

Provision	Section in Agreement	Summary
		days' prior written notice, continuing liability of existing franchise owners, endorsement or appropriate legend on any stock certificates, execution of a guarantee of performance and non-competition agreements satisfactory to us, and approval of Stanley Steemer. It does not require payment of a transfer fee.
n. Franchisor's right of first refusal to acquire franchisee's business	FA, Article XII, Sections D.5-7; Article XV, Section A.9	During the term of your Franchise Agreement, we have thirty (30) days to match any bona fide offer in writing. We may substitute cash for any non-cash component of the offer. We may elect to exercise our right of first refusal only for the assets of the Stanley Steemer Business, excluding related-party leases, personal service agreements, and other obligations included in the offer; if we exercise a partial right, the purchase price will be allocated by agreement or, if the parties cannot agree within ten (10) days, by an independent certified business appraiser. Any modification, amendment, or material change to the bona fide offer will be considered a new offer that re-triggers our right of first refusal. Upon termination or expiration of your Franchise Agreement, we also have a right of first refusal to purchase any Stanley Steemer Cleaning Platform(s) and Service Vehicle(s), without any obligation to purchase the remainder of your Stanley Steemer Business
o. Franchisor's option to purchase franchisee's business	Not applicable.	Not applicable.
p. Death or disability of franchisee	FA, Article XII, Section C.	<p>In the event of your death or disability, your authorized representative may assign the Franchise Agreement and franchised business to a new operator if the operator meets our qualifications.</p> <p>If the new operator, including your heirs, do not qualify, the estate must sell to a qualified buyer within eighteen (18) months of the date of death; we may grant a single extension of up to six (6) months upon written request.</p>
q. Noncompetition covenants during the term of the franchise	FA, Article VII, Section F	<p><del>You</del> <u>Subject to applicable state law, you</u> (or any owner, officer, director, or manager holding at least ten percent (10%) ownership or their respective spouses and/or entities under their control) may not, directly or indirectly, own, operate, manage, be employed by, advise, or have any financial interest in any business offering cleaning, restoration, mitigation, or related services that are the same as or substantially similar to any services offered as part of the Stanley Steemer System. You may not become a franchisee of any competing system or divert any customer to a competitor. <u>Subject to applicable state law.</u></p>

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<p>r. Non-competition covenants after the franchise is terminated or expires</p>	<p>FA, Article XV, Section A.12</p>	<p><del>For</del> <u>Subject to applicable state law</u>, for two years after termination or expiration of the Franchise Agreement, you (or any other owner, officer, director, or manager holding at least ten percent (10%) ownership interests in the franchisee entity, or any of their respective spouses and/or entities under their control) may not—without our prior written consent—directly or indirectly in the Franchised Area: (a) engage in any cleaning, restoration, mitigation, or related business that competes with Stanley Steemer Businesses ((a two percent (2%) passive investment exception applies for publicly traded companies); b) solicit, divert, or accept business from any person who was your customer during the final twenty-four (24) months of the term, regardless of location; or (c) interfere with the relationship between us (or any Stanley Steemer franchisee) and any vendor, supplier, or service provider. If you violate the non-compete, the two-year period will be extended by the duration of the violation. <u>Subject to applicable state law</u>.</p>
<p>s. Modification of the agreement</p>	<p>FA, Article XVIII, Sections B and E</p>	<p>The Franchise Agreement may not be modified unless the modification is in writing and signed by both parties (including by electronic signature). We have the right to modify the Brand Standards and our Manuals in our sole discretion, and you must comply with all modifications.</p>
<p>t. Integration - merger clause</p>	<p>FA, Article XVIII, Section E.</p>	<p>Subject to applicable state law, the Franchise Agreement and ancillary agreements signed by you and us, including the Technology Systems Access Agreement (“TSAA”), are the entire agreement between us and you. Any prior negotiations, representations, warranties, agreements or promises outside of the agreements and the franchise disclosure document that we provided to you are not binding on you or us or enforceable. However, nothing in the Franchise Agreement, the ancillary agreements and the TSAA, is intended to disclaim the representations made in the franchise disclosure document that we furnished to you (See State Addenda).</p>
<p>u. Dispute resolution by arbitration or mediation</p>	<p>FA, Article XVI</p>	<p>With limited exceptions, all disputes must be resolved through a three-step process: negotiation, mediation, and arbitration, typically held in Columbus, Ohio. The prevailing party may recover its attorneys’ fees, accounting fees, and related expenses. We may seek replevin or similar orders to return products and inventory to us; injunctions to enforce our rights in the Stanley Steemer Trademarks, Brand Standards, Integrated Technology Systems, Confidential Information, and post-termination obligations. We may also pursue other equitable relief. We may also seek enforcement (without arbitration) for promissory notes in federal or state courts. See</p>