FRANCHISE DISCLOSURE DOCUMENT

SERVICEMASTER CLEAN/RESTORE SPE LLC
A Delaware Limited Liability Company
One Glenlake Parkway, 14th Floor
Atlanta, Georgia 30328
Phone: 800-756-5656
smfranchiseinfo@smrestore.com
www.servicemasterrestore.com

You will operate a ServiceMaster Restore® business (a "**Restore Franchise**"). Restore Franchises provide disaster restoration services directly to residential and commercial customers and to customers following a fire, flood, earthquake or storm.

The total investment necessary to begin operation of a ServiceMaster Restore® ~~franchise ranges from~~franchised business is $266,600 to $442,890. This includes $72,500 that must be paid to ~~us or our~~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 agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement or make any payment in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Sales office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 or at 800-756-5656.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information of 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, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information.

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

The issuance date of this disclosure document is June 4, 2025, as amended on September 26, 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 Item 20 or Exhibits D and E.
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 ServiceMaster Restore 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 ServiceMaster Restore franchisee?	Item 20 or Exhibits D and E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Georgia. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Georgia than in your own state.

2. **Mandatory Minimum Payment**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in the termination of your franchise and loss of your investment.

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.

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

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

NOTICE REQUIRED BY STATE OF MICHIGAN

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

Each of the following provision 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 thirty (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 of the franchise business are not subject to compensation. This subsection applies only if:

(i) The term of the franchise is less than five (5) years and

(ii) The franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of the franchisor's intent 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 to 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 qualification or standards.

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

Michigan Department of Attorney General
Consumer Protection Division
G. Mennen Williams Building
1st Floor, 525 West Ottawa
Lansing, Michigan 48913
(517) 335-7567

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- A-4 Electronic Funds Transfer Authorization Form

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C List Of State Agencies And Agents For Service Of Process

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F State Addenda To Disclosure Document And To Franchise Agreement (where applicable)

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

To simplify the language in this disclosure document (the "**Disclosure Document**"), "**we**," "**us**," "**our**," or "**Franchisor**" means ServiceMaster Clean/Restore SPE LLC, the franchisor. "**You**," "**your**," or "**Franchisee**" means the person or entity purchasing a franchise. If you are a corporation, partnership, limited liability company or other entity, "you" includes your owners.

THE FRANCHISOR

We are a Delaware limited liability company formed in October 2020. Our principal business address is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. We do business under the names ServiceMaster Clean, ServiceMaster Restore, and ServiceMaster Recovery Management. Our agents for service of process are listed in Exhibit C.

We have offered Restore Franchises since March 2021. In addition, since March 2021, we have offered franchises under the ServiceMaster Clean® brand, which provide to management or tenants of commercial or institutional buildings (i) contracted janitorial services on a continuing basis, (ii) carpet, floor, furniture and other periodical non-janitorial cleaning and maintenance, and (iii) other specialized cleaning services ("**Clean Franchises**"). As of December 31, 2024, there were 585 Clean Franchises, which are offered under a separate disclosure document. We have never offered franchises other than Clean Franchises and Restore Franchises.

We also operate ServiceMaster Bio Clean™, a nationwide bioremediation and trauma cleanup company which provides biohazard cleanup, drug cleanup and destruction services for families, first responders, and government agencies ("**Bio Clean**"). We have never offered franchises for Bio Clean and we do not engage in any other line of business.

PARENTS

We are a direct subsidiary of ServiceMaster Systems LLC ("**SM Systems**"), a Delaware limited liability company with a principal business address at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. SM Systems guarantees the performance of our obligations under our franchise agreements and offers and sells certain products to our franchisees.

We are an indirect subsidiary of ServiceMaster OpCo Holdings LLC ("**SM Manager**"), a Delaware limited liability company with a principal business address at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. SM Manager provides management and support services to us and our franchisees through a management agreement with us.

SM Manager is a direct subsidiary of RW Purchaser LLC ("**RW Purchaser**"), a Delaware limited liability company with a principal business address at 1180 Peachtree Street, N.E., Suite 2500, Atlanta, Georgia 30309. RW Purchaser acquired SM Manager and became our indirect parent in an acquisition that occurred on October 1, 2020 (the "**Acquisition**").

RW Purchaser is indirectly owned by RW Parent LLC ("**RW Parent**"), a Delaware limited liability company with a principal business address at 1180 Peachtree Street, N.E., Suite 2500, Atlanta, Georgia 30309, which is our ultimate parent. RW Parent is owned by private equity funds managed by Roark Capital Management LLC, an Atlanta-based private equity firm.

PREDECESSORS

Our predecessors began performing professional cleaning services in 1929. Our immediate predecessor, ServiceMaster Residential/Commercial Services Limited Partnership ("**Predecessor**"), a Delaware limited partnership, offered ServiceMaster Clean, ServiceMaster Restore, and ServiceMaster Recovery Management franchises from December 1990 to December 2020. Predecessor did not offer franchises in any other line of business, except it offered and sold approximately 14 franchises in home companionship services under the name "ServiceMaster Caring Companions" from late 1996 through mid-1998. The principal business address of Predecessor is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328.

Prior to the Acquisition, SM Manager (and its subsidiaries, including Predecessor) had been indirectly owned by The ServiceMaster Company LLC ("**Former Parent**") and indirectly owned by ServiceMaster Global Holdings, Inc., a publicly-traded company.

SECURITIZATION TRANSACTION

RW Parent and its subsidiaries were restructured as part of a secured financing transaction that closed on December 9, 2020 (the "**Securitization Transaction**"). As part of the Securitization Transaction, (i) we became the franchisor of the ServiceMaster® system; (ii) Predecessor assigned to us all existing ServiceMaster® franchise agreements and related agreements; and (iii) ServiceMaster IPCo LLC ("**SM IP**"), an affiliate of Parent, assigned ownership of all Marks (as defined in Item 13) and certain intellectual property relating to the operation of franchises to us. RW Parent and its subsidiaries may enter into other secured financing transactions in the future.

At the time of the closing of the Securitization Transaction, we entered into a management agreement with SM Manager for SM Manager to provide the required support and services to franchisees under their franchise agreements. SM Manager also acts as our franchise sales agent. We will pay management fees to SM Manager for these services. However, as the franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under your Franchise Agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

AFFILIATES

We have no affiliates (other than our parents) that currently offer products or services to our franchisees.

Our affiliates under the control of RW Parent that currently offer other franchises include:

Merry Maids SPE LLC ("**Merry Maids**"), a Delaware limited liability company, franchises residential house cleaning businesses under the Merry Maids® mark. The principal address for Merry Maids is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. Merry Maids and its predecessors began business and started offering franchises in 1980. As of December 31, 2024, Merry Maids had 796 franchises in the United States. The ServiceMaster® Clean Franchises that we sell offer heavy-duty, disaster cleaning for homes and businesses, office cleaning and, in some cases, the cleaning of homes, which would also be candidates for cleaning by Merry Maids and its franchisees. In some instances, the customers served by ServiceMaster® franchisees and Merry Maids franchisees may require or desire the same cleaning services, and the franchisees for both brands may compete with each other for such customers.

Two Men and a Truck SPE LLC ("**Two Men and a Truck**"), a Delaware limited liability company, franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck® mark. The principal address for Two Men and a Truck is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. Two Men and a Truck's predecessor began offering Two Men and a Truck franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in June 2023. As of December 31, 2024, there were 339 Two Men and a Truck franchises and three company-owned Two Men and a Truck businesses in the United States. As of December 31, 2024, there were 62 Two Men and a Junk Truck franchises in the United States.

ServiceMaster of Canada Limited ("**SM Canada**") offers ServiceMaster Clean®, ServiceMaster Restore®, Two Men and a Truck®, Two Men and a Junk Truck®, and Merry Maids® franchises in Canada. The principal address for SM Canada is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. As of December 31, 2024, there were approximately 308 franchises in Canada under the ServiceMaster Clean®, ServiceMaster Restore®, Two Men and a Truck®, and Merry Maids® trade names and trademarks serving residential and commercial customers throughout Canada.

ServiceMaster Limited ("**SM UK**") offers ServiceMaster Clean®, ServiceMaster Restore®, Merry Maids®, TruGreen®, and Rosemary Bookkeeping® franchises in Great Britain. The principal address for SM UK is ServiceMaster House, Tigers Road, Wigston, Leicester, The United Kingdom. As of December 31, 2024, there were approximately 458 franchises in Great Britain that operate using the ServiceMaster Clean®, ServiceMaster Restore®, Merry Maids®, Furniture Medic®, TruGreen®, and Rosemary Bookkeeping® trade names and trademarks.

Merry Maids, Two Men and a Truck, SM Canada, and SM UK have never offered franchises in any line of business (except as provided above), have never conducted a business of the type you will operate (except as provided above), and do not provide products or services to our franchisees.

In this Disclosure Document, we refer to Merry Maids, Two Men and a Truck, and us collectively as the "**SM Franchisors**."

OTHER AFFILIATED PROGRAMS

Through control with private equity funds managed by Roark Capital Management, LLC, an Atlanta-based private equity firm, we are affiliated with the following franchise programs ("**Affiliated Programs**"). None of these affiliates operate a ServiceMaster® franchise.

GoTo Foods Inc. ("**GoTo Foods**") is the indirect parent company to seven franchisors, including: Auntie Anne's Franchisor SPV LLC ("**Auntie Anne's**"), Carvel Franchisor SPV LLC ("**Carvel**"), Cinnabon Franchisor SPV LLC ("**Cinnabon**"), Jamba Juice Franchisor SPV LLC ("**Jamba**"), McAlister's Franchisor SPV LLC ("**McAlister's**"), Moe's Franchisor SPV LLC ("**Moe's**"), and Schlotzsky's Franchisor SPV LLC ("**Schlotzsky's**"). All seven GoTo Foods franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks, and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with GoTo Foods through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, 2024, there were 1,182 franchised and 11 affiliate-owned Auntie

Anne's shops in the United States and 815 franchised Auntie Anne's shops outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with GoTo Foods in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, 2024, there were 336 franchised Carvel shoppes in the United States and 39 franchised Carvel shoppes outside the United States.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with GoTo Foods through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, 2024, there were 1,002 franchised and 28 affiliate-owned Cinnabon bakeries in the United States, 1,040 franchised Cinnabon bakeries outside the United States, and 193 franchised Seattle's Best Coffee units outside the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with GoTo Foods through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, 2024, there were 726 franchised Jamba stores and one affiliate-owned Jamba store in the United States and 61 franchised Jamba stores outside the United States.

McAlister's franchises McAlister's Deli® restaurants that feature deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with GoTo Foods in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, 2024, there were 524 franchised and 36 affiliate-owned McAlister's restaurants in the United States.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with GoTo Foods through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, 2024, there were 591 franchised and five affiliate-owned Moe's Southwest Grill restaurants in the United States.

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants that feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with GoTo Foods through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, 2024, there were 280 franchised and 28 affiliate-owned Schlotzsky's restaurants in the United States.

Inspire Brands, Inc. ("**Inspire Brands**") is a global multi-brand restaurant company, launched in February 2018 upon completion of the merger of the Arby's and Buffalo Wild Wings brands. Inspire Brands is a parent company to six franchisors offering and selling franchises in the United States, including: Arby's

Franchisor, LLC ("**Arby's**"), Baskin-Robbins Franchising LLC ("**Baskin-Robbins**"), Buffalo Wild Wings International, Inc. ("**Buffalo Wild Wings**"), Dunkin' Donuts Franchising LLC ("**Dunkin'**"), Jimmy John's Franchisor SPV, LLC ("**Jimmy John's**"), and Sonic Franchising LLC ("**Sonic**"). Inspire Brands is also a parent company to the following franchisors offering and selling franchises internationally: Inspire International, Inc. ("**Inspire International**"), DB Canadian Franchising ULC ("**DB Canada**"), DDBR International LLC ("**DB China**"), DD Brasil Franchising Ltda. ("**DB Brasil**"), DB Mexican Franchising LLC ("**DB Mexico**"), and BR UK Franchising LLC ("**BR UK**"). All of Inspire Brands' franchisors have a principal place of business at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and, other than as described below for Arby's, have not offered franchises in any other line of business.

Arby's is a franchisor of quick-serve restaurants operating under the Arby's® trade name and business system that feature slow-roasted, freshly sliced roasted beef and other deli-style sandwiches. In July 2011, Arby's became an Affiliated Program through an acquisition. Arby's has been franchising since 1965. Predecessors and former affiliates of Arby's have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamons® stores that served gourmet baked goods. All of the T.J. Cinnamons locations have closed. As of December 29, 2024, there were 3,365 Arby's restaurants operating in the United States (2,286 franchised and 1,079 company-owned), including one multi-brand location. Additionally, as of December 29, 2024, there were 231 single-branded franchised Arby's restaurants operating internationally.

Baskin-Robbins is a franchisor of Baskin-Robbins® restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. Baskin-Robbins became an Affiliated Program through an acquisition in December 2020. Baskin-Robbins has offered franchises in the United States and certain international markets for Baskin-Robbins restaurants since March 2006. As of December 29, 2024, there were 2,245 franchised Baskin-Robbins restaurants operating in the United States. Of those 2,245 restaurants, 974 were single-branded Baskin-Robbins restaurants, two were Baskin-Robbins restaurants operating at a multi-brand location, and 1,269 were Dunkin' and Baskin-Robbins combo restaurants. Additionally, as of December 29, 2024, there were 5,651 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

Buffalo Wild Wings is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic and other beverages, and related services under Buffalo Wild Wings® name ("**Buffalo Wild Wings Sports Bars**") and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("**BWW-GO Restaurants**"). Buffalo Wild Wings has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWW-GO Restaurants since December 2020. As of December 29, 2024, there were 1,183 Buffalo Wild Wings Sports Bars operating in the United States (538 franchised and 645 company-owned) and 65 franchised Buffalo Wild Wings or B-Dubs restaurants operating outside the United States. As of December 29, 2024, there were 140 BWW-GO Restaurants operating in the United States (90 franchised and 50 company-owned).

Dunkin' is a franchisor of Dunkin'® restaurants that offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. Dunkin' became an Affiliated Program through an acquisition in December 2020. Dunkin' has offered franchises in the United States and certain international markets for Dunkin' restaurants since March 2006. As of December 29, 2024, there were 9,768 Dunkin' restaurants operating in the United States (9,734 franchised and 34 company-owned). Of those 9,768 restaurants, 8,480 were single-branded Dunkin' restaurants, 19 were Dunkin' restaurants operating at multi-brand locations, and 1,269 were franchised Dunkin' and Baskin-Robbins combo

restaurants. Additionally, as of December 29, 2024, there were 4,328 single-branded franchised Dunkin' restaurants operating internationally.

Jimmy John's is a franchisor of restaurants operating under the Jimmy John's® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. Jimmy John's became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. As of December 29, 2024, there were 2,689 Jimmy John's restaurants operating in the United States (2,647 franchised and 42 affiliate-owned). Of those 2,689 restaurants, 2,668 were singled-branded Jimmy John's restaurants and 21 were Jimmy John's restaurants operating at multi-brand locations. Additionally, as of December 29, 2024, there were five franchised Jimmy John's restaurants operating internationally.

Sonic is the franchisor of Sonic Drive-In® restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks. Sonic became an Affiliated Program through an acquisition in December 2018. Sonic has offered franchises for Sonic restaurants since May 2011. As of December 29, 2024, there were 3,461 Sonic Drive-Ins operating in the United States (3,144 franchised and 317 company-owned), including one multi-brand location.

Inspire International has, directly or through its predecessors, offered and sold franchises outside the United States for the following brands: Arby's restaurants (since May 2016), Buffalo Wild Wings sports bars (since October 2019), Jimmy John's restaurants (since November 2022), and Sonic restaurants (since November 2019). **DB Canada** was formed in May 2006 and has, directly or through its predecessors, offered and sold Baskin-Robbins franchises in Canada since January 1972. **DB China** has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. **DB Brasil** has offered and sold Dunkin' and Baskin-Robbins franchises in Brazil since its formation in May 2014. **DB Mexico** has offered and sold Dunkin' franchises in Mexico since its formation in October 2006. **BR UK** has offered and sold Baskin-Robbins franchises in the UK since its formation in December 2014. The restaurants franchised by the international franchisors are included in the brand-specific disclosures above.

Primrose School Franchising SPE, LLC (**"Primrose"**) is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988. As of December 31, 2024, there were 525 franchised Primrose facilities in the United States. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC (**"Massage Envy"**) is a franchisor of businesses that offer professional therapeutic massage services, facial services, and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, 2024, there were 1,009 Massage Envy locations operating in the United States, including 1,000 operated as total body care Massage Envy businesses and 9 operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, 2024, there were nine regional developers operating 11 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. ("**CKE**"), through two indirect wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.'s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee's restaurants have been franchised since 1961. As of January 27, 2025, there were 202 company-operated Hardee's restaurants and there were 1,369 domestic franchised Hardee's restaurants, including 129 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were 473 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January 27, 2025, there were 50 company-operated Carl's Jr. restaurants, and there were 982 domestic franchised Carl's Jr. restaurants, including 218 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were 687 franchised Carl's Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC ("**Driven Holdings**") is the indirect parent company to nine franchisors, including Meineke Franchisor SPV LLC ("**Meineke**"), Maaco Franchisor SPV LLC ("**Maaco**"), Merlin Franchisor SPV LLC ("**Merlin**"), Econo Lube Franchisor SPV LLC ("**Econo Lube**"), 1-800-Radiator Franchisor SPV LLC ("**1-800-Radiator**"), CARSTAR Franchisor SPV LLC ("**CARSTAR**"), Take 5 Franchisor SPV LLC ("**Take 5**"), ABRA Franchisor SPV LLC ("**ABRA**") and FUSA Franchisor SPV LLC ("**FUSA**"). In April 2015, Driven Holdings and its franchised brands at the time (which included Meineke, Maaco, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, Econo Lube, Merlin, CARSTAR, Take 5, Abra and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. None of these franchise systems have offered franchises in any other line of business.

Meineke franchises automotive centers that offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December 28, 2024, there were 714 franchised Meineke centers, 18 franchised Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December 28, 2024, there were 363 franchised Maaco centers and no company-owned Maaco centers in the United States.

Merlin franchises shops that provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name "Merlin Muffler and Brake Shops," and have offered franchises under the name "Merlin Shops" since February 2006. As of December 28, 2024, there were 14 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes but not including exhaust systems. Econo Lube's predecessor began offering franchises in 1980 under the name "Muffler Crafters" and began offering franchises under the name "Econo Lube N' Tune" in 1985. As of December 28, 2024, there were eight Econo Lube N' Tune franchises and nine Econo Lube N' Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N' Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December 28, 2024, there were 193 1-800-Radiator franchises in operation in the United States. 1-800-Radiator's affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December 28, 2024, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR's business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December 28, 2024, there were 471 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December 28, 2024, there were 432 franchised Take 5 outlets and 710 affiliate-owned Take 5 outlets operating in the United States.

Abra franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. Abra and its predecessor have offered Abra franchises since 1987. As of December 28, 2024, there were 55 franchised Abra repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December 28, 2024, there were 212 franchised Fix Auto repair shops operating in the United States.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) **Meineke Canada SPV LP** and its predecessors have offered Meineke

center franchises in Canada since August 2004; (2) **Maaco Canada SPV LP** and its predecessors have offered Maaco center franchises in Canada since 1983; (3) **1-800-Radiator Canada, Co.** has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) **Carstar Canada SPV LP** and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) **Take 5 Canada SPV LP** and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) **Driven Brands Canada Funding Corporation** and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) **Go Glass Franchisor SPV LP** and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) **Star Auto Glass Franchisor SPV LP** and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012.

As of December 28, 2024, there were: (i) 14 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 17 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 10 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) 317 franchised CARSTAR facilities and one company-owned CARSTAR facility in Canada; (v) 32 franchised Take 5 outlets and seven company-owned Take 5 outlets in Canada; (vi) 71 franchised UniglassPlus businesses, 27 franchised UniglassPlus/Ziebart businesses, and five franchised Uniglass Express businesses in Canada, and one company-owned UniglassPlus business and one company-owned UniglassPlus/Ziebart business in Canada; (vii) 10 franchised VitroPlus businesses, 56 franchised VitroPlus/Ziebart businesses and three franchised Vitro Express businesses in Canada, and one company-owned VitroPlus business and one company-owned VitroPlus/Ziebart business in Canada; (viii) 31 franchised Docteur du Pare Brise businesses and two company-owned Docteur du Pare Brise businesses in Canada; (ix) 11 franchised Go! Glass & Accessories businesses and no franchised Go! Glass business in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

In January 2022, Driven Brands acquired Auto Glass Now's repair locations. As of December 28, 2024, there were more than 224 repair locations operating under the AUTOGLASSNOW® name in the United States ("**AGN Repair Locations**"). AGN Repair Locations offer auto glass calibration and windshield repair and replacement services. In the future, AGN Repair Locations may offer products and services to Driven Brands' affiliates and their franchisees in the United States, and/or Driven Brands may decide to offer franchises for AGN Repair Locations in the United States.

NBC Franchisor LLC ("**NBC**") franchises gourmet bakeries that offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC's predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, 2024, there were 643 Northing Bundt Cake franchises and 17 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium Center Licensing, LLC (**"Mathnasium"**) franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2022. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, 2024, there were 995 franchised and 4 affiliate-owned Mathnasium centers operating in the

United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States.

Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, 2024, there were 100 franchised Mathnasium centers in Canada. **Mathnasium International Franchising, LLC** has offered franchises outside the United States and Canada since May 2015. As of December 31, 2024, there were 91 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC each have their principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

Youth Enrichment Brands, LLC is the direct parent company to three franchisors operating in the United States: i9 Sports, LLC (**"i9"**), SafeSplash Brands, LLC also known as "**Streamline Brands**")**,** and School of Rock Franchising LLC ("**School of Rock**"). i9 became an Affiliated Program through an acquisition in September 2021. Streamline Brands became an Affiliated Program through an acquisition in June 2022. School of Rock became an Affiliated Program through an acquisition in September 2023. The three franchisors have never offered franchises in any other line of business.

i9 franchises businesses that operate, market, sell, and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products, and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 has its principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2024, there were 264 i9 Sports franchises in the United States.

Streamline Brands offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide "learn to swim" programs for children and adults, birthday parties, summer camps, and other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through March 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has its principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, 2024, there were 102 franchised and 29 affiliate-owned SafeSplash Swim School outlets (including 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, 11 franchised Swimtastic swim schools, and one dual-branded Swimtastic and SwimLabs swim school operating in the United States.

School of Rock franchises businesses that operate performance-based music schools with a rock music program under the School of Rock® mark. School of Rock began offering franchises in September 2005. School of Rock has a principal place of business at 1 Wattles Street, Canton, MA 02021. As of December 31, 2024, there were 254 franchised and 49 affiliate-owned School of Rock schools in the United States and 92 franchised School of Rock schools outside the United States.

Doctor's Associates LLC ("**Subway**") franchises retail eating establishments which sell foot-long and other sandwiches, salads and other food items under the Subway® mark. Subway began offering franchises in 1974. Subway became an Affiliated Program through an acquisition in April 2024. Subway has its principal place of business at 1 Corporate Drive, Suite 1000, Shelton, Connecticut 06484. As of December 31, 2024, there were 19,502 Subway franchises and no company-owned locations operating in the United States and an estimated 16,120 franchises operating outside the United States. Subway has never offered franchises in any other line of business.

None of the affiliated franchisors are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Except as described above, we have no other parents, predecessors, or affiliates that must be included in this Item.

THE FRANCHISE PROGRAM

If we offer a franchise to you, you will sign a ServiceMaster Restore® franchise agreement (a "**Franchise Agreement**") which will grant you the right to establish and operate a Restore Franchise under the ServiceMaster Restore® mark (the "**SM Restore Mark**") within a territory specified in the Franchise Agreement (the "**Territory**") that will operate under a certain type of ServiceMaster license (an "**SM License**"). We refer to the SM Restore Mark and any other trade names, trademarks, service marks, and logos that we specify in your Franchise Agreement or otherwise in writing from time to time as the "**Marks**". A sample of the Franchise Agreement is provided as Exhibit A to this Disclosure Document.

We currently offer ~~two~~three types of SM Licenses – Disaster Restoration Licenses~~ and~~, SRM Licenses, and Supplemental Services Licenses (each of which is defined below). If you are a new franchisee, we only offer you the opportunity to operate a Restore Franchise with our standard disaster restoration services license (a "**Disaster Restoration License**").

If you are a renewing franchisee with an existing SRM License, or a transferee acquiring an existing SRM License, and you meet our then-current minimum requirements, we will offer you the opportunity to operate a Restore Franchise with our recovery management services license (an "**SRM License**"), which permits you to participate in our SRM Program (as defined and described below in this Item).

In the past, we also offered franchisees other SM Licenses that permitted franchisees to offer certain types of services to only certain types of customers or markets, including~~,~~ (i) small market services licenses, (ii) on-location services licenses, (iii) residential services licenses, (iv) window and carpet cleaning services licenses, and (v) floor care services licenses (collectively, "**Former Licenses**"). If you are an existing franchisee renewing, or a transferee acquiring, a ~~Former License~~small market services license or on-location services license, your Former License will be transitioned to our current Disaster Restoration License at no additional cost. If you are an existing franchisee renewing, or a transferee acquiring, a residential services license, window and carpet cleaning services license, or floor care services license, your Former License will be transitioned to our current supplemental services license (a "**Supplemental Services License**") at no additional cost.

SERVICES

A Restore Franchise with a Disaster Restoration License or an SRM License is required to provide the following Core Services and Additional Core Services, which we may modify from time to time in the confidential ServiceMaster Restore® Franchise Operations Manual (the "**Manual**"):

> "**Core Services**" currently include a full range of the following mandatory services, which must be delivered by you directly to customers (without the use of a subcontractor): (a) disaster restoration services delivered primarily to customers who have experienced loss from water damage or other manmade or natural events or disasters, including fires, floods, earthquakes, storms, and systems failures (including sewer, plumbing electrical or otherwise); and (b) commercial services delivered to the management or tenants of any commercial or institutional building. Specifically, these

services currently include (i) water mitigation (emergency water mitigation/restoration 24 hours per day), (ii) structural drying (including carpet, walls, wood floors and other relevant structural materials), (iii) structural cleaning (post fire/smoke and post construction), (iv) mold remediation (state licensing may be required), (v) contents cleaning and moving (inventory, pack-out, moving, cleaning, storage, and pack-back), (vi) cleaning and disinfection to limit the survival of viruses and emerging viral pathogens, (vii) consulting, and (viii) equipment rental.

"**Additional Core Services**" currently include the following mandatory services, which may be delivered by you, at your option, directly or through a subcontractor (including a general contractor, if licensing is required to perform such services): (i) temporary services (board-up, roof tarping, debris removal, and security); (ii) hoarding clean-up; (iii) HVAC/duct cleaning; (iv) textile cleaning (dry cleaning and soft contents); (v) electronics cleaning; (vi) document drying; (vii) art restoration; and (viii) carpet reinstallation.

If you are an existing franchisee that is entering into a renewal term or you are signing a new Franchise Agreement as a result of acquiring an existing franchise through a transfer, you may offer biohazard and trauma cleaning services as a Core Service, if your franchise has been performing such services under its existing Franchise Agreement and you satisfy our then-current certification and training standards for such services.

In addition to the Core Services and Additional Core Services that you are required to provide, a Restore Franchise with a Disaster Restoration License or SRM License may also provide, directly or through subcontractors, the Construction Services described below in this Item 1 and the following Supplemental Services, which we may modify from time to time in the Manual:

"**Supplemental Services**" currently include the following optional services, which, if you choose to provide such services, must be delivered by you directly to customers (without the use of a subcontractor) and which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): (i) carpet and upholstery cleaning services (including cleaning, spot and pet odor removal, application of soil and stain protectors, anti-static agents, carpet inspection services, carpet maintenance, and power washing); (ii) hard surface floor maintenance; (iii) furniture cleaning services; (iv) cleaning rendered on a periodic basis (including wall, floor, ceiling and contents cleaning, kitchen and bathroom surface and fixture cleaning, deodorizing, and sanitizing); (v) washing windows (interior and exterior), blinds, and chandeliers; and (vi) power washing vehicles, decks, aluminum siding, driveways, and other exterior surfaces.

If you operate a Restore Franchise with a Supplemental Services License, you must provide the Supplemental Services, but you may not provide the Core Services, Additional Core Services, or Construction Services.

If you participate in the SRM Program, in addition to the Core Services and Additional Core Services, you must provide project and recovery management services and commercial large loss disaster restoration services directly to commercial customers.

CONVERSION FRANCHISES

If you currently operate a business offering the same or similar services as a Restore Franchise that we offer, you will be required to convert your existing business to a Restore Franchise (a "**Conversion Franchise**") and to execute a Conversion Ramp-up Amendment in the form attached as Exhibit J to this Disclosure Document (the "**Conversion Amendment**"). The Conversion Franchise offer differs slightly

from the start-up offering described in this Disclosure Document to the extent that certain considerations can be made to enable a smoother transition of the business' operations to a Restore Franchise, which will be reflected in the Conversion Amendment. If your present business includes Construction Services (as defined below in this Item), you will be required to sign the then-current Construction Services Amendment to the Franchise Agreement, as described below. These considerations are described throughout this Disclosure Document.

ACCOUNTS

If you enter into an agreement to provide services to customers that you are authorized to serve, we refer to such accounts as "**Territory Accounts**." If we or our affiliates enter into agreements with local, regional, or national customers, insurance carriers, or other referral sources, we refer to such accounts as "**National Accounts**."

OPTIONAL PROGRAMS ~~AND NATIONAL ACCOUNTS~~

We may offer you the opportunity to participate in certain additional programs, including national ~~accounts~~account programs, other sales or lead generation programs, or other programs that may be offered by us from time to time, as further described below ("**Optional Programs**"). We ~~(or~~may, in our ~~affiliates) may enter into agreements with customers that have locations in multiple markets who have access to consumers or commercial locations ("~~sole discretion, refer leads generated from National Accounts~~") and may offer leads from such National Accounts~~, Restore Franchises, and other lead generation sources to Optional Program participants. We are not obligated to maintain or offer Optional Programs and there is no assurance that you will participate in Optional Programs or receive leads through Optional Programs.

In order to participate in any Optional Programs, you must be in good standing and meet the minimum program requirements, which are published on the franchisee intranet ("**ServiceConnection**") and in the Manual and may change from time to time. The qualifications for each Optional Program may include, among others, years of experience, customer service records, insurance coverage, amount of liquidity, certifications, equipment, and size of business. We do not expect new franchisees to meet the minimum program requirements necessary to participate in the Optional Programs during their first year of operation.

We may require participants in Optional Programs to sign and comply with program agreements, provider agreements, or other standards and requirements, which may be updated periodically and will be included in the Manual. Participation in the Optional Programs are voluntary and Restore Franchises may be required to reapply annually to participate in such Optional Programs. We may modify the minimum requirements to participate in any Optional Programs, as well as the terms of the Optional Programs and any related agreements or standards, and you must comply with such modifications and enter into new agreements as a condition of continuing to participate in the applicable Optional Program.

Currently, we offer qualified Restore Franchises the opportunity to participate in the following Optional Programs:

1. The Quality Restoration Vendor Program (the "**QRV Program**") is a program in which we offer Restore Franchises that meet certain additional customer service standards that we specify the opportunity to be eligible to potentially receive additional leads for potential water, smoke, fire, or odor mitigation work in residences. QRV Program participants may be required to purchase additional insurance coverage, license and use additional software, charge negotiated prices, provide additional reports, maintain additional equipment, and comply with specific customer requirements. Currently, to participate in the QRV Program,

franchisees must sign the form of agreement that is included in the Manual (which is typically updated annually).

2. The Commercial Recovery Team Program (the "**CRT Program**") is a program in which we offer certain QRV Program participants the opportunity to potentially receive additional leads and provide services in other territories after catastrophic events. CRT Program participants must, among other requirements, maintain a capacity to mobilize up to 1,500 miles from the Territory to a catastrophic event to support National Accounts and other customers and form an additional tier of responders. In addition to complying with the QRV Program requirements, CRT Program participants may be required to purchase additional insurance coverage, employ additional staff members, maintain additional equipment, and maintain additional certifications. Currently, to participate in the CRT Program, franchisees must sign the form of agreement that is included in the Manual (which is typically revised annually).

3. The Service Recovery Management Program (the "**SRM Program**") is a program in which we offer Restore Franchisees the opportunity to potentially receive additional leads and provide services in other territories after catastrophic events. SRM Program participants (including SRM License owners) (collectively, "**SRM Franchises**") must have the ability and capacity to provide project and recovery management services and commercial large loss disaster restoration services directly to commercial customers that are not existing Restore Franchise customers and have commercial restoration opportunities of $500,000 or greater in contract value. SRM Franchises are authorized to use the ServiceMaster Recovery Management mark (the "**SRM Mark**"), in addition to the SM Restore Mark. In addition to complying with the CRT Program requirements, SRM Franchises may be required to purchase additional insurance coverage, employ additional staff members, maintain additional equipment (including a 53' trailer), and maintain additional certifications. Currently, to participate in the SRM Program, franchisees must sign the form of agreement that is included in the Manual (which is typically revised annually) or, if they have previously purchased an SRM License, may participate through the SRM License.

If you provide any goods or services to ~~National Accounts or other~~ customers ~~generated from~~referred to you through Optional Programs, you must adhere to the terms and conditions set out in any agreements that we or our affiliates have negotiated with the customers and any other program requirements specified in related agreements, including any agreement between you, your affiliates, or owners and us, our affiliates, and our vendors, relating to the Restore Franchise, the SM License, or any other business or franchise (collectively the "**Related Agreements**"), the Manual, or otherwise in writing, all of which may be modified from time to time. Under our current Optional Program rules, as specified in the Manual, after being provided with a statement of work outlining relevant terms, you have the option of declining a sales lead, referral, or work from an account associated with an Optional Program, but any lead, referral, or work you decline must be referred back to us. We ~~have~~reserve the right to require you to service ~~leads or~~ jobs ~~related to~~referred to you through Optional Programs ~~in the future~~as a condition of participating in such programs, but we do not currently require you to do so.

CONSTRUCTION SERVICES

Restore Franchises, at their request and at our discretion, may be licensed to perform Construction Services. "**Construction Services**" are defined as construction services including, but not limited to, framing carpentry, cabinetry removal and put back/installation, cabinetry repair, roofing, flooring, drywall and plastering, carpet and pad installation, painting, wallpapering installation, and repair of heating, cooling, electrical and plumbing systems, which involve structural reconstruction, cosmetic restoration, or

mechanical restoration associated with disaster restoration. All Construction Services may be delivered directly or through a qualified subcontractor, if a license is required in your state to perform any of these services. A franchisee, its owners and their immediate family members, and its affiliates may not perform Construction Services without having been approved by us to do so and without such franchisee having executed the Construction Services Amendment to the Franchise Agreement, which is attached in Exhibit I to this Disclosure Document (the "**Construction Services Amendment**"). If you do not intend to offer Construction Services, you must execute the Construction Services Amendment Opt-Out Option Acknowledgement that is attached in Exhibit I.

COMPETITORS

Your competitors are national and regional companies that operate similar businesses and their franchisees, and individuals, companies, and partnerships of varying sizes and scopes that offer disaster restoration and cleaning services which, as further explained in Item 12, may include other franchisees or affiliates.

DISTRIBUTORS

In portions of North Carolina, South Carolina, and Virginia, we have area representatives, which we refer to as "**Distributors**," which serve as instructors for and liaisons with franchisees in certain territories. They are independent contractors. They may also act as recruiters on our behalf in connection with the original placement of a Restore Franchise. Our current Distributors and their salespersons are listed in state-specific addenda in Exhibit F to this Disclosure Document. You will sign a Partial Assignment of Rights ("**PAR**") with your Franchise Agreement if you are in a Distributor's territory. A PAR is included in Exhibit A-3 to this Disclosure Document.

INDUSTRY-SPECIFIC REGULATIONS

We are not aware of any laws or regulations that are specifically applicable to the services offered in this Disclosure Document except as noted here. Franchisees doing disaster restoration and construction-type work should be mindful of environmental laws, such as NESHAP (National Emissions Standards for Hazardous Air Pollutants), and OSHA (Occupational Safety and Health Administration) regulations, as well as those laws and regulations surrounding work in buildings with lead paint. Some states have mold remediation laws. Some products used in our System contain ingredients regulated by the Environmental Protection Agency (EPA). We have registered our products that contain these ingredients with the EPA. Certain states may require licensing and certification requirements for applying disinfectants, sanitizers and other microbials that are EPA registered. In addition, if you perform or subcontract certain disaster restoration-related services that involve more than just cleaning, your state may require you to obtain a contractor's license. In addition, some local jurisdictions may have regulations or ordinances that apply to your Restore Franchise.

ITEM 2:
BUSINESS EXPERIENCE

Chief Executive Officer: Jon Nobis

Mr. Nobis has been the Chief Executive Officer for us, each of the other SM Franchisors, SM Manager, RW Purchaser, and a number of other related entities since September 2024. He has also been a Manager of RW Parent since September 2024. From November 2021 to September 2024, Mr. Nobis served as the Chief Information Officer for SM Manager in Atlanta, Georgia. From March 2018 to April 2022, he

was the Chief Executive Officer for Two Men and a Truck/International, LLC in Lansing, Michigan. Mr. Nobis serves in his present capacities in Atlanta, Georgia.

Group President - ServiceMaster: John Tovar

Mr. Tovar has served as Group President – ServiceMaster, which encompasses ServiceMaster Clean®, ServiceMaster Restore®, and ServiceMaster Bio Clean™, since March 2023. From December 2020 to March 2023, he served as the President of ServiceMaster Restore. From December 2020 to January 2021, he served as the President of AmeriSpec SPE LLC and Furniture Medic SPE. From May 2018 to November 2020, Mr. Tovar was the Vice President Operations and New Business for Ace Hardware Corporation in Oak Brooke, Illinois. Mr. Tovar serves in his present capacities in Atlanta, Georgia.

President of Franchising: Kim Brooks

Mr. Brooks has served as our President of Franchising since January 2025. He served as our Senior Vice President of Operations from February 2024 to December 2024, our Vice President of Operations from January 2023 to January 2024, our Senior Director of Operations from February 2022 to December 2022, and our Director of Operations from March 2021 until February 2022. From June 2018 to March 2021, he was the Executive Vice President of Development of ServiceMaster DSI, a franchisee of the ServiceMaster Restore system. Mr. Brooks serves in his present capacities in Olathe, Kansas.

Chief Operating Officer: Austin Yoder

Mr. Yoder has been our Chief Operating Officer since March 2025. From February 2024 to March 2025, he served as President, North America of ServiceMaster Clean. From March 2023 to February 2024, he was the Vice President, Franchise Operations, North America of ServiceMaster Restore in Indianapolis, Indiana. From May 2021 to March 2023, he was the Senior Director, Franchise Operations, North America of ServiceMaster Restore in Indianapolis, Indiana. From March 2018 to May 2021, he was the Director, Franchise Operations, Central U.S. of ServiceMaster Restore in Indianapolis, Indiana. Mr. Yoder serves in his present capacities in Indianapolis, Indiana.

~~Chief Development Officer: Jim Boccher~~

~~Mr. Boccher has been the Chief Development Officer for ServiceMaster Restore since July 2021. From March 2021 to July 2021, he served as President, Commercial Restoration of ServiceMaster Restore. From May 2018 to March 2021, he was the President and Chief Executive Officer of DSI Holdings, Inc., the operator of a number of Restore Franchises, in Downers Grove, Illinois. Mr. Boccher serves in his present capacities in Memphis, Tennessee.~~

Chief Financial Officer & Treasurer: Sunil Doshi

Mr. Doshi has been the Chief Financial Officer & Treasurer for us, each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser, and a number of other related entities since August 2024. From March June 2020 to July 2024, he served in a variety of roles for Fossil Group, Inc. in Richardson, Texas, including Executive Vice President, Chief Financial Officer and Treasurer from March 2021 to June 2024 and Senior Vice President, Global Finance and Accounting and Chief Accounting Officer from June 2020 to March 2021. From February 2019 to May 2020, Mr. Doshi was the Chief Financial Officer for Mitra QSR KNE, LLC. Mr. Doshi serves in his present capacities in Dallas, Texas.

Chief Development Officer: Jim Boccher

Mr. Boccher has been the Chief Development Officer for ServiceMaster Restore since July 2021. From March 2021 to July 2021, he served as President, Commercial Restoration of ServiceMaster Restore. From May 2018 to March 2021, he was the President and Chief Executive Officer of DSI Holdings, Inc., the operator of a number of Restore Franchises, in Downers Grove, Illinois. Mr. Boccher serves in his present capacities in Memphis, Tennessee.

Chief Franchise Development Officer: Jeff Todd

Mr. Todd has served as Chief Franchise Development Officer for us and the other SM Franchisors since September 2025. He served as Chief Development Officer from March 2024 to September 2025 and Senior Vice President Business Development from June 2022 to March 2024 for Launch Franchising, LLC in Warwick, Rhode Island. From March 2020 to March 2022, he served as Vice President Development for Driven Brands, Inc. in Charlotte, North Carolina.

General Counsel and Chief Human Resources Officer: Josh Burnette

Mr. Burnette has been our General Counsel since July 2023. He has been the General Counsel for each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser and a number of other related entities since July 2023. Since June 2024, he has served as the Chief Human Resources Officer for us, each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser and a number of other related entities. From May 2018 to July 2023, he served as General Counsel for North America for DS Smith Plc in Atlanta, Georgia. Mr. Burnette serves in his present capacities in Atlanta, Georgia.

Director of Franchise Development: Charles Kowanetz

Mr. Kowanetz has served as our Director of Franchise Development since May 2023. From October 2019 to May 2023, Mr. Kowanetz served as the Senior Director of Franchise Sales for Now Optics LLC in Palm Springs, Florida. From November 2016 to October 2019, Mr. Kowanetz was the Senior Regional Manager for United Franchise Group in West Palm Beach, Florida. Mr. Kowanetz serves his present capacities in West Palm Beach, Florida.

Franchise Development Manager: Amber James

Ms. James has been a Franchise Development Manager for us since February 2022. From February 2021 to February 2022, she was a Sr. Franchise Business Consultant for Another Broken Egg of America Franchising, LLC in Atlanta, Georgia. From January 2017 to February 2021, she was an Operations Service Manager for Double R Restaurant Group, LLC in Atlanta, Georgia. Ms. James serves in her present capacities in Atlanta, Georgia.

ITEM 3:
LITIGATION

DISCLOSURES RELATED TO US

Pending Actions

H&L Enterprises, LLC v. ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Brands, Circuit Court of Shelby County for the State of Tennessee, Thirteenth Judicial District, Case No.: CT-4161-23, filed on October 5, 2023.

A lawsuit was filed by a former ServiceMaster Restore franchisee alleging that we improperly (a) removed the franchisee from an optional vendor program, (b) permitted another franchisee to operate in the franchisee's non-exclusive territory, and (c) terminated the franchisee's franchise agreement. The suit includes claims alleging: (1) breach of contract; (2) breach of the implied duty covenant of good faith and fair dealing; (3) violation of the Tennessee Franchise Law (T.C.A. §47-25-1501, et. seq.); and (4) unjust enrichment. The plaintiff is seeking damages with interest, attorneys' fees, and reinstatement of its Franchise Agreement and its membership in the vendor program. On January 31, 2024, we filed an Answer to the Complaint in which we refuted such claims and denied any wrongdoing. At this time, the suit remains pending.

PRIOR ACTIONS RELATED TO PREDECESSORS

ServiceMaster by Jones, Inc. v. ServiceMaster Residential/Commercial Services Limited Partnership; Tennessee Chancery Court, 30UPUthUPU District, No. CH-14-1845, filed December 29, 2014.

Plaintiff was a franchisee that filed a lawsuit alleging misrepresentation and fraud in the inducement, and unfair and deceptive trade practices by Predecessor with regard to Predecessor's sale of a franchise to Plaintiff. Plaintiff requested rescission of the franchise agreement, payment of damages, and punitive damages. Predecessor denied any wrongdoing. On February 25, 2016, Predecessor filed a Motion to Stay the proceedings and Compel Arbitration under the terms of the party's Franchise Agreement, which was granted on April 1, 2016. The parties entered into a settlement agreement whereby (a) Predecessor agreed to pay $20,000 but denied any wrongdoing; (b) the parties agreed to an early termination of the franchise agreement; and (c) Plaintiff agreed to comply with a post-termination non-compete and non-solicitation requirement as well as other customary post-termination obligations. On October 5, 2016, the lawsuit was Dismissed with Prejudice.

Mary Fernimos v. ServiceMaster Residential/Commercial Services Limited Partnership; United States District Court for the Eastern District of Michigan, Case No. 2:18-cv010083-SJM-EAS, filed January 9, 2018.

Plaintiff filed a lawsuit against Predecessor alleging breach of a settlement agreement relating to the sale and transfer of certain licenses and fraud by bad faith promise relating to the denial of proposed transfers of the licenses under the settlement agreement. On February 7, 2018, Predecessor filed an Answer denying any wrongdoing. On April 2, 2018, Predecessor filed a Motion to Dismiss the proceeding and Compel Arbitration under the terms of the parties' franchise agreements. On May 23, 2018, the parties reached a settlement by mediation whereby Predecessor agreed to pay Plaintiff $17,500 and allow a one-year period to sell one former ServiceMaster franchise agreement to an approved buyer in a specific region in Michigan. On June 26, 2018, the lawsuit was Dismissed with Prejudice.

Express Restoration Corporation v. ServiceMaster Residential/Commercial Services Limited Partnership

and SM Clean, LLC; United States District Court for the Central District of California, Case No. 18-cv-10569-JFW-MRW, filed December 20, 2018.

Plaintiff, who was a former franchisee, filed a Complaint against ServiceMaster Global Holdings Inc. for alleged damages of approximately $1.5 million. The Complaint alleged (a) a violation of the California Franchise Relations Act, (b) a violation of the California Unfair Practices Act, (c) breach of contract, and (d) breach of the implied covenant of good faith and fair dealing. The claims arose out of Predecessor's termination of the franchise agreement after learning that Plaintiff failed to disclose that it was a current Servpro franchisee at the time it applied to become a ServiceMaster® franchisee. Predecessor immediately terminated the franchise agreement for making materially false statements relating to the acquisition of a franchise. On March 18, 2019, Plaintiff filed a Second Amended Complaint removing reference to ServiceMaster Global Holdings Inc. and identifying the defendants as Predecessor and SM Clean, LLC. After several months of discovery and motion practice, the parties agreed to a settlement whereby (a) Predecessor paid Plaintiff the sum of $75,000 and (b) Plaintiff and its owners agreed that they will never in any way own, operate, consult with, be employed by, or associated with any individual or entity that is associated with any ServiceMaster Franchise. On January 31, 2020, the case was Dismissed with Prejudice.

Faster Than Sound, Inc. v. ServiceMaster Residential/Commercial Services Limited Partnership, SM Clean LLC, ServiceMaster Clean/Restore SPE, LLC, and ServiceMaster Systems, LLC, American Arbitration Association, Case No. 01-20-0007-2597, filed June 3, 2021.

Claimant filed a claim against Respondents alleging (a) violations of the Florida Deceptive and Unfair Trade Practices Act, (b) violations of the Florida Franchise Act, (c) breach of contract, (d) breach of fiduciary duty, (e) breach of the covenant of good faith and fair dealing, and (f) various other civil claims arising out of the resale of a ServiceMaster franchise in Brevard County, Florida (the **"Claims"**). In 2019, Claimant explored the option of selling its franchise, and after receiving unsatisfactory offers, it alleged that Respondents had devalued its franchise and disclosed private financial records, among other things. Claimant sought rescission of the December 1, 2017 Franchise Agreement between the parties (the "**FTS Agreement**") or, in the alternative, monetary damages.

On August 9, 2021, Respondents brought a cross-claim for breach of contract and breach of guaranty (the "**Cross-Claim**") against Claimant and its guarantors (Edwin Todd Cleveland and Wendy K. Cleveland) to recover damages incurred from Claimant's breach of the FTS Agreement. On February 14, 2022, the parties entered into a Confidential Settlement Agreement (the "**Settlement**"), whereby (a) neither party admitted any wrongdoing, (b) both parties released all known and unknown claims against the other party, (c) the parties agreed that Claimant would have ninety days following the execution of the Settlement to transfer its business. No payment was required to be made by Respondents nor was any payment made on their behalf. On February 22, 2022, an Order dismissing the proceedings with prejudice was entered as to both the Claim and the Cross-Claim.

PRIOR ACTIONS RELATED TO AFFILIATED PROGRAMS

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019.

On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("**ARG**"), entered into a settlement

agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon, and Pennsylvania. The Attorney Generals in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denied these conclusions but entered into a settlement agreement to avoid litigation with the states. Under the settlement agreement ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc., California Superior Court, Los Angeles County, Case No. 19STCV09597, filed on March 19, 2019.

On March 14, 2019, our affiliate, Dunkin Brands, Inc. ("**DBI**"), entered into a settlement agreement with the Attorney Generals of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibited Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DBI's employees. A larger number of franchise agreements in the Dunkin' system contained a no-poaching provision that prevented Dunkin' franchisees and DBI from hiring each other's employees. Under the terms of the settlement, (a) DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision, (b) DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee (the effect of the amendment would be to remove the no-poaching provision), and (c) DBI expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law, and, furthermore, the settlement agreement stated that such agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the Court approved the parties' stipulation of judgment.

New York v. Dunkin' Brands, Inc., N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019.

The New York Attorney General ("**NYAG**") filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card. The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's allegations, DBI and the NYAG entered into a consent agreement to resolve the State's complaint. Under consent order, DBI agreed to pay $650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

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

ITEM 4:
BANKRUPTCY

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

ITEM 5:
INITIAL FEES

INITIAL FRANCHISE FEE

If you purchase a new Restore Franchise, you must pay us an initial franchise fee equal to $72,500 (the "**Initial Franchise Fee**") upon execution of the Franchise Agreement. The Initial Franchise Fees are considered fully earned and non-refundable upon execution of the Franchise Agreement, except that if we are unable, in our sole discretion, to accept the Franchise Agreement, your money will be refunded.

We may offer incentives of cash, equipment, materials, supplies or related items which will in effect lower the Initial Franchise Fee or investment to prospective franchisees. The availability of each incentive may be subject to a time limit. We reserve the right to offer, change or cancel an incentive at any time.

INCENTIVE PROGRAMS AND DISCOUNTS

You may be eligible for certain discounts to the Initial Franchise Fee if one or more individuals that will own 51% or more of the interests in your Restore Franchise (or in the entity that owns your Restore Franchise): (a) meet our qualifications for purchasing a Restore Franchise, (b) have full operational control of the Restore Franchise, and (c) meet one of the following qualifications:

Discount and Qualifications	% Discount
Industry Experience Discount – must have at least two years' experience owning or being employed by any business offering the services franchised by us	5%
Military Discount – must be honorably discharged from the United States Armed Forces	20%
Affiliate Discount – must be an (a) existing franchisee or owner of a franchisee in the ServiceMaster Clean® or ServiceMaster Restore®, Merry Maids®, Two Men and a Truck®, or Two Men and a Junk Truck® systems, (b) an existing employee of us, Merry Maids, or Two Men and a Truck, or (c) an existing employee of a ServiceMaster® franchisee who has been referred to us by their employing franchisee (the employing franchisee will receive a $5,000 referral fee if you purchase a franchise within one year of the referral).	15%
Conversion Franchise Discount – must be a Conversion Franchise	15%

You may only take advantage of one of the above discounts, even if you qualify for multiple discounts. The availability of each incentive may be subject to a time limit. We reserve the right to offer, change, or cancel an incentive at any time.

During 2024, the Initial Franchise Fees for Restore Franchises ranged from $20,000 to $72,500.

As part of the Initial Franchise Fee, we will arrange for our designated vendor to set up your accounting software account and provide you with access to an online e-learning tutorial on how to use the accounting software (which otherwise would cost $600). In addition, the Initial Franchise Fee includes the registration fee for two of your representatives to attend our initial training program, which we refer to as the ServiceMaster Academy of Service ("**AOS Training**") (which costs $6,310 for each additional person, if you elect to have more than two attend AOS Training), and the initial set up of our business operating software designed to trace and monitor your local jobs, national program leads/jobs, run reports, and track contacts (customers, adjusters, agents, building managers, and subcontractors) ("**Restore 365 Plus**") (which otherwise would cost $3,500 per primary place of business).

ALL FEES

Except as disclosed above, you are not required to pay any other fees or payments to us or our affiliates for services or goods before your Restore Franchise begins operating. The initial fees must be paid by credit card, check, or ACH at the time you sign the Franchise Agreement. The initial fees are not refundable. We do not offer direct or indirect financing to franchisees for any of these fees.

ITEM 6:
OTHER FEES

Type of Fee (See Note 1)	Amount	Due Date	Remarks
Royalties	The greater of (i) $750 and (ii) 10% of monthly Gross Service Sales ~~for the month multiplied by the Applicable Royalty Rate for the month. The Applicable Royalty Rate will range from 10% to 5.95%, as determined by the total Royalty Group Sales in a calendar year as set forth in the Royalties Scale. See Note 4 for the current Royalties Scale~~.	Monthly by the 20th	See Note 2 for the definition of "**Gross Service Sales**~~",~~ ~~Note 3 for the definition of "**Royalty Group Sales**," and Note 4 for the definition of "**Royalties Scale**" and "**Applicable Royalty Rate**~~." The Royalties will be paid as specified in our then-current royalty policy as set forth in the Manual. For new Restore Franchises only, the minimum Royalty will be $0 per month in the first four months after signing the Franchise Agreement, $250 per month in the fifth through twelfth months after signing, and $750 per month thereafter. If you sign the Construction Services Amendment, for purposes of determining the Royalties, Gross Service Sales will exclude revenue from Construction Services. ~~New Restore Franchise:~~ ~~If you are buying your first Restore Franchise, then your Royalties will be based on the Royalties Scale described in Note 4.~~ ~~Current franchisee purchasing an additional Restore Franchise or renewing an existing Restore Franchise:~~ ~~If you are an existing franchisee buying an additional Restore Franchise or renewing an existing Restore Franchise license, then in certain situations, you may be eligible to participate in a Transition Program that may permit you to use an interim adjusted Applicable Royalty Rate (referred to as the Transition Rate) to assist you in transitioning to the Royalties Scale from~~

Type of Fee (See Note 1)	Amount	Due Date	Remarks
			~~our prior Royalties formula during a transition period, as such program and terms are described in Note 5.~~ ~~Transferee~~: ~~If you are a transferee, then in certain situations, you may be eligible to participate in a Transition Program that may permit you to use an interim adjusted Applicable Royalty Rate (referred to as the Transition Rate) to assist you in transitioning to the Royalties Scale from our prior Royalties formula during a transition period, as such program and terms are described in Note 5.~~ Conversion Franchise: If you are a Conversion Franchise, you may be eligible for adjusted ~~royalties~~Royalties, as described in Note ~~6~~4. Untimely Renewal: If you are an existing franchisee that does not timely renew your Franchise Agreement~~, the Applicable Royalty Rate~~ and we permit you to continue to operate on a month-to-month basis, the Royalties will be increased by 2.5% to 12.5% of Gross Service Sales in each month until you have completed the renewal process~~, as described in Note 7.~~ (including signing a renewal Franchise Agreement and a general release and paying the renewal fee) or the Franchisee Agreement is terminated. ~~Unauthorized Construction Services:~~ ~~If you, your owners, or your affiliates perform Construction Services without a fully executed Construction Services Amendment, the Applicable Royalty Rate is described in Note 8.~~
Ad Fund Contribution	Currently, 2% of monthly Gross Service Sales for the first $7.5 million in ~~Royalty~~ Group Sales in a calendar year and 0.5% of monthly Gross Service Sales that are in excess of $7.5 million in ~~Royalty~~ Group Sales in a calendar year.	Monthly by the 20th	See Note 2 for the definition of "**Gross Service Sales**" and Note 3 for the definition of "~~**Royalty**~~ **Group Sales**." The National Advertising Fund Contribution (the "**Ad Fund Contribution**") is contributed to the National Advertising Fund (the "**Ad Fund**") applicable to your Restore Franchise, which is administered and controlled by us. We may change the Ad Fund Contribution, provided that the total Ad Fund Contribution and Local Advertising Commitment will not exceed 4% of Gross Service Sales. Subject to this cap, if we increase the Ad Fund Contribution, we may decrease or eliminate the Local Advertising Commitment.

Type of Fee (See Note 1)	Amount	Due Date	Remarks
			Legacy Renewal Franchise: If you are ~~eligible for the Transition Program (as defined in Note 5), your~~operating an existing Restore Franchise and have the right to renew your Franchise Agreement (a "**Legacy Renewal Franchise**"), see Note 5 regarding the applicable Ad Fund Contribution ~~will be capped during the Transition Period (as defined in Note 5), as described in Note 9~~.
Local Advertising Commitment	If you fail to spend the required Local Advertising Commitment in any month, you must pay us the difference between the amount you actually spent on Eligible Local Marketing in such month and the required Local Advertising Commitment for such month.	Upon demand	We may require you to spend a percentage of your Gross Service Sales each month on Eligible Local Marketing (the "**Local Advertising Commitment**"). We may, in our sole discretion, specify the types, methods, and specifications of local advertising that qualify as "**Eligible Local Marketing**". If you fail to meet the Local Advertising Commitment in any month, in addition to other remedies, you must contribute the difference between your actual spend and required spend to the Ad Fund. New and Transferred Restore Franchises: Currently, for new and transferred Restore Franchises, the Local Advertising Commitment is 2% of monthly Gross Service Sales for the first $7.5 million in ~~Royalty~~ Group Sales in a calendar year and 3.5% of monthly Gross Service Sales that are in excess of $7.5 million in ~~Royalty~~ Group Sales in a calendar year. We may change the Local Advertising Commitment, provided that total Ad Fund Contribution and Local Advertising Commitment will not exceed 4% of Gross Service Sales. Legacy Renewal Franchises: See Note 5 for the Local Advertising Commitment for Legacy Renewal Franchises.
AOS Training for Additional Persons, Subsequent or Replacement Trainees, and for Transferees	Currently, $6,310 per person for a 3-week program.	Due at closing for transfers; due upon demand for all other trainees	The AOS Training fee for two people to attend the AOS Training is included in the Initial Franchise Fee. If you bring additional trainees or subsequent/ replacement trainees to AOS Training, you must pay our then-current fee for such training, which will not exceed $8,110 per person. If you are a transferee, the AOS Training is not included in the Transfer Fee and you must pay our then-current fee for such training, which will not exceed $8,110 per person. However, if you have both a WRT (Water Restoration Technician) and ASD (Applied Structural Drying) certifications then you can reduce

Type of Fee (See Note 1)	Amount	Due Date	Remarks
			the AOS Training fee by $1,295. Additionally, if you have FSRT (Fire and Smoke Restoration Technician) you can reduce the AOS Training fee by $300. All of the prices include training, class materials, and some meals. In addition to the fees listed, you are responsible for all wages, travel, hotel costs, and some meal costs that you or your trainees incur while attending training.
Ongoing Training Programs and Meetings	The then-current registration fees, which are currently $300 to $2,500 per attendee for training programs and $1,000 per attendee for regional meetings.	Due upon registration	Payable if you or your representatives attend our Spring and Fall Regional Meetings and other training programs that we require or offer, provided that these fees will not exceed $4,000 per training program, seminar, or workshop or $2,000 per regional meeting. You (or an officer and owner if you are an entity) must attend at least three seminars, conventions, or meetings per year. You are responsible for all wages, travel, hotel costs, and some meal costs that you or your trainees incur while attending training, meetings, or conventions. See Item 11.
Annual Convention Fee	Currently, $1,000 per attendee.	Due upon registration	You must send an owner, manager, or representative that we approve to our annual convention. If you ~~own more than one Restore Franchise, then you must send at least one representative for one to two Restore Franchises, two representatives for three to four Restore Franchises, three representatives for five to six Restore Franchises, four representatives for seven to eight Restore Franchises, five representatives for nine to 10 Restore Franchises, six representatives for 11 to 12 Restore Franchises, and seven representatives for 13 or more Restore Franchises. If the minimum required number of representatives do not attend our annual convention,~~fail to have a representative attend two consecutive annual conventions and there is not a valid business reason, then we have the right to charge you 150% of the current annual convention fee ~~for each absent representative~~. The annual convention registration fee may change, provided it will not exceed $2,000 per attendee. You are also responsible for all wages, travel, hotel costs, and some meal costs that you or your attendees incur while attending the annual convention.
Technology Fees	The then-current fees. Currently, for Restore 365 Plus ~~Software~~software, the fees are $650 per month	~~For XactWare the fee is due both monthly and~~	Payable to us for various technology-related products and services that we or our affiliates may provide or arrange for third parties to provide to you, as specified in the Manual. We may change the required products and services and related fees from time to time,

Type of Fee (See Note 1)	Amount	Due Date	Remarks
	for your primary place of business and $50 per month per other location, if you elect to operate Restore 365 Plus at more than one location. In addition, an audit fee of $15 per insurance claim audited through the Validate component of the software. ~~Currently, for XactWare, the fees are $158 per month plus $6.25 to $37.80 per job.~~ Currently, for Clerk of the Works, the fee is $1,099 per year. Currently, for ~~Cotalty Estimate~~Morning Coffee, the fee is $~~12~~450 per ~~job~~quarter. Currently, for DocuSketch, the fee is $95 per month plus $5 to $45 per job, depending on the features used. Currently, for EarthVisionZ, $417 per month.	~~as incurred on a per job basis.~~ For Clerk of the Works, the fee is due yearly. For Morning Coffee, the fee is due quarterly. For ~~Restore 365 Plus and Cotalty Estimate~~the other software, the fee is due monthly.	provided that, unless otherwise specified in this FDD, the fees charged by us or our affiliates will not exceed 150% of our and our affiliates' costs and expenses related to developing, providing, licensing, maintaining, and/or procuring such products and services. Currently, the Technology Fee includes ~~three~~the following required software programs: (1) Restore 365 Plus software; (2) ~~XactWare software, which is an estimating and pricing software to be able to build an invoice and create a line item invoice; and (3)~~ Clerk of the Works software, which generates time and materials invoices~~.~~; and (3) Morning Coffee, which is our business intelligence software. Currently, the Technology Fee includes the following optional software programs: (a) DocuSketch, which can produce 3D room images (and requires a separate purchase of a $700 camera from the vendor), and (b) EarthVisionZ, which provides real-time weather information mapped over your territory. For Restore 365 Plus, the initial setup fee of $3,500 per primary place of business is included in the Initial Franchise Fee. ~~These~~The Restore 365 Plus fees may change, provided the monthly fee for your primary place of business will not exceed $1,300 per month ~~and~~, the monthly fee for each additional location will not exceed $125 per month, and the audit fee will not exceed $40 per claim (these caps shall supersede the general Technology Fees cap described above of 150% of actual costs and expenses). ~~If you chose to use XactWare, there is an additional feature, called Contents Track, which is an inventory management tracking software, and there is an additional fee of $29 per job, which fee may increase as determined by the vendor.~~ ~~In the event you participate in any Optional Program, then you may also need to obtain Cotalty Estimate software, either in addition to XactWare or instead of XactWare, which is carrier specific.~~
Optional Program Participation Fees	Currently, not charged.	As incurred	If you participate in any Optional Programs, you may be required to pay fees to participate in such program. The fees may be established or changed from time to time, provided that any such fees payable to us or our affiliates will not exceed $10,000 per year, per Optional Program. The fees may be paid weekly, monthly, or annually. See Note 6.

Type of Fee (See Note 1)	Amount	Due Date	Remarks
~~Branch 44~~Optional Program Referral ~~Fee~~Fees	Commercial Jobs: Currently, 5% of the total ~~invoice for a job referred from another franchisee's national account.~~invoiced amount for such job. Residential Jobs: Currently, $100 per job.	Monthly as incurred	~~Payable if~~If you participate in ~~our optional National Accounts Program and receive a referral from a national account identified by another franchisee. We will remit customer payments to you less the then-current referral fee, which~~any Optional Programs, you may be required to pay referral fees for each lead referred to you through such program. The fees may be established or changed from time to time, provided that any such fees payable to us or our affiliates will not exceed (a) for commercial jobs, 10% of the total ~~invoice for such job. We will redistribute this referral fee to the franchisee that was the source of the national account lead~~invoiced amount for such job and (b) for residential jobs, in our discretion, a fixed fee of up to $350 per job or a percentage fee up to 10% of the total invoiced amount for such job. See Note 6.
Optional Program ~~Participation~~Service Fees	Currently, not charged~~. Will vary based on Optional Program~~.	Monthly as incurred	If you participate in any Optional Programs, you may ~~incur additional fees and expenses related to the operation of such programs. The amount and type of fees may vary by program, will be included in any related program agreement, may change from time to time, and may be determined by and/or payable to~~be required to pay service fees for certain specified services provided by us, our affiliates, ~~insurance carriers, or program participants, depending on the terms of such Optional Program~~or third parties related to jobs generated through such programs. The fees may be established or changed from time to time, provided that any such fees payable to us or our affiliates will not exceed 150% of our and our affiliates' costs and expenses related to providing products and/or services related to such job. See Note 6.
Branch 44 Account Management Fee	50% of any referral fee that we collect from a Restore Franchise that provides services to a Territory Account	Monthly as incurred	Payable if you request that we provide optional Branch 44 account management services to a Territory Account and we, in our sole discretion, agree to do so. The Branch 44 services that we may provide include (a) managing communications with a Territory Account, (b) referring leads related to Territory Accounts to Restore Franchises, (c) coordinating the completion of such jobs, (d) providing customer service support for such jobs, and (e) preparing invoices for, and collecting and distributing revenue from, such jobs. If we provide the Branch 44 services, we will charge a referral fee to the Restore Franchise that provides services to the Territory Account and will retain half of such fee, with the remainder of the referral fee distributed to you.
Estimating as a Service Fee	For estimates relating to water damage, currently,	As incurred	Payable for each job in which we generate the estimate for the job. Some carriers require you to use our

Type of Fee (See Note 1)	Amount	Due Date	Remarks
	$125 to $325 for jobs estimated to be $50,000 or less and up to 5% of the invoice amount for job estimated to be more than $50,000. For estimates relating to other damage (such as fire damage, mold remediation, or construction), we may charge a fee of up to 5% of the invoice amount.		service. For estimates relating to water damage, we may change the fee for jobs estimated to be $50,000 or less, provided that the fee will not exceed, at our option, $1,000 per job.
Construction Services Fee	3% of monthly Gross Service Sales from Construction Services, without any deduction for subcontractor-performed work. Franchisees may be eligible for a reduced fee equaling 2% of Gross Service Sales in 2025, 2.25% in 2026, 2.5% in 2027, and 2.75% in 2028.	Monthly by the 20th	Construction Services Amendment: If you provide Construction Services pursuant to the Construction Services Amendment, you (a) will pay this fee for Gross Service Sales from Construction Services and (b) will not pay Royalties on revenue from Construction Services. To be eligible for the reduced Construction Services Fee, you and your affiliates must fully comply with all Franchise Agreements with us, including timely making all required payments and submitting all reports to us. The reduced fees will not be available after December 31, 2028, at which point the fee will revert to 3% of Gross Service Sales. No Construction Services Amendment: If you, your owners, or your affiliates provide Construction Services without a fully-executed Construction Services Amendment, you will pay 10% of monthly Gross Service Sales related to providing such services. Untimely Renewal If you are an existing franchisee that does not timely renew your Franchise Agreement and we permit you to continue to operate on a month-to-month basis, the Construction Services Fee will be increased by 2.5% to 5.5% of monthly Gross Service Sales in each month until you have completed the renewal process (including signing a renewal Franchise Agreement and a general release and paying the renewal fee) or the Franchisee Agreement is terminated.
Construction Services Advertising Fee	Legacy Renewal Franchises Only: 0.25% of Gross Service Sales	Monthly by the 20th	If you are a Legacy Renewal Franchise and sign the Construction Services Amendment, you (a) will pay this fee for Gross Service Sales from Construction

Type of Fee (See Note 1)	Amount	Due Date	Remarks
	from Construction Services.		Services and (b) will not pay the Ad Fund Contribution on revenue from Construction Services. The Construction Services Fee will be contributed to the Ad Fund. If you, your owners, or your affiliates provide Construction Services without a fully-executed Construction Services Amendment, the revenue generated by such jobs will be subject to the standard then-current Ad Fund Contribution.
Construction Services Local Advertising Commitment	Legacy Renewal Franchises Only: if you fail to spend the required Construction Services Local Advertising Commitment in any month, you must pay us the difference between the amount you actually spent on Eligible Local Marketing in such month and the required Construction Services Local Advertising Commitment for such month.	Upon demand	If you are a Legacy Renewal Franchise, you must spend 0.5% of your Gross Service Sales derived from Construction Services each month on Eligible Local Marketing (the "**Construction Services Local Advertising Commitment**"). If you fail to meet the Construction Services Local Advertising Commitment in any month, in addition to other remedies, you must contribute the difference between your actual spend and required spend to the Ad Fund.
Product or Equipment Evaluation Testing Fees	$500 per cleaning product and $1,000 per equipment product.	At time of submission of request	Payable if you request our approval of a non-approved product or equipment item that you want to use in your business. You also must pay for shipping and handling charges to ship the products to us and back to you. See Item 8 for a description of the approval process.
Renewal Fee	Up to 3% of the franchise fee charged to new franchisees at the time of renewal.	When Franchise Agreement is renewed	Payable for you to enter into a renewal term for each Franchise Agreement.
Lead Fee	$10,000	At closing of the transfer	Payable to us if we refer a qualified lead to an existing franchise owner and such lead purchases the franchise owner's interest within 18 months of our referral of such lead. See Note ~~10~~6.
Transfer Fee	The sum of (a) ~~$12,000~~10% of the Initial Franchise Fee charged to new franchisees at the time of the transfer, except (i) $3,500 if the transfer is to an owner's adult child who is at least 18 years of age or to a qualified manager of the franchise	At closing of the transfer	Payable by you or the buyer when you transfer 50% or more ownership of the Franchise Agreement or the ServiceMaster Franchise to one or more owners. You must pay a non-refundable application fee equal to 25% of the Transfer Fee when you submit your request for us to review such a proposed transfer, which will be credited towards the Transfer Fee. Transferees must also pay the cost of AOS Training and must purchase their own laptop and software.

Type of Fee (See Note 1)	Amount	Due Date	Remarks
	(as specified in the Manual), (ii) $500 if the transfer is to a spouse of an existing owner, and (iii) $500 if the transfer is to an existing owner of the franchise; plus (b) our and our affiliates' costs and expenses related to the transfer (including attorneys' fees).		
Change Fee	Currently, $500 per change per Franchise Agreement.	As incurred	Payable if making a non-control transfer; changing business entity name; changing DBA (doing business as) name; changing form of entity; or modifying Franchise Agreement. No charge to change DBA name or form of entity during first year of initial term. The fee may change from time to time, provided that the fee will not exceed $750. If any changes are being made in conjunction with a transfer of 50% or more ownership of the Restore Franchise, the Transfer Fee shall apply, instead of the Change Fee. For non-controlling transfers, the Change Fee shall apply per person, per transfer, and per Franchise Agreement.
Interest and Late Fees	For fees: 2% per month in interest compounded daily or the maximum permitted by law, whichever is less. For fees, reports, and other information or materials: $200 weekly late fee for first four late weeks and $500 weekly late fee thereafter; and all other costs incurred by us (including bank charges and attorneys' fees).	When overdue amount is paid	Payable if you are late making any payments or providing any sales reports or other documents or information required to be provided to us. Payable on, and in addition to, any overdue amounts from the date that the payment was originally due.

Type of Fee (See Note 1)	Amount	Due Date	Remarks
Audit	$5,000 plus the cost of audit, the amount of the underpayment, and interest on the underpayment.	Upon demand	Payable only if (1) an audit shows an understatement of at least 1% of Gross Service Sales for any given month and (2) the amount of underpayment plus interest is greater than $5,000.
Inspection Fee	$500 per representative per day, plus our actual costs and expenses, which include travel and living expenses for our representatives.	Upon demand	Payable if we conduct a follow-up inspection to confirm that you have corrected any deficiencies identified in another inspection.
Insurance Procurement Fee	Up to 150% of any costs and expenses that we and our affiliates incur to obtain and maintain insurance.	As incurred	If you fail to obtain or maintain the required insurance coverage, we may, in our sole discretion, procure insurance coverage on your behalf and charge you this fee.
Customer Complaint Management Fee	$500, plus any costs and expenses that we and our affiliates incur to attempt to resolve such complaint.	As incurred	If we, in our sole discretion, intervene in a customer complaint or dispute to protect the brand or because you have not adequately or promptly resolved the complaint, we may manage or settle the dispute on your behalf and charge you this fee. We may increase the fixed portion of this fee, provided that it will not exceed $750.
Performance After Default	Up to 120% of any costs and expenses that we and our affiliates incur to perform such obligation.	As incurred	If you fail to perform any obligation under the Franchise Agreement, we may, in our sole discretion, undertake or perform such obligation and charge you this fee.
Non-Compliance Fee	$1,000, unless otherwise specified in the Manual	As incurred	Payable if you fail to comply with your Franchise Agreement or any standards within the Manual. The fee (i) shall be $1,000 per single violation per day; (ii) may be modified from time to time, provided that it will not exceed $2,000 per single violation per day; (iii) may be charged repeatedly (as frequently as daily) if the non-compliance is ongoing, and (iv) may vary based on the severity of the defaults, the number of the defaults, and whether the defaults have been repeated. See Note ~~11~~7 for current fees.

Type of Fee (See Note 1)	Amount	Due Date	Remarks
Enforcement Expenses	Our and our affiliates' costs and expenses.	On invoice	You must pay us or our related parties any attorneys' fees and other related costs and expenses we and our related parties incur (a) to enforce the terms of the Franchise Agreement or any other agreement (whether or not we initiate a legal proceeding, unless we or our related parties fail to prevail in such a legal proceeding) or (b) in the defense of any claim you or your related parties brings against us or our related parties on which we or our related parties substantially prevail in such legal proceedings related to you, your Owners, or your related parties (other than those we incur in response to your efforts to enforce the Franchise Agreement or in the defense of any claim we assert against you on which you substantially prevail in court or other formal legal proceedings).
Tax Reimbursement Fees	Will vary under circumstances.	As incurred	These fees will be paid to us to reimburse us for certain sales, use, personal property and other taxes we or our affiliates incur related to the goods, services, and licenses that we provide to you.
Indemnification	Varies by nature of claims.	On demand	You must indemnify us and our affiliates in connection with your operation of the Restore Franchise, as well as our litigation costs in defending these claims.
Liquidated Damages	The average monthly amount of Royalties ~~and~~, Ad Fund Contributions, Construction Services Fees, and Construction Services Advertising Fees that you owed us during the past 12 months times the lesser of remainder of term of Franchise Agreement or 24 months.	Within 7 days of termination of your Franchise Agreement	Payable if we terminate the Franchise Agreement due to your default (or if you purport to terminate the Franchise Agreement). If less than 12 months have passed since opening and termination, the amount will be the average monthly Royalties ~~and~~, Ad Fund Contributions, Construction Services Fees, and Construction Services Advertising Fees during the time between opening and termination, times the lesser of the remainder of term of the Franchise Agreement or 24 months.
Appraiser's Fee	50% of appraiser's fee for the first appraiser; 100% of appraiser's fee for the second and third appraiser.	On invoice	Payable to us or third-party appraiser. You must pay this fee only if we elect to purchase your assets on termination or expiration of the Franchise Agreement, and we cannot agree with you on the purchase price.

Notes to Item 6

1. Payment Due Dates and Payment Methods. All of the listed fees are payable to us or our affiliates. All fees paid to us or our affiliates are non-refundable. Except as otherwise noted, the fees are uniformly imposed. All payments of fees and charges must be made to us in the manner and at the times specified by us, which are subject to change. Currently, we specify that (a) Royalties, Ad Fund Contributions, Construction Services Fees, Construction Services Advertising Fees, and Technology Fees (collectively the "**Operating Fees**") and other fees due must be paid to us on the day of the month we specify in the Manual (currently, the 20th of each month) based on the Gross

Service Sales reported to us (which reports are currently due by the 10th of each month); (b) miscellaneous fees and charges must be paid to us on the day of the month specified by us (currently, the last business day of the month) in which they are incurred, except as noted below for liquidated damages; and (c) liquidated damages assessed against you must be paid on seven days after the termination of the Franchise Agreement. Sometimes it may be necessary to electronically debit funds for miscellaneous fees before the last day of the month. In that case, the amount and date of deduction will be communicated to you.

You must make all payments to us by the method or methods that we specify from time to time in the Manual, which may include payment via wire transfer or electronic debit from your bank account (the "**Account**"). You must furnish us and our bank with all authorizations necessary to effect payment by the specified methods and must take all steps necessary to ensure that such authorizations remain valid. Currently, you must make all payments due under the Franchise Agreement (including payments for products or services purchased from us or our affiliates) by electronic debit from the Account, which we may initiate by auto draft. You must sign an electronic funds transfer authorization form and maintain sufficient funds in the Account.

If you have not reported Gross Service Sales to us for any reporting period, we will be authorized to debit your Account in an amount equal to the greater of the non-reported payment (if we can reasonably estimate or determine the owed amount) 120% of the average Operating Fees transferred during the previous 12 reporting periods in which such report was received (or the number of reporting periods for which such report was received). If at any time we determine that you have under reported the Gross Service Sales, underpaid Operating Fees, or underpaid any fees due to us under the Franchise Agreement, we will be authorized to immediately initiate a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in the Franchise Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after we and you determine that such credit is due. We may apply payments we receive to any of your past due indebtedness, in our sole discretion, regardless of how you designate a particular payment to be applied. In addition, we may offset any amount otherwise due to you against any amount owed to us. Finally, we may retain any amounts received for your or your affiliates' account (such as rebates from suppliers, national account or program work payments, or other payments) as payment against any amounts owed to us. We can exercise any of the foregoing rights in connection with amounts owed to or from us or our affiliates.

2. Definition of Gross Service Sales. **"Gross Service Sales"** means **(X)** all charges and/or revenues which are billed, received, or earned by you, your affiliates, your owners, any related parties (including your officers and family members), and/or your subcontractors:

   A. by, at, or in connection with the Restore Franchise or the use of any of the Marks;
   B. relating to the kinds of goods or services available now or in the future through the Restore Franchise and/or distributed in association with the Marks or the licensed system of operations;
   C. relating to the operation of any similar businesses (that offers, is otherwise involved in, or deals with goods and services similar to those offered by Restore Franchises);
   D. with respect to any co-branding activities (including goods or services provided under, or in conjunction with, a mark other than the Marks); and/or
   E. with respect to any other revenues of any kind received from third parties related to the operation of the Restore Franchise, including any revenue received from us or our affiliates (such as revenue we or our affiliates collect directly from customers that is related to work performed by you) or from vendors (such as rebates or referral fees); **less**

(Y) any approved adjustments that may be deducted in accordance with the royalty remittance policy in the Manual, as such policy may be revised from time to time. Unless otherwise specified in the Manual or by us in writing, Gross Service Sales includes all revenue at the time billed and must be reported monthly on an accrual basis in the month the work was billed to the customer, regardless of when and if such revenue is collected by you. Unless otherwise specified in the Manual, any expenses related to goods or services provided to you or customers by any parties related to you (acting as a subcontractor, vendor, or otherwise) are not deductible as adjustments from Gross Service Sales.

3. ~~Royalty Group~~Groups and ~~Royalty~~ Group Sales. In certain circumstances, we will permit you to combine your Restore Franchise and certain other Restore Franchises owned by you and your affiliates into one group for the purpose of calculating certain fees (the "**~~Royalty~~ Group**"). Typically, a ~~Royalty~~ Group will consist of only one Restore Franchise. However, if you and your affiliates own, now or in the future, more than one Restore Franchise, the following policies will apply:

   a. Eligibility to Join Group: Only Restore Franchises that are owned by you or your affiliates that operate under a Franchise Agreement that includes an Ad Fund Contribution that varies based on "Group Sales" are eligible to be added to a Group.

   b. ~~a.~~ Contiguous or Overlapping Territory – Existing Franchises or New Franchises: If you or your affiliates (i) own~~, as of April 30, 2025,~~ any Restore Franchises that have overlapping or contiguous territories or (ii) in the future acquire from us a new Restore Franchise (not through a transfer) with a territory that overlaps with, or is contiguous to, the territory of any Restore Franchises owned by you or your affiliates, we will combine such overlapping or contiguous Restore Franchises into a single ~~Royalty~~ Group (if they are eligible for inclusion in a Group).

   c. ~~b.~~ Contiguous or Overlapping Territory – Transferred Franchises: If you or your affiliates acquire from an existing franchisee through a transfer one or more existing Restore Franchises that have territories that overlap with, or are contiguous to, the territory of your or your affiliates' existing Restore Franchise(s), we may, in our sole discretion, either (i) combine the transferred Restore Franchises and the overlapping or contiguous Restore Franchises into a single ~~Royalty~~ Group or (ii) maintain the transferred Restore Franchises as a separate ~~Royalty~~ Group from your existing ~~Royalty~~ Groups. There should be no expectation that any of the acquired Restore Franchises will be combined with your or your affiliates' existing ~~Royalty~~ Groups.

   d. ~~c.~~ Non-contiguous or Non-overlapping Territory: If you or your affiliates own or acquire (either through a transfer or purchase of a new franchise) any Restore Franchises that have territories that do not overlap with, or are not contiguous to, one another, we may, in our sole discretion, either (i) combine the separated Restore Franchises into one of your or your affiliates' existing ~~Royalty~~ Groups or (ii) maintain the separated Restore Franchises as one or more separate ~~Royalty~~ Groups. There should be no expectation that any non-contiguous or non-overlapping Restore Franchises will be combined with your or your affiliates' other Restore Franchises.

   Once a ~~Royalty~~ Group has been established, we may not modify the ~~Royalty~~ Group unless we and you or your affiliates agree to do so in writing, or unless you or your affiliates default under any Franchise Agreement, including a Franchise Agreement for a Restore Franchise in a different

~~Royalty~~ Group. In such a case of default, as an alternative remedy to termination of any Franchise Agreements, we may, in our sole discretion, modify or dissolve any of the existing ~~Royalty~~ Groups of you and your affiliates (even if only one franchisee out of all of your affiliated franchisees committed the default and even if such defaulting franchisee's Restore Franchise was part of a different ~~Royalty~~ Group from your other ~~Royalty~~ Groups) in any manner that we deem appropriate, without regard to the above-stated rules.

For example, we may permanently separate into two or more new ~~Royalty~~ Groups any Restore Franchises with contiguous or overlapping territories that had been in a single ~~Royalty~~ Group.

As another example, if you and your affiliates have 12 Restore Franchises divided into ~~Royalty~~ Group A with eight Restore Franchises and ~~Royalty~~ Group B with four Restore Franchises and there is a default under a Franchise Agreement for one of the Restore Franchises in ~~Royalty~~ Group A, we could modify both ~~Royalty~~ Group A and B in any way we deem appropriate. For example, we could choose to split ~~Royalty~~ Groups A and B into four new ~~Royalty~~ Groups with three Restore Franchises each. As another example, we could choose not to modify ~~Royalty~~ Group A but could split ~~Royalty~~ Group B into one ~~Royalty~~ Group with three Restore Franchises and one ~~Royalty~~ Group with one Restore Franchise.

The "**~~Royalty~~ Group Sales**" is determined by aggregating the Gross Service Sales of all of the Restore Franchises in the ~~Royalty~~ Group. If a ~~Royalty~~ Group is created during a calendar year, the Gross Service Sales of all of the Restore Franchises in such ~~Royalty~~ Group that occurred during each full month of such calendar year prior to the date of the formation of the ~~Royalty~~ Group will be aggregated, and thereafter included in, the calculation of the ~~Royalty~~ Group Sales for such calendar year. If a Restore Franchise is added to the ~~Royalty~~ Group during a calendar year, the Gross Service Sales of such Restore Franchise during each full month of such calendar year prior to the date of its addition to the ~~Royalty~~ Group will be added to, and thereafter included in, the calculation of the ~~Royalty~~ Group Sales for such calendar year. If a Restore Franchise is removed from the ~~Royalty~~ Group during a calendar year, the Gross Service Sales of such removed Restore Franchise in the portion of the full months of such calendar year that preceded the date of its removal will be included in the calculation of the ~~Royalty~~ Group Sales for such calendar year, but any Gross Service Sales of such removed Restore Franchise after its removal shall not be included in the calculation of the ~~Royalty~~ Group Sales going forward. You will report Gross Service Sales for each Restore Franchise separately, and we will aggregate such figures to determine the ~~Royalty~~ Group Sales.

For example, if a Restore Franchise is removed from the ~~Royalty~~ Group because you are selling the Restore Franchise to a third party and such transfer occurs on September 17th, then the Gross Service Sales of such transferred Restore Franchise that occurred from January through August (including August) will remain part of the ~~Royalty~~ Group Sales, and any Gross Service Sales of the transferred business that occur from September 1 through and including September 17 will not be included in the ~~Royalty~~ Group Sales.

~~4. Royalties Scale. If you are (a) purchasing your first Restore Franchise from us (first for you and your affiliates and not including transfers from existing franchisees), (b) not eligible, or no longer eligible, for the Transition Program (as described in Note 5), or (c) converting your existing Restore Franchise to our Royalties Scale through an amendment, the "**Applicable Royalty Rate**" for a given month shall be determined based on the Group Royalty Sales for such calendar year in accordance with the following scale (the "**Royalties Scale**"):~~

ROYALTY TIER	RANGE OF ROYALTY GROUP SALES IN EACH CALENDAR YEAR		APPLICABLE ROYALTY RATE IN EACH TIER
	Minimum	Maximum	
1	$0	$500,000	10%
2	$500,000.01	$1,000,000	9.15%
3	$1,000,000.01	$1,500,000	8.75%
4	$1,500,000.01	$2,000,000	8.35%
5	$2,000,000.01	$2,500,000	7.95%
6	$2,500,000.01	$3,000,000	7.55%
7	$3,000,000.01	$3,500,000	7.15%
8	$3,500,000.01	$4,000,000	6.75%
9	$4,000,000.01	$4,500,000	6.35%
10	$4,500,000.01	No maximum	5.95%

In a calendar year in which the Royalties Scale takes effect, the Royalty Group Sales (if any) for the Royalty Group will be aggregated for each of the full months of the calendar year preceding the implementation of the Royalties Scale to determine the beginning Royalty Tier and beginning Applicable Royalty Rate. When the Royalty Group Sales in such calendar year crosses into another Royalty Tier, the Applicable Royalty Rate will change. Beginning on January 1 of each calendar year, the Royalty Group Sales and Applicable Royalty Rate will reset, and you will begin paying Royalties at the Tier 1 level.

As an example, if the total Royalty Group Sales for 2025 was $2,700,000 and the Royalty Group Sales for January 2026 are $400,000, the Applicable Royalty Rate for January 2026 will be 10% (the Applicable Royalty Rate for Tier 1), since the Royalty Group Sales for 2026 would restart on January 1 and reach $400,000 by the end of January. If in February 2026, the same Royalty Group achieved $100,000 in Royalty Group Sales, the Applicable Royalty Rate would still be 10% (the Applicable Royalty Rate for Tier 1) by the end of February, because the aggregate Royalty Group Sales by the end of February 2026 would be $500,000.

As a further example, if you own a Royalty Group that converts to the Royalties Scale on August 1, 2025, and the Royalty Group Sales for January through July were $1,700,000, the Applicable Royalty Rate for August would start at 8.35% (the Applicable Royalty Rate for Royalty Tier 4), even though the Royalty Group Sales were achieved prior to the implementation of such Royalties Scale. The Applicable Royalty Rate would then change when the Royalty Group Sales equals or exceeds $2,000,000.01 (which is the minimum amount for Royalty Tier 5). Once Royalty Tier 5 is reached, the Applicable Royalty Rate for Royalty Tier 5 (7.95%) would apply until the Royalty Group Sales reaches the next Royalty Tier threshold (which is $2,500,000.01 for Royalty Tier 6, with an Applicable Royalty Rate of 7.55%). This process will continue until the conclusion of such calendar year at which point the Royalty Group Sales and Applicable Royalty Rate will reset.

If the Applicable Royalty Rate changes in a month because the Royalty Group Sales crosses into one or more additional Royalty Tiers (as described in the Royalties Scale above), the Applicable Royalty Rate for such month shall be a blended royalty rate calculated by (a) multiplying the Royalty Group Sales in such month in each Royalty Tier by the Applicable Royalty Rate for such Royalty Tier, (b) adding the resulting amounts together, and (c) dividing such aggregated amount by the total Royalty Group Sales in such month.

For example, if the Royalty Group Sales for the calendar year at the start of September was $1,200,000 and the Royalty Group Sales for the month of September is $1,000,000 (this figure was chosen solely for the purpose of demonstrating a transition across three

Royalty Tiers), the Applicable Royalty Rate for the month is 8.39%, and the Royalties payment for the month of September would be $83,900, which is calculated as follows:

(x) The amount of the Royalty Group Sales in Tier 3 (which is the difference between $1,200,000 [the Royalty Group Sales as of September 1st] and $1,500,000 [the maximum amount for Tier 3], which is $300,000) multiplied by the Applicable Royalty Rate for Tier 3 (which is 8.75%), which equals $26,250; plus

(y) The amount of the Royalty Group Sales in Tier 4 (which is the difference between $1,500,000.01 [the minimum amount for Tier 4] and $2,000,000 [the maximum amount for Tier 4], which is $500,000) multiplied by the Applicable Royalty Rate for Tier 4 (which is 8.35%), which equals $41,750; plus

(z) The amount of the Royalty Group Sales in Tier 5 (which is the difference between $2,000,000.01 [the minimum amount for Tier 5] and $2,200,000 [the Royalty Group Sales as of September 30th], which is $200,000) multiplied by the Applicable Royalty Rate for Tier 5 (which is 7.95%), which equals $15,900.

The sum of (x) + (y) + (z) = $83,900, which is then divided by $1,000,000 (the Royalty Group Sales for September). This calculation equals 8.39%, which is the Applicable Royalty Rate for September for the Royalty Group.

For clarity, the following table depicts the same calculation from the example above in a table format with the applicable portion of the Royalties Scale on the left and the $1,000,000 in Royalty Group Sales for September on the right, divided into the applicable Royalty Tiers:

Royalties Scale					**September**		
Royalty Tier	**Minimum**	**Maximum**	**Rate**		**Sales**	**Royalties**	**Rate**
1	$0	$500,000	10%		N/A	N/A	N/A
2	$500,000.01	$1,000,000	9.15%		N/A	N/A	N/A
3	$1,000,000.01	$1,500,000	8.75%		$300,000	$26,250	8.75%
4	$1,500,000.01	$2,000,000	8.35%		$500,000	$41,750	8.35%
5	$2,000,000.01	$2,500,000	7.95%		$200,000	$15,900	7.95%
6	$2,500,000.01	$3,000,000	7.55%		N/A	N/A	N/A
				Total	**$1,000,000**	**$83,900**	**8.39%**

For further clarity, the aggregate amount of Royalties paid would be the same, whether the Royalty Group is comprised of a single System Business or if there are multiple System Businesses in the Royalty Group. If there is only one Restore Franchise in the Royalty Group, the Royalties due for September would be $1,000,000 multiplied by 8.39%, which equals $83,900. If there are multiple Restore Franchises in the Royalty Group, then the sales for each franchise would be multiplied by the Applicable Royalty Rate to determine the Royalties due for each franchise. In this example if there are two franchises in the Royalty Group and the Gross Service Sales of one of the franchises in September is $400,000, the Royalties due for September for such franchise would be $400,000 multiplied by 8.39%, which equals $33,560. If the Gross Service Sales for the second franchise in September are $600,000, the Royalties due for September for the second franchise would be $600,000 multiplied by 8.39%, which equals $50,340. Taken together, the total Royalties due for the two Restore Franchises equals $83,900 [$33,560 + $50,340] (which is the same amount paid by a Royalty Group with only one Restore Franchise in it).

The range of Royalty Group Sales amounts in the Royalties Scale will increase annually on

January 1 of each year of the Franchise Agreement in accordance with the Consumer Price Index, or 3%, whichever is greater. The updated ranges in the Royalties Scale will be published in the Manual.

THE RANGES OF GROSS SERVICE SALES IN THE ROYALTIES SCALE IS IN NO WAY INTENDED TO IMPLY THAT YOU WILL EXPERIENCE GROSS SERVICE SALES OF ANY PARTICULAR LEVEL.

5. Transition Program. For certain existing franchisees and franchisees that acquire an existing Restore Franchise through a transfer, we are currently offering a transition program to assist in the transition from our prior formula for calculating Royalties to the current Royalties Scale (the "**Transition Program**"). Under Franchise Agreements executed before May 2025, franchisees paid us Royalties based on a royalty rate that varied based on the type of services rendered and paid us certain additional fees related to Optional Programs. Under the current Franchise Agreement offered under this Disclosure Document, Royalties are based on the Royalties Scale for all of the services rendered (without distinguishing between types of services) and a number of additional fees related to Optional Programs will no longer be charged. The Transition Program is intended to provide certain new or existing franchisees with the opportunity to have an interim transitional royalty rate during the period between signing the Franchise Agreement (or an amendment to the Franchise Agreement) and the last day of the month in which the first anniversary of such signing date occurs (the "**Transition Period**") before they begin paying Royalties based on the Royalties Scale. We may change or discontinue the Transition Program at any time, in our sole discretion.

The Transition Program is not offered to new franchisees buying their first Restore Franchise since they have not paid us Royalties before, and, therefore, they have not been accustomed to a different methodology of calculating Royalties.

A. Eligibility for Transition Program. Currently, you will only be eligible for the Transition Program if any of the following circumstances apply:

(1) Renewal for a Single-Unit Franchisee. You and your affiliates (i) own only one Restore Franchise, (ii) are entering into a renewal term for such Restore Franchise, and (iii) have not had any defaults under your existing Franchise Agreement in the 12-month period preceding renewal.

(2) Renewal for a Multi-Unit Franchisee. You and your affiliates (i) own more than one Restore Franchise, (ii) are entering into a renewal term for one or more of the Restore Franchises, (iii) have not had any defaults under your and their existing Franchise Agreements in the 12-month period preceding renewal, and (iv) agree to convert all of your and their Restore Franchises to the Royalties Scale by amending all of the other existing Franchise Agreements at the time of renewal to reflect such conversion.

(3) Transfer of an Existing Restore Franchise to a Franchisee that is New to the System. You and your affiliates (i) do not own any Restore Franchises and (ii) acquire one or more existing Restore Franchises from one or more existing franchisees.

(4) Transfer of an Existing Restore Franchise to an Existing Franchisee. You and your affiliates (i) own at least one Restore Franchise, (ii) acquire one or more existing Restore Franchises from one or more existing franchisees, (iii) have not had any defaults under your or your affiliates' existing Franchise Agreements in the 12-month period preceding the closing of the transfer, and (iv) agree to convert all of your and your affiliates' Restore Franchises to the Royalties Scale by amending all of the other existing Franchise Agreements at the closing of the transfer to reflect such conversion.

(5) Purchase of an Additional New Franchise by an Existing Franchisee. You and your affiliates (i) own at least one Restore Franchise, (ii) are purchasing one or more new Restore Franchises, (iii) have not had any defaults under your or their existing Franchise Agreements in the 12-month period preceding renewal, and (iv) convert

all of your and their Restore Franchises to the Royalties Scale by amending all of the other existing Franchise Agreements at the closing of the new Restore Franchise purchase. Note, we will not sell you or your affiliates a new Restore Franchise, unless you and they agree to convert all of your and their Restore Franchises to the Royalties Scale at the time you acquire such new franchise.

To be clear, under each scenario described above, you and your affiliates must satisfy each of the qualifications in order to qualify for the Transition Program.

As a result, if you and your affiliates are existing franchisees, you and your affiliates will only be eligible for the Transition Program if you and they agree to convert all of the existing Restore Franchises to the Royalties Scale at the time of the relevant renewal, transfer, or purchase. If you and your affiliates meet all of the other conditions necessary to be eligible for the Transition Program but you or they do not agree to convert all the other Restore Franchises to the Royalties Scale at the same time as the transfer, renewal, or purchase, you and your affiliates will forfeit the opportunity for any of your or their Restore Franchises to take advantage of the Transition Program, even if you or they would otherwise qualify for such program in the future.

For example, if (i) you and your affiliates collectively own four Restore Franchises, (ii) you are entering into a renewal term for one Restore Franchise, and (iii) you and your affiliates have not defaulted under your or their existing Franchise Agreements in the preceding 12 months, all four Restore Franchises would qualify for the Transition Program as long as you and your affiliates agree to sign an amendment for the three non-renewing Restore Franchises to convert to the Royalties Scale for the determination of Royalites. If you and your affiliates do not agree to convert the three non-renewing Restore Franchises to the Royalties Scale, (a) the Restore Franchise being renewed will not be eligible for the Transition Program and will immediately pay Royalties pursuant to the Royalties Scale, and (b) the other three Restore Franchises will not be eligible for the Transition Program in the future when they are entering into renewal terms (or any of the other potential eligibility events occur), even if you are in the future willing to convert all of your Restore Franchises to the Royalties Scale.

B. Applicable Royalty Rate for Franchisees in the Transition Program. If you are eligible for the Transition Program, we will determine whether the Applicable Royalty Rate for determining the Royalties in the Transition Period will be the Transition Rate or alternatively will be determined by the Royalties Scale in accordance with the procedure described herein below. The following defined terms will be used in making such determination:

1. "**Lookback Period**" will be the 12-month period ending on the last day of the month that immediately precedes the effective date of your Franchise Agreement (or an amendment to an existing Franchise Agreement) (the "**Lookback Period**").

   For example, if the effective date is July 15, 2025, the Lookback Period will be July 1, 2024 through June 30, 2025.

2. "**Royalty Group Expenses**" will be determined on a Royalty Group-wide basis and will be equal to (a) total Royalties owed during the Lookback Period + (b) total QRV Program fees owed during the Lookback Period + (c) total National Account referral fees (a.k.a. Branch 88 fees) owed during the Lookback Period. The amounts owed in the Lookback Period will be based on the fee structures in the Royalty Group's existing Franchise Agreements, which includes fees that are not included in this current Disclosure Document and will not be charged to new franchisees (such as the QRV Program and National Account referral fees).

3. "**Effective Rate**" will be a rate equal to (a) total Royalty Group Expenses during the Lookback Period divided by (b) total Royalty Group Sales during the Lookback Period.

4. "**Transition Rate**" will be the Effective Rate plus one percentage point (1%). For example, if the Effective Rate is 6.05%, the Transition Rate will be 7.05%.

5. "**Scale Rate**" will be determined on a Royalty Group-wide basis and will be equal to the blended Applicable Royalty Rate that the Royalty Group would have paid during the Lookback Period had the Royalties Scale been in effect in that period. However, the Scale Rate will not take into account any reset of the Royalty Scale that would have otherwise occurred during the Lookback Period and will instead be calculated as if all of the Royalty Gross Sales were achieved in a single calendar year.

For example, if the Lookback Period was June 1, 2024 through May 31, 2025, under the Royalty Scale rules described in Note 4, on January 1, 2025, the Royalty Scale would ordinarily reset to Royalty Tier 1 with an Applicable Royalty Rate of 10%. However, for purposes of determining the Scale Rate applicable to the Transition Program, the actual Royalty Gross Sales achieved during the Lookback Period (in this example, June 1, 2024 through May 31, 2025) will be treated as if they occurred in a single calendar year such that there will not be any reset of the Applicable Royalty Rate during the Lookback Period.

To determine the Applicable Royalty Rate for those eligible for the Transition Program, we will conduct the following review:

1. We will, in our sole discretion, define the applicable Royalty Group;
2. We will calculate the Transition Rate for the Royalty Group during the Lookback Period;
3. We will calculate the Scale Rate for the Royalty Group during the Lookback Period;
4. We will compare the Transition Rate to the Scale Rate in the Lookback Period to determine which one will apply during the Transition Period, applying the following rule:
    a. If the Scale Rate is less than or equal to the Transition Rate during the Lookback Period, the Royalties Scale will determine the Applicable Royalty Rate throughout the term of the Franchise Agreement, including the Transition Period.
    b. If the Transition Rate is less than the Scale Rate, the Transition Rate will be the Applicable Royalty Rate throughout the Transition Period. After the Transition Period, the Royalties Scale will determine the Applicable Royalty Rate throughout the remainder of the current calendar year and the remainder of the term of the Franchise Agreement.

    See Note 4 for details on calculating Royalties under the Royalties Scale.

For example:

1. If in the Lookback Period, the Royalty Group (i) generated $1,000,000 in Royalty Group Sales ($200,000 of which were attributable to Construction Services), and (ii) paid $84,000 in Royalties, $5,000 in QRV fees, and $5,000 in National Account referral fees:
    a. The Transition Rate is 10.4%. This is calculated by taking (x) the Royalty Group Expenses (based on the fees that were in place under the prior Franchise Agreement), which would be $94,000 ($84,000 in Royalties + $5,000 in QRV fees + $5,000 in National Account fees) and dividing that number by (y) the Royalty Group Sales, which is $1,000,000. The resulting percentage is 9.4%, which is the Effective Rate. The Transition Rate is the 9.4% Effective Rate plus 1%, which is equal to 10.4%.
    b. The Scale Rate is 9.57%. This is calculated by determining the blended Applicable Royalty Rate using the Royalties Scale for $1,000,000 in Royalty Group Sales during the Lookback Period. This is calculated as (x) the amount of the Royalty Group Sales in Tier 1 (which is the difference between $0 [the Royalty Group Sales as of the start of the Lookback Period] and $500,000 [the maximum amount in Tier 1], which is $500,000) multiplied by the Applicable Royalty Rate for Tier 1 (10%), which equals $50,000, plus (y) the amount of the Royalty Group Sales in Tier 2 (which is the difference between $500,000.01 [the minimum amount in

Tier 2] and $1,000,000 [the maximum amount in Tier 2 and the Royalty Group Sales as of the end of the Lookback Period], which is $500,000) multiplied by the Applicable Royalty Rate for Tier 2 (9.15%), which equals $45,750. The sum of (x) + (y) = $95,750, which is then divided by $1,000,000 (the Royalty Group Sales for the Lookback Period). This calculation equals 9.57%, which is the Scale Rate.

c. Because the Scale Rate of 9.57% is less than the Transition Rate of 10.4%, the Royalty Group will have its Applicable Royalty Rate determined in accordance with the Royalties Scale throughout the Transition Period and the remainder of the term, rather than the Transition Rate. See Note 4 for details on calculating Royalties with the Royalties Scale.

2. If in the Lookback Period, the Royalty Group (i) generated $1,000,000 in Royalty Group Sales ($700,000 of which was attributable to Construction Services) and (ii) paid $44,000 in Royalties, $0 in QRV fees, and $0 in National Account referral fees:

a. The Transition Rate is 5.4%. This is calculated by taking (x) the Royalty Group Expenses (based on the fees that were in place under the prior Franchise Agreement), which would be $44,000 ($44,000 in Royalties + $0 in QRV fees + $0 in National Account fees) and dividing that number by (y) the Royalty Group Sales, which is $1,000,000. The resulting percentage is 4.4%, which is the Effective Rate. The Transition Rate is the 4.4% Effective Rate plus 1%, which is equal to 5.4%.

b. The Scale Rate is 9.57%. This is the exact same calculation as in the prior example, as the Royalty Group Sales did not change in this example. The changes that occurred in the percentage of services attributable to Construction Services, the QRV fees, and National Account referral fees do not impact the calculation of the Scale Rate, which is determined only by Royalty Group Sales.

c. Because the Transition Rate of 5.4% is less than the Scale Rate of 9.57%, the Royalty Group will have its Applicable Royalties Rate equal to the Transition Rate throughout the Transition Period, regardless of the level of Royalty Group Sales achieved during the Transition Period. After the Transition Period, the Applicable Royalties Rate will be determined in accordance with the Royalties Scale for the remainder of the term, as described in Note 4.

C. Applicable Royalty Rate if Ineligible for the Transition Program. If you are not eligible for the Transition Program, the Royalties Scale will determine the Applicable Royalty Rate throughout the term of the Franchise Agreement.

4. 6. Royalties for Conversion Franchises. For a Conversion Franchise, as described in the Conversion Amendment, the Royalties will not initially be owed on total Gross Service Sales. We will take into account the level of existing sales for the Conversion Franchise before joining the System and we will, in our sole discretion, phase in the Royalties on an increasing percentage of total Gross Service Sales. For your existing accounts, you will pay the same mutually agreed upon Royalties for so long as you keep the existing account at the same location.

7. Royalties for Franchisees That Fail to Timely Renew. If you do not timely renew your Restore Franchise and we permit you to continue to operate the business on a month-to-month basis, after 60 days, the Royalties will increase by an amount equal to 2.5% of Gross Service Sales during each week that you fail to complete the renewal process until (i) the renewal process is completed (including execution of the renewal Franchise Agreement and a general release and payment of the renewal fee) or (ii) the Franchise Agreement is terminated.

5. Advertising Obligations for Legacy Renewal Franchises. If you have a Legacy Renewal Franchise, you have the right under your existing Franchise Agreement to lock in your existing Ad Fund Contribution during your next renewal term. The Ad Fund Contribution for Legacy Renewal

Franchises is the greater of 1% of Gross Service Sales and $20 per month. If you sign the Construction Services Amendment, for purposes of determining the Ad Fund Contribution, Gross Service Sales will exclude revenue from Construction Services. The Local Advertising Commitment for Legacy Renewal Franchises is 4% of Gross Service Sales (excluding revenue from Construction Services), but your Ad Fund Contributions will count towards satisfying such Local Advertising Commitment. In addition, if you offer Construction Services, you will be obligated to pay us the Construction Services Advertising Fee and to comply with the Construction Services Local Advertising Commitment, as such terms are defined and described in the above table.

~~8.~~ ~~Royalties for Construction Services. If (a) you, your owners or their immediate family members, or your affiliates directly or indirectly perform Construction Services under the Marks or any other marks and (b) you have a fully-executed Construction Services Amendment, the Gross Service Sales of your Restore Franchise will include the revenue derived from such Construction Services, and you will pay the standard Royalties and Ad Fund Contributions on such Gross Service Sales. If (a) you, your owners or their immediate family members, or your affiliates directly or indirectly perform Construction Services under marks other than the Marks and (b) you do not have a fully-executed Construction Services Amendment, the Applicable Royalty Rate will be 10% of Gross Service Sales for such Construction Services, regardless of the Applicable Royalty Rate that would otherwise be in effect. If (a) you, your owners or their immediate family members, or your affiliates directly or indirectly perform Construction Services under the Marks and (b) you do not have a fully-executed Construction Services Amendment, the Applicable Royalty Rate will be 10% of Gross Service Sales for all services for the remainder of the term, regardless of the Applicable Royalty Rate that would otherwise be in effect.~~

6. Optional Program Fees. If you elect to participate in any Optional Programs, you may be required by us, our affiliates, or third parties to pay participation fees, referral fees, and/or service fees to us, our affiliates, insurance carriers, and/or other program participants. Such Optional Program fees are in addition to all other fees specified in the Franchise Agreement, the Related Agreements, or other agreements, and the fee caps described in the table above for each of the Optional Program fees shall not apply to, or impact, any other fees specified in the Franchise Agreement, the Related Agreements, or other agreements.

~~9.~~ ~~Ad Fund Contribution Cap Under the Transition Program. If you are eligible for the Transition Program, if the total Ad Fund Contributions paid by the Royalty Group during the Transition Period reaches the total Ad Fund Contribution owed by the Royalty Group in the Lookback Period (based on the fee structure applicable in the then-effective Franchise Agreements) plus $50,000, no further Ad Fund Contributions will be required for the Restore Franchise for the remainder of the Transition Period. After the Transition Period, you must resume paying the Ad Fund Contribution for your Restore Franchise in accordance with the Franchise Agreement.~~

7. ~~10.~~ Lead Fee. A qualified lead is defined as someone who has passed our screening process, our background check, credit check, and at a minimum a phone interview of the prospective franchisee. We are not responsible for locating leads and do not represent that we will do so. The Lead Fee also covers our advertising and marketing costs and administrative costs of such information sharing and gathering. The Lead Fee is not a Transfer Fee.

~~11~~7. Non-Compliance Fee. The Non-Compliance Fees may be charged if we determine that you have violated any of our obligations under the Franchise Agreement, including any failure to comply with any standards set forth in the Manual, including the Standards, in addition to any other remedies we may be entitled to, we reserve the right to charge you one or more non-compliance fees (each, a "**Non-Compliance Fee**") upon written notice to you. The Non-Compliance Fees (a) shall be $1,000 per single violation per day, unless otherwise specified in the Manual or otherwise

in writing, (b) may be modified from time to time upon written notice to you, provided that it will not exceed $2,000 (c) may be charged repeatedly (as frequently as daily) if the non-compliance is ongoing, and (d) may vary based on the severity of the violations, the number of violations, and whether the violations have been repeated.

ITEM 7:
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount of Expenditure (Note 1)		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee (Note 2)	$72,500	$72,500	Lump sum	Upon signing Franchise Agreement	Us
Equipment and Supplies (Note 3)	$85,000	$150,000	As incurred	Before opening	Vendors
Truck (Note 4)	$9,000	$13,500	As incurred	Before opening	Vendors
Technology System (Note 5)	$1,800	$3,000	As incurred	Before opening	Vendors
Travel and Other Expenses During AOS Training (Note 6)	$4,000	$7,000	As incurred	Before opening	Vendors
Insurance (Note 7)	$8,800	$19,350	As arranged	Before opening	Insurance provider(s)
Certifications (Note 8)	$0	$340	As arranged	Before opening	Vendors
Local Advertising Commitment (Note 9)	$1,500	$5,000	As arranged	As incurred	Vendors
Miscellaneous Opening Expenses (Note 10)	$1,000	$7,200	As incurred	As incurred	Vendors
Real Estate Expenses (Note 11)	$8,000	$25,000	As incurred	As incurred	Landlord
Professional Fees (Note 12)	$5,000	$15,000	As incurred	As incurred	Lawyer and CPA
Additional Funds – first 3 months (Note 13)	$70,000	$125,000	As incurred	As incurred	Employees, Suppliers, Utilities, and Government Agencies
Total for Disaster Restoration License (Note 14)	**$266,600**	**$442,890**			

Notes to Item 7:

1. **General Item 7 Notes.** Except as otherwise noted, each of the fees in the chart and notes below relate to all Restore Franchises, including Conversion Franchises and Restore Franchises that offer, or choose not to offer, Construction Services. As we do not offer SRM Licenses or Supplemental Services Licenses to new franchisees, if you renew or purchase an existing SRM License or Supplemental Services License, you will not incur the fees listed in Item 7, because your Restore Franchise has already been in operation. As we do not expect that new franchisees will qualify to participate in Optional Programs in their first year of operation, the estimates do not include any additional investments that may be necessary to participate in such Optional Programs.

2. **Initial Franchise Fee.** The Initial Franchise Fee is refundable only if we, in our sole discretion, do not accept the Franchise Agreement. The Initial Franchise Fee may vary depending upon whether you are eligible for any of the discounts listed in Item 5 or if you are a Conversion Franchise. The Initial Franchise Fee includes the AOS Training for two people.

3. **Equipment and Supplies.** You must purchase an initial inventory of equipment and supplies. We will specify in the Manual the items that you must acquire, which currently include, among other things, a truck mount, a portable extractor, a sealed extraction device, 50 air movers, 10 dehumidifiers, thermohygrometers, moisture probes, air scrubbers, a wall drying system, HEPA filtered vacuums, safety equipment, and various other products, equipment and supplies. We have made arrangements with a supplier to offer our franchisees an opening package of the minimum required items. While you are required to purchase certain items from this supplier or other approved or designated vendors, you may purchase most other items from any source. If you are a Conversion Franchise, you may be able to use a substantial amount of your existing equipment and supplies in the operation of your Restore Franchise, but you may need to replace, supplement, or replenish your existing equipment and supplies.

4. **Vehicles.** You may purchase or lease used or new vehicles for use in your Restore Franchise. All vehicles that you use must be mechanically sound, in good repair, clean and neat in appearance without any dents or rust, and in compliance with your state's safety requirements. All vehicle used in this Restore Franchise must display the applicable ServiceMaster® colors and decals according to our guidelines contained in the Manual. We do not mandate a specific vehicle or type of vehicle, but the vehicle you choose must accommodate the equipment necessary to operate your Restore Franchise.

   You will be required to own at startup one truck, and we recommend that the truck be a 20' box truck. A 20' box truck is estimated to cost approximately $40,000 to $80,000. If you finance the truck, we estimate that you will be required to pay approximately 10% down ($4,000 to $8,000 per truck) and will be able to finance the balance over a four to six-year period with monthly payments of between $1,000 to $1,500 per truck. Your monthly payments will vary depending on the cost of the trucks, the time period of the financing, your creditworthiness, the amount of down payment, and the interest rate. In addition, once you purchase the truck, it will cost approximately $4,000 to wrap and install the required signage on each truck, depending on your market. The estimate includes the down payment, the first months' payment, and vehicle identification work for a $40,000 truck (which is the low estimate) and an $80,000 truck (which is the high estimate). If you are a Conversion Franchise and already own the necessary trucks, you may only incur the cost to wrap and install the required signage on each truck.

5. **Technology System**. You must obtain a business-class high-speed Internet connection and a single static IP address. This estimate includes the cost of one month of such service. You must also purchase a laptop computer and must license and use (a) Restore 365 Plus, (b) Xactimate®, which is a customized and fully-integrated software system that allows you to create a comprehensive disaster restoration estimate, (~~the "**Estimating and Pricing Software**"),~~c) a Cotality™ subscription, which allows you to submit documents and claims to certain insurance carriers, (d) QuickBooks Premier, ~~and~~(e) Microsoft Office Home and Business, and/or (f) any other software we may require.

6. **Travel and Other Expenses During Training**. This estimate is the cost for one to two people to attend AOS Training. AOS Training will be held in Memphis Tennessee or any other location designated by us. The cost of the training for two people, as well as some meals, are included in

the Initial Franchise Fee, but you must pay an additional per person fee if you would like additional trainees to attend. You are responsible for the travel and living expenses, wages, and other expenses incurred by any of your representatives during the program, which is reflected in the estimate. The low estimate is for one person, and the high estimate is for two people to travel to AOS Training for 12 days. Your actual cost will depend on your trainees' point of origin, method of travel, class of accommodations, and dining choices. In certain periods of time, we may require you to attend our AOS Training remotely online via videoconference. In such periods, you will not incur travel expenses.

7. **Insurance.** You must obtain the types and amounts of insurance that we specify from time to time. The current minimum requirements are specified in Item 8. This figure is an estimate of the cost for a down payment for the annual premium payments necessary to maintain the insurance required by the Franchise Agreement. Your cost of coverage will vary based on your claims history, market, service offerings, and number and type of trucks. If you are a Conversion Franchise, you may need to supplement or modify your existing insurance coverage to meet our requirements.

8. **Certifications.** If you are not already certified by the Institute of Inspection Cleaning and Restoration Certification ("**IICRC**"), you will be trained in IICRC Water Damage Restoration Technician (WRT), Applied Structural Drying Technician (ASD), or Fire and Smoke Damage Restoration Technician (FSRT), or Health and Safety Technician (HST) during AOS Training. We are approved by IICRC to administer the certification tests. There is a testing and certification fee payable to IICRC. Your test(s) will be sent directly to IICRC for IICRC to score and issue your certification. The low estimate assumes you are already certified, and the high estimate assumes you must obtain all certifications.

9. **Local Advertising Commitment.** Your advertising costs will likely include such items as promotional materials and advertisements used to generate sales before opening. This estimate does not include Ad Fund Contributions and Construction Services Advertising Fees, which will vary based on your Gross Service Sales.

10. **Miscellaneous Opening Expenses.** You will incur various miscellaneous costs to open your business. These costs include security deposits and utility deposits. In some locations you may be required to obtain a contractor's license. You must satisfy all requirements of applicable law for operating a Restore Franchise within the state and area for which you intend to operate. These requirements may include obtaining a business license from local authorities and/or an authority from the applicable state or federal agency. You may incur legal fees to acquire your authority. You should review the legal requirements of operating in the area in which you anticipate you will be licensed and obtain an estimate of the costs you will incur before you enter into the Franchise Agreement.

11. **Real Estate Expenses.** While we do not require you to rent office space, we recommend separate office and warehouse space of a minimum of 3,000 square feet. This estimate includes your first and last month's rental payment (including any applicable taxes and common area maintenance fees). Your rent will depend on the site's size, condition, accessibility, and location, local market conditions, and demand for the premises among prospective lessees. If you would like a larger warehouse space, you may need to rent additional space and may incur higher rental costs. You should consult with a local commercial real estate broker to get a more accurate estimate of costs in your market. If you are a Conversion Franchise and already rent an appropriate space, your costs may be your monthly rent, instead of lease deposits.

12. **Professional Fees.** You may incur costs in seeking legal and accounting advice to assist you with

the formation of your entity, your lease negotiation, your review of this Disclosure Document and related agreements, the development of your business plan, and your employee or independent contractor hiring practices. ~~We strongly recommend that you have your attorney and accountant review all of the franchise documents and advise you on the purchase, development, and operation of the franchise and the formation of your entity.~~

13. **Additional Funds – First 3 Months**. This estimates the additional funds you may need to cover additional expenses you will incur before your Restore Franchise opens and in its first three months of operation. These expenses may include, without limitation, employee salaries, wages, benefits, employee uniforms, payroll taxes, various licenses, telephone/Internet and utility bills, ongoing vehicle payments, ongoing rent, taxes and licensing of vehicles, bank charges, taxes, additional advertising expenses, business licenses, credit card processing fees, leasehold improvements, miscellaneous supplies and equipment, and other miscellaneous items. In preparing this estimate, we have assumed you will have three employees in your start-up stage. Your Restore Franchise will likely require heavy marketing in your first three months of operation to insurance agents and adjusters, in addition to home and business owners. The estimate reflects the additional advertising you may be required to conduct after opening. We have based these figures on our experience franchising Restore Franchises and includes the categories of expenses incurred by a typical Restore Franchise. Your costs will vary depending on how rapidly your business grows.

14. **Total Initial Investment.** In developing these estimates, we relied on our experience and the experience of franchisees (as reported to us) in developing and owning Restore Franchises, as well as our management's business acumen and experience, including estimates from contractors and vendors. If you choose to purchase additional equipment, products, supplies, and vehicles, your expenses may be higher.

    The initial investment described in this Item relates to the development of a new franchise or a Conversion Franchise. If you are renewing your existing franchise, you will not incur most of the expenses referenced in this Item. However, you may be responsible for upgrading your franchise and any related expenses. You will not pay an initial franchise fee on renewal, but you will pay a renewal fee. If you are acquiring an existing franchise by transfer, in addition to the price you negotiate for the purchase of the franchise, you will be responsible for the transfer fee, and you may be responsible for upgrading the franchise and any related expenses. ~~If you are converting an existing disaster restoration business to become a Restore Franchise, your costs may be different.~~

    We do not offer financing for your initial investment.

Except as may be noted, none of the payments to us are refundable. The refundability of payments to other parties are determined by your agreements with those parties.

ITEM 8:
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

GENERAL

We have the right to require that products, supplies, furniture, fixtures, equipment, and services (collectively, **"Goods"**) that you purchase for resale or purchase or lease for use in your Restore Franchise: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from suppliers approved by us; (iv) be purchased or leased only from a single source that we designate (which may include us or our affiliates or a buying cooperative organized by us or our affiliates); and/or (v) be purchased as part of a purchasing program, arrangement, or contract that we

negotiate or specify. To the extent that we establish specifications, require approval of suppliers, or designate approved suppliers for particular Goods, we will publish such requirements in the Manual or otherwise in writing.

OBLIGATIONS TO PURCHASE FROM DESIGNATED OR APPROVED SUPPLIERS

Currently, we require you to purchase certain cleaning solutions, specialty items, equipment, vehicle graphics, insurance, printed materials, software, and uniforms from suppliers that we have designated or approved. We have made arrangements with a single approved supplier to make available to you some of the Goods (including products, supplies, and equipment) that you will need to establish and operate your Restore Franchise, but you are only required to purchase certain Goods described in the previous sentence from such supplier.

Currently, our affiliate operates a digital advertising agency, known as Blueprint, which is a preferred supplier of digital marketing services that you may choose to engage. Otherwise, we and our affiliates are not approved suppliers of any Goods, but we reserve the right to become an approved or designated supplier in the future.

If there are non-compliant Goods in a Conversion Franchise or a transferred Restore Franchise, the products should be discontinued immediately and the equipment depleted and replaced through attrition with approved equipment.

OBLIGATIONS TO PURCHASE UNDER SPECIFICATIONS

VEHICLES

You are required to lease or purchase a van for the operation of your Restore Franchise to transport equipment, cleaning solutions, products, and employees. We recommend that you buy a heavy-duty cargo van that is no less than 3/4 ton. We do not mandate a specific vehicle or type of vehicle, but we recommend a 20' box truck. We do require that the vehicle you choose must accommodate the equipment of your business type, that the vehicle passes or meets your state's safety requirements, and that the vehicle is clean, neat in appearance without any dents or rust, and displays the ServiceMaster® colors and decals. SRM Franchises must purchase or lease at least a 53' trailer and a 20' box truck.

INSURANCE

You must, at your expense, acquire by the deadline that we specify and maintain the insurance coverage in the amounts, covering the risks, and containing only the exceptions and exclusions that we specify from time to time in the Manual or otherwise in writing. All of your insurance carriers must be rated A or higher by A.M. Best and Company, Inc. (or such similar criteria as we may specify from time to time). All coverage must be on an "occurrence" basis, except for the employment practices liability insurance coverage, which is on a "claims made" basis. All policies shall apply on a primary and non-contributory basis to any other insurance or self-insurance that we or our affiliates maintain. We may periodically increase the amounts of coverage required and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances.

All such liability insurance policies shall name us and our affiliates as additional insureds and shall provide that we receive 30 days' prior written notice of termination, expiration, or cancellation of any such policy. You must submit to us annually a copy of the certificate of or other evidence of the renewal or extension of each such insurance policy. If you at any time fail or refuse to maintain in effect any insurance

coverage required by us or to provide evidence of such insurance, we may, at our option, obtain such insurance coverage on your behalf, and you must reimburse us for 150% of the actual costs and expenses we incur to procure such insurance.

Currently, we require the following coverage:

(1) Commercial General Liability with limits of $1,000,000 per occurrence, $1,000,000 personal and advertising injury, and $2,000,000 aggregate. ($2,000,000 per occurrence for SRM Franchises.) Coverage must provide for waiver of subrogation in favor of us and must not have exclusions for workmanship or work performed by subs.

(2) Crime Policy with a recommended $25,000 limit. You must obtain coverage for theft of client's property. You may have mysterious disappearance coverage in lieu of theft of client property coverage.

(3) Business Automobile Liability with $1,000,000 in coverage for owned, hired, and non-owned vehicles or coverage for any auto.

(4) Pollution Liability with $1,000,000 in coverage. ($2,000,000 in coverage for SRM Franchises.) Coverage must include mold, asbestos, silica, and biohazards as covered perils.

(5) Construction Services Liability with limits of $3,000,000 per occurrence and $4,000,000 in the aggregate is required only if you provide Construction Services.

(6) Umbrella Liability with a $1,000,000 limit for $0 to $3 million in Gross Service Sales and a $2,000,000 limit for $3 million or more in Gross Service Sales. Gross Service Sales is aggregated for this purpose for all franchises in your ServiceMaster® enterprise. **For SRM Franchises,** the coverage must have a $5 million limit for $0 to $10 million in Gross Service Sales and an additional $1 million in coverage for each additional $5 million in Gross Service Sales.

(7) Workers' Compensation and Other State-Required Insurance with a $500,000 minimum for employer's liability. You must have stop gap coverage required if you or your employees are in OH, ND, WA, and WY and must provide for waiver of subrogation in favor of us and our affiliates. You also must acquire any other coverage required by your state.

(8) Cybersecurity/Privacy Policy with a (a) $125,000 per occurrence/$250,000 aggregate limit if your annual Gross Service Sales are less than $1,000,000; (b) $250,000 per occurrence/$500,000 aggregate limit if your annual Gross Service Sales are $1,000,000 to $4,999,999; (c) $500,000 per occurrence/$1,000,000 aggregate limit if your annual Gross Service Sales are $5,000,000 to $9,999,999; and (d) $1,000,000 per occurrence/$1,000,000 aggregate limit if your annual Gross Service Sales are $10,000,000 and above.

(9) Errors and Omissions/Professional Liability with $2,000,000 per occurrence in coverage is only required for SRM Franchises.

In addition to the above requirements, we strongly recommend that you obtain the following insurance coverage for each type of franchise:

(1) Bailees Coverage/Property of Others Bailee's with a $150,000 minimum to protect your business from liability for damage or loss to property that you hold in your care, custody or control, which belongs to another person or entity. This coverage is sometimes referred to as "Care, Custody, and Control Insurance". If you obtain this insurance, we recommend that you do not exclude coverage for damage caused as a result of your work on any job site.

(2) Property of Others in Transit with a $50,000 limit which protects a customer's property while in transit over land from one location to another.

(3) Property Insurance with limits as needed for property coverage for building, contents and equipment breakdown; business income; equipment that leaves premise; property of others; business income/dependent properties, warehouse legal liability; electronic data processing/computer coverage; flood/earthquake; lost key/replacement lock coverage ($10,000 limit); utility interruption; and property coverage enhancement.

(4) Umbrella Coverage (in addition to the required coverage listed above) with a $5,000,000 limit for $5 million to $10 million in revenue and an additional $1,000,000 in coverage for each additional $5 million in revenue.

(5) Employment Practices Liability Insurance with third party and wage and hour coverage. We recommend coverage for a stand-along EPLI policy ranging from $250,000 to $1,000,000 depending on the number of employees that you have.

(6) Lost Key Coverage with at least a $5,000 per occurrence limit.

(7) Directors & Officers Coverage with a $1,000,000 limit.

(8) Sexual Abuse and Molestation Coverage with a $1,000,000 per occurrence limit.

The liability policies must provide coverage for your contractual indemnity obligations to us. We may create a policy that requires franchisees exceeding a specified revenue threshold or operating a certain number of trucks to maintain additional insurance policies.

In connection with the required insurance: (a) the required insurance coverage and limits will not necessarily be adequate to protect you for all events, nor will it be deemed as a limitation on your liability to us; (b) you may meet the required insurance coverages and limits with any combination of primary and umbrella/excess liability insurance; (c) you are solely responsible for any deductible or self-insured retention; and (d) if we receive any proceeds from any claim under your policies, we may retain any such amount to offset any monies you owe to us or any of our affiliates.

You should check the cost of Worker's Compensation and all other insurances within the state in which you intend to operate before signing the Franchise Agreement. We strongly recommend that you meet with your insurance agent at least annually to review the coverage required under the Franchise Agreement and also to consider additional optional coverage that protects you.

You must not satisfy your insurance obligations through the use of self-insurance, retroactive insurance, high-deductible insurance, insurance through a captive insurance program, or other non-traditional insurance without our prior written approval. If we, in our sole discretion, approve any non-

traditional coverage, we may specify the broker or any providers that may be used and any other requirements and standards for such coverage.

OFFICER INTERESTS

As of the date of this Disclosure Document, our officers do not have any ownership in any approved suppliers.

APPROVAL PROCESS

If we have established sourcing requirements or required specifications for a certain Good or category of Goods and you would like to deviate from such requirements by using a different supplier or a Good that does not meet such specifications, prior to using such non-conforming Goods or suppliers, you must submit to us a written request for approval and a representative sample sufficient for end-use evaluation, together with the manufacturer's product identification and specifications and other information that we reasonably require. The criteria that we consider in evaluating suppliers or distributors or Goods include product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), any adverse economic impact on us, our affiliates, or the franchise network, and/or other criteria. We will notify you within a reasonable time (which typically ranges between 20 and 150 days, depending on the type of Good) whether we approve such products, supplier, and/or distributor. If you do not receive our approval within 150 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. You must pay us $500 to test each cleaning product and $1,000 to test each equipment product that you propose to use. We may periodically re-inspect the products and services of any approved or designated supplier or distributor, and we may revoke our approval of any supplier, distributor, product or service that does not continue to meet our then-current criteria.

REVENUE FROM PURCHASES

We and our affiliates are entitled to derive revenue based on your and other franchisees' purchases and leases, including from charging you for products and services that we or our affiliates provide as well as from promotional allowances, volume discounts, commissions, rebates, and other payments made to us or our affiliates by manufacturers, suppliers, and/or distributors that we designate or approve. We and our affiliates may use all such amounts without restriction for any purposes that we or they deem appropriate.

Currently, some approved vendors provide our affiliates with revenue based on sales made to you. This revenue ranges from 1% to 8% of the total revenue they receive from sales to you. We do not provide any special benefit or incentive to you for your purchases from these vendors.

In the year ending on December 31, 2024, SM Systems derived $994,823 in revenue from its direct sale and its vendors' sales of supplies to Restore Franchises, including cleaning solutions and compounds, equipment and specialty items. This revenue figure has been sourced from SM Systems' unaudited financial statements.

In the year ending on December 31, 2024, we did not receive any revenue from the required purchases of goods or services by our franchisees.

PERCENTAGE SUBJECT TO SOURCING RESTRICTIONS OR SPECIFICATIONS

You must purchase approximately 10% to 15% (depending on the SM License you buy) of your

total purchases to establish your Restore Franchise and 2% to 5% (depending on the SM License you buy) of your total purchases to operate your Restore Franchise from suppliers that we have designated or approved or in accordance with our specifications.

PURCHASING OR DISTRIBUTION COOPERATIVES

As of December 31, 2024, we did not have any purchasing or distribution cooperatives.

PURCHASE ARRANGEMENTS

We negotiate purchase arrangements with our suppliers, including price terms, for the benefit of our franchisees. For some purchases, we and you may receive volume discounts in the form of manufacturer and wholesaler rebates, based on the total purchases by the ServiceMaster® system.

MATERIAL BENEFITS OR INCENTIVES

We do not provide any material benefits or incentives (for example, renewal or granting additional franchises) to you for your purchases of certain products or services or your use of certain suppliers.

USE OF AFFILIATED ENTITIES BY FRANCHISEE

Your use of affiliated entities in connection with the operation of your franchise may interfere with our reporting systems and analysis of your franchise. Consequently, you must not use affiliated entities in connection with the operation of your franchise (including, but not limited to, use of affiliated entities to sell, lease, loan, or allow to use personal property or services, such as vehicles, to the franchise) without our prior written consent, which we may withhold in our sole discretion. As a condition to obtaining our consent, we may require your affiliates to guaranty your obligations to us, provide a business plan, and provide periodic reporting of financial and other information.

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	1.1 and Exhibit A	11
b. Pre-opening purchases/leases	3.6, 5.2, 5.3, 5.4.1, 5.18, and Exhibit A	7 and 8
c. Site development and other pre-opening requirements	1.1, 3.1, 3.6, 5.1, 5.15, 5.18, and Exhibit A	7 and 11
d. Initial and ongoing training	3.1, 3.2, 5.1, 5.13, and Exhibit A	11
e. Opening	N/A	11

Obligation	Section in Franchise Agreement	Disclosure Document Item
f. Fees	3.1.1, 3.5, 4, 5.1, 5.3, 5.13, 5.18.2, 11.3, 12.2.4.9, 14.12, 24.1.3, 24.10, ~~and~~ Exhibit A, and Construction Services Amendment	5 and 6
g. Compliance with standards and policies/operating manual	5, 6, and 7	11
h. Trademarks and proprietary information	6.1 and 8	13 and 14
i. Restrictions on products/ services offered	1.2, 5.2, and 5.3 and Exhibit A	8, 9, and 16
j. Warranty and customer service requirements	5.2 and 5.4	11
k. Territorial development and sales quotas	1.1, 5.2.10, and 5.17	12
l. Ongoing product/service purchases	5.2 and 5.3	8
m. Maintenance, appearance and remodeling requirements	5.4	11
n. Insurance	11	6 and 7
o. Advertising	10, Exhibit A, and Construction Services Amendment	6, 7, and 11
p. Indemnification	17.3	N/A
q. Owner's participation/ management/staffing	5.4.4 and 15.1	15
r. Records and reports	9	6
s. Inspections and audits	3.5 and 9.6	6 and 11
t. Transfer	12	17
u. Renewal	2.2	17
v. Post-termination obligations	14	17
w. Non-competition covenants	15	17
x. Dispute resolution	24	N/A
y. Personal Guaranty	5.5.1 and Personal Guaranty Attachment	15

ITEM 10:
FINANCING

We and our affiliates do not offer direct or indirect financing arrangements for any purpose in establishing or operating your Restore Franchise. We and our affiliates do not guarantee your promissory note, lease, or any other obligation you may make to others.

We have relationships with certain banks and third-party lenders in different regions and may be able to refer you to a preferred source of financing for Initial Franchise Fees and franchise growth initiatives, but we do not have any arrangements with such lenders and do not receive any benefits from such lenders if you obtain financing from them.

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

As noted in Item 1, we have entered into a management agreement with SM Manager for the provision of support and services to Restore Franchises. SM Manager may provide the training, support,

marketing, and other services described in this Item 11 to you on our behalf and will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement. Though we may delegate any of our rights or responsibilities to SM Manager, we remain ultimately responsible for all of the support and services required under the Franchise Agreement.

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

PRE-OPENING ASSISTANCE

Before you open your business, we will:

1. Designate your non-exclusive Territory. We do not participate in site selection; however, your office must be within your Territory and we must approve the location. In evaluating locations, we consider the proximity of your proposed site to customers located in your Territory and other offices. There is no deadline by which we and you must agree to a location, but you will not be able to begin operating your Restore Franchise until we have approved a location. You must abide by all local codes, laws, restrictions and statutes in your area when choosing your office location. We do not review your construction, remodeling, or decorating plans. In addition, we do not own or lease any premises to you. (Franchise Agreement – Section 1.1 and Exhibit A);

2. Provide to you, at your expense, certain approved materials, supplies, equipment, products, forms, etc. once you are ready to commence business. (Franchise Agreement – Section 3.6);

3. Provide you with AOS Training preparation materials and train you at the AOS Training, which you must attend when scheduled. (Franchise Agreement – Section 3.1). Training support will be provided to you in English;

4. Give you access to ServiceConnection to access the Manual which contains both mandatory and suggested specifications, standards, and procedures. Access to ServiceConnection is password-protected and must be limited to franchisees and their key employees only. We will modify ServiceConnection and the Manual, and you will be required to conduct the Restore Franchise in accordance with any modifications. The Manual Table of Contents is listed in Exhibit H to this Disclosure Document. The Manual contains a total of 122 pages. (Franchise Agreement – Section 3.4);

5. If we require you to use any proprietary software, ~~such as the Estimating and Pricing Software,~~ we will provide you with the opportunity to obtain such software from us, our affiliate, or a designated vendor. (Franchise Agreement – Section 5.18); and

6. Review and, if acceptable to us, approve your initial sales and marketing plan and budget. (Franchise Agreement – Section 10.1.1).

ASSISTANCE DURING OPERATION

During the operation of the Restore Franchise, we will:

1. Continue to provide advisory assistance in person, virtually, by telephone, or in writing in English in the operation of the Restore Franchise. (Franchise Agreement – Section 3.2);

2. Make available any training programs that we deem appropriate. We may charge a fee for such additional training. (Franchise Agreement – Section 3.1.2);

3. Give you access to our learning management system, ServiceMaster Brands University (known as "SMBU"), which contains various training modules for you and your employees. Access to SMBU is password-protected and must be limited to your employees only. (Franchise Agreement – Sections 3.1.1);

4. Through your Distributor or ServiceMaster Business Development Consultant, provide instructions regarding improvements and developments for your business, pricing, administrative, bookkeeping, accounting, inventory control procedures and operating problems. We may provide recommended pricing policies, but you are free to set your own prices and discounts. (Franchise Agreement – Sections 3.2, 3.3, and 26);

5. Review any Goods or suppliers that do not conform to our specifications or sourcing requirements. To the extent that we establish specifications, require approval of suppliers, or designate approved suppliers for particular Goods, we will publish our requirements in the Manual or otherwise in writing. (Franchise Agreement – Section 5.3);

6. If you participate in an Optional Program (Franchise Agreement – Section 5.16):

   a. distribute leads, in our sole discretion, to participating Restore Franchises; there is no guarantee that you will receive any leads under these programs; and

   b. make payments to you, upon receipt of payment for services from participating insurers or program participants in accordance with program guidelines;

7. Provide you with access to ~~the Estimating and Pricing Software~~Xactimate®, which will assist you in setting prices. We may provide recommended pricing policies, but you are free to set your own prices and discounts. (Franchise Agreement – Sections 5.18 and 26);

8. In our discretion, assist you in resolving disputes with customers or resolve the dispute directly at your expense (Franchise Agreement – Section 4.3.1).

9. Review your annual marketing plan and budget. You must obtain our written approval for such plan and implement it. (Franchise Agreement – Section 10.1.1);

10. Review all advertising and promotional plans and materials that you desire to use that have not been prepared or previously-approved by us. (Franchise Agreement – Section 10.2);

11. Administer the Ad Fund, which is further described below. (Franchise Agreement – Section 10.3); and

12. Review proposed transferees of your franchise for approval of any proposed transfers and train approved transferees after payment of the transfer fee. (Franchise Agreement – Section 12).

PRICING

We are not obligated to assist you in establishing pricing for services, but we may specify in our Manual recommended or required pricing policies to the extent permitted by law.

ADVERTISING AND PROMOTION

OUR ADVERTISING

We or our designee will from time to time formulate, develop, produce, and conduct marketing and promotional programs in the form and types of media as we or our designee determines to be most effective. ServiceMaster® services may, from time to time, be advertised nationally, regionally, and locally on various types of media, including television, radio, newspaper, magazine, and digital and social media. Our in-house marketing department produces advertising literature, brochures, etc. for your use; however, we may, from time to time, employ an outside agency to produce our national, regional and local advertising. We are not obligated to spend any amount on advertising in your market or Territory.

NATIONAL AD FUND

We have established an Ad Fund for Restore Franchises, which will be funded through advertising fees contributed by Restore Franchises. ~~You~~For new Restore Franchises and Transferred Restore Franchises, you must contribute the Ad Fund Contribution, which is currently, 2% of monthly Gross Service Sales for the first $7.5 million in ~~Royalty~~ Group Sales in a calendar year and 0.5% of monthly Gross Service Sales that are in excess of $7.5 million in ~~Royalty~~ Group Sales in a calendar year. We may change the Ad Fund Contribution, provided that the total Ad Fund Contribution and Local Advertising Commitment will not exceed 4% of Gross Service Sales.

For Legacy Renewal Franchises only, you must contribute to the Ad Fund (a) the Ad Fund Contribution, which is the greater of (a) $20 and (b) 1% of monthly Gross Service Sales (excluding revenue from Construction Services) and (b) the Construction Services Advertising Fee, which is 0.5% of monthly Gross Service Sales from Construction Services.

We may use the Ad Fund to meet any and all costs of maintaining, administering, directing, and preparing advertising (media and production), branding, marketing, public relations and/or promotional programs and materials, and any other activities that we believe would benefit the brand and Restore Franchises and/or will promote the programs, products, and services offered by Restore Franchises, including, without limitation, the cost of (i) preparing and conducting digital and social marketing activities, television, radio, magazine, direct mail, and newspaper advertising campaigns and other sales, marketing, sponsorships, promotional, and public relations activities; (ii) producing and maintaining marketing systems and tools; (iii) employing advertising agencies and public relations firms; (iv) paying employee salaries, salesperson commissions, benefits, and other related costs and expenses for our and our affiliates' employees that devote time to and render services related to the Ad Fund; (v) soliciting the granting of franchises to expand the franchise system; (vi) the costs relating to any toll-free number maintained by us and used in advertising and marketing campaigns; (vii) producing advertising and sales support materials for use by franchisees; (viii) conducting programs that are meant to promote positive customer experiences, including programs to incentivize franchisees and/or their frontline personnel to achieve high customer satisfaction/referral rates; (ix) providing certain phone services, such as purchasing call tracking lines and producing on-hold marketing messages; (x) providing promotional brochures and other marketing materials to franchisees; (xi) developing and place online display and retargeting advertising; (xii) developing dashboards for interactive marketing, planning, customer service analysis and sales/marketing decision-making; (xiii) paying the expenses of the Ad Fund; (xiv) monitoring and/or managing social media relating to the brand; (xv) conducting market research and surveys related to marketing and branding; (xvi) purchasing naming rights and sponsorships; (xvii) participating in trade shows and similar industry events; and (xviii) such other costs and expenses as we, in our sole discretion, deem appropriate and in the best interests of all or any of our franchisees.

All sums paid by franchisees to the Ad Fund shall be maintained in one of our accounts and tracked on a separate profit and loss statement. The Ad Fund shall not be used to defray any of our general operating expenses, except for such reasonable administrative costs and overhead, if any, as we may incur in activities reasonably related to the administration or direction of the Ad Fund and advertising programs including, without limitation, conducting market research, preparing marketing, promotional and advertising materials, and collecting and accounting for assessments for the Ad Fund. The proportionate compensation of our and our affiliates' employees who devote time and render services in the formulation, development and production of such marketing and promotion programs or the administration of the Ad Fund, will be paid from the Ad Fund.

In 2024, the Ad Fund was allocated towards digital media (43.0%); non-digital advertising (1.0%); events and sales support (16.0%); research (3.0%); creative development (1.0%); cooperative advertising (9.0%); and administrative expenses (27.0%).

We have established the National Advertising Council (the "**NAC**"), which provides guidance, counsel, and communication as it relates to the creation and administration of advertising programs funded through the Ad Fund. The NAC serves in advisory role, as these advertising programs are subject to our final approval. The NAC is comprised of franchisees that we select. We may change or dissolve the NAC in our sole discretion.

If all the advertising contributions in the Ad Fund are not spent in the year they are accrued, the remaining accounts are carried over to the next year. We do not receive payment for providing goods to the Ad Fund but may be reimbursed for the services of certain employees who provide services exclusively benefiting the Ad Fund and its goals. We are not required to spend any Ad Fund amounts on advertising in your Territory. None of the Ad Fund is used for the solicitation for the sale of Restore Franchises. If we operate any company-owned businesses, they will also contribute to the Ad Fund on the same basis as franchisees.

A financial review of the operation of the Ad Fund will be prepared annually by us, and the cost of preparing such a financial review will be paid by the Ad Fund. Upon your written reasonable request, a copy of the financial review will be sent to you. The National Franchise Council ("**NFC**") may request an audit of the Ad Fund by an independent certified public accountant. The cost of such audit will be charged to the Ad Fund.

LOCAL ADVERTISING

Only those advertising and promotional materials or items which are authorized by us in writing before use shall be used, sold, or distributed, and no display or use of the Marks shall be made without our prior written approval.

You must provide us with an annual marketing plan and budget (the "**Marketing Plan**") and obtain our written approval of such Marketing Plan, which must be revised to incorporate any changes that we require. You must diligently implement the approved Marketing Plan. The Marketing Plan must contain the information specified by us, which may include initial and ongoing marketing, digital marketing, cooperative advertising arrangements, participation in our programs, media buys, use of our endorsed referral programs, grass roots marketing, and other sales and marketing efforts. You are required to implement your Marketing Plan and a failure to do so is a material default under your Franchise Agreement.

From time to time, we may specify, in our sole discretion, in the Manual and otherwise in writing the types, methods, and specifications of local advertising that will qualify as Eligible Local Marketing. You must participate in all marketing and promotions as we determine to be appropriate for the benefit of

the System. Local advertising, sales activity, and other marketing activities are subject to our approval and must be consistent with the then-current sales and marketing guidelines (which will be updated from time to time, as we deem necessary). Our advertising policies include general guidelines and cover Internet marketing, social media, broadcast advertising, print advertising, phone books, telephone numbers, publisher errors, marketing in unawarded marketing areas, formal co-operative marketing, local advertising requirements, advertising and marketing methods, marketing programs, and liquidated damages. You must submit to us for approval samples of all advertising and promotional plans and materials that you desire to use. You must conduct all such local advertising in a dignified manner and must conform to our requirements as set forth in the Manual or otherwise in writing.

Each of your trucks and other business vehicles must display the ServiceMaster Restore service mark and any other of our Marks we specify. You are prohibited from displaying any other information on your vehicles except as specified by us in the Manuals or otherwise.

You are required to spend the Local Advertising Commitment on Eligible Local Marketing in each month. ~~Currently~~For new Restore Franchises and Transferred Restore Franchises, currently, the Local Advertising Commitment is 2% of monthly Gross Service Sales for the first $7.5 million in ~~Royalty~~ Group Sales in a calendar year and 3.5% of monthly Gross Service Sales that are in excess of $7.5 million in ~~Royalty~~ Group Sales in a calendar year. We may change the Local Advertising Commitment, provided that the total Ad Fund Contribution and Local Advertising Commitment will not exceed 4% of Gross Service Sales. Ad Fund Contributions will not count towards satisfying your Local Advertising Commitment.

For Legacy Renewal Franchises only, the Local Advertising Commitment is 4% of monthly Gross Service Sales; however, the Ad Fund Contributions (which are equal to the greater of $20 and 1% of monthly Gross Service Sales, excluding revenue from Construction Services) will count towards satisfying your Local Advertising Commitment. In addition, if you sign the Construction Services Amendment, you must spend the Construction Services Local Advertising Commitment on Eligible Local Marketing in each month, which is equal to 0.5% of Gross Service Sales derived from Construction Services. The Construction Services Advertising Fees will count towards satisfying your Construction Services Local Advertising Commitment.

Upon our request, you must provide an accounting of your monthly and/or annual local advertising expenditures and provide any evidence necessary to demonstrate your compliance with the Local Advertising Commitment and, if applicable, Construction Services Local Advertising Commitment. If you fail to meet ~~your Local Advertising Commitment~~such commitments in any month, in addition to our other remedies, you must contribute to the Ad Fund the difference between the amount spent on Eligible Local Marketing in such month and the Local Advertising Commitment and/or Construction Services Local Advertising Commitment in such month, plus interest and late fees.

You are not required to participate in a local or regional advertising cooperative.

DIGITAL MARKETING

We will reference your Restore Franchise on the website we develop for the System so long as you are in full compliance with the Franchise Agreement. You will subscribe to all current digital marketing programs from time to time as set out in the Manual and must pay any related fees. Unless we consent otherwise, you may not establish a separate website or social media account to advertise, market, or promote the Restore Franchise, conduct commerce, or directly or indirectly offer or sell any products or services in connection with the Restore Franchise. You may not use the Marks or any words or designations similar to the Marks in a domain name, search engine keyword, or metatag in connection with the Restore Franchise.

We or our affiliates may, in our or their sole discretion, establish, operate, and/or participate in websites, social media accounts (such as Facebook, X, Instagram, Pinterest, etc.), applications, online advertising purchasing programs, accounts with websites featuring gift certificates or discounted coupons, mobile applications, podcasts, blogs, vlogs, video and photo-sharing sites (such as TikTok, YouTube, etc.), chat rooms, virtual worlds, review sites, or other means of digital advertising on the Internet or any electronic communications network that may be used to promote the Marks, Restore Franchises, and/or the entire network (collectively, "**Digital Marketing**"). We will have the sole right to control all aspects of any Digital Marketing, including those related to your Restore Franchise. Unless we consent otherwise in writing, you, your employees, and your agents may not, directly or indirectly, (a) conduct or be involved in any Digital Marketing that use the Marks or that relate to any Restore Franchise or the network, (b) use the Marks, or any words or designations similar to the Marks, in any domain name, search engine keyword, social media account, or metatag, and (c) use a form of Digital Marketing to conduct commerce or directly or indirectly offer or sell any products or services in connection with your Restore Franchise. If we permit you or your representatives to conduct any Digital Marketing, you and your representatives must comply with any policies, standards, guidelines, or content requirements that we establish periodically and must immediately modify or delete any Digital Marketing that we determine, in our sole discretion, is not compliant with such policies, standards, guidelines, or requirements. If you or your representatives conduct any Digital Marketing, we will have the right to retain full control over all websites, social media accounts, mobile applications, or other means of digital advertising that are used. We may withdraw our approval for any Digital Marketing or suspend or terminate your use of any Digital Marketing platforms at any time.

COMPUTER HARDWARE AND SOFTWARE SYSTEM REQUIREMENTS

You must, at your expense, acquire and use the computer systems, hardware, tablets, mobile devices, printers, software, apps, websites, network connections, and firewall services (collectively, "**System Components**") that we specify for the operation of the Restore Franchise, including software used to manage the Restore Franchise, provide products and services in accordance with the Standards, and/or interact with our accounting, customer relationship, or other technology systems. We may require you to obtain, update, and use specified System Components from vendors that we designate.

Other than providing you with access to ~~the Estimating and Pricing Software~~Restore 365 Plus and Xactimate®, we have no obligation to provide or to assist you in obtaining any System Components. We will publish in the Manual our minimum recommendations for any System Components.

Currently, we recommend that you use a modern laptop (with Microsoft Windows® and adequate memory, speed, storage, and internet connectivity), a laser printer, a high-speed Internet service provider, and an iPad®. You must install and maintain a software connection to enable accurate and complete transmittal of accounting data from you to us at the times and in the manner specified by us. We must have independent access to the information generated and stored in your computer systems. You are responsible for installing anti-virus software on all your Restore Franchise computers and mobile equipment and must enable firewalls on all internet modems accessed by the Restore Franchise computer and mobile equipment. We estimate that the cost to purchase your computer system will be between $1,800 and $3,000.

You must use an accounting application software for your Restore Franchise, which syncs its data with Restore 365 Plus ~~Software~~software either directly or through an API between the two software platforms. You must install and maintain a software connection to enable accurate and complete transmittal of accounting data from you to us at the times and in the manner specified by us. The technical support for the software will be provided by the accounting application hosting vendor.

Restore 365 Plus software is a business operating software designed to trace and monitor your local

jobs, national program leads/jobs, run reports, and track contacts (customers, adjusters, agents, building managers, and subcontractors) and is for use for Restore Franchises. You are required to sign a Software License Agreement for use of this software, a copy of which is attached in Exhibit G-2 to this Disclosure Document. The Restore 365 Plus software initial set-up fee is included in the Initial Franchise Fee for new owners of Restore Franchises (not for existing owners purchasing another Restore Franchise, because an additional set-up fee is not required). You pay a monthly license fee for your primary location and an additional monthly fee for any secondary locations which you may add, which is part of the Technology Fees described in Item 6. You also pay an audit fee for each insurance claim processed through the software, which is also part of the Technology Fees. All Optional Program participants are required to subscribe to and use this software.

We recommend you use (and, if you submit any insurance claims, you must use) Mitigate™, which is part of Cotality's software platform, to document claims to support invoices. Currently, you must pay Cotality $7 per insurance claim that is documented through Mitigate. Cotality may change the fees payable to it from time to time.

You must obtain a Cotality™ subscription to be able to submit invoices, audits, and other documents to certain insurance carriers. You must pay Cotality a monthly subscription fee that is currently $135 per month for up to two insurance carriers and $209 per month for two or more insurance carriers. Cotality may change the subscription fees from time to time.

~~The Estimating and Pricing Software is a customized fully-integrated software system that allows you to do a~~Certain insurance carriers require you to use Xactimate® to produce comprehensive disaster restoration ~~estimate. Updates will be automatically provided to you if the Estimating and Pricing Software provider provides updates to us. The lease terms for the Estimating and Pricing Software are more fully described in Item 6~~estimates. Xactimate will be licensed to you by Xactware, Inc. You will be required to sign an End User License Agreement, a copy of which is attached in Exhibit G-1 to this Disclosure Document. ~~If your Franchise Agreement expires or is terminated, your license to use the Estimating and Pricing Software also terminates.~~Currently, you must pay Xactware $158 per month to license Xactimate. If you use Xactware's ContentsTrack, which is an inventory management tracking software, you must pay Xactware an additional fee of $29 per job. Xactware may change these fees from time to time.

~~There may be a customer who requires use of a different estimating software (other than this Estimating and Pricing Software). Should you choose to perform work for that customer, you will have different software fees and will make payments to that software vendor.~~

Certain insurance carriers require claims to be submitted through Claims Workspace™, which is part of Cotality's software platform. Currently, you will need to pay Cotality $15 per job that is processed through Claims Workspace. Certain insurance carriers require claims to be submitted through XactAnalysis®, which is part of Xactware's software platform. Currently, you will need to pay Xactware $6.25 to $37.80 per job that is processed through XactAnalysis. Cotality and Xactware may change these processing fees from time to time.

We may develop or designate new or modified System Components in the future and may deauthorize the use of certain System Components. You may be required to incur costs to purchase, lease, and/or license new or modified System Components and to obtain service and support for the System Components. All System Components must be updated, maintained, and used in compliance with our specifications. There are no contractual limitations on the frequency or cost of such upgrades; however, we currently do not require or recommend you to enter into any maintenance or upgrade contracts.

You must pay an ongoing Technology Fee, as described in Item 6, which currently costs (a) $7,800 per year for the Restore 365 Plus software for one location and a $15 audit fee per insurance claim, (b)

$1,099 per year for Clerk of the Works software, and (c) $1,800 per year for the Morning Coffee software. The optional software that is currently part of the Technology Fee currently costs (i) $1,140 per year for DocuSketch, plus $5 to $45 per job and (ii) $5,004 per year for EarthVisionZ. These fees, and the included products and services, may change from time to time, provided that the fees charged by us or our affiliates will not exceed 150% of our and our affiliates' costs and expenses related to developing, providing, licensing, maintaining, and/or procuring such products and services.

We have no obligation to upgrade your System Components. In addition to any changes that we may require, we recommend upgrade your individual systems if you wish to take full advantage of the speed and improvements of the software packages. If you choose to run hardware that does not meet our minimum standards for running software that causes conflicts, we will not be able to provide you with support.

We may require you to electronically upload or transmit information to us or the System Components on a periodic basis (including daily). We have the right to independently access sales information, including customer information, and other data produced by and stored on the System Components and Restore 365 Plus Software. There are no contractual limitations on our right to access and use any information and data on the System Components, even if the data is maintained by a third party.

OPENING

If you are opening a new Restore Franchise, you typically open your Restore Franchise 60 to 120 days after you sign the Franchise Agreement or 15 days after you successfully complete the AOS Training. Factors that affect the length of this time period usually include obtaining a satisfactory office location, financing arrangements, completion of the AOS Training program, and hiring and training employees.

If you have acquired your Restore Franchise through a transfer of an existing franchise, your business is already open and operating by trained employees and, depending upon the agreement you have with the former owner, you may have received some assistance from the former owner.

If you are a Conversion Franchise, your business is already open and operating. However, you will need to complete AOS Training in one of the next three scheduled sessions of the AOS Training after the purchase of your Restore Franchise.

TRAINING PROGRAMS

AOS TRAINING

Before you are allowed to operate your franchise, you must attend and successfully complete our training program. AOS Training is a school of intensified training and is three weeks long, including two weeks of our training and up to eight days of training for certifications (which may not be consecutive and may include evenings and weekends). AOS Training is offered approximately quarterly and is held in Memphis, Tennessee or any other site designated by us. At any time, we may provide all or part of the AOS Training, or any other training programs, virtually via videoconference or another online platform. Currently, AOS Training is held in-person for two full weeks, which cannot be split between sessions. Attendees are required to complete some initial coursework online in our learning management system, which we refer to as ServiceMaster Brands University ("**SMBU**"), at least 14 days prior to attending AOS Training.

New Franchisees

The tuition and some meals for your Designated Trainees to attend the AOS Training are included in the Initial Franchise Fee. Your "**Designated Trainees**" include up to two trainees, which may include you (if you are not an entity), your owners, or, if approved by us, your managers. However, we may waive the initial training or portions of it for some existing franchisees. We may charge a training fee for AOS Training for (i) each person in excess of two trainees, (ii) each person who is repeating the course or replacing a person who did not pass, and (iii) each subsequent owner or manager who attends the course.

Transfer Franchisees

In the case of a transfer, the tuition for your Designated Trainee to attend the AOS Training is not included in the Transfer Fee, and the fee to attend AOS Training is currently $6,310. Your Designated Trainee includes one trainee, which may include you (if you are not an entity), your owner, or, if approved by us, your manager. We may charge an additional training fee for AOS Training for (i) each person in excess of one trainee, (ii) each person who is repeating the course or replacing a person who did not pass, and (iii) each subsequent owner or manager who attends the course.

All Franchisees

You must pay for travel and living expenses for any of your representatives attending in-person AOS Training. Your employees must be covered by your workers' compensation insurance before we start any training, and you must certify to us in writing that the coverage is in effect.

At least one Designated Trainee must attend and successfully complete AOS Training to our satisfaction (as determined by us in our sole discretion) (i) within the next three scheduled sessions of the AOS Training that take place after the signing of the Franchise Agreement and (ii) prior to opening the Restore Franchise. All training must be completed by your Designated Trainees within six months of your Designated Trainees first attending AOS Training. If you have two Designated Trainees, the Designated Trainees may split AOS Training, provided that one Designated Trainee successfully completes part of AOS Training and the other Designated Trainee successfully completes the remainder of AOS Training. If your Designated Trainees do not successfully complete all required training within this six-month period, in addition to any other remedies, you will pay the then-current AOS Training Fee when they attend and complete AOS Training.

AOS Training is led by Pete Duncanson, our Vice President of Training and Development. Mr. Duncanson has worked with us or our affiliates for over 40 years in a variety of roles, including as a ServiceMaster® franchise owner, and has been involved in various aspects of our training program for over two decades. In addition, he has served on the Board of Directors of the IICRC from 2009 to 2020, including four years as Chairman. The individuals listed in Item 2, as well as other trainers and subject matter experts, including some certified IICRC instructors, also participate in portions of the training program. Our other trainers have between one and over 30 years of experience in the cleaning and restoration industries.

Our AOS Training consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location1
Technical/Computer, General Business Management, Financial, Marketing and Budgeting	Approximately 30-40 hours Self-study	0	On-line and with Development Manager, Franchisee's Location
General Business Start-Up/Office Development	10	2	Classroom training at Training Center in Memphis, TN or a location that we designate
Marketing and Sales	10	3	
Financial/Accounting	2	1	
Production/Technical2	36	18	
Claims Management	15	13	
TOTAL	**103 - 113**	**37**	

Notes to AOS Training Program:

1. Required training for Restore Franchises is provided in English.

2. At any time, we may provide all or part of the AOS Training, or any other training programs, virtually via videoconference or another online platform.

3. Our training programs in these technical areas are approved IICRC courses, and IICRC testing is available through us. If you choose to seek IICRC Certification, testing is available for FSRT, HST, WRT, and ASD during AOS Training. (See also Item 6.) You must pay a testing fee of $80 per test, payable to IICRC, which is due at the time of the test. We do not receive any revenue from administering these tests for IICRC. Your completed tests are sent to IICRC for scoring, and IICRC certifies you if you have a passing score. Results are sent directly to you from IICRC and are usually received from IICRC within six weeks after completion of the exam(s).

As discussed above, our training program will include advice and modules that address suggested or recommended staffing for the efficient operation of the Restore Franchise, and for delivering services in accordance with our customer service standards and other brand standards. Even though we may offer suggestions, advice, guidelines, or programs, you will have sole responsibility for all employment decisions and functions related to your Restore Franchise, including hiring, firing, promoting, demoting, compensation, benefits, scheduling of employee work hours and shifts, work rules, record-keeping, supervision, and discipline of employees.

ADDITIONAL TRAINING

We shall provide other training programs as each is developed and we deem appropriate. You (and, if you are an entity, an officer and at least one of your owners) are required, at your expense, to attend at least three of the seminars, workshops, conventions, or meetings offered by us for our franchisees (one of the required three events must be the annual convention). Currently, we provide regional workshops,

several training sessions, and breakouts at our annual convention; specific certification training sessions on various topics throughout the year; other training courses available online through SMBU; and regional workshops from time to time in various regions. You must pay any registration fees that we specify for such events, which are currently approximately $500 per attendee for regional workshops (and will not exceed $4,000 per attendee per training program, seminar, or workshop) and $1,000 per attendee for our annual convention (which will not exceed $2,000 per attendee).

In each year in which we hold an annual convention, you are required to register and pay the then-current registration fee for at least one of your representatives, who must be either (i) an owner, (ii) manager, or (iii) another person who has been approved by us. ~~If you own more than one Restore Franchise, then you must send at least one representative for one to two Restore Franchises, two representatives for three to four Restore Franchises, three representatives for five to six Restore Franchises, four representatives for seven to eight Restore Franchises, five representatives for nine to 10 Restore Franchises, six representatives for 11 to 12 Restore Franchises, and seven representatives for 13 or more Restore Franchises.~~ You may send to annual convention more than the minimum number of representatives, provided you pay the registration fees and other costs and expenses associated with such representatives attending convention. If you ~~fail to have the minimum number of representatives attend the required annual convention,~~or a designated officer or manager of the Franchised Business fail to attend two consecutive annual conventions and there is no valid business reason, as determined by us, in our sole discretion, then you must pay us for each absent representative up to 150% of the then-current convention registration fee.

VARIATIONS IN TRAINING

The initial and ongoing training that a franchisee may be required to attend may not be uniformly imposed on all franchisees. Differences in required initial and ongoing training may be based on the franchisee's experience, the demographics of the franchisee's Territory, the density of the population, whether the area is a metro area and other reasonable factors.

If you sign an agreement for a second or subsequent franchise, you or a manager representative approved by us must attend and successfully complete an approved training class as specified by us within 12 months of signing the Franchise Agreement. If you or your manager representative, as applicable, is unable to attend the required training class specified by us within the 12-month period for a valid business reason approved by us, then we may, in our discretion, require you to attend different classes or training programs at your expense, in lieu of the required class. In addition, if you sign an agreement for a second or subsequent franchise, the individual who will be actively managing the new franchise must attend and successfully complete our Initial training program before the new franchise opens for business.

CONSULTATION

We will provide, in accordance with the terms we specify, continuing advisory assistance in person, virtually (by videoconference, webinar, recorded media, or other means that we designate), by telephone or in writing on the operation of the Restore Franchise at no additional charge.

ITEM 12:
TERRITORY

FRANCHISE LOCATION

We will designate the Territory within which you will perform services and must locate your office. We consider total population and relative affluence to determine your Territory; we do not offer a minimum territory. You may not alter your Territory and must receive written permission from us before relocating

your office within the Territory. In determining whether to approve the relocation of your office, we consider the proximity of the proposed site to the location of customers in your Territory and other offices.

PROTECTED RIGHTS

You will not receive an exclusive territory. You may face competition from other franchisees, from company-owned businesses, or from other channels of distribution or competitive brands that we control.

You may market and solicit outside your Territory (including, subject to our marketing approval rights, through the Internet, telemarketing, or other direct marketing) only when (i) marketing disaster restoration services to insurance agents and adjusters whose office is located outside your Territory, but whose customers are located within your Territory or (ii) marketing commercial services to a property manager, group, or company whose office is located outside your Territory, but whose commercial facility is within your Territory. You are allowed to service a customer outside your Territory when the customer initiates the request. If a customer that you are authorized to service has locations located outside of your Territory, you (a) may provide such services directly to such Territory Account, regardless of where the services are provided, (b) may coordinate with other Restore Franchises for such businesses to provide the services to such Territory Account (in which case you and such other Restore Franchises shall negotiate a split of revenue and coordinate the payment of such revenue), or (c) may request that we refer such lead to another Restore Franchise in conjunction with us providing the Branch 44 account management services. Except as provided in this paragraph, you do not have the right to use any channels of distribution, such as the Internet, telemarketing, or other direct marketing, to make sales outside your Territory.

If you operate an SRM Franchise, you may target or market recovery management services to customers outside of your Territory with our written consent and in accordance with the Manual. In addition, you may be required to mobilize or dispatch equipment and supplies for all qualified projects within a 500-mile radius outside of your Territory and to dispatch a designated representative to such loss site.

We may not modify your Territory during the term, as long as you are in compliance with your Franchise Agreement and Related Agreements. If we have the right to terminate the Franchise Agreement as a result of your default, we may, among other things, reduce the size of your Territory as an alternative remedy.

In addition, if you are not in compliance with our then-current System standards: you will not ~~qualify~~be eligible to receive ~~consideration for~~ job leads for services to be provided within your Territory; and you will have no option or other similar right of refusal with respect to any leads from us.

OUR RESERVED RIGHTS

Nothing in the Franchise Agreement prevents us from establishing or operating or granting any other person or entity the right to establish or operate businesses using the System or a similar system anywhere outside of your Territory, or marketing services or products that are not a part of the System licensed by the Franchise Agreement under the Marks within your Territory. The System licensed by the Franchise Agreement relates to the Core Services, Additional Core Services, Supplemental Services, Construction Services, and other services that we may designate as part of the System in the future.

We or our affiliates may conduct, or grant others the right to conduct, any business activities, under any name or trademark, using any system of operations, in any geographic area, and at any location, regardless of the proximity to or effect of such activities on the Restore Franchise. For example, we and our affiliates may, among other things: (i) operate, and grant to others the right to operate, anywhere

(including inside and outside the Territory) ServiceMaster® businesses, including Restore Franchises operating under any SM License (including the same type of SM License as yours) and any other ServiceMaster Clean® or ServiceMaster Restore® businesses; (ii) operate, and grant to others the right to operate, anywhere (including inside and outside the Territory) any retail or other businesses, including those offering the same, similar, or different products or services using the System or elements of the System under the Marks or any other trademarks, service marks, or trade dress; (iii) solicit and sell any products or services to customers and prospective customers residing anywhere (including inside and outside the Territory), including by direct advertising over the Internet or other electronic means; and (iv) merge with, acquire, establish, or become associated with any businesses or locations of any kind under other systems and/or other trademarks, which businesses and locations may offer or sell items, products, and services that are the same as or similar to the services and products offered at or from the Restore Franchise and which may be located anywhere (including inside and outside the Territory).

COMPETING BUSINESS

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell.

Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1 and in the next paragraph. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

You must maintain minimum monthly Gross Service Sales levels to continue to operate your Restore Franchise. Beginning in the 13th full month of operation of your Restore Franchise, you must meet at least $7,500 in minimum monthly Gross Service Sales levels (the "**Minimum Monthly Sales Requirement**").

In any subsequent renewal agreements, the Minimum Monthly Sales Requirement may be increased. We may terminate the Franchise Agreement if you fail to meet the Minimum Monthly Sales Requirement three times in any nine-month period (except if local economic conditions and/or extenuating circumstances materially affect sales potential which, in our sole discretion, affects your ability to meet such sales levels).

ADDITIONAL FRANCHISES

You will not have any options, rights of first refusal, or similar rights to acquire additional Restore Franchises within any specified territory or any contiguous territories. We may, in our sole discretion, allow you to acquire additional Restore Franchises if you meet our qualifications in place at that time for acquiring a franchise and ownership of multiple franchises. These qualifications may include standards of character, business experience, financial strength, credit standing, reputation, business ability, experience, availability of management personnel, etc. If you or your affiliate requests an additional Restore Franchise, we will

consider all aspects of the operation of the existing franchise or franchises, including those items described as renewal conditions in Section 2.2.2 of the Franchise Agreement.

ITEM 13:
TRADEMARKS

If we grant you a franchise, we will grant you the right to operate such franchise under the SM Restore Mark and any other Marks that we specify in your Franchise Agreement or otherwise in writing from time to time. We may add to, change, or remove Marks from time to time.

We currently own all of the trademarks listed in the table below, all of which are registered on the Principal Register of the United States Patent and Trademark Office (the "**USPTO**"). All necessary affidavits and renewals for such Marks have been filed.

Principal Marks	Registration No.	Date of Registration
SERVICEMASTER (word mark)	782,584	December 29, 1964
Color Yellow As Applied To A Vehicle	2,085,318	August 5, 1997
RESTORING PEACE OF MIND (word mark)	3,371,397	January 22, 2008
SERVICEMASTER RESTORE (word mark	3,716,787	November 24, 2009
ServiceMASTER Restore SERVICEMASTER RESTORE	3,834,551	August 17, 2010
MARKS FOR QRV PROGRAM PARTICIPANTS ONLY		
QRV QRV	2,058,995	May 6, 1997
SERVICEMASTER QRV SERVICEMASTER QUALITY RESTORATION VENDOR QRV	2,023,182	December 17, 1996
866 RECOVER (word mark)	3,422,245	May 6, 2008
800-RESPOND (word mark)	3,422,244	May 6, 2008
MARKS FOR SRM FRANCHISES ONLY		
SERVICEMASTER RECOVERY MANAGEMENT (word mark)	2,023,179	December 17, 1996
SRM (word mark)	4,659,634	December 23, 2014
SRM SERVICEMASTER RECOVERY MANAGEMENT SRM SERVICEMASTER RECOVERY MANAGEMENT	4,659,580	December 23, 2014

There are no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court involving our principal trademarks. There is no pending infringement, opposition, or cancellation proceeding. We have not been involved in any infringement, opposition, or cancellation proceedings in which we unsuccessfully sought to prevent registration of a trademark to protect a trademark licensed by us.

There are no agreements currently in effect which significantly limit our right to use or license franchisees to use the Marks. There are no infringing uses actually known to us which could materially

affect your use of such Marks.

You must use the Marks as the sole service mark identification of the Restore Franchise. You may not use any Mark or any words confusingly similar to any Mark (i) as part of any corporate name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to you by us), (iii) in any modified form, (iv) in connection with the sale of any unauthorized product or service, (v) on forms, uniforms, materials and supplies not approved by us, (vi) in any domain names, or (vii) in any other manner not explicitly authorized in writing by us. You must observe all requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of your Restore Franchise as we may direct in writing from time to time.

Your non-exclusive licensed use of the Marks under the Franchise Agreement does not give you any ownership interest or other interest in and/or to the Marks. Any and all goodwill associated with the Marks inures exclusively to our benefit without any compensation to you. Any unauthorized use of the Marks by you shall constitute an infringement of the Marks and our rights. You must not commit or aid in committing any act of infringement or misuse of the Marks, either during or after the term of the Franchise Agreement.

You must not directly or indirectly contest our right to our Marks, trade secrets or business techniques that are part of our business. You must notify us immediately if you learn about an apparent infringement of, challenge to, or claim by any person related to your use of our Marks. We have no contractual obligation to defend you or to prosecute any legal action against others with respect to any infringement, unfair competition or other claim in any way related to your use of our trade name or trademark. We and our affiliates will take whatever action, if any, we deem appropriate and have the right to exclusively control any litigation or proceeding arisings out of any such infringement, challenge, or claim or otherwise relating to any Marks.

You must execute any and all instruments and documents, and to do such acts and things as may, in the opinion of our counsel, be necessary or advisable to obtain protection for the Marks, protect and maintain the continued validity or enforceability of the Marks, and protect the interests of us or our affiliates in any litigation or proceeding. If it becomes advisable or desirable at any time in our judgment for you to modify or discontinue use of any Mark, and/or use one or more additional or substitute Marks, including the primary Mark and/or color scheme under which the Restore Franchise is operating, you must do so at your expense.

We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of your use of any Mark pursuant to and in compliance with the Franchise Agreement, provided (i) you provide us with prompt written notice of any potential claim, (ii) allow us to control the defense and settlement of the indemnified proceeding, and (iii) continue to comply with the terms and conditions of the Franchise Agreement. You and your owners may not settle any claim that could result in such an indemnified claim without our prior written consent.

ITEM 14:
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents or have any pending patent applications that are material to Restore Franchises.

We or our affiliates claim copyright protection of the information in the Manual and all of the manuals, advertising and promotional materials, forms and related materials that we produce, although these materials may not have been registered with the Copyright Office of the Library of Congress. The

materials are proprietary and confidential and are considered our property. You may use them only as long as you are a franchisee and are authorized by us to do so and only as provided in the Manual or the Franchise Agreement.

There are currently no effective determinations of the Copyright Office of the Library of Congress or any court regarding any of our copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not aware of any infringing uses of these materials that could materially affect your use of these materials. We are not required by any agreement to protect or defend our copyrights.

We will be disclosing to you certain information we believe to be confidential or proprietary information and trade secrets, including (i) the Manual; (ii) pricing information; (iii) materials describing the franchise network and System; (iv) the sources (or prospective sources) of supply and all information related to or concerning the same, including the identity and pricing structures with suppliers; (v) the training materials; (vi) our marketing plans and development strategies; (vii) customer information; (viii) Standards and specifications issued by us; (ix) knowledge or know-how regarding the development and operation of Restore Franchises; and (ix) all other information we give to you in confidence (collectively, the "**Confidential Information**").

You may use the Confidential Information, in the manner we approve, in the operation of your business during the term of the Franchise Agreement. You may not, nor may you permit any person or entity to, (a) use any Confidential Information in any other business or for any purpose other than developing and operating your Restore Franchise and/or (b) communicate or disclose any Confidential Information to any person or entity, except to your employees and professional advisors to the extent necessary for them to perform their functions related to the operation of your Restore Franchise.

You must exercise the highest degree of diligence in protecting the secrecy of the Confidential Information. You must adopt and implement reasonable procedures, including any that we designate, to prevent unauthorized use or disclosure of this information to others. You are responsible for restricting your employees from improperly using or disclosing the Confidential Information and are responsible if they fail to do so.

You must promptly inform us if you become aware of any unauthorized use or disclosure of the Confidential Information. We are not obligated to take any action but will respond to this information as we think appropriate. You must also agree not to contest our interest in these or our other trade secrets. We may require you to, at your expense, remediate such breach or unauthorized access.

There are no currently effective material determinations of the copyright office or any court regarding any of our copyrighted or proprietary materials. There are no agreements currently in effect that limit our rights to use or license the copyrighted or proprietary materials or any of our confidential information. We do not know of any superior prior right or infringing uses of our copyrighted materials or our proprietary information that could materially affect your use of those materials or information. We are not required by any agreement to protect or defend our copyrights or proprietary information or you, although we intend to protect our System.

We are not required by any agreement to (a) protect or defend any patents, patent applications, copyrights, or proprietary information that we currently or in the future may own, (b) defend you against (or participate in your defense of) any claims relating to your use of patented or copyrighted items, including our proprietary information, (c) indemnify you for expenses or damages you incur in a proceeding involving a patent, patent application, copyright, or proprietary information licensed to you, or (d) take any action when notified of any infringement of patented or copyrighted items. As the owner of the intellectual

property, we have the right to control any litigation related to patents, copyrights, and proprietary information.

If we require you to modify or discontinue using any patented or copyrighted materials, including our proprietary information, you must make such changes at your expense, and the Franchise Agreement provides you with no other rights or remedies related to the change.

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

You, your owners, officers, and/or managers must devote full-time energy and best efforts to the management and operation of the Restore Franchise. If you do not personally supervise the business, or if you are a corporation, partnership, or limited liability company, you must employ a manager who will be responsible for direct, on-premises supervision of the business. You must monitor and be responsible for the performance of any managers you employ. The manager must have successfully completed the AOS Training program but need not have an ownership interest in your entity. You or one of your owners, however, may be a manager. You are responsible for restricting your managers from improperly using or disclosing our confidential information.

We will not provide any assistance in the hiring of any employees that you may hire. You are an independent owner and operator of the Restore Franchise, and you are responsible for the day-to-day operations of the Restore Franchise. You will have sole responsibility for all employment decisions and functions related to your Restore Franchise, including hiring, firing, promoting, demoting, compensation, benefits, scheduling of employee work hours and shifts, work rules, record-keeping, supervision, and discipline of employees.

Unless we specify otherwise in writing, you must require anyone who may have access to the Confidential Information to execute non-disclosure agreements in a form satisfactory to us, the current form of which is attached to the Franchise Agreement. If you are a corporation, partnership, or limited liability company, we will require any owners that own directly or indirectly 15% or more of the ownership interests in your entity to sign the "Personal Guaranty and Agreement to be Bound Personally by the Terms and Conditions of the Franchise Agreement" attached to the Franchise Agreement, including the confidentiality provisions.

ITEM 16:
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and provide the services we require for your specific SM License. You may not offer or provide services that we have not approved for your specific SM License. Currently, we require all Restore Franchises to offer Core Services and Additional Services, and we permit all Restore Franchises to offer and provide Supplemental Services and Construction Services (if you sign a Construction Services Amendment and comply with certain related provisions). If you operate an SRM Franchise, you also must offer and provide project and recovery management services and commercial large loss disaster restoration services directly to commercial customer. Restore Franchises may not offer asbestos abatement services. We have the right to add to, delete, modify, or further define any of the required or optional services from time to time in our sole discretion and will include such changes in the Manual.

We may develop or acquire other services that are improvements to the System or are compatible services with the System. At our sole discretion, we will determine if they will be incorporated into the System or included in another type of SM License. If we incorporate new services into your SM License,

we will provide you with a reasonable period of time to incorporate such services into your Restore Franchise.

You must only service the types of customers (i.e. commercial and/or residential customers) that are authorized under your SM License. You must not actively solicit sales from customers outside of your defined territory (unless you are an SRM Franchise and market related services in accordance with the Manual). You may not enter into agreements with or market to National Accounts, unless we agree otherwise in writing.

Further, we have the right to put limitations on leads that we may develop for our franchisees. We assign these leads at our discretion to participants in certain Optional Programs. Procedures, policies, and standards regarding the ~~National Account Program and the~~ Optional Programs and related lead referrals are provided in the Manual.

If permitted by law, we may require you to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, as set forth in the Manual or otherwise in writing from time to time. If we set a suggested retail price for a good or service, we prohibit you from advertising any other prices for such goods or services. Where no price or maximum or minimum price has been specified or established by us, you may sell such goods or services at any reasonable price you choose. Advertised prices and specified maximum and minimum prices for goods or services may vary from region to region to the extent deemed necessary by us in order to reflect differences in costs and other factors applicable to such regions.

ITEM 17:
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of franchise term	2.1	Five years for both new Restore Franchise and Conversion Franchises.
b. Renewal or extension of the term	2.2	If you satisfy the conditions for renewal in Row "c", you will have the option of entering into a renewal agreement for one additional, consecutive five-year term. If you do not sign our then-current form of Franchise Agreement and general release and complete the renewal process before the end of the term and continue operating your Restore Franchise and we do not provide you with a non-renewal notice, the Franchise Agreement will extend on a month-to-month basis, but we will have the right to terminate it at any time and, if you do not sign the agreements and complete the process within 60 days after the end of the term, your Royalties will be increased by 2.5% of Gross Service Sales. This provision may be subject to applicable state law.
c. Requirements for	2.2	You must (i) provide us with written notice of your election to renew

Provision	Section in Franchise Agreement	Summary
you to renew or extend		not less than six months, nor more than nine months, prior to the end of the then-existing term of the Franchise Agreement; (ii) not be (and your affiliates and owners must not be) in default under the Franchise Agreement or any Related Agreement and have not received three default notices during the term of any such agreement; (iii) not be in default under any loan agreement or lease related to the Restore Franchise (iv) be in compliance with the Minimum Monthly Sales Requirement and may not have missed the requirement two or more times in the last 18 months of the term; (v) have actively implemented the System and acted appropriately; (vi) have satisfied your reporting requirements and monetary obligations throughout the term; (vii) meet our then-current requirements for new franchisees and demonstrate financial ability; (viii) obtain our approval for a business plan; (ix) complete all required training; (x) sign our then-current form of Franchise Agreement which may have materially different terms and conditions than your original agreement; (xi) sign (and have your owners sign) a general release; (xii) pay the then-current renewal fee; and (xiii) satisfy any other reasonable conditions that we specify. We can refuse to allow you to renew or extend if you fail or refuse (or, in some cases, if during the term of the Franchise Agreement you have failed or refused) to meet each and every of these required conditions.
d. Termination by you	Not Applicable	Not applicable, unless otherwise specified under applicable state laws.
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	13.1, 13.2, and 13.3	We can terminate only upon uncured or noncurable events of default. This provision may be subject to applicable state law.
g. "Cause" defined – defaults which can be cured	13.1	The following defaults are curable after written notice: (i) seven days to cure a payment default or default related to use of the Marks; (ii) 30 days to cure any breach of any provision of the Franchise Agreement or Related Agreement, any software license agreement, or any Standard in the Manual or Standard relating to image or customer service or treatment, other than those specified in Row "h" below; and (iii) 24 hours to cure any act or conduct that materially impairs the goodwill associated with the Marks or our business operations.
h. "Cause" defined – defaults which cannot be cured	13.3	The Franchise Agreement does not permit you to cure a default except as stated in Row "g" above. Non-curable defaults include (i) insolvency or inability to pay debts; (ii) filing of bankruptcy; (iii) abandonment; (iv) failure to permit access to financial information; (v) failing to comply with the Franchise Agreement (including non-payment of fees due), Standards, or Manual three times within 12 months; (vi) materially impairs the goodwill of the Marks or us; (vii) failing to remedy violation of any laws or regulations; (viii) conviction of a felony, crime involving moral turpitude, or any other crime or offense that may harm the Marks and the Restore Franchise; (ix) failure to maintain the required insurance; (x) an unauthorized transfer by you or your owners; (xi) an unauthorized grant of a security interest;

Provision	Section in Franchise Agreement	Summary
		(xii) breach of any confidentiality; (xiii) default by you, your owners, or your affiliates under any Related Agreement that would permit termination of such agreement; or (xiv) failure to meet the Minimum Monthly Sales Requirement three times in any nine-month period.
i. Your obligations on termination/ non-renewal	14	Obligations include (i) cease performing services and advertising; (ii) complete de-identification of vehicles and office location; (iii) cease using the Marks or colorable imitations of the Marks; (iv) transfer phone number(s), listings, email addresses, and social media accounts to us or our assignee; (v) assign or terminate customer agreements at our direction; (vi) return of Manual, all material bearing the Marks, and other materials related to the Restore Franchise; (~~vi) agreeing not to~~vii) no use any reproductions, counterfeit, copy, or colorable imitation of the Marks or System; (~~vii~~viii) delete and/or return all copies of proprietary software and transfer certain data to us; (~~viii~~ix) cancel assumed names; (~~ix~~x) offer option to purchase assets; (~~x~~xi) comply with non-compete; and (~~xi~~xii) pay amounts due and liquidated damages.
j. Assignment of contract by us	12.1	We have the right to sell or assign the Franchise Agreement in whole or in part.
k. "Transfer" by you – defined	28	Includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, pledge, mortgage, encumbrance, or other disposition of any interest in the Franchise Agreement; you; the Restore Franchise or substantially all of its assets; any of your owners (if such owner is a legal entity); or any right to receive all or a portion of the Restore Franchise's, your, or an owner's profits or losses or any capital appreciation relating to the Restore Franchise, you or any owner.

Provision	Section in Franchise Agreement	Summary
l. Our approval of transfer by franchisee	12.2	With limited exceptions for transfers to affiliated entities or trusts, we have the right to approve any (A) transfer of (i) the Franchise Agreement (or any interest in the Franchise Agreement), (ii) the Restore Franchise or all or substantially all of its assets, (iii) a controlling ownership interest in you, whether in one transaction or a series of related transactions, or (iv) a controlling ownership interest in any owners that controls you (if such owner is a legal entity), whether in one transaction or a series of related transactions (collectively, a "**Control Transfer**"). We will not unreasonably withhold our consent if you satisfy our conditions, and you are substantially complying with the Franchise Agreement. We do not have the right to approve a and (B) transfer of (i) a non-controlling interest in you, (ii) a non-controlling interest in an owner that controls you (if such owner is a legal entity), or (iii) a controlling ownership interest in an owner that does not have a controlling ownership interest in you (collectively, a "**Non-Control Transfer**"), but you must provide us with notice of such transfer within 30 days together with the then-current Change Fee, have all parties and their owners sign a general release, and certify that you complied with the terms of the . We will not unreasonably withhold our consent to a transfer if you satisfy our conditions, and you are substantially complying with the Franchise Agreement (including restrictions on transfers to competing businesses). Failure to do this is an event of default. We reserve the right to conduct an audit as a pre-condition to any transfer.
m. Conditions for our approval of transfer	12.2.4	For a Control Transfer, you must (i) provide us with notice 10 days prior to listing the interest for sale along, (ii) submit an application and application fee for a proposed transferee, (iii) pay all amounts owed, (iv) not breach the Franchise Agreement or Related Agreement in the period before the transfer or your request for consent, (v) sign a termination agreement remaining liable for liability pre-transfer, (vi) commit, along with your owners, to not using our intellectual property, (vii) sign, along with your owners, a general release, and (viii) pay our then-current transfer fee. Your transferee must (a) meet our qualifications, (b) complete training at their expense, (c) either sign our then-current franchise agreement and related documents, which may include materially different terms and conditions, or assume your existing agreement, (d) have its applicable owners sign a guaranty, (e) have sufficient finances to not adversely affect the operation of the Restore Franchise, (f) prepare a business plan that we approve, and (g) not be involved in, or have any owners involved in, a competing business. For a Non-Control Transfer, you must (i) provide us with advance notice of such transfer and any information we require, (ii) pay the then-current Change Fee, (iii) have all parties and their owners sign a general release and any other documents we require, and (iv) be (and your guarantors must be) in substantial compliance with the Franchise

Provision	Section in Franchise Agreement	Summary
		Agreement. Your transferee must (a) meet our qualifications, (b) not obtain a controlling interest through such transfer, and (c) not be involved in, or have any owners involved in, a competing business. We reserve the right to conduct an audit as a pre-condition to any transfer.
n. Our right of first refusal to acquire your business	12.2.12	If you or your owners would like to make a Control Transfer, you must give us a copy of the proposed offer, and we will have 45 days to match such offer. If there are material changes in the terms of the sale, we will have additional rights of first refusal. Our rights under this provision are fully transferable.
o. Our option to purchase your business	14.9	We have the option to purchase from you certain assets used in the Restore Franchise within 60 days after the termination or expiration of the Franchise Agreement at the greater of your cost or fair market value. Our rights under this provision are fully transferable.
p. Your death or disability	12.2.8	Within 6 months of the death or mental incapacity of a person with a controlling ownership interest in you or one of your controlling owners, the person's executor, administrator, or personal representative must transfer the owner's interest to a third party. In the case of a transfer by devise or inheritance, if the heirs or beneficiaries of such franchisee are unable to meet the transfer conditions, the personal representative has 9 months from the death or incapacity to complete a transfer, subject to all the conditions of transfers.
q. Non-competition covenants during the term of the franchise	15.2	You, your owners, and any spouse who is in any way involved in the Restore Franchise may not (i) divert any business or customer to any competitor or own, (ii) perform any act injurious to the Marks or the System, ~~or~~ (iii) engage in any other business which performs any of the services provided by Restore Franchises, or (iv) use any vendor relationship for any other purpose. This provision may be subject to applicable state law.
r. Non-competition covenants after the franchise is terminated or expires	15.3	For one year after termination or expiration, you, your owners, and any spouse who is in any way involved in the Restore Franchise may not within the Territory or 25 miles of your Territory (i) divert any business or customer to any competitor or own or (ii) engage in any other business which performs any of the services provided by Restore Franchises ~~within the Territory or 25 miles of your Territory~~ and may not (a) perform any act injurious to the Marks or the System or (b) use any vendor relationship for any purpose. This provision may be subject to applicable state law.
s. Modification of the Franchise Agreement	21.2	The Franchise Agreement may be amended by mutual written consent, in which case we will require you and your owners and guarantors to sign the General Release. We may unilaterally modify the Manual from time to time.

Provision	Section in Franchise Agreement	Summary
t. Integration/merger clause	21.1	The Franchise Agreement is the entire agreement and it supersedes all prior negotiations, commitments, representations, and undertakings; however, nothing in the Franchise Agreement or in any Related Agreement is intended to disclaim the representations we make in the Disclosure Document. Only the terms of the Franchise Agreement and other Related Agreements are binding (subject to state law). Any representations or promises outside of the Disclosure Documents and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	24.1	Disputes must be informally negotiated before being submitted to non-binding mediation. If mediation does not resolve the dispute, except for certain disputes listed in the Franchise Agreement and as may be prohibited by applicable state law, all disputes, must be resolved by arbitration in the city in which our principal place of business is located (currently, Atlanta, Georgia).
v. Choice of forum	24.1.3 and 24.2.3	Subject to applicable state laws, all claims must be arbitrated or litigated in the city in which our principal place of business is located (currently, Atlanta, Georgia).
w. Choice of law	25	Subject to applicable state laws, Georgia law applies, without regard to Georgia conflict-of-laws rules.

ITEM 18:
PUBLIC FIGURES

We do not have any public figures serving as a spokesperson for any of the ServiceMaster® brands.

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 Units, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing Unit 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.

This Item 19 presents information about the financial performance during the fiscal year ended December 31, 2024 ("**Fiscal Year 2024**") for Franchise Ownership Groups. A "**Franchise Ownership Group**" or "**FOG**" consists of one or more Restore Franchises that are owned by one or more entities that are affiliated with each other by common ownership. 30.0% of our Franchise Ownership Groups have only one Restore Franchise (a "**Single-Franchise Ownership Group**"). If you are a new franchisee purchasing a single Restore Franchise, you will be a Single-Franchise Ownership Group. 70.0% of our Franchise Ownership Groups consist of one or more entities that own more than one Restore Franchise (a "**Multi-Franchise Ownership Group**"). We believe Franchise Operating Groups are the best measurement of our franchisee's actual business operations.

In this Item 19, we have included data from Franchise Ownership Groups that owned at least one Active

Franchise throughout Fiscal Year 2024. An "**Active Franchise**" is a Restore Franchise that (i) opened their business prior Fiscal Year 2024 and had an active Franchise Agreement throughout all of Fiscal Year 2024, (ii) reported Gross Service Sales in at least six of the 12 months of Fiscal Year 2024, ~~and~~ (iii) was owned by the same Franchise Ownership Group throughout Fiscal Year 2024, and (iv) operated under an SRM License. Some Active Franchises that had active Franchise Agreements throughout Fiscal Year 2024 did not report Gross Service Sales in all 12 months of the year because they (a) did not have any sales in certain months despite being in operation, (b) allocated sales to other Restore Franchises owned by the same Franchise Ownership Group (for example, if a Franchise Ownership Group owned five Restore Franchises, they allocated all sales in a month to one of the five Restore Franchises), (c) failed to timely report sales in a given month, or (d) temporarily suspended operations for certain months for personal or other reasons.

This Item 19 does not include data related to (i) company-owned units (there were not any that operated in Fiscal Year 2024) ~~and~~, (ii) SRM Licenses, and (iii) Franchise Operating Groups that did not have at least one Active Franchise operating throughout all of Fiscal Year 2024 because (a) they did not have any Restore Franchises that reported Gross Service Sales for at least six months of Fiscal Year 2024, (b) they transferred ownership of all of their franchises in Fiscal Year 2024, (c) they opened their first franchise during Fiscal Year 2024, or (d) they ceased operating all of their franchises in Fiscal Year 2024.

In the tables below, we have presented Gross Service Sales data for Single-Franchise Ownership Groups with one Active Franchise operating throughout Fiscal Year 2024 and for all Franchise Ownership Groups that had any Active Franchises operating throughout Fiscal Year 2024.

TABLE 1:
GROSS SERVICE SALES BY QUARTILES
SINGLE-FRANCHISE OWNERSHIP GROUPS
WITH ONE ACTIVE FRANCHISE
FOR FISCAL YEAR 2024

Quartiles	Number of Single-FOGs	Average Gross Service Sales	Number and Percentage of Single-FOGs Attaining or Exceeding Average Gross Service Sales	Median Gross Service Sales	Lowest Gross Service Sales	Highest Gross Service Sales
Top Quartile	32	$2,585,329	10 / 31.3%	$2,068,591	$1,194,252	$7,513,212
2nd Quartile	32	$770,306	11 / 34.4%	$723,120	$525,619	$1,191,066
3rd Quartile	32	$346,893	15 / 46.9%	$333,714	$190,851	$524,762
Bottom Quartile	32	$77,706	16 / 50.0%	$76,348	$4,158	$152,773
Total	128	$945,058	40 / 31.3%	$525,191	$4,158	$7,513,212

Notes to Table 1:

1. As of December 31, 2024, there were 490 Franchise Ownership Groups that owned 1,939 Restore Franchises. Of those 490 Franchise Ownership Groups, there were 147 Single-Franchise Ownership Groups. Of those 147 Single-Franchise Franchise Ownership Groups, 128 Single-Franchise Ownership Groups had one Active Franchise throughout Fiscal Year 2024 and are represented in this table. This table does not include (i) 6 Single-Franchise Ownership Groups that operated throughout Fiscal Year 2024 but failed to report revenue in all 12 months, (ii) 6 Single-Franchise Ownership Groups that transferred ownership of their franchise in Fiscal Year 2024, and (iii) 7 Single-Franchise Ownership Group that opened their franchise during Fiscal Year 2024. This table also does not include 9 Single-Franchise Ownership Groups that ceased operating its Restore

Franchise in Fiscal Year 2024 (no Single-Franchise Ownership Groups opened their franchises within the 12 months prior to the date such franchises closed).

2. The 128 Single-Franchise Ownership Groups represented in this table include 70 Disaster Restoration Licenses and 58 Former Licenses (including three small market licenses and 55 on-location licenses). As described in Note 3 in the Notes to Table 19 below, we believe that these Former Licenses are substantially similar to the Disaster Restoration Licenses that we offer to new franchisees.

TABLE 2:
GROSS SERVICE SALES BY QUARTILES
ALL FRANCHISE OWNERSHIP GROUPS
WITH AT LEAST ONE ACTIVE FRANCHISE
FOR FISCAL YEAR 2024

	Top Quartile	2nd Quartile	3rd Quartile	Bottom Quartile	Total
# of FOGs	114	113	114	113	454
# of Active Franchises	~~859~~849	377	300	200	~~1,736~~1,726
Average # of Active Franchises	~~7.54~~7.45	3.34	2.63	1.77	~~3.82~~3.80
# and % of FOGs at or above Average # of Active Franchises	33 / 28.9%	45 / 39.8%	47 / 41.2%	42 / 37.2%	155 / 34.1%
Median # of Active Franchises	5	3	2	1	3
Lowest # of Active Franchises	1	1	1	1	1
Highest # of Active Franchises	~~91~~88	14	14	8	~~91~~88
Average Gross Service Sales	$~~8,151,999~~7,674,101	$1,950,638	$913,751	$261,003	$~~2,826,896~~2,706,896
# and % of FOGs at or above Average Gross Sales	~~30~~32 / ~~26.3~~28.1%	49 / 43.4%	58 / 50.9%	55 / 48.7%	~~115~~123 / ~~25.3~~27.1%
Median Gross Service Sales	$5,479,400	$1,854,156	$922,732	$253,957	$1,261,049
Lowest Gross Service Sales	$2,855,475	$1,263,356	$586,908	$4,158	$4,158
Highest Gross Service Sales	$~~73,939,218~~6,781,100	$2,846,217	$1,258,742	$574,613	$~~73,939,218~~6,781,100

Notes to Table 2:

1. The data in Table 2 discloses the performance of Franchise Ownership Groups that operated one or more Active Franchises throughout Fiscal Year 2024. We have also included data about the number of Active Franchises operated by the Franchise Ownership Groups in each quartile. The table includes data from (a) 128 Single-Franchise Ownership Groups that operated one Active Franchise in a single territory (which are the Active Franchises represented in Table 1) and (b) 326 Multi-Franchise Ownership Groups that operated (i) multiple types of SM Licenses (e.g., Disaster Restoration Licenses and Former Licenses) that offer similar or identical services in one territory, (ii) one type of SM License (e.g., a Disaster Restoration License) in multiple territories, or (iii) multiple types of SM Licenses in multiple territories. As explained in Note 4 in the Notes to Item 19 below, Restore Franchises are typically operated as a single Franchise Ownership Group business and report aggregated revenue by Franchise Ownership Group, rather than by territory or franchise type.

2. As of December 31, 2024, there were 490 Franchise Ownership Groups. Of those 490 Franchise Ownership Groups, 454 Franchise Ownership Groups had at least one Active Franchise throughout Fiscal Year 2024 and are represented in this table. This table does not include (i) 17 Franchise Ownership Groups that operated throughout Fiscal Year 2024 but failed to report revenue in all 12 months, (ii) 13 Franchise Ownership Groups that transferred ownership of all of their franchises in Fiscal Year 2024, and (iii) six Franchise Ownership Groups that opened their first franchise during Fiscal Year 2024. This table also does not include 13 Franchise Ownership Groups that ceased operating all of their franchises in Fiscal Year 2024 (one of which opened their franchises within the 12 months prior to closing it).

3. As of December 31, 2024, the 454 Franchise Ownership Groups that are represented in this table owned ~~1,736~~1,726 Active Franchises throughout all of Fiscal Year 2024 (out of 1,939 total Restore Franchises that were in operation as of December 31, 2024). Thus, ~~203~~213 Restore Franchises are not represented in the data in this table, including (i) 83 Restore Franchises that operated throughout Fiscal Year 2024 but failed to report revenue in all 12 months, (ii) 73 Restore Franchises that transferred ownership in Fiscal Year 2024, ~~and~~ (iii) 47 Restore Franchises that opened during Fiscal Year 2024, and (iv) 10 Restore Franchises that operated under an SRM License. This table also does not include data from 67 Restore Franchises that ceased operating their franchises in Fiscal Year 2024 (one of which opened its franchise within the 12 months prior to the date such franchise closed).

4. The ~~1,736~~1,726 Active Franchises operated by the 454 Franchise Ownership Groups represented in this table include 990 Disaster Restoration Licenses~~, 10 SRM Licenses,~~ and 736 Former Licenses (including 79 small market licenses, 29 floor care licenses, 572 on-location licenses, 49 residential licenses, and 7 window and carpet licenses). As described in Note 3 in the Notes to Table 19 below, we believe that these Restore Franchises are substantially similar to the Disaster Restoration Franchise that we offer to new franchisees.

5. If a Franchise Ownership Group owned multiple Restore Franchises in Fiscal Year 2024, but some were not Active Franchises throughout all of Fiscal Year 2024, only the revenue from the Restore Franchises that were Active Franchises throughout all of Fiscal Year 2024 have been included in this table.

6. Out of the 454 Franchise Operating Groups included in the table, 128 Franchise Operating Groups owned one Restore Franchise, 153 owned two to three Restore Franchises, 91 owned four to five Restore Franchises, 64 owned six to 12 Restore Franchises, 13 owned 13 to 26 Restore Franchises, two owns 32 Restore Franchises, one owns ~~35~~34 Restore Franchises, one owns 49 Restore Franchises, and one owns ~~91~~88 Restore Franchises.

NOTES TO ITEM 19:

1. **Some franchises have sold or earned this amount. Your individual results may differ. There is no assurance that you'll sell or earn as much.**

2. **"Gross Service Sales"** means **(X)** all charges and/or revenues which are billed, received, or earned by you, your affiliates, your owners, any related parties (including your officers and family members), and/or your subcontractors:
   A. by, at, or in connection with the Restore Franchise or the use of any of the Marks;
   B. relating to the kinds of goods or services available now or in the future through the Restore Franchise and/or distributed in association with the Marks or the licensed system of operations;

C. relating to the operation of any similar businesses (that offers, is otherwise involved in, or deals with goods and services similar to those offered by Restore Franchises);

D. with respect to any co-branding activities (including goods or services provided under, or in conjunction with, a mark other than the Marks); and/or

E. with respect to any other revenues of any kind received from third parties related to the operation of the Restore Franchise, including any revenue received from us or our affiliates (such as revenue we or our affiliates collect directly from customers that is related to work performed by you) or from vendors (such as rebates or referral fees); **less**

(Y) any approved adjustments that may be deducted in accordance with the royalty remittance policy in the Manual, as such policy may be revised from time to time. Currently, approved deductions include (i) bad debt, (ii) coupons, (iii) certain subcontracted services, including abrasive blasting, anthrax or hazardous biological or chemical substance removal, asbestos abatement and removal, core services provided outside of the Territory, biological/chemical testing, specialty blind cleaning requiring special equipment, board-ups, carpentry, carpet installation, clearance testing, certain construction work, debris removal/hauling, large desiccants or drying services, certain demolition/removal services that require special skills, drapery cleaning, driveway blacktop maintenance, off-site dry cleaning, duct cleaning, electrical work, internal electronics cleaning, fire prevention material application, moving services, marble floor grinding, hazmat abatement and disposal, high-rise window cleaning, ice removal, industrial equipment cleaning that requires special equipment, lab analysis of samples, laundry cleaning, lawn maintenance, leather and plastic refinishing, general maintenance services, media blasting, microbial testing/sampling, ~~packout and storage services,~~ painting, plumbing, storage PODs, written remediation protocols, ride-on scrubbers, roof cleaning, specialty rug cleaning, security services, snow removal, soda blasting, specialty carpet cleaning, tree removal, and wood finishing, (iv) dumpster services and fuel provided at job sites, (v) equipment rented from other franchisees, (vi) rental equipment, provided it is not offered by us for purchase, including large desiccants, floor strippers, mat rental, port-a-potties, scaffolding, and scissor lifts, (vii) off-site storage and on-site storage PODs, (viii) paper products requested by and separately billed to customer, (ix) certain permits, (x) referral fees paid to other franchisees, (xi) sales tax, and (xii) car rentals for certain projects. Unless otherwise specified in the Manual or by us in writing, Gross Service Sales includes all revenue at the time billed and must be reported monthly on an accrual basis in the month the work was billed to the customer, regardless of when and if such revenue is collected by you. Unless otherwise specified in the Manual, any expenses related to goods or services provided to you or customers by any parties related to you (acting as a subcontractor, vendor, or otherwise) are not deductible as adjustments from Gross Service Sales.

3. Restore Franchises included in this Item 19 operate under Disaster Restoration Licenses, SRM Licenses, and Former Licenses. While we no longer offer Former Licenses to new franchisees, a Restore Franchise that operates under a Disaster Restoration License is authorized to offer all of the services that are offered by Restore Franchises that operate under the Former Licenses. Though Restore Franchises operated under the Former Licenses are not all authorized to offer all of the services that are offered by Restore Franchises operated under Disaster Restoration Licenses, they are otherwise substantially similar to Restore Franchises operated under Disaster Restoration Licenses, since they offer similar services under the SM Restore Mark. Accordingly, we have not distinguished between the various types of SM Licenses in this Item 19, even though some of the Former Licenses earn revenue from fewer service offerings than a new Restore Franchise operating under a Disaster Restoration License will offer.

4. In practice, many Multi-Franchise Ownership Groups consolidate the revenue earned by all of their Restore Franchises and report such revenue under one or more of their Restore Franchises, causing their other Restore Franchises to report little or no revenue. In addition, Multi-Franchise Ownership Groups often own (a) multiple Restore Franchises operating under multiple types of SM Licenses in the same Territory (such as a Disaster Restoration License and a Former License) that offer identical services and (b) multiple Restore Franchises in the same category of SM License (i.e., multiple Disaster Restoration Licenses) that may have overlapping territorial rights (as Territories are not exclusive, some Territories overlap). As a result of this, Franchise Operating Groups do not consistently allocate revenue to individual Restore Franchises in the same manner, since the same revenue could reasonably be allocated to multiple Restore Franchises that they own.

   As a result, we are unable to reasonably present Gross Service Sales data that is organized by the number of Active Franchises owned (except for Single-Franchise Ownership Groups, since they have only one franchise to which such sales can be allocated) or by category of SM Licenses, because the average, median, low, and high figures for such data subsets would be unreliable and dissimilar. As the Restore Franchises are typically operated as a single Franchise Ownership Group business and the revenue for such Restore Franchises are aggregated by Franchise Ownership Group, we believe it is more reasonable to present data by Franchise Ownership Group.

5. These sales figures do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the Gross Service Sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Restore Franchise. Franchisees or former franchisees, listed in this disclosure document, may be one source of information.

6. We calculated the figures in the tables in these financial performance representations using financial reports submitted by franchisees.

7. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than in this Item 19, 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 receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting the Legal Department, ServiceMaster Clean/Restore SPE LLC, One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328, Telephone 800-756-5656, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20:
OUTLETS AND FRANCHISEE INFORMATION

For the purposes of the tables in this Item 20, an outlet is defined as a Restore Franchise that operates under a Franchise Agreement. All year-end numbers appearing in the tables below are as of December 31.

Table No. 1
Systemwide Outlet Summary for Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	**2022**	2,166	2,078	-88
	2023	2,078	1,959	-119
	2024	1,959	1,939	-20
Company Owned	**2022**	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	**2022**	2,166	2,078	-88
	2023	2,078	1,959	-119
	2024	1,959	1,939	-20

1. The franchised outlets are based on the number of SM Licenses that remain active. Previously, in addition to Disaster Restoration Licenses and SRM Licenses, franchisees were granted Former Licenses to offer certain services to certain types of customers within the same territory. As a result, some franchisees owned multiple SM Licenses in same or similar Territories. As discussed in Item 1, we are in the process of transitioning the Former Licenses to a single Disaster Restoration License upon renewal or transfer of each license. As of December 31, 2024, the 1,939 Restore Franchises were comprised of 1,153 Disaster Restoration Licenses, 776 Former Licenses, and 10 SRM Licenses.

Table No. 2
Transfer of Franchised Outlets for Years 2022 to 2024

State	Year	Number of Transfers
AR	**2022**	0
	2023	1
	2024	0
AZ	**2022**	0
	2023	3
	2024	3
CA	**2022**	20
	2023	7
	2024	6
CO	**2022**	0
	2023	1
	2024	0

State	Year	Number of Transfers
CT	**2022**	1
	2023	2
	2024	0
DE	**2022**	3
	2023	0
	2024	0
FL	**2022**	12
	2023	3
	2024	9
GA	**2022**	0
	2023	0
	2024	2
ID	**2022**	5
	2023	1
	2024	0
IL	**2022**	4
	2023	11
	2024	3
IN	**2022**	0
	2023	1
	2024	5
KS	**2022**	0
	2023	0
	2024	9
KY	**2022**	0
	2023	0
	2024	2
MD	**2022**	0
	2023	0
	2024	2
MI	**2022**	0
	2023	1
	2024	4

State	Year	Number of Transfers
MN	**2022**	3
	2023	1
	2024	1
MO	**2022**	0
	2023	1
	2024	0
MT	**2022**	0
	2023	2
	2024	0
NC	**2022**	1
	2023	0
	2024	0
ND	**2022**	2
	2023	0
	2024	0
NE	**2022**	1
	2023	0
	2024	0
NJ	**2022**	3
	2023	1
	2024	8
NM	**2022**	0
	2023	4
	2024	1
NY	**2022**	4
	2023	10
	2024	0
OH	**2022**	12
	2023	17
	2024	4
OK	**2022**	8
	2023	0
	2024	6

State	Year	Number of Transfers
OR	**2022**	3
	2023	0
	2024	0
PA	**2022**	6
	2023	4
	2024	3
SC	**2022**	1
	2023	0
	2024	0
SD	**2022**	3
	2023	0
	2024	0
TN	**2022**	3
	2023	6
	2024	0
TX	**2022**	13
	2023	1
	2024	0
UT	**2022**	6
	2023	0
	2024	0
VA	**2022**	0
	2023	0
	2024	3
WA	**2022**	2
	2023	1
	2024	2
WI	**2022**	0
	2023	4
	2024	0
Total	**2022**	**116**
	2023	**83**
	2024	**73**

Table No. 3
Status of Franchised Outlets for Years 2022 to 2024

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at the End of the Year
AK	**2022**	6	0	0	2	0	0	4
	2023	4	0	0	1	0	0	3
	2024	3	0	0	0	0	0	3
AL	**2022**	35	0	9	0	0	0	26
	2023	26	1	0	0	0	0	27
	2024	27	0	0	0	0	1	26
AR	**2022**	18	0	0	0	0	0	18
	2023	18	0	0	0	0	0	18
	2024	18	0	0	1	0	0	17
AZ	**2022**	26	0	0	1	0	0	25
	2023	25	0	0	0	0	0	25
	2024	25	0	0	0	0	0	25
CA	**2022**	226	0	7	2	0	0	217
	2023	217	10	2	2	0	1	222
	2024	222	7	2	3	0	0	224
CO	**2022**	36	0	0	0	0	0	36
	2023	36	0	2	0	0	0	34
	2024	34	0	0	2	0	0	32
CT	**2022**	37	0	0	0	0	0	37
	2023	37	0	0	1	0	1	35
	2024	35	0	0	0	0	0	35
DE	**2022**	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
FL	**2022**	94	0	3	1	0	0	90
	2023	90	0	4	11	0	0	75
	2024	75	1	1	0	0	0	75
GA	**2022**	76	5	3	0	0	0	78
	2023	78	3	0	0	0	4	77
	2024	77	1	2	2	0	0	74
HI	**2022**	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at the End of the Year
IA	**2022**	31	0	0	0	0	0	31
	2023	31	0	2	3	0	2	24
	2024	24	0	0	1	0	0	23
ID	**2022**	17	0	0	0	0	0	17
	2023	17	0	0	0	0	0	17
	2024	17	0	0	0	0	1	16
IL	**2022**	144	0	0	1	0	0	143
	2023	143	1	9	8	0	0	127
	2024	127	1	1	0	0	1	126
IN	**2022**	61	0	0	0	0	0	61
	2023	61	1	4	3	0	0	55
	2024	55	1	0	2	0	0	54
KS	**2022**	32	1	3	0	0	0	30
	2023	30	0	0	3	0	0	27
	2024	27	0	0	0	0	2	25
KY	**2022**	18	0	0	1	0	0	17
	2023	17	5	0	4	0	1	17
	2024	17	4	0	0	0	1	20
LA	**2022**	27	0	0	0	0	0	27
	2023	27	1	4	1	0	0	23
	2024	23	1	0	0	0	0	24
MA	**2022**	38	0	0	4	0	0	34
	2023	34	0	0	0	0	0	34
	2024	34	2	0	0	0	0	36
MD	**2022**	60	0	3	1	0	0	56
	2023	56	0	0	0	0	0	56
	2024	56	0	0	5	0	0	51
ME	**2022**	10	0	0	0	0	0	10
	2023	10	0	0	0	0	3	7
	2024	7	0	0	0	0	0	7
MI	**2022**	76	0	1	1	0	0	74
	2023	74	4	4	2	0	0	72
	2024	72	5	0	5	0	0	72
MN	**2022**	74	0	0	0	0	0	74
	2023	74	0	1	2	0	0	71
	2024	71	0	0	0	0	0	71

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at the End of the Year
MO	**2022**	50	1	1	0	0	0	50
	2023	50	1	7	0	0	0	44
	2024	44	0	0	0	0	0	44
MS	**2022**	23	0	0	0	0	0	23
	2023	23	0	1	2	0	0	20
	2024	20	0	0	0	0	0	20
MT	**2022**	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	3	6
NC	**2022**	46	0	1	2	0	0	43
	2023	43	1	3	2	0	0	39
	2024	39	2	0	0	0	1	40
ND	**2022**	8	0	1	0	0	0	7
	2023	7	2	0	0	0	2	7
	2024	7	0	0	0	0	0	7
NE	**2022**	19	0	0	1	0	0	18
	2023	18	0	0	0	0	0	18
	2024	18	0	0	1	0	0	17
NH	**2022**	19	0	1	0	0	0	18
	2023	18	0	0	0	0	0	18
	2024	18	0	0	0	0	0	18
NJ	**2022**	55	0	2	1	0	0	52
	2023	52	1	2	5	0	3	43
	2024	43	0	1	0	0	0	42
NM	**2022**	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
NV	**2022**	11	0	1	1	0	0	9
	2023	9	0	0	0	0	0	9
	2024	9	1	0	0	0	0	10
NY	**2022**	106	0	16	2	0	0	88
	2023	88	3	0	4	0	0	87
	2024	87	8	0	1	0	1	93
OH	**2022**	84	0	2	1	0	1	80
	2023	80	0	4	1	0	3	72
	2024	72	0	2	1	0	0	69

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at the End of the Year
OK	**2022**	35	0	0	0	0	0	35
	2023	35	0	0	2	0	0	33
	2024	33	0	0	0	0	0	33
OR	**2022**	32	0	0	0	0	0	32
	2023	32	1	0	0	0	0	33
	2024	33	0	0	0	0	2	31
PA	**2022**	88	0	0	0	0	0	88
	2023	88	2	3	3	0	2	82
	2024	82	5	1	1	0	3	82
RI	**2022**	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
SC	**2022**	23	0	0	1	0	0	22
	2023	22	0	0	0	0	0	22
	2024	22	1	0	1	0	0	22
SD	**2022**	9	0	0	0	0	0	9
	2023	9	1	0	0	0	0	10
	2024	10	0	0	0	0	0	10
TN	**2022**	66	0	4	5	0	0	57
	2023	57	3	0	7	0	3	50
	2024	50	0	0	0	0	2	48
TX	**2022**	111	1	1	2	0	1	108
	2023	108	2	3	3	0	0	104
	2024	104	2	0	0	0	0	106
UT	**2022**	29	0	0	1	0	0	28
	2023	28	0	0	3	0	0	25
	2024	25	1	0	2	0	1	23
VA	**2022**	56	0	0	0	0	0	56
	2023	56	2	1	3	0	2	52
	2024	52	2	2	0	0	2	50
VT	**2022**	3	0	0	1	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
WA	**2022**	41	0	0	0	0	0	41
	2023	41	0	0	0	0	2	39
	2024	39	1	0	2	0	0	38

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at the End of the Year
WI	**2022**	70	1	2	0	0	0	69
	2023	69	0	2	1	0	0	66
	2024	66	0	0	0	0	2	64
WV	**2022**	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	2	2
WY	**2022**	6	0	2	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Total	**2022**	**2,166**	**9**	**63**	**32**	**0**	**2**	**2,078**
	2023	**2,078**	**45**	**58**	**77[(1)]**	**0**	**29[(1)]**	**1,959**
	2024	**1,959**	**47**	**12**	**30[(1)]**	**0**	**25[(1)]**	**1,939**

Notes to Table No. 3:

1. Some of the non-renewals and ceased operations in 2023 and 2024 were attributable to an effort to consolidate SM Licenses owned by existing franchisees into such franchisees' existing Disaster Restoration Franchises. Thus, while the number of SM Licenses owned by such consolidated franchisees changed (as reflected in this table), such franchisees continued to operate their businesses, offering the same services within the same territories, through their consolidated Restore Franchise.

Table No. 4
Status of Company-Owned for Years 2022 to 2024

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets sold to Franchisee	Outlets at the End of the Year
KS	**2022**	4	0	0	0	4	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
NC	**2022**	4	0	0	0	4	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Totals	**2022**	**8**	**0**	**0**	**0**	**8**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5
Projected Openings As of December 31, 2024
For Fiscal Year Ending on December 31, 2025

State	Franchise Agreement Signed but Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected Company-Owned Outlets in the Next Fiscal Year
Alabama	0	1	0
Arizona	1	1	0
California	3	5	0
Colorado	2	2	0
Georgia	0	2	0
Florida	1	3	0
Hawaii	0	1	0
Illinois	3	3	0
Kansas	0	1	0
Louisiana	1	1	0
Maine	0	1	0
Massachusetts	2	2	0
Michigan	0	2	0
Nevada	0	1	0
New Mexico	0	1	0
New York	0	2	0
Pennsylvania	0	1	0
Tennessee	0	1	0
Texas	0	3	0
Total	**12**	**34**	**0**

For all charts presented in this Item 20, states not listed in a chart had no franchised, company-owned or affiliate-owned Restore Franchises or activity during the relevant period.

CURRENT AND FORMER FRANCHISEES

The name, business address, and business telephone number of each current franchisee as of December 31, 2024, is attached to this Disclosure Document as Exhibit D. The name, last known address, and telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent fiscal year or has not communicated with us or our affiliates within 10 weeks of the issuance date of this ~~Franchise~~ Disclosure Document, is attached as Exhibit E. Please note, if you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We are not currently offering and do not anticipate offering any existing franchised outlets to prospective franchisees, including those that either have been reacquired by us or are still being operated

by current franchisees pending a transfer. In the event that we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate Addendum to this Disclosure Document.

CONFIDENTIALITY AGREEMENTS

We have entered into confidentiality clauses with former franchisees during the past three years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experiences with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

TRADEMARK-SPECIFIC FRANCHISE ORGANIZATIONS

We have not created, sponsored, or endorsed any trademark-specific franchisee organization associated with our franchise system. The following independent franchisee organization has asked to be included in this Disclosure Document:

SMFOA
Board of Directors
American Association of Franchisees & Dealers
P. O. Box 10158
Palm Desert, California 92255-1058
Phone: 619-209-3775
Email: smfoa@aafdchapters.org

ITEM 21:
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit B are: (i) the audited financial statements of our direct parent, SM Systems, as of December 31, 2022, December 31, 2023, and December 31, 2024 and (ii) SM Systems' Guaranty of our obligations to you under the Franchise Agreement.

As reflected in Item 1, SM Manager will be providing required support and services to franchisees under a management agreement with us. Also attached to this Disclosure Document as Exhibit B are the audited financial statements of our indirect parent, SM Manager, as of December 31, 2022, December 31, 2023, and December 31, 2024. These financial statements are being provided for disclosure purposes only. SM Manager is not a party to the Franchise Agreement or other agreement we sign with franchisees nor does it guarantee our obligations under the Franchise Agreement or other agreements we sign with franchisees.

Also attached to this Disclosure Document as Exhibit B are the unaudited balance sheets and income statements of SM Systems and SM Manager as of March 31, 2025. These financial statements are unaudited and include, in the opinion of management, normal recurring adjustments necessary to fairly state each company's financial condition as of that date. These financial statements have not been reviewed by an accountant and do not contain any financial statement notes.

ITEM 22:
CONTRACTS

The following contracts are attached to this Disclosure Document:

Agreement	Exhibit
ServiceMaster Franchise Agreement	A-1
Disaster Restoration License/Recover Management Services License	A-1 – Exh. A
General Release	A-1 – Exh. B
Electronic Funds Transfer Authorization Form	A-1 – Exh. C
Personal Guaranty	A-1 – Exh. D
Distributor PAR Agreement	A-2
State-Specific Addenda to the Franchise Agreement	F
~~Estimating and Pricing~~Xactware Software End User License Agreement ~~(for Xactware)~~	G-1
Restore 365 Plus Software License Agreement ~~(for Restore360)~~	G-2
Construction Services Amendment	I
Conversion Franchise – Construction Royalty Fee Conversion Rider	J-1
Conversion Franchise – Core Service Ramp-up	J-2

ITEM 23:
RECEIPTS

Two copies of an acknowledgement of your receipt of this Disclosure Document are included at the end of this Disclosure Document (Exhibit K). You should keep one copy for your file and return the second copy to us.

Exhibit A to the FDD

SERVICEMASTER RESTORE FRANCHISE AGREEMENT AND RELATED AGREEMENTS

Exhibit A-1 to the FDD
SERVICEMASTER RESTORE FRANCHISE AGREEMENT

SERVICEMASTER RESTORE® FRANCHISE AGREEMENT

THIS SERVICEMASTER RESTORE® FRANCHISE AGREEMENT (this "**Agreement**") is made and entered into as of _____ (the "**Effective Date**") between SERVICEMASTER CLEAN/RESTORE SPE LLC, a Delaware limited liability company with its principal place of business located at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 ("**Franchisor**") and _____, a _____ ("**Franchisee**") doing business as _____.

RECITALS:

WHEREAS, Franchisor, as the result of the investment of significant time, skill, effort and money, has developed a program, method and system (the "**System**") for providing certain services. The distinguishing characteristics of the System include, without limitation, Standards and specifications for products, equipment and processes; and methods and techniques for inventory and cost controls, record keeping and reporting, sales, promotion, and advertising; all of which may be changed, improved and further developed by Franchisor from time to time and disseminated to Franchisee in the Manual (as defined in Section 7.1 (Compliance with the Manual)), or otherwise in writing;

WHEREAS, Franchisor has the right in connection with the System to sublicense the right to use certain Marks as are now designated in Exhibit A and may be designated by Franchisor in the Manual or otherwise in writing as part of the System, and Franchisor continues to develop and use the Marks for the benefit of itself and its respective franchisees in order for the public to identify the source of goods and services marketed under the System and to represent the System's high standards of quality and service;

WHEREAS, in the course of operations under the System, Franchisor has developed for licensing to franchisees the following separate categories of ServiceMaster Restore® licenses (collectively, with any other such licenses specified by Franchisor from time to time, the "**SM Licenses**"):

(1) Disaster Restoration Services
(2) Recovery Management Services (renewal or transfer only)~~.~~
(3) Supplemental Services License (renewal or transfer only).

The ServiceMaster Restore® license being licensed to Franchisee pursuant to this Agreement is set forth and more fully described in Section 1 of **Exhibit A**, which is attached to and made a part of this Agreement (the "**License**");

WHEREAS, a business that is primarily identified by the ServiceMaster Restore® Marks and that operates under the System is referred to in this Agreement as a "**System Business**;"

WHEREAS, Franchisee desires to operate a System Business and desires to obtain a non-exclusive license from Franchisor to use the License, the System, and the Marks, as well as to receive the training and other assistance provided by Franchisor in connection with the License and the System; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality and service and the necessity of performing services in conformity with Franchisor's standards and specifications for the License and the System.

NOW, THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. APPOINTMENT

1.1 Non-Exclusive Appointment; Territory. Franchisor hereby grants to Franchisee, and Franchisee hereby undertakes the obligation, upon the terms and conditions contained in this Agreement, a non-exclusive right and license to use the System solely to operate a System Business that offers and provides the services specified in the License (the "**Franchised Business**") within the territory described in **Exhibit A** (the "**Territory**"). Franchisee shall market to and solicit customers within the Territory; however, Franchisee may perform services for a customer outside the Territory if the customer initiates the request or a Territory Account (as defined in Section 1.4.1 (Territory Accounts)) requires services to be provided to locations located outside of the Territory. Franchisee may market and solicit outside the Territory only when marketing to a company whose office is physically located outside the Territory, but whose customers are located within the Territory; or when marketing authorized services to a property manager, group, or company whose office is located outside the Territory, but whose commercial facility is within the Territory. Franchisee will operate the Franchised Business within the Territory from one or more office locations approved by Franchisor. Franchisee must obtain Franchisor's written approval for each office location (including any relocations of any office) prior to entering into a lease for such location and at least 30 days prior to opening such office.

1.2 License Granted. Franchisee expressly acknowledges and agrees that this License relates solely to the Territory and solely to the type of SM License specified in Exhibit A and does not grant Franchisee any rights under any other SM Licenses offered or supported by Franchisor. The SM Licenses set forth in the recitals, as well as any other licenses that may be developed, offered, or supported by Franchisor from time to time as specified in the Manual (which are considered part of the SM Licenses), are specifically excluded if not identified in Exhibit A. Also excluded are other licenses, programs, or concepts performed under the Marks by Franchisor and its Affiliates including management services programs and such other programs or concepts as may be developed or acquired by Franchisor in the future. Franchisee understands and agrees that System Businesses operating under other types of SM License may utilize the same System and Manual that is used by the Franchised Business under the License, but some components or requirements of the System or Manual may be specific to, or not applicable to, the License granted to Franchisee.

1.3 No Territorial Protection. Franchisee acknowledges and agrees that (a) Franchisor and its Affiliates retain all rights not expressly granted to Franchisee under this Agreement; and (b) Franchisor or its Affiliates may conduct, or grant others the right to conduct, any business activities, under any name or trademark, using any system of operations, in any geographic area, and at any location, regardless of the proximity to or effect of such activities on the Franchised Business. For example, Franchisor or its Affiliates may, among other things, on any terms and conditions Franchisor and its Affiliates deem advisable: (i) operate, and grant to others the right to operate, anywhere (including inside and outside the Territory) ServiceMaster® businesses, including System Businesses operating under any SM License and any other ServiceMaster Clean® or ServiceMaster Restore® businesses; (ii) operate, and grant to others the right to operate, anywhere (including inside and outside the Territory) any retail or other businesses, including those offering the same, similar, or different products or services using the System or elements of the System under the Marks or any other trademarks, service marks or trade dress; (iii) solicit and sell any products or services to customers and prospective customers residing anywhere (including inside and outside the Territory), including by direct advertising over the Internet or other electronic means; and (iv) merge with, acquire, establish or become associated with any businesses or locations of any kind under other systems and/or other trademarks, which businesses and locations may offer or sell items, products and services that are the same as or similar to the services and products offered at or from the Franchised Business and which may be located anywhere (including inside and outside the Territory).

1.4 Accounts and Agreements.

1.4.1 Territory Accounts. Franchisee may enter into agreements to provide services to customers that it is authorized to serve, as provided in Section 1.1 (Non-Exclusive Appointment; Territory) ("**Territory Accounts**"). For all agreements with Territory Accounts, Franchisor may require Franchisee to (a) use a customer agreement form that it has approved or (b) include certain mandatory terms in a Franchisee-created customer agreement. Franchisee must provide Franchisor with copies of all agreements with Territory Accounts upon Franchisor's request. If a Territory Account requires services to be provided to locations located outside of the Territory, Franchisee (i) may provide such services directly to the Territory Account, regardless of where the services are provided, (ii) may coordinate with other System Businesses for such businesses to provide the services to the Territory Account (in which case Franchisee and such other System Business shall negotiate a split of revenue and coordinate the payment of such revenue), or (iii) may request Franchisor to refer such lead to another System Business in accordance with Section 3.9 (Account Management Services).

1.4.2 National Accounts. Franchisor or its Affiliates may enter into agreements with local, regional, or national customers, insurance carriers, or other referral sources ("**National Accounts**"). Franchisor may, in its sole discretion, refer leads generated from National Accounts to System Businesses that participate in Optional Programs (as defined in Section 5.16.1 (Participation in Optional Programs)). Franchisee may not enter into agreements with or market to National Accounts, unless we agree otherwise in writing.

2. TERM AND RENEWAL

2.1 Term of Agreement. Except as otherwise provided in this Agreement, the initial term of this Agreement shall commence on the Effective Date and end five years from the Effective Date (the "**Term**").

2.2 Renewal.

2.2.1 Renewal Term. Franchisee may elect to renew Franchisee's right to operate the Franchised Business for one additional five-year term, if Franchisee, in Franchisor's sole discretion, satisfies the renewal conditions set forth in Section 2.2.2 (Renewal Conditions).

2.2.2 Renewal Conditions. Franchisee must satisfy the following conditions in order to be eligible for, and as a condition for entering into, a renewal term:

2.2.2.1. Franchisee must provide written notice of its election to enter into a renewal term not less than six months, nor more than nine months, prior to the end of the Term;

2.2.2.2. Franchisee, its Affiliates, and its Owners must be in Good Standing (as defined in Section 28 (Definitions)) at the time Franchisee requests renewal and through the ending date of the then-current term and must have complied during the Term with the terms and conditions of this Agreement and Related Agreements (as defined in Section 28);

2.2.2.3. Franchisee is not in default under any loan agreement or lease related to the Franchised Business;

2.2.2.4. Franchisee must be then meeting or exceeding the Minimum Monthly Sales Requirement and must not have failed to meet the Minimum Monthly Sales Requirement (as outlined in Section 5.17 (Minimum Monthly Sales Requirement)) two or more times during the last 18 months of the Term;

2.2.2.5. Franchisee has not, in Franchisor's sole discretion, (i) failed to use and cooperate in the use of operating systems and tools provided by Franchisor to improve the Franchised Business and/or the franchise system as a whole; (ii) failed to regularly attend and actively participate in conference calls, meetings, conventions, and other events sponsored or suggested by Franchisor to increase the chance of success and/or maximize the performance of the Franchised Business and/or the franchise system as a whole; (iii) failed to implement new programs and business building initiatives developed for the enhancement of the performance of the Franchised Business; (iv) regularly acted in a combative, inappropriate, or confrontational manner with Franchisor, vendors, customers, or other franchisees; or (v) had an excessive number of customer complaints and/or has not acted reasonably and in the best interests of the franchise system in resolving customer complaints;

2.2.2.6. Franchisee, throughout the term of this Agreement, has satisfied all material reporting requirements and all monetary obligations to Franchisor and any Affiliates of Franchisor, suppliers and creditors (excepting reasonable disputes that Franchisee is attempting in good faith to resolve) within the amount of time specified for satisfaction or cure of default with respect to such obligation.

2.2.2.7. Franchisee meets Franchisor's then-current requirements for franchisees qualifying to become franchisees in the network and demonstrates that (a) it, Controlling Owner, and its Guarantors (as defined in Section 5.5.1 (Corporate Franchisee)) are not insolvent (meaning that it and they can meet all of their obligations as they come due and have not sold, pledged, transferred, or assigned any future proceeds or receivables under this Agreement to a creditor) and (b) it has the financial ability to continue to invest in and grow the Franchised Business and the brand in the Territory;

2.2.2.8. Franchisee must prepare a business plan (containing the information and in the format specified by Franchisor) for the Franchised Business for the renewal term and obtain Franchisor's written approval of such business plan;

2.2.2.9. Franchisee and its trainees satisfactorily complete all additional training Franchisor requires at that time, at Franchisee's expense;

2.2.2.10. Franchisee must execute Franchisor's then-current Franchise Agreement which shall supersede this Agreement when accepted and executed by Franchisor (a "**Renewal Franchise Agreement**") and which may contain terms and conditions different from those set forth in this Agreement, including different or increased fees, a different Territory or territorial rights, or different authorized services. Franchisor may change the Territory granted in the Renewal Franchise Agreement to comply with Franchisor's then-current manner of designating Territories, to correct overlapping territories or other issues, and for other valid business reasons, including an assessment of Franchisee's performance;

2.2.2.11. Franchisee and its Owners must execute a general release (in a form then prescribed by Franchisor, which shall be substantially similar to the form attached hereto as Exhibit B, which is incorporated by reference into this Agreement) of any claims against Franchisor and its Affiliates, and their respective owners, officers, directors, managers, agents, representatives, employees, successors, and assigns (a "**General Release**");

2.2.2.12. Franchisee shall pay a renewal fee in the amount specified in Exhibit A; and

2.2.2.13. Franchisee meets any additional conditions reasonably specified by Franchisor.

2.2.3 Non-renewal. If either (a) Franchisee provides written notice between six and nine months prior to the end of either the Term that Franchisee does not intend to enter into a renewal term, (b) Franchisor determines, in its sole discretion, that Franchisee cannot satisfy the renewal conditions and

provides Franchisee with a notice of non-renewal (the "**Non-Renewal Notice**"), or (c) Franchisee does not have any remaining renewal terms, this Agreement will automatically expire on the last day of the Term.

2.2.4 Temporary Extension. If Franchisee fails to execute the Renewal Franchise Agreement and General Release and complete the renewal process by the expiration of the then-current term and Franchisee continues operating the Franchised Business, then, unless Franchisor has provided Franchisee with a Non-Renewal Notice, the term shall continue on a month-to-month basis provided, however, that Franchisor shall have the right at any time to terminate this Agreement upon its issuance of a written Notice of Termination (the "**Termination Notice**") to Franchisee, which termination shall be effective immediately upon Franchisee's receipt of, or refusal to accept, such Termination Notice (or on the termination date specified in the Termination Notice, if different). If Franchisee fails to fully and completely execute the Renewal Franchise Agreement and General Release and complete the renewal process within 60 days of the commencement of the temporary extension, then, effective immediately thereafter, the monthly Royalties payable under Section 4.1.2 (Royalties) shall increase by an amount equal to 2.5% of Gross Service Sales (as referenced in Section 4.1.3 (Gross Service Sales) and defined in Section 28 (Definitions)) and such higher Royalties shall apply during each ~~week that Franchisee fails to complete the renewal process~~month until (i) the renewal process is completed (including execution of the Renewal Franchise Agreement and General Release and payment of the renewal fee) or (ii) this Agreement is terminated. By accepting any increased Royalties, Franchisor does not waive any of its rights and remedies under this Agreement including, without limitation, the right to terminate this Agreement pursuant to its terms and all such rights and remedies shall be cumulative of every other right or remedy.

3. DUTIES OF FRANCHISOR

3.1 Training.

3.1.1 Initial AOS Training. Unless otherwise specified in Exhibit A, Franchisor shall provide to the Designated Trainees Franchisor's then-current initial training program, which is referred to as the ServiceMaster Academy of Service ("**AOS Training**") at no additional cost. The "**Designated Trainees**" include up to two trainees, which may include Franchisee (if Franchisee is not an entity), Owners, or, if approved by Franchisor, Franchisee's managers. AOS Training may consist of independent study, classroom training, and/or on-the-job training and may be conducted at the times and in the manner designated by Franchisor including all or in part being held virtually (via recorded media, teleconference, videoconference, webinar, or other means that Franchisor designates) or in person at locations designated by Franchisor. Franchisor shall give Franchisee access, via a confidential password, to Franchisor's learning management system, ServiceMaster Brands University ("**SMBU**"), to access various training modules. Fourteen days prior to attending AOS Training, Franchisee is required to complete the initial coursework detailed within various training modules contained within SMBU. In addition, Franchisor will also provide AOS Training to any replacements of the Designated Trainees (including any subsequent Owners or managers). Franchisor reserves the right to charge a training fee for AOS Training, which will not exceed $8,110 per trainee per program, that it designates from time to time for (i) each person in excess of two trainees, (ii) each person who is repeating the course or replacing a person who did not pass, and (iii) each subsequent Owner or manager who attends the course.

3.1.2 Additional Training. Franchisor shall make available such other training programs to Franchisee, or its managers or other employees, as Franchisor deems appropriate. Franchisor may charge Franchisee a reasonable training fee for such additional training programs, which will not exceed $4,000 per trainee per program. All training provided by Franchisor shall be subject to the terms set forth in Section 5.1 (Training) of this Agreement.

3.2 Advisory Assistance. Franchisor shall, upon such terms as it deems advisable, provide continuing advisory assistance in person, virtually (by videoconference, webinar, recorded media, or other means that Franchisor designates), by telephone or in writing on the operation of the Franchised Business.

3.3 Research and Development. Franchisor shall perform continuing research and shall, at its discretion, provide to Franchisee the benefits of such research and development which fall within the scope of the services to be rendered by Franchisee under the License pursuant to this Agreement.

3.4 Service Connection and the Manual; Software. Franchisor shall give to Franchisee access, via a confidential password, to Franchisor's intranet site (referred to as "**Service Connection**") to access the Manual, as more fully described in Section 7.1 (Compliance with the Manual) of this Agreement. If Franchisor requires Franchisee to use any proprietary software, Franchisor shall provide Franchisee with the opportunity to obtain such software from Franchisor, its Affiliates, or a designated vendor, subject to the requirements set forth in Section 5.18 (Required Hardware and Software) of this Agreement.

3.5 Inspections. Franchisor shall continue its efforts to maintain the high standards of quality and service of the System and to that end shall conduct, as and when it deems advisable, inspections, observations and monitoring of the Franchised Business and evaluations of the services provided by the Franchised Business, including the use of mystery calls, phone screen and test operation/sales scripts of personnel at the Franchised Business, by Franchisor to Franchisee. Franchisor will utilize these inspections for, among other things, the purpose of evaluating the "Quality Assured" status of the Franchised Business. Without limiting Franchisor's other rights and remedies under this Agreement, if an inspection reveals that the Franchised Business fails to meet Franchisor's requirements for maintaining the designation as a "Quality Assured" Franchised Business, Franchisee will have 90 days within which to correct, at its own expense, the deficiencies specified by Franchisor and to take the actions necessary to meet Franchisor's Quality Assured requirements. Franchisor then may conduct one or more follow-up inspections to confirm that Franchisee has corrected these deficiencies and otherwise is complying with this Agreement and all its standards and specifications. The failure of Franchisee to meet these requirements within such 90-day period and to pass the Quality Assured inspection when the Franchised Business is re-inspected by Franchisor shall constitute grounds for the termination of this Agreement by Franchisor. If Franchisor exercises any of these inspection rights, Franchisor will use commercially reasonable efforts not to interfere unreasonably with the operation of the Franchised Business. Additionally, for any follow-up inspection, Franchisor may charge Franchisee a fee equal to $500 per representative per day, plus Franchisor and its Affiliates' actual costs and expenses.

3.6 Sale of Products. Franchisor or its Affiliates shall sell to Franchisee materials, supplies, equipment, products, forms, promotional materials, and printed materials approved by Franchisor, as Franchisee, in its discretion, may from time to time desire to order from Franchisor or its Affiliates. Franchisee shall purchase approved products and materials or comply with Franchisor's then-current approval process as described in Section 5.3 (Approved Goods and Approved Suppliers) and in the Manual from time to time.

3.7 Violations by Other Franchisees. In connection with Franchisor's duties under this Agreement, Franchisee understands and agrees that Franchisor shall not be responsible to Franchisee for violations by another franchisee of Franchisor of any agreement between Franchisor and such other franchisee.

3.8 Franchise Council. Franchisor shall convene the National Franchise Council (the "**Franchise Council**") no less than twice each calendar year. The Franchise Council shall be made up of Franchisees in Good Standing under their ServiceMaster Franchise Agreements. The Chairman and members shall be appointed by the then-current members of the Franchise Council, with Franchisor only able to reject such appointments because of the proposed appointee's lack of Good Standing under its Franchise Agreement. The Franchise Council shall serve in an advisory role with no power to override Franchisor's operation of the System or to veto any action by Franchisor.

3.9 Account Management Services. Franchisor may, in its sole discretion, offer account management services ("**Branch 44 Services**") to Franchisee, if Franchisee requests such optional services. The Branch 44 Services include (a) managing communications with a Territory Account, (b) referring leads related to Territory Accounts to System Businesses, (c) coordinating the completion of such jobs, (d) providing customer service support for such jobs, and (e) preparing invoices for, and collecting and distributing revenue from, such jobs. If Franchisor provides Branch 44 Services to a particular Territory Account of Franchisee, Franchisor will collect a Referral Fee (as defined in Exhibit A) from the System Business that provides services to the Territory Account (including any System Businesses operated by Franchisor or its Affiliates) and will retain 50% of the Referral Fee collected from such System Business as consideration for the Branch 44 Services and distribute the remaining 50% of the collected Referral Fee to Franchisee as consideration for sharing the lead with such other System Business. Franchisor will distribute the remainder of the revenue generated from such a job to the System Business that provides the services to the Territory Account. Franchisor will not be obligated to provide Branch 44 Services to Franchisee and may, in its sole discretion, refuse to provide Branch 44 Services to a particular Territory Account or for a particular job. If Franchisor provides the Branch 44 Services to Franchisee, Franchisor will not be liable to Franchisee or any third party for, and Franchisee shall indemnify the Franchisor Indemnitees (as defined in Section 17.3 (Indemnification)) for, (i) the acts or omissions of any System Businesses related to a Territory Account, (ii) the loss of any Territory Accounts or any reduction of leads or revenue from any Territory Accounts, (iii) any claims asserted by Territory Accounts, System Businesses, or other third parties related to providing services to such Territory Accounts, and/or (iv) any failure to collect monies owed from any Territory Accounts.

4. FEES

4.1 Fees Payable by Franchisee. In consideration of the license granted in this Agreement, Franchisee shall pay to Franchisor the following fees:

4.1.1 Initial License Fee. Upon submission of this Agreement for execution by Franchisor, Franchisee shall pay to Franchisor the Initial License Fee set forth in Exhibit A. Upon the execution of this Agreement by Franchisor, the Initial License Fee shall be deemed fully earned and non-refundable.

4.1.2 Royalties. Franchisee shall pay to Franchisor continuing monthly royalties during the term of this Agreement in an amount specified in Exhibit A on all types of services sold under the Marks by Franchisee or its employees in accordance with Franchisor's then-current royalty policy as set forth in the Manual ("**Royalties**"). The Royalties are paid in consideration of the license to use the System and Marks.

4.1.3 Gross Service Sales. "**Gross Service Sales**" is defined in Section 28 (Definitions).

4.2 Marketing and Technology Fees.

4.2.1 Ad Fund Contribution. Franchisor has established an Ad Fund, as provided under Section 10.3 (Advertising Fund) of this Agreement. Franchisee shall pay into the Ad Fund, on a monthly basis, the amount specified in Exhibit A (the "**Ad Fund Contribution**").

4.2.2 Technology Fees. Franchisor may require Franchisee to pay a monthly fee for various technology-related products and services (the "**Technology Fees**"). Franchisor will specify the Technology Fees and the related products and services in the Manual. Franchisor may increase the Technology Fees and change the related products and services from time to time, provided that the fee will not exceed 150% of Franchisor's and its Affiliates' costs and expenses related to developing, providing, licensing, maintaining, and/or procuring such products and services.

4.3 Other Fees.

4.3.1 Complaint Resolution Fee. If Franchisor, in its sole discretion, attempts to resolve any customer or third-party complaints or disputes relating to the Franchised Business in accordance with Section 5.4.3 (Franchisor Intervention) of this Agreement, Franchisee must pay Franchisor the sum of $500 (which may be increased by Franchisor, provided that it will not exceed $750) plus any costs and expenses that Franchisor and its Affiliates incur resolving or attempting to resolve such complaint (the "**Complaint Resolution Fee**").

4.3.2 Insurance Procurement Fee. If Franchisee fails to obtain required insurance and Franchisor, in its sole discretion, procures insurance coverage on Franchisee's behalf, Franchisee must pay Franchisor up to 150% of any costs and expenses that Franchisor and its Affiliates incur procuring such insurance (the "**Insurance Procurement Fee**").

4.3.3 Transfer Fee. If a Control Transfer occurs, Franchisee must pay Franchisor a transfer fee (the "**Transfer Fee**"). The Transfer Fee shall be equal to ~~(i) $12,000, except the Transfer Fee shall be (a) $3,500 if the Transfer is to an Owner's child who is at least 18 years of age or to an approved manager of the Franchised Business for at least five years that is current on all Franchisor-required training and certifications, (b) $500 if the Transfer is to an existing Owner, and (c) $500 if the Transfer is to a spouse of an existing Owner; plus (ii) Franchisor's and its Affiliates' costs and expenses incurred in connection with the Transfer, including attorneys' fees.~~the amount specified in Exhibit A.

4.3.4 Change Fee. When (a) notifying Franchisor of a Non-Control Transfer, including adding, deleting, or changing an Owner's name; (b) changing Franchisee's entity name; (c) changing Franchisee's DBA (doing business as) name; (d) changing Franchisee's form of entity; or (e) making any mutually agreed modifications to this Agreement, Franchisee must pay to Franchisor the then-current change fee (currently, $500 per change), as specified in the Manual from time to time (the "**Change Fee**"). The Change Fee may be increased from to time, provided that it will not exceed $750. For Non-Control Transfers, the Change Fee will be charged per person, per transfer, and per franchise agreement. There is no charge to change Franchisee's DBA name or form of entity during the first year of operation of the Franchised Business. If any changes are being made in conjunction with a Control Transfer, the Transfer Fee shall apply, instead of the Change Fee.

4.3.5 Non-Compliance Fee. If Franchisor determines that Franchisee has violated any of its obligations under this Agreement, including any failure to comply with any standards set forth in the Manual, including the Standards, in addition to any other remedies Franchisor may be entitled to, Franchisor reserves the right to charge Franchisee one or more non-compliance fees (each, a "**Non-Compliance Fee**") upon written notice to Franchisee. The Non-Compliance Fees (a) shall be $1,000 per single violation per day, unless otherwise specified in the Manual or otherwise in writing, (b) may be modified from time to time upon written notice to Franchisee, provided that it will not exceed $2,000 per single violation per day, (c) may be charged repeatedly (as frequently as daily) if the non-compliance is ongoing, and (d) may vary based on the severity of the violations, the number of violations, and whether the violations have been repeated.

4.3.6 Tax Reimbursements. Franchisee must pay Franchisor, or its Affiliate or designee, promptly when due, all sales taxes, use taxes, personal property taxes, and other taxes imposed upon Franchisor or its Affiliates or collected from Franchisor or its Affiliates on account of goods and services Franchisor or its Affiliates furnish to Franchisee through sale, lease, or otherwise, or on account of Franchisor's collection of the initial license fee or other fees, Royalties, or other payments required under this Agreement or any Related Agreement.

4.3.7 Lead Fee. If Franchisor refers a qualified lead to Franchisee or an existing Owner and such qualified lead purchases Franchisee's or such Owner's interests in this Agreement, Franchisee, or

the Franchised Business within 18 months of Franchisor's referral of such lead, Franchisee shall pay Franchisor a lead fee equal to $10,000, which shall be in addition to any applicable Transfer Fee. A "**qualified lead**" is defined as someone who has passed Franchisor's screening process, national background check, a credit check, and a phone interview. Franchisor is not responsible for locating leads and does not represent that it will do so.

4.4 Due Dates and Reports. The Royalites, Ad Fund Contribution, and Technology Fees (collectively, the "**Operating Fees**") shall be paid to Franchisor, and any monthly reports required under Section 9.2 (Monthly Gross Service Sales Reports) of this Agreement shall be reported to Franchisor, by the days of each month specified by Franchisor in the Manual or otherwise in writing for the preceding calendar month. Franchisee will report monthly Gross Service Sales (as well as any fees due based on Gross Service Sales, such as Royalties and Ad Fund Contributions) via online reporting, or in any other manner as designated by Franchisor. Any payment or report not actually received by Franchisor on or before such date shall be deemed overdue.

4.5 Payment Method; Automatic Debit; Interest.

4.5.1 Payment Method. Franchisee must make all payments to Franchisor by the method or methods that Franchisor specifies from time to time in the Manual, which may include payment via wire transfer or electronic debit from Franchisee's bank account (the "**Account**"). Franchisee must furnish Franchisor and its bank with all authorizations necessary to effect payment by the specified methods and must take all steps necessary to ensure that such authorizations remain valid. Currently, Franchisee must make all payments due under this Agreement (including payments for products or services purchased from Franchisor or its Affiliates) by electronic debit from the Account, which Franchisor may initiate by auto draft. Franchisee must sign the electronic funds transfer authorization form that is attached as Exhibit C (and any subsequent form required by Franchisor from time to time) and deliver a copy of the authorization to Franchisor within five business days of its request. Franchisee must maintain sufficient funds in the Account to permit Franchisor to withdraw the Operating Fees and other amounts due from time to time. Franchisor's use of electronic funds transfers as a method of collecting amounts due does not constitute a waiver of any of Franchisee's obligations to provide Franchisor with sales reports as required in this Agreement, nor shall it be deemed a waiver of any of the rights and remedies available to Franchisor under this Agreement.

4.5.2 Automatic Debit. If Franchisee has not reported Gross Service Sales of the Franchised Business to Franchisor for any reporting period, Franchisor will be authorized to debit the Account in an amount equal to the greater of the non-reported payment (if Franchisor can reasonably estimate or determine the owed amount) or 120% of the average Operating Fees transferred from the Account in the previous 12 reporting periods in which a report of the Gross Service Sales of the Franchised Business was provided to Franchisor (or, if there have not been 12 such reporting periods, the number of reporting periods for which such report was received). If at any time Franchisor determines that Franchisee has under-reported the Gross Service Sales of the Franchised Business or underpaid Operating Fees due Franchisor under this Agreement, Franchisor will be authorized to immediately initiate a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after Franchisor and Franchisee determine that such credit is due.

4.5.3 Late Fees and Interest. If any payment is overdue, Franchisee must pay to Franchisor, on demand, interest, compounded daily, on all overdue payments from the date the payment was due until paid equal to the lesser of (i) 2% per month or (ii) the maximum rate of interest permitted by law. If any payment or sales report is overdue, Franchisee must also pay to Franchisor a late fee in the amount of (a) for the first four weeks after the due date, $200 for each week that such report or payment is late and (b) thereafter, $500 for each week that such report or payment is late. Franchisee acknowledges that this Section is not Franchisor's agreement to accept any payments after they are due and that any late

payments are a default under this Agreement. The right to collect interest and late fees shall be in addition to any other remedies Franchisor may have. In addition, Franchisee agrees to pay any expense incurred by Franchisor, including costs, bank fees, and attorneys' fees, related to the collection of any fees or payments due under this Agreement.

4.6 Application of Payments. When Franchisor receives a payment from Franchisee, Franchisor has the right in its sole discretion to apply it as Franchisor sees fit to any past due indebtedness of Franchisee due to Franchisor or its Affiliates, whether for Royalties, Ad Fund Contributions, other Operating Fees, purchases, interest, or for any other reason, regardless of how Franchisee may designate a particular payment to be applied. In addition, Franchisor may offset any amount otherwise due to Franchisee, against any amount owed to Franchisor. Franchisor may, in its sole discretion, retain any amounts received for Franchisee's account (and/or that of any Affiliate of Franchisee), whether (i) rebates from suppliers, ~~national account or program work~~(ii) revenue from Optional Programs, (iii) payments~~, or~~ from customers, Territory Accounts, National Accounts, or insurance carriers, or (iv) otherwise, as (a) security for amounts owing to Franchisor in the next 90 days (upon Franchisor's reasonable believe of Franchisee's insolvency or financial mismanagement) or (b) payment against any amounts owed to Franchisor, including then-current Royalties and Ad Fund Contribution which accrue to Franchisor from such national account or program work payments. Franchisor can exercise any of the foregoing rights in connection with amounts owed to or from Franchisor and/or any of its Affiliates.

5. DUTIES OF FRANCHISEE

5.1 Training. At least one Designated Trainee must attend and successfully complete AOS Training to Franchisor's satisfaction (as determined by Franchisor in its sole discretion) (i) within the next three scheduled sessions of the AOS Training that take place after the Effective Date and (ii) prior to opening the Franchised Business. If the purchase of this License is in conjunction with the purchase of an additional SM License of a different type or another ServiceMaster Clean® or ServiceMaster Restore® franchise, the completion of all training required by Franchisor must occur within six months of the Designated Trainees first attending AOS Training. If Franchisee has two Designated Trainees, the Designated Trainees may split AOS Training, provided that one Designated Trainee successfully completes part of AOS Training and the other Designated Trainee successfully completes the remainder of AOS Training. Franchisee's representatives may not attend AOS Training until Franchisee confirms that such trainees are covered by its workers' compensation insurance. If the Designated Trainees do not successfully complete all required training for each SM License within the required time period, in addition to any other remedies Franchisor may exercise, Franchisee will pay Franchisor's then-current AOS Training fee when such Designated Trainees attend and complete AOS Training, which will not exceed $8,110 per trainee per program. If any individual originally trained by Franchisor is replaced by another individual, Franchisee agrees to have the replacement owner or manager attend and successfully complete AOS Training, at Franchisee's cost and expense, within the next three scheduled sessions of the AOS Training that take place after such replacement. Franchisee, its managers, or other employees, as designated by Franchisor, shall attend and complete to Franchisor's satisfaction, such other training programs as Franchisor may require in the Manual or otherwise in writing. All expenses incurred for any training including training fees (if applicable) and the cost of travel, room, board and wages, shall be paid by Franchisee.

5.2 Compliance with System. Franchisee shall operate the Franchised Business in conformity with the System, including the uniform methods, Standards and specifications as Franchisor may from time to time prescribe in the Manual or otherwise in writing to ensure that the highest degree of quality and service is uniformly maintained. Franchisee agrees:

5.2.1 To maintain in sufficient supply, and use at all times, only such vehicles, products, materials, equipment, supplies, computer software and paper goods that conform with Franchisor's Standards and specifications, and to refrain from deviating from Franchisor's Standards and specifications by using nonconforming items.

5.2.2 To sell or offer for sale only such services which meet Franchisor's uniform standards of quality and performance for the License as provided in the Manual or otherwise in writing by Franchisor; to sell or offer for sale all approved services; to refrain from any deviation from Franchisor's Standards and specifications for providing or selling the same; and to discontinue selling and offering for sale any services as Franchisor may, in its discretion, disapprove or discontinue in writing at any time.

5.2.3 To refrain from engaging Subcontractors to perform any Core Services, unless otherwise permitted in Exhibit A, the Manual, or in a written consent given by a director (or higher) level employee of Franchisor. All Subcontractors must meet Franchisor's then-current minimum qualifications and, unless otherwise specified in the Manual, must be approved by Franchisor in writing.

5.2.4 To permit Franchisor or its agents, at any reasonable time, to enter Franchisee's business premises for the purpose of conducting a Quality Assured review and other inspections and to remove from the premises samples of any inventory items without payment for such items, in amounts reasonably necessary for testing by Franchisor or an independent certified laboratory to determine whether the samples meet Franchisor's then-current standards and specifications.

5.2.5 To support the national programs instituted by Franchisor to generate service sales including the promotion of telephone numbers and websites specified in the Manual, prompt and courteous response to information and service requests, and compliance with requirements established by Franchisor to implement and maintain such programs.

5.2.6 To maintain a live answering service or automated message system allowing immediate connection to a live service or voice for telephone calls to the Franchised Business during the business hours specified by Franchisor in the Manual or otherwise in writing.

5.2.7 To check daily Franchisee's e-mail mailbox assigned by Franchisor and Franchisor's proprietary websites such as Service Connection for communications between Franchisee and Franchisor, and to keep the password issued to Franchisee for access to Franchisor's website confidential at all times.

5.2.8 To comply with all reasonable requirements of Franchisor to measure Franchisee's customer satisfaction with the services provided by Franchisee under this Agreement, and to participate in all programs of Franchisor designed to review and improve the process of operating the Franchised Business including www.tellservicemaster.com and the audio taping of mystery calls initiated by Franchisor to the Franchised Business.

5.2.9 To acquire and maintain, at all times, a properly identified vehicle which satisfies the standards and specifications that Franchisor may from time to time prescribe in the Manual or otherwise in writing.

5.2.10 To offer and provide services to all customers throughout the entire Territory in a timely, fair, and equitable manner.

5.3 Approved Goods and Approved Suppliers.

5.3.1 Specifications and Sourcing Requirements. Franchisor has the right to require that products, supplies, furniture, fixtures, equipment, and services (collectively, **"Goods"**) that Franchisee purchases for resale or purchases or leases for use in the Franchised Business: (i) meet specifications that Franchisor establishes from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from suppliers approved by Franchisor; (iv) be purchased or leased only from a single source that Franchisor designates (which may include Franchisor or its Affiliates or a buying cooperative organized by

Franchisor or its Affiliates); and/or (v) be purchased as part of a purchasing program, arrangement, or contract that Franchisor negotiates or specifies. To the extent that Franchisor establishes specifications, requires approval of suppliers, or designates approved suppliers for particular Goods, Franchisor will publish its requirements in the Manual or otherwise in writing.

5.3.2 Approval Process. If Franchisor establishes sourcing requirements or required specifications for a certain Good or category of Goods and Franchisee would like to deviate from such requirements by using a different supplier or a Good that does not meet such specifications, prior to using such non-conforming Goods or suppliers, Franchisee must submit to Franchisor a written request for approval and a representative sample sufficient for end-use evaluation, together with the manufacturer's product identification and specifications and other information as Franchisor reasonably requires to determine whether such Good and/or supplier or distributor meets its specifications and standards. Franchisor may condition its approval of a supplier or distributor on requirements relating to product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), any adverse economic impact on Franchisor, its Affiliates, or the franchise network, and/or other criteria. Franchisor shall notify Franchisee within a reasonable time (which typically ranges between 20 and 150 days, depending on the type of Good) whether it approves such products, supplier and/or distributor. If Franchisee does not receive Franchisor's approval within 150 days after submitting all of the information that Franchisor requests, Franchisor's failure to respond will be deemed a disapproval of the request. Franchisor may charge a fee of $500 per cleaning product and $1,000 per equipment product to conduct such inspection. Franchisor reserves the right to periodically re-inspect the products and services of any approved or designated supplier or distributor and to revoke its approval of any supplier, distributor, product or service that does not continue to meet Franchisor's then-current criteria.

5.3.3 Revenue from Purchases. Franchisee acknowledges and agrees that Franchisor and its Affiliates (a) may derive revenue based on Franchisee's purchases and leases, including from charging Franchisee for products and services that Franchisor or its Affiliates provide and from promotional allowances, volume discounts, commissions, rebates, and other payments made to Franchisor or its Affiliates by manufacturers, suppliers, and/or distributors that Franchisor designates or approves and (b) are entitled to retain and use all such amounts without restriction for any purposes Franchisor or any of its Affiliates deem appropriate.

5.4 Staffing and Customer Service.

5.4.1 Uniforms and Appearance. Franchisee and all employees of Franchisee, while engaged in performance of the services provided by the Franchised Business, shall wear uniforms conforming in color and design to the specifications designated by Franchisor in the Manual or otherwise in writing. Franchisee and all employees of Franchisee shall at all times while on duty present a neat and clean appearance and render competent, sober and courteous service to the customers of the Franchised Business.

5.4.2 Customer Inquiries and Complaints. Franchisee must promptly respond to any and all customer or third-party inquiries or complaints or negative online reviews and achieve customer or third-party satisfaction of reasonable complaints by refunding monies, fixing or replacing damaged property, redoing services, providing service credits, or taking other actions that may be reasonably necessary or appropriate to resolve a complaint to the customer's satisfaction.

5.4.3 Franchisor Intervention. Franchisor may, but is not required to, immediately and directly respond to and settle customer or third-party complaints where, in its sole discretion, Franchisor determines intervention by the Franchisor is appropriate to protect the brand or where Franchisee has failed to promptly or adequately resolve such complaints. Franchisee hereby authorizes Franchisor to manage and settle all such customer or third-party complaints on the Franchisee's behalf and agrees to pay

Franchisor the Complaint Resolution Fee for such assistance. Franchisee's repeated failure to promptly resolve material, substantiated customer or third-party complaints shall constitute a breach of this Agreement.

5.4.4 Managers. Franchisee must monitor and be responsible for any managers employed by Franchisee. Any manager must successfully complete AOS Training and must devote their full time and best efforts to the operation of the Franchised Business, but they do not need to be an Owner.

5.4.5 Staffing and Employment Decisions. Franchisor may provide advice, materials, policies and training modules that address suggested or recommended staffing for the efficient operation of a Franchised Business, and for delivering services in accordance with Franchisor's Standards, including customer service standards and brand standards. Even though Franchisor may offer suggestions, advice, guidelines, or programs, Franchisee will have sole responsibility for all employment decisions and functions related to its Franchised Business, including hiring, firing, promoting, demoting, compensation, benefits, scheduling of employee work hours and shifts, work rules, record-keeping, supervision, and discipline of employees. Franchisee must ensure that its employees are qualified to perform their duties in accordance with Franchisor's Standards. Franchisor does not require Franchisee to implement any employment-related policies or procedures or security-related policies or procedures that Franchisor may make available to Franchisee in the Manuals or otherwise.

5.5 Corporate Franchisee. Franchisee agrees that its authorization to operate as a corporation or limited liability company shall be conditioned on the following requirements:

5.5.1 Unless otherwise agreed to by Franchisor or otherwise stated in the Manual, Franchisee's Owners that directly or indirectly hold a 15% or greater ownership interest in Franchisee's entity shall at all times be personally bound by the terms of this Agreement and shall execute the "Personal Guaranty and Agreement to be Bound Personally by the Terms and Conditions of the Franchise Agreement" (the "**Guaranty**"), the current form of which is incorporated into this Agreement and attached as Exhibit D, which shall be executed and effective from the Effective Date. Owners and any other entities or individuals that sign such Guaranty are referred to as "**Guarantors**."

5.5.2 Each stock certificate of Franchisee or document reflecting an equity ownership interest in Franchisee shall have conspicuously endorsed upon its face a statement in a form satisfactory to Franchisor that it is held subject to this Agreement, and that any assignment or transfer of the stock certificate is subject to all restrictions imposed upon assignments by this Agreement.

5.5.3 Certified copies of Franchisee's Articles of Incorporation or Organization, By-Laws or Operating Agreement, and other governing documents, including the resolutions of the Board of Directors or Board of Managers authorizing entry into this Agreement, must be delivered to Franchisor.

5.5.4 If Franchisee is an individual or a partnership and wishes to form a legal entity, Franchisee shall obtain prior written approval of Franchisor for the transfer of the rights and duties under this Agreement to the new entity and Franchisee shall transfer this Agreement and the Franchised Business to the new entity in accordance with the provisions of Section 12.2.7 (Transfer to an Entity) of this Agreement. The then-current Change Fee may be charged for such a transfer.

5.6 Ownership Interests. If Franchisee is a corporation, limited liability company, or other form of entity, all of its Owners as of the Effective Date shall be listed on Exhibit A. Except in accordance with a Transfer permitted under the terms of this Agreement or as otherwise permitted by Franchisor, the Controlling Owner(s) shall maintain the Controlling Ownership Interest during the entire Term and any Renewal Franchise Agreement.

5.7 Operation of Franchised Business. Franchisee shall maintain a clean and safe place of

business in compliance with all Applicable Laws, and with the Occupational Safety and Health Act standards. Franchisee must at all times operate the Franchised Business in a competent manner and in full compliance with all aspects of the System specified by Franchisor. In all business dealings with the public and with Franchisor, Franchisee will be governed by the highest standards of honesty, integrity, fair dealing, and ethical conduct and act at all times to support and grow the System. Franchisee must not engage in any activity or practice that results in or may reasonably be anticipated to result in damage to Franchisor's business reputation, or result in or reasonably be anticipated to result in any public criticism of the System or Marks.

5.8 Compliance with Applicable Laws. Franchisee must, at its expense, comply with all Applicable Laws pertaining to the operation of the Franchised Business. It is Franchisee's sole and absolute obligation to research all Applicable Laws governing the operation of the Franchised Business and to ensure that such operation does not violate any Applicable Laws. For example, there are various federal laws that could affect Franchisee's business and that Franchisee must comply with such as the American with Disabilities Act, the CAN-SPAM Act, the Telephone Consumer Protection Act (the "**TCPA**"), the Telemarketing Sales Rule (TSR), other federal and state anti-solicitation laws regulating marketing phone calls, and federal and state laws that regulate data security and privacy (including but not limited to the use, storage, transmission, and disposal of data regardless of media type), employment matters, and environmental matters. Franchisee should investigate these laws to understand its potential legal obligations. Franchisee must also comply with all applicable Payment Card Industry standards. Franchisee will, at its expense, be absolutely and exclusively responsible for determining the licenses and permits and certifications required by Applicable Laws for the Franchised Business and for obtaining and qualifying for all such licenses and permits and certifications.

5.9 Payment of Obligations. Franchisee will timely pay all of its obligations and liabilities when payable to Franchisor, Franchisee's suppliers, lessors and creditors.

5.10 Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Franchisor any fees or amounts described in this Agreement are not dependent on Franchisor's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

5.11 Responsibility for Services. Franchisee shall be solely responsible for the services and results of such services which are performed under this Agreement. Such responsibility will remain a continuing obligation beyond the termination of this Agreement regardless of the cause for the termination.

5.12 Use of Franchisee Information. Franchisee agrees to give Franchisor and those acting under its authority the right to reasonably and fairly use Franchisee's (or, if applicable, Franchisee's officers' and directors') name, photograph or biographical material in any publication, circular or advertisement related to the business of Franchisor or Franchisee in any place for an unlimited period without compensation.

5.13 Ongoing Training and Meetings.

5.13.1 Ongoing Training. Franchisee must stay current with any changes or developments relating to the System, including any changes specific to the License. To that end, each year during the Term, Franchisee (or if Franchisee is an entity, an officer and at least one Owner of the Franchised Business) must attend, solely at Franchisee's expense, at least three of the seminars, workshops, conventions, or meetings offered by Franchisor for its franchisees (including the annual convention, which counts as one of the three required attendance events) and must pay any registration fees specified by Franchisor for such events, which will not exceed $2,000 per attendee per regional meeting or convention and $4,000 per attendee per training program, seminar, or workshop.

5.13.2 Annual Convention. For each year Franchisor holds an annual convention, Franchisee is required to register and pay the then-current registration fee for at least one representative of

Franchisee, who must be either (i) an Owner, (ii) a manager, or (iii) another person who has been approved by Franchisor. ~~If Franchisee owns more than one System Business, then Franchisee must send at least one representative for one to two System Businesses, two representatives for three to four System Businesses, three representatives for five to six System Businesses, four representatives for seven to eight System Businesses, five representatives for nine to 10 System Businesses, six representatives for 11 to 12 System Businesses, and seven representatives for 13 or more System Businesses.~~ Franchisee may send to any annual convention more than the minimum number of representatives detailed in the prior sentence, provided Franchisee pays the registration fees and other costs and expenses associated with such representatives attending convention. If Franchisee fails to have ~~the minimum number of representatives~~a representative attend the required annual convention for two consecutive conventions, and there is no valid business reason, as determined by Franchisor, in its sole discretion, then Franchisee must pay Franchisor ~~for each absent representative~~ up to 150% of the then-current convention registration fee.

5.14 Compliance with Requirements. Franchisee shall comply with all other requirements set forth in this Agreement and in the Manual.

5.15 Licensing and Certifications. Franchisee must, at all times during the operation of the Franchised Business, acquire and maintain all federal, state and industry-specific licensing and certifications as required in Franchisee's local jurisdiction and as otherwise required by Franchisor. Franchisor may require Franchisee to obtain and maintain (at Franchisee's own expense) certain certifications, training, or licenses provided by Franchisor, its Affiliates, or third parties as a prerequisite for Franchisee to (i) provide certain products or services, (ii) provide products or services to customers in certain specialty industries or certain types of customers, and/or (iii) participate in certain sales or lead generation programs. Franchisor shall publish such requirements, which are subject to change from time to time, in the Manual.

5.16 Optional Programs.

5.16.1 Participation in Optional Programs. Franchisee may elect to participate in certain additional programs, including ~~national accounts~~National Accounts programs, other sales or lead generation programs, or other programs that may be offered by Franchisor from time to time ("**Optional Programs**"), as such programs are described and updated in the Manual and other written guidelines, policies, and agreements. Franchisor may, in its sole discretion, refer leads generated from National Accounts, System Businesses, and other lead generation sources to participants in certain Optional Programs. In order to qualify for participation in such Optional Programs, Franchisee must be in Good Standing and meet any other qualifications specified in the Manual or otherwise in writing~~, which may change from time to time~~. Franchisee may be required to enter into separate agreements specified by Franchisor, including agreements with Affiliates or various third parties, to participate in certain Optional Programs~~ and may be required to pay fees to~~. Franchisor~~, its Affiliates, or program participants in accordance with the terms of such agreements.~~ may, in its sole discretion, modify the minimum requirements to participate in any Optional Programs, as well as the terms of the Optional Programs and any Related Agreements or standards, and Franchisee must comply with such modifications and enter into new agreements as a condition of continuing to participate in the applicable Optional Program.

5.16.2 Fees for Optional Programs. For each Optional Program, Franchisee may be required by Franchisor, its Affiliates, or third parties to pay fees to Franchisor, its Affiliates, insurance carriers, and/or program participants related to participating in Optional Programs, receiving leads generated through Optional Programs, or performing jobs generated through Optional Programs (the "**Optional Program Fees**"). Such Optional Program Fees are in addition to all other fees specified in this Agreement, Related Agreements, or any other agreements, and the fee caps described below for the Optional Program Fees shall not apply to, or impact, any other fees specified in this Agreement, Related Agreements, or other agreements. The Optional Program Fees are specified in Exhibit A.

5.16.3 Providing Services to Optional Program Jobs. If Franchisee provides any goods or services to customers referred to them through an Optional Program, Franchisee must adhere to the terms and conditions set out in any agreements that Franchisor or its Affiliates have negotiated with the customers or referral sources and any other program requirements specified in Related Agreements, the Manual, or otherwise in writing, all of which may be modified from time to time. Franchisor may require Franchisee to service jobs referred to them through Optional Programs as a condition of participating in such programs.

5.16.4 Optional Program Acknowledgements. Franchisee acknowledges and agrees that (a) they may not receive and are not entitled to receive leads and/or jobs from ~~national account programs~~Optional Programs offered by Franchisor from time to time, and ~~that~~(b) if they do receive such leads or jobs: (~~a~~i) those leads or jobs may not be distributed equally; (~~b~~ii) the model for distributing those leads will be designated in Franchisor's sole discretion and may be modified from time to time; (~~c) national account~~iii) customers or insurance carriers may limit the number of participating franchisees in a market and direct work to specific franchisees; and (~~d~~iv) lead and/or job volume varies greatly across the United States, ~~and that~~with some geographic regions ~~have~~having few or no leads/jobs~~; and (e) Franchisee, in certain circumstances, may be required to pay a referral fee of up to 10% of the total invoice amount for any jobs generated from such national account programs~~. Franchisee acknowledges and agrees that (~~i~~x) Franchisor is not obligated to maintain or offer Optional Programs, (~~ii~~y) there is no assurance that Franchisee will be permitted to participate in Optional Programs, and (~~iii~~z) there is no assurance that Franchisee will receive any benefits from any Optional Programs in which Franchisee participates.

5.17 Minimum Monthly Sales Requirement. Beginning in the 13th full month of operation of the Franchised Business, Franchisee's right to continue operating in the Territory is contingent upon Franchisee earning the minimum amount of Gross Service Sales specified in Exhibit A in each month of the Term (the "**Minimum Monthly Sales Requirement**"). In any subsequent renewal agreements, the Minimum Monthly Sales Requirement for the Franchised Business may be increased. Franchisor may terminate this Agreement if Franchisee fails to meet the Minimum Monthly Sales Requirement three times in any nine-month period (except in the event that local economic conditions and/or extenuating circumstances materially affect sales potential which, in Franchisor's sole discretion, affects Franchisee's ability to meet such sales levels).

5.18 Required Hardware and Software.

5.18.1 System Components. Franchisee must, at its expense, acquire and use the computer systems, hardware, tablets, mobile devices, printers, software, apps, websites, network connections, and firewall services (collectively, "**System Components**") Franchisor specifies for the operation of the Franchised Business, including software used to manage the Franchised Business, provide products and services in accordance with the Standards, and/or interact with Franchisor's accounting, customer relationship, or other technology systems. In addition, Franchisor may develop or designate new or modified System Components in the future and may deauthorize the use of certain System Components, provided that Franchisor will provide at least 30 days' notice of any changes to System Components. Franchisee acknowledges that different or additional System Components may be required for Franchisee to participate in certain Optional Programs or to receive jobs from certain customers or referral sources. Franchisor may require Franchisee to obtain, update, and use specified System Components from vendors designated by Franchisor. Franchisee may be required incur costs to purchase, lease, and/or license new or modified System Components and to obtain service and support for the System Components during the term of this Agreement. All System Components must be updated, maintained, and used in compliance with Franchisor's specifications. Franchisor may require Franchisee to electronically upload or transmit information on a periodic basis (including daily) or may require Franchisee to provide Franchisor, or its designee, with independent, remote access to any System Components used in the Franchised Business.

5.18.2 Software. If Franchisor requires Franchisee to use any proprietary software or to

purchase any software from a designated vendor, Franchisee must execute, and pay any fees associated with, any software license agreements that Franchisor or the licensor of the software require ("**Software Licenses**"). If Franchisor requires Franchisee to purchase any Software Licenses from Franchisor or its Affiliates, the fee will be incorporated into the Technology Fees. If this Agreement is being executed for the first time by a new franchisee for its first System Business (as either a new Franchised Business or as the acquirer of an existing Franchised Businesses), Franchisee must obtain any required software and enter into any Software Licenses prior to opening the Franchised Business. If Franchisee is an existing franchisee that is entering into this Agreement to renew its right to operate the Franchised Business or to obtain the right to operate an additional System Business, Franchisee must (i) obtain any required software and enter into any Software Licenses within six months of the date of execution of this Agreement or (ii) use in the Franchised Business a software system that is comparable to that specified by Franchisor and has been approved in advance by Franchisor in writing. Franchisor shall have a period of 60 days from the date of receipt of such request to approve or disapprove the comparable software proposed to be used by Franchisee. If Franchisor does not respond within the 60-day period, the use of the software shall be deemed disapproved by Franchisor. Franchisee's breach of any Software Licenses related to the operation of the Franchised Business will be deemed to be a material breach of this Agreement. Franchisee shall use any proprietary software only in the operation of the Franchised Business.

5.19 Restriction on Use of Affiliates. Franchisee must not use Affiliates in connection with the operation of the Franchised Business (including the use of Affiliates to sell, lease, loan, or allow to use personal property or services, such as vehicles, to the Franchised Business) without Franchisor's prior written consent, which Franchisor may withhold in its sole discretion. As a condition to obtaining Franchisor's consent, Franchisor may require Franchisee's Affiliates to guarantee Franchisee's obligations to Franchisor, provide a business plan, and/or provide periodic reporting of financial and other information.

6. INTELLECTUAL PROPERTY

6.1 Marks.

6.1.1 Right to Use the Marks. Franchisee's limited license extends only to use of the Marks in accordance with (a) all applicable standards, operating procedures, policies and guidelines that Franchisor prescribes—and from time to time amends—during the duration of this Agreement, including, without limitation, those set forth in the most current edition of the Manual and other publications, if any, dedicated to proper use of the Marks; and (b) all Applicable Laws pertaining to advertising and marketing, including, without limitation, federal and state laws pertaining to telemarketing (including the TCPA), false advertising, unfair competition, and unfair practices. Franchisee acknowledges that Franchisee's right to use the Marks is derived solely from this Agreement and is limited to the operation of the Franchised Business in compliance with this Agreement.

6.1.2 Ownership of the Marks. Franchisee acknowledges the ownership by Franchisor's Affiliate of the Marks and the validity and enforceability of the Marks, and expressly covenants that during the Term of this Agreement, and after the expiration or termination of this Agreement, Franchisee shall not, directly or indirectly, contest or aid in contesting the validity or ownership of the Marks or take any other action in derogation of the Marks. Franchisee agrees to execute all documents requested by Franchisor or its counsel that are necessary to obtain protection for the Marks or to maintain their continued validity or enforceability. Franchisor further represents that it is licensed to grant Franchisee the right to use the Marks consistent with the terms of this Agreement.

6.1.3 Use of the Marks. Franchisee agrees to use the Marks as the sole service mark identification of the Franchised Business. It is understood and agreed that this license to use the Marks applies only to their use in connection with providing the services included in the License under this Agreement and includes only such Marks as are now or may hereafter be designated by Franchisor in

writing for use by Franchisee, and no other Marks of Franchisor or its Affiliates now existing or yet to be developed or acquired by Franchisor. Franchisee shall promote and offer for sale under the Marks only those services which meet Franchisor's prescribed Standards and specifications, as they may be revised and amended by Franchisor from time to time in the Manual or otherwise in writing.

6.1.4 Display of the Marks. Franchisee shall observe all requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of Franchisee as Franchisor may direct in writing from time to time. Franchisee agrees to provide and advertise its services only under the d/b/a. name listed on Page 1, except for identification of the ServiceMaster trademarked vehicle, as set forth in the Manual and use the Marks designated by Franchisor in Exhibit A or otherwise in writing by Franchisor for that purpose. Franchisee further agrees that all forms and stationery used in connection with the Franchised Business shall prominently include the phrase, "An independent business licensed to serve you by *ServiceMaster Clean/Restore SPE LLC."*

6.1.5 Goodwill. Franchisee understands and agrees that its non-exclusive licensed use of the Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest, except the non-exclusive right and license herein granted, in and/or to the Marks; that any and all goodwill associated with the Marks inures exclusively to Franchisor's benefit; and that, upon expiration or termination of this Agreement and the License granted in this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Marks. Any unauthorized use of the Marks including use of the Marks in connection with any SM License other than the License licensed to Franchisee in this Agreement, shall constitute an infringement of the Marks and of Franchisor's rights relating to the licensed Marks. Accordingly, Franchisee expressly agrees not to commit or aid in committing any act of infringement or misuse of the Marks, either during or after the Term.

6.1.6 Restrictions on Use of the Marks. Franchisee shall not use any Mark (i) as part of any corporate name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to Franchisee by Franchisor), (iii) in any modified form, (iv) in connection with the sale of any unauthorized product or service, (v) on forms, uniforms, materials and supplies not approved by Franchisor, or (vi) in any other manner not explicitly authorized in writing by Franchisor.

6.1.7 Protection of the Marks. Franchisee shall immediately notify Franchisor of any apparent infringement of or challenge to Franchisee's use of any Mark or claim by any person of any rights in any Mark, and Franchisee shall not communicate with any person other than Franchisor and its counsel in connection with any such infringement, challenge or claim. Franchisor and its Affiliates shall have sole discretion to take such action as it or they deem appropriate and the right to exclusively control any litigation or U.S. Patent and Trademark Office or other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark, and Franchisee agrees to execute any and all instruments and documents, and to do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain the interests of Franchisor and its Affiliates in any such litigation or U.S. Patent and Trademark Office or other proceeding.

6.1.8 Franchisor Reserved Rights. Franchisee acknowledges and agrees that Franchisor retains the right to (i) grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees and to use the Marks in connection with the sale of services, goods and products manufactured or distributed by Franchisor at wholesale or retail and (ii) participate in the development and establishment of other programs or systems for the Marks, or any other Marks, and to grant licenses for other programs, systems and Marks without providing Franchisee any right to such other programs, systems or Marks.

6.1.9 Modifications to the Marks. If it becomes advisable or desirable at any time, in the judgment of Franchisor, for Franchisee to modify or discontinue use of any Mark, and/or use one or

more additional or substitute Marks, including the primary Mark and/or color scheme under which the Franchised Business is operating, Franchisee agrees, at its expense, to do so.

6.1.10 Indemnity by Franchisor. Franchisor agrees to indemnify Franchisee against and to reimburse Franchisee for all damages for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any Mark, pursuant to and in compliance with this Agreement. Franchisor's obligations under this Section 6.1.10 are subject to Franchisee and the Owners (i) providing Franchisor with prompt written notice of any claim that could result in an indemnified claim under this Section 6.1.10, (ii) allowing Franchisor to control the defense and settlement of the indemnified proceeding, and (iii) continuing to comply with the terms and conditions of this Agreement. Franchisee and Owners will not settle any claim that could result in an indemnified claim under this Section 6.1.10 without the prior written consent of Franchisor, in its sole discretion.

6.2 Domain Names. Franchisor will register, in its sole discretion, any domain names, e-mail addresses, or websites that contain the Marks or any words or designations similar to the Marks. Franchisee shall not establish an e-mail address or a website using any domain name containing the words "ServiceMaster" "or "ServiceMaster.com", or any other registered trade names or Marks or any variation thereof without the prior written approval of Franchisor.

6.3 Innovations. All ideas, concepts, techniques or materials relating to a Franchised Business (collectively, "**Innovations**"), whether or not protectable intellectual property and whether created by or for Franchisee or its Owners, employees or contractors, must be promptly disclosed to Franchisor and will be deemed to be Franchisor's sole and exclusive property, part of the System, and works made-for-hire for Franchisor. To the extent any Innovation does not qualify as a work made-for-hire for Franchisor, by this Section, Franchisee hereby assigns ownership of that Innovation, and all related rights to that Innovation, to Franchisor and agrees to sign (and to cause its Owners, employees and contractors to sign) whatever assignment or other documents Franchisor requests to evidence Franchisor's ownership or to help Franchisor obtain intellectual property rights in the Innovation. Franchisor and its Affiliates have no obligation to make any payments to Franchisee or any other person with respect to any Innovations. Franchisee may use any Innovation in operating the Franchised Business during the Term, unless Franchisor prohibits the use of the proposed Innovation in conjunction with the System. In the event Franchisor elects not to take additional steps to commercialize any Innovation, Franchisor agrees to meet with Franchisee to discuss opportunities that may exist with respect to such Innovation.

7. CONFIDENTIAL MANUAL

7.1 Compliance with the Manual. For the purposes of this Agreement, the "**Manual**" shall include all those manuals, documents, booklets, guides and related materials containing the specifications, standards, procedures and rules applicable to the Franchised Business, as prescribed from time to time by Franchisor in writing or posted on the Service Connection intranet site. In order to protect the reputation and goodwill of Franchisor and to maintain uniform standards of operation under the Marks, Franchisee shall conduct the Franchised Business in strict accordance with those portions of Franchisor's Manual which are designated as "mandatory" or "required." The Manual shall include any manuals designated by Franchisor and such other programs, materials and training aids designated as confidential and from time to time revised by Franchisor. Franchisor shall have the right, but not the obligation, from time to time, to add to or modify the Manual, and Franchisee agrees to be bound by and to conduct the Franchised Business in accordance with such revisions to the Manual.

7.2 Confidentiality of the Manual. Since the Manual is considered to be the Confidential Information of Franchisor, Franchisee shall treat the Manual in the same manner in which it is required to treat Confidential Information hereunder. Additionally, Franchisee shall require its employees and agents to treat the Manual as confidential and shall not disclose, copy, duplicate, record or otherwise reproduce, in whole or in part, for whatever reason or otherwise make available to any unauthorized person or source,

the contents of the Manual. Franchisor shall inform the Franchise Council of modifications it has made to the Manual before it informs the entire network of such revisions.

7.3 Property of Franchisor. The Manual and any other training or other similar materials on loan from Franchisor shall at all times remain the sole property of Franchisor.

8. CONFIDENTIAL INFORMATION AND DATA PROTECTION

8.1 Confidential Information.

8.1.1 Protection of Confidential Information. Franchisee will not, nor will it permit any person or entity to, (a) use any Confidential Information in any other business or for any purpose other than developing and operating the Franchised Business and/or (b) communicate or disclose any Confidential Information to any person or entity, except to Franchisee's employees and professional advisors to the extent necessary for them to perform their functions related to the operation of the Franchised Business. Franchisee acknowledges that its use of the Confidential Information in any other business or for any other purpose would constitute an unfair method of competition with Franchisor and its franchisees. Franchisee must exercise the highest degree of diligence in protecting the secrecy of Confidential Information and must take reasonable precautions to protect the Confidential Information from unauthorized use or disclosure, including implementing any systems, procedures, or training programs that Franchisor requires. Unless Franchisor specifies otherwise in writing, Franchisee must require anyone who may have access to the Confidential Information to execute non-disclosure agreements in a form satisfactory to Franchisor that identifies Franchisor and its Affiliates as third-party beneficiaries of such covenants with the independent right to enforce the agreement. Each Owner shall bind themselves to the confidentiality provisions in this Section 8.1 by signing the Franchisor's then-current form of Guaranty (if such Owner directly or indirectly holds a 15% or greater ownership interest in Franchisee's entity). Franchisee will be liable to Franchisor or its Affiliates for any unauthorized use or disclosure of Confidential Information by any employee, Owner, or other person to whom it discloses Confidential Information.

8.1.2 Ownership of Confidential Information. Franchisor and its Affiliates own all right, title, and interest in and to the Confidential Information. Franchisee acknowledges and agrees that by entering into this Agreement, Franchisee will not acquire any interest in Franchisor's Confidential Information, other than the right to use the Confidential Information that Franchisor periodically designates in operating the Franchised Business during the Term and according to this Agreement's other terms and conditions. Franchisee must promptly inform Franchisor if it learns of any unauthorized use or disclosure of Confidential Information. Franchisor will not be obligated to take any action to protect Confidential Information but will respond in a manner that it deems appropriate.

8.1.3 Injunctive Relief. Franchisee acknowledges that any breach or threatened breach of this Section 8 (Confidential Information and Data Protection) will cause Franchisor irreparable injury for which no adequate remedy at law is available, and Franchisee consents to the issuance of an injunction prohibiting any conduct violating the terms of Section 8. Such injunctive relief will be in addition to any other remedies that Franchisor may have.

8.2 Customer Information. Franchisee agrees that all Customer Information is owned by Franchisor and part of the Confidential Information, whether collected by Franchisee, Franchisor, or another party. Franchisee must furnish Customer Information to Franchisor at any time Franchisor requests it. Franchisee may not sell, transfer, or use Customer Information for any purpose other than operating the Franchised Business in accordance with this Agreement. Franchisor and its Affiliates may use Customer Information in any manner or for any purpose. Franchisee must secure from its actual and prospective customers all consents and authorizations, and provide them all disclosures, that Applicable Laws require to transmit Customer Information to Franchisor and its Affiliates and to permit Franchisor and its Affiliates to use that Customer Information in the manner that this Agreement contemplates.

8.3 Protection of Data. Franchisee must comply with: (i) the Payment Card Industry Data Security Standards enacted by the applicable card associations (as they may be modified from time to time or as successor standards are adopted); (ii) the Fair and Accurate Credit Transactions Act; (iii) all other standards or Applicable Laws that relate to electronic payments, data privacy, personally identifiable information, and data protection; and (iv) Franchisor's then-current policies and procedures, as specified in the Manual or otherwise in writing, regarding the collection, storage, use, processing and transfer of personal or financial data, including any privacy, artificial intelligence, or data protection and breach response policies Franchisor may establish from time to time (collectively, "**Privacy Requirements**"). Franchisor may require Franchisee to (a) use vendors that Franchisor designates or approves to provide security services that are consistent with the Privacy Requirements; (b) maintain specific security measures; (c) provide evidence of compliance with Privacy Requirements upon Franchisor's request; and/or (d) use vendors that Franchisor approves or designates to conduct periodic security audits to ensure that personally identifiable information and/or payment data is adequately protected and provide Franchisor with copies of any audits, scanning results, or related documentation relating to such compliance or audits. Franchisee shall not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior consent.

8.4 Data Breaches. If Franchisee suspects or knows of a security or data breach, Franchisee must, at Franchisee's expense, in accordance with the Privacy Requirements, Applicable Laws, and any Franchisor directives, (i) immediately give Franchisor notice of such security breach and cooperate with any inquiry initiated by Franchisor; (ii) promptly identify and remediate the source of any compromise or security breach; (iii) comply with all applicable data breach notification laws; (iv) provide all required notices of breach or compromise to impacted individuals; (v) procure credit history monitoring services for impacted individuals; (vi) pay any related damages or fines; and (vii) keep Franchisor apprised of all such efforts to resolve the issue and resulting damages. For the avoidance of doubt, regardless of any actions that Franchisor may take to investigate or attempt to mitigate damages to Franchisor or the Marks and related goodwill that may result from such breaches, unless otherwise specified by Franchisor, Franchisee assumes, at its expense, all responsibility for addressing and resolving any security or data breach relating to the Franchised Business or customers of the Franchised Business.

9. ACCOUNTING AND RECORDS

9.1 Maintenance of Books, Records and Accounts. During the Term, Franchisee shall maintain and preserve, for at least seven years from the dates of their preparation, full, complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manual or otherwise in writing, including, but limited to, the requirement to maintain all such data in the then-current chart of accounts and/or approved accounting software required for use in the operation of the Franchised Business.

9.1.1 Accounting Application. Franchisee must use the then-current accounting application software prescribed by Franchisor from time to time as described in the Manual. Franchisee must install and maintain a software connection to enable accurate and complete transmittal of accounting data from Franchisee to Franchisor at the times and in the manner specified by Franchisor in the Manual. Franchisee must update its master file records to comply with changes to the accounting practices prescribed by Franchisor. Franchisor is not responsible for any technical support for the software.

9.1.2 Reporting from Application. Franchisee must electronically transmit to Franchisor all data stored on Franchisee's accounting application daily.

9.2 Monthly Gross Service Sales Reports. Franchisee shall submit to Franchisor, no later than the date each monthly Royalties payment is due during the Term, a statement on forms prescribed by Franchisor and signed by Franchisee (or if Franchisee is a corporation or limited liability company, by its

principal executive officer or managing member) accurately reflecting all Gross Service Sales for each category of service performed during the preceding month and such other data or information as Franchisor may require. The Franchisor shall have the right to distribute and/or publish the monthly Gross Service Sales for the Franchised Business without compensation to or the prior consent of Franchisee.

9.3 Financial Statements and Tax Returns. Within 15 days of the end of each calendar month, Franchisee shall submit to Franchisor a balance sheet as of the end of the calendar month and a profit and loss financial statement for the month and for the fiscal year-to-date. Each balance sheet and financial statement submitted to Franchisor shall be signed by an officer of Franchisee attesting that it is true and correct. If requested by Franchisor, Franchisee shall submit to Franchisor a copy of all federal, state, and other tax returns relating to the Franchised Business, including all federal and state individual income tax returns for each Owner, together with such other information in such form as Franchisor may require.

9.4 Certified Financial Statements. Upon request from Franchisor, Franchisee, at its expense, shall submit to Franchisor, within 90 days after receipt of Franchisor's request, complete financial statements for the preceding calendar year, including both a profit and loss statement and a balance sheet certified by an independent public accountant. Unless otherwise agreed to by Franchisor, or as otherwise set forth in the Manual, the financial statements shall be prepared in accordance with generally accepted accounting principles.

9.5 Other Information. Franchisee shall also submit to Franchisor, for review or auditing, such other forms, reports, records, information and data as Franchisor may reasonably designate, in the form and at the time reasonably required by Franchisor, upon request and as specified from time to time in the Manual or otherwise in writing.

9.6 Audit Rights.

9.6.1 Audit Procedure. Franchisor or its authorized agent or representative shall have the right at any time, and without prior notice to Franchisee, to audit or cause to be audited the sales reports, purchasing reports, advertising expenditures, accounting and bank records, tax returns and schedules, computer records, and other forms, and the information and supporting records which Franchisee is required to submit to Franchisor under this Agreement, including all inventory records and the books and records of the Franchised Business and of any entity which owns or operates the Franchised Business. With respect to any immediate family members and other persons or entities who provide any financial assistance to the Owners or to the Franchised Business, Franchisee also agrees to make available and to assist in obtaining for the audit such financial and other records of those individuals or entities that Franchisor deems necessary to establish the extent of that financial assistance. Franchisee shall fully cooperate with representatives of Franchisor and/or independent accountants or auditors hired by Franchisor conducting any such audit. The parties agree to deliver the relevant documents and conduct the audit in a diligent and expeditious manner. If Franchisee, Affiliates, and Owners have franchises for more than one marketing area, Franchisor may audit the Franchisee, Affiliates, and Owner's business records for any of the marketing areas to determine if sales or services have been shifted from one franchise to another to meet performance requirements, win awards, qualify for Optional Programs, or to otherwise gain improper advantage, and for any other business reason that Franchisor deems appropriate.

9.6.2 Remedies for Deficiencies. In the event any such audit shall disclose an understatement of the Gross Service Sales of the Franchised Business, Franchisee shall pay to Franchisor, within 30 days after receipt of the audit report, the Operating Fees and other monies due on the amount of such understatement, plus interest (as specified in Section 4.5.3 (Late Fees and Interest)). Further, in the event such audit is made necessary by the failure of Franchisee to furnish reports, supporting records, or other information, as required by this Agreement or if the audit reveals an understatement of Gross Service Sales for any period or periods greater than 1% and the amount of underpayment plus interest is greater than $5,000, Franchisee shall pay Franchisor $5,000 and reimburse Franchisor for the cost of such audit,

including the charges of any independent accountant, attorneys, and/or third-party vendor and the travel expenses, room and board and compensation of employees of Franchisor and its authorized agents or representatives. The foregoing remedies shall be in addition to and will not be a waiver of or prejudice any other remedies and rights of Franchisor hereunder or under Applicable Laws, including Franchisor's right to terminate this Agreement. If Franchisor makes the findings of its audit available to Franchisee, its findings should not be taken or construed as any approval or indication of Franchisee's compliance with any financial reporting requirements, Applicable Law, or any local, state, or federal tax filings.

10. ADVERTISING. Recognizing the value of advertising, and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

10.1 Local Advertising.

10.1.1 Marketing Plan. By the deadlines specified by Franchisor, Franchisee must provide Franchisor with an annual marketing plan and budget (the "**Marketing Plan**") and obtain Franchisor's written approval of such Marketing Plan, which must be revised to incorporate any changes required by Franchisor. Franchisee must diligently implement the approved Marketing Plan.

10.1.2 Local Advertising Commitment. Franchisee shall spend not less than the percentage of monthly Gross Service Sales as set forth in Exhibit A on Eligible Local Marketing (the "**Local Advertising Commitment**"). From time to time, Franchisor may specify, in its sole discretion, in the Manual and otherwise in writing, the types, methods, and specifications of local advertising in the Territory that will qualify as "**Eligible Local Marketing**."

10.1.3 Reporting and Compliance. Upon Franchisor's request or by the deadlines specified by Franchisor, Franchisee must provide, in a form and manner specified by Franchisor, an accounting of its monthly and/or annual local advertising expenditures and any evidence necessary to demonstrate compliance with the Local Advertising Commitment and the Marketing Plan. If Franchisee fails to meet its Local Advertising Commitment in any month, in addition to Franchisor's other remedies, Franchisee will be required to contribute to the Ad Fund the difference between the amount spent on Eligible Local Marketing in such month and the Local Advertising Commitment in such month, plus late fees and interest due. Franchisor shall not be obligated to spend such additional Ad Fund contributions on advertising in the Territory.

10.1.4 Conducting Local Advertising. Local advertising, sales activity, and other marketing activities are subject to approval by Franchisor and must be consistent with the then-current sales and marketing guidelines (which will be updated from time to time as Franchisor deems necessary). All local advertising conducted by Franchisee shall be conducted in a dignified manner and conform to Franchisor's requirements as set forth in the Manual or otherwise in writing. Franchisee may not market or advertise in violation of federal laws regulating advertising, such as the CAN-SPAM Act and the Telephone Consumer Protection Act, and state advertising laws applicable to the Franchised Business. Any information that Franchisee provides in any advertising or other materials, including any Digital Marketing (as defined below), must not (a) be false, inaccurate or misleading; (b) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (c) violate any Applicable Laws; (d) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (e) be obscene or contain a sexually explicit image; or (f) create liability for Franchisor or cause Franchisor to lose the loyalty of customers of System Businesses.

10.2 Approval of Advertising. Franchisee shall submit to Franchisor's Business Development Consultant (BDC), for its prior approval (except with respect to the prices to be charged), samples of all advertising and promotional plans and materials that Franchisee desires to use and that have not been prepared or previously approved by Franchisor. If not disapproved or otherwise rejected by Franchisor

within 20 days after the date Franchisor received such materials, Franchisor shall be deemed to have given the required approval.

10.3 Advertising Fund. Franchisor shall have the right, in its sole discretion, to establish or discontinue a national advertising fund for the promotion of System Businesses, Core Services, and the Marks (the "**Ad Fund**"). Franchisee shall make contributions to the Ad Fund as required under Section 4.2.1 (Ad Fund Contribution) of this Agreement. The Ad Fund shall be maintained and administered by Franchisor. Franchisee acknowledges that Franchisor has established a national Ad Fund as described in this Agreement.

10.3.1 Advertising Committee. Franchisor has established an Advertising Committee (the "**Committee**") which provides guidance, counsel and communication as it relates to the creation of advertising programs funded through the Ad Fund. The Committee is composed of franchisees selected by Franchisor and members of Franchisor's marketing department. The Committee does not have the right to approve, cancel, modify or create any marketing and promotional programs as the Committee only serves in an advisory role. All advertising programs are subject to the final approval of Franchisor.

10.3.2 Use of the Ad Fund. Franchisee agrees and acknowledges that the Ad Fund is intended to help enhance the general public recognition and acceptance of the Marks for the benefit of the SM Licenses and that Franchisor does not undertake any obligation in administering the Ad Fund to make expenditures for the benefit of Franchisee which are equivalent or proportionate to its contributions, or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising. The Ad Fund may be used to meet any and all costs of maintaining, administering, directing, and preparing advertising (media and production), branding, marketing, public relations and/or promotional programs and materials, and any other activities that Franchisor believes would benefit the brand and Franchised Businesses and/or will promote the programs, products, and services offered by Franchised Businesses, including (a) the cost of preparing and conducting digital and social marketing activities, television, radio, magazine, direct mail, and newspaper advertising campaigns and other sales, marketing, sponsorships, promotional and public relations activities; (b) producing and maintaining marketing systems and tools; (c) employing advertising agencies and public relations firms; (d) paying employee salaries, salesperson commissions, benefits, and other related costs and expenses for Franchisor and its Affiliates' employees that devote time to and render services related to the Ad Fund; (e) soliciting the granting of franchises to expand the System for SM Licenses; (f) the costs relating to any toll-free number maintained by Franchisor and used in advertising and marketing campaigns; (g) producing advertising and sales support materials for use by franchisees; (h) conducting programs that are meant to promote positive customer experiences, including programs to incentivize franchisees and/or their frontline personnel to achieve high customer satisfaction/referral rates; (i) providing certain phone services, such as purchasing call tracking lines and producing on-hold marketing messages; (j) providing promotional brochures and other marketing materials to franchisees; (k) developing and placing online display and retargeting advertising; (l) developing dashboards for interactive marketing, planning, customer service analysis and sales/marketing decision-making; (m) paying the expenses of the Ad Fund; (n) monitoring and/or managing social media relating to the brand; (o) conducting market research and surveys related to marketing and branding; (p) purchasing naming rights and sponsorships; (q) participating in trade shows and similar industry events; and (r) such other costs and expenses as Franchisor, in its sole discretion, deems appropriate and in the best interests of all or any franchisees.

10.3.3 Operation of the Ad Fund. All sums paid by franchisees to the Ad Fund shall be maintained in a Franchisor account and tracked on a separate profit and loss statement and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable administrative costs and overhead, if any, as Franchisor may incur in activities reasonably related to the administration or direction of the Ad Fund and advertising programs including conducting market research, preparing marketing, promotional and advertising materials, and collecting and accounting for assessments for the Ad Fund. The proportionate compensation of Franchisor's and its Affiliates' employees who devote time

and render services in the formulation, development and production of such marketing and promotion programs or the administration of the Ad Fund, will be paid from the Ad Fund. All System Businesses owned by Franchisor or its Affiliates will contribute to the Ad Fund on the same basis as the franchisees. Franchisor will not use the Ad Fund principally to solicit new franchise sales. If all the advertising contributions in the Ad Fund are not spent in the year they are accrued, the remaining amounts will be carried over to the next year. For the avoidance of any doubt, the Ad Fund shall be deemed general funds and shall not be deemed to be trust funds; and Franchisor shall have no obligation to spend on marketing or promotion amounts in excess of those funds actually collected from franchisees.

10.3.4 Review of the Ad Fund. A financial review of the operation of the Ad Fund shall be prepared annually by Franchisor. Within 90 days after the annual review is provided to the Committee, the Franchise Council may request an audit of expenses to be performed by an independent certified public accountant selected by the Committee. The annual review and any audit shall be made available to Franchisee upon request. The cost of the financial review and any audit shall be charged to the Ad Fund.

10.4 Other Marketing and Promotional Programs. Franchisor or its designee will from time to time formulate, develop, produce and conduct marketing and promotional programs in the form and types of media as Franchisor or its designee determines to be most effective. Franchisee agrees to participate in all marketing and promotions as Franchisor determines to be appropriate for the benefit of the System.

10.5 Telephone Numbers. Franchisee specifically agrees that all telephone numbers, including toll-free and local numbers, used at the Franchised Business or in advertising the Franchised Business will belong to Franchisor and be maintained in the name and for the use designated by Franchisor. Franchisee shall be responsible for all maintenance and other charges related to each telephone number used by the Franchised Business. Without Franchisor's prior written approval, Franchisee will (a) not employ and/or publish any other telephone number for customer use in connection with the Franchised Business and (b) use only roll-overs or other forwarding functions authorized by Franchisor.

10.6 Digital Marketing. Franchisor or its Affiliates may, in their sole discretion, establish, operate, and/or participate in websites, social media accounts (such as Facebook, X, Instagram, Pinterest, etc.), applications, online advertising purchasing programs, accounts with websites featuring gift certificates or discounted coupons, mobile applications, podcasts, blogs, vlogs, video and photo-sharing sites (such as TikTok, YouTube, etc.), chat rooms, virtual worlds, review sites, or other means of digital advertising on the Internet or any electronic communications network that may be used to promote the Marks, the Franchised Businesses, and/or the entire network of System Businesses (collectively, "**Digital Marketing**"). Franchisor will have the sole right to control all aspects of any Digital Marketing, including those related to the Franchised Business. Unless Franchisor consents otherwise in writing, Franchisee, its employees, and its agents may not, directly or indirectly, (a) conduct or be involved in any Digital Marketing that use the Marks or that relate to the Franchised Business or the network, (b) may not use the Marks, or any words or designations similar to the Marks, in any domain name, search engine keyword, social media account, or metatag, and (c) may not use a form of Digital Marketing to conduct commerce or directly or indirectly offer or sell any products or services in connection with the Franchised Business. If Franchisor permits Franchisee, its employees, or its agents to conduct any Digital Marketing, Franchisee, its employees, and its agents must comply with any policies, standards, guidelines, or content requirements that Franchisor establishes periodically and must immediately modify or delete any Digital Marketing that determine, in Franchisor's sole discretion, is not compliant with such policies, standards, guidelines, or requirements. If Franchisee, its employees, or its agents conduct any Digital Marketing, Franchisor will have the right to retain full control over all websites, social media accounts, mobile applications, or other means of digital advertising that are used. Franchisor may withdraw its approval for any Digital Marketing or suspend or terminate Franchisee's use of any Digital Marketing platforms at any time.

10.7 Websites. Franchisor will reference Franchisee's Franchised Business on the website Franchisor develops for the System (the "**Website**") so long as Franchisee is in full compliance with this

Agreement. At Franchisor's request, Franchisee shall provide to Franchisor true, complete and correct information relating to its Franchised Business for inclusion on such Website. Franchisee acknowledges and agrees that Franchisor will have final approval rights over all information on the Website. Franchisor will own all intellectual property and other rights in the Website, all information contained on it and all information generated from it (including the domain name or URL, the log of "hits" by visitors and any personal or business data that visitors supply). Nothing in this Section 10.7 shall limit Franchisor's right to maintain websites other than the Website or to offer and sell products or services under the Marks from the Website, another website, or otherwise over the Internet without payment or obligation of any kind to Franchisee.

11. INSURANCE

11.1 Insurance Required. Franchisee shall at all times during the Term maintain in force at Franchisee's sole expense the insurance coverage for the Franchised Business in the amounts, covering the risks, and containing only the exceptions and exclusions that Franchisor periodically specifies. All of Franchisee's insurance carriers must be rated A or higher by A.M. Best and Company, Inc. (or such similar criteria as Franchisor may periodically specify). These insurance policies must be in effect on or before the deadlines Franchisor specifies. All coverage must be on an "occurrence" basis, except for the employment practices liability insurance coverage, which is on a "claims made" basis. All policies shall apply on a primary and non-contributory basis to any other insurance or self-insurance that Franchisor or its Affiliates maintain. All general liability and workers' compensation coverage must provide for waiver of subrogation in favor of Franchisor and its Affiliates. Franchisor may periodically increase the amounts of coverage required and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. All such liability insurance policies shall name Franchisor and its Affiliates as additional insureds and shall provide that Franchisor receive 30 days' prior written notice of termination, expiration or cancellation of any such policy. Franchisee shall submit to Franchisor, or Franchisor's designated agent, annually a copy of the certificate of or other evidence of the renewal or extension of each such insurance policy.

11.2 Coverage Requirements. The required policies of insurance to be maintained by Franchisee shall be as set forth in the Manual or otherwise in writing, and shall include, at a minimum, the following: (i) Workers' compensation and occupational disease insurance as may be required by applicable state or federal law, (ii) Comprehensive General Liability insurance, including products and completed operations coverage, (iii) business automobile liability coverage for owned, hired, and non-owned vehicles or any auto, and (iv) all other insurance required by applicable state or federal law. Some SM Licenses may require different or additional insurance policies, as specified in the Manual from time to time. Franchisee acknowledges and agrees (a) the required insurance coverage and limits will not necessarily be adequate to protect Franchisee for all events, nor will it be deemed as a limitation on Franchisee's liability to Franchisor; (b) Franchisee may meet the required insurance coverages and limits with any combination of primary and umbrella/excess liability insurance; (c) Franchisee is solely responsible for any deductible or self-insured retention; and (d) if Franchisor receives any proceeds from any claim under Franchisee's policies, Franchisor may retain any such amount to offset any monies Franchisee owes to Franchisor or its Affiliates. Franchisor must not satisfy its insurance obligations through the use of self-insurance, retroactive insurance, high-deductible insurance, insurance through a captive insurance program, or other non-traditional insurance without Franchisor's prior written approval. If Franchisor, in its sole discretion, approves any non-traditional coverage, Franchisor may specify the broker or any providers that must be used and any other requirements and standards for such coverage.

11.3 Failure to Maintain. Franchisee shall submit to Franchisor, or Franchisor's designated agent, annually a copy of the certificate of or other evidence of the renewal or extension of each such insurance policy. Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees in the Manual or otherwise in writing,

Franchisor shall have the right, at its option and in addition to any other rights and remedies, to procure such insurance coverage on Franchisee's behalf, and to charge Franchisee the Insurance Procurement Fee, which will be due immediately upon Franchisee's receipt of written notice. Franchisee shall promptly execute any applications or other forms or instruments required to obtain any such insurance.

11.4 Obligation to Obtain. Franchisee's obligation to obtain and maintain insurance policy or policies as specified by Franchisor shall neither be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 17.3 (Indemnification) of this Agreement.

12. ASSIGNMENT

12.1 Transfer by Franchisor. Franchisor shall have the right to transfer or assign this Agreement or all or any part of its rights or obligations under this Agreement to any person or legal entity including to distributors of Franchisor, without the approval or consent of Franchisee. Franchisee agrees to execute any forms as Franchisor may reasonably request to acknowledge or effectuate any such assignment by Franchisor.

12.2 Transfer by Franchisee.

12.2.1 Franchisee's Owners. Franchisee represents and warrants that Exhibit A of this Agreement completely and accurately identifies all Owners and describes their ownership interests (whether direct or indirect) in Franchisee as of the Effective Date.

12.2.2 Transfer by ~~Franchisee-Defined~~Franchisee - Defined. Franchisee acknowledges that the rights and duties this Agreement creates are personal to Franchisee and its Controlling Owners and that Franchisor has granted Franchisee the rights under this Agreement in reliance upon Franchisor's perceptions of Franchisee's and its Controlling Owners' collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, unless otherwise specified in Section 12.2 (Transfer by Franchisee), prior to a Transfer~~ of (a) this Agreement (or any interest in this Agreement), (b) the Franchised Business or substantially all of its assets, or (c) any ownership interest in Franchisee or any Owner (if such Owner is a legal entity) may be subject to a Transfer (as further defined in Section 28 (Definitions) of this Agreement)~~, Franchisee must obtain Franchisor's prior written approval for the proposed Transfer and Franchisee, transferee, and any related parties must comply with the terms and conditions applicable to such Transfer in Section 12.2. A ~~transfer~~Transfer of the Franchised Business' ownership, possession, or control, or substantially all of its assets, may be made only with a ~~transfer~~Transfer of this Agreement. Any Transfer without complying with the terms and conditions applicable to such Transfer in Section 12.2 ~~including Franchisor's approval~~ is a material breach of this Agreement, and such transaction will be deemed void *ab initio*. Franchisee may not offer the Franchised Business, the assets of the Franchised Business, or any interest in Franchisee through an auction, unless Franchisor consents in writing in advance. Franchisor reserves the right to conduct an audit of the Franchised Business as a pre-condition to consent to Transfer.

12.2.3 Non-Control Transfers. Subject to the other provisions of Section 12.2 (Transfer by Franchisee), Franchisee must obtain Franchisor's written consent to a proposed Non-Control Transfer prior to completing such Transfer. Franchisor will not unreasonably withhold its consent to a Non-Control Transfer, provided (i) neither the proposed transferee nor any of its direct and indirect owners (if the transferee is a legal entity) own, operate, or are directly or indirectly involved in any Competing Business; (ii) such Transfer does not, whether in one transaction or a series of related transactions (regardless of the time period over which these transactions take place), result in the transfer or creation of a direct or indirect Controlling Ownership Interest in Franchisee; (iii) prior to the closing of such Non-Control Transfer, Franchisor receives written notice of such Non-Control Transfer from Franchisee, which notice shall fully and completely describe such Non-Control Transfer and the parties involved in such Non-Control Transfer,

including such other information as Franchisor reasonably requests from time to time concerning any new Non-Controlling Owners; (iv) such Non-Controlling Owners have, in Franchisor's judgment, the necessary business experience and good moral character and business reputation necessary to participate in, or be associated with, the Franchised Business; (v) upon closing of the Transfer, Franchisee pays the Change Fee to ~~franchisor~~Franchisor; (vi) Franchisee (and each of its Guarantors) is substantially complying with this Agreement; and (~~vi~~vii) and Franchisee and each of its Owners, and the transferee and each owner of any equity ownership interest in the transferee, execute a General Release and any other documentation required by Franchisor to effectuate the Transfer. ~~If Franchisee or its Owners fail to comply with this Section 12.2.3 and fail to obtain Franchisor's written consent to the proposed Non-Control Transfer prior to completing such Transfer, it shall be an incurable event of default under this Agreement and the transaction will be deemed void *ab initio*.~~

12.2.4 Control Transfers. Franchisee must notify Franchisor in writing at least ten days in advance of Franchisee's listing the Franchised Business or a direct or indirect Controlling Ownership Interest in Franchisee for sale and promptly send Franchisor all information that Franchisor reasonably requests regarding any proposed sale. In connection with any proposed Control Transfer, Franchisee must submit to Franchisor, on behalf of the proposed transferee, a complete application for a new franchise agreement (the "**Change of Ownership Application**"), accompanied by payment of a non-refundable deposit equal to 25% of the applicable Transfer Fee (which will be credited towards the Transfer Fee if the Transfer is completed but will be retained by Franchisor if the Transfer is not completed for any reason). The same qualifications apply to all potential transferees, including spouses, adult children, and existing managers of the business. Franchisor will process the Change of Ownership Application according to this Section 12.2.4 and its then-current procedures for such transfers. Franchisor has 60 days from its receipt of the completed and signed Change of Ownership Application to consent or withhold its consent to the proposed Control Transfer. ~~No Control~~ Subject to the other provisions of Section 12.2 (Transfer ~~may occur without~~by Franchisee), Franchisee must obtain Franchisor's ~~prior~~ written consent to a proposed Control Transfer prior to completing such Transfer. If Franchisee (and each of its Guarantors) is substantially complying with this Agreement, then, subject to the other provisions of Section 12.2 (Transfer by Franchisee), Franchisor will not unreasonably withhold its approval of a Control Transfer if all of the following conditions are met before or concurrently with the effective date of the Control Transfer:

12.2.4.1 the transferee and each of its direct and indirect owners (if the transferee is a legal entity) has, in Franchisor's judgment, the necessary business experience, good moral character and business reputation, aptitude and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise), the financial resources to operate the Franchised Business, and satisfies all eligibility requirements necessary to participate in the Franchised Business;

12.2.4.2 Franchisee has paid all amounts owed to Franchisor, its Affiliates and third-party vendors, and has not violated any provision of this Agreement or Related Agreement, in each case during both the 60-day period before Franchisee requested Franchisor's consent to the transfer and the period between Franchisee's request and the effective date of the transfer;

12.2.4.3 at the transferee's expense and upon such other terms and conditions as Franchisor may reasonably require, Franchisor may require the transferee (or if the transferee is a corporation or limited liability company, the transferee's officers or owners) to complete the training courses then in effect for new franchisees;

12.2.4.4 the transferee and its owners (if the transfer is of this Agreement), or Franchisee and its Owners (if the transfer is of a Controlling Ownership Interest in Franchisee or one of its Controlling Owners), at Franchisor's sole discretion, either (a) sign Franchisor's then-current form of franchise agreement and related documents (including guarantees and assumptions of obligations), any and all of the provisions of which may differ materially from any and all of those contained in this Agreement,

including the Royalties and Ad Fund Contributions, and the term of which franchise agreement will be, at Franchisor's option, a five year term or the remaining unexpired portion of the term of Franchisee's existing franchise agreement or (b) assume Franchisee's existing franchise agreement for the remaining unexpired portion of the term and sign any related documents (including guarantees and assumptions of obligations);

12.2.4.5 Franchisee and its Owners and/or Guarantors sign a termination agreement in Franchisor's then-current form, and Franchisee and each of its Owners, and the transferee and each owner of any equity ownership interest in the transferee, shall have executed a General Release. In addition, each owner that directly or indirectly holds a 15% or greater ownership interest in transferee's entity shall sign all documents Franchisor requests evidencing their agreement to remain liable or assume liability for all obligations to Franchisor and its Affiliates existing before the effective date of the transfer;

12.2.4.6 Franchisor has determined that Franchisee's or the transferee's (as applicable) overall financial status following the transfer will not adversely affect the operation of the Franchised Business;

12.2.4.7 the transferee must prepare a business plan (containing the information and in the format specified by Franchisor) for the Franchised Business and must obtain Franchisor's written approval for such business plan, which Franchisor may provide or condition in its sole discretion;

12.2.4.8 Franchisee (if Franchisee will no longer operate the Franchised Business) and its transferring Owners agree that they will not directly or indirectly at any time or in any manner use any Mark, copyrighted materials or Confidential Information, except as otherwise permitted under any then effective agreement with Franchisor or its Affiliates;

12.2.4.9 neither the transferee nor its owners own, operate, or are directly or indirectly involved in any Competing Business; and

12.2.4.10 upon granting of approval for the transfer of the Franchised Business, Franchisee shall pay Franchisor the applicable Transfer Fee.

Franchisor may review all information regarding the Franchised Business that Franchisee gives the proposed transferee, correct any information that Franchisor believes is inaccurate, and give the proposed transferee copies of any reports that Franchisee has given Franchisor or Franchisor has made regarding the Franchised Business. ~~Franchisor reserves the right to conduct an audit of the franchised business as a pre-condition to Transfer.~~

12.2.5 Permitted Control Transfers. Notwithstanding Section 12.2.4 (Control Transfers): (i) any Controlling Owner may, without Franchisor's prior written consent and without complying with the other terms and conditions of Section 12.2.4, transfer its interest in Franchisee (or Franchisee's Controlling Owner) to any other entity in which such Controlling Owner owns (directly or indirectly) all of the ownership interests; and (ii) any Owner who is an individual may, without Franchisor's prior written consent and without complying with the other terms and conditions of Section 12.2 (Transfer by Franchisee), transfer his or her interest in Franchisee (or Franchisee's Owner) to a trust or other entity that he or she establishes for estate planning purposes, as long as (a) he or she is a trustee of, or otherwise controls the exercise of the rights in Franchisee (or Franchisee's Owner) held by, the trust or other entity, (b) continues to comply with and ensures the trust's or other entity's compliance with the applicable provisions of this Agreement (if such Owner is a Guarantor), (c) signs the Guaranty in his or her individual capacity, and (d) notifies Franchisor in writing of the transfer at least ten days prior to its anticipated effective date. Dissolution of, or transfers from, any trust or other entity described in this Section 12.2.5 are subject to all applicable terms and conditions of Sections 12.2.2 (Transfer by Franchisee-Defined), 12.2.3 (Non-Control Transfers), and/or 12.2.4 (Control Transfers).

12.2.6 Transfer to Competitor Prohibited. Franchisee will not sell, assign or transfer this Agreement, any interest in Franchisee or the Franchised Business, or any assets or accounts of Franchisee or the Franchised Business, to any person, partnership, corporation or entity that owns, operates, franchises, develops, consults with, manages, is involved in, or controls any business that is in any way competitive with Franchisor or the Franchised Business. If Franchisor refuses to permit a transfer or assignment based upon this provision, Franchisee's only remedy will be to have a court of competent jurisdiction determine whether the proposed transferee is a competitor of Franchisor.

12.2.7 Transfer to an Entity. In the event the proposed transfer is to a corporation, limited liability company or other legal entity, Franchisor's consent to such transfer may, in its sole discretion and in addition to any other applicable conditions, be conditioned on the requirements set forth in Section 5.5 (Corporate Franchisee) of this Agreement.

12.2.8 Transfer of Ownership Interests Upon Death. Upon the death or mental incompetency of a person with a Controlling Ownership Interest in Franchisee or one of its Controlling Owners, that person's executor, administrator, or personal representative ("**Representative**") must, within six months after the date of death or mental incompetency, transfer the Owner's interest in Franchisee or the Controlling Owner to a third party, subject to Franchisor's approval and the conditions set forth in Section 12.2.4 (Control Transfers). In the case of a transfer by devise or inheritance, if the heirs or beneficiaries cannot meet the conditions of Section 12.2.4 within this six-month period, the Representative will have nine months from the date of death or mental incompetency to dispose of the interest, subject to Franchisor's approval and the conditions set forth in Section 12.2.4. Franchisor may terminate this Agreement if this required transfer fails to occur in compliance with this Agreement within the required time frame.

12.2.9 Non-Waiver of Claims. Franchisor's consent to a transfer of any interest in the Franchised Business shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

12.2.10 Security Interests. Franchisee may not assign, grant or pledge any security interest in the Franchised Business, the assets used in the operation of the Franchised Business, or any direct or indirect legal and/or beneficial interest in Franchisee without Franchisor's prior written consent, which will not be unreasonably withheld. Franchisor's consent may be conditioned, in Franchisor's sole discretion, on the written agreement by the secured party that, in the event of a default by Franchisee under any agreement related to the security interest, Franchisor will have the right and option (but not the obligation) to purchase the rights of the secured party upon payment of all sums then due to the secured party. Any foreclosures or other exercise of the rights granted under that security interest are subject to all applicable terms and conditions of Section 12 (Assignment). Notwithstanding the foregoing, however, Franchisee may grant, without obtaining Franchisor's prior written approval, a security interest in the assets of the Franchised Business (not including this Agreement or any future receivables) to a lender for the sole purpose of financing Franchisee's acquisition, development, and/or operation of the Franchised Business.

12.2.11 Acknowledgment of Restrictions. Franchisee acknowledges and agrees that the restrictions imposed by Franchisor on transfers in Section 12.2 (Transfer by Franchisee) are reasonable and necessary to protect the goodwill associated with Franchisor's business operation and the Marks, as well as Franchisor's reputation and image and are for the protection of Franchisor and all franchisees that own and operate System Businesses. Any attempted assignment or transfer made without complying with the requirements of Section 12.2 will be void.

12.2.12 Right of First Offer.

12.2.12.1 Offer Procedure. If Franchisee (or any of its Owners) at any time during the Term determines to sell or transfer for consideration this Agreement, the Franchised Business or all or substantially all of its assets, or a Controlling Ownership Interest in Franchisee or its Controlling Owner (except to or among Franchisee's Owners as of the Effective Date, which is not subject to this Section 12.2.12), then Franchisee must first give Franchisor the opportunity to acquire those rights (the "**Offered Rights**") by delivering written notice to Franchisor. Franchisee's notice must contain the specific terms and conditions of the proposed sale or transfer, including the proposed consideration and the terms of any financing Franchisee or its Affiliate will provide for the proposed purchase price (the "**Offer Terms**"). The Offer Terms must relate exclusively to the Offered Rights and not to any other assets or rights. Franchisor will then have 45 days after receiving the Offer Terms to notify Franchisee whether Franchisor elects to acquire the Offered Rights on the Offer Terms, provided that (1) Franchisor may substitute cash, a cash equivalent, or marketable securities for any form of payment proposed in the Offer Terms (such as ownership interests in an entity) and may elect to pay the net present value of any payments to be made over time; and (2) Franchisor must receive, and Franchisee and its Owners agree to make, all customary representations, warranties, and indemnities in Franchisor's purchase, including representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; liabilities affecting the assets, contingent or otherwise; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Franchised Business before the closing. Franchisor reserves the right to assign its right of first offer to purchase this Agreement, the Franchised Business, all or substantially all of Franchisee's assets, or any interest in Franchisee and to designate a substitute purchaser for such assets.

12.2.12.2 If Right Exercised. If Franchisor (or its assignee or designee) exercises the right of first offer, the closing will take place at a location and on a date (within 30 days after Franchisor delivers its notice of exercise to Franchisee) that Franchisor chooses. Franchisor (or its assignee or designee) and Franchisee will sign documents, including deeds, affidavits, transfers and assignments, and any other documents necessary or appropriate for the sale or transfer of the Offered Rights. Franchisee must satisfy all liens, mortgages, and/or encumbrances on the Franchised Business. Franchisor (or its assignee or designee) and Franchisee will share equally any closing costs.

12.2.12.3 If Right is Not Exercised. If Franchisor notifies Franchisee in writing that Franchisor does not intend to exercise its right of first offer with respect to any Offer Terms, or fails to notify Franchisee of Franchisor's decision within the 45-day period described above, then Franchisee thereafter may offer the Offered Rights to any third party on terms no more favorable to that party than the Offer Terms. However, Franchisee or its Owners may sell or transfer the Offered Rights only if Franchisor otherwise approves the transfer in accordance with, and Franchisee (and its Owners) and the transferee comply with the conditions in, Section 12.2 (Transfer by Franchisee) of this Agreement. This means that, even if Franchisor does not exercise Franchisor's right of first offer, if the proposed transfer otherwise would not be allowed under Section 12.2, Franchisee (or its Owners) may not move forward with the transfer.

12.2.12.4 Reactivation of Right. If Franchisee later elects to offer the Offered Rights on terms which are more favorable to the buyer than the Offer Terms, or, if Franchisee elects to change the Offered Rights, then Franchisee must first offer those new terms to Franchisor according to the procedures described above. In addition, if Franchisee does not sell or transfer the Offered Rights in compliance with this Section 12.2.12 and the conditions in Section 12.2, within 12 months after Franchisor first receives notice of the Offered Rights, then the rights under this Section 12.2.12 shall once again apply with respect to those Offer Terms, and Franchisee may not sell or transfer for consideration the Offered Rights without first giving Franchisor the opportunity to acquire those rights according to this Section 12.2.12.

13. TERMINATION OF FRANCHISE

13.1 Termination after Opportunity to Cure. In addition to its right to terminate this Agreement as provided in Section 13.3 (Franchisor's Immediate Termination Rights Without Opportunity to Cure), Franchisor shall have the right to terminate this Agreement upon written notice to Franchisee in the event Franchisee or any of its Owners (a) fails to comply with any provision of this Agreement, any Related Agreement, or any mandatory Standard (including any procedures or requirements set forth in the Manual or any Standard relating to image or customer service or treatment), and (b) does not correct such failure within (i) seven days after written notice of such failure to comply (which shall describe the action that Franchisee must take) is delivered to Franchisee if such failure relates to the use of any Mark or the payment of any monies due Franchisor, its Affiliates, or to any third party under this Agreement or any Related Agreement or (ii) 30 days after written notice of such failure to comply (which shall describe the action that Franchisee must take) is delivered to Franchisee if such failure relates to any other provision.

13.2 Termination of Agreement. If Franchisor, in its sole discretion, has given the written notice set forth in Section 13.1 of this Agreement and Franchisee fails to correct the alleged breach set forth in the notice within the period of time specified in Section 13.1 (Termination after Opportunity to Cure) of this Agreement, then this Agreement will automatically terminate on the first minute after 12:00 midnight on the 31st day or the 8th day, as applicable, after the date of the notice of breach, without any further action by Franchisor. At the sole discretion of Franchisor, a terminated franchisee may be reinstated.

13.3 Franchisor's Immediate Termination Rights without Opportunity to Cure. Franchisor will have the absolute right to terminate this Agreement effective upon delivery of notice of termination to Franchisee, if:

13.3.1 Franchisee or a Guarantor becomes insolvent by reason of Franchisee's or such Guarantor's inability to pay its debts as they become due or Franchisee or a Guarantor makes an assignment for the benefit of creditors or an admission of Franchisee's or a Guarantor's inability to pay its obligations as they become due;

13.3.2 Franchisee or a Guarantor files a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any Applicable Laws, or admits or fails to contest the material allegations of any such pleading, or is adjudicated as bankrupt or insolvent or a receiver or other custodian is appointed for a substantial part of the assets of Franchisee, a Guarantor, or the Franchised Business, or a final judgment remains unsatisfied or of record for 90 days or longer (unless supersedeas bond is filed), or if execution is levied against any substantial part of the assets of Franchisee, a Guarantor, or the Franchised Business or suit to foreclose any lien or mortgage is instituted against the Franchised Business and not dismissed within 90 days, or if the real or personal property of the Franchised Business is sold after levy of judgment thereupon by any sheriff, marshal or constable, or the claims of creditors of Franchisee, a Guarantor, or the Franchised Business are abated or subject to a moratorium under any Applicable Laws;

13.3.3 Franchisee has voluntarily or otherwise Abandoned (as defined in Section 28 (Definitions)) the Franchised Business;

13.3.4 Franchisee fails or refuses to permit Franchisor access to Franchisee's and/or the Franchised Business' financial information or refuses to produce financial or other business records to Franchisor for review and audit in accordance with this Agreement;

13.3.5 Franchisee on three or more occasions during any 12 consecutive month period fails or refuses to comply with the procedures or requirements set forth in the Manual or otherwise fails or refuses to comply with the Standards or this Agreement, including non-payment of sums due;

13.3.6 Franchisee is involved in any act or conduct or uses the Marks in any way which materially impairs the goodwill associated with the Marks or Franchisor's business operations and Franchisee fails to correct the breach within 24 hours of receipt of written notice from Franchisor of the specific breach;

13.3.7 Franchisee violates any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the Franchised Business, and permits the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the violation, constitutionality, or legality of such law, ordinance, rule or regulation, and Franchisee promptly resorts to courts or forums of appropriate jurisdiction to contest such violation or legality;

13.3.8 Franchisee or any of its Owners is convicted of or pleads no contest to a felony, a crime involving moral turpitude or any other crime or offense that is likely to adversely affect the reputation of the Franchised Business and the goodwill associated with the Marks;

13.3.9 Franchisee fails to maintain or suffers cancellation of any insurance policy;

13.3.10 Franchisee or any Owner makes an unauthorized transfer of the Franchised Business, this Agreement, any ownership rights in Franchisee or any of Franchisee's rights under this Agreement without complying with all applicable provisions of this Agreement;

13.3.11 Franchisee makes an unauthorized grant of a security interest in Franchisee, the Franchised Business, or this Agreement (including any sale, grant or pledge of future receivables) without complying with all applicable provisions of this Agreement;

13.3.12 Franchisee or any Owner violates any of the covenants with respect to the Confidential Information in Section 8 (Confidential Information and Data Protection) and the non-compete covenants in Section 15 (Covenants);

13.3.13 Franchisee, its Owners, or its Affiliates default under any Related Agreement, provided that the default would permit the other party to terminate such agreement, regardless of whether such other party terminates such agreement; or

13.3.14 Franchisee fails to meet the Minimum Monthly Sales Requirement three or more times during any nine-month period (for the avoidance of doubt, each failure to meet the Minimum Monthly Sales Requirement in a given month shall be considered a separate material default).

13.4 Correction of Breach. For purposes of this Agreement, an alleged breach of this Agreement by Franchisee will be deemed to be "corrected" if both Franchisor and Franchisee agree in writing that the alleged breach has been corrected.

13.5 Other Remedies. Nothing in Section 13 (Termination of Franchise) precludes Franchisor from seeking other remedies or damages under Applicable Laws, this Agreement, or any Related Agreement. Upon the occurrence of any of the events that give rise to Franchisor's right to terminate this Agreement under Section 13, Franchisor may, at its sole option and upon delivery of written notice to Franchisee, elect to take any or all of the following actions without terminating this Agreement:

13.5.1 temporarily or permanently reduce the size of the Territory;

13.5.2 temporarily remove information concerning the Franchised Business from Franchisor's website and/or stop Franchisee's or its Franchised Business' participation in any other programs or benefits offered on or through Franchisor's Website;

13.5.3 suspend Franchisee's right to participate in one or more programs or benefits that the Ad Fund provides;

13.5.4 refuse to provide any operational support that this Agreement requires or that Franchisor has elected to provide or suspend any other services that Franchisor or its Affiliates provide to Franchisee under this Agreement or any Related Agreement;

13.5.5 require the temporary closure of the Franchised Business until any defaults are cured and any underlying causes for such defaults are adequately addressed to the satisfaction of Franchisor;

13.5.6 suspend or terminate any temporary or permanent fee reductions to which Franchisor might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise); ~~and/or~~

13.5.7 convert Territory Accounts to National Accounts and require Franchisee to assign related customer agreements to Franchisor or its designee, or terminate such agreements, without payment of any consideration to Franchisee. Franchisee will remain solely responsible to customers or third parties for any liabilities related to acts or omissions that occurred prior to the date of assignment or termination of such customer agreements;

13.5.8 suspend or terminate Franchisee's participation in any Optional Programs; and/or

13.5.9 ~~13.5.7~~ undertake or perform on Franchisee's behalf any obligation or duty that Franchisee is required to, but fails to, perform under this Agreement. Franchisee must reimburse Franchisor upon demand for up to 120% of the actual costs and expenses that Franchisor and its Affiliates incur in performing any such obligation or duty.

13.6 Exercise of Other Remedies. Franchisor's exercise of its rights under Section 13.5 (Other Remedies) will not (i) be a defense for Franchisee to Franchisor's enforcement of any other provision of this Agreement or waive or release Franchisee from any of its other obligations under this Agreement, (ii) constitute an actual or constructive termination of this Agreement, or (iii) be Franchisor's sole or exclusive remedy for Franchisee's default. Franchisee must continue to pay all fees and otherwise comply with all of its obligations under this Agreement following Franchisor's exercise of any of these rights. If Franchisor exercises any of its rights under Section 13.5, Franchisor may thereafter terminate this Agreement without providing Franchisee any additional corrective or cure period, unless the default giving rise to Franchisor's right to terminate this Agreement has been cured to Franchisor's reasonable satisfaction.

14. OBLIGATIONS UPON TERMINATION

Upon termination or expiration, this Agreement and all rights granted to Franchisee under this Agreement shall immediately terminate, and:

14.1 Association with System. Franchisee shall immediately cease to perform any services or use, by advertising or in any manner whatsoever, any format, methods, procedures and techniques associated with the System.

14.2 Removal of Name. Franchisee's name shall be withdrawn from all published lists of persons and entities licensed to perform services associated with the System and Franchisee shall not hold itself out to the public as a present or former franchisee of Franchisor.

14.3 Use of Marks. Franchisee will (i) cease and terminate all use of the Marks and the word "ServiceMaster", in any manner whatsoever, or any colorable imitation thereof, including identification on

vehicles and equipment; and (ii) take all steps necessary to disassociate itself from the Marks and the System, such as the withdrawal of all advertising materials, the destruction of all letterheads, and the removal of all signs and any other articles which display the Marks and the trade dress associated with the Marks, including the removal of all distinctive colors, designs and decals from all aspects of the premises where Franchisee conducted the Franchised Business.

14.4 Transfer of Identifiers and Accounts. Following termination or expiration of this Agreement, Franchisee and it Owners must, in accordance with Franchisor's directions, cancel or transfer to Franchisor or its designee (or cause an Affiliate or third party to cancel or transfer to Franchisor or its designee) all authorized and unauthorized domain names, social media accounts, websites (including accounts used to access websites, including vlogs, blogs, wikis, forums, content sharing communities, and other sites), email accounts, telephone numbers, post office boxes, and classified and other directory listings relating to, or used in connection with, the Franchised Business or the Marks (collectively, **"Identifiers"**) and provide Franchisor with all information necessary to allow Franchisor or its designee to access Franchisee's accounts for such Identifiers, including usernames, passwords, and security codes. Franchisee acknowledges that Franchisor or its Affiliates have the sole rights to, and interest in, all Identifiers. If Franchisee fails to comply with this Section, Franchisee hereby authorizes Franchisor, and irrevocably appoints Franchisor, as Franchisee's attorney-in-fact to direct the telephone company, postal service, registrar, Internet Service Provider, social media company, listing agencies, or other providers to transfer such Identifiers to Franchisor or its designee. The telephone company, the postal service, registrars, Internet Service Providers social media companies, listing agencies, and other providers may accept such direction by Franchisor pursuant to this Agreement as conclusive evidence of Franchisor's exclusive rights in such Identifiers and its authority to direct their transfer. Any amounts owing by Franchisee related to such Identifiers shall be paid immediately by Franchisee.

~~14.5 Return of Manual. Franchisee will immediately return to Franchisor all copies of the Manual or bulletins which have been loaned to Franchisee by Franchisor and cease use of the Manual that have been provided to Franchisee electronically. Franchisee must certify, in a form prescribed by Franchisor, that it has destroyed or returned to Franchisor all Confidential Information and all copies thereof in any format or medium, including paper and electronic files.~~

14.5 Assignment of Customer Agreements. Within 10 days of the termination or expiration of this Agreement, Franchisee must provide Franchisor with copies of all customer agreements with Territory Accounts that are in effect as of the date of termination or expiration. Upon Franchisor's direction, Franchisee must (a) assign certain or all such customer agreements to Franchisor or its designee or (b) terminate certain or all customer agreements. Franchisee will remain solely responsible to customers or third parties for any liabilities related to acts or omissions that occurred prior to the date of assignment or termination. Franchisee will not be entitled to any consideration for the assignment of such agreements to Franchisor or its designee or the termination of such agreements.

14.6 Unfair Competition. Franchisee agrees, in the event it continues to operate or subsequently begins to operate another non-competitive business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks or the System either in connection with the operation or the promotion of such other business which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's exclusive rights in and to the Marks and the System, and further agrees not to utilize any trade dress or designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor so as to constitute unfair competition.

14.7 Return or Destruction of Materials. Franchisee shall immediately return to Franchisor: (i) all hard copies and electronic copies (capable of being returned) of the Confidential Information, including the Manuals, and of materials bearing the Marks; and (ii) all other manuals, records, files, instructions, correspondence, and other materials relating to the operation of the Franchised Business (**"Other Materials"**) in the possession of Franchisee, its Owners, or related parties. If Franchisee or its Owners have on their computer systems, e-mail accounts, or other digital storage systems or services copies of the

Confidential Information, any proprietary software, and/or Other Materials, they must immediately erase these copies. Franchisee must provide Franchisor with a certification attesting to the fact that all copies of the Confidential Information, proprietary software, and Other Materials in Franchisee's control or the control of its officers, directors, Owners, employees, agents, and representatives have been returned or destroyed in accordance with this Section.

14.8 Cancellation of Assumed Name Registration. Upon the termination or the expiration of this Agreement, Franchisee shall take such action as shall be necessary to cancel any assumed name or equivalent registration which contains the word "ServiceMaster" or any other Marks and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within 30 days after termination or expiration of this Agreement.

14.9 Option to Purchase.

14.9.1 Exercise of Option. Franchisor shall have the right (but not the duty), to be exercised by notice ("**Option Notice**") of its intent to do so within 60 days after termination, non-renewal, or expiration of this Agreement, to purchase from Franchisee (a) all equipment, fixtures, signs, vehicles, products, supplies, and materials used in the operation of the Franchised Business, (b) any advertising material, inventory, or other items bearing the Marks, and (c) any real estate owned by a Franchisee Related Party and used in the operation of the Franchised Business (collectively, the "**Purchased Assets**") at fair market value. If a Franchisee Related Party owns any real estate used in the operation of the Franchised Business, Franchisor may elect to include a fee simple interest in such site as part of the Purchased Assets or, at its option, lease such site from the Franchisee Related Party for an initial ten-year term with one renewal term of five years (at Franchisor's option) on commercially reasonable terms, which shall include the right to sublease the site to another party. If a Franchisee Related Party leases a site used in the operation of the Franchised Business from an unaffiliated lessor, Franchisee shall (at Franchisor's option) cause the Franchisee Related Party to coordinate with the landlord to assign such lease to Franchisor (or its designee) or to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the lease. Franchisee and its Owners agree to cause its Affiliates or any entity controlled by such Owners to comply with these requirements. In the 60-day period after termination, non-renewal, or expiration, Franchisee must provide Franchisor with any documents, financial statements, pictures, and other information that Franchisor reasonably requires, and allow Franchisor to inspect the Franchised Business and its assets, so that Franchisor can determine whether to exercise its option. Franchisor has the unrestricted right to exclude any assets or leases Franchisor specifies relating to the Franchised Business from the Purchased Assets and not acquire them. Franchisor may, upon written notice to Franchisee, assign or delegate its option hereunder to a third party or Affiliate, in which case such party shall have all of the rights of Franchisor specified in Section 14.9 (Option to Purchase).

14.9.2 Purchase Price. The parties shall have 15 days after the date of the Option Notice to agree upon such fair market value, and, if they cannot agree, an independent third-party appraiser experienced in valuing businesses of this kind shall be appointed by mutual agreement of Franchisor and Franchisee. If the parties cannot agree on an appraiser within 20 days of the Option Notice, Franchisor shall appoint an independent appraiser of its choosing who shall then determine the fair market value within 30 days after the date such appraiser's appointment, and Franchisee will reimburse Franchisor for half of the cost of such appraisal. If Franchisee disagrees with such appraiser's determination of fair market value, within 15 days of its receipt of such appraisal, it may appoint, at Franchisee's sole expense, an appraiser experienced in valuing businesses of this kind, and the two appraisers together shall appoint a third such appraiser, whose services shall be paid for by Franchisee, each of which shall determine the fair market value. In such event, for purposes of Section 14.9 (Option to Purchase), "**fair market value**" shall be the average of the two such closest appraisals and that determination shall be final and binding on the parties.

14.9.3 Closing. Franchisor is entitled to all customary representations, warranties, and indemnities related to the Purchased Assets, including representations and warranties as to ownership and

condition of, and title to, assets, liens and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise, and indemnities for all actions, events and conditions that existed or occurred in connection with the Franchised Business prior to the closing of Franchisor's purchase. At the closing, Franchisee agrees to deliver instruments transferring to Franchisor: (i) good and merchantable title to the Purchased Assets free and clear of all liens and encumbrances (other than liens and security interests acceptable to Franchisor), with all sales and transfer taxes paid by Franchisee; (ii) any premises where Franchisee operated the Franchised Business, in Franchisor's discretion, which if executed, then such premises shall be free and clear of all liens and encumbrances (other than liens and security interests acceptable to Franchisor); and (iii) all of the Franchised Business' licenses and permits which may be assigned or transferred. If Franchisee cannot deliver clear title to all of the Purchased Assets purchased hereunder, or if there are other unresolved issues, the sale will be closed through an escrow. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to off-set all liquidated and undisputed amounts due Franchisor or any of its Affiliates from Franchisee under this Agreement or any Related Agreement against any such payment. Franchisee and its Owners further agree, subject to Applicable Laws, to sign General Releases.

14.10 Compliance with Covenants. Franchisee shall comply with the covenants contained in Section 15 (Covenants) and any other provisions of this Agreement with obligations that continue beyond the expiration or termination of this Agreement.

14.11 Payment of Obligations. Franchisee must pay all Operating Fees and all amounts of any kind owed to Franchisor and/or any Affiliate, within seven days after (a) such termination or expiration or (b) from a later date when the amounts due can be determined. Franchisor's remedies will include (but are not limited to) the right to collect the present value of these amounts, as well as to accelerate the balances of any promissory notes owed and to receive any other unpaid amounts owed to Franchisor or any Affiliate of Franchisor.

14.12 Liquidated Damages.

14.12.1 Calculation of Liquidated Damages. Franchisor and Franchisee agree that it would be commercially unreasonable and damaging to the integrity of the System if a Franchisee could default and then avoid the financial consequences of its contractual commitment to meet payment obligations for the Term of this Agreement. If Franchisor terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement), then, within seven days thereafter, Franchisee shall pay to Franchisor a lump sum (as liquidated damages for the loss of the benefit of the bargain that Franchisor is entitled to receive and not as a penalty) calculated as follows: (x) the average monthly Royalties and Ad Fund Contributions that Franchisee owed to Franchisor under this Agreement for the 12-month period preceding the date on which Franchisee ceased operating the Franchised Business (disregarding any fee waivers or reductions granted to Franchisee); multiplied by (y) the lesser of (i) 24 or (ii) the number of months remaining in the then-current term of this Agreement. If Franchisee has not operated the Franchised Business for at least 12 months, then (x) will equal the average monthly Royalties and Ad Fund Contributions that Franchisee owed to Franchisor during the period that Franchisee operated the Franchised Business. The "average monthly Royalties and Ad Fund Contributions that Franchisee owed to Franchisor" shall not be discounted or adjusted due to any deferred or reduced Royalties and Ad Fund Contributions set forth in a policy, other writing, or an addendum to this Agreement, unless Section 14.12 (Liquidated Damages) is specifically amended in a signed addendum.

14.12.2 Interpretation of Liquidated Damages. Franchisee agrees, and Franchisee directs any party construing this Agreement to conclusively presume, that the damages stated in Section 14.12.1 (Calculation of Liquidated Damages): (i) are true liquidated damages; (ii) are intended to compensate Franchisor for the harm Franchisor will suffer; (iii) are not a penalty; (iv) are a reasonable estimate of Franchisor's probable loss resulting from Franchisee's defaults, viewed as of the termination date; and (v) will be in addition to all other rights Franchisor has to obtain legal or equitable relief or remedies. If any

valid law or regulation governing this Agreement limits Franchisee's obligation to pay, and/or Franchisor's right to receive, the liquidated damages for which Franchisee is obligated under Section 14.12.1, then Franchisee shall be liable to Franchisor for any and all damages Franchisor incurs, now or in the future, as a result of Franchisee's breach of this Agreement.

15. COVENANTS

15.1 Best Efforts. Franchisee covenants that during the Term of this Agreement except as otherwise approved in writing by Franchisor, Franchisee and its Owners, officers, and managers shall devote their full-time energy and best efforts to the management and operation of the Franchised Business.

15.2 In-Term Covenant Not to Compete. Franchisee, its Owners, and Franchisee's or any Owners' spouses who are in any way involved in the operation of the Franchised Business (the "**Covenanting Parties**") shall not, during the Term, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or other entity:

15.2.1 Own, manage, engage in, be employed by, advise, make loans to, lease or sublease space to, or have any other interest in any Competing Business anywhere (including inside and outside the Territory); provided, however, that this provision shall not apply to any ownership of Franchisee or an Owner of less than 1% of the outstanding equity securities of any publicly held corporation or of less than 5% of an investment fund which owns an interest in a Competing Business;

15.2.2 Divert or attempt to divert any business or customer of the Franchised Business to any Competing Business, by direct or indirect inducement or otherwise;

15.2.3 Perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

15.2.4 Use any vendor relationship established through Franchisee's association with Franchisor for any purpose other than to purchase products or equipment for use in the Franchised Business.

15.3 Post-Term Covenant Not to Compete. For a period of one year after the earlier to occur of the expiration or termination of this Agreement, regardless of the cause of termination, the Covenanting Parties will be subject to the same restrictions as in Section 15.2 (In-Term Covenant Not to Compete) of this Agreement, except that the restrictions contained in Sections 15.2.1 and 15.2.2 of this Agreement shall be limited during the post-term period to within the Territory and a 25-mile radius from the borders of such Territory. Notwithstanding any other provision of this Agreement, the running of the non-compete period will be tolled for the period that any Covenanting Party fails to comply with the non-compete obligations in this Section 15.3, provided that Franchisor commences legal action to enforce this provision within the one-year non-compete period.

15.4 Enforcement of Noncompetes. The Covenanting Parties acknowledge and agree that (i) the time, territory, and scope of the covenants provided in Section 15 (Covenants) are reasonable and necessary for the protection of Franchisor's legitimate business interests; (ii) Franchisee has received sufficient and valid consideration in exchange for those covenants; (iii) enforcement of the same would not impose undue hardship; and (iv) the period of protection provided by these covenants will not be reduced by any period of time during which the Covenanting Parties are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that Section 15 is judicially determined to be unenforceable by virtue of its scope or in terms of area or length of time but may be made enforceable by reductions of any or all thereof, the same will be enforced to the fullest extent permissible. Each Covenanting Party agrees that the existence of any claim it may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to Franchisor's enforcement of the covenants contained in Section 15. Franchisee acknowledges that any breach or threatened breach of Section 15 will

cause Franchisor irreparable injury for which no adequate remedy at law is available, and Franchisee consents to the issuance of an injunction prohibiting any conduct violating the terms of Section 15. Such injunctive relief will be in addition to any other remedies that Franchisor may have.

15.5 Binding Other Covenanting Parties. Each Covenanting Party other than Franchisee shall bind themselves to the noncompete provisions in Section 15 (Covenants) by signing, as applicable, the Franchisor's then-current form of Guaranty (if such Owner directly or indirectly holds a 15% or greater ownership interest in Franchisee's entity) or a noncompete agreement prescribed by Franchisor.

15.6 Franchisee May Not Withhold Payments. Franchisee shall not withhold any payments whatsoever due to Franchisor. No endorsement or statement on any check or payment of any sum less than the full sum due to Franchisor shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and Franchisor may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law.

16. TAXES

16.1 Taxes. Franchisee shall promptly pay when due all taxes levied or assessed including unemployment and sales taxes incurred by Franchisee in the conduct of the Franchised Business.

16.2 Disputed Taxes. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or Applicable Laws; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements to its office or other business premises.

17. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

17.1 Independent Contractor. It is understood and agreed by the parties to this Agreement that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose whatsoever. Franchisee shall have the right to profit from its efforts, commensurate with its status as owner of its business, and correspondingly to bear the risk of loss or failure that is characteristic of this status, notwithstanding the affiliation with Franchisor created by this Agreement. Nothing in this Agreement is intended to create a joint employer relationship between the parties, it being expressly understood that any personnel policies or procedures, forms, guidance, training materials, or other employment-related materials or information offered by Franchisor is provided solely for Franchisee's convenience. Franchisee's use of such information is completely optional and should not be construed as any intent or right to control Franchisee's operations, personnel decisions, or relationship with its employees. Franchisee is expressly advised to consult its own independent counsel for labor and employment advice.

17.2 Notification of Public. During the Term, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a license from Franchisor. Franchisee agrees to take such affirmative action as may be necessary to do so, as Franchisor may specify in the Manual or otherwise in writing.

17.3 Indemnification. From and after the Effective Date, Franchisee and Owners, jointly and severally, shall indemnify Franchisor and its Affiliates and their respective officers, directors, stockholders, members, managers, partners, employees, agents, attorneys, contractors, legal predecessors, legal successors, and assigns of each of the forgoing entities/individuals (in their corporate and individual capacities) (collectively, all such individuals and entities are referred to herein as the "**Franchisor**

Indemnitees") and hold Franchisor Indemnitees harmless to the fullest extent permitted by Applicable Laws, from any and all Losses and Expenses incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party in connection with the selection, development, ownership, operation or closing of the Franchised Business including any customer complaint or the failure of Franchisee to perform any covenant or agreement under this Agreement or any activities of Franchisee on or after the Effective Date, or any claims by any employee of Franchisee arising out of or relating to his or her employment with Franchisee (collectively "**Event**"), and regardless of whether it resulted from any strict or vicarious liability imposed by law on Franchisor Indemnitees, provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by any of Franchisor Indemnitees or the gross negligence or willful acts of any of Franchisor Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to Franchisee).

17.3.1 Promptly after the receipt by any Franchisor Indemnitee of notice of the commencement of any action against such Franchisor Indemnitee by a third party (such action, a "**Third-Party Claim**"), Franchisor Indemnitee will, if a claim with respect thereto is to be made for indemnification pursuant to Section 17.3 (Indemnification), give a claim notice to Franchisee with respect to such Third-Party Claim. No delay or failure on the part of Franchisor Indemnitee in so notifying Franchisee will limit any liability or obligation for indemnification pursuant to Section 17.3, except to the extent of any material prejudice to Franchisee with respect to such claim caused by or arising out of such delay or failure. Franchisor will have the right to assume control of the defense of such Third-Party Claim, and Franchisee and its Owners will be responsible for the costs incurred in connection with the defense of such Third-Party Claim, with counsel of Franchisee and its insurer's choice. Franchisee's counsel must be reasonably acceptable to Franchisor. Franchisee and its Owners will furnish Franchisor with such information as it may have with respect to such Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist Franchisor in the defense of such Third-Party Claim. The fees and expenses of counsel incurred by Franchisor will be considered Losses and Expenses for purposes of this Agreement. Franchisor may, as it deems necessary and appropriate, take such actions to take remedial or corrective action with respect thereof as may be, in Franchisor's reasonable discretion, necessary for the protection of Franchisor Indemnitees or other Franchised Businesses generally. Franchisor will not agree to any settlement of, or the entry of any judgment arising from, any Third-Party Claim without the prior written consent of Franchisee and its Owners, which will not be unreasonably withheld, conditioned or delayed. Any settlement or compromise of any Third-Party Claim must include a written release from liability of such claim for all Franchisor Indemnitees.

18. APPROVALS, WAIVERS, AND FORCE MAJEURE

18.1 Written Approval. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor, and such approval or consent shall be obtained in writing.

18.2 No Waiver. No failure of either party to execute any power reserved to it by this Agreement, or to insist upon strict compliance by the other party with any obligation or condition under this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of the right to demand exact compliance with any of the terms of this Agreement. Waiver by one party of any particular default by the other party shall not affect or impair the rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission to exercise any power or right arising out of any breach or default by the other party of any of the terms, provisions or covenants of this Agreement, affect or impair the right to exercise the same, nor shall such

constitute a waiver of any right under this Agreement, or the right to declare any subsequent breach or default. Subsequent acceptance by Franchisor of any payments due to it shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

18.3 Force Majeure. Neither Franchisor nor Franchisee will be liable for loss or damage to the other, or be in breach of, this Agreement if Franchisor's or Franchisee's failure to perform their respective obligations results from: (a) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (b) acts of God; (c) strikes or lock-outs; (d) fires, embargoes, insurrection, war, acts of terrorism or similar events, or riots; (e) epidemic, pandemic, or mass casualty event; or (f) any other similar event or cause beyond the reasonable control of either party or their Affiliates (a "**Force Majeure Event**"). Any delay resulting from a Force Majeure Event will extend performance or excuse performance, in whole or in part, as may be reasonable, except that a Force Majeure Event will not excuse payments of amounts owed at the time of the Force Majeure Event or payment of Operating Fees or other amounts due Franchisor.

19. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and may be given by personal service, by depositing a copy of the notice in certified or registered mail, with postage fully prepaid, or by overnight express courier in a sealed envelope addressed to the address of Franchisee as set forth in the introductory portion of this Agreement, if notice is to be given to Franchisee. Notice to Franchisor shall be addressed to Franchisor's Vice President of Operations at ServiceMaster Clean/Restore SPE LLC, One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328, if such notice is to be given to Franchisor. The address given in this Agreement for the service of notice may be changed at any time by either party through written notice to be given to the other as provided in the Manual or otherwise in writing. Notice shall be deemed given when mailed to the designated address of Franchisor or Franchisee.

20. CONSTRUCTION AND INTERPRETATION

20.1 Construction and Interpretation. All references in this Agreement in the singular shall be construed to include the plural where applicable, and all covenants, agreements and obligations assumed by Franchisee pursuant to this Agreement shall be deemed to be joint and several covenants, agreements and obligations of the several persons named herein as Franchisee. If Franchisee is a corporation, limited liability company or other legal entity, all covenants, agreements and obligations in this Agreement will apply to the Owners in Franchisee. All captions in the Agreement are intended solely for the convenience of the parties and shall not be deemed to affect the meaning or construction of any provision of this Agreement. The words "**include**," "**including**," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter.

20.2 Franchisor's Sole Discretion and Business Judgment. Franchisee understands and acknowledges that it is entering into a long-term relationship to become part of Franchisor's franchise network and that competitive and other relevant business conditions may change during the Term. Franchisee agrees that Franchisor has the right to operate, develop, and change the System and its business in any manner that is not specifically prohibited by this Agreement. Whenever Franchisor has reserved in this Agreement, or is deemed to have, a right to take or to withhold an action, or to grant or decline to grant Franchisee a right to take or omit an action, Franchisor may make such decision or exercise its right and/or discretion on the basis of Franchisor's judgment of what is in Franchisor's best interests, including Franchisor's judgment of what is in the best interests of the franchise network and System, at the time Franchisor's decision is made or its right or discretion is exercised, without regard to whether: (a) other reasonable alternative decisions or actions, could have been made by Franchisor; (b) Franchisor's decision or the action it takes applies differently to Franchisee and one or more other franchisees or Franchisor's

company-owned or Affiliate-owned operations; or (c) Franchisor's decision or the exercise of its right or discretion is adverse to Franchisee's interests. In the absence of an applicable statute, Franchisor will have no liability to Franchisee for any such decision or action. Franchisor and Franchisee intend that the exercise of Franchisor's right or discretion will not be subject to limitation or review. If Applicable Laws imply a covenant of good faith and fair dealing in this Agreement, Franchisor and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants Franchisor the right to make decisions, take actions, and/or refrain from taking actions that are not inconsistent with Franchisee's rights and obligations under this Agreement.

20.3 Survival. Each provision of this Agreement that expressly or by reasonable implication is to be performed, in whole or in part, after the expiration, termination, or Transfer of this Agreement will survive such expiration, termination, or Transfer, including Sections 6 (Intellectual Property), 8 (Confidential Information and Data Protection), 12 (Noncompete Covenants), 14 (Obligations Upon Termination), 15 (Covenants), 17 (Independent Contractor and Indemnification), 24 (Dispute Resolution), and 25 (Governing Law).

21. ENTIRE AGREEMENT; AMENDMENTS

21.1 Entire Agreement. This Agreement and all exhibits to this Agreement constitute the entire agreement between the Franchisor and Franchisee with respect to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations, and agreements concerning the subject matter. This Agreement includes the terms and conditions on Exhibit A, which are incorporated into this Agreement by this reference. To the extent that any provisions of Exhibit A are in direct conflict with the provisions of this Agreement, the provisions of Exhibit A shall control. Nothing in this or in any Related Agreement, however, is intended to disclaim the representations Franchisor made in the franchise disclosure document that Franchisor furnished to Franchisee.

21.2 Amendments. Any amendment or modification of this Agreement is invalid unless made in writing and signed by the parties.

21.3 No Other Representations. Franchisee acknowledges that neither Franchisor nor anyone on behalf of Franchisor, has made any representations, inducements, promises or agreements, orally or otherwise, regarding the subject matter of this Agreement which are not embodied in this Agreement, and that no other representations induced Franchisee to execute this Agreement.

22. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

23. SEVERABILITY

23.1 Provisions Severable. Except as expressly provided to the contrary in this Agreement, each section, part, term and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term and/or provision of this Agreement is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties to this Agreement; and the invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement.

23.2 Unenforceable Provisions. In addition to Franchisee's covenants under Section 15

(Covenants) of this Agreement, Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

23.3 Applicability Only to Parties. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee and their respective successors and assigns as may be contemplated by Section 12 (Assignment) of this Agreement, any rights or remedies under or by reason of this Agreement.

24. DISPUTE RESOLUTION

24.1 Alternative Dispute Resolution Procedure. Except as otherwise provided in Section 24.2 (Excepted Disputes), any claim, dispute, suit, action, controversy, or proceeding of any type whatsoever between (i) any Franchisee Related Parties (as defined in Section 28 (Definitions)) and (ii) any Franchisor Related Parties (as defined in Section 28 (Definitions)) relating to (a) this Agreement, (b) the relationship of any of Franchisor Related Parties with any of Franchisee Related Parties, or (c) the Franchised Business, including disputes related to compliance with franchise, labor, or employment laws (collectively, (a) through (c), the "**Covered Disputes**") must be resolved in accordance with the alternative dispute resolution procedures described in this Section 24.1. The Franchisee Related Parties and any Franchisor Related Parties shall all be considered third-party beneficiaries of this Section 24 (Dispute Resolution) only and shall be included in the term "parties" or "party" in Section 24 (Dispute Resolution).

24.1.1 Informal Negotiation. To initiate the dispute resolution process, the party alleging a Covered Dispute must provide the other party with written notice setting forth the factual and legal basis for the alleged Covered Dispute in detail and requesting a meeting (the "**Dispute Notice**"). Each Covered Dispute must be discussed in a face-to-face meeting or, upon agreement of the parties, in a video or telephone conference call held within 30 days after such Dispute Notice is provided to the other party. Unless otherwise agreed by the parties, the party initiating the process must wait at least 30 days after the Dispute Notice has been delivered to the other party before submitting the dispute to mediation.

24.1.2 Mediation. If the Covered Dispute is not resolved informally as provided in Section 24.1.1 (Informal Negotiation), the party alleging the Covered Dispute must submit the Covered Dispute for non-binding mediation. All parties must attend and participate in the mediation with a representative having authority to resolve the Covered Dispute. The mediation shall be governed by the rules of the American Arbitration Association (the "**AAA**") before one mediator selected by the parties, and if the parties cannot agree upon the mediator, then a mediator selected by the AAA. It is the intent of the parties that mediation shall be held not later than 30 days after a written request for mediation shall have been served on the other parties, unless the parties agree otherwise. The mediation shall be held in the metropolitan area of Franchisor's then-current principal place of business (currently, Atlanta, Georgia) and shall not last more than one day, unless the parties agree otherwise. The parties will split equally the cost of any mediation. Any party may be represented by counsel and may bring persons appropriate to the proceeding.

24.1.3 Arbitration. If the parties do not resolve the Covered Dispute after the conclusion of the mediation, such Covered Dispute must be subject to and resolved exclusively by binding arbitration. **This means that all Covered Disputes that either party would otherwise have the legal right to sue for in court shall be subject to final and binding arbitration under the arbitration provisions set forth in this Section 24.1.3 and not decided by a court or a jury.** If there are any ambiguities in the terms or conditions of this Section 24, it is the parties' intent that all ambiguities be resolved in favor of arbitration. For the purposes of this Section 24.1.3, Covered Disputes will not include disputes that an applicable federal

statute provides cannot be arbitrated or cannot be subject to a pre-dispute agreement to arbitrate.

24.1.3.1Arbitration Procedure. Either party may commence arbitration by sending written demand for arbitration to the other party and filing the same with the AAA. The arbitration proceeding shall be presided over and decided by a single arbitrator if neither party seeks relief exceeding $1,000,000 in total, inclusive of any claims for attorneys' fees, costs, and other expenses of the proceeding (excluding arbitrators' fees). Alternatively, if either party seeks relief exceeding $1,000,000 in total, inclusive of any claims for attorneys' fees, costs, and other expenses of the proceeding (excluding arbitrators' fees), the arbitration proceeding shall be presided over and decided by a panel of three arbitrators. In either event, the arbitrator(s) shall be selected under the procedures of the AAA then in effect at the time of filing the arbitration demand, with the single arbitrator or at least one of the panel arbitrators, as the case may be, who have primarily practiced franchise law for at least five years. The arbitration proceeding shall be conducted in accordance with the then-current Commercial Arbitration Rules of the AAA. All arbitration proceedings will be held at the offices of the AAA or other suitable offices that Franchisor selects in the metropolitan area in which its principal place of business is then located (currently, Atlanta, Georgia). The arbitrator shall have no authority to select a different hearing locale. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

24.1.3.2Scope. The arbitrator (and not a court) shall decide all issues with respect to any Covered Dispute, including issues regarding the non-availability of class arbitration, timeliness, arbitration procedures, statute of limitations, and all other issues regarding the application, interpretation, enforceability, coverage, and implementation of Section 24.1.3, including whether the parties have entered into this Agreement. In accordance with Section 24.5 (Mutual Waiver of Class or Collective Actions), the arbitrator shall have no authority to consider or resolve any claim or issue in a Covered Dispute on any basis other than on an individual basis and may not consolidate or join one or more Covered Disputes pertaining to Franchisee or another Franchisee Related Party with any other dispute(s).

24.1.3.3Relief. The arbitrator shall have the power and authority in a Covered Dispute to award any remedy or relief available under Applicable Laws, including actual damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs (in accordance with Section 24.10 (Enforcement Expenses)), except the arbitrator may not (a) declare any Mark generic or otherwise invalid or (b) award any indirect, special, consequential, exemplary, lost profit (excluding liquidated damages as detailed in Section 14.12 (Liquidated Damages)), or punitive damages against either party, except as expressly provided in Section 24.4 (Mutual Limitation of Liability and Waiver of Punitive Damages). If the arbitration is presided by a single arbitrator, notwithstanding anything to the contrary in this Agreement, the arbitrator may not grant any party monetary relief exceeding $1,000,000 in total, inclusive of any claims for attorneys' fees, costs, and other expenses of the proceeding (excluding arbitrators' fees).

24.1.3.4Binding Decision. The arbitrator or arbitration panel shall issue a reasoned award. The decision and award of the arbitrator will be final, conclusive, and binding on all parties regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator, and judgment on the award, including any partial, temporary or interim award, may be entered in any court of competent jurisdiction (and such proceeding shall not itself be deemed a Covered Dispute).

24.1.3.5Confidentiality. All evidence, testimony, records, documents and information disclosed in any arbitration hearing between the parties will be secret and confidential in all respects. Neither party will disclose any evidence, testimony, records, documents or information from any arbitration hearing to any other person or entity except the party's attorney or as required or expressly permitted by Applicable Laws.

24.2 Exceptions to Alternative Dispute Resolution.

24.2.1 Excepted Disputes. Unless Franchisor consents in writing otherwise, the following disputes, including Covered Disputes, will not be subject to or resolved through the informal negotiation, non-binding mediation, and binding arbitration procedures specified in Section 24.1 (Alternative Dispute Resolution Procedure) and will instead be resolved through litigation: (a) disputes relating to Franchisee's use of the Marks (including Lanham Act or common law claims); (b) disputes that otherwise relate to the ownership or validity of any of Franchisor's intellectual property or the enforcement of Franchisor's intellectual property rights; (c) disputes that involve protection of Franchisor's Confidential Information; (d) disputes related to the enforcement of Section 15 (Covenants); and (e) disputes related to the payment of sums that any of the Franchisee Related Parties owes to any of the Franchisor Related Parties (collectively, "**Excepted Disputes**"). The parties acknowledge and agree that any dispute or challenge as to whether a claim qualifies as an Excepted Dispute shall be determined by a court and not in arbitration.

24.2.2 Injunctive Relief. Notwithstanding the parties' agreement to resolve Covered Disputes through the informal negotiation, non-binding mediation, and binding arbitration procedures specified in Section 24.1 (Alternative Dispute Resolution Procedure), either party will have the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution of the actual Covered Dispute that would otherwise be subject to arbitration; provided, however, that such party must contemporaneously submit the Covered Dispute for informal negotiation, non-binding mediation, and binding arbitration on the merits as provided in Section 24 (Dispute Resolution). In addition to any other relief available at law or equity, Franchisor will have the right to obtain restraining orders or temporary or permanent injunctions to, among other things: (a) enforce the provisions of this Agreement related to the use or protection of the Marks, Confidential Information, other components of the System, or other intellectual property of any of Franchisor Related Parties; (b) enforce the non-compete covenants in Section 15 (Covenants); (c) enforce the obligations of any Franchisee Related Party on termination or expiration of this Agreement; and (d) prohibit any act or omission by any Franchisee Related Party that is a violation of Applicable Laws or that threatens to harm the Marks, the System, or the business of other franchisees or Franchisor Related Parties. Franchisee agrees that Franchisor Related Parties will not be required to prove actual damages or post a bond in excess of $1,000 or other security in seeking or obtaining injunctive relief (both preliminary and permanent) and/or specific performance with respect to this Agreement.

24.2.3 Forum for Litigation. Any litigation related to an Excepted Dispute or for injunctive relief pursuant to Section 24.2.2 (Injunctive Relief) must be filed exclusively in the state court or United States District Court for the district in which Franchisor has its principal place of business at the time of filing (currently, Atlanta, Georgia) (the "**Exclusive Forum**"). The parties waive all objections or challenges to personal jurisdiction and venue in the Exclusive Forum, including forum *non conveniens* and transfer under 28 U.S.C. § 1404. Notwithstanding the foregoing, Franchisor may enforce this Agreement in the courts of the state or states in which Franchisee is domiciled or the Franchised Business is operated.

24.2.4 Related Claims. If Franchisor files any litigation seeking injunctive relief or asserting any claims related to any Excepted Disputes, Franchisor may assert and resolve all related claims, including claims related to Covered Disputes, in the same litigation action, notwithstanding Section 24 (Dispute Resolution).

24.3 **MUTUAL WAIVER OF JURY TRIAL. THE PARTIES EACH KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY A JURY IN ANY COVERED DISPUTE AND ANY RIGHT TO HAVE A COVERED DISPUTE BE DECIDED BY A COURT OR A JURY.**

24.4 **MUTUAL LIMITATION OF LIABILITY AND WAIVER OF PUNITIVE DAMAGES. EXCEPT FOR (A) CLAIMS RELATED TO THE FRANCHISEE RELATED PARTIES' OBLIGATION TO INDEMNIFY FRANCHISOR AND THE FRANCHISOR**

INDEMNITIES FOR THIRD-PARTY CLAIMS UNDER SECTION 17.3 (INDEMNIFICATION), (B) CLAIMS RELATED TO ANY OF THE FRANCHISEE RELATED PARTIES' INFRINGEMENT OF ANY OF THE FRANCHISOR RELATED PARTIES' INTELLECTUAL PROPERTY, AND (C) CLAIMS RELATED TO ANY FRANCHISEE RELATED PARTIES' BREACH OF ITS OBLIGATIONS UNDER SECTION 8 (CONFIDENTIAL INFORMATION AND DATA PROTECTION), NEITHER PARTY WILL BE ENTITLED TO RECOVER INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES FOR ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE PARTIES' BUSINESS RELATIONSHIP.

24.5 **MUTUAL WAIVER OF CLASS OR COLLECTIVE ACTIONS. FRANCHISOR AND FRANCHISEE EACH WAIVE ANY RIGHT TO BRING ANY CLAIMS ON A CLASS-WIDE OR GROUP, REPRESENTATIVE, CONSOLIDATED, JOINT, OR COLLECTIVE BASIS. EACH PARTY MUST BRING ANY CLAIMS AGAINST THE OTHER PARTY ON AN INDIVIDUAL BASIS AND MAY NOT JOIN ANY CLAIM IT MAY HAVE WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR OTHERWISE PARTICIPATE IN A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER PARTY.**

24.6 **ONE-YEAR LIMITATION ON CLAIMS. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR COVERED DISPUTES WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING IS COMMENCED IN THE PROPER FORUM WITHIN ONE YEAR FROM THE DATE ON WHICH THE VIOLATION, ACT, OMISSION, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM**, except for claims (which may be brought by any Franchisor Related Party against any Franchisee Related Party at any time): (a) relating to third-party claims or suits brought against any Franchisor Related Party as a result of the operation of the Franchised Business; (b) relating to the enforcement of any intellectual property rights of any Franchisor Related Party; (c) relating to Franchisee's non-payment or underpayment of amounts owed to a Franchisor Related Party; (d) concerning the obligations of any Franchisee Related Party under Section 8 (Confidential Information and Data Protection) or Section 15 (Covenants) of this Agreement; (e) related to the non-compliance of any Franchisee Related Parties with any post-termination obligations under this Agreement; and (f) regarding an assignment of this Agreement or any ownership interest therein.

24.7 No Collateral Estoppel. No arbitration finding, conclusion, or award may be used to collaterally estop or otherwise preclude either party from raising any like or similar claim, issue, or defense against third parties, including other franchisees, in any subsequent arbitration, litigation, court hearing, or other proceeding.

24.8 Remedies Not Exclusive. Except as provided for in Section 24.5 (Mutual Waiver of Class or Collective Actions), no right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under Applicable Laws. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

24.9 No Recourse. Franchisee acknowledges and agrees that, except as provided under an express statutory liability for such conduct, ~~Franchisor,~~(a) Franchisor's Affiliates and (b) Franchisor's and its Affiliates~~, and their~~' respective former and current owners, stockholders, members, managers, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, benefits administrators, investors, affiliates, funds, vendors, and service providers~~,~~ will not be liable for (i) any of Franchisor's obligations or liabilities relating to or arising from this Agreement, (ii) any claim against Franchisor based on, in respect of, or by reason of, the relationship between Franchisee and Franchisor, or (iii) any claim against Franchisor based on any of Franchisor's

alleged unlawful act or omission. For the avoidance of doubt, this provision constitutes an express waiver of any claims based on a theory of vicarious liability to the fullest extent allowed under Applicable Laws, unless such vicarious claims are authorized by an express, written guarantee of performance or a statutory obligation.

24.10 Enforcement Expenses.

24.10.1 Payable by Franchisee. Franchisee agrees to reimburse Franchisor (or the relevant Franchisor Related Party) for all costs and expenses Franchisor and any Franchisor Related Party reasonably incurs (including accountants', attorneys', investigators', and expert witness fees, cost of investigation and proof of facts, court costs, arbitration fees, other litigation expenses, and travel and living expenses) (i) to enforce the terms of this Agreement, any Related Agreement, or any obligation owed to a Franchisor Related Party by a Franchisee Related Party against Franchisee and/or any Franchisee Related Party (whether or not Franchisor or the Franchisor Related Party initiates a legal proceeding, including arbitration, unless Franchisor or the Franchisor Related Party initiates and fails to substantially prevail in such court or formal legal proceeding, including arbitration); and (ii) in the defense of any claim Franchisee and/or any Franchisee Related Party asserts against Franchisor or any Franchisor Related Party on which Franchisor or the Franchisor Related Party substantially prevails in court or other formal legal proceedings, including arbitration.

24.10.2 Payable by Franchisor. Franchisor agrees to reimburse Franchisee for all expenses Franchisee reasonably incurs (including accountants', attorneys', investigators', and expert witness fees, cost of investigation and proof of facts, court costs, arbitration costs, other litigation expenses, and travel and living expenses): (i) to enforce the terms of this Agreement or any obligation owed to Franchisee by Franchisor (whether or not Franchisee initiates a legal proceeding, including arbitration, unless Franchisee initiates and fails to substantially prevail in such court or formal legal proceeding, including arbitration); and (ii) in the defense of any claim Franchisor asserts against Franchisee on which Franchisee substantially prevails in court or other formal legal proceedings, including arbitration.

25 GOVERNING LAW

Except to the extent governed by the United States Trademark Act (the Lanham Act) or the Federal Arbitration Act, this Agreement and all disputes directly or indirectly related to or arising from this Agreement or the parties' business relationship shall be governed, interpreted, and construed under the laws of the State of Georgia, which laws shall prevail in the event of any conflict of law, without regard to the application of any Georgia conflict-of-law rules.

26 PRICES

Subject to Applicable Laws, Franchisor may require Franchisee to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, as set forth in the Manual or otherwise in writing from time to time. If Franchisor sets a suggested retail price for a good or service, Franchisor may prohibit Franchisee from advertising any other prices for such goods or services. Where no price or maximum or minimum price has been specified or established by Franchisor, Franchisee may sell such goods or services at any reasonable price it chooses. Advertised prices and specified maximum and minimum prices for goods or services may vary from region to region to the extent deemed necessary by Franchisor in order to reflect differences in costs and other factors applicable to such regions.

27 ACKNOWLEDGMENTS

27.1 Receipt of Franchise Disclosure Document. The Franchisee acknowledges disclosure and receipt of Franchisor's Franchise Disclosure Document at the earlier of at least ten business days prior or

14 calendar days, whichever is applicable in Franchisee's state, to the execution of this Agreement, and at least ten business days or 14 calendar days, whichever is applicable in Franchisee's state, before any payment by Franchisee, or at Franchisee's first personal meeting with Franchisor.

27.2 Additional Documents. Franchisee and all persons claiming under it shall at any time hereafter, upon the request of Franchisor, make all such further assurances, and execute such additional documents as Franchisor deems necessary to effectuate the terms and conditions of this Agreement.

27.3 Acknowledgements in Certain States. The following acknowledgements apply to all franchisees and Franchised Businesses, except those that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

27.3.1 Independent Investigation. Franchisee acknowledges that it is entering into this Agreement as a result of its own independent investigation of the Franchised Business and not as a result of any representations about Franchisor or the Franchised Business made by Franchisor's members, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in (a) this Agreement or (b) any disclosure document, prospectus, or other similar document required or permitted to be given to Franchisee pursuant to Applicable Laws. Franchisee acknowledges that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee as an independent entity. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business contemplated by this Agreement.

27.3.2 Consultation with Advisors. Franchisee acknowledges that it has received, read and understood this Agreement, the Exhibits to this Agreement, if any, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement.

27.3.3 Acknowledgement of Risks. Franchisee acknowledges and agrees that the Franchised Business may be impacted by many risks, including those outside Franchisee's or Franchisor's control such as economic, political or social disruption, including COVID-19. In addition, Franchisee acknowledges and agrees that the COVID-19 outbreak and any preventative or protective actions that federal, state, and local governments may take in response to this pandemic may result in a period of business disruption, reduced customer demand, and reduced operations for the Franchised Business, and that the extent to which the COVID-19 outbreak impacts the Franchised Business will depend on future developments which are highly uncertain and which Franchisor cannot predict

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

> No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

28 DEFINITIONS

In addition to the terms that are defined in other parts of this Agreement, the following terms have the indicated meanings:

"Abandoned" means closure of the Franchised Business for a period of ten consecutive business days without Franchisor's prior written consent. In addition, a repeated pattern of closures of any Franchised Business for periods of more than three consecutive business days may result in the Franchised Business being deemed Abandoned if, in Franchisor's sole discretion, such closure adversely impacts the Franchised Business. The Franchised Business shall not be deemed Abandoned if the closure is due to acts of God or other matters beyond Franchisee's control (other than Franchisee's inability to procure revenue or projects), provided that (i) Franchisee gives notice of any such closure to Franchisor within ten days after the initial occurrence of the event resulting in the closure, (ii) Franchisor acknowledges in writing that the closure is due to one of the foregoing causes, and (iii) Franchisee resumes operating the Franchised Business in an approved location within 60 days or such longer period as Franchisor may permit after the initial occurrence of the event which resulted in the closure.

"**Affiliate**" means, with respect to a party, any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling, such party. For purposes of this definition, "**control**" means the power to direct or cause the direction of management and policies.

"**Applicable Laws**" means all relevant or applicable national, state and local laws, including statutes, rules, regulations, ordinances, directives, and codes.

"**Competing Business**" has the meaning that is specified in Exhibit A.

"**Confidential Information**" means any information, knowledge, know-how, and/or trade secrets related to the System, any Optional Programs, any SM Licenses, or the operation or development of Franchised Businesses that Franchisor or its Affiliates disclose to Franchisee and/or that Franchisor or its Affiliates designates as or deems to be confidential, or that, by its nature, would reasonably be expected to be held in confidence or kept secret. Without limiting the definition of "Confidential Information," all of the following will be conclusively presumed to be Confidential Information whether or not Franchisor designates them as such: (i) the Manual; (ii) pricing information; (iii) materials describing the franchise network and System; (iv) the sources (or prospective sources) of supply and all information related to or concerning the same, including the identity and pricing structures with suppliers; (v) the training materials; (vi) Franchisor's marketing plans and development strategies; (vii) Customer Information; (viii) Standards and specifications issued by Franchisor; (ix) knowledge or know-how regarding the development and operation of Franchised Businesses; and (x) all other information Franchisor or its Affiliates give to Franchisee in confidence. "Confidential Information" does not include information, knowledge or know-how that is or becomes generally known in the clean and restoration industries (without violating an obligation to Franchisor or its Affiliates) or that Franchisee knew from previous business experience before Franchisor provided it to Franchisee (directly or indirectly) or before Franchisee began training or operating the Franchised Business.

"**Control Transfer**" means any transfer (as defined below) of (a) this Agreement (or any interest in this Agreement), (b) the Franchised Business or all or substantially all of its assets, (c) a Controlling Ownership Interest in Franchisee, whether in one transaction or a series of related transactions (regardless of the time period over which these transactions take place), or (d) a Controlling Ownership Interest in any Controlling Owner (if such Owner is a legal entity), whether in one transaction or a series of related transactions (regardless of the time period over which these transactions take place).

"**Controlling Owner**" means an individual or legal entity holding a direct or indirect Controlling Ownership Interest in Franchisee.

"**Controlling Ownership Interest**" in a legal entity means, whether directly or indirectly, either (a) the record or beneficial ownership of, or right to control, 50% or more of the investment capital, equity, rights to receive profits or losses, or other rights to participate in the results of the entity, or (b) the effective control of the power to direct or cause the direction of that entity's management and policies, including a general partnership interest (with respect to an entity that is a partnership) and a manager or managing member interest (with respect to an entity that is a limited liability company), or the power to appoint or remove any such party. In the case of (a) or (b), the determination of whether a "Controlling Ownership Interest" exists is made both immediately before and immediately after a proposed transfer.

"**Core Services**" has the meaning that is specified in Exhibit A.

"**Customer Information**" means all names, contact information, financial information, and other personal information or data of, or relating to, the customers and prospective customers of the Franchised Business.

"**Effective Date**" means the date listed on page one of this Agreement, regardless of the date upon which Franchisor and Franchisee sign this Agreement.

"**Franchisee Related Parties**" means (i) Franchisee, its Affiliates, and/or its Owners, (ii) any owners, officers, directors, employees, spouses, family members, or agents of Franchisee, its Affiliates, and/or its Owners, and/or (iii) any other entities or persons acting through, or in concert, with Franchisee, its Affiliates, and/or its Owners.

"**Franchisor Related Parties**" means Franchisor, its Affiliates, or each of their respective former and current owners, stockholders, members, managers, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, divisions, benefits administrators, investors, or funds.

"Good Standing" means, with respect to a party, such is in "Good Standing" if each of them (a) are in full compliance with all Obligations, (b) are not insolvent, meaning that Franchisee can satisfy all of its debts and obligations as they come due, (c) have not had any Related Agreements terminated during the Term as a result of their default, (d) have not received during the term more than three default notices under this Agreement or more than three default notices under any Related Agreement (regardless of whether any such defaults were timely cured), (e) have not sold, transferred, assigned or pledged any future proceeds or receivables under this Agreement to a creditor, (f) have not received during the preceding 12-month period more than two default notices under this Agreement or more than two default notices under any Related Agreement (regardless of whether any such defaults were timely cured), and (g) have no pending or threatened litigation or disputes with Franchisor, its Affiliates, or its approved vendors. "**Obligations**" include all obligations to Franchisor, its Affiliates, or its approved vendors, whether arising under (i) this Agreement, (ii) any Related Agreements, (iii) the Manual, or (iv) other standards or requirements specified by Franchisor.

"Gross Service Sales" means **(X)** all charges and/or revenues which are billed, received, or earned by Franchisee, any Franchisee Related Parties, and/or any Subcontractors engaged by Franchisee:

A. by, at, or in connection with the Franchised Business or the use of any of the Marks;

B. relating to the kinds of goods or services available now or in the future through the Franchised Business and/or distributed in association with the Marks or the System;

C. relating to the operation of any Similar Business;

D. with respect to any co-branding activities (including goods or services provided under, or in conjunction with, a mark other than the Marks); and/or

E. with respect to any other revenues of any kind received from third parties related to the operation of the Franchised Business, including any revenue received from Franchisor or its Affiliates (such as revenue collected by Franchisor or its Affiliates directly from customers that is related to work performed by Franchisee) or from vendors (such as rebates or ~~referral fees~~Referral Fees); **less**

(Y) any approved adjustments that may be deducted in accordance with the royalty remittance policy in the Manual, as such policy may be revised from time to time. Unless otherwise specified in the Manual or by Franchisor in writing, Gross Service Sales includes all revenue at the time billed and must be reported monthly on an accrual basis in the month the work was billed to the customer, regardless of when and if such revenue is collected by Franchisee. Unless otherwise specified in the Manual, any expenses related to goods or services provided to Franchisee or customers by Franchisee Related Parties (acting as a Subcontractor, vendor, or otherwise) will not be deductible as an adjustment from Gross Service Sales.

"**Losses and Expenses**" means losses, liabilities, claims, penalties, damages (compensatory, exemplary, and punitive), fines, payments, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, assessments, compromises, compensation for damages to Franchisor's reputation and goodwill, and all other costs associated with any of the foregoing losses and expenses.

"**Marks**" means the trademarks, service marks and trade names together with the related logo(s), including designs, stylized letters, and colors, that Franchisor permits Franchisee to use in connection with the Franchised Business and any other additional or substituted trademarks, trade names, service marks or logos that Franchisor later adopts and authorizes Franchisee in writing to use.

"**Non-Control Transfer**" means any Transfer (as defined in this Agreement) of (a) a non-Controlling Ownership Interest in Franchisee, (b) a non-Controlling Ownership Interest in any Controlling Owner (if such Owner is a legal entity), or (c) a Controlling Ownership Interest or non-Controlling Ownership Interest in any Non-Controlling Owner (if such Owner is a legal entity).

"**Non-Controlling Owner**" means any Owner which is not a Controlling Owner.

"**Owner**" means any person or entity holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in Franchisee, including any person or entity who has a direct or indirect interest in Franchisee, this Agreement, the franchise, or the Franchised Business and any person or entity who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets or any capital appreciation relating thereto.

"**Related Agreement**" means any agreement between Franchisee, its Affiliates, or its Owners, on one hand, and Franchisor, its Affiliates, and/or its approved vendors, on the other hand, including agreements related to the Franchised Business, another System Business, or any other business or franchise.

"**Similar Business**" means any business that offers, is otherwise involved in, or deals with any goods, products and/or services, which are substantially similar to those goods, products, and/or services now or in the future authorized by Franchisor to be offered at or from a System Business or otherwise (including any such enterprise and/or entity awarding franchises or licenses to operate or be involved with any such business), including the Core Services and any other services licensed by Franchisor, as described in the Agreement, the Manual, or Franchisor's Franchise Disclosure Document. Franchisor's receipt of any Royalties with respect to any Similar Business is not an approval of Franchisee's involvement with any Similar Business.

"**Standards**" means the guidelines, standards, specifications, rules, requirements, and directives, including those specified in the Manual, that Franchisor establishes from time to time for the operation of a Franchised Business, including interior and exterior design and décor and equipment.

"**Subcontractor**" means any third party or Franchisee Related Party that contracts directly with Franchisee to carry out work for Franchisee.

"**Transfer**" (whether or not such term is capitalized) means and includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, pledge, mortgage, encumbrance, or other disposition of any interest in (i) this Agreement; (ii) Franchisee; (~~with any interest in this Agreement including the sale, assignment, or pledge of future receivables to a third party);~~iii) the Franchised Business or substantially all of its assets; (iv) any of Franchisee's Owners (if such Owner is a legal entity); or (v) any right to receive all or a portion of the Franchised Business', Franchisee's, or any Owner's profits or losses or any capital appreciation relating to the Franchised Business, Franchisee, or any Owner. An assignment, sale, gift, or other disposition includes the following events: (a) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest; (b) merger or consolidation or issuance of additional securities or other forms of ownership interest; (c) any pledge, sale, or other transfer of a security or other interest convertible to an ownership interest; (d) transfer in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law; (e) transfer by will, declaration of or transfer in trust, or under the laws of intestate succession; and (f) foreclosure upon or exercising any similar rights or remedies with respect to any security interest in this Agreement (to someone other than Franchisor), the Franchised Business or an ownership interest in Franchisee or one of its Owners, foreclosure upon the Franchised Business, or Franchisee's transfer, surrender, or loss of the Franchised Business, possession, control, or management.

29. REPRESENTATIONS BY FRANCHISEE

29.1 Significant Dates. The Franchisee hereby certifies that the following information and dates are true and correct and the undersigned understands that Franchisor is relying on these statements in consideration of entering into this Agreement.

		Insert Applicable Response
a.	The date on which Franchisee received a Franchise Disclosure Document with all exhibits (Must be same date as date entered on Item 23 Receipt Page):	
b.	The date of Franchisee's first personal meeting with a representative of Franchisor to discuss the possible purchase of this Agreement. (Does not apply to renewal of existing License):	
c.	Name of Franchisor's representatives involved in the sales process:	
d.	The date Franchisee received a completed copy (except for signatures) of this Agreement:	
e.	The date on which Franchisee signed this Agreement:	
f.	The date on which Franchisee delivered any deposit, down payment, purchase price, or other payment in the form of cash, check, or other consideration to Franchisor:	

29.2 Representations by Franchisee in Certain States. The following representations must be completed by, and will only apply to, all franchisees and Franchised Businesses, except those that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

29.2.1 No oral, written, or visual claim or representation which contradicted the Franchise Disclosure Document was made to Franchisee except:

_____

(if none, Franchisee shall write "none")

29.2.2 No oral, written, or visual claim or representation which contradicted the Franchise Disclosure Document was relied upon by Franchisee in signing the Agreement except:

_____

(if none, Franchisee shall write "none")

29.2.3 No oral, written, or visual claim or representation which stated or suggested any sales, income or profit levels was made to Franchisee except in Item 19 of the Franchise Disclosure Document and:

_____

(if none, Franchisee shall write "none")

29.2.4 No oral, written, or visual claim or representation which stated or suggested any sales, income or profit levels except those made in Item 19 of the Franchise Disclosure Document were relied upon by Franchisee in signing the Agreement except:

_____

(if none, Franchisee shall write "none")

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

FRANCHISOR	**FRANCHISEE**
SERVICEMASTER CLEAN/RESTORE SPE LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
TO THE FRANCHISE AGREEMENT

DISASTER RESTORATION LICENSE

This Exhibit is attached to and is an integral part of the ServiceMaster Restore® Franchise Agreement dated _____ (the "**Agreement**"), by and between ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Restore (the "**Franchisor**") and «Franchisee Name» (the "**Franchisee**"), doing business under the name, «DBA Name». To the extent that any provisions of Exhibit A are in direct conflict with the provisions of the Agreement, the provisions of this Exhibit A shall control.

1. LICENSE (Recitals): A Disaster Restoration License is being licensed to Franchisee under this Agreement. Franchisee understands and agrees that no other program or services are licensed to Franchisee under the Agreement. Pursuant to this Disaster Restoration License, Franchisee is licensed to, and is required to, offer and provide through the Franchised Business (a) Core Services and (b) Additional Core Services. In addition, Franchisee may offer and provide through the Franchised Business (i) Construction Services (if it complies with the Construction Services section of this Exhibit A and signs a Construction Services Amendment) and (ii) Supplemental Services.

"**Core Services**" currently include a full range of the following mandatory services, which must be delivered by Franchisee directly to customers (without the use of a Subcontractor): (a) disaster restoration services delivered primarily to customers who have experienced loss from water damage or other manmade or natural events or disasters, including fires, floods, earthquakes, storms, and systems failures (including sewer, plumbing electrical or otherwise); and (b) commercial services delivered to the management or tenants of any commercial or institutional building. Specifically, these services currently include (i) water mitigation (emergency water mitigation/restoration 24 hours per day), (ii) structural drying (including carpet, walls, wood floors and other relevant structural materials), (iii) structural cleaning (post fire/smoke and post construction), (iv) mold remediation (state licensing may be required), (v) contents cleaning and moving (inventory, pack-out, moving, cleaning, storage, and pack-back), (vi) cleaning and disinfection to limit the survival of viruses and emerging viral pathogens, (vii) consulting, and (viii) equipment rental.

[ADD FOR QUALIFYING TRANSFERS AND RENEWALS THAT PREVIOUSLY OFFERED BIOHAZARD AND TRAUMA CLEANING SERVICES:] Core Services will also include biohazard and trauma cleaning services, provided that Franchisee satisfies Franchisor's then-current certification requirements and has successfully completed any training programs required by Franchisor.

"**Additional Core Services**" currently include the following mandatory services, which may be delivered by Franchisee, at its option, directly or through a Subcontractor (including a general contractor, if licensing is required to perform such services): (i) temporary services (board-up, roof tarping, debris removal, and security); (ii) hoarding clean-up; (iii) HVAC/duct cleaning; (iv) textile cleaning (dry cleaning and soft contents); (v) electronics cleaning; (vi) document drying; (vii) art restoration; and (viii) carpet reinstallation.

"**Supplemental Services**" currently include the following optional services, which, if Franchisee chooses to provide such services, must be delivered by Franchisee directly to customers (without the use of a Subcontractor) and which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): (i) carpet and upholstery cleaning services (including cleaning, spot and pet odor removal, application of soil and stain protectors, anti-static agents, carpet

inspection services, carpet maintenance, and power washing); (ii) hard surface floor maintenance; (iii) furniture cleaning services; (iv) cleaning rendered on a periodic basis (including wall, floor, ceiling and contents cleaning, kitchen and bathroom surface and fixture cleaning, deodorizing, and sanitizing); (v) washing windows (interior and exterior), blinds, and chandeliers; and (vi) power washing vehicles, decks, aluminum siding, driveways, and other exterior surfaces.

Franchisor may add to, delete, modify, or further define any of the Core Services, Additional Core Services, and Supplemental Services (including transitioning a service from one category to the other category) from time to time, in its sole discretion, and shall include such changes in the Manual.

Franchisee is authorized only to offer or provide the products and services described in this ~~Section~~Paragraph 1, unless otherwise specified in the Manual or by Franchisor in writing. For the avoidance of doubt, asbestos abatement is not an approved service.

2. TERRITORY (Section 1.1): The Territory in which the Franchisee is granted a non-exclusive right and license to operate the Franchised Business is:

-Territory-

3. RENEWAL FEE (Section 2.2.2.12): The renewal fee shall be equal to 3% of the then-current initial license fee that is being charged to new franchisees at the time of renewal.

4. INITIAL LICENSE FEE (Section 4.1.1): If the Agreement pertains to the original issuance of the license, then the Initial License Fee described in Section 4.1.1 of the Agreement is $72,500 minus any applicable discounts granted by Franchisor. If the Agreement pertains to an existing license, then no Initial License Fee shall be due.

5. MONTHLY ROYALTIES (Section 4.1.2):

[FOR NEW FRANCHISED BUSINESSESS:] The Royalties in each month will be equal to the greater of (i) 10% of the Franchisee's monthly Gross Service Sales and (ii) the Minimum Royalty. The "**Minimum Royalty**" will be (a) $0 per month during the first four months after the Effective Date, (b) $250 per month during the fifth through twelfth months after the Effective Date, and (c) $750 per month beginning on the first anniversary of the Effective Date and continuing thereafter.

[FOR RENEWING FRANCHISED BUSINESSESS AND TRANSFERRED FRANCHISED BUSINESSESS:] The Royalties in each month will be equal to the greater of (i) 10% of the Franchisee's monthly Gross Service Sales and (ii) $750.

6. AD FUND CONTRIBUTION (Section 4.2.1):

[FOR NEW AND TRANSFERRED FRANCHISED BUSINESSESS:] The monthly "**Ad Fund Contribution**" is (a) 2% of the monthly Gross Service Sales achieved in the previous month for up to $7,500,000 in Group Sales in any calendar year and (b) 0.5% of the monthly Gross Service Sales achieved in the previous month for $7,500,000.01 or more in Group Sales in any calendar year. The Ad Fund Contribution may be changed by Franchisor from time to time, provided that the Ad Fund Contribution and the Local Advertising Commitment will not collectively exceed 4% of monthly Gross Service Sales.

A. ~~ROYALTY GROUP~~DETERMINING GROUPS. Franchisor may, in certain circumstances, permit Franchisee to combine the Franchised Business and certain other System Businesses owned by the

Franchisee and its Affiliates into one group for the purpose of calculating certain fees (a "~~**Royalty** **Group**~~"). Typically, a ~~Royalty~~ Group will consist of only one System Business. If Franchisee and its Affiliates own, now or in the future, more than one System Business, the following policies will apply:

a. Eligibility to Join Group: Only System Businesses that are owned by Franchisee or its Affiliates that operate under a Franchise Agreement that includes an Ad Fund Contribution that varies based on "Group Sales" are eligible to be added to a Group.

b. ~~a.~~ Contiguous or Overlapping Territory – Existing Franchises or New Franchises: If Franchisee or its Affiliates (i) own~~, as of April 30, 2025,~~ any System Businesses that have overlapping or contiguous territories or (ii) in the future acquire from Franchisor a new System Business (not through a transfer) with a territory that overlaps with, or is contiguous to, the territory of any System Businesses owned by Franchisee or its Affiliates, Franchisor will combine such overlapping or contiguous System Businesses into a single ~~Royalty~~ Group (if they are eligible for inclusion in a Group).

c. ~~b.~~ Contiguous or Overlapping Territory – Transferred Franchises: If Franchisee or its Affiliates acquire from an existing franchisee through a transfer one or more existing System Businesses that have territories that overlap with, or are contiguous to, the territory of Franchisee or its Affiliates' existing System Business(es), Franchisor may, in its sole discretion, either (i) combine the transferred System Businesses and the overlapping or contiguous System Businesses into a single ~~Royalty~~ Group or (ii) maintain the transferred System Businesses as a separate ~~Royalty~~ Group from Franchisee's or its Affiliates' existing ~~Royalty~~ Groups. There should be no expectation that any of the acquired System Businesses will be combined with Franchisee's or its Affiliates' existing ~~Royalty~~ Groups.

d. ~~c.~~ Non-contiguous or Non-overlapping Territory: If Franchisee or its Affiliates own or acquire (either through a transfer or purchase of a new franchise) any System Businesses that have territories that do not overlap with, or are not contiguous to, one another, Franchisor may, in its sole discretion, either (i) combine the separated System Businesses into Franchisee's or its Affiliates' existing ~~Royalty~~ Groups or (ii) maintain the separated System Businesses as one or more separate ~~Royalty~~ Groups. There should be no expectation that any non-contiguous or non-overlapping System Businesses will be combined with Franchisee's or its Affiliates' other System Businesses.

As of the Effective Date, the ~~Royalty~~ Group that is in effect under this Agreement includes the Franchised Business and the following System Businesses (if any):

_____.

The ~~Royalty~~ Group may not be modified unless (a) Franchisor and Franchisee (and any impacted Affiliates) agree to do so in writing or (b) Franchisor modifies or dissolves the ~~Royalty~~ Group as an alternative remedy to termination of this Agreement, as specified in Section ~~13.5.8~~13.5.10 of this Agreement (as detailed within Paragraph ~~11~~14 of this Exhibit).

B. ~~ROYALTY~~ GROUP SALES. The "~~**Royalty** **Group Sales**~~" will be equal to the aggregate Gross Service Sales of all of the System Businesses in the ~~Royalty~~ Group. If a ~~Royalty~~ Group is created during a calendar year, the Gross Service Sales of all of the System Businesses in such ~~Royalty~~ Group that occurred during each full month of such calendar year prior to the date of the formation of the ~~Royalty~~ Group will be aggregated, and thereafter included in, the calculation of the ~~Royalty~~ Group Sales for such calendar year. If a System Business is added to the ~~Royalty~~ Group during a calendar year, the Gross Service Sales of such System Business during each full month of such calendar year will be added to, and thereafter included in, the calculation of the ~~Royalty~~ Group

Sales for such calendar year. If a System Business is removed from the ~~Royalty~~ Group during a calendar year, the Gross Service Sales of such removed System Business in the portion of the full months of such calendar year that preceded the date of its removal will be included in the calculation of the ~~Royalty~~ Group Sales for such calendar year, but any Gross Service Sales of such removed System Business after its removal shall not be included in the calculation of the ~~Royalty~~ Group Sales going forward. Franchisee will report Gross Service Sales for each System Business separately, and Franchisor will aggregate such figures to determine the ~~Royalty~~ Group Sales.

For example, if a System Business is removed from the ~~Royalty~~ Group because Franchisee is selling such business to a third party and such transfer occurs on September 17th, then the Gross Service Sales of such transferred business that occurred from January through August (including August) will remain part of the ~~Royalty~~ Group Sales, and any Gross Service Sales of the transferred business that occur from September 1 through and including September 17 will not be included in the ~~Royalty~~ Group Sales.

~~C.~~ ~~ROYALTIES FORMULA. The Royalties in each month will be equal to the Gross Service Sales in such month multiplied by the Applicable Royalty Rate (as defined in subsection D.).~~

[FOR RENEWING FRANCHISED BUSINESSES (LEGACY RENEWAL FRANCHISES):] The monthly "**Ad Fund Contribution**" is the greater of (a) 1% of the monthly Gross Service Sales achieved in the previous month and (b) $20.

~~D. DETERMINATION OF APPLICABLE ROYALTY RATE.~~

~~[INCLUDE THESE TWO PARAGRAPHS FOR TRANSFEREES AND EXISTING FRANCHISEES THAT ARE ELIGIBLE FOR A TRANSITION RATE UNDER THE TRANSITION PROGRAM:] From the Effective Date until the last day of the month in which the first anniversary of the Effective Date occurs (the "**Transition Period**"), the "**Applicable Royalty Rate**" shall be equal to [insert applicable transition rate]%.~~

~~After the Transition Period, the "**Applicable Royalty Rate**" for a given month shall be determined based on the Royalty Group Sales for such calendar year in accordance with the following scale (the "**Royalties Scale**"):~~

~~[INCLUDE THIS SENTENCE ONLY FOR NEW FRANCHISEES OR EXISTING FRANCHISEES THAT ARE **NOT** ELIGIBLE FOR A TRANSITION RATE UNDER THE TRANSITION PROGRAM:] Throughout the Term, the "**Applicable Royalty Rate**" for a given month shall be determined based on the Royalty Group Sales for such calendar year in accordance with the following scale (the "**Royalties Scale**"):~~

~~**ROYALTY TIER**~~	~~**RANGE OF ROYALTY GROUP SALES IN EACH CALENDAR YEAR**~~		~~**APPLICABLE ROYALTY RATE IN EACH TIER**~~
	~~**Minimum**~~	~~**Maximum**~~	
~~1~~	~~$0~~	~~$500,000~~	~~10%~~
~~2~~	~~$500,000.01~~	~~$1,000,000~~	~~9.15%~~
~~3~~	~~$1,000,000.01~~	~~$1,500,000~~	~~8.75%~~
~~4~~	~~$1,500,000.01~~	~~$2,000,000~~	~~8.35%~~
~~5~~	~~$2,000,000.01~~	~~$2,500,000~~	~~7.95%~~
~~6~~	~~$2,500,000.01~~	~~$3,000,000~~	~~7.55%~~
~~7~~	~~$3,000,000.01~~	~~$3,500,000~~	~~7.15%~~
~~8~~	~~$3,500,000.01~~	~~$4,000,000~~	~~6.75%~~
~~9~~	~~$4,000,000.01~~	~~$4,500,000~~	~~6.35%~~
~~10~~	~~$4,500,000.01~~	~~No maximum~~	~~5.95%~~

~~In a calendar year in which the Royalties Scale takes effect, the Royalty Group Sales (if any) for the Royalty Group will be aggregated for each of the full months of the calendar year preceding~~

the implementation of the Royalties Scale to determine the beginning Royalty Tier and beginning Applicable Royalty Rate. When the Royalty Group Sales in such calendar year crosses into another Royalty Tier, the Applicable Royalty Rate will change. Beginning on January 1 of each calendar year, the Royalty Group Sales and Applicable Royalty Rate will reset, and Franchisee will begin paying Royalties at the Tier 1 level.

As an example, if the total Royalty Group Sales for 2025 was $2,700,000 and the Royalty Group Sales for January 2026 are $400,000, the Applicable Royalty Rate for January 2026 will be 10% (the Applicable Royalty Rate for Tier 1), since the Royalty Group Sales for 2026 would restart on January 1 and reach $400,000 by the end of January. If in February 2026, the same Royalty Group achieved $100,000 in Royalty Group Sales, the Applicable Royalty Rate would still be 10% (the Applicable Royalty Rate for Tier 1) by the end of February, because the aggregate Royalty Group Sales by the end of February 2026 would be $500,000.

As a further example, if Franchisee owns a Royalty Group that converts to the Royalties Scale on August 1, 2025, and the Royalty Group Sales for January through July were $1,700,000, the Applicable Royalty Rate for August would start at 8.35% (the Applicable Royalty Rate for Royalty Tier 4), even though the Royalty Group Sales were achieved prior to the implementation of such Royalties Scale. The Applicable Royalty Rate would then change when the Royalty Group Sales equals or exceeds $2,000,000.01 (which is the minimum amount for Royalty Tier 5). Once Royalty Tier 5 is reached, the Applicable Royalty Rate for Royalty Tier 5 (7.95%) would apply until the Royalty Group Sales reaches the next Royalty Tier threshold (which is $2,500,000.01 for Royalty Tier 6, with an Applicable Royalty Rate of 7.55%). This process will continue until the conclusion of such calendar year at which point the Royalty Group Sales and Applicable Royalty Rate will reset.

If the Applicable Royalty Rate changes in a month because the Royalty Group Sales crosses into one or more additional Royalty Tiers (as described in the Royalties Scale above), the Applicable Royalty Rate for such month shall be a blended royalty rate calculated by (a) multiplying the Royalty Group Sales in such month in each Royalty Tier by the Applicable Royalty Rate for such Royalty Tier, (b) adding the resulting amounts together, and (c) dividing such aggregated amount by the total Royalty Group Sales in such month.

For example, if the Royalty Group Sales for the calendar year at the start of September was $1,200,000 and the Royalty Group Sales for the month of September is $1,000,000 (this figure was chosen solely for the purpose of demonstrating a transition across three Royalty Tiers), the Applicable Royalty Rate for the month is 8.39%, and the Royalties payment for the month of September would be $83,900, which is calculated as:

(x) The amount of the Royalty Group Sales in Tier 3 (which is the difference between $1,200,000 [the Royalty Group Sales as of September 1st] and $1,500,000 [the maximum amount for Tier 3], which is $300,000) multiplied by the Applicable Royalty Rate for Tier 3 (which is 8.75%), which equals $26,250; plus

(y) The amount of the Royalty Group Sales in Tier 4 (which is the difference between $1,500,000.01 [the minimum amount for Tier 4] and $2,000,000 [the maximum amount for Tier 4], which is $500,000) multiplied by the Applicable Royalty Rate for Tier 4 (which is 8.35%), which equals $41,750; plus

(z) The amount of the Royalty Group Sales in Tier 5 (which is the difference between $2,000,000.01 [the minimum amount for Tier 5] and $2,200,000 [the Royalty Group Sales as of September 30th], which is $200,000) multiplied by the Applicable Royalty Rate for Tier 5 (which is 7.95%), which equals $15,900.

The sum of (x) + (y) + (z) = $83,900, which is then divided by $1,000,000 (the Royalty Group Sales for September). This calculation equals 8.39%, which is the Applicable Royalty Rate for September for the Royalty Group.

For clarity, the following table depicts the same calculation from the example above in a

table format with the applicable portion of the Royalties Scale on the left and the $1,000,000 in Royalty Group Sales for September on the right, divided into the applicable Royalty Tiers:

Royalties Scale					**September**		
Royalty Tier	**Minimum**	**Maximum**	**Rate**		**Sales**	**Royalties**	**Rate**
1	$0	$500,000	10%		N/A	N/A	N/A
2	$500,000.01	$1,000,000	9.15%		N/A	N/A	N/A
3	$1,000,000.01	$1,500,000	8.75%		$300,000	$26,250	8.75%
4	$1,500,000.01	$2,000,000	8.35%		$500,000	$41,750	8.35%
5	$2,000,000.01	$2,500,000	7.95%		$200,000	$15,900	7.95%
6	$2,500,000.01	$3,000,000	7.55%		N/A	N/A	N/A
				Total	**$1,000,000**	**$83,900**	**8.39%**

For further clarity, the aggregate amount of Royalties paid would be the same, whether the Royalty Group is comprised of a single System Business or if there are multiple System Businesses in the Royalty Group. If the Franchised Business is the only System Business in the Royalty Group, the Royalties due for September would be $1,000,000 multiplied by 8.39%, which equals $83,900. If there are multiple System Businesses in the Royalty Group, then the sales for each System Business would be multiplied by the Applicable Royalty Rate to determine the Royalties due for each System Business. In this example if there are two System Businesses in the Royalty Group and the Gross Service Sales of one of the System Businesses in September is $400,000, the Royalties due for September for such System Business would be $400,000 multiplied by 8.39%, which equals $33,560. If the Gross Service Sales for the second System Business in September are $600,000, the Royalties due for September for the second System Business would be $600,000 multiplied by 8.39%, which equals $50,340. Taken together, the total Royalties due for the two System Businesses equals $83,900 [$33,560 + $50,340] (which is the same amount paid by a Royalty Group with only one System Business in it).

The range of Royalty Group Sales amounts in the Royalties Scale will increase annually on January 1 of each year of this Agreement in accordance with the Consumer Price Index, or 3%, whichever is greater. The updated ranges in the Royalties Scale will be published in the Manual.

THE RANGES OF GROSS SERVICE SALES IN THE ROYALTIES SCALE IS IN NO WAY INTENDED TO IMPLY THAT FRANCHISEE WILL EXPERIENCE GROSS SERVICE SALES OF ANY PARTICULAR LEVEL.

6. AD FUND CONTRIBUTION (Section 4.2.1): The monthly "**Ad Fund Contribution**" is (a) 2% of the monthly Gross Service Sales achieved in the previous month for up to $7,500,000 in Royalty Group Sales in any calendar year and (b) 0.5% of the monthly Gross Service Sales achieved in the previous month for $7,500,000.01 or more in Royalty Group Sales in any calendar year. The Ad Fund Contribution may be changed by Franchisor from time to time, provided that the Ad Fund Contribution and the Local Advertising Commitment will not collectively exceed 4% of monthly Gross Service Sales.

[INCLUDE THIS PARAGRAPH FOR TRANSFEREES AND EXISTING FRANCHISEES THAT ARE ELIGIBLE FOR THE TRANSITION PROGRAM:] If the total Ad Fund Contributions paid by the Royalty Group during the Transition Period reach [insert the total Ad Fund Contribution owed by the Royalty Group in the 12 full months preceding the Effective Date based on the fee structure applicable in the then-effective Franchise Agreements + $50,000], no further Ad Fund Contributions will be required for the Franchised Business for the remainder of the Transition Period. After the Transition Period, Franchisee must resume paying the Ad Fund Contribution for the Franchised Business in accordance with Section 4.2.1 (Ad Fund Contribution).

7. TECHNOLOGY FEES (Section 4.2.2): If the Restore 365 Plus software license fee is collected

by Franchisor as part of the Technology Fee, such fee will not exceed $1,300 per month for Franchisee's principal place of business and $125 per month for each additional location. These fee caps supersede the general cap on Technology Fees (of 150% of Franchisor's and its Affiliates' costs and expenses) that is set forth in Section 4.2.2.

8. TRANSFER FEE (Section 4.3.3): The Transfer Fee shall be equal to (i) 10% of the then-current Initial License Fee charged to new franchisees at the time of the Transfer, except the Transfer Fee shall be (a) $3,500 if the Transfer is to an Owner's child who is at least 18 years of age or to an approved manager of the Franchised Business for at least five years that is current on all Franchisor-required training and certifications, (b) $500 if the Transfer is to an existing Owner, and (c) $500 if the Transfer is to a spouse of an existing Owner; plus (ii) Franchisor's and its Affiliates' costs and expenses incurred in connection with the Transfer, including attorneys' fees.

9. ~~8.~~ OWNERSHIP INTERESTS (Section 5.6 and 12.2.1): The following identifies all Owners and describes their ownership interests (whether direct or indirect) in Franchisee as of the Effective Date:

OWNER NAME	PERCENTAGE OWNERSHIP INTEREST

10. OPTIONAL PROGRAM FEES (Section 5.16.2): The Optional Program Fees include:

(a) Participation Fees. Franchisee may be required to pay fees to participate in Optional Programs ("**Participation Fees**"), provided that any Participation Fees payable to Franchisor or its Affiliates will not exceed $10,000 per year, per Optional Program (which may be paid weekly, monthly, or annually).

(b) Referral Fees. Franchisee may be required to pay referral fees for each lead referred to such Franchisee through an Optional Program ("**Referral Fees**"), provided that any Referral Fees payable to Franchisor or its Affiliates will not exceed (i) for residential jobs, at Franchisor's option, a fixed fee of up to $350 per job or a percentage fee of up to 10% of the total invoiced amount for such job, and (ii) for commercial jobs, a percentage fee of up to 10% of the total invoiced amount for such job.

(c) Service Fees. Franchisee may be required to pay service fees for certain specified services provided by the Franchisor, its Affiliates, or third parties related to jobs generated through Optional Programs ("**Service Fees**"), provided that the Service Fees payable to Franchisor or its Affiliates will not exceed 150% of Franchisor's and its Affiliates' costs and expenses related to providing such products and/or services.

11. ~~9.~~ MINIMUM MONTHLY SALES REQUIREMENT (Section 5.17): The Minimum Monthly Sales Requirement is at least $7,500 in Gross Service Sales in each month of the Term (beginning in the 13th full month of operation of the Franchised Business).

12. ~~10.~~ MARKS (Section 6.1.3): The Marks of Franchisor or its Affiliates licensed to Franchisee under the Agreement are:

MARK	REGISTRATION NUMBER
SERVICEMASTER	782,584

MARK	REGISTRATION NUMBER
The Color Yellow as applied to a vehicle	2,085,318
RESTORING PEACE OF MIND	3,371,397
SERVICEMASTER RESTORE (word mark)	3,716,787
SERVICEMASTER RESTORE with logo	3,834,551
800-RESPOND (word mark)	3,422,244
866 RECOVER (word mark)	3,422,245

13. ~~11.~~ LOCAL ADVERTISING COMMITMENT (Section 10.1.2):

[FOR NEW AND TRANSFERRED FRANCHISED BUSINESSES:] The monthly "**Local Advertising Commitment**" in each month is (a) 2% of the monthly Gross Service Sales achieved in the previous month for up to $7,500,000 in ~~Royalty~~ Group Sales in any calendar year and (b) 3.5% of the monthly Gross Service Sales achieved in the previous month for $7,500,000.01 or more in ~~Royalty~~ Group Sales in any calendar year. The Local Advertising Commitment may be changed by Franchisor from time to time, provided that the Ad Fund Contribution and the Local Advertising Commitment will not collectively exceed 4% of monthly Gross Service Sales. The Ad Fund Contributions paid to Franchisor will not count) as Eligible Marketing.

[FOR RENEWING FRANCHISED BUSINESSES (LEGACY RENEWAL FRANCHISES):] The monthly "**Local Advertising Commitment**" in each month is 4% of the monthly Gross Service Sales achieved in the previous month. The Ad Fund Contributions paid to Franchisor will count as Eligible Marketing.

14. ~~12.~~ OTHER REMEDIES (Section 13.5): The following is added to Section 13 as a new Section ~~13.5.8~~13.5.10:

~~13.5.8~~13.5.10 modify or dissolve, in Franchisor's sole discretion, any of the existing ~~Royalty~~ Groups of Franchisee and its Affiliates (even if the default giving rise to the termination right was a default by an Affiliate under a Related Agreement and even if the System Business of the defaulting Affiliate was part of a different ~~Royalty~~ Group from Franchisee's ~~Royalty~~ Group) in any manner that Franchisor deems appropriate, without regard to any existing rules or policies related to the formation of ~~Royalty~~ Groups.

For example, Franchisor may permanently separate into two or more new ~~Royalty~~ Groups any System Businesses with contiguous or overlapping territories that had been in a single ~~Royalty~~ Group.

As another example, if Franchisee and its Affiliates have 12 System Businesses divided into ~~Royalty~~ Group A with eight System Businesses and ~~Royalty~~ Group B with four System Businesses and there is a default under a Franchise Agreement for one of the System Businesses in ~~Royalty~~ Group A, Franchisor could modify both ~~Royalty~~ Group A and B in any way Franchisor deems appropriate. For example, Franchisor could choose to split ~~Royalty~~ Groups A and B into four new ~~Royalty~~ Groups with three System Businesses each. As another example, Franchisor could choose not to modify ~~Royalty~~ Group A but could split ~~Royalty~~ Group B into one ~~Royalty~~ Group with three System Businesses and one ~~Royalty~~ Group with one System Business.

15. ~~13.~~ COMPETING BUSINESS (Section 28): "**Competing Business**" means a business which (a) offers or performs any of the various programs and services licensed by Franchisor within the System, including the Core Services, Additional Core Services, Supplemental Services, and Construction Services, or (b) manages, franchises, or licenses any of the businesses described in (a).

16. ~~14.~~ CONSTRUCTION SERVICES: Franchisee may not offer Construction Services, unless Franchisee enters into a Construction Services Amendment to this Agreement, which is attached to the Franchise Disclosure Document and includes terms related to such offering such services. If Franchisee does not wish to offer Construction Services, it must sign the Construction Services Amendment Opt-Out Option Acknowledgement that is attached to the Franchise Disclosure Document. "**Construction Services**" are defined as construction services including, but not limited to, framing carpentry, cabinetry removal and put back/installation, cabinetry repair, roofing, flooring, drywall and plastering, carpet and pad installation, painting, wallpapering installation, and repair of heating, cooling, electrical and plumbing systems, which involve structural reconstruction, cosmetic restoration, or mechanical restoration associated with disaster restoration. ~~Construction Services are included in the calculation of Gross Service Sales and subject to the standard Royalties and Ad Fund Contribution.~~

17. ~~15.~~ CERTIFICATION FOR RENOVATIONS INVOLVING LEAD-BASED PAINT: The Franchised Business shall maintain at all times during the term of this Agreement a current certification with the United States Environmental Protection Agency ("**EPA**") for renovations involving lead-based paint and fully comply with the EPA's Lead Renovation, Repair and Painting Rule ("**LRRP Rule**"), 40 CFR 745, Subpart E promulgated under the Toxic Substances Control Act ("**TSCA**"), 15 U.S.C. 2682 and 2686 and provide a copy of such certification annually to ServiceMaster Restore.

Additionally, at all times during the Term, at least one employee of the Franchised Business must be certified as a Certified Renovator (as defined in the LRRP Rule) and shall be responsible for training other Franchised Business employees and supervising work practices involving lead-based paint including, but not limited to, removal, clean-up and waste disposal. All removal, clean-up and waste disposal procedures involving lead-based paint must fully comply with the TSCA and the LRRP Rule. Additionally, the Certified Renovator shall maintain complete project files for the services provided for three years following completion of the project in compliance with the TSCA and the LRRP Rules applicable to record keeping.

At a minimum, such project files shall include verifications of owner/occupant receipt of the Renovator Rights pamphlet or documentation of all attempts to inform, documentation of work practices, Certified Renovator certifications, and proof of training of Franchised Business employees by the Certified Renovator.

18. ESTIMATING AS A SERVICE FEE: Franchisor or insurance carriers may require Franchisee to use Franchisor or its Affiliates to prepare estimates for jobs. If Franchisor or its Affiliates generate an estimate for Franchisee, Franchisee shall pay Franchisor a fee that will not exceed (a) $1,000 per job that is estimated to cost $50,000 or less and (b) 5% of the invoiced amount for any job estimated to cost more than $50,000.

Signature Page to Exhibit A: Disaster Restoration License

FRANCHISOR

SERVICEMASTER CLEAN/RESTORE SPE LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE

_____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
TO THE FRANCHISE AGREEMENT

RECOVERY MANAGEMENT SERVICES LICENSE
(Offered Only as a Renewal or Transfer of an Existing Recovery Management Services License)

This Exhibit is attached to and is an integral part of the ServiceMaster Restore® Franchise Agreement dated _____ (the "**Agreement**"), by and between ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Restore (the "**Franchisor**") and «Franchisee Name» (the "**Franchisee**"), doing business under the name, «DBA Name». To the extent that any provisions of Exhibit A are in direct conflict with the provisions of the Agreement, the provisions of this Exhibit A shall control.

1. LICENSE (Recitals): A Recovery Management Services License is being licensed to Franchisee under this Agreement. Franchisee understands and agrees that no other program or services are licensed to Franchisee under the Agreement. Pursuant to this Recovery Management Services License, Franchisee is licensed to, and is required to, offer and provide through the Franchised Business: (a) Core Services, (b) Additional Core Services, (c) project and recovery management services, and (d) Commercial Large Loss Disaster Restoration Services, provided that such services shall only be provided to Customers. For purposes of this Exhibit A, "**Customers**" shall mean customers that have the capacity to provide commercial large loss disaster restoration services opportunities meeting or exceeding $500,000 in contract value on a single loss and which are not currently ServiceMaster Restore® customers, unless prior approval is given by Franchisor to market or solicit such existing customers. In addition, Franchisee may provide Construction Services to Customers, if it complies with the Construction Services section of this Exhibit A and signs a Construction Services Amendment.

   "**Commercial Large Loss Disaster Restoration Services**" shall mean the types of services delivered by Franchisee (without the use of a Subcontractor, except for other System Businesses) (i) directly to commercial Customers that have experienced loss from water damage or other events or disasters, including but not limited to fire, flood, earthquake, and storm, and systems failure (including sewer, plumbing electrical or otherwise) or (ii) indirectly to the commercial Customers described in (i) through insurance agents, adjusters, and brokers.

   "**Core Services**" currently include a full range of the following mandatory services, which must be delivered by Franchisee directly to Customers (without the use of a Subcontractor): (a) disaster restoration services delivered primarily to customers who have experienced loss from water damage or other manmade or natural events or disasters, including fires, floods, earthquakes, storms, and systems failures (including sewer, plumbing electrical or otherwise); and (b) commercial services delivered to the management or tenants of any commercial or institutional building. Specifically, these services currently include (i) water mitigation (emergency water mitigation/restoration 24 hours per day), (ii) structural drying (including carpet, walls, wood floors and other relevant structural materials), (iii) structural cleaning (post fire/smoke and post construction), (iv) mold remediation (state licensing may be required), (v) contents cleaning and moving (inventory, pack-out, moving, cleaning, storage, and pack-back), (vi) cleaning and disinfection to limit the survival of viruses and emerging viral pathogens, (vii) consulting, and (viii) equipment rental.

   [ADD FOR QUALIFYING TRANSFERS AND RENEWALS THAT PREVIOUSLY OFFERED BIOHAZARD AND TRAUMA CLEANING SERVICES:] Core Services will also include biohazard and trauma cleaning services, provided that Franchisee satisfies Franchisor's then-current certification requirements and has successfully completed any training programs required by Franchisor.

"**Additional Core Services**" currently include the following mandatory services, which may be delivered by Franchisee to Customers directly or through a Subcontractor (including a general contractor, if licensing is required to perform such services): (i) temporary services (board-up, roof tarping, debris removal, and security); (ii) hoarding clean-up; (iii) HVAC/duct cleaning; (iv) textile cleaning (dry cleaning and soft contents); (v) electronics cleaning; (vi) document drying; (vii) art restoration; and (viii) carpet reinstallation.

Franchisor may add to, delete, or modify any of the Core Services, Additional Core Services, and Commercial Large Loss Disaster Restoration Services from time to time and shall include such changes in the Manual.

Franchisee is authorized only to offer or provide the products and services described in this ~~Section~~Paragraph 1, unless otherwise specified in the Manual or by Franchisor in writing. For the avoidance of doubt, asbestos abatement is not an approved service.

2. TERRITORY (Section 1.1): The Territory in which the Franchisee is granted a non-exclusive right and license to operate the Franchised Business is:

-Territory-

3. SOLICITING AND SERVING CUSTOMERS (Section 1.1): Notwithstanding Section 1.1 of the Agreement, Franchisee may perform services for a customer outside the Territory if such customer initiates the request or is referred to Franchisee by Franchisor. Franchisee may market and solicit pre-approved customers outside the Territory consistent with a pre-approved marketing plan approved by Franchisor and with the marketing standards as defined in the Manual. In the event of a national, regional CAT/Mini CAT, significant weather event, or any single large loss project, if requested by Franchisor, Franchisee will mobilize/dispatch a designated representative(s), equipment, and supplies consistent with the Manual. Franchisee will mobilize/dispatch a designated representative, equipment and supplies, regardless of project size, to the loss site for all project leads within a 500-mile radius of the Territory.

4. RENEWAL FEE (Section 2.2.2.12): The renewal fee shall be equal to 3% of the then-current initial license fee that is being charged to new franchisees at the time of renewal.

5. INITIAL LICENSE FEE (Section 4.1.1): The License is offered only as a transfer or renewal of an existing Recovery Management Services license. ~~If the Agreement pertains to an existing license, then~~As a result, no Initial License Fee shall be due.

6. MONTHLY ROYALTIES (Section 4.1.2):

[FOR NEW FRANCHISED BUSINESSESS:] The Royalties in each month will be equal to the greater of (i) 10% of the Franchisee's monthly Gross Service Sales and (ii) the Minimum Royalty. The "**Minimum Royalty**" will be (a) $0 per month during the first four months after the Effective Date, (b) $250 per month during the fifth through twelfth months after the Effective Date, and (c) $750 per month beginning on the first anniversary of the Effective Date and continuing thereafter.

[FOR RENEWING FRANCHISED BUSINESSESS AND TRANSFERRED FRANCHISED BUSINESSESS:] The Royalties in each month will be equal to the greater of (i) 10% of the Franchisee's monthly Gross Service Sales and (ii) $750.

7. AD FUND CONTRIBUTION (Section 4.2.1):

[FOR NEW AND TRANSFERRED FRANCHISED BUSINESSESS:] The monthly "**Ad Fund**

Contribution" is (a) 2% of the monthly Gross Service Sales achieved in the previous month for up to $7,500,000 in Group Sales in any calendar year and (b) 0.5% of the monthly Gross Service Sales achieved in the previous month for $7,500,000.01 or more in Group Sales in any calendar year. The Ad Fund Contribution may be changed by Franchisor from time to time, provided that the Ad Fund Contribution and the Local Advertising Commitment will not collectively exceed 4% of monthly Gross Service Sales.

A. ~~ROYALTY GROUP~~DETERMINING GROUPS. Franchisor may, in certain circumstances, permit Franchisee to combine the Franchised Business and certain other System Businesses owned by the Franchisee and its Affiliates into one group for the purpose of calculating certain fees (a "**~~Royalty~~ Group**"). Typically, a ~~Royalty~~ Group will consist of only one System Business. If Franchisee and its Affiliates own, now or in the future, more than one System Business, the following policies will apply:

a. Eligibility to Join Group: Only System Businesses that are owned by Franchisee or its Affiliates that operate under a Franchise Agreement that includes an Ad Fund Contribution that varies based on "Group Sales" are eligible to be added to a Group.

b. ~~a.~~ Contiguous or Overlapping Territory – Existing Franchises or New Franchises: If Franchisee or its Affiliates (i) own~~, as of April 30, 2025,~~ any System Businesses that have overlapping or contiguous territories or (ii) in the future acquire from Franchisor a new System Business (not through a transfer) with a territory that overlaps with, or is contiguous to, the territory of any System Businesses owned by Franchisee or its Affiliates, Franchisor will combine such overlapping or contiguous System Businesses into a single ~~Royalty~~ Group (if they are eligible for inclusion in a Group).

c. ~~b.~~ Contiguous or Overlapping Territory – Transferred Franchises: If Franchisee or its Affiliates acquire from an existing franchisee through a transfer one or more existing System Businesses that have territories that overlap with, or are contiguous to, the territory of Franchisee or its Affiliates' existing System Business(es), Franchisor may, in its sole discretion, either (i) combine the transferred System Businesses and the overlapping or contiguous System Businesses into a single ~~Royalty~~ Group or (ii) maintain the transferred System Businesses as a separate ~~Royalty~~ Group from Franchisee's or its Affiliates' existing ~~Royalty~~ Groups. There should be no expectation that any of the acquired System Businesses will be combined with Franchisee's or its Affiliates' existing ~~Royalty~~ Groups.

d. ~~c.~~ Non-contiguous or Non-overlapping Territory: If Franchisee or its Affiliates own or acquire (either through a transfer or purchase of a new franchise) any System Businesses that have territories that do not overlap with, or are not contiguous to, one another, Franchisor may, in its sole discretion, either (i) combine the separated System Businesses into Franchisee's or its Affiliates' existing ~~Royalty~~ Groups or (ii) maintain the separated System Businesses as one or more separate ~~Royalty~~ Groups. There should be no expectation that any non-contiguous or non-overlapping System Businesses will be combined with Franchisee's or its Affiliates' other System Businesses.

As of the Effective Date, the ~~Royalty~~ Group that is in effect under this Agreement includes the Franchised Business and the following System Businesses (if any):

_____.

The ~~Royalty~~ Group may not be modified unless (a) Franchisor and Franchisee (and any impacted Affiliates) agree to do so in writing or (b) Franchisor modifies or dissolves the ~~Royalty~~ Group as an alternative remedy to termination of this Agreement, as specified in Section ~~13.5.8 of the Franchise~~13.5.10 of this Agreement (as detailed within Paragraph ~~14~~17 of this Exhibit).

B. ~~ROYALTY~~ GROUP SALES. The "**~~Royalty~~ Group Sales**" will be equal to the aggregate Gross Service Sales of all of the System Businesses in the ~~Royalty~~ Group. If a ~~Royalty~~ Group is created during a calendar year, the Gross Service Sales of all of the System Businesses in such ~~Royalty~~ Group that occurred during each full month of such calendar year prior to the date of the formation of the ~~Royalty~~ Group will be aggregated, and thereafter included in, the calculation of the ~~Royalty~~ Group Sales for such calendar year. If a System Business is added to the ~~Royalty~~ Group during a calendar year, the Gross Service Sales of such System Business during each full month of such calendar year will be added to, and thereafter included in, the calculation of the ~~Royalty~~ Group Sales for such calendar year. If a System Business is removed from the ~~Royalty~~ Group during a calendar year, the Gross Service Sales of such removed System Business in the portion of the full months of such calendar year that preceded the date of its removal will be included in the calculation of the ~~Royalty~~ Group Sales for such calendar year, but any Gross Service Sales of such removed System Business after its removal shall not be included in the calculation of the ~~Royalty~~ Group Sales going forward. Franchisee will report Gross Service Sales for each System Business separately, and Franchisor will aggregate such figures to determine the ~~Royalty~~ Group Sales.

For example, if a System Business is removed from the ~~Royalty~~ Group because Franchisee is selling such business to a third party and such transfer occurs on September 17th, then the Gross Service Sales of such transferred business that occurred from January through August (including August) will remain part of the ~~Royalty~~ Group Sales, and any Gross Service Sales of the transferred business that occur from September 1 through and including September 17 will not be included in the ~~Royalty~~ Group Sales.

~~C. ROYALTIES FORMULA. The Royalties in each month will be equal to the Gross Service Sales in such month multiplied by the Applicable Royalty Rate (as defined in subsection D.).~~

[FOR RENEWING FRANCHISED BUSINESSES (LEGACY RENEWAL FRANCHISES):] The monthly "**Ad Fund Contribution**" is the greater of (a) 1% of the monthly Gross Service Sales achieved in the previous month and (b) $20.

~~D. DETERMINATION OF APPLICABLE ROYALTY RATE.~~

~~[INCLUDE THESE TWO PARAGRAPHS FOR TRANSFEREES AND EXISTING FRANCHISEES THAT ARE ELIGIBLE FOR A TRANSITION RATE UNDER THE TRANSITION PROGRAM:] From the Effective Date until the last day of the month in which the first anniversary of the Effective Date occurs (the "**Transition Period**"), the "**Applicable Royalty Rate**" shall be equal to [insert applicable transition rate]%.~~

~~After the Transition Period, the "**Applicable Royalty Rate**" for a given month shall be determined based on the Royalty Group Sales for such calendar year in accordance with the following scale (the "**Royalties Scale**"):~~

~~[INCLUDE THIS SENTENCE ONLY FOR NEW FRANCHISEES OR EXISTING FRANCHISEES THAT ARE **NOT** ELIGIBLE FOR A TRANSITION RATE UNDER THE TRANSITION PROGRAM:] Throughout the Term, the "**Applicable Royalty Rate**" for a given month shall be determined based on the Royalty Group Sales for such calendar year in accordance with the following scale (the "**Royalties Scale**"):~~

~~**ROYALTY TIER**~~	~~**RANGE OF ROYALTY GROUP SALES IN EACH CALENDAR YEAR**~~		~~**APPLICABLE ROYALTY RATE IN EACH TIER**~~
	~~**Minimum**~~	~~**Maximum**~~	
~~1~~	~~$0~~	~~$500,000~~	~~10%~~
~~2~~	~~$500,000.01~~	~~$1,000,000~~	~~9.15%~~
~~3~~	~~$1,000,000.01~~	~~$1,500,000~~	~~8.75%~~
~~4~~	~~$1,500,000.01~~	~~$2,000,000~~	~~8.35%~~
~~5~~	~~$2,000,000.01~~	~~$2,500,000~~	~~7.95%~~

ROYALTY TIER	RANGE OF ROYALTY GROUP SALES IN EACH CALENDAR YEAR		APPLICABLE ROYALTY RATE IN EACH TIER
	Minimum	Maximum	
6	$2,500,000.01	$3,000,000	7.55%
7	$3,000,000.01	$3,500,000	7.15%
8	$3,500,000.01	$4,000,000	6.75%
9	$4,000,000.01	$4,500,000	6.35%
10	$4,500,000.01	No maximum	5.95%

In a calendar year in which the Royalties Scale takes effect, the Royalty Group Sales (if any) for the Royalty Group will be aggregated for each of the full months of the calendar year preceding the implementation of the Royalties Scale to determine the beginning Royalty Tier and beginning Applicable Royalty Rate. When the Royalty Group Sales in such calendar year crosses into another Royalty Tier, the Applicable Royalty Rate will change. Beginning on January 1 of each calendar year, the Royalty Group Sales and Applicable Royalty Rate will reset, and Franchisee will begin paying Royalties at the Tier 1 level.

As an example, if the total Royalty Group Sales for 2025 was $2,700,000 and the Royalty Group Sales for January 2026 are $400,000, the Applicable Royalty Rate for January 2026 will be 10% (the Applicable Royalty Rate for Tier 1), since the Royalty Group Sales for 2026 would restart on January 1 and reach $400,000 by the end of January. If in February 2026, the same Royalty Group achieved $100,000 in Royalty Group Sales, the Applicable Royalty Rate would still be 10% (the Applicable Royalty Rate for Tier 1) by the end of February, because the aggregate Royalty Group Sales by the end of February 2026 would be $500,000.

As a further example, if Franchisee owns a Royalty Group that converts to the Royalties Scale on August 1, 2025, and the Royalty Group Sales for January through July were $1,700,000, the Applicable Royalty Rate for August would start at 8.35% (the Applicable Royalty Rate for Royalty Tier 4), even though the Royalty Group Sales were achieved prior to the implementation of such Royalties Scale. The Applicable Royalty Rate would then change when the Royalty Group Sales equals or exceeds $2,000,000.01 (which is the minimum amount for Royalty Tier 5). Once Royalty Tier 5 is reached, the Applicable Royalty Rate for Royalty Tier 5 (7.95%) would apply until the Royalty Group Sales reaches the next Royalty Tier threshold (which is $2,500,000.01 for Royalty Tier 6, with an Applicable Royalty Rate of 7.55%). This process will continue until the conclusion of such calendar year at which point the Royalty Group Sales and Applicable Royalty Rate will reset.

If the Applicable Royalty Rate changes in a month because the Royalty Group Sales crosses into one or more additional Royalty Tiers (as described in the Royalties Scale above), the Applicable Royalty Rate for such month shall be a blended royalty rate calculated by (a) multiplying the Royalty Group Sales in such month in each Royalty Tier by the Applicable Royalty Rate for such Royalty Tier, (b) adding the resulting amounts together, and (c) dividing such aggregated amount by the total Royalty Group Sales in such month.

For example, if the Royalty Group Sales for the calendar year at the start of July was $1,200,000 and the Royalty Group Sales for the month of July is $1,000,000, the Applicable Royalty Rate for the month is 8.39%, and the Royalties payment for the month of July would be $83,900, which is calculated as:

(x) The amount of the Royalty Group Sales in Tier 3 (which is the difference between $1,200,000 [the Royalty Group Sales as of July 1st] and $1,500,000 [the maximum amount for Tier 3], which is $300,000) multiplied by the Applicable Royalty Rate for Tier 3 (which is 8.75%), which equals $26,250; plus

(y) The amount of the Royalty Group Sales in Tier 4 (which is the difference between

$1,500,000.01 [the minimum amount for Tier 4] and $2,000,000 [the maximum amount for Tier 4], which is $500,000) multiplied by the Applicable Royalty Rate for Tier 4 (which is 8.35%), which equals $41,750; plus

(z) The amount of the Royalty Group Sales in Tier 5 (which is the difference between $2,000,000.01 [the minimum amount for Tier 5] and $2,200,000 [the Royalty Group Sales as of July 31st], which is $200,000) multiplied by the Applicable Royalty Rate for Tier 5 (which is 7.95%), which equals $15,900.

The sum of (x) + (y) + (z) = $83,900, which is then divided by $1,000,000 (the Royalty Group Sales for July). This calculation equals 8.39%, which is the Applicable Royalty Rate for July for the Royalty Group.

For clarity, the following table depicts the same calculation from the example above in a table format with the applicable portion of the Royalties Scale on the left and the $1,000,000 in Royalty Group Sales for July on the right, divided into the applicable Royalty Tiers:

Royalties Scale					**July**		
Royalty Tier	**Minimum**	**Maximum**	**Rate**		**Sales**	**Royalties**	**Rate**
1	$0	$500,000	10%		N/A	N/A	N/A
2	$500,000.01	$1,000,000	9.15%		N/A	N/A	N/A
3	$1,000,000.01	$1,500,000	8.75%		$300,000	$26,250	8.75%
4	$1,500,000.01	$2,000,000	8.35%		$500,000	$41,750	8.35%
5	$2,000,000.01	$2,500,000	7.95%		$200,000	$15,900	7.95%
6	$2,500,000.01	$3,000,000	7.55%		N/A	N/A	N/A
				Total	**$1,000,000**	**$83,900**	**8.39%**

For further clarity, the aggregate amount of Royalties paid would be the same, whether the Royalty Group is comprised of a single System Business or if there are multiple System Businesses in the Royalty Group. If the Franchised Business is the only System Business in the Royalty Group, the Royalties due for July would be $1,000,000 multiplied by 8.39%, which equals $83,900. If there are multiple System Businesses in the Royalty Group, then the sales for each System Business would be multiplied by the Applicable Royalty Rate to determine the Royalties due for each System Business. In this example if there are two System Businesses in the Royalty Group and the Gross Service Sales of one of the System Businesses in July is $400,000, the Royalties due for July for such System Business would be $400,000 multiplied by 8.39%, which equals $33,560. If the Gross Service Sales for the second System Business in July are $600,000, the Royalties due for July for the second System Business would be $600,000 multiplied by 8.39%, which equals $50,340. Taken together, the total Royalties due for the two System Businesses equals $83,900 [$33,560 + $50,340] (which is the same amount paid by a Royalty Group with only one System Business in it).

The range of Royalty Group Sales amounts in the Royalties Scale will increase annually on January 1 of each year of this Agreement in accordance with the Consumer Price Index, or 3%, whichever is greater. The updated ranges in the Royalties Scale will be published in the Manual. THE RANGES OF GROSS SERVICE SALES IN THE ROYALTIES SCALE IS IN NO WAY INTENDED TO IMPLY THAT FRANCHISEE WILL EXPERIENCE GROSS SERVICE SALES OF ANY PARTICULAR LEVEL.

7. AD FUND CONTRIBUTION (Section 4.2.1): The monthly "**Ad Fund Contribution**" is (a) 2% of the monthly Gross Service Sales achieved in the previous month for up to $7,500,000 in Royalty Group Sales in any calendar year and (b) 0.5% of the monthly Gross Service Sales achieved in the previous month for $7,500,000.01 or more in Royalty Group Sales in any calendar year. The Ad Fund Contribution may be changed by Franchisor from time to time,

~~provided that the Ad Fund Contribution and the Local Advertising Commitment will not collectively exceed 4% of monthly Gross Service Sales.~~

~~[INCLUDE THIS PARAGRAPH FOR TRANSFEREES AND EXISTING FRANCHISEES THAT ARE ELIGIBLE FOR THE TRANSITION PROGRAM:] If the total Ad Fund Contributions paid by the Royalty Group during the Transition Period reach [insert the total Ad Fund Contribution owed by the Royalty Group in the 12 full months preceding the Effective Date based on the fee structure applicable in the then-effective Franchise Agreements + $50,000], no further Ad Fund Contributions will be required for the Franchised Business for the remainder of the Transition Period. After the Transition Period, Franchisee must resume paying the Ad Fund Contribution for the Franchised Business in accordance with Section 4.2.1 (Ad Fund Contribution).~~

8. TECHNOLOGY FEES (Section 4.2.2): If the Restore 365 Plus software license fee is collected by Franchisor as part of the Technology Fee, such fee will not exceed $1,300 per month for Franchisee's principal place of business and $125 per month for each additional location. These fee caps supersede the general cap on Technology Fees (of 150% of Franchisor's and its Affiliates' costs and expenses) that is set forth in Section 4.2.2.

9. TRANSFER FEE (Section 4.3.3): The Transfer Fee shall be equal to (i) 10% of the then-current Initial License Fee charged to new franchisees at the time of the Transfer, except the Transfer Fee shall be (a) $3,500 if the Transfer is to an Owner's child who is at least 18 years of age or to an approved manager of the Franchised Business for at least five years that is current on all Franchisor-required training and certifications, (b) $500 if the Transfer is to an existing Owner, and (c) $500 if the Transfer is to a spouse of an existing Owner; plus (ii) Franchisor's and its Affiliates' costs and expenses incurred in connection with the Transfer, including attorneys' fees.

10. ~~9.~~ APPROVED SUPPLIERS (Section 5.3): In addition to the supplier requirements specified in Section 5.3, Franchisee agrees to utilize and mentor, to the extent available, a qualified ServiceMaster Restore® franchisee with a Disaster Restoration License that is located in the area that a loss occurs, as provided for in the Manual.

11. ~~10.~~ OWNERSHIP INTERESTS (Section 5.6 and 12.2.1): The following identifies all Owners and describes their ownership interests (whether direct or indirect) in Franchisee as of the Effective Date:

OWNER NAME	PERCENTAGE OWNERSHIP INTEREST

12. OPTIONAL PROGRAM FEES (Section 5.16.2): The Optional Program Fees include:

(a) Participation Fees. Franchisee may be required to pay fees to participate in Optional Programs ("**Participation Fees**"), provided that any Participation Fees payable to Franchisor or its Affiliates will not exceed $10,000 per year per Optional Program (which may be paid weekly, monthly, or annually).

(b) Referral Fees. Franchisee may be required to pay referral fees for each lead referred to such Franchisee through an Optional Program ("**Referral Fees**"), provided that any Referral Fees payable to Franchisor or its Affiliates will not exceed (i) for residential jobs, at Franchisor's option, a fixed fee of up to $350 per job or a percentage fee of up to 10% of the total invoiced

amount for such job, and (ii) for commercial jobs, a percentage fee of up to 10% of the total invoiced amount for such job.

(c) Service Fees. Franchisee may be required to pay service fees for certain specified services provided by the Franchisor, its Affiliates, or third parties related to jobs generated through Optional Programs ("**Service Fees**"), provided that the Service Fees payable to Franchisor or its Affiliates will not exceed 150% of Franchisor's and its Affiliates' costs and expenses related to providing such products and/or services.

13. ~~11.~~ MINIMUM MONTHLY SALES REQUIREMENT (Section 5.17): The Minimum Monthly Sales Requirement is at least $7,500 in Gross Service Sales in each month of the Term (beginning in the 13th full month of operation of the Franchised Business).

14. ~~12.~~ MARKS (Section 6.1.3): The Marks of Franchisor or its Affiliates licensed to Franchisee under the Agreement are:

MARK	REGISTRATION NUMBER
SERVICEMASTER	782,584
The Color Yellow as applied to a vehicle	2,085,318
RESTORING PEACE OF MIND	3,371,397
SERVICEMASTER RESTORE (word mark)	3,716,787
SERVICEMASTER RESTORE with logo	3,834,551
800-RESPOND (word mark)	3,422,244
866 RECOVER (word mark)	3,422,245
SERVICEMASTER RECOVERY MANAGEMENT (word mark)	2,023,179

15. ~~13.~~ MARKETING PLAN (Section 10.1.1): Franchisee agrees as part of the Marketing Plan to provide contact information for all prospective customers marketed or solicited by Franchisee in the past year and any prospective customers that Franchisee intends to target in the upcoming year.

16. ~~14.~~ LOCAL ADVERTISING COMMITMENT (Section 10.1.2):

[FOR NEW AND TRANSFERRED FRANCHISED BUSINESSES:] The monthly "**Local Advertising Commitment**" in each month is (a) 2% of the monthly Gross Service Sales achieved in the previous month for up to $7,500,000 in ~~Royalty~~ Group Sales in any calendar year and (b) 3.5% of the monthly Gross Service Sales achieved in the previous month for $7,500,000.01 or more in ~~Royalty~~ Group Sales in any calendar year. The Local Advertising Commitment may be changed by Franchisor from time to time, provided that the Ad Fund Contribution and the Local Advertising Commitment will not collectively exceed 4% of monthly Gross Service Sales. The Ad Fund Contributions paid to Franchisor will not count as Eligible Marketing.

[FOR RENEWING FRANCHISED BUSINESSES (LEGACY RENEWAL FRANCHISES):] The monthly "**Local Advertising Commitment**" in each month is 4% of the monthly Gross Service Sales achieved in the previous month. The Ad Fund Contributions paid to Franchisor will count as Eligible Marketing.

17. ~~15.~~ OTHER REMEDIES (Section 13.5): The following is added to Section 13 as a new Section ~~13.5.8~~13.5.10:

~~13.5.8~~13.5.10 modify or dissolve, in Franchisor's sole discretion, any of the existing ~~Royalty~~ Groups of Franchisee and its Affiliates (even if the default giving rise to the termination

right was a default by an Affiliate under a Related Agreement and even if the System Business of the defaulting Affiliate was part of a different ~~Royalty~~ Group from Franchisee's ~~Royalty~~ Group) in any manner that Franchisor deems appropriate, without regard to any existing rules or policies related to the formation of ~~Royalty~~ Groups.

For example, Franchisor may permanently separate into two or more new ~~Royalty~~ Groups any System Businesses with contiguous or overlapping territories that had been in a single ~~Royalty~~ Group.

As another example, if Franchisee and its Affiliates have 12 System Businesses divided into ~~Royalty~~ Group A with eight System Businesses and ~~Royalty~~ Group B with four System Businesses and there is a default under a Franchise Agreement for one of the System Businesses in ~~Royalty~~ Group A, Franchisor could modify both ~~Royalty~~ Group A and B in any way Franchisor deems appropriate. For example, Franchisor could choose to split ~~Royalty~~ Groups A and B into four new ~~Royalty~~ Groups with three System Businesses each. As another example, Franchisor could choose not to modify ~~Royalty~~ Group A but could split ~~Royalty~~ Group B into one ~~Royalty~~ Group with three System Businesses and one ~~Royalty~~ Group with one System Business.

18. ~~16.~~ POST-TERM COVENANT NOT TO COMPETE (Section 15.3): In addition to the post-term covenants not to compete in Section 15.3, the Covenanting Parties also covenant that for a period of one year after the after the earlier to occur of the expiration or termination of this Agreement, regardless of the cause of termination, except as otherwise approved in writing by Franchisor, the Covenanting Parties shall not, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person, persons, partnership, corporation, or other entity market or solicit any prospective customer that Franchisee marketed to or customer that Franchisee serviced in the 24 months prior to the expiration or termination of this Agreement. Notwithstanding any other provision of this Agreement, the running of the non-compete period will be tolled for the period that any Covenanting Party fails to comply with the non-compete obligations in this Section 15.3, provided that Franchisor commences legal action to enforce this provision within the one-year non-compete period.

19. ~~17.~~ COMPETING BUSINESS (Section 28): "**Competing Business**" means a business which (a) offers or performs any of the various programs and services licensed by Franchisor within the System, including the Commercial Large Loss Disaster Restoration Services, Core Services, Additional Core Services, Supplemental Services, and Construction Services, or (b) manages, franchises, or licenses any of the businesses described in (a). "**Supplemental Services**" currently includes: (i) carpet and upholstery cleaning services (including cleaning, spot and pet odor removal, application of soil and stain protectors, anti-static agents, carpet inspection services, carpet maintenance, and power washing); (ii) hard surface floor maintenance; (iii) furniture cleaning services; (iv) cleaning rendered on a periodic basis (including wall, floor, ceiling and contents cleaning, kitchen and bathroom surface and fixture cleaning, deodorizing, and sanitizing); (v) washing windows (interior and exterior), blinds, and chandeliers; and (vi) power washing vehicles, decks, aluminum siding, driveways, and other exterior surfaces.

20. ~~18.~~ CONSTRUCTION SERVICES: Franchisee may not offer Construction Services, unless Franchisee enters into a Construction Services Amendment to this Agreement, which is attached to the Franchise Disclosure Document and includes terms related to such offering such services. If Franchisee does not wish to offer Construction Services, it must sign the Construction Services Amendment Opt-Out Option Acknowledgement that is attached to the Franchise Disclosure Document. "**Construction Services**" are defined as construction services including, but not limited to, framing carpentry, cabinetry removal and put back/installation, cabinetry repair, roofing, flooring, drywall and plastering, carpet and pad installation, painting,

wallpapering installation, and repair of heating, cooling, electrical and plumbing systems, which involve structural reconstruction, cosmetic restoration, or mechanical restoration associated with disaster restoration. ~~Construction Services are included in the calculation of Gross Service Sales and subject to the standard Royalties and Ad Fund Contribution.~~

21. ~~19.~~ CERTIFICATION FOR RENOVATIONS INVOLVING LEAD-BASED PAINT: The Franchised Business shall maintain at all times during the term of this Agreement a current certification with the United States Environmental Protection Agency ("**EPA**") for renovations involving lead-based paint and fully comply with the EPA's Lead Renovation, Repair and Painting Rule ("**LRRP Rule**"), 40 CFR 745, Subpart E promulgated under the Toxic Substances Control Act ("**TSCA**"), 15 U.S.C. 2682 and 2686 and provide a copy of such certification annually to ServiceMaster Restore.

Additionally, at all times during the Term, at least one employee of the Franchised Business must be certified as a Certified Renovator (as defined in the LRRP Rule) and shall be responsible for training other Franchised Business employees and supervising work practices involving lead-based paint including, but not limited to, removal, clean-up and waste disposal. All removal, clean-up and waste disposal procedures involving lead-based paint must fully comply with the TSCA and the LRRP Rule. Additionally, the Certified Renovator shall maintain complete project files for the services provided for three years following completion of the project in compliance with the TSCA and the LRRP Rules applicable to record keeping.

At a minimum, such project files shall include verifications of owner/occupant receipt of the Renovator Rights pamphlet or documentation of all attempts to inform, documentation of work practices, Certified Renovator certifications, and proof of training of Franchised Business employees by the Certified Renovator.

~~20. DISTRIBUTION OF LEADS AND REFERRAL FEES: Franchisor may from time to time receive leads from prospective customers. Franchisor shall distribute leads to franchisees that have Recovery Management Licenses in the sole discretion of Franchisor. Franchisee may or may not receive any leads from Franchisor. In addition, should Franchisee not be in Good Standing or in compliance with any of the standards of the License and/or System, Franchisee shall not be eligible to receive any leads from Franchisor.~~

22. ESTIMATING AS A SERVICE FEE: Franchisor or insurance carriers may require Franchisee to use Franchisor or its Affiliates to prepare estimates for jobs. If Franchisor or its Affiliates generate an estimate for Franchisee, Franchisee shall pay Franchisor a fee that will not exceed (a) $1,000 per job that is estimated to cost $50,000 or less and (b) 5% of the invoiced amount for any job estimated to cost more than $50,000.

[Signature Page Follows]

Signature Page to Exhibit A: Recovery Management Services License

FRANCHISOR	**FRANCHISEE**
SERVICEMASTER CLEAN/RESTORE SPE LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
TO THE FRANCHISE AGREEMENT

SUPPLEMENTAL SERVICES LICENSE

This Exhibit is attached to and is an integral part of the ServiceMaster Restore® Franchise Agreement dated _____ (the "**Agreement**"), by and between ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Restore (the "**Franchisor**") and «Franchisee Name» (the "**Franchisee**"), doing business under the name, «DBA Name». To the extent that any provisions of Exhibit A are in direct conflict with the provisions of the Agreement, the provisions of this Exhibit A shall control.

1. LICENSE (Recitals): A Supplemental Services License is being licensed to Franchisee under this Agreement. Franchisee understands and agrees that no other program or services are licensed to Franchisee under the Agreement. Pursuant to this Supplemental Services License, Franchisee is licensed to, and is required to, offer and provide Supplemental Services through the Franchised Business.

   "**Supplemental Services**" currently include the following required services, which must be delivered by Franchisee directly to customers (without the use of a Subcontractor) and which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): (i) carpet and upholstery cleaning services (including cleaning, spot and pet odor removal, application of soil and stain protectors, anti-static agents, carpet inspection services, carpet maintenance, and power washing); (ii) hard surface floor maintenance; (iii) furniture cleaning services; (iv) cleaning rendered on a periodic basis (including wall, floor, ceiling and contents cleaning, kitchen and bathroom surface and fixture cleaning, deodorizing, and sanitizing); (v) washing windows (interior and exterior), blinds, and chandeliers; and (vi) power washing vehicles, decks, aluminum siding, driveways, and other exterior surfaces.

   Franchisor may add to, delete, modify, or further define Supplemental Services from time to time, in its sole discretion, and shall include such changes in the Manual.

   Franchisee is authorized only to offer or provide the products and services described in this Paragraph 1, unless otherwise specified in the Manual or by Franchisor in writing. For the avoidance of doubt, Franchisee is not authorized to offer Core Services, Additional Core Services, or Construction Services, as defined in Paragraph 15 of this Exhibit.

2. TERRITORY (Section 1.1): The Territory in which the Franchisee is granted a non-exclusive right and license to operate the Franchised Business is:

   -Territory-

3. RENEWAL FEE (Section 2.2.2.12): The renewal fee shall be equal to 3% of the then-current initial license fee that is being charged to new franchisees at the time of renewal.

4. INITIAL LICENSE FEE (Section 4.1.1): The License is offered only as a transfer or renewal of an existing residential services license, window and carpet cleaning services license, or floor care services license. As a result, no Initial License Fee shall be due.

5. MONTHLY ROYALTIES (Section 4.1.2): The Royalties in each month will be equal to the greater of (i) 10% of the Franchisee's monthly Gross Service Sales and (ii) the Minimum Royalty. [FOR NEW FRANCHISED BUSINESSESS:] The "**Minimum Royalty**" will be (a) $0 per month during the first four months after the Effective Date, (b) $250 per month during the fifth through twelfth

months after the Effective Date, and (c) $750 per month beginning on the first anniversary of the Effective Date and continuing thereafter.

[FOR RENEWING FRANCHISED BUSINESSESS AND TRANSFERRED FRANCHISED BUSINESSESS:] The Royalties in each month will be equal to the greater of (i) 10% of the Franchisee's monthly Gross Service Sales and (ii) $750.

6. AD FUND CONTRIBUTION (Section 4.2.1):

[FOR NEW AND TRANSFERRED FRANCHISED BUSINESSESS:] The monthly "**Ad Fund Contribution**" is (a) 2% of the monthly Gross Service Sales achieved in the previous month for up to $7,500,000 in Group Sales in any calendar year and (b) 0.5% of the monthly Gross Service Sales achieved in the previous month for $7,500,000.01 or more in Group Sales in any calendar year. The Ad Fund Contribution may be changed by Franchisor from time to time, provided that the Ad Fund Contribution and the Local Advertising Commitment will not collectively exceed 4% of monthly Gross Service Sales.

A. DETERMINING GROUPS. Franchisor may, in certain circumstances, permit Franchisee to combine the Franchised Business and certain other System Businesses owned by the Franchisee and its Affiliates into one group for the purpose of calculating certain fees (a "**Group**"). Typically, a Group will consist of only one System Business. If Franchisee and its Affiliates own, now or in the future, more than one System Business, the following policies will apply:

a. Eligibility to Join Group: Only System Businesses that are owned by Franchisee or its Affiliates that operate under a Franchise Agreement that includes an Ad Fund Contribution that varies based on "Group Sales" are eligible to be added to a Group.

b. Contiguous or Overlapping Territory – Existing Franchises or New Franchises: If Franchisee or its Affiliates (i) own any System Businesses that have overlapping or contiguous territories or (ii) in the future acquire from Franchisor a new System Business (not through a transfer) with a territory that overlaps with, or is contiguous to, the territory of any System Businesses owned by Franchisee or its Affiliates, Franchisor will combine such overlapping or contiguous System Businesses into a single Group (if they are eligible for inclusion in a Group).

c. Contiguous or Overlapping Territory – Transferred Franchises: If Franchisee or its Affiliates acquire from an existing franchisee through a transfer one or more existing System Businesses that have territories that overlap with, or are contiguous to, the territory of Franchisee or its Affiliates' existing System Business(es), Franchisor may, in its sole discretion, either (i) combine the transferred System Businesses and the overlapping or contiguous System Businesses into a single Group or (ii) maintain the transferred System Businesses as a separate Group from Franchisee's or its Affiliates' existing Groups. There should be no expectation that any of the acquired System Businesses will be combined with Franchisee's or its Affiliates' existing Groups.

d. Non-contiguous or Non-overlapping Territory: If Franchisee or its Affiliates own or acquire (either through a transfer or purchase of a new franchise) any System Businesses that have territories that do not overlap with, or are not contiguous to, one another, Franchisor may, in its sole discretion, either (i) combine the separated System Businesses into Franchisee's or its Affiliates' existing Groups or (ii) maintain the separated System Businesses as one or more separate Groups. There should be no expectation that any non-contiguous or non-overlapping System Businesses will be combined with Franchisee's or its Affiliates' other System Businesses.

As of the Effective Date, the Group that is in effect under this Agreement includes the Franchised Business and the following System Businesses (if any):

_____.

The Group may not be modified unless (a) Franchisor and Franchisee (and any impacted Affiliates) agree to do so in writing or (b) Franchisor modifies or dissolves the Group as an alternative remedy to termination of this Agreement, as specified in Section 13.5.10 of this Agreement (as detailed within Paragraph 14 of this Exhibit).

B. GROUP SALES. The "**Group Sales**" will be equal to the aggregate Gross Service Sales of all of the System Businesses in the Group. If a Group is created during a calendar year, the Gross Service Sales of all of the System Businesses in such Group that occurred during each full month of such calendar year prior to the date of the formation of the Group will be aggregated, and thereafter included in, the calculation of the Group Sales for such calendar year. If a System Business is added to the Group during a calendar year, the Gross Service Sales of such System Business during each full month of such calendar year will be added to, and thereafter included in, the calculation of the Group Sales for such calendar year. If a System Business is removed from the Group during a calendar year, the Gross Service Sales of such removed System Business in the portion of the full months of such calendar year that preceded the date of its removal will be included in the calculation of the Group Sales for such calendar year, but any Gross Service Sales of such removed System Business after its removal shall not be included in the calculation of the Group Sales going forward. Franchisee will report Gross Service Sales for each System Business separately, and Franchisor will aggregate such figures to determine the Group Sales.

For example, if a System Business is removed from the Group because Franchisee is selling such business to a third party and such transfer occurs on September 17th, then the Gross Service Sales of such transferred business that occurred from January through August (including August) will remain part of the Group Sales, and any Gross Service Sales of the transferred business that occur from September 1 through and including September 17 will not be included in the Group Sales.

[FOR RENEWING FRANCHISED BUSINESSES (LEGACY RENEWAL FRANCHISES):] The monthly "**Ad Fund Contribution**" is the greater of (a) 1% of the monthly Gross Service Sales achieved in the previous month and (b) $20.

7. TECHNOLOGY FEES (Section 4.2.2): If the Restore 365 Plus software license fee is collected by Franchisor as part of the Technology Fee, such fee will not exceed $1,300 per month for Franchisee's principal place of business and $125 per month for each additional location. These fee caps supersede the general cap on Technology Fees (of 150% of Franchisor's and its Affiliates' costs and expenses) that is set forth in Section 4.2.2.

8. TRANSFER FEE (Section 4.3.3): The Transfer Fee shall be equal to (i) 10% of the then-current Initial License Fee charged to new franchisees at the time of the Transfer, except the Transfer Fee shall be (a) $3,500 if the Transfer is to an Owner's child who is at least 18 years of age or to an approved manager of the Franchised Business for at least five years that is current on all Franchisor-required training and certifications, (b) $500 if the Transfer is to an existing Owner, and (c) $500 if the Transfer is to a spouse of an existing Owner; plus (ii) Franchisor's and its Affiliates' costs and expenses incurred in connection with the Transfer, including attorneys' fees.

9. OWNERSHIP INTERESTS (Section 5.6 and 12.2.1): The following identifies all Owners and describes their ownership interests (whether direct or indirect) in Franchisee as of the Effective Date:

OWNER NAME	PERCENTAGE OWNERSHIP INTEREST

10. OPTIONAL PROGRAM FEES (Section 5.16.2): The Optional Program Fees include:

(a) Participation Fees. Franchisee may be required to pay fees to participate in Optional Programs ("**Participation Fees**"), provided that any Participation Fees payable to Franchisor or its Affiliates will not exceed $10,000 per year per Optional Program (which may be paid weekly, monthly, or annually).

(b) Referral Fees. Franchisee may be required to pay referral fees for each lead referred to such Franchisee through an Optional Program ("**Referral Fees**"), provided that any Referral Fees payable to Franchisor or its Affiliates will not exceed (i) for residential jobs, at Franchisor's option, a fixed fee of up to $350 per job or a percentage fee of up to 10% of the total invoiced amount for such job, and (ii) for commercial jobs, a percentage fee of up to 10% of the total invoiced amount for such job.

(c) Service Fees. Franchisee may be required to pay service fees for certain specified services provided by the Franchisor, its Affiliates, or third parties related to jobs generated through Optional Programs ("**Service Fees**"), provided that the Service Fees payable to Franchisor or its Affiliates will not exceed 150% of Franchisor's and its Affiliates' costs and expenses related to providing such products and/or services.

11. MINIMUM MONTHLY SALES REQUIREMENT (Section 5.17): The Minimum Monthly Sales Requirement is at least $7,500 in Gross Service Sales in each month of the Term (beginning in the 13th full month of operation of the Franchised Business).

12. MARKS (Section 6.1.3): The Marks of Franchisor or its Affiliates licensed to Franchisee under the Agreement are:

MARK	REGISTRATION NUMBER
SERVICEMASTER	782,584
The Color Yellow as applied to a vehicle	2,085,318
RESTORING PEACE OF MIND	3,371,397
SERVICEMASTER RESTORE (word mark)	3,716,787
SERVICEMASTER RESTORE with logo	3,834,551
800-RESPOND (word mark)	3,422,244
866 RECOVER (word mark)	3,422,245

13. LOCAL ADVERTISING COMMITMENT (Section 10.1.2):

[FOR NEW AND TRANSFERRED FRANCHISED BUSINESSES:] The monthly "**Local Advertising Commitment**" in each month is (a) 2% of the monthly Gross Service Sales achieved in the previous month for up to $7,500,000 in Group Sales in any calendar year and (b) 3.5% of the monthly Gross Service Sales achieved in the previous month for $7,500,000.01 or more in Group Sales in any calendar year. The Local Advertising Commitment may be changed by Franchisor from time to time, provided that the Ad Fund Contribution and the Local Advertising Commitment will not collectively exceed 4% of monthly Gross Service Sales. The Ad Fund Contributions paid to

Franchisor will not count as Eligible Marketing.

[FOR RENEWING FRANCHISED BUSINESSES (LEGACY RENEWAL FRANCHISES):] The monthly "**Local Advertising Commitment**" in each month is 4% of the monthly Gross Service Sales achieved in the previous month. The Ad Fund Contributions paid to Franchisor will count as Eligible Marketing.

14. OTHER REMEDIES (Section 13.5): The following is added to Section 13 as a new Section 13.5.10:

13.5.10 modify or dissolve, in Franchisor's sole discretion, any of the existing Groups of Franchisee and its Affiliates (even if the default giving rise to the termination right was a default by an Affiliate under a Related Agreement and even if the System Business of the defaulting Affiliate was part of a different Group from Franchisee's Group) in any manner that Franchisor deems appropriate, without regard to any existing rules or policies related to the formation of Groups.

For example, Franchisor may permanently separate into two or more new Groups any System Businesses with contiguous or overlapping territories that had been in a single Group.

As another example, if Franchisee and its Affiliates have 12 System Businesses divided into Group A with eight System Businesses and Group B with four System Businesses and there is a default under a Franchise Agreement for one of the System Businesses in Group A, Franchisor could modify both Group A and B in any way Franchisor deems appropriate. For example, Franchisor could choose to split Groups A and B into four new Groups with three System Businesses each. As another example, Franchisor could choose not to modify Group A but could split Group B into one Group with three System Businesses and one Group with one System Business.

15. COMPETING BUSINESS (Section 28): "**Competing Business**" means a business which (a) offers or performs any of the various programs and services licensed by Franchisor within the System, including the Core Services, Additional Core Services, Supplemental Services, and Construction Services, or (b) manages, franchises, or licenses any of the businesses described in (a).

"**Core Services**" currently include a full range of the following mandatory services, which must be delivered by Franchisee directly to customers (without the use of a Subcontractor): (a) disaster restoration services delivered primarily to customers who have experienced loss from water damage or other manmade or natural events or disasters, including fires, floods, earthquakes, storms, and systems failures (including sewer, plumbing electrical or otherwise); and (b) commercial services delivered to the management or tenants of any commercial or institutional building. Specifically, these services currently include (i) water mitigation (emergency water mitigation/restoration 24 hours per day), (ii) structural drying (including carpet, walls, wood floors and other relevant structural materials), (iii) structural cleaning (post fire/smoke and post construction), (iv) mold remediation (state licensing may be required), (v) contents cleaning and moving (inventory, pack-out, moving, cleaning, storage, and pack-back), (vi) cleaning and disinfection to limit the survival of viruses and emerging viral pathogens, (vii) consulting, and (viii) equipment rental.

"**Additional Core Services**" currently include the following mandatory services, which may be delivered by Franchisee, at its option, directly or through a Subcontractor (including a general contractor, if licensing is required to perform such services): (i) temporary services (board-up, roof tarping, debris removal, and security); (ii) hoarding clean-up; (iii) HVAC/duct cleaning; (iv) textile cleaning (dry cleaning and soft contents); (v) electronics

cleaning; (vi) document drying; (vii) art restoration; and (viii) carpet reinstallation.

"**Construction Services**" are defined as construction services including, but not limited to, framing carpentry, cabinetry removal and put back/installation, cabinetry repair, roofing, flooring, drywall and plastering, carpet and pad installation, painting, wallpapering installation, and repair of heating, cooling, electrical and plumbing systems, which involve structural reconstruction, cosmetic restoration, or mechanical restoration associated with disaster restoration.

Franchisor may add to, delete, or modify any of the Core Services, Additional Services, or Construction Services from time to time and shall include such changes in the Operations Manual.

16. CONSTRUCTION SERVICES: Franchisee may not offer Construction Services and must sign the Construction Services Amendment Opt-Out Option Acknowledgement that is attached to the Franchise Disclosure Document.

17. ESTIMATING AS A SERVICE FEE: Franchisor or insurance carriers may require Franchisee to use Franchisor or its Affiliates to prepare estimates for jobs. If Franchisor or its Affiliates generate an estimate for Franchisee, Franchisee shall pay Franchisor a fee that will not exceed (a) $1,000 per job that is estimated to cost $50,000 or less and (b) 5% of the invoiced amount for any job estimated to cost more than $50,000.

Signature Page to Exhibit A: ~~Recovery Management~~Supplemental Services License

FRANCHISOR	**FRANCHISEE**
SERVICEMASTER CLEAN/RESTORE SPE LLC	_____
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B
TO THE FRANCHISE AGREEMENT

GENERAL RELEASE

THIS GENERAL RELEASE ("**Release**") is executed on _____(the "**Effective Date**") by:

(i) _____, a [state] [individual or type of entity] with a principal address at _____ (**"Franchisee"**);

(ii) _____, a [state] [individual or type of entity] with a principal address at_____[and _____, a [state] [individual or type of entity] with a principal address at _____] (**"Owners"**); and, if applicable,

(iii) _____, a [state] [individual or type of entity] with a principal address at _____ (**"Transferee"**).

RECITALS

A. ServiceMaster Clean/Restore SPE LLC (**"Franchisor"**) and Franchisee are parties to the following Franchise Agreements (collectively, the "**Franchise Agreements**"):

Franchise Agreement Number(s)	Date of Agreement

B. Franchisee, Owners, and (if applicable) Transferee are executing this Release as a condition of (check one):

____(i) Franchisor consenting to a transfer of any interest in the Franchise Agreement or Franchisee's business or entity;

____(ii) Franchisor agreeing to enter into a successor Franchise Agreement with Franchisee; or

____(iii) Franchisor agreeing to amend the Franchise Agreement or waive any of its rights under the Franchise Agreement.

If this Release is executed under the conditions set forth in (ii) or (iii) above, all references in this Release to "Transferee" should be ignored.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Release by Franchisee, Transferee, and Owners.** Franchisee and Transferee (on behalf of themselves and their parents, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities), and Owners (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, the **"Releasors"**) freely and without any influence, unconditionally and irrevocably, forever release and discharge (i) Franchisor, (ii) Franchisor's past and present officers, directors,

shareholders, managers, members, agents, and employees, in their corporate and individual capacities, and (iii) Franchisor's past and present parents, subsidiaries, predecessors, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities (collectively, the **"Released Parties"**), from any and all charges, complaints, claims, debts, demands, liabilities, obligations, promises, agreements, controversies, damages, actions, suits, rights, judgments, costs, losses, debts and expenses of whatever kind or nature, and causes of action of whatever kind or nature (based upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local, or otherwise), whether known or unknown, vested or contingent, or suspected or unsuspected (collectively, **"Claims"**), which any Releasor ever owned or held, now owns or holds, or may in the future own or hold arising out of, or relating to, any act, omission, or event occurring on or before the date of this Release, including, without limitation, (a) Claims arising out of, or relating to, (a) violations of federal, state, and local laws, rules, and ordinances, unless specifically prohibited by such laws, (b) the Franchise Agreement and any other agreements between any Releasor and Franchisor or Franchisor's parents, subsidiaries, or affiliates, (iii) the business relationship between any of the Releasors and any of the Released Parties, (iv) the offer, sale, or execution of the Franchise Agreement, (v) Franchisor's performance of its obligations under the Franchise Agreement including, but not limited to, any actions for breach of contract, fraud or misrepresentation, violation of any franchise laws or regulations, violation of any state or federal antitrust or securities laws or regulations, or violation of common law, or (vi) any purchase of product, fees, or other items purchased or paid for by Franchisee from any of the Released Parties.

2. **Risk of Changed Facts.** Franchisee, Transferee, and Owners (on behalf of all Releasors) (a) understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true and (b) hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. **Covenant Not to Sue.** Franchisee, Transferee, and Owners (on behalf of all Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

4. **No Prior Assignment and Competency.** Franchisee, Transferee, and Owners (on behalf of all Releasors) represent and warrant that: (a) the Releasors are the sole owners of all Claims and rights released in Section 1 and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1; (b) each Releasor has full and complete power and authority to execute this Release, and that the execution of this Release shall not violate the terms of any contract or agreement between them or any court order; and (c) this Release has been voluntarily and knowingly executed after each of them has had the opportunity to consult with counsel of their own choice.

5. **No Liability.** Franchisee, Transferee, and Owners (on behalf of all Releasors) jointly and severally, agree that no past, present, or future director, officer, employee, incorporator, member, partner, shareholder, affiliate, controlling party, vendor, service provider, agent, or attorney of Franchisor, or entity under common control, ownership, or management with Franchisor, will have any liability for (a) any of Franchisor's obligations or liabilities relating to or arising from the Franchise Agreement, (b) any claim against Franchisor based on, in respect of, or by reason of, the relationship between Franchisee and Franchisor, or (c) any claim against Franchisor based on any alleged unlawful act or omission.

6. **Complete Defense.** Franchisee, Transferee, and Owners (on behalf of all Releasors): (a) acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section

1; and (b) consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

7. **Waiver of Statutory Preservation Provisions.** Franchisee, Transferee, and Owners (on behalf of all Releasors) each expressly waives any rights or benefits conferred by the provisions of Section 1542 of the California Civil Code, to the extent such provision would be applicable, which provides as follows:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

This waiver extends to any other statute or common law principle of similar effect in any applicable jurisdiction, including without limitation, California and or any other jurisdiction in which the Releasors reside. Franchisee, Transferee, and Owners (on behalf of all Releasors) acknowledge and represent that they have each consulted with legal counsel before executing this release and that they understand its meaning, including the effect of Section 1542 of the California Civil Code, and expressly consent that this release shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to the release of unknown and unsuspected claims, demands, and causes of action.

8. **Claims Under Washington Franchise Investment Protection Act.** This Release shall not apply to any Claims arising under the Washington Franchise Protection Act, RCW 19.100, and the rules adopted thereunder.

9. **Successors and Assigns.** This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of the Released Parties and each Releasor.

10. **Counterparts.** This Release may be executed in two or more counterparts (including by scanned copy), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Franchisee, Transferee, and Owners have executed this Release as of the Effective Date.

FRANCHISEE

_____

By:_____
Name: _____
Title: _____
Date: _____

OWNER

_____

By:_____
Name: _____
Title: _____
Date: _____

TRASNFEREE

_____

By:_____
Name: _____
Title: _____
Date: _____

OWNER

_____

By:_____
Name: _____
Title: _____
Date: _____

EXHIBIT C
TO THE FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

This authorizes ServiceMaster Clean/Restore SPE LLC ("**Franchisor**") and any of its affiliates (collectively, with Franchisor, the "**Authorized Parties**") to use the banking information provided below in accordance with the terms of the Franchise Agreement.

Franchisee: _____

Name of bank: _____

Address of bank: _____

Name of account holder: _____

Name as it appears on account: _____

Address of account holder: _____

Account Number: _____

Routing Number: _____

Type of Account: Checking OR Savings

Franchisee hereby authorizes the Authorized Parties to debit the checking/savings account identified above in order to pay all fees, charges, and any other amounts owed pursuant to the terms of the Franchise Agreement entered into between Franchisee and Franchisor and any other agreement between Franchisee and the Authorized Parties (including ongoing operating fees, the cost of any products or services purchased from the Authorized Parties, and any other amounts owing to the Authorized Parties under the Franchise Agreement or any other agreement with the Authorized Parties, including interest and late fees); and, if necessary, to initiate adjustments for any transactions debited in error. These debits are related to the operation of a franchised business and the amount of each debit will vary from month to month. This authorization will remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor a reasonable opportunity to act on it. Termination of this authorization may result in the termination of the Franchise Agreement, unless an alternate means of payment acceptable to Franchisor is provided.

By: _____
Name:_____
Title:_____
Date:_____

OFFICE USE ONLY

Account Code: _____
Store Name / Location: _____
Date: _____ User: _____

EXHIBIT D
TO THE FRANCHISE AGREEMENT

PERSONAL GUARANTY AND AGREEMENT TO BE BOUND PERSONALLY BY THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement by Franchisor, and for other good and valuable consideration, the undersigned (including each owner holding directly or indirectly a 15% or greater ownership interest in Franchisee's entity) (collectively and individually, the "**Guarantor**"), jointly and severally, do hereby become surety and guaranty, and agree to be personally bound for the prompt and full payment of all amounts and the performance of the covenants, terms and conditions of the Franchise Agreement and any Related Agreement (as defined in Section 28 (Definitions) of the Franchise Agreement), to be paid, kept and performed by Franchisee as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Franchise Agreement.

In addition to the other Franchise Agreement provisions, each Guarantor agrees to be personally bound to the confidentiality provision in Section 8.1 (Confidential Information) of the Franchise Agreement and the noncompete covenants in Section 15 (Covenants) of the Franchise Agreement.

In addition, if Franchisee fails to comply with or defaults on any other terms and conditions of the Franchise Agreement or any Related Agreement, then the Guarantor, and any successors or assigns to this Guaranty Agreement, do hereby, individually, jointly and severally, promise and agree to comply with the terms and conditions of the Franchise Agreement for and on behalf of Franchisee. Guarantor hereby waives acceptance of this Guaranty Agreement by Franchisor and waives presentment, demand for payment, protest, notice of dishonor, and any other notice or demand of any kind and the necessity of Franchisor instituting legal proceedings against the Franchisee. Furthermore, Guarantor consents that Franchisor will have the right, without notice, to deal in any way at any time with Franchisee or any other guarantor, or to grant any such party any extensions of time for payment of any indebtedness, or to sell, release, surrender, exchange, substitute, settle, compromise, waive, subordinate, or modify, with or without consideration and on such terms and conditions as may be acceptable to Franchisor, any and all collateral, security, guaranties, obligations, indebtedness, liabilities, notes, instruments, or other evidence of indebtedness concerning which payment is guaranteed hereby, or grant any other indulgences or forbearances whatever, without in any way affecting of the Guarantor's liabilities under this Guaranty Agreement.

Guarantor agrees that any indebtedness by Franchisee to Guarantor, for any reason, currently existing, or which might arise after this Guaranty Agreement, will at all times be inferior and subordinate to any indebtedness owed by Franchisee to Franchisor. Guarantor agrees that as long as Franchisee owes any monies to Franchisor (other than payments that are not past due) Franchisee will not pay and Guarantor will not accept payment of any part of any indebtedness owed by Franchisee to Guarantor, either directly or indirectly, without the consent of Franchisor.

Guarantor agrees that the liability of Guarantor is independent of any other guaranties at any time in effect with respect to all or any part of Franchisee's indebtedness to Franchisor, and that the liability created hereby may be enforced regardless of the existence of any other guaranties. Guarantor agrees that the liability of Guarantor is independent of any other guaranties at any time in effect with respect to all or any part of Franchisee's indebtedness to Franchisor, and that the liability created hereby may be enforced regardless of the existence of any other guaranties.

Except as precluded by applicable law, each of the undersigned hereby submits to personal jurisdiction exclusively in the state and federal courts of the State of Georgia with respect to any litigation, action or proceeding pertaining to this Personal Guaranty or the Franchise Agreement and agrees that all such proceedings will and must be venued in the State of Georgia. Each of the undersigned consents and agrees that they are subject to and will abide by the dispute resolution provisions contained in the Franchise Agreement. Additionally, Guarantor agrees to pay Franchisor all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Guaranty Agreement.

GUARANTOR AND FRANCHISOR ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS GUARANTY AGREEMENT OR THE INDEBTEDNESS COVERED BY THIS GUARANTY AGREEMENT.

Notwithstanding anything in this Guaranty to the contrary, the undersigned, if Franchisee is in full compliance with this Franchise Agreement and all Related Agreements between Franchisee and Franchisor and its affiliates, shall have no personal liability for any indemnity obligation under Section 17.3 (Indemnification) of the Franchise Agreement if and for so long as Franchisee obtains and maintains in full force and effect the following additional insurance policies, with Franchisor named as an additional insured under all such policies which provide actual coverage for the claim for which Franchisor is to be indemnified. For revenues reported by Franchisee for the last 12 months which equal or are less than $3,000,000, and in addition to the insurance requirements set forth in Section 11.2 (Coverage Requirements) of the Franchise Agreement, a general liability umbrella or excess liability policy of $1,000,000 of additional coverage (including automobile liability). For revenues reported by Franchisee for the last 12 months which exceed $3,000,000, $2,000,000 is required.

GUARANTORS

By:_____ By:_____

Name: _____ Name: _____

Address:_____ Address:_____

City/State/Zip:_____ City/State/Zip:_____

By:_____ By:_____

Name: _____ Name: _____

Address:_____ Address:_____

City/State/Zip:_____ City/State/Zip:_____

Exhibit A to the FDD

SERVICEMASTER RESTORE FRANCHISE AGREEMENT AND RELATED AGREEMENTS

Exhibit A-2 to the FDD
DISTRIBUTOR – PARTIAL ASSIGNMENT OF RIGHTS

PARTIAL ASSIGNMENT OF RIGHTS

IN SERVICEMASTER FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into at Atlanta, Georgia, on _____, by and among:

(i) _____, a [insert state] [insert entity type], doing business as _____ ("**Distributor**");

(ii) _____, a [insert state] [insert entity type], doing business as _____ ("**Franchisee**"); and

(iii) ServiceMaster Clean/Restore SPE LLC, a Delaware limited liability company ("**ServiceMaster**").

RECITALS:

A. ServiceMaster and Franchisee entered into a current Franchise Agreement dated _____ ("**Principal Contract**"), whereby ServiceMaster licensed to Franchisee the use of certain service marks, methods, materials, and equipment all in accordance with the terms of the Principal Contract.

B. ServiceMaster and Distributor entered into a current Franchise Agreement dated _____ ("Distributor **Contract**"), whereby ServiceMaster licensed to Distributor the use of certain service marks, methods, materials, and equipment all in accordance with the terms of the Distributor Contract.

C. The territory outlined in the Principal Contract, and in which Franchisee may exercise its franchise rights, lies within and is a part of that territory described in the Distributor Contract.

D. Pursuant to the rights of the Distributor to develop, direct, and coordinate the sales and production activities of ServiceMaster franchisees in the territory covered by the Distributor Contract, Distributor, Franchisee, and ServiceMaster (together, "**Parties**") desire to effect an assignment to the Distributor of certain rights held by ServiceMaster under the Principal Contract.

PROVISIONS:

NOW, THEREFORE, in consideration of the mutual covenants and promises of this Agreement, the Parties agree as follows:

1. ServiceMaster assigns to Distributor all of its rights to those monthly fees required by the terms of the Principal Contract to be paid to ServiceMaster by Franchisee.

2. Franchisee agrees to make payment of the monthly fees in accordance with the assignment set forth in Provision 1.

3. Distributor agrees to accept the assignment of monthly fees as outlined in Provision 1 and to account to ServiceMaster for the receipt of the monthly fees all in accordance with the terms of the Distributor Contract.

4. Except for the terms of Provisions 1, 2, and 3, the Principal Contract and the Distributor Contract shall in all other respects remain in full force and effect.

5. If the Distributor Contract is terminated, then the assignment stated in Provision 1 no longer shall be in effect and the right to receive monthly fees as provided by the Principal Contract shall revert to ServiceMaster effective the date of the termination of the Distributor Contract.

6. If the Principal Contract is terminated, then the assignment stated in Provision 1 no longer shall be

in effect, and Distributor releases ServiceMaster from any further liability thereunder.

7. ServiceMaster may revoke this Agreement upon thirty (30) days written notice for failure on the part of the Distributor to comply with any provision of the Distributor Contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first mentioned above.

SERVICEMASTER:

ServiceMaster Clean/Restore SPE LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____

By _____
(Signature of owner, partner or duly authorized officer, indicating office held)

By_____
(If partnership with spouse or other person, partner signs here)

By_____
(If third partner, he signs here)

DISTRIBUTOR:

_____

By _____
(Signature of owner, partner or duly authorized officer, indicating office held)

By_____
(If partnership with spouse or other person, partner signs here)

By_____
(If third partner, he signs here)

Exhibit B to the FDD

FINANCIAL STATEMENTS AND GUARANTY

GUARANTEE OF PERFORMANCE

For value received, ServiceMaster Systems LLC, a Delaware limited liability company (the "Guarantor"), located at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328, absolutely and unconditionally guarantees to assume the duties and obligations of ServiceMaster Clean/Restore SPE LLC, located at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This Guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Atlanta, Georgia on this 4th day of June 2025.

Guarantor:

SERVICEMASTER SYSTEMS LLC

By: _____

Name: Josh Burnette

Title: General Counsel

ServiceMaster OpCo Holdings, LLC and Subsidiaries

(An indirect wholly owned subsidiary of RW Purchaser, LLC)

Consolidated Financial Statements

December 31, 2024 and 2023 and for the three years ended December 31, 2024

ServiceMaster OpCo Holdings, LLC and Subsidiaries
(An indirect wholly owned subsidiary of RW Purchaser, LLC)
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Report of Independent Auditors

To the Board of Managers and Management of ServiceMaster OpCo Holdings, LLC**:**

Opinion

We have audited the accompanying consolidated financial statements of ServiceMaster OpCo Holdings, LLC and its subsidiaries (the "Company"), which comprise the consolidated statements of financial position as of December 31, 2024 and 2023, and the related consolidated statements of operations and comprehensive income, of member's equity, and of cash flows for the three years then ended December 31, 2024, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the three years then ended December 31, 2024 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 (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated 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.

Responsibilities of Management for the Consolidated 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 for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated 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 auditors' 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 US 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 US 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.

PricewaterhouseCoopers LLP

Atlanta, Georgia
May 12, 2025

ServiceMaster OpCo Holdings, LLC and Subsidiaries
(An indirect wholly owned subsidiary of RW Purchaser, LLC)
Consolidated Statements of Operations and Comprehensive Income
Years Ended December 31, 2024, 2023 and 2022

(in millions)	2024	2023	2022
Revenue	$ 344.1	$ 361.2	$ 351.4
Cost of services rendered	99.0	115.0	135.5
Selling and administrative expenses	132.9	116.3	92.5
Depreciation and amortization expenses	24.5	24.7	24.3
Impairment charge	-	-	20.5
Operating expenses	256.4	256.0	272.8
Operating income	87.7	105.2	78.6
Interest expense	33.6	34.5	35.3
Other expense	2.0	6.7	2.4
Net income and comprehensive income	$ 52.1	$ 64.0	$ 40.9

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

ServiceMaster OpCo Holdings, LLC and Subsidiaries
(An indirect wholly owned subsidiary of RW Purchaser, LLC)
Consolidated Statements of Financial Position
December 31, 2024 and 2023

(in millions)	2024	2023
Assets		
Cash and cash equivalents	$ 28.4	$ 1.6
Restricted cash	5.0	15.8
Accounts receivable, net	55.7	53.3
Current portion of notes receivable	0.5	0.9
Inventories	0.8	0.8
Prepaid expenses and other assets	18.2	16.4
Total current assets	108.6	88.8
Property and equipment, net	16.5	16.6
Right-of-use asset	11.8	13.5
Notes receivable, less allowance and current portion	1.1	2.3
Intangible assets, net	1,612.0	1,631.4
Other assets	1.0	0.4
Total assets	$ 1,751.0	$ 1,753.0
Liabilities and Member's Equity		
Accounts payable	$ 8.4	$ 11.7
Accrued payroll and other employee benefits	10.0	13.0
Accrued advertising	3.3	4.0
Accrued interest payable	5.3	5.3
Deferred revenue	1.7	1.7
Current portion of operating lease liability	2.5	2.4
Current portion of long-term debt	10.3	20.3
Other current liabilities	6.1	0.9
Total current liabilities	47.6	59.3
Long-term debt, net of debt issuance costs and current portions	957.2	959.4
Long-term operating lease liability	10.5	12.5
Long-term portion of finance lease liability	-	0.3
Other long-term liabilities	5.9	4.8
Total liabilities	1,021.2	1,036.3
Member's equity	729.8	716.7
Total liabilities and member's equity	$ 1,751.0	$ 1,753.0

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

ServiceMaster OpCo Holdings, LLC and Subsidiaries
(An indirect wholly owned subsidiary of RW Purchaser, LLC)
Consolidated Statements of Member's Equity
Years Ended December 31, 2024, 2023 and 2022

(in millions)	Member's Equity
Balance at December 31, 2021	$ 728.2
Contribution from Holdings	30.0
Contribution from RW Parent	5.1
Contribution from Member	0.2
Distribution to RW Parent	(2.4)
Distribution to Member	(38.5)
Net income and comprehensive income	40.9
Balance at December 31, 2022	763.5
Share based compensation	1.0
Distribution to Member	(111.8)
Net income and comprehensive income	64.0
Balance at December 31, 2023	716.7
Share based compensation	0.5
Contribution from Member	11.0
Distribution to Member	(50.5)
Net income and comprehensive income	52.1
Balance at December 31, 2024	$ 729.8

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

ServiceMaster OpCo Holdings, LLC and Subsidiaries
(An indirect wholly owned subsidiary of RW Purchaser, LLC)
Consolidated Statements of Cash Flows
Years Ended December 31, 2024, 2023 and 2022

(in millions)	2024	2023	2022
Cash flows from operating activities			
Net income	$ 52.1	$ 64.0	$ 40.9
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization expense	25.6	24.7	24.3
Impairment charge	-	-	20.5
Amortization of debt issuance costs	2.9	2.9	2.9
Amortization of operating right of use assets	1.7	1.8	1.9
Gain on disposal of fixed asset	(0.3)	-	-
Loss on sale of business	-	4.2	-
Bad debt expense	1.3	-	-
Other, net	-	1.6	-
Share based compensation expense	0.5	1.0	5.1
Changes in operating assets and liabilities			
Accounts receivable and notes receivable	(2.1)	9.8	(4.7)
Inventories	-	-	6.4
Prepaid expenses and other assets	(2.3)	(1.3)	(1.4)
Accounts payable	(3.3)	(4.1)	(2.4)
Deferred revenue	1.1	1.5	(0.7)
Operating right of use assets and lease liabilities, net	(1.8)	(1.9)	(0.5)
Accrued and other current liabilities	1.5	(7.1)	(9.1)
Net cash provided by operating activities	76.9	97.1	83.2
Cash flows from investing activities			
Cash paid to acquire property and equipment	(5.5)	(9.9)	(3.9)
Cash received from fixed assets disposal	0.8	-	-
Sale of AmeriSpec and Furniture Medic	-	21.8	-
Distributor acquisitions	-	-	(47.9)
Cash paid to acquire intangible assets	(1.2)	-	-
Net cash (used in) provided by investing activities	(5.9)	11.9	(51.8)
Cash flows from financing activities			
Payments on finance leases	(0.3)	-	-
Borrowings on finance leases	-	0.3	-
Debt payment	(45.2)	(52.0)	(45.4)
Proceeds from borrowings	30.0	30.0	25.0
Distribution to Member	(50.5)	(103.7)	(38.5)
Contribution from Member	11.0	-	0.2
Contribution from Holdings	-	-	30.0
Distribution to RW Parent	-	-	(2.4)
Net cash used in financing activities	(55.0)	(125.4)	(31.1)
Net increase (decrease) in cash, cash equivalents and restricted cash	16.0	(16.4)	0.3
Cash, cash equivalents and restricted cash			
Beginning of year	17.4	33.8	33.5
End of year	$ 33.4	$ 17.4	$ 33.8
Supplemental disclosure of cash flow information			
Cash paid for interest	$ 31.7	$ 31.2	$ 32.3
Supplemental information on noncash transactions			
Noncash distribution to member in connection with asset transfers	$ -	$ 8.1	$ -
Noncash contribution from RW Parent	-	-	5.1

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

1. Description of Business

ServiceMaster OpCo Holdings, LLC (the "Company") is a limited liability company and a direct, wholly owned subsidiary of RW Purchaser LLC ("RW Purchaser" or "Member"). ServiceMaster Funding LLC (the "Issuer"), an indirect wholly owned subsidiary of the Company, will guarantee the Notes (as defined in Note 6, Long-term Debt, net), together with the other Guarantors (as defined below), pursuant to the Guarantee and Collateral Agreement. Through its direct wholly owned subsidiary ServiceMaster Holdco, LLC ("Holdco"), the Company acts as the manager of the securitization of restoration, cleaning, moving, junk removal and storage solution services to both residential and commercial customers through the following brands: ServiceMaster Restore, ServiceMaster Recovery Management ("SRM"), ServiceMaster Clean, Merry Maids, Two Men and a Truck ("TMTI") and Two Men and a Junk Truck ("TMJT") (collectively, the "ServiceMaster Brands").

References to "we," "us," "our" and "Company" in the accompanying consolidated financial statements (the "financial statements") are to the Company's business unless the context otherwise requires.

2. Significant Accounting Policies

The significant accounting policies described below, together with the other notes that follow, are an integral part of the financial statements.

Principles of Consolidation
The Financial Statements include the accounts of ServiceMaster OpCo Holdings, LLC and all of our consolidated subsidiaries.

Basis of Preparation
The historical results of our operations, financial position and cash flows have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). All significant intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates
The preparation of the financial statements requires management to make certain estimates and assumptions required under US GAAP that may differ from actual results. The more significant areas requiring the use of management estimates relate to the valuation of tangible and intangible assets.

Cash, Cash Equivalents and Restricted Cash
Cash and cash equivalents include highly liquid investments with maturity dates of three months or less from the date of purchase and are recorded at cost.

Restricted cash relates to the 2020 and 2021 securitized notes (as described in Note 6, Long-term Debt, net). As part of the transactions, the Company established certain cash and money market mutual fund accounts in the name of the Trustee for the benefit of the Trustee and the noteholders and are restricted in their use. The Company also established management accounts subject to control agreements among the Trustee, financial institutions and the Company. Restricted cash is comprised of cash collections and reserves held by the Trustee and within management accounts to be used for payments of principal, interest, commitment fees and other permissible operating expenses required for the notes of the Company.

Accounts Receivable and Notes Receivable

Accounts receivable consist primarily of national account revenue, royalties and franchise fees due from franchisees. Notes receivable consist primarily of licenses and equipment sold to franchisees. Accounts receivable are carried at their net realizable value. The Company accounts for credit losses using the Current Expected Credit Loss (CECL) model detailed in the Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2016-13, Financial Instruments – Credit Losses (Topic 326).

The Company's expected loss allowance methodology for accounts receivable is developed using historical collection experience, current and future economic and market conditions and a review of the current status of customers' trade accounts receivable. Due to the short-term nature of such receivables, the estimate of accounts receivable that may not be collected is based on aging of the accounts receivable balances and consideration of customers' financial and macroeconomic conditions. Balances are written off when determined to be uncollectible. The exposure to concentrations of credit risk is limited due to the diverse product offerings and geographic areas covered by our operations.

Estimates are used to determine the allowance. It is based on an assessment of anticipated payment and all other historical, current and future information that is reasonably available.

	December 31, 2024		
(in millions)	**Accounts Receivable**	**Notes Receivable**	**Total**
Receivables	$ 58.1	$ 2.2	$ 60.3
Allowance for credit losses	(2.4)	(0.6)	(3.0)
Receivables, net	$ 55.7	$ 1.6	$ 57.3

	December 31, 2023		
(in millions)	**Accounts Receivable**	**Notes Receivable**	**Total**
Receivables	$ 55.4	$ 3.5	$ 58.9
Allowance for credit losses	(2.1)	(0.3)	(2.4)
Receivables, net	$ 53.3	$ 3.2	$ 56.5

Inventories

Inventories are recorded at the lower of cost (primarily on a weighted-average cost basis) or net realizable value. Our inventories primarily consist of finished goods to be used on the customers' premises or sold to franchisees.

Property and Equipment and Intangible Assets
Property and equipment consist of the following:

(in millions)	December 31, 2024	December 31, 2023	Estimated Useful Lives *(years)*
Leasehold improvements	2.9	2.9	1-39
Technology and communications	18.1	14.5	2-10
Machinery and equipment	4.0	4.1	5-10
Office equipment, furniture and fixtures	8.6	7.8	3-17
Accumulated depreciation	(17.1)	(12.7)	
Property and equipment, net	$ 16.5	$ 16.6	

Depreciation expense of property and equipment was $3.8 million, $4.0 million and $4.7 million for the years ended December 31, 2024, 2023 and 2022, respectively. Additionally, the depreciation expense of rental equipment from SRM in the amount of $1.1 million for the year ended December 31, 2024 was recorded under cost of services rendered in the consolidated statements of operations and comprehensive income.

Property and equipment, leasehold improvements and intangible assets with finite lives are depreciated and amortized on a straight-line basis over their estimated useful lives. Property and equipment lives are based on our previous experience for similar assets, potential market obsolescence and other industry and business data. Amortization of leasehold improvements is provided for on a straight-line method over the estimated benefit period of the related assets or the lease term, if shorter. As required by accounting standards for the impairment or disposal of long-lived assets, property and equipment and finite-lived intangible assets are tested for recoverability whenever events or changes in circumstances indicate their carrying amounts may not be recoverable. If the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset, an impairment loss could be recognized equal to the difference between the carrying amount and the fair value of the asset. Changes in the estimated useful lives or in the asset values could cause us to adjust the book value or future expense accordingly. There were no triggering events identified for the years ended December 31, 2024, 2023 and 2022.

Indefinite-lived intangible assets, primarily trade names, are assessed annually for impairment during the fourth quarter or earlier upon the occurrence of certain events or substantive changes in circumstances. The Company performed an annual impairment analysis as of October 1, 2024 and 2023, which did not result in any intangible assets impairments to continuing operations. The Company performed an annual impairment analysis as of October 1, 2022, which resulted in a $12.4 million impairment of the Furniture Medic tradename and a $8.1 million impairment to the AmeriSpec tradename. See Note 4, *Intangible Assets*, for our intangible assets balances.

Member's Equity
Our equity on the consolidated statements of financial position represents RW Purchaser's net investment in us and is presented as Member's equity. Member's equity includes net cash transfers and other net asset transfers to and from RW Purchaser and us.

Fair Value Measurement

Fair value is defined as the exchange price that would be received for an asset or an exit price paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The fair value hierarchy defines a three-level valuation hierarchy for disclosure of fair value measurements as follows:

Level 1 Valuations based on quoted prices in active markets for identical assets or liabilities that an entity has the ability to access;

Level 2 Valuations based on quoted prices for similar assets or liabilities, quoted prices for identical assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable data for substantially the full term of the assets or liabilities; and

Level 3 Valuations based on inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The categorization of a financial instrument within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The carrying value of cash equivalents, accounts receivable, and accounts payable approximate fair value due to their short-term nature. The carrying value of the Company's debt approximates fair value due to the variable rate terms of the debt.

Leases

We determine if an arrangement is a lease at inception. We recognize a right-of-use ("ROU") asset and lease liability for all leases with terms of 12 months or more. ROU assets represent our right to use an underlying asset for the lease term, and lease liabilities represent our obligation to make lease payments arising from the lease.

ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. We use the implicit rate when readily determinable. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. See Note 6, *Leases* to the accompanying consolidated financial statements for information related to our leases.

Revenue

Royalty Fees

The Company has franchise agreements in the ServiceMaster Restore, ServiceMaster Clean, Merry Maids, TMTI and TMJT businesses. Royalty fee revenue consists principally of sales-based royalties received as part of the consideration for the franchise right and is calculated as a percentage of system wide sales. Royalty fees are recognized at the agreed-upon contractual rates over time as the customer-level revenue is generated by the franchisees. Revenue is recognized for an estimate of the unreported royalty fees, which are reported and remitted to us in arrears.

Commercial Cleaning and Other National Accounts
National account revenues are recognized at the agreed-upon contractual amounts over time as services are completed based on contractual arrangements to provide services at the customers' locations. The Company engages either a franchisee or third-party business to perform the services. Under these agreements, the Company is directly responsible for providing the services and receive payment directly from the customer. A receivable is recorded related to this revenue as the Company has an unconditional right to invoice and receive payment. Payments are typically received shortly after services have been rendered.

Sales of Products
Revenues are generated from selling products to franchisees. Revenues from product sales are generally recognized once control of the products transfers to the customer. A receivable is recorded related to these sales as the Company has an unconditional right to invoice and receive payment. Payments are typically received shortly after a customer is invoiced.

Franchise Fees
Initial franchise fees result from the sale of a franchise license, which includes the use of the name, trademarks and proprietary methods. The franchise license is considered symbolic intellectual property and revenue related to the sale of this right is recognized at the agreed-upon contractual amount over the term of the initial franchise agreement.

Referral Fees
We have contractual arrangements with several national insurance companies to maintain a call center which receives and provides nonrecurring recovery and restoration referrals from the insurers to qualifying franchisees. We receive and recognize referral fees from franchisees at the agreed-upon contractual amount as revenue in the month the referral is issued.

National Advertising Fund
Franchisees contribute a percentage of customer-level revenue into a national advertising fund managed by us. In cases where we have ultimate control of the marketing and advertising, we recognize both revenue and expense for the amount earned.

Advertising
Advertising costs are expensed when the advertising occurs and are included in selling and administrative expenses. Advertising costs were $38.2 million, $32.9 million and $19.2 million for the years ended December 31, 2024, 2023 and 2022, respectively. Advertising costs include national advertising fund expenses of $20.3 million, $19.0 million and $18.1 million for the years ended December 31, 2024, 2023 and 2022, respectively, for which there is an equal amount recorded in revenue for the years ended December 31, 2024, 2023 and 2022.

Stock Compensation
The Company accounts for equity-based compensation in accordance with ASC 718, Compensation – Stock Compensation. Accordingly, in exchange for employee and director services, compensation is given in the form of equity awards. The equity awards are recorded based on the grant date fair value and expensed over the requisite service period for the respective award.

The Company's equity-based awards include profit interest time units and profits interest performance units issued by the Company, which vest based on either time or the achievement of certain performance conditions. The Company records forfeitures as they occur. Compensation expense resulting from time-based vesting awards is recognized in the Company's consolidated statements of operations and comprehensive income, primarily within selling and administrative expenses, at the grant date fair value over the requisite service period. Compensation expense resulting from performance-based awards is recognized over the requisite service period when it is probable that the performance condition will be met. The calculated compensation expense for performance-based awards is adjusted based on an estimate of awards ultimately expected to vest. No performance-based compensation expense has been recorded by the Company as it is not deemed probable that the performance condition will be met.

The Company estimates grant date fair value using a Black-Scholes option pricing model that uses assumptions including expected volatility, expected term, and the expected risk-free rate of return. The Company has determined that the Black-Scholes option pricing model, as well as the underlying assumptions used in its application, is appropriate in estimating the fair value of its award grants.

Income Taxes
The Company is a single-member, limited liability corporation which has elected not to be taxed as a corporation, and consequently is not subject to U.S. federal or state income taxes. As such, for income tax purposes, the Company's earnings flow through directly to the Member.

Comprehensive Income
Comprehensive income represents net income for the period plus the results of certain other changes in Member's equity. The Company's other comprehensive income is equal to its net income.

Newly Issued Accounting Standards
The Company has reviewed all other recently issued, but not yet effective, accounting pronouncements and do not expect the future adoption of any such pronouncements will have a material impact on our financial condition or the results of our operations.

3. Revenue

The following table presents our revenues, disaggregated by revenue source. We disaggregate revenue from contracts with customers into major customer acquisition channels. We determined that disaggregating revenue into these categories achieves the disclosure objective to depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

	Years Ended December 31,		
(in millions)	**2024**	**2023**	**2022**
Major service line			
Royalty fees	$ 175.5	$ 186.8	$ 175.7
National accounts and self performed	94.5	106.7	101.4
National advertising fund	20.0	19.0	18.1
Sales of products	3.0	2.6	10.5
Other	51.1	46.1	45.7
	$ 344.1	$ 361.2	$ 351.4

Costs to Obtain a Contract with a Customer
The Company capitalizes the incremental costs of obtaining a contract with a customer, primarily commissions, and recognizes the expense on a straight-line basis, as adjusted to match the timing of revenue recognition, over the expected customer relationship period. The capitalizable cost to obtain a contract were $0.2 million for the year ended December 31, 2024. The capitalizable cost to obtain a contract were immaterial for the years ended December 31, 2023 and 2022.

Contract Balances
We record a receivable related to revenue recognized on services once we have an unconditional right to invoice and receive payment in the future related to the services provided. All accounts receivables are recorded within accounts receivable, less allowances, on the consolidated statements of financial position.

Deferred revenue from initial franchise fees represents a contract liability and is recognized when cash payments are received in advance of the performance of services, including when the amounts are refundable. Amounts are recognized as revenue in proportion to the costs expected to be incurred in performing services under our contracts.

Revenue is recognized net of any taxes collected from customers, which are subsequently remitted to taxing authorities.

4. Intangible Assets

The table below summarizes the intangible asset balances:

	December 31, 2024		
(in millions)	**Gross**	**Accumulated Amortization**	**Net**
Trade names [1]	$ 1,459.0	$ 0.0	$ 1,459.0
Customer related [2][3]	179.4	(57.3)	122.1
Other [2]	52.6	(21.7)	30.9
	$ 1,691.0	$ (79.0)	$ 1,612.0

	December 31, 2023		
(in millions)	**Gross**	**Accumulated Amortization**	**Net**
Trade names [1]	$ 1,459.0	$ 0.0	$ 1,459.0
Customer related [2]	178.2	(39.7)	138.5
Other [2]	52.6	(18.7)	33.9
	$ 1,689.8	$ (58.4)	$ 1,631.4

(1) Trade names are indefinite lived.

(2) These intangible assets are being amortized over the expected period of benefit, with a weighted average life of approximately 8.0 years and 8.9 years for the years ended December 31, 2024 and 2023, respectively. In addition, customer related includes franchise agreement.

(3) In 2024, the Company entered into an agreement in July, 2024 to acquire assets related to Master Franchise Agreement Two Men And A Truck (Canada) for $1.2 million, which were capitalized into customer related intangible assets.

Amortization expense of $20.7 million, $20.7 million and $19.6 million was recorded for the years ended December 31, 2024, 2023 and 2022, respectively. Amortization expense for 2024 includes $0.1 million related to a disposal of a franchise branch.

For the existing intangible assets, we anticipate amortization expense for the next five years as follows:

(in millions)	**2025**	**2026**	**2027**	**2028**	**2029**
Amortization expense	$ 20.7	$ 20.0	$ 18.9	$ 18.9	$ 18.5

5. Long-term Debt, Net

Outstanding long-term debt, net consists of the following:

(in millions)	December 31, 2024	December 31, 2023
Series 2020 Class A-2-I Notes, due January 2051	$ 214.5	$ 215.8
Series 2020 Class A-2-II Notes, due January 2051	386.4	388.4
Series 2020 Class A-1 variable rate notes	-	10.0
Series 2021 Class A-2-1 Notes, due July 2051	142.7	143.5
Series 2021 Class A-2-II Notes, due July 2051	237.9	239.1
Debt issuance costs, net	(14.0)	(17.1)
Total long-term debt, including current portion	967.5	979.7
Amounts payable within one year	(10.3)	(20.3)
Long-term debt, net	$ 957.2	$ 959.4

Interest expense was $30.7 million, $31.6 million and $32.4 million for all credit facilities described below for the years ended December 31, 2024, 2023 and 2022, respectively.

The debt issuance costs were capitalized and are shown net of the long-term debt on the consolidated statements of financial position. The debt issuance costs are amortized on a straight-line basis (which approximates the effective interest method) over the term of the respective notes. The Company recognized $2.9 million of amortization expense for all credit facilities described above for the years ended December 31, 2024, 2023 and 2022, respectively.

Future Minimum Principal Payments

(in millions)	Amount
2025	$ 10.3
2026	10.3
2027	10.3
2028	10.3
2029	10.3
Thereafter	930.0
Total future minimum payments	$ 981.5

2020 Securitized Notes

On December 9, 2020 (the "2020 Securitization Date"), a series of agreements (collectively, the "2020 Indenture") were effectuated and gave rise to a revised legal entity structure of the Company's subsidiaries as well as the issuance of approximately $750,000,000 of Notes by the Company's indirect wholly owned subsidiaries, ServiceMaster Funding LLC (the "Issuer") and ServiceMaster of Canada Limited ("Canada Limited" and, collectively, the "Co-Issuers"). Pursuant to the agreement the Co-Issuers issued $250,000,000 of Series 2020-1 2.841% Fixed Rate Senior Secured Notes, Series 2020 Class A-2-I (the "Class A-2-I Notes"), $450,000,000 of Series 2020-1, 3.337% Fixed Rate Senior Secured Notes, Series 2020 Class A-2-II (the "Class A-2-II Notes"), and $50,000,000 of variable funding notes, Series 2020 Class A-1 (the "Series 2020-1 Class A-1 Notes" and, collectively with the Series 2020 Class A-2-I Notes and the Series 2020 Class A-2-II Notes, the "2020 Notes"). Interest will accrue on the Series 2020-1 Class A-1 Notes at a variable rate depending on the outstanding amount drawn by the Co-Issuers from time to time thereunder, if any. The legal final maturity date of the Notes is in January 2051.

Unless earlier prepaid to the extent permitted, the 2020 Indenture provides for an anticipated repayment date of January 2028 for the Class A-2-I Notes and an anticipated repayment date of January 2031 for the Series 2020 Class A-2-II Notes (as applicable, the "Anticipated Repayment Date"). The lending commitment under the Series 2020-1 Class A-1 Notes will expire in January 2026, subject to two automatic annual renewals at the election of the Co- Issuers if certain conditions are met.

The 2020 Notes have been guaranteed by indirect or direct wholly owned subsidiaries of the Company, ServiceMaster SPE Holdco LLC ("Holdco") and RW Canada Intermediate Ltd., as well as all of the subsidiaries of the Issuer (collectively, the "Guarantors"). The 2020 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the 2020 Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make- whole payments. The 2020 Notes are also subject to customary rapid amortization events provided for in the Indenture and customary events of default.

The 2020 Indenture also provides for quarterly principal amortization in respect of the Series 2020 Class A-2-I Notes and the Series 2020 Class A-2-II Notes equal to 0.25% of their original principal amount through their respective Anticipated Repayment Date, subject to a fall-away provision if the senior leverage ratio is less than a specified threshold on any quarterly test date.

2021 Senior Notes

On July 30, 2021, in conjunction with the acquisition of Two Men and a Truck/International, Inc., the Co-Issuers entered into an agreement (the "2021 Indenture") for a senior note facility in an aggregate principal amount of $400,000,000 with Citibank. The Issuer issued $150,000,000 of Series 2021-1 2.865% Fixed Rate Senior Secured Notes, Series 2021 Class A-2-I, $250,000,000 of Series 2021-1, 3.113% Fixed Rate Senior Secured Notes, Series 2021 Class A-2-II (the "2021 Notes"). The legal final maturity date of the Notes is in July 2051. The 2021 Indenture provides for an anticipated repayment date of July 2028 for the Series 2021 Class A-2-I Notes and an anticipated repayment date of July 2031 for the Series 2021 Class A-2-II Notes (as applicable, the "Anticipated Repayment Date"). The lending commitment under the Series 2021-1 Class A-1 Notes will expire in July 2026, subject to two automatic annual renewals at the election of the Issuer if certain conditions are met.

The 2021 Notes are secured by substantially all of the assets of the Issuer and the Guarantors. The 2021 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the 2021 Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make-whole payments. The 2021 Notes are also subject to customary rapid amortization events provided for in the Indenture and customary events of default. The 2021 Indenture also provides for quarterly principal amortization in respect of the Series 2021 Class A-2-I Notes and the Series 2021 Class A-2-II Notes equal to 0.25% of their original principal amount through their respective Anticipated Repayment Date, subject to a fall-away provision if the senior leverage ratio is less than a specified threshold on any quarterly test date.

Under the 2021 Amended and Restated Base Indenture, the Company makes weekly payments of principal and interest for the balances outstanding under the 2021 Notes and the 2020 Notes. The payments are remitted to the Trustee weekly based on retained collections during the previous weekly collection period. The Company classifies such advance debt payments during the period they are held by the Trustee in Prepaid Expenses and Other Assets. The balances of the advance debt payments held by the Trustee amounted to $10.5 million $9.8 million and $10.6 million as of December 31, 2024, 2023 and 2022, respectively.

Letters of Credit

In connection with the Securitization, a commercial bank issued an interest reserve letter of credit in an amount up to $8.9 million in favor of Citibank N.A. (the “Trustee”) for the benefit of the senior noteholders and/or the servicer of the Securitization (each, a “Beneficiary”). The $8.9 million funds will be made available to either Beneficiary in order for the Company to comply with the required interest reserve amounts pursuant to the Indenture (as defined in Note 6, Long-term Debt, net). The terms of the letter of credit automatically renew without an amendment on each anniversary of the date of issuance for a one-year period with a final expiry date of January 15, 2027.
The Company intends to renew the letter of credit for as long as the Company holds the Notes (as defined in Note 6, Long-term Debt, net). As of December 31, 2024, no amounts were outstanding under the letter of credit.

The Company also has a letter of credit in the amount of $6.6 million as of December 31, 2024, associated with a captive insurance program within TMTI. As of December 31, 2024, no amounts were outstanding under the letter of credit.

6. Leases

The Company accounts for leases under FASB ASC 842, Leases. We determine if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use assets (“ROU”), net; current portion of lease liability; and long-term lease liability on the consolidated statements of financial position. Finance leases are included in property and equipment, net; current portion of finance lease liability and long-term finance lease liability and long-term debt on the consolidated statements of financial position.

Operating lease ROU assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments, including fixed nonlease components, over the lease term at commencement date. Lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

Leases, including subleases, with a lease term of 12 months or less are not recorded on the consolidated statements of financial position. Lease expense for minimum lease payments and fixed nonlease components is recognized on a straight-line basis over the lease term.

As of December 31, 2024, 2023 and 2022, no assets were recorded under finance leases. The operating lease cost component of lease expense was $3.9 million, $3.6 million and $2.3 million for the years ended December 31, 2024, 2023 and 2022, respectively. The finance lease cost, depreciation of finance lease ROU assets, short-term lease cost and variable lease cost components of lease expense were immaterial.

As the rates implicit in our leases are not readily determinable, we use a collateralized incremental borrowing rate based on the information available at the lease commencement date in determining the present value of future payments.

We use the portfolio approach and group leases into categories by lease term length, applying the corresponding incremental borrowing rates to these categories of leases.

Supplemental cash flow information and other information for leases was as follows:

	Years Ended December 31,		
(in millions, unless otherwise noted)	**2024**	**2023**	**2022**
ROU assets obtained in exchange for lease obligations			
Operating leases	$ 0.2	$ 2.3	$ -
Weighted average remaining lease term *(in years)*			
Operating leases	6.7 years	7.4 years	8.5 years
Weighted average discount rate			
Operating leases	3.20 %	3.17 %	3.17 %

As of December 31, 2024, there was no finance leases included within current portion of finance lease liability and long-term portion of finance lease liability on the consolidated statements of financial position. As of December 31, 2023, there was no finance leases included within current portion of finance lease liability, and $0.3 million of finance leases included within long-term portion of finance lease liability on consolidated statements of financial position. As of December 31, 2024 and 2023, there was $2.5 million and $2.4 million of operating leases included within current portion of lease liability, and $10.5 million and $12.5 million within long- term portion of lease liability, respectively, on the consolidated statements of financial position.

Future minimum lease payments under noncancellable leases as of December 31, 2024 were as follows:

(in millions)	Operating Leases
Year ending December 31,	
2025	$ 2.6
2026	2.6
2027	2.7
2028	2.6
2029	0.6
Thereafter	3.3
Total future minimum lease payments	14.4
Less: Imputed interest	(1.4)
	$ 13.0

7. Commitments and Contingencies

We lease certain property, equipment and warehouses under various operating lease arrangements. Most of the property leases provide that we pay taxes, insurance, and maintenance applicable to the leased premises. As leases for existing locations expire, we expect to renew the leases or substitute another location and lease. Please refer to Note 6, *Leases*, for further details.

In the ordinary course of conducting business activities, we are and may in the future become involved in various litigation and claims incidental to our business. The outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company. Based on currently available information, the Company is subject to certain claims for damages that are performed during the course of business. The Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flow.

8. Management Services Agreement

The Company has a management agreement with a related party. Under the agreement, the Company pays fees for management services, which totaled approximately $2.7 million, $2.9 million and $3.0 million for the years ended December 31, 2024, 2023 and 2022, respectively. The fees were recorded in the consolidated statements of operations and comprehensive income in selling and administrative expenses.

9. Equity Agreements and Equity Incentive Plan

RW Management Holdings LLC, a member of RW Parent, entered into the 2020 RW Management Holdings LLC Profits Interest Incentive Plan (the Equity Plan). The Equity Plan is designed to provide an incentive to employees of RW Parent or any of its subsidiaries.

Under the Plan, interest units (“Unit Awards”) of RW Parent may be issued to the employees of the Company or any of its subsidiaries. The Unit Awards are subject to the terms of the Equity Plan, as well as, the terms of the respective unit grant agreements, which among other matters, define the vesting term.

As of December 31, 2024, 2023 and 2022, RW Management Holdings LLC had approximately 132,800 132,800 and 132,800 total Profits Interest Units reserved for issuance under the Equity Plan, respectively.

	Profits Interest Time Units	Profits Interest Performance Units
December 31, 2021	40,357	40,357
Granted	6,255	10,480
Forfeited	(17,070)	(25,569)
December 31, 2022	29,542	25,268
Granted	5,707	5,699
Forfeited	(8,228)	(8,234)
December 31, 2023	27,021	22,733
Granted	3,330	3,329
Exercised	(30)	-
Forfeited	(7,933)	(12,192)
End of Period – December 31, 2024	22,388	13,870
Vested	13,357	-

The Company recognized $0.5 million, $1.0 million and $5.1 million in compensation expense in selling and administrative expenses in the consolidated statements of operations and comprehensive income for the Time-Vesting Units for the year ended December 31, 2024, 2023 and 2022, respectively, and is included in the consolidated statements of financial position in Members' Equity. As of December 31, 2024, no compensation expense for the Profits Interest Performance Units was recognized given that none of the performance criteria were met or probable.

The fair value of all incentive units granted was estimated using a Black-Scholes option pricing model using the following assumptions:

	Years Ended December 31,		
	2024	**2023**	**2022**
Risk-free interest rate range	3.59%-4.71%	0.03%-4.92%	(1.6)%–1.9%
Expected volatility	28.3 %	26.9 %	28.2 %
Weighted-average expected option life (in years)	6.4 years	5.2 years	5.0 years
Weighted-average grant-date fair value	$ 510.12	$ 482.00	$ 317.00
Dividend yield	0.0 %	0.0 %	0.0 %

The remaining unrecognized compensation expense for these awards were $8.7 million, $13.1 million and $19.7 million as of December 31, 2024, 2023 and 2022, respectively.

The expected term of the incentive units is based on evaluations of historical and expected future employee exercise behavior. The risk-free interest rate is based on the U.S. Treasury rates at the date of grant with maturity dates approximately equal to the expected life at the grant date. Volatility is based on the historical volatility of several entities that are similar to the Company as the Company does not have sufficient historical transactions of its own shares on which to base expected volatility

10. Subsequent Events

The Company evaluated subsequent events from December 31, 2024 through May 12, 2025 the date the financial statements were available to be issued. There were no matters identified affecting the Company's financial position or requiring further disclosure.

ServiceMaster Systems, LLC and Subsidiaries

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

Consolidated Financial Statements

December 31, 2024 and 2023 and for the three years ended December 31, 2024

ServiceMaster Systems, LLC and Subsidiaries
(An indirect, wholly owned subsidiary of RW Purchaser, LLC)
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Report of Independent Auditors

To the Board of Managers of RW Parent, LLC and Management of ServiceMaster Systems, LLC

Opinion

We have audited the accompanying consolidated financial statements of ServiceMaster Systems, LLC and its subsidiaries (the "Company"), which comprise the consolidated statements of financial position as of December 31, 2024 and 2023, and the related consolidated statements of operations and comprehensive income, of member's equity, and of cash flows for the three years then ended December 31, 2024, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the three years then ended December 31, 2024 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 (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated 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.

Responsibilities of Management for the Consolidated 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 for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated 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 auditors' 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 US 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 US 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.

PricewaterhouseCoopers LLP

Atlanta, Georgia
May 12, 2025

ServiceMaster Systems, LLC and Subsidiaries
(An indirect, wholly owned subsidiary of RW Purchaser, LLC)
Consolidated Statements of Operations and Comprehensive Income
Years Ended December 31, 2024, 2023 and 2022

(in millions)	2024	2023	2022
Revenue	$ 325.2	$ 344.7	$ 350.6
Cost of services rendered	89.5	107.2	127.7
Selling and administrative expenses	97.5	84.8	73.6
Depreciation and amortization expenses	22.8	23.0	22.2
Impairment charge	-	-	20.5
Operating expenses	209.8	215.0	244.0
Operating income	115.4	129.7	106.6
Other expense	2.0	2.0	1.8
Net income and comprehensive income	$ 113.4	$ 127.7	$ 104.8

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

ServiceMaster Systems, LLC and Subsidiaries
(An indirect, wholly owned subsidiary of RW Purchaser, LLC)
Consolidated Statements of Financial Position
December 31, 2024 and 2023

(in millions)	2024	2023
Assets		
Accounts receivable, less allowance	$ 56.4	$ 53.2
Inventories	0.8	0.8
Prepaid expenses and other assets	3.0	3.2
Total current assets	60.2	57.2
Property and equipment, net	11.1	10.9
Right-of-use asset	1.6	2.0
Notes receivable	-	0.1
Intangible assets, net	1,612.0	1,631.4
Other assets	0.7	0.3
Total assets	$ 1,685.6	$ 1,701.9
Liabilities and Member's Equity		
Accounts payable	$ 7.1	$ 8.4
Accrued advertising	3.3	4.0
Payroll and other employee benefits	8.6	9.4
Deferred revenue	1.7	1.7
Current portion of lease liability	0.4	0.4
Other current liabilities	11.6	6.3
Total current liabilities	32.7	30.2
Long-term lease liability	1.3	1.7
Long-term portion of finance lease liability	-	0.3
Other long-term liabilities	5.9	4.8
Total liabilities	39.9	37.0
Member's equity	1,645.7	1,664.9
Total liabilities and member's equity	$ 1,685.6	$ 1,701.9

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

ServiceMaster Systems, LLC and Subsidiaries
(An indirect, wholly owned subsidiary of RW Purchaser, LLC)
Consolidated Statements of Member's Equity
Years Ended December 31, 2024, 2023 and 2022

(in millions)	Member's Equity
Balances at December 31, 2021	$ 1,699.1
Distribution to Member	(88.8)
Net income and comprehensive income	104.8
Balances at December 31, 2022	1,715.1
Distribution to Member	(177.9)
Net income and comprehensive income	127.7
Balances at December 31, 2023	1,664.9
Distribution to Member	(132.6)
Net income and comprehensive income	113.4
Balances at December 31, 2024	$ 1,645.7

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

ServiceMaster Systems, LLC and Subsidiaries
(An indirect, wholly owned subsidiary of RW Purchaser, LLC)
Consolidated Statements of Cash Flows
Years Ended December 31, 2024, 2023 and 2022

(in millions)	2024	2023	2022
Cash flows from operating activities			
Net income	$ 113.4	$ 127.7	$ 104.8
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization expense	23.9	23.0	22.2
Impairment charge	-	-	20.5
Amortization of operating right of use assets	0.4	0.3	-
Gain on disposal of fixed assets	(0.3)	-	-
Bad debt expense	0.9	(0.1)	-
Other, net	-	1.6	-
Changes in operating assets and liabilities			
Accounts receivable and notes receivable	(4.0)	8.1	(8.6)
Inventories	-	-	6.4
Prepaid expenses and other assets	(0.2)	(1.1)	0.8
Accounts payable	(1.4)	(6.2)	(0.9)
Deferred revenue	1.1	1.5	(0.7)
Operating right of use assets and lease liabilities, net	- (0.4)	- (0.2)	- 0.4
Operating lease liability	-	-	(0.4)
Accrued and other current liabilities	3.9	(1.6)	(8.1)
Net cash provided by operating activities	137.3	153.0	136.4
Cash flows from investing activities			
Cash received from property and equipment disposal	0.8	-	-
Cash paid to acquire property and equipment	(4.0)	(8.8)	0.4
Cash paid to acquire intangible assets	(1.2)	-	-
Distributor acquisitions	-	-	(47.9)
Net cash used in investing activities	(4.4)	(8.8)	(47.5)
Cash flows from financing activities			
Payments of finance leases	(0.3)	-	-
Borrowings on finance leases	-	0.3	-
Debt payment	-	-	(0.1)
Distribution to members	(132.6)	(144.5)	(88.8)
Net cash used in financing activities	(132.9)	(144.2)	(88.9)
Net increase in cash and cash equivalents	-	-	-
Cash and cash equivalents			
Beginning of year	-	-	-
End of year	$ -	$ -	$ -
Noncash investing and financing activities			
Noncash distribution to members in connection with asset transfers	$ -	$ 33.4	$ -

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

1. Description of Business

Servicemaster Systems LLC
The Company is a single-member limited liability company subsidiary of ServiceMaster Funding LLC (the "Issuer", "Member", or together with ServiceMaster of Canada Limited, the "Co-Issuers"), and an indirect wholly owned subsidiary of RW Purchaser. Through its subsidiaries, the Company franchises and provides restoration, cleaning, moving, junk removal and storage solution services to both residential and commercial customers through the following brands: ServiceMaster Restore, ServiceMaster Recovery Management ("SRM"), ServiceMaster Clean, Merry Maids, and Two Men and a Truck ("TMTI") and Two Men and a Junk Truck ("TMJT") (collectively, the "ServiceMaster Brands").

References to "we," "us," "our" and "Company" in the accompanying consolidated financial statements (the "financial statements") are to the Company's business unless the context otherwise requires.

2. Significant Accounting Policies

The significant accounting policies described below, together with the other notes that follow, are an integral part of the financial statements.

Principles of Consolidation
The Financial Statements include the accounts of Servicemaster Systems LLC and all of our consolidated subsidiaries.

Basis of Preparation
The historical results of our operations, financial position and cash flows have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). All significant intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates
The preparation of the financial statements requires management to make certain estimates and assumptions required under US GAAP that may differ from actual results. The more significant areas requiring the use of management estimates relate to the valuation of tangible and intangible assets.

Accounts Receivable and Notes Receivable
Accounts receivable consist primarily of national account revenue, royalties and franchise fees due from franchisees. Notes receivable consist primarily of licenses and equipment sold to franchisees. Accounts receivable are carried at their net realizable value. The Company accounts for credit losses using the Current Expected Credit Loss (CECL) model detailed in the Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2016-13, Financial Instruments – Credit Losses (Topic 326).

The Company's expected loss allowance methodology for accounts receivable is developed using historical collection experience, current and future economic and market conditions and a review of the current status of customers' trade accounts receivable. Due to the short-term nature of such receivables, the estimate of accounts receivable that may not be collected is based on aging of the accounts receivable balances and consideration of customers' financial and macroeconomic conditions. Balances are written off when determined to be uncollectible. The exposure to concentrations of credit risk is limited due to the diverse product offerings and geographic areas covered by our operations.

Estimates are used to determine the allowance. It is based on an assessment of anticipated payment and all other historical, current and future information that is reasonably available.

(in millions)	December 31, 2024 Accounts Receivable
Receivables	$ 58.8
Less: Allowance for credit losses	(2.4)
Receivables, net	$ 56.4

	December 31, 2023		
(in millions)	Accounts Receivable	Notes Receivable	Total
Receivables	$ 55.3	$ 0.1	$ 55.4
Less: Allowance for credit losses	(2.1)	-	(2.1)
Receivables, net	$ 53.2	$ 0.1	$ 53.3

Inventories
Inventories are recorded at the lower of cost (primarily on a weighted-average cost basis) or net realizable value. Our inventories primarily consist of finished goods to be used on the customers' premises or sold to franchisees.

Property and Equipment and Intangible Assets
Property and equipment consist of the following:

	December 31,		Estimated Useful Lives
(in millions)	2024	2023	*(years)*
Leasehold improvements	1.2	1.2	1–39
Technology and communications	7.4	5.2	2–10
Machinery and equipment	4.0	4.1	5–10
Office equipment, furniture and fixtures	8.0	7.3	3–17
Accumulated depreciation	(9.5)	(6.9)	
Property and equipment, net	$ 11.1	$ 10.9	

Depreciation expense of property and equipment was $2.1 million, $2.3 million and $2.6 million for the years ended December 31, 2024, 2023 and 2022, respectively. Additionally, the depreciation expense of rental equipment from SRM in the amount of $1.1 million for the year ended December 31, 2024 was recorded under cost of services rendered in the consolidated statements of operations and comprehensive income.

Property and equipment, leasehold improvements and intangible assets with finite lives are depreciated and amortized on a straight-line basis over their estimated useful lives. Property and equipment lives are based on our previous experience for similar assets, potential market obsolescence and other industry and business data. Amortization of leasehold improvements is provided for on a straight-line method over the estimated benefit period of the related assets or the lease term, if shorter. As required by accounting standards for the impairment or disposal of long-lived assets, property and equipment and finite-lived intangible assets are tested for recoverability whenever events or changes in circumstances indicate their carrying amounts may not be recoverable. If the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset, an impairment loss could be recognized equal to the difference between the carrying amount and the fair value of the asset. Changes in the estimated useful lives or in the asset values could cause us to adjust the book value or future expense accordingly. There were no triggering events identified for the years ended December 31, 2024, 2023 and 2022.

Indefinite-lived intangible assets, primarily trade names, are assessed annually for impairment during the fourth quarter or earlier upon the occurrence of certain events or substantive changes in circumstances. The Company performed an annual impairment analysis as of October 1, 2024 and 2023, which did not result in any intangible assets impairments to continuing operations. The Company performed an annual impairment analysis as of October 1, 2022, which resulted in a $12.4 million impairment of the Furniture Medic tradename and a $8.1 million impairment to the AmeriSpec tradename. See Note 4, Intangible Assets, for our intangible assets balances.

Member's Equity
Our equity on the consolidated statements of financial position represents the Issuer's net investment in us and is presented as Member's Equity.

Fair Value Measurement
Fair value is defined as the exchange price that would be received for an asset or an exit price paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The fair value hierarchy defines a three-level valuation hierarchy for disclosure of fair value measurements as follows:

Level 1 Valuations based on quoted prices in active markets for identical assets or liabilities that an entity has the ability to access;

Level 2 Valuations based on quoted prices for similar assets or liabilities, quoted prices for identical assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable data for substantially the full term of the assets or liabilities; and

Level 3 Valuations based on inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The categorization of a financial instrument within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The carrying value of cash equivalents, accounts receivable, and accounts payable approximate fair value due to their short-term nature. The carrying value of the Company's debt approximates fair value due to the variable rate terms of the debt.

Leases

We determine if an arrangement is a lease at inception. We recognize a right-of-use ("ROU") asset and lease liability for all leases with terms of 12 months or more. ROU assets represent our right to use an underlying asset for the lease term, and lease liabilities represent our obligation to make lease payments arising from the lease.

ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. We use the implicit rate when readily determinable. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

Revenue

Royalty Fees

The Company has franchise agreements in the ServiceMaster Restore, ServiceMaster Clean, Merry Maids, TMTI and TMJT businesses. Royalty fee revenue consists principally of sales-based royalties received as part of the consideration for the franchise right and is calculated as a percentage of system wide sales. Royalty fees are recognized at the agreed-upon contractual rates over time as the customer-level revenue is generated by the franchisees. Revenue is recognized for an estimate of the unreported royalty fees, which are reported and remitted to us in arrears.

Commercial Cleaning and Other National Accounts

National account revenues are recognized at the agreed-upon contractual amounts over time as services are completed based on contractual arrangements to provide services at the customers' locations. The Company engages either a franchisee or third-party business to perform the services. Under these agreements, the Company is directly responsible for providing the services and receive payment directly from the customer. A receivable is recorded related to this revenue as the Company has an unconditional right to invoice and receive payment. Payments are typically received shortly after services have been rendered.

Sales of Products

Revenues are generated from selling products to franchisees. Revenues from product sales are generally recognized once control of the products transfers to the customer. A receivable is recorded related to these sales as the Company has an unconditional right to invoice and receive payment. Payments are typically received shortly after a customer is invoiced.

Franchise Fees

Initial franchise fees result from the sale of a franchise license, which includes the use of the name, trademarks and proprietary methods. The franchise license is considered symbolic intellectual property and revenue related to the sale of this right is recognized at the agreed-upon contractual amount over the term of the initial franchise agreement.

Referral Fees

We have contractual arrangements with several national insurance companies to maintain a call center which receives and provides nonrecurring recovery and restoration referrals from the insurers to qualifying franchisees. We receive and recognize referral fees from franchisees at the agreed-upon contractual amount as revenue in the month the referral is issued.

National Advertising Fund
Franchisees contribute a percentage of customer-level revenue into a national advertising fund managed by us. In cases where we have ultimate control of the marketing and advertising, we recognize both revenue and expense for the amount earned.

Advertising
Advertising costs are expensed when the advertising occurs and are included in selling and administrative expenses. Advertising costs were $21.8 million, $19.8 million and $19.0 million for the years ended December 31, 2024, 2023 and 2022, respectively. Advertising costs include national advertising fund expenses of $20.3 million and $19.0 million and $18.1 million for the years ended December 31, 2024, 2023 and 2022, respectively, for which expenses were higher than revenue recorded due to an overspend for the years ended December 31, 2024, 2023 and 2022.

Income Taxes
The Company is a single-member limited liability corporation which has elected not to be taxed as a corporation, and consequently is not subject to U.S. federal or state income taxes. As such, for income tax purposes, the Company's earnings flow through directly to the Member.

Comprehensive Income
Comprehensive income represents net income for the period plus the results of certain other changes in Member's equity. The Company's comprehensive income is equal to its net income.

Newly Issued Accounting Standards
We have reviewed all recently issued, but not yet effective, accounting pronouncements and do not expect the future adoption of any such pronouncements will have a material impact on our financial condition or the results of our operations.

3. Revenue

The following table presents our revenues, disaggregated by revenue source. We disaggregate revenue from contracts with customers into major customer acquisition channels. We determined that disaggregating revenue into these categories achieves the disclosure objective to depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

	Years Ended December 31,		
(in millions)	**2024**	**2023**	**2022**
Major service line			
Royalty fees	$ 175.5	$ 186.8	$ 175.7
National accounts and self performed	94.5	106.7	101.4
National advertising fund	20.0	19.0	18.1
Sales of products	3.0	2.6	10.5
Other	32.2	29.6	44.9
	$ 325.2	$ 344.7	$ 350.6

Costs to Obtain a Contract With a Customer
The Company capitalizes the incremental costs of obtaining a contract with a customer, primarily commissions, and recognizes the expense on a straight-line basis, as adjusted to match the timing of revenue recognition, over the expected customer relationship period. The capitalizable cost to obtain a contract were $0.2 million for the year ended December 31, 2024. The capitalizable cost to obtain a contract were immaterial for the years ended December 31, 2023 and 2022.

Contract Balances
We record a receivable related to revenue recognized on services once we have an unconditional right to invoice and receive payment in the future related to the services provided. All accounts receivables are recorded within accounts receivable, less allowances, on the consolidated statements of financial position.

Deferred revenue from initial franchise fees represents a contract liability and is recognized when cash payments are received in advance of the performance of services, including when the amounts are refundable. Amounts are recognized as revenue in proportion to the costs expected to be incurred in performing services under our contracts.

Revenue is recognized net of any taxes collected from customers, which are subsequently remitted to taxing authorities.

4. Intangible Assets

The table below summarizes the intangible asset balances:

	December 31, 2024		
(in millions)	**Gross**	**Accumulated Amortization**	**Net**
Trade names [1]	$ 1,459.0	$ -	$ 1,459.0
Customer related [2][3]	179.4	(57.3)	122.1
Other [2]	52.6	(21.7)	30.9
	$ 1,691.0	$ (79.0)	$ 1,612.0

	December 31, 2023		
(in millions)	**Gross**	**Accumulated Amortization**	**Net**
Trade names [1]	$ 1,459.0	$ -	$ 1,459.0
Customer related [2]	178.2	(39.6)	138.6
Other [2]	52.6	(18.8)	33.8
	$ 1,689.8	$ (58.4)	$ 1,631.4

(1) Trade names are indefinite lived.

(2) These intangible assets are being amortized over the expected period of benefit, with a weighted average life of approximately 8.0 years and 8.9 years for the years ended December 31, 2024 and 2023, respectively. In addition, customer related includes franchise agreement.

(3) In 2024, the Company entered into an agreement in July, 2024 to acquire assets related to Master Franchise Agreement Two Men And A Truck (Canada) for $1.2 million, which were capitalized into customer related intangible assets.

Amortization expense of $20.7 million, $20.7 million and $19.6 million was recorded for the years ended December 31, 2024, 2023 and 2022, respectively. Amortization expense for 2024 includes $0.1 million related to a disposal of a franchise branch.

For the existing intangible assets, we anticipate amortization expense for the next five years as follows:

(in millions)	**2025**	**2026**	**2027**	**2028**	**2029**
Amortization expense	$ 20.7	$ 20.0	$ 18.9	$ 18.9	$ 18.5

5. Long-Term Debt, Net

Outstanding debt at ServiceMaster SPE Holdco, LLC for which the Company is a guarantor consists of the following at December 31, 2024 and 2023:

(in millions)	December 31, 2024	December 31, 2023
Series 2020 Class A-2-I Notes, due January 2051	$ 214.5	$ 215.8
Series 2020 Class A-2-II Notes, due January 2051	386.4	388.4
Series 2020 Class A-1 variable rate notes	-	10.0
Series 2021 Class A-2-1 Notes, due July 2051	142.7	143.5
Series 2021 Class A-2-II Notes, due July 2051	237.9	239.1
Debt issuance costs, net	(14.0)	(17.0)
Total long-term debt, including current portion	967.5	979.8
Amounts payable within one year	(10.3)	(20.3)
Long-term debt, net	$ 957.2	$ 959.5

Future Minimum Principal Payments

(in millions)	Amount
2025	$ 10.3
2026	10.3
2027	10.3
2028	10.3
2029	10.3
Thereafter	930.0
Total future minimum payments	$ 981.5

2020 Securitized Notes

On December 9, 2020 (the "2020 Securitization Date"), a series of agreements (collectively, the "2020 Indenture") were effectuated and gave rise to a revised legal entity structure of the Company's subsidiaries as well as the issuance of approximately $750,000,000 of Notes by the Company's indirect wholly owned subsidiaries, ServiceMaster Funding LLC (the "Issuer") and ServiceMaster of Canada Limited ("Canada Limited" and, collectively, the "Co-Issuers"). Pursuant to the agreement the Co-Issuers issued $250,000,000 of Series 2020-1 2.841% Fixed Rate Senior Secured Notes, Series 2020 Class A-2-I (the "Class A-2-I Notes"), $450,000,000 of Series 2020-1, 3.337% Fixed Rate Senior Secured Notes, Series 2020 Class A-2-II (the "Class A-2-II Notes"), and $50,000,000 of variable funding notes, Series 2020 Class A-1 (the "Series 2020-1 Class A-1 Notes"

and, collectively with the Series 2020 Class A-2-I Notes and the Series 2020 Class A-2-II Notes, the "2020 Notes"). Interest will accrue on the Series 2020-1 Class A-1 Notes at a variable rate depending on the outstanding amount drawn by the Co-Issuers from time to time thereunder, if any. The legal final maturity date of the Notes is in January 2051.

Unless earlier prepaid to the extent permitted, the 2020 Indenture provides for an anticipated repayment date of January 2028 for the Class A-2-I Notes and an anticipated repayment date of January 2031 for the Series 2020 Class A-2-II Notes (as applicable, the "Anticipated Repayment Date"). The lending commitment under the Series 2020-1 Class A-1 Notes will expire in January 2026, subject to two automatic annual renewals at the election of the Co- Issuers if certain conditions are met.

The 2020 Notes have been guaranteed by indirect or direct wholly owned subsidiaries of the Company, ServiceMaster SPE Holdco LLC ("Holdco") and RW Canada Intermediate Ltd., as well as all of the subsidiaries of the Issuer (collectively, the "Guarantors"). The 2020 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the 2020 Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make- whole payments. The 2020 Notes are also subject to customary rapid amortization events provided for in the Indenture and customary events of default.

The 2020 Indenture also provides for quarterly principal amortization in respect of the Series 2020 Class A-2-I Notes and the Series 2020 Class A-2-II Notes equal to 0.25% of their original principal amount through their respective Anticipated Repayment Date, subject to a fall-away provision if the senior leverage ratio is less than a specified threshold on any quarterly test date.

2021 Senior Notes

On July 30, 2021, in conjunction with the acquisition of Two Men and a Truck/International, Inc., the Co-Issuers entered into an agreement (the "2021 Indenture") for a senior note facility in an aggregate principal amount of $400,000,000 with Citibank. The Issuer issued $150,000,000 of Series 2021-1 2.865% Fixed Rate Senior Secured Notes, Series 2021 Class A-2-I, $250,000,000 of Series 2021-1, 3.113% Fixed Rate Senior Secured Notes, Series 2021 Class A-2-II (the "2021 Notes"). The legal final maturity date of the Notes is in July 2051. The 2021 Indenture provides for an anticipated repayment date of July 2028 for the Series 2021 Class A-2-I Notes and an anticipated repayment date of July 2031 for the Series 2021 Class A-2-II Notes (as applicable, the "Anticipated Repayment Date"). The lending commitment under the Series 2021-1 Class A-1 Notes will expire in July 2026, subject to two automatic annual renewals at the election of the Issuer if certain conditions are met.

The 2021 Notes are secured by substantially all of the assets of the Issuer and the Guarantors. The 2021 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the 2021 Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make-whole payments. The 2021 Notes are also subject to customary rapid amortization events provided for in the Indenture and customary events of default. The 2021 Indenture also provides for quarterly principal amortization in respect of the Series 2021 Class A-2-I Notes and the Series 2021 Class A-2-II Notes equal to 0.25% of their original principal amount through their respective Anticipated

Repayment Date, subject to a fall-away provision if the senior leverage ratio is less than a specified threshold on any quarterly test date.

6. Commitments and Contingencies

We lease certain property, equipment and warehouses under various operating lease arrangements. Most of the property leases provide that we pay taxes, insurance, and maintenance applicable to the leased premises. As leases for existing locations expire, we expect to renew the leases or substitute another location and lease.

In the ordinary course of conducting business activities, we are and may in the future become involved in various litigation and claims incidental to our business. The outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company. Based on currently available information, the Company is subject to certain claims for damages that are performed during the course of business. The Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flow.

7. Related-Party Transactions

Management Fee
The Company entered into a management agreement with Opco (the “Management Agreement”) where Opco is to provide, among other things, the managing of respective rights, powers, duties and obligations in connection with the Pre-Contribution Agreements, the franchise assets, the securitization IP, and all other securitization assets. In exchange for the services described above, the Company will pay an annual management fee equal to a base amount of $7.8 million plus a variable fee of $11,500 for every integer multiple of $100,000 of aggregate U.S. retained collections, receivable on a weekly basis. The base management fee will be subject to successive 2% annual increases following each anniversary of the closing date. Such fees are included in selling and administrative expenses in the consolidated statements of operations and comprehensive income. For the years ended December 31, 2024, 2023 and 2022 the Management fee was $35.8 million, $31.8 million and $29.2 million, respectively.

License Fee
The Company entered into a license fee agreement with ServiceMaster of Canada Limited ("Canada Limited") and ServiceMaster Limited (UK) ("UK Limited"). Under the license agreement, Canada Limited and UK Limited are permitted to use intellectual property and tradenames in the performance of operational activities. For the years ended December 31, 2024, 2023 and 2022 the license fee for Canada Limited was $5.7 million, $5.7 million and $5.3 million; the license fee for UK Limited was $0.8 million, $0.7 million and $0.3 million, respectively.

8. Subsequent Events

The Company evaluated subsequent events from December 31, 2024 through May 12, 2025 the date the financial statements were available to be issued. There were no matters identified affecting the Company’s financial position or requiring further disclosure.

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

ServiceMaster OpCo Holdings, LLC and Subsidiaries

(An indirect wholly owned subsidiary of RW Purchaser, LLC)

(Unaudited) Condensed Consolidated Financial Information
For the three months ended March 31, 2025 and 2024

ServiceMaster OpCo Holdings, LLC and Subsidiaries
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March 31, 2025 and 2024

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ServiceMaster OpCo Holdings, LLC and Subsidiaries

(Unaudited) Condensed Consolidated Statements of Operations and Comprehensive Income

(in millions)	Three months ended March 31, 2025	2024
Revenue	**$ 86.7**	**$ 80.5**
Cost of services rendered	31.2	24.0
Selling and administrative expenses	23.4	33.9
Depreciation and amortization expenses	6.3	6.2
Operating expenses	60.9	64.1
Operating income	**25.8**	**16.4**
Interest expense	8.2	8.5
Other expense	0.6	0.3
Net income and comprehensive income	**$ 17.0**	**$ 7.6**

ServiceMaster OpCo Holdings, LLC and Subsidiaries
(Unaudited) Condensed Consolidated Statements of Financial Position

(in millions)	As at March 31, 2025	As at December 31, 2024
Assets		
Cash and cash equivalents	$ 37.7	$ 28.4
Restricted cash	7.4	5.0
Accounts receivable, net	61.3	55.7
Current portion of notes receivable	1.2	0.5
Inventories	0.8	0.8
Prepaid expenses and other assets	16.3	18.2
Total current assets	**124.7**	**108.6**
Property and equipment, net	16.0	16.5
Right-of-use asset, net	11.3	11.8
Notes receivable, less allowance and current portion	1.0	1.1
Intangible assets, net	1,606.8	1,612.0
Other assets	0.9	1.0
Total assets	**$ 1,760.7**	**$ 1,751.0**
Liabilities and Member's Equity		
Accounts payable	$ 9.2	$ 8.4
Accrued payroll and other employee benefits	12.3	10.0
Accrued advertising	3.5	3.3
Accrued interest payable	5.3	5.3
Deferred revenue	1.5	1.7
Current portion of operating lease liability	2.5	2.5
Current portion of long-term debt	10.4	10.3
Other current liabilities	3.9	6.1
Total current liabilities	**48.6**	**47.6**
Long-term debt, net of debt issuance costs and current portions	955.3	957.2
Long-term operating lease liability	10.0	10.5
Other long-term liabilities	6.0	5.9
Total liabilities	**1,019.9**	**1,021.2**
Member's equity	740.8	729.8
Total liabilities and member's equity	**$ 1,760.7**	**$ 1,751.0**

ServiceMaster OpCo Holdings, LLC and Subsidiaries
(Unaudited) Condensed Consolidated Statements of Member's Equity

(in millions)	Member's Equity
Balances at December 31, 2023	**$ 716.7**
Share based compensation	0.2
Contribution from Member	5.5
Distribution to Member	(14.0)
Net income and comprehensive income	7.6
Balances at March 31, 2024	**716.0**
Balances at December 31, 2024	**729.8**
Share based compensation	0.2
Contribution from Member	1.1
Distribution to Member	(7.3)
Net income and comprehensive income	17.0
Balances at March 31, 2025	**$ 740.8**

ServiceMaster OpCo Holdings, LLC and Subsidiaries
(Unaudited) Condensed Consolidated Statements of Cash Flows

(in millions)	Three months ended March 31, 2025	2024
Cash flows from operating activities		
Net income	$ 17.0	$ 7.6
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization expense	6.6	6.2
Amortization of debt issuance costs	0.7	0.7
Amortization of operating right of use assets	0.5	0.2
Gain on disposal of fixed asset	—	(0.3)
Bad debt expense	—	0.1
Share based compensation expense	0.2	0.2
Changes in operating assets and liabilities		
Accounts receivable and notes receivable	(6.1)	(3.4)
Prepaid expenses and other assets	1.9	1.2
Accounts payable	0.9	(0.1)
Deferred revenue	(0.2)	1.0
Operating right of use assets and lease liabilities, net	(0.5)	(0.2)
Accrued and other current liabilities	0.4	3.0
Net cash provided by operating activities	**21.4**	**16.2**
Cash flows from investing activities		
Cash paid to acquire property and equipment	(0.9)	(1.1)
Cash received from fixed assets disposal	—	0.8
Net cash used in investing activities	**(0.9)**	**(0.3)**
Cash flows from financing activities		
Payments on finance leases	—	(0.3)
Debt payment	(2.6)	(12.6)
Proceeds from borrowings	—	30.0
Distribution to Member	(7.3)	(14.0)
Contribution from Member	1.1	5.5
Net cash (used in)/provided by financing activities	**(8.8)**	**8.6**
Net increase in cash, cash equivalents and restricted cash	11.7	24.5
Cash, cash equivalents and restricted cash		
Beginning of period	33.4	17.4
End of period	**$ 45.1**	**$ 41.9**

ServiceMaster Systems, LLC and Subsidiaries

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

(Unaudited) Condensed Consolidated Financial Information

For the three months ended March 31, 2025 and 2024

ServiceMaster Systems, LLC and Subsidiaries
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ServiceMaster Systems, LLC and Subsidiaries

(Unaudited) Condensed Consolidated Statements of Operations and Comprehensive Income

(in millions)	Three Months Ended March 31, 2025	2024
Revenue	**$ 84.2**	**$ 76.4**
Cost of services rendered	23.0	21.7
Selling and administrative expenses	15.7	25.6
Depreciation and amortization expenses	5.8	5.8
Operating expenses	44.5	53.1
Operating income	**39.7**	**23.3**
Other expense	0.5	0.5
Net income and comprehensive income	**$ 39.2**	**$ 22.8**

ServiceMaster Systems, LLC and Subsidiaries
(Unaudited) Condensed Consolidated Statements of Financial Position

(in millions)	As at March 31, 2025	As at December 31, 2024
Assets		
Accounts receivable, net	$ 62.6	$ 56.4
Inventories	0.8	0.8
Prepaid expenses and other assets	2.6	3.0
Total current assets	**66.0**	**60.2**
Property and equipment, net	9.9	11.1
Right-of-use asset, net	1.5	1.6
Intangible assets, net	1,606.8	1,612.0
Other assets	0.8	0.7
Total assets	**$ 1,685.0**	**$ 1,685.6**
Liabilities and Member's Equity		
Accounts payable	$ 7.0	$ 7.1
Accrued advertising	4.5	3.3
Accrued payroll and other employee benefits	9.0	8.6
Deferred revenue	1.5	1.7
Current portion of operating lease liability	0.4	0.4
Other current liabilities	10.5	11.6
Total current liabilities	**32.9**	**32.7**
Long-term operating lease liability	1.1	1.3
Other long-term liabilities	6.0	5.9
Total liabilities	**40.0**	**39.9**
Member's equity	1,645.0	1,645.7
Total liabilities and member's equity	**$ 1,685.0**	**$ 1,685.6**

Exhibit C to the FDD

STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013 (213) 576-7500 or (866) 275-2677	Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
INDIANA	Indiana Securities Division Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, MD 21202 (410) 576-7042	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division 525 West Ottawa Street Williams Building, 6th Floor Lansing, MI 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau 525 West Ottawa Street Williams Building, 6th Floor Lansing, MI 48933
MINNESOTA	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East Suite 280 St. Paul, MN 55101-2198
NEW YORK	NYS Department of Law Bureau of Investor Protection and Securities 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236	Secretary of State of New York One Commerce Plaza 99 Washington Avenue Albany, NY 12231

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Ave. State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard Ave. State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510
RHODE ISLAND	Securities Division Department of Business Regulations 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9585	Director of Business Regulation 1511 Pontiac Avenue Cranston, RI 02920
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of the Division of Insurance South Dakota Department of Labor and Regulation Division of Insurance 124 S. Euclid, Suite 104 Pierre, SD 57501
VIRGINIA	State Corporation Commission Tyler Building, Ninth Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk, Virginia State Corporation Commission Tyler Building, Ninth Floor 1300 E. Main Street Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division P. O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760	Director of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-9555	Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705

Exhibit D to the FDD

LIST OF FRANCHISEES

LIST OF FRANCHISEES
(As of December 31, 2024)

#	Entity Name	Address	City	State	Zip	Telephone
2505	DWB Enterprises, Inc.	273 Lyon Lane	Birmingham	Alabama	35211	205-424-4211
10020	Nina's Cleaning, Inc.	1215 2nd Avenue N	Birmingham	Alabama	35203	205-410-5212
9674	Alex and Ola Howard	1777 Alabama Highway 69 North	Cullman	Alabama	35058	205-532-3353
8237	Davis Works of Alabama LLC	107 Robbins Boulevard	Daphne	Alabama	36526	251-447-0633
8238	Davis Works of Alabama LLC	107 Robbins Boulevard	Daphne	Alabama	36526	251-447-0633
8043	Dwight Reed Enterprises, Inc	2191 South Brannon Stand Road	Dothan	Alabama	36305	334-712-1118
10360	Stechyn and Sons, Inc.	4011 Florence Boulevard	Florence	Alabama	35634	256-757-7718
10255	MWG Holdings, Inc.	11241 Access Drive Suite B	Foley	Alabama	36535	251-473-7766
10256	MWG Holdings, Inc.	11241 Access Drive Suite B	Foley	Alabama	36535	251-473-7766
7726	Alford Enterprises, Inc.	195 Claysville School Road	Guntersville	Alabama	35976	256-582-7778
7727	Alford Enterprises, Inc.	195 Claysville School Road	Guntersville	Alabama	35976	256-582-7778
7870	Alford Enterprises, Inc.	195 Claysville School Road	Guntersville	Alabama	35976	256-582-7778
9118	Alford Enterprises, Inc.	195 Claysville School Road	Guntersville	Alabama	35976	256-582-7778
10266	Alford Enterprises, Inc.	195 Claysville School Road	Guntersville	Alabama	35976	256-582-7778
11248	Alford Enterprises, Inc.	195 Claysville School Road	Guntersville	Alabama	35976	256-582-7778
6978	Disaster Response, LLC	8439 First Avenue	Leeds	Alabama	35094	205-951-8955
7456	Disaster Response, LLC	8439 First Avenue	Leeds	Alabama	35094	205-951-8955
9498	Disaster Response, LLC	8439 First Avenue	Leeds	Alabama	35094	205-951-8955
7405	Dwight Reed Enterprises, Inc	898 Charlie Lee Road	McIntosh	Alabama	36553	251-944-0505
7406	Dwight Reed Enterprises, Inc	898 Charlie Lee Road	McIntosh	Alabama	36553	251-944-0505
7407	Dwight Reed Enterprises, Inc	898 Charlie Lee Road	McIntosh	Alabama	36553	251-944-0505
7513	Brad Graves, Inc.	5158 Mobile South Street	Theodore	Alabama	36582	251-653-9333
7514	Brad Graves, Inc.	5158 Mobile South Street	Theodore	Alabama	36582	251-653-9333
7515	Brad Graves, Inc.	5158 Mobile South Street	Theodore	Alabama	36582	251-653-9333
7516	Brad Graves, Inc.	5158 Mobile South Street	Theodore	Alabama	36582	251-653-9333
2761	MKV, Inc.	2310 44th Street E	Tuscaloosa	Alabama	35405	205-507-3220
9009	Rhodes Inc.	6726 Greenwood Street	Anchorage	Alaska	99518	907-522-3020
9010	Rhodes Inc.	6726 Greenwood Street	Anchorage	Alaska	99518	907-522-3020

#	Entity Name	Address	City	State	Zip	Telephone
9011	Rhodes Inc.	6726 Greenwood Street	Anchorage	Alaska	99518	907-522-3020
9680	NextGen Associates, Inc.	675 Marina Boulevard	Bullhead City	Arizona	86442	800-376-6678
9682	NextGen Associates, Inc.	675 Marina Boulevard	Bullhead City	Arizona	86442	800-376-6678
10806	Brosteem Builders, Inc.	790 Lake Havasu Blvd Ste 21 22	Lake Havasu City	Arizona	86406	928-263-2644
8876	Cadiente Construction, LLC	5135 E Ingram Street Suite 2	Mesa	Arizona	85205	480-988-3657
7116	J-N-J Projects, LLC	8759 N 77th Drive	Peoria	Arizona	85345	623-486-0700
7325	J-N-J Projects, LLC	8759 N 77th Drive	Peoria	Arizona	85345	623-486-0700
9612	J-N-J Projects, LLC	8759 N 77th Drive	Peoria	Arizona	85345	623-486-0700
10399	Advanced Services Group, Inc.	4116 E. Superior Ave. 6E	Phoenix	Arizona	85016	480-323-0741
10598	Grindstone Restoration, LLC	23040 N 11th Avenue Suite 120	Phoenix	Arizona	85027	602-765-6162
7837	Hoffman Enterprises, LLC	1329 N 29th Avenue Suite 5 Building B	Phoenix	Arizona	85009	602-431-2222
7838	Hoffman Enterprises, LLC	1329 N 29th Avenue Suite 5 Building B	Phoenix	Arizona	85009	602-431-2222
7841	Hoffman Enterprises, LLC	1329 N 29th Avenue Suite 5 Building B	Phoenix	Arizona	85009	602-431-2222
9052	Valley Wide Specialty Contracting II, LLC	23910 N. 19th Avenue Suite 68	Phoenix	Arizona	85085	623-266-6755
9265	Valley Wide Specialty Contracting II, LLC	23910 N 19th Avenue Building 4 Suite 68	Phoenix	Arizona	85085	928-567-7204
10757	Valley Wide Specialty Contracting II, LLC	23910 N. 19th Avenue Suite 68	Phoenix	Arizona	85085	623-266-6755
10758	Valley Wide Specialty Contracting II, LLC	23910 N. 19th Avenue Suite 68	Phoenix	Arizona	85085	623-266-6755
10759	Valley Wide Specialty Contracting II, LLC	23910 N. 19th Avenue Suite 68	Phoenix	Arizona	85085	623-266-6755
10221	Cochenour Pros LLC	2088 E White Mountain Blvd.	Pinetop	Arizona	85935	928-242-4560
7202	3 Gifts-KDG, LLC	8330 E. Pecos Drive #B	Prescott Valley	Arizona	86314	928-445-9205
11229	Copperstate Pros Inc.	2935 N. Stone Street	Tucson	Arizona	85750	520-225-0247
11144	Disaster Exerts, Inc.	7291 S. Comstock Rd.	Tucson	Arizona	85756	520-885-5008
11145	Disaster Exerts, Inc.	7291 S. Comstock Rd.	Tucson	Arizona	85756	520-885-5008
10791	Disaster Experts Inc.	7291 S. Comstock Rd.	Tucson	Arizona	85756	520-885-5008
10792	Disaster Experts Inc.	7291 S. Comstock Rd.	Tucson	Arizona	85756	520-885-5008
11141	Critical, Inc.	2896 E 16th Street	Yuma	Arizona	85365	928-276-9400
10168	Advanced Disaster Restoration, Inc.	147 Cornerstone Road	Alexander	Arkansas	72002	501-943-7606
10169	Advanced Disaster Restoration, Inc.	147 Cornerstone Road	Alexander	Arkansas	72002	111-111-1111
10170	Advanced Disaster Restoration, Inc.	147 Cornerstone Road	Alexander	Arkansas	72002	501-943-7606
10589	Advanced Disaster Restoration, Inc.	147 Cornerstone Road	Alexander	Arkansas	72002	501-943-7606
9139	Quality Restoration of Arkansas, Inc.	5010 S. 35th Street	Ft. Smith	Arkansas	72903	479-242-5765

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10595	Advanced Disaster Restoration, Inc.	5510 Stadium Blvd	Jonesboro	Arkansas	72404	501-943-7606
9125	Diamond Quality Services, Inc.	601 Carnahan Dr.	Maumelle	Arkansas	72113	501-569-9947
9140	Diamond Quality Services, Inc.	601 Carnahan Dr.	Maumelle	Arkansas	72113	501-569-9947
9375	Diamond Quality Services, Inc.	601 Carnahan Dr.	Maumelle	Arkansas	72113	501-569-9947
9676	Diamond Quality Services, Inc.	601 Carnahan Dr.	Maumelle	Arkansas	72113	501-569-9947
10008	Diamond Quality Services, Inc.	601 Carnahan Dr.	Maumelle	Arkansas	72113	501-569-9947
10108	Diamond Quality Services, Inc.	601 Carnahan Dr.	Maumelle	Arkansas	72113	501-569-9947
6758	Quality Restoration of Arkansas, Inc.	100 E Robinson Ave.	Springdale	Arkansas	72764	479-756-4169
8986	Quality Restoration of Arkansas, Inc.	100 E Robinson Ave.	Springdale	Arkansas	72764	479-756-4169
9841	Quality Restoration of Arkansas, Inc.	100 E Robinson Ave.	Springdale	Arkansas	72764	479-756-4169
9842	Quality Restoration of Arkansas, Inc.	100 E Robinson Ave.	Springdale	Arkansas	72764	479-756-4169
12222	Quality Restoration of Arkansas, Inc.	100 E Robinson Ave.	Springdale	Arkansas	72764	479-756-4169
6173	Brosteem Builders, Inc.	310 N. Alameda Avenue	Azusa	California	91702	866-808-9700
6660	Brosteem Builders, Inc.	310 N. Alameda Avenue	Azusa	California	91702	866-808-9700
9530	Craig Perry and Bret Oberg	5201 Woodmere Drive	Bakersfield	California	93313	661-835-8806
8107	Innovative Disaster Restoration Inc.	217 Daniels Lane	Bakersfield	California	93307	661-324-4063
8108	Innovative Disaster Restoration Inc.	217 Daniels Lane	Bakersfield	California	93307	661-324-4063
9866	Innovative Disaster Restoration Inc.	217 Daniels Lane	Bakersfield	California	93307	661-324-4063
9621	Kerry & Carol Levan	325 Old County Road	Belmont	California	94002	650-594-4900
7733	Sharjo, LLC	5451 Industrial Way	Benecia	California	94510	800-480-8439
10347	Sharjo, LLC	5451 Industrial Way	Benecia	California	94510	800-480-8439
10721	Sharjo, LLC	5451 Industrial Way	Benecia	California	94510	800-480-8439
7731	Sharjo, LLC	5451 Industrial Way	Benicia	California	94510	800-480-8439
7732	Sharjo, LLC	5451 Industrial Way	Benicia	California	94510	800-480-8439
8579	Sharjo, LLC	5451 Industrial Way	Benicia	California	94510	800-480-8439
8622	Sharjo, LLC	5451 Industrial Way	Benicia	California	94510	800-480-8439
9496	Sharjo, LLC	5451 Industrial Way	Benicia	California	94510	800-480-8439
10718	Sharjo, LLC	5451 Industrial Way	Benicia	California	94510	800-480-8439
10444	Restoration By The Experts Inc.	211 N. Lake Street	Burbank	California	91502	818-937-9575
10556	Restoration By The Experts Inc.	211 N. Lake Street	Burbank	California	91502	818-937-9575
10722	Restoration By The Experts Inc.	211 N. Lake Street	Burbank	California	91502	818-937-9575

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10911	Restoration By The Experts Inc.	211 N. Lake Street	Burbank	California	91502	818-937-9575
11183	Restoration By The Experts Inc.	211 N. Lake Street	Burbank	California	91502	818-937-9575
11184	Restoration By The Experts Inc.	211 N. Lake Street	Burbank	California	91502	818-937-9575
11185	Restoration By The Experts Inc.	211 N. Lake Street	Burbank	California	91502	818-937-9575
11345	Jolt Industries	1151 Avenida Acaso	Camarillo	California	93012	805-358-1661
8761	James Johnson	4424 Voltaire Drive	Cameron Park	California	95682	530-295-1608
8762	James Johnson	4424 Voltaire Drive	Cameron Park	California	95682	530-295-1608
9197	James Johnson	4424 Voltaire Drive	Cameron Park	California	95682	530-295-1608
5388	Mikhaeil Rouel Corporation, Inc.	7035 Eton Avenue	Canoga Park	California	91303	818-884-2527
5736	Mikhaeil Rouel Corporation, Inc.	7035 Eton Avenue	Canoga Park	California	91303	818-884-2527
6318	Mikhaeil Rouel Corporation, Inc.	7035 Eton Avenue	Canoga Park	California	91303	818-884-2527
9763	Sonyia Eshaya and James Eshaya	7032 Deering Avenue	Canoga Park	California	91303	818-914-5562
11259	CP Restoration, LLC	9250 Independence Ave. #110	Chatsworth	California	91311	213-422-1403
10923	Sharjo, LLC	3881 Benatar Way Ste.B	Chico	California	95928	800-480-8439
10925	Sharjo, LLC	3881 Benatar Way Ste.B	Chico	California	95928	800-480-8439
9611	Right Call Services, Inc.	13758 Amarillo Avenue	Chino	California	91710	951-880-3460
8896	Douglas D. DeHart, Inc.	796 Energy Way	Chula Vista	California	91911	619-287-7070
8897	Douglas D. DeHart, Inc.	796 Energy Way	Chula Vista	California	91911	619-287-7070
8898	Douglas D. DeHart, Inc.	796 Energy Way	Chula Vista	California	91911	619-287-7070
10096	Douglas D. DeHart, Inc.	796 Energy Way	Chula Vista	California	91911	619-287-7070
10097	Douglas D. DeHart, Inc.	796 Energy Way	Chula Vista	California	91911	619-287-7070
10098	Douglas D. DeHart, Inc.	796 Energy Way	Chula Vista	California	91911	619-287-7070
10902	Douglas D. DeHart, Inc.	796 Energy Way	Chula Vista	California	91911	619-287-7070
10912	Douglas D. DeHart, Inc.	796 Energy Way	Chula Vista	California	91911	619-287-7070
10913	Douglas D. DeHart, Inc.	796 Energy Way	Chula Vista	California	91911	619-287-7070
10431	Sunrise Fire & Water Restoration, Inc.	300 W Olive Street Suite B	Colton	California	92324	951-823-9973
10639	Aaron Zheng	23550 Coyote Springs Drive	Diamond Bar	California	91765	626-200-7351
10640	Aaron Zheng	23550 Coyote Springs Drive	Diamond Bar	California	91765	626-200-7351
11153	Mateas Disaster Services, Inc.	1370 Valley Vista Drive Suite 200	Diamond Bar	California	91765	909-569-1689
10873	Critical, Inc.	579 Ross Avenue	El Centro	California	92243	760-587-3998
10885	Critical, Inc.	579 Ross Avenue	El Centro	California	92243	760-587-3998

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11463	Critical, Inc.	579 Ross Avenue	El Centro	California	92243	760-587-3998
9691	NextGen Associates, Inc.	2342 Meyers Avenue	Escondido	California	92029	800-376-6678
9693	NextGen Associates, Inc.	2342 Meyers Avenue	Escondido	California	92029	800-376-6678
10926	Sharjo, LLC	1010 7th Street	Eureka	California	95501	800-480-8439
8689	Mudaliar Enterprises, Inc.	1076 Horizon Drive #4	Fairfield	California	94533	707-428-1608
11434	Benevento's Cleaning & Restoration Service, Inc	5096 N Blythe Avenue Suite 100	Fresno	California	93722	559-625-8554
11435	Benevento's Cleaning & Restoration Service, Inc	5096 N Blythe Avenue Suite 100	Fresno	California	93722	559-625-8554
9486	Benevento's Cleaning & Restoration Service, Inc.	5096 N Blythe Avenue Suite 100	Fresno	California	93722	559-625-8554
9906	Benevento's Cleaning & Restoration Service, Inc.	5096 N Blythe Avenue Suite 100	Fresno	California	93722	559-625-8554
9821	Moldovan Inc.	2512 E. Fender Unit A	Fullerton	California	92831	310-719-5025
10228	Moldovan Inc.	2512 E. Fender Unit A	Fullerton	California	92831	310-719-5025
10319	SMLA Holdings, Inc.	501 W. Glenoaks Boulevard #404	Glendale	California	91202	818-823-4564
10320	SMLA Holdings, Inc.	501 W. Glenoaks Boulevard #404	Glendale	California	91202	818-823-4564
10180	Estelle Catbagan & Venancio Zorilla Valencia Jr.	8747 Shirley Ave	Granada Hills	California	91324	747-239-1908
9610	Ideal Group Corporation	22736 Industrial Blvd.	Hayward	California	94545	510-999-9991
9928	Ideal Group Corporation	22736 Industrial Blvd.	Hayward	California	94545	510-999-9991
10971	Ideal Group Corporation	22736 Industrial Blvd.	Hayward	California	94545	510-999-9991
10972	Ideal Group Corporation	22736 Industrial Blvd.	Hayward	California	94545	510-999-9991
10973	Ideal Group Corporation	22736 Industrial Blvd.	Hayward	California	94545	510-999-9991
10974	Ideal Group Corporation	22736 Industrial Blvd.	Hayward	California	94545	510-999-9991
11202	Ideal Group Corporation	22736 Industrial Blvd.	Hayward	California	94545	510-999-9991
11324	Ideal Group Corporation	22736 Industrial Blvd.	Hayward	California	94545	510-999-9991
11325	Ideal Group Corporation	22736 Industrial Blvd.	Hayward	California	94545	510-999-9991
11447	Ideal Group Corporation	22736 Industrial Blvd.	Hayward	California	94545	510-999-9991
3644	ServiceMaster Of Alameda County, Inc.	2246 American Avenue	Hayward	California	94545	510-351-0581
6865	Lally Enterprises, Inc.	5361 Commercial Dr.	Huntington Beach	California	92649	877-255-4555
7112	Lally Enterprises, Inc.	5361 Commercial Dr.	Huntington Beach	California	92649	877-255-4555
9333	Lally Enterprises, Inc.	5361 Commercial Dr.	Huntington Beach	California	92649	877-255-4555

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9871	Lally Enterprises, Inc.	5361 Commercial Dr.	Huntington Beach	California	92649	877-255-4555
10030	Lally Enterprises, Inc.	5361 Commercial Dr.	Huntington Beach	California	92649	877-255-4555
11287	Lally Enterprises, Inc.	5361 Commercial Dr.	Huntington Beach	California	92649	877-255-4555
11288	Lally Enterprises, Inc.	5361 Commercial Dr.	Huntington Beach	California	92649	877-255-4555
11289	Lally Enterprises, Inc.	5361 Commercial Dr.	Huntington Beach	California	92649	877-255-4555
11290	Lally Enterprises, Inc.	5361 Commercial Dr.	Huntington Beach	California	92649	877-255-4555
9194	Fire Repair Specialists, Inc.	9201 Irvine Blvd.	Irvine	California	92618	866-805-9609
7822	Bearden Enterprises, Inc.	17330 High School Road	Jamestown	California	95327	209-532-1700
7985	Bearden Enterprises, Inc.	17330 High School Road	Jamestown	California	95327	209-532-1700
7986	Bearden Enterprises, Inc.	17330 High School Road	Jamestown	California	95327	209-532-1700
8743	Bearden Enterprises, Inc.	17330 High School Road	Jamestown	California	95327	209-532-1700
9669	Bailey Enterprises, LLC	23230 Del Lago Dr.	Laguna Hills	California	92653	949-537-1005
9684	NextGen Associates, Inc.	25960 Commerce Centre Drive	Lake Forest	California	92630	800-376-6678
9686	NextGen Assoicates, Inc.	25960 Commerce Centre Drive	Lake Forest	California	92630	800-376-6678
11394	Marco Huerta and Sergio Alfaro	42342 Tenth Street W Suite A	Lancaster	California	93534	661-522-5056
7074	Kneizeh Ventures, Inc.	1001 Shannon Court Unit C	Livermore	California	94550	925-960-1377
7075	Kneizeh Ventures, Inc.	1001 Shannon Court Unit C	Livermore	California	94550	925-960-1377
8368	Kneizeh Ventures, Inc.	1001 Shannon Court Unit C	Livermore	California	94550	925-960-1377
8369	Kneizeh Ventures, Inc.	1001 Shannon Court Unit C	Livermore	California	94550	925-960-1377
8370	Kneizeh Ventures, Inc.	1001 Shannon Court Unit C	Livermore	California	94550	925-960-1377
8371	Kneizeh Ventures, Inc.	1001 Shannon Court Unit C	Livermore	California	94550	925-960-1377
6944	Franock Enterprises, Inc.	1355 E Lodi Avenue	Lodi	California	95240	209-333-1880
7855	Franock Enterprises, Inc.	1355 E Lodi Avenue	Lodi	California	95240	209-333-1880
9463	Franock Enterprises, Inc.	1355 E Lodi Avenue	Lodi	California	95240	209-333-1880
9508	Le & Wright Group	3215 Swetzer Road	Loomis	California	95650	916-824-1444
10023	Le & Wright Group	3215 Swetzer Road	Loomis	California	95650	916-824-1444
10362	Le & Wright Group	3215 Swetzer Road	Loomis	California	95650	916-824-1444
10363	Le & Wright Group	3215 Swetzer Road	Loomis	California	95650	916-824-1444
10720	Le & Wright Group	3215 Swetzer Road	Loomis	California	95650	916-824-1444
11337	Le & Wright Group	3215 Swetzer Road	Loomis	California	95650	916-824-1444
11357	Le & Wright Group	3215 Swetzer Road	Loomis	California	95650	916-824-1444

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11384	Le & Wright Group	3215 Swetzer Road	Loomis	California	95650	916-824-1444
10004	EMS Pros Inc.	3233 N San Fernando Rd Unit #3	Los Angeles	California	90065	844-755-6355
10594	Master Restoration, Inc.	8313 Melrose Ave.	Los Angeles	California	90069	310-844-1011
10082	Prasad Enterprises, Inc.	1213 Kelley Dr.	Manteca	California	95336	209-305-5339
8462	CSPE Corp.	1105 Yuba Street	Marysville	California	95901	530-741-8178
11462	CSPE Corp.	1105 Yuba Street	Marysville	California	95901	530-741-8178
7572	Melin Enterprises, Inc	812 W 18th St.	Merced	California	95340	888-726-9182
6505	Melin Enterprises, Inc.	812 W 18th St.	Merced	California	95340	888-726-9182
6735	Melin Enterprises, Inc.	812 W 18th St.	Merced	California	95340	888-726-9182
7974	Melin Enterprises, Inc.	812 W 18th St.	Merced	California	95340	888-726-9182
9218	Melin Enterprises, Inc.	812 W 18th St.	Merced	California	95340	888-726-9182
8580	Sharjo, LLC	1070 S. Milpitas Blvd.	Milpitas	California	95035	800-480-8439
9764	Sharjo, LLC	1070 S. Milpitas Blvd.	Milpitas	California	95035	800-480-8439
10630	Sharjo, LLC	1070 S. Milpitas Blvd.	Milpitas	California	95035	800-480-8439
10631	Sharjo, LLC	1070 S. Milpitas Blvd.	Milpitas	California	95035	800-480-8439
10632	Sharjo, LLC	1070 S. Milpitas Blvd.	Milpitas	California	95035	800-480-8439
10633	Sharjo, LLC	1070 S. Milpitas Blvd.	Milpitas	California	95035	800-480-8439
10635	Sharjo, LLC	1070 S. Milpitas Blvd.	Milpitas	California	95035	800-480-8439
10636	Complete Water and Fire Restoration LLC	27758 Santa Margarita Parkway #505	Mission Viejo	California	92691	951-674-9600
10853	Complete Water and Fire Restoration LLC	27758 Santa Margarita Parkway #505	Mission Viejo	California	92691	951-674-9600
10259	Complete Water and Fire Restoration, LLC	27758 Santa Margarita Parkway #505	Mission Viejo	California	92691	951-674-9600
10761	ServiceMaster Restoration by Fast Response	10 Harris Ct. #c7	Monterey	California	93940	951-235-0248
9698	NextGen Associates, Inc.	41551 Date Street	Murrieta	California	92562	800-376-6678
9898	WRT & Fire Restoration, Inc.	9020 N Indian Canyon 3B	North Palm Springs	California	92258	760-343-7300
11128	Spotless Restoration Inc.	2600 Temple Height Drive Suite B	Oceanside	California	92056	760-216-6114
9809	VNH Enterprises, Inc.	2636 Vista Pacific Drive	Oceanside	California	92056	818-308-2002
10733	VNH Enterprises, Inc.	2636 Vista Pacific Drive	Oceanside	California	92056	818-308-2002
9689	NextGen Associates, Inc.	500 Sequoia Avenue	Ontario	California	91761	800-376-6678
9696	NextGen Associates, Inc.	500 Sequoia Avenue	Ontario	California	91761	800-376-6678
9731	NextGen Associates, Inc.	500 Sequoia Avenue	Ontario	California	91761	800-376-6678
9732	NextGen Associates, Inc.	500 Sequoia Avenue	Ontario	California	91761	800-376-6678

#	Entity Name	Address	City	State	Zip	Telephone
9733	NextGen Associates, Inc.	500 Sequoia Avenue	Ontario	California	91761	800-376-6678
9778	Restore Pros	3051 Sturgis Road	Oxnard	California	93030	805-388-1409
11207	Restore Pros	3051 Sturgis Road	Oxnard	California	93030	805-388-1409
10921	Sharjo, LLC	2662 Tarmac Rd	Redding	California	96003	800-480-8439
10922	Sharjo, LLC	2662 Tarmac Rd	Redding	California	96003	800-480-8439
10924	Sharjo, LLC	2662 Tarmac Rd	Redding	California	96003	800-480-8439
9728	Linda and Yonan Benjamin	1050 Nevada Street Suite 403	Redlands	California	92374	844-323-9970
10770	AIAN CORP	3380 Lasierra Ave. Suite 104-324	Riverside	California	92503	951-235-0248
10629	Disaster Water Restoration Inc.	4111 Buchanan Street	Riverside	California	92503	951-520-6219
11107	Disaster Water Restoration Inc.	4111 Buchanan Street	Riverside	California	92503	951-520-6219
9430	Emergency Response Restoration Pro Inc.	11651 Sterling Ave. Unit F	Riverside	California	92503	951-295-9896
10577	Emergency Response Restoration Pro Inc.	11651 Sterling Ave. Unit F	Riverside	California	92503	951-295-9896
10804	Emergency Response Restoration Pro Inc.	11651 Sterling Ave. Unit F	Riverside	California	92503	951-295-9896
10805	Emergency Response Restoration Pro Inc.	11651 Sterling Ave. Unit F	Riverside	California	92503	951-295-9896
10862	Emergency Response Restoration Pro Inc.	11651 Sterling Ave. Unit F	Riverside	California	92503	951-295-9896
10906	Emergency Response Restoration Pro Inc.	11651 Sterling Ave. Unit F	Riverside	California	92503	951-295-9896
10907	Emergency Response Restoration Pro Inc.	11651 Sterling Ave. Unit F	Riverside	California	92503	951-295-9896
10908	Emergency Response Restoration Pro Inc.	11651 Sterling Ave. Unit F	Riverside	California	92503	951-295-9896
10480	George Moisin	9330 Douglas Dr.	Riverside	California	92503	800-845-6205
10481	George Moisin	9330 Douglas Dr.	Riverside	California	92503	800-845-6205
9327	WRT & Fire Restoration, Inc.	12385 Doherty Street	Riverside	California	92503	626-332-4700
9564	Damir Hokman & Adam Hannula	1419 North Market Blvd. Suite #10	Sacramento	California	95834	916-709-1595
10077	DNA Restoration by Elite LLC	1419 North Market Blvd. Suite #10	Sacramento	California	95834	916-709-1595
7622	Sharjo, LLC	4500 Beloit Drive	Sacramento	California	95838	916-965-0466
7623	Sharjo, LLC	4500 Beloit Drive	Sacramento	California	95838	916-965-0466
11166	Sunshine Restoration Inc.	1936 W. Lincoln Ave.	San Bernardino	California	92411	509-710-7974
3698	SMRWC, Inc.	565B Bragato Rd.	San Carlos	California	94070	650-522-8200
5564	SMRWC, Inc.	565B Bragato Rd.	San Carlos	California	94070	650-522-8200
10669	WRT & Fire Restoration, Inc.	11622 El Camino Real Ste 100	San Diego	California	92130	760-343-7300
9667	AM/PM Services LLC	1588 Arrow Hwy Suite C.	San Dimas	California	91750	951-346-8122
10080	Ocampo Business Company	2238 Revere Avenue	San Francisco	California	94124	415-648-4128

#	Entity Name	Address	City	State	Zip	Telephone
10117	Ocampo Business Company	2238 Revere Avenue	San Francisco	California	94124	415-648-4128
9565	Prime Restoration LLC	171 Branham Lane Suite 10-438	San Jose	California	95136	408-365-3290
7673	One Call Restoration Inc.	1240 S. Wright Street	Santa Ana	California	92705	949-586-5919
3530	Caughell Enterprises, Inc	1 N. Calle Cesar Chavez Ste 11	Santa Barbara	California	93103	805-963-1365
4533	SMAnytime, Inc.	1 N. Calle Cesar Chavez Ste 11	Santa Barbara	California	93103	805-963-1365
5095	SMAnytime, Inc.	1 N. Calle Cesar Chavez Ste 11	Santa Barbara	California	93103	805-963-1365
6592	SMAnytime, Inc.	1 N. Calle Cesar Chavez Ste 11	Santa Barbara	California	93103	805-963-1365
9504	Pacific Building Contractors, Inc.	16654 Soledad Canyon Road #369	Santa Clarita	California	91387	661-977-9676
9687	NextGen Associates, Inc.	11930 Hamden Place	Santa Fe Springs	California	90670	800-376-6678
7948	Sharjo, LLC	3069 Wiljan Court	Santa Rosa	California	95407-5771	800-480-8439
9012	Sharjo, LLC	3069 Wiljan Court	Santa Rosa	California	95407-5771	800-480-8439
9013	Sharjo, LLC	3069 Wiljan Court	Santa Rosa	California	95407-5771	800-480-8439
9014	Sharjo, LLC	3069 Wiljan Court	Santa Rosa	California	95407-5771	800-480-8439
10348	Sharjo, LLC	3069 Wiljan Court	Santa Rosa	California	95407-5771	800-480-8439
10641	Sharjo, LLC	3069 Wiljan Court	Santa Rosa	California	95407-5771	800-480-8439
10719	Sharjo, LLC	3069 Wiljan Court	Santa Rosa	California	95407-5771	800-480-8439
10637	A Plus Restoration Inc.	2113 Lee Ave	South El Monte	California	91733	818-859-7778
11105	A Plus Restoration Inc.	2113 Lee Ave	South El Monte	California	91733	818-859-7778
11179	A Plus Restoration Inc.	2113 Lee Ave	South El Monte	California	91733	818-859-7778
11377	A Plus Restoration Inc.	2113 Lee Ave	South El Monte	California	91733	818-859-7778
11378	A Plus Restoration Inc.	2113 Lee Ave	South El Monte	California	91733	818-859-7778
10852	Transformation Works, LLC	1202 Indiana Ave. #15	South Pasadena	California	91030	323-384-5590
9713	Disaster Restoration and Recovery, Inc.	1365 Lowrie Avenue	South San Francisco	California	94080	800-439-8833
9714	Disaster Restoration and Recovery, Inc.	1365 Lowrie Avenue	South San Francisco	California	94080	800-439-8833
9715	Disaster Restoration and Recovery, Inc.	1365 Lowrie Avenue	South San Francisco	California	94080	800-439-8833
9716	Disaster Restoration and Recovery, Inc.	1365 Lowrie Avenue	South San Francisco	California	94080	800-439-8833

#	Entity Name	Address	City	State	Zip	Telephone
4453	Mudaliar Enterprises, Inc.	725 N Broadway Avenue	Stockton	California	95205	209-463-2349
4609	Mudaliar Enterprises, Inc.	725 N Broadway Avenue	Stockton	California	95205	209-463-2349
6711	Mudaliar Enterprises, Inc.	725 N Broadway Avenue	Stockton	California	95205	209-463-2349
11441	RP BUILD CORP CORPORATION	7764 San Fernando Road	Sun Valley	California	91352	(661) 505-0431
8416	VNH Enterprises, Inc.	10881 LaTuna Canyon Road	Sun Valley	California	91352	818-308-2002
8417	VNH Enterprises, Inc.	10881 LaTuna Canyon Road	Sun Valley	California	91352	818-308-2002
9045	VNH Enterprises, Inc.	10881 LaTuna Canyon Road	Sun Valley	California	91352	818-308-2002
10786	Gevork Lousparian and Suren Tovmasyan	10480 Sunland Blvd Unit 38	Sunland	California	91040	818-383-7419
10466	Emanuela Stoica and Samuel Stoica	3655 Torrance Blvd 3rd floor	Torrance	California	90503	310-294-9331
11398	Khaja, LLC	1720 Carnegie Street	Turlock	California	95380	209-277-3461
11333	Nexgen Restore	2670 Walnut Avenue Unit 10L	Tustin	California	92780	949-929-8164
9683	NextGen Associates, Inc.	3002 Dow Avenue	Tustin	California	92780	800-376-6678
9690	NextGen Associates, Inc.	3002 Dow Avenue	Tustin	California	92780	800-376-6678
10797	NextGen Associates, Inc.	1371 Fleet Avenue	Ventura	California	93003	800-376-6678
10878	Sharjo, LLC	4893 McGrath Street	Ventura	California	93003	805-301-1950
9505	Larissa Baias and Pertini Chiriac	12402 Industrial Boulevard #E5	Victorville	California	92392	760-952-0077
3548	Benevento's Cleaning & Restoration Service, Inc	8230 W. Doe	Visalia	California	93291	559-625-8554
3554	Benevento's Cleaning & Restoration Service, Inc.	8230 W. Doe	Visalia	California	93291	559-625-8554
9907	Benevento's Cleaning & Restoration Service, Inc.	8230 W. Doe	Visalia	California	93291	559-625-8554
2973	NateJax, Inc.	2276 Freedom Boulevard	Watsonville	California	95076	831-728-1020
5348	NateJax, Inc.	2276 Freedom Boulevard	Watsonville	California	95076	831-728-1020
7835	NateJax, Inc.	2276 Freedom Boulevard	Watsonville	California	95076	831-728-1020
9015	NateJax, Inc.	2276 Freedom Boulevard	Watsonville	California	95076	831-728-1020
9017	NateJax, Inc.	2276 Freedom Boulevard	Watsonville	California	95076	831-728-1020
10229	First Response, Inc.	1901 Enterprise Blvd	West Sacramento	California	95691	(916)617-2603
11269	First Response, Inc.	1901 Enterprise Blvd	West Sacramento	California	95691	(916)617-2603
9697	NextGen Associates, Inc.	11612 E. Washington	Whittier	California	90606	800-376-6678
10350	Marcel Abdesha, Omid Noriyelian & Manula Pachon	5937 Needy Ave.	Woodland Hills	California	91367	818-800-7661

#	Entity Name	Address	City	State	Zip	Telephone
9653	DSI Holdings Corporation	18150 E 32nd Pl #A	Aurora	Colorado	80011	800-954-9444
9656	DSI Holdings Corporation	18150 E 32nd Pl #A	Aurora	Colorado	80011	800-954-9444
9659	DSI Holdings Corporation	18150 E 32nd Pl #A	Aurora	Colorado	80011	800-954-9444
2545	Egeler Enterprises, Inc.	702 Nichols Boulevard	Colorado Springs	Colorado	80907	719-633-9555
2546	Egeler Enterprises, Inc.	702 Nichols Boulevard	Colorado Springs	Colorado	80907	719-633-9555
5161	Egeler Enterprises, Inc.	702 Nichols Boulevard	Colorado Springs	Colorado	80907	719-633-9555
6595	Egeler Enterprises, Inc.	702 Nichols Boulevard	Colorado Springs	Colorado	80907	719-633-9555
7873	Egeler Enterprises, Inc.	702 Nichols Boulevard	Colorado Springs	Colorado	80907	719-633-9555
7874	Egeler Enterprises, Inc.	702 Nichols Boulevard	Colorado Springs	Colorado	80907	719-633-9555
9061	Egeler Enterprises, Inc.	702 Nichols Boulevard	Colorado Springs	Colorado	80907	719-633-9555
7477	Rocky Mountain Service Systems, Inc.	2123 East Saint Vrain Street	Colorado Springs	Colorado	80909	719-471-8313
6814	Timberline Restoration Services, Inc.	248 Grand Avenue	Eagle	Colorado	81631	970-328-5040
7372	Timberline Restoration Services, Inc.	248 Grand Avenue	Eagle	Colorado	81631	970-328-5040
7760	Timberline Restoration Services, Inc.	248 Grand Avenue	Eagle	Colorado	81631	970-328-5040
4856	J & J Mackey, Inc.	3250 S Zuni Street	Englewood	Colorado	80110	303-791-6000
5504	J & J Mackey, Inc.	3250 S Zuni Street	Englewood	Colorado	80110	303-791-6000
9666	J & J Mackey, Inc.	3250 S Zuni Street	Englewood	Colorado	80110	303-791-6000
9749	J & J Mackey, Inc.	3250 S Zuni Street	Englewood	Colorado	80110	303-791-6000
9935	J & J Mackey, Inc.	3250 S Zuni Street	Englewood	Colorado	80110	303-791-6000
9951	J & J Mackey, Inc.	3250 S Zuni Street	Englewood	Colorado	80110	303-791-6000
10414	J & J Mackey, Inc.	3250 S Zuni Street	Englewood	Colorado	80110	303-791-6000
11165	HS Inc.	1010 Carbon Court Unit I	Erie	Colorado	80516	303-443-6020
10822	HS, Inc.	1010 Carbon Court Unit I	Erie	Colorado	80516	303-443-6020
10823	HS, Inc.	1010 Carbon Court Unit I	Erie	Colorado	80516	303-443-6020
10824	HS, Inc.	1010 Carbon Court Unit I	Erie	Colorado	80516	303-443-6020
10825	HS, Inc.	1010 Carbon Court Unit I	Erie	Colorado	80516	303-443-6020
9165	HS, Inc.	3054 Lake Canal Court Suite 120	Fort Collins	Colorado	80524	970-484-0588
9167	HS, Inc.	3054 Lake Canal Court Suite 120	Fort Collins	Colorado	80524	970-484-0588
9945	Steam Express, LLC	2522 Copper Ridge Drive #B6	Steamboat Springs	Colorado	80487	970-871-4974
8806	SteamExpress, LLC	2522 Copper Ridge Drive #B6	Steamboat Springs	Colorado	80487	970-871-4974
8807	SteamExpress, LLC	2522 Copper Ridge Drive #B6	Steamboat Springs	Colorado	80487	970-871-4974

#	Entity Name	Address	City	State	Zip	Telephone
10050	Country Lane Restoration Services, Inc.	9217 Eastman Park Drive #1	Windsor	Colorado	80550	970-330-2701
9115	Fire-Tech, Inc.	60 Central Avenue	Bloomfield	Connecticut	06002	860-528-6399
9116	Fire-Tech, Inc.	60 Central Avenue	Bloomfield	Connecticut	06002	860-528-6399
8934	Connecticut Restoration & Construction, Inc.	7 Sycamore Way Unit 8	Branford	Connecticut	06405	203-535-0370
2619	ServiceMaster Of Darien, Inc.	50 Osbourne Avenue	East Norwalk	Connecticut	06855	203-852-8907
2620	ServiceMaster Of Darien, Inc.	50 Osbourne Avenue	East Norwalk	Connecticut	06855	203-852-8907
2631	Morrow Enterprises, Inc.	36-D Plains Road	Essex	Connecticut	06426	860-388-0440
4318	Morrow Enterprises, Inc.	36-D Plains Road	Essex	Connecticut	06426	860-388-0440
4319	Morrow Enterprises, Inc.	36-D Plains Road	Essex	Connecticut	06426	860-388-0440
7592	Water Damage Drying Services, Inc.	396 Hartford Turnpike	Hampton	Connecticut	06247	800-934-5869
9722	KLEEN SWEEP VENTURES, LLC	200 Harvard Avenue	Hartford	Connecticut	06902	860-953-3590
9723	KLEEN SWEEP VENTURES, LLC	200 Harvard Avenue	Hartford	Connecticut	06902	860-953-3590
9726	KLEEN SWEEP VENTURES, LLC	200 Harvard Avenue	Hartford	Connecticut	06902	860-953-3590
4320	KLEEN SWEEP VENTURES, LLC	26 Montauk Avenue	New London	Connecticut	06320	860-447-3265
4462	KLEEN SWEEP VENTURES, LLC	26 Montauk Avenue	New London	Connecticut	06320	860-447-3265
8619	KLEEN SWEEP VENTURES, LLC	26 Montauk Avenue	New London	Connecticut	06320	860-447-3265
6716	A & M Restore Plus, LLC	112 Main Street	Norwalk	Connecticut	06851	203-226-0271
11267	A & M Restore Plus, LLC	112 Main Street	Norwalk	Connecticut	06851	203-226-0271
10739	Criscitello Associates, LLC	50 Waterbury Rd.	Prospect	Connecticut	06712	203-527-9573
10740	Criscitello Associates, LLC	50 Waterbury Rd.	Prospect	Connecticut	06712	203-527-9573
10741	Criscitello Associates, LLC	50 Waterbury Rd.	Prospect	Connecticut	06712	203-527-9573
10742	Criscitello Associates, LLC	50 Waterbury Rd.	Prospect	Connecticut	06712	203-527-9573
10743	Criscitello Associates, LLC	50 Waterbury Rd.	Prospect	Connecticut	06712	203-527-9573
4331	KLEEN SWEEP VENTURES, LLC	200 Harvard Ave.	Stamford	Connecticut	06902	203-327-3477
4782	KLEEN SWEEP VENTURES, LLC	200 Harvard Ave.	Stamford	Connecticut	06902	203-327-3477
4336	Superior Cleaning Services, Inc.	69 Shadow Ridge Road	Stamford	Connecticut	06905	800-500-5558
4463	Superior Cleaning Services, Inc.	69 Shadow Ridge Road	Stamford	Connecticut	06905	800-500-5558
8867	Superior Cleaning Services, Inc.	69 Shadow Ridge Road	Stamford	Connecticut	06905	800-500-5558
2618	Albino Associates, Inc.	579 South Leonard Street	Waterbury	Connecticut	06708	203-753-0666
2621	Albino Associates, Inc.	579 South Leonard Street	Waterbury	Connecticut	06708	203-753-0666
2622	Albino Associates, Inc.	579 South Leonard Street	Waterbury	Connecticut	06708	203-753-0666

#	Entity Name	Address	City	State	Zip	Telephone
2624	Albino Associates, Inc.	579 South Leonard Street	Waterbury	Connecticut	06708	203-753-0666
4997	Albino Associates, Inc.	579 South Leonard Street	Waterbury	Connecticut	06708	203-753-0666
9511	Master of Disaster LLC	2056 Thomaston Ave	Watertown	Connecticut	06704	860-990-9027
10850	Expert One, LLC	2 Woodcock Lane	Westport	Connecticut	06880	203-914-3264
11135	Expert One, LLC.	2 Woodcock Lane	Westport	Connecticut	06880	203-914-3264
10124	Premier Restoration, Inc.	30616 Overbrook Center Way Unit 1	Milton	Delaware	19968	302-645-1611
10206	Premier Restoration, Inc.	30616 Overbrook Center Way Unit 1	Milton	Delaware	19968	302-645-1611
11074	Neumann & Co LLC	7A Medori Blvd	Wilmington	Delaware	19801	410-836-0382
11075	Neumann & Co LLC	7A Medori Blvd	Wilmington	Delaware	19801	410-836-0382
11076	Neumann & Co LLC	7A Medori Blvd	Wilmington	Delaware	19801	410-836-0382
10457	ECO Cleaning & Restoration, Inc.	1136 Callaway Circle	Clermont	Florida	34711	407-885-8160
10458	ECO Cleaning & Restoration, Inc.	1136 Callaway Circle	Clermont	Florida	34711	407-885-8160
10156	Raghid Rateb Hamade	1136 Callaway Circle	Clermont	Florida	34711	407-885-8160
10694	Mike Osouna & JP Johnson	11555 Heron Bay Blvd.	Coral Springs	Florida	33076	954-641-8484
10695	Mike Osouna & JP Johnson	11555 Heron Bay Blvd.	Coral Springs	Florida	33076	954-641-8484
3317	Thomas Four, Inc.	3558 N. Citrus Avenue	Crystal River	Florida	34428	352-794-0270
5484	Thomas Four, Inc.	3558 N. Citrus Avenue	Crystal River	Florida	34428	352-794-0270
6277	Thomas Four, Inc.	3558 N. Citrus Avenue	Crystal River	Florida	34428	352-794-0270
5803	Fire and Water Damage Restoration, Inc.	2622 Carolyn Street	Deltona	Florida	32738	386-574-4333
10688	Cardinal Restoration, Inc.	733 A Harbor Blvd Unit 807	Destin	Florida	32541	615-754-8536
10893	Blackmon Restoration Inc.	2428 Lyndale Road	Fernandina Beach	Florida	32034	904-277-2998
11253	3 H Enterprise, LLC	4927 SW 41st Blvd	Gainesville	Florida	32608	352-554-4741
11254	3 H Enterprise, LLC	4927 SW 41st Blvd	Gainesville	Florida	32608	352-554-4741
11255	3 H Enterprise, LLC	4927 SW 41st Blvd	Gainesville	Florida	32608	352-554-4741
9368	Jerry Gentges & Kevin Riviere	2384 Vans Avenue	Jacksonville	Florida	32207	904-388-1100
9369	Jerry Gentges & Kevin Riviere	2384 Vans Avenue	Jacksonville	Florida	32207	904-388-1100
9370	Jerry Gentges & Kevin Riviere	2384 Vans Avenue	Jacksonville	Florida	32207	904-388-1100
9371	Jerry Gentges & Kevin Riviere	2384 Vans Avenue	Jacksonville	Florida	32207	904-388-1100
9372	Jerry Gentges & Kevin Riviere	2384 Vans Avenue	Jacksonville	Florida	32207	904-388-1100
9373	Jerry Gentges & Kevin Riviere	2384 Vans Avenue	Jacksonville	Florida	32207	904-388-1100
8899	Duro Restorations, Inc.	3120 Reynolds Road	Lakeland	Florida	33803	863-709-1010

#	Entity Name	Address	City	State	Zip	Telephone
8900	Duro Restorations, Inc.	3120 Reynolds Road	Lakeland	Florida	33803	863-709-1010
10424	Duro Restorations, Inc.	3120 Reynolds Road	Lakeland	Florida	33803	863-709-1010
10590	DSI Holdings Corporation	14350 NW 56th Court Suite 111	Miami	Florida	33054	305-614-4037
10591	DSI Holdings Corporation	14350 NW 56th Court Suite 111	Miami	Florida	33054	305-614-4037
11365	ANL Enterprises Inc.	1911 SW 101 Ave Bat E	Miramar	Florida	33025	954-710-6353
6226	Dwight Reed Enterprises, Inc.	18601 SW 39th Street	Miramar	Florida	33029-2703	305-625-0060
6943	Dwight Reed Enterprises, Inc.	18601 SW 39th Street	Miramar	Florida	33029-2703	305-625-0060
7993	Dwight Reed Enterprises, Inc.	18601 SW 39th Street	Miramar	Florida	33029-2703	305-625-0060
7995	Dwight Reed Enterprises, Inc.	18601 SW 39th Street	Miramar	Florida	33029-2703	305-625-0060
3319	GRG Ventures, Inc.	2384 Vans Avenue	New Berlin	Florida	32207	904-714-0700
7011	GRG Ventures, Inc.	2384 Vans Avenue	New Berlin	Florida	32207	904-714-0700
10861	Restoration by Quality Services	1060 Woodcock Road	Orlando	Florida	32803	407-931-1228
10728	Robert Petrovic & Nicholas Petrovic	8600 Commodity Circle Unit #148	Orlando	Florida	32819	815-603-2618
11065	Thomas Four, Inc.	560 Parque Drive	Ormond Beach	Florida	32174	352-794-0270
11066	Thomas Four, Inc.	560 Parque Drive	Ormond Beach	Florida	32174	352-794-0270
11067	Thomas Four, Inc.	560 Parque Drive	Ormond Beach	Florida	32174	352-794-0270
7520	CBS Enterprises, Inc.	3024 Kananwood Court Suite 1032	Oviedo	Florida	32765	407-278-0373
7953	CBS Enterprises, Inc.	3024 Kananwood Court Suite 1032	Oviedo	Florida	32765	407-278-0373
8178	CBS Enterprises, Inc.	3024 Kananwood Court Suite 1032	Oviedo	Florida	32765	407-278-0373
8171	CBS Enterprises, Inc.	3636 North L Street B	Pensacola	Florida	32505	850-479-6065
10765	Joseph Petrovic and Jacob Petrovic	8042 N Palafox Unit A	Pensacola	Florida	32534	850-741-3657
10766	Joseph Petrovic and Jacob Petrovic	8042 N Palafox Unit A	Pensacola	Florida	32534	850-741-3657
9791	AFAM, LLC, CCAPS, LLC, MAJE LLC	1301 W. Copans Road Building H Unit 8	Pompano Beach	Florida	33604	603-552-6335
9792	AFAM, LLC, CCAPS, LLC, MAJE LLC	1301 W. Copans Road Building H Unit 8	Pompano Beach	Florida	33604	603-552-6335
9803	AFAM, LLC, CCAPS, LLC, MAJE LLC	1301 W. Copans Road Building H Unit 8	Pompano Beach	Florida	33604	603-552-6335
6567	Alpha Omega Environmental Services, Inc.	933 N.W. 31 Avenue	Pompano Beach	Florida	33069	954-969-5906
8355	Alpha Omega Environmental Services, Inc.	933 N.W. 31 Avenue	Pompano Beach	Florida	33069	954-969-5906
8356	Alpha Omega Environmental Services, Inc.	933 N.W. 31 Avenue	Pompano Beach	Florida	33069	954-969-5906

#	Entity Name	Address	City	State	Zip	Telephone
8357	Alpha Omega Environmental Services, Inc.	933 N.W. 31 Avenue	Pompano Beach	Florida	33069	954-969-5906
11444	LEGACY 7 BUILDERS INC.	50 Ellis RD	Saint Augustine	Florida	32095	858-951-8008
11445	LEGACY 7 BUILDERS INC.	50 Ellis RD	Saint Augustine	Florida	32095	858-951-8008
11446	LEGACY 7 BUILDERS INC.	50 Ellis RD	Saint Augustine	Florida	32095	858-951-8008
6314	Disaster Services of SRQ, Inc.	8437 Tuttle Avenue #147	Sarasota	Florida	34243	941-377-2455
6315	Disaster Services of SRQ, Inc.	8437 Tuttle Avenue #147	Sarasota	Florida	34243	941-377-2455
9570	Platinum Water and Fire Restoration LLC	3525 Agricultural Center Dr Unit 602	St. Augustine	Florida	32092	858-951-8008
9571	Platinum Water and Fire Restoration LLC	3525 Agricultural Center Dr Unit 602	St. Augustine	Florida	32092	858-951-8008
9572	Platinum Water and Fire Restoration LLC	3525 Agricultural Center Dr Unit 602	St. Augustine	Florida	32092	858-951-8008
11316	Thomas Four, Inc.	1615 Capital Circle NE Suite A	~~Tallahasse~~Tallahassee	Florida	32308	850-402-8930
11317	Thomas Four, Inc.	1615 Capital Circle NE Suite A	~~Tallahasse~~Tallahassee	Florida	32308	850-402-8930
11318	Thomas Four, Inc.	1615 Capital Circle NE Suite A	~~Tallahasse~~Tallahassee	Florida	32308	850-402-8930
11319	Thomas Four, Inc.	1615 Capital Circle NE Suite A	~~Tallahasse~~Tallahassee	Florida	32308	850-402-8930
10936	DSI Holdings Corporation	7840 Professional Place	Tampa	Florida	33637	866-623-6633
10937	DSI Holdings Corporation	7840 Professional Place	Tampa	Florida	33637	866-623-6633
10938	DSI Holdings Corporation	7840 Professional Place	Tampa	Florida	33637	866-623-6633
10939	DSI Holdings Corporation	7840 Professional Place	Tampa	Florida	33637	866-623-6633
10940	DSI Holdings Corporation	7840 Professional Place	Tampa	Florida	33637	866-623-6633
10941	DSI Holdings Corporation	7840 Professional Place	Tampa	Florida	33637	866-623-6633
5907	3 Ball Enterprises, LLC	1505 10th Ave.	Vero Beach	Florida	32960	772-567-4435
7242	3 Ball Enterprises, LLC	1505 10th Ave.	Vero Beach	Florida	32960	772-567-4435
8138	3 Ball Enterprises, LLC	1505 10th Ave.	Vero Beach	Florida	32960	772-567-4435
10263	3 Ball Enterprises, LLC	1505 10th Ave.	Vero Beach	Florida	32960	772-567-4435
11061	Disaster Enterprises, LLC	7239 Orchard Drive	Wesley Chapel	Florida	33545	813-328-4604
11062	Disaster Enterprises, LLC	7239 Orchard Drive	Wesley Chapel	Florida	33545	813-328-4604
7629	Neveroff, Inc.	824 S. Milledge Ave #201	Athens	Georgia	30606	706-543-3333
10026	Neveroff, Inc.	824 S. Milledge Ave #201	Athens	Georgia	30606	706-543-3333
7178	Lovejoy Enterprises, Inc.	373 S. Atlantic St.	Atlanta	Georgia	30075	770-992-1575
10599	Lovejoy Enterprises, Inc.	373 S. Atlantic St.	Atlanta	Georgia	30075	770-992-1575
7333	Alford Enterprises, Inc.	3070 Damascus Road Unit Q	Augusta	Georgia	30909	706-860-7667
3027	Neveroff, Inc.	799 Christmas Ave. #800	Bethlehem	Georgia	30620	770-962-0110

#	Entity Name	Address	City	State	Zip	Telephone
6243	Neveroff, Inc.	799 Christmas Ave. #800	Bethlehem	Georgia	30620	770-962-0110
10876	Quality First Solutions, INC	107 Peach Wood Dr	Byron	Georgia	31008	478-333-8600
5333	D.B. & Sons, Inc.	7770 Cumming Highway	Canton	Georgia	30114	770-720-9533
6657	D.B. & Sons, Inc.	7770 Cumming Highway	Canton	Georgia	30114	770-720-9533
8823	D.B. & Sons, Inc.	7770 Cumming Highway	Canton	Georgia	30114	770-720-9533
8824	D.B. & Sons, Inc.	7770 Cumming Highway	Canton	Georgia	30114	770-720-9533
10449	D.B. & Sons, Inc.	7770 Cumming Highway	Canton	Georgia	30114	770-720-9533
10450	D.B. & Sons, Inc.	7770 Cumming Highway	Canton	Georgia	30114	770-720-9533
10451	D.B. & Sons, Inc.	7770 Cumming Highway	Canton	Georgia	30114	770-720-9533
4496	Fire/Serve, Inc.	111 Kelli Clark Ct. Suite A	Cartersville	Georgia	30121	770-514-1789
5100	Fire/Serve, Inc.	111 Kelli Clark Ct. Suite A	Cartersville	Georgia	30121	770-514-1789
6479	Fire/Serve, Inc.	111 Kelli Clark Ct. Suite A	Cartersville	Georgia	30121	770-514-1789
7221	Fire/Serve, Inc.	111 Kelli Clark Ct. Suite A	Cartersville	Georgia	30121	770-514-1789
8691	Fire/Serve, Inc.	111 Kelli Clark Ct. Suite A	Cartersville	Georgia	30121	770-514-1789
5462	Lovejoy Enterprises, Inc.	700 Blacklawn Road SW	Conyers	Georgia	30012	770-992-1575
5858	Lovejoy Enterprises, Inc.	700 Blacklawn Road SW	Conyers	Georgia	30012	770-992-1575
7179	Lovejoy Enterprises, Inc.	700 Blacklawn Road SW	Conyers	Georgia	30012	770-992-1575
7180	Lovejoy Enterprises, Inc.	700 Blacklawn Road SW	Conyers	Georgia	30012	770-992-1575
10830	Lovejoy Enterprises, Inc.	700 Blacklawn Road SW	Conyers	Georgia	30012	770-992-1575
4962	Alford Enterprises, Inc.	P.O. Box 1353	Douglasville	Georgia	30133-1353	770-222-9444
11249	Alford Enterprises, Inc.	P.O. Box 1353	Douglasville	Georgia	30133-1353	770-222-9444
8614	CBS Enterprises, Inc.	8301 Forston Rd.	Forston	Georgia	31808	706-457-3526
6931	CBS Enterprises, Inc.	8301 Fortson Rd	Fortson	Georgia	31808	706-882-0903
6123	Alford Enterprises, Inc.	1963 Delta Drive Unit 400	Gainesville	Georgia	30501	706-232-0255
6346	Double A Twins, Inc.	1963 Delta Drive Unit 400	Gainesville	Georgia	30501	706-232-0255
10465	John Robert Touchton	5412 Sycamore Run	Hahira	Georgia	31632	229-560-0300
11367	Quality First Solutions, INC	5412 Sycamore Run	Hahira	Georgia	31632	229-560-0300
9953	David R. Dean & Associates, LLC	3475 Swallows Creek Road	Hiawassee	Georgia	30546	770-573-0087
9954	David R. Dean & Associates, LLC	3475 Swallows Creek Road	Hiawassee	Georgia	30546	770-573-0087

#	Entity Name	Address	City	State	Zip	Telephone
10536	David R. Dean & Associates, LLC	3475 Swallows Creek Road	Hiawassee	Georgia	30546	770-573-0087
10538	David R. Dean & Associates, LLC	3475 Swallows Creek Road	Hiawassee	Georgia	30546	770-573-0087
10539	David R. Dean & Associates, LLC	3475 Swallows Creek Road	Hiawassee	Georgia	30546	770-573-0087
6764	Alford Enterprises, Inc.	8050 Fair Oaks Court	Jonesboro	Georgia	30236	770-228-9818
6765	Alford Enterprises, Inc.	8050 Fair Oaks Court	Jonesboro	Georgia	30236	770-228-9818
7625	Alford Enterprises, Inc.	8050 Fair Oaks Court	Jonesboro	Georgia	30236	770-228-9818
7989	Alford Enterprises, Inc.	8050 Fair Oaks Court	Jonesboro	Georgia	30236	770-228-9818
10189	Alford Enterprises, Inc.	3676 North Peachtree Road	Jonesboro	Georgia	30341	404-853-2525
10190	Alford Enterprises, Inc.	3676 North Peachtree Road	Jonesboro	Georgia	30341	404-853-2525
10191	Alford Enterprises, Inc.	3676 North Peachtree Road	Jonesboro	Georgia	30341	404-853-2525
10192	Alford Enterprises, Inc.	3676 North Peachtree Road	Jonesboro	Georgia	30341	404-853-2525
10193	Alford Enterprises, Inc.	3676 North Peachtree Road	Jonesboro	Georgia	30341	404-853-2525
10194	Alford Enterprises, Inc.	3676 North Peachtree Road	Jonesboro	Georgia	30341	404-853-2525
11176	Alford Enterprises, Inc.	3676 North Peachtree Road	Jonesboro	Georgia	30341	404-853-2525
11177	Alford Enterprises, Inc.	3676 North Peachtree Road	Jonesboro	Georgia	30341	404-853-2525
3020	CBS Enterprises, Inc.	203 Westside Court	LaGrange	Georgia	30240	706-882-0903
4763	CBS Enterprises, Inc.	203 Westside Court	LaGrange	Georgia	30240	706-882-0903
7674	CBS Enterprises, Inc.	203 Westside Court	LaGrange	Georgia	30240	706-882-0903
10731	Brandy Hickox & Dustin Hickox	591 Northampton Road	Leesburg	Georgia	31763	229-439-5707
9338	Clean & Restore, LLC	P.O. Box 28198	Macon	Georgia	31221	478-742-7570
9339	Heart of Georgia Restoration & Cleaning LLC	P.O. Box 28198	Macon	Georgia	31221	478-742-7570
9341	Heart of Georgia Restoration & Cleaning LLC	P.O. Box 28198	Macon	Georgia	31221	478-742-7570
9342	Heart of Georgia Restoration & Cleaning LLC	P.O. Box 28198	Macon	Georgia	31221	478-742-7570
9344	Heart of Georgia Restoration & Cleaning LLC	P.O. Box 28198	Macon	Georgia	31221	478-742-7570
11467	SVMATL LLC	944 Industrial Park Drive	Marietta	Georgia	30062	770-937-0470
8681	CBS Enterprises, Inc.	535 Pine Road Suite 101	Newnan	Georgia	30263	770-683-9432
10155	CBS Enterprises, Inc.	535 Pine Road Suite 101	Newnan	Georgia	30263	770-683-9432
2996	Alford Enterprises, Inc.	1 Hillindale Drive	Rome	Georgia	30161	706-232-0255
10638	SHG Group, LLC	1050 Northfield Court #400	Roswell	Georgia	30076	770-670-9751
11399	VLP Holdings, LLC	1050 Northfield Court #400	Roswell	Georgia	30076	770-670-9751
11400	VLP Holdings, LLC	1050 Northfield Court #400	Roswell	Georgia	30076	770-670-9751

#	Entity Name	Address	City	State	Zip	Telephone
9815	DW Restoration, LLC	905 East 69th Street	Savannah	Georgia	31405	912-234-0270
9816	DW Restoration, LLC	905 East 69th Street	Savannah	Georgia	31405	912-234-0270
9818	DW Restoration, LLC	905 East 69th Street	Savannah	Georgia	31405	912-234-0270
7028	RANSCO, INC.	4515 GA Highway 40 East Suite A	St. Marys	Georgia	31558	912-673-7688
9104	Massey Restoration Group, LLC	3732 Highway 82 W	Tifton	Georgia	31793	229-387-9450
10035	Sutter Enterprises, Inc.	1240 Greensboro Highway	Watkinsville	Georgia	30677	706-769-3337
10036	Sutter Enterprises, Inc.	1240 Greensboro Highway	Watkinsville	Georgia	30677	706-769-3337
10037	Sutter Enterprises, Inc.	1240 Greensboro Highway	Watkinsville	Georgia	30677	706-769-3337
9376	Jim Conroy	1016 Alahaki Street	Kailua	Hawaii	96734	808-664-3603
10990	J & D Houts, LLC	2839 14th N.	Ammon	Idaho	83401	208-524-8262
10991	J & D Houts, LLC	2839 14th N.	Ammon	Idaho	83401	208-524-8262
6345	Integrity, LLC	216 W. 38th Street Unit A	Garden City	Idaho	83714	208-888-1882
8725	Grittco, LLC	928 Preston Avenue	Lewiston	Idaho	83501	208-743-6838
11242	Grittco, LLC	928 Preston Avenue	Lewiston	Idaho	83501	208-743-6838
8243	Butterfield, Inc.	2103 E Lanark Street	Meridian	Idaho	83642	208-344-5511
9198	Butterfield, Inc.	2103 E Lanark Street	Meridian	Idaho	83642	208-344-5511
10223	Butterfield, Inc.	2103 E Lanark Street	Meridian	Idaho	83642	208-344-5511
10224	Butterfield, Inc.	2103 E Lanark Street	Meridian	Idaho	83642	208-344-5511
8578	Certified Professional Restorers, LLC	16089 N Franklin Boulevard Suite #1	Nampa	Idaho	83687	208-546-1607
10428	Certified Professional Restorers, LLC	16089 N Franklin Boulevard Suite #1	Nampa	Idaho	83687	208-546-1607
10962	Roome Enterprises, Inc.	5974 W. Seltice Way	Post Falls	Idaho	83854	208-446-5322
10963	Roome Enterprises, Inc.	5974 W. Seltice Way	Post Falls	Idaho	83854	208-446-5322
10964	Roome Enterprises, Inc.	5974 W. Seltice Way	Post Falls	Idaho	83854	208-446-5322
1229	Tegan, Inc.	235 6th Avenue West	Twin Falls	Idaho	83301	208-734-2222
7197	Tegan, Inc.	235 6th Avenue West	Twin Falls	Idaho	83301	208-734-2222
11199	SM Quality Restoration Corp.	11 W College Dr. Suite C	Arlington Heights	Illinois	60004	847-259-7700
9919	Kellerstrass Restoration Services, LLC	1712 E. Hamilton Unit D	Bloomington	Illinois	61704	309-808-1774
11258	Kellerstrass Restoration Services, LLC	1712 E. Hamilton Unit D	Bloomington	Illinois	61704	309-808-1774
8835	SI DIsaster Restoration Services, Inc.	9966 Samuel Road	Carterville	Illinois	62918	618-985-1100
8836	SI DIsaster Restoration Services, Inc.	9966 Samuel Road	Carterville	Illinois	62918	618-985-1100
8837	SI DIsaster Restoration Services, Inc.	9966 Samuel Road	Carterville	Illinois	62918	618-985-1100

#	Entity Name	Address	City	State	Zip	Telephone
8838	SI DIsaster Restoration Services, Inc.	9966 Samuel Road	Carterville	Illinois	62918	618-985-1100
9587	SI DIsaster Restoration Services, Inc.	9966 Samuel Road	Carterville	Illinois	62918	618-985-1100
9588	SI DIsaster Restoration Services, Inc.	9966 Samuel Road	Carterville	Illinois	62918	618-985-1100
9589	SI DIsaster Restoration Services, Inc.	9966 Samuel Road	Carterville	Illinois	62918	618-985-1100
5062	JRK Services, Inc.	150 Chicago Street	Cary	Illinois	60013	847-381-1620
5651	JRK Services, Inc.	150 Chicago Street	Cary	Illinois	60013	847-381-1620
7739	JRK Services, Inc.	150 Chicago Street	Cary	Illinois	60013	847-381-1620
7740	JRK Services, Inc.	150 Chicago Street	Cary	Illinois	60013	847-381-1620
9337	JRK Services, Inc.	150 Chicago Street	Cary	Illinois	60013	847-381-1620
9593	JRK Services, Inc.	150 Chicago Street	Cary	Illinois	60013	847-381-1620
10146	JRK Services, Inc.	150 Chicago Street	Cary	Illinois	60013	847-381-1620
10147	JRK Services, Inc.	150 Chicago Street	Cary	Illinois	60013	847-381-1620
10148	JRK Services, Inc.	150 Chicago Street	Cary	Illinois	60013	847-381-1620
8571	DSI Holdings Corporation	2506 N. Mattis Ave Suite #1	Champaign	Illinois	61822	800-954-9444
6935	Ayman Nofal	3010 West Belmont	Chicago	Illinois	60618	773-279-8000
11403	DNA Enterprises, Inc.	4203 N. Milwaukee Ave. Unit A	Chicago	Illinois	60641	773-388-9200
11126	DNA Restoration Inc.	4203 N. Milwaukee Ave. Unit A	Chicago	Illinois	60641	773-388-9200
11127	DNA Restoration Inc.	4203 N. Milwaukee Ave. Unit A	Chicago	Illinois	60641	773-388-9200
11163	DNA Restoration Inc.	4203 N. Milwaukee Ave. Unit A	Chicago	Illinois	60641	773-388-9200
11401	DNA Restoration Inc.	4203 N. Milwaukee Ave. Unit A	Chicago	Illinois	60641	773-388-9200
11402	DNA Restoration Inc.	4203 N. Milwaukee Ave. Unit A	Chicago	Illinois	60641	773-388-9200
3435	DSI Holdings Corporation	10818 S. Langley Avenue	Chicago	Illinois	60628	800-954-9444
4837	DSI Holdings Corporation	10818 S. Langley Avenue	Chicago	Illinois	60628	800-954-9444
5323	DSI Holdings Corporation	10818 S. Langley Avenue	Chicago	Illinois	60628	800-954-9444
5405	DSI Holdings Corporation	10818 S. Langley Avenue	Chicago	Illinois	60628	800-954-9444
6071	DSI Holdings Corporation	10818 S. Langley Avenue	Chicago	Illinois	60628	800-954-9444
8099	DSI Holdings Corporation	10818 S. Langley Avenue	Chicago	Illinois	60628	800-954-9444
8513	DSI Holdings Corporation	10818 S. Langley Avenue	Chicago	Illinois	60628	800-954-9444
8570	DSI Holdings Corporation	10818 S. Langley Avenue	Chicago	Illinois	60628	800-954-9444
8572	DSI Holdings Corporation	10818 S. Langley Avenue	Chicago	Illinois	60628	800-954-9444
9206	Dyaa Achmar	4203 N. Milwaukee Avenue	Chicago	Illinois	60641	773-610-0246

#	Entity Name	Address	City	State	Zip	Telephone
3459	Fouad Noweder	4183 N. Elston Avenue	Chicago	Illinois	60618	773-583-4300
9884	Hardemon & Associates LLC	8525 S. Stony Island Ave.	Chicago	Illinois	60617	773-303-6686
5173	SM Quality Restoration Corp.	4564 North Elston Avenue	Chicago	Illinois	60630	773-286-9500
5188	Restoration and Cleanup Services, Inc.	1000 E Oakton Street	Des Plaines	Illinois	60018	847-329-0044
11230	Restoration and Cleanup Services, Inc.	1000 E Oakton Street	Des Plaines	Illinois	60018	847-329-0044
3419	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
3426	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
3431	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
4473	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
4737	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
4836	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
6614	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
8620	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	630-833-0888
8633	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	630-833-0888
8634	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	630-833-0888
8964	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
8965	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
8966	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
8967	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
8968	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
8969	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
8970	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
11013	DSI Holdings Corporation	2400 Wisconsin Avenue	Downers Grove	Illinois	60515	800-954-9444
4403	DRS Cleaning & Restoration Pro, Inc.	3336 W. Lake Ave.	Glenview	Illinois	60026	847-827-8250
9461	SM 9461 LLC	4222 Warren Avenue	Hillside	Illinois	60162	630-969-9999
9782	SM 9461 LLC	4222 Warren Avenue	Hillside	Illinois	60162	630-969-9999
9784	SM 9461 LLC	4222 Warren Avenue	Hillside	Illinois	60162	630-969-9999
9786	SM 9461 LLC	4222 Warren Avenue	Hillside	Illinois	60162	630-969-9999
10144	SM 9461 LLC	4222 Warren Avenue	Hillside	Illinois	60162	630-969-9999
8100	DSI Holdings Corporation	1144 Rose Road	Lake Zurich	Illinois	60047	800-954-9444
8514	DSI Holdings Corporation	1144 Rose Road	Lake Zurich	Illinois	60047	800-954-9444

#	Entity Name	Address	City	State	Zip	Telephone
8971	DSI Holdings Corporation	1144 Rose Road	Lake Zurich	Illinois	60047	800-954-9444
8972	DSI Holdings Corporation	1144 Rose Road	Lake Zurich	Illinois	60047	800-954-9444
9499	Noweder, Inc.	924 Ogden Avenue	Lisle	Illinois	60532	630-241-1111
10654	Jamroz Nagra, LLC	24920 Cashel Bay Rd.	Manhattan	Illinois	60442	815-436-9622
7570	Simons Restoration Services, Inc.	5310 Avenue of the Cities	Moline	Illinois	61265	309-762-3136
7757	Simons Restoration Services, Inc.	5310 Avenue of the Cities	Moline	Illinois	61265	309-762-3136
7758	Simons Restoration Services, Inc.	5310 Avenue of the Cities	Moline	Illinois	61265	309-762-3136
5114	Yingling Services, Inc.	106 Damon Road	Mount Sterling	Illinois	62353	217-773-4548
5115	Yingling Services, Inc.	106 Damon Road	Mount Sterling	Illinois	62353	217-773-4548
5626	Yingling Services, Inc.	106 Damon Road	Mount Sterling	Illinois	62353	217-773-4548
8192	Yingling Services, Inc.	106 Damon Road	Mount Sterling	Illinois	62353	217-773-4548
8887	Yingling Services, Inc.	106 Damon Road	Mount Sterling	Illinois	62353	217-773-4548
8315	Lincoln	6143 Howard Street	Niles	Illinois	60714	773-647-1985
8317	Neil Zabadneh & Diana Zabadneh	6143 Howard Street	Niles	Illinois	60714	773-647-1985
9557	Zaba Restoration, Inc.	6143 Howard Street	Niles	Illinois	60714	847-730-7301
11136	Zaba Restoration, Inc.	6143 Howard Street	Niles	Illinois	60714	847-730-7301
11137	Zaba Restoration, Inc.	6143 Howard Street	Niles	Illinois	60714	773-647-1985
11138	Zaba Restoration, Inc.	6143 Howard Street	Niles	Illinois	60714	773-647-1985
11139	Zaba Restoration, Inc.	6143 Howard Street	Niles	Illinois	60714	847-730-7301
11140	Zaba Restoration, Inc.	6143 Howard Street	Niles	Illinois	60714	847-730-7301
11206	Zaba Restoration, Inc.	6143 Howard Street	Niles	Illinois	60714	847-730-7301
10140	S&R Systems LLC	200 Alder Drive	North Aurora	Illinois	60542	630-553-6650
10141	S&R Systems LLC	200 Alder Drive	North Aurora	Illinois	60542	630-553-6650
10143	S&R Systems LLC	200 Alder Drive	North Aurora	Illinois	60542	630-553-6650
10530	S&R Systems LLC	200 Alder Drive	North Aurora	Illinois	60542	630-553-6650
11103	S&R Systems LLC	200 Alder Drive	North Aurora	Illinois	60542	630-553-6650
3460	H.K.H., Inc.	508 N. Oak Park	Oak Park	Illinois	60302	708-524-7915
9779	SM 9779 LLC	4544 W. 103rd St	Oaklawn	Illinois	60453	(708) 371-8888
4163	Glenn Bouck, Inc.	18414 116th Avenue Suites F&G Suite H	Orland Park	Illinois	60467	708-479-7102
6627	Glenn Bouck, Inc.	18414 116th Avenue Suites F&G Suite H	Orland Park	Illinois	60467	708-479-7102

#	Entity Name	Address	City	State	Zip	Telephone
7582	Glenn Bouck, Inc.	18414 116th Avenue Suites F&G Suite H	Orland Park	Illinois	60467	708-479-7102
7583	Glenn Bouck, Inc.	18414 116th Avenue Suites F&G Suite H	Orland Park	Illinois	60467	708-479-7102
6068	DSI Holdings Corporation	4815 Hydraulic Road	Rockford	Illinois	61109	815-874-6068
6720	DSI Holdings Corporation	4815 Hydraulic Road	Rockford	Illinois	61109	815-874-6068
6721	DSI Holdings Corporation	4815 Hydraulic Road	Rockford	Illinois	61109	815-874-6068
7042	DSI Holdings Corporation	4815 Hydraulic Road	Rockford	Illinois	61109	815-874-6068
7235	DSI Holdings Corporation	4815 Hydraulic Road	Rockford	Illinois	61109	815-874-6068
8515	DSI Holdings Corporation	4815 Hydraulic Road	Rockford	Illinois	61109	815-874-6068
9060	Balmoral Interests, Inc.	8124 Ridgeway Ave	Skokie	Illinois	60076	773-376-1110
9729	Balmoral Interests, Inc.	8124 Ridgeway Ave	Skokie	Illinois	60076	773-376-1110
9737	Balmoral Interests, Inc.	8124 Ridgeway Ave	Skokie	Illinois	60076	773-376-1110
11181	Balmoral Interests, Inc.	8124 Ridgeway Ave	Skokie	Illinois	60076	773-376-1110
8569	DSI Holdings Corporation	2831 Farmers Market Road	Springfield	Illinois	62707	800-954-9444
7270	Schramer Enterprises Inc.	1280 East State Street	Sycamore	Illinois	60178	815-754-5500
9540	AI Restoration Inc.	1147 Ellsworth Avenue	Villa Park	Illinois	60181	630-916-1900
9545	AI Restoration Inc.	1147 Ellsworth Avenue	Villa Park	Illinois	60181	630-916-1900
9546	AI Restoration Inc.	1147 Ellsworth Avenue	Villa Park	Illinois	60181	630-916-1900
9759	AI Restoration Inc.	1147 Ellsworth Avenue	Villa Park	Illinois	60181	630-916-1900
9760	AI Restoration Inc.	1147 Ellsworth Avenue	Villa Park	Illinois	60181	630-916-1900
11180	AI Restoration Inc.	1147 Ellsworth Avenue	Villa Park	Illinois	60181	630-916-1900
9083	SM 9083 LLC	120 Bridge St.	Wheaton	Illinois	60187	(630) 653-2222
9781	SM 9083 LLC	120 Bridge St.	Wheaton	Illinois	60187	(630) 653-2222
9783	SM 9083 LLC	120 Bridge St.	Wheaton	Illinois	60187	(630) 653-2222
9785	SM 9083 LLC	120 Bridge St.	Wheaton	Illinois	60187	(630) 653-2222
9787	SM 9083 LLC	120 Bridge St.	Wheaton	Illinois	60187	(630) 653-2222
9788	Service Today, LLC	659 North Frontage Road Suite 102	Willowbrook	Illinois	60527	(630) 963-3333

#	Entity Name	Address	City	State	Zip	Telephone
8228	SM 8228 LLC	659 North Frontage Road Suite 102	Willowbrook	Illinois	60527	(630) 963-3333
9780	SM 8228 LLC	659 North Frontage Road Suite 102	Willowbrook	Illinois	60527	(630) 963-3333
6251	Eric J. Terrell	3419 Columbus Ave.	Anderson	Indiana	46013	765-649-2251
8311	Eric J. Terrell	3419 Columbus Ave.	Anderson	Indiana	46013	765-649-2251
10241	Beane Enterprises, LLC	2049 W. Fountain Drive	Bloomington	Indiana	47404	812-332-7378
9561	Tekton Restoration Services, LLC	326 Melton Road	Burns Harbor	Indiana	46304	219-476-2222
9562	Tekton Restoration Services, LLC	326 Melton Road	Burns Harbor	Indiana	46304	219-476-2222
11480	T&D Marshall Family, LLC	810 E Wabash Ave	Crawfordsville	Indiana	47933	765-362-2107
8175	ASM Acquisition Corporation	411 Mishawaka Rd	Elkhart	Indiana	46517	574-288-8081
10243	Beane Enterprises, LLC	121 E. Eichel	Evansville	Indiana	47711	812-401-7378
11432	Beane Enterprises, LLC	121 E. Eichel	Evansville	Indiana	47711	812-401-7378
8657	ASM Acquisition Corporation	14519 Plank Street	Fort Wayne	Indiana	46816	260-422-0001
8658	ASM Acquisition Corporation	14519 Plank Street	Fort Wayne	Indiana	46816	260-422-0001
8659	ASM Acquisition Corporation	14519 Plank Street	Fort Wayne	Indiana	46816	260-422-0001
11320	Crossroads Restoration Services, LLC	1601 Short Street	Fort Wayne	Indiana	46808	260-420-1502
11321	Crossroads Restoration Services, LLC	1601 Short Street	Fort Wayne	Indiana	46808	260-420-1502
11322	Crossroads Restoration Services, LLC	1601 Short Street	Fort Wayne	Indiana	46808	260-420-1502
11323	Crossroads Restoration Services, LLC	1601 Short Street	Fort Wayne	Indiana	46808	260-420-1502
9207	24/7 Disaster Services, LLC	12707 Industrial Park Drive	Granger	Indiana	46530	574-222-2648
9209	24/7 Disaster Services, LLC	12707 Industrial Park Drive	Granger	Indiana	46530	574-222-2648
9813	24/7 Disaster Services, LLC	12707 Industrial Park Drive	Granger	Indiana	46530	574-222-2648
10783	24/7 Disaster Services, LLC	12707 Industrial Park Drive	Granger	Indiana	46530	269-428-9335
10785	24/7 Disaster Services, LLC	12707 Industrial Park Drive	Granger	Indiana	46530	269-428-9335
10762	T&D Marshall Family, LLC	1546 West CR 300 South	Greencastle	Indiana	46135	765-720-5994
11291	T&D Marshall Family, LLC	1546 West CR 300 South	Greencastle	Indiana	46135	765-720-5994
1585	Fentz, Inc.	3041 W. US 40	Greenfield	Indiana	46140	317-467-6571
7770	Fentz, Inc.	3041 W. US 40	Greenfield	Indiana	46140	317-467-6571
9249	Crossroads Restoration Services, LLC	2851 N. Webster Ave.	Indianapolis	Indiana	46219	317-286-2999
9250	Crossroads Restoration Services, LLC	2851 N. Webster Ave.	Indianapolis	Indiana	46219	317-286-2999

#	Entity Name	Address	City	State	Zip	Telephone
9590	Crossroads Restoration Services, LLC	2851 N. Webster Ave.	Indianapolis	Indiana	46219	317-286-2999
10325	Crossroads Restoration Services, LLC	2851 N. Webster Ave.	Indianapolis	Indiana	46219	317-286-2999
10326	Crossroads Restoration Services, LLC	2851 N. Webster Ave.	Indianapolis	Indiana	46219	317-286-2999
10327	Crossroads Restoration Services, LLC	2851 N. Webster Ave.	Indianapolis	Indiana	46219	317-286-2999
9554	DSI Holdings Corporation	1640 Midwest Blvd.	Indianapolis	Indiana	46214	800-954-9444
1569	Fentress Environmental Services, Inc.	1435 Brookville Way Suite B	Indianapolis	Indiana	46239	317-602-8070
6524	Fentress Environmental Services, Inc.	1435 Brookville Way Suite B	Indianapolis	Indiana	46239	317-602-8070
6526	Fentress Environmental Services, Inc.	1435 Brookville Way Suite B	Indianapolis	Indiana	46239	317-602-8070
11359	L.S. James, LLC	809 Forest Blvd. North Dr.	Indianapolis	Indiana	46240	317-526-8221
7742	Clean Air, Inc.	4424 McCarty Lane	Lafayette	Indiana	47905	765-449-7470
7743	Clean Air, Inc.	4424 McCarty Lane	Lafayette	Indiana	47905	765-449-7470
7744	Clean Air, Inc.	4424 McCarty Lane	Lafayette	Indiana	47905	765-449-7470
7745	Clean Air, Inc.	4424 McCarty Lane	Lafayette	Indiana	47905	765-449-7470
8194	Clean Air, Inc.	4424 McCarty Lane	Lafayette	Indiana	47905	765-449-7470
8593	Clean Air, Inc.	4424 McCarty Lane	Lafayette	Indiana	47905	765-449-7470
8594	Clean Air, Inc.	4424 McCarty Lane	Lafayette	Indiana	47905	765-449-7470
11428	Crossroads Restoration Services, LLC	3410 Rascal Drive	Lafayette	Indiana	47909	317.286.2999
11429	Crossroads Restoration Services, LLC	3410 Rascal Drive	Lafayette	Indiana	47909	317.286.2999
11302	Restoration Contractors	230 West Second Street	Marion	Indiana	46952	765-668-8085
11328	Restoration Contractors	230 West Second Street	Marion	Indiana	46952	765-668-8085
11327	Restorations Contractors, inc.	230 West Second Street	Marion	Indiana	46952	765-668-8085
8042	ASM Acquisition Corp.	288 N. Mayflower Road	South Bend	Indiana	46619	574-288-8081
7535	ASM Acquisition Corporation	288 N. Mayflower Road	South Bend	Indiana	46619	574-288-8081
7536	ASM Acquisition Corporation	288 N. Mayflower Road	South Bend	Indiana	46619	574-288-8081
7546	ASM Acquisition Corporation	288 N. Mayflower Road	South Bend	Indiana	46619	574-288-8081
8041	ASM Acquisition Corporation	288 N. Mayflower Road	South Bend	Indiana	46619	574-288-8081
1566	Linstan South Incorporated	1410 Tieman Street	Washington	Indiana	47501	812-254-6672
8750	A.J.S. of Des Moines, Inc.	1101 W 11th St.	Atlantic	Iowa	50022	8007278515
8463	A.J.S. of Des Moines, Inc.	302 N Main St	Carroll	Iowa	51401	8007278515
10613	Phil 413, LLC	5704 W Cedar Wapsi Rd	Cedar Falls	Iowa	50613	319-433-1110
10846	Phil 413, LLC	5704 W Cedar Wapsi Rd	Cedar Falls	Iowa	50613	319-433-1110

#	Entity Name	Address	City	State	Zip	Telephone
10903	Phil 413, LLC	5704 W Cedar Wapsi Rd	Cedar Falls	Iowa	50613	319-433-1110
3503	A.J.S. of Des Moines, Inc.	7555 University Avenue	Clive	Iowa	50325	319-365-9265
4855	A and A Cleaning, Inc	1845 Washington Street	Dubuque	Iowa	52001-3662	563-557-1488
10826	A and A Cleaning, Inc	1845 Washington Street	Dubuque	Iowa	52001-3662	563-557-1488
10188	A and A Cleaning, Inc.	1845 Washington Street	Dubuque	Iowa	52001-3662	563-557-1488
10901	A and A Cleaning, Inc.	1845 Washington Street	Dubuque	Iowa	52001-3662	563-557-1488
9534	A.J.S of Des Moines, Inc.	3516 Maple Dr.	Fort Dodge	Iowa	50501	8007278515
5937	Mowen Cleaning Service, LLC	1502 Ave L	Fort Madison	Iowa	52627	319-372-5827
9829	Mowen Cleaning Service, LLC	1502 Ave L	Fort Madison	Iowa	52627	319-372-5827
10849	Mowen Cleaning Service, LLC	1502 Ave L	Fort Madison	Iowa	52627	319-372-5827
9670	A.J.S of Des Moines, Inc.	1700 Hawkeye Drive Ste C	Hiawatha	Iowa	52233	8007278515
9160	A.J.S. of Des Moines, Inc.	1700 Hawkeye Drive Ste C	Hiawatha	Iowa	52233	8007278515
7593	Hand Cleaning Services, Inc.	501 S Oak Street	Iowa Falls	Iowa	50126	641-648-5578
9893	A.J.S. of Des Moines, Inc.	2911 4th Street SE	Mason City	Iowa	50401	8007278515
8460	A.J.S. of Des Moines, Inc.	807 27th St	Milford	Iowa	51351	8007278515
8612	KEEM, LLC	3768 Harbor Avenue	Newton	Iowa	50208	641-792-9580
8613	KEEM, LLC	3768 Harbor Avenue	Newton	Iowa	50208	641-792-9580
10662	A.J.S. of Des Moines, Inc.	220 Fox Sauk Rd	Ottumwa	Iowa	52501	8007278515
8528	A.J.S. of Des Moines, Inc.	1219 N Lake Ave	Storm Lake	Iowa	50588	8007278515
7560	Eagle Enterprises of Northwest Kansas, Inc.	335 N. Franklin	Colby	Kansas	67701	785-462-3423
8048	Rapid Response Enterprizes, LLC	201 West Trail	Dodge City	Kansas	67801	620-227-5343
8049	Rapid Response Enterprizes, LLC	201 West Trail	Dodge City	Kansas	67801	620-227-5343
8394	Rapid Response Enterprizes, LLC	201 West Trail	Dodge City	Kansas	67801	620-227-5343
10274	Rapid Response Enterprizes, LLC	201 West Trail	Dodge City	Kansas	67801	620-227-5343
10305	Diamond Quality Services, Inc.	10579 Wilmer Rd.	Lenexa	Kansas	66215	913-309-3563
10307	Diamond Quality Services, Inc.	10579 Wilmer Rd.	Lenexa	Kansas	66215	913-309-3563
10309	Diamond Quality Services, Inc.	10579 Wilmer Rd.	Lenexa	Kansas	66215	913-309-3563
10310	Diamond Quality Services, Inc.	10579 Wilmer Rd.	Lenexa	Kansas	66215	913-309-3563

#	Entity Name	Address	City	State	Zip	Telephone
2337	ServiceMaster of Newton	2216 Anderson	Newton	Kansas	67114	316-283-5404
1535	Ron Sieb Enterprises, Inc.	2906 N. Old Rouse Rd	Pittsburg	Kansas	66762	620-232-1230
2336	DNA Enterprises, Inc.	522 Reynolds Street	Salina	Kansas	67401	785-825-6761
10798	DNA Enterprises, Inc.	522 Reynolds Street	Salina	Kansas	67401	785-825-6761
11417	Rapid Response Enterprizes, LLC	4900 S.W. Topeka Boulevard	Topeka	Kansas	66609	785-862-9800
11418	Rapid Response Enterprizes, LLC	4900 S.W. Topeka Boulevard	Topeka	Kansas	66609	785-862-9800
11419	Rapid Response Enterprizes, LLC	4900 S.W. Topeka Boulevard	Topeka	Kansas	66609	785-862-9800
11420	Rapid Response Enterprizes, LLC	4900 S.W. Topeka Boulevard	Topeka	Kansas	66609	785-862-9800
11421	Rapid Response Enterprizes, LLC	4900 S.W. Topeka Boulevard	Topeka	Kansas	66609	785-862-9800
6597	Best Corporation	729 E. Boston	Wichita	Kansas	67211	316-321-1895
6599	Best Corporation	729 E. Boston	Wichita	Kansas	67211	316-321-1895
8556	Circle Enterprises, Inc.	901 S Sabin Street	Wichita	Kansas	67209	316-943-9834
9438	Dave Rech	3833 Bridgeport Circle	Wichita	Kansas	67219	800-954-9444
9439	Dave Rech	3833 Bridgeport Circle	Wichita	Kansas	67219	800-954-9444
9436	DSI Holdings Corporation	3833 Bridgeport Circle	Wichita	Kansas	67219	800-954-9444
9437	DSI Holdings Corporation	3833 Bridgeport Circle	Wichita	Kansas	67219	800-954-9444
9837	JMS Restoration, Inc.	730 Sallie Drive	Ashland	Kentucky	41102	606-887-0089
11246	JMS Restoration, Inc.	730 Sallie Drive	Ashland	Kentucky	41102	606-887-0089
5191	WYZ, LLC	1051 Searcy Way	Bowling Green	Kentucky	42103	270-782-8500
7832	WYZ, LLC	1051 Searcy Way	Bowling Green	Kentucky	42103	270-782-8500
4003	Anchor Way Enterprise, Inc.	4086 Limaburg Road	Hebron	Kentucky	41048	859-363-0899
5844	Anchor Way Enterprise, Inc.	4086 Limaburg Road	Hebron	Kentucky	41048	859-363-0899
6404	Anchor Way Enterprise, Inc.	4086 Limaburg Road	Hebron	Kentucky	41048	859-363-0899
6405	Anchor Way Enterprise, Inc.	4086 Limaburg Road	Hebron	Kentucky	41048	859-363-0899
10018	Anchor Way Enterprise, Inc.	4086 Limaburg Road	Hebron	Kentucky	41048	859-363-0899
11306	Anchor Way Enterprise, Inc.	4086 Limaburg Road	Hebron	Kentucky	41048	859-363-0899
11479	Anchor Way Enterprise, Inc.	4086 Limaburg Road	Hebron	Kentucky	41048	859-363-0899
11305	Porchlight Louisville, LLC	123 Venture Court Suites 4 & 5	Lexington	Kentucky	40511	502-261-1755
9822	Restoration by Rich Inc.	1034 Nandino Boulevard	Lexington	Kentucky	40511	859-309-9964
9881	Restoration by Rich Inc.	1034 Nandino Boulevard	Lexington	Kentucky	40511	859-309-9964
10107	Restoration by Rich Inc.	1034 Nandino Boulevard	Lexington	Kentucky	40511	859-309-9964

#	Entity Name	Address	City	State	Zip	Telephone
11195	Liberty Restoration Group, Inc.	8003 Vine Crest Ave Unit 9	Louisville	Kentucky	40222	502-901-3473
11196	Liberty Restoration Group, Inc.	8003 Vine Crest Ave Unit 9	Louisville	Kentucky	40222	502-901-3473
11197	Liberty Restoration Group, Inc.	8003 Vine Crest Ave Unit 9	Louisville	Kentucky	40222	502-901-3473
10367	Porchlight Louisville, LLC	11524 Blankenbaker Access Drive	Louisville	Kentucky	40299	502-261-1755
11343	Porchlight Louisville, LLC	11524 Blankenbaker Access Drive	Louisville	Kentucky	40299	502-261-1755
2797	J.B. Clark Services, Inc.	3923 Independence Drive	Alexandria	Louisiana	71303	318-442-7378
10091	Kennedy Service Group, LLC	8316 Billiu Street	Baton Rouge	Louisiana	70817	225-931-8685
6749	Latuso Investments, LLC	14260 Forest Heights	Gonzales	Louisiana	70737	225-715-2806
9269	Latuso Investments, LLC	14260 Forest Heights	Gonzales	Louisiana	70737	225-715-2806
10138	Latuso Investments, LLC	14260 Forest Heights	Gonzales	Louisiana	70737	225-715-2806
8582	Robert Latuso, LLC	14260 Forest Heights	Gonzales	Louisiana	70737	225-715-2806
2793	Gene Rhodes Enterprises, Inc.	301 Howard Avenue	Houma	Louisiana	70363	985-872-1029
6292	Neil Coggins Enterprises, LLC	201 Ellington Avenue	Luling	Louisiana	70070	504-469-2044
6293	Neil Coggins Enterprises, LLC	201 Ellington Avenue	Luling	Louisiana	70070	504-469-2044
9163	Neil Coggins Enterprises, LLC	201 Ellington Avenue	Luling	Louisiana	70070	504-469-2044
7472	Primero Services, Inc.	1759 L & A Road	Metairie	Louisiana	70001	504-832-9944
9317	Primero Services, Inc.	1759 L & A Road	Metairie	Louisiana	70001	504-832-9944
10128	Primero Services, Inc.	1759 L & A Road	Metairie	Louisiana	70001	504-832-9944
11395	Primero Services, Inc.	1759 L & A Road	Metairie	Louisiana	70001	504-832-9944
2796	BVH Cleaning Services, Inc.	101 Verret Street	New Orleans	Louisiana	70114	504-362-4700
9934	ServiceMaster Building Services, Inc.	101 Verret Street	New Orleans	Louisiana	70114	504-362-4700
9263	Huey H. Miller, Sr. LLC	119 Credit Drive	Scott	Louisiana	70583	337-234-1289
2768	Mary Miller	119 Credit Drive	Scott	Louisiana	70583	337-234-1289
6214	Mary Miller	119 Credit Drive	Scott	Louisiana	70583	337-234-1289
8328	Mary Miller	119 Credit Drive	Scott	Louisiana	70583	337-234-1289
11164	BSRK, Inc.	5110 Mansfield Rd	Shreveport	Louisiana	71008	318-300-1206
9262	Mary Miller	9648 St. Vincent Ave	Shreveport	Louisiana	71006	318-861-1009
2800	Langeco, LLC	121 Dawn Lane	West Monroe	Louisiana	71292	318-325-2191
10660	Langeco, LLC	121 Dawn Lane	West Monroe	Louisiana	71292	318-325-2191
8537	Katahdin Stream Partners, Inc.	29 Brickyard Circle	Auburn	Maine	04210	800-244-7630
8539	Katahdin Stream Partners, Inc.	29 Brickyard Circle	Auburn	Maine	04210	800-244-7630

#	Entity Name	Address	City	State	Zip	Telephone
9053	Katahdin Stream Partners, Inc.	29 Brickyard Circle	Auburn	Maine	04210	800-244-7630
8543	Katahdin Stream Partners, Inc.	60 Gray Road	Falmouth	Maine	04105	207-879-7668
8124	AFAM, LLC, CCAPS, LLC, MAJE, LLC	14 Wiley Road	Saco	Maine	04072	603-552-6335
8651	AFAM, LLC, CCAPS, LLC, MAJE, LLC	14 Wiley Road	Saco	Maine	04072	603-552-6335
8688	AFAM, LLC, CCAPS, LLC, MAJE, LLC	14 Wiley Road	Saco	Maine	04072	603-552-6335
2021	R & J Bostwick Company, Inc.	6631 Quad Avenue	Baltimore	Maryland	21237	410-780-1700
6400	Singer Services, Inc.	6710 Moravia Park Drive	Baltimore	Maryland	21237	410-563-2600
7389	Singer Services, Inc.	6710 Moravia Park Drive	Baltimore	Maryland	21237	410-563-2600
7391	Singer Services, Inc.	6710 Moravia Park Drive	Baltimore	Maryland	21237	410-563-2600
7392	Singer Services, Inc.	6710 Moravia Park Drive	Baltimore	Maryland	21237	410-563-2600
7393	Singer Services, Inc.	6710 Moravia Park Drive	Baltimore	Maryland	21237	410-563-2600
8412	Singer Services, Inc.	6710 Moravia Park Drive	Baltimore	Maryland	21237	410-563-2600
9318	Singer Services, Inc.	6710 Moravia Park Drive	Baltimore	Maryland	21237	410-563-2600
10580	Singer Services, Inc.	6710 Moravia Park Drive	Baltimore	Maryland	21237	410-563-2600
10581	Singer Services, Inc.	6710 Moravia Park Drive	Baltimore	Maryland	21237	410-563-2600
8088	America's Restoration Services, LLC	9243 Hampton Overlook	Capital Heights	Maryland	20743	301-333-0400
8090	America's Restoration Services, LLC	9243 Hampton Overlook	Capital Heights	Maryland	20743	301-333-0400
9179	America's Restoration Services, LLC	9243 Hampton Overlook	Capital Heights	Maryland	20743	301-333-0400
9182	America's Restoration Services, LLC	9243 Hampton Overlook	Capital Heights	Maryland	20743	301-333-0400
9183	America's Restoration Services, LLC	9243 Hampton Overlook	Capital Heights	Maryland	20743	301-333-0400
9770	America's Restoration Services, LLC	9243 Hampton Overlook	Capital Heights	Maryland	20743	301-333-0400
10222	America's Restoration Services, LLC	9243 Hampton Overlook	Capital Heights	Maryland	20743	301-333-0400
2025	SFTK, Inc.	14409 ServiceMaster Lane S.E.	Cumberland	Maryland	21502	301-722-8459
5577	SFTK, Inc.	14409 ServiceMaster Lane S.E.	Cumberland	Maryland	21502	301-722-8459
10051	SFTK, Inc.	14409 ServiceMaster Lane S.E.	Cumberland	Maryland	21502	301-722-8459
10053	SFTK, Inc.	14409 ServiceMaster Lane S.E.	Cumberland	Maryland	21502	301-722-8459
11405	SFTK, Inc.	14409 ServiceMaster Lane S.E.	Cumberland	Maryland	21502	301-722-8459
11406	SFTK, Inc.	14409 ServiceMaster Lane S.E.	Cumberland	Maryland	21502	301-722-8459
5108	D.R. Ducks, Inc.	26 Bratton Road	Elkton	Maryland	21921	410-392-4900
9304	D.R. Ducks, Inc.	26 Bratton Road	Elkton	Maryland	21921	410-392-4900
10543	D.R. Ducks, Inc.	26 Bratton Road	Elkton	Maryland	21921	410-392-4900

#	Entity Name	Address	City	State	Zip	Telephone
10551	Neumann & Co LLC	126 Industrial Lane Suite 1	Forest Hill	Maryland	21050	410-836-0382
10552	Neumann & Co LLC	126 Industrial Lane Suite 1	Forest Hill	Maryland	21050	410-836-0382
1995	Vintage Cleaning Corporation, Inc.	1539 Tilco Drive #124	Frederick	Maryland	21704	301-972-9100
4780	Vintage Cleaning Corporation, Inc.	1539 Tilco Drive #124	Frederick	Maryland	21704	301-972-9100
4781	Vintage Cleaning Corporation, Inc.	1539 Tilco Drive #124	Frederick	Maryland	21704	301-972-9100
5180	Vintage Cleaning Corporation, Inc.	1539 Tilco Drive #124	Frederick	Maryland	21704	301-972-9100
8426	Vintage Cleaning Corporation, Inc.	1539 Tilco Drive #124	Frederick	Maryland	21704	301-972-9100
8427	Vintage Cleaning Corporation, Inc.	1539 Tilco Drive #124	Frederick	Maryland	21704	301-972-9100
8428	Vintage Cleaning Corporation, Inc.	1539 Tilco Drive #124	Frederick	Maryland	21704	301-972-9100
8429	Vintage Cleaning Corporation, Inc.	1539 Tilco Drive #124	Frederick	Maryland	21704	301-972-9100
9472	Vintage Cleaning Corporation, Inc.	1539 Tilco Drive #124	Frederick	Maryland	21704	301-972-9100
8545	Cross Restoration, Inc.	2904 Back Acre Circle Suite 102	Mount Airy	Maryland	21771	301-829-1700
8546	Cross Restoration, Inc.	2904 Back Acre Circle Suite 102	Mount Airy	Maryland	21771	301-829-1700
8547	Cross Restoration, Inc.	2904 Back Acre Circle Suite 102	Mount Airy	Maryland	21771	301-829-1700
8548	Cross Restoration, Inc.	2904 Back Acre Circle Suite 102	Mount Airy	Maryland	21771	301-829-1700
9727	Cross Restoration, Inc.	2904 Back Acre Circle Suite 102	Mount Airy	Maryland	21771	301-829-1700
10642	Marchese Construction Company, Incorporated	8822 Belair Rd.	Nottingham	Maryland	21236	410-710-3608
10659	Marchese Construction Company, Incorporated	8822 Belair Rd.	Nottingham	Maryland	21236	410-710-3608
2023	Paul Lin Enterprises, Inc.	1921 Northwood Drive	Salisbury	Maryland	21801	302-628-8700
7578	Paul Lin Enterprises, Inc.	1921 Northwood Drive	Salisbury	Maryland	21801	302-628-8700
7772	Paul Lin Enterprises, Inc.	1921 Northwood Drive	Salisbury	Maryland	21801	302-628-8700
7916	Paul-Lin Enterprises, Inc.	1921 Northwood Drive	Salisbury	Maryland	21801	302-628-8700
9420	Restoration Services by Paramount, LLC	8725 Loch Raven Blvd. Mezzanine	Towson	Maryland	21286	410-862-2205
9421	Restoration Services by Paramount, LLC	8725 Loch Raven Blvd. Mezzanine	Towson	Maryland	21286	410-862-2205
9422	Restoration Services by Paramount, LLC	8725 Loch Raven Blvd. Mezzanine	Towson	Maryland	21286	410-862-2205
1632	Hattie & Alfred Inc.	58-60 Gallivan Boulevard	Boston	Massachusetts	02124	617-288-3503
1639	Gilmore Brothers, Inc.	390 Lenox Street	Norwood	Massachusetts	02062	508-620-0552
5222	Gilmore Brothers, Inc.	390 Lenox Street	Norwood	Massachusetts	02062	508-620-0552
8149	Gilmore Brothers, Inc.	390 Lenox Street	Norwood	Massachusetts	02062	508-620-0552

#	Entity Name	Address	City	State	Zip	Telephone
11450	Gilmore Brothers, Inc.	390 Lenox Street	Norwood	Massachusetts	02062	508-620-0552
11451	Gilmore Brothers, Inc.	390 Lenox Street	Norwood	Massachusetts	02062	508-620-0552
11329	BKD, Inc.	3 Westview Road	Pittsfield	Massachusetts	01201	413-445-5678
11330	BKD, Inc.	3 Westview Road	Pittsfield	Massachusetts	01201	413-445-5678
5179	Dynamic Cleaning, Inc.	6 High Steet Unit #6	Plainville	Massachusetts	02762	800-865-5157
5590	Dynamic Cleaning, Inc.	6 High Steet Unit #6	Plainville	Massachusetts	02762	800-865-5157
5876	Dynamic Cleaning, Inc.	6 High Steet Unit #6	Plainville	Massachusetts	02762	800-865-5157
5877	Dynamic Cleaning, Inc.	6 High Steet Unit #6	Plainville	Massachusetts	02762	800-865-5157
9500	Dynamic Cleaning, Inc.	6 High Steet Unit #6	Plainville	Massachusetts	02762	800-865-5157
9501	Dynamic Cleaning, Inc.	6 High Steet Unit #6	Plainville	Massachusetts	02762	800-865-5157
9503	Dynamic Cleaning, Inc.	6 High Steet Unit #6	Plainville	Massachusetts	02762	800-865-5157
1637	ServiceMaster Of South Shore, Inc.	9 Ford Place	Scituate	Massachusetts	02066-0004	781-545-2700
5060	ServiceMaster Of South Shore, Inc.	9 Ford Place	Scituate	Massachusetts	02066-0004	781-545-2700
7617	ServiceMaster Of South Shore, Inc.	9 Ford Place	Scituate	Massachusetts	02066-0004	781-545-2700
9944	ServiceMaster Of South Shore, Inc.	9 Ford Place	Scituate	Massachusetts	02066-0004	781-545-2700
5304	Geoffrion, Inc.	38 Mill Street	Springfield	Massachusetts	01108	413-737-0017
5774	Geoffrion, Inc.	38 Mill Street	Springfield	Massachusetts	01108	413-737-0017
4324	Total Clean, Inc.	154 A Pratts Junction Road	Sterling	Massachusetts	01564	978-343-7300
5734	Total Clean, Inc.	154 A Pratts Junction Road	Sterling	Massachusetts	01564	978-343-7300
7248	Total Clean, Inc.	154 A Pratts Junction Road	Sterling	Massachusetts	01564	978-343-7300
9776	Total Clean, Inc.	154 A Pratts Junction Road	Sterling	Massachusetts	01564	978-343-7300
5253	Disaster Associates, Inc.	228 Main Street	Stoneham	Massachusetts	02180	781-246-4557
5491	Disaster Associates, Inc.	228 Main Street	Stoneham	Massachusetts	02180	781-246-4557
5694	Disaster Associates, Inc.	228 Main Street	Stoneham	Massachusetts	02180	781-246-4557
5730	Disaster Associates, Inc.	228 Main Street	Stoneham	Massachusetts	02180	781-246-4557
7662	Disaster Associates, Inc.	228 Main Street	Stoneham	Massachusetts	02180	781-246-4557
7663	Disaster Associates, Inc.	228 Main Street	Stoneham	Massachusetts	02180	781-246-4557
8551	Disaster Associates, Inc.	228 Main Street	Stoneham	Massachusetts	02180	781-246-4557

#	Entity Name	Address	City	State	Zip	Telephone
10150	Disaster Associates, Inc.	228 Main Street	Stoneham	Massachusetts	02180	781-246-4557
1647	Robert D. Gaudet & Sons Cleaning Services, Inc.	6 Jefferson Avenue	Woburn	Massachusetts	01801	781-932-1171
9282	Robert D. Gaudet & Sons Cleaning Services, Inc.	6 Jefferson Avenue	Woburn	Massachusetts	01801	781-932-1171
9283	Robert D. Gaudet & Sons Cleaning Services, Inc.	6 Jefferson Avenue	Woburn	Massachusetts	01801	781-932-1171
3095	Phillips Restoration LLC	PO BOX 21	Ada	Michigan	49301	616-248-0241
3101	Phillips Restoration LLC	PO BOX 21	Ada	Michigan	49301	616-248-0241
10121	A.N.D. Services, LLC	937 W. Beecher Street Suite C	Adrian	Michigan	49221	517-265-8084
10123	A.N.D. Services, LLC	937 W. Beecher Street Suite C	Adrian	Michigan	49221	517-265-8084
10312	A.N.D. Services, LLC	937 W. Beecher Street Suite C	Adrian	Michigan	49221	517-265-8084
10706	Phillips Restoration, LLC	2342 Lincoln Rd	Allegan	Michigan	49010	616-396-2434
10707	Phillips Restoration, LLC	2342 Lincoln Rd	Allegan	Michigan	49010	616-396-2434
10708	Phillips Restoration, LLC	2342 Lincoln Rd	Allegan	Michigan	49010	616-396-2434
5716	R & K Services, Inc.	128 Grant St	Alpena	Michigan	49707	989-358-2600
8319	S.C. Oliverio, Inc.	2777 Cook Creek Drive	Ann Arbor	Michigan	48103	734-946-9469
9027	S.C. Oliverio, Inc.	2777 Cook Creek Drive	Ann Arbor	Michigan	48103	734-946-9469
9943	S.C. Oliverio, Inc.	2777 Cook Creek Drive	Ann Arbor	Michigan	48103	734-946-9469
4750	Air Care of Michigan, Inc.	979 South Old US Highway 23	Brighton	Michigan	48114	810-222-2323
6187	Air Care of Michigan, Inc.	979 South Old US Highway 23	Brighton	Michigan	48114	810-222-2323
6190	Air Care of Michigan, Inc.	979 South Old US Highway 23	Brighton	Michigan	48114	810-222-2323
7103	Air Care of Michigan, Inc.	979 South Old US Highway 23	Brighton	Michigan	48114	810-222-2323
5370	Clark Service Corporation	979 South Old US Highway 23	Brighton	Michigan	48114	810-222-2323
5883	Clark Service Corporation	979 South Old US Highway 23	Brighton	Michigan	48114	810-222-2323
5884	Clark Service Corporation	979 South Old US Highway 23	Brighton	Michigan	48114	810-222-2323
7956	Priority Restoration Services, Inc.	977 S Old US Highway 23	Brighton	Michigan	48114	810-222-2323
7957	Priority Restoration Services, Inc.	977 S Old US Highway 23	Brighton	Michigan	48114	810-222-2323
7958	Priority Restoration Services, Inc.	977 S Old US Highway 23	Brighton	Michigan	48114	810-222-2323
7961	Priority Restoration Services, Inc.	977 S Old US Highway 23	Brighton	Michigan	48114	810-222-2323
9074	Fuson Bros., LLC	3387 E. Bristol Road	Burton	Michigan	48529	9894231311
9772	Fuson Bros., LLC	3387 E. Bristol Road	Burton	Michigan	48529	9894231311

#	Entity Name	Address	City	State	Zip	Telephone
10772	Fuson Bros., LLC	3387 E. Bristol Road	Burton	Michigan	48529	9894231311
10773	Fuson Bros., LLC	3387 E. Bristol Road	Burton	Michigan	48529	9894231311
11238	Fuson Bros., LLC	3387 E. Bristol Road	Burton	Michigan	48529	810-659-4013
11239	Fuson Bros., LLC	3387 E. Bristol Road	Burton	Michigan	48529	810-659-4013
11240	Fuson Bros., LLC	3387 E. Bristol Road	Burton	Michigan	48529	810-659-4013
11241	Fuson Bros., LLC	3387 E. Bristol Road	Burton	Michigan	48529	810-659-4013
11351	Fuson Bros., LLC	3387 E. Bristol Road	Burton	Michigan	48529	810-659-4013
11352	Fuson Bros., LLC	3387 E. Bristol Road	Burton	Michigan	48529	810-659-4013
11353	Fuson Bros., LLC	3387 E. Bristol Road	Burton	Michigan	48529	810-659-4013
9888	313 AirDuct, LLC	25150 W. Warren St.	Dearborn Heights	Michigan	48127	313-317-4000
9890	313 AirDuct, LLC	25150 W. Warren St.	Dearborn Heights	Michigan	48127	313-317-4000
9891	313 AirDuct, LLC	25150 W. Warren St.	Dearborn Heights	Michigan	48127	313-317-4000
10109	313 AirDuct, LLC	25150 W. Warren St.	Dearborn Heights	Michigan	48127	313-317-4000
10111	313 AirDuct, LLC	25150 W. Warren St.	Dearborn Heights	Michigan	48127	313-317-4000
9087	Disaster Services of Michigan LLC	24039 Research Drive	Farmington HIlls	Michigan	48335	248-987-6430
9088	Disaster Services of Michigan LLC	24039 Research Drive	Farmington HIlls	Michigan	48335	248-987-6430
9089	Disaster Services of Michigan LLC	24039 Research Drive	Farmington HIlls	Michigan	48335	248-987-6430
10419	Disaster Services of Michigan LLC	24039 Research Drive	Farmington HIlls	Michigan	48335	248-987-6430
5615	Krista Martin	31015 Grand River Ave.	Farmington HIlls	Michigan	48336	734-354-5000
5616	Krista Martin	31015 Grand River Ave.	Farmington HIlls	Michigan	48336	734-354-5000
5617	Krista Martin	31015 Grand River Ave.	Farmington HIlls	Michigan	48336	734-354-5000
9465	Phillips Restoration LLC	2017 Calvin Ave SE	Grand Rapids	Michigan	49507	616-531-4301
9466	Phillips Restoration LLC	2017 Calvin Ave SE	Grand Rapids	Michigan	49507	616-531-4301
9467	Phillips Restoration LLC	2017 Calvin Ave SE	Grand Rapids	Michigan	49507	616-531-4301
9845	Huisken Enterprises, LLC	3063 Broadway Ave. SW	Grandville	Michigan	49418	616-930-3889
9846	Huisken Enterprises, LLC	3063 Broadway Ave. SW	Grandville	Michigan	49418	616-930-3889
11423	Huisken Enterprises, LLC	3063 Broadway Ave. SW	Grandville	Michigan	49418	616-930-3889
11424	Huisken Enterprises, LLC	3063 Broadway Ave. SW	Grandville	Michigan	49418	616-930-3889
4846	Kal-Kleen, Inc.	3344 Ravine Road	Kalamazoo	Michigan	49006-1423	269-344-3600

#	Entity Name	Address	City	State	Zip	Telephone
10460	Kal-Kleen, Inc.	3344 Ravine Road	Kalamazoo	Michigan	49006-1423	269-344-3600
11371	Kal-Kleen, Inc.	3344 Ravine Road	Kalamazoo	Michigan	49006-1423	269-344-3600
10485	RAI Restoration LLC	2871 Jolly Road	Okemos	Michigan	48864	800-336-5789
10486	RAI Restoration LLC	2871 Jolly Road	Okemos	Michigan	48864	800-336-5789
10487	RAI Restoration LLC	2871 Jolly Road	Okemos	Michigan	48864	800-336-5789
10488	RAI Restoration LLC	2871 Jolly Road	Okemos	Michigan	48864	800-336-5789
10493	RAI Restoration LLC	2871 Jolly Road	Okemos	Michigan	48864	800-336-5789
3139	Mark Kulbaba, Inc.	21186 Bridge Street	Southfield	Michigan	48033	248-353-0111
10859	Huisken Enterprises, LLC	536 Oak Street	Spring Lake	Michigan	49456	616-842-3131
10860	Huisken Enterprises, LLC	536 Oak Street	Spring Lake	Michigan	49456	616-842-3131
11147	Fuson Bros., LLC	3520 Rennie School Rd.	Traverse City	Michigan	49685	810-659-4013
6624	Restoration Disaster Services, LLC	4129 Kendall Road	Warren	Michigan	48091	248-284-1200
7705	Restoration Disaster Services, LLC	4129 Kendall Road	Warren	Michigan	48091	248-284-1200
7706	Restoration Disaster Services, LLC	4129 Kendall Road	Warren	Michigan	48091	248-284-1200
7707	Restoration Disaster Services, LLC	4129 Kendall Road	Warren	Michigan	48091	248-284-1200
7708	Restoration Disaster Services, LLC	4129 Kendall Road	Warren	Michigan	48091	248-284-1200
9261	Restoration Disaster Services, LLC	4129 Kendall Road	Warren	Michigan	48091	248-284-1200
5340	Air Care of Michigan, Inc.	1139 146th Avenue	Wayland	Michigan	49348	616-877-0760
4044	DVCM of the Lakes Area, Inc.	203 Lake Street	Alexandria	Minnesota	56308	320-763-5551
5278	DVCM of the Lakes Area, Inc.	203 Lake Street	Alexandria	Minnesota	56308	320-763-5551
9535	A.J.S of Des Moines, Inc.	2103 14th St NE Ste B	Austin	Minnesota	55912	8007278515
4040	Retka Enterprises, Inc.	7611 College Road South	Baxter	Minnesota	56425	218-829-4076
5576	Retka Enterprises, Inc.	7611 College Road South	Baxter	Minnesota	56425	218-829-4076
10379	DSI Holdings Corporation	3205 Mike Collins Dr.	Eagan	Minnesota	55121	651-483-3636
10380	DSI Holdings Corporation	3205 Mike Collins Dr.	Eagan	Minnesota	55121	651-483-3636
10381	DSI Holdings Corporation	3205 Mike Collins Dr.	Eagan	Minnesota	55121	651-483-3636
10382	DSI Holdings Corporation	3205 Mike Collins Dr.	Eagan	Minnesota	55121	651-483-3636
10383	DSI Holdings Corporation	3205 Mike Collins Dr.	Eagan	Minnesota	55121	651-483-3636
10385	DSI Holdings Corporation	3205 Mike Collins Dr.	Eagan	Minnesota	55121	651-483-3636

#	Entity Name	Address	City	State	Zip	Telephone
10386	DSI Holdings Corporation	3205 Mike Collins Dr.	Eagan	Minnesota	55121	651-483-3636
10387	DSI Holdings Corporation	3205 Mike Collins Dr.	Eagan	Minnesota	55121	651-483-3636
10388	DSI Holdings Corporation	3205 Mike Collins Dr.	Eagan	Minnesota	55121	651-483-3636
10393	DSI Holdings Corporation	3205 Mike Collins Dr.	Eagan	Minnesota	55121	651-483-3636
10394	DSI Holdings Corporation	3205 Mike Collins Dr.	Eagan	Minnesota	55121	651-483-3636
11404	JDS Moline, Inc.	101 Station 44 Rd	Eveleth	Minnesota	55734	701-478-9968
9533	A.J.S of Des Moines, Inc.	1320 E Winnebago Avenue	Fairmont	Minnesota	56031	8007278515
9991	JDS Moline, Inc.	2010 MN-210	Fergus Falls	Minnesota	56537	701-642-5647
9992	JDS Moline, Inc.	2010 MN-210	Fergus Falls	Minnesota	56537	701-642-5647
9117	Jeff Peterson	1100 Pokegama Avenue S	Grand Rapids	Minnesota	55744	218-326-3948
9585	T & G Enterprises, Inc.	611 11th Street	International Falls	Minnesota	56649	218-283-4775
4052	Retka Enterprises, Inc.	1005 Lindbergh Drive North	Little Falls	Minnesota	56345	320-632-3117
10369	DSI Holdings Corporation	9702 85th Ave N.	Maple Grove	Minnesota	55369	763-424-4100
10370	DSI Holdings Corporation	9702 85th Ave N.	Maple Grove	Minnesota	55369	763-424-4100
10371	DSI Holdings Corporation	9702 85th Ave N.	Maple Grove	Minnesota	55369	763-424-4100
10372	DSI Holdings Corporation	9702 85th Ave N.	Maple Grove	Minnesota	55369	763-424-4100
10373	DSI Holdings Corporation	9702 85th Ave N.	Maple Grove	Minnesota	55369	763-424-4100
10374	DSI Holdings Corporation	9702 85th Ave N.	Maple Grove	Minnesota	55369	763-424-4100
10375	DSI Holdings Corporation	9702 85th Ave N.	Maple Grove	Minnesota	55369	763-424-4100
10376	DSI Holdings Corporation	9702 85th Ave N.	Maple Grove	Minnesota	55369	763-424-4100
10377	DSI Holdings Corporation	9702 85th Ave N.	Maple Grove	Minnesota	55369	763-424-4100
10378	DSI Holdings Corporation	9702 85th Ave N.	Maple Grove	Minnesota	55369	763-424-4100
10395	DSI Holdings Corporation	9702 85th Ave N.	Maple Grove	Minnesota	55369	763-424-4100
11095	ServiceMaster of St. Cloud , Inc.	1702 27th Street South	Moorhead	Minnesota	56560	320-252-4622
6828	St. Cloud Restoration, LLC	1702 27th Street South	Moorhead	Minnesota	56560	320-252-4622
10700	St. Cloud Restoration, LLC	1702 27th Street South	Moorhead	Minnesota	56560	320-252-4622
10702	St. Cloud Restoration, LLC	1702 27th Street South	Moorhead	Minnesota	56560	320-252-4622
11094	St. Cloud Restoration, LLC	1702 27th Street South	Moorhead	Minnesota	56560	320-252-4622
11175	St. Cloud Restoration, LLC	1702 27th Street South	Moorhead	Minnesota	56560	320-252-4622
8866	Andert Enterprises, Inc.	2472 7th Avenue East	North St. Paul	Minnesota	55109	651-644-3531
7660	OSC of Northfield, Inc.	450 Armstrong Road	Northfield	Minnesota	55057	507-366-7149

#	Entity Name	Address	City	State	Zip	Telephone
7661	OSC of Northfield, Inc.	450 Armstrong Road	Northfield	Minnesota	55057	507-366-7149
8655	QSC Of Northfield, Inc.	450 Armstrong Road	Northfield	Minnesota	55057	507-366-7149
10674	QSC Of Northfield, Inc.	450 Armstrong Road	Northfield	Minnesota	55057	507-366-7149
10676	QSC Of Northfield, Inc.	450 Armstrong Road	Northfield	Minnesota	55057	507-366-7149
10678	QSC Of Northfield, Inc.	450 Armstrong Road	Northfield	Minnesota	55057	507-366-7149
9539	ECC Disaster Services, Inc.	821 Tile Drive	Red Wing	Minnesota	55066	651-388-4444
5584	Mesenburg Enterprises, Inc.	4521 Hwy 14 W	Rochester	Minnesota	55901	507-282-5747
1414	Rusciano Group, Inc.	7320 Oxford Street	St Louis Park	Minnesota	55426	612-871-3885
1435	Rusciano Group, Inc.	7320 Oxford Street	St Louis Park	Minnesota	55426	612-871-3885
1436	Rusciano Group, Inc.	7320 Oxford Street	St Louis Park	Minnesota	55426	612-871-3885
4537	Rusciano Group, Inc.	7320 Oxford Street	St Louis Park	Minnesota	55426	612-871-3885
5099	Rusciano Group, Inc.	7320 Oxford Street	St Louis Park	Minnesota	55426	612-871-3885
5416	Rusciano Group, Inc.	7320 Oxford Street	St Louis Park	Minnesota	55426	612-871-3885
6543	Rusciano Group, Inc.	7320 Oxford Street	St Louis Park	Minnesota	55426	612-871-3885
7736	Rusciano Group, Inc.	7320 Oxford Street	St Louis Park	Minnesota	55426	612-871-3885
7737	Rusciano Group, Inc.	7320 Oxford Street	St Louis Park	Minnesota	55426	612-871-3885
7741	Rusciano Group, Inc.	7320 Oxford Street	St Louis Park	Minnesota	55426	612-871-3885
10233	Rusciano Group, Inc.	7320 Oxford Street	St Louis Park	Minnesota	55426	612-871-3885
10234	Rusciano Group, Inc.	7320 Oxford Street	St Louis Park	Minnesota	55426	612-871-3885
5490	Myrdal Enterprises, Inc.	1303 7th Ave.	Two Harbors	Minnesota	55616	218-834-6513
7302	Retka Enterprises, Inc.	1204 Jefferson Street North	Wadena	Minnesota	56482	218-631-1094
4056	St. Cloud Restoration, LLC	525 Progress Road	Waite Park	Minnesota	56387	320-252-4622
5183	St. Cloud Restoration, LLC	525 Progress Road	Waite Park	Minnesota	56387	320-252-4622
5993	St. Cloud Restoration, LLC	525 Progress Road	Waite Park	Minnesota	56387	320-252-4622
6101	St. Cloud Restoration, LLC	525 Progress Road	Waite Park	Minnesota	56387	320-252-4622
6326	St. Cloud Restoration, LLC	525 Progress Road	Waite Park	Minnesota	56387	320-252-4622
6327	St. Cloud Restoration, LLC	525 Progress Road	Waite Park	Minnesota	56387	320-252-4622
8616	St. Cloud Restoration, LLC	525 Progress Road	Waite Park	Minnesota	56387	320-252-4622
10896	St. Cloud Restoration, LLC	525 Progress Road	Waite Park	Minnesota	56387	320-252-4622
5559	Wallace Restoration Services, LLC	1338 Hwy 51 N	Brookhaven	Mississippi	39601	601-823-9124
9399	Wallace Restoration Services, LLC	1338 Hwy 51 N	Brookhaven	Mississippi	39601	601-823-9124

#	Entity Name	Address	City	State	Zip	Telephone
9754	Wallace Restoration Services, LLC	1338 Hwy 51 N	Brookhaven	Mississippi	39601	601-823-9124
10042	Wallace Restoration Services, LLC	1338 Hwy 51 N	Brookhaven	Mississippi	39601	601-823-9124
10160	Wallace Restoration Services, LLC	1338 Hwy 51 N	Brookhaven	Mississippi	39601	601-823-9124
8602	WMD, LLC	119 Cypress Cove	Flowood	Mississippi	39232	601-933-8415
10819	WMD, LLC	3100 15th Street	Gulfport	Mississippi	39501	228-213-0230
10820	WMD, LLC	3100 15th Street	Gulfport	Mississippi	39501	228-213-0230
4955	Renz Services LLC	2320 Sandy Lane	Laurel	Mississippi	39443	601-649-1131
6969	Renz Services LLC	2320 Sandy Lane	Laurel	Mississippi	39443	601-649-1131
6605	Bath Enterprises, Inc.	18400 Old Port Gibson Road	Raymond	Mississippi	39154	601-857-5780
11468	SCS Restoration LLC	402 US Highway 49	Seminary	Mississippi	39479	601-823-9124
11469	SCS Restoration LLC	402 US Highway 49	Seminary	Mississippi	39479	601-823-9124
11470	SCS Restoration LLC	402 US Highway 49	Seminary	Mississippi	39479	601-823-9124
11471	SCS Restoration LLC	402 US Highway 49	Seminary	Mississippi	39479	601-823-9124
11472	SCS Restoration LLC	402 US Highway 49	Seminary	Mississippi	39479	601-823-9124
9552	WMD LLC	1430 Louisville Street	Starkville	Mississippi	39759	601-826-5926
9652	FAE & Sons, LLC	1230 Dac Cv.	Terry	Mississippi	39170	601-320-8925
8741	C & R Recovery, L.L.C.	1060 South Eason Blvd.	Tupelo	Mississippi	38804	662-841-7773
2400	Mutter & Associates, Inc.	2223 Grove Street	Vicksburg	Mississippi	39183	601-636-5630
6335	Kinser Enterprises, LLC	10620 N. Highway V V	Columbia	Missouri	65202	573-443-8383
6336	Kinser Enterprises, LLC	10620 N. Highway V V	Columbia	Missouri	65202	573-443-8383
6971	Kinser Enterprises, LLC	10620 N. Highway V V	Columbia	Missouri	65202	573-443-8383
9348	MMCT RESTORATION SERVICES LLC	9130 Old State Route 21	Hillsboro	Missouri	63050	636-797-8588
11284	MMCT RESTORATION SERVICES LLC	9130 Old State Route 21	Hillsboro	Missouri	63050	636-797-8588
9036	MMCT Restoration Services, LLC	9130 Old State Route 21	Hillsboro	Missouri	63050	636-797-8588
9582	MMCT Restoration Services, LLC	9130 Old State Route 21	Hillsboro	Missouri	63050	636-797-8588
9583	MMCT Restoration Services, LLC	9130 Old State Route 21	Hillsboro	Missouri	63050	636-797-8588
9584	MMCT Restoration Services, LLC	9130 Old State Route 21	Hillsboro	Missouri	63050	636-797-8588
9654	MMCT Restoration Services, LLC	9130 Old State Route 21	Hillsboro	Missouri	63050	636-797-8588
9513	Aerodry Disaster Restoration	1221 Creek Trail Drive	Jefferson City	Missouri	65109	573-634-3651
9514	Aerodry Disaster Restoration	1221 Creek Trail Drive	Jefferson City	Missouri	65109	573-634-3651
8197	CPF, LLC	1200 N. Baltimore	Kirksville	Missouri	63501	660-665-3889

#	Entity Name	Address	City	State	Zip	Telephone
8198	CPF, LLC	1200 N. Baltimore	Kirksville	Missouri	63501	660-665-3889
1542	DSI Holdings Corporation	416 SE Fleetway Circle	Lee's Summit	Missouri	66227	800-954-9444
8323	DSI Holdings Corporation	416 SE Fleetway Circle	Lee's Summit	Missouri	66227	800-954-9444
10747	DSI Holdings Corporation	416 SE Fleetway Circle	Lee's Summit	Missouri	66227	800-954-9444
7496	LJC, Inc.	74 Millwell Court	Maryland Heights	Missouri	63043	314-739-4741
7498	LJC, Inc.	74 Millwell Court	Maryland Heights	Missouri	63043	314-739-4741
7499	LJC, Inc.	74 Millwell Court	Maryland Heights	Missouri	63043	314-739-4741
7500	LJC, Inc.	74 Millwell Court	Maryland Heights	Missouri	63043	314-739-4741
8641	LJC, Inc.	74 Millwell Court	Maryland Heights	Missouri	63043	314-739-4741
8642	LJC, Inc.	74 Millwell Court	Maryland Heights	Missouri	63043	314-739-4741
8643	LJC, Inc.	74 Millwell Court	Maryland Heights	Missouri	63043	314-739-4741
8644	LJC, Inc.	74 Millwell Court	Maryland Heights	Missouri	63043	314-739-4741
8645	LJC, Inc.	74 Millwell Court	Maryland Heights	Missouri	63043	314-739-4741
6286	DSI Holdings Corporation	2800 NW Platte Road	Riverside	Missouri	64150	800-954-9444
6967	DSI Holdings Corporation	2800 NW Platte Road	Riverside	Missouri	64150	800-954-9444
1746	Kolt Enterprises, Inc.	137 Compass Point Drive	Saint Charles	Missouri	63301	636-926-2040
5091	Kolt Enterprises, Inc.	137 Compass Point Drive	Saint Charles	Missouri	63301	636-926-2040
5092	Kolt Enterprises, LLC	137 Compass Point Drive	Saint Charles	Missouri	63301	636-926-2040
5093	Kolt Enterprises, LLC	137 Compass Point Drive	Saint Charles	Missouri	63301	636-926-2040
7890	Kolt Enterprises, LLC	137 Compass Point Drive	Saint Charles	Missouri	63301	636-926-2040
8737	Kolt Enterprises, LLC	137 Compass Point Drive	Saint Charles	Missouri	63301	636-926-2040
8738	Kolt Enterprises, LLC	137 Compass Point Drive	Saint Charles	Missouri	63301	636-926-2040
8739	Kolt Enterprises, LLC	137 Compass Point Drive	Saint Charles	Missouri	63301	636-926-2040
11270	MMCT RESTORATION SERVICES LLC	3244 Nash Rd	Scott City	Missouri	63780	(573)282-6368
6127	JD Enterprises LLC	7100 N. Oak Traffic Way	Smithville	Missouri	64118	816-436-6040
4974	DSI Holdings Corporation	6537 W. Independence Drive	Springfield	Missouri	65802	800-954-9444
7689	DSI Holdings Corporation	6537 W. Independence Drive	Springfield	Missouri	65802	800-954-9444
7691	DSI Holdings Corporation	6537 W. Independence Drive	Springfield	Missouri	65802	800-954-9444
7860	DSI Holdings Corporation	6537 W. Independence Drive	Springfield	Missouri	65802	800-954-9444
8698	Cleaning Unlimited, LLC	706 Porter Wagoner Boulevard	West Plains	Missouri	65775	417-256-8773
10090	Cleaning Unlimited, LLC	706 Porter Wagoner Boulevard	West Plains	Missouri	65775	417-256-8773

#	Entity Name	Address	City	State	Zip	Telephone
11231	Big Sky Restoration Services, Inc.	720 Black Hawk Street Unit H7	Billings	Montana	59106	970-471-1899
11232	Big Sky Restoration Services, Inc.	720 Black Hawk Street Unit H7	Billings	Montana	59106	970-471-1899
4759	Dellas & Kerrie Dutton	319 Tam Oshanter Road	Billings	Montana	59105	406-248-6555
9936	All Purpose Cleaning, Inc.	2400 River Drive North	Great Falls	Montana	59401	406-761-0032
6025	Dale Motley and Debra Sue Motley	2150 Highway 35	Kalispell	Montana	59901	406-752-4511
7338	KLU, Inc.	2935 Stock Yard Road Unit M2	Missoula	Montana	59801	406-752-4511
10997	JDS Moline, Inc	2021 Lee Ave	Bismarck	ND	58501	701-204-6276
10525	JLK Management, LLC	1116 Grenoble Drive	Bellevue	Nebraska	68123	402-293-1625
10526	JLK Management, LLC	1116 Grenoble Drive	Bellevue	Nebraska	68123	402-293-1625
9797	Bighorn Ventures LLC	2565 16th Avenue	Columbus	Nebraska	68601	402-563-1722
10771	Bighorn Ventures LLC	2565 16th Avenue	Columbus	Nebraska	68601	402-563-1722
8204	JLK Management, LLC	232 SW 31st Street	Lincoln	Nebraska	68522	402-434-2197
9233	JLK Management, LLC	232 SW 31st Street	Lincoln	Nebraska	68522	402-434-2197
9237	JLK Management, LLC	232 SW 31st Street	Lincoln	Nebraska	68522	402-434-2197
11097	D & A Cleaners, Inc.	1118 Riverside Blvd	Norfolk	Nebraska	68701	402-379-0357
2954	Joel and Elizabeth Bennett	218 North Buffalo Bill Avenue	North Platte	Nebraska	69101	308-534-4378
6593	Chader Enterprises, LLC	5350 F Street	Omaha	Nebraska	68117	402-339-9911
9685	Chader Enterprises, LLC	5350 F Street	Omaha	Nebraska	68117	402-339-9911
8023	DAS II, LLC	6806 N 92nd Avenue	Omaha	Nebraska	68132	402-932-5477
8267	DAS II, LLC	6806 N 92nd Avenue	Omaha	Nebraska	68132	402-932-5477
9085	DAS II, LLC	6806 N 92nd Avenue	Omaha	Nebraska	68132	402-932-5477
8336	J & A Cleaning & Restoration, Inc.	8402 Maple Street	Omaha	Nebraska	68134	402-331-8256
2706	Manley Enterprises, Inc.	1905 A Street	South Sioux City	Nebraska	68776	800 577-3188
2725	Manley Enterprises, Inc.	1905 A Street	South Sioux City	Nebraska	68776	800 577-3188
9673	NextGen Associates, Inc.	7380 Eastgate Road Suite 160	Henderson	Nevada	89011	800-376-6678
9677	NextGen Assoicates, Inc.	7380 Eastgate Road Suite 160	Henderson	Nevada	89011	800-376-6678
10645	Sunrise Fire and Water Restoration, Inc.	4280 W Reno Avenue Unit C	Las Vegas	Nevada	89118	702-567-5657
10692	Sunrise Fire and Water Restoration, Inc.	4280 W Reno Avenue Unit C	Las Vegas	Nevada	89118	702-567-5657
3810	Timothy Rebel	4560 S. Arville St. #C3	Las Vegas	Nevada	89103	702-242-6365
7490	Southern Utah Disaster Services, Inc.	355 W. Mesquite Boulevard D30-1047	Mesquite	Nevada	89027	702-346-5330
10714	Sharjo, LLC	840 Bergin Way	Sparks	Nevada	89431	800-480-8439

#	Entity Name	Address	City	State	Zip	Telephone
10734	Sharjo, LLC	840 Bergin Way	Sparks	Nevada	89431	800-480-8439
10735	Sharjo, LLC	840 Bergin Way	Sparks	Nevada	89431	800-480-8439
8110	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8111	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8112	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8113	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8114	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8115	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8116	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8117	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8118	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8119	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8120	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8121	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8122	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8123	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8125	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8127	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
8129	AFAM, LLC, CCAPS, LLC, MAJE, LLC	12 Continental Boulevard	Merrimack	New Hampshire	03054	603-552-6335
7999	Disaster Associates, Inc.	63 Airport Drive Unit 9	Rochester	New Hampshire	03867	603-335-4450
10574	Paddock Partners, LLC	1931 Olney Avenue Suite 500	Cherry Hill	New Jersey	08003	856-751-1577
10575	Paddock Partners, LLC	1931 Olney Avenue Suite 500	Cherry Hill	New Jersey	08003	856-751-1577
10576	Paddock Partners, LLC	1931 Olney Avenue Suite 500	Cherry Hill	New Jersey	08003	856-751-1577
9569	SM Union-Somerset LLC	28 South Avenue W	Cranford	New Jersey	07016	908-276-4650
11366	SM Union-Somerset LLC	28 South Avenue W	Cranford	New Jersey	07016	908-276-4650
8783	SM Union-Somerset LLC.	28 South Avenue W	Cranford	New Jersey	07016	908-276-4650
8784	SM Union-Somerset LLC.	28 South Avenue W	Cranford	New Jersey	07016	908-276-4650
8056	A & O Professional Services, Inc.	24 John Street	Haledon	New Jersey	07508	973-942-7711
5817	A & Q Professional Service Inc.	24 John Street	Haledon	New Jersey	07508	973-942-7711
6503	A & Q Professional Service Inc.	24 John Street	Haledon	New Jersey	07508	973-942-7711
6703	A & Q Professional Service Inc.	24 John Street	Haledon	New Jersey	07508	973-942-7711

#	Entity Name	Address	City	State	Zip	Telephone
6812	A & Q Professional Service Inc.	24 John Street	Haledon	New Jersey	07508	973-942-7711
6914	A & Q Professional Service Inc.	24 John Street	Haledon	New Jersey	07508	973-942-7711
6918	A & Q Professional Service Inc.	24 John Street	Haledon	New Jersey	07508	973-942-7711
6997	A & Q Professional Service Inc.	24 John Street	Haledon	New Jersey	07508	973-942-7711
7304	A & Q Professional Service Inc.	24 John Street	Haledon	New Jersey	07508	973-942-7711
9678	John Paiva	11 Frank E. Rodgers Boulevard N	Harrison	New Jersey	07029	862-231-6226
9679	John Paiva	11 Frank E. Rodgers Boulevard N	Harrison	New Jersey	07029	862-231-6226
10945	R & M Gardella, Inc.	112 Nostrand Road	Hillsborough	New Jersey	08844	732-292-4550
5543	ALMARC, Inc.	496 Farnham Avenue	Lodi	New Jersey	07644	973-478-7766
11426	Senese Restoration INC	496 Farnham Ave	Lodi	New Jersey	07644	2015461422
11442	Senese Restoration INC	496 Farnham Ave	Lodi	New Jersey	07644	2015461422
2070	R & M Gardella, Inc.	2375 Rt 34 South	Manasquan	New Jersey	08736	732-292-4550
2076	R & M Gardella, Inc.	2375 Rt 34 South	Manasquan	New Jersey	08736	732-292-4550
7206	R & M Gardella, Inc.	2375 Rt 34 South	Manasquan	New Jersey	08736	732-292-4550
8456	R & M Gardella, Inc.	2375 Rt 34 South	Manasquan	New Jersey	08736	732-292-4550
8458	R & M Gardella, Inc.	2375 Rt 34 South	Manasquan	New Jersey	08736	732-292-4550
10120	R & M Gardella, Inc.	2375 Rt 34 South	Manasquan	New Jersey	08736	732-292-4550
10944	R & M Gardella, Inc.	2375 Rt 34 South	Manasquan	New Jersey	08736	732-292-4550
11425	R & M Gardella, Inc.	2375 Rt 34 South	Manasquan	New Jersey	08736	732-292-4550
9202	Replacements & More Inc.	3535 Route 66 Building 6	Neptune	New Jersey	07753	732-842-6917
9745	Replacements & More Inc.	3535 Route 66 Building 6	Neptune	New Jersey	07753	732-842-6917
10119	Replacements & More Inc.	3535 Route 66 Building 6	Neptune	New Jersey	07753	732-842-6917
10818	Replacements & More Inc.	3535 Route 66 Building 6	Neptune	New Jersey	07753	732-842-6917
11266	Replacements & More Inc.	3535 Route 66 Building 6	Neptune	New Jersey	07753	732-842-6917
2440	Tri-State Clean & Restoration LLC	188 Route 628	Wantage	New Jersey	07461	973-875-6700
11090	Tri-State Clean & Restoration LLC	188 Route 628	Wantage	New Jersey	07461	973-875-6700
10500	I&A Services, LLC	178 Chestnut Drive	Wayne	New Jersey	07470	973-317-4549
10468	Bruce J. Wishnia	105 W Dewey Avenue Building B/Unit 13	Wharton	New Jersey	07885	973-658-7777
10469	Bruce J. Wishnia	105 W Dewey Avenue Building B/Unit 13	Wharton	New Jersey	07885	973-658-7777
10840	Timeless Restore, LLC	105 W Dewey Avenue Building B/Unit 13	Wharton	New Jersey	07885	973-658-7777
11260	Timeless Restore, LLC	105 W Dewey Avenue Building B/Unit 13	Wharton	New Jersey	07885	973-658-7777

#	Entity Name	Address	City	State	Zip	Telephone
8008	RMR, Inc.	850 S. Hill Road	Bernalillo	New Mexico	87004	505-880-1233
8009	RMR, Inc.	850 S. Hill Road	Bernalillo	New Mexico	87004	505-880-1233
11326	FrontLine Ventures LLC.	2600 Bloomfield Hwy	Farmington	New Mexico	87401	505-436-5513
9460	Restoration By Rapid Response, Inc.	1580 Center Drive	Santa Fe	New Mexico	87507	505-428-0084
10401	Restoration By Rapid Response, Inc.	1580 Center Drive	Santa Fe	New Mexico	87507	505-428-0084
11292	Restoration By Rapid Response, Inc.	1580 Center Drive	Santa Fe	New Mexico	87507	505-428-0084
11293	Restoration By Rapid Response, Inc.	1580 Center Drive	Santa Fe	New Mexico	87507	505-428-0084
11295	Restoration By Rapid Response, Inc.	1580 Center Drive	Santa Fe	New Mexico	87507	505-428-0084
11427	Ponce Construction & Restoration, Inc.	710 Paseo del Pueblo Sur	Taos	New Mexico	87571	(505) 428-0084
8595	BRAV Industries, LLC	382 Route 59 Suite 280	Airmont	New York	10952	845-517-5644
8888	BRAV Industries, LLC	382 Route 59 Suite 280	Airmont	New York	10952	845-517-5644
8889	BRAV Industries, LLC	382 Route 59 Suite 280	Airmont	New York	10952	845-517-5644
10292	BRAV Industries, LLC	382 Route 59 Suite 280	Airmont	New York	10952	845-517-5644
10462	BRAV Industries, LLC	382 Route 59 Suite 280	Airmont	New York	10952	845-517-5644
11348	BRAV Industries, LLC	382 Route 59 Suite 280	Airmont	New York	10952	845-517-5644
11349	BRAV Industries, LLC	382 Route 59 Suite 280	Airmont	New York	10952	845-517-5644
7530	Prevost Family Enterprises, Inc.	100 Church Street	Amsterdam	New York	12010	518-456-5655
7672	Prevost Family Enterprises, Inc.	100 Church Street	Amsterdam	New York	12010	518-456-5655
10174	Prevost Family Enterprises, Inc.	100 Church Street	Amsterdam	New York	12010	518-456-5655
11200	Prevost Family Enterprises, Inc.	100 Church Street	Amsterdam	New York	12010	518-456-5655
11396	iFlooded Services, Inc	263 Main Street	Beacon	New York	12508	347-229-7759
11397	iFlooded Services, Inc	263 Main Street	Beacon	New York	12508	347-229-7759
9168	Flood Genius LLC	26 Cain Drive	Brentwood	New York	11717	631-759-8080
9228	Flood Genius LLC	26 Cain Drive	Brentwood	New York	11717	631-759-8080
9709	Flood Genius LLC	26 Cain Drive	Brentwood	New York	11717	631-759-8080
10001	Flood Genius LLC	26 Cain Drive	Brentwood	New York	11717	631-759-8080
9553	HOME-MAID SERVICES, INC.	540 Hopkins Street	Buffalo	New York	14220	716-828-0123
8987	Phoenix Restorations, LLC	2371 Broadway Street	Buffalo	New York	14212	716-822-2255
9130	Service Master By Clean Sweep, Inc.	40 Brook Ave. Unit A	Deer Park	New York	11729	631- 392-4244
9131	Service Master By Clean Sweep, Inc.	40 Brook Ave. Unit A	Deer Park	New York	11729	631- 392-4244

#	Entity Name	Address	City	State	Zip	Telephone
9132	Service Master By Clean Sweep, Inc.	40 Brook Ave. Unit A	Deer Park	New York	11729	631- 392-4244
9133	Service Master By Clean Sweep, Inc.	40 Brook Ave. Unit A	Deer Park	New York	11729	631- 392-4244
10977	C & D Close Enterprises, Inc.	4444 Broadway	Depew	New York	14043	315-458-3355
10978	C & D Close Enterprises, Inc.	4444 Broadway	Depew	New York	14043	315-458-3355
10979	C & D Close Enterprises, Inc.	4444 Broadway	Depew	New York	14043	315-458-3355
9908	ServiceMaster Restoration by Marano Services, LLC	7 N. Lawn Avenue	Elmsford	New York	10523	212-233-7315
9909	ServiceMaster Restoration by Marano Services, LLC	7 N. Lawn Avenue	Elmsford	New York	10523	212-233-7315
9910	ServiceMaster Restoration by Marano Services, LLC	7 N. Lawn Avenue	Elmsford	New York	10523	212-233-7315
10083	ServiceMaster Restoration by Marano Services, LLC	7 N. Lawn Avenue	Elmsford	New York	10523	212-233-7315
10648	ServiceMaster Restoration by Marano Services, LLC	7 N. Lawn Avenue	Elmsford	New York	10523	212-233-7315
10649	ServiceMaster Restoration by Marano Services, LLC	7 N. Lawn Avenue	Elmsford	New York	10523	212-233-7315
10965	AFAM, LLC, CCAPS, LLC, MAJE, LLC	2 A Tibbets Rd	Green Island	New York	12183	603-552-6335
10966	AFAM, LLC, CCAPS, LLC, MAJE, LLC	2 A Tibbets Rd	Green Island	New York	12183	603-552-6335
10967	AFAM, LLC, CCAPS, LLC, MAJE, LLC	2 A Tibbets Rd	Green Island	New York	12183	603-552-6335
10968	AFAM, LLC, CCAPS, LLC, MAJE, LLC	2 A Tibbets Rd	Green Island	New York	12183	603-552-6335
4491	Disaster Restoration Recovery, Inc.	243 Old Ithaca Road	Horseheads	New York	14845	607-739-7236
6905	American Restoration Services, Inc	22 Scouting Boulevard	Medford	New York	11763	631-236-9613
7914	American Restoration Services, Inc.	22 Scouting Boulevard	Medford	New York	11763	631-236-9613
8195	American Restoration Services, Inc.	22 Scouting Boulevard	Medford	New York	11763	631-236-9613
8485	American Restoration Services, Inc.	22 Scouting Boulevard	Medford	New York	11763	631-236-9613
8131	Calco Building Maintenance Chemical Supply & Equipment, Inc	280 Dolson Avenue	Middletown	New York	10940	845-343-6443
8133	Calco Building Maintenance Chemical Supply & Equipment, Inc	280 Dolson Avenue	Middletown	New York	10940	845-343-6443
8135	Calco Building Maintenance Chemical Supply & Equipment, Inc	280 Dolson Avenue	Middletown	New York	10940	845-343-6443
11346	iFlooded Services, Inc	17 ste B Roselle St	Mineloa	New York	11501	347-229-7759
11347	iFlooded Services, Inc	17 ste B Roselle St	Mineloa	New York	11501	347-229-7759

#	Entity Name	Address	City	State	Zip	Telephone
4313	ONAGAP, Inc.	38 Chapel Street	Mount Morris	New York	14510	585-658-4704
4329	Kewis Enterprises, Inc.	41 Columbus Ave.	New Rochelle	New York	10801	914-328-8894
3252	Burch Family Enterprises, Inc.	13 Railroad Street	Otego	New York	13825	607-334-6564
6023	Burch Family Enterprises, Inc.	13 Railroad Street	Otego	New York	13825	607-334-6564
6751	Burch Family Enterprises, Inc.	13 Railroad Street	Otego	New York	13825	607-334-6564
7611	Burch Family Enterprises, Inc.	13 Railroad Street	Otego	New York	13825	607-334-6564
9365	Burch Family Enterprises, Inc.	13 Railroad Street	Otego	New York	13825	607-334-6564
9625	MMLMG Corp.	3 Charles Street Suite 1	Pleasant Valley	New York	12569	845-723-5188
9921	MMLMG Corp.	3 Charles Street Suite 1	Pleasant Valley	New York	12569	845-723-5188
10461	C & D Close Enterprises, Inc.	146 Halstead St.	Rochester	New York	14610	315-458-3355
7150	Premier Drying Solutions Corp	711 Koehler Avenue Suite 5	Ronkonkoma	New York	11779	877-330-5800
7152	Premier Drying Solutions Corp	711 Koehler Avenue Suite 5	Ronkonkoma	New York	11779	877-330-5800
7151	Premier Drying Solutions Corp.	711 Koehler Avenue Suite 5	Ronkonkoma	New York	11779	877-330-5800
7153	Premier Drying Solutions Corp.	711 Koehler Avenue Suite 5	Ronkonkoma	New York	11779	877-330-5800
7154	Premier Drying Solutions Corp.	711 Koehler Avenue Suite 5	Ronkonkoma	New York	11779	877-330-5800
8086	Premier Drying Solutions Corp.	711 Koehler Avenue Suite 5	Ronkonkoma	New York	11779	877-330-5800
8004	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
8006	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
8607	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
8608	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
8609	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
8610	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
9280	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
9771	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
10009	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
10335	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
10831	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
11408	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
11409	Complete Carpet Care Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660
11171	Complete Carpet Care, Inc	40 Gaton Street	Staten Island	New York	10309	718-984-6660
11170	Complete Carpet Care, Inc.	40 Gaton Street	Staten Island	New York	10309	718-984-6660

#	Entity Name	Address	City	State	Zip	Telephone
3242	C & D Close Enterprises, Inc.	7447 Thompson Road	Syracuse	New York	13212	315-458-3355
4616	C & D Close Enterprises, Inc.	7447 Thompson Road	Syracuse	New York	13212	315-458-3355
9402	C & D Close Enterprises, Inc.	7447 Thompson Road	Syracuse	New York	13212	315-458-3355
9492	C & D Close Enterprises, Inc.	7447 Thompson Road	Syracuse	New York	13212	315-458-3355
9493	C & D Close Enterprises, Inc.	7447 Thompson Road	Syracuse	New York	13212	315-458-3355
10441	Prevost Family Enterprises, Inc.	1500 Bleeker St.	Utica	New York	13501	315-724-5670
9169	GBS Restoration Services Corp.	333 West Merrick Road Unit B	Valley Stream	New York	11580	718-553-7768
9170	GBS Restoration Services Corp.	333 West Merrick Road Unit B	Valley Stream	New York	11580	718-553-7768
9171	GBS Restoration Services Corp.	333 West Merrick Road Unit B	Valley Stream	New York	11580	718-553-7768
9172	GBS Restoration Services Corp.	333 West Merrick Road Unit B	Valley Stream	New York	11580	718-553-7768
10171	GBS Restoration Services Corp.	333 West Merrick Road Unit B	Valley Stream	New York	11580	718-553-7768
10187	GBS Restoration Services Corp.	333 West Merrick Road Unit B	Valley Stream	New York	11580	718-553-7768
11187	Pro Restoration Services Inc.	92 Horton Street	West Islip	New York	11795	631-413-3787
11188	Pro Restoration Services Inc.	92 Horton Street	West Islip	New York	11795	631-413-3787
11190	Pro Restoration Services Inc.	92 Horton Street	West Islip	New York	11795	631-413-3787
11193	Pro Restoration Services Inc.	92 Horton Street	West Islip	New York	11795	631-413-3787
5555	K. Bowman, Inc.	1150 Sand Hill Road	Candler	North Carolina	28715	828-252-5330
8597	K. Bowman, Inc.	1150 Sand Hill Road	Candler	North Carolina	28715	828-252-5330
6116	Devine Restoration, LLC	6008 Old Pineville Road Suite C	Charlotte	North Carolina	28217	803-325-8400
6117	Devine Restoration, LLC	6008 Old Pineville Road Suite C	Charlotte	North Carolina	28217	803-325-8400
7845	Devine Restoration, LLC	6008 Old Pineville Road Suite C	Charlotte	North Carolina	28217	803-325-8400
6275	DSI Holdings Corporation	3909 Miriam Drive	Charlotte	North Carolina	28205	704-527-1151
7171	DSI Holdings Corporation	3909 Miriam Drive	Charlotte	North Carolina	28205	704-527-1151
7183	DSI Holdings Corporation	3909 Miriam Drive	Charlotte	North Carolina	28205	704-527-1151
5402	The Strack Corporation	6008 Old Pinesville Rd. Suite C	Charlotte	North Carolina	28217	704-525-1242
7140	Restoration Cleaning, Inc.	2821 Cheek Road	Durham	North Carolina	27704	919-309-2525
7979	Restoration Cleaning, Inc.	2821 Cheek Road	Durham	North Carolina	27704	919-309-2525
6239	Hill's Cleaning & Restoration Co, Inc.	188 Continuum Drive	Fletcher	North Carolina	28732	828-654-1650
7563	Jay B. Dewart and Angie W. Dewart	188 Continuum Drive	Fletcher	North Carolina	28732	828-654-1650
10827	Bowers Mars, LLC	381 Cleveland Crossing Dr. Suite 105	Garner	North Carolina	27529	919-951-0281
10828	Bowers Mars, LLC	381 Cleveland Crossing Dr. Suite 105	Garner	North Carolina	27529	919-951-0281

#	Entity Name	Address	City	State	Zip	Telephone
11439	Bowers Mars, LLC	381 Cleveland Crossing Dr. Suite 105	Garner	North Carolina	27529	919-951-0281
1869	H & W Inc	101 North Webb Street	Gastonia	North Carolina	28052	704-853-0996
4681	H and W Inc.	101 North Webb Street	Gastonia	North Carolina	28052	704-853-0996
7793	Carolina Coastal Restoration & Cleaning Services, Inc.	387 Sloop Point Loop Road	Hampstead	North Carolina	28443	910-202-4274
8351	Fire and Water Restoration Services, Inc.	387 Sloop Point Loop Road	Hampstead	North Carolina	28443	910-202-4274
10421	Elite Restoration Services Inc.	2003 North Pine Street Suite 2	Lumberton	North Carolina	28358	833-761-2030
10007	Service Master Of North Charlotte, LLC	106 Langtree Village Drive Suite 301	Mooresville	North Carolina	28117	980-240-7381
10843	Service Master Of North Charlotte, LLC	106 Langtree Village Drive Suite 301	Mooresville	North Carolina	28117	980-240-7381
11299	Service Master Of North Charlotte, LLC	106 Langtree Village Drive Suite 301	Mooresville	North Carolina	28117	980-240-7381
9468	Resclean, LLC	103 Pan Ridge Court Suite 2	Point Harbor	North Carolina	27964	252-491-2244
10093	Resclean, LLC	103 Pan Ridge Court Suite 2	Point Harbor	North Carolina	27964	252-491-2244
7003	Clark Service Corporation	8820 Gulf Court Suite A	Raleigh	North Carolina	27617	877-744-0325
8193	Rapid Recovery Systems, Inc.	8820 Gulf Court Suite A	Raleigh	North Carolina	27617	877-744-0325
11285	Triangle Fire & Water Services, Inc.	2940-6 Trawick Road	Raleigh	North Carolina	27604	9102024274
8226	Duncan & McBride Services, LLC	112 Ascot St.	Shelby	North Carolina	28152	704-313-7352
8516	Duncan & McBride Services, LLC	112 Ascot St.	Shelby	North Carolina	28152	704-313-7352
9270	Duncan & McBride Services, LLC	112 Ascot St.	Shelby	North Carolina	28152	704-313-7352
6860	ROBINSON'S, INCORPORATED	1045 Oak Avenue	Spruce Pine	North Carolina	28777	828-765-4034
6861	ROBINSON'S, INCORPORATED	1045 Oak Avenue	Spruce Pine	North Carolina	28777	828-765-4034
6862	ROBINSON'S, INCORPORATED	1045 Oak Avenue	Spruce Pine	North Carolina	28777	828-765-4034
2859	WNC Services, Inc.	5069 Hwy 441 South	Sylva	North Carolina	28779	828-586-5483
4736	Double "E" Services, Inc.	5050 Ball Park Road	Thomasville	North Carolina	27360	336-476-6080
8531	Double "E" Services, Inc.	5050 Ball Park Road	Thomasville	North Carolina	27360	336-476-6080
8532	Double "E" Services, Inc.	5050 Ball Park Road	Thomasville	North Carolina	27360	336-476-6080
8577	Double "E" Services, Inc.	5050 Ball Park Road	Thomasville	North Carolina	27360	336-476-6080
11073	Restoration Services of Asheville Inc.	2803 Dellwood Road	Waynesville	North Carolina	28786	828-926-0887
5563	Scott Hawley	424 3rd Street South	Devils Lake	North Dakota	58301	701-662-3456
7040	TRI-JD, INC.	116 7th Avenue Southeast	Jamestown	North Dakota	58401	701-252-5504
4529	LDL Clean, Inc.	2500 20th Avenue SE Suite 12	Minot	North Dakota	58701-1911	701-839-2239

#	Entity Name	Address	City	State	Zip	Telephone
4034	Danco, Inc.	211 2nd Street NE	Valley City	North Dakota	58072	701-845-4959
9043	JDS Moline Inc.	2210 Shiloh Street Unit C	West Fargo	North Dakota	58078	701-478-9968
8697	JDS Moline, Inc.	2210 Shiloh Street Unit C	West Fargo	North Dakota	58078	701-478-9968
11109	VantEdge Disaster Group LLC	830 Moe Drive	Arkon	Ohio	44130	330-864-7300
11110	VantEdge Disaster Group LLC	830 Moe Drive	Arkon	Ohio	44130	330-864-7300
11111	VantEdge Disaster Group LLC	830 Moe Drive	Arkon	Ohio	44130	330-864-7300
11112	VantEdge Disaster Group LLC	830 Moe Drive	Arkon	Ohio	44130	330-864-7300
11113	VantEdge Disaster Group LLC	830 Moe Drive	Arkon	Ohio	44130	330-864-7300
1360	Xeno Entro, Inc.	P.O Box 2826	Ashtabula	Ohio	44005	440-964-3353
3935	ServiceMaster By F & S, Inc.	89A Columbus Road	Athens	Ohio	45701	740-592-2826
7527	Steven D. Thomas	6078 State Route 128 Unit 1 Hamilton-Cleves Road	Cleves	Ohio	45002	513-825-2047
7545	Steven D. Thomas	6078 State Route 128 Unit 1 Hamilton-Cleves Road	Cleves	Ohio	45002	513-825-2047
10532	Liberty Restoration Group, Inc.	2553 Westbelt Dr	Columbus	Ohio	43228	937-256-3473
10533	Liberty Restoration Group, Inc.	2553 Westbelt Dr	Columbus	Ohio	43228	937-256-3473
10534	Liberty Restoration Group, Inc.	2553 Westbelt Dr	Columbus	Ohio	43228	937-256-3473
9976	Neverman Construction Company	908 North 4th Street	Columbus	Ohio	43201	614-294-1100
9977	Neverman Construction Company	908 North 4th Street	Columbus	Ohio	43201	614-294-1100
9978	Neverman Construction Company	908 North 4th Street	Columbus	Ohio	43201	614-294-1100
11272	RWR Ohio LLC	2001 Courtright Road Suite L	Columbus	Ohio	43232	(614) 295-8135
11273	RWR Ohio LLC	2001 Courtright Road Suite L	Columbus	Ohio	43232	(614) 295-8135
11274	RWR Ohio LLC	2001 Courtright Road Suite L	Columbus	Ohio	43232	(614) 295-8135
11275	RWR Ohio LLC	2001 Courtright Road Suite L	Columbus	Ohio	43232	(614) 295-8135
11276	RWR Ohio LLC	2001 Courtright Road Suite L	Columbus	Ohio	43232	(614) 295-8135
8722	Curry Creek Enterprises, Inc.	1524 E. Second St.	Dayton	Ohio	45403	937-256-3473
9110	Liberty Restoration Group, Inc.	1524 E. Second St.	Dayton	Ohio	45403	937-256-3473
9805	Liberty Restoration Group, Inc.	1524 E. Second St.	Dayton	Ohio	45403	937-256-3473

#	Entity Name	Address	City	State	Zip	Telephone
9958	Liberty Restoration Group, Inc.	1524 E. Second St.	Dayton	Ohio	45403	937-256-3473
9959	Liberty Restoration Group, Inc.	1524 E. Second St.	Dayton	Ohio	45403	937-256-3473
10005	Liberty Restoration Group, Inc.	1524 E. Second St.	Dayton	Ohio	45403	937-256-3473
10006	Liberty Restoration Group, Inc.	1524 E. Second St.	Dayton	Ohio	45403	937-256-3473
8147	William Kaska	2900 Stonequarry Road	Dayton	Ohio	45414	937-294-8800
8639	William Kaska	2900 Stonequarry Road	Dayton	Ohio	45414	937-294-8800
8640	William Kaska	2900 Stonequarry Road	Dayton	Ohio	45414	937-294-8800
11268	William Kaska	2900 Stonequarry Road	Dayton	Ohio	45414	937-294-8800
2873	Fort Defiance ServiceMaster, Inc.	1255 Carpenter Road	Defiance	Ohio	43512	800-466-5570
7547	Fort Defiance ServiceMaster, Inc.	1255 Carpenter Road	Defiance	Ohio	43512	800-466-5570
3964	Cleaning Specialist Inc.	739 Coleman Drive	Hamilton	Ohio	45013	513-893-1221
11414	Fort Defiance ServiceMaster, Inc.	2150 Baty Road	Lima	Ohio	45807	419-784-5570
9648	Integrity Restoration Solutions, LLC	2890 South Main Street	Middletown	Ohio	45044	513-360-7624
9661	Integrity Restoration Solutions, LLC	2890 South Main Street	Middletown	Ohio	45044	513-360-7624
9662	Integrity Restoration Solutions, LLC	2890 South Main Street	Middletown	Ohio	45044	513-360-7624
9663	Integrity Restoration Solutions, LLC	2890 South Main Street	Middletown	Ohio	45044	513-360-7624
9664	Integrity Restoration Solutions, LLC	2890 South Main Street	Middletown	Ohio	45044	513-360-7624
9665	Integrity Restoration Solutions, LLC	2890 South Main Street	Middletown	Ohio	45044	513-360-7624
9828	Integrity Restoration Solutions, LLC	2890 South Main Street	Middletown	Ohio	45044	513-360-7624
8884	All-Action Restoration, Inc.	75 Eastgate Industrial Drive	North Lima	Ohio	44452	330-726-9606
8885	All-Action Restoration, Inc.	75 Eastgate Industrial Drive	North Lima	Ohio	44452	330-726-9606
8886	All-Action Restoration, Inc.	75 Eastgate Industrial Drive	North Lima	Ohio	44452	330-726-9606
11243	VantEdge Disaster Group LLC	6535 McNerney Drive	Northwood	Ohio	43619	419-841-5575
11244	VantEdge Disaster Group LLC	6535 McNerney Drive	Northwood	Ohio	43619	419-841-5575
8265	J & S Isler, Inc.	850 Bethlehem Road W.	Prospect	Ohio	43342	740-262-9421
8266	J & S Isler, Inc.	850 Bethlehem Road W.	Prospect	Ohio	43342	740-262-9421
1326	PerfectaClene, Inc.	13494 Santa Fe Line Road	Wapakoneta	Ohio	45895	419-568-6524
3972	PerfectaClene, Inc.	13494 Santa Fe Line Road	Wapakoneta	Ohio	45895	419-568-6524
3991	PerfectaClene, Inc.	13494 Santa Fe Line Road	Wapakoneta	Ohio	45895	419-568-6524
5167	PerfectaClene, Inc.	13494 Santa Fe Line Road	Wapakoneta	Ohio	45895	419-568-6524
5928	PerfectaClene, Inc.	13494 Santa Fe Line Road	Wapakoneta	Ohio	45895	419-568-6524

#	Entity Name	Address	City	State	Zip	Telephone
11208	VantEdge Disaster Group LLC	605 Pine Ave SE	Warren	Ohio	44484	440-918-1523
11209	VantEdge Disaster Group LLC	605 Pine Ave SE	Warren	Ohio	44484	440-918-1523
11210	VantEdge Disaster Group LLC	605 Pine Ave SE	Warren	Ohio	44484	440-918-1523
11211	VantEdge Disaster Group LLC	605 Pine Ave SE	Warren	Ohio	44484	440-918-1523
11212	VantEdge Disaster Group LLC	605 Pine Ave SE	Warren	Ohio	44484	440-918-1523
11213	VantEdge Disaster Group LLC	605 Pine Ave SE	Warren	Ohio	44484	440-918-1523
11214	VantEdge Disaster Group LLC	605 Pine Ave SE	Warren	Ohio	44484	440-918-1523
11215	VantEdge Disaster Group LLC	605 Pine Ave SE	Warren	Ohio	44484	440-918-1523
11216	VantEdge Disaster Group LLC	605 Pine Ave SE	Warren	Ohio	44484	440-918-1523
11114	VantEdge Disaster Group LLC	30510 Lakeland Boulevard	Willowick	Ohio	44095	440-918-1523
11115	VantEdge Disaster Group LLC	30510 Lakeland Boulevard	Willowick	Ohio	44095	440-918-1523
11116	VantEdge Disaster Group LLC	30510 Lakeland Boulevard	Willowick	Ohio	44095	440-918-1523
11117	VantEdge Disaster Group LLC	30510 Lakeland Boulevard	Willowick	Ohio	44095	440-918-1523
11118	VantEdge Disaster Group LLC	30510 Lakeland Boulevard	Willowick	Ohio	44095	440-918-1523
11119	VantEdge Disaster Group LLC	30510 Lakeland Boulevard	Willowick	Ohio	44095	440-918-1523
9966	Oklahoma Hi-Tech, Inc.	19116 Highway 1E	Ada	Oklahoma	74820	580-795-3448
10216	Oklahoma Hi-Tech, Inc.	19116 Highway 1E	Ada	Oklahoma	74820	580-795-3448
10218	Oklahoma Hi-Tech, Inc.	19116 Highway 1E	Ada	Oklahoma	74820	580-795-3448
10948	Scarbrough Services, LLC	2013 N. Willow Ave Unit 8	Broken Arrow	Oklahoma	74012	918-787-2449
10949	Scarbrough Services, LLC	2013 N. Willow Ave Unit 8	Broken Arrow	Oklahoma	74012	918-787-2449
10950	Scarbrough Services, LLC	2013 N. Willow Ave Unit 8	Broken Arrow	Oklahoma	74012	918-787-2449
10951	Scarbrough Services, LLC	2013 N. Willow Ave Unit 8	Broken Arrow	Oklahoma	74012	918-787-2449
10953	Scarbrough Services, LLC	2013 N. Willow Ave Unit 8	Broken Arrow	Oklahoma	74012	918-787-2449
10954	Scarbrough Services, LLC	2013 N. Willow Ave Unit 8	Broken Arrow	Oklahoma	74012	918-787-2449
10955	Scarbrough Services, LLC	2013 N. Willow Ave Unit 8	Broken Arrow	Oklahoma	74012	918-787-2449
10956	Scarbrough Services, LLC	2013 N. Willow Ave Unit 8	Broken Arrow	Oklahoma	74012	918-787-2449
10957	Scarbrough Services, LLC	2013 N. Willow Ave Unit 8	Broken Arrow	Oklahoma	74012	918-787-2449
11456	Scarbrough Services, LLC	2013 N. Willow Ave Unit 8	Broken Arrow	Oklahoma	74012	918-787-2449
11457	Scarbrough Services, LLC	2013 N. Willow Ave Unit 8	Broken Arrow	Oklahoma	74012	918-787-2449
10793	AAAG LLC	5700 North Bryant #A104	Oklahoma City	Oklahoma	73121	405-216-8000
10795	AAAG LLC	5700 North Bryant #A104	Oklahoma City	Oklahoma	73121	405-216-8000

#	Entity Name	Address	City	State	Zip	Telephone
10796	AAAG LLC	5700 North Bryant #A104	Oklahoma City	Oklahoma	73121	405-216-8000
11363	AAAG LLC	5700 North Bryant #A104	Oklahoma City	Oklahoma	73121	405-216-8000
11370	AAAG LLC	5700 North Bryant #A104	Oklahoma City	Oklahoma	73121	405-216-8000
9967	Oklahoma Hi-Tech, Inc.	4355 North Santa Fe	Oklahoma City	Oklahoma	73118	405-528-6600
9968	Oklahoma Hi-Tech, Inc.	4355 North Santa Fe	Oklahoma City	Oklahoma	73118	405-528-6600
9969	Oklahoma Hi-Tech, Inc.	4355 North Santa Fe	Oklahoma City	Oklahoma	73118	405-528-6600
9972	Oklahoma Hi-Tech, Inc.	4355 North Santa Fe	Oklahoma City	Oklahoma	73118	405-528-6600
9973	Oklahoma Hi-Tech, Inc.	4355 North Santa Fe	Oklahoma City	Oklahoma	73118	405-528-6600
9974	Oklahoma Hi-Tech, Inc.	4355 North Santa Fe	Oklahoma City	Oklahoma	73118	405-528-6600
9975	Oklahoma Hi-Tech, Inc.	4355 North Santa Fe	Oklahoma City	Oklahoma	73118	405-528-6600
11458	Oklahoma Hi-Tech, Inc.	2336 North Perkins Road	Stillwater	Oklahoma	74075	405-372-0898
11459	Oklahoma Hi-Tech, Inc.	2336 North Perkins Road	Stillwater	Oklahoma	74075	405-372-0898
4214	Allpro Cleaning Service, Inc.	10838 E Newton Place	Tulsa	Oklahoma	74116	918-745-0669
9962	Oklahoma Hi-Tech, Inc.	10707 E. Seminole Street	Tulsa	Oklahoma	74116	405-528-6600
9963	Oklahoma Hi-Tech, Inc.	10707 E. Seminole Street	Tulsa	Oklahoma	74116	405-528-6600
9964	Oklahoma Hi-Tech, Inc.	10707 E. Seminole Street	Tulsa	Oklahoma	74116	405-528-6600
9965	Oklahoma Hi-Tech, Inc.	10707 E. Seminole Street	Tulsa	Oklahoma	74116	405-528-6600
10437	LOMROE, LLC	20802 Sockeye Place Suite 230	Bend	Oregon	97701	541-388-5000
1718	Crandall Enterprises, Inc.	3168 NW Twinberry Street	Corvallis	Oregon	97330	541-757-0888
8817	LOMROE, LLC	1616 Dowell Road Suite H	Grants Pass	Oregon	97527	541-476-7075
8818	LOMROE, LLC	1616 Dowell Road Suite H	Grants Pass	Oregon	97527	541-476-7075
10438	LOMROE, LLC	1616 Dowell Road Suite H	Grants Pass	Oregon	97527	541-476-7075
11186	LOMROE, LLC	105 N Spring St	Klamath Falls	Oregon	97601	541-887-8537
5603	Hamasu, Inc.	531 Parsons Drive	Medford	Oregon	97501	541-488-2837
10478	Hamfam, Inc.	531 Parsons Drive	Medford	Oregon	97501	541-773-9559
1661	Master Cleaning Services, Inc.	531 Parsons Drive	Medford	Oregon	97501	541-773-9559
10549	NextGen Services LLC	11935 NE Sumner Street Bldg 2	Portland	Oregon	97220	503-285-5711
1697	W.P.E. Inc.	2715 SE Raymond St.	Portland	Oregon	97202	503-234-0707
4526	W.P.E. Inc.	2715 SE Raymond St.	Portland	Oregon	97202	503-234-0707
4969	W.P.E. Inc.	2715 SE Raymond St.	Portland	Oregon	97202	503-234-0707
7034	W.P.E. Inc.	2715 SE Raymond St.	Portland	Oregon	97202	503-234-0707

#	Entity Name	Address	City	State	Zip	Telephone
7035	W.P.E. Inc.	2715 SE Raymond St.	Portland	Oregon	97202	503-234-0707
7036	W.P.E. Inc.	2715 SE Raymond St.	Portland	Oregon	97202	503-234-0707
7037	W.P.E. Inc.	2715 SE Raymond St.	Portland	Oregon	97202	503-234-0707
7038	W.P.E. Inc.	2715 SE Raymond St.	Portland	Oregon	97202	503-234-0707
7294	W.P.E. Inc.	2715 SE Raymond St.	Portland	Oregon	97202	503-234-0707
7295	W.P.E. Inc.	2715 SE Raymond St.	Portland	Oregon	97202	503-234-0707
10617	Black Water Construction, LLC	1501 SE Stephens Street	Roseburg	Oregon	97470	541-229-0841
8329	B & K Greer LLC	2275 Judson Street SE	Salem	Oregon	97302	503-585-4017
8330	B & K Greer LLC	2275 Judson Street SE	Salem	Oregon	97302	503-585-4017
10918	B & K Greer LLC	2275 Judson St SE	Salem	Oregon	97302	503-585-4017
10919	B & K Greer LLC	2275 Judson St SE	Salem	Oregon	97302	503-585-4017
10920	B & K Greer LLC	2275 Judson St SE	Salem	Oregon	97302	503-585-4017
9774	Restore Right, LLC	2275 Judson St. SE	Salem	Oregon	97302	503-585-4017
8760	ServiceMaster Of Salem, Inc.	2275 Judson Street SE	Salem	Oregon	97302	503-585-4017
10673	ServiceMaster Of Salem, Inc.	2275 Judson Street SE	Salem	Oregon	97302	503-585-4017
8661	McKenzie/Taylor Construction, Inc.	3779 Olympic Street	Springfield	Oregon	97478	541-726-8200
10730	Sunrise Fire and Water Restoration, Inc.	2937 E 2nd Street Space 8	The Dalles	Oregon	97058	541-769-0422
7062	Holobinko Consortium LLC	465 East Rolling Ridge Drive	Bellefonte	Pennsylvania	16823	814-231-0812
6053	Holobinko Consortium, LLC	465 East Rolling Ridge Drive	Bellefonte	Pennsylvania	16823	814-231-0812
8990	Holobinko Consortium, LLC	465 East Rolling Ridge Drive	Bellefonte	Pennsylvania	16823	814-231-0812
9356	Holobinko Consortium, LLC	465 East Rolling Ridge Drive	Bellefonte	Pennsylvania	16823	814-231-0812
9703	Holobinko Consortium, LLC	465 East Rolling Ridge Drive	Bellefonte	Pennsylvania	16823	814-231-0812
9704	Holobinko Consortium, LLC	465 East Rolling Ridge Drive	Bellefonte	Pennsylvania	16823	814-231-0812
10022	Holobinko Consortium, LLC	465 East Rolling Ridge Drive	Bellefonte	Pennsylvania	16823	814-231-0812
11149	Holobinko Consortium LLC	6344 Winside Drive	Bethlehem	Pennsylvania	18017	888-604-3064
11150	Holobinko Consortium LLC	6344 Winside Drive	Bethlehem	Pennsylvania	18017	888-604-3064
11151	Holobinko Consortium LLC	6344 Winside Drive	Bethlehem	Pennsylvania	18017	888-604-3064
11152	Holobinko Consortium LLC	6344 Winside Drive	Bethlehem	Pennsylvania	18017	888-604-3064
2116	L & M Cleaning Services, Inc.	356 W. College Street	Canonsburg	Pennsylvania	15317	724-745-4980
6375	Services By Guthrie, Inc.	356 W. College Street	Canonsburg	Pennsylvania	15317	724-745-4980
2127	Mellott's Professional Cleaning Services, Inc.	186 Sunset Boulevard East	Chambersburg	Pennsylvania	17202	717-267-2223

#	Entity Name	Address	City	State	Zip	Telephone
6309	CCAPS, LLC	150 East Baltimore Ave.	Clifton Heights	Pennsylvania	19018	603-552-6335
6310	CCAPS, LLC	150 East Baltimore Ave.	Clifton Heights	Pennsylvania	19018	603-552-6335
11354	CCAPS, LLC	150 East Baltimore Ave.	Clifton Heights	Pennsylvania	19018	603-552-6335
11355	CCAPS, LLC	150 East Baltimore Ave.	Clifton Heights	Pennsylvania	19018	603-552-6335
10420	AirRory Enterprises, LLC	112 N. 3rd Street	Connellsville	Pennsylvania	15425	724-628-2122
2098	Laurel Highlands Restoration Services, LLC	112 N. 3rd Street	Connellsville	Pennsylvania	15425	724-628-2122
9109	Laurel Highlands Restoration Services, LLC	112 N. 3rd Street	Connellsville	Pennsylvania	15425	724-628-2122
9548	Laurel Highlands Restoration Services, LLC	112 N. 3rd Street	Connellsville	Pennsylvania	15425	724-628-2122
9549	Laurel Highlands Restoration Services, LLC	112 N. 3rd Street	Connellsville	Pennsylvania	15425	724-628-2122
9550	Laurel Highlands Restoration Services, LLC	112 N. 3rd Street	Connellsville	Pennsylvania	15425	724-628-2122
5548	3 Cubs, Inc.	4096 SR 438	Dalton	Pennsylvania	18414	570-563-1863
7162	3 Cubs, Inc.	4096 SR 438	Dalton	Pennsylvania	18414	570-563-1863
11335	3 Cubs, Inc.	4096 SR 438	Dalton	Pennsylvania	18414	570-563-1863
10883	Jaime Herbst	2320 Tower Dr.	Dover	Pennsylvania	17315	717-308-0001
2421	Treeline Enterprises, Inc.	933 Chestnut Street	Emmaus	Pennsylvania	18049	610-965-6058
9219	Pro Clean Unlimited, Inc.	2962 West 22nd Street	Erie	Pennsylvania	16506	814-455-2033
9220	Pro Clean Unlimited, Inc.	2962 West 22nd Street	Erie	Pennsylvania	16506	814-455-2033
9222	Pro Clean Unlimited, Inc.	2962 West 22nd Street	Erie	Pennsylvania	16506	814-455-2033
9926	Pro Clean Unlimited, Inc.	2962 West 22nd Street	Erie	Pennsylvania	16506	814-455-2033
4559	MNZ, LLC	312 Commerce Drive	Exton	Pennsylvania	19341	610-524-8003
5147	MNZ, LLC	312 Commerce Drive	Exton	Pennsylvania	19341	610-524-8003
5217	MNZ, LLC	312 Commerce Drive	Exton	Pennsylvania	19341	610-524-8003
6756	MFH, LLC	1001 E. Pennsylvania Blvd.	Feasterville	Pennsylvania	18966	215-322-1175
10839	MFH, LLC	1001 E. Pennsylvania Blvd.	Feasterville	Pennsylvania	18966	215-322-1175
11222	MFH, LLC	1001 E. Pennsylvania Blvd.	Feasterville	Pennsylvania	18966	215-322-1175
11223	MFH, LLC	1001 E. Pennsylvania Blvd.	Feasterville	Pennsylvania	18966	215-322-1175
10748	Holobinko Consortium LLC	52 S 460 Street	Harrisburg	Pennsylvania	17111	888-604-3064
10749	Holobinko Consortium LLC	52 S 460 Street	Harrisburg	Pennsylvania	17111	888-604-3064
10763	Holobinko Consortium LLC	52 S 460 Street	Harrisburg	Pennsylvania	17111	888-604-3064
11374	Holobinko Consortium LLC	52 S 460 Street	Harrisburg	Pennsylvania	17111	888-604-3064
11375	Holobinko Consortium LLC	52 S 460 Street	Harrisburg	Pennsylvania	17111	888-604-3064

#	Entity Name	Address	City	State	Zip	Telephone
7954	Mellotts Disaster Restoration Inc.	2506 Boas St.	Harrisburg	Pennsylvania	17103	717-541-0614
7955	Mellotts Disaster Restoration Inc.	2506 Boas St.	Harrisburg	Pennsylvania	17103	717-541-0614
9640	D&CG Enterprise, LLC	4845 E Lake Rd.	Jamestown	Pennsylvania	16134	724-432-3431
9641	D&CG Enterprise, LLC	4845 E Lake Rd.	Jamestown	Pennsylvania	16134	724-432-3431
2103	Stiffey Enterprises Limited Partnership	2887 Radebaugh Road	Jeannette	Pennsylvania	15644	724-834-8889
5630	Stiffey Enterprises Limited Partnership	2887 Radebaugh Road	Jeannette	Pennsylvania	15644	724-834-8889
7821	Stiffey Enterprises Limited Partnership	2887 Radebaugh Road	Jeannette	Pennsylvania	15644	724-834-8889
10231	Anthony C.Traficante	1610 Greensburg Pike	North Versailles	Pennsylvania	15137	412-408-2080
11072	Two Brothers Restoration Corp	1610 Greensburg Pike	North Versailles	Pennsylvania	15137	412-408-2080
2097	JS Associated Services, Inc.	745 Allegheny Avenue	Oakmont	Pennsylvania	15139	412-242-4815
2100	JS Associated Services, Inc.	745 Allegheny Avenue	Oakmont	Pennsylvania	15139	412-242-4815
9002	JS Associated Services, Inc.	745 Allegheny Avenue	Oakmont	Pennsylvania	15139	412-242-4815
9003	JS Associated Services, Inc.	745 Allegheny Avenue	Oakmont	Pennsylvania	15139	412-242-4815
9004	JS Associated Services, Inc.	745 Allegheny Avenue	Oakmont	Pennsylvania	15139	412-242-4815
4568	EGH Group, LLC	127 South 3rd Street Suite 1	Perkasie	Pennsylvania	18944	215-257-6000
5648	EGH Group, LLC	127 South 3rd Street Suite 1	Perkasie	Pennsylvania	18944	215-257-6000
8983	EGH Group, LLC	127 South 3rd Street Suite 1	Perkasie	Pennsylvania	18944	215-257-6000
10624	EGH Group, LLC	127 South 3rd Street Suite 1	Perkasie	Pennsylvania	18944	215-257-6000
9758	Omega Restoration, Inc.	4455 North 6th Street Suite 200	Philadelphia	Pennsylvania	19140	215-324-4500
8233	ServiceMaster Omega Restoration	4455 North 6th Street Suite 200	Philadelphia	Pennsylvania	19140	215-324-4500
2083	Cleaning Services Corporation	1330 Wall Avenue	Pitcairn	Pennsylvania	15140	412-372-7771
2419	JARLS, Inc.	523 West Oley Street	Reading	Pennsylvania	19601	610-374-1881
7013	JARLS, Inc.	523 West Oley Street	Reading	Pennsylvania	19601	610-374-1881
9647	JARLS, Inc.	523 West Oley Street	Reading	Pennsylvania	19601	610-374-1881
9428	CDK Recovery, LLC	4898 Campbells Run Road Suite 3	Robinson Twp	Pennsylvania	15205	412-465-1038
9448	CDK Recovery, LLC	4898 Campbells Run Road Suite 3	Robinson Twp	Pennsylvania	15205	412-465-1038
8891	AFG Ventures, Inc.	101 Unit K W. Main Street	Salunga	Pennsylvania	17538	717-299-2261
9869	AFG Ventures, Inc.	101 Unit K W. Main Street	Salunga	Pennsylvania	17538	717-299-2261
10459	AFG Ventures, Inc.	101 Unit K W. Main Street	Salunga	Pennsylvania	17538	717-299-2261
10930	Laurel Highlands Cleaning & Disaster Restoration, Inc.	665 Stoystown Road	Somerset	Pennsylvania	15501	814-569-3790

#	Entity Name	Address	City	State	Zip	Telephone
10931	Laurel Highlands Cleaning & Disaster Restoration, Inc.	665 Stoystown Road	Somerset	Pennsylvania	15501	814-569-3790
10932	Laurel Highlands Cleaning & Disaster Restoration, Inc.	665 Stoystown Road	Somerset	Pennsylvania	15501	814-569-3790
10933	Laurel Highlands Cleaning & Disaster Restoration, Inc.	665 Stoystown Road	Somerset	Pennsylvania	15501	814-569-3790
10934	Laurel Highlands Cleaning & Disaster Restoration, Inc.	665 Stoystown Road	Somerset	Pennsylvania	15501	814-569-3790
10935	Laurel Highlands Cleaning & Disaster Restoration, Inc.	665 Stoystown Road	Somerset	Pennsylvania	15501	814-569-3790
3725	Randon E. Bell and Cynthia L. Bell	1328 Rehobeth Road	Strattanville	Pennsylvania	16258	814-764-3232
3731	Randon E. Bell and Cynthia L. Bell	1328 Rehobeth Road	Strattanville	Pennsylvania	16258	814-764-3232
4314	Water Damage Drying Services, Inc.	12 Gavitt Ave	Westerly	Rhode Island	02891	800-934-5869
4315	Water Damage Drying Services, Inc.	12 Gavitt Ave	Westerly	Rhode Island	02891	800-934-5869
4334	Water Damage Drying Services, Inc.	12 Gavitt Ave	Westerly	Rhode Island	02891	800-934-5869
7121	Water Damage Drying Services, Inc.	12 Gavitt Ave	Westerly	Rhode Island	02891	800-934-5869
7122	Water Damage Drying Services, Inc.	12 Gavitt Ave	Westerly	Rhode Island	02891	800-934-5869
7370	Water Damage Drying Services, Inc.	12 Gavitt Ave	Westerly	Rhode Island	02891	800-934-5869
9631	Water Damage Drying Services, Inc.	12 Gavitt Ave	Westerly	Rhode Island	02891	800-934-5869
1864	Jim Manning	365 Red Cedar Street #403	Bluffton	South Carolina	29910	843-525-9697
1834	ServiceMaster of Beaufort County	365 Red Cedar Street #403	Bluffton	South Carolina	29910	843-525-9697
2852	Turner-King, Inc.	800 Saco Lowell Road	Easley	South Carolina	29640	864-855-2373
6245	Turner-King, Inc.	800 Saco Lowell Road	Easley	South Carolina	29640	864-855-2373
7114	Turner-King, Inc.	800 Saco Lowell Road	Easley	South Carolina	29640	864-855-2373
8839	Turner-King, Inc.	800 Saco Lowell Road	Easley	South Carolina	29640	864-855-2373
8749	Ecostruction, LLC	1212 North Cashua Drive	Florence	South Carolina	29501	843-665-7475
9608	Ecostruction, LLC	1212 North Cashua Drive	Florence	South Carolina	29501	843-665-7475
9775	Blackwell Johnson Jr.	1916 Harrington Street	Newberry	South Carolina	29108	803-321-7798
10535	GB Johnson & Co Inc	1916 Harrington Street	Newberry	South Carolina	29108	803-321-7798
11473	Everyday Reprise, LLC	3228 Industry Drive	North Charleston	South Carolina	29418-8452	843-760-0404
1855	P F & H, Inc.	3228 Industry Drive	North Charleston	South Carolina	29418-8452	843-760-0404

#	Entity Name	Address	City	State	Zip	Telephone
11372	P F & H, Inc.	354 Tiller St.	Pawleys Island	South Carolina	29585	8437326837
11123	Jennings & Jennings Group LLC	170 Old Airport Road	Roebuck	South Carolina	29376	864-582-3451
8188	Jennings & Jennings Group, LLC	170 Old Airport Road	Roebuck	South Carolina	29376	864-582-3451
9245	Jennings & Jennings Group, LLC	170 Old Airport Road	Roebuck	South Carolina	29376	864-582-3451
9579	Jennings & Jennings Group, LLC	170 Old Airport Road	Roebuck	South Carolina	29376	864-582-3451
2848	McCormack Group Inc.	123 Interstate Park	Spartanburg	South Carolina	29303	864-574-3133
5450	McCormack Group Inc.	123 Interstate Park	Spartanburg	South Carolina	29303	864-574-3133
8093	McCormack Group Inc.	123 Interstate Park	Spartanburg	South Carolina	29303	864-574-3133
8163	McCormack Group Inc.	123 Interstate Park	Spartanburg	South Carolina	29303	864-574-3133
8945	McCormack Group Inc.	123 Interstate Park	Spartanburg	South Carolina	29303	864-574-3133
10553	Doing It Right Together (D.I.R.T.), LLC	317 West Highway 14/34	Ft. Pierre	South Dakota	57532	605-224-9919
5992	St. Cloud Restoration, LLC	1201 N Carla Ave	Tea	South Dakota	57064	320-252-4622
7998	St. Cloud Restoration, LLC	1201 N Carla Ave	Tea	South Dakota	57064	320-252-4622
10985	St. Cloud Restoration, LLC	1201 N Carla Ave	Tea	South Dakota	57064	320-252-4622
10986	St. Cloud Restoration, LLC	1201 N Carla Ave	Tea	South Dakota	57064	320-252-4622
11174	St. Cloud Restoration, LLC	1201 N Carla Ave	Tea	South Dakota	57064	320-252-4622
10983	Black Hills Cleaning and Restoration, LLC	2510 9th Ave SW	Watertown	South Dakota	57201	605-886-6006
10890	Prins Cleaning and Restoration, LLC	2510 9th Ave SW	Watertown	South Dakota	57201	605-886-6006
10602	Prins Cleaning and Restoration, LLC	2510 9th Ave SW	Watertown	South Dakota	57201	605-886-6006
10756	Yankton Cleaning and Restoration, LLC	2510 9th Ave SW	Watertown	South Dakota	57201	605-886-6006
7446	Alford Enterprises, Inc.	3309 Regal Drive	Alcoa	Tennessee	37701	865-525-1026
9120	Alford Enterprises, Inc.	3309 Regal Drive	Alcoa	Tennessee	37701	865-525-1026
9121	Alford Enterprises, Inc.	3309 Regal Drive	Alcoa	Tennessee	37701	865-525-1026
9122	Alford Enterprises, Inc.	3309 Regal Drive	Alcoa	Tennessee	37701	865-525-1026
10133	Alford Enterprises, Inc.	2288 Gunbarrel Road Suite 154-341	Chattanooga	Tennessee	37421	423-242-5537
10251	Alford Enterprises, Inc.	2288 Gunbarrel Road Suite 154-341	Chattanooga	Tennessee	37421	423-242-5537
11279	Alford Enterprises, Inc.	2288 Gunbarrel Road Suite 154-341	Chattanooga	Tennessee	37421	423-242-5537
11280	Alford Enterprises, Inc.	2288 Gunbarrel Road Suite 154-341	Chattanooga	Tennessee	37421	423-242-5537
11281	Alford Enterprises, Inc.	2288 Gunbarrel Road Suite 154-341	Chattanooga	Tennessee	37421	423-242-5537
8358	Fire/Serve, Inc.	6101 Enterprise Park Drive Suite 850	Chattanooga	Tennessee	37416	706-937-2786
8359	Fire/Serve, Inc.	6101 Enterprise Park Drive Suite 850	Chattanooga	Tennessee	37416	706-937-2786

#	Entity Name	Address	City	State	Zip	Telephone
6467	Mid-South Restoration, LLC	4676 Ashland City Road Suite B	Clarksville	Tennessee	37043	931-503-0404
6846	Mid-South Restoration, LLC	4676 Ashland City Road Suite B	Clarksville	Tennessee	37043	931-503-0404
7161	Mid-South Restoration, LLC	4676 Ashland City Road Suite B	Clarksville	Tennessee	37043	931-503-0404
8959	Mid-South Restoration, LLC	4676 Ashland City Road Suite B	Clarksville	Tennessee	37043	931-503-0404
9346	Stechyn & Son, Inc.	412 Lynda Lee Lane	Columbia	Tennessee	38401	931-840-0065
6663	Stechyn and Son, Inc.	412 Lynda Lee Lane	Columbia	Tennessee	38401	931-840-0065
6516	Professional Restoration, Inc.	218 Hub Circle	Cookeville	Tennessee	38506	931-372-8480
5985	Cornerstone Restoration Services, LLC	9575 Macon Road	Cordova	Tennessee	38016	901-624-9200
10969	Cornerstone Restoration Services, LLC	9575 Macon Road	Cordova	Tennessee	38016	901-624-9200
11121	Cornerstone Restoration Services, LLC	9575 Macon Road	Cordova	Tennessee	38016	901-624-9200
11122	Cornerstone Restoration Services, LLC	9575 Macon Road	Cordova	Tennessee	38016	901-624-9200
11142	Cornerstone Restoration Services, LLC	9575 Macon Road	Cordova	Tennessee	38016	901-624-9200
11143	Cornerstone Restoration Services, LLC	9575 Macon Road	Cordova	Tennessee	38016	901-624-9200
10297	Porchlight Nashville, LLC	201 Molly Walton Drive #A	Hendersonville	Tennessee	37075	615-822-9327
10299	Porchlight Nashville, LLC	201 Molly Walton Drive #A	Hendersonville	Tennessee	37075	615-822-9327
10300	Porchlight Nashville, LLC	201 Molly Walton Drive #A	Hendersonville	Tennessee	37075	615-822-9327
10303	Porchlight Nashville, LLC	201 Molly Walton Drive #A	Hendersonville	Tennessee	37075	615-822-9327
10304	Porchlight Nashville, LLC	201 Molly Walton Drive #A	Hendersonville	Tennessee	37075	615-822-9327
7509	Creative Restoration & Flooring, Inc.	1314 Kingston Highway	Kingston	Tennessee	37763	865-882-0755
7510	Creative Restoration & Flooring, Inc.	1314 Kingston Highway	Kingston	Tennessee	37763	865-882-0755
10417	Creative Restoration & Flooring, Inc.	1314 Kingston Highway	Kingston	Tennessee	37763	865-882-0755
9449	Brownstone Holdings Corporation	2929 Northwest Park Drive	Knoxville	Tennessee	37912	865-362-5956
9450	Brownstone Holdings Corporation	2929 Northwest Park Drive	Knoxville	Tennessee	37912	865-362-5956
9451	Brownstone Holdings Corporation	2929 Northwest Park Drive	Knoxville	Tennessee	37912	865-362-5956
9649	Brownstone Holdings Corporation	2929 Northwest Park Drive	Knoxville	Tennessee	37912	865-362-5956
10099	Chad Richards	6203 Althorp Cove	Lakeland	Tennessee	38002	901-457-9959
10100	Chad Richards	6203 Althorp Cove	Lakeland	Tennessee	38002	901-457-9959
10101	Chad Richards	6203 Althorp Cove	Lakeland	Tennessee	38002	901-457-9959
10102	Chad Richards	6203 Althorp Cove	Lakeland	Tennessee	38002	901-457-9959
10103	Chad Richards	6203 Althorp Cove	Lakeland	Tennessee	38002	901-457-9959
10684	Cardinal Restoration, Inc.	717 Air Park Center Dr.	Nashville	Tennessee	37217	615-754-8536

#	Entity Name	Address	City	State	Zip	Telephone
10685	Cardinal Restoration, Inc.	717 Air Park Center Dr.	Nashville	Tennessee	37217	615-754-8536
10687	Cardinal Restoration, Inc.	717 Air Park Center Dr.	Nashville	Tennessee	37217	615-754-8536
11218	Cornerstone Restoration Services, LLC	711 Murfreesboro Pike Suite B	Nashville	Tennessee	37210	901-624-9200
11219	Cornerstone Restoration Services, LLC	711 Murfreesboro Pike Suite B	Nashville	Tennessee	37210	901-624-9200
9464	GM Property Restoration, Inc.	147 Space Park South Drive	Nashville	Tennessee	37211	615-802-8000
9634	GM Property Restoration, Inc.	147 Space Park South Drive	Nashville	Tennessee	37211	615-802-8000
10980	CJSJ LLC	305 S Pioneer Drive	Abilene	Texas	79605	325-692-1892
10981	CJSJ LLC	305 S Pioneer Drive	Abilene	Texas	79605	325-692-1892
9215	Brown Construction, Inc.	1446 Flat Creek Road	Athens	Texas	75751	903-677-0209
11336	Brown Construction, Inc.	1446 Flat Creek Road	Athens	Texas	75751	903-677-0209
11059	VantEdge Disaster Group LLC	61 Sawyer	Beaumont	Texas	77702	832-460-5535
11060	VantEdge Disaster Group LLC	61 Sawyer	Beaumont	Texas	77702	832-460-5535
7313	CSTR Services, LLC	405 East 4th	Blooming Grove	Texas	76626	254-829-1690
8375	CSTR Services, LLC	405 East 4th	Blooming Grove	Texas	76626	254-829-1690
9266	Darrin Bigler	2360 Texas Avenue	Bridge City	Texas	77611	409-735-6700
9038	All Pro Restoration, Inc.	720 S Blell Blvd Unit 5D	Cedar Park	Texas	78613	512-252-4722
9457	CGI Restoration Services LLC	1442 Blake Rd.	Conroe	Texas	77304	936-582-4777
9632	CGI Restoration Services LLC	1442 Blake Rd.	Conroe	Texas	77304	936-582-4777
3857	Cleaning & Restoration Services, Inc.	7629 Bay Drive	Corpus Christi	Texas	78414	361-575-9100
5759	Cleaning & Restoration Services, Inc.	7629 Bay Drive	Corpus Christi	Texas	78414	361-575-9100
6306	Guarantee Carpet Cleaning & Restoration, Inc.	7629 Bay Drive	Corpus Christi	Texas	78414	361-575-9100
6307	Guarantee Carpet Cleaning & Restoration, Inc.	7629 Bay Drive	Corpus Christi	Texas	78414	361-575-9100
10657	VantEdge Disaster Group LLC	4436 Brass Way	Dallas	Texas	75236	972-217-4380
10658	VantEdge Disaster Group LLC	4436 Brass Way	Dallas	Texas	75236	972-217-4380
11084	VantEdge Disaster Group LLC	4436 Brass Way	Dallas	Texas	75236	972-217-4380
11085	VantEdge Disaster Group LLC	4436 Brass Way	Dallas	Texas	75236	972-217-4380
11086	VantEdge Disaster Group LLC	4436 Brass Way	Dallas	Texas	75236	972-217-4380
11087	VantEdge Disaster Group LLC	4436 Brass Way	Dallas	Texas	75236	972-217-4380
10661	HRHA Services, L.C.	1080 Crown Ridge BDG #1 Suite D	Eagle Pass	Texas	78852	956-718-2778
8432	CTBC Restoration Corporation	6180 Doniphan Suite A-9	El Paso	Texas	79932	915-858-8699
10011	CTBC Restoration Corporation	6180 Doniphan Suite A-9	El Paso	Texas	79932	915-858-8699

#	Entity Name	Address	City	State	Zip	Telephone
5962	MAD Triangle Holdings, LLC	1630 W Euless Blvd	Euless	Texas	76040	817-267-5555
6661	MAD Triangle Holdings, LLC	1630 W Euless Blvd	Euless	Texas	76040	817-267-5555
9521	MAD Triangle Holdings, LLC	1630 W Euless Blvd	Euless	Texas	76040	817-267-5555
9347	Associated Restoration Technologies Inc.	7521 Pebble Dr.	Fort Worth	Texas	76118	817-478-0330
11334	CJFSL Ventures, LLC	207 King Road Unit 202	Frisco	Texas	75036	2148557782
11338	CJFSL Ventures, LLC	207 King Road Unit 202	Frisco	Texas	75036	2148557782
11339	CJFSL Ventures, LLC	207 King Road Unit 202	Frisco	Texas	75036	2148557782
11182	Northwest NM Ventures LLC	207 King Road Unit 202	Frisco	Texas	75036	2148557782
2355	Disaster Restoration Services by Gilmer, LLC	3126 National Circle	Garland	Texas	75041	972-840-8888
2356	Disaster Restoration Services by Gilmer, LLC	3126 National Circle	Garland	Texas	75041	972-840-8888
2357	Disaster Restoration Services by Gilmer, LLC	3126 National Circle	Garland	Texas	75041	972-840-8888
2358	Disaster Restoration Services by Gilmer, LLC	3126 National Circle	Garland	Texas	75041	972-840-8888
2359	Disaster Restoration Services by Gilmer, LLC	3126 National Circle	Garland	Texas	75041	972-840-8888
2364	Disaster Restoration Services by Gilmer, LLC	3126 National Circle	Garland	Texas	75041	972-840-8888
2368	Disaster Restoration Services by Gilmer, LLC	3126 National Circle	Garland	Texas	75041	972-840-8888
8490	Hawkins Island Homes Inc.	2102 Fair Park Blvd.	Harlingen	Texas	78550	956-423-3601
8988	Hawkins Island Homes Inc.	2102 Fair Park Blvd.	Harlingen	Texas	78550	956-423-3601
10249	Xtreme Clean Inc.	16060 Bandera Road Bldge 3	Helotes	Texas	78023	210-520-8700
11433	Atlantic Coast Restoration Group, LLC	10060 West Road	Houston	Texas	77064	352-794-0270
11178	TETX, LLC	10060 West Road	Houston	Texas	77064	352-794-0270
9849	VantEdge Disaster Group LLC	115 W Front St.	Hutto	Texas	78634	512-646-2135
10288	VantEdge Disaster Group LLC	115 W Front St.	Hutto	Texas	78634	512-646-2135
10289	VantEdge Disaster Group LLC	115 W Front St.	Hutto	Texas	78634	512-646-2135
10290	VantEdge Disaster Group LLC	115 W Front St.	Hutto	Texas	78634	512-646-2135
10330	VantEdge Disaster Group LLC	115 W Front St.	Hutto	Texas	78634	512-646-2135
10332	VantEdge Disaster Group LLC	115 W Front St.	Hutto	Texas	78634	512-646-2135
10334	VantEdge Disaster Group LLC	115 W Front St.	Hutto	Texas	78634	512-646-2135
11009	VantEdge Disaster Group LLC	115 W Front St.	Hutto	Texas	78634	512-646-2135
3851	Beartown Restore Group, LLC	801 Russell Palmer Road	Kingwood	Texas	77339	281-358-0363
5320	Beartown Restore Group, LLC	801 Russell Palmer Road	Kingwood	Texas	77339	281-358-0363
6153	Beartown Restore Group, LLC	801 Russell Palmer Road	Kingwood	Texas	77339	281-358-0363

#	Entity Name	Address	City	State	Zip	Telephone
10614	Beartown Restore Group, LLC	801 Russell Palmer Road	Kingwood	Texas	77339	281-358-0363
10615	Beartown Restore Group, LLC	801 Russell Palmer Road	Kingwood	Texas	77339	281-358-0363
8636	Texas SRM Ventures Inc	801 Russell Palmer Road	Kingwood	Texas	77339	281-358-0363
10412	Cesar Chimely & Sandra Ojeda	10088 W. 83 US Expressway	La Feria	Texas	78559	956-800-3100
11304	Elite Restoration, LLC	10088 W. 83 US Expressway	La Feria	Texas	78559	956-800-3100
7146	HRHA Services, L.C.	1601 Jacaman Rd	Laredo	Texas	78041	956-718-2778
7228	HRHA Services, L.C.	1601 Jacaman Rd	Laredo	Texas	78041	956-718-2778
7138	Kingdom Advantage, Inc.	602 Hobbs Road	League City	Texas	77573	281-332-3900
9432	Kingdom Advantage, Inc.	602 Hobbs Road	League City	Texas	77573	281-332-3900
10012	MZD Enterprises LLC	512 Creek Ct.	Lewisville	Texas	75067	214-563-1138
10442	MZD Enterprises LLC	512 Creek Ct.	Lewisville	Texas	75067	214-563-1138
10443	MZD Enterprises LLC	512 Creek Ct.	Lewisville	Texas	75067	214-563-1138
6947	BSRK, Inc.	1410 W Marshall Ave	Longview	Texas	75604	903-291-8795
6948	BSRK, Inc.	1410 W Marshall Ave	Longview	Texas	75604	903-291-8795
10746	TA Restoration LLC	2614 130th Street Suite #199	Lubbock	Texas	79423	806-746-2450
10415	Thomas Adams & Alissa Lynn Adams	2614 130th Street Suite #199	Lubbock	Texas	79423	806-746-2450
8821	VantEdge Disaster Group LLC	32014 Tamina	Magnolia	Texas	77354	832-460-5535
9224	VantEdge Disaster Group LLC	32014 Tamina	Magnolia	Texas	77354	832-460-5535
9264	VantEdge Disaster Group LLC	32014 Tamina	Magnolia	Texas	77354	832-460-5535
10291	VantEdge Disaster Group LLC	32014 Tamina	Magnolia	Texas	77354	832-460-5535
10982	CJSJ LLC	9 E Industrial Loop	Midland	Texas	79701	432-307-1048
10088	RGV Superior Restoration Services, LLC	1109 Inspiration Blvd.	Mission	Texas	78573	956-458-5301
10175	Blalock Capital LLC	8419 Cape Henry	Missouri City	Texas	77459	832-302-9494
10475	BSRK, Inc.	4480 W State Hwy 7	Nacogdoches	Texas	75964	936-305-7056
10578	BSRK, Inc.	4480 W State Hwy 7	Nacogdoches	Texas	75964	936-305-7056
9405	J & M Rogers Service Co., LLC	100 Slaton Dr.	Nash	Texas	75569	903-832-0127
10403	J & M Rogers Service Co., LLC	100 Slaton Dr.	Nash	Texas	75569	903-832-0127
11224	BT Services, LLC	6905 K Ave #211	Plano	Texas	75974	469-964-1554
6740	Metroplex Cleaning & Restoration Inc.	7434 Tower Street	Richland Hills	Texas	76118	817-205-5759
6741	Metroplex Cleaning & Restoration Inc.	7434 Tower Street	Richland Hills	Texas	76118	817-205-5759
9212	Metroplex Cleaning & Restoration Inc.	7434 Tower Street	Richland Hills	Texas	76118	817-205-5759

#	Entity Name	Address	City	State	Zip	Telephone
10043	Metroplex Cleaning & Restoration Inc.	7434 Tower Street	Richland Hills	Texas	76118	817-205-5759
8808	Texas Best Deflooding & Carpet Cleaning, Inc.	1709 Cox Lane	San Angelo	Texas	76903	325-944-0010
9848	VantEdge Disaster Group LLC	4646 Sinclair Rd	San Antonio	Texas	78222	210-496-3866
9852	VantEdge Disaster Group LLC	4646 Sinclair Rd	San Antonio	Texas	78222	210-496-3866
9853	VantEdge Disaster Group LLC	4646 Sinclair Rd	San Antonio	Texas	78222	210-496-3866
11008	VantEdge Disaster Group LLC	4646 Sinclair Rd	San Antonio	Texas	78222	210-496-3866
11010	VantEdge Disaster Group LLC	4646 Sinclair Rd	San Antonio	Texas	78222	210-496-3866
10329	JCooper, Inc.	24119 Lenze Road	Spring	Texas	77389	281-257-2227
9547	VantEdge Disaster Group LLC	2313 9th Ave. N Ave	Texas City	Texas	77590	832-460-5535
2805	BSRK, Inc.	12851 State Highway 155 South	Tyler	Texas	75703	903-534-5231
7312	CSTR Services, LLC	5774 S. University Parks Drive	Waco	Texas	76706	254-829-1690
7402	CSTR Services, LLC	5774 S. University Parks Drive	Waco	Texas	76706	254-829-1690
7403	CSTR Services, LLC	5774 S. University Parks Drive	Waco	Texas	76706	254-829-1690
11004	VantEdge Disaster Group LLC	210 E Crest	Waco	Texas	76705	254-389-2300
8376	CSTR Services, LLC	2250 W Highway 287 Business	Waxahachie	Texas	75165	254-829-1690
9435	CSTR Services, LLC	2250 W Highway 287 Business	Waxahachie	Texas	75165	254-829-1690
9705	CST Restoration, LLC	7940 Seymour Hwy.	Wichita Falls	Texas	76310	940-723-4722
9706	CST Restoration, LLC	7940 Seymour Hwy.	Wichita Falls	Texas	76310	940-723-4722
9708	CST Restoration, LLC	7940 Seymour Hwy.	Wichita Falls	Texas	76310	940-723-4722
10522	CST Restoration, LLC	7940 Seymour Hwy.	Wichita Falls	Texas	76310	940-723-4722
10866	DSG Project, Inc.	2170 W 850 N	Cedar City	Utah	84721	435-867-5321
10867	DSG Project, Inc.	2170 W 850 N	Cedar City	Utah	84721	435-867-5321
10868	DSG Project, Inc.	2170 W 850 N	Cedar City	Utah	84721	435-867-5321
10869	DSG Project, Inc.	2170 W 850 N	Cedar City	Utah	84721	435-867-5321
5005	Smithco, Inc.	597 North 1250 West Suite 4	Centerville	Utah	84014	801-972-4444
10471	Smithco, Inc.	597 North 1250 West Suite 4	Centerville	Utah	84014	801-972-4444
10473	Smithco, Inc.	597 North 1250 West Suite 4	Centerville	Utah	84014	801-972-4444
10474	Smithco, Inc.	597 North 1250 West Suite 4	Centerville	Utah	84014	801-972-4444
10905	Deseret Restoration LLC	3220 Horse Thief Dr.	Heber City	Utah	84032	435-565-0742
11373	Deseret Restoration LLC	3220 Horse Thief Dr.	Heber City	Utah	84032	435-565-0742
10410	Robert L. Rasmussen	1520 Daniels Way	Heber City	Utah	84032	435-654-9999

#	Entity Name	Address	City	State	Zip	Telephone
10909	Wasatch Front Disaster Services, LLC	401 S. 850 E.	Lehi	Utah	84043	801-692-1638
10910	Wasatch Front Disaster Services, LLC	401 S. 850 E.	Lehi	Utah	84043	801-692-1638
7484	Southern Utah Disaster Services, Inc.	476 E. Riverside Drive B-4	St. George	Utah	84790	435-628-9866
9374	First Response Corp	278 North Main Street	Tooele	Utah	84074	435-884-1146
10336	First Response Corp	278 North Main Street	Tooele	Utah	84074	435-884-1146
10338	First Response Corp	278 North Main Street	Tooele	Utah	84074	435-884-1146
10764	First Response Corp	278 North Main Street	Tooele	Utah	84074	435-884-1146
3754	Robert L. Rasmussen and Kelly A. Rasmussen	1721 South 1500 West	Vernal	Utah	84078	435-789-2929
3756	Fairbanks Investment Company	2550 South 2570 West	West Valley City	Utah	84119	801-506-0027
5612	Fairbanks Investment Company	2550 South 2570 West	West Valley City	Utah	84119	801-506-0027
10527	Fairbanks Investment Company	2550 South 2570 West	West Valley City	Utah	84119	801-506-0027
10529	Fairbanks Investment Company	2550 South 2570 West	West Valley City	Utah	84119	801-506-0027
8126	AFAM, LLC, CCAPS, LLC, MAJE, LLC	54 Echo Place #3	Williston	Vermont	05495	603-552-6335
8128	AFAM, LLC, CCAPS, LLC, MAJE, LLC	54 Echo Place #3	Williston	Vermont	05495	603-552-6335
1980	Charmay, Inc.	7551 Fordson Road	Alexandria	Virginia	22306	703-212-7000
1982	Charmay, Inc.	7551 Fordson Road	Alexandria	Virginia	22306	703-212-7000
5401	Charmay, Inc.	7551 Fordson Road	Alexandria	Virginia	22306	703-212-7000
9285	Charmay, Inc.	7551 Fordson Road	Alexandria	Virginia	22306	703-212-7000
7920	Axel Industries, Inc.	1317 Carlton Avenue Suite 100	Charlottesville	Virginia	22902	434-293-3366
7921	Axel Industries, Inc.	1317 Carlton Avenue Suite 100	Charlottesville	Virginia	22902	434-293-3366
6857	Resclean, LLC	1716 Lambert Ct.	Chesapeake	Virginia	23320	757-382-9516
6858	Resclean, LLC	1716 Lambert Ct.	Chesapeake	Virginia	23320	757-382-9516
10094	Resclean, LLC	1716 Lambert Ct.	Chesapeake	Virginia	23320	757-382-9516
9768	SLL, Inc.	126 Woodside Drive Suite B	Danville	Virginia	24540	434-835-0212
9769	SLL, Inc.	126 Woodside Drive Suite B	Danville	Virginia	24540	434-835-0212
11461	Neumann & Co LLC	2944 Prosperity Ave	Falls Church	Virginia	22042	703-448-0101
7440	Do-Ra, Inc.	21 Enterprise Court	Fredericksburg	Virginia	22405	540-657-6464
8180	Restoration & Cleaning, Inc.	3435 Forest Brook Road	Lynchburg	Virginia	24501	434-385-7862
9195	Restoration & Cleaning, Inc.	3435 Forest Brook Road	Lynchburg	Virginia	24501	434-385-7862
3049	Restoration And Cleaning Services, Inc.	3435 Forest Brook Road	Lynchburg	Virginia	24501	434-385-7862
3073	Restoration And Cleaning Services, Inc.	3435 Forest Brook Road	Lynchburg	Virginia	24501	434-385-7862

#	Entity Name	Address	City	State	Zip	Telephone
7922	Axel Industries, Inc.	2467 South Seminole Trail	Madison	Virginia	22727	540-948-2291
7923	Axel Industries, Inc.	2467 South Seminole Trail	Madison	Virginia	22727	540-948-2291
9251	SRSVA, LLC	12209 Balls Ford Road	Manassas	Virginia	20109	603-552-6335
9252	SRSVA, LLC	12209 Balls Ford Road	Manassas	Virginia	20109	603-552-6335
9253	SRSVA, LLC	12209 Balls Ford Road	Manassas	Virginia	20109	603-552-6335
9254	SRSVA, LLC	12209 Balls Ford Road	Manassas	Virginia	20109	603-552-6335
9255	SRSVA, LLC	12209 Balls Ford Road	Manassas	Virginia	20109	603-552-6335
9827	Belvidere Clean LLC	2419 Westwood Avenue	Richmond	Virginia	23230	804-285-4909
8874	M J & L Cleaning, LLC	2102 Ruffin Road	Richmond	Virginia	23234	804-748-0716
6795	ServiceMaster Of Shenandoah Valley, Inc.	3953 Daugherty Road	Salem	Virginia	24153	540-362-4230
7182	ServiceMaster Of Shenandoah Valley, Inc.	3953 Daugherty Road	Salem	Virginia	24153	540-362-4230
7356	ServiceMaster Of Shenandoah Valley, Inc.	3953 Daugherty Road	Salem	Virginia	24153	540-362-4230
7966	ServiceMaster Of Shenandoah Valley, Inc.	3953 Daugherty Road	Salem	Virginia	24153	540-362-4230
7967	ServiceMaster Of Shenandoah Valley, Inc.	3953 Daugherty Road	Salem	Virginia	24153	540-362-4230
7969	ServiceMaster Of Shenandoah Valley, Inc.	3953 Daugherty Road	Salem	Virginia	24153	540-362-4230
9859	ServiceMaster Of Shenandoah Valley, Inc.	3953 Daugherty Road	Salem	Virginia	24153	540-362-4230
1996	W.E. Price	45570 Shepard Drive #5	Sterling	Virginia	20164	703-444-6000
4534	W.E. Price	45570 Shepard Drive #5	Sterling	Virginia	20164	703-444-6000
4956	W.E. Price	45570 Shepard Drive #5	Sterling	Virginia	20164	703-444-6000
12223	Resclean, LLC	1214 Unit B Portsmouth Blvd	Suffolk	Virginia	23434	757-925-0606
11477	Milstead Services Company, Inc.	252 LaGrange Industrial Drive	Tappahannock	Virginia	22560	804-443-2687
8859	BP & CU LLC	800 Seahawk Circle #132	Virginia Beach	Virginia	23452	757-286-4000
11162	BP&CU, LLC	800 Seahawk Circle #132	Virginia Beach	Virginia	23452	757-286-4000
4852	ServiceMaster Of Shenandoah Valley, Inc.	178 Imboden Drive	Winchester	Virginia	22603	540-662-0609
1974	Do-Ra, Inc.	14875 Farm Creek Drive	Woodbridge	Virginia	22191	703-490-3355
5980	Do-Ra, Inc.	14875 Farm Creek Drive	Woodbridge	Virginia	22191	703-490-3355
9477	Do-Ra, Inc.	14875 Farm Creek Drive	Woodbridge	Virginia	22191	703-490-3355
10163	Do-Ra, Inc.	14875 Farm Creek Drive	Woodbridge	Virginia	22191	703-490-3355
10689	Do-Ra, Inc.	14875 Farm Creek Drive	Woodbridge	Virginia	22191	703-490-3355
5075	BP & CU LLC	8530 George Washington Mem Highway	Yorktown	Virginia	23692	757-877-5037
5238	Resclean, LLC	201 Production Drive Suite A	Yorktown	Virginia	23693	757-596-8852

#	Entity Name	Address	City	State	Zip	Telephone
6653	Resclean, LLC	201 Production Drive Suite A	Yorktown	Virginia	23693	757-596-8852
5399	Randall Enterprises, Inc.	813 West Heron	Aberdeen	Washington	98520	360-537-9800
4873	Roth Construction, Inc.	3900 Spur Ridge Lane	Bellingham	Washington	98226	360-733-7788
7875	Roth Construction, Inc.	3900 Spur Ridge Lane	Bellingham	Washington	98226	360-733-7788
7876	Roth Construction, Inc.	3900 Spur Ridge Lane	Bellingham	Washington	98226	360-733-7788
11167	Roth Construction, Inc.	3900 Spur Ridge Lane	Bellingham	Washington	98226	360-733-7788
10601	Adina Ciocca	12515 224th Ave E	Bonney Lake	Washington	98391	425-589-2041
7448	Snohomish Restoration Services, LLC	1727 East Marine View Drive	Everett	Washington	98201	425-637-9770
7450	Snohomish Restoration Services, LLC	1727 East Marine View Drive	Everett	Washington	98201	425-637-9770
10467	Randall Enterprises, Inc.	5103 Lacey Blvd SE	Lacey	Washington	98503	360-972-3306
10750	W.P.E. Inc.	2305 Columbia Heights Road	Longview	Washington	98632	360-425-3331
10751	W.P.E. Inc.	2305 Columbia Heights Road	Longview	Washington	98632	360-425-3331
10752	W.P.E. Inc.	2305 Columbia Heights Road	Longview	Washington	98632	360-425-3331
5618	Francisco Enterprises, Inc.	416 South Western Avenue Suite A	Moses Lake	Washington	98837	509-765-7582
5652	Hix, Inc.	15336 NE 96th Place Suite C5	Redmond	Washington	98052	425-861-9042
4889	JC Services, Inc.	8661 154th Avenue NE Ste 140	Redmond	Washington	98052	425-867-5035
9217	JC Services, Inc.	8661 154th Avenue NE Ste 140	Redmond	Washington	98052	425-867-5035
10482	Antim's Quality Services Corp	13411 E Trent	Spokane	Washington	99216	509-922-2500
10483	Antim's Quality Services Corp	13411 E Trent	Spokane	Washington	99216	509-922-2500
10777	Fred Anderson & Steve Young	2503 E Riverside Avenue	Spokane	Washington	99202	509-535-5440
8500	Road Trip, Inc.	2503 E Riverside Avenue	Spokane	Washington	99202	509-535-5440
2304	Avila-Sorenson, Inc	5111 S. Burlington Way	Tacoma	Washington	98409	253-383-1776
2267	Avila-Sorenson, Inc.	5111 S. Burlington Way	Tacoma	Washington	98409	253-383-1776
2271	Avila-Sorenson, Inc.	5111 S. Burlington Way	Tacoma	Washington	98409	253-383-1776
2283	Avila-Sorenson, Inc.	5111 S. Burlington Way	Tacoma	Washington	98409	253-383-1776
2307	Avila-Sorenson, Inc.	5111 S. Burlington Way	Tacoma	Washington	98409	253-383-1776
7273	Avila-Sorenson, Inc.	5111 S. Burlington Way	Tacoma	Washington	98409	253-383-1776
10788	RBD Construction and Restoration, LLC	1240 Industrial Way	Union Gap	Washington	98903	509-452-8906
10789	RBD Construction and Restoration, LLC	1240 Industrial Way	Union Gap	Washington	98903	509-452-8906
10879	RBD Construction and Restoration, LLC	1240 Industrial Way	Union Gap	Washington	98903	509-452-8906
10571	Emergency Response Restoration, Inc.	5909 NE 152nd Avenue Suite 220	Vancouver	Washington	98682	360-696-1311

#	Entity Name	Address	City	State	Zip	Telephone
10572	Emergency Response Restoration, Inc.	5909 NE 152nd Avenue Suite 220	Vancouver	Washington	98682	360-696-1311
6581	Francisco Enterprises, Inc.	1313 Walla Walla Avenue	Wenatchee	Washington	98801	509-765-7582
6582	Francisco Enterprises, Inc.	1313 Walla Walla Avenue	Wenatchee	Washington	98801	509-765-7582
10928	Young's ServiceMaster Cleaning Services, Inc.	3682 Dodge Street	West Richland	Washington	99353	509-967-3471
10929	Young's ServiceMaster Cleaning Services, Inc.	3682 Dodge Street	West Richland	Washington	99353	509-967-3471
2274	L & M Services, Inc.	21220 87th Ave SE	Woodinville	Washington	98072	800-767-2332
2285	L & M Services, Inc.	21220 87th Ave SE	Woodinville	Washington	98072	800-767-2332
8623	L & M Services, Inc.	21220 87th Ave SE	Woodinville	Washington	98072	800-767-2332
7981	SBB Disaster Cleaning & Restoration, LLC	10477 Williamsport Pike	Falling Waters	West Virginia	25419	304-262-2600
7982	SBB Disaster Cleaning & Restoration, LLC	10477 Williamsport Pike	Falling Waters	West Virginia	25419	304-262-2600
10183	Miller's Cleaning Services, Inc.	1200 Lake Street	Baraboo	Wisconsin	53913	608-356-8888
10211	Miller's Cleaning Services, Inc.	1200 Lake Street	Baraboo	Wisconsin	53913	608-356-8888
10212	Miller's Cleaning Services, Inc.	1200 Lake Street	Baraboo	Wisconsin	53913	608-356-8888
10213	Miller's Cleaning Services, Inc.	1200 Lake Street	Baraboo	Wisconsin	53913	608-356-8888
10904	Miller's Cleaning Services, Inc.	1200 Lake Street	Baraboo	Wisconsin	53913	608-356-8888
10716	Drexler Enterprises, LLC	8791 County Rd V	Chili	Wisconsin	54420	715-743-7007
10603	ZEP Restores, LLC	4121 124th St.	Chippewa Falls	Wisconsin	54729	715-723-9781
10604	ZEP Restores, LLC	4121 124th St.	Chippewa Falls	Wisconsin	54729	715-723-9781
10605	ZEP Restores, LLC	4121 124th St.	Chippewa Falls	Wisconsin	54729	715-723-9781
4671	Restoration Holdings, Inc.	3201 Market Street	Green Bay	Wisconsin	54304	920-336-7411
5697	Restoration Holdings, Inc.	3201 Market Street	Green Bay	Wisconsin	54304	920-336-7411
5698	Restoration Holdings, Inc.	3201 Market Street	Green Bay	Wisconsin	54304	920-336-7411
10607	Restoration Holdings, Inc.	3201 Market Street	Green Bay	Wisconsin	54304	920-336-7411
10609	Restoration Holdings, Inc.	3201 Market Street	Green Bay	Wisconsin	54304	920-336-7411
10857	Restoration Holdings, Inc.	3201 Market Street	Green Bay	Wisconsin	54304	920-336-7411
9823	JRK Services, Inc.	5860 Saint Lawrence	Hartford	Wisconsin	53027	888-504-6053
9824	JRK Services, Inc.	5860 Saint Lawrence	Hartford	Wisconsin	53027	888-504-6053
9825	JRK Services, Inc.	5860 Saint Lawrence	Hartford	Wisconsin	53027	888-504-6053
9896	JRK Services, Inc.	5860 Saint Lawrence	Hartford	Wisconsin	53027	888-504-6053
10027	JRK Services, Inc.	5860 Saint Lawrence	Hartford	Wisconsin	53027	888-504-6053
10397	JRK Services, Inc.	5860 Saint Lawrence	Hartford	Wisconsin	53027	888-504-6053

#	Entity Name	Address	City	State	Zip	Telephone
10445	JRK Services, Inc.	5860 Saint Lawrence	Hartford	Wisconsin	53027	888-504-6053
10446	JRK Services, Inc.	5860 Saint Lawrence	Hartford	Wisconsin	53027	888-504-6053
10447	JRK Services, Inc.	5860 Saint Lawrence	Hartford	Wisconsin	53027	888-504-6053
10448	JRK Services, Inc.	5860 Saint Lawrence	Hartford	Wisconsin	53027	888-504-6053
11124	JRK Services, Inc.	5860 Saint Lawrence	Hartford	Wisconsin	53027	888-504-6053
11125	JRK Services, Inc.	5860 Saint Lawrence	Hartford	Wisconsin	53027	888-504-6053
10279	Restoration & Cleanup Services, Inc.	5605 Sheridan Road Unite: 1365	Kenosha	Wisconsin	53141	262-947-4100
11282	Restoration Holdings, Inc.	2004 Ward Avenue	LaCrosse	Wisconsin	54601	608-783-6199
11283	Restoration Holdings, Inc.	2004 Ward Avenue	LaCrosse	Wisconsin	54601	608-783-6199
7683	JRC, Inc.	2216 Marshall Street	Manitowoc	Wisconsin	54220	920-682-8668
3825	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
3828	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
3842	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
5225	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
5690	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
5691	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
7347	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
7602	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
8018	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
8877	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
8878	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
9474	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
9497	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
10579	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
10829	JRC, Inc.	2215 South 162nd Street	New Berlin	Wisconsin	53151	262-782-3335
8055	Restoration Holdings, Inc.	2705 Harrison Street	Oshkosh	Wisconsin	54901	920-233-6699
10715	Restoration Holdings, Inc.	2705 Harrison Street	Oshkosh	Wisconsin	54901	920-233-6699
10927	Restoration Holdings, Inc.	2705 Harrison Street	Oshkosh	Wisconsin	54901	920-233-6699
6495	Restoration Holdings, Inc.	807 Weeks Ave	Superior	Wisconsin	54880	715-718-4515
7196	Restoration Holdings, Inc.	807 Weeks Ave	Superior	Wisconsin	54880	715-718-4515
10476	Restoration Holdings, Inc.	807 Weeks Ave	Superior	Wisconsin	54880	715-718-4515

#	Entity Name	Address	City	State	Zip	Telephone
10477	Restoration Holdings, Inc.	807 Weeks Ave	Superior	Wisconsin	54880	715-718-4515
7777	J & L Bodsberg Enterprises, LLC	540 E. Townline Road	Turtle Lake	Wisconsin	54889	715-986-2744
7785	J & L Bodsberg Enterprises, LLC	540 E. Townline Road	Turtle Lake	Wisconsin	54889	715-986-2744
8671	J & L Bodsberg Enterprises, LLC	540 E. Townline Road	Turtle Lake	Wisconsin	54889	715-986-2744
8672	J & L Bodsberg Enterprises, LLC	540 E. Townline Road	Turtle Lake	Wisconsin	54889	715-986-2744
8673	J & L Bodsberg Enterprises, LLC	540 E. Townline Road	Turtle Lake	Wisconsin	54889	715-986-2744
8344	Restoration Holdings, Inc.	225005 Lilac Avenue	Wausau	Wisconsin	54401	715-842-2488
10364	Restoration Holdings, Inc.	225005 Lilac Avenue	Wausau	Wisconsin	54401	715-842-2488
10365	Restoration Holdings, Inc.	225005 Lilac Avenue	Wausau	Wisconsin	54401	715-842-2488
10886	Kellerstrass Restoration Services, LLC	2078 S. 56th St.	West Allis	Wisconsin	53219	414-206-5600
10392	DSI Holdings Corporation	4410 Duraform Lane	Windsor	Wisconsin	53598	800-954-9444
10396	DSI Holdings Corporation	4410 Duraform Lane	Windsor	Wisconsin	53598	800-954-9444
6748	Country Lane Restoration Services, Inc.	308 Southwest Drive Unit H	Cheyenne	Wyoming	82007	307-634-2277
8282	Country Lane Restoration Services, Inc.	308 Southwest Drive Unit H	Cheyenne	Wyoming	82007	307-634-2277
7260	Robert L. Rasmussen and Kelly A. Rasmussen	1901 Foothill Boulevard	Rock Springs	Wyoming	82901	307-382-7777
7261	Robert L. Rasmussen and Kelly A. Rasmussen	1901 Foothill Boulevard	Rock Springs	Wyoming	82901	307-382-7777

Franchise Agreements Signed But Units Not Open
(As of December 31, 2024)

#	Franchisee	Franchisee	City	State	Zip	Phone
11474	Sebastian Samu		Tucson	AZ	85756	(520) 990-1426
11463	Jeanaton Baias		El Centro	CA	92243	(951) 509-0340
11398	Banipal Oushana	Hilin Samow	Turlock	CA	95380	(209) 277-3461
11333	Ramin Favakehi		Tustin	CA	92780	(949) 929-2630
11475	Erik Peiker		Littleton	CO	80127	(720) 280-5368
11476	Erik Peiker		Littleton	CO	80127	(720) 280-5368
11433	Mason Thomas	Brannon Easterling	Ormond Beach	FL	32174	(352) 586-0194
11466	Mike Odeh	Cindi Odeh	Wheaton	IL	60187	(630) 969-9999
11465	Mike Odeh	Cindi Odeh	Wheaton	IL	60187	(630) 969-9999
11464	Mike Odeh	Cindi Odeh	Wheaton	IL	60187	(630) 969-9999
11395	Leonard Cabrera	Nancy Cabrera	Metairie	LA	70001	(504) 832-9944
11450	Steven Gilmore		Norwood	MA	02062	(508) 962-4588
11451	Steven Gilmore		Norwood	MA	02060	(508) 962-4588

Exhibit E to the FDD

LIST OF FORMER FRANCHISEES

LIST OF FORMER FRANCHISEES
(As of December 31, 2024)

Terminations, Non-Renewals, and Ceased Operations

The following is a compilation of the name, and last known address, and telephone number of every franchisee who has had an outlet terminated, cancelled, not renewed, or otherwise voluntarily ceased to do business under the ServiceMaster Restore® Franchise Agreement(s) or who have not communicated with us within ten weeks of the issuance date.

# of Franchises	First Name	Last Name	City	State	Telephone	Category
1	Charles	Rich	Foley	Alabama	251-943-3899	Ceased Operations
1	Justin	White	Jonesboro	Arkansas	111-111-1111	Non-Renewal
1	Tylisa	Cagle	Hesperia	California	909-449-7378	Non-Renewal
1	Levi	Borcsa	North Palm Springs	California	626-332-4700	Non-Renewal
2	Cesario	Ocampo	San Francisco	California	415-648-4128	Terminated
1	Monita	Sharma	Santa Rosa	California	707-579-7979	Non-Renewal
1	Jim	Raitt	Eagle	Colorado	970-328-5040	Non-Renewal
1	Jim	Raitt	Silverthorne	Colorado	970-328-5040	Non-Renewal
1	Joseph	Igou	Boca Raton	Florida	423-747-9475	Terminated
1	Sandy	Williamson	Bethlehem	Georgia	770-962-0110	Non-Renewal
1	Clint	Bailey	Canton	Georgia	770-720-9533	Terminated
1	Christopher	Lovejoy	Conyers	Georgia	770-992-1575	Non-Renewal
1	Colon	Hemrick	Newnan	Georgia	678-414-6128	Terminated
1	Rex	Johnson	Couer d Alene	Idaho	208-704-4286	Ceased Operations
1	Kevin	Kallas	Cary	Illinois	847-381-1620	Ceased Operations
1	Sam	Salaita	East Dundee	Illinois	847-844-8882	Terminated
2	DeMaris	Beller	Indianapolis	Indiana	317-602-8070	Non-Renewal
1	Joel	Harris	Waterloo	Iowa	319-291-3991	Non-Renewal
1	Cathy	Andrews	Junction City	Kansas	785-238-4818	Ceased Operations
1	Mike	Tate	Wichita	Kansas	316-943-9834	Ceased Operations
1	Jeff	Salley	Winchester	Kentucky	859-744-2581	Ceased Operations
5	Cleda	McCain	Capital Heights	Maryland	301-333-0400	Non-Renewal
2	Mohamed	El	Dearborn Heights	Michigan	313-317-4000	Non-Renewal
3	Jesce	Howard	Okemos	Michigan	800-336-5789	Non-Renewal
3	Brett	Berryman	Great Falls	Montana	406-761-0032	Ceased Operations
1	Shannon	Kuntz	Bellevue	Nebraska	402-434-2197	Non-Renewal
1	Atef	Najjar	Edison	New Jersey	732-985-5599	Terminated
1	Jon	Ives	Huntington	New York	631-423-1424	Ceased Operations
1	Fred	Higginbotham	Westfield	New York	716-326-3474	Non-Renewal
1	Phillip	Hawkins	Greensboro	North Carolina	336-379-5005	Ceased Operations
1	Durand	Hopkins	Berea	Ohio	440-816-1376	Non-Renewal
2	Durand	Hopkins	Berea	Ohio	440-816-1376	Terminated

# of Franchises	First Name	Last Name	City	State	Telephone	Category
1	Janet	Buckalew	Klamath Falls	Oregon	541-882-5049	Ceased Operations
1	Mark	McCollom	Springfield	Oregon	541-337-8637	Ceased Operations
3	John	Holobinko	Bellefonte	Pennsylvania	814-231-0812	Ceased Operations
1	Fred	Higginbotham	Erie	Pennsylvania	716-326-3474	Non-Renewal
1	Mickey	Rapp	Harrisburg	Pennsylvania	717-395-7308	Terminated
1	Dyar	Jennings	Roebuck	South Carolina	864-582-3451	Non-Renewal
2	Castle	Swanson	Collierville	Tennessee	901-854-6225	Ceased Operations
1	Brad	McClure	Centerville	Utah	801-972-4444	Non-Renewal
1	Kathleen	Fairbanks	Murray	Utah	801-506-0027	Non-Renewal
1	Jed	Baker	Price	Utah	435-637-9165	Ceased Operations
2	Tobye	Arbaugh	Salem	Virginia	540-949-8441	Ceased Operations
2	Clint	Usonis	Virginia Beach	Virginia	757-286-4000	Terminated
1	Scott	Hufstader	Sammamish	Washington	206-368-4034	Non-Renewal
1	Cathy	Young	West Richland	Washington	509-967-3471	Non-Renewal
2	Hope	Nester	Princeton	West Virginia	304-425-5714	Ceased Operations
2	Kevin	Kallas	Hartford	Wisconsin	847-381-1620	Ceased Operations

Transfers

The following is a list of every ServiceMaster Restore® franchise that was transferred in 2024:

# of Franchises	First Name	Last Name	City	State	Telephone	Category
3	Nathan	Luster	Casa Grande	Arizona	520-421-0828	Transfer
4	Yaser	Amireh	Fresno	California	559-274-1000	Transfer
1	Ara	Avagyan	Los Angeles	California	844-755-6355	Transfer
1	Samantha	Meltz	Santa Clarita	California	661-287-9717	Transfer
3	Bob	Wright	Ft. Myers	Florida	239-277-0330	Transfer
2	Bob	Wright	Naples	Florida	239-277-0330	Transfer
4	Bob	Wright	Sarasota	Florida	239-277-0330	Transfer
1	Jorge	Salhuana	Marietta	Georgia	770-937-0470	Transfer
1	Sean	Gordon	Roswell	Georgia	770-670-9751	Transfer
3	Dawn	Metzler	Elk Grove Village	Illinois	847-364-9500	Transfer
1	Darin	Hutson	Crawfordsville	Indiana	765-362-2107	Transfer
2	Lisa	Turner	Lafayette	Indiana	765-471-6000	Transfer
2	Lisa	Turner	Merrillville	Indiana	765-471-6000	Transfer
9	Patricia	Nocktonick	Topeka	Kansas	785-862-9800	Transfer
2	Pete	Wyzykowski	Bowling Green	Kentucky	270-782-8500	Transfer
2	Jonathan	Bell	Oakland	Maryland	301-387-4864	Transfer
2	Doug	Haber	Burton	Michigan	810-659-4013	Transfer
2	Lisa	Turner	Stanwood	Michigan	765-471-6000	Transfer
1	Debbie	Parks	Eveleth	Minnesota	218-744-1478	Transfer
2	Alex	Kaminsky	Lodi	New Jersey	973-478-7766	Transfer
5	Kamal	Elnajjar	Princeton	New Jersey	732-951-9960	Transfer
1	Yazan	Burtamekh	Prospect Park	New Jersey	973-779-0366	Transfer
1	James	Mendoza	Santa Fe	New Mexico	505-428-0084	Transfer
1	Brandon	McCann	Defiance	Ohio	419-784-5570	Transfer
3	Mike	Kleman	Lima	Ohio	419-339-0871	Transfer
2	Michael	Ike	Broken Arrow	Oklahoma	918-437-0038	Transfer
1	Karen	Stamper	Clinton	Oklahoma	580-323-3391	Transfer
3	Jennie	Pratt	Stillwater	Oklahoma	405-372-0898	Transfer
1	Bernard	Smigovsky	Brownsville	Pennsylvania	724-785-9378	Transfer
2	Douglas	Haber	Clifton Heights	Pennsylvania	603-552-6335	Transfer
1	Mark	Milstead	Tappahannock	Virginia	804-443-2687	Transfer
1	Tobye	Arbaugh	Waynesboro	Virginia	540-949-8441	Transfer
1	Mark	Milstead	Yorktown	Virginia	804-443-2687	Transfer
2	Jeff	Sorenson	Tacoma	Washington	360-373-0340	Transfer

Please note, if you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Exhibit F to the FDD

STATE ADDENDA TO DISCLOSURE DOCUMENT AND TO FRANCHISE AGREEMENT

ADDENDUM TO THE DISCLOSURE DOCUMENT FOR THE STATES OF

CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, AND WISCONSIN

The following provision applies only to franchisees and Restore Franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and/or Wisconsin:

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

ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

The following information applies to franchises and Franchisees subject to the California Franchise Investment Act. Item numbers correspond to those in the main body:

1. 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.

2. Item 3. Item 3 is amended to provide that neither we nor any other person identified in Item 2 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.

3. Item 17.

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

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

C. Section 31125 of the California Corporations Code requires us to give the Franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

D. 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.).

E. 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).

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

G. 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.

H. The Franchise Agreement requires binding arbitration to be conducted in the metropolitan area of our then-current principal place of business (currently, Atlanta, Georgia). You 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 the State of California.

I. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF OUR WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

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

ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

This Addendum relates to franchises sold in the state of California and is intended to comply with California statutes and regulations. In consideration of the execution of the Franchise Agreement ("Agreement"), the parties agree to amend the Agreement as follows:

The following paragraphs shall be added as new Sections 14.13 and 14.14:

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

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

Section 15.3, is amended by the addition of the following language at the end of the paragraph:

The Franchisee's obligations stated in this Section 15.3 shall apply only where the fulfillment of such obligations would inherently call upon the Franchisee to disclose

and/or use any portion of the Franchisor's trade secrets or other confidential information. All other provisions of this ~~agreement~~Agreement apply and will be fully enforced to the maximum extent permitted by law whether or not California law applies.

The following paragraph shall be added as new Section 24.1.3.1:

The Agreement requires binding arbitration. The arbitration will occur in the metropolitan area of the Franchisor's then-current principal place of business (currently, Atlanta, Georgia) with the costs being borne by the non-prevailing party to the arbitration. 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 the State of California.

The following paragraph shall be added as Section 25.1:

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF HAWAII

The following information applies to franchises and Franchisees subject to the Hawaii statutes. Item numbers correspond to those in the main body:

1. Cover Page

Risk Factors:

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 COMMISSIONER OF SECURITITES OR A FINDING BY THE COMMISSIONER OF SECURITIES 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 DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

REGISTERED AGENT IN THE STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS: COMMISSIONER OF SECURITIRES OF STATE OF HAWAII, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, 335 MERCHANT STREET, ROOM 203, HONOLULU, HAWAII 96813.

2. Item 17. The following paragraph is added to the end of Item 17 of the ~~Franchise~~ Disclosure Document:

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

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF HAWAII

In recognition of the requirement of the State of Hawaii, the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement (the "**Franchise Agreement**") agree as follows:

1. **BACKGROUND**. This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) the Franchised Business that Franchisee will operate under the Franchise Agreement will be located in Hawaii, (b) any of the franchise offer or sales activity occurred in Hawaii, and/or (c) Franchisee is a resident of Hawaii.

2. **ACKNOWLEDGEMENTS**. The acknowledgements in Section 27.3 of the Franchise Agreement are hereby deleted.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

The following information applies to franchises and Franchisees subject to the Illinois Disclosure Act of 1987. Item numbers correspond to those in the main body:

1. Cover Page

The risk factors stated on this cover page may be affected by Illinois law, 815 ILCS §§ 705/4 and 705/41, pertaining to jurisdiction, venue and waiver of rights.

2. Item 5

Item 5 is amended by the addition of the following language to the original language that appears therein:

> ServiceMaster Systems LLC has absolutely and unconditionally guaranteed to assume the duties and obligations of ServiceMaster under the Franchise Agreement should ServiceMaster become unable to perform its duties and obligations. A current Guaranty of Performance executed by ServiceMaster Systems LLC is included in Exhibit B, Financial Statements of this Disclosure Document.

3. Item 17

Item 17v and 17w, under the heading "Choice of forum" and "Choice of law", is amended by the addition of the following language to the original language that appears therein:

> Illinois law applies, subject to the Illinois Franchise Disclosure Act.

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

In recognition of the requirement of the Illinois Franchise Disclosure Act, the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement (the "Agreement") agree as follows:

1. The conditions under which the Franchise Agreement can be terminated and the rights upon nonrenewal may be affected by Illinois Law, 815 ILCS 705/19 and 705/20.

2. Section 25 of the Agreement, under the heading "Governing Law", is amended by the addition of the following language to the original language that appears therein:

> This Agreement takes effect upon its acceptance and execution by ServiceMaster Clean/Restore SPE LLC, and except for matters governed by the Illinois Franchise Disclosure Act, is to be governed by and construed in accordance with the laws of the State of Georgia it being understood that Illinois courts have jurisdiction and venue in matters concerning Illinois franchisees.

3. Section 21.1 of the Agreement, under the heading “Entire Agreement” shall not be construed to mean that Franchisee may not rely on representations in the ~~Franchise~~ Disclosure Document that Franchisor provided to Franchisee in connection with the offer and purchase of the franchise granted under the Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this ~~Amendment~~Addendum to the Agreement on the same day and year that the Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND

The following information applies to franchises and Franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body:

1. Item 5

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

2. Item 17

A. Items 17v and w, under the heading "Choice of forum" and "Choice of law", are amended by the addition of the following language to the original language that appears therein:

> The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a lawsuit in Maryland for claims arising under this law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

B. Item 17c and 17m, under the heading "Requirements for you to renew or extend" and "Conditions for our approval of transfer", is amended by the addition of the following language to the original language that appears therein:

> 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.

C. Item 17f, under the heading "Termination by us without cause", is amended by the addition of the following language to the original language that appears therein:

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

D. Item 17t, under the heading " Integration/merger clause", is amended by the addition of the following language to the original language that appears therein:

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

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

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

This Addendum relates to franchises sold in the State of Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement ("Agreement"), the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement agree as follows:

1. (a) Section 2.2.2.11 of the Agreement, and (b) Section 12.2.4.5 of the Agreement are amended by the addition of the following language to the original language that appears therein:

> The general release required as a condition of assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 4.1.1 of the Agreement, under the heading "Initial License Fee" is amended by the addition of the following language:

> Based on the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by Franchisee shall be deferred until Franchisor completes its pre-opening obligations under this Agreement.

3. Section 21.3 of the Agreement, under the heading "No Other Representations," is hereby deleted.

4. Sections 24.1.3.1 under the heading "Arbitration Procedure" and 24.2.3. under the heading "Forum for Litigation" of the Agreement, is amended by the addition of the following language:

> The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a lawsuit in Maryland for claims arising under this Law.

5. Section 24.6 of the Agreement, under the heading "One-Year Limitation on Claims," is amended by the addition of the following language:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this ~~Amendment~~Addendum to the Agreement on the same day and year that the Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

This Addendum relates to the franchises and Franchisees subject to the Minnesota Franchise Act. Item numbers correspond to those in the main body:

1. Cover Page

Risk Factors:

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

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

2. Item 13

Item 13 is amended by the addition of the following language to the original language that appears therein:

> The Franchisor will protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes of other commercial symbols or indemnify the Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Item 17

Item 17e and f is amended by the addition of the following language to the original language that appears therein:

> With respect to franchises governed by Minnesota law, we will comply with Minnesota Stat. Sec. 80C.14 subds. 3, 4 and 5 which require, except in certain specified cases, that you will be given 90 days' notice of termination

(with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

Item 17v and w is amended by the addition of the following language to the original language that appears therein:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

This Addendum relates to the franchises and Franchisees in the State of Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Franchise Agreement ("Agreement"), the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement ("the Agreement") agree as follows:

Section 2.2.2.11 of the Agreement is amended by the addition of the following language to the original language that appears therein:

> Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

Section 2.2 of the Agreement, under the heading "Renewal" and Section 13.1 of the Agreement, under the heading "Termination after Opportunity to Cure", respectively, are amended by the addition of the following language to the original language that appears therein:

> With respect to franchises governed by Minnesota law, we will comply with Minnesota Stat. Sec. 80C.14 subds. 3, 4 and 5 which require, except in certain specified cases, that you will be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

Sections 24.1.3.1 under the heading "Arbitration Procedure" and 24.2.3. under the heading "Forum for Litigation" of the Agreement are amended by the addition of the following language to the original language that appears therein:

> Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this ~~Amendment~~Addendum to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH CAROLINA

Disclosures Related to Distributors

Our Distributor, ServiceMaster Distributor of the Carolinas ("**SM Carolinas**") may provide support services to you on our behalf, including some of the services disclosed in Item 11 of this Disclosure Document. George B. McBride, Sr. has served as President of SM Carolinas since 1997. No litigation is required to be disclosed in this Disclosure Document related to SM Carolinas. No bankruptcy information is required to be disclosed in this Disclosure Document related to SM Carolinas.

Our Distributor, ServiceMaster Associates of Virginia, Inc. ("**SMVA**") may provide support services to you on our behalf, including some of the services disclosed in Item 11 of this Disclosure Document. David Meyer has served as the President of SMVA since 1985. No litigation is required to be disclosed in this Disclosure Document related to SMVA. No bankruptcy information is required to be disclosed in this Disclosure Document related to SMVA.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF NORTH DAKOTA

The following information applies to franchises and franchisees subject to North Dakota statutes and regulations. Item numbers correspond to those in the main body:

1. Item 17. The following is added to Item 17:

   a. North Dakota Century Code Section 9-08-06 states "Every contract by which anyone is restrained from exercising a lawful profession, trade, or business of any kind is to that extent void, except: 1) One who sells the goodwill of a business may agree with the buyer to refrain from carrying on a similar business within a specified county, city, or a part of either, so long as the buyer or any person deriving title to the goodwill from him carries on a like business therein and 2) Partners, upon or in anticipation of a dissolution of the partnership business has been transacted, or within a specified part thereof."

   b. Any provision of the Franchise Agreement requiring you to execute a general release in is hereby made null and void.

   c. Any provision of the Franchise Agreement requiring you to consent to liquidated damages is hereby made null and void pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

   d. Arbitration and mediation proceedings shall be conducted within the State of North Dakota.

   e. The venue of any litigation arising out of the franchise relationship between you and us will be within the State of North Dakota.

   f. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

   g. Any provision of the Franchise Agreement requiring you to consent to a waiver of a jury trial is hereby made null and void.

   h. Any provision of the Franchise Agreement requiring you to consent to waiver of exemplary and punitive damages is hereby made null and void pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

This Addendum relates to the franchises and franchisees in the State of North Dakota and is intended to comply with North Dakota statutes and regulations. In consideration of the execution of the Franchise Agreement, the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement (the "Franchise Agreement") agree as follows:

a. Notwithstanding anything to the contrary contained in the Franchise Agreement and franchise disclosure document, the laws of the State of North Dakota shall govern the Agreement.

b. North Dakota Century Code Section 9-08-06 states "Every contract by which anyone is restrained from exercising a lawful profession, trade, or business of any kind is to that extent void, except: 1) One who sells the goodwill of a business may agree with the buyer to refrain from carrying on a similar business within a specified county, city, or a part of either, so long as the buyer or any person deriving title to the goodwill from him carries on a like business therein and 2) Partners, upon or in anticipation of a dissolution of the partnership business has been transacted, or within a specified part thereof."

c. Any provision of the Franchise Agreement requiring you to execute a general release in is hereby made null and void.

d. Any provision of the Franchise Agreement requiring you to consent to liquidated damages is hereby made null and void pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

e. Arbitration and mediation proceedings shall be conducted within the State of North Dakota.

f. The venue of any litigation arising out of the franchise relationship between you and us will be within the State of North Dakota.

g. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

h. Any provision of the Franchise Agreement requiring you to consent to a waiver of a jury trial is hereby made null and void.

i. Any provision of the Franchise Agreement requiring you to consent to waiver of exemplary and punitive damages is hereby made null and void pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

This Addendum relates to the franchises and Franchisees subject to the Rhode Island Franchise Act. Item numbers correspond to those in the main body:

1. Item 17

Item 17v and w is amended by the addition of the following language to the original language that appears therein:

> 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."

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

This Addendum relates to the franchises and Franchisees in the State of Rhode Island and is intended to comply with Rhode Island statutes and regulations. In consideration of the execution of the Franchise Agreement ("Agreement"), the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement ("the Agreement") agree as follows:

Sections 24.1.3.1 under the heading "Arbitration Procedure" and 24.2.3. under the heading "Forum for Litigation" of the Agreement are amended by the addition of the following language to the original language that appears therein:

> 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.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF SOUTH CAROLINA

Disclosures Related to Distributors

Our Distributor, ServiceMaster Distributor of the Carolinas ("**SM Carolinas**") may provide support services to you on our behalf, including some of the services disclosed in Item 11 of this Disclosure Document. George B. McBride, Sr. has served as President of SM Carolinas since 1997. No litigation is required to be disclosed in this Disclosure Document related to SM Carolinas. No bankruptcy information is required to be disclosed in this Disclosure Document related to SM Carolinas.

Our Distributor, ServiceMaster Associates of Virginia, Inc. ("**SMVA**") may provide support services to you on our behalf, including some of the services disclosed in Item 11 of this Disclosure Document. David Meyer has served as the President of SMVA since 1985. No litigation is required to be disclosed in this Disclosure Document related to SMVA. No bankruptcy information is required to be disclosed in this Disclosure Document related to SMVA.

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

The following information applies to franchises and Franchisees subject to Virginia statues and regulations.

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

Disclosures Related to Distributor

Our Distributor, ServiceMaster Associates of Virginia, Inc. ("**SMVA**") may provide support services to you on our behalf, including some of the services disclosed in Item 11 of this Disclosure Document. David Meyer has served as the President of SMVA since 1985. No litigation is required to be disclosed in this Disclosure Document related to SMVA. No bankruptcy information is required to be disclosed in this Disclosure Document related to SMVA.

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~~Franchised Business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

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

4. 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).

5. 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.

6. 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.

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.

9. 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).

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).

11. 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.

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.

13. 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.

14. 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 $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.

16. 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.

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.

19. Deferral of Initial Fees. Section 4 of the Franchise Agreement is revised to add the following:

The Washington Department of Financial Institutions Securities Division requires the franchisor to defer collection of the Initial License Fee until the franchisor has fulfilled its initial pre-opening obligations under this Agreement and the franchisee is open for business.

20. Representations. Sections 21.3 (No Other Representations), 27.3 (Acknowledgements in Certain States), and 29 (Representations by Franchisee) of the Franchise Agreement are deleted in their entirety.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit G to the FDD

SOFTWARE LICENSE AGREEMENTS

Exhibit G-1
~~Estimating and Pricing~~Xactware Software License Agreement

ESTIMATING AND PRICING SOFTWARE END USER LICENSE AGREEMENT

This is an Estimating and Pricing Software End User License Agreement ("EULA") dated _____, 20___ ("Effective Date") between Xactware, Inc. (hereinafter "Xactware"), and _____ (hereinafter "Licensee").

RECITALS

WHEREAS, Xactware is the owner of certain software, licenses, products, services; and

WHEREAS, Licensee is a franchisee of ServiceMaster Clean/Restore SPE LLC (hereinafter "ServiceMaster") and is being presented with this opportunity as such franchisee; and

WHEREAS, it is the desire of Xactware and of Licensee that Licensee obtain certain limited rights of use of certain Xactware products and services as more fully described in "Schedule A" (hereinafter referred to as "Licensed Product(s)"), which is attached hereto and by this reference incorporated herein;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto intended to be legally bound hereby, agree as follows:

1. SCOPE OF LICENSE.

A. The scope of the license granted is limited to the products and services described in "Schedule A." Xactware grants to Licensee and Licensee accepts from Xactware, a non-transferable and non-exclusive license for Licensee to utilize the Licensed Product(s) within the United States and Canada for internal purposes as defined herein during the term of this EULA for use on computer(s) located at any authorized Licensee office location, or used by any of Licensee's employees so long as Licensee has a License for each end-user to use the Licensed Product(s) (such license hereinafter referred to as the "License(s)").

B. Neither Licensee nor any of its employees, agents, subsidiaries, or independent contractors shall sell, transfer, sub-license, publish, disclose or otherwise make available the Licensed Products, Price Data, Documentation, or services or copies thereof to any party, individual, or entity without the prior written consent of Xactware.

C. Licensee hereby warrants that in no event will Licensee nor any of its employees or authorized agents ever at any time make any attempt to perform automated data collection of information from Xactware's systems, de-compile, reverse engineer, disassemble or create derivative works from the Licensed Products or any other Xactware product, Xactware proprietary or copyrighted materials, including but not limited to price information lists, Price Data and any other applicable data.

D. The parties herein mutually agree that any breach of this Section shall constitute a non-curable breach of this entire EULA for cause and, notwithstanding anything herein to the contrary, this EULA shall automatically terminate, with or without notice. Such non-curable breach of this Section shall entitle Xactware to seek equitable relief and/or remedies at law.

E. Licensee agrees that it will exercise commercially reasonable care and diligence not to pass any computer virus, worm, bug or other computer infection to Xactware. Licensee agrees to adopt and implement commercially reasonable preventative procedures to comply with Licensee's obligations under this Section.

G. Upon Licensee's prior written request, Xactware shall provide training seminars at locations, schedule, and fees to be determined by Xactware.

H. During the term of this EULA, Xactware shall provide online support for Licensed Products to Licensee's employees twenty-four hours a day via: (i) Xactware's eService Center self-service help desk located on

the Internet at www.xactware.com without charge; and (ii) telephonic help desk support available from 6:00 a.m. to 6:00 p.m., Mountain Time, Monday through Friday, excluding holidays, at Twenty Dollars ($20) per call. ServiceMaster's business related support issues shall be directed to ServiceMaster. Licensee shall direct hardware issues to its hardware vendor.

I. Due to the added functionality typically associated with newer versions of the Licensed Product(s), Xactware reserves the right to either provide product support electronically or by telephone: (i) for at least one year after the initial release of the Licensed Product(s); or (ii) for prior versions of the Licensed Product(s) for at least one year after the release of a replacement or updated version of the Licensed Product(s); or (iii) for at least six (6) months after the Licensed Product(s) has been discontinued (general distribution ceased); or (iv) require Licensee to update to the most current supported versions of the Licensed Product(s) prior to providing support.

J. Licensee does not have a license to use and will not use other Xactware products and/or services for which it has not been granted a license.

2. DELIVERY.

A. As soon as mutually agreed but in no event later than thirty (30) days following the Effective Date of this EULA or the Effective Date of an applicable Supplement to this, Xactware shall deliver the Licensed Product(s) to Licensee's single Central Delivery Location as determined by Licensee and given to Xactware, unless otherwise mutually agreed in writing**.**

B. Xactware shall bear all freight, shipping and handling costs for the initial delivery of the Licensed Products via US Postal Service or equivalent carrier.

3. PRICE AND PAYMENT.

A. Licensee shall make payment of the initial and monthly License fees for Licensed Products to Xactware. All payments shall be made to Xactware as set forth in Schedule B, which is incorporated by this reference.

B. The parties understand and agree that in the event any Licensee fails to make payments to Xactware in a timely manner, that Xactware shall notify Licensee of the delinquency. If Licensee fails to pay the delinquent account within thirty (30) days of such notification, Xactware shall have the right to "lock-out" the Licensee's use of the Licensed Products.

C. Initial License fees, monthly License fees, and additional License fees are specified in Schedule B, which is incorporated herein by this reference. Xactware shall have the discretion to increase or decrease license fees as permitted under Schedule B.

D. Licensee shall pay interest to Xactware in the amount of one and one-half percent (1½%) per month on amounts on all invoices not paid when due.

4. PROTECTION OF PROPRIETARY RIGHTS AND CONFIDENTIALITY.

A. Licensee shall treat the following as Confidential Information under the provisions of this EULA:

(i) Any information which has been designated in writing or by appropriate stamp or legend to be of a trade secret or confidential nature;

(ii) Any information that a reasonable business person would understand to be Confidential Information;

(iii) The EULA and each incorporated Exhibit, Supplement, and any applicable amendments thereto; and

(iv) Prices charged by Xactware; and

(v) Amounts paid by Licensee under this EULA and each incorporated Exhibit, Supplement, and any applicable amendments hereto.

B. Licensee expressly acknowledges that the Licensed Product(s), Price Data, and all Documentation hereunder and all copies thereof are proprietary to Xactware and title thereto remains with Xactware. Licensee agrees to protect the confidentiality of the Licensed Product(s), Price Data, Documentation, services, and business trade secrets using the same degree of care, but no less than a reasonable degree of care, as Licensee uses to protect and preserve its own Confidential Information.

C. Licensee may disclose Confidential Information received under this EULA to persons within their organization only if such persons have a need to know and are bound by written instrument to protect the confidentiality of such Confidential Information. The receiving party may use Confidential Information disclosed under this EULA only for the purpose for which it was disclosed.

D. Under the technical support provisions of this EULA, it is acknowledged that Xactware may use technical support by a third party. If so used, the third party shall be bound by a confidentiality agreement with Xactware to protect the Confidential Information of the Licensee.

E. Licensee shall hold in trust and confidence, and not disclose to any person outside its organization, Confidential Information that is disclosed to such party by the other party under the conditions of this EULA.

F. This EULA shall not be construed to grant to either party any patents, copyrights, trademarks, licenses or similar rights to proprietary information or Confidential Information disclosed to such party hereunder. Licensee agrees that the placement of a proprietary right notice by Xactware on any portion of the material provided to Licensee does not mean that the material has been published and will not lessen Licensee's duties under this Section 3.

G. Xactware expressly acknowledges that in the course of Xactware's performance hereunder, Xactware may learn information from Licensee that it knows is confidential, proprietary, or a business trade secret. Xactware will hold all such Confidential Information in confidence. This paragraph is not intended by the parties to limit the distribution of Anonymous Data or Price Data and/or information indirectly affected or altered as a result of the assimilation of pricing data acquired from Licensee through the use of the feedback system employed by Xactware, which data and/or information shall be and remain the property of Xactware.

H. Information about Licensee's customers and claimants and their beneficiaries is protected under the provisions of the Gramm-Leach-Bliley Act ("GLBA"), 15 U.S.C.A. § 6801 et seq., as well as certain regulations implementing GLBA including 16 CFR Part 313. In the course of fulfilling its obligations under this EULA, Xactware may receive from Licensee certain "non-public personal information" (as that term is defined in 16 CFR Section 313.3(n)) about Licensee's customers, claimants and/or beneficiaries of financial products and services offered by Licensee ("Licensee Information"). Xactware shall maintain the confidentiality of Licensee's customer Information and shall not disclose such Licensee Information to any third party except as necessary (i) to fulfill its obligations under this EULA; or (ii) to comply with applicable law, regulation and/or court or administrative order. Xactware shall take reasonably appropriate security measures to (i) assure the security and confidentiality of Licensee Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Licensee Information; and (iii) protect against unauthorized access to or use of such Licensee Information that could result in substantial harm or inconvenience to any of the Licensee's customers.

I. The undertakings and obligations of the parties under this EULA shall not apply to any Confidential Information (excluding Xactware's online and offline software programs and associated documentation which shall remain Confidential Information) which:

(i). Is disclosed in a printed publication available to the public, is described in a patent or a patent application anywhere in the world, or is otherwise in the public domain at the time of disclosure; or

(ii). Is generally disclosed to third parties by the disclosing party without restriction on such third parties; or

(iii). Is approved for release by prior written authorization of the disclosing party; or

(iv). Is required to be disclosed by a governmental agency or by a proper order of a court of competent jurisdiction; provided, however, that the receiving party will use its best efforts to minimize such disclosure and will consult with and assist the disclosing party in obtaining a protective order prior to such disclosure; or

(v). Is in the receiving party's lawful possession prior to the submission thereof by the disclosing party except to the extent it was previously provided by the disclosing party to the receiving party; or

(vi). Is independently developed by the receiving party prior to disclosure by the disclosing party; or

(vii) Has been aggregated to a level where it can no longer be identified as the Confidential Information of the disclosing party.

J. In the event compulsory action is directed to a party by a third person to obtain disclosure of proprietary information, Confidential Information, or a business trade secret of the other party, the party to whom the action is directed shall immediately notify the other and furnish information concerning the nature of the proceedings, the forum, matter number(s), and identification of the parties, counsel, and tribunal involved. Unless otherwise directed by the other party, the party to whom the action is directed will seek reasonable judicial or tribunal protection from disclosure.

K. The confidentiality provisions of this Section 4 are necessary for the protection of the business and goodwill of each party. Each party agrees that any breach of this confidentiality provision or of this EULA will cause the non-breaching party substantial and irreparable harm, and, therefore, in the event of such breach, in addition to any other legal remedies that may be available, the non-breaching party shall have the right to seek injunctive relief and any other equitable remedies to prevent or restrain any breach of this EULA.

5. DATA USE AND OWNERSHIP.

A. Xactware Data for use with Licensed Products.

The Price Data provided by Xactware to Licensee for use with Licensed Products is owned by Xactware and shall not be transferred, copied, or published (other than as part of the Work Product as defined below) by Licensee or any of its employees or agents, in any form or format, without Xactware's express, prior written permission.

B. Anonymous Data and XactAnalysis.

(i) Xactware shall own all Assignment and estimate data from which assignee, assignor, and non-public personally identifiable information has been removed, which was created and/or extracted using the Licensed Product(s) and such data shall be referred to as "Anonymous Data."

(ii) Analytical information on XactAnalysis is owned by Xactware. Use by Licensee of information gathered from XactAnalysis is to be accompanied by appropriate acknowledgement of Xactware's ownership of the information.

C. Work Product created using Xactimate.

Ownership of estimate data generated using Xactimate by Licensee ("Work Product") is shared between the owner of the object of an assignment (e.g., insured), the company with potential financial obligation related to the object of an assignment (e.g., carrier), the entity which produced the Work Product relating to the object (e.g., contractor) and Licensee.

6. SYSTEM REQUIREMENTS.

Licensee shall have and maintain, at minimum, the system requirements identified by Xactware for the proper operation of the Licensed Product(s) as set forth on www.xactware.com.

7. INDEMNIFICATION BY XACTWARE.

A. Upon reasonable notice, Xactware shall, at its own expense, defend, indemnify, and hold Licensee harmless against any third-party action asserted to the extent that it is based on a claim that use of the Licensed Product(s), Documentation, Price Data, or services provided within the scope of this EULA infringes any patent, copyright, or trademark of any third party. Licensee shall give Xactware notice of any such claim, provide at Licensee's expense such commercially reasonable assistance as Xactware may require, and grant sole control of the defense and settlement of the claim to Xactware.

B. If as a result of any claim of infringement against any patent, copyright, or trademark of any third party, Licensee is enjoined from using the Licensed Product(s), Documentation, Price Data, or services, or if Xactware believes that the Licensed Product(s), Documentation, Price Data, or services is likely to become the subject of a claim of infringement, Xactware at its option and expense shall, procure the right for Licensee to continue to use the Licensed Product(s), Documentation, Price Data, or services, replace and modify such so as to make it non-infringing or terminate this EULA.

C. Xactware shall have no liability for any infringement of patents, copyrights, or trademarks that result from the misuse or modification of the Licensed Product(s), Documentation, Price Data, or services by Licensee, or its employees, agents, subsidiaries, or independent contractors.

D. This Section 7, as limited by Section 9, represents the entire and exclusive obligation of Xactware to Licensee regarding any claim of intellectual property infringement arising under this EULA.

8. INDEMNIFICATION BY LICENSEE.

A. Licensee shall defend, indemnify, and hold harmless Xactware from and against any and all third-party claims or losses (including bodily injury (including death) or damage to property), liabilities, judgments, awards, and costs, including reasonable legal fees and court fees incurred by Xactware, caused by, based upon or arising out of (i) the unlawful or tortious conduct of, or a breach of duty or performance by Licensee, its employees, agents, subsidiaries, or independent contractors pursuant to this EULA, or (ii) a material violation of any statute, ordinance, code or regulation by Licensee that is applicable to this EULA. Xactware shall give Licensee notice of any such claim and provide at Xactware's own expense such commercially reasonable assistance as Licensee may require.

B. The terms of Section 8 shall not limit or otherwise modify Xactware's duties as set forth in Section 7.

9. CLAIMS BY LICENSEE.

In the event Licensee shall assert any claim against Xactware, the total of all such claims shall be limited to the amounts paid by Licensee during the past twelve (12) months under the terms of this EULA. **IN NO EVENT SHALL XACTWARE BE LIABLE FOR LOSS OF PROFIT, GOODWILL OR ANY OTHER GENERAL,**

SPECIAL, CONSEQUENTIAL, INDIRECT, CIRCUMSTANTIAL OR INCIDENTAL DAMAGES SUFFERED OR CLAIMED BY LICENSEE OR ANY OTHER PERSON, FIRM OR ENTITY AS A RESULT OF LICENSEE'S USE OF THE LICENSED PRODUCTS, DOCUMENTATION, DATA, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER, IRRESPECTIVE OF WHETHER SUCH LOSS OF PROFIT, GOODWILL OR OTHER DAMAGES OF ANY NATURE WAS KNOWN OR COULD HAVE BEEN REASONABLY FORESEEN BY XACTWARE.

10. XACTWARE'S WARRANTIES.

A. Xactware hereby warrants and represents to Licensee the following:

(i). THE WARRANTIES AND LIMITATIONS SET FORTH IN THIS EULA OR ANY ACCOMPANYING SUPPLEMENT ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER TYPE OF WARRANTY, WHETHER EXPRESS OR IMPLIED.

(ii). Xactware is the owner of all rights and title to the Licensed Product(s), Price Data, Documentation, training, and/or services or otherwise has the right to grant to Licensee the License(s) granted under this EULA without violating any intellectual property rights of any third party.

(iii). If properly Installed and operated by Licensee in conformity with Xactware's instructions, including but not limited to periodic updates, Xactware warrants that the Licensed Product(s) shall perform substantially as described in the applicable Documentation and in conformity with the system requirements described in this EULA or any Exhibit, Schedule or Supplement hereto. Xactware further warrants that the Licensed Product(s) shall function properly in conformity with the description and Documentation as set forth herein and as updated with future releases and upgrades to the Licensed Product(s). Additional statements such as those made in advertising or presentations, whether oral or written, do not constitute warranties by Xactware and should not be relied upon as such.

(iv). Xactware's Licensed Product(s) are of a general nature, and, except to the extent of the warranties provided elsewhere in this Section 10, Xactware does not warrant that the operation of the Licensed Product(s) will meet Licensee's particular application requirements, or that operation of the Licensed Product(s) will be uninterrupted or error-free. Licensee assumes full responsibility for determining suitability of the Licensed Product(s) for Licensee's use.

(v). Xactware does not warrant the accuracy of Price Data. Price Data is intended to be a representation of historical information to be used as a baseline or place to begin creation of an estimate. Licensee assumes full responsibility to ensure the estimate includes pricing consistent with components including but not limited to actual materials, equipment, and labor pricing. Licensee acknowledges and understands that Price Data provided as part of the Licensed Products is intended to target the most representative price of the various price points collected relevant to the specific line item in question. Having this single representative price per line item, computed from all valid price points researched in the market, means that some market price data are higher and some market price data are lower than that which is reported. Licensee agrees not to prohibit or preclude deviations from the Price Data where contractor requirements, market conditions, demand or any other factor warrants the use of a different line item price in the specific situation.

(vi). In the event any Licensed Product hereunder fails to comply with the warranty as described herein as well as in any Exhibit, Schedule, or Supplement hereto, Xactware shall exert commercially reasonable efforts to correct the Licensed Product so that it performs as warranted.

B. Each party to this EULA hereby warrants and represents to the other party the following; (i). It has the right to enter into this EULA.

(ii). All necessary actions, corporate or otherwise, have been taken to authorize the execution and delivery of this EULA.

(iii). This EULA represents a valid and binding obligation of such party.

(iv). It has complied with and will comply with any and all relevant laws and regulations in performance of its obligations hereunder.

(v). It does not and will not retain any Confidential Information (as defined below) except to the extent and for the duration necessary to perform its obligations under this.

(vi). It has the right to provide and disclose information to the other party pursuant to the terms hereof, including, without limitation, the Confidential Information.

(vii). Its security procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

11. TAXES.

Licensee shall, in addition to the other amounts payable under this EULA, pay all applicable sales and use taxes. Under no circumstances shall Xactware be liable for any penalties, fines, or other such fees incurred due to the failure of Licensee to pay when due any taxes owed by Licensee under this EULA.

12. TERMINATION.

A. All of Licensee's rights to use the Licensed Products granted to Licensee under this Agreement shall terminate upon expiration or termination of this Agreement for any reason. In addition, the term of this EULA shall be coterminous with Licensee's Franchise Agreement with ServiceMaster. This EULA shall also be coterminous with Xactware's Master Product License Agreement with ServiceMaster. The license granted hereunder shall terminate in the event Licensee fails to pay amounts due as defined in this EULA, after the expiration of any applicable grace period as defined within this EULA, or otherwise breaches this EULA.

13. GENERAL.

A. Each party acknowledges that it has read this EULA with its applicable Exhibits, Schedules, and any accompanying Supplement(s) attached hereto and incorporated herein, understands it, agrees to be bound by its terms, and further agrees that it supersedes all other agreements and that it is the complete and exclusive statement of the agreement proposals, understandings, and all other agreements as of the date herewith, oral and written, between the parties relating to this EULA. This EULA, its accompanying Exhibits, Schedules, or any accompanying Supplement(s), may not be modified or altered except by written instrument duly executed by both parties.

B. The obligations of Sections 1, 3, 4, 5, 7, 8, 9, 10 and 13 shall survive the termination of this EULA.

C. Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this EULA, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach or of any other covenant, agreement, term, or condition. Any party, by written notice delivered in the manner provided in this EULA, may, but shall be under no obligation to, waive any duty, obligation, or covenant of the other party. No waiver shall affect or alter the remainder of this EULA, but each and every other covenant, agreement, term, and condition hereof shall continue in full-force and effect with respect to any other then existing or subsequently-occurring breach. Further, any waiver of a covenant, duty, agreement, or condition of this EULA shall not be interpreted to be a waiver of said covenant, duty, agreement, or condition in perpetuity, unless specifically so indicated in writing. To be effective, any waiver must be signed by both parties hereto. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right herein.

D. If any provision of this EULA or any accompanying Supplement or Schedule is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

E. Any other provisions contained herein to the contrary notwithstanding, neither party hereto shall be liable to the other party for loss, injury, delay, or damages, or other casualty suffered or incurred by such other party due to governmental regulations or directions, outbreak of a state emergency, Act of God, war, warlike hostilities, civil commotion, riots, epidemics, storms, fires, strikes, lockouts, and any other similar cause or causes beyond the reasonable control of the party whose performance is affected by such cause or causes.

F. Neither party hereto shall assign, rent, sell, sub-license or otherwise transfer this EULA or any portion thereof without the prior written consent from the other party.

G. Headings are for the convenience of the parties and shall not be used to construe the terms and conditions of this EULA.

H. This EULA and any accompanying Supplement(s) shall be governed and construed for all purposes in accordance with the laws of the State of New York, excluding that body of law applicable to conflicts of law.

I. This EULA shall be effective as of the Effective Date listed in the first sentence of the first paragraph of this Agreement.

J. Those signing this EULA on behalf of their respective companies represent that they have been duly authorized to do so.

Licensee

Name: _____

Signature: _____

Title: _____

Date: _____

SCHEDULE A

LICENSED PRODUCT(S) SELECTION AND SPECIFICATIONS

1. Specifications of Licensed Product(s).

A. The Licensed Product(s) initially Distributed shall be the following:

- _____X_____Xactimate
- _____X_____XactAnalysis
- _____ XactAnalysis Quality Review Tool
- _____ XactContents

B. XactAnalysis Services. Initial setup and licensing of XactAnalysis services includes the following:

- Generic send work Assignment origination is enabled (secure Web entry).
- One data set.
- Notification of Assignment.
- Receipt of Assignment at field unit.
- Return of completed estimate inclusive of attached documents, sketch, and photos in a JPEG format with an average total file size of three megabytes (MB) for each Assignment.
- Storing estimate in XactAnalysis for up to one year after which Xactware reserves the right to remove the estimate.
- Access to Assignment-tracking information.
- Access to specific pre-formatted claims management and trending reports via XactAnalysis.

SCHEDULE B

TERM, PRICE SCHEDULE AND PAYMENT TERMS

1. Number of Licenses:

Shall be identified in a valid order from ServiceMaster on behalf of Licensee

2. Price: All Prices are quoted in U.S. Dollars.

A. Xactimate and Xactimate Professional shall be limited to one user per license.

B. The monthly cost per Xactimate license shall be_____Dollars (\$____)

C. The monthly cost per Xactimate Professional (As an add-on to an existing Xactimate license) shall be_____Dollars (\$_____) [for a combined cost of \$_____(\$_____+ \$_____]

D. Use of Xactimate and Xactimate Professional shall be paid by Licensee to Xactware monthly in advance. Other quarterly, semi-annual, and annual payment options for Xactimate and Xactimate Professional are available.

E. XactAnalysis Assignments sent to Licensee will be billed to the Licensee user per Table 1 in this Schedule B according to the highest estimate value. Xactimate Assignments as shown in Table 1 below shall be billed to Licensee monthly in arrears based on use.

Table 1.

Estimate Value	\$0-499	\$500-1,999	\$2,000-9,999	\$10,000 ->
Fee	\$	\$	\$	\$

Xactware shall have the right to increase or decrease the licensee fees found in this Schedule B only as permitted under the terms of the Master Product License Agreement in effect between Xactware and ServiceMaster.

Exhibit G to the FDD

SOFTWARE LICENSE AGREEMENTS

Exhibit G-2
Software License Agreement

Restore 365 Plus

Software License Agreement

This agreement (the "**Agreement**") entered into this_____day of_____, ~~20~~____20___ (the "**Effective Date**"), by and between ServiceMaster Clean/Restore SPE LLC ("~~SVM~~**SM**"), a Delaware limited liability company, having its principal office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 and _____("**Licensee**"), a(n) _____ having its principal office at _____ (each a "**Party**" and collectively the "**Parties**"), determines the rights and licenses granted to Licensee in the ~~Customized~~Licensed Software (hereinafter defined) supplied by ~~SVM~~SM hereunder.

RECITALS

A. Licensee has entered into one or more franchise agreements with SM or its Affiliates to operate one or more ServiceMaster Restore® franchises ("**SM Franchises**").

B. SM's predecessor entered into a master services agreement with Next Gear Solutions, LLC (d/b/a Cotality) ("**Developer**") dated September 10, 2014 (as it may have been or may in the future be amended, the "**Master Agreement**") pursuant to which Developer has developed and licensed to SM and/or its Affiliates a customized, proprietary suite of software based on the Cotality Software (as defined below), which is referred to as Restore 365 Plus and may be modified from time to time (the "**Licensed Software**"); and

C. SM has the right to license the Licensed Software to its franchisees solely for the purpose of using such software in conjunction with the operation of SM Franchises. Licensee desires to obtain a license to use the Licensed Software in accordance with the terms of this Agreement.

AGREEMENT

1. Definitions. As used herein, the following definitions shall apply:

1.1. "**Affiliates**" means entities that (a) a party directly or indirectly controls; (b) are controlled by such party; or (c) are under common control with such party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity, or with respect to a mutual insurance company, a contractual affiliation in a manner recognized by the various state insurance departments by virtue of its annually filed holding company statement.

1.2. ~~1.1.~~ "**Commencement Date**" means the date that Licensee begins to use the ~~Customized~~Licensed Software.

1.3. ~~1.2.~~ "**Confidential Information**" shall include, to the extent designated by the Disclosing Party: (i) the source or object code in the ~~DASH software or the Customized software; and/or~~Cotality Software or the Licensed Software; (ii) such other information as ~~Licensee or SVM~~the Disclosing Party may consider proprietary or confidential~~.~~; and/or (iii) the trade secrets, know-how, proprietary information, formulae, processes, techniques, and/or information concerning past, present, and future marketing, financial, research, and development activities that may be disclosed, whether orally or in writing, from or on behalf of a party (in such capacity, "**Disclosing Party**") to the other party (in such capacity, "**Receiving Party**"), or that may be otherwise received or accessed by Receiving Party in connection with this Agreement, whether transmitted prior to or after the Effective Date. "Confidential Information" includes, without limitation, all data, programs, messages, information, and other material (a) provided to Receiving Party by or on behalf of Disclosing Party; (b) obtained, developed, or produced by Supplier in connection with the Agreement; (c) to which Supplier has access in connection with the provision of the Services; or (d) that should reasonably be considered confidential given its nature. Personal Information and Customer Data are "Confidential Information". "Confidential Information" excludes information (i) previously known to Receiving Party without an obligation of confidence; (ii) independently developed by or for Receiving Party or Receiving Party's employees, consultants, or agents without reference to, or use of, the Confidential Information; (iii) lawfully acquired by Receiving

Party from a third party which is not, to Receiving Party's knowledge, under an obligation of confidence with respect to such information; or (iv) which is or becomes publicly available through no fault of Receiving Party or by no breach of the Agreement.

1.4. ~~1.3.~~ "**Confidential Live Claims Data**" means live claims data ~~belonging to~~collected by Licensee that are protected by personal information protection laws.

~~1.4. "Customized Software" means the customized computer program developed by Developer based on the DASH Software which is to be used by Licensee to track business functions and to interface with SVM.~~

1.5. "~~DASH~~**Cotality Software**" means the existing suite of computer software products created and owned by Developer and marketed as ~~DASH Enterprise, DASH Franchise, DASH Contractor, DASH Thin Contractor, and DASH View~~Validate (f/k/a QA Assist), DASH Administer, DASH Enterprise, CRM (f/k/a Luxor), BI Reporting, and Engage (f/k/a ProAssist).

~~1.6. "Developer" means Next Gear Solutions, LLC, a Mississippi limited liability company having its principal office at 9 Industrial Park Drive, Suite 110, Oxford, MS 38655.~~

1.6. ~~1.7.~~ "**Developer's** ~~Trade Marks~~**Trademarks**" means the marks "DASH", "DASH Enterprise", "DASH ~~Franchise", "DASH Contractor", "DASH View", and "DASH Thin Contractor."~~Administer", "Validate", "CRM," "Engage", and "BI Reporting," which are owned by Developer or its Affiliates.

1.7. ~~1.8.~~ "**Documentation**" means all manuals, user documentation, and other related materials pertaining to the ~~Customized~~Licensed Software ~~which~~and/or Cotality Software that are furnished to Licensee by ~~SVM in connection with the Customized Software~~SM or Developer.

~~1.9. "Master Agreement" means that certain Software Master License Agreement effective September 10, 2014 between Developer and SVM, pursuant to which Developer has granted SVM the right and license to enter into this Agreement and similar agreements between SVM and its franchisees. Licensee is a third party beneficiary under the Master Agreement.~~

1.8. ~~1.10.~~ "**Primary Location**" means any office or place of business that is designated by Licensee as its primary location for purposes of use of the License rights granted under this Agreement. Secondary Location means any other location at which the Licensee conducts business.

2. Grant of License. Subject to the terms and conditions of this Agreement, ~~SVM~~SM hereby grants, and Licensee hereby accepts, a non-exclusive right to use the ~~Customized~~Licensed Software ("**License**"); it being understood and agreed that such License includes the non-exclusive right to use the ~~DASH~~Cotality Software.

2.1 **Locations.** Subject to the approval of ~~SVM~~SM, Licensee shall have the right to designate: (a) one ~~(1)~~ office or place of business as its Primary Location for Licensee's use of the ~~Customized~~Licensed Software, subject to the complete payment of the associated fees hereunder; and (b) additional offices as Secondary Locations, subject to the complete payment of the associated fees hereunder.

2.2 **Documentation.** ~~SVM~~SM or Developer may provide Documentation to Licensee subject to the terms of this Agreement, in print or electronic form, in connection with the provision of any of the ~~Customized~~Licensed Software. Licensee must not reproduce or create customizations of the Documentation unless Licensee receives prior written approval from ~~SVM~~SM.

2.3 **Licensee Use.** Use by Licensee of any of the ~~Customized~~Licensed Software shall be governed by the terms and conditions set forth in this Agreement. Licensee may only use the Licensed Software in conjunction with the operation of SM Franchises.

3. Limitations. The rights granted in the Agreement are subject to the following limitations:

3.1 **Dangerous Applications.** Licensee must not provide any ~~Customized~~Licensed Software for use in controlling the operation of equipment in any nuclear facilities, aircraft navigation, aircraft communications or flight control systems, air traffic control, mass transit, medical equipment (FDA class 2 or 3 or equivalent), or weapons systems, or in any other inherently dangerous applications in which the failure of the ~~Customized~~Licensed Software could lead directly to death, personal injury, or severe physical or environmental damage, unless Developer creates any of the ~~Customized~~Licensed Software for such use and certifies to Licensee in writing that the ~~Customized~~Licensed Software may be used for an application under the subsection.

3.2 **Full Functionality.** Licensee shall not adversely affect the full functionality of any of the ~~Customized~~Licensed Software or alter any information within any of the ~~Customized~~Licensed Software.

4. Developer's Services.

4.1 **Setup.** When Licensee executes this ~~agreement, SVM shall schedule~~Agreement, if the Licensed Software has not previously been installed at the Primary Location, SM shall arrange for Developer to provide setup services ~~for each~~at the Primary Location. ~~All set-up services shall be scheduled in accordance with an SVM system wide Roll Out Schedule to be agreed upon between SVM and Developer. Licensee must pay the Initial Fee defined in Section 6.1 not less than 30 days prior to the schedule setup date,~~

4.2 **General Upgrades.** ~~SVM~~SM shall provide Licensee access free of charge to all general software upgrades and updates to the ~~Customized~~Licensed Software that shall be created from time to time by Developer and made available to ~~SVM~~SM.

4.3 **Technology Support (Service Levels).** Under the Master Agreement, Developer has agreed to provide the technology support and comply with the service levels set forth on Exhibit A, attached hereto and incorporated by reference herein. Developer and SM may agree to modify the technology support and service levels from time to time.

4.4 **User Technology Requirements.** Licensee shall meet the User Technology Requirements set forth in Exhibit B, attached hereto and incorporated by reference herein. Licensed Software may be unilaterally amended by SM or Developer from time to time, which may result in different User Technology Requirements.

5. Intellectual Property.

5.1 **Computer Code.** The object code and the source code used in the ~~DASH~~Cotality Software and ~~Customized~~Licensed Software is proprietary to the Developer and title to it remains with the Developer. Developer exclusively retains all applicable rights in, and protections for, copyrights, trade secrets, patents, trademarks and other intellectual property rights in the source code and object code used in the ~~DASH~~Cotality Software and ~~Customized~~Licensed Software and any modifications or enhancements thereof, whether initiated by Developer, made at ~~SVM's~~SM's request, or otherwise undertaken, and nothing in this Agreement shall be construed to limit Developer's right or ability to use, reproduce, license, market, or distribute: (i) the object code or source code in the ~~DASH~~Cotality Software or ~~Customized~~Licensed Software; or (ii) any derivative software based on the ~~DASH~~Cotality Software or ~~Customized~~Licensed Software; nor shall Licensee have any such rights in: (i) the object code or source code in the ~~DASH~~Cotality Software or ~~Customized~~Licensed Software; or (ii) any derivative software based on the ~~DASH~~Cotality Software or ~~Customized~~Licensed Software.

5.2 **Documentation.** The Documentation is proprietary to Developer and right and title to it remains with the Developer. Developer exclusively retains all applicable rights in, and protections for, copyrights, trade secrets, patents, and other intellectual property rights in the Documentation and any modifications or enhancements thereof, whether initiated by Developer, made at ~~SVM's~~SM's request, or otherwise undertaken, and nothing in this Agreement shall be construed to limit Developer's right or ability to use, reproduce, license, market or distribute the Documentation any products based on the Documentation.

5.3 ~~**Trade Marks**~~**Trademarks.** Developer's ~~Trade Marks~~Trademarks are proprietary to the Developer and title to them remains with the Developer. Developer exclusively retains all applicable rights in, and protections for, copyrights, trademarks and other intellectual property rights in Developer's ~~Trade Marks. SVM's Trade Marks~~Trademarks. SM's Trademarks are proprietary to ~~SVM~~SM and title to them remains with the ~~SVM. SVM~~SM. SM exclusively retains all applicable rights in, and protections for, copyrights, trademarks and other intellectual property rights in ~~SVM's Trade Marks~~SM's Trademarks. The Parties acknowledge that the ~~Customized~~Licensed Software will be exclusively marketed by ~~SVM~~SM under the "~~SVM~~SM" ~~trade mark~~Trademark, and that the ~~Customized~~Licensed Software is a customized version of the ~~DASH~~Cotality Software.

5.4 **Trade Secrets.** Licensee acknowledges and agrees that the source code and object code in the ~~DASH~~Cotality Software and ~~Customized~~Licensed Software are Developer's exclusive property and constitute a valuable trade secret of Developer.

5.5 **Security.** Licensee agrees to secure and protect the ~~Customized~~Cotality Software, Licensed Software, and Documentation in a manner consistent with the maintenance of Developer's rights therein and to take appropriate action by instruction or agreement with its employees, agents, or consultants who are permitted access to the ~~customized~~Licensed Software and Documentation to satisfy Licensee's obligation hereunder.

5.6 **No Modifications.** Licensee may not alter, change, enhance, re-program or otherwise modify in any manner the ~~DASH~~Cotality Software or ~~Customized~~Licensed Software, or any portion thereof or decompile, disassemble or reverse engineer the ~~DASH~~Cotality Software or ~~Customized~~Licensed Software, or any portion thereof or author, develop or create derivative works based on the ~~DASH~~Cotality Software or ~~Customized~~Licensed Software.

6. License Fees. The timely payment of fees hereunder is of the essence to this Agreement. Licensee shall be responsible for tendering the fees set below to ~~SVM~~SM in a timely manner. Failure to make timely payments hereunder shall be considered a material breach of this Agreement.

6.1 **Initial Fee.** Upon execution of this Agreement, Licensee shall pay a one-time fee of ~~Three Thousand Five Hundred Dollars (~~$3,500~~)~~ (the "**Initial Fee**") per Primary Location. In the event that Licensee elects to operate the ~~Customized~~Licensed Software at one or more Secondary Locations, License shall not be assessed an Initial Fee for any Secondary Location.

6.2 **Monthly Fee.** Licensee shall pay ongoing fees of ~~Four Hundred Dollars (~~up to $~~400)~~1,300 per month per Primary Location and up to $125 per month per Secondary Location ("**Monthly Fees**"). ~~In the event that Licensee elects to operate the Customized Software at one or more Secondary Locations, License shall pay Monthly Fees of Fifty Dollars (~~Currently, such Monthly Fees are $625 per month per Primary Location and $50~~)~~ per month per Secondary Location, but SM may increase the fees up to the caps upon written notice to Licensee.

6.3 **QAA Audit Fee**. Licensee shall pay a per job audit fee of up to $40 for each job submitted for review in the QAA automated audit tool (the "**Audit Fee**"). Currently, the Audit Fee is $15 per job, but SM may increase the fees up to the caps upon written notice to Licensee.

7. Timing. All recurring Monthly Fees shall be due on the first day of the month for which payment is being made (i.e., October payments shall be due on October 1st, etc.). ~~The Initial Fee shall be due on the Effective Date of this Agreement.~~Audit Fees will be due on the 25th day of the month following the use of the tool. The due dates for payments under this Agreement can be changed by SM by giving Licensee ten day written notice and such due dates can be changed by Developer at any time without advanced notice.

8. Developer's Services. Licensee shall pay Developer directly for any training or additional services that Developer offers from time to time in connection with the ~~Customized~~Licensed Software or ~~DASH~~Cotality Software. Additional services are those services not described in Exhibit A. ~~SVM~~SM will assist Licensee in obtaining a pricing list from Developer for any proposed additional services. ~~Set up~~Set-up services described in Section 4.1 are included in the ~~initial fee set forth in section 6.1~~Initial Fee.

9. **Term.** Unless otherwise terminated or canceled as provided herein, the term of this Agreement (the "**Term**") and of the License rights granted hereunder shall commence on the Commencement Date and shall terminate on ~~September 9~~January 1, ~~2019~~2027.

10. ~~**Maintenance Of**~~**Data Protection and Access** ~~**To Data**~~**.**

10.1. ~~10.1 **Confidential Live Claims Data.** Confidential Live Claims Data belonging to Licensee and which is stored on one or more databases, shall remain the sole property of that Licensee~~**Unauthorized Data Access.** Under the Master Agreement, in the event that Developer's consumer notification obligations are triggered under any jurisdiction due to unauthorized access of data stored on any database, Developer shall notify ~~SVM~~both SM and ~~all~~Licensee (if affected~~ Franchisees; and SVM and all affected Franchisees~~), at Developer's sole cost and expense, shall offer Developer reasonable cooperation and assistance so that Developer may satisfy any of Developer's obligations to notify any other entities and individuals required by law.

10.2. ~~10.2~~ **Insolvency or Inoperability.** Under the Master Agreement, in the event Developer is adjudicated insolvent by a government or judicial agency pursuant to Chapter 7 of Title 11 of the United States Code or Developer is unable to continue servicing ~~SVM~~SM and Licensee under the terms of this Agreement, Developer shall provide ~~SVM~~SM a copy of Licensee's database containing all Licensee data necessary to continue use of the ~~Customized~~Licensed Software, unless ~~SVM~~SM has first failed to timely pay Developer any fees hereunder or Licensee is in default of any other provision of this Agreement and such default has not been cured within 90 days after Developer gives ~~SVM~~SM written notice thereof.

11. Information Security. Under the Master Agreement, Developer has agreed to implement and maintain security controls and measures that meet or exceed all reasonable disaster recovery and restoration industry standards and protocols, it being understood and agreed that all such reasonable standards and protocols of the disaster recovery and restoration industry shall include all data security requirements of property and casualty insurers with whom members of the disaster recovery and restoration industry customarily do business.

12. Confidentiality.

12.1 **Confidential Information – Mutual**

(a) During the Term of this Agreement, each Party will have access to and contact with Confidential Information of the other Party. The Parties will not, during the Term or at any time thereafter, disclose to others, or use for either Party's benefit or the benefit of others, any Confidential Information of the other Party. The Parties will protect the confidentiality of all Confidential Information using each Party's best efforts, and will use Confidential Information only as reasonably necessary to effect the terms of this Agreement.

~~(b) For purposes of this Agreement, "Confidential Information" will mean, by way of illustration and not limitation, all information (whether or not patentable and whether or not copyrightable) concerning the business of each Party and its customers, Work Product, written records pertaining to Work Product, vendor information, apparatus, equipment, trade secrets, processes, research, reports, technical data, formulas, know-how, technology, marketing or business plans, forecasts, tax information, unpublished financial information or business results, budgets, prices, costs and employee lists that are communicated to, learned of, developed or otherwise acquired by a Party.~~

~~(c) The Parties' obligations under this Section 12 will not apply to any information that: (i) was rightfully possessed by one Party before it was received from the other; (ii) is independently developed by one Party without reference to the other's Confidential Information; (iii) is subsequently furnished to a Party by a third party not under any obligation of confidentiality with respect to such information or data, and without restrictions on use or disclosure; or (iv) is or becomes public or available to the general public other than through any act or omission of a Party.~~

(b) ~~(d)~~ Each Party represents to the other that its performance under this Agreement does not, and will not, breach any agreement that obligates it to keep in confidence any trade secrets or confidential or proprietary information of its own or of any third party or to refrain from competing, directly or indirectly, with the business of any third party. Neither Party will disclose to the other any trade secrets or confidential or proprietary information of any third party.

(c) ~~(e)~~ The Parties acknowledge that the Parties from time to time may have agreements with other persons that impose obligations or restrictions on them regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. The Parties agree to be bound by all such obligations and restrictions that are known to the Parties and to take all action necessary to discharge the obligations of the Parties under such agreements.

(d) ~~(f)~~ Upon termination or expiration of this Agreement for any reason, and in any event upon either Party's request, all Confidential Information and all other information of one Party held by the other Party (in all forms and types of media) will be returned to the other Party or disposed of in such manner as the other Party dictates.

12.2 **Remedies.** The Parties acknowledge that any breach of the provisions of this Section 12, may result in

serious and irreparable injury to a Party for which such Party may not be adequately compensated by monetary damages alone. The Parties agree, therefore, that, in addition to any other remedy it may have, the Parties will be entitled to enforce the specific performance of this Agreement and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages.

12.3 **Parties' Personnel.** Each of a Party's personnel performing ~~Services~~services, whether an employee of the Party or otherwise, will be made aware of and subject to the provisions of this Section 12, and each Party agrees to indemnify, defend and hold harmless the other Party for any loss, cost, or damage (including reasonable attorneys' fees and costs) incurred by or assessed against either Party as a result of or in connection with any failure of any such individual to comply with the requirements of this Section 12.

13. Research and Analysis. ~~Under~~ Licensee acknowledges that, under the Master Agreement, Developer has reserved ~~(and therefore Licensee grants to Developer)~~ the right to access and use Confidential Live Claims Data stored on the database for the limited purpose of research and analysis related to the industry as a whole. Any reports, presentations or other materials containing information derived from Confidential Live Claims Data stored on the databases shall not be disclosed to any Party unless (a) Confidential Live Claims Data contains no identifying information that would reasonably identify it as belonging to Licensee, and (b) Confidential Live Claims Data is used only in the aggregate.

14. Privacy and Data Use Policy. All data of Licensee collected by ~~SVM~~SM or to which ~~SVM~~SM has access in connection with the ~~Customized~~Licensed Software shall be subject to the ~~SVM~~SM Privacy and Data Use Policy in effect from time to time between ~~SVM~~SM and its Franchisees~~. Changes to the SVM Privacy and Data Use Policy will be discussed with the National Franchise Council and notice will be provided prior to implementation of changes to that policy.~~ and the terms of any franchise agreements between SM and Licensee.

15. Warranty.

15.1. ~~**15.1**~~ **Developer's Warranty**. Under the Master Agreement, Developer has made the following warranties:

(a) Developer covenants and warrants that it will comply at all times with all applicable laws and regulations of any jurisdiction in which a License is in effect, including all laws relating to data protection and privacy.

(b) Developer warrants that ~~its Services~~that the maintenance and support, consulting, and professional services that it provides under the Master Agreement will be performed in a professional and workmanlike manner in accordance with applicable professional standards.

(c) Developer warrants that the ~~Customized~~Licensed Software meets all performance, functionality and technical requirements required under the Master Agreement.

(d) Developer warrants that Developer is the sole owner of the ~~Customized~~Licensed Software, including all ~~DASH~~Cotality Software incorporated into the ~~Customized~~Licensed Software and that the ~~Customized~~Licensed Software does not infringe the intellectual property rights of any third party.

DISCLAIMER. THE PRECEDING ARE DEVELOPER'S ONLY WARRANTIES CONCERNING ITS SERVICES AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

15.2. **Waiver of Liability.** Licensee acknowledges and agrees that SM is sublicensing the Licensed Software to Licensee and that Developer is solely responsible for any damages or harm that may result from Licensee's use of the Licensed Software. Licensee waives liability of SM for Developer's breach of the obligations and warranties that are identified in this Agreement as being obligations or warranties of Developer under the Master Agreement. Licensee acknowledges that Licensee is a third-party beneficiary under the Master Agreement; and Licensee agrees that Licensee's only recourse for breach of such obligations or warranties

shall be against Developer directly.

15.3. ~~15.2~~ **No Representations or Warranties by Licensee.** Licensee must not make any representation or warranty with respect to any of the ~~Customized~~Licensed Software on ~~SVM~~SM or Developer's behalf.

16. Indemnity.

16.1 **Mutual Indemnity.** Each Party (the "**Indemnitor**") will indemnify, defend and hold harmless the other Party (the "**Indemnitee**"), its directors, officers, shareholders, employees and agents, from and against any third party claims, demands, loss, cost, damage, expense or liability (including reasonable attorneys' fees and costs) assessed against or incurred by the Indemnitee to the extent arising out of or related to: (i) bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of the Indemnitor; (ii) the Indemnitor being deemed not to be an independent contractor of the Indemnitee; or (iii) a breach by the Indemnitor of the representations and warranties in this Agreement ("**Claim**").

16.2 **Licensee's Indemnity.** Licensee (the "**Indemnitor**") shall defend, indemnify and hold harmless ~~SVM~~SM and Developer (each, the "**Indemnitee**"), their directors, officers, shareholders, employees and agents, from any claim from a third party directly or indirectly arising as a result of: (i) Licensee installing any ~~Customized~~Licensed Software outside generally accepted industry standards; ~~and~~(ii) any software virus introduced by Licensee to ~~Customized~~the Licensed Software; (~~ii~~iii) Licensee's acts and omissions in connection with this Agreement; and (~~iii~~iv) any loss or damage suffered by ~~SVM~~SM or Developer, for which Licensee has been compensated by a third party, which ~~SVM~~SM or Developer would not have suffered if ~~SVM~~SM or Developer were a ~~third-party~~third-party beneficiary, if the law governing Licensee's agreement with ~~SVM~~SM prevents ~~SVM~~SM or Developer from being a valid third party beneficiary of Licensee's agreement with ~~SVM~~SM ("**Claim**").

~~16.3 **Developer's Indemnity.** Under the Master Agreement, Developer (the "**Indemnitor**") has agreed, inter alia, to indemnify, defend and hold harmless SVM (the "**Indemnitee**"), its directors, officers, shareholders, employees and agents, from and against any third party claims, demands, loss, cost, damage, expense or liability (including reasonable attorneys' fees and costs) assessed against or incurred by the Indemnitee to the extent arising out of or related to: any claim that the Customized Software or other materials delivered under the Master Agreement or prepared for SVM as part of the Master Agreement infringes any copyright, patent, trade secret or other proprietary right of any third party ("**Claim**").~~

16.3 ~~16.4~~ **Claims.** If any Claim is brought or asserted against an Indemnitee, Indemnitor shall retain counsel to represent Indemnitee and Indemnitor shall control the proceeding but shall regularly consult with Indemnitee and its counsel regarding the defense. The Indemnitee shall have the right to participate in such defense through counsel of its own choosing at Indemnitee's sole expense if the Claim or settlement thereof could result in the imposition of an injunction or other equitable relief on or materially interfere with the business or operations of Indemnitee. In no event shall Indemnitor consent to an entry of judgment or enter into any settlement agreement that does not include a full release of Indemnitee. To receive the foregoing indemnity, the Indemnitee must promptly notify the Indemnitor of a claim or suit and provide reasonable cooperation and authority to defend and/or settle the claim or suit. The Indemnitor shall not enter into any settlement agreements related to this indemnity that have an impact, monetary or otherwise, on the Indemnitee, without receiving the prior written consent of the Indemnitee, with such consent not to be unreasonably withheld.

17. Termination.

17.1 **Termination by Either Party.** Either party may terminate this Agreement upon 30 days' written notice to the other party.

17.2 ~~17.1~~ **Termination by SM.** ~~SVM~~SM may immediately terminate this Agreement and any license granted hereunder, if:

(a) Licensee fails to timely pay ~~SVM~~SM any fees hereunder; provided, however, before terminating the Agreement and halting service for non-payment, ~~SVM~~SM agrees to provide Licensee with written notice ~~thirty (30)~~10 days in advance of any such termination; and if Licensee pays outstanding balances in full prior to the expiration of ~~thirty (30)~~10 days, termination for non-payment will be avoided;

(b) Licensee is in default of any other provision of this Agreement and such default has not been cured

within ~~90~~30 days after ~~SVM~~SM gives Licensee written notice thereof;

(c) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law;

(d) Licensee is in default of any provision of any ServiceMaster Franchise Agreement or any related agreement(s) in effect between ~~SVM~~SM or any ~~SVM affiliate~~of its Affiliate(s) and such default has not been cured within the time period required under said ServiceMaster Franchise Agreement or other agreement(s); ~~or~~

(e) Licensee, for any reason, ceases to be a franchisee of ~~SVM.~~SM or any of SM's Affiliates; or

(f) the Master Agreement expires or is terminated for any reason.

17.3 ~~17.2~~ **Rights upon Termination.** In the event of termination of this Agreement ~~pursuant to Section 17.1, SVM~~for any reason, SM may:

(a) Declare all amounts owed hereunder to ~~SVM~~SM to be immediately due and payable (including all payments which are or would have been become due and payable under Section 6 were this Agreement not to have been terminated prematurely), provided however, if Licensee has paid all fees identified in Section 6.1, and Licensee has made payments under Section 6.2 for 24 months, then amounts owed under this section (a) are limited to amounts due but unpaid as of the date the agreement is terminated;

(b) Require the Licensee to cease any further use of the ~~Customized~~Licensed Software, Documentation, or any portion of the ~~Customized~~Licensed Software or Documentation;

(c) Cease performance of all of ~~SVM's~~SM's obligations hereunder without liability to Licensee; and

(d) Require the immediate return or destruction of any and all copies of the Documentation, ~~Customized~~Licensed Software, and upgrades or modifications to ~~Customized~~Licensed Software.

17.4 ~~17.3~~ **Rights Cumulative.** ~~SVM's~~SM's foregoing rights and remedies under Section ~~17.2~~17.3 shall be cumulative and in addition to all other rights and remedies available to ~~SVM~~SM in law and in equity.

~~17.4 **Termination of Master Agreement.**~~

~~(a) Under the Master Agreement, SVM has the right to terminate the Master Agreement with or without cause at any time on or after September 10, 2017. In the event that SVM exercises this right under the Master Agreement, then SVM shall also have the right to terminate this Agreement upon nine (9) months prior written notice to Licensee (for example, if SVM exercises its right to terminate the Master Agreement as of an effective date of termination of September 10, 2017, then SVM must give Licensee notice of termination of this Agreement at least nine (9) months prior to such effective date of termination).~~

~~(b) Under the Master Agreement, SVM also has the right to terminate the Master Agreement if Developer breaches any obligation set forth in the Master Agreement and subsequently fails to cure such breach within 90 days of being provided written notice thereof by SVM. In the event that SVM exercises this right under the Master Agreement, then SVM shall also have the right to terminate this Agreement immediately upon the effective date of termination of the Master Agreement. SVM will provide notice to the National Franchise Council of a pending termination pursuant to this Section 17.4(b) relating to Developer defaults of its obligations under the Master Agreement at least 60 days prior to the termination date. Provided however, the failure to provide notice to the National Franchise Council will not prevent SVM from exercising its right to terminate this Agreement.~~

~~In the event of a termination pursuant to Section 17.4, SVM will require that Developer provide Licensee its data in a usable format without charge for transfer to a different platform to the extent that such a requirement is included in the Master Agreement.~~

~~17.5 **Termination for Convenience by Licensee.** At any time on or after the third (3rd) anniversary of this Agreement, Licensee shall have a right to terminate this Agreement for convenience upon twelve (12) months prior written notice to SVM (for example, if Licensee desires to terminate this Agreement on the third anniversary date of execution of this Agreement, then Licensee must give notice of termination to~~

SVM at least 12 months prior to such third anniversary date).

17.6 **Obligations of Licensee upon Termination of the Master Agreement by SVM or Termination for Convenience by Licensee.** In the event that SVM terminates this Agreement after terminating the Master Agreement pursuant to Section 17.4 or in the event that Licensee terminates this Agreement for convenience under Section 17.5, SVM may:

(a) Require Licensee immediately to pay SVM all outstanding amounts due and payable under this Agreement as of the effective date of termination;

(b) Require Licensee to cease any further use of the Customized Software, Documentation or any portion of the Customized Software or Documentation;

(c) Require the immediate return or destruction of any and all copies of the Documentation, Customized Software, and upgrades or modifications to Customized Software;

And, except as otherwise provided in this Section 17, the Parties shall have no further obligations to each other under this Agreement.

17.5 17.7 **Confidentiality**. All obligations of both Parties under Section 12 shall survive termination of this Agreement.

18 **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, SVM'SSM'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY LICENSEE TO SVMSM UNDER THIS AGREEMENT.

NOTWITHSTANDING ANY PROVISONPROVISION IN THIS AGREEMENT TO THE CONTRARY, THE FOREGOING LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 18 SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN SECTION 16 OF THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN SECTION 12 OF THIS AGREEMENT.

19 **Insurance Coverage.** Under the Master Agreement, Developer is required to maintain the following insurance:

19.1 **Workers Compensation Insurance**, including occupational disease and employers liability insurance, as well as such other similar insurance as may be required by the state in which Developer operates, at the statutory limits for workers compensation, and employers liability at a minimum limit of One Million Dollars ($1,000,000);

19. 2 **Commercial General Liability Insurance** (including, but not limited to contractual and product liability, and completed operations coverage) with a minimum of Five Million Dollars ($5,000,000) per occurrence limit (which coverage can be maintained through primary and umbrella policies.

19.3 **Professional Liability Coverage.** Either professional liability coverage or errors and omissions coverage insuring Developer for negligent acts and errors or omissions arising out of the performance of Developer's Services under this Agreement, with limits of not less than Three Million Dollars ($3,000,000) per claim and in the aggregate. Such coverage shall include network security and privacy liability "network privacy" covering the unauthorized disclosure or misappropriation of SVM Data and shall be extended to cover third party liability arising from identity theft and unauthorized disclosure of private information.

20 **Statute of Limitations.** Any claim arising out of or related to this Agreement must be brought no later than one year after it has accrued.

19 ~~21~~ **Sole Agreement.** This Agreement is the sole agreement between the Parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either Party. This Agreement may be amended only by a writing executed by the authorized representative of both Parties.

20 ~~22~~ **Assignment.** SM may assign this Agreement to an Affiliate or third party at any time, provided such party expressly assumes, in writing, all rights, obligations, and duties of SM hereunder. With the prior express written consent of ~~SVM~~SM, Licensee may assign this Agreement and any license granted hereunder to a third party, provided such third party and provided, further, that such third party expressly assumes, in writing, all rights, obligations, and duties of Licensee hereunder ~~and provided, further, that such third party~~ pays any installation, reconfiguration, transfer or other fees, the total of which may not exceed the ~~then current~~then-current Initial Fee (or any combination of then current fees that encompass the services covered in the Initial Fee, that may be assessed by Developer or ~~SVM~~SM in connection with such assignment.) Notwithstanding the foregoing, either party may assign the Agreement to (a) the surviving entity in a merger or consolidation in which it participates, (b) a purchaser of all or substantially all of its assets, or (c) as a part of an internal reorganization. This Agreement is binding upon, and inures to the benefit of, either party's respective permitted successors and assigns.

21 ~~23~~ **Jurisdiction and Dispute Resolution.**

21.1 ~~23.1~~ **Entire Agreement; Governing Law.** This Agreement constitutes the entire and final agreement between the Parties with regard to the subject matter hereof. No waiver, consent, modification or change of terms of this Agreement will bind either Party unless agreed upon in writing and signed by both Parties, and then such waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, ~~except for the~~which laws shall prevail in the event of any conflict of ~~laws provision~~law, without regard to the application of any Georgia conflict-of-law rules. In connection with this Agreement, the Parties consent to the personal jurisdiction of, and venue in, the courts located in the metropolitan area of ~~SVM's~~SM's then-current principal place of business (currently, Atlanta, Georgia).

21.2 ~~23.2~~ **Mediation.** Except for disputes arising out of or relating to the Confidentiality, Intellectual Property or Information Security sections of this Agreement, the Parties must mediate any other dispute arising out of or relating to this Agreement before commencing any arbitration as set forth in Section ~~23.3~~21.3, below. No Party to this Agreement can demand mandatory arbitration against the other Party without first participating in mediation, unless a Party refuses to submit to mediation and legal action is brought to specifically enforce this mandatory mediation provision of this Agreement. If the Parties cannot agree upon the person to act as the mediator within ~~twenty (~~20~~)~~ business days from notice of a request for mediation, then the American Arbitration Association will select a person to act as the mediator. The mediator's charges and expenses will be split by the Parties on a 50/50 basis. Each Party will be responsible for its own attorneys' fees and costs at mediation. Any such mediation must be completed within ~~sixty (~~60~~)~~ days following appointment of the mediator. Should the dispute not be resolved by mediation, the Parties agree to submit any dispute arising between the Parties relating in any way to binding arbitration in accordance with Section ~~23.3~~21.3, below.

21.3 ~~23.3~~ **Arbitration.** Except for disputes arising out of or relating to the Confidentiality, Intellectual Property or Information Security sections of this Agreement, any controversy, dispute or claim arising out of or relating to this Agreement or any tort, statute, or otherwise ~~("Claim")~~ will be settled by binding arbitration in the metropolitan area of ~~SVM's~~SM's then-current principal place of business (currently, Atlanta, Georgia). Such arbitration will be conducted in accordance with the rules of the American Arbitration Association except that a written opinion of the arbitrator must be delivered to the Parties regardless of any rules to the contrary. The Parties will agree upon one arbitrator to settle the controversy or claim, provided that if the Parties are unable to agree upon an arbitrator within ~~twenty (~~20~~)~~ business days, they will accept an arbitrator appointed by the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. § 1-16, to the exclusion of state laws inconsistent therewith. Any award rendered by the arbitrator will be conclusive and binding upon the Parties hereto and a judgment upon the award will be entered in any court having jurisdiction thereof. This provision for arbitration will be specifically enforceable by the Parties and the decision of the arbitrator in accordance herewith will be final and binding. The arbitrator's charges and expenses will be split by the Parties on a

50/50 basis. Each Party will be responsible for its own attorneys' fees and costs at arbitration.

21.4 ~~23.4~~ **Class Action Waiver**. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple-plaintiff, or similar proceeding ("**Class Action**"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

21.5 **Statute of Limitations.** Any claim arising out of or related to this Agreement must be brought no later than one year after it has accrued.

22 ~~24~~ **Waiver.** The waiver by either Party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

23 ~~25~~ **Enforceability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

~~26 **Waiver of Liability.** Licensee waives liability of SVM for Developer's breach of the obligations and warranties that are identified in this Agreement as being obligations or warranties of Developer under the Master Agreement. Licensee acknowledges that Licensee is a third party beneficiary under the Master Agreement; and Licensee agrees that Licensee's only recourse for breach of such obligations or warranties shall be against Developer directly.~~

24 ~~27~~ **Notice.** Notices required under this Agreement shall be sent to a Party at its address set forth above via personal delivery, over-night delivery, certified mail – return receipt requested, fax or email.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first set forth above.

"Licensee"	**"~~SVM~~SM"**
_____ _____	ServiceMaster Clean/Restore SPE LLC
By:_____	By: _____
Its:_____	By: _____
Date:_____	Date: _____

Exhibit A Technology Support (Service Levels)

Availability	The system should be available 24x7 and 365 days a year.
Availability	The system should have ~~99.99~~99.9% uptime per month, this shall not be cumulative.
~~Availability~~	~~Daily full data backups with 30 minute incremental backups should be taken.~~
Availability	Developer will work with Licensee to create and generate a manual report or reports that provide(s) the information needed for Licensee to operate in the event of a catastrophe where Licensee is not able to connect to the ~~DASH~~Cotality Software system. Licensee's responsibility shall be to have the report printed and available in a secure place and updated as required in case Licensee needs it.
Availability	Any planned system outages should be communicated at least one week in advance unless otherwise agreed to by ServiceMaster. Unplanned system outages should be immediately communicated to the business program manager and call center manager. The business should push those communications to any users of the system.
Availability	There shall be no leads lost during down-time. No more than 15 minutes of data shall be lost for any single user in the system.
Availability	The System should notify users of both planned and unplanned outages.
Availability	During a catastrophic event, system must be capable of supporting peak usage.
System Performance	~~Next Gear~~Developer and ~~SVM~~SM will conduct quartile reviews of system performance and will identify areas that need improvement and agree on a timeframe for delivery
Disaster Recovery	In the case of a declared disaster, the system shall provide a 30 minute Recovery Time Objective and 15 minute Recovery Point Objective.

Requirement	**Requirement Details**
24 Hours/Weekday Live Support	Response time of ≤ 5mins for minimum of 97% of live support requests.
On-Demand, One Click Screen Sharing Support	~~NextGear~~Developer will have agents available for screen share support during all hours where support is available.
Ongoing Training Classes	~~NextGear~~Developer will publish a schedule of classes, document where each franchisee is in the process and provide reports.
Instructor-led Role-Based Training	~~NextGear~~Developer will provide training as mutually agreed upon with ServiceMaster.
Modular Training Videos	
Role-Based Training Videos	
Training Manuals	All training manuals and materials will be made current prior to each software release.
24 Hour Emergency Phone Response	All issues mutually agreed upon as emergencies will receive emergency phone support 24 hours/day/7 days/week. User will receive an acknowledgement within 15 minutes.
On-site training or regional training, actual travel costs will be paid, including airfare, food, rental cars, fuel and other actual costs	
Provide a trainer to come and train at Academy in Memphis not more than twenty-four (24) days per year.	Provide on-site training at the Disaster Restoration Academy on site in Memphis. Training curriculum to be developed in conjunction with ServiceMaster. Training will not exceed twenty-four (24) days per year.

EXHIBIT B

User Technology Requirements

Requirement	~~**Requirement Details**~~
~~NextGear will provide ample notice of any changes in requirements to allow ample time for franchisees to be able to make reasonable hardware or bandwidth upgrades~~	~~Provide written notice to SVM 6 months prior to any changes in hardware or bandwidth requirements.~~
~~DASH requires either a PC or MAC, but some functionality is available only on PC or only on MAC~~Developer currently supported versions of the Windows Desktop Operating System and the related Minimum System Requirements as specified by Microsoft	~~If at any point NextGear will only support one platform, ServiceMaster requires 6 months' notice. ServiceMaster understands that some integrations are only available on PC and future integrations may only be available on MAC or PC~~
~~NextGear~~Developer recommends: 2 GB of RAM and a minimum 1.6Ghz Processor	~~Provide written notice to SVM 6 months prior to any changes in hardware or bandwidth requirements.~~
Internet Access: ~~Next Gear~~Developer recommends a connection speed of 5 Mbps download and 1.5 Mbps upload, OR Broadband cards with 1.5 Mbps down and 0.5 Mbps up have been tested and do work	~~Provide written notice to SVM 6 months prior to any changes in hardware or bandwidth requirements.~~
~~DASH recommends~~Internet Browser: current versions of Google Chrome and Mozilla Firefox ~~for an internet browser~~	~~NextGear will attempt to support all current widely available browsers and will advise of any performance issues related to DASH with said browsers.~~

Exhibit C - Privacy and Data Use Policy

ServiceMaster Privacy and Data Use Policy

Respond and Restore Systems

ServiceMaster acknowledges the importance of protecting the privacy of information entered into the system as well as the value that can come from analyzing and using this data to enhance the brand. Our goal is to maximize the value of the data while at the same time protecting disclosure that is harmful to the brand. In order to ensure that potential data uses serve this goal, ServiceMaster will share potential opportunities and seek input from the National Franchise Council ("NFC"). ServiceMaster will continue its periodic consultation and discussion of data uses with the NFC and seek consensus on proposed changes to this data use policy. ServiceMaster pledges to carefully exercise its discretion to identify appropriate uses of the information, and will provide not less than 90 days' notice of changes to this data use policy to the NFC.

Currently we expect that the data will be used in the following manner:

- Claim Review
- Quality Control/SLA Compliance
- Data mining and research (aggregate)
- Ranking on SLAs shared among franchisees and others as appropriate
- Marketing claims
- Benchmarking
- Litigation/discovery in response to subpoena and other document production requests

Information of current franchisees (i.e., contacts, customer information, and vendor information) will not be shared with other franchisees without permission. Non-specific information (meaning information with personal information removed or redacted) may be shared with aggregate data and ranking reports as set forth above.

We will put together other safeguards similar to those in place with other data systems.

Exhibit H to the FDD

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SERVICEMASTER RESTORE®
MANUAL TABLE OF CONTENTS

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Exhibit I to the FDD

AMENDMENT TO FRANCHISE AGREEMENT
(CONSTRUCTION SERVICES)

AMENDMENT TO THE FRANCHISE AGREEMENT
(CONSTRUCTION SERVICES)

NOTE: You are not required to sign this Construction Services Amendment if you are NOT performing or offering Construction Services either under the ServiceMaster brand or under a separate company. You may opt out by completing the attached acknowledgement in Appendix A.

This Amendment to the Franchise Agreement (this "**Amendment**"), dated the day of ___, 20___, is by and between ServiceMaster Clean/Restore SPE LLC ("**Franchisor**") and _____ ("**Franchisee**").

WHEREAS, Franchisor and Franchisee executed that certain Franchise Agreement #____, dated_____, _____, granting Franchisee the right to use the Franchisor's trademarks and System (the "**Franchise Agreement**").

WHEREAS, the parties wish to amend such Franchise Agreement to allow Franchisee to perform additional services under the ServiceMaster name through its own employees or Subcontractors.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged by the parties, the parties agree as follows:

1. Grant of Rights. Franchisor hereby grants to Franchisee, upon the terms and conditions as set forth in the Franchise Agreement and herein contained, the right and license to use the ServiceMaster name and Proprietary Marks, within the Territory specified in the Franchise Agreement, to provide the Covered Construction Services as set forth below. This Amendment shall become a part of the Franchise Agreement and be subject to the same terms and conditions of the Franchise Agreement and shall terminate and expire along with the Franchise Agreement.

2. Definitions. For purposes of this ~~Agreement~~Amendment, the "**Construction Services**" shall include Covered Construction Services and Non-Covered Construction Services.

2.1 "**Covered Construction Services**" means any and all construction services including, but not limited to, framing carpentry, cabinetry removal and put back/installation, cabinetry repair, roofing, flooring, drywall and plastering, carpet and pad installation, painting, wallpapering installation, and repair of heating, cooling, electrical and plumbing systems, which involve structural reconstruction, cosmetic restoration, or mechanical restoration associated with disaster restoration and that are not solely new construction services wholly unrelated to disaster restoration. Covered Construction Services shall include construction, remodeling, structural or decorating services that are performed on a site where a disaster has occurred in which any party under the ServiceMaster Restore® mark or any non-Franchisor third party has performed any disaster restoration work even if the area that is remodeled or reconstructed was not directly affected by the disaster. Any Core Services, including, but not limited to, water mitigation, fire, smoke and odor cleaning, demolition, other pre-cleaning, and post-construction cleaning shall be excluded from Construction Services and shall be included as Core Services as set forth in the Franchise Agreement.

2.2 "**Non-Covered Construction Services**" means any construction and/or decorating services not related to disaster restoration work, which shall be defined as including, but not limited to, estimating, inspection, tear-out, project management, and overhead fees in connection with construction and decorating related to remodeling or new construction, including "ground up" ~~remolding~~remodeling or structural construction that are not done due to a disaster~~, including construction, decorating~~. This definition does not and is not meant to include any residential, commercial, or disaster restoration services cleaning as that term

is commonly understood and as that term is referred to in the Franchise Agreement. The Franchisee's usage of any type of ServiceMaster equipment to perform any cleaning functions shall remove any such cleaning from the scope of this definition and into the Covered Construction Services category.

3. [FOR NEW AND TRANSFERRED RESTORE FRANCHISES:] Fees Related to Construction Services ~~Fees~~. For all Covered Construction Services performed, (i) using the name ServiceMaster, (ii) by, through, as, or on behalf of a Franchisee, (iii) by, through, or on behalf of any entity in which Franchisee owns, maintains, engages in, or has any interest, (iv) by or on behalf of any Owner, any Owner's spouse, or any Owner's family members, or (v) by, through, or on behalf of any Affiliate of any person or entity identified within subparts (i) through (v), inclusive~~, Franchisee shall pay standard Royalties, Ad Fund Contributions, and other fees based on Gross Service Sales derived from Covered Construction Services, without any deduction for subcontractor-performed work.~~:

3.1 The Royalties described in the Franchise Agreement shall not apply to Gross Service Sales derived from such Covered Construction Services. The Gross Service Sales used in determining applicable Royalties will exclude revenue from Covered Construction Services; and

3.2 Franchisee shall pay Franchisor a monthly construction services fee equal to 3% of Gross Service Sales derived from Covered Construction Services (without any deduction for Subcontractor-performed work) (the "**Construction Services Fee**"), which may be reduced in accordance with Section 4.

[FOR LEGACY RENEWAL FRANCHISES:] Fees Related to Construction Services. For all Covered Construction Services performed, (i) using the name ServiceMaster, (ii) by, through, as, or on behalf of a Franchisee, (iii) by, through, or on behalf of any entity in which Franchisee owns, maintains, engages in, or has any interest, (iv) by or on behalf of any Owner, any Owner's spouse, or any Owner's family members, or (v) by, through, or on behalf of any Affiliate of any person or entity identified within subparts (i) through (v), inclusive:

3.1 The Royalties, Advertising Contributions, and Local Advertising Commitment described in the Franchise Agreement shall not apply to Gross Service Sales derived from such Covered Construction Services. The Gross Service Sales used in determining applicable Royalties, Advertising Contributions, and the Local Advertising Commitment will exclude Gross Service Sales derived from Covered Construction Services;

3.2 Franchisee shall pay Franchisor a monthly construction services fee equal to 3% of Gross Service Sales derived from Covered Construction Services (without any deduction for Subcontractor-performed work) (the "**Construction Services Fee**"), which may be reduced in accordance with Section 4;

3.3 Franchisee shall pay Franchisor a monthly advertising fee equal to 0.25% of Gross Service Sales derived from Covered Construction Services (without any deduction for Subcontractor-performed work) (the "**Construction Services Advertising Fee**"), which Franchisor will contribute to the Advertising Fund;

3.4 Franchisee shall spend 0.5% of Gross Service Sales derived from Covered Construction Services (without any deduction for Subcontractor-performed work) on Eligible Local Marketing (the "**Construction Services Local Advertising Commitment**"). The Construction Services Advertising Fees paid by Franchisee will be treated as money spent

on Eligible Local Marketing and will be credited towards satisfying Franchisee's Construction Services Local Advertising Commitment. Upon Franchisor's request, Franchisee must provide an accounting of its monthly and/or annual local advertising expenditures and provide any evidence necessary to demonstrate compliance with the Construction Services Local Advertising Commitment. If Franchisee fails to meet its Construction Services Local Advertising Commitment in any month, in addition to Franchisor's other remedies, Franchisee will be required to contribute to the Ad Fund the difference between the amount spent on Eligible Marketing in such month and the Construction Services Local Advertising Commitment in such month; and

3.5 The Construction Services Fee and Construction Services Advertising Fee are separate, additional fees from the Royalties and Advertising Contributions. The Construction Services Local Advertising Commitment is a separate, additional obligation to the Local Advertising Commitment.

4. Reduction of Construction Services Fee. If (a) Franchisee, its Owners, and its Affiliates have been and remain fully compliant with the Franchise Agreement and the Related Agreements and Franchisor and/or its Affiliates, including, without limitation, timely paying all required fees and submitting all required reports, and (b) Franchisee timely provides a monthly report detailing Covered Construction Services provided in the prior month in a form prescribed by Franchisor, the Construction Services Fee will be reduced to the following amounts:

Time Period	**Percentage of Gross Service Sales Derived from Covered Construction Services (without any deduction for Subcontractor-performed work)**
2025	2%
2026	2.25%
2027	2.5%
2028	2.75%

The Construction Services Fee will revert to 3% of Gross Service Sales derived from Covered Construction Services (without any deduction for subcontractor-performed work) (i) beginning on January 1, 2029 and/or (ii) if Franchisee, its Owners, or its Affiliates fail to comply with (a) or (b), immediately after such failure occurs.

5. Untimely Renewal. If Franchisee fails to fully and completely execute the Renewal Franchise Agreement and General Release and complete the renewal process within 60 days of the commencement of the temporary extension described in Section 2.2.4 (Temporary Extension) of the Franchise Agreement, then, effective immediately thereafter, the monthly Construction Services Fee payable under this Amendment shall increase by 2.5%, for a new Construction Services Fee of 5.5% of Gross Service Sales, without any reduction as detailed within Section 4 of this Amendment, and such higher Construction Services Fee shall apply during each month until (i) the renewal process is completed (including execution of the Renewal Franchise Agreement and General Release and payment of the renewal fee) or (ii) the Franchise Agreement is terminated. By accepting any increased fees, Franchisor does not waive any of its rights and remedies under the Franchise Agreement including, without limitation, the right to terminate the Franchise Agreement pursuant to its terms and all such rights and remedies shall be cumulative of every other right or remedy.

6. Operating Fees. The definition of "Operating Fees" in Section 4.4 (Due Dates and Reports) is hereby deleted and replaced with the following:

"The Royalties, Ad Fund Contribution, Technology Fees, Construction Services Fees, and Construction Services Advertising Fees (collectively, the "Operating Fees")."

7. Liquidated Damages. In Section 14.12.1 (Calculation of Liquidated Damages) of the Franchise Agreement, all references to "Royalties and Ad Fund Contributions" are hereby revised to refer to "Royalties, Ad Fund Contributions, Construction Services Fees, and Construction Services Advertising Fees."

8. ~~4.~~ Acknowledgements. Franchisee understands and agrees that Franchisor shall provide no technical construction or contractor training or support in return for the payment of the above fees. Franchisee also understands that it is not permitted to use the name ServiceMaster or any of the Proprietary Marks for any Non-Covered Construction Services.

9. ~~5.~~ Insurance

9.1 ~~5.1~~ Insurance Required. The Franchisee shall, at its expense, procure prior to providing the Construction Services licensed under this ~~Agreement~~Amendment, and maintain in full force and effect during the term of ~~this~~the Franchise Agreement, an insurance policy or policies insuring the Franchisee and naming the Franchisor and its officers, directors, employees, agents and partners as additional insureds, against any loss, liability, personal injury, death, or property damage or expense whatsoever whether arising from or occurring upon or in connection with the Franchised Business or any other entity in which Franchisee owns, maintains, engages or has any interest. The Franchisee shall furnish the Franchisor with proof of coverage prior to commencing business, and of continued coverage during the term of ~~this~~the Franchise Agreement.

9.2 ~~5.2~~ Coverage Requirements. Such policy or policies shall be written by an insurance company satisfactory to the Franchisor in accordance with standards and specifications set forth on Service Connection, or otherwise in writing, and shall include, at a minimum the following:

9.2.1 ~~5.2.1~~ Workers' compensation and occupational disease insurance as well as such other insurance as may be required by statute or rule of the state in which the Franchisee operates the Franchised Business.

9.2.2 ~~5.2.2~~ Comprehensive General Liability insurance, including product and completed operations coverage, with minimum limits of $3,000,000 per occurrence.

9.2.3 ~~5.2.3~~ Business automobile liability coverage for owned, hired, and non-owned vehicles, with minimum limits of $1,000,000 per occurrence for bodily injury and for property damage.

9.2.4 ~~5.2.4~~ Such additional coverage and higher policy limits as may reasonably be specified for all franchisees from time to time by the Franchisor on Service Connection, or otherwise in writing.

9.2.5 ~~5.2.5~~ All other insurance required by applicable state or federal law.

9.3 ~~5.3~~ Such insurance requirements shall replace and supplant those set forth in the Franchise Agreement in paragraph 11.

9.4 ~~5.4~~ Failure to Maintain. Should the Franchisee, for any reason, fail to procure or maintain the insurance required by this ~~Agreement~~Amendment, as revised from time to time for all

franchisees on Service Connection, or otherwise in writing, the Franchisor shall have the right, at its option, to procure such insurance and to charge the cost to the franchisee, which charges, together with a reasonable fee for the Franchisor's expenses in so acting, shall be payable by the Franchisee immediately upon the Franchisee's receipt of written notice.

10.~~6.~~ Licenses. Franchisee shall provide copies annually of its state and local contractor's license and business license, none of which shall reflect the ServiceMaster name except as used in the d/b/a name reflected on the Franchise Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first set forth above.

ServiceMaster Clean/Restore SPE LLC
d/b/a ServiceMaster Restore

By: _____

Its: _____

Franchisee: _____

d/b/a ServiceMaster _____

By: _____

Its: _____

_____
Individually

_____
Individually

_____
Individually

Date: _____

APPENDIX A
TO CONSTRUCTION SERVICES AMENDMENT

CONSTRUCTION SERVICES
OPT-OUT OPTION ACKNOWLEDGEMENT

The Construction Services Amendment to your Franchise Agreement(s) is offered to you because your Franchise Agreement allows you to offer Core Services as well as Construction Services as described above, using the ServiceMaster trademarks. You may opt out of providing Construction Services by completing this acknowledgement and signing below.

1. Franchisee and its Owners are not presently, whether directly or through a Subcontractor, Affiliate, or any other entity or business (whether formally incorporated or not) (collectively, "**Another Business**"), performing or offering Construction Services (including Covered Construction Services or Non-Covered Construction Services) as defined by the Construction Services Amendment through the ServiceMaster Franchised Business or through a separate business.

2. If Franchisee or its Owners choose to offer Construction Services in the future, whether directly or through Another Business, Franchisee will notify Franchisor and request a Construction Services Amendment to the Franchise Agreement(s) and contact its insurance provider to add the required insurance for Construction Services **BEFORE** providing these services.

3. Franchisee acknowledges that if Franchisee or its Owners ~~do~~ perform Covered Construction Services, whether directly or through Another Business, **without** a fully-executed Construction Services Amendment to the Franchise Agreement(s), ~~the Applicable Royalty Rate on Gross Service Sales of such Covered~~(a) for all franchisees, the monthly Construction Services ~~will be 10%, regardless of the Applicable Royalty Rate that is otherwise in effect at such time. Franchisee further acknowledges that if Franchisee or its Owners perform any Construction Services using the ServiceMaster Marks **without** a fully-executed Construction Services Amendment to the Franchise Agreement(s), for the remainder of the term of the Franchise Agreement, the Appliable Royalty Rate on Gross Service Sales for all services rendered by the Franchised Business(es)~~Fee will be 10% of Gross Service Sales~~, regardless of the Applicable Royalty Rate that would otherwise be in effect.~~ derived from such Covered Construction Services (without any deduction for Subcontractor-performed services) and (b) for Legacy Renewal Franchises, (i) the monthly Construction Services Advertising Fee will be equal to the then-current Ad Fund Contribution and (ii) the Construction Services Local Advertising Commitment will be equal to the then-current Local Advertising Commitment.

FRANCHISEE: _____ License Nos. _____

Dba ServiceMaster _____

Owner Signature: _____

Print Name: _____

Title: _____

DATE Signed: _____

Date received by Franchisor: _____

Exhibit J to the FDD

CONVERSION AMENDMENTS

Exhibit J-1 – Conversion Franchise
Construction Royalty Fee Conversion Rider

CONVERSION FRANCHISE – CONSTRUCTION ROYALTY FEE CONVERSION RIDER

AMENDMENT TO FRANCHISE AGREEMENT # DATED BETWEEN (NAME) AND SERVICEMASTER CLEAN/RESTORE SPE LLC D/B/A/ SERVICEMASTER RESTORE

In accordance with the Construction Services Amendment, monthly Royalties on Construction Services shall be amended to provide for the following fee schedule:

(mm/dd/yyyy) through (mm/dd/yyyy) – ~~1.0~~___% fees on revenue up to $_____per month, any revenue over $_____per month will be paid at 2% schedule fee.

(mm/dd/yyyy) through (mm/dd/yyyy) – ~~1.5~~__% fees on revenue up to $_____per month, any revenue over $_____per month will be paid at 2% schedule fee.

(mm/dd/yyyy) forward – ~~2~~3% fees on all revenue.

This ramp-up schedule does not allow for any monthly averaging over any ~~twelve month~~twelve-month period. Actual revenue recorded monthly must be reported monthly and fees are payable monthly.

Any revenue resulting from jobs that are passed to the franchisee from ~~the Claim Capture Unit~~Optional Programs are not subject to this ramp-up schedule and fees are payable at ~~2~~3% on this revenue.

Qualification: $_____ Construction
Base Line Revenue Business Type

SERVICEMASTER CLEAN/RESTORE SPE LLC

By: _____

Title: _____

FRANCHISEE:

BY: _____
(Signature of owners, partners or duly authorized officer - title)

BY: _____
(Signature of owners, partners or duly authorized officer - title)

BY: _____
(Signature of owners, partners or duly authorized officer - title)

Exhibit J to the FDD

CONVERSION AMENDMENTS

Exhibit J-2 – Conversion Franchise
Core Service Ramp-Up

CONVERSION FRANCHISE – CORE SERVICE RAMP-UP

AMENDMENT TO FRANCHISE AGREEMENTS # DATED BETWEEN (NAME) AND SERVICEMASTER CLEAN/RESTORE SPE LLC D/B/A/ SERVICEMASTER RESTORE

A) **Ramp Up Schedule for Royalties.**
Exhibit A, Monthly Royalties shall be amended to provide for the following Conversion Royalties Schedule:

The following schedule is based on a $_____per year base line (Core Services revenue).

(mm/dd/yyyy) through (mm/dd/yyyy) – ~~5~~__% fees on revenue up to $_____per month, any revenue over $ _____per month will be paid at 10% schedule fee.

(mm/dd/yyyy) through (mm/dd/yyyy) – ~~7.5~~___% fees on revenue up to $____per month, any revenue over $_____per month will be paid at 10% schedule fee.

(mm/dd/yyyy) forward – 10% fees on all revenue.

This ramp-up schedule does not allow for any monthly averaging over any ~~twelve month~~twelve-month period. Actual revenue recorded monthly must be reported monthly and fees are payable monthly.

Any revenue resulting from jobs that are passed to the franchisee from ~~the Claim Capture Unit~~Optional Program work are not subject to this ramp-up schedule and fees are payable at 10% on this revenue.

Ad Fund Contributions are not subject to this ramp-up schedule and are payable at the rate stated in Exhibit A on all monthly revenue.

SERVICEMASTER CLEAN/RESTORE SPE LLC

By: _____

Title: _____

FRANCHISEE:

BY: _____
(Signature of owners, partners or duly authorized officer - title)

BY: _____
(Signature of owners, partners or duly authorized officer - title)

BY: _____
(Signature of owners, partners or duly authorized officer - title)

Exhibit K to the FDD

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

State	Effective Date
California	Pending
Hawaii	June 30, 2025, as amended *Pending*
Illinois	June 4, 2025
Indiana	June 16, 2025, as amended on October 1, 2025
Maryland	Pending
Michigan	June 4, 2025
Minnesota	July 11, 2025, as amended *Pending*
New York	Pending
North Dakota	June 18, 2025, as amended *Pending*
Rhode Island	June 4, 2025, as amended *Pending*
South Dakota	June 20, 2025
Virginia	Pending
Washington	Pending
Wisconsin	June 20, 2025, as amended on October 1, 2025

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.

Item 23:
Receipt

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If ServiceMaster Clean/Restore SPE LLC ~~d/b/a ServiceMaster Clean, d/b/a ServiceMaster Restore, and d/b/a ServiceMaster Recovery Management~~ offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, ServiceMaster or an affiliate in connection with the proposed franchise sales or sooner if required by applicable state law.

New York and Iowa require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (14 days for Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If ServiceMaster Clean/Restore SPE LLC ~~d/b/a ServiceMaster Clean, d/b/a ServiceMaster Restore, and d/b/a ServiceMaster Recovery Management~~ 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency list in Exhibit C.

The franchise seller(s) for this offering is (are):

( ) Ender Cobo ( ) Amber James ( ) Charles Kowanetz ( ) ~~_____~~ Jeff Todd
( ) _____ ( ) _____ ( ) _____ ( ) _____

at ServiceMaster Clean/Restore SPE LLC, One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328; Phone 800-756-5656.

See Exhibit C for our agent for service of process in your state.

Issuance Date: June 4, 2025, as amended on September 26, 2025

I have received a ~~Franchise~~ Disclosure Document with an issuance date of June 4, 2025, as amended on September 26, 2025. This Disclosure Document includes the following Exhibits:

A. Franchise Agreement and Related Agreements
B. Financial Statements and Guaranty
C. State Agencies and Agents for Service of Process
D. List of Franchisees
E. List of Former Franchisees
F. State Addenda to Disclosure Document and to Franchise Agreement (where applicable)
G. Software License Agreements
H. Manual Table of Contents
I. Construction Services Amendment
J. Conversion Ramp-up Amendments
K. State Effective Dates and FDD Receipts

_____

Signature Print Name Date

_____

Signature Print Name Date

(*Please retain this copy for your files)*

Item 23:

Receipt

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K. State Effective Dates and FDD Receipts

_____

Signature Print Name Date

_____

Signature Print Name Date

(Please return this copy to ServiceMaster)