



FRANCHISE DISCLOSURE DOCUMENT

Chem-Dry, Inc.
(f/k/a Harris Research, Inc.)
A Utah Corporation
3310 West End Avenue, Suite 620, Nashville TN 37203
www.chemdry.com 800-841-6583

info@belfrangroup.com

The franchise offered is for the establishment and operation of a business offering carpet cleaning, upholstery cleaning, spot removal, hard surface cleaning, and other services, utilizing the Chem-Dry® Franchised Business system, which is sometimes referred to below as the “Franchise” or “Franchised Business.”

The total investment necessary to begin operation of a Chem-Dry Franchised Business is \$117,645 to \$240,995 for a Standard Territory, and \$99,645 to \$222,995 for a Small Territory. This includes \$105,495 - \$111,495 for a Standard Territory, and \$87,495- \$93,495 for a Small Territory that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 ~~calendar days~~ calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact your sales representative at 3310 West End Ave., Suite 620, Nashville, TN 37203.

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 the contract carefully. Review your contract and this disclosure document to an advisor, such as a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make an informed decision. More information on franchising, such as “[A Consumer's Guide to Buying a Franchise](#),” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date:- March 28, 2025, as amended June 30, 2025, as amended October 21 September 30, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit C.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Tennessee. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Tennessee than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
- 3-5. **Turnover Rate.** During the last 3 years, a high percentage of franchised outlets (more than 40%) were terminated, not renewed, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

Certain states may require other risks to be highlighted. If so, check the "State Specific Addenda" pages for your state.

ADDITIONAL DISCLOSURES FOR 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.

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

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

(v) 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).

(vi) 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 ENFORCEMENT BY THE ATTORNEY GENERAL.

If the franchisor's most recent financial statements are unaudited, and show a net worth of less than \$100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
(517) 373-7117
miag@michigan.gov

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

1.1 Our Business and the Franchises Offered

We grant franchises for the establishment and operation of a business that provides carpet cleaning, upholstery cleaning, hard surface cleaning, spot removal, and other services to residential and commercial customers (the “Services”). The Chem-Dry Business can be operated in your Territory from your home for the first 24 months of the Term, and a commercial location thereafter. You will operate your Chem-Dry Business under the trademarks, service marks, trade names, emblems, signs, slogans, insignia and copyrights we have designated for use in connection with a Chem-Dry Business, and that are licensed to you in the Franchise Agreement (“Marks”).

Each Chem-Dry Business will be awarded a geographic territory (the “Territory”) where you may advertise, and solicit business, and where you may also perform services under certain conditions as described in Section 1 of the Franchise Agreement. We grant franchises only in accordance with our Franchise Agreement (the “Franchise Agreement”). A copy of it is attached as Exhibit A-1.

The Chem-Dry Business includes a unique method of process and systems for providing the Services, all of which we (or our affiliates) may improve, further develop or otherwise modify from time to time (collectively, the “System”). We intend to develop, promote, and award Chem-Dry Businesses to maintain a franchised network of local owners which together will conduct the Services under the Marks using methods and operating systems as defined in our operations manual and other manuals or similar written materials. You must operate your Chem-Dry Business according to the System. We have no other business activities although we reserve the right to do so in the future.

1.2 The Franchisor, its Parents, and Predecessor.

The franchisor is Chem-Dry, Inc., formerly known as Harris Research, Inc. Our principal place of business is 3310 West End Ave., Suite 620, Nashville, TN 37203. To simplify the language in this Disclosure Document, “we,” “us,” “our,” “CDI”, and “Chem-Dry” means Chem-Dry, Inc. “You” or “your” means the person or persons to whom a Chem-Dry Business is awarded. If the Chem-Dry Business is awarded to a legal or business entity, “you” or “your” means the legal or business entity and the owners of the legal or business entity.

CDI is a Utah corporation incorporated in March 1994 with its principal business address at 3310 West End Avenue, Suite 620, Nashville, TN 37203. We have an additional location at 1530 North 1000 West, Logan, UT 84321, which was CDI’s principal address from 1993 to May 2012. CDI was originally incorporated in California in November 1977.

We do business under our business name and the name “Chem-Dry.” We do not do business under any other name. We do not conduct and have not conducted business in any other line of business. We do not and have not offered franchises in any other line of business. We began offering franchises under the name and trademarks “Chem-Dry” beginning in 1994, after our predecessors began offering franchises in 1978.

Our agents authorized to receive service of process are listed in Exhibit C of this Disclosure Document.

Our parent, BFG Holdco, Inc. (“BFG Holdco”) is a Delaware corporation formed on August 10, 2011, and has a principal business address of 731 Fairfield Ct, Ann Arbor, MI 48108. BFG Holdco is a wholly owned subsidiary of BELFOR (USA) Group, Inc. (“BELFOR”), a Colorado corporation formed on June 9, 1995, and located at 185 Oakland Ave, Suite 150, Birmingham, MI 48009. BELFOR is a wholly owned subsidiary of BELFOR Holdings, Inc., a Delaware corporation incorporated on May 24, 2006, and located at 185 Oakland Ave, Suite 150, Birmingham, MI 48009. BELFOR offers property and electronic restoration, machinery refurbishment, data and document restoration, mold remediation, emergency and rapid response. As of December 31, 2024, BELFOR owns and operates approximately 154 company-owned locations in the United States and Canada.

BELFOR Holdings, Inc. is fully owned by ASP BF Intermediate Sub, LLC, a Delaware limited liability company formed on December 21, 2018. Its principal business address is 299 Park Avenue, 34th Floor, New York NY 10171. ASP BF Intermediate Sub, LLC purchased BELFOR Holdings, Inc. on April 4, 2019.

1.3 Affiliates

BELFOR also owns the companies that offer franchises in the chart below. The franchising companies have offered franchises since their year of formation, only offer franchises in the line of business in the chart and have never offered franchises in any other line of business. All of the franchising companies in the chart below have the following principal business address: 5405 Data Court, Ann Arbor, MI, except: 1) the Canadian companies have the following principal business address: 3300 Bridgeway Street, Vancouver, British Columbia V5K 1H9; and 2) the principal business address for Winmar is 175 Stonach Crescent, London, ON N5V 3G5. None of our affiliates have offered or currently offer franchises in the type of business being offered under this Disclosure Document.

Company	State/Type of Entity	Date of Formation	Number of Outlets	Franchise Offering
HOODZ International, LLC (“HOODZ”)	Delaware LLC	Oct. 3, 2008	128	Performing commercial kitchen exhaust system cleaning, inspection, maintenance and restoration services.
DUCTZ International, LLC (“DUCTZ”)	Michigan LLC	Mar. 30, 2004	66	HVAC system restoration, coil cleaning, and dryer vent services.
1 800 WATER DAMAGE International, LLC (“1 800 WD”)	Delaware LLC	Apr. 16, 2015	178	Water damage restoration services, mold remediation, odor removal, fire and smoke and related cleaning services.
PLUMBERZ International, LLC (“Z PLUMBERZ”)	Delaware LLC	Mar. 25, 2019	31	Plumbing, sewer, and drain service to residential, commercial, and industrial buildings.
PACKOUTZ International, LLC (“BLUE KANGAROO PACKOUTZ”)	Delaware LLC	August 29, 2019	103	Contents restoration, packing, cleaning, and permanent climate-controlled storage.
Patch Boys International,	Delaware LLC	May 6, 2020	308	Performing light restoration and

Company	State/Type of Entity	Date of Formation	Number of Outlets	Franchise Offering
LLC (“THE PATCH BOYS”)				reconstruction services in residential homes and commercial businesses.
RedBox+ International, LLC (“REDBOX+”)	Michigan LLC	May 28, 2021	253	Dumpster and portable restroom rental services
1-800 BOARDUP International, LLC* (“1-800 BOARD UP”)	Delaware LLC	July 8, 2022	75	Emergency structural stabilization services
Cool Binz International, LLC (“COOL BINZ”)	Michigan LLC	September 29, 2022	3	Temperature-controlled portable storage solutions
JunkCo+ International, LLC (“JUNKCO+”)	Delaware LLC	January 25, 2024	0	Junk removal and demolition services
Safer Home Services International, LLC (“CLEAR PEST PROS”)	Michigan LLC	September 29, 2022	0	Residential and commercial pest control
HOODZ Canada, Inc.	Federal company (Canada)	Oct. 4, 2011	1	Performing commercial kitchen exhaust system cleaning, inspection, maintenance and restoration services.
DUCTZ Canada, Inc. (offers services as “DUCTBUSTERS”)	Federal company (Canada)	Jan. 12, 2018	2	HVAC system restoration, coil cleaning, and dryer vent services.
Patch Boys Canada, Inc. (offers services as “THE PATCH AUTHORITY”)	Federal company (Canada)	Jan. 12, 2018	0	Performing light restoration and reconstruction services in residential homes and commercial businesses.
Winmar (Canada) International Ltd. (“Winmar”)	Federal company (Canada)	Dec. 7, 2018	91	Restoration services for residential and commercial properties across Canada that specialize in water damage, fire and smoke restoration services, mold inspection and removal as well as damage restoration and recovery.

Our affiliate Belfor Franchise Group, LLC (“BFG”), is parent company to the following companies/affiliates that do not currently have or offer franchises, but reserve the right to do so in the future, and may offer products or services to franchisees:

Company	State/Type of Entity	Date of Formation	Principal Address	Number of Outlets	Industry
DUCTZ North America, LLC (“DZNA”)	Delaware LLC	July 24, 2007	5405 Data Court, Ann	5 (company-owned)	HVAC system restoration, coil cleaning, and dryer vent

Company	State/Type of Entity	Date of Formation	Principal Address	Number of Outlets	Industry
			Arbor, MI 48108	DUCTZ Businesses)	cleaning services.
HOODZ North America, LLC (“HZNA”)	Delaware LLC	Nov. 12, 2009	5405 Data Court, Ann Arbor, MI 48108	6 (company-owned HOODZ Businesses)	Commercial exhaust hood system and oven cleaning, inspection, maintenance and restoration services.
PACKOUTZ North America, LLC (“BLUE KANGAROO NA”)	Michigan LLC	March 25, 2019	5405 Data Court, Ann Arbor, MI 48108	1	Contents restoration, packing, cleaning, and permanent climate-controlled storage.
PLUMBERZ North America, LLC (“Z PLUMBERZ NA9”)	Michigan LLC	March 25, 2019	5405 Data Court, Ann Arbor, MI 48108	6	Plumbing, sewer, and drain service to residential, commercial, and industrial buildings.
Cool Binz North America, LLC (“CBNA”)	Michigan LLC	September 29, 2022	5405 Data Court, Ann Arbor, MI 48108	3	Portable storage containers, devices and equipment, including, climate-controlled and non-climate-controlled storage containers, mobile offices, mobile refrigeration units and freezers
Safer Home Services North America, LLC (“SHSNA”)	Michigan LLC	September 29, 2022	5405 Data Court, Ann Arbor, MI 48108	8	Pest protection, termite control, rodent control, and other related services to residential and commercial customers
JunkCo North America, LLC	Michigan LLC	December 18, 2023	5405 Data Court, Ann Arbor, MI 48108	1	Junk removal and demolition services
Hidrent, LLC (offering services as “HELPFUL HEROES”)	Delaware	Jan. 22, 2024	5405 Data Court, Ann Arbor, MI 48108	1	A pioneering technology platform that connects off-duty firefighters with residential or commercial customers in need of safe, trustworthy, and reliable handyman-type services.
BHI Distribution, LLC (“BHI”)	Delaware LLC	Feb. 19, 2008	5405 Data Court, Ann Arbor, MI 48108	1	Procurement and distribution of vehicles, equipment and supplies for BELFOR USA and its affiliates and subsidiaries.
DRIPLOC, LLC	Delaware	May 12, 2010	5405 Data	1	Grease containment, may

Company	State/Type of Entity	Date of Formation	Principal Address	Number of Outlets	Industry
	LLC		Court, Ann Arbor, MI 48108		provide equipment and related services to franchisees.

*1-800 BOARDUP International, LLC is a “fractional franchise” as it is defined in 16 CFR §436,2(d) (2007). In some states, 1-800 BOARDUP, International, LLC is not considered a franchise.

BFG Holdco, our parent, also owns the following franchise companies/our affiliates that offer the franchise offerings in the chart below and that may also offer products or services to franchisees:

Company	State/Type of Entity	Date of Formation	Principal Address	Number of Outlets	Industry
NHance, Inc. (“NHI”)	Delaware Corp.	Dec. 31, 2012	1530 North 1000 West, Logan, UT 84321	255 (plus 1 Master franchisee in Canada)	Wood cleaning, coating, protection and other wood care and renewal products and services for wood flooring, cabinetry, trim, and other wood furnishings
Devere International, Inc. (“DII”)	California Corp.	Sept. 1987	3310 West End Ave., Suite 620, Nashville, TN 37203	27	Offers Chem-Dry master franchises outside of the United States and Canada

1.4 Market and Competition

Following the System, you will market your Chem-Dry Business services directly to residences and commercial businesses that require the Services. We encourage you to study potential markets and the competition that may already exist. You will experience competition from other independent businesses and national franchisors that provide similar services and products.

The market for carpet cleaning and other services is developed in most geographic areas and competition will depend upon the number of businesses in your area capable of performing similar services, and the number of people in the area aware of the availability and benefits of such services.

There may be Chem-Dry franchises near your Territory that operate under a different business format and operating procedures.

1.5 Laws and Industry Regulations

Your Chem-Dry Business will be subject to various federal, state and local laws and regulations concerning the proper handling and disposal of cleaning products used in, and wastewater generated by the Chem-Dry Business and to offer the Services. You should investigate the application of these laws further and make inquiries about other laws that may be applicable to your Chem-Dry Business.

The Chem-Dry Business will also be subject to various federal, state and local laws, and regulations affecting the business, including, among others, federal, state and local laws, rules and regulations governing franchises, licensing, permits, zoning, the EPA, and other federal and state environmental protection statutes, OSHA, and other federal, state and local laws regarding hazardous substances and waste, land use, construction regulations and various health, sanitation, safety and fire standards. You are also subject to employment laws such as the EEOC, Fair Labor Standards Act, Americans with Disabilities Act and various state laws governing such matters as minimum wages, overtime and working conditions. There may be federal, state and local laws which affect your Chem-Dry Business in addition to those listed here.

You should investigate whether there are any state or local regulations or requirements that may apply in the geographic area in which you intend to conduct business. You should consider both their effect on your business and the cost of compliance. You are responsible for obtaining all licenses and permits which may be required for your business.

ITEM 2: BUSINESS EXPERIENCE

President: Edward Quinlan

Mr. Quinlan became President of Chem-Dry, in Logan, Utah, in October 2019. Previously, he served as Senior Vice President of Operations of Chem-Dry from July 1, 2018 and was Director of Marketing in Logan, Utah from July 2006 until July, 2018.

Vice President of Franchise Operations: Christopher Seman

Mr. Seman became Vice President of Franchise Operations for CDI, in Ann Arbor, MI, in June 2025. Prior to his role with CDI, he was President and Chief Development Officer of Strategic Franchising in Blue Ash, Ohio from January 2012 until December 2024.

Director of Operations: Kati Buckland

Ms. Buckland became our Director of Operations in Ann Arbor, MI on October 14, 2024. She joined Chem-Dry on August 15, 2022 as Director of New Franchise Owner Success and was located in our Logan, UT office. Prior to that Ms. Buckland was a Chem-Dry franchisee located in Albuquerque, NM from Sept 2000 through August 2022.

President of BELFOR Franchise Group, LLC: Rusty Amarante

Mr. Amarante has served as President of BELFOR Franchise Group, LLC located in Ann Arbor, MI from March 2012 to the present. Mr. Amarante has served as Director of Operations for BELFOR USA Group, Inc., located in Birmingham, MI, from November 1999 to the present. Mr. Amarante also serves as Executive Chairman of BFG Holdco, located in Nashville, TN from July 2019 to the present and was President of our affiliate, Redbox+ International, LLC, in Ann Arbor, MI from September 2022 to January 2024.

Chief Executive Officer of BELFOR Franchise Group, LLC: Sheldon Yellen

Mr. Yellen has been Chief Executive Officer of HOODZ International, LLC, BELFOR Franchise Group, LLC and HOODZ North America, LLC, located in Ann Arbor, MI from October 2008 to the present. Mr. Yellen also has served as Chief Executive Officer for DUCTZ International LLC and DUCTZ North America, LLC, located in Ann Arbor, MI from July 2007 to the present. Mr. Yellen also serves as Chief Executive Officer of 1 800 WATER DAMAGE International, LLC

and 1 800 WATER DAMAGE North America, LLC, located in Ann Arbor, MI, from April 2015 to the present. Mr. Yellen has served as Chief Executive Officer for BELFOR USA Group, Inc., located in Birmingham, MI, from April 2004 to the present. Mr. Yellen also has served as Director and CEO of BELFOR Holdings, Inc., in Birmingham, MI, since its inception in September 2006 to the present. Mr. Yellen also serves as Director of BFG Holdco, located in Nashville, TN from July 2019 to the present.

Chief Financial Officer of BELFOR Franchise Group, LLC: David Robertson

Mr. Robertson became Chief Financial Officer for BELFOR Franchise Group LLC, in Ann Arbor, MI, in October 2023. Prior to joining us, he was President of Lake's Lawn & Landscape, in Waterford, MI, from April 2023 through October 2023. From April 2018 through April 2022, Mr. Robertson was Senior Vice President and CFO of Altarum Institute in Ann Arbor, MI.

Senior Vice President of Legal and Franchise Administration: Melanie Parker

Ms. Parker has been the Senior Vice President of Legal and Franchise Administration for all brands owned by BELFOR Franchise Group, LLC since September 2019. Ms. Parker became the Vice President of Legal and Franchise Administration for CDI in October 2015, and serves in the same capacity for NHI, since October 2015.

Senior Vice President of Franchise Sales and Development: Doug Smith

Mr. Smith has been the Senior Vice President of Franchise Sales and Development for all brands owned by BELFOR Franchise Group, LLC since September 2019. Mr. Smith joined the management team at CDI in August 2015 as Senior Vice President of Franchise Sales and Development.

Senior Vice President of Marketing: Abigail Baker

Ms. Baker became the Sr. Vice President of Marketing in May 2023 after serving as Vice President of Marketing for NHI and CDI in Nashville, TN beginning February 2021. Previously, she joined CDI and NHI in July 2016 as the Director of Marketing in Nashville, TN.

Chief Financial Officer: Janette Sims

Ms. Sims became Chief Financial Officer for CDI, and NHI, in Nashville, TN, in November 2020. Previously she was Controller of CDI and NHI from August 2014 until November 2020.

ITEM 3: LITIGATION

Pending Claims:

[Carpet Restorations, LLC v. Chem-Dry, Inc. f/k/a Harris Research, Inc., AAA No. 01-25-0003-6438 \(Filed July 31, 2025\). A franchisee filed a demand for arbitration alleging breach of contract, breach of the implied covenant of good faith and fair dealing, bad faith, violation of the Tennessee Consumer Protection Act \(TCPA\), and fraud and/or negligent misrepresentation for Chem-Dry's decision to discontinue its "Green Certification" program. The franchisee seeks monetary damages of at least \\$500,000, as well as attorneys' fees and costs. The matter is in its initial stages, and the parties have not yet engaged in discovery.](#)

Prior Claims:

Pending Claim:

Chem-Dry, Inc., v. SSCD, Inc., Walter Shipman, and Betsy Shipman, Case No. 1:25-cv-01401 (US Dis. Ct. Filed Feb. 10, 2025). This matter was filed by CDI against former franchisees for breach of their post-termination covenants against competition, breach of contract, violation of trade dress, unjust enrichment, and other related claims. The parties are actively pursuing a settlement.

Prior Claim:

Hospitality Future Labs, LLC and Adam Schroder v. Harris Research, Inc., et al., No.: 22-0000081 (Haw. Cir. Ct. Filed March 24, 2022). This matter was filed in the Circuit Court of Hawai'i, Second Circuit by a former Chem-Dry franchisee against HRI and several individual defendants alleging breach of contract, breach of fiduciary duties, tortious interference, defamation, conversion, statutory violations, and infliction of emotional distress. There was a parallel arbitration proceeding as *HRI v. Hospitality Future Labs, LLC and Adam Schroder*, AAA No. 01-21-0004-1006, before the American Arbitration Association. The parties settled the matter on May 5, 2023, and HRI paid to Hospitality Future Labs, LLC and Adam Schroder a settlement sum of \$225,000.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

5.1. Initial Fees for Franchises

Upon signing the Franchise Agreement, you must pay an initial franchise fee of \$36,000 for a Standard Territory and \$18,000 for a Small Territory (the "Initial Franchise Fee"). The Initial Franchise Fee is deemed fully earned upon payment and non-refundable under any circumstances. The Initial Franchise Fee purchases a Territory that will encompass between approximately 100,000 to 150,000 households for a Standard Territory and approximately 75,000 households for a Small Territory. You may purchase additional territory for a cost of \$0.20 per household up to a maximum total of 180,000 households for a Standard Territory.

If you wish to purchase multiple Franchise Territories at the time you sign your first Franchise with us, then we will discount the Initial Franchise Fee for the additional Franchise Agreement(s) by \$5,400 for a Standard Territory and \$2,700 for a Small Territory. The discount is only applicable if you purchase additional Franchise Territories at the same time as your initial Franchise purchase, and the discount will be applied to the Initial Franchise Fee for the additional

territories only. The discount cannot be combined with any other discount and will not be granted toward any future Territory expansions.

Initial Package Fee

You must also obtain an initial package (“Initial Package”) that will cost \$69,495 (the “Initial Package Fee”). The Initial Package includes equipment, supplies, and inventory needed to begin operation and logo wear, stationery, digital marketing, consumables, promotional items, safety items, and the Convention Allowance. The “Convention Allowance” covers the registration for one person to attend the first Chem-Dry convention (the “Convention”) that is scheduled following your successful completion of our initial training program. The Convention Allowance is fully earned once paid and cannot be used to offset any other expenses or requirements.

The Initial Franchise Fee offsets the expenses we incur in registering, marketing, awarding, training, and opening new franchises. The Initial Franchise Fee and Initial Package Fee are non-refundable and deemed fully earned upon payment.

Discounts

We provide a 20% discount on the Initial Franchise Fee for the first Franchise to veterans of the U.S. Armed Forces who have been honorably discharged or otherwise meet the requirements of IFA’s VetFran program. We reserve the right to require proof that the applicant qualifies for this discount. We also offer a 10% discount on the Initial Franchise Fee on the first Franchise Territory to first responders, which include sworn police officers, paid and volunteer firefighters, and paid and volunteer emergency medical technicians and paramedics. This discount may not be used in conjunction with the Veteran discount. We reserve the right to require proof that the applicant qualifies for this discount.

We may provide discounts of the Initial Fees to qualified candidates operating existing carpet cleaning businesses. The amount of any discounts will be negotiated between you and us. In negotiating any discounts, we will consider such factors as your business performance, geographic location, the condition of your equipment and vehicles, and market conditions.

From time to time, we may offer incentives of cash grants, equipment, product, or other items as an inducement to prospective franchisees when business circumstances warrant and in states where such incentives can be offered without restrictions. We reserve the right to change or cancel any offer at any time.

5.2 Related Franchisee Package

If you are currently a franchisee in good standing, as determined by us, with one of our franchising affiliates (a “Related Franchisee”), then you may qualify to purchase a Chem-Dry Business with a discounted Initial Franchise Fee. The initial fees for a Related Franchisee will be 25% off of the then-current Initial Franchise Fee, and such discounted fee is limited to up to two (2) Franchises, which must be purchased at the same time.

A Related Franchisee cannot use any other discounts.

5.3 Renewals and Transfers

Upon the expiration and renewal of your franchise agreement, you will not be required to pay the Initial Franchise Fee, but you must pay our then-current Renewal Fee, and you may be required by us to purchase new or additional equipment, in our discretion, at your sole expense.

If you are acquiring your Chem-Dry Business via transfer, then (a) we currently waive the Initial Franchise Fee, (b) you or the seller must pay our then-current Transfer Fee, and (c) you may be required to purchase some or all of the Initial Package, in our discretion, at your expense.

ITEM 6: OTHER FEES

Name of Fee (Note 1)	Amount	Due Date	Remarks (Note 1)
Royalty	Between 4% and 7% of Gross Sales, beginning the first month after Initial Training. Beginning in your 13th month of operation of the Franchise, Royalty payments are subject to a required minimum monthly Royalty payment.	This fee is due by automatic debit each month by the 10 th (or another day we may designate) for Gross Sales generated during the preceding month (Note 3).	See Notes 2, 4, 5 and 6
Ongoing Purchases	Product Costs, generally between \$5,000 and \$50,000 annually.	Upon receipt of invoice	Includes various cleaning products of which we are the sole supplier, including our core cleaner, The Natural®
Brand Marketing Fee	Up to 3% of Gross Sales, beginning in month 13 of franchise operation. Brand Marketing Fee payments are subject to a minimum monthly payment of no less than \$150 for the Standard Territory and \$75 for the Small Territory.	This fee is due by automatic debit each month by the 10 th (or another day we may designate) for Gross Sales generated during the preceding month.	Your contribution to our Brand Marketing Fund for the common benefit of System franchisees.
Technology Fee	Actual costs charged by third party vendor, plus up to fifteen percent (15%) of the cost for administration. Presently, the Technology	This fee is due by automatic debit each month by the 10 th (or another day we may designate).	We provide website/landing pages, business number phone, and Customer Service Management Software for use in the Business.

Name of Fee (Note 1)	Amount	Due Date	Remarks (Note 1)
	Fee is \$450 per month		We may employ third party vendors to perform such tasks.
Renewal Term Fee	Currently, \$3,600	Upon the preparation of the Franchise Agreement for a renewal term	<p>You will sign our then-current Franchise Agreement for the renewal term, which may include materially different terms, including the Royalty rate and/or Territory.</p> <p>This fee may increase up to ten percent (10%) each year of the term.</p>
Transfer Fee	Currently, \$3,600	Due upon the preparation of the new Franchise Agreement or assignment by Franchisor.	This fee may increase up to ten percent (10%) each year of the term.
Broker Fee – Resale or Other Transfer	If you authorize us to enlist a third-party broker to locate a transferee for your business, there will also be a broker fee, which is approximately \$30,000.	Due upon closing of the sale of the Business	<p>Payable only if the third-party broker located the transferee. Payable to and imposed and collected by us if a broker fee was paid by us to the third party. Payable to and imposed and collected by the broker if we do not pay a broker fee to the third party.</p>
Additional Training or Hosting Fee	\$75 per person, per day, of any training conducted at our headquarters, or our then-current fee, plus all travel, lodging, and meal expenses.	Due by automatic debit the following Friday (or any other day we may designate) after the completion of training	Initial Training to you or your Designated Manager and one other person is included with the franchise. You may designate, with our approval and on a “space available basis,” additional persons to

Name of Fee (Note 1)	Amount	Due Date	Remarks (Note 1)
			attend initial training for the Hosting Fee. This fee may increase up to ten percent (10%) each year of the term.
Convention, Regional Meetings and/or Additional Training	\$1,000 maximum per person to attend the Convention, and (b) \$0 - \$500 per person per event for Regional Meetings and/or Additional Training.	Before the start of the event	Contribution for meeting space, meals, audio visual rental, workbooks, speakers, etc. Does not include travel, lodging or all meals. Location varies, these fees are payable to and imposed and collected by third parties. The Convention and Regional Meeting Fees may be increased by us up to 25% each year of the Term.
Outstanding Royalties, Support Fees, and other fees of Transferor	Will vary under circumstances	Due 6 weeks prior to transferee's execution of its Franchise Agreement	In a transfer, the transferee promises to pay us at the time of closing the following fees if they are not timely paid by the transferor: Royalties, Referral Fees, amounts owed for purchases from us, Late Payment Fees, Late Report Fees, Interest Fees, NSF Fees and any other fees owed, plus interest, as well as any applicable broker fees.
Renovation, Refurbishing, and Remodeling Fees	Actual Costs	When incurred	We may require you to replace, renew, refurbish, or remodel your leased premises,

Name of Fee (Note 1)	Amount	Due Date	Remarks (Note 1)
			vehicles, vehicle wrap, and equipment to meet our current System Standards and condition requirements at any time during the Term, in our sole discretion, and at your expense. You must maintain all vehicles in good working condition at all times. There are no limits on this requirement, and these fees may be paid to us or to third parties.
Late Report Fee	\$50 per week	Due by automatic debit the Friday after the report is late	Due for each week a required report is late. This fee may increase up to ten percent (10%) each year of the term.
Late Payment Fee	\$50 per day	Due by automatic debit on the Friday following the due date for each late payment	Due for any payment that is not paid when due. This fee may increase up to ten percent (10%) each year of the term.
Administrative Fee	Currently, \$500 per transaction.	As incurred	Due when you request or we are required to amend the Franchise Agreement, or when you ask us to consent to various transactions or to services for which a specific fee is not imposed elsewhere in this agreement or the System. We may increase this fee by up to 10% per year of the Term.

Name of Fee (Note 1)	Amount	Due Date	Remarks (Note 1)
Collection Fee	Up to 35% of gross amounts collected on your behalf.	As incurred	Due if/when we collect payment on your behalf for customers who are delinquent in their payment of 180 days or more.
Non-Sufficient Funds (NSF) Fee	Presently \$50 per NSF	Due by automatic debit the Friday after the NSF occurs.	Due if and when we debit your account for monies owed and there are insufficient funds available. We may increase this fee by up to 10% per year of the Term.
Convention Non-Attendance Fee	Presently \$1,000	Due to us if you fail to attend the Convention and did not receive our prior written permission.	See Note 7 We may increase this fee by up to 10% per year of the Term.
Non-Compliance Fee	Presently \$5,000 or, for out-of-territory infractions, the greater of \$1,000 or 50% of the total invoice for the job, whichever is higher.	Due by automatic debit 30 days after written notice.	Due if you breach the Franchise Agreement and fail to cure or if you advertise, provide services to customers or establish an office outside of the Territory without our prior written consent. If you do so, then you must pay us this fee. We may increase this fee by up to 10% per year of the Term See Note 8
Audit	Due only if an inspection is necessary. Cost of inspection or audit	Due by automatic debit 15 days after billing	Due if an inspection or audit is made necessary by your failure to (a)

Name of Fee (Note 1)	Amount	Due Date	Remarks (Note 1)
	estimated at \$2,500-\$3,500, plus 100% of understated Royalty and interest, at the rate of 18% per annum or the maximum rate permitted by applicable law, whichever is greater, and all late fees, from the date originally due until the date of payment; if an understatement of Royalty is greater than 3%, you also must pay us an additional penalty fee equal to 10% of the total amount of the understated Gross Sales.		furnish reports, supporting records, or other information as required, (b) furnish these items on a timely basis, (c) use the Chem-Dry Required Software for scheduling and invoicing, or if an understatement of Royalty is greater than 3% for any period reviewed.
Insurance	Cost of insurance; If you fail to maintain the required insurance, we have the right to procure insurance on your behalf and you must pay us, on demand, for the costs and premiums we incur.	As invoiced	You are required to maintain the types and amounts of insurance specified in Item 8 and, as more detailed, the Franchise Agreement.
Interest Fee	18% per annum or the maximum permitted by law	Due by automatic debit in the same manner as the Royalty	Due on all overdue amounts from the date the amounts were originally due.
Indemnification	Actual Costs	As incurred	You must reimburse us if we are held liable for claims directly or indirectly arising out of your Chem-Dry Business's operation. Your obligation to indemnify us will survive the termination or expiration of your Franchise Agreement. This includes costs we incur in resolving customer complaints

Name of Fee (Note 1)	Amount	Due Date	Remarks (Note 1)
Costs and Attorneys' Fees	Actual Costs	As incurred	See Note 9.
BFG National Accounts Program Handling & Processing Fee ("NORA Fee")	Then-current fee per account; presently this fee is up to 15% of Gross Sales generated by the NORA Account.	As incurred	Optional Program. See Note 10
Management Fee	Our actual costs, plus 20% of Gross Sales, in addition to Royalties and Brand Fund Fees.	Upon invoice	Payable if we or our affiliates or Company Stores are required to temporarily step in and operate your Chem-Dry Business due to default, abandonment, or other reason
<u>Liquidated Damages</u>	<u>The sum of Royalties paid over the past 36 months, or the Minimum Royalty for 36 months, whichever is greater.</u>	<u>Within 30 days of termination of the franchise agreement.</u>	<u>Payable upon termination of the franchise agreement prior to its expiration.</u>

Notes:

The preceding table describes other recurring or isolated fees or payments that you must pay to us or our affiliates, or which we or our affiliates may impose or collect on behalf of a third party, in whole or in part.

1. All fees, unless otherwise specified, are uniformly imposed and collected by and payable to us. All fees are non-refundable and deemed fully earned upon payment.
2. Subject to the Minimum Monthly Royalty Requirement, you shall pay to us a tiered monthly royalty, subject to the stated monthly minimum, as follows (collectively, the "Royalty"):

Annual Gross Sales for Standard Territory	Royalty Percentage Due
"Tier 1": \$0 to \$500,000	7% on Tier 1 Gross Sales
"Tier 2": \$500,001 to \$1,000,000	6% on Tier 2 Gross Sales
"Tier 3": \$1,000,001 to \$1,500,000	5% on Tier 3 Gross Sales

“Tier 4”: \$1,500,001 and up	4% on Tier 4 Gross Sales
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Annual Gross Sales for Small Territory	Royalty Percentage Due
“Tier 1”: \$0 to \$250,000	7% on Tier 1 Gross Sales
“Tier 2”: \$250,001 to \$500,000	6% on Tier 2 Gross Sales
“Tier 3”: \$500,001 to \$750,000	5% on Tier 3 Gross Sales
“Tier 4”: \$750,001 and up	4% on Tier 4 Gross Sales

For a hypothetical large territory business that has sales for the calendar year of \$1,250,000, the Royalty would be calculated as follows:

Tier 1: $\$500,000 \times 7\% = \$35,000$, plus, Tier 2: $\$500,000 \times 6\% = \$30,000$, plus, Tier 3: $\$250,000 \times 5\% = \$25,012,500$, for a total Royalty within the calendar year of \$90,077,500. The franchise would then begin the subsequent year at Tier 3 paying 5% on Gross Sales until achieving Tier 4 status. Should the franchise not achieve Gross Sales in the subsequent calendar year of at least Tier 3, the franchise would revert back to the highest achieved Tier for that year for purposes of calculating Royalties for the year thereafter. For purposes of paying the Royalty, we follow the calendar month.

3. Before opening the Chem-Dry Business, you must sign and deliver to us the prescribed form of authorization to debit the Chem-Dry Business’s checking account automatically for all fees due us which is attached to the Franchise Agreement as Exhibit F.
4. You will pay the tiered percentage Royalty based on your Gross Sales each month. Notwithstanding the percentage Royalty required, you will be required to pay the Minimum Monthly Royalty Requirement amount in the chart below if that sum is higher than the percentage Royalty, and you must generate Minimum Monthly Gross Sales as stated below in the below chart. For the following months, the Minimum Monthly of Gross Sales will be:

Months in Operation	Minimum Monthly Gross Sales Requirement Per Standard Territory	Minimum Monthly Royalty Payment
13 to 24 months	\$16,700	\$900
25 to 36 months	\$33,300	\$1,700
37 to 48 months	\$50,000	\$2,300

49 to 60 months	\$66,700	\$3,000
Greater than 61 months	\$83,300	\$3,100

Months in Operation	Minimum Monthly Gross Sales Requirement Per Small Territory	Minimum Monthly Royalty Payment
13 to 24 months	\$8,300	\$400`
25 to 36 months	\$16,700	\$900
37 to 48 months	\$25,000	\$1,100
49 to 60 months	\$33,300	\$1,500
Greater than 61 months	\$41,700	\$1,600

5. For purposes of paying the Royalty, we follow the calendar month. The Royalty will be assessed to you upon the date of the original invoice issued to the Customer, regardless of whether the invoice is paid in full. If you transfer the Franchise Agreement to a new owner, the Royalty for all jobs completed prior to the transfer must be paid on the day of closing, regardless of whether the invoice(s) is paid in full. On the effective date of termination of the Franchise Agreement, either by you or us, you must pay us the Royalty for all jobs. We will draft the Royalty from your bank account on the tenth (10th) day of the calendar month (or another day we may designate) for the preceding month. You must pay the Royalty by electronic funds transfer or by such other means as we may specify. We may periodically specify other dates for payment of the Royalty.

If for any reason you and/or the Chem-Dry Business is found to be out of compliance with the Franchise Agreement, we reserve the right to refuse to reduce your Royalty rate or reset the Royalty rate to 7% for the remainder of the calendar year, at which time you must re-qualify for the discounted Royalty for the following year.

6. “Gross Sales” means all revenue generated from operating the Chem-Dry Business, whether in cash, in services in kind, from barter and/or exchange, or otherwise, less any sales tax or refunds for non-salvageable items. Commissions paid to lead sources may not be deducted from Gross Sales for purposes of calculating Royalties.
7. If you fail to attend the Convention, without our prior written permission, you must pay the Convention Non-Attendance Fee of \$1,000. If you miss your first Convention offered following your franchise acquisition, the Convention Allowance included in the Initial Package will be applied toward the Convention Non-Attendance Fee.
8. We have the right to assess then-current fine amount for conduct that violates the terms of this Agreement, including, but not limited, operating, advertising, or establishing an office

outside of your territory (“Out-of-Territory Conduct”), use of unapproved equipment in operating the Franchised Business, selling or using unapproved Products or Services through the Franchises Business, misuse of the Marks, use of unapproved marketing materials, and other violations of franchisee’s duties under the Franchise Agreement. This fee is in addition to, and not in lieu of, any other rights and remedies for breach that we have under the Agreement.

9. If you are in breach or default of any monetary or non-monetary material obligation under the Franchise Agreement or any related agreement between you and us or our affiliates, and we engage an attorney to enforce our rights (whether or not formal judicial proceedings are initiated), you must pay all reasonable attorneys’ fees, court costs and litigation expenses we incur. If you institute any legal action to interpret or enforce the terms of the Franchise Agreement, and your claim in such action is denied or the action is dismissed, we are entitled to recover our reasonable attorneys’ fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.
10. We may provide services to national and/or regional accounts that require centralized overview and support, and for purposes of responding to requests and referrals for Services through our franchise system, managing those relationships, answering calls placed to our toll-free number or a national account on-line access system. In that case, we may charge you a National or Regional Accounts Fee (“NORA Fee”) of fifteen percent (15%) of Gross Sales generated by the account. The purpose of this fee is to defray the cost of providing national/regional account management services to the franchise system. We do not plan to charge a fee for simple referrals where we do not directly manage the relationship with the customer, but we reserve the right to do so.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Standard Territory Franchise

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
Initial Franchise Fee (1)	\$36,000	\$42,000	Lump sum	On signing the Franchise Agreement	Us

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
Initial Package Fee ⁽²⁾	\$69,495	\$69,495	Lump sum	On signing the Franchise Agreement	Us or Third Parties
Vehicles ⁽³⁾	\$0	\$75,000	As arranged	Before opening	Third Parties
Installation Costs ⁽³⁾	\$600	\$6,000	Lum Sum	As Agreed	Third Parties
Insurance ⁽⁴⁾	\$600	\$7,000	As agreed	Annually, before opening, as incurred	Insurance Companies
Full time Service Technician ⁽⁵⁾	\$6,000	\$8,000	Payroll	Per your payroll policy	Employee
Technology System / Computer, Software, Telephone, and Electronic Mail ⁽⁶⁾	\$800	\$4,000	Lump sum	As incurred	Third Parties
Rent ⁽⁷⁾	\$0	\$5,000	As agreed	As specified in lease	Lessor
Leasehold Improvements ⁽⁸⁾	\$0	\$5,000	As agreed	Before opening as incurred	Contractors and Vendors
Security Deposits / Utility Deposits	\$0	\$3,500	Lump sum	As incurred	Third Parties
Costs Incurred While Attending Training ⁽⁹⁾	\$1,250	\$3,000	As incurred	Before opening as incurred	Airlines, Hotels, Restaurants, Employees
Miscellaneous Pre-opening Expenses ⁽¹¹⁾	\$400	\$4,000	As incurred	Before opening as incurred	Third Parties
Additional Funds – 3	\$2,500	\$9,000	As incurred	As incurred	Vendors, Employees and

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
months ⁽¹²⁾					Third Parties
TOTALS	\$117,645 to \$240,995				

B. Small Territory Franchise

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
Initial Franchise Fee ⁽¹⁾	\$18,000	\$24,000	Lump sum	On signing the Franchise Agreement	Us
Initial Package Fee ⁽²⁾	\$69,495	\$69,495	Lump sum	On signing the Franchise Agreement	Us or Third Parties
Vehicles ⁽³⁾	\$0	\$75,000	As arranged	Before opening	Third Parties
Installation Costs ⁽³⁾	\$600	\$6,000	Lum Sum	As Agreed	Third Parties
Insurance ⁽⁴⁾	\$600	\$7,000	As agreed	Annually, before opening, as incurred	Insurance Companies
Full time Service Technician ⁽⁵⁾	\$6,000	\$8,000	Payroll	Per your payroll policy	Employee
Technology System / Computer, Software, Telephone, and Electronic Mail ⁽⁶⁾	\$800	\$4,000	Lump sum	As incurred	Third Parties
Rent ⁽⁷⁾	\$0	\$5,000	As agreed	As specified in lease	Lessor
Leasehold Improvements ⁽⁸⁾	\$0	\$5,000	As agreed	Before opening as incurred	Contractors and Vendors

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
Security Deposits / Utility Deposits	\$0	\$3,500	Lump sum	As incurred	Third Parties
Costs Incurred While Attending Training ⁽⁹⁾	\$1,250	\$3,000	As incurred	Before opening as incurred	Airlines, Hotels, Restaurants, Employees
Miscellaneous Pre-opening Expenses ⁽¹¹⁾	\$400	\$4,000	As incurred	Before opening as incurred	Third Parties
Additional Funds – 3 months ⁽¹²⁾	\$2,500	\$9,000	As incurred	As incurred	Vendors, Employees and Third Parties
TOTALS	\$99,645 to \$222,995				

Notes

Our estimate of your initial investment to develop one Chem-Dry Business is described in the table above. The estimate covers the period before the opening of your franchise and includes a category for additional expenses you may incur during the initial three-month phase after the opening of your franchise. The estimate does not include an owner's salary or draw. The estimate also does not include cash requirements to cover operating losses or owner's draw after the initial three-month phase of the franchise. You may need additional funds available to cover your personal living expenses and any operating losses after the initial phase of your franchise. The estimates below also do not reflect an amount for investment in real estate, since it is assumed that you will lease your premises. We urge you to retain the services of an experienced accountant or financial adviser in order to develop a business plan and financial projections for your franchise.

Your actual investment may vary depending on local conditions particular to your geographic area or market, such as real estate demand, availability and occupancy rates. Additional variables that may impact your initial investment may be: the size of your facility; age of the structure; length of your lease or other instrument granting you the right to occupy the premises; if your space is to be built out by the developer with no initial out-of-pocket costs to you; lease arrangements; location in the market; costs of demolishing existing leasehold improvements; construction costs; other variable expenses and whether you currently hold a lease for an acceptable location.

In general, none of the expenses listed in the above charts are refundable, except security or utility deposits may be refundable.

1. See Item 5 for an explanation of the amount and refundability of the Initial Franchise Fee. We may offer you financing for a portion of the Initial Franchise Fee if you meet our qualifications. We may finance up to 50% of the Initial Franchise Fee for a Franchise with a minimum down payment of 50% of the Initial Franchise Fee for a term of three (3) years with a 9% annual interest rate. The monthly payment will vary depending on the amount you choose to finance, any discounts you may receive, and the term of the loan.— See Item 10 for further details.

2. See Items 5 and 11. You must purchase from our Approved Supplier an Initial Package consisting of product, equipment, logo wear, stationery, digital marketing, promotional items, and a Convention Allowance.— We will provide recommendations regarding other small tools and supplies that you may choose to purchase.

3. You must purchase or lease at least one van for use in connection with each Territory that complies with our specifications. The vehicle must be in good operating condition regardless of age of vehicle. All vehicles must be rust and dent free. We reserve the right to inspect and approve all vehicles used in your Chem-Dry Business, and we may require you to upgrade, refurbish or remodel your vehicles such that they comply with our System at any time. The low range in the above chart assumes that you have an existing white vehicle that complies with our specifications that does not have wrapping that needs to be removed. The high range in the above chart assumes that you are purchasing a brand-new vehicle. You are required to only use vehicle signs and wrapping we permit. All vehicle wraps may only be performed by our authorized vendors.

4. You must procure, maintain and provide from our approved vendors, liability and other insurance policies for your vans and your Chem-Dry Business as described in the Franchise Agreement. These costs will increase if you operate more than one Territory or if you choose to accept and perform NORA work. See Item 8 of this Disclosure Document for more information regarding our insurance requirements. Each specified policy of insurance must meet the following requirements: (a) the policy must name us, BELFOR USA Group, Inc., and BELFOR Franchise Group, LLC (and any of our affiliates that we reasonably specify) as an additional insured; (b) the policy must not be subject to cancellation, modification or amendment except after 30 days written notice to us; (c) the insurance must be placed with an insurance carrier with an AM Best's Rating of not less than A; and (d) the policy must provide that failure by you to comply with any term, condition or provision of the insurance contract, or other conduct by you, will not void or otherwise affect the coverage afforded us.

5. You must dedicate a full-time service technician to perform the actual services for the Business. The low range estimate is based on a Managing Owner working with the technician and the high range estimate is based on employing a technician with prior carpet cleaning experience.

6. We will provide you with the business phone number to be used by the Chem-Dry Business. The number will be forwarded to any device that you choose. The low estimate is based on having this business number forwarded to your existing device(s). The high range estimate is based on the Chem-Dry Business acquiring a second landline with a separate phone service provider. You must have a computer located at your Office that meets the requirements of System and for handling our then-current franchise management software, QuickBooks, and any other

software we may require. This estimate also includes both necessary and optional equipment, necessary to operate your Chem-Dry Business in one territory over the first three months of operation, including an IOS phone or tablet, or approved equivalent for use in connection with your Chem-Dry Business.

7. You may operate your Chem-Dry Business from your home for the first 24 months of operations if your home is located within your Territory. Otherwise, you are required to operate from an industrial park or commercial space within your Territory. Landlords typically require a lease deposit of one or two-months' rent. We will not evaluate the location of your commercial space. Your rent may be subject to escalation clauses based on inflation or other factors as provided in your lease. The annual rent amount may vary significantly depending on the area of the country, condition, location and size of the location and the demand for the location among prospective tenants. The rent could exceed the estimated amounts in major metropolitan markets. Your initial investment will be much greater if you purchase real estate and construct your premises and we do not have any estimate of those costs.

8. If you purchase or lease commercial space, you must do so in accordance with our specifications. This range includes exterior signage, construction of a designated area rug cleaning pit area, build-out for office space, and professional fees. Your actual costs will vary depending on the size and location of the space, the condition of the space, and material and labor costs in your area.

9. Although we do not charge any additional fees for the Initial Training program for up to two people, you must pay any wages due to your employees as well as travel, food and lodging expenses incurred by you and your employees during Initial Training. The cost will depend on the distance you and your employees must travel and the type of accommodation you choose.

10. Your miscellaneous pre-opening expenses may include, installation of telephones, legal or accounting services, office supplies, internet access and other start-up business expenses.

11. These estimates represent the additional funds necessary for the first three (3) months of your Chem-Dry Business operations if you are developing one Territory. You will need more funds if you are developing more than one Territory. This item includes a variety of expenses and working capital requirements you may experience in the initial months after opening, such as the cost of additional supplies, optional purchases, and other miscellaneous costs.

12. These estimates are amounts needed for each Territory in which you operate your Chem-Dry Business. We relied on the experience of our existing franchise locations to compile these estimates. You should review these figures carefully with a franchised business advisor before making any decision to purchase the franchise. The availability and terms of financing from third parties will depend on such factors as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

8.1 Required Purchase of Initial Package and Equipment

You must purchase the Initial Package from us, our affiliate(s), or a designated supplier. The items included in the Initial Package may change to reflect the changing needs of the Chem-Dry Business in accordance with System procedures, and changes in suppliers and/or product specifications.

We or are designee are the exclusive supplier of the core Chem-Dry cleaning products, including The Natural, and P.U.R.T.[®] (our Pet Urine Removal Treatment), that you are required to use in the operation of your Chem-Dry Business. You will be required to purchase your inventory of cleaning solution and any and all other cleaning products you will use to perform the Services from us or our designated supplier.

Some of our officers have an ownership interest in our affiliates BELFOR and BHI, which may become approved suppliers in the future. There are no other suppliers in which any of our officers own an interest at this time, although they reserve the right to do so in the future.

The marketing materials and trademarked office supplies that are included in the Initial Package are shipped, F.O.B. from our approved supplier(s).

While most franchisees choose to order items using our Marks from our approved suppliers, you are only required to do so when you order your Initial Package and vehicle decals. The remaining items using our Marks for the operation of your Chem-Dry Business may be ordered from third party suppliers provided that they meet our standards and specifications for representation of the Marks and are pre-approved by us.

8.2 Standards and Specifications and Services

You must operate your Chem-Dry Business according to our standards, specifications, and operating procedures and the System. We will formulate and modify standards and specifications based on our and our franchisees' experiences in operating the Chem-Dry Business. Our standards and specifications may impose requirements for performance, reputation, quality, and appearance. Our Manuals or other communications identify our standards and specifications and/or names of designated or approved suppliers. We may require you to remodel or refurbish your leased premises, vehicles, and other branded items to meet our then-current System Standards at any time during the Term, in our sole discretion.

You must offer all of and may only offer the products and services approved by us ("Services"), as set forth in the System Standards, through your Chem-Dry Business.

8.3 Vehicles and Specifications

Currently, you are not required to purchase or lease the initial vehicle from our then-current approved supplier(s), but we reserve the right to require you to do so in the future. We also reserve the right to require that you purchase all additional vehicles through our approved supplier(s). Chem-Dry Businesses must use vehicles that meet our design and operating specifications for model type, color, trademark representation, and appearance. These specifications are included in our Manuals. All vehicles purchased or leased for the Business are to be, and maintained, in a "good" condition as defined by KELLEY BLUE BOOK, which currently means that the vehicle is free of any major defects. The paint, body and interior must have only minor (if any) blemishes, and there may not be any major mechanical problems. In states where rust is a problem, this should be very minimal. All vehicles used in connection with the Chem-Dry Business are to be decaled as required by us and the decals are to be free of defects. We may require that you purchase/lease

a new vehicle or remodel/refurbish your existing vehicles to meet our then-current System Standards at any time during the Term, at your expense.

8.4 Cooperatives/Purchase Arrangements

As of the date of this offering, we do not have any purchasing or distribution cooperatives, but we reserve the right to establish them in the future. Aside from certain intangible benefits associated with group buying, you receive no material benefits, discounts, rebates, renewal rights, the right to purchase additional franchises, etc. for using approved suppliers.

8.5 Email and Web Site, Computer Systems, Phones

You must have a computer system, located at your Office that meets the requirements of System and for handling our then-current franchise management software, QuickBooks, and any other software we may require. The computer system required is set forth in Item 11. The computer system and required software serve as a point-of-sale system, amongst other things.

You must also maintain, on your business computer, an electronic mail account that must enable you to receive and send electronic mail and transfer computer files with us. You must also maintain a high-speed internet connection. You must use an email name that we have approved that will have “@chemdry.com” as its suffix for all business-related correspondence.

You also promise to use, subscribe to, and pay for, as directed by us, a customized website connected to our website and managed by our website provider. You may not attempt to redirect any traffic on the customized website. You may not implement a website or URL for the Chem-Dry Business either yourself or through a third-party provider. We have sole discretion and control over the website (including timing, design, contents and continuation).

We may, but are not obligated to, create interior pages on the website(s) that contain information about your Chem-Dry Business and other Chem-Dry Businesses. If we do create such pages, we may require you to prepare all or a portion of the page for the Chem-Dry Business, at your expense, using a template that we provide. All such information will be subject to our approval prior to posting.

Chem-Dry Businesses may be required to use the phone models and type from the supplier(s) that we designate. We may provide you with the business phone number to be used by the Chem-Dry Business. This number will be forwarded to any device(s) that you choose.

8.6 Insurance

You are not required to use an insurance broker approved by us; however, before attending the Initial Training Program, you promise to purchase and maintain in full force and effect throughout the term of the Franchise Agreement and at your expense, insurance protecting you, your employees, and us, our officers, and our employees, against loss, liability, fire, personal injury, death, property damages, or theft arising from, or occurring in connection with, the operation and promotion of the Chem-Dry Business as specified in detail in the Franchise Agreement or otherwise in writing from us, including, but not limited to:

- The minimum amount of business (general) liability coverage required is \$1,000,000 per occurrence.

- The minimum amount of \$100,000/\$300,000/\$75,000 (or \$300,000 Combined Single Limit) is required for the vehicle liability coverage. All non-owned or hired vehicles must be insured with the same limits.
- The business liability insurance policy must state that the work product is covered at a minimum of \$50,000 per occurrence, or that there is no “workmanship” or “care, custody, and control” exclusion.
- You must also have Workers Compensation insurance based on statutory requirements.

We may modify the types and amounts of insurance you are required to purchase as we deem appropriate in our reasonable discretion. You acknowledge and agree that (a) the insurance you will maintain reflects the minimum amounts of coverage we require, (b) these minimums are not meant to reflect the actual needs you may have, and (c) it is your responsibility to carefully evaluate if these minimums will adequately meet your needs.

All policies will be written by an insurance company(ies) that is/are licensed in the state in which you are doing business, and that has an A.M. Best rating of “A” or better. Currently, you are not obligated by the terms of the Franchise Agreement to purchase your insurance from any specific provider, although we reserve the right to specify the specific provider that you must use in the future.

We may periodically determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance s, normal business practices, higher court awards and other relevant circumstances. To gain adequate protection, you should discuss with your insurance agent and financial advisor to determine if your personal situation requires you to maintain coverage in excess of the minimums that we require. If any lease or Customer contract requires an insurance policy amount to be higher than the amounts we have listed above, you must obtain the highest amount for such policy.

All general liability insurance policies will name us, BELFOR Franchise Group, LLC, BELFOR USA Group Inc., and our designated affiliates, employees, officers, and directors (the “Indemnified Parties”) as additional insureds, and will contain no provision which in any way limits or reduces coverage for you if a claim is made by any one or more of the Indemnified Parties, and will extend to and provide indemnity for all obligations assumed by you and all items for which you are required to indemnify us, will be primary to and without right of contribution from any other insurance purchased by the Indemnified Parties, and will provide, by endorsement, that we receive at least 30 days’ notice of any intent to cancel or materially alter any policy.

At least ten (10) days before attending Training, commencing the operation of the Chem-Dry Business, whenever a change is made to your policy, and before expiration of any insurance coverage, you promise to have your insurance provider send us a copy or certificate or other acceptable proof of such insurance. If you do not maintain the required insurance coverage, or do not furnish us with satisfactory evidence of insurance coverage and premium payments, we may obtain, at our sole option and in addition to our other rights and remedies under the Franchise Agreement, any required insurance coverage on your behalf. We are under no obligation whatsoever to obtain such insurance, but if we do so, you must fully cooperate with us in our efforts and must promptly sign all forms required to obtain or maintain the insurance. You must also allow any inspections of your Chem-Dry Business required to obtain or maintain the insurance. Finally, you must pay us, on demand, any costs and premiums we incur in obtaining insurance on your behalf. Neither your obligation to maintain insurance coverage nor our

maintenance of insurance on your behalf will reduce or absolve you of any obligations of indemnification described in the Franchise Agreement. You must promptly report all material claims, or potential claims, against you, any Indemnified Party or us, to the insurer and to us.

You may not commence your Chem-Dry Business until you have provided the certificates of insurance or other acceptable proof of all insurances. You may not reduce the policy limits, restrict coverage, cancel, or otherwise alter or amend any insurance policy without our written consent.

You must provide us with copies of any insurance claims or insurance cancellations within 24 hours. You have a 24-hour opportunity to cure any lapses in insurance coverage. No insurance policy must be subject to cancellation, termination, non-renewal or material modification, except upon at least 30 days prior written notice from the insurance carrier to us. We have the right to increase or otherwise modify the minimum insurance requirements upon 30 days prior written notice to you, and you shall comply with any such modification within the time specified in said notice.

8.7 Approval of Alternative Suppliers

Our Operations Manual includes a list of all items required to be purchased from us, our affiliates, and our approved suppliers and vendors. All products used in the operation of the Franchised Business must meet our System Standards and must be pre-approved by us, regardless of the supplier. In the event you wish to purchase an unapproved item, including inventory, equipment, supplies, etc., and/or acquire approved items from an unapproved supplier, you must provide us with proof of the materials you wish to order and a written request for approval. We will notify you in writing of our approval or disapproval within ten days of receipt of the materials and your written request. We have no obligation to approve any particular products, service, or supplier. If you do not receive approval within ten days, you should consider the materials disapproved. All materials must meet the quality of our current suppliers, and correctly bear the Marks. Standards and specifications are periodically modified to meet changing market conditions and are published in our Manuals and on our website. Approval of a supplier may be conditioned on requirements relating to product quality, production and delivery capabilities, ability to meet our supply commitments and financial stability. Our standards and specifications are updated periodically at our sole determination and are made available to you in our Manuals, other publications, and on our website. There is no fee to secure approval to purchase from alternative suppliers, but you must reimburse us for our reasonable costs, regardless of if we subsequently approve your request. At our discretion, we may, with notice to you, revoke our approval of any previously approved products due to changes in standards and specifications or if such products subsequently fail to meet the quality of our current suppliers.

Use of products and materials that have not received our prior written approval and/or do not meet our standards and specifications can result in the termination of the Franchise Agreement.

We estimate that the cost of the items purchased according to our required specifications will be approximately 80% of the overall purchases in establishing the business and approximately 15% to 30% of the total purchases during the operation of the business.

8.8 Revenues from Franchisee Purchases

In the fiscal year ending December 31, 2024, we derived \$9,565,975 from the sale or lease of products or services to Chem-Dry franchisees, which represents 32.4% of our total 2024 revenue. We used supplier payments to offset the costs of our franchisee convention and support supplier marketing programs directed to franchisees. We derived these figures from our internally

prepared financial statements. We reserve the right to earn a profit from the products purchased from us, our affiliates, or our suppliers.

8.9 Advertising

You must use our approved advertising and marketing materials or receive our written approval of any and all other advertising and marketing materials from us before their first use. . We reserve the right to designate one or more approved supplier(s) for all advertising and marketing materials.

ITEM 9: FRANCHISEE’S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 1.D	Item 6 and 12
b. Pre-opening purchases/leases	Sections 2.A and 2.B	Items 6, 7 and 8
c. Site development and other pre-opening requirements	Sections 1.D, 2.F, 2.G and 3.A	Items 7 and 11
d. Initial and ongoing training	Section 3	Items 6, 7 and 11
e. Opening	Sections 2 and 3	Item 11
f. Fees	Sections 2, 10.B, 11.D, 13.A, 15.C and 16	Items 5 and 6
g. Compliance with s and Policy	Sections 1.C, 2, 3, 4 and 7	Items 8, 9, 13, and 16
h. Warranty and customer service requirements	Section 7.A	None
i. Trademarks and proprietary information	Sections 4, 5, 6, 13.B and 13.C	Items 8, 13 and 14
j. Restrictions on products/services offered	Sections 1.C, 1.E, 1.F and 7	Items 8, 12 and 16
k. Territorial development and sales quotas	Sections 1.D and 2.F	Item 6 and 12
l. Ongoing product/service purchases	Sections 2 and 7	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 7, 11.B and 11.C	None
n. Insurance	Section 7.C	Items 6, 7, and 8
o. Advertising	Sections 1.D, 1.E, 2.G, 3.B and 7.A	Items 6, 8 and 11
p. Indemnification	Section 14.C	Items 6, 8 and 12
q. Owner’s participation/ management/ staffing	Sections 1.C and 7.A	Items 11 and 15

Obligation	Section in Franchise Agreement	Disclosure Document Item
r. Records/reports	Sections 2.D, 7.D and 8	Item 6 and 11
s. Inspections and audits	Section 8	Item 6, 11 and 17
t. Transfer	Section 10	Items 6 and 17
u. Renewal	Section 11	Item 6 and 17
v. Post-termination obligations	Sections 6 and 13	Item 17
w. Non-competition covenants	Sections 6 and 13.D	Item 17
x. Dispute resolution	Section 15.F	Item 17
y. Personal Guaranty	Exhibit D	None

ITEM 10: FINANCING

10.1 Initial Franchise Fee

If we grant you the right to open and operate a Chem-Dry Business for a Franchise, we may offer you financing for a portion of the Initial Franchise Fee if you meet our qualifications. The following table summarizes the financing we may offer you for Initial Franchise Fee.

Source of Financing	Us
Amount Financed	Up to 50% of the Initial Franchise Fee
Down Payment	Minimum of 50% of the Initial Franchise Fee
Term (number of years)	Up to 36 months
Rate of Interest plus Finance Charge	9%
Monthly Payment	Varies depending on amount financed and term.
Prepayment Penalty	None
Payment Start Date	Principal payments start the month after training, but no longer than three months after signing the Franchise Agreement
Security Required	Personal Guaranty
Guaranty	Personal Guaranty

Liability upon Default	Termination or other loss of Franchise; you must also pay entire amount due and our attorneys' fees and court costs in collecting debt
Loss of Legal Rights Upon Default	You must waive presentation for payment, demand, notice of non-payment, protest, and all other demands and notices required by law (statutory or otherwise)

If you would like to finance a portion of the Initial Franchise Fee, and you meet our credit standards, you may do so through a promissory note (the "Note"), which is currently attached as Exhibit A-2 to the Franchise Agreement. You must make a down payment of at least 50% of the Initial Franchise Fee. We are currently offering an interest rate of 9%. We will not adjust APR of the Note once your Franchise Agreement has been signed. If you fail to make timely payments or your payments are returned to us with non-sufficient funds, then we have the option to either (a) require that the balance of the Note be paid in full upon notice to you or (b) charge a late fee of 5% or \$50, per week, whichever is greater. The only security we require is a personal guarantee of the Note by you and by all the owners, as well as all respective spouses, of the company, although we reserve the right to request additional security in our sole discretion.

The term of the Note will be up to 36 months, as agreed between you and Chem-Dry. You may prepay the Note without penalty at any time during its term. If you fail to make any payment, we can call the Note and demand immediate payment of the full outstanding balance. We can also terminate your Franchise Agreement if you fail to make payments as agreed; however, before your Franchise Agreement can be terminated, you will receive a notice of default and have a ten-day period to cure the default. The Note shall survive termination of the Franchise Agreement.

10.2 Additional Information

Other than described above, we will not guarantee any notes, leases or obligations. We and our affiliates have no past practice or future intent of selling, assigning or discounting franchisees' financing arrangements to a third party, although we reserve the right to do so in the future. We and our affiliates do not receive any direct or indirect payments or any other consideration from any person for the placement of financing with the lender; however, we reserve the right to do so in the future.

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

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

11.1 Our Pre-Opening Obligations

Before you open your Chem-Dry Business, we will:

1. Designate the protected Territory for a Chem-Dry Business (Section 1.D and the Summary Page of the Franchise Agreement). We do not provide any assistance with (a) locating or selecting a business site or negotiation of any lease or purchase of any site, (b) conforming the site to local ordinances and codes and obtaining any required permits, (c) constructing the premises, (d) hiring and training employees (other than the required training discussed in Section 3.A of the Franchise Agreement), or (e) providing necessary equipment, signage, etc. You may operate your Chem-Dry Business from your home for the first 24 months of operations if

your home is located within your Territory. Thereafter, you must operate your Chem-Dry Business from a commercial space located within the Territory. Any space must be approved by us, in our sole discretion, which we will not unreasonably withhold provided that the site meets our minimum specifications. (Section 1.D of the Franchise Agreement). We will use commercially reasonable efforts to approve a suggested site in 30 days. Failure to find a site and commence operation of the Chem-Dry Business within four months of signing the Franchise Agreement may result in termination of the Franchise Agreement (Section 12.B of the Franchise Agreement). We do not generally (a) own the premises from which franchisees operate the Chem-Dry Business or (b) lease any premises to franchisees to operate the Chem-Dry Business. We will provide you with our required specifications for the design, decoration, and signage of the premises if you choose to operate the business from a commercial location.

2. Provide your Initial Package that includes cleaning products, equipment, logowear, stationery, digital marketing, promotional items, and the Convention Allowance as described in Item 5 and in the Franchise Agreement (Section 2.B of the Franchise Agreement). The items in the Initial Package are provided by us and by designated suppliers named by us. Other than providing the Initial Package we do not provide, install or supply any signs, fixtures, equipment, opening inventory, signs, or other inventory or supplies.
3. Loan to you a copy of our copyrighted Operations Manual and System Standards, and other proprietary materials or manuals as we may publish and distribute to you periodically (Section 3.C of the Franchise Agreement).
4. Give prior approval for use of business forms, business stationery, business cards, advertising materials, permanent materials, and forms that you intend to use (Section 7.A of the Franchise Agreement). We will continue to do this after you open the Chem-Dry Business.
5. Give prior approval to all marketing, advertising, and promotional materials prepared by you within ten days of our receipt of the proposed materials for Franchises (Section 2.G of the Franchise Agreement). We will continue to do this after you open the Chem-Dry Business.
6. Specify minimum policy limits for certain types of insurance coverage (Section 7.C of the Franchise Agreement). We will continue to do this after you open the Chem-Dry Business.
7. Provide you with a training program (described in more detail below) and to the Designated Manager, if applicable, at no additional fee or other charge (Section 3.A of the Franchise Agreement).
8. Provide you with the business phone number to be used by the Business. (Section 2.I. of the Franchise Agreement).

8.

11.2 Franchisor's Obligations After the Opening of the Chem-Dry Business

Once you have opened your Chem-Dry Business, you will have access to information helpful to the operation of your Chem-Dry Business based on reports you submit to us and/or inspections that we make (Sections 7 and 8 of the Franchise Agreement). In addition, we or our designee will

furnish guidance to you, to the extent we determine necessary in our sole discretion, regarding the following:

1. New products, services, and methods that we may have discovered or have developed for the System (Sections 3 and 7 of the Franchise Agreement);
2. The purchase and use of supplies and products (Sections 3 and 7 of the Franchise Agreement);
3. The formulation and implementation of marketing, advertising, and promotional programs using the merchandising, advertising, and research data and advice as we may, periodically, develop for use in your local market (Sections 3 and 7 of the Franchise Agreement);
4. The financial and daily operation of the Chem-Dry Business including its accounting and record keeping functions (Sections 3 and 7 of the Franchise Agreement);
5. Other business and marketing advice (Sections 3 and 7 of the Franchise Agreement);
6. Support for our required franchise software management system, as defined in the Licensing Agreement (Exhibit B of Franchise Agreement);
7. Periodic modifications to the Operations Manuals and periodic modifications to the System Standards, including guidelines regarding the prices at which you sell the approved products and services, so you may establish your own pricing (Section 3.E of the Franchise Agreement); and
8. Periodic refresher training courses and conferences, not to exceed one per year. (Section 3.A of the Franchise Agreement).

11.3 Estimated Typical Length of Time to Open the Chem-Dry Business.

The estimated typical length of time between the signing of the Franchise Agreement and payment of any consideration for the Chem-Dry Business, and the opening of the Chem-Dry Business, is approximately 60 to 120 days. Factors affecting this length of time usually include normal business startup considerations, completion of training, the vehicle delivery date, whether or not you have an existing Approved Location in the Territory, and whether or not you obtain outside financing. However, you must commence operation of the Chem-Dry Business within four (4) months of signing the Franchise Agreement and if you do not, then we may terminate the Franchise Agreement. (Section 12.B.2 of the Franchise Agreement).

11.4 Local Marketing and Advertising

Except for any marketing included in the Initial Package, we are not required to conduct advertising for you or the System. We may provide you with advertising, promotional or marketing materials for you to use in local advertising, but we are not obligated to do this. We will provide you the business phone number to be used by the Chem-Dry Business. This number will be forwarded to any device(s) that you choose.

You will be required to spend at least five percent (5%) of your Gross Sales per year on local advertising. You must use our approved advertising and marketing materials or receive our written approval of any and all other advertising and marketing materials before their first use. In order to obtain approval of advertising and marketing materials, you must submit such proposed advertising material to us for review at least ten business days before the proposed first use. If we

take no action within such ten-business day period, the materials shall be deemed disapproved, and you may not use such materials. The approval or disapproval is in our sole discretion. We also may, in our sole discretion, require you to immediately discontinue use of any advertising or marketing materials at any time, even if previously approved or provided by us. All advertising and marketing materials must meet our then-current standards and specifications. We may, in our sole discretion, offer and sell advertising, marketing, and promotional materials at any time. We reserve the right to require certain items, such as your van, yard signs and furnace stickers reference the Chem-Dry national toll-free number. You may not alter or remove reference to the national toll-free number. You have no obligation to purchase any of these materials or forms from us, but you may be required to purchase such materials from approved or designated suppliers, or participate in our local marketing programs, like our call center and/or direct mail solicitations at your expense. (Section 2.G of the Franchise Agreement).

Following the System, primarily through affinity marketing programs, direct mail, networking, and sales calls, you will market your Chem-Dry Business's services directly to residences, commercial entities, and governments/municipalities located within the Territory that require carpet cleaning, upholstery cleaning, hard surface cleaning, spot and removal, and other services. Included in your Initial Package is an opening inventory of promotional materials to initiate your marketing program. The primary marketing media we have found to be effective are affinity marketing programs, direct mail and face to face meetings, networking and partner development. We may vary the source of advertising by using one or a combination of in-house, national agencies and/or regional agencies.

We do not currently require you to participate in an advertising cooperative, however we reserve the right to implement cooperatives in the future and require you to participate. The area of the cooperative will be determined on a regional basis depending on where our future franchisees operate. We, along with franchisees that are members of the cooperative will determine the amount contributed and each will contribute equally or on a pro-rata basis, as determined by the cooperative. We will administer the cooperatives and the cooperatives will operate from written governing documents that will be available for review to franchisees. If two or more Chem-Dry Businesses are serviced by the same telephone directory, we will require you to list all businesses under one Chem-Dry heading. Should this instance arise, you promise to pay your pro-rata share of the total expense of the joint listing. Any other forms of advertising that would also advertise zip-codes both inside and outside of the Territory must be pre-approved by Chem-Dry in writing. We will notify you within ten days of our receipt of your written request. If we do not respond within ten days, the material is unapproved. Additionally, if we implement local marketing programs, like a call center and/or direct mail solicitations, you may be required to participate, at your expense.

You are also required to be a member of at least one local or community-based business organization, such as your local Chamber of Commerce, BNI, Caerusnet, or similar organization. We reserve the right to change this requirement from time to time. (Section 2.G of the Franchise Agreement).

We have the right to formulate and design the content of the materials, and to discontinue the materials if, in our sole business judgment, we determine a more effective alternative method of advertising. Any other forms of advertising must be approved by us in writing. (Section 2.G of the Franchise Agreement).

Other than the advertising requirements described above, there are no additional advertising fees required by us and we are not required to spend any particular amount in your

Territory. It is at our discretion to determine how much to spend, and where to market, advertise and promote the System.

11.5 Brand Marketing Fund

We have established a Brand Marketing Fund (the “Brand Marketing Fund”) for the common benefit of System franchisees. Beginning in month 13 of operation of your Chem-Dry Business, you will be required to contribute up to three percent (3%) of your Gross Sales monthly to the Brand Marketing Fund (the “Brand Marketing Fee”) subject to a minimum monthly contribution of \$150 for the Standard Territory and \$75 for the Small Territory, per territory, in the manner we prescribe. You must pay the Brand Marketing Fee on a monthly basis. (Section 2.G of the Franchise Agreement). Existing Chem-Dry franchisees that operate under a different economic model may contribute to the Brand Marketing Fund at a different rate than you.

We will use the Brand Marketing Fees, in our sole discretion, to develop, produce and distribute national, regional and/or local advertising and to create advertising materials and public relations programs which promote, in our sole judgment, the services offered by Chem-Dry franchisees. We have the sole right to determine contributions and expenditures from the Brand Marketing Fund, or any other advertising program, and the sole authority to determine, without limitation, the selection of the advertising materials and programs; provided, however, that we will make a good faith effort to expend Brand Marketing Fees in the general best interests of the System on a national or regional basis. We may use the Brand Marketing Fund to satisfy any and all costs of maintaining, administering, directing, preparing, producing, and implementing advertising, including the cost of: (i) preparing, producing, and implementing television, radio, magazine and newspaper advertising campaigns, the cost of direct mail and outdoor billboard advertising; (ii) public relations activities and advertising agencies; (iii) developing and maintaining an Internet website; and personnel and other departmental costs for advertising that we internally administer or prepare. Nevertheless, we acknowledge that not all System franchisees will benefit directly or on a pro rata basis from such expenditures, and we do not have any obligation to spend any amount on advertising in your Territory. While we do not anticipate that the Brand Marketing Fund will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the Brand Marketing Fund for public relations or recognition of the “Chem-Dry” brand, for the creation and maintenance of a website, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating “Franchises Available.”

We may periodically assist Chem-Dry franchisees to maintain high quality through customer surveys, customer interviews, and other similar initiatives (“Surveys”). The cost of such programs will be borne by the Brand Marketing Fund. The cost of these programs may be charged directly to you if the results from a Survey fall below System established minimums for such Surveys.

We have the right to reimburse ourselves from the Brand Marketing Fund for such reasonable costs and overhead, if any, that we may incur in activities reasonably related to the direction and implementation of the Brand Marketing Fund.

We are not required to contribute to the Brand Marketing Fund. We may, but are not obligated to, advance money to the Brand Marketing Fund to fund Brand Marketing Fund programs. In the event that we advance monies to the Brand Marketing Fund, we will determine, in our sole discretion, the manner and timing for the repayment, to us, of some, or all, of the funds we advance.

We will prepare on an annual basis, within 120 days of the end of the fiscal year, and make available to you upon written request, a statement of contributions and expenditures for the Brand Marketing Fund. The Brand Marketing Fund does not have to be independently audited. In the year 2024, the Brand Marketing Fees were spent in the following manner: 89% on media, 5% on production, 2% on public relations, 1% on administrative costs, and 3% on other uses.

There are currently no requirements for participation in an advertising council or any local or regional advertising cooperatives and, accordingly, you are not required to participate in one. However, we reserve the right to establish an advertising council or advertising cooperatives in the future and require your participation.

11.6 Computer Software, Internet, and Systems

We may develop “Chem-Dry Software”, which will consist of software program(s) which you must use to maintain customer records, create estimates and invoices, process payment, and operate the Chem-Dry business system. Until we do, you are required to use our designated software for business management, which will be detailed in the Operations Manual, System Standards, or otherwise in writing. You are also required to use our then-current designated accounting software which is currently QuickBooks Online. In addition, you are required to follow our specified chart of accounts. We have the right to change these requirements at our discretion.

We shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by you, including without limitation: (i) a compatible “back office” computer system that complies with our standards and specifications; (ii) a custom and proprietary point of sale system (the “POS System”), if we make such a POS System part of our proprietary operating system in the future; (iii) printers and other peripheral hardware or devices; (iv) archival back-up systems; (v) Internet access mode and speed; and (vi) physical, electronic, and other security systems (collectively, the “Computer System”). Currently, your Computer System must include a laptop or tablet computer with a DSL or cable modem high-speed Internet connection that meets the requirements of the System Standards for handling of our then-current Chem-Dry Software or other Required Software. You promise to subscribe to, maintain, and utilize a DSL, cable, or satellite high speed Internet connection and email network account with independent suppliers which periodically we approve. If you do not receive written approval within ten days of our written receipt of your request, such supplier will be considered disapproved. We estimate the cost of the computer system to be approximately \$4,000.

We shall have the right, but not the obligation, to develop or designate one or more: (i) computer software programs you must use in connection with any component of the Computer System, including the Chem-Dry Software, designated business management software and designated accounting software (the “Required Software”), which you shall install at your own expense; (ii) updates, supplements, modifications, or enhancements to the Required Software, which you shall install at your own expense; (iii) the tangible media upon which you record data; and (iv) the database file structure of the Computer System. You will be responsible for the payment of all fees associated with the Required Software (including the Chem-Dry Software), Computer System, and POS System.

We may also require you to use certain internet and cloud-based services, or subscriptions as may become relevant as the System and technology changes, at your sole expense. You agree

to pay all fees associated with the use of Chem-Dry Software and any other Required Software, which may be payable to us or our approved or designated suppliers. You expressly agree to strictly comply with our then-current standards and specifications for all items associated with your Computer System, Chem-Dry Software, and any other Required Software, including any security software, and internet and cloud-based products. You agree, at your own expense, to keep your Computer System in good maintenance and repair and install such upgrades, additions, changes, modifications, substitutions, and/or replacements to your Computer System or Required Software as we direct from time to time in writing. You agree that your compliance with these requirements shall be at your sole cost and expense, which we estimate to be less than \$500 per year.

We may require that your Computer System be programmed to automatically transmit data and reports about the operation of the Chem-Dry Business to us. We shall also have the right to, at any time without notice, electronically connect with your Computer System to monitor or retrieve data stored on the Computer System or for any other purpose we deem necessary. There are no contractual limitations on our right to independently access the information and data on your POS System, Chem-Dry Software, and Computer System. You shall deliver to us all access codes, static Internet protocol (“IP”) addresses and other information to facilitate our access to the data described in this Section within 30 days of opening the Chem-Dry Business. All client and customer data are our property and any data not accessible to us upon termination or expiration of the Franchise Agreement must be provided to us immediately.

You are required to participate in any System-wide computer network, intranet system, or extranet system that we implement and may be required by us to use such computer network, intranet system, or extranet system to, among other things: (i) submit your reports due under the Franchise Agreement to us online; (ii) view and print portions of the System Standards and Operations Manuals, including any updates or modifications thereto; (iii) download approved local advertising materials; (iv) communicate with us and other Chem-Dry franchisees; and (v) to complete any initial or ongoing training. You agree to use the facilities of any such computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that we include in the System Standards and/or Operations Manuals, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements.

You must use an email name that we have approved that will have “@chemdry.com”, at our discretion, as its suffix for all business-related correspondence. You also promise to subscribe to, maintain, and utilize the phone model, type, and provider that we designate as well as the phone service from the company we designate.

You are required to use, subscribe to, and pay for, as directed by us, a customized website page connected to our website and managed by our website provider. We may require you to prepare all or a portion of the page for the Chem-Dry Business, at your expense, using a template that we provide. All such information will be subject to our approval prior to posting. You may not attempt to redirect the customized website. You may not implement a website or URL for the Chem-Dry Business either yourself or through a third-party provider. We have sole discretion and control over the website (including timing, design, contents and continuation).

As technology advances and new discoveries are made, we have the right to require that you use other technological items, as well as to designate the specific companies, models and/or types that you must use for these technological services.

You agree to establish and maintain a separate profile, page, or other presence on social media in connection with the Chem-Dry Business in accordance with the System Standards. Prior to establishing such social media page(s), you are required to obtain our prior written approval of the content to be posted on such social media page(s). If such approval is granted by us, you must: (i) establish and operate such social media page(s) in accordance with System Standards and any other policies we designate in the Operations Manuals or otherwise in writing from time to time; and (ii) utilize any templates that we provide to you to create and/or modify such site(s). We recommend, but do not require, that you update the social media page(s) at least monthly. We shall have the right to modify the provisions of this Item.

We may use a portion of the Brand Marketing Fund or the weekly usage/support/upgrade fee to pay or reimburse ourselves for the costs incurred in connection with the development, maintenance and update of our website.

11.7 Telephone Listings

We will provide you with the business phone number to be used by the Business. This number will be forwarded to any device that you choose. As part of your local marketing, this number must be dedicated to your Chem-Dry Business. You must continually list the Chem-Dry Business in the primary Internet and telephone directory servicing the Territory and, at a minimum, to maintain a trademark listing advertising your Business in the primary directory servicing the Territory.

We may offer a service through which selected phone calls to a toll-free phone number will be forwarded to you or us. In the offering of this service, we will use commercially reasonable efforts to maintain this service, subject to acts of God or circumstances beyond our reasonable control, including power outages and the unavailability of telephone services. In the phone routing process, we use commercially reasonable efforts to route calls from prospective customers requesting service in the Territory to you. We do not guarantee that every phone call requesting service in the Territory will be routed to you. We reserve the right to modify or terminate this service at any time, in our sole discretion, including, without limitation, the right to require that all customer calls be directed through our toll-free line or any other telephone number we designate. We reserve the right to include the cost of this toll-free number and forwarding call in the Technology Fee. (Section 2.I of the Franchise Agreement).

11.8 Reference Guides

You must adhere to and follow Chem-Dry Business System Standards and other industry standards. Adhering to both System Standards and industry standards is required to assure consistency and quality service throughout the Chem-Dry network of owners and to verify compliance to s for customers.

The various elements of the System are incorporated into the Operations Manual, online training modules and the Chem-Dry owner's intranet website (collectively, the "Operations Manual"). We also have a set of System Standards that will contain mandatory and suggested

specifications, operating procedures, and rules (the “System Standards”) that we prescribe periodically for the operation of a Chem-Dry Business, and information on your other obligations under the Franchise Agreement and related agreements.

We maintain Operations Manuals and System Standards that contain mandatory and suggested specifications, standards, operating procedures, and rules that we prescribe periodically for the operation of a Chem-Dry Business, and information on your other obligations under the Franchise Agreement and related agreements. However, you will set your own prices. We may modify the Operations Manual and System Standards periodically to reflect changes in the System and you will be required to follow the revised Operations Manual and System Standard standards.

You must keep your copies of the Operations Manuals and System Standard standards current and in a secure location in the principal office of the Chem-Dry Business. If there is a dispute over the contents, the master copy of each of the Operations Manuals/System Standard standards that we maintain at our principal office will be controlling. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manuals or System Standard standards. If all or any of the Operations Manuals or System Standard standards are lost, destroyed, or significantly damaged, you promise to obtain replacements at our then applicable charge. The Operations Manuals and System Standard standards are specifically incorporated by reference into the Franchise Agreement, and you must comply with the Operations Manuals and System Standard standards as essential aspects of your obligations under the Franchise Agreement. Failure to substantially comply with the Operations Manuals and/or System Standard standards may be considered a breach of the Franchise Agreement.

The table of contents of our Operations Manual is attached as Exhibit D to the FDD.

11.9 JumpStart Training and Initial Training (Section 3.A of the Franchise Agreement)

You and your Service Technician must successfully complete our JumpStart Initial Training program (hereinafter, “JumpStart,” Section 3.A of the Franchise Agreement) within two (2) months of signing the Franchise Agreement, before attending in-person business operations and managerial Training (hereinafter, “Initial Training”) and before the opening of the Chem-Dry Business. This includes our comprehensive preparation program that includes numerous pre-opening activities and may last six to eight weeks, depending on the pace you establish to complete activities. During the JumpStart training program, with guidance from our training team, along with training manuals and online modules, you must prepare a comprehensive financial plan, review the Operations Manuals, complete a territory review, coordinate your initial advertising program, acquire proper insurance, select and lease office space (if applicable), and acquire all permits, licenses, and approved vehicles. Most JumpStart activities are conducted in your hometown with assistance from our home office staff. You begin JumpStart immediately upon your execution of the Franchise Agreement and payment of the Initial Franchise Fee. During JumpStart, we will schedule Initial Training for you to attend. Initial Training sessions are typically offered each month. Final confirmation of your scheduled classroom training may be contingent upon your successful completion of the JumpStart program and activities.

Initial Training takes place at BFG headquarters in Ann Arbor, Michigan or another location designated by us. It may be attended by you and the Service Technician, Managing Owner or, if applicable, the Designated Manager, at no additional fee. You may designate, with our approval and on a “space available basis,” additional persons to attend Initial Training for our then-current fee, which is currently \$75 per person, per day. The Managing Owner or, if applicable, the Designated Manager must complete the Initial Training to our satisfaction. Failure to do so will result in the termination of the Franchise Agreement. Initial Training will last up to 5 days in

duration and must be completed within four (4) months of signing the franchise agreement. Although we do not charge a fee for attending training, you will be responsible for all travel and living expenses that you and your employees/owners incur. Additional persons employed by you may attend on a space available basis, contingent upon our receipt of our training fee to offset the expenses we incur. All attendees who are not a party to the Franchise Agreement must sign our prescribed form of confidentiality and non-disclosure agreement (Exhibit A-3 of the Franchise Disclosure Document). After you return from Initial Training, you are ready to open for business.

Our Operations Manuals, videos, and other handouts comprise the instructional materials for our Initial Training. Initial Training will be led by the following instructors:

Instructor	Years in Industry	Years with Chem-Dry
Kati Buckland	24	22
Shawn Rodeback	42	42
Sterling Nesbit	9	9

We may involve other employees of us or our affiliates or other industry experts participate in Initial Training from time to time.

Listed below are the general modules and details of the Initial Training. We reserve the right to modify the Initial Training, including the training materials, training subjects, hours of training, and overall length of training at any time.

TRAINING PROGRAM

NEW BUYER TRAINING/INITIAL TRAINING PROGRAM Day of Training	Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Day One - Virtual	On Track Training: Company Setup, Customer Profile Creation, Scheduling, Drip Campaign Setup, Appointment Scheduling, Invoice Processing, Report Overview	2 Hours	n/a	Franchisee's location
Day Two - Virtual	Local Marketing: Reviewing Local Competition, PR overview, Researching Local Print Media Options, Ordering Print Materials	2 Hours	n/a	Franchisee's location

NEW BUYER TRAINING/INITIAL TRAINING PROGRAM	Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Day of Training				
Day One - In person	Staff Introductions, Job Overview from Phone Call to Appointment Completion, Introduction to Carbonation, Introduction to Equipment Setup, Hands on Equipment Setup, Hands on Carpet Cleaning	4 hours	4 hours	Ann Arbor, MI, or another location
Day Two - In person	Understanding the Gateway and its Resources, Product Line Education, Specialty Spot Cleaning Product Review, Hands on Specialty Spot Cleaning	4 hours	4 hours	Ann Arbor, MI, or another location and On-Site
Day Three - In person	Van Loading and Job Preparation Process, Hands-on In-Home Carpet Cleaning, Marketing Framework Introduction	4 hours	4 hours	Ann Arbor, MI or another location and On-Site
Day Four - In person	Understanding Marketing Chem-Dry, Equipment Maintenance, OnTrack Training Continued, Hands on Upholstery Cleaning	4 hours	4 hours	Ann Arbor, MI or another location and On-Site
Day Five - In person	Understanding Marketing Chem-Dry Continued, Business Management Overview, Financial Reports and Understanding the numbers, Commercial Accounts and Cleaning Methods, Area Rug Cleaning and Identification of Rug Types	7 hours	1 hours	Ann Arbor, MI or another location and On-Site
<u>TOTAL</u>		<u>27</u>	<u>17</u>	

11.13 Additional Training

If this is a renewal term or if this is an additional Chem-Dry Business being awarded to you, and your Managing Owner or, if applicable, the Designated Manager, have already attended Initial Training, the requirement that you attend Initial Training is waived, except as with respect to the JumpStart online training modules and continuing training obligations. In such cases, if your Managing Owner or, if applicable, the Designated Manager do attend Initial Training, you will be assessed our then-current training fee, which is currently \$500 per person, per event. You will also be responsible for all travel and living expenses that you and your employees/owners incur while training.

The Managing Owner or, if applicable, the Designated Manager, must attend the Convention every year it is offered and pay our then-current registration fee, which is currently (a) \$1,000 maximum registration fee per person to attend the Convention, and (b) \$0 to \$500 registration fee per person per event for Regional Meetings. The Managing Owner or, if applicable, Designated Manager also must attend periodic refresher training courses and conferences, not to exceed one event per year, at the times and locations we determine, and for which we may charge the fees described above. We will determine the duration, curriculum, and location of any such sessions. You will be responsible for all travel and living expenses that are incurred by you or your employees/owners while attending such sessions.

11.14 Accounting and Financial Reporting

You promise to establish and maintain, at your expense, an accounting system that conforms to the requirements and formats that, from time to time, we prescribe in the Operations Manuals and/or System Standards. You shall furnish to us, in the manner and format that we require:

1. _____ On the 5th day of each month, a report of Gross Sales obtained in the prior month;
1. _____
2. _____ on the 15th day of each month of the Chem-Dry Business' operation, an unaudited income statement for the preceding calendar month, in a form satisfactory to us, and such additional reports as we may require
2. _____
3. _____ within 90 days after the close of your fiscal year, a complete income statement and other financial statements in a form we may prescribe in our sole discretion;
3. _____
4. _____ within 10 days of our request, exact copies of any state, federal, or other income tax returns covering the operation of the Chem-Dry Business, as well as the state, federal and other income tax returns from your existing business(es) that provide carpet cleaning, upholstery cleaning, spot removal, hard surface cleaning, and other services, which we may need to review to assure all Gross Sales have been accurately reported;
4. _____
5. _____ by November 1 of each year, financial projections and a marketing plan for the upcoming year in the form we may prescribe in our sole discretion; and

5. _____

6. _____ any other reports we may require in the future.

6. _____

We can require you to have audited financial statements prepared on an annual basis if you fail to comply with any provision of the Franchise Agreement.

If you fail to provide the information listed above as requested, we may require you to give us independent access to your specific online accounting software, so we may obtain the required financial reports, for which there may be a fee.

You shall maintain all records, reports, and financial statements for a period of five years during and following the termination, transfer, or expiration of the Franchise Agreement.

ITEM 12. TERRITORY

12.1 The 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.

You will operate the Chem-Dry Business from a location and within the Territory that we approve (the "Approved Location"). The Territory will be identified in the Summary Page to the Franchise Agreement. You may not perform Services or advertise the Services outside of your protected Territory. Your protected Territory will consist of specific zip-code(s) that have been awarded to you.

A Territory will have approximately 100,000 to 150,000 households for a Standard Territory and approximately 75,000 for a Small Territory, although you may purchase additional population for the Standard Territory for a cost of \$0.20 per household up to a maximum of 180,000 households. We identify your Territory zip codes as determined by Census Bureau statistics. You will sign a franchise agreement for each Territory purchased. As of the date of this Disclosure Document, we are utilizing data that has been collected by a national demographics company to determine the number of households in each Territory. During the term of the Franchise Agreement, we will not allow you to relocate the Territory; however, the exact boundaries of the Territory may change in the future, as future zip code changes are made by the United States Postal Service or Census Bureau.

We have the right to restrict the number of Territories in any given geographic area.

12.2 Relocation

You may relocate the Approved Location within the Territory at your sole discretion but must immediately notify us of the change in address. You may not establish an office outside the Territory.

12.3 Territorial Protections

~~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.~~

During the Term of the Agreement, we will not license to others the right to operate business using the Chem-Dry Marks and providing the Services through a franchise location within your Territory.

Although we are not required to do so, we reserve the right to manage any project or enterprise undertaken jointly by two or more Chem-Dry franchisees and to limit or prohibit your negotiating directly with other Chem-Dry franchisees on these jobs. Further, we reserve the right to establish and service NORAs both within and outside your Territory, as described below in Section 12.4, and to use the Chem-Dry Marks in other manners not specifically granted to you by the Franchise Agreement, both within and outside your Territory, examples of which are described in more detail in Section 12.5 below.

12.4 National or Regional Accounts (“NORAs”)

We have the exclusive right to negotiate and enter into agreements or approve forms of agreement to provide services to National or Regional Account (“NORA”) customers. The term NORA includes any customer which on its own behalf or through agents, licensees, or other third parties owns, manages, controls, or otherwise has responsibility for a business in more than one location, for the benefit of the System, and regardless of the aggregate contract amount of the services to be performed. Any dispute as to whether a particular customer is a NORA shall be determined by us in our sole discretion and our determination shall be final and binding. Following the execution of a contract with or the acceptance of a bid by a NORA customer which contemplates the provision of services to one or more NORA customers who are located in your Territory, we may, if you are qualified to perform the services and conditioned upon your substantial compliance with the terms of the Agreement and any other applicable agreements, provide you the opportunity to perform such services pursuant to the terms and conditions of the NORA contract or on such terms and conditions as we, at our sole discretion, determine are appropriate. You agree to provide services to all NORA customer referrals within your Territory. You further agree to provide all services in strict adherence to the Chem-Dry performance and process standards and all service guidelines and performance standards of the NORA. You may be required to enter into a service agreement to participate in certain NORA programs.

If you are not able, in our discretion, or not willing to provide services to a NORA customer in conformity with the terms and conditions of the NORA contract, or fail to make an election within the time we specify after being offered the opportunity, we have the right, exercisable in our sole discretion, to (i) provide, directly or through any affiliate or other franchisee, services to the NORA customer; and/or (ii) contract with another party to provide such services to the NORA customer. In either event, neither you nor the Chem-Dry Business shall be entitled to any proceeds from the provision of Services provided to the customer of a NORA.

12.5 Reserved Rights

We and/or our affiliates retain, as we deem appropriate, the rights to:

1. _____ establish, and allow other System franchisees to establish, Franchised Businesses at any location outside of the Territory on any terms and conditions, but subject to the same service and marketing restrictions upon their servicing in the Territory that you are subject to when servicing in their Territory;

1. _____

2. _____ establish, solicit, market to, and build regional and national account relationships, whose offices may be located in the Territory;

2. _____

3. _____ offer and sell the Chem-Dry Products, and advertise the Chem-Dry Products and Services anywhere, including and within and outside the Territory, and in connection with this right, to exploit our Marks, name, reputation, and know-how;

3. _____

4. _____ solicit and perform the Chem-Dry Services, as well as such other services which may be offered by Franchised Businesses in any geographic market outside your Territory, ~~or in~~ within your Territory in accordance with 7 and 8 below, our NORA Programs, and our Co-Venturing programs;

4. _____

5. _____ acquire businesses providing services the same or similar to those provided under the System and to be acquired by such a business, whether or not such businesses have locations within the Territory;

5. _____

6. _____ sell Products under the Marks within and outside the Territory through alternative methods of distribution, using the Marks. This includes sales of products and services through such channels of distribution as the Internet, catalogues and direct mail sales, telemarketing, or other direct marketing sales, etc. (the “Alternative Distribution Channels”). You may not use Alternative Distribution Channels to make sales outside or inside the Territory and you may not receive compensation for sales of products using the Marks through alternative distribution channels.

6. _____

7. _____ make sales within the Territory of Products or Services under trademarks different from the Marks you will use under this Agreement.

7. _____

8. _____ use and license to engage in any other activities not expressly prohibited in this Agreement.

8. _____

You acknowledge and agree that the Franchise Agreement does not grant you any right to (a) offer any product or service via e-commerce without our prior approval, (b) establish an independent website or to establish a URL incorporating the Proprietary Marks or any variation thereof, or (c) distribute, market, or implement our products and services in any channel of distribution not specifically identified in the Franchise Agreement.

12.6 Additional Franchises and Expansions

Upon your request, we may, but are not obligated to, award you an additional Chem-Dry Business or additional Territory, but any decision to do so will be in our sole discretion and judgment. At a minimum, to be considered for an additional Franchise you must be in compliance with your Franchise Agreement and have sufficient capital, service technicians, and equipment to market and service both your Territory and the additional Territory.

If you are approved for an expansion territory, you must sign a new Franchise Agreement and pay the appropriate fee in full within 14 days of receiving the documents. The Initial Package requirement may be waived for franchisees who qualify to expand; however, you need to pay the Initial Franchise Fee and sign a new Franchise Agreement, which may contain materially different economic terms than the initial Franchise Agreement you sign. You may not, without our prior written permission, solicit or perform services for customers geographically located within the proposed Territory until you have purchased the Territory and signed a then-current Franchise Agreement.

12.7 Minimum Gross Sales Requirement

You must maintain the following minimum levels of monthly Gross Sales (the “Minimum Gross Sales”) in the Territory:

Months in Operation	Minimum Monthly Gross Sales Requirement Per Standard Territory	Minimum Monthly Royalty Payment
13 to 24 months	\$16,700	\$900
25 to 36 months	\$33,300	\$1,700
37 to 48 months	\$50,000	\$2,300
49 to 60 months	\$66,700	\$3,000
Greater than 61 months	\$83,300	\$3,100

Months in Operation	Minimum Monthly Gross Sales Requirement Per Small Territory	Minimum Monthly Royalty Payment
13 to 24 months	\$8,300	\$400
25 to 36 months	\$16,700	\$900
37 to 48 months	\$25,000	\$1,100
49 to 60 months	\$33,300	\$1,500
Greater than 61 months	\$41,700	\$1,600

You must pay the greater of (i) the Royalty due or (ii) the Minimum Monthly Royalty Payment applicable to you, as set forth in the chart above. If the Chem-Dry Business fails to

achieve the required Minimum Gross Sales Requirement during any consecutive three-month period, we reserve the right to terminate the Franchise Agreement, or reduce the size of your Territory. If you are not in compliance with your Franchise Agreement, you agree that we, any franchisee, or Company-Owned Store we designate may provide Services in the Territory. Neither the franchise, Company-Owned Store nor we are liable or obligated to pay you any compensation for doing so, and neither the franchise nor we will be considered in breach of any provision of this Agreement or any other agreement between you and us regardless if the Minimum Monthly Gross Sales Requirement are achieved in the future.

If this is a renewal term, you will be required to meet the Minimum Gross Sales requirement for the greater than 61+ month level for the first year of the Renewal Term. For all subsequent years of the Renewal Term, you must achieve Minimum Gross Sales growth of at least three percent (3%) per year, each year.

The Minimum Gross Sales Requirement is not intended to be a financial performance representation. Financial performance representation can be found in Item 19.

ITEM 13: TRADEMARKS

We own the common law trademarks, service marks, trade names, logotypes, and numerical symbols listed below and licensed us the right to use such marks for promotion, use, license, and sale throughout the United States, its territorial possessions, and the District of Columbia. The Franchise Agreement grants to you the license to operate the System under the Chem-Dry name and under any other trade names, trade dress, indicia, trademarks, service marks, and logos currently used or that may be used in the operation of the System.

The following trademarks, service marks, trade names, logotypes, or other commercial symbols have been applied for with the United States Patent and Trademark Office (“USPTO”), and such applications are still pending, and all required affidavits have been filed unless otherwise noted:

MARK	SERIAL/ REGISTRATION NUMBER	APPLICATION DATE/REGISTRATION DATE	REGISTER
Chem-Dry	1119887	June 12, 1979, renewed June 13, 2019	Principal
	<u>2793715</u>	<u>December 16, 2003,</u> <u>Renewed March 19, 2024</u>	<u>Principal</u>
The Healthier, Deeper Carpet Cleaner	7202835	October 24, 2023	Principal

The Natural	1762324	October 7, 2023	Principal
P.U.R.T (stylized)	1815327	December 14, 2013	Principal

Additional Marks may be disclosed and authorized for your use. You must follow CDI's rules when you use these Marks. We have filed all required affidavits and renewals with respect to these registrations.

We intend to commence an on-going practice of registering new trademarks for promotional or related advertising activities.

No state trademark registrations have been filed.

There are no pending proceedings or material litigation involving Marks that are relevant to their use.

There are no agreements currently in effect that significantly limit our rights within the United States, to use, or license the use, of the above-mentioned Marks in any manner material to the Franchise.

You will follow our rules when you use the Marks. You may not use any Mark (including the name Chem-Dry) as part of your corporate or legal business name or with modifying words, terms, designs, or symbols (except for those we license to you). You may not use any Mark in selling any unauthorized services or products or in any other way we have not expressly authorized in writing.

You promise to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and not to communicate with any person other than us and our attorneys, and your attorneys, in any infringement, challenge, or claim. We have sole discretion to take the action we deem appropriate and the right to control exclusively any litigation, USPTO proceeding or any other administrative proceeding arising out of any infringement, challenge, claim or otherwise relating to any Mark.

Provided that you have timely notified us of the claim or proceeding and complied with the Franchise Agreement as we determine in our sole discretion, we shall indemnify and hold you harmless against any loss or expense incurred in connection with any such infringement, challenge or claim. If we, in our sole discretion, determine that you have not used the Marks in accordance with the Franchise Agreement, you will bear the cost of such defense, including the cost of any judgment or settlement. You promise to sign any and all instruments and documents, render the assistance, and do the acts and things that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or USPTO or other proceeding, or otherwise to protect and maintain our interest in the Marks, including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement, we agree to reimburse you for your out-of-pocket costs in performing such acts.

If it becomes advisable at any time in our sole discretion to modify or discontinue the use of any Mark and/or use one or more additional or substitute names or marks, you must comply with our direction no later than ten days after you have received notice. We will not be liable to you for any expenses, losses, or damages you sustain as the result of any such addition,

modification, substitution, or discontinuance of a Mark and you must not commence or join in any litigation or other proceeding against us for any such expenses, losses, or damages.

We do not know of any superior prior rights or infringing uses that could materially affect your use of our principal Mark in any state.

We or our parents are the lawful and sole owner of all Chem-Dry domains, including www.chemdry.com. You cannot register any of the Marks that are now or in the future owned by us or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar, as Internet domain names. We retain the sole right to advertise the system on the Internet and to create, operate, maintain and modify, or discontinue using any website containing the Marks. You may access our website. Except as we authorize in writing in advance, however, you cannot: (i) link or frame our website; (ii) conduct any business or offer to sell or advertise any products or services on the Internet; or (iii) create or register any Internet domain names in connection with your Chem-Dry Business. The only exception is that you may list the Chem-Dry Business in the [local online directory](#).

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

14.1 Patents and Copyrights

Our affiliate, CDI, owns patents for certain technologies, equipment and products that you may be licensed to use during your operation of your Chem-Dry Business.

CDI has registered the following patents with the U.S. Patent and Trademark Office:

Registration Number	Patent	Date	Status
9,259,671	Apparatus, System and Method for Defoaming A Waste Tank	February 16, 2016	Active
6,905,553	Device for Removing Residues from Surfaces and a Method for Accomplishing the same	June 14, 2005	Expired March 22, 2024
7,271,140	Composition for Removing Stains from Textiles	September 18, 2007	Active
7,503,940	Method and System for Spot-Dyeing Textiles	March 17, 2009	Expired February 13, 2024
7,404,224	Composition for Removing Stains from Textiles	July 29, 2008	Expired September 8, 2024
9,267,227	Odor Removal Treatment	February 23, 2016	Active
8,267,607	Surface Working Apparatus	September 18, 2002	Expired October 21, 2024
7,795,200	Textile Cleaning Composition and Method of Use	September 14, 2010	Active
10,465,149	Stain And Odor Treatment	November 5, 2019	Active
10,646,088	Truck Mounted Cleaning System	May 12, 2020	Active

Registration Number	Patent	Date	Status
10,888,209	Vacuum Pathway In a Rotary Head Cleaner	January 12, 2021	Active
11,118,145	Stain and Odor Treatment	September 14, 2021	Active
11,825,997	Vacuum Extraction Head with Adjustable Height Brush	November 28, 2023	Active
11,459,529	Cleaning Compositions Containing Gum And Methods of Use Therewith	October 4, 2022	Active

Patents Pending

Application Number	Patent	Date Filed
17/380,623	Cleaning Machine Extractor Head	July 20, 2021

We do not warrant or guarantee that any patents or copyrights we obtain or hold rights to and licenses to you are valid or that you will have exclusive rights to operate under the claims of any such patent or copyright.

We do not own any registered copyrights which are material to the franchise; however, we claim copyrights in the Operations Manuals, System Standards, advertising materials, Chem-Dry Software, business forms, videos, CDs and other printed and advertising material used in operating the System. We have not registered these copyrights with the United States Registrar of Copyrights. You must use these items only in the way we specify and only while operating your Chem-Dry Business. You do not have any rights, including rights to compensation, under the Franchise Agreement if we require you to modify or discontinue using the subject matter covered by any patent or copyright.

The Operations Manuals and System Standard standards are described in Item 11. You can use the proprietary information contained in the Operations Manuals and System Standards in connection with the operation of your Chem-Dry Business. Although we have not filed an application for a copyright registration for the Operations Manuals or System Standards, we claim a copyright, and the information is proprietary. Item 11 describes limitations on the use of the Operations Manuals by you and your employees. You must promptly tell us if you learn about unauthorized use of our proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements currently in effect that significantly limit our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses that could materially affect your use of the copyrighted materials in any state. We need not protect or defend copyrights, although we may do so when this action is, in our opinion, in the best interest of the System.

We are not required to protect your right to use the patents or copyrights or to protect you against claims of infringement or unfair competition arising out of your use of any of the patents

or copyrights. You must notify us immediately in writing of any apparent infringement or challenge to your use of any of the patents or copyrights, or of any claim by any person of any rights in any of the patents or copyrights, and may not communicate with anyone other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We will take such action as it, in its sole discretion, deems appropriate and will have the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any of the patents or copyrights. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of our or CDI's attorneys, may be necessary or advisable to protect and maintain its interests in any litigation or U.S. Patent and Trademark Office or other proceeding or otherwise to protect and maintain our and CDI's interests in or any of the patents or copyrights.

If it becomes advisable at any time in our sole discretion for us, CDI and/or you to modify or discontinue the use of subject matter covered by any patent or copyright, you must comply with our directions within a reasonable period of time after receiving notice. However, we are not obligated to reimburse you for any expenses or loss of revenue or goodwill arising from any modification or discontinuation of the subject of any patent or copyright. (See Franchise Agreement – Section 4)

14.2 Proprietary Information

The Operations Manuals, System Standards and other materials we possess contain our confidential information and/or trade secrets. This information may include (a) general operating procedures for a Chem-Dry Business; (b) the proprietary Chem-Dry Software and any other Required Software; (c) personnel guidelines for training supporting the marketing and sales staff; (d) the training programs; (e) written marketing and advertising materials, audiotapes, videos, and programs for their utilization; (f) knowledge of specifications and suppliers of certain equipment and supplies for the Chem-Dry Business; (g) information on operating results and financial performance of Chem-Dry Businesses other than your own; (h) the Operations Manuals and the Chem-Dry owners internet site and its contents; (i) sales guidelines and strategies for developing business relationships in the insurance industry; (j) Customer Information, as defined below; and (k) any other information we deem confidential.

We also own any and all customer lists and their contents that we provide to you and/or that you subsequently develop during the normal course of operating the Business. You are required to keep an up-to-date list of all current and former customers in the Chem-Dry Software, including their name, telephone number, complete mailing address, frequency of service, last date serviced, and price of service (“Customer Information”).

You must disclose to us all ideas, concepts, methods, techniques and products concerning the development and operation of the Chem-Dry Business that you, the Managing Owner, the Designated Manager, or employees conceive or develop during the term of the Franchise Agreement.

We shall own the rights to all such ideas, concepts, methods, techniques and products, regardless of the source, and you must grant to us and agree to procure from your affiliates, owners or employees a perpetual, exclusive and worldwide right to use such ideas, concepts, methods, techniques and products concerning the development and operation of the Chem-Dry Business that you or your employees conceive or develop during the term of the Franchise Agreement.

You must sign all documents we request to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, techniques or materials. We will have no obligation to make any lump sum or on-going payments to you with respect to any such idea, concept, method, technique or product. You must agree that you will not use, nor will you allow any other person or entity to use any such concept, method, technique or product without obtaining our prior written approval.

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

You must at all times faithfully, honestly, and diligently perform your obligations under the Franchise Agreement. We require that you actively participate in the operation of the Chem-Dry Business. If you will operate the Chem-Dry Business through a business entity, you must designate at least one managing owner of the entity (the “Managing Owner”) who will be our primary, individual contact with the Chem-Dry Business and who we will approve at our sole discretion. In the case of multiple owners, the owner with day-to-day responsibility and authority to run the Chem-Dry Business and with whom we will communicate shall be identified on the signature line as the first Managing Owner.

A Managing Owner may, in our sole discretion, serve as the Managing Owner of more than one Chem-Dry Business that is owned by you; provided, however, that we may, require you to designate a person who will serve as the primary individual contact and on-premises supervisor for each Chem-Dry Business (the “Designated Manager”). We must approve of the Designated Manager in writing, which we may grant in our sole discretion.

The Managing Owner and, if applicable, the Designated Manager, must successfully complete our JumpStart and Initial Training Programs as described in and required by the Franchise Agreement. The Designated Manager is not required to have an ownership interest in the Chem-Dry Business. The Managing Owner or, if applicable, the Designated Manager must continuously exert her/his full-time best efforts to manage, promote and enhance the Chem-Dry Business, and such other Chem-Dry Businesses as we permit in our sole discretion. Without our prior written permission, the Managing Owner and, if applicable, the Designated Manager, must not engage in any other business or activity that conflicts with their obligations to operate the Chem-Dry Business on a full-time, year-round basis..

Before commencing operation of the Chem-Dry Business, you must employ at least one person who has completed the Initial Training (which may be yourself). Before you begin operating the Chem-Dry Business, you must also hire one Service Technician who will be responsible for performing the Services. At all times during the term of the Franchise Agreement, you must employ at the Chem-Dry Business at least one person who has completed the Initial Training.

Before attending the Initial Training and/or upon any change to the legal entity ownership, you must submit to us a corporate resolution, or similar action, which states the name of the corporation or LLC, the legal names of all of the partners or shareholders, the percentage of ownership that each member controls, their place of residence and their agreement to be bound by the terms of the Franchise Agreement, if applicable. In the case of multiple owners, you must submit an operating agreement, shareholder agreement, or similar document with a dispute resolution procedure acceptable to us in our sole discretion that states what you will do in the event that there is a conflict between any owners of the franchisee entity. In addition, at all times, the owners who have executed the Franchise Agreement must control 100% of the franchisee entity. Any changes in ownership of the franchisee entity shall be subject to our transfer procedure.

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During the term of the Agreement, you and your immediate family may not engage in any other business or activity and cannot have an interest in or business relationship with any competitor of Chem-Dry. Additionally, if you are a corporation, limited liability company, partnership, or other entity, each of your owners, owner’s spouses, members and member’s spouses, or officers must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including post-termination obligations, including the covenant not to compete, among others.

At the start of their employment, you must require, as consideration for employment, each of your Service Technicians, Managing Owner, Designated Managers, sales and/or account management employees to sign non-disclosure and confidentiality agreements that we have specified or approved. Such agreements will prohibit disclosure, by the employee to any other person or legal entity, of any trade secrets, customer lists, or other information, knowledge, or know-how regarding the System or the operation of the Chem-Dry Business, which is deemed confidential and/or proprietary by us. Such employee non-disclosure and confidentiality agreements will, to the fullest extent permitted by applicable law, prevent employees from servicing or soliciting any of the customers of your Business, except in their capacities as employees of the Chem-Dry Business. We may require you to send us a copy of such agreements once fully signed.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and provide only the Services that we periodically require for Chem-Dry franchisees in the manner that we prescribe, and you may only provide the Services we have authorized. You may not market or perform any other services, except the Services, without our express, prior written approval. There are no limits on our right to periodically change required and/or authorized services and service categories, and we may do so at our discretion. Other than the advertising and territorial restrictions (See Item 12), we do not restrict the types of customers that you may service through your Chem-Dry Business.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

	Provisions	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Section 1.C	10 years.
b.	Renewal or extension of the term	Section 11.A	One additional, consecutive term of 10 years.

	Provisions	Section in Franchise Agreement	Summary
c.	Requirements for franchisee to renew or extend	Section 11	In order to renew you must: (i) be in compliance with your Franchise Agreement; (ii) not have made certain repeated defaults of your Franchise Agreement; (iii) not have failed to make payments repeatedly, (iv) have serviced customers in a manner consistent with System Standards, (v) provide us with notice of your intent to renew <u>no earlier than 9 months and no later than 6 months before expiration of your franchise agreement</u> within the required time ; (vi) sign our then-current franchise agreement, which may contain materially different terms; (vii) upgrade and remodel the Chem-Dry Business, as necessary; (viii) sign a general release (such requirement to sign a general release is subject to change in our sole discretion); and (ix) pay us a renewal fee. “Renewal” means entering into a new franchise agreement with us, which may contain materially different terms and conditions from the original franchise agreement.
d.	Termination by franchisee	Not Applicable	Not Applicable. You may terminate the Franchise Agreement by any grounds permitted by state law.
e.	Termination by franchisor without cause	Not Applicable	Not Applicable
f.	Termination by franchisor with cause.	Section 12.	We may terminate your Franchise Agreement with cause as described in (g)-(h) of this Item 17 Chart.
g.	“Cause” defined – curable defaults	Section 12.	We may terminate the Franchise Agreement after providing you with notice and a 15-day cure period if you: (i) fail to pay any amounts due to us, or you do not record funds paid to you for jobs completed as required or you default on any loan made to you by us or our preferred lender for the purchase of the Territory; (ii) fail to employ for 2 consecutive months a Service Technician or a Designated Manager as required; (iii) fail to comply with any applicable law, regulation or ordinance; (iv) fail to comply with the Franchise Agreement, the intranet website, Manuals and/or other confidential materials; (v) fail to comply with modifications to the System Standards, intranet website, or Manuals; (vi) fail to make payments on the vehicle resulting in repossession; (vii) use products or materials that do not meet our System Standards; (viii) fail to provide any required report, statement, or return; (ix) fail to service all customers in a manner consistent with our System Standards; (x) market or advertise to a customer in another Territory without permission; (xi) establish an office location outside of your Territory without our prior written consent; (xii) fail to endorse any payments due to us that is erroneously made to you; (xiii) fail to maintain the hours of operation at the Chem-Dry Business; (xiv) fail to personally supervise day-to-day operation or fail to employ a sufficient personnel; (xv) fail to maintain the strict quality controls; (xvi) conduct yourself in a manner that reflects adversely on the System, the Marks, or the products; or (xvii) fail to procure or maintain any required licenses, certifications, or permits.

	Provisions	Section in Franchise Agreement	Summary
h.	“Cause” defined – non-curable defaults	Section 12.	<p>The Franchise Agreement will automatically terminate without notice or an opportunity to cure if: (i) you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent; (ii) proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any bankruptcy or insolvency law, and are not dismissed within 60 days, or a trustee or receiver is appointed for you or the Chem-Dry Business without your consent, and is not vacated within 60 days; or (iii) you make or attempt to make an unauthorized transfer.</p> <p>We may terminate the Franchise Agreement, immediately, and without an opportunity to cure, effective upon notice, if: (i) your Managing Owner/Designated Manager, fail to attend or successfully complete the required training or the pre-training requirements; (ii) you fail to commence operation of the Chem-Dry Business within the required time period; (iii) you have made a material misrepresentation; (iv) you receive 3 or more notices to cure a similar defaults, within any 2-year period; (v) you are convicted, or plead no contest to, a felony; (vi) you understate your Royalty by 3% or more on 3 or more occasions, during any 2-year period; (vii) you engage in any dishonest or unethical conduct; (viii) you violate any provision regarding confidentiality or non-disclosure; (ix) you abandon; (x) you fail to acquire or maintain the required insurance; (xi) you fail to attend Convention as required; (xii) your Managing Owner/Designated Manager fails to attend required refresher training; (xiii) you fail to train your Service Technician; (xiv) any other franchise agreement you have with us or our affiliate is terminated; (xv) you commit 3 or more defaults-in any 12 month period; (xvi) you materially breach any other agreement with us or our affiliates, or any lease, and fail to cure such breach within any cure period; (xvii) you materially violate any provision pertaining to Marks or Confidential Information; (xviii) you violate any health, safety, or sanitation law, ordinance or regulation; (xix) you violate the in-term restrictive covenant; (xx) a levy or writ of attachment or execution or any other lien is placed against you and not released or bonded within 30 days; (xxi) you become insolvent; (xxii) you order or purchase supplies, signs, furnishings, fixtures, equipment or inventory from an unapproved supplier; (xxiii) you misuse or make unauthorized use of any Chem-Dry /Required Software; (xxiv) you fail to comply with the anti-terrorism provision; (xxv) you take for your own personal use any assets or property of the Chem-Dry Business; or (xxvi) if there are insufficient funds in your bank account to cover a check or EFT payment 3 or more times within any 12-month period or you fail to achieve minimum sales for 3 consecutive months.</p>
i.	Franchisee’s obligations on termination/non-renewal	Section 13	<p>Upon termination or early expiration of the Franchise Agreement, your obligations include: (i) pay all amounts owed to us; (ii) de-identify and otherwise stop using the Marks in any manner, including in business names and telephone listings; (iii) return all Confidential Information and customer lists to us; (iv) comply with post-term non-competition covenants; and (v) deliver proof of compliance.</p>

	Provisions	Section in Franchise Agreement	Summary
j.	Assignment of contract by franchisor	Section 10.A	No restriction on our right to assign.
k.	“Transfer” by franchisee – definition	Section 10.B	Means any voluntary, involuntary, direct, or indirect, in whole or in part, assignment, sale, gift, encumbrances, lease, merger, bequest, change in control, or other disposition of (i) this Agreement, (ii) Chem-Dry business, (iii) any part of your ownership in assets of the Chem-Dry business, (iv) or any part of your equity/ownership interest in the Franchisee entity.
l.	Franchisor’s approval of transfer by franchisee	Section 10.B	We must approve all transfers, but we will not unreasonably withhold our approval if you meet our conditions.
m.	Conditions for franchisor approval of transfer	Section 10.B	Conditions to transfer: (i) you are in full compliance with the Franchise Agreement or any other related agreement and you have paid all accrued monetary obligations; (ii) the transferee meets our then current s; (iii) the transferee is not operating a competitive business, unless all competitive services as part of the Chem-Dry Business; (iv) you permit us to release to the transferee information about the Chem-Dry Business; (v) transferee signs the then-current form of franchise agreement; (vi) if an installment sale, Franchisee continues to guarantee performance and payment to Franchisor; (vii) any of transferee’s financing obligations are subordinate to payments to us; (viii) you pay us a transfer fee, all Royalties and other fees owed, and all commissions and broker fees, if applicable; (ix) transferee completes training; (x) transferee assumes and agrees to be bound by all outstanding obligations to customers of the Chem-Dry Business; (xi) you and the transferee sign a general release (such requirement to sign a general release is subject to change in our sole discretion); (xii) we have approved the material terms of the purchase agreement; (xiii) if transferred to a wholly owned company, then you retain a required percentage of such company; (xiv) you have attended training and the Chem-Dry Business is open; (xv) you comply with all post-term obligations; (xvi) transferee obtains all required permits and licenses; (xvii) lessors have consented to transfer, if applicable; (xviii) transfer is made in compliance with all laws;; and (xix) transferee complies with all system standards.
n.	Franchisor’s right of first refusal to acquire franchisee’s business	Section 10.C	Before transferring your interest in the Franchise Agreement, you must first offer us the right to purchase the interest on the same terms and conditions contained in any bona fide offer and we have 30 days to decide.
o.	Franchisor’s option to	Not Applicable	We do not have an option to purchase your business.

	Provisions	Section in Franchise Agreement	Summary
	purchase franchisee's business		
p.	Death or disability of franchisee	Section 10.D	You must transfer within 6 months of your death or disability.
q.	Non-competition covenants during the term of the franchise	Section 6.A	During the Term, you, your Managing Owner, your Designated Manager, and Service Technician (if applicable), and your immediate family members shall not: (i) engage in any capacity in any other business offering carpet cleaning, upholstery cleaning, spot removal, hard surface cleaning, and other services (except for other franchises or authorizations we enter into with you); (ii) use our Confidential Information, System, intranet website, Manuals, Marks, customer lists, Customer Information, or any colorable imitations, in connection with any business other than the Chem-Dry Business; (iii) attempt to or divert any business or customer of the Chem-Dry Business to any competitor, or do any other act injurious or prejudicial to the goodwill of the Marks or the System. This provision is subject to state law.
r.	Non-competition covenants after the franchise is terminated or expires	Section 13.D	For 18 months from expiration or termination of the Franchise Agreement, you, your owners and, your Designated Manager, and your immediate family members shall not (a) engage in any capacity in any business offering carpet cleaning, upholstery cleaning, spot removal, hard surface cleaning, and other services, (b) solicit business from customers of your former Franchised Business, or (c) attempt to or divert any business or customer of the Franchised Business or do any other act injurious to the goodwill of the Marks or the System or engage in any business relationship with any of your customers or former customers, within: (i) the Territory; (ii) the Territories of any Chem-Dry franchisees, Company-Owned Store, or any other Chem-Dry business operator; or (iii) a radius of 50 miles from the Territory. This provision is subject to state law.
s.	Modification of Agreement	Section 15.J	Modification of the Franchise Agreement must be in writing and agreed upon by both parties.
t.	Integration/merger clause	Section 15.L	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Sections 15.F.1 and 15.F.2	You must bring any disputes arising out of the Franchise Agreement or any other agreement with us to our President prior to bringing a claim before any third party in an attempt to resolve the dispute internally. After exhaustion of this internal dispute resolution procedure all claims or disputes between you and us must be submitted to arbitration in Nashville, Tennessee, in accordance with the American Arbitration Association's Commercial Arbitration Rules

	Provisions	Section in Franchise Agreement	Summary
			then in effect. This provision is subject to state law.
v.	Choice of forum	Section 15.F.3	All claims not subject to arbitration must be commenced in the state, or federal court of general jurisdiction in Davidson County, Tennessee or the United States District Court for the Middle District of Tennessee (subject to applicable state law).
w.	Choice of law	Section 15.H	Except federal law, Tennessee law applies (subject to applicable state law).

ITEM 18: PUBLIC FIGURES

We do not use any public figures to promote our franchise. You have no right to use the name of any public figure for promotional efforts, advertising, or endorsements, except with our prior written consent. No public figure has any investment in the 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 any reasonable basis for the information, and if the information is included in the disclosure document. Financial information that differs from that included in Item 19 may only be given 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.

The following below information is projection of annual Gross Revenue, assuming a franchisee operates in a Standard Territory, operating one (1) van for fifty-two (52) weeks.

The below projection is based on the historical information we have analyzed from our existing franchisees that report data to us. Our existing franchisees have an average of over 20 years in operation. They offer the same services that you will be offering to customers and in the same manner. However, they do not operate in exclusive territories. The below presentation has been prepared accounting for the operational differences.

Standard Territory	125,000 Households
Jobs Per Day	3
Days Per Week	4
Projected Average Income Per Job	\$350
Projected Weekly Revenue	\$4,200
Projected Annual Revenue	\$218,400

Apart from the foregoing, we do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Franchisor’s management at 3310 West End Ave., Suite 620, Nashville, TN 37203, 734-864-9799, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

TABLE NUMBER 1

**Systemwide Outlet Summary
For Years 2022 to 2024**

	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	1692	1437	-255
	2023	1437	1284	-153
	2024	1284	1099	-185
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	1692	1437	-255
	2023	1437	1284	-153
	2024	1284	1099	-185

TABLE NUMBER 2

**Transfers of Outlets from Franchisees to New Owners
(other than to Franchisor)
For Years 2022 to 2024**

State	Year	Number of Transfers
Arizona	2022	0
	2023	4
	2024	0
California	2022	12
	2023	2
	2024	4
Colorado	2022	0
	2023	0
	2024	6
Delaware	2022	0
	2023	0
	2024	1
Florida	2022	5
	2023	0
	2024	2
Georgia	2022	0
	2023	3
	2024	0
Hawaii	2022	1
	2023	0
	2024	0
Idaho	2022	1
	2023	2
	2024	0
Illinois	2022	6
	2023	2
	2024	2
Indiana	2022	2

	2023	0
	2024	1
Iowa	2022	1
	2023	0
	2024	0
Kansas	2022	1
	2023	1
	2024	0
Massachusetts	2022	11
	2023	4
	2024	0
Michigan	2022	0
	2023	0
	2024	2
Missouri	2022	1
	2023	0
	2024	0
Nebraska	2022	0
	2023	0
	2024	1
New Jersey	2022	1
	2023	0
	2024	1
New Mexico	2022	0
	2023	5
	2024	0
New York	2022	1
	2023	0
	2024	0

North Carolina	2022	2
	2023	2
	2024	0
North Dakota	2022	1
	2023	0
	2024	0
Pennsylvania	2022	1
	2023	0
	2024	1
Rhode Island	2022	1
	2023	0
	2024	0
South Carolina	2022	1
	2023	0
	2024	1
Tennessee	2022	0
	2023	4
	2024	2
Texas	2022	3
	2023	0
	2024	3
Virginia	2022	1
	2023	5
	2024	0
Wyoming	2022	0
	2023	3
	2024	0
Canada	2022	0
	2023	1

	2024	0
TOTALS	2022	53
	2023	38
	2024	29

TABLE NUMBER 3

**Status of Franchised Outlets
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2022	31	0	4	0	0	0	27
	2023	27	1	4	1	0	0	23
	2024	23	0	0	0	0	0	23
Alaska	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Arizona	2022	40	1	7	1	0	1	32
	2023	32	0	3	2	0	0	27
	2024	27	0	0	2	0	0	25
Arkansas	2022	9	1	0	0	0	0	10
	2023	10	2	5	0	0	4	3
	2024	3	0	0	0	0	0	3
California	2022	256	13	5	13	0	27	224
	2023	224	5	16	15	0	0	198
	2024	198	0	18	6	0	0	174
Colorado	2022	45	1	2	2	0	0	40
	2023	40	0	2	2	0	0	36
	2024	36	0	3	3	0	0	30

Connecticut	2022	16	0	2	2	0	0	12
	2023	12	0	5	0	0	0	7
	2024	7	0	0	3	0	0	4
Delaware	2022	7	0	0	0	0	3	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
District of Columbia	2022	4	0	2	0	0	0	2
	2023	2	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Florida	2022	103	0	11	8	0	1	88
	2023	88	7	12	2	0	0	81
	2024	81	2	15	16	0	0	52
Georgia	2022	59	4	22	3	0	3	35
	2023	35	0	4	0	0	2	29
	2024	29	0	2	2	0	0	25
Hawaii	2022	4	0	1	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Idaho	2022	28	0	2	0	0	0	26
	2023	26	0	0	1	0	0	25
	2024	25	0	0	3	0	0	22
Illinois	2022	63	1	10	4	0	1	49
	2023	49	0	0	2	0	0	46
	2024	46	1	0	7	0	0	40
Indiana	2022	52	0	3	4	0	2	43
	2023	43	0	0	1	0	0	42
	2024	42	0	0	1	0	0	41
Iowa	2022	11	0	2	0	0	0	9

	2023	9	0	0	0	0	0	9
	2024	9	0	0	1	0	0	8
Kansas	2022	7	0	0	2	0	0	5
	2023	5	0	0	1	0	0	4
	2024	4	0	1	0	0	0	3
Kentucky	2022	11	3	1	0	0	0	13
	2023	13	0	4	0	0	0	9
	2024	9	0	1	1	0	0	7
Louisiana	2022	10	0	6	0	0	0	4
	2023	4	1	0	1	0	0	4
	2024	4	2	2	1	0	0	3
Maine	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Maryland	2022	47	5	15	2	0	1	34
	2023	34	0	1	4	0	0	29
	2024	29	0	5	4	0	0	20
Massachusetts	2022	28	0	1	0	0	0	27
	2023	27	0	0	0	0	0	27
	2024	27	2	11	1	0	0	17
Michigan	2022	35	2	3	3	0	0	31
	2023	31	0	0	0	0	0	31
	2024	31	0	5	4	0	0	22
Minnesota	2022	33	0	3	1	0	0	29
	2023	29	0	0	1	0	0	28
	2024	28	0	0	3	0	0	25
Mississippi	2022	7	0	0	0	0	0	7
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2

Missouri	2022	25	0	0	0	0	0	25
	2023	25	2	0	0	0	1	26
	2024	26	0	3	1	0	1	21
Montana	2022	25	0	16	2	0	1	6
	2023	6	0	0	0	0	0	6
	2024	6	1	0	0	0	0	7
Nebraska	2022	13	0	1	1	0	0	11
	2023	11	0	1	0	0	0	10
	2024	10	0	0	1	0	0	9
Nevada	2022	11	0	3	1	0	0	7
	2023	7	0	1	3	0	0	3
	2024	3	1	0	0	0	0	4
New Hampshire	2022	4	0	2	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
New Jersey	2022	40	2	14	0	0	0	28
	2023	28	1	0	2	0	2	24
	2024	24	0	1	2	0	0	21
New Mexico	2022	12	0	2	1	0	0	9
	2023	9	0	1	0	0	0	8
	2024	8	0	1	0	0	0	7
New York	2022	49	2	5	2	0	0	44
	2023	44	0	1	2	0	0	41
	2024	41	2	7	2	0	0	34
North Carolina	2022	67	0	8	0	0	3	56
	2023	56	0	4	3	0	0	49
	2024	49	1	2	5	0	0	43
North Dakota	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2

	2024	2	0	0	0	0	0	2
Ohio	2022	39	1	5	2	0	3	30
	2023	30	0	7	1	0	0	22
	2024	22	0	1	1	0	0	20
Oklahoma	2022	15	2	0	0	0	0	17
	2023	17	0	0	0	0	0	17
	2024	17	0	1	1	0	0	15
Oregon	2022	40	0	6	1	0	1	33
	2023	33	0	0	1	0	0	32
	2024	32	0	0	2	0	0	30
Pennsylvania	2022	47	9	6	4	0	2	44
	2023	44	0	0	8	0	0	36
	2024	36	0	1	0	0	1	34
Rhode Island	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
South Carolina	2022	38	0	0	4	0	0	34
	2023	34	0	5	0	0	0	29
	2024	29	2	3	2	0	0	26
S. Dakota	2022	3	2	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Tennessee	2022	30	3	5	0	0	0	28
	2023	28	1	0	2	0	0	27
	2024	27	0	1	2	0	0	24
Texas	2022	126	3	14	2	0	7	106
	2023	106	2	12	5	0	0	91
	2024	91	0	6	3	0	0	82
Utah	2022	27	0	1	0	0	0	26

	2023	26	0	1	1	0	0	24
	2024	24	0	3	1	0	0	20
Vermont	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Virginia	2022	55	0	14	5	0	2	34
	2023	34	1	2	1	0	0	32
	2024	32	0	2	4	0	0	26
Washington	2022	68	0	4	6	0	1	56
	2023	56	0	2	5	0	0	49
	2024	49	0	0	5	0	1	43
W. Virginia	2022	5	0	2	1	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Wisconsin	2022	32	1	3	3	0	2	25
	2023	25	0	1	0	0	0	24
	2024	24	0	3	1	0	1	19
Wyoming	2022	9	0	4	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Other US Territories	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Canada	2022	60	2	11	2	0	0	49
	2023	49	2	4	3	0	0	44
	2024	44	0	1	1	0	0	42
TOTALS	2022	1752	56	228	82	0	61	1437
	2023	1437	26	99	70	0	9	1284

	2024	1284	14	101	94	0	4	1099
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Notes on 2023 transactions affecting outlet counts:

1 license relocated from New York to Florida increasing Florida numbers and reducing New York numbers.

1 Maryland license relocated to Virginia increasing Virginia numbers and reducing Maryland numbers.

1 District of Columbia license relocated to Virginia and 1 District of Columbia license relocated to Maryland increasing Virginia and Maryland numbers and reducing District of Columbia numbers.

TABLE NUMBER 4

**Status of Company-Owned outlets
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Totals	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

TABLE NUMBER 5

Projected Openings in 2025 as of December 31, 2024

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	2	0
California	0	4	0
Colorado	0	2	0
Connecticut	0	1	0
Florida	0	4	0
Georgia	0	2	0
Illinois	0	2	0
Kansas	0	1	0
Kentucky	0	1	0
Louisiana	2	0	0
Maryland	0	2	0
Massachusetts	0	1	0
Michigan	0	2	0
Minnesota	0	1	0
Missouri	0	2	0
Nevada	1	2	0
New York	2	2	0
New Jersey	0	2	0
North Carolina	0	2	0
Ohio	0	2	0
Oklahoma	0	1	0
Oregon	0	1	0
Pennsylvania	0	2	0
South Carolina	0	1	0

Tennessee	0	2	0
Texas	0	4	0
Utah	0	1	0
Virginia	0	2	0
Washington	0	1	0
Wisconsin	0	1	0
Total	5	53	0

Exhibit F to this Disclosure Document includes the names, addresses and telephone numbers of all franchise owners as of the issuance date of this document. Exhibit G includes 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, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement between January 1, 2024 and December 31, 2024, or who has not communicated with us within ten 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, former franchisees have signed confidentiality agreements restricting their ability to speak with you. 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.

Exhibit H-1 lists, to the extent known, the names, addresses, telephone numbers, email addresses and web addresses of each trademark-specific franchisee organization associated with the franchise system that we have created, sponsored or endorsed. Exhibit H-2 lists the independent franchisee organizations that have asked to be included in this Disclosure Document. As of the date of this issuance, there are no organizations that have asked to be included in this Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Exhibit B contains the consolidated audited financial statements of our affiliate, BFG Holdco, which guarantees our obligations to you, for the years ending December 31, 2024, December 31, 2023, and December 31, 2022~~-,~~ and our consolidated unaudited financial statements as of September 30, 2025. Our fiscal year-end is December 31.

ITEM 22: CONTRACTS

The following contracts are exhibits within this Disclosure Document:

Exhibit A: Form of Agreements:

© 2025 Chem-Dry, Inc.

Franchise Disclosure Document 2508310

A-1 - Franchise Agreement and Addenda

A-2 - Promissory Note

A-3 - Confidentiality / Non-Disclosure Agreement

A-4 - General Release(s) – Upon Renewal or Assignment

Exhibit I: Disclosure Questionnaire

ITEM 23: RECEIPTS

The final pages of this Disclosure Document (Exhibit L of the Disclosure Document) are detachable receipt pages acknowledging your receipt of the Disclosure Document. If these pages, or any other pages or exhibits are missing from your copy, please notify us immediately. You should sign both copies of the receipt. You should retain one signed copy for your records and return the other signed copy to your sales representative at 3310 West End Ave., Suite 620, Nashville, TN 37203, 734-864-9799.

**EXHIBIT A
TO FRANCHISE DISCLOSURE DOCUMENT**

EXHIBIT A-1

CHEM-DRY FRANCHISE AGREEMENT

| [Franchise Agreement 25083](#)

| © 2025 Chem-Dry, Inc.

| [Franchise Agreement 2510](#)

| [Franchise Agreement 25083](#)

| © 2025 Chem-Dry, Inc.

| [Franchise Agreement 2510](#)

EXHIBIT A-2
TO THE FRANCHISE DISCLOSURE DOCUMENT
CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

With respect to determining the feasibility of whether or not to purchase a Chem-Dry franchise, Chem-Dry, Inc. (the “Franchisor”), is prepared to provide you with certain financial, business, marketing, and operational information concerning the business operations of Franchisor.

We are able to provide you with your explicit understanding and agreement that you recognize and agree that this information is confidential and valuable, and that this information constitutes special and unique proprietary rights and assets of Franchisor.

The term “Confidential Information” shall mean and include any and all information disclosed by us to you relating to the Franchised Business and potential trade name and internet web names, whether copyrighted or patented. Provided; however, Confidential Information shall not include information which:

- A. Is disclosed to you following the date of this Agreement by a third party who is not under an obligation to keep the information confidential;
- B. Is or becomes publicly disclosed through no act or omission of yours; and/or
- C. Information previously known by you prior to contact with us.

In accepting this Confidential Information, you agree that you will not disclose it to any third party or make use of it yourself, in any regard, with the exception that it may disclosed to an attorney, accountant or business consultant that you utilize as part of your due diligence process, provided you assure they are informed of and comply with all the terms of this Confidentiality and Non-Disclosure Agreement.

You further agree to maintain the confidentiality of any and all confidential information which has been provided to you in a manner using at least the same degree of care as the manner used to maintain the confidentiality of your most confidential information.

In the event that you do not purchase a Franchised Business, or upon our request at any time, you agree to return all materials furnished to you or to certify in writing that such information has been destroyed.

You further recognize that breach of this Confidentiality and Non-Disclosure Agreement by you will cause severe and irreparable damage to Franchisor, and that Franchisor may pursue all of its rights and remedies after any breach, including specific performance.

Please indicate that you agree to the conditions, as stated above, under which confidential information will be furnished to you by signing a copy of this letter in the space provided below.

ACKNOWLEDGED:

By: _____
Signature

Date: _____

**EXHIBIT A-3
TO THE FRANCHISE DISCLOSURE DOCUMENT**

GENERAL RELEASE(S)

GENERAL RELEASE – REQUIRED UPON RENEWAL

THIS SETTLEMENT AND RELEASE is being made by and between Chem-Dry, Inc. (“FRANCHISOR”) and [Name] (together referred to as the “FRANCHISE OWNER” and/or “you”) resident of [State], and [Corp/LLC,] (“Franchisee”) and shall be effective as of the date of the last signature below.

W I T N E S S E T H:

WHEREAS, FRANCHISOR and FRANCHISE OWNER(S) entered into Franchise Agreement on the [date] (the “Franchise Agreements”) for the operation of a Franchised Business in a defined territory(s) in the state of [State] (the “Business”), which Franchise Agreements is being renewed;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by and between each of the parties, it is agreed and understood as follows:

1. FRANCHISE OWNER(S) and FRANCHISOR have agreed upon new renewal Franchise Agreements, to be executed contemporaneously with this Mutual Release, which will replace your original Franchise Agreements, thus continuing FRANCHISE OWNER(S) rights to operate a Franchised Business within a Territory, as defined in the Franchise Agreement in the State of [State].

2. In reliance upon the execution of renewal Franchise Agreements, the parties agree to the following mutual releases:

A. FRANCHISE OWNER(S) and FRANCHISEE, for themselves and for their employees, agents, heirs, successor and assigns, and for every other person, firm, entity, and/or corporation succeeding to the interest of FRANCHISE OWNER(S) and/or FRANCHISEE, hereby releases, acquits, and forever discharges FRANCHISOR and its directors, officers, shareholders, employees, agents, legal representatives, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to its interests, from any and all claims, actions, causes of action, demands, costs, losses, expenses and suits whatsoever and of every conceivable kind, character, and nature, whether absolute or contingent, and whether known or unknown, which either party may have against the other, by reason of, or arising out of, or in any way related to any acts or omissions of the other party occurring prior to the date of this Release.

B. FRANCHISOR, for themselves and for their employees, agents, heirs, successor and assigns, and for every other person, firm, entity, and/or corporation succeeding to the interest of FRANCHISOR, hereby releases, acquits, and forever discharges FRANCHISE OWNER(S) and/or FRANCHISEE and their directors, officers, shareholders, employees, agents, legal representatives,

successors and assigns, and every other person, firm, entity, and/or corporation succeeding to its interests, from any and all claims, actions, causes of action, demands, costs, losses, expenses and suits whatsoever and of every conceivable kind, character, and nature, whether absolute or contingent, and whether known or unknown, which either party may have against the other, by reason of, or arising out of, or in any way related to any acts or omissions of the other party occurring prior to the date of this Release.

C. **[CALIFORNIA ONLY]** Except as set forth herein, FRANCHISOR, FRANCHISE OWNER(S) and FRANCHISEE expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California (“Section 1542”) and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH EITHER PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AS OF THE DATE OF EXECUTION OF THIS AGREEMENT, WHICH IF KNOWN BY SUCH PARTY WOULD HAVE MATERIALLY AFFECTED THE TERMS OF THE AGREEMENT.”

Notwithstanding the provisions of Section 1542, and for the purpose of implementing the general release and discharges described in this paragraph, FRANCHISOR, FRANCHISE OWNER(S) and FRANCHISEE expressly acknowledge that this Agreement is intended to include in its effect without limitation, all claims described in this paragraph which FRANCHISOR, FRANCHISE OWNER and/or FRANCHISEE does not know or suspect to exist in its favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.

3. Any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises made by the parties herein or with regard to the interpretation, formation, or breach of this Release, shall be litigated exclusively in the courts of general jurisdiction of Davidson County, Tennessee or the United States District Court presiding over Nashville, Tennessee.

4. Both parties acknowledge and agree that money damages will not be a sufficient remedy for any breach of this provision and that either party shall be entitled to specific performance as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy but shall be in addition to all other remedies available at law or equity to the party. In the event of any litigation to enforce any of the terms of this Mutual Release, the unsuccessful party shall pay the costs and attorneys’ fees of the successful party.

5. Neither this Release nor any provision of this Release can be modified or waived in any way, except by an agreement in writing signed by each of the parties hereto, consenting to such modification or waiver.

6. All parties hereto do hereby acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Release, and that they have executed this Release with the consent and upon the advice of said independent counsel.

7. This Release may be signed in two (2) or more counterparts, and will be effective when all the parties and signatories have affixed their signatures to two (2) or more of the counterparts and

they have been delivered as aforesaid, at which time the counterparts together will be deemed one (1) original document.

8. The terms of this Mutual Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws or regulations.

9. This Agreement contains the entire agreement between the parties hereto concerning the resolution of any and all disputes or controversies between or among them.

10. **[MARYLAND ONLY]** This Mutual Release may not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

11. **[WASHINGTON ONLY]** This Mutual Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

IN WITNESS WHEREOF, the parties have caused this Release to be executed as of the day and year written below.

FRANCHISOR

_____ LLC

By: _____

Name: _____

Title: _____

FRANCHISEE

[FRANCHISEE ENTITY/NAME]

By: _____

Name: _____

Title: _____

FRANCHISE OWNER(S)

[Name of Owner], Individually

[Name of Owner], Individually

[Name of Owner], Individually

GENERAL RELEASE – REQUIRED UPON ASSIGNMENT

THIS SETTLEMENT AND RELEASE is being made by and between Chem-Dry, Inc. (“FRANCHISOR”) and [Franchise Owner Name(s)] (together referred to as the “FRANCHISE OWNER(S)”), resident(s) of [State], and [Company] (“Franchisee”) and shall be effective as of the date of the last signature below.

WITNESSETH:

WHEREAS, FRANCHISOR and FRANCHISE OWNER(S) entered into a Franchise Agreement on the _____ day of _____, 20__ (the “Franchise Agreement(s)”) for the operation of a Franchised Business in a defined territory(s) in the state of [State Name(s)], (the “Business”);

WHEREAS, FRANCHISOR and FRANCHISE OWNER(S) have reached agreement that it is in the best interest of all parties for FRANCHISE OWNER(S) to discontinue operations and terminate the Franchise Agreement, upon the terms and conditions specified below, and for the parties to exchange mutual releases;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by and between each of the parties, it is agreed and understood as follows:

1. Effective as of the date last signed below, FRANCHISE OWNER(S) hereby transfers, sets over and assigns to FRANCHISOR all right, title and interest in and to the Franchise Agreement and agrees to abide by and observe all Post-Termination Obligations and Covenants Not to Compete as set forth in the Franchise Agreement.
2. FRANCHISOR hereby releases FRANCHISE OWNER(S) from any further duties and obligations thereunder except those continuing duties and obligations specifically set forth in Paragraph 1 of this Agreement.
3. The parties hereby agree to the following mutual releases:
 - A. Except for the obligations of the parties herein contained, FRANCHISE OWNER(S) and FRANCHISEE for themselves, and their employees, agents, heirs, successors and assigns, and for every other person, firm, entity, and/or corporation succeeding to the interests of FRANCHISE OWNER(S) and/or FRANCHISEE, hereby releases, acquits, and forever discharges FRANCHISOR and its directors, officers, members, shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to its interests, from any and all claims, actions, causes of action, demands, costs, losses, expenses, and suits whatsoever and of every conceivable kind, character and nature, whether absolute or contingent and whether known or unknown, which FRANCHISE OWNER(S) and/or FRANCHISEE has, has had or may ever have against FRANCHISOR, by reason of, or arising out of, or in any way related to any acts or omissions of the other party prior to the date of this Agreement.
 - B. Except for the obligations of the parties herein contained, FRANCHISOR for themselves, and their employees, agents, heirs, successors and assigns, and for every other person, firm, entity, and/or corporation succeeding to the interests of FRANCHISOR, hereby releases, acquits, and forever discharges FRANCHISE OWNER(S) and FRANCHISEE and its directors, officers, members,

shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to its interests, from any and all claims, actions, causes of action, demands, costs, losses, expenses, and suits whatsoever and of every conceivable kind, character and nature, whether absolute or contingent and whether known or unknown, which FRANCHISOR has, has had or may ever have against FRANCHISE OWNER(S) and/or FRANCHISEE, by reason of, or arising out of, or in any way related to any acts or omissions of the other party prior to the date of this Agreement.

C. **[CALIFORNIA – for use in CA only]** Except as set forth herein, FRANCHISOR, FRANCHISE OWNER(S) and FRANCHISEE expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California (“Section 1542”), and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH EITHER PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AS OF THE DATE OF EXECUTION OF THIS AGREEMENT, WHICH IF KNOWN BY SUCH PARTY WOULD HAVE MATERIALLY AFFECTED THE TERMS OF THE AGREEMENT.”

Notwithstanding the provisions of Section 1542, and for the purpose of implementing the general release and discharges described in this paragraph, FRANCHISOR, FRANCHISE OWNER(S) and FRANCHISEE expressly acknowledge that this Agreement is intended to include in its effect without limitation, all claims described in this paragraph which FRANCHISOR, FRANCHISE OWNER(S) and/or FRANCHISEE does not know or suspect to exist in its favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.

4. Any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises made by the parties herein or with regard to the interpretation, formation, or breach of this Release, shall be litigated exclusively in the courts of general jurisdiction of Davidson County, Tennessee or the United States District Court presiding over Nashville, Tennessee.

5. Neither this Mutual Release nor any provision of this Mutual Release can be modified or waived in any way, except by an agreement in writing signed by each of the parties hereto, consenting to such modification or waiver.

6. All parties hereto do hereby acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Mutual Release, and that they have executed this Mutual Release with the consent and upon the advice of said independent counsel.

7. This Mutual Release may be signed in two (2) or more counterparts, and will be effective when all the parties and signatories have affixed their signatures to two (2) or more of the counterparts and they have been delivered as aforesaid, at which time the counterparts together will be deemed one (1) original document.

8. The terms of this Mutual Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws or regulations.

9. This Agreement contains the entire agreement between the parties hereto concerning the resolution of any and all disputes or controversies between or among them.

10. **[MARYLAND – for use in MD only]** This Mutual Release may not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

11. **[WASHINGTON ONLY]** This Mutual Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

12. **[TRANSFERS – WHEN BUYER IS PAYING IN INSTALLMENTS]** FRANCHISE OWNER(S) and Franchisee acknowledge and agree (i) that they negotiated the sale of their franchise to Buyer Company without the assistance, or any other involvement of the Franchisor; (ii) that the purchase price for such sale (the “Purchase Price”) will not be paid in full at closing, but will be paid over a period of time after closing, and (iii) that they are assuming the full risk of nonpayment of the Purchase Price, FRANCHISE OWNER(S) and Franchisee further agree that they will not, in any manner, at any time, under any set of circumstances, seek payment of any portion of the Purchase Price from Franchisor, and/or any of its directors, officers, members, shareholders, employees, agents, representatives, heirs, successors or assigns.

IN WITNESS WHEREOF, the parties have caused this Release to be executed as of the day and year written below.

FRANCHISOR

_____ LLC

By: _____

Name: _____

Title: _____

FRANCHISEE

[FRANCHISEE ENTITY/NAME]

By: _____

Name: _____

Title: _____

FRANCHISE OWNER(S)

[Name of Owner], Individually

[Name of Owner], Individually

[Name of Owner], Individually

EXHIBIT B
TO FRANCHISE DISCLOSURE DOCUMENT
CONSOLIDATED FINANCIAL STATEMENTS

BFG Holdco, Inc.

Consolidated Financial Report Years Ended December 31, 2024, 2023, and 2022

The report accompanying these financial statements was issued by BDO USA, P.C., a Virginia professional corporation, and the U.S. member of BDO International Limited, a UK company limited by guarantee.



BFG Holdco, Inc.

Consolidated Financial Statements
Years Ended December 31, 2024, 2023, and 2022

BFG Holdco, Inc.

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Independent Auditor's Report

Board of Directors
BFG Holdco, Inc.

Opinion

We have audited the consolidated financial statements of BFG Holdco, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheet as of December 31, 2024, and the related statements of operations, stockholders' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying 2024 consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Other Matter

The 2023 and 2022 consolidated financial statements of the Company were audited by other auditors, whose report dated March 22, 2024 expressed an unmodified opinion on those statements with emphasis of matters related to the restatement of 2022 financial statements to correct a misstatement and an impairment loss to goodwill during 2023. Neither of these emphasis of matters modified the predecessor auditor opinion.

Responsibilities of Management for the Financial Statements

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



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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

BDO USA, P.C.

March 19, 2025

BFG Holdco, Inc.
Consolidated Balance Sheets
(dollars in thousands)

<i>December 31,</i>	2024	2023	2022 (as restated)
Assets			
Current Assets			
Cash	\$ 1,242	\$ 3,701	\$ 1,372
Restricted cash	1,310	781	345
Accounts receivable, net	2,728	2,338	3,074
Inventory (Note 6)	8,673	5,683	4,393
Notes receivable, current portion net of allowance (Note 7)	578	639	1,661
Prepaid expenses and other current assets	454	625	346
Total Current Assets	14,985	13,767	11,191
Right-of-Use Assets, Net	2,036	3,098	1,379
Property and Equipment, Net (Note 8)	1,675	2,220	1,701
Goodwill (Note 9)	-	10,519	56,056
Intangible Assets, Net (Note 9)	23,789	28,264	32,566
Other Assets			
Notes receivable - net of current portion and allowance (Note 7)	793	1,336	2,747
Amounts due from related parties (Note 14)	27,182	24,688	23,843
Deferred commissions	649	871	1,155
Other noncurrent assets	347	216	331
Total Assets	\$ 71,456	\$ 84,979	\$ 130,969
Liabilities and Stockholders' Equity			
Current Liabilities			
Accounts payable	\$ 812	\$ 203	\$ 855
Operating lease obligation, current portion (Note 10)	1,087	1,002	1,145
Deferred revenue, current portion	1,945	1,305	2,050
Accrued and other current liabilities:			
Accrued compensation	580	1,201	1,256
Other accrued liabilities	1,147	2,251	1,678
Total Current Liabilities	5,571	5,962	6,984
Operating Lease Obligation, net of current portion (Note 10)	1,087	2,166	425
Other Long-Term Liabilities			
Deferred revenue, net of current portion	1,900	3,202	4,864
Deferred tax liabilities (Note 11)	3,623	3,266	3,001
Total Liabilities	12,181	14,596	15,274
Stockholders' Equity	59,275	70,383	115,695
Total Liabilities and Stockholders' Equity	\$ 71,456	\$ 84,979	\$ 130,969

See notes to consolidated financial statements.

BFG Holdco, Inc.
Consolidated Statements of Operations
(dollars in thousands)

<i>Year ended December 31,</i>	2024	2023	2022 (as restated)
Net Revenue	\$ 29,538	\$ 31,072	\$ 33,483
Cost of Revenue	10,816	9,613	9,055
Gross Profit	18,722	21,459	24,428
Operating Expenses, before impairment	19,569	20,604	27,789
Impairment of Goodwill	10,519	45,537	1,266
Impairment of Intangible Assets	-	-	4,952
Operating Loss	(11,366)	(44,682)	(9,579)
Non-Operating Income			
Interest income	336	496	1,112
Other income	404	386	268
Total Non-Operating Income	740	882	1,380
Loss, before income taxes	(10,626)	(43,800)	(8,199)
Income Tax Expense (Recovery) (Note 11)	482	477	(1,869)
Consolidated Net Loss	\$ (11,108)	\$ (44,277)	\$ (6,330)

See notes to consolidated financial statements.

BFG Holdco, Inc.

Consolidated Statements of Stockholders' Equity (dollars in thousands)

		Common Stock		Additional Paid-in Capital		Retained Earnings (Accumulated Deficit)		Total
Balance, January 1, 2022	\$	5	\$	114,238	\$	7,782	\$	122,025
Consolidated net loss		-		-		(6,330)		(6,330)
Balance, December 31, 2022 (as restated)		5		114,238		1,452		115,695
Cumulative effect of change in accounting principle (Note 4)		-		-		(1,035)		(1,035)
Consolidated net loss		-		-		(44,277)		(44,277)
Balance, December 31, 2023		5		114,238		(43,860)		70,383
Consolidated net loss		-		-		(11,108)		(11,108)
Balance, December 31, 2024	\$	5	\$	114,238	\$	(54,968)	\$	59,275

See notes to consolidated financial statements.

BFG Holdco, Inc.

Consolidated Statements of Cash Flows (dollars in thousands)

<i>Year ended December 31,</i>	2024	2023	2022 (as restated)
Cash Flows from Operating Activities			
Consolidated net loss	\$ (11,108)	\$ (44,277)	\$ (6,330)
Adjustments to reconcile consolidated net loss to net cash (used in) provided by operating activities:			
Depreciation	505	591	490
Amortization of intangible assets	4,380	4,380	5,169
Credit (recovery) loss	(296)	627	6,949
Loss on disposal of property and equipment	781	-	-
Impairment of goodwill	10,519	45,537	1,266
Impairment of intangible assets	-	-	4,952
Deferred income taxes	357	265	(2,595)
Noncash lease expense	67	(121)	(44)
Changes in operating assets and liabilities that provide (use) cash:			
Accounts receivable	(459)	1	(3,560)
Inventory	(2,619)	(1,289)	(1,523)
Notes receivable	970	1,506	3,607
Prepaid expenses and other assets	40	(166)	473
Deferred commissions	223	284	(92)
Related party	(2,864)	(845)	(7,126)
Accounts payable	609	(652)	(191)
Accrued and other current liabilities	(1,284)	518	(534)
Deferred revenue	(1,104)	(2,407)	(2,282)
Net Cash (Used in) Provided by Operating Activities	(1,283)	3,952	(1,371)
Cash Flows from Investing Activities			
Purchases of property and equipment	(593)	(1,109)	(581)
Payments made for patents and trade names	(54)	(78)	(170)
Net Cash Used in Investing Activities	(647)	(1,187)	(751)
Net (Decrease) Increase in Cash	(1,930)	2,765	(2,122)
Cash, beginning of year	4,482	1,717	3,839
Cash, end of year	\$ 2,552	\$ 4,482	\$ 1,717
Classification of Cash			
Cash	\$ 1,242	\$ 3,701	\$ 1,372
Restricted cash	1,310	781	345
Total Cash	\$ 2,552	\$ 4,482	\$ 1,717
Supplemental Cash Flow Information			
Cash paid for taxes	\$ 139	\$ 185	\$ 161
Significant Non-Cash Transactions			
Leases entered into	\$ -	\$ 2,731	\$ -

See notes to consolidated financial statements.

BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

1. Nature of Business

BFG Holdco, Inc., with its wholly owned subsidiaries, Chem-Dry, Inc. (Chem-Dry); NHance, Inc. (NHance); Delta Disaster Services, LLC d/b/a Delta Restoration Services (DRS); Delta Development Group, LLC (DDG); and Delta Asset Management, LLC (DAM) (together with DRS and DDG, Delta) (collectively, the Company), is a wholly owned subsidiary of Belfor USA Group, Inc. BFG Holdco, Inc. was formerly known as HRI Holdings, Inc. until February 13, 2023, when its name was changed to BFG Holdco, Inc. Chem-Dry, Inc. was formerly known as Harris Research, Inc. until February 13, 2023, when its name was changed to Chem-Dry, Inc.

A summary of the Company's operations, which are headquartered in Nashville, Tennessee, is as follows:

- *Chem-Dry* - Markets and services Chem-Dry carpet and upholstery cleaning franchises and provides training, equipment, solutions, and products to its franchisees throughout the United States of America and Canada.
- *Devere International, Inc. (Devere)*, a wholly owned subsidiary of BFG Holdco, Inc. - Sells area franchise rights for specific geographic locations throughout the world (excluding the United States of America) and provides training, equipment, and cleaning supplies to the respective area franchisees.
- *Chem-Dry Corporate Services (CDCS)*, a division of BFG Holdco, Inc. - Secures commercial and insurance work for franchisees in the United States and Canada.
- *N-Hance* - Markets and services N-Hance wood cleaning, coating, protection, and renewal franchises, including providing training, equipment, and solutions and products to franchise owners in the United States and Canada.

The Company had the following active franchises throughout the world:

<i>December 31,</i>	2024	2023	2022
Chem-Dry carpet upholstery cleaning franchises	1,057	1,240	1,388
Chem-Dry Canada franchises	42	44	49
Devere area franchise rights	22	22	46
N-Hance wood renewal franchises	255	296	317

On November 21, 2024, the Company sold its TruckMount manufacturing inventory to a third party in exchange for \$764. Of the \$764 purchase price the Company received \$152 in 2024 and will receive the remaining \$612 during 2025.

2. Significant Accounting Policies

Basis of Accounting

The accompanying consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) and include the results of the Company for the years ended December 31, 2024, 2023, and 2022.

BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

Principles of Consolidation

The accompanying consolidated financial statements reflect the consolidated financial position, operations, stockholders' equity, and cash flows of BFG Holdco, Inc. and its subsidiaries. All material intercompany accounts and transactions have been eliminated in consolidation.

Revenue and Cost Recognition

Revenue is recognized when control of the promised goods or services is transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. Sales-based taxes are excluded from revenue. Goods and services may be transferred to customers either at a point in time or over time, as discussed below. Of the \$29,538 of revenue recognized from contracts with customers for the year ended December 31, 2024, revenue recognized over time amounted to \$10,454, while the remainder was recognized at a point in time. Of the \$31,072 of revenue recognized from contracts with customers for the year ended December 31, 2023, revenue recognized over time amounted to \$11,642, while the remainder was recognized at a point in time. Of the \$33,483 of revenue recognized from contracts with customers for the year ended December 31, 2022, revenue recognized over time amounted to \$13,455, while the remainder was recognized at a point in time.

Nature of Promises to Transfer

The Company's revenue streams are described below:

Franchise Rights, Royalties, Monthly Franchise Fees, and Other Support Fees

The Company sells individual franchises that grant the right to service customers within a defined territory using the franchise name. The initial term of franchise agreements is typically 5 to 10 years, with an option to renew for a fee or transfer the franchise agreement to a new or existing franchisee, at which point a transfer fee is typically paid. Additionally, the Company sells master franchises rights in foreign countries with an initial term of typically ten years, with an option to renew for a fee or transfer the right. The Company has performance obligations to provide franchisees with the franchise rights to service customers, as well as provide customized software, for which a technology fee is charged. Initial franchise fees for each agreement are allocated to each individual franchise and recognized over the term of the respective franchise agreement from the date the agreement is entered. Renewal fees are recognized over the renewal term for the respective franchise from the start of the renewal period. Transfer fees are recognized at the time the transfer occurs. Royalty income and monthly franchise fee income is recognized over the term of the respective franchise agreement as the underlying sales occur. The Company also provides other services for a fee, as outlined in the franchise agreement. The Company has concluded these represent separate single performance obligations. Therefore, revenue is recognized when the support services are performed.

Merchandise Revenue

The Company recognizes revenue from the sale of products, net of sales taxes, when the customer takes ownership of the products sold and assumes the risk of loss. The customer takes ownership and assumes risk of loss at the point of shipping for products other than equipment. Equipment is typically shipped "FOB Destination," and, as such, ownership and risk of loss remain with the Company until the equipment is delivered.

BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

Corporate Services

This includes services in connection with securing residential, commercial, and insurance work for franchisees through CDCS through national account relationships in the United States and Canada. Revenue is recognized at the point in time the franchisee completes the work. The Company is the agent in this relationship and recognizes revenue on a net basis.

Significant Payment Terms

Each contract dictates the timing of billing and payments. Initial franchise, renewal, and transfer fees are due and typically paid when a franchise agreement is entered into and are nonrefundable. Royalties, technology fees, and other support fees are paid on a monthly basis based upon amounts defined within the franchise agreement. Franchise fees are collected prior to the satisfaction of the Company's performance obligation, resulting in the Company recognizing deferred revenue contract liabilities. Refer to the Notes Receivable section for information about financing provided to franchisees. Amounts that are expected to be recognized as revenue within one year are classified as current deferred revenue in the consolidated balance sheet.

Merchandise revenue billings occur upon shipment and are either prepaid or are typically due within 30 days. For corporate services revenue, billing is handled by either the national account or the Company (CDCS) and occurs when the services have been performed. Payment for goods and services performed by the Company is typically in the form of a prepayment or due within 30 days after an invoice is sent to the customer. The Company does not offer discounts if the customer pays some or all of an invoiced amount prior to the due date.

Determining and Allocating the Transaction Price

The transaction price of a contract is the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to a customer. Transaction prices do not include amounts collected on behalf of third parties (e.g., sales taxes). For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in underlying contracts and that the agreements will not be canceled, renewed, or modified.

Most of the Company's contracts with customers have fixed transaction prices that are denominated in U.S. dollars and payable in cash; The Company's franchise agreements with franchisees have transaction prices that contain fixed and/or variable components. Variable consideration includes royalty revenue, as the transaction price is based on the franchisee's sales. The variable consideration is recognized based on the actual amounts incurred each month.

Costs to Obtain a Franchise Agreement

The Company typically incurs commission expenses or third-party broker and referral fees to obtain franchise agreements with franchisees. These charges are related to franchise fee revenue, which is recognized over time. As a result, these charges are capitalized as deferred expenses and are expensed over the term of the respective franchise agreement. For the years ended December 31, 2024, 2023, and 2022, the amounts expensed related to costs to obtain a franchise agreement were approximately \$206, \$232, and \$237, respectively.

BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

Restricted Cash

Restricted cash represents amounts received from franchisees that are restricted for certain advertising activities.

Accounts Receivable

Trade accounts receivable are stated at invoice amounts. An allowance for credit losses is established for amounts expected to be uncollectible over the contractual life of the receivables. The Company collectively evaluates trade receivables to determine the allowance for credit losses. The Company calculates the allowance using an expected loss model that considers the Company's actual historical loss rates adjusted for current economic conditions and reasonable and supportable forecasts. The Company considers unemployment and consumer spending data when making adjustments for reasonable and supportable forecasts. Uncollectible amounts are written off against the allowance for credit losses in the period they are determined to be uncollectible. Recoveries of amounts previously written off are recognized when received.

Notes Receivable

Notes receivable are issued upon the sale of a franchise or area franchise rights; in conjunction with the sale of equipment; or, in some cases, to refinance a franchise's overall obligations. Notes receivable are reported at original issue amount plus accrued interest, less principal repaid. Interest is recognized according to the terms of the specific notes. An allowance for credit losses is established for amounts expected to be uncollectible over the contractual life of the notes receivable. The Company collectively evaluates notes receivable to determine the allowance for credit losses. The Company calculates the allowance using an expected loss model that considers the Company's actual historical loss rates adjusted for current economic conditions and reasonable and supportable forecasts. The Company considers unemployment and consumer spending data when making adjustments for reasonable and supportable forecasts. Uncollectible amounts are written off against the allowance for credit losses in the period they are determined to be uncollectible. Recoveries of amounts previously written off are recognized when received. Notes are considered delinquent if the repayment terms are not met. As of December 31, 2024, \$128 of notes receivable were considered past due.

Fair Value of Financial Instruments

Financial instruments consist of accounts receivable, notes receivable, accounts payable, and debt. The carrying amount of accounts receivable, accounts payable, and debt approximates fair value due to either the short maturity or the existence of variable interest rates that approximate prevailing market rates. The fair value of notes receivable is determined as the present value of future contractual cash flows discounted at an interest rate that reflects the risks inherent in those cash flows. The discount rates range from 4.0% to 12.0% and approximate rates currently observed in publicly traded debt markets for debt of similar terms to individuals with comparable credit risk. As of December 31, 2024, 2023, and 2022 the carrying value of notes receivable approximates fair value.

BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

Inventory

Inventory is stated at the lower of cost or net realizable value, with cost determined on the first-in, first-out (FIFO) method.

Property and Equipment

Property and equipment are recorded at cost. The straight-line method is used for computing depreciation. Assets are depreciated over their estimated useful lives. The cost of leasehold improvements is depreciated over the lesser of the length of the related leases or the estimated useful lives of the assets. Costs of maintenance and repairs are charged to expense when incurred.

Goodwill

The recorded amounts of goodwill from prior business combinations are based on management's best estimates of the fair values of assets acquired and liabilities assumed at the date of acquisition. Goodwill is not amortized but rather is assessed at least on an annual basis for impairment.

During 2024, management determined that the carrying amount of the Company exceeded fair value, which was estimated based on the present value of expected future cash inflows. Accordingly, a goodwill impairment loss of \$10,519 was recognized in 2024, which is included within operating expenses on the consolidated statement of operations. The impairment loss is attributable in part to deteriorating economic conditions impacting the Company and elimination of the TruckMount manufacturing; furthermore, strategic shifts undertaken by management to improve the overall health of the business, including ongoing efforts to reduce the overall size of its franchise network in order to resolve a host of franchisee-related matters of noncompliance, adversely impacted expected future cash inflows as well.

During 2023, management determined that the carrying amount of the Company exceeded fair value, which was estimated based on the present value of expected future cash inflows. Accordingly, a goodwill impairment loss of \$45,537 was recognized in 2023, which is included within operating expenses on the consolidated statement of operations. The impairment loss is attributable in part to deteriorating economic conditions impacting the Company, including rising interest rates and the overall cost of accessible debt necessary to fuel investment; furthermore, strategic shifts undertaken by management to improve the overall health of the business, including ongoing efforts to reduce the overall size of its franchise network in order to resolve a host of franchisee-related matters of noncompliance, adversely impacted expected future cash inflows as well. The remaining goodwill was determined not to be impaired, as the carrying value of the remaining company exceeded the fair value.

During 2022, Delta ceased operations, and, as a result, management determined that the carrying amount of Delta exceeded fair value, which was estimated based on the present value of expected future cash inflows. Accordingly, a goodwill impairment loss of \$1,266 was recognized in 2022, specifically related to Delta ceasing operations, which is included within operating expenses on the consolidated statement of operations.

Intangible Assets

Intangible assets subject to amortization are stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets. Intangible assets that are subject to

BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

amortization are reviewed for potential impairment whenever events or circumstances indicate that carrying amounts may not be recoverable.

During 2022, the Company determined that, based on estimated future cash flows, the carrying amount of the Delta trade name and franchise agreements exceeded their fair value; accordingly, impairment losses in the amount of \$787 and \$4,165, respectively, were recognized and included in operating expenses. No impairment charge was recognized in 2024 or 2023.

Right-of-Use Assets and Lease Liabilities

The Company assesses at contract inception whether a contract is, or contains, a lease. A contract contains a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

The Company has a single recognition and measurement approach for all leases, except for short-term leases. The Company recognizes lease liabilities to make lease payments and right-of-use (ROU) assets at lease inception, as follows:

- ***ROU Assets*** - The Company recognizes ROU assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). ROU assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of ROU assets includes the amount of lease liabilities recognized, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. ROU assets are depreciated on a straight-line basis over the shorter of the lease term and the estimated useful lives of the assets.
- ***Lease Liabilities*** - At the commencement date of the lease, the Company recognizes lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments (including in-substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees. The lease payments also include the exercise price of a purchase option reasonably certain to be exercised by the Company and payments of penalties for terminating the lease, if the lease term reflects the Company exercising the option to terminate.

Variable lease payments that do not depend on an index or a rate are recognized as expenses in the period in which the event or condition that triggers the payment occurs.

The Company has elected to combine lease and non-lease components. In calculating the present value of lease payments, the Company elected to use the Prime Rate at the lease commencement date for property leases. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made.

Other Accrued Liabilities

Other accrued liabilities are composed of invoice accruals, tax accruals, credit card payables, and other miscellaneous accrued liabilities.

BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

Advertising Expense

Advertising expense is charged to income during the year in which it is incurred. Advertising expense for the years ended December 31, 2024, 2023, and 2022 was \$2,680, \$3,027, and \$3,806, respectively.

Income Taxes

The Company joins in filing a consolidated federal income tax return with its parent. Current and deferred tax obligations or benefits are allocated to members of the consolidated group as if each were a separate taxpayer.

A current tax liability or asset is recognized for the estimated taxes payable or refundable on tax returns for the year. Deferred tax liabilities or assets are recognized for the estimated future tax effects of temporary differences between financial reporting and tax accounting. A valuation allowance is recognized if, based on the weight of the available evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized. No valuation allowance was recorded at December 31, 2024, 2023, or 2022.

The Company classifies interest and penalties associated with tax liabilities as income taxes in the accompanying financial statements.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles 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 revenue and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The consolidated financial statements and related disclosures include evaluation of events up through and including March 19, 2025, which is the date the consolidated financial statements were available to be issued.

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BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

3. Prior Period Adjustment

The financial statements for 2022 have been restated to correct an error relating to unidentified impairment of the Delta trade name and franchise agreement intangible assets made in 2022. Retained earnings at the beginning of 2023 have been adjusted for the effects of the restatement on 2022. The following financial statement line items for fiscal year 2022 were affected by the change.

Statement of Operations

Year ended December 31, 2022

	As Previously Reported	As Restated	Effect of Change
Net Revenue	\$ 33,483	\$ 33,483	\$ -
Cost of Revenue	9,055	9,055	-
Gross Profit	24,428	24,428	-
Operating Expenses, before impairment	29,842	27,789	(2,053)
Impairment of Goodwill	-	1,266	1,266
Impairment of Intangible Assets	-	4,952	4,952
Operating Loss	(5,414)	(9,579)	(4,165)
Total Non-Operating Income	1,380	1,380	-
Loss, before income taxes	(4,034)	(8,199)	(4,165)
Less: income tax recovery	(810)	(1,869)	(1,059)
Net Loss	\$ (3,224)	\$ (6,330)	\$ (3,106)

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BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

Balance Sheet

December 31, 2022

	As Previously Reported	As Restated	Effect of Change
Total Current Assets	\$ 11,191	\$ 11,191	\$ -
Right-of-Use Assets, Net	1,379	1,379	-
Property and Equipment, Net	1,701	1,701	-
Goodwill	56,056	56,056	-
Intangible Assets, Net	36,731	32,566	(4,165)
Other Assets	28,076	28,076	-
Total Assets	\$ 135,134	\$ 130,969	\$ (4,165)
Current Liabilities	\$ 6,984	\$ 6,984	\$ -
Operating Lease Obligation, net of current portion	425	425	-
Deferred Revenue, net of current portion	4,864	4,864	-
Deferred Tax Liabilities	4,060	3,001	(1,059)
Total Liabilities	16,333	15,274	(1,059)
Stockholders' Equity	118,801	115,695	(3,106)
Total Stockholders' Equity	118,801	115,695	(3,106)
Total Liabilities and Stockholders' Equity	\$ 135,134	\$ 130,969	\$ (4,165)

As a result of the prior period adjustment, retained earnings as of December 31, 2022 decreased from \$4,558, as originally reported, to \$1,452.

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BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

4. Adoption of New Accounting Pronouncement

As of January 1, 2023, the Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-13, *Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments*. The ASU includes changes to the accounting and measurement of financial assets, including the Company's accounts receivable and notes receivable. The amendments in this ASU reflect an entity's current estimate of all expected credit losses using reasonable and supportable forecasts. The Company adopted the ASU using the modified retrospective method as of January 1, 2023. As a result of the accounting change, retained earnings as of January 1, 2023 decreased from \$1,452 to \$417.

The following financial statement line items for fiscal years 2023 were affected by the change in accounting principle.

Statement of Operations

Year ended December 31, 2023

	As Computed Under Previous Standard	As Reported Under New Standard	Effect of Change
Net Revenue	\$ 31,072	\$ 31,072	\$ -
Cost of Revenue	9,613	9,613	-
Gross Profit	21,459	21,459	-
Operating Expenses, before impairment	19,371	20,604	1,233
Impairment of Goodwill	45,537	45,537	-
Operating Loss	(43,449)	(44,682)	(1,233)
Non-Operating Income	882	882	-
Loss, before income taxes	(42,567)	(43,800)	(1,233)
Less: income tax expense	477	477	-
Consolidated Net Loss	\$ (43,044)	\$ (44,277)	\$ (1,233)

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BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

Balance Sheet

December 31, 2023

	As Computed Under Previous Standard	As Reported Under New Standard	Effect of Change
Current Assets			
Cash	\$ 3,701	\$ 3,701	\$ -
Restricted cash	781	781	-
Accounts receivable, net	2,841	2,338	(503)
Inventory	5,683	5,683	-
Notes receivable, current portion net of allowance	875	639	(236)
Prepaid expenses and other current assets	625	625	-
Total Current Assets	14,506	13,767	(739)
Right-of-Use Assets, Net	3,098	3,098	-
Property and Equipment, Net	2,220	2,220	-
Goodwill	10,519	10,519	-
Intangible Assets, Net	28,264	28,264	-
Other Assets			
Notes receivable, net of current portion and allowance	1,830	1,336	(494)
Amounts due from related parties	24,688	24,688	-
Deferred commissions	871	871	-
Other non-current assets	216	216	-
Total Assets	\$ 86,212	\$ 84,979	\$ (1,233)
Total Liabilities	\$ 14,596	\$ 14,596	\$ -
Stockholders' Equity	71,616	70,383	(1,233)
Total Liabilities and Stockholders' Equity	\$ 86,212	\$ 84,979	\$ (1,233)

BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

5. Accounts Receivable

The following is the detail of accounts receivable:

<i>December 31,</i>	2024		2023		2022	
Trade receivables	\$	2,627	\$	2,880	\$	5,231
Other		979		431		432
Less: allowance for credit losses		878		973		4,589
Net Accounts Receivable	\$	2,728	\$	2,338	\$	3,074

The activity in the allowance for credit losses is as follows:

	2024		2023*	
Balance, January 1,	\$	973	\$	2,990
Additions charged to expense		508		634
Deductions (write-offs)		(603)		(2,651)
Balance, December 31,	\$	878	\$	973

* As disclosed in Note 4, the Company adopted ASU 2016-13, *Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments* in 2023.

6. Inventory

Inventory consists of equipment, cleaning supplies, chemicals, and mixed cleaning solutions. Inventory, net of reserve, consists of the following:

<i>December 31,</i>	2024		2023		2022	
Raw materials	\$	900	\$	1,797	\$	2,000
Finished goods		7,773		3,886		2,393
Total	\$	8,673	\$	5,683	\$	4,393

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BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

7. Notes Receivable

Notes receivable are as follows:

<i>December 31,</i>	2024	2023	2022
Amounts due from the sale of franchises and area franchise rights and refinanced obligations, due in monthly payments, with imputed interest from 4.0% to 12.0%, collateralized by the franchise, equipment, and personal guarantees	\$ 2,428	\$ 3,070	\$ 5,478
Amounts due from the sale of equipment to franchises, due in monthly payments, with imputed interest between 8.5% and 10.5%, collateralized by the equipment	157	20	41
Total Gross Notes Receivable	2,585	3,090	5,519
Less: allowance for credit losses	(1,214)	(1,115)	(1,112)
Less: current portion	578	1,027	1,972
Long-Term Portion	\$ 793	\$ 948	\$ 2,435

The activity in the allowance for credit losses is as follows:

	2024	2023*
Balance, January 1,	\$ 1,115	\$ 1,746
Additions charged to expense	358	292
Deductions (write-offs)	(259)	(923)
Balance, December 31,	\$ 1,214	\$ 1,115

* As disclosed in Note 4, the Company adopted ASU 2016-13, *Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments* in 2023.

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BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

8. Property and Equipment

Property and equipment are summarized as follows:

<i>December 31,</i>	2024	2023	2022	Depreciable Life (Years)
Machinery and equipment	\$ 861	\$ 844	\$ 762	5-7
Vehicles	276	222	102	6
Furniture and Fixtures	191	191	126	7
Office and computer equipment	1,823	1,442	1,253	3-7
Leasehold Improvements	445	441	431	1-5
Construction in progress	488	1,005	362	-
Total Cost	4,084	4,145	3,036	
Less: accumulated depreciation	2,409	1,925	1,335	
Net Property and Equipment	\$ 1,675	\$ 2,220	\$ 1,701	

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BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

9. Intangible Assets and Goodwill

Intangible assets and goodwill of the Company are summarized as follows:

December 31,

	2024		2023		2022 (as restated)	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Amortized Intangible Assets						
Franchise agreements	\$ 32,215	\$ 13,629	\$ 32,215	\$ 11,151	\$ 32,215	\$ 8,684
Patented technology	7,685	5,994	7,600	4,886	7,650	3,801
Trade names	7,400	4,125	7,400	3,375	7,503	2,655
Internal software	1,700	1,700	1,818	1,766	1,818	1,745
Patents and trademarks	384	147	514	105	297	32
Total Amortized Intangible Assets	\$ 49,384	\$ 25,595	\$ 49,547	\$ 21,283	\$ 49,483	\$ 16,917
Goodwill	\$ -	\$ -	\$ 10,519	\$ -	\$ 56,056	\$ -

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BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

Amortization expense for intangible assets totaled \$4,380, \$4,380, and \$5,169 for the years ended December 31, 2024, 2023, and 2022, respectively.

Estimated amortization expense for intangible assets is as follows:

Year ending December 31,

2025	\$	4,354
2026		3,808
2027		3,261
2028		2,990
2029		2,722
Thereafter		6,654
Total		\$ 23,789

10. Leases

The Company is obligated under operating leases primarily for facilities, expiring at various dates through December 2026, taking into consideration lease renewal options and termination provisions. The right-of-use asset and related lease liability have been calculated using discount rates ranging from 3.25% to 8.50%. The weighted-average remaining lease term at December 31, 2024 is 23 months. The weighted-average discount rate used at December 31, 2024 is 7.95%. Some of the leases require the Company to pay taxes, insurance, utilities, and maintenance costs. Total rent expense (presented in operating expenses) under these leases was approximately \$1,267, \$1,051, and \$1,103 for the years ended December 31, 2024, 2023, and 2022, respectively. Total cash paid for operating leases, excluding any variable payments, was \$1,187 for the year ended December 31, 2024.

Future minimum annual commitments under these operating leases are as follows:

Year ending December 31,

2025	\$	1,213
2026		1,127
Total		2,340
Less: amount representing interest		166
Present Value of Net Minimum Lease Payments		2,174
Less: current obligations		1,087
Long-Term Obligations Under Operating leases		\$ 1,087

The Company subleases certain facilities. As of December 31, 2024, there are \$138 of sublease rentals to be received in future periods through 2026. Rental income (included in operating expense) under the sublease was \$403, \$385, and \$268 for the years ended December 31, 2024, 2023, and 2022, respectively.

BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

11. Income Taxes

The components of the income tax provision included in the consolidated statement of operations are all attributable to continuing operations and are detailed as follows:

<i>December 31,</i>	2024	2023	2022 (as restated)
Current income tax expense	\$ 126	\$ 212	\$ 726
Deferred income tax expense (recovery)	356	265	(2,595)
Total Income Tax Expense (Recovery)	\$ 482	\$ 477	\$ (1,869)

A reconciliation of the provision for income taxes to income taxes computed by applying the statutory United States federal rate to income before taxes is as follows:

<i>December 31,</i>	2024	2023	2022 (as restated)
Provision for Income Taxes			
Income tax recovery, computed at 21% of pretax income	\$ (2,220)	\$ (9,416)	\$ (830)
Permanent differences	2,215	9,568	-
State income tax expense (recovery)	95	168	(42)
Return to provision	315	-	-
Other	77	157	(997)
Total Provision for Income Taxes	\$ 482	\$ 477	\$ (1,869)

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BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

The details of the net deferred tax assets (liabilities) are as follows:

<i>December 31,</i>	2024	2023	2022 (as restated)
Deferred Tax Assets			
Allowance for credit losses	\$ 500	\$ 531	\$ 941
Deferred revenue	895	1,259	1,759
Notes receivable	-	52	156
Interest limitation carryforward	813	1,029	872
Accrued liabilities	75	210	231
Lease liability	528	806	399
R&D capitalization	318	255	-
Inventory capitalization	-	494	-
Other	118	125	882
Gross Deferred Tax Assets	3,247	4,761	5,240
Deferred Tax Liabilities			
Intangibles	(5,613)	(6,836)	(7,493)
Inventory capitalization	(522)	-	-
Property and equipment	(138)	(244)	(309)
Prepaid expenses	(109)	(159)	(88)
Right-of-use asset	(488)	(788)	(351)
Gross Deferred Tax Liabilities	(6,870)	(8,027)	(8,241)
Net Deferred Tax Assets (Liabilities)	\$ (3,623)	\$ (3,266)	\$ (3,001)

12. Common Stock

Common stock consists of 5,000 authorized shares of \$1 par value stock. As of December 31, 2024, 2023, and 2022, there were 5,000 shares issued and outstanding.

13. Contingencies

The Company is party to an agreement with an unrelated financial institution where the Company guarantees a portion of the losses resulting from equipment-related financing arrangements made between the financial institution and certain of the Company's franchisees. In the event of a default by a franchisee, the Company guarantees the financial institution's losses, including proceeds received from the sale of collateralized equipment as follows: 30% on equipment and between 30% and 100% on non-equipment. As of December 31, 2024, 2023, and 2022 the financial institution provided cumulative aggregate financing arrangements for certain of the Company's franchisees totaling approximately \$8,170, \$8,170, and \$8,140 with open financed amounts totaling approximately \$147, \$849, and \$1,774, respectively. Payments made under this guarantee during the years ended December 31, 2024, 2023, and 2022 were approximately \$3, \$0, and \$178, respectively, and the Company has recorded the estimated present value of this contingent liability as of December 31, 2024, 2023, and 2022 of approximately \$10, \$13, and \$68, respectively, which is included in accrued liabilities in the accompanying consolidated balance sheet.

BFG Holdco, Inc.

Notes to Consolidated Financial Statements (dollars in thousands)

14. Related Party Transactions

The following is a description of transactions between the Company and related parties:

Amounts Due from Related Parties

At December 31, 2024, 2023, and 2022, the Company had accounts receivable from Belfor USA Group, Inc. totaling \$27,667, \$24,688, and \$23,843, respectively, which relates to amounts advanced for working capital purposes and amounts due for expenses incurred by the Company on behalf of related parties.

Guarantee

The Company has guaranteed balances outstanding on the term loan and line of credit issued to Belfor Holdings, Inc. and other entities related through common ownership. In the event of a default by the affiliates, the Company could be obligated to repay the full amount outstanding on these loans. As of December 31, 2024, the affiliates' outstanding borrowings under the loans and the maximum potential future obligation under this guarantee totaled approximately \$1,410 and \$1,740, respectively. The term loan is payable through November 2030, and the line of credit expires in November 2028. In the event the Company is required to make payments under this guarantee, the Company could seek to recover those amounts from the affiliate; however, the Company does not hold specific recourse or collateral rights in connection with the guarantee.

Guarantee of Performance

The Company is listed as the guarantor of performance within the franchise disclosure documents of various franchisors within Belfor Franchise Group, LLC. In the event the Company is required to make payments under this guarantee, the Company could seek to recover those amounts from the affiliate; however, the Company does not hold specific recourse or collateral rights in connection with the guarantee.

15. Retirement Plans

The Company sponsors a 401(k) plan for substantially all employees. The plan provides for the Company to make a required matching contribution. The Company may also make additional discretionary contributions to the plan. Contributions to the plan totaled \$181, \$212 and \$244 for the years ended December 31, 2024, 2023, and 2022 respectively.

GUARANTEE OF PERFORMANCE

For value received, BFG Holdco, Inc., a Delaware corporation (the "Guarantor"), located at 3310 West End Avenue, Suite 620, Nashville, TN 37203, absolutely and unconditionally guarantees to assume the duties and obligations of Chem-Dry, Inc., NHance, Inc., 1-800 Water Damage International, LLC, Hoodz International, LLC, Ductz International, LLC, Patch Boys International, LLC, Plumberz International, LLC, Packoutz International, LLC, Safer Home Services International, LLC, Cool Binz International, LLC, Redbox+ International, LLC and JunkCo+ International, LLC, under their franchise registrations in each state where the franchises are registered, and under its Franchise Agreement identified in their Franchise Disclosure Documents issued March 28, 2025 (individually, each, a "Franchisor"), and as the Franchise Agreements may be entered into with all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding, notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor Executes this guarantee at Nashville, Tennessee, on March 28, 2025.

Guarantor:

BFG Holdco, Inc.



Janette Sims
Chief Financial Officer

BFG HoldCo Inc
Consolidating Balance Sheet
June 30, 2025

Consolidated

CURRENT ASSETS

Cash & Equivalents	\$	2,060,885
Accounts Receivable, Net		1,330,893
Current Portion - LT AR, Net		660,110
Inventory		8,854,384
Prepays & Other Current Assets		664,440

TOTAL CURRENT ASSETS **13,570,711**

Property & Equipment, net		2,932,395
Long Term A/R		184,336
Goodwill		-
Intangibles, Net		21,618,904
Other Long Term Assets		31,099,618

TOTAL ASSETS **\$ 69,405,964**

CURRENT LIABILITIES

Accounts Payable	\$	722,001
Accrued Liabilities		544,538
Accrued Payroll		797,203
Sales Taxes		94,557
Income Tax Payable		512,953
Deferred Income		562,665
Other Current Liabilities		1,642,563

TOTAL CURRENT LIABILITIES **4,876,481**

LONG TERM LIABILITIES

Deferred Revenue LT		1,899,778
Deferred Taxes		3,622,916

TOTAL LIABILITIES **10,399,175**

STOCKHOLDERS EQUITY

59,006,789

TOTAL LIABILITIES & EQUITY **\$ 69,405,964**

HRI Holdings, Inc. and Subsidiaries
Consolidating Income Statement
YTD as of June 30, 2025

	<u>Consolidated</u>
Revenue	
Total Revenue	\$ 15,283,165
Cost of Goods Sold	
Total COGS	6,738,284
Total Gross Profit	8,544,880
SG & A	5,868,423
Operating EBITDA	2,676,458
Impairment and Other expenses	206,429
EBITDA	2,470,029
Depreciation	465,342
Amortization	2,177,793
Operating Profit (Loss)	(173,106)
Interest Expense	71,984
Earning Before Taxes	(245,089)
Income Taxes	22,237
Net Income (Loss)	\$ (267,326)

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

BFG HoldCo Inc
Consolidating Balance Sheet
September 30, 2025

Consolidated

CURRENT ASSETS

Cash & Equivalents	2,468,902
Accounts Receivable, Net	1,231,648
Current Portion - LT AR, Net	675,043
Inventory	9,200,544
Prepays & Other Current Assets	834,029

TOTAL CURRENT ASSETS **14,410,167**

Property & Equipment, net	2,641,120
Long Term A/R	(56,580)
Goodwill	-
Intangibles, Net	20,537,161
Other Long Term Assets	32,110,902

TOTAL ASSETS **69,642,769**

CURRENT LIABILITIES

Accounts Payable	1,084,480
Accrued Liabilities	596,821
Accrued Payroll	848,456
Sales Taxes	91,431
Income Tax Payable	512,953
Deferred Income	256,260
Other Current Liabilities	1,367,719

TOTAL CURRENT LIABILITIES **4,758,119**

LONG TERM LIABILITIES

Deferred Revenue LT	1,899,778
Deferred Taxes	3,622,916

TOTAL LIABILITIES **10,280,814**

STOCKHOLDERS EQUITY

59,361,956

TOTAL LIABILITIES & EQUITY **69,642,769**

HRI Holdings, Inc. and Subsidiaries
Consolidating Income Statement
YTD as of September 30, 2025

	<u>Consolidated</u>
Revenue	
Total Revenue	2,610,329
Cost of Goods Sold	
Total COGS	1,070,649
Total Gross Profit	<u>1,491,861</u>
SG & A	979,833
Operating EBITDA	512,028
Impairment and Other expenses	283,848
EBITDA	<u>228,180</u>
Depreciation	257,678
Amortization	362,878
Operating Profit (Loss)	<u>(392,376)</u>
Interest Expense	12,553
Earning Before Taxes	<u>(404,929)</u>
Income Taxes	5,678
Net Income (Loss)	<u><u>(410,607)</u></u>

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

**EXHIBIT C
TO FRANCHISE DISCLOSURE DOCUMENT**

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

State	State Administrator
CALIFORNIA	Commissioner of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 213.576.7500 or Toll Free 866.275.2677
CONNECTICUT	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza, Hartford, CT 06103-1800 (860) 240-8299
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 808.586.2722
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 217.782.1090
INDIANA	Indiana Secretary of State Securities Division Franchise Section, Room E-111 302 West Washington Street Indianapolis, IN 46204 317.232.6681
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 410.576.6360
MICHIGAN	Michigan Department of Attorney General Division of Securities Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 517.373.7117

State	State Administrator
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101 651-539-1600
NEW YORK	New York State Department of Law Investor Protection Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005 212.416.8222
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor Dept. 414 Bismarck, ND 58505-0510 701-328-4712
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Securities 350 Winter Street, N.E. #410 Salem, OR 97310 503.378.4387
RHODE ISLAND	Department of Business Regulation Division of Securities 1151 Pontiac Avenue Building 69-1 Cranston, RI 02920 401.222.3048
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 605.773.3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 804.371.9051
WASHINGTON	Director of Dept. of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504360.902.8760
WISCONSIN	Wisconsin Securities Commissioner Department of Financial Institutions 201 W. Washington Avenue, 3 rd Floor P.O. Box 1768 Madison, WI 53703 608.261.9555

State	Agent for Service of Process
CALIFORNIA	California Commissioner of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 213.576.7500 or Toll Free 866.275.2677
CONNECTICUT	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza, Hartford, CT 06103-1800 (860) 240-8299
HAWAII	Commissioner of Securities of the State of Hawaii 335 Merchant Street, Room 203 Honolulu, HI 96813 808.586.2722
ILLINOIS	Illinois Attorney General 500 South Second Street Springfield, IL 62706 217.782.1090
INDIANA	Indiana Secretary of State 201 State House Indianapolis, IN 46204 317.232.6681
MARYLAND	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 410.576.6360
MICHIGAN	Michigan Department of Commerce, Corporations and Securities Bureau 670 Law Building Lansing, MI 48913 517.373.7117
MINNESOTA	Minnesota Commissioner of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101 651-539-1600
NEW YORK	Secretary of State, New York One Commerce Plaza 99 Washington Avenue, 6 th floor Albany, NY 12231
NORTH DAKOTA	North Dakota Securities Commissioner 600 East Boulevard Avenue State Capital, Fifth Floor Dept. 414 Bismarck, ND 58505-0510 701.328.4712

State	Agent for Service of Process
OREGON	Director of Oregon Department of Insurance and Finance 350 Winter Street, N.E. #410 Salem, OR 97310 503.378.4387
RHODE ISLAND	Director of Rhode Island Department of Business Regulation 1151 Pontiac Avenue Building 69-1 Cranston, RI 02920 401.222.3048
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 605.773.3563
VIRGINIA	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 804.371.9051
WASHINGTON	Director of Dept. of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 360.902.8760
WISCONSIN	Commissioner of Securities of Wisconsin Department of Financial Institutions 201 W. Washington Avenue, 3 rd Floor P.O. Box 1768 Madison, WI 53703 608.261.9555

**EXHIBIT D
TO FRANCHISE DISCLOSURE DOCUMENT**

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**EXHIBIT E
TO FRANCHISE DISCLOSURE DOCUMENT**

STATE ADDENDA TO DISCLOSURE DOCUMENT

**THE FTC COVER SHEET OF THIS FDD IS AMENDED TO INCLUDE THE STATE
COVER SHEETS THAT BEGIN ON THE NEXT PAGE:**

CALIFORNIA

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

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

See the cover page of the Disclosure Document for our URL address. A. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AND COMPLAINTS CONCERNING THE CONTENT OF OUR WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.DBO.CA.GOV.

1. The following statement is added to Item 3:

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

2. The following statements are added to Item 17:

California Business & Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

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

The Franchise Agreement may contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur at Nashville, Tennessee with the costs being borne by equally by the parties.

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

The Franchise Agreement requires you to sign a general release if you transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

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

HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

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

ILLINOIS

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Illinois:

1. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
4. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

MARYLAND

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of **Maryland**. This also applies to non-residents of Maryland who will operate a Chem-Dry franchise in the State of Maryland.

1. Item 5 is amended to state “Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance to ensure our pre-opening obligations to you. We have secured a surety bond in the amount of \$136,520, which is on file with the Commissioner.”

1.2. Item 17 is amended to provide that:

- a. The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
- b. The Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- c. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- d. The provision in the Franchise Agreement that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy

law (11 U.S.C. Section 101, *et seq.*).

2.3. You may request and we will provide, within a reasonable amount of time, an accounting of the advertising fund, including a summary of revenue and disbursements. Any such accounting will be strictly confidential.

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

MINNESOTA

Minnesota statute §80C14 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of jurisdiction.

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

Minnesota statute §80C14 provides: It shall be deemed unfair and inequitable for any person to:

- (A) Terminate or cancel a franchise without first giving written notice setting forth all the reasons for the termination or cancellation to the Franchisee at least 90 days in advance of termination or cancellation, and the recipient of a notice fails to correct the reasons stated for cancellation or termination within 60 days within receipt of the notice, except that the notice shall be effective immediately upon receipt where the alleged grounds are:
 - (i) Voluntary abandonment of the franchise relationship by the Franchisee;
 - (ii) The conviction of the Franchisee of an offense directly related to the business conducted pursuant to the franchise; or
 - (iii) Failure to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the Franchisor's trade name, Trademark, service mark, logotype or other commercial symbol after the Franchisee has received written notice to cure of at least 24 hours in advance thereof;
- (B) Terminate or cancel a franchise except for good cause. "Good cause" shall be failure by the Franchisee substantially to comply with reasonable requirements

imposed upon him by the franchise including, but not limited to:

- (i) The bankruptcy or insolvency of the Franchisee;
 - (ii) Assignment for the benefit of creditors or similar disposition of the assets of the franchise business;
 - (iii) Voluntary abandonment of the franchise business;
 - (iv) Conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchise business; or
 - (v) Any act by, or conduct of, the Franchisee which materially impairs the goodwill associated with the Franchisor's Trademark, trade name, service mark, logotype or other commercial symbol.
- (C) Unless the failure to renew the franchise is for good cause as defined in clause (B), Franchisor may not fail to renew a franchise unless (i) the Franchisee has been given written notice of the intention not to renew at least 180 days in advance thereof and (ii) has been given an opportunity to operate the franchise over a sufficient period of time to enable the franchisee to recover the fair market value of the franchise as a going concern measured from the date of the failure to renew. No franchisor may refuse to renew a franchise if the refusal is for the purpose of converting the franchisee's business premises to an operation that will be owned by the franchisor for its own account.

A franchisor may not unreasonably withhold consent to an assignment, transfer, or sale of the franchise where the assignee meets the present qualifications and standards required of other franchisees.

Item 13 is modified as follows: The Minnesota Department of Commerce requires that a Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Trademark infringes Trademark rights of the third party. The Company does not indemnify against the consequences of the Franchisee's use of the Company's Trademark except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, the Franchisee must provide notice to the Company of any such claim within 10 days and tender the defense of the claim to the Company. If the Company accepts the tender of defense, the Company has 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.

Item 17 is amended to provide that you shall not be required to assent to a general release, and that liquidated damages are generally not permitted under Minnesota law.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii)

disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

NEW YORK

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

SPECIAL RISK FACTOR. Information comparing franchisors is available. Call the state administrators listed in Exhibit I or your public library for sources of information. Registration of this franchise by New York State does not mean that the State recommends it or has verified the information in this Franchise Disclosure Document. If you learn that anything in this Franchise Disclosure Document is untrue, contact the Federal Trade Commission and the appropriate State or provincial authority. The franchisor may, if it chooses, negotiate with you about the items covered in the Franchise Disclosure Document. However, the franchisor cannot use the negotiating process to prevail upon a prospective franchisee to accept terms which are less favorable than those set forth in this Franchise Disclosure Document.

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

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

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee [you] to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor [our] approval of transfer”**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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

1. **“Termination by franchisee (you)”**:

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

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

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

NORTH DAKOTA

The following statements are added to Item 17:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota is void.

Arbitration proceedings may take place at a location mutually agreed between the parties that is not remote from your Territory.

You are not required to release any claims you might have against us under the North Dakota Franchise Investment Law.

Covenants not to compete upon termination or expiration of the franchise agreements are generally not enforceable in the State of North Dakota, except in certain instances as provided by law.

RHODE ISLAND

The following statement is added to Item 17:

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

VIRGINIA

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Virginia:

1. The following is added to the Special Risks to Consider:

Spousal Liability. Your spouse may be asked to sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "Virginia Act"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement and/or the Development Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

3. The proposed agreements described in Item 22, including all agreements that a franchisee

must sign, are accurately presented in this Disclosure Document.

WASHINGTON

~~The following statements are added to the Disclosure Document:~~

~~In the event of a conflict of laws, to the extent required by the Act, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 will prevail.~~

~~RCW 19.100.180, may supersede the Franchise Agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement and your relationship with us, including the areas of termination and renewal of your franchise.~~

~~In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.~~

~~A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act, except when executed according to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitation period for claims under the Act, rights or remedies under the Act, such as rights to jury trial might not be enforceable.~~

~~To the extent required by the Act, transfer fees are collectible to the extent they reflect our reasonable estimated or actual costs in effecting a transfer.~~

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

~~RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.~~

~~**WASHINGTON Franchisees who receive financial incentives to refer franchise prospects to Franchisors may be required to register as franchise brokers under the laws of Washington State.**~~

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

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

—**Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington

1. Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

—**General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

4.

—**Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations

period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5.

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

6.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee’s business for any reason during the term of the franchise agreement without the franchisee’s consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

—**Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

9.

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

—**Franchisor’s Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

11.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party’s negligence, willful misconduct, strict liability, or fraud.

—**Attorneys’ Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys’ fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

13.

—**Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed

14. \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a

noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

16.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this day of 20 .

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

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

WISCONSIN

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Wisconsin.

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.
2. The following applies to Franchise Agreements in the State of Wisconsin:
 - (a) The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the Act), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.
 - (b) The Act's requirements that Franchisor must provide franchisee at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. This notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that franchisee has 60 days in which to cure any claimed deficiency. If the deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, franchisee will have 10 days to cure the deficiency.

**EXHIBIT F
TO FRANCHISE DISCLOSURE DOCUMENT**

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

Primary Contact	Street 1	City	State/Province	Bus Phone
ALABAMA				
Christopher S. Harris	615 Opelika Road	Auburn	AL	334-741-3930
Tomberlin, David	5608 Clifford Circle Ste A	BIRMINGHAM	AL	205-595-0100
David Tomberlin	5608 Clifford Circle Suite A	Birmingham	AL	205-870-1692
Tomberlin, David	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	205-870-1692
David Tomberlin	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	205-870-1692
David Tomberlin	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	205-870-1692
Tomberlin, David	5608 Clifford Circle Ste A	BIRMINGHAM	AL	205-553-6334
Tomberlin, David	5608 Clifford Circle Ste A	BIRMINGHAM	AL	205-981-0035
David Tomberlin	5608 Clifford Circle Ste A	BIRMINGHAM	AL	205-981-0035
David Tomberlin	5608 CLIFFORD CIRCLE, STE A	BIRMINGHAM	AL	205-640-0255
David Tomberlin	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	205-870-1692
David Tomberlin	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	205-870-1692
Fred Brereton	2835 S. Pine Street	Foley	AL	251-942-7101
Brereton, Fred & Janet	2835 SO. PINE STREET	FOLEY	AL	251-955-1238
Brereton, Fred & Janet	2835 SO. PINE STREET	FOLEY	AL	251-955-1238
James Michael Biggs	5909 Live Oak Ct	Mobile	AL	251-450-4447
John A. Nielsen	3926 Hall Mill Road	Mobile	AL	251-660-2151
Welch, Janet	PO BOX 230116	MONTGOMERY	AL	334-286-9271
Janet Welch	PO BOX 230116	Montgomery	AL	334-286-9271
Janet Welch	PO BOX 230116	Montgomery	AL	334-286-9271
Tara Outson	200 Brook Court	Smyrna	TN	256-929-8925

Tara Outson	200 Brook Court	Smyrna	TN	615-557-5231
Tara Outson	200 Brook Court	Smyrna	TN	256-929-8925
ARIZONA				
Rachel Marie Hoyt	3161 NORTH MOUNTAIN VIEW DRIVE	PRESCOTT VALLEY	AZ	928-772-1730
Kevin Burns	4898 W. Mayan Drive	Golden Valley	AZ	928-727-0505
John Shaff	1642 McCulloch Blvd. North	Lake Havasu City	AZ	928-854-4576
Michael Court	20 West Baseline Rd	Mesa	AZ	480-649-3663
Michael Court	ATTN: Stephen and Susan Court	Mesa	AZ	480-649-3663
Nicholas Rosin	10202 East Sphere Avenue	Mesa	AZ	480-588-0661
Nicholas Rosin	10202 East Sphere Drive	Mesa	AZ	480-588-0661
Zachary C. Price	693 W. Calle Alta Loma	Oro Valley	AZ	520-885-1389
Matthew R. Barclay	PO Box 1195	Pinedale	AZ	928-368-7701
Matthew R. Barclay	PO Box 1195	Pinedale	AZ	928-368-7701
Rachel Marie Hoyt	3161 N Mountain View Dr.	Prescott Valley	AZ	928-772-1730
Rachel Marie Hoyt	3161 NORTH MOUNTAINVIEW DRIVE	PRESCOTT VALLEY	AZ	928-772-1730
Rachel Marie Hoyt	3161 N. Mountain View Drive	Prescott Valley	AZ	928-772-1730
Jorge Ochoa	28500 N Desert Hills Dr	San Tan Valley	AZ	623-400-6641
Ochoa, Jorge	28500 N Desert Hills Dr	San Tan Valley	AZ	623-400-6641
David Gaulden	14610 E Peak View Rd	Scottsdale	AZ	602-773-1198
Tom McGeorge	6617 E Calle Redondo	Scottsdale	AZ	602-996-8059
David Gaulden	7607 E Green Way Rd	Scottsdale	AZ	602-773-1198
David Gaulden	14610 East Peak View Rd.	Scottsdale	AZ	480-991-2277
David Gaulden	14610 East Peak View Rd.	Scottsdale	AZ	602-773-1198
David Gaulden	14610 East Peak View Rd.	Scottsdale	AZ	602-773-1198
William Garrity	3434 E Kleindale Road, Suite D	Tucson	AZ	520-296-0052
Brandon Merrill	PO BOX 32573	Tucson	AZ	520-881-1263
Mark Smith	7570 E. Speedway Blvd	Tucson	AZ	520-447-4292
Smith, Mark	7570 E. Speedway Blvd	Tucson	AZ	520-447-4292
ARKANSAS				

Maria G. Reyes	1533 North Greenwood Avenue	Fort Smith	AR	479-646-8800
Maria G. Reyes	1533 North Greenwood Avenue	Fort Smith	AR	479-646-8800
Maria G. Reyes	1533 North Greenwood Avenue	Fort Smith	AR	479-646-8800
CALIFORNIA				
Mike Johnson	PO Box 682	Atwater	CA	209-357-4448
Tom McGeorge	1510 Marion Drive	Bakersfield	CA	661-366-9061
McGeorge, Tom & Lou	1510 MARION DRIVE	BAKERSFIELD	CA	661-366-9061
McGeorge, Tom & Lou	1510 MARION DRIVE	BAKERSFIELD	CA	661-366-9061
Dada Ojeisekhoba	34923 Miller Place	Beaumont	CA	951-338-9119
Dada M. Ojeisekhoba	34923 Miller Place	Beaumont	CA	951-338-9119
Dada M. Ojeisekhoba	34923 Miller Place	Beaumont	CA	951-338-9119
Madden, Michael	101 Industrial Rd. #5	Belmont	CA	415-584-2466
Michael Madden	101 Industrial Rd. #5	Belmont	CA	650-592-7110
Michael Goff	101 Industrial Rd. #9	Belmont	CA	650-347-6972
John Davis	P.O. Box 1707	Boulder Creek	CA	831-704-6287
John Davis	P.O. Box 1707	Boulder Creek	CA	831-704-6287
Robert Rodriguez	272 Gemini Ave.	Brea	CA	562-697-7399
Robert Rodriguez	272 Gemini Ave.	Brea	CA	714-671-9466
Robert Rodriguez	272 Gemini Ave.	Brea	CA	714-671-9466
Alfredo Gelacio, Jr.	98 Carlyn Avenue	Campbell	CA	831-688-4858
Alfredo Gelacio, Jr.	98 Carlyn Avenue	Campbell	CA	408-370-7847
Alfredo Gelacio, Jr.	98 Carlyn Avenue	Campbell	CA	831-462-6600
Alfredo Gelacio, Jr.	98 Carlyn Avenue	Campbell	CA	831-346-2335
Ed & Veronica Ramia	8132 Deering Ave.	Canoga Park	CA	818-885-5501
Edward Ramia	8132 Deering Ave.	Canoga Park	CA	818-885-5501
Edward Ramia	8132 Deering Ave.	Canoga Park	CA	818-885-5501
Ramia, Edward	8132 Deering Ave.	Canoga Park	CA	310-459-2380
Ramia, Edward & Veronica	8132 Deering Ave.	Canoga Park	CA	661-222-7160

Brooks Blaquera	20230 Summit View Dr.	Canyon Country	CA	661-251-6051
Rod Van Rijckevorsel	4005 Manzanita Ave	Carmichael	CA	916-641-0144
Roderick A. Van Rijckevorsel	4005 Manzanita Ave.	Carmichael	CA	916-685-5856
Troy Goodman	10952 Noble Street	Cherry Valley	CA	951-849-0498
Goodman, Troy	10952 NOBLE STREET	CHERRY VALLEY	CA	951-849-0498
Jacob and Anna Lopez	14465 Avenue 18 1/2	Chowchilla	CA	559-871-6199
Jacob Lopez	14465 Avenue 18 1/2	Chowchilla	CA	559-871-6199
Jacob Lopez	14465 Avenue 18 1/2	Chowchilla	CA	559-661-8246
Mario Edwin Cortez	1765 Sierra Verde Rd.	Chula Vista	CA	619-892-7061
Don Steffens	7333 Woodruff Way	Citrus Heights	CA	916-983-1144
Don Steffens	7333 Woodruff Way	Citrus Heights	CA	530-889-1144
Robert Levy	1175 Shaw Ave.	Clovis	CA	559-292-9070
Richard (Guy) Comer	464 West Lester Ave.	Clovis	CA	559-785-3107
Ronnie Gonzalez	1736 Via Santiago	Corona	CA	909-501-5375
Tim Peiffer	818 Donovan Court	Davis	CA	916-486-8802
Francisco Moreno	12818 Shorthorn Drive	Eastvale	CA	951-427-0709
Francisco Moreno	12818 Shorthorn Drive	Eastvale	CA	951-427-0709
Rafael Martinez	1318 York Avenue	Escondido	CA	858-274-4513
Ryan Sanborn	2255 Myrtle Avenue Unit C	Eureka	CA	707-443-9969
Ryan Sanborn	2255 Myrtle Avenue Unit C	Eureka	CA	707-443-9969
Timothy Walsh	PO Box 1378	Felton	CA	707-939-9495
Walsh, Timothy Sean	PO Box 1378	Felton	CA	707-939-9495
Abed M. Saad	1109 W. 190TH ST STE I	Gardena	CA	562-420-9711
Saad, Abed M.	1109 W 190th Street, Suite I	Gardena	CA	562-420-9711
Saad, Abed M.	1109 W. 190TH ST. UNIT I	GARDENA	CA	310-559-5613
Sonner, Fred & Alma	1320 JUSTIN AVENUE	GLENDALE	CA	818-956-9433
Fred Sonner	1320 Justin Ave.	Glendale	CA	818-956-9433
Shant Gharibian	1050 Raymond Avenue	Glendale	CA	818-748-2727

Shant Gharibian	1050 Raymond Avenue	Glendale	CA	818-748-2727
Shant Gharibian	1050 Raymond Avenue	Glendale	CA	818-748-2727
Daniel J. Michelotti	PO Box 978	Grover Beach	CA	805-481-3964
Michelotti, Dan, Jan, & Lynne	481 Brighton Ave.	Grover Beach	CA	805-481-3964
Brandon Clement	1811 West Tudor Ln.	Hanford	CA	559-337-5155
Clement, Brandon	1811 West Tudor Ln.	Hanford	CA	559-337-5155
Brandon Clement	1811 West Tudor Ln.	Hanford	CA	559-337-5155
Jagdishwar Brijmohan	4553 W 136th Street	Hawthorne	CA	310-836-7315
Juan A. Martinez	13623 Doty Ave. #5	Hawthorne	CA	310-404-1292
Knipping, Carl	1083 Vine Street	Healdsburg	CA	707-473-0800
Jeffery Prince	78-750 Spyglass Hill	La Quinta	CA	760-772-3341
Linda Blaquera	10 Rocky Creek Lane	Laguna Hills	CA	949-855-8757
Amy Medina	PO BOX 201	Lake Elsinore	CA	888-797-0747
Medina, Amy	POBOX 201	Lake Elsinore	CA	888-797-0747
Carl Knipping	371 Lakeport Blvd, #350	Lakeport	CA	707-262-0762
Carl Knipping	371 Lakeport Blvd. #350	LAKEPORT	CA	707-485-8098
John Shaff	43907 Galion Ave	Lancaster	CA	661-948-8858
Steve Sparks	927 Franklin Street	Lincoln	CA	916-532-1080
Sparks, Steve	927 Franklin Street	Lincoln	CA	916-941-7254
Raymond A. Jones	2414 BROADMOOR STREET	LIVERMORE	CA	925-449-8544
Josh Brannon	4221 Ironwood Avenue	LONG BEACH	CA	310-530-7989
Christopher Rogers	5841 West 75th Street	Los Angeles	CA	323-310-5094
Gerald Nelson	PMB 132 3144 North G Street #125	Merced	CA	209-384-8668
Jeffery Conley	18 Ashton	Mission Viejo	CA	949-452-0170
Kirk Meacham	12021 Dolly Way	Moreno Valley	CA	951-247-1257
Timothy Goeler	28786 Brodiaea Ave.	Moreno Valley	CA	888-224-0026
Goeler, Tim	28786 BRODIAEA AVE.	MORENO VALLEY	CA	760-770-7747
Goeler, Timothy	28786 BRODIAEA AVE	MORENO VALLEY	CA	888-224-0026

Timothy Goeler	28786 Brodiaea Avenue	Moreno Valley	CA	888-224-0026
Timothy Goeler	28786 Brodiaea Avenue	Moreno Valley	CA	888-224-0026
Timothy Goeler	28786 Brodiaea Avenue	Moreno Valley	CA	888-224-0026
Elmer Pineda	26526 Fir Ave.	Moreno Valley	CA	760-565-0062
Thongsai (Kip) Vilaisack	952 School Street	NAPA	CA	707-255-1094
Jihad M. Saad	19209 Parthenia St. Suite G	Northridge	CA	818-718-7154
Jihad M. Saad	19209 Parthenia Street	Northridge	CA	818-718-7154
Saad, Jihad M.	19209 PARTHENIA ST SUITE G	NORTHRIDGE	CA	310-326-6234
Steve Barnett	10934 Tolly Street	Norwalk	CA	562-244-2975
Sean Monroe	22 Commercial Blvd	Novato	CA	415-382-8196
Sean Monroe	22 Commercial Blvd	Novato	CA	415-382-8196
Salam Harati	17 Fontana Ct.	Novato	CA	415-897-5337
Overfield, Peter and Greg	22 Commercial Blvd.	Novato	CA	415-382-8196
Overfield, Peter and Greg	22 Commercial Blvd.	Novato	CA	415-382-8196
Salam Harati	17 Fontana Court	Novato	CA	707-795-3209
Christopher K. Shaw	3800 Oceanic Dr.	Oceanside	CA	760-471-8100
Shaw, Chris	3800 Oceanic Dr.	Oceanside	CA	858-755-2242
Shaw, Chris	3800 Oceanic Dr.	Oceanside	CA	949-463-8585
Jessica Gutierrez	13041 Sirius Avenue	Orange	CA	714-839-5328
Sherry DeMott	238 West Cork Tree Drive	Orange	CA	714-374-2275
Jesus E. Chavira	2736 E. Lakeside Avenue	Orange	CA	714-744-4540
Sherry DeMott	238 West Cork Tree Drive	Orange	CA	714-374-2275
Janet Huffman	17535 THOMPSON CT.	PERRIS	CA	951-776-9198
Janet Huffman	17535 Thompson Ct.	Perris	CA	951-776-9198
Robert Schirmer	12941 Fracine Terrace	Poway	CA	858-344-5001
Robert Schirmer	12941 Francine Terrace	Poway	CA	619-948-9600
William E. Aguilera	19024 Archwood St.	Reseda	CA	818-697-3115
Agustin Campos	774 S. Spruce Ave.	Rialto	CA	909-873-5451

Augstin Campos	774 S. Spruce Avenue	Rialto	CA	909-873-5451
Court, Dean	3103 MORAN AVENUE	RICHMOND	CA	510-236-1669
Dean Court	3103 Moran Ave.	Richmond	CA	510-236-1669
Michael Leffler	1145 Voltaire Drive	Riverside	CA	844-723-3748
Michael Leffler	1145 Voltaire Drive	Riverside	CA	844-723-3748
Evan Stover	617 Elefa St.	Roseville	CA	916-786-8989
Alan Lopez	PO Box 246737	Sacramento	CA	916-399-0769
Luis Pina	3233 Torrance Ave	Sacramento	CA	415-657-0114
Luis Pina	3233 Torrance Ave	Sacramento	CA	650-551-0061
Chad Lopez	7240 Frasinetti Rd.	Sacramento	CA	916-399-0769
Chad Lopez	P.O. Box 246737	Sacramento	CA	916-920-5262
Chad Lopez	Post Office Box 246737	Sacramento	CA	916-920-5262
Lopez, Chad	7240 Frasinetti Rd.	Sacramento	CA	916-399-0769
Melissa Duke	4014 Scarlet Oak CT	San Bernardino	CA	909-982-9999
Melissa Duke	4014 Scarlet Oak CT	San Bernardino	CA	909-982-9999
Tracy Steiger	71 Glenn Way, Unit 4	San Carlos	CA	650-347-1323
Steiger, Tracy	71 Glenn Way, Unit 4	San Carlos	CA	650-347-1323
Michael Coons	7770 Regents Road, #113-277	San Diego	CA	858-530-3033
Mollard, Lori & Wayne	441 W. Allen Ave.	San Dimas	CA	626-357-7070
Mollard, Lori & Wayne	441 W. Allen Ave.	San Dimas	CA	626-357-7070
Corman Leonard	2443 Fillmore St.	San Francisco	CA	415-747-0555
Thomas Walsh	PO BOX 8058	SAN JOSE	CA	408-978-9220
Thomas Walsh	PO Box 8058	San Jose	CA	408-978-9220
Ray Brown	133 Valpreda Road	San Marcos	CA	760-452-9449
Peter Overfield	38 B-2 Beta Ct.	San Ramon	CA	925-820-0650
Peter & Greg Overfield	38 BETA COURT B-2	SAN RAMON	CA	925-820-0650
Greg Overfield	38 B-2 BETA CT	SAN RAMON	CA	925-820-0650
Josh Brannon	4221 Ironwood Avenue	Seal Beach	CA	310-530-7989

Josh Brannon	4221 Ironwood Avenue	Seal Beach	CA	310-530-7989
Miguel (Mike) A. Rivera	PO BOX 811	Sonoma	CA	415-751-3379
Miguel (Mike) A. Rivera	PO BOX 811	SONOMA	CA	707-938-9614
Luis-Emilio Alvarenga	627 Mayfair Ave.	South San Francisco	CA	650-875-3636
Thomas Vosburg	10017 River View Circle	Stockton	CA	209-369-0386
Vosburg, Thomas	10017 River View Circle	Stockton	CA	209-463-4433
Joel New	943 West Fremont St	Stockton	CA	209-465-9018
Ronald M. Regan	3703 Five Mile Dr	Stockton	CA	209-957-8530
Jeff White	P.O. BOX 1221	Tehachapi	CA	661-823-7402
Jo C. Curtice	21733 Anza Ave.	Torrance	CA	310-373-8443
James Beauchamp	PO BOX 8520	Truckee	CA	530-587-6138
James Beauchamp	PO BOX 8520	Truckee	CA	530-587-6138
Daniel Joyce	29550 Cole Grade Road	Valley Center	CA	760-724-4471
Daniel Joyce	29550 Cole Grade Road	Valley Center	CA	760-724-4471
Michael D. Coons	18218 Paradise Mt Rd #13	Valley Center	CA	760-505-1652
Daniel Joyce	29550 Cole Grade Road	Valley Center	CA	760-724-4471
Douglas A. DeSario	PO BOX 4721	Ventura	CA	805-658-2999
Doug DeSario	Post Office Box 4721	Ventura	CA	310-313-1918
Doug DeSario	Post Office Box 4721	Ventura	CA	661-367-8902
Douglas & Caroline DeSario	P.O. Box 4721	Ventura	CA	805-658-2999
Desario, Douglas	PO BOX 4721	VENTURA	CA	805-965-6999
Desario, Douglas	PO BOX 4721	VENTURA	CA	805-658-7999
Desario, Douglas A	PO BOX 4721	VENTURA	CA	805-658-2999
DeSario, Douglas & Caroline	P.O. Box 4721	Ventura	CA	805-658-2999
Douglas & Caroline DeSario	PO Box 4721	Ventura	CA	805-658-2999
Doug DeSario	Post Office Box 4721	Ventura	CA	310-313-1918
Paul Grobbel	1547 Palos Verdes Mall #239	Walnut Creek	CA	925-939-1153
Brandon John Gamba	30 Aleman Ct	Walnut Creek	CA	707-446-3803

Jim Salsbury	749 Lakefield Road	Westlake Village	CA	805-494-1002
Brad Coghill	6345 Painter Ave. #B	Whittier	CA	562-698-1555
Stephen Williams	24085 Rubi Court	Wildomar	CA	951-200-1977
Stephen Williams	24085 Rubi Court	Wildomar	CA	951-696-0363
Michael W. Curteman	717 Gibson Road	Woodland	CA	530-662-6111
Kevin L. Eddy	4413 Bella Vista Circle	Farmington	NM	619-281-2255
Kevin Eddy	4413 BELLA VISTA CIRCLE	FARMINGTON	NM	858-487-1077
Eddy, Kevin L. & Tamara M.	4413 BELLA VISTA CIRCLE	FARMINGTON	NM	760-436-0334
EDDY, KEVIN	4413 BELLA VISTA CR.	FARMINGTON	NM	619-281-2255
Woodard, David	722 BOWLES LANE	GARDNERVILLE	NV	530-577-1928
COLORADO				
Kerry L. Rogers	6496 Brentwood Ct.	Arvada	CO	970-845-0707
Kerry Rogers	6496 Brentwood Ct.	Arvada	CO	303-425-0566
Ashley VanLeuven	4719 Ashfield Court	Boulder	CO	720-304-3910
Ashley VanLeuven	4719 Ashfield Court	Boulder	CO	720-304-3910
Ashley VanLeuven	4719 Ashfield Court	Boulder	CO	720-304-3910
Hanks, David B. & Sharon M.	1155 War Eagle Drive N	COLORADO SPRINGS	CO	719-550-1144
Kevin Huntsman	3335 El Paso Pl Suite 110	Colorado Springs	CO	719-599-4441
Hanks, David B & Sharon M.	6660 Delmonico Dr.	Colorado Springs	CO	970-627-2445
Aaron Pannell	10273 SHARON SPRINGS DR	COLORADO SPRINGS	CO	719-631-9963
Glenn Hansen	1470 S Quebec Way #256	Denver	CO	970-353-3838
Kraig D. Baade	1942 S Quebec Street	Denver	CO	303-450-0595
Kraig D. Baade	1942 S Quebec Street	Denver	CO	303-466-5555
Noah Lopez	PO Box 4602	Durango	CO	970-259-9046
Noah Lopez	PO Box 4602	Durango	CO	970-259-9046
Michael C. Elder	4825 Ruidosa Drive	Fort Collins	CO	970-493-3980
Thomas Baumer	15985 S. Golden Rd. Unit I	Golden	CO	303-255-1900
Thomas Baumer and Bob Krusinski	15985 S. Golden Road	Golden	CO	303-278-0194

Kyle Baldwin	2144 Bluebell Avenue	Greeley	CO	970-667-8801
Kyle Baldwin	ATTN: Kyle Baldwin	Greeley	CO	970-667-8801
Patrick Scott Vick	439 Fairway Lane	Gunnison	CO	970-641-3151
Michael Court	8955 Ridgeline Blvd. Ste 1800	HIGHLANDS RANCH	CO	303-252-0517
Michael Court	8955 Ridgeline Blvd. Ste 1800	HIGHLANDS RANCH	CO	303-252-0517
Michael Court	8955 Ridgeline Blvd. Ste 1800	HIGHLANDS RANCH	CO	303-252-0517
Michael Court	8955 Ridgeline Blvd. Ste 1800	HIGHLANDS RANCH	CO	303-252-0517
Michael Court	8955 Ridgeline Blvd. Ste 1800	HIGHLANDS RANCH	CO	303-252-0517
Michael Court	8955 Ridgeline Blvd. Ste 1800	Highlands Ranch	CO	303-252-0517
Scott G. Abbott	12330 Mineral Road	Longmont	CO	303-652-8400
Bill Wotochek	7839 Lakeshore Dr	Parker	CO	720-768-8982
Darrell Contreras	962 Tamarack Circle	Pueblo	CO	719-647-1545
Darrell Contreras	ATTN: Darrell Contreras	Pueblo	CO	719-647-1545
CONNECTICUT				
David M. Patrick	106 Beaver Brook Rd.	Milford	CT	203-874-4555
William W. Stuart	PO BOX 9232	Noank	CT	860-536-3677
Thomas Galotti	1108 Shippan Avenue	Stamford	CT	203-718-0784
Thomas Galotti	1108 Shippan Ave.	Stamford	CT	203-718-0784
DELAWARE				
Angelo A. Cairo	23233 Blue Water Way	Lewes	DE	302-234-0200
Ward Lee Culver II	10917 Player Lane	Berlin	MD	302-497-7123
David Geer	819 208th St.	Pasadena	MD	302-629-2055
David Greer	819 208th St.	Pasadena	MD	302-629-2055
FLORIDA				
Fred R. Brereton Jr	2835 S. Pine St.	Foley	AL	855-588-7847
Jessica A. Svoboda	13576 NW CR 235	Alachua	FL	352-378-4111
Donald J. Veatch	181 Island Breeze Ave.	Daytona Beach	FL	386-586-2220
Brandon Belles	6011 French Creek Ct	Ellenton	FL	941-263-2626
Brandon Belles	6011 French Creek Ct	Ellenton	FL	941-263-2626

Christine M. Boger	15519 U.S. Hwy 441 N	Eustis	FL	352-350-7698
Christine M. Boger	15519 U.S. Hwy 441 N	Eustis	FL	352-350-7698
Christine M. Boger	15519 U.S. Hwy 441 N	Eustis	FL	352-350-7698
Robert Wayne Davis	2866 Via Piazza Loop	Fort Myers	FL	239-494-8642
Robert Wayne Davis	2866 Via Piazza Loop	Fort Myers	FL	239-949-4559
Robert Wayne Davis	2866 Via Piazza Loop	Fort Myers	FL	239-949-4559
William Speidel	Attn: William	Fort Walton Beach	FL	850-862-0062
William Speidel	594 Lombre Court	Fort Walton Beach	FL	850-862-0062
Greg Kingos	17211 Laurelin Ct.	Ft. Myers	FL	239-945-7757
Jason McLaverty	2400 South Ocean Dr.	Ft. Pierce	FL	772-621-7182
Adesh K. Sahni	11215 ST Johns Industrial Pkwy N.	Jacksonville	FL	904-620-7310
Alex Erwin	6057 Magellan Road	Jacksonville	FL	904-778-7878
Ted Jastremski	18403 Bittern Ave	Lutz	FL	813-402-8403
Ted Jastremski	18403 Bittern Avenue	Lutz	FL	813-402-8403
Dominic Pinate	5650 SW 131 CT	Miami	FL	305-233-6433
Augusto Hernandez	6771 SW 7th Street	Miami	FL	786-339-9168
Trish Boot	441 19th Street Northwest	Naples	FL	239-353-4246
Warren R. Litka	2940 2nd St. N.E.	Naples	FL	239-455-7452
Litka, Warren R.	2940 2ND ST. NE	NAPLES	FL	239-455-7452
Trish Boot	441 19TH ST NW	NAPLES	FL	239-489-1191
Daniel Muller	13127 Bromborough Drive	Orlando	FL	321-204-2931
Daniel Muller	13127 Bromborough Drive	Orlando	FL	321-204-2931
Juliana Pulecio Velasquez	11940 Founders Street	Orlando	FL	321-666-1810
Juliana Pulecio Velasquez	11940 Founders Street	Orlando	FL	321-666-1810
Sara Lynn & Jonathan Ofri	PO BOX 1	Palm City	FL	561-532-1442
Sara Lynn & Jonathan Ofri	PO BOX 1	Palm City	FL	561-532-1442
Pat Occhilupo	9 Bunkerview Place	Palm Coast	FL	386-445-1434
Carey Christopher	2005 Rowe Lane	Pensacola	FL	850-318-3419

Kevin Bream	43 S. Powerline Rd #254	Pompano Beach	FL	877-577-1877
Gary Cannava	601 SE 5th Ter.	Pompano Beach	FL	954-741-5311
Bream, Kevin	43 S. Powerline Rd #254	Pompano Beach	FL	877-577-1877
Gary Cannava	601 SE 5th Terrace	Pompano Beach	FL	561-775-7711
Bream, Kevin	43 S. Powerline Rd #254	Pompano Beach	FL	877-577-1877
Bernardo Quintero	1902 Southwest Logan Street	Port Saint Lucie	FL	772-249-8670
Patricia Yager	10575 Hearth Road	Spring Hill	FL	352-683-9757
Patricia Yager	10575 HEARTH RD	SPRING HILL	FL	352-683-9757
Edward Davis	1644 SW Gregor Way	Stuart	FL	772-288-1141
Ronald J. Burkey	8305 Bay Club Ct	Tampa	FL	509-942-4502
Ronald J. Burkey	8305 Bay Club Ct	Tampa	FL	509-942-4502
Clyde Miller	1438 North River Circle	Tarpon Springs	FL	770-886-9300
Miller, E. Clyde	1438 North River Circle	Tarpon Springs	FL	727-844-0034
Miller, E. Clyde	1438 North River Circle	Tarpon Springs	FL	727-447-4726
Roger Averill	4820 Walton Ave	Titusville	FL	321-634-4456
Roger Averill	4820 Walton Ave	Titusville	FL	321-634-4456
Robert Chavez	86224 Caesars Avenue	Yulee	FL	904-535-5937
Robert Chavez	86224 Caesars Avenue	Yulee	FL	904-535-5937
Carey Christopher	7002 Green Spring Drive	Louisville	KY	850-318-3419
GEORGIA				
Clyde Miller	1438 North River Circle	Tarpon Springs	FL	770-886-9300
Robert Chavez	86224 Caesars Avenue	Yulee	FL	904-650-3575
Scott Arman Miller	387A Old Commerce Road	Athens	GA	706-510-1110
Ivan Clarke	1160 Wing Street	Atlanta	GA	678-737-4977
Ivan Clarke & Tanja Ketisch	220 Beachland Dr.	Atlanta	GA	678-737-4977
Ivan Clarke and Tanja Ketisch	1160 Wings Street	Atlanta	GA	678-737-4977
Ivan Clarke	1160 Wing Street	Atlanta	GA	678-737-4977
Ivan Clarke	1160 Wing Street	Atlanta	GA	678-737-4977

Brian Palmer	228 Busbin Road	Fayetteville	GA	770-631-4536
Brian Palmer	228 Busbin Road	Fayetteville	GA	770-631-4536
Brian E. Massey	110 Lexington Lane	Kingsland	GA	912-673-8883
Brian E. Massey	110 Lexington Lane	Kingsland	GA	912-262-0060
Adam Tolbert	917 Tucker Road	Macon	GA	478-781-6557
Eric McClintock	552 W Atlanta St. Suite B	Marietta	GA	770-218-5656
Eric McClintock	552 W Atlanta St. Suite B	Marietta	GA	404-231-8583
Eric McClintock	552 W Atlanta St. Suite B	Marietta	GA	770-218-5656
Eric McClintock	552 W Atlanta St. Suite B	Marietta	GA	770-218-5656
Eric McClintock	552 W Atlanta St. Suite B	Marietta	GA	770-419-1788
Eric McClintock	552 W Atlanta St. Suite B	Marietta	GA	770-495-7004
Frank Humphries	3181 Red Rose Drive	Powder Springs	GA	470-264-5660
Kevin C. Wann	270 Joe Tike Dr.	Ringgold	GA	423-899-4144
Keith William Sapp	208 East Montgomery Cross Roads	SAVANNAH	GA	912-352-8400
Tanya G. DeVoe	215 Savannah Ave.	Statesboro	GA	912-489-8832
Suhail Saqi	1814 Plum Street	Valdosta	GA	229-244-3304
Samuel L. Anderson	606 Edgefield Road	Belvedere	SC	803-278-6050
HAWAII				
Frank Kelso	91-1121 Keaunui Drive Suite 108	Ewa Beach	HI	808-798-8703
Kristen Shimabukuro	1726 10th Avenue	Honolulu	HI	808-798-9873
Kelii Irvin Ross	94-1010 Leihaku Street	Waipahu	HI	808-371-8874
IDAHO				
Clifford Rogers	720 Pearl Drive	Blackfoot	ID	208-785-1300
Clifford Rogers	720 PEARL DR.	BLACKFOOT	ID	208-785-1300
Jason Smith	1061 Foxmoor Dr.	Hailey	ID	208-788-3999
Jim Johnson	PO Box 3173	Idaho Falls	ID	208-529-9559
Andrew J. Hottinger (Jeff)	2828 Knollcrest Drive	Lewiston	ID	208-746-7056
Hottinger, Andrew J.	2828 Knollcrest Drive	LEWISTON	ID	208-746-7056
Andrew J. Hottinger	2828 Knollcrest Drive	LEWISTON	ID	208-746-7056

Casey McClellan	1331 North 2100 West	Malad	ID	208-766-2370
Lynn & Diana Sharp	909 3rd Stre	MERIDIAN	ID	208-475-5100
Lynn & Diana Sharp	909 3rd Street S.	Nampa	ID	208-475-5100
Lynn Sharp	909 3rd St. South	Nampa	ID	208-475-5100
Sharp, Lynn	909 3RD ST S	NAMPA	ID	208-475-5100
Sharp, Lynn	909 3RD ST S	NAMPA	ID	208-475-5100
Sharp, Lynn	909 3RD ST S	NAMPA	ID	208-475-5100
Sharp, Lynn	909 3RD ST S	NAMPA	ID	208-475-5100
Sharp, Lynn	909 3RD ST S	NAMPA	ID	208-475-5100
Lynn & Diana Sharp	909 3rd Street S.	Nampa	ID	208-475-5100
Sharp, Lynn	909 3RD ST. S	NAMPA	ID	208-475-5100
Shayne Remington	PO Box 82	Rexburg	ID	208-356-6116
Shayne Remington	P.O. Box 82	Rexburg	ID	208-529-2771
Shayne Remington	P O BOX 82	REXBURG	ID	208-356-6116
ILLINOIS				
Sonia Jona Rodriguez	6705 31st Street	Berwyn	IL	312-339-2963
Matthew T. Wilcox	1115 E. Lafayette Street	BLOOMINGTON	IL	309-661-9830
Thomas A. May	1122 Chickory Ridge Trail	Cary	IL	847-550-0828
Derrick Meyers	5009 S. Bend Road	Chana	IL	815-282-5020
Derrick Meyers	5009 S. Bend Road	Chana	IL	815-762-7555
Arevalo, Ignacio	4824 S. Linder Ave	Chicago	IL	708-795-5932
Ignacio Arevalo	4824 S Linder Ave.	Chicago	IL	708-795-5932
Jason L. Armstrong	106 Webster Drive	Columbia	IL	618-281-9999
Jason Armstrong	106 Webster Dr.	Columbia	IL	618-281-9999
Timothy J. Dodaro II	135 Erick St.	Crystal Lake	IL	847-416-2621
Timothy J. Dodaro II	135 Erick St.	Crystal Lake	IL	847-416-2621
Timothy J. Dodaro II	135 Erick St.	Crystal Lake	IL	847-416-2621
Timothy J. Dodaro II	135 Erick St.	Crystal Lake	IL	847-416-2621

Timothy J. Dodaro II	135 Erick St.	Crystal Lake	IL	847-416-2621
Michael Peterman	124 E. Cerro Gordo St.	Decatur	IL	217-789-9788
Michael Peterman	124 E. Cerro Gordo St.	Decatur	IL	217-875-7570
Michael L. Peterman	124 E. Cerro Gordo St.	Decatur	IL	217-789-9788
Mike Peterman	124 E. Cerro Gordo Street	Decatur	IL	217-875-7570
Michael Court	16436 CHERRY CREEK CT. UNIT 5	JOLIET	IL	708-498-3985
Michael Court	16436 CHERRY CREEK CT. UNIT 5	JOLIET	IL	708-498-3985
Jim R. Bibula	617 N 3550th Road	La Salle	IL	815-223-8810
Jim R. Bibula	617 N 3550th Road	La Salle	IL	815-223-8810
Sandra Hattar	16536 Willow Walk Drive	Lockport	IL	708-498-3398
Sandra Hattar	16536 Willow Walk Drive	Lockport	IL	784-983-3980
Sandra Hattar	16536 Willow Walk Drive	Lockport	IL	708-498-3398
Sandra Hattar	16536 Willow Walk Drive	Lockport	IL	708-498-3398
Robert W. Varner	2609 Liberty Drive	Maryville	IL	618-659-9909
Robert W. Varner	2609 Liberty Drive	Maryville	IL	618-659-9909
Michael Court	1042 N Star Lane	New Lenox	IL	708-429-2303
Michael Court	1042 N Star Lane	New Lenox	IL	708-498-3985
Christine M. Hall	8522 Harding Ave.	Skokie	IL	847-933-9283
Jeffrey Keef	67 Clements Rd.	Walnut Hill	IL	618-249-6755
Keef, Jeffrey & Keef, Stacey	67 CLEMENTS RD.	WALNUT HILL	IL	618-998-9373
Jeff Keef	67 Clements Road	Walnut Hill	IL	618-249-6755
Keef, Jeffrey & Keef, Stacey	67 CLEMENTS ROAD	WALNUT HILL	IL	618-249-6755
Ei Maung	206 W. Norman Ln.	Wheeling	IL	847-443-5133
Maung, Ei	206 W. Norman Lane	Wheeling	IL	847-443-5133
Maung, Ei	206 W. Norman Lane	Wheeling	IL	847-443-5133
Hampton, Sean R	3528 Market St.	Hannibal	MO	217-222-6624
INDIANA				
Dennis Campbell	2370 E Baseline Road	Albion	IN	260-490-2705

Dennis Campbell	2370 E Baseline Rd	Albion	IN	260-665-1740
Dennis Campbell	2370 E. Baseline Road	Albion	IN	260-665-1740
Dennis Campbell	2370 E Baseline Rd	Albion	IN	260-768-9130
John Buehler	7203 South Lodge Rd	Bloomington	IN	812-287-9886
John and Jennifer Buehler	7203 South Lodge Rd	Bloomington	IN	812-322-8422
George A. Roccia	919 23rd Street	Columbus	IN	812-376-0671
George A. Roccia	919 23rd Street	Columbus	IN	812-934-5060
R. Edward Frutig	1800 Sterling Avenue	Elkhart	IN	574-255-8221
Frutig, R. Edward	1800 Sterling Avenue	Elkhart	IN	574-255-8221
Frutig, R. Edward	1800 Sterling Avenue	Elkhart	IN	574-255-8221
Frutig, R. Edward	1800 Sterling Avenue	Elkhart	IN	574-294-4958
Frutig, R. Edward	1800 Sterling Avenue	Elkhart	IN	574-293-0994
Ed Frutig	1800 Sterling Ave	Elkhart	IN	574-264-9412
Frutig, R. Edward	1800 Sterling Avenue	Elkhart	IN	574-264-9412
Robert A. Bohrer III	3201 N. 11th Ave	Evansville	IN	812-598-1116
Brad Jacobs	4305 Tacoma Ave	Fort Wayne	IN	260-409-1138
Heath Davis	51635 Terri Brooke Drive	Granger	IN	574-257-7578
Jason & Rachel Boulton	667 Brookview Dr	Greenwood	IN	317-556-7775
Jason & Rachel Boulton	667 Brookview Dr	Greenwood	IN	317-556-7775
Jason & Rachel Boulton	667 Brookview Dr	Greenwood	IN	317-556-7775
Jason & Rachel Boulton	667 Brookview Dr	Greenwood	IN	317-556-7775
Jason & Rachel Boulton	667 Brookview Dr	Greenwood	IN	317-556-7775
Jason & Rachel Boulton	667 Brookview Dr	Greenwood	IN	317-556-7775
Jason & Rachel Boulton	667 Brookview Dr	Greenwood	IN	317-556-7775
Jason & Rachel Boulton	667 Brookview Dr	Greenwood	IN	317-556-7775
Kevin Jones	1601 COUNTRY CLUB ROAD	INDIANAPOLIS	IN	317-273-9814
Tabitha Minor	5751 Tim Tam Court	Indianapolis	IN	317-786-9400
Kevin Jones	1601 Country Club Road	Indianapolis	IN	317-273-9814
Kevin Jones	1601 COUNTY CLUB ROAD	INDIANAPOLIS	IN	317-273-9814

Thomas A. Minor Jr.	5751 TIM TAM COURT	INDIANAPOLIS	IN	317-843-9400
Kevin Jones	1601 COUNTRY CLUB RD.	INDIANAPOLIS	IN	317-273-9814
Jones, Kevin	1601 COUNTRY CLUB ROAD	INDIANAPOLIS	IN	317-273-9814
Kevin Jones	1601 Country Club Rd	Indianapolis	IN	317-273-9814
Kevin & Amy Jones	1601 Country Club Road	Indianapolis	IN	317-273-9814
Thaddeaus Hymas	809 North Cherry Wood Lane	Muncie	IN	765-217-4337
Hymas, Thaddeaus	809 North Cherry Wood Lane	Muncie	IN	765-217-4337
Debra Shirley	742 Ash Street	Tipton	IN	765-675-7544
Richard Lahart	406 Wilshire Ct.	Valparaiso	IN	219-707-6539
Richard Lahart	406 Wilshire Ct.	Valparaiso	IN	219-707-6539
Steve Borchert	PO BOX 2951	W Lafayette	IN	765-423-1166
IOWA				
Mark Pounds	P.O. BOX 263	Cedar Falls	IA	319-277-2585
Mark Pounds	P.O. BOX 263	Cedar Falls	IA	319-277-2585
Jason G. Klein	2020 Werner Ave NE Unit B	Cedar Rapids	IA	319-390-1931
Jason G. Klein	2020 Werner Ave NE Unit B	Cedar Rapids	IA	319-390-1931
Brennan Casler	1606 Southview Circle	Fairfield	IA	641-469-6115
Joe D. Stephens	717 Cunningham Dr.	Sioux City	IA	712-266-1177
Christopher Voss	1140 Lake Ave.	Fairmont	MN	507-236-0713
Steigleder, Michael W.	8943 J STREET	OMAHA	NE	712-328-7412
KANSAS				
Kathy L. Dunn	225 East 16th Avenue	Hutchinson	KS	620-663-1807
Christopher Douglas Green	3979 Woodlawn Blvd, Ste 3	Wichita	KS	316-315-0006
KC Ehrhardt	13954 County Road 180	Rosendale	MO	913-351-3508
KENTUCKY				
Phillip Chad Wheeler	1725 Ashley Circle Suite 110	Bowling Green	KY	270-842-9802
Chad Wheeler	1725 ASHLEY CIRCLE Suite #110	BOWLING GREEN	KY	270-842-9802
Gregory Taylor	116 Keelridge Drive	Georgetown	KY	859-885-0707
Schoenbeck, Gary & Mike	ATTN GARY OR MIIKE SCHOENBECK	La Grange	KY	502-426-9342

Gary Schoenbeck	501 Wilmar Court	La Grange	KY	502-426-9342
Daniel Eckels	2118 Villa Square	Murray	KY	270-227-4601
Eckels, Daniel	2118 VILLA SQUARE	MURRAY	KY	270-227-4601
LOUISIANA				
James L. Billeaudeau	440 Industrial Pkwy Suite 8	Lafayette	LA	225-243-5777
James L. Billeaudeau	440 Industrial Pkwy Suite 8	Lafayette	LA	337-233-9444
Gary Duhon	1004 Lake Ridge Lane	Lake Charles	LA	337-436-3200
MAINE				
Miller, Rick G.	45 BARTLETT ROAD	KITTERY POINT	ME	207-451-9470
Frederick F. Wilcox	32 Lockland Dr.	Windham	ME	207-828-0288
MARYLAND				
Cris Horton	PO Box 1237	California	MD	240-808-9257
Braddy, Ronald D.	3929 Hawthorn RD	Ellicott City	MD	410-857-1600
Ronald D Braddy	3929 Hawthorn RD	Ellicott City	MD	410-461-8077
Imad S. Haddad	20631 Miracle Dr.	Gaithersburg	MD	301-869-0869
Chris Harper	7806 Foxfarm Ln	Glen Burnie	MD	410-514-6023
Chris Harper	7806 Foxfarm Lane	Glen Burnie	MD	410-514-6023
Dale R. Drum	203 Linden Blvd.	Middletown	MD	240-409-0211
Drum, Dale R.	203 LINDEN BLVD	MIDDLETOWN	MD	240-409-0122
Otis Watts III	3126 E. Joppa Rd.	Parkville	MD	410-661-2560
Watts, Otis III	3126 E. JOPPA RD	PARKVILLE	MD	410-661-2560
Joshua Creekmore	20 Killington Drive	Pasadena	MD	410-255-8200
David Geer	819 208th St.	Pasadena	MD	443-331-4141
David Geer	819 208th St.	Pasadena	MD	443-331-4141
Eric Allen Bearinger	4010 Robin Hood Way	Sykesville	MD	410-983-6677
Eric Allen Bearinger	4010 Robin Hood Way	Sykesville	MD	410-983-6677
Eric Allen Bearinger	4010 Robin Hood Way	Sykesville	MD	410-983-6677
Bianca Egalite	10702 Presidential Parkway	Upper Marlboro	MD	301-381-3939
William Denning	5 South Main Street	Woodsboro	MD	240-702-2007

William Denning	5 South Main Street	Woodsboro	MD	240-439-1448
Carlos Ayala	10538 Rogues Road	Midland	VA	202-787-3909
MASSACHUSETTS				
Tom McGeorge	22 South Orleans Road	Harwich	MA	508-255-6564
Daniel Jackunas	185 Lincoln St.	Hingham	MA	781-749-9099
David Swart	122 High St	Pembroke	MA	781-826-7133
David Swart	122 High Street	Pembroke	MA	781-826-7133
David B. Swart	122 High St.	Pembroke	MA	781-826-7133
David Swart	122 HIGH STREET	PEMBROKE	MA	781-826-7133
Rico Traversa	5 North Rd	Peru	MA	413-269-8446
Rico Traversa	5 North Rd	Peru	MA	413-269-8446
Stuart, Nancy	329 FRANKLIN STREET	READING	MA	781-942-2175
Stuart, Nancy	329 FRANKLIN ST	READING	MA	781-942-2175
Nancy Stuart	329 FRANKLIN ST.	Reading	MA	781-942-2175
Patricia Maher	265 Poskus St	Stoughton	MA	508-384-2254
Patricia Maher	265 Poskus St	Stoughton	MA	508-384-2254
Patricia Maher	265 Poskus St	Stoughton	MA	508-384-2254
Patricia Maher	265 Poskus St	Stoughton	MA	508-384-2254
Gregory & Mary Martin	46 Wilson Road	West Yarmouth	MA	508-760-5666
Gregory Martin	46 Wilson Road	West Yarmouth	MA	508-760-5666
MICHIGAN				
Ed Frutig	1800 Sterling Avenue	Elkhart	IN	574-255-8221
Dawn Marrocco	40296 Vincenzia Drive	Clinton Township	MI	734-663-5497
Pittiglio, Cheryl	38552 Albert Blvd	Clinton Township	MI	313-622-1693
Dawn Marrocco	40296 Vincenzia Drive	Clinton Township	MI	734-663-5497
Dawn Marrocco	40296 Vincenzia Drive	Clinton Township	MI	586-576-9700
Dawn Marrocco	40296 Vincenzia Drive	Clinton Township	MI	586-576-9700
Cheryl Pittiglio	38552 Albert Blvd	Clinton Township	MI	313-622-1693
Timothy Lawrence Jettie,	5636 Mayfair	Dearborn Heights	MI	248-476-3580

Boening, John E.	9992 CLARK RD	GRAND LEDGE	MI	517-485-5595
Boening, John E.	9992 W. Clark Rd.	Grand Ledge	MI	517-485-5595
John Edward Boening	9992 W. Clark Rd.	Grand Ledge	MI	517-485-5595
John Boening	9992 Clark Road	Grand Ledge	MI	517-485-5595
Tim Teall	400 Lakeshore Drive	Ishpeming	MI	906-486-8077
Nicholas Fuller	5012 Brooklyn Road	Jackson	MI	517-783-4634
Nicholas Fuller	5012 Brooklyn Road	Jackson	MI	517-783-4634
Sean Thompson	6780 BROOKLYN RD	NAPOLEON	MI	517-263-7146
Sean Thompson	6780 Brooklyn Road	NAPOLEON	MI	517-990-5548
Dominic Pittiglio Jr.	440 Indianside Drive	Oakland	MI	248-879-3954
Douglas N. Dawson	7113 Graal Shores	Rapid River	MI	906-428-1962
Bryon Jackson	2900 North Main St.	Royal Oak	MI	248-589-2250
Tim Whyte	1819 N. 8 Mile Road	Sanford	MI	989-349-6595
Tim Whyte	1819 N. 8 Mile Road	Sanford	MI	989-349-6595
Tim Whyte	1819 N. 8 Mile Road	Sanford	MI	989-349-6595
MINNESOTA				
James Withrow	2720 161st Ave. NW	Andover	MN	763-862-7862
Nicole Roberts	8716 Highwood Way	Apple Valley	MN	651-333-3602
Jeffrey & Tracy Swenson	17021 Commercial Park Rd Suite 3	Brainerd	MN	218-828-4320
Kenneth Brown	16984 12th Street NW	Cokato	MN	320-286-5558
Brown, Kenneth & Ann	16984 12TH STREET NW	COKATO	MN	320-286-5558
Brown, Kenneth & Ann	16984 12th STREET NW	COKATO	MN	320-286-5558
Colton Withrow	15408 Woodland Beach Road	Deerwood	MN	218-828-7040
Christopher Q. Voss	1140 Lake Avenue	Fairmont	MN	507-236-0713
Paul Rynearson	232 N. Murphy St.	Lake Crystal	MN	507-625-5590
Rynearson, Paul	232 N. MURPHY ST.	LAKE CRYSTAL	MN	507-625-5590
Mark Hendricks	36942 County 39	Laporte	MN	218-751-0403
Roy & Karen Simmons	2728 Village Green	Moorhead	MN	218-233-4601

Ben Longest	P.O. Box 857	Owatonna	MN	507-455-1454
Rhodes, Lonnie Mark	ATTN BEN LONGEST	OWATONNA	MN	507-332-2528
Hauser, Robert A.	4502 20 ST SE	ROCHESTER	MN	507-280-9050
Robert Hauser	4502 20TH ST SE	Rochester	MN	507-280-9050
Hauser, Robert & Kathleen	4502 20 ST SE	ROCHESTER	MN	507-280-9050
Hauser, Robert A.	4502 20 ST SE	ROCHESTER	MN	507-280-9050
Jeff Swenson	33078 County Road 2	Saint Joseph	MN	218-828-4320
Swenson, Jeffrey Arnold	33078 Country Road #2	St. Joseph	MN	320-252-9799
Paula Faughender	668 Victoria Street S.	St. Paul	MN	651-341-0933
Faughender, Paula	668 VICTORIA ST.	ST. PAUL	MN	651-341-0933
Paula Faughender & Eric Weispfening	668 Victoria Street S.	St. Paul	MN	651-341-0933
Paula Faughender & Eric Weispfening	668 Victoria Street S.	St. Paul	MN	651-341-0933
David W Plantz	P.O. BOX 146	Onalaska	WI	507-457-9458
MISSISSIPPI				
Troy J. Ross	4 Schooner Lane	Ocean Springs	MS	228-872-4363
Cain, Allen	1035 Parkway Dr	Spring Hill	TN	901-755-5958
MISSOURI				
Kenneth Hukill	2337 W. Cothrell Street	Olathe	KS	913-768-7373
Ronald Sailler	5330 Flint St.	Shawnee	KS	913-962-1992
Steven Weidinger	2501 Northwest Salem Court	Blue Springs	MO	816-229-2312
Steven Weidinger	2501 Northwest Salem Court	Blue Springs	MO	816-229-2312
Tony Sharp	301 Anita Drive	Carl Junction	MO	417-222-3363
Tony Sharp	301 Anita Drive	Carl Junction	MO	417-222-3363
Sean R. Hampton	12109 Country Meadows Place	Hannibal	MO	800-248-3606
Eidem, Douglas L.	810 RABBIT RUN RD	JEFFERSON CITY	MO	573-441-1065
Eidem, Douglas L.	810 RABBIT RUN RD	JEFFERSON CITY	MO	573-346-3306
Douglas L. Eidem	810 Rabbit Run Rd.	Jefferson City	MO	573-635-1065
Eidem, Douglas L.	810 RABBIT RUN RD	JEFFERSON CITY	MO	573-441-1065
Tom McGeorge	208 NW Shagbark	Lee's Summit	MO	816-941-2271

KC Ehrhardt	13954 County Road 180	Rosendale	MO	816-841-4776
KC Ehrhardt	13954 County Road 180	Rosendale	MO	402-525-6136
KC Ehrhardt	13954 County Road 180	Rosendale	MO	402-525-6136
KC Ehrhardt	13954 County Road 180	Rosendale	MO	816-364-2225
Christ Makos	10774 Trenton Avenue	St Louis	MO	636-441-7750
Billy G. Sparks	3803B William Dr.	St. Charles	MO	636-441-4330
Sparks, Billy G.	3803B WILLIAM DR	ST. CHARLES	MO	636-441-4330
Christ Makos	10774 Trenton Avenue	St. Louis	MO	314-423-2800
Katerina Seitz	Katerina Seitz	Sunset Hills	MO	314-423-2800
MONTANA				
John Betcher	PO Box 81021	Billings	MT	406-652-7400
Adam Dewis	PO Box 4708	Bozeman	MT	406-284-8688
Jonathan Henry	3800 8th Avenue South	Great Falls	MT	406-454-2500
David Ward	PO Box 2232	Hamilton	MT	406-363-1532
Bill Simmons	3173 Tancy Drive	Helena	MT	406-458-9615
Mike Walker	Post Office Box 17905	Missoula	MT	406-251-5255
Mike Walker	Post Office Box 17905	Missoula	MT	406-251-5255
NEBRASKA				
Joe Stephens	717 Cunningham Dr.	Sioux City	IA	712-266-1177
Travis Nisley	135 Meadowfield Run	Clemmons	NC	402-934-9300
Travis Nisley	135 Meadowfield Run	Clemmons	NC	402-934-9300
Kenneth M. Hinsdale	10819 S 204th Avenue Circle	Gretna	NE	402-505-6616
Shawn G. Closner	6161 S 97th	Lincoln	NE	402-489-4800
Jeff Carstens	6000 Hitching Post Lane	Lincoln	NE	402-420-9025
Mike Steigleder	8943 J Street	Omaha	NE	402-592-4691
Thomas D. Ferguson	2301 5th Avenue	Scottsbluff	NE	308-632-7752
Robert Orsborn	P.O. Box 348	Stromsburg	NE	402-764-8131
NEVADA				
David Woodard	722 Bowles Lane	Gardnerville	NV	775-782-8477

Adam D. Dowd	PO Box 92438	Henderson	NV	702-438-2436
James Everett Willis	720 Merialdo Lane	Las Vegas	NV	702-766-9066
Catherine Sylvie Remy	7660 Kalmalii Ave	Las Vegas	NV	725-234-6434
Derek Windous	499 W. Edgewater Dr.	Spring Creek	NV	775-738-8850
NEW HAMPSHIRE				
Rick G. Miller	45 Bartlett Road	Kittery Point	ME	603-430-9470
Laurence Dapolito	18 Hillside Drive	Brookline	NH	603-882-1617
NEW JERSEY				
Kramer, Daniel	198 Lincoln Avenue	W. Milford	NH	973-728-6172
Perro, Richard F. (Brothers)	10 Annabelle Ave.	Clifton	NJ	973-773-5559
Richard F. Perro	10 Annabelle Ave.	Clifton	NJ	973-773-5559
Glenn Rosenbower	53 Lincoln Place	East Rutherford	NJ	201-723-4204
Christopher Benford	43 Ocean Blvd.	Keyport	NJ	732-583-6571
Wilce Morisset	1502 Garden Drive	Ocean	NJ	732-607-4400
Wilce Morisset	1502 Garden Dr.	Ocean	NJ	732-607-4400
Marcus, Allen	961 ROUTE 10 EAST	RANDOLPH	NJ	973-376-8787
Allen Marcus	111 Canfield Ave. Unit A-18	Randolph	NJ	973-927-5113
Marcus, Bruce G.	111 Canfield Ave. Unit A-18	RANDOLPH	NJ	908-232-0800
Marcus, Bruce G.	111 Canfield Ave. Unit A-18	RANDOLPH	NJ	800-750-5333
Marcus, Bruce G.	111 Canfield Ave. Unit A-18	RANDOLPH	NJ	800-750-5333
Bruce G. Marcus	111 Canfield Ave. Unit A-18	Randolph	NJ	908-766-7771
Brian Flaherty	107 Highway 71	Spring Lake Heights	NJ	732-751-8520
Flaherty, Brian	107 Highway 71	Spring Lake Heights	NJ	732-751-8520
Kramer, Daniel H.	198 Lincoln Avenue	W. Milford	NJ	973-728-6172
Daniel H. Kramer	198 Lincoln Avenue	W. Milford	NJ	973-728-6172
Melinda S. Gammello	1513 E Woodlawn St	Allentown	PA	908-475-8916
Blau, Andy	1840 County Line Rd	Huntingdon Valley	PA	609-259-6699
Blau, Andy	1840 County Line Rd	Huntingdon Valley	PA	609-259-6699
Antoine Cheek	2027 Snyder Avenue	Philadelphia	PA	215-715-1160

NEW MEXICO				
David Gallegos	9440 San Mateo NE	Albuquerque	NM	505-883-1133
David Gallegos	9440 San Mateo NE	Albuquerque	NM	505-883-1133
David Gallegos	9440 San Mateo NE	Albuquerque	NM	505-883-1133
David Gallegos	9440 San Mateo NE	Albuquerque	NM	505-883-1133
David Gallegos	9440 San Mateo NE	Albuquerque	NM	505-883-1133
Kevin Eddy	4413 BELLA VISTA CIRCLE	FARMINGTON	NM	505-325-7601
Kevin Lee Eddy	4413 Bella Vista Circle	Farmington	NM	505-325-7601
NEW YORK				
Steve Waters	18 Limerick Lane	Ballston Spa	NY	518-583-6699
Elvin Flores	918 Hollywood Avenue	Bronx	NY	917-447-8474
Robert K. Hughes	3373 Howlett Hill Rd	Camillus	NY	315-391-5696
Joseph Charlip	816 Kirkland Court	Central Islip	NY	516-774-4393
Joseph Charlip	816 Kirkland Court	Central Islip	NY	516-774-4393
Mark Brady	19 Wren Drive	Hauppauge	NY	631-474-1834
Brian Speary	34 Pellbridge Dr.	Hopewell Junction	NY	845-299-8209
James Carine	44 Silas Woods Rd.	Manorville	NY	631-878-7088
Michael Thomas Diffley	4 Crabapple Lane	Nanuet	NY	914-333-0875
Michael Diffley	4 Crabapple Lane	Nanuet	NY	845-735-6996
Christian Vasquez	122 East 42nd Street	New York	NY	347-768-7113
Thomas Perry	PO Box 143	Peconic	NY	631-734-7645
Randall Lippert	19 Candee Street	Phoenix	NY	315-343-5220
Cory Casamassina	91 Northern Pkwy. West	Plainview	NY	516-433-0302
Paul Casamassina	91 Northern Pkwy. West	Plainview	NY	516-433-4701
Casamassina, Paul & Cathy	91 NORTHERN PKWY WEST	PLAINVIEW	NY	516-433-4701
Michael Pinelli	77 Wappanocca Ave.	Rye	NY	914-925-2525
Eric S. Wheeler	2075 Brook Lane	Seaford	NY	516-882-0933
Eric S. Wheeler	2075 Brook Lane	Seaford	NY	516-882-0933
Eric S. Wheeler	2075 Brook Lane	Seaford	NY	516-882-0933

Brian Paul Thayer	4333 Cleveland Road	Syracuse	NY	315-391-8520
Ralph J. DeStefanis	1034 Erie Street	UTICA	NY	866-367-2221
DeStefanis, Ralph	1034 Erie St.	UTICA	NY	607-547-6060
Ralph J. DeStefanis	1034 Erie St.	UTICA,	NY	315-363-6752
Ralph J. DeStefanis	1034 Erie St.	UTICA	NY	315-738-1111
Lucille I. Angelo	686 HIGHTOWER WAY	WEBSTER	NY	585-458-5797
Angelo, Lucille I.	686 HIGHTOWER WAY	WEBSTER	NY	585-458-5797
Angelo, Lucille I.	686 HIGHTOWER WAY	WEBSTER	NY	585-458-5797
Lucille I. Angelo	686 Hightower Way	Webster	NY	585-458-5797
Donna Scalfaro	41 Dyke Road	West Seneca	NY	716-706-0003
Donna Scalfaro	41 Dyke Road	West Seneca	NY	716-706-0003
Donna Scalfaro	ATTN: Donna Scalfaro	West Seneca	NY	585-391-0111
Donna Scalfaro	41 Dyke Road	West Seneca	NY	716-706-0003
Elvin Flores	135 Chester Drive	Yonkers	NY	917-447-8474
NORTH CAROLINA				
Richard B. Solan	5100 Reagan Drive	Charlotte	NC	704-875-8877
Quentin Cellucci	13520 Cedar Farm Road APT 207	Charlotte	NC	704-688-0815
Solan, Richard	5100 Reagan Drive	Charlotte	NC	704-875-8877
Richard, Carolyn & Justin Solan	5100 Reagan Drive	Charlotte	NC	704-875-8877
Rick & Carolyn Solan	5100 Reagan Drive	Charlotte	NC	704-875-8877
Richard Reid	106 S. Walnut Circle	Greensboro	NC	336-299-2844
Marino Lopez	4281 Harbor Ridge Drive	Greensboro	NC	336-905-8210
Marino Lopez	4281 Harbor Ridge Drive	Greensboro	NC	336-905-8210
Richard Reid	106 S. Walnut Circle	Greensboro	NC	336-299-2844
Richard Reid	106 S. Walnut Circle	Greensboro	NC	336-299-2844
Richard Reid	106 S. Walnut Circle	Greensboro	NC	336-299-2844
Richard Reid	106 S. Walnut Circle	Greensboro	NC	336-299-2844
Shirley C. Williams	201 East Price St.	Hendersonville	NC	828-697-0088

Robert Medred	1121 Highway 86 North	Hillsborough	NC	919-968-4009
Robert Medred	ATTN: Carbo Clean, Inc.	Hillsborough	NC	919-968-4009
Robert Medred	1121 Highway 86 North	Hillsborough	NC	919-968-4009
Robert Medred	1121 NC HIGHWAY 86 NORTH	Hillsborough	NC	336-437-1800
Walter Tilford Smith, III	312 Soundview Dr.	Kill Devil Hills	NC	252-330-3540
Paul Gullesserian	108 Baywatch Dr.	Mooresville	NC	704-660-0916
Brian Bartholomew	PO Box 752	Nashville	NC	919-285-3140
Brian Bartholomew	Post Office Box 752	Nashville	NC	919-285-3140
Brian Bartholomew	Post Office Box 752	Nashville	NC	252-234-5914
Krystle Brooks	1406 Kelly Place	Newport	NC	252-393-7580
Steven Wilford Murphy	444 S Blount St. #319	Raleigh	NC	919-524-1000
Hutchens, Michael Allen	1220 Shuping Mill Rd	Rockwell	NC	704-662-0071
Michael Allen Hutchens	1220 Shuping Mill Rd	Rockwell	NC	704-933-2000
Hutchens, Michael Allen	1220 Shuping Mill Rd	Rockwell	NC	704-547-0808
Stanley B. Lineberry	324 Ben Eller Lane	Taylorsville	NC	704-484-8887
Stanley B. Lineberry	324 Ben Eller Lane	Taylorsville	NC	704-732-8885
Stanley B. Lineberry	324 Ben Eller Lane	Taylorsville	NC	828-268-3338
Stanley B. Lineberry	324 Ben Eller Lane	Taylorsville	NC	828-268-3338
Stanley B. Lineberry	324 Ben Eller Lane	Taylorsville	NC	828-268-3338
Trenton A. Barnes	1017 CEDAR KNOLL DRIVE	WAKE FOREST	NC	919-553-0662
Trenton A. Barnes	1017 Cedar Knoll Dr.	Wake Forest	NC	919-847-2228
Brandon Sherron	PO Box 93	Wendell	NC	919-366-1980
Jodie Matheny	340 Windy Woods Way	Wilmington	NC	910-994-7774
Carrie A. Hansley	5131 North Causeway Rd, Unit B	Winston Salem	NC	336-945-6160
Carrie A. Hansley	5131 North Causeway Rd, Unit B	Winston Salem	NC	336-945-6160
Carrie A. Hansley	5131 North Causeway Rd	Winston-Salem	NC	336-945-6160
Wood, Charles	4432 Reedy Branch Road	Winterville	NC	252-758-8353
Charles Wood	4432 Reedy Branch Road	Winterville	NC	252-758-8353

Wood, Charles	4432 Reedy Branch Road	Winterville	NC	252-758-8353
Charles Wood & Eric Uhlenbrock	4432 Reedy Branch Road	Winterville	NC	252-758-8353
Zeeshan Fazli	1010 Albany Park Drive	Fort Mill	SC	980-500-0026
NORTH DAKOTA				
Roy A. Simmons	2728 Village Green Dr.	Moorhead	MN	218-233-4601
James D. Sundine	607 25th Avenue South	Grand Forks	ND	701-741-1150
OHIO				
Leroy V. Hamp III	2881 Hamden Dr	Beavercreek	OH	937-233-2008
Leroy V. Hamp III	1184 Richfield Ctr.	Beavercreek	OH	937-233-2008
Lauren & Chris Cocklin	5245 Dolores St. NW	Canton	OH	614-333-1828
Lauren & Chris Cocklin	5245 Dolores St. NW	Canton	OH	614-333-1828
Gerald L. McCray	6000 Bradford Way	Hudson	OH	330-650-2944
Gerald L. McCray	6000 BRADFORD WAY	HUDSON	OH	330-650-2944
Loren Matey	1489 Woodforest NW	Massillon	OH	330-833-3232
Tyler Tucci	833 Mandy Lane	Newark	OH	740-404-8043
Chris Gearhart	78 W Parkside Drive	Powell	OH	614-850-0873
Steven Conner	PO Box 275	Rootstown Township	OH	330-325-2626
Steven Conner & Aerirole Conner	PO Box 275	Rootstown Township	OH	330-325-2626
Toby Barta	2620 Centennial Road	Toledo	OH	419-843-3451
Toby L. Barta	2620 Centennial Rd Suite A	Toledo	OH	800-292-4573
Chris Cocklin	5656 Burntwood Way	Westerville	OH	614-333-1828
Flickinger, Paul	4276 SYLVAN RD	WOOSTER	OH	419-756-5353
Paul Jeffrey Flickinger	4276 Sylvan Road	Wooster	OH	330-262-5139
Flickinger, Paul Jeffrey	4276 Sylvan Road	Wooster	OH	419-281-1434
Steven Finn	2583 Peach Lane	Wooster	OH	330-294-9693
Steven Finn,	2583 Peach Lane	Wooster	OH	330-294-9693
Flickinger, Paul Jeffrey	4276 SYLVAN ROAD	WOOSTER	OH	330-722-2718
OKLAHOMA				
Gary Donaldson	35423 E. 141 Street South	Coweta	OK	918-786-4433

Gary Donaldson	35423 E. 141 Street South	Coweta	OK	918-786-4433
Tiffany Bondurant	6504 Hunter Drive	Edmond	OK	405-771-2009
Richards, John & Linda	816 NORTH DAVID LANE	MUSKOGEE	OK	918-458-5300
John Richards	816 North David Lane	Muskogee	OK	918-683-4884
Kipp Violet	18761 East Red Fox Trail	Owasso	OK	918-233-8554
Kipp Violet	18761 East Red Fox Trail	Owasso	OK	918-233-8554
Herman, Randy	1821 Belt Line Road	Garland	TX	405-215-9777
Herman, Randy	1821 Belt Line Road	Garland	TX	405-215-9777
Herman, Randy	1821 Belt Line Road	Garland	TX	405-215-9777
Herman, Randy	1821 Belt Line Road	Garland	TX	405-215-9777
Herman, Randy	1821 Belt Line Road	Garland	TX	405-215-9777
Herman, Randy	1821 Belt Line Road	Garland	TX	405-215-9777
Herman, Randy	1821 Belt Line Road	Garland	TX	405-215-9777
Herman, Randy	1821 Belt Line Road	Garland	TX	405-215-9777
Herman, Randy	1821 Belt Line Road	Garland	TX	405-215-9777
OREGON				
Roger Schultz	ATTN: ROGER & CHRISTINE SCHULTZ	Bend	OR	541-388-7374
Jeff Couch	P.O. BOX 5676	Central Point	OR	541-665-5244
Geoff Speidel	PO Box 1995	Hood River	OR	541-354-5454
Sean Gallagher	61 Grace Street	Lebanon	OR	541-754-0236
Sean Gallagher	61 Grace Street	Lebanon	OR	541-928-1177
Larz Richardson	3709 Pacific Street	North Bend	OR	541-290-0141
Robert Kelley	22021 SW Sherwood Blvd	Sherwood	OR	360-256-9896
Rob Kelley	22021 SW Sherwood Blvd	Sherwood	OR	503-625-3101
Kelley, Rob	22021 SW Sherwood Blvd	Sherwood	OR	503-625-3101
Kelley, Rob	22021 SW Sherwood Blvd	Sherwood	OR	503-625-3101
Kelley, Rob	22021 SW Sherwood Blvd	Sherwood	OR	503-625-3101
Kelley, Rob	22021 SW Sherwood Blvd	Sherwood	OR	503-625-3101
Rob Kelley	22021 SW Sherwood Blvd	Sherwood	OR	503-625-3101

Rob Kelley	22021 SW Sherwood Blvd	Sherwood	OR	360-573-5390
Rob Kelley	22021 SW Sherwood Blvd	Sherwood	OR	503-625-3101
Mike Tanuvasa	P.O. Box 562	Tualatin	OR	503-256-2266
Mike Tanuvasa	P.O. Box 562	Tualatin	OR	503-256-2266
Mike Tanuvasa	P.O. Box 562	Tualatin	OR	503-235-6184
Mike Tanuvasa	P.O. Box 562	TUALATIN	OR	503-644-4101
Mike Tanuvasa	P.O. Box 562	Tualatin	OR	503-256-2266
Mike Tanuvasa	P.O. Box 562	Tualatin	OR	503-256-2266
Mike Tanuvasa	P.O. Box 562	Tualatin	OR	503-624-1756
Mike Tanuvasa	P.O. Box 562	Tualatin	OR	503-636-4837
Mike Tanuvasa	P.O. Box 562	TUALATIN	OR	503-256-0059
Roger Schultz	2798 S 3200 W	Hurricane	UT	541-388-7374
Schultz, Roger & Christine	2798 S 3200 W	Hurricane	UT	541-388-7374
Roger Schultz	2798 S 3200 W	Hurricane	UT	541-388-7374
Roger Schultz	2798 S 3200 W	Hurricane	UT	541-388-7374
Rodeback, Ronald & Gelene	933 S NEVADA DRIVE	LONGVIEW	WA	360-423-5754
PENNSYLVANIA				
Anthony Mangione	PO BOX 742	Brodheadsville	PA	610-863-6499
Anthony Mangione	P.O. Box 742	Brodheadsville	PA	570-595-9042
Melissa Venneri	2510 State Ave.	Coraopolis	PA	412-262-2234
Melissa Venneri	2510 State Ave.	Coraopolis	PA	412-262-2234
Melinda S. Gammello	3383 Greenwood Dr.	Hellertown	PA	610-821-4916
Blau, Andy	1840 County Line Rd	Huntindon Valley	PA	215-234-7374
Blau, Andy	1840 County Line Rd	Huntingdon Valley	PA	215-234-7374
Iretha Nalls	104 Country Court	Long Pond	PA	570-776-8377
Iretha Nalls	104 Country Court	Long Pond	PA	570-776-8377
Jason Zinobile	22575 Decorum Rd	Neelyton	PA	814-527-4722
Jason Zinobile	22575 Decorum Rd	Neelyton	PA	814-527-4722

Thomas Barkdoll	1207 Mountain Road	Newburg	PA	717-243-8807
Gevorg Marashlian	35 Rockwood Rd.	Newtown Square	PA	610-789-4474
Antoine Cheek	2027 Snyder Ave	Philadelphia	PA	610-638-6363
Antoine Cheek	2027 Snyder Ave	Philadelphia	PA	610-638-6363
Miller, Mark	485 Hartman RD	READING	PA	717-336-6399
Mark Miller	485 Hartman RD	Reading	PA	800-378-4030
Miller, Mark	485 Hartman RD	READING	PA	610-431-4575
Miller, Mark	485 Hartman RD	Reading	PA	610-948-9480
Miller, Mark	485 Hartman RD	READING	PA	717-336-6399
Mark Miller	485 Hartman Rd	READING	PA	610-678-9900
Miller, Mark	485 Hartman RD	READING	PA	610-948-9480
Troy Ramsey	4 East King Street	Shippensburg	PA	717-532-8676
Daren Donovan	203 Whitmer Road	Shippensburg	PA	717-261-1086
Ramsey, Troy	4 E. King Street	Shippensburg	PA	717-261-1950
Daren Donovan	203 Whitmer Road	Shippensburg	PA	717-261-1086
Manwarren, Philip	1 Line St	Throop	PA	570-586-5298
Manwarren, Philip	1 Line St	Throop	PA	570-586-5298
Philip Manwarren	1 Line St	Throop	PA	570-586-5298
Kristie Norman	56 Overhill Road	Williamsport	PA	570-873-0010
Kristie Norman	56 Overhill Road	Williamsport	PA	570-873-0010
Kristie Norman	56 Overhill Road	Williamsport	PA	570-873-0010
J. Mark Minnich	3241 EAST BERLIN RD	YORK	PA	717-632-1058
Minnich, J. Mark	3241 EAST BERLIN RD	YORK	PA	717-600-0242
SOUTH CAROLINA				
Rick and Carolyn Solan	5100 Reagan Drive	Charlotte	NC	704-875-8877
Richard & Carolyn Solan	5100 Reagan Drive	Charlotte	NC	704-875-8877
Samuel L. Anderson	606 Edgefield Road	Belvedere	SC	803-278-6050
Charlie Garcia	2797 Westbrook Rd.	Edgemoor	SC	803-913-3955

Garcia, Charlie & Emily	2797 Westbrook Rd.	Edgemoor	SC	803-913-3955
Zeeshan Fazli	1010 Albany Park Drive	Fort Mill	SC	980-500-0026
Seth A. Hook	120-B Old Mill Rd.	Greenville	SC	864-720-4395
Travis K. Poore	114 Greenside Drive	Greenwood	SC	864-543-3506
Ronald E. Reynolds	745 Sonny Boy Ln	Johns Island	SC	843-766-0052
Ronald E. Reynolds & Andrew Blom	745 Sonny Boy Ln	Johns Island	SC	843-301-0202
Ronald E. Reynolds & Andrew Blom	ATTN: Ronald Reynolds	Johns Island	SC	843-301-0202
Reynolds, Ronald E	745 Sonny Boy Ln	Johns Island	SC	843-301-0202
Brad Smith	336 Barnevelder Drive	Lexington	SC	803-500-4707
Brandon J. Bialecki	406 39th Avenue South	North Myrtle Beach	SC	843-272-1104
Vincent Billy	109 Middleton Place Drive	Piedmont	SC	864-387-3332
Vincent Billy	109 Middleton Place Drive	Piedmont	SC	864-387-3332
Gregory C. Phillips	1527 Mudville Road	Ridgeville	SC	843-797-1025
Paul A. Moen	1708 Congressional Blvd.	Summerville	SC	843-873-5288
Paul A. Moen	1708 Congressional Blvd.	Summerville	SC	843-873-5288
Paul A. Moen	1708 Congressional Blvd.	Summerville	SC	843-873-5288
Paul A. Moen	1708 Congressional Blvd.	Summerville	SC	843-873-5288
KING, MICHAEL	3130 Cain's Mill Road	SUMTER	SC	803-749-4003
Michael King	3130 Cain's Mill Road	Sumter	SC	803-749-4003
Dalton Cody Collins	625 Godwin St.	Sumter	SC	843-662-4939
Dalton Cody Collins	625 Godwin St.	Sumter	SC	803-828-0338
SOUTH DAKOTA				
Joe Stephens	717 Cunningham Dr.	Sioux City	IA	712-266-1177
Brad Engelhart	382091 Spillway Drive	Aberdeen	SD	605-332-1551
Brad Engelhart	382091 Spillway Drive	Aberdeen	SD	605-332-1551
Brad Engelhart	Attn: Brad Engelhart	Tea	SD	605-332-1551
Brad Engelhart	27178 Linda Ave., Ste#2	Tea	SD	605-332-1551
TENNESSEE				
Wann, Kevin C.	270 JOE TIKE DRIVE	RINGGOLD	GA	423-899-4144

Michael Woods	925 Tiny Town Road	Clarksville	TN	931-551-2674
Michael Woods	925 Tiny Town Road	Clarksville	TN	931-551-2674
Michael Woods	925 Tiny Town Road	Clarksville	TN	931-551-2674
Jenna W. Tamayo	1805 W. State of Franklin Road	Johnson City	TN	423-225-8525
Jenna W. Tamayo	1805 W. State of Franklin Rd.	Johnson City	TN	423-225-8525
Andrew Stuart Bremer	3503 Mirage Lane	Knoxville	TN	865-355-0200
Andrew Stuart Bremer	2705 Cloudberry Lane	Knoxville	TN	865-355-0200
Andrew Stuart Bremer	2705 Cloudberry Lane	Knoxville	TN	865-355-0200
Amanda C. Mottern	4178 Larchpoint Cove	Lakeland	TN	901-382-3339
James Eichel	320 Grooms Road	Puryear	TN	731-333-1828
Sean E. Tinsley	PO BOX 1503	Smyrna	TN	615-223-9945
Tara Ouston	200 Brook Ct	SMYRNA	TN	615-557-5231
Tinsley, Sean & Neva Ann	PO BOX 1503	SMYRNA	TN	615-223-9945
Tim Outson	200 Brook Ct.	Smyrna	TN	615-557-5231
Tim Outson	200 BROOK COURT	SMYRNA	TN	615-454-0275
Allen Cain	1012 Rochelle Ave	Thompsons Station	TN	615-373-5044
Allen Cain	1012 Rochelle Ave	Thompson's Station	TN	901-755-5958
Allen Cain	1012 Rochelle Ave	Thompson's Station	TN	615-373-5044
Cain, Allen	1012 Rochelle Ave	Thompson's Station	TN	615-790-7757
Allen Cain	1012 Rochelle Ave	Thompson's Station	TN	931-388-0878
Allen Cain	1012 Rochelle Ave	Thompson's Station	TN	615-373-5044
Neil Burgin	3655 Old Manchester Hwy.	Tullahoma	TN	931-455-6266
Neil Burgin	3655 OLD MANCHESTER HWY	TULLAHOMA	TN	931-455-6266
TEXAS				
Sharlene DeVore	PO Box 63	ABILENE	TX	325-695-2335
Sharlene DeVore	PO Box 63	Abilene	TX	325-695-2335
David J. Katz	4015 Beltline Road Suite 106B	Addison	TX	972-490-1977
Roger Thomas	PO BOX 7753	Amarillo	TX	806-353-5053

Richard Garcia	817 S. Belleview St.	Amarillo	TX	806-353-5053
Casey M. Barba	PO Box 92105	Austin	TX	512-892-1116
Casey Barba	PO Box 92105	Austin	TX	512-892-1116
Derrick Barba	PO Box 92105	Austin	TX	512-892-1116
Haitham Ahmed	14112 McCoy Loop	Austin	TX	737-200-2885
Haitham Ahmed	14112 McCoy Loop	Austin	TX	737-200-2885
Haitham Ahmed	14112 McCoy Loop	Austin	TX	737-200-2885
John Anthony Ramirez	305 Interstate 10 S	Beaumont	TX	409-866-5700
Adrian Tenorio	1087 Rio Brazos	Boerne	TX	210-741-9470
Tenorio, Adrian	1087 Rio Brazos	Boerne	TX	210-741-9470
Patrick Skweres	1204 Prairie Lea St.	Brenham	TX	979-277-9333
Patrick Skweres	1204 Prairie Lea St.	BRENHAM	TX	979-277-9333
Patrick Skweres	1204 Prairie Lea St.	BRENHAM	TX	979-277-9333
Amy Diamond	P.O. BOX 2063	Cleburne	TX	817-558-3113
Amy Diamond	1220 Lynnwood Dr	Cleburne	TX	817-558-3113
Bradley W. Ayers	5400 ELMO WEEDON RD.	COLLEGE STATION	TX	979-776-9833
Bradley W. Ayers	5400 Elmo Weedon Rd.	College Station	TX	979-776-9833
Bradley Ayers	5400 Elmo Weedon Road	College Station	TX	979-776-9833
Herman, Randy & Erika	11110 PETAL ST. SUITE 100	DALLAS	TX	972-690-7272
Angie Rodriguez	1202 North East 5th St.	Dumas	TX	806-935-5504
Carolyn Copeland	5115 Ocotillo	El Paso	TX	915-581-1387
Greg Garcia	7337 Desierto Luna	El Paso	TX	915-833-2411
Wally Closner	9708 Santa Clara Drive	Fort Worth	TX	817-560-9192
Jamal Pedescleaux	4701 Marbella Circle	Fort Worth	TX	817-475-9995
Jamal Pedescleaux	4701 Marbella Circle	Fort Worth	TX	817-475-9995
John Cordero	4212 Mantis St	Fort Worth	TX	817-242-4462
Jamal Pedescleaux	4701 Marbella Circle	Fort Worth,	TX	817-475-9995
Matthew Plante	1612 Garden Lakes Drive	Friendswood	TX	346-217-9105

Matthew and Maxine Plante	1612 Garden Lakes Drive	Friendswood	TX	281-460-9484
Matthew and Maxine Plante	1612 Garden Lakes Drive	Friendswood	TX	346-217-9105
Matthew and Maxine Plante	1612 Garden Lakes Drive	Friendswood	TX	346-217-9105
Randy Herman	1821 Belt Line Road	Garland	TX	972-690-7272
Randy Herman & Erika H. Herman	1821 Belt Line Road	Garland	TX	972-530-2219
Herman, Randy & Eirka	1821 Belt Line Road	Garland	TX	972-517-7979
Randy Herman & Erika H. Herman	1821 Belt Line Road	Garland	TX	972-690-7272
Randy Herman	1821 Belt Line Road	Garland	TX	972-980-9436
Tracy Meek	2534 Shell Road Ste. C	Georgetown	TX	512-868-6722
Meek, Tracy L.	2534 Shell Road Ste. C	GEORGETOWN	TX	512-868-6722
Tracy Meek	2534 Shell Road Ste. C	Georgetown	TX	512-868-6722
Tracy Meek	2534 Shell Rd.	Georgetown	TX	512-868-6722
Brandon Russell	8225 E FM 916	Grandview	TX	817-294-7557
Paola Michel	2100 Grayson Dr.	Grapevine	TX	817-409-4199
Paola Michel & Angel Rodriguez	2100 Grayson Dr	Grapevine	TX	817-409-4199
Howard Thornton	2187 FM 1564 E	Greenville	TX	214-241-1143
Thornton, Howard	2187 FM 1564 E	Greenville	TX	214-241-1143
Gene Quintana	13330 Western Oak Dr. STE 5	Helotes	TX	210-695-9888
Gene Quintana	13330 Western Oak Dr. Ste. 5	Helotes	TX	210-680-1370
Gene Quintana	13330 WESTERN OAK DR. STE 5	HELOTES	TX	830-331-2003
Alvaro Mejia	958 W. 18th. Street	Houston	TX	281-350-4644
Alvaro Mejia	958 W. 18th. Street	Houston	TX	281-350-4644
Katz, David J.	2296 Prairie Wind Path	Lewisville	TX	972-490-1977
David Katz	2296 Prairie Wind Path	Lewisville	TX	972-490-1977
Sujay Kumar Bhatt	804 Claremont Court	McKinney	TX	469-770-7123
Sujay Kumar Bhatt	804 Claremont Court	McKinney	TX	469-770-7123
Glenn Keelin	4901 Lancashire Rd	Midland	TX	432-315-3551
Glenn & Tracy Keelin	4901 Lancashire Rd	Midland	TX	432-315-3551

Miller, Ralph Ben III	774 CAMBRIDGE DR.	NEW BRAUNFELS	TX	830-379-3816
Ralph B. Miller, III	774 Cambridge Dr.	New Braunfels	TX	830-606-9200
Miller, Ralph III & Carey	774 CAMBRIDGE DR.	NEW BRAUNFELS	TX	210-651-5109
Ralph B. Miller III	774 CAMBRIDGE DR.	NEW BRAUNFELS	TX	512-459-3816
Darnell M. (goes by Maurice) Green	P.O. Box 3415	Palestine	TX	903-723-7503
Lori J. Flores	1407 Ebeling Drive	Plainview	TX	806-296-5415
Richard Dwight Emmot II	2458 Santa Barbara Loop	Round Rock	TX	737-377-3787
Richard Dwight Emmot II	2458 Santa Barbara Loop	Round Rock	TX	737-377-3787
Richard Dwight Emmot II	2458 Santa Barbara Loop	Round Rock	TX	737-377-3787
Ignacio Arevalo	8222 Maloy Manor	San Antonio	TX	210-680-4891
Raynard Crouteau	2308 W. Houston Street	Sherman	TX	903-893-4898
Michael Smith	PO BOX 5305	Texarkana	TX	903-838-9748
Stephens Kaigler	11 S. Dragonwood Pl.	The Woodlands	TX	832-228-0264
Stephens Kaigler	11 S. Dragonwood Pl.	The Woodlands	TX	832-956-1535
Stephens Kaigler	11 S. Dragonwood Pl.	The Woodlands	TX	832-956-1535
Bryan Guajardo	504 E. Warren Ave	Victoria	TX	361-573-4432
Daniel Maher	PO Box 23614	Waco	TX	254-666-5128
Daniel & Deborah Maher	PO Box 23614	Waco	TX	512-483-1666
Dale Weixel	313 Sanchez Ct.	Weatherford	TX	817-244-1777
Weixel, Dale (Weixel, Inc.)	313 Sanchez Court	Weatherford	TX	817-596-4420
James Espinoza	15502 Galveston Road	Webster	TX	281-488-6595
James Espinoza	15502 HIGHWAY 3 SUITE 122	WEBSTER	TX	281-488-6595
UTAH				
Wade Chalfant	423 South Stage Coach Drive	Brookside	UT	435-705-1035
Bart Rich	13659 S. Hansomcab Way	Herriman	UT	801-571-9853
Teresa & Darryl Adcock	P.O. Box 332	Hyde Park	UT	435-752-6100
Teresa Adcock	P.O. BOX 332	Hyde Park	UT	435-752-6100
Darryl & Teresa Adcock	P.O. BOX 332	Hyde Park	UT	435-752-6100

Shon Stevens	1425 South 50 West	Kaysville	UT	801-896-3790
Shon Stevens	1425 South 50 West	Kaysville	UT	801-896-3790
David Nelson	4260 N 300 West Street	Pleasant View	UT	801-254-1633
David Nelson	4260 N 300 West Street	Pleasant View	UT	801-254-1633
Randy Ostler	3927 West Deerhorn Dr.	Riverton	UT	801-254-0317
Juan Perez	5171 W. Jaycie Court	Salt Lake City	UT	801-266-8150
Juan Perez	5171 W. Jaycie Court	Salt Lake City	UT	801-266-8150
Juan Perez	5171 W. Jaycie Court	Salt Lake City	UT	801-266-8150
Juan Perez	5171 W. Jaycie Court	Salt Lake City	UT	801-266-8150
Juan Perez	5171 W. Jaycie Court	Salt Lake City	UT	801-905-1627
Qualls, Johnathan D.	3224 CHATEAU VIEW CIR	SOUTH JORDAN	UT	801-547-1200
Johnathan Qualls	3224 Chateau View Circle	South Jordan	UT	801-255-6919
John and Kristy Qualls	3224 Chateau View Circle	South Jordan	UT	801-229-2000
John and Kristy Qualls	3224 Chateau View Circle	South Jordan	UT	801-266-1149
Stanley Snyder	387 North 200 West	Spanish Fork	UT	801-798-2882
Scot Pyne	41 W 400 North	Tooele	UT	435-882-1601
VERMONT				
Gary Catozzi	196 Stratton Rd	Rutland	VT	800-244-2033
Gary Catozzi	196 Stratton Rd	Rutland	VT	802-775-4195
Gary Catozzi	196 Statton Rd	Rutland	VT	802-775-4195
VIRGINIA				
Chris Lunn	4556 Eisenhower Ave.	Alexandria	VA	703-519-4545
Chris Lunn	4556 Eisenhower Ave.	ALEXANDRIA	VA	703-519-4545
Patrick S. Fautroy	PO BOX 1106	Centreville	VA	703-323-1041
Fautroy, Patrick S.	PO BOX 1106	Centreville	VA	703-524-6359
Rory Shifflett	PO BOX 171	Charlottesville	VA	434-979-9274
Peter Agrios	524 Longdale Crescent	Chesapeake	VA	757-424-3618
Peter Agrios	524 Longdale Crescent	Chesapeake	VA	757-424-3618
James Carrigan	311 Stonewall Dr.	Fredericksburg	VA	540-899-8911

James Carrigan	311 Stonewall Dr.	Fredericksburg	VA	540-899-8911
Don Rowe	2683 Hadensville Fife Rd	Goochland	VA	757-220-9020
Don Rowe	2683 Hadensville Fife Rd.	Goochland	VA	757-220-9020
Jim Slaughter Jr.	10451 Chamberlayne Rd.	Mechanicsville	VA	804-569-9501
Mark Fulcher	8545 Meadowbridge Road	Mechanicsville	VA	804-264-2920
Carlos Ayala	10538 Rogues Road	Midland	VA	301-656-0123
Carlos Ayala	10538 Rogues Road	Midland	VA	703-393-8450
Carlos Ayala	10538 Rogues Road	Midland	VA	301-656-0123
Ali Hamdallah	PO BOX 4717	Midlothian	VA	804-639-2131
Brian Dougherty	16 Dwight Rd.	Newport News	VA	757-877-0648
Brian Curran	2361 B Greystone Court	Rockville	VA	804-620-3050
Brian Curran	2361 B GREYSTONE CT.	ROCKVILLE	VA	804-620-3050
Joseph Flores	1537 Mill Race Dr	Salem	VA	540-375-6625
Joseph Flores	1537 Mill Race Dr	SALEM	VA	540-375-6625
Joseph Flores	1537 Mill Race Dr	Salem	VA	540-951-2423
Heather Staples	3045 Clarke Drive	Virginia Beach	VA	757-471-0087
Heather Staples	3045 Clarke Drive	VIRGINIA BEACH	VA	757-471-0087
William Russell Francis	408 Misty Meadow Drive	Winchester	VA	540-535-1200
WASHINGTON				
Rob Kelley	22021 SW Sherwood Blvd	Sherwood	OR	503-625-3101
John Hess	PO BOX 30978	Bellingham	WA	360-734-3551
Michael Kirkman	19218 Filbert Road	Bothell	WA	425-778-4195
Barry Cooney	35718 59th Ave. Ct. E	Eatonville	WA	253-262-0626
Barry Cooney	35718 59th Ave. Ct. E	Eatonville	WA	253-262-0626
Ronald Magaoay	19529 61st Ave. NE	Kenmore	WA	425-419-6051
Omar Garcia	105303 E. 1049 PRSE	Kennewick	WA	509-579-0747
Omar Garcia	105303 E. 1049 PR SE	Kennewick	WA	509-579-0747
Omar Garcia	105303 E. 1049 PRSE	Kennewick	WA	509-579-0747

Omar Garcia	105303 E. 1049 PRSE	Kennewick	WA	509-579-0747
Omar and Stephanie Garcia	105303 E. 1049 PRSE	Kennewick	WA	509-579-0747
Brent Phelps	21328 SE 284th St.	Kent	WA	253-630-4913
Brent Phelps	21328 SE 284th Street	Kent	WA	253-630-4913
Brent Phelps	21328 SE 284th Street	Kent	WA	253-630-4913
Brent Phelps	21328 SE 284th Street	Kent	WA	253-630-4913
BRENT PHELPS	21328 SE 284th Street	Kent	WA	253-630-4913
Phelps, Brent & Gwendolyn	21328 SE 284TH ST	KENT	WA	888-330-4913
Ronald Rodeback	933 South Nevada Dr.	Longview	WA	360-423-5754
Erasmo Garcia	P.O. BOX 2036	Lynnwood	WA	425-775-0368
Sergio A. Marroquin	P.O. BOX 841	Lynnwood	WA	425-778-2141
James Kilty	9 overlake lane	Mccleary	WA	360-339-7577
Joanne Sandberg	PO BOX 1327	MILTON	WA	253-927-4496
Joanne Sandberg	POST OFFICE BOX 1329	MILTON	WA	425-413-2828
Joanne Sandberg	POST OFFICE BOX 1329	MILTON	WA	425-369-9751
Sandberg, Tod O.	P.O. BOX 1327	MILTON	WA	253-630-0585
Tod O. Sandberg	P.O. BOX 1327	MILTON	WA	360-352-1155
Sandberg, Joanne	PO BOX 1327	Milton	WA	253-838-3870
Thomas Bly	PO Box 621	Mount Vernon	WA	360-428-1880
Thomas Bly	P O Box 621	Mount Vernon	WA	360-629-6429
Thomas Bly	PO BOX 621	MT VERNON	WA	360-383-0100
Thomas Bly	PO BOX 621	MT. VERNON	WA	360-428-1880
Chakos, Gene and Colleen	13314 Bitter Place	N. Seattle	WA	206-783-1003
Chakos, Gene and Colleen	13314 Bitter Place	N. Seattle	WA	206-783-1003
Chakos, Gene and Colleen	13314 Bitter Place	N. Seattle	WA	206-783-1003
Daniel Cosper	PO Box 636	Oak Harbor	WA	360-679-1507
Daniel Cosper	P.O. BOX 636	Oak Harbor	WA	360-679-1507
James Kilty	607 Cherrywood Drive SW	Olympia	WA	360-339-7577

Erasmio Garcia	P.O. BOX 77358	Seattle	WA	206-935-3285
Gene Chakos	10115 Greenwood Ave N Ste 100	Seattle	WA	206-783-1003
Jose Mella	2007 Northwood Avenue NE	Tacoma	WA	360-339-7577
Scott W. Johnson	PO BOX 39245	Tacoma	WA	253-572-2901
Jose Mella	2007 Northwood Avenue NE	Tacoma	WA	253-446-7071
WEST VIRGINIA				
Jason Neighbors	145 Beal Road	Dilliner	PA	304-598-3691
Francis, Cheryl & Rusty	P.O. Box 1338	Winchester	VA	540-535-1200
WISCONSIN				
Randall Glaze	855 Jason Court	Brillion	WI	920-426-5757
Randall Glaze	855 Jason Ct	Brillion	WI	920-426-5757
Randall Glaze	855 Jason Court	Brillion	WI	920-426-5757
Sean Barber	1808 Fort Howard Avenue	DePere	WI	920-343-6468
Bernard R. Bleuel	1977 Kane Lane	Green Bay	WI	920-680-8379
Bleuel, Bernard R.	1977 KANE LANE	GREEN BAY	WI	920-680-8379
Kurt Schoenick	N2475 Sally Court	Greenville	WI	920-739-5757
Kurt Schoenick	N2475 Sally Court	Greenville	WI	920-739-5757
Kurt Schoenick	N2475 Sally Court	Greenville	WI	920-739-5757
Marcus Greiber	7294 Pond Road	Hartford	WI	262-457-2166
Marcus Greiber	Attn: Marcus Greiber	Hartford	WI	262-617-9784
Joshua Stephen Duggan	921 Applegate Road	Madison	WI	608-271-5900
Michael Neumaier	PO Box 620273	Middleton	WI	608-827-5454
David W. Plantz	P.O. BOX 146	Onalaska	WI	608-788-6000
Jamie Gauger	W2280 Crestview Lane	Sheboygan	WI	920-467-1600
Sean Sylvester	4310 Confier Ct.	Union Grove	WI	262-995-3249
Sean Sylvester	4310 Confier Ct. Unit 103	Union Grove	WI	262-995-3249
Sean Sylvester	4310 Confier Ct. Unit 103	Union Grove	WI	262-995-3249
Sean Sylvester	4310 Confier Ct. Unit 103	Union Grove	WI	262-995-3249
WYOMING				

Jon Paul	PO Box 61	Cody	WY	307-587-6242
Serena Schwartz	423 C Street	Rock Springs	WY	307-209-3444
Serena Schwartz	423 C Street	Rock Springs	WY	307-209-3444
Serena Schwartz	423 C Street	Rock Springs	WY	307-209-3444
Tyler Johnson	1111 Woodland Park Road	Sheridan	WY	307-672-8639
CANADA				
Sahil Gupta	3 Kingsland Place SE	Airdrie	AB	587-742-1379
Michael Graham	3806 18 St SW	Calgary	AB	403-249-7539
Michael Graham	3806 18 St SW	Calgary	AB	403-249-7539
Hugo Perez	124 Saddlebrook Circle NE	Calgary	AB	403-831-8452
Florin Mihai	148 Willowmere Way	Chestermere	AB	587-800-4676
Ken or Don Milne	121-11080 Ellerslie Rd SW	Edmonton	AB	587-855-5619
Mahesh Bariya	2307 82 St SW	Edmonton	AB	587-210-2125
Kory Reinbold	P.O. Box 1125	Red Deer	AB	403-346-2722
Darcy Ouellet	50 Rupert Crescent	Red Deer	AB	587-447-2833
Madjid Addouche	10386 Jackson Road	Maple Ridge	BC	877-795-9250
Kevin Roger Genereux	21555 Dewdney Trunk Rd Unit 4.	Maple Ridge	BC	778-655-8439
Avjot Bahia	10219 158 Street	Surrey	BC	778-833-0947
Darren Chalus	307 Archibald St	Winnipeg	MB	204-284-0399
Duncan McGenn	1664 Shore Road	Eastern Passage	NS	902-830-4680
Duncan McGenn	1664 Shore Road	Eastern Passage	NS	902-830-4680
Esmael Kariminezhad	2-25 Hart Drive	Barrie	ON	705-721-8866
Richard & Chris McWhinnie	M116 110 Didsbury Road	Kanata	ON	613-820-6007
Carl Baker	32-700 Erinbrook Drive	Kitchener	ON	519-747-2334
Carl Baker	32-700 Erinbrook Drive	Kitchener	ON	519-747-2334
Carl Baker	32-700 Erinbrook Drive	Kitchener	ON	519-747-2334
Bradley MacKay	40 Needham Street	Lindsay	ON	705-878-8697
Bradley MacKay	40 Needham Street	Lindsay	ON	705-878-8697

Bradley MacKay	Attn: Bradley MacKay	Lindsay	ON	705-878-8697
Bradley MacKay	40 Needham Street	Lindsay	ON	705-878-8697
Timothy Amyotte	1524 Willow Way	Mississauga	ON	286-997-9114
Brenton Boodoosingh	6099 Eaglewood Drive	Niagara Falls	ON	289-805-3578
Brenton Boodoosingh	6099 Eaglewood Drive	Niagara Falls	ON	289-805-3578
Brenton Boodoosingh	6099 Eaglewood Drive	Niagara Falls	ON	289-805-3578
Ahmad Hamad El-Hamad	2857 Sherwood Heights	Oakville	ON	905-335-4394
Ahmad Hamad El-Hamad	2857 Sherwood Heights	Oakville	ON	905-335-4394
Ahmad Hamad El-Hamad	2857 Sherwood Heights	Oakville	ON	416-699-6616
Ahmad Hamad El-Hamad	2857 Sherwood Heights	Oakville	ON	613-228-1696
Ahmad Hamad El-Hamad	2857 Sherwood Heights	Oakville	ON	905-620-0522
Navneet Sharma	76 Birkdale Road	Scarborough	ON	647-919-7675
Lee Ann/James Zahavich	582 Falconbridge Road	Sudbury	ON	705-560-3670
Marek Jasionek and Beatrice Kowalewska	64 Beaumonde Heights Drive	Toronto	ON	416-916-0550
Esmael Kariminezhad	15525 Rue Oakwood #206	Pierrefonds	QC	514-613-3355
Frank McEniry	5284 Rue Jonergin	Saint-Hubert	QC	514-779-7000
Frank McEniry	5284 Rue Jonergin	Saint-Hubert	QC	514-779-7000
Ryan Baiton	30 Sommerfeld Dr	Regina	SK	306-757-1212
David Foster	1738 Saskatchewan Avenue	Saskatoon	SK	306-934-5995
Kyle Irvine	162 North Star Dr	Whitehorse	YT	867-332-1444

**FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENTS,
BUT NOT OPENED AS OF OCTOBER 31, 2024**

None.

**EXHIBIT G
TO FRANCHISE DISCLOSURE DOCUMENT**

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

Primary Contact	Street 1	City	State/Province	Bus Phone
John Gerrard	PO Box 4905	Gulf Shore	AL	256-339-4942
John Shaff	1642 McCulloch Blvd. North	Lake Havasu City	AZ	928-854-4576
John Brewer	3232 W. Philadelphia Lane	Tucson	AZ	520-744-9333
Wally Parachnowitsch	P. O. Box 1401	Vernon	BC	250-558-1993
Real, Juan Carlos	9520 W. Escondido Canyon Road	Agua Dulce	CA	800-724-5531
Ed Ramia	8132 Deering Ave.	Canoga Park	CA	818-885-5501
Jacob Lopez	14465 Avenue 18 1/2	Chowchilla	CA	559-871-6199

Guy and Heather Comer	464 West Lester Ave.	Clovis	CA	559-785-3107
James LaFontaine	3599 Halifax Way	CONCORD	CA	925-356-2300
Michele L. Dapello	6502 Peggy Circle	Huntington Beach	CA	714-842-8828
Rosie Reyes Mamaril	3943 Irvine Blvd.	Irvine	CA	844-233-6747
Shannon Hubbard	PO Box 32	Long Barn	CA	209-714-4145
Theresa Lynn Wolfley	8200 Jantzen Road	Modesto	CA	209-525-8348
Elmer Pineda	26526 Fir Ave	Moreno Valley	CA	714-865-1687
Eric Skala	231 E Alessandro Blvd. Ste A PMB 703	Riverside	CA	951-778-0548
Rojas, Jorge & Dolores	11665 Cebada Ct.	SAN DIEGO	CA	888-224-7321
Kelley Gallagher	27060 Crossglade Ave	Santa Clarita	CA	661-690-7477
Ronald and Pamela Regan	3703 Five Mile Dr.	Stockton	CA	209-957-8530
Darrin Bell	807 Davis Street	VACAVILLE	CA	530-758-2960
Fabian Penaloza	2021 Sperry Ave. #16A	Ventura	CA	805-658-7155
Brad Coghill	6345 Painter Ave. #B	Whittier	CA	562-698-1555
Glenn Hansen	1470 S Quebec Way #256	Denver	CO	303-745-9933
Kraig D. Baade	1942 S Quebec Street	Denver	CO	970-673-2108
Donald Kado	8955 Ridgeline Blvd. Ste 1800	Highlands Ranch	CO	303-791-3030
Mark L. Weinberger	181 Highland Ave.	Norwalk	CT	203-866-7699
Richard deBoer	350 Chapel Rd. Unit 9	South Windsor	CT	860-528-9220
Nicole S. Thsuma	957 E Altamonte Dr	Altamonte Springs	FL	407-728-2253
Christine M. Boger	15519 U.S. Hwy 441 N	Eustis	FL	352-350-7698
Robert Wayne Davis	2866 Via Piazza Loop	Fort Myers	FL	239-949-4559
Jason McLaverty	2400 South Ocean Dr.	Ft. Pierce	FL	772-621-7182
George Steven Pettigrew	3584 Prescott Loop	Lakeland	FL	813-993-4427
Clyde Miller	7035 San Jose Loop	New Port Richy	FL	770-886-9300
Daniel Muller	13127 Bromborough Drive	Orlando	FL	321-204-2931
Juliana Pulecio Velasquez	11940 Founders Street	Orlando	FL	321-666-1810
Tammy Samuel	906 Landmark Circle	Tierra Verde	FL	727-334-1777

Michelle Browne	3068 Wren Circle NW	Kennesaw	GA	770-425-6999
Frank Humphries	3181 Red Rose Dr.	Powder Springs	GA	470-264-5660
Matthew S. Winfrey	1217 E 18TH ST	Norwalk	IA	515-981-3034
Lynn Sharp	909 3rd St. S.	Nampa	ID	208-475-5100
Robert J. Lake	1436 Forest Ave.	Calumet City	IL	708-862-6565
Michael Peterman	124 E. Cerro Gordo Street	DECATUR	IL	217-875-7570
Walter Shipman	2662 BIMINI LANE	NEW LENOX	IL	708-423-1991
Thomas Matzuka	1820 Wallace Avenue	St. Charles	IL	630-562-3930
Jacobsen, Mark E.& Pamela M.	8021 MASON LANE	WOODRIDGE	IL	630-985-5663
Debra Shirley	742 Ash Street	TIPTON	IN	765-675-7544
Mark P. Jameson	PO BOX 3401	SALINA	KS	785-823-3222
Marcus Graham	188 Rosetta Dr.	Florence	KY	859-635-4672
Chad Wheeler	2106 W. Surrey Drive	Owensboro	KY	270-684-0969
Patrick Louviere	206 Morning Cypress Drive	Broussard	LA	337-427-8575
Randy Jett	102 Billy Lou Drive	Lafayette	LA	337-988-1004
David B. Swart	122 High Street	Pembroke	MA	781-826-7144
Michael Halliday, Jr	50 Franklin Street	Worcester	MA	508-379-4919
Scott Fitzgerald	3913 Longley Rd.	Abingdon	MD	410-593-0727
Andrew Wolfe	2066 Whitney Lane	Bel Air	MD	443-232-2525
George A. Melnichenko	303 Braeburn Glen Ct	Millersville	MD	410-987-3127
Jeffery L Jackson, Jr	13702 Modrad Way	Silver Spring	MD	240-414-8332
Jerri L. Schell	16114 Drayton Farm Dr.	Spencerville	MD	301-476-9013
Joseph & Elizabeth Weiss	6589 Jackson Road	Ann Arbor	MI	734-663-5497
Sean Thompson	6780 Brooklyn Road	NAPOLEON	MI	517-990-5548
Ted Kobylas	3130 South Sashabaw Road	Oxford	MI	248-330-6198
Dan Williams	2318 250th Street	Marshall	MN	507-532-4452
Tony Sharp	301 Anita Drive	Carl Junction	MO	417-222-3363
Eidem, Douglas L.	810 Rabbit Run Rd	Jefferson City	MO	573-441-1065

Nathan Prodell	811 S 12th Ave	Ozark	MO	417-221-8883
Shirley Williams	201 EAST PRICE STREET	HENDERSONVILLE	NC	828-697-0088
Krystle Brooks	P.O. Box 2012	Newport	NC	252-393-7580
Bruce Richard Baker	PO BOX 41453	RALEIGH	NC	919-878-0288
Stanley B. Lineberry	324 Ben Eller Lane	Taylorsville	NC	828-268-3338
Scott Mauch	16212 Franklin St.	Omaha	NE	402-689-2509
David Jannone	296 Pittstown Road	Pittstown	NJ	908-735-4966
Isaac Maryasis	12 Village Road	Sea Bright	NJ	732-972-7887
Rojas, Jorge III	6129 Kachina St. NW	Albuquerque	NM	858-277-4245
John "Stu" Stewart	8201 Golf Course Rd. NW #D3 161	Albuquerque	NM	505-899-8199
James Berardi	2528 Balsam Ave	East Meadow	NY	516-551-9574
Paul McCormack	6260 Sunrise Hwy.	Massapequa	NY	516-541-2700
Ralph J. & Deborah Destefanis	1034 Erie St.	UTICA	NY	315-699-1979
Russell H Bryant, JR	731 Kelley Lane	Sandusky	OH	419-626-4822
Jeffrey R. Taylor	P.O. BOX 472228	Tulsa	OK	918-333-4432
Theodore Wolski	2824 B Street	Forest Grove	OR	503-640-3199
Karen Colburn	3500 South River Rd.	Grants Pass	OR	541-479-8011
Rob Kelley	22021 SW Sherwood Blvd	Sherwood	OR	503-625-3101
Iretha Nalls	104 Country Court	Long Pond	PA	201-877-5598
Jason Zinobile	22575 Decorum Rd	Neelyton	PA	814-527-4722
Terry Hardan	809 Avenue Lajoie	Dorval	QC	514-636-7992
Allen Brasington	Attn: W. Allen Brasington	Camden	SC	803-828-0338
Robert Jettie	P.O. Box 22621	Hilton Head	SC	843-689-3456
Brad A. Smith	336 BARNEVELDER DR	LEXINGTON	SC	803-500-4707
MICHAEL FERRIS	129 Dowenbury Drive	Myrtle Beach	SC	843-999-5304
Michael Woods	925 Tiny Town Road	Clarksville	TN	931-551-2674
Joe Moore	518 Ellie Lee Drive	Smyrna	TN	615-242-2200
Ramirez III, John A.	305 Interstate 10 S	Beaumont	TX	409-866-5700

Adrian Tenorio	1087 Rio Brazos	Boerne	TX	210-741-9470
Hector R. Gonzalez	2993 Tehuacan Drive	Eagle Pass	TX	830-776-1228
Roger Beaman	2206 Savannah Drive	Mansfield	TX	817-460-7260
Glenn & Tracy Keelin	4901 Lancashire Rd	Midland	TX	432-315-3551
Robert LoFranco	140 Lt. John Decker Drive	San Marcos	TX	737-265-2266
Jeff Madrid	875 East Emerald	Sandy	UT	801-523-8878
John & Kristy Qualls	3224 Chateau View Circle	South Jordan	UT	801-255-6919
Fauntroy, Patrick	PO BOX 1106	Centreville	VA	703-323-1041
Agrios, Peter	524 Longdale Crescent	CHESAPEAKE	VA	757-874-5560
Pernell Cooke	110 Coliseum Crossing	HAMPTON	VA	757-685-5333
Carlos Ayala	10538 Rogues Road	Midland	VA	301-656-0123
Robert S. Kennedy	9665 Old Foxville Road	Warrenton	VA	703-330-0052
Joanne Sandberg	PO BOX 1327	MILTON	WA	253-838-3870
Jose Espino Mella	2007 Northwood Avenue NE	Tacoma	WA	253-353-0508
Robert and Paula Leland	7050 Walnut Rd.	Eau Claire	WI	715-227-8070
Robert Leland	7050 Walnut Rd.	Eau Claire	WI	715-227-8070
John Williamson	324 Knollwood Drive	Hudson	WI	651-358-2226
Joshua Duggan	921 Applegate Road	Madison	WI	608-355-5050
FRANCHISEES WHO LEFT THE SYSTEM AFTER SELLING/TRANSFERRING THEIR BUSINESS				
Cheree Aubut	14531 NW 146 Ave,	Alachua	FL	352-328-8873 (cell)
Isaac & Olga Maryasis	12 Village Road	Sea Bright	NH	732-972-7887 (bus.)
Christa Wagner	4023 Button Bush Court	San Bernardino	CA	909-509-1333 (cell)
Joseph Weiss & Elizabeth Weiss (Weiss-Tracy, Inc.)	6589 Jackson Road	Ann Arbor	MI	734-646-9494 (cell)
Robert LoFranco	140 Lt. John Decker Drive	San Marcos	TX	737-293-6946
Don Kado	14650 E. Hampden Pl.	Aurora	CO	303-888-7879

Wallace Eugene & Brenda J. Power	1535 Spring Hills Dr.	Spring	TX	281-732-3700

*Some franchisees terminated, transferred or ceased operating more than one franchise license

**EXHIBIT H-1
TO THE FRANCHISE DISCLOSURE DOCUMENT
FRANCHISE ORGANIZATIONS**

As of the date of this Disclosure Document, we have not created any Franchise Organizations.

**EXHIBIT H-2
TO THE FRANCHISE DISCLOSURE DOCUMENT
INDEPENDENT FRANCHISEE ASSOCIATIONS**

As of the date of this Disclosure Document, to our knowledge, there are no Independent Franchise Associations.

**EXHIBIT I
TO FRANCHISE DISCLOSURE DOCUMENT**

DISCLOSURE ACKNOWLEDGEMENT QUESTIONNAIRE

To be completed by each signatory to the Franchise Agreement.

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Chem-Dry, Inc. and you are preparing to enter into a Franchise Agreement for the operation of a franchise. Please review each of the following questions carefully and provide honest responses to each question. Please do not sign this Questionnaire if the franchisee is a Hawaii, Maryland or Washington resident or if the franchised business will be located in the State of Hawaii, Maryland or Washington.

1. Have you received and personally reviewed the Franchise Disclosure Document and each exhibit we provided to you? Yes _____ No _____
2. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it? Yes _____ No _____
3. Have you discussed operating a franchise with an attorney, accountant or other professional advisor? Yes _____ No _____
4. Do you understand the success or failure of your franchise will depend on many factors including your skills and abilities, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace? Yes _____ No _____
5. Has any employee or other person speaking on behalf of us made any statement or promise regarding the amount of money you may earn in operating the franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes _____ No _____
6. Has any employee or other person speaking on behalf of us made any statement or promise concerning the total amount of revenue the franchise will generate that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes _____ No _____
7. Has any employee or other person speaking on behalf of us made any statement or promise regarding the costs involved in operating the franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes _____ No _____
8. Has any employee or other person speaking on behalf of us made any statement or promise concerning the actual, average or projected profits or earnings or the likelihood of success that you should or might expect to achieve from operating a franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes _____ No _____
9. Has any employee or other person speaking on behalf of us made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes _____ No _____

10. If you have answered “Yes” to any of the questions 7 through 11, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of the foregoing questions, please leave the following space blank.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

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

Maryland sales/Maryland residents: The representations, acknowledgements and affirmations in this Exhibit are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Act.

Washington sales/Washington residents: This Franchisee Disclosure Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

FRANCHISE APPLICANT

_____, 20__

EXHIBIT J

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Connecticut, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	pending
Florida	pending
Hawaii	pending
Illinois	pending
Indiana	pending
Maryland	pending
Michigan	pending
Minnesota	pending
New York	pending
North Dakota	pending
Rhode Island	pending
South Dakota	pending
Utah	pending
Virginia	pending
Washington	pending
Wisconsin	pending

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

EXHIBIT K
TO FRANCHISE DISCLOSURE DOCUMENT
RECEIPTS

RECEIPTS

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 Chem-Dry, Inc., offers you a franchise, it must provide the 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.

If Chem-Dry, 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 C.

New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other Agreement, or the payment of any consideration that relates to the franchise relationship. Michigan and Oregon require that we give you this Disclosure Document at least ten business days before the execution of the franchise or other Agreement, or the payment of any consideration that relates to the Franchise Relationship.

Date of Issuance: March 28, 2025, as amended April 29, 2025, ~~as amended October 21~~ ~~September 30, 2025~~.

See Exhibit C for our registered agents authorized to receive service of process.

I have received a disclosure document dated March 28, 2025, as amended April 29, 2025, ~~as amended October 21~~ ~~September 30, 2025~~, that included the following Exhibits:

Exhibit A – Agreements:

- A-1 - Franchise Agreement and Addenda
- A-2 - Promissory Note
- A-3 - Confidentiality / Non-Disclosure Agreement
- A-4 - General Release(s)
- A-5 - Equipment Sales and Security Agreement
- Exhibit B – Financial Statements
- Exhibit C – State Administrators / Agents for Service of Process
- Exhibit D – Manual Table of Contents

- Exhibit E – State Addenda to Disclosure Document
- Exhibit F – List of Franchisees
- Exhibit G – List of Former Franchisees
- Exhibit H-1 – Franchise Organizations
- Exhibit H-2 – Independent Franchisee Associations
- Exhibit I – Disclosure Acknowledgement Questionnaire
- Exhibit J - State Effective Dates Page
- Exhibit K - Receipts

The franchise seller is Chem-Dry, Inc., 310 West End Ave., Suite 620, Nashville, TN 37203, (800) 841-6583. Any additional individual franchise sellers involved in offering the franchises are:

Doug Smith D’Wayne Tanner Other _____.

Date Received: _____

Signature of Prospective Franchisee

Print Name

Entity Name (if applicable)

Signature of Prospective Franchisee

Print Name

Entity Name (if applicable)

You should return one copy of the signed receipt by signing, dating, and emailing it to your sales representative or mailing it to us at 3310 West End Ave., Suite 620, Nashville, TN 37203. You may keep the second copy for your records.

RECEIPTS

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 Chem-Dry, Inc. offers you a franchise, it must provide the 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.

If Chem-Dry, 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 C.

New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other Agreement, or the payment of any consideration that relates to the franchise relationship. Michigan and Oregon require that we give you this Disclosure Document at least ten business days before the execution of the franchise or other Agreement, or the payment of any consideration that relates to the Franchise Relationship.

Date of Issuance: March 28, 2025, as amended April 29, 2025, ~~as amended October 21~~ ~~September 30, 2025~~.

See Exhibit C for our registered agents authorized to receive service of process.

I have received a disclosure document dated March 28, 2025, as amended April 29, 2025, ~~as amended October 21~~ ~~September 30, 2025~~, that included the following Exhibits:

The franchise seller is Chem-Dry, Inc., located at 3310 West End Ave., Suite 620, Nashville, TN 37203, (800) 841-6583. Any additional individual franchise sellers involved in offering the franchises are:

Exhibit A – Agreements:

- A-1 - Franchise Agreement and Addenda
- A-2 - Promissory Note
- A-3 - Confidentiality / Non-Disclosure Agreement
- A-4 - General Release(s)
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- Exhibit H-2 – Independent Franchisee Associations
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- Exhibit K - Receipts

Doug Smith D'Wayne Tanner Other _____

Date Received: _____

Signature of Prospective Franchisee

Print Name

Entity Name (if applicable)

Signature of Prospective Franchisee

Print Name

Entity Name (if applicable)

You should return one copy of the signed receipt by signing, dating, and emailing it to your sales representative or mailing it to us at 3310 West End Ave., Suite 620, Nashville, TN 37203. You may keep the second copy for your records.