

***** Ohio *****

8925 2961 3936
South & East Stark County
Kolenz, Laurel
7801 Cleveland Ave NW
N. Canton, OH 44720
B (330)823-4088
Fax (330)497-1732
East Ohio Trainership
FT Supervisor

***** Ohio *****

10526 2961 3936
 South Columbus
 Young, Joseph Shawn
 81 Front Street
 Groveport, OH 43125
 B (614)863-1392
 Fax (614)567-6840
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

10151 2962 3936 CM 1044
 South West Dayton
 Shooter, Greg & Shooter, Gary
 113 Harbert Drive
 Beavercreek, OH 45440
 B (937)262-9773
 Fax (937)429-0817
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

8503 2962 3936
 Southern Scioto & Lawrence Counties
 Dunlap, Beverly & Lovins, Jack & Glenna
 P.O. Box 78
 Ironton, OH 45638
 B (740)534-9210
 Fax (740)534-9267
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

10322 2961 3936 CM 1032
 SW Columbus
 Spence, Michael R. & Parker, Kenneth N. & Pac
 7440 Pingue Drive
 Worthington, OH 43085
 B (614)276-9200
 Fax (614)888-0112
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

10150 2962 3936 CM 1044
 South Dayton
 Shooter, Greg & Shooter, Gary
 113 Harbert Drive
 Beavercreek, OH 45440
 B (937)435-2665
 Fax (937)429-0817
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

8758 2961 3936 CM 8888
 Southeastern Cuyahoga County
 Fosdick, Michal & Dennis
 1170 Industrial Parkway
 Medina, OH 44256
 B (440)248-0022
 Fax (330)723-3626
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

9232 2961 3936
 Southern Trumbull County
 Knepp, John & Sandra
 344 Portage Easterly Road
 Cortland, OH 44410
 B (330)392-6355
 Fax (330)392-9155
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

1768 2962 3936 CM 8577
 Sylvania/West Toledo
 Wills, Brion & Heather
 7944 W. Central Ave. Unit 1
 Toledo, OH 43617
 B (419)473-0561
 Fax (419)725-6031
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

10393 2961 3936
 South Euclid/Lyndhurst/Pepper Pike
 Koslen, Jack & Laura
 32327 Springside Lane
 Solon, OH 44139
 B (216)932-4498
 Fax (216)464-4497
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

8888 2961 3936
 Southern Cuyahoga County
 Fosdick, Michal & Dennis
 1170 Industrial Parkway
 Medina, OH 44256
 B (440)237-0077
 Fax (330)723-3626
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

5836 2962 3936 CM 8577
 Southwest Toledo
 Wills, Brion & Heather
 7944 W. Central Avenue, Unit 1
 Toledo, OH 43617
 B (419)385-9245
 Fax (419)725-6031
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

5556 2961 3936 CM 5658
 The North Coast
 Mikolic, William C. & Mikolic, Donald
 6856 Lake Avenue
 Elyria, OH 44035
 B (216)221-3333
 Fax (440)324-5053
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

1424 2961 3936 CM 8896
 South Richland County
 Orsini, Molly & Joseph
 276 W. Longview Avenue
 Mansfield, OH 44903
 B (419)526-2701
 Fax (419)526-2712
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

5306 2961 3936 CM 5658
 Southern Lorain County
 Mikolic, William C. & Mikolic, Donald
 6856 Lake Avenue
 Elyria, OH 44035
 B (440)324-2620
 Fax (440)324-5053
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

8059 2961 3936
 Stark County - BSM
 Caveney, John
 7801 Cleveland Ave. NW
 North Canton, OH 44720
 B (330)497-1773
 Fax (330)497-1732
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

10325 2961 3936 CM 1032
 Upper Arlington
 Spence, Michael R. & Parker, Kenneth N. & Pac
 7440 Pingue Drive
 Worthington, OH 43085
 B (614)261-6666
 Fax (614)888-0112
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

8532 2962 3936
 Warren County
 Hoey, Harry
 4645 Emerald Way
 Middletown, OH 45044
 B (513)932-3649
 Fax (513)423-5016
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

8544 2962 3936
 West Dayton/Preble County
 Pedtke, Brian
 7501 Jacks Lane
 Clayton, OH 45315
 B (937)836-0446
 Fax (937)832-4578
 West Ohio Trainership
 FT Supervisor

***** Ohio *****

9307 2961 3936
 Zanesville/Cambridge
 Bettinger, Quentin & Sharon
 P.O. Box 908
 Zanesville, OH 43702
 B (740)844-0977
 Fax (740)844-0978
 East Ohio Trainership
 FT Supervisor

***** Oklahoma *****

9992 2959 3950
 Muskogee/McIntosh Counties & Tahlequah
 Kelley, Arthur & Carrie
 402 E. Highway 62
 Fort Gibson, OK 74434
 B (918)913-4490
 Fax (888)601-9178
 Oklahoma Trainership
 FT Supervisor

***** Ohio *****

5899 2961 3936
 Wayne County
 Esterle, Harvey & Billie
 10600 Back Orville Rd.
 Orrville, OH 44667
 B (330)683-4222
 Fax (330)683-4114
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

9960 2961 3936 CM 1037
 West Mahoning County
 Dobson, James P. & Susan E.
 5547 Mahoning Ave. Suite 329
 Austintown, OH 44515
 B (330)609-8543
 Fax (330)609-8551
 East Ohio Trainership
 FT Supervisor

***** Oklahoma *****

9072 2959 3950
 Bartlesville/Miami
 Burger, Yvonne & O'Rourke, John & Lisa
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 Bartlesville, OK 74006
 B (918)766-0220
 Fax (918)766-0222
 Oklahoma Trainership
 FT Supervisor

***** Oklahoma *****

8872 2959 3950
 Norman
 Whittle, Dennis & Jan & Whittle, Michael
 3200 Deskin Drive
 Norman, OK 73069
 B (405)292-0808
 Fax (405)292-0833
 Oklahoma Trainership
 FT Supervisor

***** Ohio *****

5710 2961 3936 CM 8059
 West Akron
 Caveney, John
 7801 Cleveland Ave. NW
 North Canton, OH 44720
 B (330)867-5723
 Fax (330)497-1732
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

8674 2961 3936
 Western Lake County
 Valega, Janis
 400 N State Road
 Medina, OH 44256
 B (440)975-9585
 Fax (330)723-2995
 East Ohio Trainership
 FT Supervisor

***** Oklahoma *****

10271 2959 3950
 Edmond
 Jones, David D. & Jamie E.
 14690 E. Pine Street
 Tulsa, OK 74116-2205
 B (405)330-2095
 Fax (918)437-2090
 Oklahoma Trainership
 FT Supervisor

***** Oklahoma *****

9355 2959 3950
 North Tulsa County
 Davis, Roger
 P.O. Box 547
 Collinsville, OK 74021
 B (918)371-0222
 Fax (918)371-8181
 Oklahoma Trainership
 FT Supervisor

***** Ohio *****

10327 2961 3936
 West Columbus
 Spence, Michael R. & Parker, Kenneth N. & Pac
 7440 Pingue Drive
 Worthington, OH 43085
 B (614)481-8488
 Fax (614)888-0112
 East Ohio Trainership
 FT Supervisor

***** Ohio *****

10445 2962 3936
 Xenia/Wilmington
 Shooter, Greg & Shooter, Gary
 113 Harbert Drive
 Beavercreek, OH 45440
 B (937)372-5399
 Fax (937)429-0817
 West Ohio Trainership
 FT Supervisor

***** Oklahoma *****

9334 2959 3950
 Greater Broken Arrow
 Drost, Benjamin & Marty
 613 B North Walnut
 Broken Arrow, OK 74012
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 Fax (918)249-9370
 Oklahoma Trainership
 FT Supervisor

***** Oklahoma *****

10364 2959 3950
 South Oklahoma City
 Whittle, Dennis & Jan & Whittle, Michael
 100 Park Avenue, Suite 700
 Oklahoma City, OK 73102
 B (405)677-4000
 Fax (405)292-0833
 Oklahoma Trainership
 FT Supervisor

***** Oklahoma *****

9317 2959 3950 CM 1027
 South Tulsa County
 Jones, David D.
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 Tulsa, OK 74116-2205
 B (918)437-2095
 Fax (918)437-2090
 Oklahoma Trainership
 FT Supervisor

***** Oregon *****

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 Coos, Curry & Del Norte Counties
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 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

5795 2179 3078 CM 8403
 Gresham
 Mesford, Dennis & Ellen A.
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 Gresham, OR 97030
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 Fax (503)492-8749
 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

9772 2179 3078
 Lincoln & Polk Counties
 Harley, Mike & Kay
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 Salem, OR 97308
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 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

9413 2179 3078
 Beaverton
 Linderman, Kathy S.
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 Tigard, OR 97281
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 Fax (503)684-9183
 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

9513 2179 3078 CM 1017
 Douglas County
 Clark, Timothy & Nikole
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 Sutherlin, OR 97479
 B (541)459-3987
 Fax (541)459-3101
 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

9226 2179 3078
 Hillsboro/Forest Grove
 Ahlberg, Alan & Kathleen
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 Hillsboro, OR 97123
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 Fax (503)268-1062
 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

10176 2179 3078
 Linn County
 McGinnis, Timothy & Cynthia & McGinnis, Nick
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 Corvallis, OR 97339
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 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

10316 2179 3078
 Bend
 Irwin, Julie S. & Brent R.
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 Bend, OR 97702
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 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

8756 2179 3078
 East Clackamas, Hood River & Wasco Counties
 Olsen, Joel & Annette
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 Hood River, OR 97031
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 Fax (541)386-9988
 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

9640 2179 3078
 Klamath & Lake Counties
 DeLashmutt, Lori
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 Klamath Falls, OR 97601
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 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

9779 2179 3078
 Medford/Ashland
 McFall, Donna & Timothy
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 Medford, OR 97501
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 Fax (541)776-1062
 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

9712 2179 3078 CM 1017
 Benton County
 McGinnis, Timothy & Cynthia & McGinnis, Nick
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 Corvallis, OR 97339
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 Fax (541)745-5072
 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

10174 2179 3078
 Grants Pass/Central Point
 McFall, Donna & Timothy
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 Medford, OR 97501
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 Fax (541)776-1062
 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

10406 2179 3078
 Lake Oswego/West Linn
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 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

9193 2179 3078
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 Hanson, David L. & Susanne M.
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 Clackamas, OR 97015
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 Fax (503)786-6792
 Oregon
 Oregon/Northern CA/Western NV

***** Oregon *****

10405 2179 3078
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Oregon
Oregon/Northern CA/Western NV

***** Oregon *****

10400 2179 3078
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Bucsa, Merci Y.
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Portland, OR 97202
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Oregon
Oregon/Northern CA/Western NV

***** Pennsylvania *****

8207 3048 CM 8629
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Norristown, PA 19401
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Penn-Del

***** Pennsylvania *****

10077 3048
Carbon/NW Monroe Counties
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Hanover Township, PA 18706
B (570)722-5700
Fax (570)822-5300

Penn-Del

***** Oregon *****

8403 2179 3078
Oregon City/Sandy
Mesford, Dennis & Ellen A.
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B (503)655-7735
Fax (503)492-8749
Oregon
Oregon/Northern CA/Western NV

***** Oregon *****

10381 2179 3078
Southwest Portland
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Portland, OR 97239
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Fax (503)452-6138
Oregon
Oregon/Northern CA/Western NV

***** Pennsylvania *****

8464 3048
Altoona
McCullough, Stephen & Kathy
2309 Union Avenue
Altoona, PA 16602
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Penn-Del

***** Pennsylvania *****

9796 3048
Carbondale/Clarks Summit/Old Forge
Wentling, Kevin
372 N. Main St.
Taylor, PA 18517
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Penn-Del

***** Oregon *****

8603 2179 3078 CM 9772
Salem West
Harley, Mike & Kay
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Salem, OR 97308-2664
B (503)393-9999
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Oregon
Oregon/Northern CA/Western NV

***** Oregon *****

5772 2179 3078
Tigard/Tualatin
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Tigard, OR 97281
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Oregon
Oregon/Northern CA/Western NV

***** Pennsylvania *****

9358 3048
Bethlehem
Davis, Dawn & Stephen
860 N Kiowa St.
Allentown, PA 18109
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Penn-Del

***** Pennsylvania *****

10025 2273 3048
Central Chester County
Lyman, David J. & Patricia
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Exton, PA 19341
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Fax (610)594-8911
Chester and Delaware Counties
Penn-Del

***** Oregon *****

10172 2179 3078
South Eugene/Florence
Clark, Timothy & Nikole
P.O. Box 2386, 4222 W. 6th Avenue
Eugene, OR 97402
B (541)345-0115
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Oregon
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***** Oregon *****

8706 2179 3078
Yamhill & Tillamook Counties
Ahlberg, Alan & Kathleen
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Hillsboro, OR 97123
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Oregon
Oregon/Northern CA/Western NV

***** Pennsylvania *****

9892 3048
Blue Bell
Lutz, Richard & Lutz, Steven
P.O. Box 1885
Blue Bell, PA 19422
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Penn-Del

***** Pennsylvania *****

5962 2273 3048 CM 8218
Central Delaware County
May, Jr., Michael
119 Springfield Avenue
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Chester and Delaware Counties
Penn-Del

***** Pennsylvania *****

9887 3048
Chambersburg
Myers, Marlin & Adatha
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Chambersburg, PA 17201
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Penn-Del

***** Pennsylvania *****

8893 3048
Doylestown
DiPrinzio, Andreo
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Doylestown, PA 18901
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Fax (610)539-8149

Penn-Del

***** Pennsylvania *****

10105 3048 CM 1046
Ebensburg
Weaver, Benjamin J. & Kuncelman, Jeffrey J.
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Loretto, PA 15940
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Fax (814)884-0188

Penn-Del

***** Pennsylvania *****

9074 3048
Gettysburg/Adams County
VanHoutte, Kenneth
320 Hunterstown Hampton Rd.
Gettysburg, PA 17325
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Penn-Del

***** Pennsylvania *****

9673 3048 CM 9958
Clarion, Jefferson & Forest Counties
Bullers, Jr., Herbert & Bullers, Mary
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Brookville, PA 15825
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Penn-Del

***** Pennsylvania *****

10455 3048
East York
Sharma, Shruti & Vazirani, Jagdish
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Manheim, PA 17545
B (717)846-6100
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Penn-Del

***** Pennsylvania *****

9348 3048 CM 9931
Fayette County
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Connellsville, PA 15425
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Penn-Del

***** Pennsylvania *****

10285 3048
Greensburg
Wood, James M.
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Penn-Del

***** Pennsylvania *****

9958 3048
Clearfield County
Bullers, Jr., Herbert & Bullers, Mary
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Penn-Del

***** Pennsylvania *****

10507 3048
Eastern Main Line/Bala Cynwyd
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Penn-Del

***** Pennsylvania *****

10090 3048
Fox Chase/Torresdale
Paparone, Michael & Paparone, Michael David
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Penn-Del

***** Pennsylvania *****

9795 3048 CM 1007
Hanover Township/Bear Creek
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Hanover Township, PA 18706
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Penn-Del

***** Pennsylvania *****

8807 3048
Columbia, Montour & Sullivan Counties
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Penn-Del

***** Pennsylvania *****

5770 3048 CM 9358
Easton
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Allentown, PA 18109
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Penn-Del

***** Pennsylvania *****

8824 3048 CM 9301
Germantown
McGrory, Michael & McCabe, Sean
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Penn-Del

***** Pennsylvania *****

9390 3048
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Penn-Del

***** Pennsylvania *****

10241 3048
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Morgan, Bradley Alan
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Penn-Del

***** Pennsylvania *****

10129 3048
Lancaster East
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Penn-Del

***** Pennsylvania *****

10432 3048
Lewisburg/Selinsgrove
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Penn-Del

***** Pennsylvania *****

9946 3048
Mercer County
Gebe, Stephen Mark
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Penn-Del

***** Pennsylvania *****

10465 3048
Indiana County
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Penn-Del

***** Pennsylvania *****

10089 3048 CM 1009
Langhorne/Bensalem
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Penn-Del

***** Pennsylvania *****

10217 3048 CM 1021
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Penn-Del

***** Pennsylvania *****

8936 3048 CM 9134
Metro Pittsburgh East
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North Versailles, PA 15137
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Penn-Del

***** Pennsylvania *****

8220 2273 3048
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Chester and Delaware Counties

Penn-Del

***** Pennsylvania *****

8187 3048
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Penn-Del

***** Pennsylvania *****

8651 3048 CM 1007
Manayunk
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Penn-Del

***** Pennsylvania *****

9134 3048
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Penn-Del

***** Pennsylvania *****

5038 3048 CM 8629
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Penn-Del

***** Pennsylvania *****

10127 3048
Levittown
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Penn-Del

***** Pennsylvania *****

8218 2273 3048
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Chester and Delaware Counties

Penn-Del

***** Pennsylvania *****

10218 3048
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Penn-Del

***** Pennsylvania *****

10356 3048
 Newtown/Yardley
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Penn-Del

***** Pennsylvania *****

9127 3048
 North York
 Naugle, Paul & Carol
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Penn-Del

***** Pennsylvania *****

10112 3048
 Pottstown/Souderton
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Penn-Del

***** Pennsylvania *****

9199 3048
 Society Hill
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Penn-Del

***** Pennsylvania *****

10074 3048
 Norristown
 Rementer, Edward & Joan
 503 Hurst Alley
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Penn-Del

***** Pennsylvania *****

10144 3048 CM 1050
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 Philadelphia, PA 19131
 B (215)877-6653
 Fax (215)877-6652

Penn-Del

***** Pennsylvania *****

10003 3048
 Pottsville
 Olam, John & Lucy
 P.O. Box 1109
 Pottsville, PA 17901
 B (570)622-8991
 Fax (610)385-4349

Penn-Del

***** Pennsylvania *****

9601 3048
 Somerset County & Westmont
 Sferro, Richard
 373 South Pleasant Ave.
 Somerset, PA 15501
 B (814)445-5800
 Fax (814)445-5801

Penn-Del

***** Pennsylvania *****

8550 2273 3048
 North East Chester County
 Robey, Jane & David
 311 Bridge Street
 Spring City, PA 19475
 B (610)948-2141
 Fax (610)948-2147

Chester and Delaware Counties

Penn-Del

***** Pennsylvania *****

8969 3048 CM 9301
 Pennypack/Bustleton
 McGrory, Michael & McCabe, Sean
 P.O. Box 56
 Perkasio, PA 18944
 B (215)671-7777
 Fax (610)397-1556

Penn-Del

***** Pennsylvania *****

10002 3048 CM 1000
 Reading
 Olam, John & Lucy
 P.O. Box 70
 Birdsboro, PA 19508
 B (610)779-8189
 Fax (610)385-4349

Penn-Del

***** Pennsylvania *****

8935 3048 CM 9134
 South Hills
 Katofsky, Lynn & Harold
 1951 Lincoln Highway
 North Versailles, PA 15137
 B (412)831-3100
 Fax (412)825-6002

Penn-Del

***** Pennsylvania *****

10118 3048
 North Washington County
 Leyenaar, Mark & Lynn
 500 Perry Como Avenue
 Canonsburg, PA 15317
 B (724)746-4670
 Fax (724)941-8742

Penn-Del

***** Pennsylvania *****

10088 3048
 Pike/NE Monroe Counties
 Jetter, Mary L. & Snarponis, Justin
 528 Seven Bridge Road, Suite 154
 East Stroudsburg, PA 18301
 B (570)296-1177
 Fax (570)424-2522

Penn-Del

***** Pennsylvania *****

10060 3048
 Shippensburg/Perry County
 Rine, Darrin
 106 S. Conestoga Dr.
 Shippensburg, PA 17257
 B (717)300-3347
 Fax (717)300-3170

Penn-Del

***** Pennsylvania *****

9575 3048
 South Park/West Mifflin
 Bash, Regina & Gary & Bash, Daniel J.
 221 Yarrow Lane
 Pittsburgh, PA 15236
 B (412)653-3388
 Fax (412)653-1180

Penn-Del

***** Pennsylvania *****

9889 3048
 South Philadelphia
 Graham, Denise & Michael & Graham, Geoffrey
 P.O. Box 33259
 Philadelphia, PA 19142
 B (215)243-0430
 Fax (215)243-0479

Penn-Del

***** Pennsylvania *****

8837 3048
 Southern Lancaster County
 Barrett, Donna & Joseph
 PMB 213, 2600 N Willow St Pike
 Willow Street, PA 17584-9386
 B (717)464-5500
 Fax (717)464-8810

Penn-Del

***** Pennsylvania *****

9922 3048
 Tacony, Mayfair & Lawndale
 Hughes, David & Hughes, Michael
 P.O. Box 250
 Avondale, PA 19311
 B (267)579-0008
 Fax (610)268-1061

Penn-Del

***** Pennsylvania *****

5915 3048 CM 8187
 Warminster
 Lutz, Richard & Lutz, Steven
 777 Schwab Road, Suite P
 Hatfield, PA 19440
 B (215)674-8222
 Fax (215)361-0559

Penn-Del

***** Pennsylvania *****

9903 3048
 South Washington County
 Knopp, James M. & Nikki J.
 15 Walker Road
 Washington, PA 15301
 B (724)222-5151
 Fax (724)206-9281

Penn-Del

***** Pennsylvania *****

9600 3048 CM 1008
 Southern Monroe County
 Jetter, Mary L. & Snarponis, Justin
 528 Seven Bridge Rd. Ste 154
 East Stroudsburg, PA 18301
 B (570)424-2290
 Fax (570)424-2522

Penn-Del

***** Pennsylvania *****

5859 2273 3048 CM 1002
 The Main Line
 Lyman, David J. & Patricia
 602 Jeffers Circle, Suites 106
 Exton, PA 19341
 B (610)640-9533
 Fax (610)594-8911
 Chester and Delaware Counties
 Penn-Del

***** Pennsylvania *****

10298 3048
 Wayne and South Lackawanna Counties
 Pawlowski, Thomas A. & Melissa A. & Hilburn, P
 106 Shoemaker Street
 Dunmore, PA 18512
 B (570)344-2282
 Fax (570)344-2287

Penn-Del

***** Pennsylvania *****

10450 3048
 Southern Butler County
 Kandravy, Peter & Meredith
 127 E. Beaver Street
 Zelienople, PA 16063
 B (724)473-0745
 Fax (724)473-0749

Penn-Del

***** Pennsylvania *****

9580 3048
 Spring Garden/Fairmount
 Alston, Reginald & Christina
 P.O. Box 37214
 Philadelphia, PA 19148
 B (215)791-2302
 Fax (856)227-1181

Penn-Del

***** Pennsylvania *****

9301 3048
 Upper Bucks
 McGrory, Michael & McCabe, Sean
 P.O. Box 56
 Perkasio, PA 18944
 B (215)536-7989
 Fax (610)397-1556

Penn-Del

***** Pennsylvania *****

5715 2273 3048
 West Chester
 Quinn, Rich & Quinn, Blake
 20 Hagerty Blvd. Ste 4
 West Chester, PA 19382
 B (610)692-8884
 Fax (610)918-7434
 Chester and Delaware Counties
 Penn-Del

***** Pennsylvania *****

9514 2273 3048
 Southern Delaware County
 Jones, Deena & Kevin J.
 35 Lacrue Ave, Ste 5
 Glen Mills, PA 19342
 B (484)841-6669
 Fax (484)841-6671
 Chester and Delaware Counties
 Penn-Del

***** Pennsylvania *****

9666 3048
 State College/Bellefonte
 Martin, Ryan & Nunan, Shannon
 P.O. Box 123
 State College, PA 16804
 B (814)308-8268
 Fax (814)308-8273

Penn-Del

***** Pennsylvania *****

8452 2273 3048 CM 9086
 Upper Darby
 Massey, Richard
 301 Carson Drive
 Bear, DE 19701
 B (610)352-0700
 Fax (302)392-6100
 Chester and Delaware Counties
 Penn-Del

***** Pennsylvania *****

10281 3048
 West Hills
 McSorley, Douglas & Holliday, Jeff
 1331 Fifth Avenue
 Coraopolis, PA 15108
 B (412)299-5520
 Fax (412)299-5501

Penn-Del

***** Pennsylvania *****

5578 3048
West York/Hanover
Bogden, John & Anne
1085 Mill Creek Road
York, PA 17404
B (717)764-0811
Fax (801)858-9200

Penn-Del

***** Pennsylvania *****

8355 3048 CM 9358
Whitehall
Davis, Dawn & Stephen
860 N Kiowa St.
Allentown, PA 18109
B (610)435-9690
Fax (610)559-9445

Penn-Del

***** Pennsylvania *****

9914 3048
Wyomissing
Bruni, Peter
1230 Lancaster Avenue, REAR
Reading, PA 19607
B (610)208-0300
Fax (610)482-9425

Penn-Del

***** Rhode Island *****

8557 2253 3072 CM 8559
Northern Rhode Island
McKendall, Tina & Donald
P.O. Box 17344
Smithfield, RI 2917--4128
B (401)949-9955
Fax (401)471-6433
Rhode Island
Southern New England and New York

***** Pennsylvania *****

10454 3048 CM 1045
Western Lancaster County
Sharma, Shruti & Vazirani, Jagdish
30 W. Sunhill Road
Manheim, PA 17545
B (717)665-1270
Fax (717)665-1278

Penn-Del

***** Pennsylvania *****

8248 3048 CM 8893
Whitemarsh/Cheltenham
DiPrinzio, Andreo
1636 Berks Road
Norristown, PA 19403
B (610)834-5405
Fax (610)539-8149

Penn-Del

***** Rhode Island *****

8459 2253 3072 CM 5581
Cranston
Mattos, Frank
1193 Broad St.
Providence, RI 02905
B (401)467-4503
Fax (401)941-5229
Rhode Island
Southern New England and New York

***** Rhode Island *****

5581 2253 3072
Providence
Mattos, Frank
1193 Broad St.
Providence, RI 02905
B (401)941-5500
Fax (401)941-5229
Rhode Island
Southern New England and New York

***** Pennsylvania *****

5959 3048
Western Lehigh County
Ambrosino, Peter & Matz, Terrie
1506 S. Albert St.
Allentown, PA 18103
B (610)776-7774
Fax (610)797-1403

Penn-Del

***** Pennsylvania *****

10431 3048 CM 1043
Williamsport/Montoursville
Kimble, Benjamin L. & Kimble, Gerald L.
2890 Lycoming Mall Drive
Muncy, PA 17756
B (570)546-3500
Fax (570)546-2835

Penn-Del

***** Rhode Island *****

5579 2253 3072 CM 5581
East Greenwich/Warwick
Mattos, Frank
1193 Broad St.
Providence, RI 02905
B (401)737-0602
Fax (401)941-5229
Rhode Island
Southern New England and New York

***** Rhode Island *****

9563 2253 3072
Washington County
Luzzi, Dion
67 Tom Harvey Road
Westerly, RI 02891
B (401)315-2337
Fax (401)315-2010
Rhode Island
Southern New England and New York

***** Pennsylvania *****

9827 3048
Wexford
Lemke, Doug
5887 Heckert Road
Bakerstown, PA 15007
B (724)933-7875
Fax (724)933-7876

Penn-Del

***** Pennsylvania *****

10509 3048
Wyoming County/Kingston Township
Lazo, John S.
51 Stoney Lane
Mountain Top, PA 18707
B
Fax

Penn-Del

***** Rhode Island *****

10036 2253 3072
Newport & Bristol Counties
Luzzi, Dion
67 Tom Harvey Road
Westerly, RI 02891
B (401)847-8145
Fax (401)315-2010
Rhode Island
Southern New England and New York

***** South Carolina *****

10243 2271 3077
Aiken
Brown, William T.
4354 Whiskey Road
Aiken, SC 29803
B (803)648-3936
Fax (803)642-0430
Western South Carolina
The Carolinas

***** South Carolina ***** ***** South Carolina ***** ***** South Carolina ***** ***** South Carolina *****

8255 2271 3077
Anderson
Burton, David & Jean & Burton, Russell
P.O. Box 5614
Anderson, SC 29623
B (864)224-0285
Fax (864)224-0514
Western South Carolina
The Carolinas

8229 2804 3077
Beaufort County
Neumann, Justin & Karen
22 Scott Way
Bluffton, SC 29910
B (843)815-6923
Fax (843)815-6924
Eastern South Carolina
The Carolinas

10307 2804 3077
Cayce/West Columbia
Williams, Tia N. & Williams, Taylor M.
1831 Pine Street
West Columbia, SC 29170
B (803)755-9774
Fax (803)755-0072
Eastern South Carolina
The Carolinas

9957 2271 3077
Cherokee, Chester, Fairfield & Union Counties
Dickson, Heath C.
P.O. Box 476
Chester, SC 29706
B (803)581-1570
Fax (803)581-1571
Western South Carolina
The Carolinas

***** South Carolina ***** ***** South Carolina ***** ***** South Carolina ***** ***** South Carolina *****

5325 2804 3077
Darlington
Hoover, Phyllis & Hoover, Jamie
2141 Harry Byrd Highway
Darlington, SC 29532
B (843)665-0032
Fax (843)665-1011
Eastern South Carolina
The Carolinas

9968 2804 3077
Downtown Charleston/Mt. Pleasant
Smith, Debby & Kevin M.
1032 Legrand Blvd, Unit D
Charleston, SC 29492
B (843)577-2470
Fax (843)849-2546
Eastern South Carolina
The Carolinas

9744 2271 3077
East Greenville County
McGarity, Buck & Ginger
P.O. Box 925
Greer, SC 29652
B (864)292-3495
Fax (864)968-9619
Western South Carolina
The Carolinas

5605 2804 3077 CM 5606
East Horry County
Roehl, William & Lutricia
P.O. Box 7563
Myrtle Beach, SC 29572
B (843)236-6278
Fax (843)236-6380
Eastern South Carolina
The Carolinas

***** South Carolina ***** ***** South Carolina ***** ***** South Carolina ***** ***** South Carolina *****

1478 2804 3077 CM 5325
Florence County
Hoover, Phyllis & Hoover, Jr., John
2600 Pisgah Road
Florence, SC 29501
B (843)665-4949
Fax (843)665-1011
Eastern South Carolina
The Carolinas

5606 2804 3077
Georgetown & West Horry Counties
Roehl, William & Lutricia
P.O. Box 7563
Myrtle Beach, SC 29572
B (843)436-2121
Fax (843)236-6380
Eastern South Carolina
The Carolinas

9378 2804 3077
Greater Northern Charleston
Ferm, Brandon & Bisig, Elizabeth
7327 Pepperdam Avenue
North Charleston, SC 29418
B (843)552-1226
Fax (843)552-1225
Eastern South Carolina
The Carolinas

8665 2271 3077
Greenwood, Abbeville & McCormick Counties
Burch, Barron & Lisa
P.O. Box 49155
Greenwood, SC 29649
B (864)229-6610
Fax (864)229-4871
Western South Carolina
The Carolinas

***** South Carolina ***** ***** South Carolina ***** ***** South Carolina ***** ***** South Carolina *****

9863 2804 3077
Kershaw and Lancaster Counties
Plemons, James & Crystal
P.O. Box 634
Kershaw, SC 29067-0634
B (803)475-7500
Fax (803)475-7501
Eastern South Carolina
The Carolinas

10306 2804 3077
Lexington
Williams, Tia N. & Williams, Taylor M.
1831 Pine Street
West Columbia, SC 29170
B (803)955-0342
Fax (803)755-0072
Eastern South Carolina
The Carolinas

9980 2271 3077
Newberry and Laurens Counties
Kitchens, Jr., Mintford L. & Kitchens, Kimberly A.
P.O. Box 114
Newberry, SC 29108
B (803)276-0290
Fax (803)405-1662
Western South Carolina
The Carolinas

10075 2271 3077 CM 1007
North Spartanburg County
Wolfe, Bridget & E. F. Jr
4425 N. Blackstock Road
Spartanburg, SC 29303
B (864)576-2430
Fax (864)576-8500
Western South Carolina
The Carolinas

***** South Carolina ***** ***** South Carolina ***** ***** South Carolina ***** ***** South Carolina *****

10069 2271 3077
Northeast Greenville County
Pittman, James & Holden, Carl
1317 Cedar Lane Road
Greenville, SC 29617
B (864)292-6399
Fax (864)246-7787
Western South Carolina
The Carolinas

10257 2804 3077
Orangeburg
Culler, Gregory Joshua
P.O. Box 487
Orangeburg, SC 29115
B (803)536-1285
Fax (803)535-4100
Eastern South Carolina
The Carolinas

8770 2271 3077
Pickens County
Smith, Jeff & Charlotte
P.O. Box 807
Easley, SC 29641
B (864)855-3993
Fax (864)855-8737
Western South Carolina
The Carolinas

5687 2804 3077
Richland County
Hinson, William L. & Nancy B.
270 Rabon Road
Columbia, SC 29223
B (803)419-0470
Fax (803)736-5227
Eastern South Carolina
The Carolinas

***** South Carolina ***** ***** South Carolina ***** ***** South Carolina ***** ***** South Carolina *****

9689 2271 3077
Rock Hill & York County
Lindsey, Jeffrey & Peggy & DeJute, Jason & Hea
2764 Pleasant Road #11206
Fort Mill, SC 29708-7299
B (803)324-5780
Fax (803)324-5299
Western South Carolina
The Carolinas

9976 2804 3077
South & West Charleston
Baker, Estate of I. Wilson & A. Dawn
95 Brigade Street
Charleston, SC 29403
B (843)308-0178
Fax (843)576-4404
Eastern South Carolina
The Carolinas

9558 2271 3077
South Greenville County
Smith, Jeff & Charlotte
P.O. Box 807
Easley, SC 29640
B (864)292-3137
Fax (864)855-8737
Western South Carolina
The Carolinas

10076 2271 3077
South Spartanburg County
Wolfe, Bridget & E. F. Jr
4425 N. Blackstock Road
Spartanburg, SC 29303
B (864)576-7499
Fax (864)576-8500
Western South Carolina
The Carolinas

***** South Carolina ***** ***** South Carolina ***** ***** South Carolina ***** ***** South Dakota *****

1196 2804 3077
Summerville
Smith, Reggie & Debra
402 Old Trolley Rd. Suite 117
Summerville, SC 29485
B (843)871-6413
Fax (843)875-2583
Eastern South Carolina
The Carolinas

9386 2804 3077
Sumter
Prushan, Lee & Angela
171 Myrtle Beach Hwy
Sumter, SC 29153
B (803)773-4331
Fax (803)778-0211
Eastern South Carolina
The Carolinas

8432 2804 3077
The Dutch Fork
Cromer, Christopher & Monica
P.O. Box 67
Peak, SC 29122
B (803)749-0178
Fax (803)345-9279
Eastern South Carolina
The Carolinas

10340 2920 3951
West Sioux Falls
Birger, Adam T. & Jessica M.
27063 Sunset Blvd. Suite 105
Sioux Falls, SD 57106
B (605)213-3303
Fax (605)213-3305
N. Dakota/S. Dakota Trainership
FT Supervisor

***** Tennessee *****

8350 2911 3936
Bartlett/Cordova
Barnett, Sr., Ronald E. & Barnett, Jr., Ronald E.
P.O. Box 4033
Cordova, TN 38088-4033
B (901)382-0900
Fax (901)382-0282
Tennessee West Trainership
FT Supervisor

***** Tennessee *****

10164 2910 3936
Bedford, Lincoln, Marshall & Moore Counties
Black, Aaron T. & Harvey, Chadwick F.
501 N. Main St.
Shelbyville, TN 37160
B (931)684-9467
Fax (931)536-1335
Tennessee Central Trainership
FT Supervisor

***** Tennessee *****

9423 2910 3936
Belle Meade/West Nashville
Dixon, Robert M. & Dixon, Jessica L.
P.O. Box 90206
Nashville, TN 37209
B (615)242-9391
Fax (615)350-6585
Tennessee Central Trainership
FT Supervisor

***** Tennessee *****

9247 2932 3936
Bradley County
Brown, Patricia & Steven
P.O. Box 1567
Hixson, TN 37343
B (423)614-5552
Fax (423)332-9877
Tennessee Southeast Trainership
FT Supervisor

***** Tennessee *****

9589 2949 3908
Campbell, Claiborne, Scott, and Union Counties
Williams, II, James J. & Williams, Dania M.
255 Stone Mill Road
Jacksboro, TN 37757
B (423)562-7378
Fax (423)562-6323
Eastern Tennessee Trainership
FT Supervisor

***** Tennessee *****

9292 2910 3936
Coffee/Franklin/Warren Counties
Walter, Gene & Chandler, Rose
P.O. Box 1431
Manchester, TN 37349
B (931)723-8088
Fax (931)723-8077
Tennessee Central Trainership
FT Supervisor

***** Tennessee *****

9459 2911 3936 CM 8350
East Memphis
Barnett, Sr., Ronald E. & Barnett, Jr., Ronald E.
P.O. Box 4033
Cordova, TN 38088-4033
B (901)754-9061
Fax (901)382-0282
Tennessee West Trainership
FT Supervisor

***** Tennessee *****

9882 2910 3936 CM 1038
Hermitage/Donelson
Wesley, Timothy J. & Natasha
911 Twin Elms Court
Nashville, TN 37210
B (615)885-3906
Fax (615)866-9282
Tennessee Central Trainership
FT Supervisor

***** Tennessee *****

5644 2949 3908 CM 9508
Cedar Bluff
Hart, James A. & Julia A.
8609 Ball Camp Pike
Knoxville, TN 37931
B (865)691-3253
Fax (865)690-4975
Eastern Tennessee Trainership
FT Supervisor

***** Tennessee *****

10351 2910 3936
Cookeville/Carthage/Smithville/Woodbury
Craighead, Phillip Lee
P.O. Box 49718
Cookeville, TN 38506
B (931)528-9292
Fax (931)526-9607
Tennessee Central Trainership
FT Supervisor

***** Tennessee *****

8764 2911 3936 CM 8350
Germantown/Collierville
Barnett, Sr., Ronald E. & Barnett, Jr., Ronald E.
P.O. Box 4033
Cordova, TN 38088-4033
B (901)755-3705
Fax (901)382-0282
Tennessee West Trainership
FT Supervisor

***** Tennessee *****

8462 2911 3936
Jackson/Crockett County
Caldwell, David
66 Miller Avenue
Jackson, TN 38305
B (731)423-9944
Fax (731)423-9092
Tennessee West Trainership
FT Supervisor

***** Tennessee *****

8267 2910 3936
Cheatham, Robertson and Dickson Counties
Pospisil, Bob & Lori
600 Sage Road N
White House, TN 37188-9141
B (615)672-1905
Fax (615)285-0590
Tennessee Central Trainership
FT Supervisor

***** Tennessee *****

5727 2911 3936 CM 8749
Dyersburg/Union City
Caldwell, David & Diane
104 E. Hwy 77
Newbern, TN 38059
B (731)627-6251
Fax (731)627-9411
Tennessee West Trainership
FT Supervisor

***** Tennessee *****

10398 2949 3908
Greene County
Bowles, John & Susan
3204 Hanover Road
Johnson City, TN 37604
B (423)638-1104
Fax (423)952-2203
Eastern Tennessee Trainership
FT Supervisor

***** Tennessee *****

9586 2949 3908
Kingsport/Bristol
Swecker, Steven
1520 Bridgewater Lane
Kingsport, TN 37660
B (423)245-5552
Fax (423)247-4276
Eastern Tennessee Trainership
FT Supervisor

***** Tennessee *****

9972 2911 3936
Chester, Hardin, Henderson and McNairy Counti
Pendergrass, Glen & Debbie
542 N. Church Street
Henderson, TN 38340
B (731)983-0883
Fax (731)983-0884
Tennessee West Trainership
FT Supervisor

***** Tennessee *****

9594 2932 3936
East Chattanooga
Cuthbertson, Jeffrey & Jessica
P.O. Box 5727
Chattanooga, TN 37406
B (423)326-1406
Fax (423)326-1407
Tennessee Southeast Trainership
FT Supervisor

***** Tennessee *****

10188 2949 3908
Hamblen County
McMillon, Allan & Pamela
P.O. Box 1094
Talbot, TN 37877
B (423)318-6733
Fax (865)429-4570
Eastern Tennessee Trainership
FT Supervisor

***** Tennessee *****

10014 2910 3936
LBL South
Albright, William & Gallimore, Stephen D. & Mary
402 E. Wood Street
Paris, TN 38242
B (731)642-1284
Fax (731)407-7205
Tennessee Central Trainership
FT Supervisor

***** Tennessee *****

9890 2949 3908
 Loudon & Roane Counties
 Bond, IV, James W.
 875 Hwy 321 N, Ste 600-201
 Lenoir City, TN 37771
 B (865)986-3015
 Fax (865)317-1194
 Eastern Tennessee Trainership
 FT Supervisor

***** Tennessee *****

9538 2932 3936
 McMinn, Monroe and Polk Counties
 Fowler, John Carey & Mary Danielle
 411 N. Congress Parkway
 Athens, TN 37303
 B (423)745-4165
 Fax (423)745-4195
 Tennessee Southeast Trainership
 FT Supervisor

***** Tennessee *****

8802 2949 3908
 North Knoxville
 Sexton, Dianna
 2100 E. Raccoon Valley Rd
 Heiskell, TN 37754
 B (865)947-9992
 Fax (865)947-9994
 Eastern Tennessee Trainership
 FT Supervisor

***** Tennessee *****

9669 2949 3908
 Rocky Hill/Sequoyah Hills/South Knoxville
 Greenway, John A. & Kristina L.
 2444 Sutherland Avenue
 Knoxville, TN 37919
 B (865)862-8907
 Fax (865)862-8909
 Eastern Tennessee Trainership
 FT Supervisor

***** Tennessee *****

5920 2910 3936 CM 8420
 Madison/Goodlettsville
 Shelley, Rick & Carol
 813 Madison Industrial Rd.
 Madison, TN 37115
 B (615)868-5324
 Fax (615)865-7902
 Tennessee Central Trainership
 FT Supervisor

***** Tennessee *****

10492 2911 3936
 Midtown Memphis
 Clark, Jeffrey Allen
 2766 Broad Avenue
 Memphis, TN 38112
 B (901)454-4975
 Fax (901)454-4999
 Tennessee West Trainership
 FT Supervisor

***** Tennessee *****

9881 2910 3936 CM 1038
 Northwest Davidson County
 Wesley, Timothy J. & Natasha
 911 Twin Elms Court, Suite 200
 Nashville, TN 37210
 B (615)876-9551
 Fax (615)866-9282
 Tennessee Central Trainership
 FT Supervisor

***** Tennessee *****

5793 2910 3936 CM 8419
 Rutherford County
 Walker, Roy & Rhonda
 105 W. Main Street
 Watertown, TN 37184
 B (615)849-9794
 Fax (615)237-3075
 Tennessee Central Trainership
 FT Supervisor

***** Tennessee *****

5977 2949 3908 CM 9508
 Maryville/Alcoa
 Hart, James A. & Julia A.
 8609 Ball Camp Pike
 Knoxville, TN 37931
 B (865)982-2332
 Fax (865)690-4975
 Eastern Tennessee Trainership
 FT Supervisor

***** Tennessee *****

10013 2910 3936
 Montgomery County
 Nicholson, Thomas Brent
 810 Crossland Avenue
 Clarksville, TN 37040
 B (931)645-1285
 Fax (931)920-6687
 Tennessee Central Trainership
 FT Supervisor

***** Tennessee *****

9507 2949 3908 CM 9508
 Oak Ridge
 Hart, James A. & Julia A.
 8609 Ball Camp Pike
 Knoxville, TN 37931
 B (865)483-3911
 Fax (865)690-4975
 Eastern Tennessee Trainership
 FT Supervisor

***** Tennessee *****

8755 2949 3908
 Sevier, Jefferson & Cocke Counties
 McMillon, Allan & Pamela
 P.O. Box 963
 Kodak, TN 37764
 B (865)429-8885
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 Eastern Tennessee Trainership
 FT Supervisor

***** Tennessee *****

10384 2910 3936
 Maury/Giles Counties
 Wesley, Timothy J. & Natasha
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 Tennessee Central Trainership
 FT Supervisor

***** Tennessee *****

10141 2932 3936
 North Chattanooga
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 Tennessee Southeast Trainership
 FT Supervisor

***** Tennessee *****

8419 2910 3936
 Percy Priest/Hickory Hollow
 Walker, Roy & Rhonda
 105 W. Main Street
 Watertown, TN 37184
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 Fax (615)237-3075
 Tennessee Central Trainership
 FT Supervisor

***** Tennessee *****

9915 2932 3936
 South Chattanooga
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 Tennessee Southeast Trainership
 FT Supervisor

***** Tennessee *****

8420 2910 3936
 South Nashville
 Shelley, Rick & Carol
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 Madison, TN 37115
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 Tennessee Central Trainership
 FT Supervisor

***** Tennessee *****

8749 2911 3936
 Weakley, Gibson, Carroll Counties
 Caldwell, David & Diane
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 Newbern, TN 38059
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 Tennessee West Trainership
 FT Supervisor

***** Texas *****

9522 3067
 Abilene
 Densman, Clifford & Wendy
 4573 FM 18
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Northwest Texas

***** Texas *****

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 Bear Creek
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 East Texas
 Servpro Central Headquarters

***** Tennessee *****

8688 2911 3936 CM 8350
 Southeast Memphis
 Barnett, Sr., Ronald E. & Barnett, Jr., Ronald E.
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 Cordova, TN 38088-4033
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 Tennessee West Trainership
 FT Supervisor

***** Tennessee *****

9508 2949 3908
 West Knoxville/Concord
 Hart, James A. & Julia A.
 8609 Ball Camp Pike
 Knoxville, TN 37931
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 Eastern Tennessee Trainership
 FT Supervisor

***** Texas *****

9861 3082
 Alamo Ranch
 Galligan, Thomas & Galligan, Michael
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South Texas

***** Texas *****

10520 2209 3000
 Beaumont
 Callahan, II, William A. & Bell, Lucas B.
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 East Texas
 Servpro Central Headquarters

***** Tennessee *****

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 Sumner County
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 Tennessee Central Trainership
 FT Supervisor

***** Tennessee *****

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 Williamson County
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 Tennessee Central Trainership
 FT Supervisor

***** Texas *****

9527 2209 3000
 Athens/Mineola/Palestine
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 Bullard, TX 75757
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 East Texas
 Servpro Central Headquarters

***** Texas *****

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 East Texas
 Servpro Central Headquarters

***** Tennessee *****

10183 2949 3908
 Washington County
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 Eastern Tennessee Trainership
 FT Supervisor

***** Tennessee *****

8951 2910 3936
 Wilson County
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 Tennessee Central Trainership
 FT Supervisor

***** Texas *****

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 East Texas
 Servpro Central Headquarters

***** Texas *****

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 Northwest Texas

***** Texas *****

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South Texas

***** Texas *****

10518 2209 3000
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 East Texas
 Servpro Central Headquarters

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South Texas

***** Texas *****

8864 3067
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Northwest Texas

***** Texas *****

8662 2209 3000 CM 9059
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 East Texas
 Servpro Central Headquarters

***** Texas *****

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 Corpus Christi East
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South Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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 East Texas
 Servpro Central Headquarters

***** Texas *****

8453 3067 CM 8454
 Carrollton
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Northwest Texas

***** Texas *****

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 Crowley & South Johnson County
 Yates, Cindy & Cecil & Yates, Cody
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Northwest Texas

***** Texas *****

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South Texas

***** Texas *****

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 East Texas
 Servpro Central Headquarters

***** Texas *****

8261 2209 3000 CM 8742
 Champions/1960
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 East Texas
 Servpro Central Headquarters

***** Texas *****

1817 3067
 Duncanville/DeSoto
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Northwest Texas

***** Texas *****

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Northwest Texas

***** Texas *****

9359 3082
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South Texas

***** Texas *****

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Northwest Texas

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South Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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Northwest Texas

***** Texas *****

9733 2209 3000 CM 9734
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East Texas
Servpro Central Headquarters

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Northwest Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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South Texas

***** Texas *****

9221 3067 CM 9222
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Northwest Texas

***** Texas *****

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East Texas
Servpro Central Headquarters

***** Texas *****

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South Texas

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East Texas
Servpro Central Headquarters

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East Texas
Servpro Central Headquarters

***** Texas *****

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East Texas
Servpro Central Headquarters

***** Texas *****

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Northwest Texas

***** Texas *****

9498 3067
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Northwest Texas

***** Texas *****

9818 3082
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South Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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McAllen
Doniz, Juan & Gabriela
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South Texas

***** Texas *****

9793 3082
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South Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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Northwest Texas

***** Texas *****

5478 3067 CM 8454
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Northwest Texas

***** Texas *****

5875 3067 CM 8548
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Northwest Texas

***** Texas *****

5379 3067 CM 9338
North Irving
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Northwest Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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Northwest Texas

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8109 3082
North Austin/SW Williamson County
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South Texas

***** Texas *****

10203 3082
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South Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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South Texas

***** Texas *****

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South Texas

***** Texas *****

9037 3067
Parker & Northeast Hood Counties
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Northwest Texas

***** Texas *****

8343 3067 CM 9338
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Dallas, TX 75247
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Northwest Texas

***** Texas *****

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Northwest Texas

***** Texas *****

9927 2209 3000 CM 1052
Orange/Nederland/Lumberton
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East Texas
Servpro Central Headquarters

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South Texas

***** Texas *****

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Servpro Central Headquarters

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Northwest Texas

***** Texas *****

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East Texas
Servpro Central Headquarters

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Northwest Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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South Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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South Texas

***** Texas *****

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South Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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South Texas

***** Texas *****

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East Texas
Servpro Central Headquarters

***** Texas *****

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Northwest Texas

***** Texas *****

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Northwest Texas

***** Texas *****

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Servpro Central Headquarters

***** Texas *****

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Northwest Texas

***** Texas *****

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East Texas
Servpro Central Headquarters

***** Texas *****

9077 2209 3000
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Servpro Central Headquarters

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Northwest Texas

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***** Texas *****

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Northwest Texas

***** Texas *****

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East Texas
Servpro Central Headquarters

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South Texas

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South Texas

***** Texas *****

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South Texas

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Jennings, Lindsey & Matt
872 N. 2225 West Circle #B
Cedar City, UT 84721
B (435)251-9241
Fax
Southeast Nevada
Servpro Central Headquarters

***** Texas *****

10517 2209 3000
Town & Country
Meacham, Susan T.
2700 Greens Road #F300
Houston, TX 77032
B (281)486-4716
Fax (281)219-8181
East Texas
Servpro Central Headquarters

***** Texas *****

9164 3067
West Amarillo
Belew, Mark & Jana
1301 SW 8th Ave
Amarillo, TX 79101
B (806)331-4555
Fax (806)331-4556

Northwest Texas

***** Texas *****

9458 2209 3000
Westfield
Godwin, Gary
P.O. Box 73107
Houston, TX 77273
B (281)907-0018
Fax (281)907-0881
East Texas
Servpro Central Headquarters

***** Utah *****

8353 2105 3000 CM 8940
Holladay/Cottonwood
Mitchell, Chris & Helen
4555 S. Commerce Dr, Ste 500
Murray, UT 84107
B (801)263-9100
Fax (801)263-1993
Utah
Servpro Central Headquarters

***** Texas *****

8780 2209 3000 CM 9527
Tyler
Browning, Cindy & Lee
P.O. Box 994
Bullard, TX 75757
B (903)561-0168
Fax (903)597-0745
East Texas
Servpro Central Headquarters

***** Texas *****

8582 3082
West Austin/Lakeway
Blincoe, Robert & Donna & Blincoe, II, Robert M.
500 Brushy Creek Rd. Ste. 200
Cedar Park, TX 78613
B (512)261-4790
Fax (512)258-5842

South Texas

***** Texas *****

10303 3067
Wichita Falls
Ryan, Aaron A. & Kaycee R.
P.O. Box 9761
Wichita Falls, TX 76308
B (940)263-1550
Fax (940)687-7926

Northwest Texas

***** Utah *****

10173 2105 3000
Layton/Kaysville
Grimstead, Jeanene & Joshua S.
900 N. 400 West, #4
North Salt Lake, UT 84054
B (801)298-4272
Fax (801)296-0671
Utah
Servpro Central Headquarters

***** **Utah** *****

9895 2105 3000
NE Salt Lake City/Park City
Walker, Brent & Walker, Patrick
1120 S. Richards Street
Salt Lake City, UT 84101
B (801)462-2226
Fax (801)386-5545
Utah
Servpro Central Headquarters

***** **Utah** *****

10358 2105 3000
South Jordan/North Draper
Tatom, Bradley & Susan & Tatom, Kevin & Tato
3547 W. Norris View Lane, Unit B
West Jordan, UT 84088
B (801)572-2828
Fax (801)282-6986
Utah
Servpro Central Headquarters

***** **Vermont** *****

10221 2930 3950
Bennington & Rutland Counties
Praetorius, III, William A & Praetorius, Jr., Willia
P.O. Box 2167
Manchester Center, VT 05255
B (802)375-1500
Fax (802)375-1508
Vermont Trainership
FT Supervisor

***** **Virginia** *****

9844 2904 3950
Abingdon/Bristol/Marion
Buskell, Cathy B.
27074 Lee Highway
Abingdon, VA 24211
B (276)525-1910
Fax (276)525-1914
Virginia West
FT Supervisor

***** **Utah** *****

1742 2105 3000 CM 2105
North Utah County
Hamann, Thomas & Libbie
967 W. 240 N.
Lindon, UT 84042
B (801)785-5228
Fax (801)785-8867
Utah
Servpro Central Headquarters

***** **Utah** *****

9430 2259 3000
St. George
Tatom, Bradley & Susan & Tatom, Kevin & Tato
1136 E 200 S
St. George, UT 84790
B (435)656-9061
Fax (435)674-2353
Southeast Nevada
Servpro Central Headquarters

***** **Vermont** *****

10453 2930 3950
Burlington/Middlebury
Zwick, Chelsea L. & Shawn M.
75 Chad Lane, Unit 2
Williston, VT 05495
B (802)497-1101
Fax (802)497-1764
Vermont Trainership
FT Supervisor

***** **Virginia** *****

9150 2224 3000 CM 9465
Alexandria
Wise, Robert
11430 Ballsford Road
Manassas, VA 20109
B (703)739-2800
Fax (703)368-2966
Nova
Servpro Central Headquarters

***** **Utah** *****

10268 2105 3000
Ogden
Economou, Tony M. & Rich, David J.
2020 Painter Lane
West Haven, UT 84401
B (801)731-8300
Fax (801)731-8883
Utah
Servpro Central Headquarters

***** **Utah** *****

9945 2105 3000 CM 1035
West Jordan
Tatom, Bradley & Susan & Tatom, Kevin & Tato
3547 W Norris View Unit B
West Jordan, UT 84088
B (801)282-6366
Fax (801)282-6986
Utah
Servpro Central Headquarters

***** **Vermont** *****

10428 2930 3950
Windham & Windsor Counties
Paul, Richard A. & Susan M. & Paul, Derek A. &
140 Old Route 12E
Westmoreland, NH 03467
B (802)674-8004
Fax (603)352-0806
Vermont Trainership
FT Supervisor

***** **Virginia** *****

9442 2224 3000 CM 9959
Annandale-Falls Church
Truslow, William
4270 John Marr Dr. #844
Annandale, VA 22003
B (703)237-8800
Fax (703)342-4554
Nova
Servpro Central Headquarters

***** **Utah** *****

8940 2105 3000
Sandy
Mitchell, Chris & Helen
4555 S. Commerce Dr. Ste 500
Murray, UT 84107
B (801)501-9400
Fax (801)263-1993
Utah
Servpro Central Headquarters

***** **Utah** *****

9978 2105 3000
West Valley City
Johnson, Clark
2376 S. Redwood Rd
West Valley City, UT 84119
B (801)975-1305
Fax (801)886-3241
Utah
Servpro Central Headquarters

***** **Vermont** *****

9572 2930 3950
Winooski/Stowe
Fields, Jeffrey R. & Leslie A.
156 Acorn Ln, Unit 101
Colchester, VT 05446
B (802)655-7797
Fax (802)655-7795
Vermont Trainership
FT Supervisor

***** **Virginia** *****

10272 2224 3000
Burke-Clifton-Fairfax Station
Dickinson, Ronald & Wendy
14101 Parke Long Court, Suite K
Chantilly, VA 20151
B (703)250-6300
Fax (703)657-2675
Nova
Servpro Central Headquarters

***** Virginia *****

10436 2969 3950
 Charlottesville
 Clarke, Earl & Edith
 1610-C Quail Run
 Charlottesville, VA 22911
 B (434)977-5850
 Fax (434)974-6850
 Central Virginia Trainership
 FT Supervisor

***** Virginia *****

10476 2224 3000
 Culpeper & Fauquier Counties
 Usman, Muhammad
 4224 Bragg Street
 The Plains, VA 20198
 B (540)423-6688
 Fax
 Nova
 Servpro Central Headquarters

***** Virginia *****

8323 2969 3950
 Fredericksburg
 Wenger, James D. & Wenger, Estate of Dwight
 11001-B Pierson Drive
 Fredericksburg, VA 22408
 B (540)373-7000
 Fax (540)373-7327
 Central Virginia Trainership
 FT Supervisor

***** Virginia *****

10314 2969 3950
 Henrico County
 Bahen, Theresa C. & Andrew M.
 12001 Deerhill Road
 Midlothian, VA 23112
 B (804)288-2525
 Fax (804)378-3290
 Central Virginia Trainership
 FT Supervisor

***** Virginia *****

8233 2210 3000 CM 8529
 Chesapeake North
 Alewine, Allen
 913 Business Park Drive
 Chesapeake, VA 23320
 B (757)465-9700
 Fax (757)523-1807
 Southeastern Virginia
 Servpro Central Headquarters

***** Virginia *****

9171 2224 3000
 Dale City/Lake Ridge
 Wenger, Barry & Colleen
 23 Perchwood Dr, Ste 105
 Fredericksburg, VA 22405
 B (703)583-8484
 Fax (703)583-2299
 Nova
 Servpro Central Headquarters

***** Virginia *****

8312 2210 3000 CM 8529
 Hampton North
 Alewine, Allen
 913 Business Park Drive
 Chesapeake, VA 23320
 B (757)825-9700
 Fax (757)523-1807
 Southeastern Virginia
 Servpro Central Headquarters

***** Virginia *****

10463 2210 3000
 Kempsville/Military Circle
 Simeone, Margaret & Robert B.
 P.O. Box 64003
 Virginia Beach, VA 23464
 B (757)479-4447
 Fax (757)233-1984
 Southeastern Virginia
 Servpro Central Headquarters

***** Virginia *****

8529 2210 3000
 Chesapeake South
 Alewine, Allen
 913 Business Park Drive
 Chesapeake, VA 23320
 B (757)523-9700
 Fax (757)523-1807
 Southeastern Virginia
 Servpro Central Headquarters

***** Virginia *****

9686 2224 3000
 Fair Oaks-Centreville-Chantilly
 Dickinson, Ronald & Wendy
 14101 Parke Long Ct, Ste K
 Chantilly, VA 20151
 B (703)830-5800
 Fax (703)657-2675
 Nova
 Servpro Central Headquarters

***** Virginia *****

8293 2969 3950
 Hanover, Goochland & Caroline
 Butler, David E. & McDowell, Alexis Paige
 306 Ashcake Rd, Ste H
 Ashland, VA 23005
 B (804)730-6788
 Fax (804)752-4878
 Central Virginia Trainership
 FT Supervisor

***** Virginia *****

10045 2224 3000
 Loudoun County
 Patel, Kalpesh
 25387 Pleasant Valley Rd, Unit 160
 South Riding, VA 20152
 B (703)450-4504
 Fax (703)339-8822
 Nova
 Servpro Central Headquarters

***** Virginia *****

5248 2969 3950 CM 1031
 Chesterfield
 Bahen, Theresa C. & Andrew M.
 12001 Deerhill Road
 Midlothian, VA 23112
 B (804)378-2323
 Fax (804)378-3290
 Central Virginia Trainership
 FT Supervisor

***** Virginia *****

10046 2224 3000 CM 1047
 Fairfax/Vienna/Oakton
 Patel, Kalpesh
 344 Maple Avenue West, Unit 188
 Vienna, VA 22180
 B (703)281-2388
 Fax (703)339-8822
 Nova
 Servpro Central Headquarters

***** Virginia *****

10227 2250 3000
 Harrisonburg/Rockingham County
 Delaney, Wanda & Michael
 431 Pleasant Valley Road
 Harrisonburg, VA 22801
 B (540)433-6100
 Fax (540)433-6855
 Shenandoah Valley/Harrisonburg
 Servpro Central Headquarters

***** Virginia *****

8645 2904 3950
 Lynchburg/Bedford & Campbell Counties
 Clarke, Earl & Edith
 P.O. Box 15124
 Lynchburg, VA 24502
 B (434)525-9559
 Fax (434)525-9558
 Virginia West
 FT Supervisor

***** Virginia *****

5729 2904 3950
Martinsville & Henry County
Winn, William D. & Wanda
P.O. Box 5001
Martinsville, VA 24115
B (276)632-7276
Fax (276)632-5295
Virginia West
FT Supervisor

***** Virginia *****

10392 2210 3000
Newport News
Gilbert, Janet L. & Gilbert III, Carroll H. & Brooks,
P.O. Box 102587
Newport News, VA 23612
B (757)244-8467
Fax (757)249-0544
Southeastern Virginia
Servpro Central Headquarters

***** Virginia *****

9701 2904 3950
North Roanoke County
Mongan, Lisa R. & William Quinn
615 Mt. Vernon Avenue
Salem, VA 24153
B (540)375-8985
Fax (540)389-3753
Virginia West
FT Supervisor

***** Virginia *****

10313 2969 3950 CM 1031
Richmond
Bahen, Theresa C. & Andrew M.
12001 Deerhill Road
Midlothian, VA 23112
B (804)740-6151
Fax (804)378-3290
Central Virginia Trainership
FT Supervisor

***** Virginia *****

9441 2224 3000 CM 9959
McLean
Truslow, William
4720 John Marr Dr. #844
Annandale, VA 22003
B (703)448-8444
Fax (703)342-4554
Nova
Servpro Central Headquarters

***** Virginia *****

10449 2210 3000
Norfolk West
Toups, James
3530 Airline Boulevard
Portsmouth, VA 23701
B (757)625-1245
Fax (757)473-0392
Southeastern Virginia
Servpro Central Headquarters

***** Virginia *****

2725 2210 3000 CM 2210
Oceana/Damneck
Simeone, Robert B. & Margaret
2633 Production Road
Virginia Beach, VA 23454
B (757)424-1400
Fax (757)431-1516
Southeastern Virginia
Servpro Central Headquarters

***** Virginia *****

10052 2224 3000
Rose Hill/Huntington/Fort Hunt
Jacobson, Paul E.
5810 Kingstowne Center Dr.
Alexandria, VA 22315
B (703)567-4599
Fax (703)567-4604
Nova
Servpro Central Headquarters

***** Virginia *****

8787 2904 3950 CM 9701
Montgomery & Pulaski Counties
Mongan, Lisa R. & William Quinn
615 Mt. Vernon Avenue
Salem, VA 24153
B (540)731-3080
Fax (540)389-3753
Virginia West
FT Supervisor

***** Virginia *****

10044 2224 3000
North Arlington
Patel, Kalpesh
4201 Wilson Boulevard, Unit 110-222
Arlington, VA 22203
B (703)243-6666
Fax (703)339-8822
Nova
Servpro Central Headquarters

***** Virginia *****

10024 2210 3000 CM 1044
Portsmouth
Toups, James
3530 Airline Blvd
Portsmouth, VA 23701
B (757)397-3770
Fax (757)473-0392
Southeastern Virginia
Servpro Central Headquarters

***** Virginia *****

9959 2224 3000
South Arlington
Truslow, William
4270 John Marr Dr. #844
Annandale, VA 22003
B (703)229-0260
Fax (703)342-4554
Nova
Servpro Central Headquarters

***** Virginia *****

8200 2969 3950 CM 8805
New Kent/Williamsburg/Northern Neck
Butler, David (Joey) & Nina
100 Roxbury Industrial Center
Charles City, VA 23030
B (804)966-1400
Fax (804)966-2494
Central Virginia Trainership
FT Supervisor

***** Virginia *****

8793 2224 3000 CM 9465
North Prince William County
Wise, Robert
11430 Balls Ford Road
Manassas, VA 20109
B (703)368-4399
Fax (703)368-2922
Nova
Servpro Central Headquarters

***** Virginia *****

10469 2224 3000
Reston/Herndon
Smith, Victor Aaron & Kathleen Hopkins
P.O. Box 5302
Springfield, VA 22150
B (703)471-6040
Fax (703)644-0621
Nova
Servpro Central Headquarters

***** Virginia *****

8519 2904 3950 CM 9701
South Roanoke County
Mongan, Lisa R. & William Quinn
615 Mt. Vernon Avenue
Salem, VA 24153
B (540)389-5818
Fax (540)389-3753
Virginia West
FT Supervisor

***** Virginia *****

9856 2224 3000 CM 1046
 Springfield/Mt. Vernon
 Smith, Victor Aaron & Kathleen Hopkins
 P.O. Box 5302
 Springfield, VA 22150
 B (703)644-0620
 Fax (703)644-0621
 Nova
 Servpro Central Headquarters

***** Virginia *****

10473 2224 3000
 West Springfield/Newington
 Patel, Kalpesh
 344 Maple Avenue West, Unit 188
 Vienna, VA 22180
 B (703)440-4071
 Fax (703)339-8822
 Nova
 Servpro Central Headquarters

***** Washington *****

5805 2966 3940 CM 9142
 Auburn/Enumclaw
 Friermuth, Kevin Douglas
 14224 Pioneer Way E
 Puyallup, WA 98372
 B (253)735-2919
 Fax (253)445-9534
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9925 2967 3940
 Chelan and Douglas Counties
 Krotzer, Joseph & Lisa
 2119 N Duncan Rd. Ste B2
 Wenatchee, WA 98801
 B (509)888-2220
 Fax (509)888-2206
 Washington State East Trainership
 FT Supervisor

***** Virginia *****

8991 2210 3000
 Suffolk/Smithfield/Franklin
 Hardison, Joey & Tammy
 5660 Shoulders Hill Road
 Suffolk, VA 23435
 B (757)934-8404
 Fax (757)934-8403
 Southeastern Virginia
 Servpro Central Headquarters

***** Virginia *****

9465 2250 3000
 Winchester
 Wise, Robert
 11430 Ballsford Road
 Manassas, VA 20109
 B (540)665-0575
 Fax (703)368-2966
 Shenandoah Valley/Harrisonburg
 Servpro Central Headquarters

***** Washington *****

10219 2967 3940
 Bellevue West
 Weaver, Leslie Lemm
 P.O. Box 114
 Bellevue, WA 98009-0114
 B (425)454-3900
 Fax (425)361-1074
 Washington State East Trainership
 FT Supervisor

***** Washington *****

10166 2966 3940
 Clallam and Jefferson County
 Gonzalez, Sr., Claudio & Gonzalez, Dorothy
 190 Center Park Way
 Sequim, WA 98382
 B (360)683-0773
 Fax (360)683-8572
 Washington State West Trainership
 FT Supervisor

***** Virginia *****

8510 2969 3950 CM 1031
 Tri-Cities Plus
 Bahen, Theresa C. & Andrew M.
 12001 Deerhill Road
 Midlothian, VA 23112
 B (804)458-7290
 Fax (804)378-3290
 Central Virginia Trainership
 FT Supervisor

***** Virginia *****

9447 2224 3000
 Woodbridge/Lorton
 Wenger, Barry & Colleen
 4222 Fortuna Center Plaza #160
 Dumfries, VA 22025
 B (703)494-7100
 Fax (703)583-2299
 Nova
 Servpro Central Headquarters

***** Washington *****

5355 2967 3940
 Bellingham
 Bates, Dean & Jeri M.
 P.O. Box 28695
 Bellingham, WA 98228
 B (360)733-1800
 Fax (360)380-0531
 Washington State East Trainership
 FT Supervisor

***** Washington *****

10210 2966 3940
 E. Vancouver/Clark Co.
 McGraw, Paul & Melinda
 P.O. Box 2526
 Vancouver, WA 98668
 B (360)254-0049
 Fax (360)993-4869
 Washington State West Trainership
 FT Supervisor

***** Virginia *****

8241 2210 3000 CM 2210
 Virginia Beach
 Simeone, Margaret & Robert B. & Johnson, Ann
 2633 Production Road
 Virginia Beach, VA 23454
 B (757)431-1400
 Fax (757)431-1516
 Southeastern Virginia
 Servpro Central Headquarters

***** Virginia *****

8805 2210 3000
 York/James City County/Poquoson
 Butler, David (Joey) & Nina
 100 Roxbury Industrial Center
 Charles City, VA 23030
 B (757)229-3442
 Fax (804)966-2494
 Southeastern Virginia
 Servpro Central Headquarters

***** Washington *****

9573 2966 3940 CM 1022
 Central Seattle
 McDonald, Kirk L. & McDonald, Dean
 8320 S. 208th St, Ste H101
 Kent, WA 98032
 B (206)282-9500
 Fax (253)277-7615
 Washington State West Trainership
 FT Supervisor

***** Washington *****

10319 2967 3940 CM 1032
 East Bellevue
 Coleman, Dale W. & Mardee
 2700 Lind Avenue, SW, Suite 200
 Renton, WA 98057
 B (425)643-1200
 Fax (425)643-1200
 Washington State East Trainership
 FT Supervisor

***** Washington *****

9846 2966 3940
 East Thurston County
 Cramer, Stacy & Glenn
 P.O. Box 1809
 Yelm, WA 98597
 B (360)350-4661
 Fax (360)350-4662
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9762 2966 3940
 Grays Harbor & Pacific Counties
 Winkle, Dean
 P.O. Box 708
 Aberdeen, WA 98520
 B (360)533-8667
 Fax (360)533-2209
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9623 2966 3940
 Kitsap County
 McCann, Terry W. & J'Nene M.
 P.O. Box 4957
 Bremerton, WA 98312
 B (360)373-1290
 Fax (360)373-1543
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9196 2966 3940
 Mason County
 Betcher, Carl & Jean & Betcher, Matthew
 P.O. Box 2238
 Gig Harbor, WA 98335
 B (360)427-9332
 Fax (253)858-2299
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9626 2967 3940
 Edmonds
 Weaver, Leslie Lemm
 19327 21st Ave W
 Lynnwood, WA 98036
 B (425)775-5723
 Fax (425)361-1074
 Washington State East Trainership
 FT Supervisor

***** Washington *****

10320 2967 3940
 Issaquah/North Bend
 Coleman, Dale W. & Mardee
 2700 Lind Avenue, SW, Suite 200
 Renton, WA 98057
 B (425)313-3100
 Fax (425)251-0402
 Washington State East Trainership
 FT Supervisor

***** Washington *****

9911 2966 3940
 Longview/Kelso
 Grady, Albert & Lacey
 1425 Alabama St, Ste M
 Longview, WA 98632
 B (360)703-3884
 Fax (360)353-3178
 Washington State West Trainership
 FT Supervisor

***** Washington *****

10230 2966 3940
 North Everett/Lake Stevens/Monroe
 Leavens, Paul & Amy
 1830 Bickford Ave, Ste 101
 Snohomish, WA 98290
 B (360)243-8313
 Fax (360)243-0525
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9233 2966 3940 CM 1022
 Federal Way
 McDonald, Kirk L. & McDonald, Dean
 8320 S. 208th St., Ste H101
 Kent, WA 98032
 B (253)838-8999
 Fax (253)277-7615
 Washington State West Trainership
 FT Supervisor

***** Washington *****

10225 2966 3940
 Kent
 McDonald, Kirk L. & McDonald, Dean
 8320 South 208th Street, H 101
 Kent, WA 98032
 B (253)850-1500
 Fax (253)277-7615
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9625 2967 3940 CM 9626
 Lynnwood
 Weaver, Leslie Lemm
 19327 21st Ave W
 Lynnwood, WA 98036
 B (425)774-1148
 Fax (425)361-1074
 Washington State East Trainership
 FT Supervisor

***** Washington *****

10125 2967 3940
 Northeast Spokane
 Maas, Jason
 P.O. Box 6232
 Spokane, WA 99217
 B (509)474-9144
 Fax (509)242-0187
 Washington State East Trainership
 FT Supervisor

***** Washington *****

9195 2966 3940 CM 9196
 Gig Harbor/North Tacoma
 Betcher, Carl & Jean & Betcher, Matthew
 P.O. Box 2238
 Gig Harbor, WA 98335
 B (253)851-6711
 Fax (253)858-2299
 Washington State West Trainership
 FT Supervisor

***** Washington *****

10239 2966 3940
 Kirkland
 Geiger, Kirk R. & Rebecca A.
 11834 NE 112th Street
 Kirkland, WA 98033
 B (425)820-0080
 Fax (425)820-0771
 Washington State West Trainership
 FT Supervisor

***** Washington *****

10397 2967 3940
 Marysville/Arlington
 Morgan, David W.
 333 North Hill Boulevard
 Burlington, WA 98223
 B (360)658-0506
 Fax (360)873-8773
 Washington State East Trainership
 FT Supervisor

***** Washington *****

10119 2967 3940
 Northwest Spokane
 Knight, Steve
 11 S. Fir Street
 Deer Park, WA 99006
 B (509)487-4700
 Fax (509)276-2581
 Washington State East Trainership
 FT Supervisor

***** Washington *****

1988 2966 3940
 Olympia
 Fitzgerald, Thomas & Karen
 P.O. Box 694
 Olympia, WA 98507-0694
 B (360)754-9689
 Fax (360)754-0374
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9746 2966 3940 CM 1022
 Seattle Northeast
 McDonald, Kirk L. & McDonald, Dean
 8320 S. 208th St, Ste H101
 Kent, WA 98021
 B (206)362-9295
 Fax (253)277-7615
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9111 2967 3940
 South & West Spokane County
 Johnson, Mark L. & Sharon E.
 421 N. Sycamore
 Spokane, WA 99202
 B (509)534-0566
 Fax (509)448-8106
 Washington State East Trainership
 FT Supervisor

***** Washington *****

5804 2967 3940
 The Spokane Valley
 Patton, Scott & Denise
 P.O. Box 769
 Liberty Lake, WA 99019
 B (509)926-6140
 Fax (509)443-4585
 Washington State East Trainership
 FT Supervisor

***** Washington *****

9142 2966 3940
 Puyallup/Sumner
 Friermuth, Kevin Douglas
 14224 Pioneer Way E
 Puyallup, WA 98372
 B (253)845-0773
 Fax (253)445-9534
 Washington State West Trainership
 FT Supervisor

***** Washington *****

10256 2966 3940
 Seattle Northwest
 Ells, Travis & York, Shannon & Sara
 7533 W. Bostian Road
 Woodinville, WA 98072
 B (206)789-2300
 Fax (425)482-1757
 Washington State West Trainership
 FT Supervisor

***** Washington *****

10237 2966 3940
 South Everett
 Leavens, Paul & Amy
 1830 Bickford Avenue., Suite 101
 Snohomish, WA 98290
 B (425)367-4484
 Fax (360)243-0525
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9180 2966 3940
 Tri Cities West
 Smith, David A. & Diana
 7500 W Yellowstone Ave.
 Kennewick, WA 99336
 B (509)943-9290
 Fax (509)737-1062
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9694 2967 3940
 Redmond
 Alling, Steven
 15036 NE 95th St, Ste C
 Redmond, WA 98052
 B (425)869-1111
 Fax (425)869-4444
 Washington State East Trainership
 FT Supervisor

***** Washington *****

10027 2966 3940
 Shoreline/Woodinville
 Ells, Travis & York, Shannon & Sara
 7533 W. Bostian Road
 Woodinville, WA 98072
 B (425)486-8383
 Fax (425)482-1757
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9588 2967 3940 CM 1032
 South/West Seattle
 Coleman, Dale W. & Mardee
 2700 Lind Ave SW, Suite 200
 Renton, WA 98057
 B (206)932-9033
 Fax (425)251-0402
 Washington State East Trainership
 FT Supervisor

***** Washington *****

10269 2966 3940
 University Place/Lakewood West
 Shaw, Lloyd & Jennifer
 P.O. Box 1173
 Tacoma, WA 98401
 B (253)564-1494
 Fax (253)896-3002
 Washington State West Trainership
 FT Supervisor

***** Washington *****

9587 2967 3940 CM 1032
 Renton
 Coleman, Dale W. & Mardee
 2700 Lind Ave SW, Ste 200
 Renton, WA 98057
 B (425)255-2227
 Fax (425)251-0402
 Washington State East Trainership
 FT Supervisor

***** Washington *****

9771 2967 3940
 Skagit County
 Morgan, David W.
 333 North Hill Boulevard
 Burlington, WA 98233
 B (360)873-8744
 Fax (360)873-8773
 Washington State East Trainership
 FT Supervisor

***** Washington *****

9599 2966 3940 CM 1026
 Tacoma
 Shaw, Lloyd & Jennifer
 P.O. Box 1173
 Tacoma, WA 98401
 B (253)896-3000
 Fax (253)896-3002
 Washington State West Trainership
 FT Supervisor

***** Washington *****

10211 2966 3940
 W. Vancouver/Clark Co.
 McGraw, Paul & Melinda
 P.O. Box 2526
 Vancouver, WA 98668
 B (360)695-4418
 Fax (360)993-4869
 Washington State West Trainership
 FT Supervisor

***** Washington *****

8147 2966 3940
 Yakima County
 Cawdery, Terry & Zada
 P.O. Box 8302
 Yakima, WA 98908
 B (509)575-5455
 Fax (509)575-4751
 Washington State West Trainership
 FT Supervisor

***** West Virginia *****

9835 2905 3950
 North Kanawha Valley
 Reynolds, Stephen & Julie
 7 Poverty Lane
 Nitro, WV 25143
 B (304)343-6170
 Fax (304)755-9518
 West Virginia Trainership
 FT Supervisor

***** Wisconsin *****

10260 2935 3951 CM 1026
 Appleton
 Snyder, Charles J.
 2235 Northern Road
 Appleton, WI 54914
 B (920)832-1110
 Fax (920)832-1165
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

9888 2935 3951
 East Central Waukesha County
 Pertzsch, Steven P. & Pertzsch, Rachel M.
 1425 Commerce Ave, Unit B
 Brookfield, WI 53045
 B (262)782-1700
 Fax (262)782-1018
 Wisconsin Trainership
 FT Supervisor

***** West Virginia *****

8534 2905 3950
 Beckley
 Kelly, Steven J.
 416 City Avenue
 Beckley, WV 25801
 B (304)253-6633
 Fax (304)253-9509
 West Virginia Trainership
 FT Supervisor

***** West Virginia *****

9464 2250 3000 CM 9465
 Panhandle
 Wise, Robert
 11430 Ballsford Road
 Manassas, VA 20109
 B (304)263-0640
 Fax (703)368-2966
 Shenandoah Valley/Harrisonburg
 Servpro Central Headquarters

***** Wisconsin *****

9969 2935 3951
 Barron, Dunn & Rusk Counties
 Hanestad, Andrea M. & Ricky J.
 1245 Nelson Drive
 Boyceville, WI 54725
 B (715)643-7171
 Fax (715)643-7169
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

9871 2935 3951
 Eau Claire
 Hanaman, Thomas E.
 323 N. Dewey Street
 Eau Claire, WI 54703
 B (715)834-3473
 Fax (715)834-1013
 Wisconsin Trainership
 FT Supervisor

***** West Virginia *****

9566 2905 3950
 Huntington
 Lovins, Bobby R. & Jennifer
 1049 12th St., W.
 Huntington, WV 25704
 B (304)429-2233
 Fax (304)429-2238
 West Virginia Trainership
 FT Supervisor

***** West Virginia *****

9834 2905 3950 CM 9835
 Teays Valley
 Reynolds, Stephen & Julie
 7 Poverty Lane
 Nitro, WV 25143
 B (304)755-9510
 Fax (304)755-9518
 West Virginia Trainership
 FT Supervisor

***** Wisconsin *****

10300 2935 3951
 Dane County West
 McEllistrem, James Christopher & Heather L.
 P.O. Box 930332
 Verona, WI 53593
 B (608)497-3331
 Fax (608)497-3334
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

9187 2935 3951
 Jefferson County/Oconomowoc
 Hendricks, Tom & Meghan
 766 N. Parkway Street
 Jefferson, WI 53549
 B (920)674-3002
 Fax (920)674-3113
 Wisconsin Trainership
 FT Supervisor

***** West Virginia *****

9931 2905 3950
 Morgantown
 Grimm, Ralph G. & Holly L. & Pritts, Janice K.
 714 Venture Drive #200
 Morgantown, WV 26508
 B (304)291-3434
 Fax (724)628-7334
 West Virginia Trainership
 FT Supervisor

***** Wisconsin *****

10402 2918 3951
 Adams, Crawford, Vernon, South Monroe & Sout
 Norris, Catherine & Vincent
 2451 Riley Road
 Sparta, WI 54656
 B (608)487-9758
 Fax (608)487-9762
 Northwest Illinois Trainership
 FT Supervisor

***** Wisconsin *****

10198 2935 3951 CM 1019
 East Brown County
 Bogenschuetz, Michael
 2225 Pamperin Road
 Green Bay, WI 54313
 B (920)499-7050
 Fax (920)434-8225
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

9488 2918 3951 CM 1040
 La Crosse County
 Norris, Catherine & Vincent
 2451 Riley Road
 Sparta, WI 54656
 B (608)786-0387
 Fax (608)487-9762
 Northwest Illinois Trainership
 FT Supervisor

***** Wisconsin *****

5539 2935 3951 CM 1033
 Lake Geneva
 Weber, Jane & William & Weber, Timothy
 120 E. Sheridan Springs Rd.
 Lake Geneva, WI 53147
 B (262)248-7588
 Fax (262)248-1256
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

10459 2935 3951
 North Kenosha County
 Andersen, Marco L. & Elcano, Paul Martin
 6314 60th Street, Suite B
 Kenosha, WI 53144
 B (262)764-7231
 Fax (262)764-7234
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

10290 2935 3951 CM 1033
 South Rock County
 Weber, Jane & William & Weber, Timothy
 1506 Center Avenue
 Janesville, WI 53546
 B (608)754-7202
 Fax (608)563-5061
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

9556 2918 3951
 The Saint Croix Valley
 Lick, Christopher J. & Erin
 3450 Yoerg Drive
 Hudson, WI 54016
 B (715)381-2266
 Fax (715)381-6972
 Northwest Illinois Trainership
 FT Supervisor

***** Wisconsin *****

10293 2935 3951 CM 1029
 Madison North & East
 Pope, Sarah L. & Wilkinson, Jason
 P.O. Box 7544
 Madison, WI 53707-7544
 B (608)221-1818
 Fax (608)221-2018
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

9989 2935 3951
 Northeast Waukesha County
 Heilert, Roger & Heilert, Chad
 N92 W15600 Megal Drive
 Menomonee Falls, WI 53051
 B (262)250-1101
 Fax (262)250-1107
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

9886 2935 3951
 Southeast Milwaukee County
 Wallner, Colette M. & Robert B.
 9645 South 54th Street
 Franklin, WI 53132
 B (414)421-3500
 Fax (414)395-2106
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

10199 2935 3951
 West Brown County
 Bogenschuetz, Michael
 2225 Pamperin Road
 Green Bay, WI 54313
 B (920)434-8224
 Fax (920)434-8225
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

10294 2935 3951
 Madison South & West
 Pope, Sarah L. & Wilkinson, Jason
 P.O. Box 7544
 Madison, WI 53707-7544
 B (608)221-1818
 Fax (608)221-2018
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

9883 2935 3951
 Ozaukee County
 Callaway, Janet & William
 10650 N. Baehr Rd, Ste G
 Mequon, WI 53092
 B (262)242-8888
 Fax (262)242-8064
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

9841 2935 3951
 Southwest Waukesha County
 Szada, Kristina K. & Todd A.
 1416 Poplar Drive Unit F
 Waukesha, WI 53188
 B (262)542-0900
 Fax (262)542-0901
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

10261 2935 3951
 Winnebago County
 Snyder, Charles J.
 2235 Northern Road
 Appleton, WI 54914
 B (920)233-1110
 Fax (920)832-1165
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

9117 2935 3951
 Milwaukee North
 Heilert, Roger & Heilert, Chad
 N92 W15600 Megal Drive
 Menomonee Falls, WI 53051
 B (414)354-7566
 Fax (414)354-7477
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

10224 2935 3951
 South Kenosha County
 Oremus, Michael & Kathleen & Moore, Andrew &
 1000 Lotus Drive, Unit 6
 Silver Lake, WI 53170
 B (262)332-7044
 Fax (262)332-7335
 Wisconsin Trainership
 FT Supervisor

***** Wisconsin *****

8817 2935 3951
 The North Woods
 Redmond, Michael & Alice
 P.O. Box 751
 Rhinelander, WI 54501
 B (715)282-5979
 Fax (715)282-5985
 Wisconsin Trainership
 FT Supervisor

***** Wyoming *****

5152 2928 3950 CM 8013
 Casper
 Sleep, Gerald & Gale & Sleep, Jeffery & Sleep, J
 P.O. Box 1982
 Casper, WY 82602
 B (307)235-6558
 Fax (307)577-1901
 Casper/Casper BSM Trainership
 FT Supervisor

***** Wyoming *****

8013 2928 3950

Casper - BSM

Sleep, Gerald & Gale & Sleep, Jeffery & Sleep, J

P.O. Box 1982

Casper, WY 82602

B (307)235-6558

Fax (307)577-1901

Casper/Casper BSM Trainership

FT Supervisor

***** Wyoming *****

10399 2928 3950

Cheyenne

Hernandez, Ricardo A.

P.O. Box 811

Pine Bluff, WY 82082

B (307)245-9300

Fax (307)245-9301

Casper/Casper BSM Trainership

FT Supervisor

LIST OF OUR FRANCHISEES WHO HAVE LEFT THE SYSTEM AS OF DECEMBER 31, 20142015

The following is a list of the last known address and telephone number of every franchisee who has had an outlet terminated, canceled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under the Franchise License Agreement including those who sold their franchises during the most recently completed fiscal year or who have not communicated with US within 10 weeks of the application date of this Disclosure Document:

<u>City and State</u>	<u>Telephone Number</u>	<u>Name</u>
<u>Kirtland, OH 44094</u>	<u>814-434-4051</u>	<u>Patterson, Kevin & Susan</u>
<u>Franklin, TN 37067</u>	<u>615-507-1443</u>	<u>Martin, Gregory</u> <u>Squires, Kathryn</u>
<u>Woodlyn, PA 19094</u>	<u>610-237-0454</u>	<u>McDonough, Sean</u>
<u>Orange, CA 92869</u>	<u>714-771-0900</u>	<u>Estolonio, Tomas</u> <u>Moreno, Renee</u>
<u>Cumming, GA 30341</u>	<u>770-560-7856</u>	<u>Bisig, James & Sondra</u>
<u>Naperville, IL 60564</u>	<u>630-922-7120</u>	<u>Kasza, David & Jody</u>
<u>Surprise, AZ 85388</u>	<u>623-533-3563</u>	<u>Hardy, John S.</u>
<u>Lenexa, KS 662115</u>	<u>913-492-0890</u>	<u>Shelledy, Elizabeth & Stephen</u>
<u>Wesson, MS 39191</u>	<u>601-894-3286</u>	<u>Hall, Don & Laura</u>
<u>Cape Coral, FL 33993</u>	<u>740-362-2503</u>	<u>Vermillion, Michael & Toney, Kelly</u>
<u>Gaithersburg, MD 20882</u>	<u>301-502-1906</u>	<u>Nespor, Chris</u>
<u>Ethel, MS 39067</u>	<u>662-674-5676</u>	<u>Barton, Gerald</u> <u>Ray, Daniel & Noelle</u>
<u>Columbiaville, MI 48421</u>	<u>810-793-2541</u>	<u>Bronson, Todd</u>
<u>LeSueur, MN 56058</u>	<u>507-665-3767</u>	<u>Miller, James Gary & Therese</u>
<u>Houston, TX 77070</u>	<u>281-222-0290</u>	<u>Hamilton, John P.</u>
<u>Pembroke, Pines, FL 33025</u>	<u>954-442-6745</u>	<u>Colicchio, Claudio & Patricia</u>
<u>Oakhurst, CA 93644</u>	<u>559-683-8401</u>	<u>Osborne, Denver & Becky</u>
<u>St. Petersburg, FL 33703</u>	<u>813-256-7919</u>	<u>Plaskett, Carl</u>
<u>Kettering, OH 45440</u>	<u>937-604-2815</u>	<u>Weaner, William & Janice</u> <u>Weaner, Bradley</u>
<u>Charlottesville, VA 22911</u>	<u>410-857-2891</u>	<u>Harrison, Perry</u>
<u>Waupaca, WI 54981</u>	<u>715-347-6285</u>	<u>Altendorf, Brett</u>
<u>Muncy, PA 17756</u>	<u>570-368-1987</u>	<u>Bardo, William</u>
<u>Las Vegas, NV 89145</u>	<u>702-280-0487</u>	<u>Malfavon, Enrique Sr. & Ruth</u> <u>Malfavon, Enrique Jr.</u>
<u>Ladera Ranch, CA 92694</u>	<u>949-439-2495</u>	<u>Arbiso, Larry & Christine</u>
<u>Chesapeake, VA 23320</u>	<u>757-328-0151</u>	<u>Erwin, Brian</u>
<u>Petal, MS 39465</u>	<u>228-332-1722</u>	<u>Gray, Deborah & Neil</u>

<u>Macomb, MI 48044</u>	<u>248-670-3507</u>	<u>Wolf, Cheryl</u>
<u>San Diego, CA 92154</u>	<u>619-569-7676</u>	<u>Sprague, Michael & Susan</u> <u>Sprague Ryan & Adrianna</u>
<u>Murrieta, CA 92562</u>	<u>951-852-9176</u>	<u>Brewer, Steven</u> <u>Vanderham, Richard</u>
<u>Hickory, NC 28602</u>	<u>703-385-2682</u>	<u>deBlois, Craig & Patricia</u>
<u>Virginia Beach, VA 23456</u> <u>2824 Cedar Cave Ln, Chesapeake, VA 23323</u>	<u>757-289-6912</u>	<u>Kuhle, Julie & Shawn</u> <u>Morse, Jordan</u>
<u>Cranberry Township, PA 16046</u>	<u>724-831-6653</u>	<u>Minnock, Thomas</u>
<u>Medway, MA 02053</u>	<u>508-328-1123</u>	<u>O'Donnell, Shawn</u>
<u>Upper Marlboro, MD 20772</u>	<u>301-574-5424</u>	<u>Barber, William & Juanita</u>
<u>Springfield, VA 22151</u>	<u>703-868-7190</u>	<u>Bakos, David</u>
<u>North Richland Hills, TX 76182</u>	<u>817-564-1875</u>	<u>Henson, Kevin</u>
<u>Edgewater, FL 53141</u>	<u>386-957-1111</u>	<u>Selden, Robert</u>
<u>Lender, TX 78614</u>	<u>512-259-1953</u>	<u>McKinley, Dennis</u>
<u>Scottsville, AZ 85255</u>	<u>480-694-7108</u>	<u>Mueller, Larry</u>
<u>Anaheim, CA 92804</u>	<u>714-588-2353</u>	<u>Valean, Valentin</u>
<u>Yuba City, CA 95991</u>	<u>530-671-4233</u>	<u>Warren, William & Lindsay</u>
<u>Rancho Cucamonga, CA 91739</u>	<u>909-772-4286</u>	<u>Scilimenti, Steve & Robin</u>
<u>Swarthmore, PA 19081</u>	<u>610-416-1413</u>	<u>McDonough, Heather</u>
<u>Lebanon, PA 17042</u>	<u>717-361-8415</u>	<u>Evans, Rick</u>
<u>Holts Summit, MO 65043</u>	<u>573-690-9074</u>	<u>Swanigan, Mike & Angela</u>
<u>Southfield, MI 48076</u>	<u>248-504-1174</u>	<u>Shanaman, Charles</u>
<u>Wallingford, PA 19086</u>	<u>610-656-1271</u>	<u>Chaves, Laura</u>

City and State	Telephone Number	Name
<u>Simi Valley, CA 93065</u>	<u>805-581-9672</u>	<u>Shell, Michael & Debra</u>
<u>Franklin, TN 37064</u>	<u>615-522-8572</u>	<u>Hampton, Justin & Justine</u>
<u>Aiken, SC 29803</u>	<u>803-648-3322</u>	<u>Lucas, Ken & Colleen</u>
<u>Manassas, VA 20109</u>	<u>703-361-5769</u>	<u>Wilson, Jerry H.</u>
<u>Renton, WA 98058</u>	<u>425-235-6879</u>	<u>Worthen, Wayne & Melody</u>
<u>Santa Maria, CA 93455</u>	<u>805-598-5951</u>	<u>de Comarmond, Clive</u>
<u>Hortonville, WI 54944</u>	<u>920-954-1668</u>	<u>Rousseau, Kelly & Jill</u>
<u>Rockwood, PA 15557</u>	<u>814-926-3511</u>	<u>King, Steven & Joanna</u>
<u>New Canaan, CT 06840</u>	<u>203-322-2481</u>	<u>Pelli, Joseph</u>
<u>Fairland, IN 46126</u>	<u>317-546-3272</u>	<u>Blye, Michael & Leslie</u>
<u>Denver, NC 28037</u>	<u>704-489-0636</u>	<u>Morris, Alan Kenneth & Vicki</u>
<u>Riverside, CA 92503</u>	<u>909-883-7407</u>	<u>Borcsa, Levente and</u>

(same)	(same)	Moisin, Lidia
St. Matthews, SC 29135	803-874-1767	Culler, Gregory & Annette
North Plymouth, MN 55447	763-404-0353	Honn, Sheri
Moon Twp, PA 15108	707-526-6178	Adams, Gary & JoEllen
Lothian, MD 20711	410-279-6801	Whittles-Goedeke, Jessica
Boca Raton, FL 33498	561-558-2859	Vandervort, James & Rosita
Edgerton, WI 53534	608-884-4067	Wiedenfeld, Jerry & Linda
(same)	608-884-7017	Wiedenfeld, Jason
Burson, CA 95225	209-256-7242	Lucas, William
West Columbia, SC 29172	803-755-3484	Williams, Marty & Angie
Greensburg, PA 15601	724-836-1962	Fiato, Alexander & Rita
(same)	724-537-8830	Fiato, Patrick
Bellevue, WA 98008	425-881-3218	Farnsworth, Jack & Marlene
Jackson, TN 38305	731-234-9475	Igou, Joseph & Ginger
Kiowa, CA 80117	303-906-8024	Weeter, Randy & Debbie
Moreno Valley, CA 92557	951-489-6158	Cook, Dean & Debra
(same)	(same)	Enriquez, Steve
Clifton Springs, NY 14432	315-462-9237	Conners, James & Gail
(same)	(same)	Conner, James F.
San Diego, CA 92131	858-880-3689	Antaky, Camille
San Diego, CA 92116	619-280-3560	Johnson, Bradley C.
Westerville, OH 43082	614-206-3396	Heid, Robert
Bentonville, AR 72712	479-787-5551	Yarbrough, Brian & Kimberly
Riverside, CA 92503	951-880-4680	Boresa, Vendel Jr.
Ashland KY 41101	606-324-8681	Hall, Mark (dec'd)
Edgewood, MD 21040	410-803-1824	Otremba, Louis & Laurie
San Mateo, CA 94402	801-573-8664	Blair, Briston
(same)	919-608-1602	Swanner, Charles A
Carlsbad, CA 92010	760-729-4166	Sprague, Michael Sr & Susan
Carlsbad, CA 92008	714-721-2053	Sprague, Ryan & Adriana
Palm Harbor, FL 34683	813-942-3440	Santoro, Richard & Linda
Port Washington, NY 11050	516-767-3623	Zdrojeski, Ronald & Maria
O'Fallord, IL 62269	618-624-4369	DePillo, Stephen
(same)	(same)	Brown, Sarah
Oklahoma City, OK 73143	405-370-0450	Carey, Joe
Albuquerque, NM 87120	505-898-7160	Kawane, Shannon & Michelle
Northridge, CA 91326	818-831-7788	Benjamin, Sperjohn & Donasha
Shallotte, NC 28470	910-443-2259	Gillespie, Gary
Lake In The Hills, IL 60156	847-875-7982	Marquardt, Thomas
Newport Beach, CA 92663	949-284-4444	Norton, Chase & Jenee
Perkasie, PA 18944	215-453-3692	Hermann, Glenn & Amy
Owensboro, KY 42303	270-314-9538	Sublett, John W. & Donna L.

EXHIBIT Q

P

**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 INDUSTRIES, INC.**, a Nevada corporation having a principal place of business at 801 Industrial Boulevard, Gallatin, Tennessee 37066 (the "Franchisor"); _____ a ☐ **sole proprietor**, ☐ **partnership**, ☐ **limited partnership**, ☐ **corporation**, ☐ **limited liability company**, ☐ **other** _____, organized under the laws of _____ (the "Operator") and _____ individually (the "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 require 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, to 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 Principals, for themselves and for their heirs, executors, administrators and assigns, do hereby release and forever discharge Franchisor and all of its shareholders, officers, employees, trainers, directors and agents, and their successors, heirs, executors, administrators and assigns, along with any affiliated, subsidiary or parent corporations (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 to the Franchise Agreement or Operators' and Principals' conduct of any business under the Franchise Agreement or related to the work Operator 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 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 arising from any matter or thing arising out of, relating to or pertaining to 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 in it, 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 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 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 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 Principals shall take any and all necessary steps needed to effectuate the intent of this Agreement, and they shall sign and execute any and all necessary documents, agreements or instruments which are 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 to it.

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.

FRANCHISOR:

SERVPRO INDUSTRIES, INC.

By: _____
Randall A. Isaacson, President

Date: _____

By: _____

Printed Name: _____

Individually and on behalf of _____

_____(Name of Entity)

Date: _____

EXHIBIT Q

~~EXHIBIT R~~

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, Inc., a Nevada corporation (“Servpro”), and the Servpro franchisee identified on the signature page of this Agreement (“Franchisee”). This Agreement is effective as of the date it is signed by Service Provider and delivered to Company (“Effective Date”).

RECITALS

WHEREAS, Servpro is a franchisor and has developed, adapted and adopted certain skills, concepts, business techniques and marketing systems and has developed a method and a specialized process with standards, specifications, methods, policies and procedures for a franchise business which franchisees offer and sell residential and commercial cleaning, deodorization, fire, smoke, water, flood and other mitigation and restoration services and goods and any services or goods related to or connected to the foregoing, including, without limitation: duct cleaning, carpet, drapery and upholstery cleaning; carpet sales and installation; construction services; mold mitigation and remediation services; carpentry; janitorial services; maintenance; and painting services, and sells certain cleaning related products (the “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, strict indemnification, accountability, insurance, responsibility and confidentiality requirements (“Master Referral Agreements”);

WHEREAS, Servpro desires to afford its 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, Servpro will not make referrals of requests for Services (“Jobs”) 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 to receive referrals of 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 Referrals.** Franchisee agrees that it will provide Services for Select National Account 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), 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 Jobs 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 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 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. 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, 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 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 first acceptance of any Job from any Select National Account Client either by referral or directly, i.e., regardless of source, 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 at the time the Job is 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. 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 Jobs and the willingness of Servpro to continue to refer Jobs 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. **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.

9. **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.

10. **Severability.** If any term or provision of this Agreement, or the application thereof to Franchisee or any person or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement shall be valid and enforced to the fullest extent of the law, and the term or provision found to be invalid or unenforceable shall be deemed to be severed from this Agreement.

Franchisee signature, initialed pages and delivery of scanned Agreement by email to legalsnapa@servpronet.com constitute acceptance and agreement to Agreement terms and conditions.

FRANCHISEE

SERVPRO OF _____

Franchise No: _____

[Entity]

By: _____
Signature of Authorized Officer

Date: _____

By: _____
Signature of Authorized Officer

Date: _____

*Note: Franchisee must fill in "Servpro of _____" dba, and principal Owners must sign.

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Select National Accounts Participation Agreement

SERVPRO

EXHIBIT S

EXHIBIT R

NATIONAL ACCOUNTS PROGRAM AGREEMENT

NATIONAL ACCOUNTS PROGRAM AGREEMENT (NAPA)

Participation Year: _____ Owners: _____ SERVPRO of: _____	New Franchise: ☐ YES ☐ NO 1st Month of Operation: _____ Franchise No. _____ Franchise No. _____

To be eligible to participate in the SERVPRO® National Call Center Program (including the National Accounts Insurance Programs), all items below must be answered **YES**. **Please Note:** Failure may result in a red light and no referrals from the Call Center; repeated failures may result in removal from Program participation.

The following qualifications are met:	
1) Franchisee meets all insurance requirements, maintaining current insurance coverage as required by the SERVPRO Franchise License Agreement and National Accounts participation criteria, including: commercial general liability; pollution liability; ~~limited~~ <u>Service and Repair liability</u> ; vehicle liability; <u>bailees / inland marine; cyber liability insurances</u> ; and workers' compensation coverage (or worker's' compensation waiver on file if not applicable). ~~(Attach proof of coverage.)~~	☐ Yes ☐ No
2) Franchisee maintains a current Certificate of Insurance on file for all subcontractors listing Franchisee as additional insured evidencing a minimum of \$250,000 in general liability coverage and workers' compensation of not less than \$500,000. A signed Agreement between Independent Contractor and the Franchisee is on file for each subcontractor in the Franchisee's office. (Reference Form Number 28548-)	☐ Yes ☐ No
3) Background checks for Franchise Owner and employees ~~are must be performed annually, and background checks for Franchise Owners must be performed at least every three (3) yearson file in the Franchise office.~~ Subject to applicable law, the Franchisee agrees not to employ any individual convicted of or <u>who has plead guilty to a felony involving dishonesty or breach of trust, theft, or any type of violence against a person.</u> Individual Select National Accounts ~~may~~ have additional criteria. <u>If a Franchisee has reason to suspect an employee may have been charged with a crime, a background check for that employee should be conducted immediately. Franchisee must notify Franchisor of any conviction of the Owner or employee for a felony or physical assault.</u>	☐ Yes ☐ No
4) Franchisee is in good financial standing with Corporate, General Trainers, ~~Directors~~ and vendors and all valid financial obligations are current and paid timely. Franchisee provides required reports and documents.	
a. Franchise has provided Corporate with all required reports and supporting documentation.	☐ Yes ☐ No
~~b. Franchisee has provided Trainer or Franchise Business Consultant with the necessary personal and business tax returns required to determine all tax filing and payment of obligations are current and paid timely.~~	☐ Yes ☐ No
<u>b. Franchisee has provided all documents requested by the SERVPRO Audit Department for completion of an audit. Tax returns are provided ~~on an annual basis~~ upon request.</u>	☐ Yes ☐ No
<u>c. Franchisee has provided General Trainer / Franchise Business Consultant with the necessary personal and business tax returns required to determine all tax filings and payments of obligation are current and paid timely.</u>	
5) ~~Franchisee files a timely and~~ <u>Franchisee has an accurate Business Resume on file.</u>	☐ Yes ☐ No

6) Franchisee adheres to SERVPRO's minimum required computer <u>hardware</u> standards, utilizes the most current version of all SERVPRO required software, data and cyber security, and electronic communication systems <u>and/or</u> those required by <u>Bulletin guidelines</u> . Franchisee has current required network and broadband connectivity.	☐ Yes ☐ No
7) Franchisee maintains an average monthly ~~Job Management~~ <u>Performance</u> score of greater than or equal to the established minimum score, <u>as published by SERVPRO</u> .	☐ Yes ☐ No
8) Franchisee resolves all customer complaints following ~~Servpro's~~ <u>SERVPRO's</u> current Quality Assurance Program and any applicable National Accounts <u>or bulletin</u> ~~Guidelines or guidelines prescribed by Bulletin~~ . Franchisee further ensures all creditors and vendors are paid timely.	☐ Yes ☐ No

SERVPRO of: _____	Franchise No. _____
Franchise No. _____	
9) Franchisee attends all of SERVPRO meetings designated as mandatory, including, without limitation, Convention, Area Meetings, Business Review Consultations and required SERVPRO <u>Television</u> ~~s~~ Sessions. Convention attendance is not mandatory for Franchisees in business less than 12 months prior to Convention. <u>Any absence must be approved in writing by the Field Operations Manager and General Trainer / Franchise Business Consultant.</u>	☐ Yes ☐ No
10) Zip ~~Code~~ <u>Assignments</u> for Franchisee's territory <u>are amended when warranted and</u> ~~is~~ on file with the SERVPRO Call Center.	☐ Yes ☐ No
<u>The following claim dispatch / administration is adhered to:</u>	☐ Yes ☐ 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 Franchisee employee in the Franchisee's office.	☐ Yes ☐ No
<u>Franchisee commits to a 24-hour Emergency Response, including:</u>	☐ Yes ☐ No
12) ~~Franchise commits to 24-hour Emergency Response~~ — Accepts all losses from the SERVPRO ~~National~~ Call Center.	☐ Yes ☐ No
13) ~~Franchise commits to 24-hour Emergency Response~~ — Responds to all calls from the SERVPRO ~~National~~ Call Center.	☐ Yes ☐ No
14) ~~Franchise commits to 24-hour Emergency Response~~ — Maintains active status for job lead acceptance from the SERVPRO ~~National~~ Call Center.	☐ Yes ☐ No
15) Franchise uploads 1-800-SERVPRO initial storm job files which include <u>initial customer</u> contact time and on-site arrival time within 3 business days from time of dispatch.	☐ Yes ☐ No
16) ~~Non-ScanER[®]XL uploads:~~ Franchise uploads completed standard water job file within 7 business days of job dispatch and completed job file for all other service types within 25 business days of job dispatch, unless otherwise prescribed by <u>Bulletin guidelines</u> , and/or Select Account's contractual requirements. Uploaded job file must pass self-audit.	☐ Yes ☐ No
~~17) ScanER[®] uploads:~~ Franchise uploads completed standard water job file within 7 business days of job dispatch and completed job file for all other service types within 25 business days of job dispatch, unless otherwise prescribed by <u>Bulletins</u> , and/or Select Account's contractual requirements. Uploaded job file must pass self-audit.	☐ Yes ☐ No
~~18~~ 17) Franchise corrects all ~~rejected~~ <u>returned</u> job files by the end of the next business day. Please Note: Uploading a job file without correcting the file for all identified errors may result in a red light; repeated failures may result in removal from Program participation.	☐ Yes ☐ No

~~19)~~ Franchise Owner and employees follows all job processes, including:-			
~~18)~~ Franchisee vehicles are in accordance with the SERVPRO vehicle appearance policy.	☐	Yes	☐ No
~~1920)~~ Franchisee adheres to the SERVPRO Uniform policy.	☐	Yes	☐ No
~~201)~~ Franchisee uses only SERVPRO-approved cleaning products and equipment.	☐	Yes	☐ No
~~212)~~ Franchisee completes all training programs and maintains certifications required by Servpro Industries, Inc.	☐	Yes	☐ No
23) Franchisee adheres to price guidelines as prescribed by National Accounts <u>or Bulletin</u> Guidelines ~~or Bulletin Guidelines~~ .	☐	Yes	☐ No

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

EXHIBIT ~~TS~~S

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 Industries, Inc., a Nevada corporation, 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 Industries, Inc. 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 Industries, Inc. and offers the services as described in the Franchise License Agreement ("Services"); and

WHEREAS, Companies enter into agreements with or otherwise provide referrals 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 Industries, Inc. franchise system, as well as such other services as may be permitted from time to time by the franchise agreement entered into between Servpro Industries, Inc. 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 ("Master Referral Agreements");

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 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 ability to receive referrals of requests 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 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), service guidelines, bulletins, equipment, personnel, insurance, financial strength, performance standards 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. 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 Companies may, in their sole discretion based upon size, scope and complexity of 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 large losses (which may include a visit to the job site);
- iii. evaluate the ability of Service Provider to produce such large 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 applicable 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 joint participation agreements with any such additional personnel;
- v. Arrange for review of all commercial invoices exceeding \$50,000 by a member of Servpro Industries, Inc.'s commercial large loss division or other assigned personnel prior to submission to client; and
- vi. Revise Service Provider's estimate and billing 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 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 Industries, Inc.
- 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 Industries, Inc. 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 Industries, Inc. To the extent Service Provider renews any

Franchise Agreement with Servpro Industries, Inc., 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 Commercial Requirements 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 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), 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 Industries, Inc. 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 the President 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.

Franchisee signature, initialed pages and delivery of scanned Agreement by email to legalcapa@servpronet.com constitute acceptance and agreement to Agreement terms and conditions.

Commercial Accounts Participation Agreement entered into as of the date signed below.

SERVPRO OF _____

Franchise No: _____

[Entity]

By: _____
Signature of Authorized Officer

Date: _____

By: _____
Signature of Authorized Officer

Date: _____

**Please scan and email signed contract to
legalcapa@servpronet.com:**

*Note: Service Provider must fill in "Servpro of _____" dba, and principal & Owners must sign.

EXHIBIT T

~~EXHIBIT U~~

ERNET[®] SERVICE PROVIDER PARTICIPATION AGREEMENT



This ERnet[®] Service Provider Participation Agreement (the “Agreement”) is made and entered into by and between Ernet Property Resource Group, LLC, a Delaware Limited Liability Company, (hereinafter, the “Company”), and the business entity and/or individuals identified on the signature page _____ (“Service Provider”) which is a franchisee under a current and effective Franchise License Agreement with Servpro Industries, Inc. (“Servpro[®]”). This Agreement is deemed effective as of the date signed, below (“Effective Date”), as follows:

WHEREAS, the Company is involved in the third party administration of cleaning and restoration services and is operating a job referral service and emergency response network for cleaning, repair, restoration and other services with respect to property; and

WHEREAS, Service Provider, as a franchisee with Servpro[®], performs certain types of cleaning and restoration work and such services may be sought by certain Company clients as a result of damage and unexpected property losses suffered by the Company’s clients (hereinafter “Clients”); and

WHEREAS, the Company desires to afford Servpro[®] franchisees the opportunity to perform services for the Company’s Clients when such Clients require cleaning, water, fire and smoke mitigation, restoration and other services performed by Service Provider pursuant to Service Provider’s Franchise License Agreement with Servpro[®] (such Service Provider services all collectively the “Services”); and

WHEREAS, when the Company receives notice from one of its Clients that it has suffered damage and a loss requiring the performance of Services at one of the Client’s locations (hereinafter, a “Job”) the Company may, from time to time provide Service Provider with the opportunity to perform Jobs for Clients under the terms of this Agreement;

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, the Company and Service Provider agree that the recitals are incorporated as a material part of this Agreement, and they further agree as follows:

1. **Job Referrals.** Service Provider agrees that for all Jobs referred and accepted by Service Provider, Service Provider will provide Services for the Client in accord with the requirements of this Agreement and in compliance with all Company service guidelines, bulletins, performance standards and requirements established by the Company from time to time. The Company’s service guidelines include Servpro’s Select National Accounts and insurance restoration participation criteria, and for any particular Client, the Company may establish different or additional service guidelines. The Company may modify any of its service guidelines, performance standards, or requirements under this Agreement, at any time upon prior written notice. The Company will, in its discretion, refer Jobs to Service Provider on an as-needed basis. No specific number of Job referrals is assured, nor is the Company obligated to refer any Jobs to Service Provider. Service Provider agrees to accept all jobs as they are referred by ERnet[®]. No jobs may be turned down or

rejected unless Service Provider has visited the job location and identified an unsafe work condition or pricing issue which is not consistent with Servpro's Sub-Regional pricing guidelines. Service Provider agrees to service ERnet[®] jobs in a reasonable manner consistent with industry standards. Service Provider may not refer the Job to others, including unrelated cleaning, restoration or construction companies, but must either perform the Services, or in conjunction with utilization of reputable pre-approved sub-contractors in accord with Company guidelines. Service Provider agrees that the Company may designate specific procedures by which a Service Provider is deemed to have accepted a Job referral and this may include Service Provider's acceptance of an electronically transmitted Job and information concerning the Job. Any such acceptance under Company guidelines will bind Service Provider to perform the Services on the Job in accord with this Agreement, industry standards and any client requirements.

2. **Fees and Payments.** If Service Provider accepts a Job from the Company, Service Provider shall pay to the Company its then-current Job dispatch fee. In addition, Service Provider shall pay to the Company its then current Job referral fee, which will be a percentage of the Service Provider's gross revenues related to the Job, and for these purposes "gross revenues" mean all moneys invoiced for or in relation to the Job, whether invoiced directly by Service Provider or by a subcontractor of Service Provider on a particular Job. Service Provider authorizes the Company to direct Clients to send the payments due Service Provider to the Company, and the Company will then send the payments to Service Provider, less the dispatch and Job referral fees, as provided under this Agreement. Client is responsible for all payments earned by or due Service Providers a result of Service Provider's performance of Services on a Job and in no event will the Company be obligated to make any payments to Service Provider unless and until Client has authorized and delivered the Service Provider's payment to the Company. The Company will not be liable or responsible for any amounts in dispute between a Client and Service Provider.

3. **Term.** The Term of this Agreement is for five years except that it expires automatically any time that Service Provider no longer is party to a valid, binding Franchise License Agreement with Servpro. If and when Service Provider renews any Franchise License Agreement with Servpro, the five-year term of this Agreement will continue through the term of each renewed Franchise License Agreement. The Company may terminate this Agreement at any time upon thirty days written notice except that the Company may terminate this Agreement immediately in the event the Service Provider: (i) materially breaches any service guideline or performance criteria applicable to a Job; or (ii) is subject of a complaint by a Client; (iii) does not meet the Company's then-current criteria and qualification guidelines for Service Providers that provide Services to Clients. Upon the expiration or termination of this Agreement, Service Provider will be obligated to complete all Jobs in process, unless directed otherwise by the Company.

4. **Additional Requirements.** Prior to accepting any Job referral, Service Provider will name the Company as an additional insured on all types of general and pollution liability types of policies Service Provider is required to maintain under Service Provider's Franchise License Agreement and Select National Accounts requirements with Servpro[®]. Service Provider will utilize such computer software, programs, procedures and methodologies for transmission of Job information as specified by the Company from time to time. Company reserves the right to require Service Provider to purchase different or additional software and related systems in order to receive Jobs under this Agreement, upon prior written notice.

5. **Authorization to Release Information.** Service Provider authorizes Servpro® to provide to the Company and authorizes the Company to accept, receive, and utilize all information, in whatever form of media, concerning any one or more of the following: (i) Service Provider, its Franchise License Agreement with Servpro®; (ii) any performance standards, payment issues, or other facts or circumstances arising out of or relating to Service Provider's franchise relationship with Servpro®; (iii) all information and documents concerning the Service Provider and its franchise, including its financial information and records; and (iv) any other information requested by Company.

6. **Confidentiality Obligations.** As a result of this Agreement and Service Provider's performance of Jobs, Service Provider will likely obtain access to, or learn about, information which is confidential and proprietary to Company or its Clients, including, without limitation: Clients' addresses, names, telephone numbers, e-mail addresses, finances, insurance, and similar information concerning Clients' employees; specific loss information and associated costs with respect to any particular Job; Company's business methods; Company's software and information systems capabilities; Company's procedures and processes; Client lists and information concerning Clients; information concerning other Service Providers who are party to contracts with the Company; trademarks, trade secrets and proprietary information; matters relating to dealings with Clients and contractors and other Service Providers; information concerning the Company's methods for processing and reporting data and information concerning Jobs; pricing information and methods; and other records (collectively "Confidential Information"). Service Provider will not at any time, in any fashion, form or manner, directly or indirectly, divulge, disclose, or communicate to any person, firm or corporation in any manner whatsoever, any of the Confidential Information, without the prior, express written consent of the Company. Service Provider will not use for its benefit or for the benefit of any third party, any of the Confidential Information, apart from Service Provider's legitimate use of such information as necessary to perform Jobs under the terms of this Agreement. All books manuals, records, files, forms, reports, accounts and documents relating in any manner to the Company's business and Jobs, including data entered into computer software or database, (the "Records") and Confidential Information shall be the exclusive property of the Company. Service Provider may not retain a copy of any such Records or Confidential Information for its own use without the prior written permission of the Company. Service Provider acknowledges that the Records also constitute Confidential Information under this Agreement. Each party may create and maintain records as required by law and/or industry standard.

7. **Large Losses.** Service Provider agrees to notify ERnet® and Servpro's Commercial Large Loss Division of any loss in excess of \$50,000. A designated representative of Servpro's Commercial Large Loss Division will coordinate any commercial loss where the total billing is in excess of \$50,000. Service Provider agrees to pay a Large Loss Coordination and Handling Fee to Servpro® upon successful completion of any job exceeding \$50,000 in total billings, if and when implemented by Servpro. In addition, Servpro's Commercial Large Loss Division will also review, monitor and approve all job file documentation, estimates and invoices exceeding \$50,000 prior to submitting them for payment. The Client will issue payment to ERnet® upon receipt of proper and accurate documented file and invoice. Upon receipt of payment from Client, ERnet® will disburse funds to Service Provider less 2.5%.

8. **Venue and Choice of Law.** Any litigation or legal action to enforce or relating to this Agreement and the relationship of the parties hereunder shall be filed in the United States District Court for the Middle District of Tennessee in Nashville, Tennessee, or the Circuit Court of Sumner

County, Tennessee. The parties consent to the jurisdiction of such courts for these purposes and waive any rights or objections to the jurisdiction or venue of any such actions with commenced in such courts. This Agreement will be governed by and interpreted under the laws of the state of Tennessee without regard to its choice of law provisions.

9. **No Waiver.** Company may waive provisions of this Agreement only in a writing signed by an authorized manager of the Company. The failure, refusal or neglect of the Company to require the Service Provider to comply with any provision of this Agreement in whole or in part, does not constitute a waiver by the Company of its right to require full compliance with the same or different provisions in the future.

10. **Assignment and Survival.** The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. Service Provider may not assign this Agreement or its right or obligations under this Agreement. The obligations of Service Provider in this Agreement survive for five (5) years after termination or expiration of this Agreement.

11. **Third Party Beneficiaries.** Apart from the Clients, this Agreement is for the sole benefit of the parties and is not for the benefit of any third parties. All Clients for which Service Provider provides Services, or for which a Job referral is accepted by Service Provider, are intended third party beneficiaries of the Agreement.

12. **Indemnification.** Service Provider will indemnify, defend, and hold harmless, the Company and all Clients for whom Service Provider provides Services or accepts Job referrals, their affiliates and their respective officers, directors, employees, managers, members, agents, successors and assignees, from and against any and all claims, judgments, liabilities, obligations, damages, or causes of action, of any kind or nature, known or unknown, vested or contingent (collectively, "Claims"), (including, without limitation, court costs, attorneys fees, expert witness fees, travel expenses associated with Claims) arising out of, related to or in any way connected to: (i) this Agreement; (ii) any Services provided by Service Provider to a Client, or any activity or omission associated with Service Provider's involvement with or performance of a Job for a Client; (iii) the acts or omissions of Service Provider, its subcontractors, or anyone associated with Service Provider on a Job. The indemnification and other obligations contained in this section of the Agreement will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. The obligations set forth in this section apply to all Claims for all Clients, all Services provided by Service Provider, and all Jobs referred under this Agreement.

13. **Effectiveness.** This Agreement is deemed effective on the Effective Date once signed by Franchisee and faxed or otherwise delivered to Company, even without the Company countersigning this Agreement. All facsimiles, copies, or other reproduction of a signed original of this Agreement are as fully effective as the original.

14. **Notices.** Notices may be sent by United States Mail, or by reputable overnight delivery service. Notices sent by U.S. Mail are deemed delivered and effective three days after being placed with the delivery service. Notices by overnight delivery service are deemed delivered and effective one day after being placed with the delivery service. The Notice address for Service Provider, as of the Effective Date, is Legal Dept. P.O. Box 1978, Gallatin, TN 37066. Service Provider may change this Notice provision at any time, upon notice to Service Provider. The

Company may provide Notice to Service Provider using the most recently available address information in the Company's records, or in those records available to the Company under Section 5 of this Agreement

15. **Incorporation.** This Agreement includes and incorporates by reference, all other referenced Agreements, documents, service guidelines, and service standards, of the Company and Servpro, including future versions of same, as if they were fully set forth in the text of this Agreement.

16. **Authority.** The person signing this Agreement represents and warrants that execution of this Agreement has been duly authorized by Service Provider, or that such person signing the Agreement is otherwise empowered to sign the Agreement and bind Service Provider to its terms.

17. **Severability.** If any term or provision of this Agreement, or the application thereof to Service Provider or any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall be valid and enforced to the fullest extent of the law, and this term or provision shall be deemed to be severed from the Agreement.

FRANCHISEE*

SERVPRO OF _____

For Business Entities:

Entity Name

By: _____
As authorized officer and individually

Date: _____

By: _____
As authorized officer and individually

Date: _____

For Sole Proprietors:

By: _____
Individually

Date: _____

By: _____
Individually

Date: _____

| *Note: Franchisee must fill in "SERVPRO of _____" dba, and all ~~e~~Owners must sign for entity. Sole Proprietorships must sign individually.

EXHIBIT U

COMMERCIAL ACCOUNTS PROGRAM AGREEMENT

COMMERCIAL ACCOUNTS PROGRAM AGREEMENT (CAPA) FORM

Participation Year: _____	New Franchise: ☐ YES ☐ NO
Owners: _____	1st Month of Operation: _____
SERVPRO of: _____	Franchise No. _____
	Franchise No. _____

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 Call Center; repeated failures may result in removal from Program participation.

A. <u>Franchisee maintains a minimum Job Management Score of 80%.</u>	☐ Yes ☐ No
B. <u>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 Call Center.</u>	☐ Yes ☐ No
C. <u>Franchisee has completed a minimum of two (2) ERPs and agrees to complete at least twelve (12) ERPs per year to maintain qualified status.</u>	☐ Yes ☐ No
D. <u>Franchise must show the ability to mobilize within 15 minutes of dispatch for all 1-800-SERVPRO commercial referrals. Turn-downs are discouraged and generally only acceptable in storm mode to maintain program eligibility.</u>	☐ Yes ☐ No
E. <u>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.</u>	☐ Yes ☐ No
F. <u>Franchise can show proof of temporary labor and additional equipment resources pre-arranged with after-hours contact numbers available.</u>	☐ Yes ☐ No
G. <u>Franchisee has proof of participation in local, regional, or national industry events two (2) times per year. Examples of industry events are PLRB, RIMS, PRIMA, BOMA, local claims associations, or property management associations.</u>	☐ Yes ☐ No

To participate in CAPA - Level 2 for Commercial Losses \$25,000 - \$50,000, the following qualifications must also be met:

H. <u>Franchisee meets, at a minimum, Stage 1, Year 3, Month 1, of the Stages of Development Model. For the Franchise to be eligible, the threshold is of \$76,000 per month total gross volume (\$912,000 annual gross volume).</u> a. <u>Including the following non-owner minimum staffing requirement:</u> i. <u>Two (2) SERVPRO Marketing Representatives (SMR or SMM).</u> ii. <u>One (1) Production Manager.</u> iii. <u>Two-Three (23) Crew Chiefs.</u> iv. <u>Two (2) Office Administrators.</u> b. <u>Including the following requirements for working capital and debt:</u> i. <u>Cash at 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.</u> ii. <u>Less than a 50% debt ratio, excluding loans to owners.</u> c. <u>Including minimum commercial equipment requirements:</u> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Air Movers</td> <td style="width: 10%; text-align: center;">125</td> <td style="width: 30%;"></td> </tr> <tr> <td>Dehumidifiers</td> <td style="text-align: center;">25</td> <td></td> </tr> <tr> <td>Extractors</td> <td style="text-align: center;">4</td> <td></td> </tr> <tr> <td colspan="3">Scrubbers – individual filtration devices totalling a minimum of 5,000 cfm, when combined.</td> </tr> </table>	Air Movers	125		Dehumidifiers	25		Extractors	4		Scrubbers – individual filtration devices totalling a minimum of 5,000 cfm, when combined.			<table border="0" style="width: 100%;"> <tr> <td style="width: 30%; text-align: right;">☐ Yes</td> <td style="width: 30%; text-align: right;">☐ No</td> </tr> <tr> <td style="text-align: right;">☐ Yes</td> <td style="text-align: right;">☐ No</td> </tr> <tr> <td style="text-align: right;">☐ Yes</td> <td style="text-align: right;">☐ No</td> </tr> <tr> <td style="text-align: right;">☐ Yes</td> <td style="text-align: right;">☐ No</td> </tr> <tr> <td colspan="2" style="height: 100px;"></td> </tr> <tr> <td style="text-align: right;">☐ Yes</td> <td style="text-align: right;">☐ No</td> </tr> <tr> <td style="text-align: right;">☐ Yes</td> <td style="text-align: right;">☐ No</td> </tr> <tr> <td style="text-align: right;">☐ Yes</td> <td style="text-align: right;">☐ No</td> </tr> <tr> <td style="text-align: right;">☐ Yes</td> <td style="text-align: right;">☐ No</td> </tr> </table>	☐ Yes	☐ No	☐ Yes	☐ No	☐ Yes	☐ No	☐ Yes	☐ No			☐ Yes	☐ No	☐ Yes	☐ No	☐ Yes	☐ No	☐ Yes	☐ No
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I. <u>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. This requirement will be reviewed in the fall of 2016 to be effective for the calendar year of 2017.</u> <i><u>*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.</u></i>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%; text-align: right;">☐ Yes</td> <td style="width: 30%; text-align: right;">☐ No</td> </tr> <tr> <td colspan="2" style="height: 100px;"></td> </tr> </table>	☐ Yes	☐ No																												
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J. <u>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).</u>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%; text-align: right;">☐ Yes</td> <td style="width: 30%; text-align: right;">☐ No</td> </tr> <tr> <td colspan="2" style="height: 100px;"></td> </tr> </table>	☐ Yes	☐ No																												
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K. Franchisee agrees to enter First Notice of Loss (FNOL) data for all Commercial Losses received, regardless of source (includes local jobs), 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. For LLRT and ERTM, the initial reserve required for contacting CLLD is \$100,000 and \$250,000, respectively.	☐ Yes ☐ No
L. Franchisees 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 Trainer, 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.	☐ Yes ☐ No
M. 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.	☐ Yes ☐ No
N. Franchisee agrees to complete required Training/Certifications as they become available. This requirement will be reviewed in the fall of 2016 to be effective for calendar year 2017. Franchises are encouraged to complete current modules as they become available.	☐ Yes ☐ 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	Date	Signature of Distributor	Date

Note: Franchise Business Consultant is responsible for forwarding the CAPA Form to Corporate.

EXHIBIT V
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 Industries, Inc. offers You a franchise, it must provide this disclosure document to You 14 days before You sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

The State of Iowa requires this disclosure document be provided to You the earlier of: a) the first personal meeting; (b) 14 business days before paying any money; or (c) 14 business days before signing any binding contract.

Following are states that require this disclosure document be provided to You the earlier of: (a) the first personal meeting; (b) 10 business days before paying any money; or (c) 10 business days before signing any binding contract: New York and Rhode Island.

The State of Michigan requires this disclosure document be provided to You the earlier of: (a) 10 business days before paying any money; or (b) 10 business days before signing any binding contract.

If Servpro Industries, Inc. 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 state agency listed on Exhibit ~~MM~~.

Date of Issuance: April 1, ~~2015~~2016

See Exhibit ~~MM~~ for Our registered agents authorized to receive service of process.

I have received a disclosure document dated April 1, ~~2015~~2016 that included the following Exhibits:

A Our Franchise License Agreement with Exhibits

~~B Telephone Number and Domain Name Assignment Agreement and Power of Attorney~~

~~C~~ ServproNET® Policies and Procedures Agreement

~~DC~~ Software Licenses

E Personal Responsibility Statement

~~FE~~ Territorial Policy Acknowledgement

~~GF~~ Promissory Note and Security Agreement

~~HG~~ Deposit to Reserve Territory

~~IH~~ List of Partners, Members, or Shareholders

~~JL~~ Guaranty Agreement

J Confidentiality Agreement

K Confidentiality Agreement

~~L~~ Confidentiality Agreement For Buyer

~~ML~~ Our Audited Financial Statements

~~MM~~ List of State Administrators and List of Agents for Service of Process

~~ON~~ List of Our Distributors

~~PO~~ List of Our Current Franchisees and List of Our Franchisees Who Have Left
The System

QP Transfer of Servpro Franchise and General Release
RQ Select National Accounts Participation Agreement
SR National Accounts Program Agreement
TS Commercial Accounts Participation Agreement
UT ERnet[®] Service Provider Participation Agreement
U Commercial Accounts Program Agreement

In addition, I received the Equipment and Products Package List.

Dated: _____

PROSPECTIVE or RENEWING FRANCHISEE:

**All individuals must sign,
including spouses:**

If a business entity, all must also sign:

(Print Name)

(Name of Business Entity)

(Signature)

(Print Name & Title)

(Print Name)

(Signature)

(Signature)

(Print Name & Title)

(Print Name)

(Signature)

(Signature)

(Print Name & Title)

(Print Name)

(Signature)

(Signature)

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(Print Name)

(Signature)

(Signature)

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~~-www.servpro.com. You will need to obtain a password from Our Franchise Expansion Department for new sales.

Page 2 of 2

**Addendum to Receipts, Item 23 Exhibit V of the
Franchise Disclosure Document for SERVPRO Industries, Inc.**

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:

☐ ☐ Kevin D. Brown, Assistant VP of Marketing
SERVPRO Industries, Inc.
801 Industrial Blvd.
Gallatin, TN 37066
615-451-0200

☐ ☐ Laura Williams, Franchise Expansion Division Manager
SERVPRO Industries, Inc.
801 Industrial Blvd.
Gallatin, TN 37066
615-451-0200

☐ ☐ Todd Wilson, Regional Franchise Expansion Manager
SERVPRO Industries, Inc.
801 Industrial Blvd.
Gallatin, TN 37066
615-451-0200

☐ ~~Denise Upchurch, Assistant~~ ☐ Lura Powers, Franchise Expansion
Manager
SERVPRO Industries, Inc.
801 Industrial Blvd.
Gallatin, TN 37066
615-451-0200

Additional parties with significant contact during the sales and acquisition process.

Servpro Distributor (if applicable):

Name: _____
Servpro of _____
Address: _____
City, State, Zip: _____
Phone: _____

(Print Name)

(Signature)

Other (if applicable):

Name: _____
Company: _____
Address: _____
City, State, Zip: _____
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Please sign this copy of the receipt, date Your signature, and return it to Servpro Industries, Inc., 801 Industrial Boulevard, Gallatin, Tennessee 37066. This disclosure document is also

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Servpro of _____
Address: _____
City, State, Zip: _____
Phone: _____

(Print Name)

(Signature)

(Print Name)

Other (if applicable):

Name: _____
Company: _____
Address: _____
City, State, Zip: _____
Phone: _____

(Print Name)

(Signature)

(Print Name)

(Signature)

(Signature)