

# FRANCHISE DISCLOSURE DOCUMENT

**TeamLogic, Inc. LLC**

A ~~California Corporation~~ Delaware limited liability company

26722 Plaza, Mission Viejo, California 92691

(949) 582-6300

[franchise@TeamLogicIT.com](mailto:franchise@TeamLogicIT.com)

[www.TeamLogicIT.com](http://www.TeamLogicIT.com)



As a TeamLogic IT® franchisee you will independently own and operate an information technology business providing outsourced IT managed services targeted to small and medium-sized businesses via qualified technicians.

The total investment necessary to begin operation of a TeamLogic IT® franchised business is from \$109,490,701 to \$144,742,953. This includes \$40,000 to \$49,500 that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Development Department at 26722 Plaza, Mission Viejo, California 92691, (949) 582-6300.

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

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

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

**STATE COVER PAGE**

**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:

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

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## 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 I.

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 arbitration and/or litigation only in California. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in California than in your own state.
2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement, even if your spouse has no ownership interest in the franchise. This Guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.
3. **Sales Performance Requirements**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.
4. **Mandatory Minimum Payments**. You must make minimum royalty, advertising, and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

**TEAMLOGIC, ~~INC.~~LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**

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**ITEM 1.**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

To simplify the language of this disclosure document, “TeamLogic”, “we,” or “us”, means TeamLogic, ~~Inc.-LLC~~, the franchisor. “You” means the person who acquires the TeamLogic IT® franchise, and each equity owner of the franchisee entity. If you are a corporation, limited liability company (“LLC”) or other legal entity, “you” includes each of your owners, who will sign as a party and will also sign a Guarantee of the Franchise Agreement.

TeamLogic, ~~Inc.~~ (“~~TeamLogic~~”) ~~was~~ incorporated on September 1, 2004 in ~~the State of California as a corporation. On February 18, 2026, TeamLogic converted to a California limited liability company. On March 13, 2026, TeamLogic formed a Delaware limited liability company, and the California limited liability company merged with and into the Delaware limited liability company, with the Delaware limited liability company as the surviving entity.~~ TeamLogic’s ~~has its~~ principal place of business ~~at~~ 26722 Plaza, Mission Viejo, California 92691. TeamLogic began offering franchises for computer consultation, maintenance, and proactive IT managed services in January 2005. It has not conducted business in, ~~or offered franchises for,~~ any other line of business ~~or offered franchises in any other line of business.~~ TeamLogic does not operate businesses of the type being franchised. As of December 31, 2024~~5~~, there were ~~311344~~ TeamLogic IT® franchised Businesses located in the United States, including Canada and Puerto Rico.

TeamLogic has no predecessors. It is 100% owned by its parent company, Franchise Services, LLC, a California limited liability company (formerly Franchise Services, Inc., a California corporation) (“Franchise Services”). On March 3, 2026, Franchise Services converted to a California limited liability company, also located and its principal place of business is at 26722 Plaza, Mission Viejo, California 92691. Franchise Services, ~~Inc.~~, established in 1996 as a service company, owns, operates, and manages a variety of well-known international franchise brands and other companies. Franchise Services, ~~Inc.~~ is a wholly owned subsidiary of KOAH, Inc., a Delaware corporation (“KOAH”).

TeamLogic has no direct affiliates, however its parent, Franchise Services, ~~Inc.~~ owns, operates, and manages the following companies:

Sir Speedy, LLC, a California limited liability company (formerly Sir Speedy, Inc., a California corporation) (“Sir Speedy”). On February 18, 2026, Sir Speedy converted to a California limited liability company, and its principal place of business is 26722 Plaza, Mission Viejo, ~~CA~~California 92691, ~~which Sir Speedy~~ has franchised printing, marketing and sign centers since 1968, and has ~~429119~~ centers as of December 31, 2024~~5~~;

Postal Instant Press, LLC, a California limited liability company (formerly Postal Instant Press, Inc., a California corporation) (“PIP”). On February 18, 2026, PIP converted to a California limited liability company, and its principal place of business is 26722 Plaza, Mission Viejo, ~~CA~~California 92691, ~~which PIP~~ has franchised printing, marketing and sign centers since 1968, and has ~~5250~~ centers as of December 31, 2024~~5~~;

Signal Graphics, LLC, a California limited liability company (formerly Signal Graphics, Inc., a California corporation) (“Signal Graphics”). On February 18, 2026, Signal Graphics converted to a California limited liability company, and its principal place of business is 26722 Plaza, Mission Viejo, ~~CA~~California 92691, ~~which Signal Graphics~~ has franchised printing, marketing and sign centers since April 11, 2000, and has 4 centers as of December 31, 2024~~5~~; and

Summit Marketing Communications, LLC, a California limited liability company (formerly Summit Marketing Communications, Inc., a California corporation) (“Summit”). On February 18, 2026, Summit converted to a California limited liability company, and its principal place of business is 26722 Plaza, Mission Viejo, ~~CA~~California 92691, ~~which Summit~~ provides advertising and media services to all Franchise Services, ~~Inc.~~ affiliates.

None of these franchise companies has offered franchises in any other lines of business. Except as stated above, none of these affiliates provide any products and services to the TeamLogic franchises. Except as stated above, neither TeamLogic, nor any of its affiliates own or operate any TeamLogic IT<sup>®</sup> Businesses.



## DESCRIPTION OF FRANCHISES

Our TeamLogic IT<sup>®</sup> Franchise (also referred to as “Business”) is a license to independently own and operate an information technology business providing outsourced IT managed services targeted to small and medium-sized businesses via onsite qualified technicians. You will offer a list of required Core Services that are outlined in the Franchise Agreement. Additional Non-Core Services can also be offered at your option, with appropriately trained, onsite qualified technicians. You will proactively work with your clients to help determine if they have the correct IT equipment to properly meet their current and future needs, and will partner with your clients on a reactive basis to help them repair their IT equipment and services when the systems fail. You will offer TeamLogic IT<sup>®</sup> Managed Services to clients which will remotely monitor and manage servers and desktops to help to prevent problems, allow for local and remote back-up, and provide performance reports of the client’s system.

### CORE SERVICES

The Core Services that you will offer include:

- ° On-Site
- ° Remote
  - i. TeamLogic IT<sup>®</sup> Managed Services providing remote monitoring, management and support (Network Operations Center or NOC) Computer Systems Assessment
  - ii. Troubleshooting and Repair
  - iii. Installation of Systems, Hardware and Software
  - iv. Data Backup System Installation and Maintenance
- ° Local
- ° Remote/On-line
  - v. Data Recovery/Business Continuity
  - vi. IT Security
  - vii. Cloud Services
  - ~~vii.~~viii. Artificial Intelligence
  - ~~viii.~~ix. Mobility Solutions
  - ~~ix.~~x. E-mail Solutions
  - ~~x.~~xi. Telephony solutions
  - ~~xi.~~xii. Voice, Data, and Connectivity Solutions
  - ~~xii.~~xiii. End-user support (Help Desk)
  - ~~xiii.~~xiv. IT Consulting/IT Projects/Strategic Advice
  - ~~xiv.~~xv. Business Application Support

You will face competition from other computer repair businesses, and managed services providers including other franchised or non-franchised national chains as well as independent computer repair and managed services businesses. The computer services market is highly developed in many states.

We utilize franchising as our business strategy for expansion in the United States. We grant franchises with care to individuals we believe are qualified financially, have acquired the business acumen to handle running one's own business, have the personality traits most desirable to follow the TeamLogic IT® System to enhance the brand, and have a desire for success.

You will need to obtain the proper business license(s) from the proper licensing agencies. In addition, you may also be subject to federal, state, and local laws, regulations and ordinances generally applicable to new, start-up businesses, and the continuing operation of your business. These laws may include the Health Insurance Portability and Accountability Act (HIPAA) and privacy laws. We urge you to investigate the laws, regulations, and ordinances applicable to your Business in your state.

See Exhibit "B" for our Agents for Service of Process.

## **ITEM 2. BUSINESS EXPERIENCE**

### **CHAIRMAN AND DIRECTOR: DON F. LOWE**

Don Lowe serves as Chairman since January 2025 of TeamLogic, ~~Inc.~~LLC, in Mission Viejo, California and is a Director of the company since its inception from September 2004 to present. Mr. Lowe also serves as Chairman of Franchise Services, ~~Inc.~~LLC (parent of TeamLogic IT) in Mission Viejo, California since January 2025 and was the Chief Executive Officer of Franchise Services, ~~Inc.~~LLC since its inception from August 1996 to January 2025, and serves as a director from August 1996 to present. Mr. Lowe also serves as Chairman of Sir Speedy, ~~Inc.~~LLC (affiliate of TeamLogic IT) in Mission Viejo, California since January 2025, was the Chief Executive Officer of Sir Speedy, ~~Inc.~~LLC since April 1981 to January 2025, and a Director of Sir Speedy, ~~Inc.~~LLC since April 1981 to present.

### **CHIEF EXECUTIVE OFFICER AND DIRECTOR: RICHARD LOWE**

Richard Lowe serves as Chief Executive Officer since January 2025 and as a Director of TeamLogic, ~~Inc.~~LLC, in Mission Viejo, California since its inception in September 2004 to present. Mr. Lowe was also appointed Chief Executive Officer of its parent company, Franchise Services, ~~Inc.~~LLC, in Mission Viejo, California since January 2025 and has served as its President and Director since August 1996 to present. He also serves as Chief Executive Officer of Sir Speedy, ~~Inc.~~LLC in Mission Viejo, California since January 2025 and has served as Director and President of Sir Speedy, ~~Inc.~~LLC since May 1, 2006 to present.

### **PRESIDENT AND DIRECTOR: DAN SHAPERO**

Dan Shapero joined TeamLogic, ~~Inc.~~LLC, in Mission Viejo, California on February 19, 2018, and serves as President and Director to present.

### **SECRETARY, CHIEF FINANCIAL OFFICER AND DIRECTOR: THOMAS MULLER**

Thomas Muller joined TeamLogic, ~~Inc.~~LLC, in Mission Viejo, California on October 31, 2022, and serves as Secretary, Chief Financial Officer and Director. From October 2020 to January 2022, Mr. Muller served as Director of Finance for Tri Star Sports & Entertainment Group in West Hollywood, California, and served as a Corporate Finance Consultant (CFO/Director/Manager Level) in Westlake Village, California.

### **EXECUTIVE VICE PRESIDENT, CHIEF MARKETING OFFICER AND DIRECTOR: DAVID ROBIDOUX**

David Robidoux was appointed Executive Vice President of TeamLogic, ~~Inc.~~LLC, in Mission Viejo, California since January 1, 2024. Mr. Robidoux also serves as a Director of TeamLogic, ~~Inc.~~LLC since October 2022. He also serves as Chief Marketing Officer of the company and Chief Marketing Officer of Franchise Services, ~~Inc.~~LLC, in Mission Viejo, California, both since January 2018 to present.

**SENIOR VICE PRESIDENT OF FRANCHISE SUPPORT AND TRAINING: LEE DYE, CFE**

Lee Dye was appointed Senior Vice President of Franchise Support and Training of TeamLogic, ~~Ine.LLC~~, in Mission Viejo, California since January 1, 2024 to present. From February 2018 to January 2024, Mr. Dye was appointed Vice President of Franchise Support and Training of TeamLogic, ~~Ine.LLC~~

**VICE PRESIDENT OF MARKETING: DENISE DENTON**

Denise Denton was appointed Vice President of Marketing since January 2018 for TeamLogic, ~~Ine.LLC~~, in Mission Viejo, California.

**VICE PRESIDENT OF FRANCHISE DEVELOPMENT: PATRICK SPAAN**

Patrick Spaan was appointed Vice President of Franchise Development since January 2025 for TeamLogic, ~~Ine.LLC~~, in Mission Viejo, California. Previously, from June 2014 to January 2025, he was Director of Franchise Development of TeamLogic, ~~Ine.LLC~~

**VICE PRESIDENT OF TECHNOLOGY AND MANAGED SERVICES: GARY TOUSSEAU**

Gary Tousseau was appointed Vice President of Technology and Managed Services for TeamLogic, ~~Ine.LLC~~ in Mission Viejo, California since January 2025. Formerly, he was the Assistant Vice President of Technology and Managed Services from May 1, 2024 to January 2025 of TeamLogic, ~~Ine.LLC~~ From February 2023 to April 2024, Mr. Tousseau was Director of Technology and Managed Services of the company. Mr. Tousseau has served as National Manager from October 2021 to February 2023 and Manager of Acquisitions from October 2015 to October 2021 for All Covered, a division of Konica Minolta Business Solutions USA in Ramsey, New Jersey.

**VICE PRESIDENT OF STRATEGY: SHAWN EFTINK**

Shawn Eftink was appointed Vice President of Strategy for TeamLogic, ~~Ine.LLC~~, in Mission Viejo, California since October 14, 2024. From March 2022 to August 2024, Mr. Eftink was Director of Managed Security Services for ePlus inc., in Herndon, Virginia. Previously, from March 2021 to March 2022, he was Senior Director of Emerging Technologies and Trends-Security for Gartner in Stamford, Connecticut. Prior to that from July 2016 to March 2021, Mr. Eftink was Product Manager – Managed Services for CSI in Paducah, Kentucky.

~~**ASSISTANT VICE PRESIDENT OF BUSINESS MANAGEMENT OPERATIONS: BENJAMIN PURCELL, CFE**~~

~~Benjamin Purcell was appointed Vice President of Business Operations on January 1, 2026 for TeamLogic, LLC, in Mission Viejo, California. Previously, Mr. Purcell served as Assistant Vice President of Business Management for TeamLogic, LLC in from October 2022 to December 2025 for TeamLogic Inc., in Mission Viejo, California. Previously, from July 2016 to October 2021, Mr. Purcell was a Business Management Consultant of TeamLogic, Inc. servicing franchisees in the strategies and tactics of sales, operations and marketing. Mr. Purcell served as Director of Business Management from October 2021 to October 2022 and Business Management Consultant from 2016 to October 2021 of TeamLogic, LLC~~

~~**ASSISTANT VICE PRESIDENT OF SALES ENABLEMENT: ALISA KUNZ**~~

~~Alisa Kunz was appointed Vice President of Sales Enablement on January 1, 2026 for TeamLogic, LLC, in Mission Viejo, California. Previously, Ms. Kunz served as Assistant Vice President of Sales Enablement for TeamLogic, Ine.LLC, in Mission Viejo, California since from October 2022 to December 2025. Previously, fFrom June 2014 to October 2022, Ms. Kunz was the Director of Sales Enablement of TeamLogic, ~~Ine.LLC~~~~

~~**DIRECTOR OF VENDOR MANAGEMENT: LIZETTE SANCHEZ**~~

~~Lizette Sanchez joined TeamLogic, Inc., in Mission Viejo, California on January 3, 2022 and was appointed Director of Vendor Management. Previously, from October 2017 to July 2021 Ms. Sanchez~~

served as a Southern California and Hawaii Corporate Account Manager for CDW in Vernon Hills, Illinois.

**VICE PRESIDENT OF INFORMATION TECHNOLOGY: EDWARD MENDOZA**

Edward Mendoza was appointed Vice President of Information Technology on January 1, 2026 for Franchise Services, LLC (parent company of TeamLogic, LLC), in Mission Viejo, California. Previously, Mr. Mendoza served as Director of Information Technology for Franchise Services, LLC from August 2006 to December 2025.

**DIRECTOR OF BUSINESS SUPPORT: LARRY MILLER**

Larry Miller was appointed Director of Business Support on January 1, 2026 for TeamLogic, LLC, in Mission Viejo, California. Previously, Mr. Miller served as Business Support Manager for TeamLogic, LLC from May 2018 to December 2025.

**DIRECTOR OF MANAGED SERVICES & TECHNOLOGY: GABRIEL CHACON**

Gabriel Chacon was appointed Director of Managed Services on July 15, 2024 for TeamLogic, LLC, in Mission Viejo, California. Previously, Mr. Chacon served as Senior Account & Service Delivery Manager for Helixstorm IT Managed Services in Temecula, California from 2022 to 2024. Mr. Chacon served as Strategic Account Manager for All Covered/Konica in Anaheim, California, from 2019 to 2022.

**DIRECTOR OF MANAGED SERVICES & TECHNOLOGY: JOE PONTIUS**

Joe Pontius joined TeamLogic, LLC, in Mission Viejo, California on December 8, 2025 and was appointed Director of Managed Services & Technology. Previously, from October 2020 to December 2025 Mr. Pontius served as Practice Director Enterprise Technology for OSI Digital in Irvine, California.

**DIRECTOR OF SALES ENABLEMENT: JOE ALOI**

Joe Aloï was appointed Director of Sales Enablement for TeamLogic, LLC, in Mission Viejo, California, from January 2021 to present.

**DIRECTOR OF SALES ENABLEMENT: TAYLOR REESE**

Taylor Reese joined TeamLogic, LLC, in Mission Viejo, California on December 8, 2025 and was appointed Director of Sales Enablement. Previously, from October 2021 to November 2025, Mr. Reese served as Customer Success Manager for All Covered LLC in Ramsey, New Jersey.

**DIRECTOR OF VENDOR MANAGEMENT: JOHN TERRY**

John Terry was appointed Director of Vendor Management for TeamLogic, LLC, in Mission Viejo, California, since March 2, 2026. Previously, Mr. Terry served as an Account Executive for KME Systems in Irvine, California, from June 2025 to February 2026. Prior to that, Mr. Terry was the Principle Development Business Partner for GTT Communications in Arlington, Virginia, from 2021 to February 2025.

**ITEM 3.  
LITIGATION**

On January 11, 2024, TeamLogic, ~~Ine-LLC~~ (Teamlogic) and the California Commissioner of Financial Protection and Innovation entered into a Consent Order providing that, between December 2017 and February 2023, TeamLogic sold four (4) franchises procured through Franchise Brokers which TeamLogic did not have Salesperson disclosures on file with the Department of Financial Protection and Innovation, and as a result violated California Corporations Code Section 31210 in four (4) occasions. Teamlogic agreed to cease and refrain from violating Corporations Code section 31210 and from any violations of the Franchise Investment Law, and to pay an administrative penalty of \$8,000.00 which it paid on January 16, 2024.

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

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**ITEM 4.  
BANKRUPTCY**

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

**ITEM 5.  
INITIAL FEES**

Concurrently with the execution of this Agreement, Franchisee shall pay to Franchisor a non-refundable Initial Franchise Fee in the amount of \$49,500. If Franchisee qualifies for a Vet ★ Fran discount, the Initial Franchise Fee is \$40,000. For multiple franchise purchases, the Initial Franchise Fee is \$49,500, unless the multiple franchise will belong to a veteran in which the Franchise Fee would be \$40,000. For a conversion franchise, the Initial Franchise Fee is \$49,500.

The Initial Franchise Fee covers all training expenses for up to 2 people to attend Initial Training, transportation, 1 hotel room (with double occupancy), and some meals. The Initial Franchise Fee is fully earned by us and is non-refundable, unless you do not satisfactorily complete the Initial Training, in which case, we will refund your Franchise Fee less our direct costs associated with this Franchise, refund may range between \$2,500 to \$38,000.

You may purchase additional TeamLogic IT<sup>®</sup> Franchises for the Initial Franchise Fee of \$49,500. You must not have been in default of your existing franchise agreement, meet then current revenue requirements and operating standards, obtain our prior written approval, and sign a new, then current Franchise Agreement for an additional TeamLogic IT<sup>®</sup> franchise. You must change the term of any pre-existing Franchise Agreements to be coterminous with your new Franchise Agreement for the additional TeamLogic IT<sup>®</sup> franchise. This means that your current Franchise Agreement(s) and your new Franchise Agreement will have the same starting date and expiration date. Using our experience and in keeping the best interests of TeamLogic, ~~Ine-LLC~~ in mind, you must demonstrate to our satisfaction that you meet our managerial and business standards and possess good moral character and business experience.

If you are converting an existing independent information technology business into a TeamLogic IT<sup>®</sup> franchise, your Initial Franchise Fee is \$49,500, and you must sign the Conversion Addendum in Exhibit “G” and the then current Franchise Agreement.

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**ITEM 6.  
OTHER FEES \***

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
CONTINUING FRANCHISE FEES (CFE) (1)(3)(89)	7% of Gross Sales starting the day you open. Beginning with the 13 <sup>th</sup> month, you pay the greater of 7% of Gross Sales or the monthly minimum of \$1,000 a month until the end of the term of the contract. (1)	Monthly; collected electronically by us (78)	Subject to monthly minimums on Continuing Franchise Fees (1)
ADVERTISING FUND (2)(3)	There are no Advertising Fund Fees due in the first 12 months. For the remainder of the contract, the greater of 1.2% of gross sales or \$200 per month is due and payable to the TeamLogic IT <sup>®</sup> advertising Fund.	Monthly; collected electronically by us (78)	
ADVERTISING COOPERATIVE ASSOCIATION FEE (SEE ITEM 11)	Ranges from \$0-\$500 monthly. Determined by local Advertising Cooperative Association (“ACA”). Optional	Defined by ACA	We don’t currently have an ACA today, but may in the future
TeamLogic IT <sup>®</sup> MANAGED SERVICES FEES FOR RMM (+) (Remote Monitoring Management tool) (34)	RMM fees range from \$6 down to \$3 per agent, per month, depending on volume level, subject to change	Monthly; collected electronically by us (78)	You must maintain TeamLogic IT <sup>®</sup> managed services, specifically, RMM agents on at least 3 computers in your Business
ADDITIONAL TRAINING FEE (45)	Currently \$1,000 per person, subject to change	At time of additional training	Payable if more than 2 people attend Initial Training; you must also pay travel, hotel, and meals for additional trainee(s)
MULTI-FACTOR AUTHENTICATION TOOL	\$0-\$30/month	Monthly; paid to various vendors	MFA is a multi-step account login process that requires users to enter more information than just a password

SOFTWARE & TECHNOLOGY FEES <sup>(910)</sup>	PSA Tools \$175-\$225 Anti-Virus Security \$1-\$2 Office Productivity Suite \$35 Email Service Fee \$ <del>24</del> 25 per user QuickBooks Online \$100-\$150 <del>Process Automation Workflow \$150</del> <del>CRM Software \$300</del> <u>Licensed &amp; Approved LLM \$60</u>	Monthly; <del>is</del> collected electronically <u>by us</u> <sup>(8)</sup>	Payable to us and other vendors; tools are utilized to remotely access your clients' network
TRANSFER FEE <sup>(56)</sup>	\$10,000	Before consummation of transfer	Payable when you sell your franchise. There is no charge if transferred to a member of Franchisee's immediate family who has actively participated in the operations of the Business. You must also sign a Transfer Release Agreement in the form of Exhibit H to your Disclosure Document
AUDIT FEE <sup>(67)</sup>	Cost of audit \$0-\$3,500	Upon demand	You must pay only if audit shows an understatement greater than 2% of Gross Sales for any 2-month period
LATE PAYMENT INTEREST	10% interest per year or highest interest rate the law allows	As incurred	Payable on all fees or assessments that are more than 5 days late
LATE FEE	\$250 plus interest on the unpaid amount at a rate equal to 1.5% per month or the highest commercial contract interest rate the law allows	On demand	We may charge a late fee if you fail to make a required payment when due
FAILURE TO REPORT SALES <sup>(3)</sup>	\$250 per week	On demand	We may charge this fee if you fail to report your <del>monthly</del> Gross Sales when due
INSUFFICIENT FUNDS FEE	\$250	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account and your bank does not honor any EFT

COSTS OF COLLECTION	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us
RENEWAL FEE	\$2,000	When you sign the renewal Franchise Agreement. Upon renewal	You are qualified for renewal if you are in full compliance with your operating requirements, all fees are paid and you are not in breach of any term of your Franchise Agreement
CUSTOM DOMAIN NAMES	\$0-\$40/year	As appropriate	Payable to us; these domain names are owned by us and must be approved by us
MARKETING <sup>(+011)</sup>	\$2,500 (not including Ad Fund fees)	Monthly; paid to various vendors	You are required to spend a minimum of \$2,500 monthly for local marketing for the entire contract, not including Ad Fund fees. Paid to various vendors

\* Except where otherwise specified, we impose all the fees in this table uniformly, and they are not refundable.

Notes:

- (1) The Continuing Franchise Fees (CFF) are 7% of Gross Sales and are collected electronically. There are no monthly minimums for the first twelve (12) months. Starting with sales from month thirteen (13), the monthly minimum will be \$1,000 a month until the end of the term of the contract. All fees are payable to us and are non-refundable. The term "Gross Sales" includes all ~~sales by your Business for all services and installation of hardware and software, including buyouts, whether for cash, check, credit, financed, leased or barter, without deduction for failure to collect. Gross Sales includes all Core and Non-Core Services sold. Gross Sales does not include revenue from the sale of Products, nor any sales or use taxes, amounts billed or received by the Business for all Services, including Core Services, Non-Core Services, Managed Services, project services, labor charges, and fees related to the installation, configuration, maintenance, or management of hardware or software, including buyouts, whether for cash, check, credit, financing, lease, or barter, and without deduction for uncollectible accounts or failure to collect. Gross Sales expressly exclude revenue derived solely from the sale or resale of Products, including hardware or software transferred to a customer through a one-time purchase, and any sales, use, or similar taxes collected, unless such hardware or software is provided, licensed, hosted, or bundled as part of a Service, in which case the related revenue is included in Gross Sales. For avoidance of doubt, classification of revenue as a Service or Product shall be determined in accordance with the Operations Manual and the Franchisor's then-current chart of accounts.~~
- (2) Minimum Advertising Fund Fees. There are no Advertising Fund Fees due in the first 12 months. For the remainder of the contract, the greater of 1.2% of gross sales or \$200 per month is due and payable to the TeamLogic IT<sup>®</sup> advertising fund. You must also spend an additional minimum of \$2,500 a month for local marketing for the length of the contract.
- (3) If Franchisee fails to report all monthly sales, Franchisor shall have the authority to determine the estimated amount of unpaid Continuing Franchise Fees based on previous month's sales submitted by Franchisee or any other information where Franchisee has failed to submit the required reports as provided herein and Franchisee shall pay such estimated amount. However, Franchisee shall also be liable for the actual amount owed, plus interest thereon if the actual amount exceeds the estimated amount. Should a collection agency be retained by Franchisor to enforce collection of fees owed, Franchisee shall be responsible for all collection agency fees and adhere to our collection policies.
- ~~(2)~~
- (3)(4) Fees for the TeamLogic IT<sup>®</sup> Managed Services Remote Monitoring and Management Software agents (RMM agents) are based on volume level and must be purchased from and are payable to us. You are required to install and maintain internal TeamLogic IT<sup>®</sup> Managed Services for a minimum of 3 RMM agents in your Business and pay the associated fees. We collect the TeamLogic IT<sup>®</sup> fees electronically on a monthly basis (on the last business day of the month) for all TeamLogic IT<sup>®</sup> Managed Services' RMM agents in place at the end of the prior month, without deduction for failure to collect from your client. If you want to use or sell any equivalent or subset of remote monitoring and management software, you are required to obtain our prior written approval and we may require you to purchase the equivalent or subset tool from us.
- (4)(5) The additional training fee applies to additional people sent to training by you over and above the 2 provided for in your Franchise Agreement. Currently, the additional training fee is \$1,000 per person.
- (5)(6) If you transfer your Franchise, the transfer fee will be the current transfer fee charged in the year you seek to transfer your Franchise. Currently, the transfer fee is \$10,000.
- (6)(7) An audit may cost anywhere from \$0 to \$3,500 depending on the scope of the audit. You are also responsible for Continuing Franchise Fees, Advertising Fees and Managed Services fees on all under-reported sales.
- (7)(8) The Franchise Agreement authorizes us to debit your bank account for Continuing Franchise Fees, Advertising Fees, TeamLogic IT<sup>®</sup> Managed Services fees, and other fees due.
- (8)(9) Continuing Franchise Fees for an independent computer service business converting to a TeamLogic IT<sup>®</sup> Business are waived on an average of the existing Gross Sales for the first 12 months. You are responsible for the TeamLogic IT<sup>®</sup> Managed Services Fees and Advertising Fees.

~~(9)~~(10) The Software and Technology Fees, which are subject to change, are required to obtain various software programs, and a portion of the fees are payable to us. The Professional Services Automation software fees described in item 11 are payable to us. Third parties develop all software. We currently do not develop or license our own proprietary software to you but may do so in the future. In order to gather and maintain systemwide financial data you will purchase QuickBooks Online with approved chart of accounts. We do not make any warranties or guaranties upon which you may rely, and assume no liability or obligation to you for any third-party software. The various software vendors may change from time to time.

~~(10)~~(11) Minimum Advertising Fund Fees. There are no Advertising Fund Fees due in the first 12 months. For the remainder of the contract, the greater of 1.2% of gross sales or \$200 per month is due and payable to the TeamLogic IT<sup>®</sup> advertising fund. You must also spend an additional minimum of \$2,500 a month for local marketing (including LoyaltyLoop) for the length of the contract.

**ITEM 7.  
ESTIMATED INITIAL INVESTMENT\***

<b>YOUR ESTIMATED INITIAL INVESTMENT*</b>				
TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
INITIAL FRANCHISE FEE (1)	\$40,000 to \$49,500	Lump sum	Upon execution of the Franchise Agreement	Us
HELP DESK SERVICE FEE	\$1,200 (subject to change by vendor)	One-time set up/on-boarding fee; monthly	One time set-up fee if no lapse in use	Pay Vendor Directly
VEHICLE LEASE AND GRAPHICS (2)	\$0 to \$450 (lease)/ \$100 to \$3,000 (graphics)	Lease Payment/ Lump sum	As agreed	Approved outside vendor; may increase as costs increase
INITIAL EQUIPMENT (3)	\$6,750 to \$10,600	Lump sum	Prior to opening for business	Various outside Suppliers
REAL ESTATE LEASEHOLD IMPROVEMENTS (4) MONTHLY RENT	\$900 to \$1,900	As incurred	As agreed	Lessor
ADDITIONAL FUNDS (5) 10 to 12 months	\$60, <del>540-751</del> to \$78, <del>092303</del>	As incurred	As agreed	Various
<b>TOTAL INITIAL INVESTMENT (6)</b>	<b>\$109,<del>490701</del> to \$144,<del>742953</del></b>			

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

Your salaries, draws, or personal living expenses are not included in the above tables. You must have additional sums available (whether in cash, credit or collateral) to cover these expenses. No part of your initial investment in your TeamLogic IT® franchise will be financed directly or indirectly by us.

Notes:

- (1) Initial Franchise Fee. This fee must be paid in full at the time indicated. In order to be eligible to sign the Franchise Agreement, you must provide us with reasonable proof of your financial ability to make the initial investment described above and you must authorize us to conduct a credit check to confirm your financial ability to purchase and develop the franchise. The Initial Franchise Fee is \$49,500; Vet★Fran Discount franchise fee is \$40,000; and the fee for a conversion franchise is \$49,500. The Initial Franchise Fee includes training expenses for two people, including transportation, lodging (one room, double occupancy), and some meals.
- (2) Vehicle. You may, but are not required to, lease a vehicle to be used in the Business. Any leased or personal vehicle used in the Business must be outfitted with, at a minimum, the approved vehicle graphics within 30 days of opening. Any vehicle used in the Business must be maintained in a neat, clean, undamaged and safe condition. All damages must be repaired in a prompt and timely manner.
- (3) Initial Equipment. You must purchase, lease or otherwise have certain hardware and software, and telephone equipment. We estimate this hardware and software package will range in cost from \$6,750 to \$10,600 (refer to Item 11 Computer Requirements), subject to change. The software fees, which are subject to change, are required to obtain various software programs, and a portion of the fees are payable to us. The Professional Services Automation software (Autotask) fees are described in item 11 are payable to us. All software is developed by third parties. We currently do not develop or license our own proprietary software to you but may do so in the future. We do not make any warranties or guaranties upon which you may rely, and assume no liability or obligation to you for any third-party software. The various software vendors may change from time to time. The current equipment configuration is 3 laptops with Internet access and 3 monitors, 3 smartphones, and a telephone system capable of forwarding calls to remote numbers with a voicemail system that can be easily accessed from the field.
- (4) Real Estate Leasehold Improvements. You are required to lease office space for the Business in your territory. The terms of your rent and other lease expenses and improvements will depend on the size, location, condition and desirability of the space.
- (5) Additional Funds. Additional funds is an estimate of the funds needed for initial employee wages, insurance, marketing, dues (including dues for being a member of local community groups such as the Chamber of Commerce), TeamLogic IT® apparel, recruitment, high speed Internet connection, credit card processing, as well as additional operating capital for other variable costs (e.g. rent, utilities and telephone). Additional funds are also an estimate of the monies you will need on hand during the initial phase of the Business operations. We estimate that the amount given will be sufficient for a 10 to 12-months start-up phase. However, actual breakeven timing can vary based on many factors including how well you follow our systems, actual market conditions and demand, fixed costs, etc. Additional funds also include funds needed for initial software and technology tools that will range in cost from \$2,400,311 to \$3,500,711 (such as Anti-Virus Security, Office Productivity Suite, Email Service Fees, QuickBooks Online, etc.).
- (6) Total Initial Investment. These figures are estimates only and it is possible to significantly exceed costs in any of the areas listed. We cannot guarantee that you will not have additional expenses starting the franchise. Your costs will depend upon such factors as how much you follow our methods and procedures; your management experience and skills. The area in which your business is located; local economic conditions; prevailing wage rate; the physical size of a leased location; the amount of any tenant improvements required; and the sales level reached during the initial period. We relied on our 2021 years of experience in the information technology business to compile these estimates and the working capital costs experienced by our franchisees. You should review these figures carefully with a business advisor before making any decision to purchase a Franchise.

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

You must buy or lease certain basic computer hardware and software described in Item 11 to adequately serve your clients' needs. The hardware may be purchased or leased from any source. All software is developed by third parties. We currently do not develop or license our own proprietary software to you but may do so in the future. We do not make any warranties or guaranties upon which you may rely and assume no liability or obligation to you, for any third-party software. The various software vendors may change from time to time.

There are no suppliers in which any of our officers own an interest.

The TeamLogic IT<sup>®</sup> Managed Services solution consists of a variety of integrated services including technology that will proactively monitor the clients' IT infrastructure, help detect problems, and provide remote control access. Additionally, the Network Operations Center (NOC) provides proactive technical support, the Help Desk/Service Desk provides reactive end-user technical support and activity management, and our Business Continuity solutions provide back-up disaster recovery and account management support. Our Managed Services solution provides reports on performance optimization of the clients' systems regardless of whether the clients' technology is premised-based, in the cloud or a combination (hybrid).

TeamLogic IT<sup>®</sup> Managed Services is our branded managed services offering. In order to maintain consistency and integrity of our Managed Services solution, all core remote monitoring and management software agents (RMM agents), within the TeamLogic IT<sup>®</sup> bundle, must be purchased from and are payable to us. Upon prior written approval, software agents can be purchased from an approved supplier we designate. You are also required to utilize a multi-factor authentication tool. The naming configuration/branding assigned to our Managed Services solution has no bearing on the requirement to purchase the software agents from us. If you want to use or sell any equivalent or subset of remote RMM agents, you are required to obtain our prior written approval, and we may require you to purchase the equivalent or subset tool from us. The Professional Services Automation software fees, which are described in Item 11, are also payable to us. Other hardware, software, and computer supplies may be purchased from any supplier.

We currently have general criteria for approving suppliers and, conversely, revoking approval. In determining whether to approve a supplier or revoke approval, we consider the conformity of the supplier's products to our needs, customer service, security, price, quality, and our franchisees' satisfaction with the supplier's product. You may submit names of suppliers whom you would like us to approve. We will then evaluate the supplier and inform you within 90 days whether we have approved or disapproved the supplier. We do not charge you any fee to secure supplier approval. We may in the future negotiate purchase arrangements and price terms with some suppliers for your benefit. We provide you with no material benefits based on your use of designated or approved suppliers, but doing so is one of your obligations under the Franchise Agreement.

Prior to opening and operating the Business, and at all times during the conduct of the Business, Franchisee must have a minimum of one (1) onsite qualified technician that is certified on our RMM tools. The technician has to be certified within 90 days after opening the business, and for the term of the Franchise Agreement. The required purchase of a laptop, smartphones, and 3 software agents should account for less than 2-5% of all purchases and leases in establishing and operating your business on an ongoing basis, depending on the size of your customer base. Any other specifications or standards for

operations are contained in the Brand Standards and Operations Manual, which is periodically updated. You will be notified electronically of any updates and where they can be located.

We derive revenue, rebates or other material consideration based on the required purchases or leases from your purchase of TeamLogic IT<sup>®</sup> Managed Services software from us and your purchase of a portion of the software fees from us. In the year ending December 31, 2024~~5~~, our derived revenue from these purchases was \$~~6,801,000~~7,870,000, approximately 37% of our total revenue of \$~~18,517,000~~21,103,000. There were no affiliates' revenues from the required purchases or leases and sources of information used in computing revenues.

We derive gross margin from your purchase of TeamLogic IT<sup>®</sup> Managed Services software from us and your purchase of a portion of the software fees from us. In the year ending December 31, 2024~~5~~; our gross margin from these purchases were \$~~5,041,000~~5,664,000 approximately 32% of our total gross margin of \$~~15,840,000~~17,976,000.

As an independently owned and operated franchisee, you are responsible for all costs or liabilities arising from the operation of your Outlet, and it is imperative you carry adequate insurance to protect yourself. The currently required minimum coverage and limits of insurance are (i) General Liability at minimum limits of \$1,000,000 per occurrence / \$3,000,000 annual aggregate, (ii) Auto Liability at minimum limits of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles, and (iii) Workers' Compensation to meet the statutory coverage of the state where your Outlet is located. In addition, errors and omission plus cyber security insurance of \$1,000,000 minimum is required. When your revenue exceeds \$1,000,000, the errors and omission plus cyber security insurance required is \$2,000,000. To the extent permissible under law, these insurance requirements may be satisfied with a combination of primary, umbrella and/or excess policies. All insurance policies will name you as named insured and, with the exception of Workers' Compensation, will name us and any of our subsidiaries and affiliates of these companies now existing or which may hereafter exist as additional insureds, including their employees, officers and directors on additional insured endorsement forms. All required insurance must be purchased from insurance companies of good reputation with a rating of "A VII" or better by A. M. Best Company. The costs of premiums will vary based on location of the Outlet and any prior claim history.

All such coverage will be on an occurrence basis, except for errors and omissions plus cyber security which is on a claims-made basis, and will provide for waivers and subrogation. We must be an additional named insured on each -policy of insurance. You must deliver a certificate of insurance evidencing each policy to us within ten (10) days after each policy is issued or renewed annually. Each policy must contain a provision that it cannot be canceled without thirty (30) days' written notice to us.

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**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	ITEM IN DISCLOSURE DOCUMENT
a.	Site selection & acquisition/lease	Sections 5.2, 10.2d	Item 11
b.	Pre-opening purchases/leases	Sections 6.3, 6.8, 6.9, 6.15	Item 8
c.	Site development & other pre-opening requirements in this table	Sections 6.2, 6.3, 6.6, 6.14, 6.16	Items 8 & 11
d.	Initial & ongoing training	Section 6.5	Item 11
e.	Opening	Section 3.6	Item 11
f.	Fees	Section 3	Items 5 & 6
g.	Compliance with standards & policies/Brand Standards and Operations Manual	Sections 6.3, 6.11	Item 11
h.	Trademarks & proprietary information	Sections 2.1, 2.2, 6.18, 8, 10.3, 13	Items 13 & 14
i.	Restrictions on products/services offered	Section 6.1, 6.12	Item 16
j.	Warranty & customer service requirements	Not applicable	Not applicable
k.	Territorial development & sales quotas	Not applicable	Not applicable
l.	Ongoing product/service purchases	Section 6.9, 6.12	Not applicable
m.	Maintenance, appearance & remodeling requirements	Sections 6.3, 6.7	Item 11
n.	Insurance	Section 6.15	Item 7
o.	Advertising	Sections 3.4, 4.2, 6.4	Items 6 & 11
p.	Indemnification	Section 13.a	Not applicable
q.	Owner’s participation/ management/staffing	Section 6.2	Items 11 & 15
r.	Records & reports	Section 6.10, 6.1 <del>3</del> <sup>2</sup> , 6.21	Not applicable
s.	Inspections & audits	Section 6.20	Item 6
t.	Transfer	Section 11	Items 6 & 17
u.	Renewal	Section 7.2	Item 17
v.	Post-termination obligations	Section 10	Item 17
w.	Non-competition covenants	Section 6.17	Item 17
x.	Dispute resolution	Section 12	Item 17

## **ITEM 10. FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation. If you obtain financing from a lender in which funding is provided with the assistance of the SBA, you must execute the Addendum in Exhibit "I."

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

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

### **Pre-Opening Obligations:**

Prior to the opening of your TeamLogic IT<sup>®</sup> Business, we will:

1. Provide you with one copy of our proprietary Brand Standards and Operations Manual consisting of 164 total pages and provide you with updates and changes to the Brand Standards and Operations Manual, which may be provided to you electronically (Franchise Agreement, Sections 4.1(a) and 6.11). This Manual is confidential and remains our property. We may modify, add to, or delete from the manual; the modifications will not alter your status or rights under the Franchise Agreement. The Table of Contents for the Brand Standards and Operations Manual is attached as Exhibit "C."
2. Approve and award you a territory, territory description, ~~and~~ office location and approval of naming convention as described in Item 12 (Franchise Agreement, Section 5);
3. Provide you Initial Training as described in this Item 11 below (Franchise Agreement, Section 4.1 c);
4. Provide you with signage specifications for any TeamLogic IT<sup>®</sup> leased location (Franchise Agreement, Section 4.1 d & 6.8);
5. Provide artwork and guidance for the vehicle signage (Franchise Agreement, Sections 4.1 e & 6.3);
6. Provide you with specifications for the required hardware and software (Franchise Agreement, Section 4.1 f);
7. Provide you with specifications for required software licenses (Franchise Agreement Section 4.1 g);
8. Provide you with access to the Franchisee Intranet Site (Franchise Agreement Sections 2.3 & 4.2 a).

### **Continuing Obligations:**

Once your TeamLogic IT<sup>®</sup> Business is open, we will:

1. Provide you with current available resources, that include (Franchise Agreement, Section 4.2a):
  - Consulting and assistance by our representatives, including sales support, technical support and marketing and operations support;

- Provide research and evaluation of technical products, services and vendors, including and not limited to servers, security, storage, backup and networking;
- Toll-free support line for telephone consulting;
- Marketing and advertising materials and assistance;
- Seminars and webinars;
- Advice and information about new developments in the managed IT services industry; and
- ~~Advertising materials; and~~
- Access to the Franchisee Intranet Site.

2. Administer the Advertising Fund (Franchise Agreement, Section 4.2b). See “Advertising” below.

3. Provide you with the initial supply of sales, marketing, and advertising tools and materials. (Franchise Agreement, Section 4.2c).

4. Provide you with a dedicated TeamLogic IT<sup>®</sup> website for your location which will be linked to the master website at [www.TeamLogicIT.com](http://www.TeamLogicIT.com) (Franchise Agreement, Section 4.2d and 6.14).

We are not obligated to perform these services to your particular level of satisfaction, but as a function of our experience, knowledge and judgment. We have no contractual obligation to maintain, repair, update or upgrade your computer system.

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## INITIAL TRAINING

Before opening your TeamLogic IT® Business, we will train you and one additional person at our corporate training facility located in Mission Viejo, California. The Initial Training is required for the TeamLogic IT® owner. It consists of up to 6 days (44 hours)\* of classroom training, and ~~2643~~ hours of Pre-Opening Training and ~~6184.5~~ hours of Post-Opening training, which are conducted online, or through webinars and phone consultation. The Initial Training must be scheduled and completed within two (2) months after signing the Franchise Agreement, unless otherwise agreed to in writing by Franchisor. The instructional materials include a Brand Standards and Operations Manual, printed handouts, audio/visual presentations, hands-on instruction, role-play, case studies, and group interaction. Your training fee will cover all training expenses for up to 2 people to attend this Initial Training, including transportation for 2 people, 1 hotel room, and some meals. The second person will have up to 1 year after the date of the Franchise Agreement to attend Initial Training with these costs covered by the training fee, except for the hotel room, which will be at your expense. Attendance by the second person at Initial Training after one year will be at your expense.

All franchise owners who will be responsible for full-time management of the Business are required to attend the Initial Training, which must be successfully completed to our satisfaction prior to opening, or taking over ownership of the Business.

Additional trainees beyond 2 initially will be charged \$1,000 per person for the respective training fee that is offered and payable prior to attending training. The additional trainees will be responsible for all transportation, lodging, and miscellaneous expenses.

\*Number of days/hours will be dictated by the number of attendees and the prior experience of attendees. (Sessions with fewer attendees generally run shorter due to less one-on-one question time.)

The instructors for the Initial Training will consist of our and Franchise Services, ~~Ine-LLC~~'s officers and employees as well as outside consultants. The Initial Training program is supervised by Lee Dye, SVP of Franchise Support and Training. Mr. Dye's experience is described in Item 2. Other members of our staff who have 5-30 years' experience with us will also assist with training.

Our Initial Training is held several times per year. Hours of instruction, per operating system are as follows:

## TRAINING PROGRAM

<b>SUBJECT</b>	<b>HOURS-OF- CLASSROOM- TRAINING</b>	<b>HOURS-OF- ON-THE- JOB- TRAINING</b>	<b>LOCATION</b>
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<p><b>PRE-OPENING TRAINING</b></p> <ul style="list-style-type: none"> <li>● Setting up your Business</li> <li>● Preparing to Market your business</li> <li>● Professional Services Automation</li> <li>● Recruiting a Technician</li> <li>● Preparing for University Training</li> <li>● Profit Soup</li> </ul>	44 hours	N/A	Online, Webinars, Phone Consultation
<p><b>SALES AND MARKETING MANAGEMENT TRAINING</b></p> <ul style="list-style-type: none"> <li>● Integrated Marketing Strategy</li> <li>● Organic and Paid Search/Web Presence</li> <li>● Implementing the Marketing Process</li> <li>● Lead Generation / Lead Management/Nurturing</li> <li>● Networking</li> <li>● Walking Person Program</li> <li>● Appointment Setting</li> <li>● Sales Process, Sales Activities, and Exercise</li> <li>● Preparing for the Meeting/Discovery/Proposal</li> <li>● Closing the Sale</li> </ul>	18.75 hours	N/A	26722 Plaza, Mission Viejo, CA 92694
<p><b>TECHNOLOGY MANAGEMENT TRAINING</b></p> <ul style="list-style-type: none"> <li>● Autotask: Basics and CRM</li> <li>● Portfolio of Service</li> <li>● On-boarding the New Client</li> <li>● Product Pricing / Procurement / Financing</li> </ul>	9 hours	N/A	26722 Plaza, Mission Viejo, CA 92694
<p><b>EMPLOYEE MANAGEMENT TRAINING</b></p> <ul style="list-style-type: none"> <li>● Recruiting, Hiring and Managing Employees</li> <li>● Background Checks</li> <li>● Legal / HR Compliance</li> <li>● Employee Policy Manual</li> </ul>	3.75 hours	N/A	26722 Plaza, Mission Viejo, CA 92694
<p><b>BUSINESS &amp; FINANCIAL MANAGEMENT TRAINING</b></p> <ul style="list-style-type: none"> <li>● TeamLogic IT<sup>®</sup> Strategic Overview</li> <li>● Managed Services Overview</li> <li>● Business Planning Workshops</li> <li>● Pricing Strategy</li> <li>● Customer Service / Retaining Client</li> <li>● Company Culture</li> <li>● Financial Management Process</li> <li>● Analyzing Your Financial Statements</li> <li>● Business Plan Presentations/90 Day Plan</li> <li>● Getting Your Business Open/Year One Expectations</li> </ul>	16.5 hours	N/A	26722 Plaza, Mission Viejo, CA 92694
<p><b>POST-OPENING TRAINING</b></p> <ul style="list-style-type: none"> <li>● Autotask Implementation Training</li> <li>● Technician On-boarding</li> <li>● Field Visit</li> <li>● Sales Continuation Training &amp; Support</li> </ul>	N/A	61 hours	Online, Webinars, Phone Consultation
<p><b>SECURITY TRAINING</b></p>	2 hours	N/A	26722 Plaza, Mission Viejo, CA 92694

<u>SUBJECT</u>	<u>HOURS OF CLASSROOM TRAINING</u>	<u>HOURS ON THE JOB TRAINING</u>	<u>LOCATION</u>
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<p><b><u>OPENING TRAINING</u></b></p> <ul style="list-style-type: none"> <li>• <u>Setting up your Business</u></li> <li>• <u>Preparing to Market your business</u></li> <li>• <u>Professional Services Automation</u></li> <li>• <u>Recruiting a Technician</u></li> <li>• <u>Preparing for University Training</u></li> <li>• <u>Profit Soup</u></li> </ul>	<p><u>44 hours</u></p>	<p><u>N/A</u></p>	<p><u>Online, Webinars, Phone Consultation</u></p>
<p><b><u>SALES AND MARKETING MANAGEMENT TRAINING</u></b></p> <ul style="list-style-type: none"> <li>• <u>Integrated Marketing Strategy</u></li> <li>• <u>Organic and Paid Search/Web Presence</u></li> <li>• <u>Implementing the Marketing Process</u></li> <li>• <u>Lead Generation/Lead Management/Nurturing</u></li> <li>• <u>Networking</u></li> <li>• <u>Walking Person Program</u></li> <li>• <u>Appointment Setting</u></li> <li>• <u>Sales Process, Sales Activities, and Exercise</u></li> <li>• <u>Preparing for the Meeting/Discovery/Proposal</u></li> <li>• <u>Closing the Sale</u></li> </ul>	<p><u>18.75 hours</u></p>	<p><u>N/A</u></p>	<p><u>26722 Plaza, Mission Viejo, CA 92691</u></p>
<p><b><u>TECHNOLOGY MANAGEMENT TRAINING</u></b></p> <ul style="list-style-type: none"> <li>• <u>Autotask: Basics and CRM</u></li> <li>• <u>Portfolio of Service</u></li> <li>• <u>Onboarding the New Client</u></li> <li>• <u>Product Pricing/procurement/Financing</u></li> </ul>	<p><u>9 hours</u></p>	<p><u>N/A</u></p>	<p><u>26722 Plaza, Mission Viejo, CA 92691</u></p>
<p><b><u>EMPLOYEE MANAGEMENT TRAINING</u></b></p> <ul style="list-style-type: none"> <li>• <u>Recruiting, Hiring and Managing Employees</u></li> <li>• <u>Background Checks</u></li> <li>• <u>Legal/HR Compliance</u></li> <li>• <u>Employee Policy Manual</u></li> </ul>	<p><u>3.75 hours</u></p>	<p><u>N/A</u></p>	<p><u>26722 Plaza, Mission Viejo, CA 92691</u></p>

<p><b><u>BUSINESS &amp; FINANCIAL MANAGEMENT TRAINING</u></b></p> <ul style="list-style-type: none"> <li>• <u>TeamLogic IT Strategic Overview</u></li> <li>• <u>Managed Services Overview</u></li> <li>• <u>Business Planning Workshops</u></li> <li>• <u>Pricing Strategy</u></li> <li>• <u>Customer Service/Retaining Client</u></li> <li>• <u>Company Culture</u></li> <li>• <u>Financial Management Process</u></li> <li>• <u>Analyzing Your Financial Statements</u></li> <li>• <u>Business Plan Presentations/90 Day Plan</u></li> <li>• <u>Getting Your Business Open/Year One Expectations</u></li> </ul>	<u>16.5 hours</u>	<u>N/A</u>	<u>26722 Plaza, Mission Viejo, CA 92691</u>
<p><b><u>POST-OPENING TRAINING</u></b></p> <ul style="list-style-type: none"> <li>• <u>Autotask Implementation Training</u></li> <li>• <u>Technician Onboarding</u></li> <li>• <u>Field Visit</u></li> <li>• <u>Sales &amp; Marketing Continuation Training &amp; Support</u></li> <li>• <u>PaceSetter Training</u></li> </ul>	<u>N/A</u>	<u>84.5 hours</u>	<u>Online, Webinars, Phone Consultation</u>
<p><b><u>SECURITY TRAINING</u></b></p>	<u>2 hours</u>	<u>N/A</u>	<u>26722 Plaza, Mission Viejo, CA 92691</u>

You will leave the Initial Training with the outline of a business plan to implement and follow during the first year of operation.

If at the end of the Initial Training, we determine, in our sole discretion, that you are not qualified to operate a TeamLogic IT® Business, we have the right to unilaterally terminate the Franchise Agreement. In that case, we will refund your Franchise Fee less our direct costs associated with this Franchise.

At the present time we do not have any additional mandatory training programs beyond the initial training. We may provide assistance, at our cost, but the nature, frequency and duration of this assistance is at our discretion. We are available by telephone and e-mail for specific concerns relating to the operation and management of your TeamLogic IT® Business.

### **MARKETING MATERIALS AND ADVERTISING PROGRAMS**

A major emphasis is placed on marketing the TeamLogic IT® System. You will be provided a comprehensive set of advertising, marketing and sales materials at no additional cost for your local marketing use. These materials currently include local advertising materials and templates, sales call leave-behind materials, as well as sales tools, PowerPoint presentations and other marketing materials.

Also, at no additional cost to you, we currently have marketing resources designed to help promote TeamLogic IT® including marketing and sales support materials as well as proposal templates. You will be provided with a 12-Month Initial Marketing Program currently consisting of direct mail, search engine marketing and email marketing, subject to change. You are required to sign up for the 12-Month Initial Marketing Program directly with our approved vendors using a credit card. The cost for the program ranges from \$2,000 to \$2,500 per month depending on the market. You may not change any part of the 12-Month Initial Marketing Program without our written approval. As part of the program, up to \$9,560 in marketing

services will be provided by TeamLogic ~~Ine-LLC~~ over the first 12 months of the contract. After the 12-Month Initial Marketing Program, you are required to spend a minimum of \$2,500 per month for local marketing for the remainder of the contract.

There are several other optional marketing tools and programs that are available for various charges including advertising promotional products, and an extensive line of TeamLogic IT<sup>®</sup> apparel. The costs of these items vary and are optional.

We maintain, for your benefit, a network-wide Internet presence at [www.TeamLogicIT.com](http://www.TeamLogicIT.com). The primary purpose of this website is to build awareness of the capabilities of the TeamLogic IT<sup>®</sup> network, serve as a business locator so potential clients can locate the nearest TeamLogic IT<sup>®</sup> business, and drive prospective sales leads to your business. A website URL will be assigned to you and a standard TeamLogic IT<sup>®</sup> website will be created for your TeamLogic IT<sup>®</sup> Business and will be linked and available from our master website ([www.TeamLogicIT.com](http://www.TeamLogicIT.com)). You are not authorized to maintain a separate website for your business without prior written approval from us. You may not buy a domain name to direct web traffic to your TeamLogic IT<sup>®</sup> website or any other business operations. Our internet and website terms are described in further detail in the Franchise Agreement, section 6.13. All domains referencing the franchise brand, including TeamLogic IT<sup>®</sup>, must be owned and purchased from us and are subject to our approval.

Summit Marketing Communications, ~~Ine-LLC~~ provides advertising and media services to all Franchise Services, ~~Ine-LLC~~ affiliates. Except as stated above, none of these affiliates provide any products and services to the TeamLogic franchises. Except as stated above, neither TeamLogic, nor any of its affiliates own or operate any TeamLogic IT<sup>®</sup> Businesses.

We have a network advertising program to promote the TeamLogic IT<sup>®</sup> brand on a national basis (Network Advertising Program). The Network Advertising Program will be funded through a network advertising fund paid by all TeamLogic IT<sup>®</sup> Franchisees (“Ad Fund”). We do not contribute to this Ad Fund. There are no Advertising Fund Fees due in the first 12 months. For the remainder of the contract, the greater of 1.2% of gross sales or \$200 per month is due and payable to the TeamLogic IT<sup>®</sup> advertising fund. The advertising fees are deposited into a separate bank account that we administer. Any Franchisor-owned units will contribute the same basis as franchisees. The Ad Fund will be used to support the advertising, marketing, public relations and sales activities of the network, as well as the development and maintenance of the network websites. ~~The Network Advertising Program is created for national presence, and is not geared for any specific local or regional area, although certain activities may have presence in some areas more than in others. We are not required to spend any particular amount on advertising in any particular franchisee’s territory.~~

The Ad Fund is intended to maximize recognition of the Proprietary Marks and patronage of TeamLogic IT<sup>®</sup> locations throughout the United States. Although we will endeavor to utilize the Ad Fund to develop advertising and marketing materials and programs, and to place advertising, in order to benefit all TeamLogic IT<sup>®</sup> locations, we undertake no obligation to ensure that expenditures by the Ad Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Ad Fund by the TeamLogic IT<sup>®</sup> locations operating in that geographic area or that any TeamLogic IT<sup>®</sup> location will benefit directly or in proportion to its contribution to the Ad Fund from the development of advertising and marketing materials or the placement of advertising. Your failure to derive any such benefit will not serve as a basis for a reduction or elimination of your obligation to contribute to the Ad Fund. We have no fiduciary obligation to you or any other TeamLogic IT<sup>®</sup> franchisees in connection with the establishment of the Ad Fund or the collection, control or administration of monies paid into the Ad Fund. We expect to focus all marketing using the Ad Fund in areas where we have one or more franchisees, although the Franchise Agreement does not require us to benefit you with every marketing program. We may charge our marketing research, development and production expenses against the Ad Fund. Any Marketing fees not used during any one

year remain in the Ad Fund for the next year. Except as expressly provided in the Franchise Agreement, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction, or administration of the Ad Fund.

All print advertising materials and collateral for the TeamLogic IT® Network Advertising Program are currently created by an affiliate of ours, Summit Marketing Communications, ~~Inc.~~ LLC (“Summit”). Summit will purchase all media advertising. Summit will generate typical advertising commissions for the placement of media advertising and for creative development.

We allocate 100% of the Ad Fund revenue to the Network Advertising Program and reserve the right to allocate no more than 15% of the Ad Fund revenue for general administrative expenses. Of the Ad Fund expenditures in 2024, ~~3830%~~ 45% was spent on Lead Nurturing & CRM, 29% on Website, ~~1514%~~ 14% on National Marketing Support, ~~13% on Website/Email/Domain~~, 12% on Media, ~~12% on Content~~ 5% on 20<sup>th</sup> Anniversary Prospect Direct Marketing, 63% on Search and Display, 3% on Research, 3% on Production and Creative/Content, and 1% on other expenses (including Customer Experience, and Public Relations and Research). The Ad Fund does not otherwise benefit us or any affiliate. Ad Fund fees not spent in the fiscal year in which they ~~were~~ are collected will be carried over to the next fiscal year. We will send you an unaudited annual financial statement for the Ad Fund.

You may create and utilize your own independent advertising materials with our prior review and approval.

We have an Owners’ Marketing Advisory Council (“OMAC”) for the purpose of consulting our advertising, marketing and sales programs. There are ~~four~~ six franchisee members that we appoint that serve approximately 2-year terms on OMAC. OMAC members serve in an advisory capacity and may be changed at our discretion. This program may be cancelled at any time.

### **COOPERATIVE ADVERTISING**

Franchisees in the same geographic area may form a local Advertising Cooperative Association (“ACA”) to conduct cooperative local advertising. If a majority of the Franchisees in your area want to form an ACA, you must join and contribute dues agreed to by the majority. We will not be a member, but will act in an advisory capacity. Any company-owned TeamLogic IT® Business located in the designated geographic area will also contribute dues. Geographic areas are defined by the Dominate Market Area (“DMA”) as may be defined by the radio and television industries. The ACA members themselves administer the ACA, create the ACA rules and enforce those rules. (Generally, an ACA will have formal Bylaws and Articles of Association prepared, but these are not required by us for an ACA formation.) We will recognize an ACA upon a majority of signatures of Franchisees in the area and will provide consultation and advice concerning cooperative advertising in the area. We cannot form, change or dissolve an ACA without a majority vote of that ACA’s members. ACA’s are not required to prepare annual financial statements. If there is an ACA in existence in your prospective area, you must join it and should obtain information concerning dues and advertising benefits. ACA dues are determined by the members and can range from \$50 to \$500 per month.

### **TECHNOLOGY REQUIREMENTS**

When you start your new TeamLogic IT® Business, you are required to have several pieces of computer equipment for you and your technicians to effectively operate your business.

At the onset of your Business, you are required to have a minimum of three laptops with three monitors. One is meant to remain with the owner at the Business and one stays with each technician in the field for dealings with the clients. You will need to scale this inventory and add a laptop for each technician you hire. In addition, each technician that is hired must have a smartphone. The other equipment that the Business will need is a telephone system that is capable of forwarding calls to remote numbers and is equipped with a voicemail system that can be easily accessed from the field. This equipment can be obtained from any source. You must upgrade such equipment whenever necessary in order to maintain adherence to the specifications set out by us. The cost for the computer equipment may range from \$6,750 to \$10,600. Overall cost for the upgrades or maintenance fees may range from \$0 to \$3,000.

You are also required to obtain our approved Professional Services Automation (“PSA”) software through us to operate, record and manage all of your operational business activity. The monthly fees for the Professional Services Automation software are payable to us. This software is developed by a third party. You must utilize this system for, among other things, scheduling of all sales appointments, customer service and repair history. You must purchase and maintain other general third-party software licenses, such as QuickBooks Online with approved chart of accounts. These specific licenses may change from time to time as the vendors upgrade/modify their software. We will provide you with the specific list and accompanying costs of the necessary current versions, which are available at the time you sign the Franchise Agreement. We do not make any warranties or guaranties upon which you may rely, and assume no liability or obligation to you, for any third-party software.

Upon our request, you will allow us to have electronic access to most operational aspects of your Business ~~through this software~~, including client identity, appointments and invoicing. Although there are no contractual limits imposed on our access to this information, we will not use the information gained through this software for any purposes not related to your Business or the TeamLogic IT<sup>®</sup> System.

We maintain an information security standard and program that all TeamLogic IT<sup>®</sup> franchisees must adhere as outlined in a “Security Operations Guide”. This standard establishes a minimum level of security that each franchisee is responsible to implement for each location. This standard may be modified from time to time.

We have a Technology Insight Committee (“TIC”) for the purpose of consulting on our vendor and technology programs. There are six franchisee members that we appoint that serve approximately 2-year terms on TIC. TIC members serve in an advisory capacity and may be changed at our discretion. This program may be cancelled at any time.

We have an Owners Security Council (“OSC”) for the purpose of consulting our Information Security and Security Operations programs. There are six franchisee members that we appoint to serve approximately 2-year terms on OSC. OSC members serve in an advisory capacity and may be changed at our discretion. This program may be cancelled at any time.

## SITE SELECTION

You are required to lease office space for the Business in your territory. When you obtain (by lease, purchase or otherwise) a business site for your TeamLogic IT<sup>®</sup> Business, it must be within your Territory (as defined below), and we will provide you with site selection approval. We will use our best efforts to approve or disapprove your selected site within 14 days from the date you submit a prospective site for approval. If signage is allowed at the location, the TeamLogic IT<sup>®</sup> name and logo should be displayed following our signage guidelines. We do not ensure or warrant that your Business will be profitable at a location utilizing our guidelines, or at any location. You must open the Business within 90 days of the date

your Franchise Agreement is signed or we may terminate the Franchise Agreement. Any extension requires prior written approval. We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of your Business is 60 to 90 days. Factors affecting time to open include attendance at and satisfactory completion of our Initial Training Program, arranging for any financing, complying with local ordinances, installation of equipment, and obtaining a satisfactory business location.

## **ITEM 12. TERRITORY**

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

You will receive a protected territory and an approved territory name; meaning we will not open a TeamLogic IT<sup>®</sup> franchise location or establish any company-owned outlet in this territory during the term of your contract. We will grant you the right to operate a TeamLogic IT<sup>®</sup> franchise in a specific geographical area we outline based on the number of businesses, up to 1,500 to 2,000 of the type that we expect to be potential clients of TeamLogic IT<sup>®</sup>, and this geographic area will be designated as your Territory. We currently use a business list provider to obtain these business counts but may use a different source in the future. In addition, we may provide you with a marketing list which is separate and apart from the business counts list. We have the right to terminate your Franchise Agreement if you do not maintain Gross Sales greater than two thousand five hundred dollars (\$2,500) per week for twelve consecutive weeks (except during the first twelve (12) months of operation). There are no circumstances under which we may modify your Territory without your consent.

The Franchise Agreement grants you a license for a single TeamLogic IT<sup>®</sup> Business which will be operated from a single business location (or any approved business relocation) within your Territory. Your Territory is not a limitation on your marketing, or on the clients you may serve, and other franchisees may service clients in your Territory. You may face competition from other franchisees. There are no limits on your right to use other channels of distribution, such as the internet, catalog, telemarketing, or other direct marketing outside of your Territory.

You may purchase additional TeamLogic IT<sup>®</sup> franchises for the Initial Franchise Fee of \$49,500. You must not have been in default of your existing franchise agreement, meet then current revenue requirements and operating standards, obtain our prior written approval, and sign a new, then current Franchise Agreement for an additional TeamLogic IT<sup>®</sup> franchise. You must change the term of any pre-existing Franchise Agreements to be co-terminus with your new Franchise Agreement for the additional TeamLogic IT<sup>®</sup> franchise. Using our experience and in keeping the best interests of TeamLogic, ~~Inc.~~ LLC in mind, you must demonstrate to our satisfaction that you meet our managerial and business standards and possess good moral character and business experience.

We will not, during the term of the Franchise Agreement, establish, own or operate, or grant a franchise for another person to own or operate another TeamLogic IT<sup>®</sup> Business within your Territory.

Upon prior written consent by us, it may be possible for you to acquire additional TeamLogic IT franchise(s) for an Initial Fee of \$49,500, subject to the terms of the then-current franchise agreement. We and our affiliates have and retain the right to directly or indirectly market within or outside of your Territory, products and/or services that are not sold through TeamLogic IT<sup>®</sup> Businesses, whether or not they use the Marks without compensation to you. We currently have no present intention to market or sell TeamLogic IT<sup>®</sup> products or services, which are offered at your TeamLogic IT<sup>®</sup> Business, inside your territory through






alternative means of distribution (including the Internet) in the future. However, should this occur, we have no obligation to pay you for soliciting or accepting orders from inside your territory.


It is possible that we, or an affiliate may in the future, acquire or be acquired by, a competing chain of locations offering the same or similar services as those offered by a TeamLogic IT® Business. Should this happen, there may be a location of the acquired brand already existing in your Territory, and we reserve the right to maintain that other brand location, however we will not open or franchise any additional locations of the other brand in your Territory.

**ITEM 13.  
TRADEMARKS**

You are licensed to operate and identify the TeamLogic franchise business under the principal trademark “TeamLogic IT®” and the logotype displayed. As of the cover date of this disclosure document and other current or future trademarks, we have the following domestic and international registered and pending trademarks. Except where indicated, all registrations are on the principal register. We have filed all required affidavits. We are not aware of any prior or infringing uses that could affect your use of the principal trademarks in your state.

**Domestic Trademarks**

Description of Mark	Principal & Class Register of the United States Patent and Trademark Office	Registration Number	Registration Date
<b>TLIT</b>	Principal (Class 42)	5040115	9/13/2016 Renewed: <del>07/07/2022</del> 01/02/ 2026
	Principal (Class 35, 37, 42)	3022738	12/06/2005 Renewed: <del>10/03/2015</del> 10/21/ 2025
TeamLogic	Principal (Class 35, 37, 42)	5354094	12/12/2017 Renewed: 06/14/2023
	Principal (Class 35, 42)	3380212	02/12/2008 Renewed: 10/19/17
Taking the worry out of your technology	Principal (Class 42)	3910961	01/25/2011 Renewed: 04/11/2020
	Principal (Class 35)	4440192	11/26/2013 Renewed: 08/18/2023
ITInflections Navigating Technology for Business 	Principal (Class 35)	4497589	03/18/2014 Renewed: 10/28/2023
	Principal (Class 41)	4560449	07/01/2014 Renewed: 01/16/2024

	Principal (Class 42)	4567441	07/15/2014 Renewed: 01/17/2024
THE COLOR OF CONFIDENCE	Principal (Class 35)	4495010	03/11/2014 Renewed: 09/23/2023
IT Solutions That Advance Your Business	Principal (Class 35)	6280334	03/02/2021

### International Trademarks

Country/Province	Description of Mark	Class	Registration Number	Registration Date
Benelux	(TeamLogicIT)	35, 37, 42	0784142	12/19/2005
Canada	(TeamLogicIT)	35, 37, 42	TMA676,866	11/14/2006
Canada	(SystemWatchIT)	35, 37, 42	TMA894987	01/26/2015
Ireland	(TeamLogicIT)	37, 42	236268	01/17/2007
Ireland	(SystemWatchIT)	37, 42	236485	03/01/2007
United Kingdom	(TeamLogicIT)	37	2383688	02/04/2005
United Kingdom	(SystemWatchIT)	37	2448293	02/27/2007

There currently are no effective determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator or court, nor is there any pending infringement, opposition or cancellation proceeding, nor any pending material litigation involving our trademarks.

There are no agreements that limit our right to use or license the use of the trademarks. We do not know of any prior superior rights or infringing uses that could materially affect your use of the Trademarks.

We are required to protect you against claims of infringement or unfair competition arising out of your use of the Trademarks. If you receive notice, or otherwise become aware of any claim, suit or demand against it by any party other than us on account of any alleged infringement, unfair competition or similar matter arising from its use of the Trademarks, you shall promptly notify us of any such claim, suit or demand. We shall determine, in our sole discretion, whether to defend, compromise or settle any such claim, suit or demand at our cost and expense, and you shall cooperate fully in such matter.

We may in our sole discretion, modify or discontinue the use of the trademarks and/or use one or more additional or substitute trademarks. If we decide to do so, you must do so also, at your expense, including, without limitation removing existing signage and purchasing and installing new signage.

### ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any registered patents or copyrights. However, we claim a “common law” copyright in certain materials. Also, our Brand Standards and Operations Manual, portions of our intranet site ~~(the BMSS)~~, vendor terms and contact information, business and marketing plans and processes are confidential and proprietary, and we claim that these systems, compilations, lists, and processes are trade secrets. Used collectively, these trade secrets add value to franchisees and provide a competitive edge in the marketplace. You do not receive any rights in any proprietary or trade secret information, other than the uses granted in the franchise agreement. You must promptly tell us when you learn about any unauthorized use of this proprietary information. We are not obligated to take any action, but will respond as we deem appropriate. We will indemnify you for losses brought by a third party concerning your authorized use of this information.

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

You must directly supervise and participate in the day-to-day operations of the TeamLogic IT<sup>®</sup> Business. If you hire a manager, then the manager must sign a written agreement to maintain confidentiality. There is no limitation on who you may hire for a manager, except you cannot hire a person who concurrently works for a competing business. The manager need not have an equity interest in the Franchise. If Franchisee is an entity, all owners of an interest in the Franchisee entity and their spouse will be required to personally sign a guarantee of the entity (See signature pages of the Franchise Agreement).

We will not approve the sale of a TeamLogic IT<sup>®</sup> Business to an Employee Stock Ownership Plan (“ESOP”).

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

You are authorized, and required, to offer the minimum required Core Services in connection with your TeamLogic IT<sup>®</sup> Business, and certain related Non-Core Services, as well as The TeamLogic IT<sup>®</sup> Managed Services. All services must be provided and sold through your TeamLogic IT<sup>®</sup> Business. You may not sell any products or provide any services on a wholesale basis except to other TeamLogic IT<sup>®</sup> locations.

You cannot offer Non-Core Services unless you can perform these services either through a brokered agreement or by qualified on-staff technicians. You must offer and provide those services, and offer and sell those products that we designate from time to time. Those services and products may or may not include the services and products currently provided and sold by TeamLogic IT<sup>®</sup> Businesses. There is currently no restriction on the types of authorized goods and services we designate as Core Services.

You may not offer or provide any services, or offer and sell any products, not specifically approved in writing by us. In addition, you may not offer or provide any services, or offer and sell any products, in a manner, form or configuration (including without limitation for resale) other than as specifically approved in writing by us. You may not use the premises on which your TeamLogic IT<sup>®</sup> franchise business is conducted for any business purpose other than the operation of your TeamLogic IT<sup>®</sup> Business and the sale of products approved by us, unless specifically approved in writing by us.

Failure to adhere to these restrictions shall constitute a material default of the Franchise Agreement, which default must be cured within 20 days of notice or the Franchise Agreement can be terminated.

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

**THE FRANCHISE RELATIONSHIP**

**The 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 the Franchise Term	Section 7.1	The initial term of the Franchise Agreement is 10 years from date executed by us
b.	Renewal or Extension of Term	Section 7.2	10-year renewal terms
c.	Requirements to Renew or extend	Section 7.2	Give 6 months advance prior written notice of intent; not be in default; sign then current Franchise Agreement, which may contain terms and conditions materially different from your original contract; satisfy any current qualifications and training requirements; pay a renewal fee of \$2,000
d.	Termination by You	Section 10.4	Franchisees may terminate under any grounds permitted by law
e.	Termination by Us without cause	Not applicable	Not applicable
f.	Termination by Us with Cause	Section 10.1 & 10.2	See remarks below under Cause defined that are Curable and non-curable
g.	“Cause” defined – curable defaults	Section 10.1	20 days to cure material breach of Agreement, and of monetary default; site not acquired in 90 days, loss of possession or abandon premises for more than 7 days; 3 defaults within 12 months even if cured
h.	“Cause” defined – non-curable defaults	Section 10.2	You file bankruptcy, commit a felony, maintain false books, commit fraud or material misrepresentation on application, conduct Business in a manner likely to impair our reputation
i.	Your obligations on Termination/Non-Renewal	Sections 10.3	Cease use of Marks, website, telephone listing/number and Franchisee Intranet Site, pay debts, notify suppliers/clients, cannot operate a competing business
j.	Assignment of Contract by Us	Section 13	No restriction on our right to assign
k.	“Transfer” by You – definition	Section 11	Includes transfer of Franchise or assets or ownership change; approved by Franchisor

l.	Our approval of Transfer by You	Section 11	Using our experience and in keeping the best interests of TeamLogic, <del>Inc.</del> <u>LLC</u> in mind, we may require, in our sole discretion, as a condition of our approval of any transfer that the transferee demonstrate to our satisfaction that it meets our managerial and business standards, possesses a good moral character and business experience, and has adequate financial resources and capital
m.	Conditions for our approval of transfer	Section 11	With limited exceptions, the following conditions apply to all transfers: good standing; transferee meets all current qualifications; amounts due are paid in full; successful completion of training by transferee, purchase agreement approved, payment of transfer fee, release signed by you and current agreement signed by new Franchisee
n.	Our Right of First Refusal to acquire Your business	Section 11.5	We can match any offer for your business
o.	Our option to purchase Your Business	Not applicable	Not applicable
p.	Death or Disability of You	Section 11.6	Franchise may be assigned to an approved buyer who must complete training
q.	Non-competition covenants during the term of the franchise	Section 6.17	No competing business for 1 year within 25 miles of former Business or of another TeamLogic IT <sup>®</sup> Business for 1 year; Non-solicitation of clients for 1 year. Non-compete provisions are subject to state law.
r.	Non-competition covenants after the franchise is terminated-or expires	Section 10.3g	No competing business for 2 years within 25 miles of former Business or of another TeamLogic IT <sup>®</sup> Business for 2 years; Non-solicitation of clients for 2 years. Non-compete provisions are subject to state law
s.	Modification of the Agreement	Section 13j	Automatic conformance to state law; otherwise only by signed amendment except that we may unilaterally revise the Manuals
t.	Integration/Merger Clause	Section 13j	Only the terms of the Franchise Agreement, exhibits and all agreements signed with it are enforceable (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable
u.	Dispute resolution by arbitration or mediation	Section 12	Except for certain claims, all disputes must be arbitrated in Orange County, California (See Note 1); these provisions are subject to State Law
v.	Choice of Forum	Section 13k	Litigation (or required arbitration) must be in California (See Note 1); these provisions are subject to State Law (subject to applicable state law)
w.	Choice of Law	Section 13k	California law applies (See Note 1) except for Section 10.3(g) the law of the state the franchised business is in will govern that provision; these provisions are subject to State Law (subject to applicable state law)

**Note 1: See Exhibit “E,” Multi-State Addendum for exceptions.**

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**ITEM 18.**  
**PUBLIC FIGURES**

We do not use any public figure to promote our franchise.

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**ITEM 19.  
FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor owned outlets/businesses, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet/business 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 outlet/business or under particular circumstances.

**Gross Revenues for 2024**

<b>Quartile</b>	<b>Number of Qualified Franchisees</b>	<b>Highest Gross Revenue in Quartile</b>	<b>Lowest Gross Revenue in Quartile</b>	<b>Average Gross Revenue in Quartile</b>	<b># Exceeding Average Gross Revenue in Quartile</b>	<b>% Exceeding Average Gross Revenue in Quartile</b>	<b>Median Gross Revenue in this Quartile</b>
1 <sup>st</sup> Quartile	41	\$22,416,140	\$1,504,673	\$3,340,422	9	22%	\$2,393,334
2 <sup>nd</sup> Quartile	40	\$1,494,536	\$694,133	\$1,004,197	17	43%	\$907,858
3 <sup>rd</sup> Quartile	40	\$663,710	\$345,884	\$462,720	18	45%	\$450,904
4 <sup>th</sup> Quartile	40	\$343,238	\$13,813	\$209,711	22	55%	\$222,300
<b>Total</b>	<b>161</b>						

**Gross Revenue by Quartiles for 2025**

<b>Quartile</b>	<b>Number of Qualified Franchisees</b>	<b>Highest Gross Revenue in Quartile</b>	<b>Lowest Gross Revenue in Quartile</b>	<b>Average Gross Revenue in Quartile</b>	<b># Exceeding Average Gross Revenue in Quartile</b>	<b>% Exceeding Average Gross Revenue in Quartile</b>	<b>Median Gross Revenue in this Quartile</b>
1 <sup>st</sup> Quartile	46	\$21,712,224	\$1,623,002	\$3,529,910	15	33%	\$2,549,879
2 <sup>nd</sup> Quartile	46	\$1,615,113	\$571,647	\$999,165	20	43%	\$926,840
3 <sup>rd</sup> Quartile	45	\$566,985	\$265,447	\$396,091	25	56%	\$405,141
4 <sup>th</sup> Quartile	45	\$261,471	\$9,145	\$143,675	23	51%	\$147,449
<b>Total</b>	<b>182</b>						

**Gross Revenue by Number of Locations for 2025**

<b>Locations</b>	<b>Number of Qualified Franchisees</b>	<b>Highest Gross Revenue in Grouping</b>	<b>Lowest Gross Revenue in Grouping</b>	<b>Average Gross Revenue in Grouping</b>	<b># Exceeding Average Gross Revenue in Grouping</b>	<b>% Exceeding Average Gross Revenue in Grouping</b>	<b>Median Gross Revenue in this Grouping</b>
1	125	\$4,122,026	\$9,145	\$624,483	41	33%	\$405,141
2	30	\$4,271,601	\$182,632	\$1,455,403	16	53%	\$1,597,119
3	12	\$3,865,866	\$425,635	\$2,317,642	6	50%	\$2,366,586

<u>4</u>	<u>5</u>	<u>\$6,289,229</u>	<u>\$1,615,113</u>	<u>\$2,987,301</u>	<u>2</u>	<u>40%</u>	<u>\$2,178,718</u>
<u>5 or more</u>	<u>10</u>	<u>\$21,712,224</u>	<u>\$1,669,841</u>	<u>\$6,815,621</u>	<u>4</u>	<u>40%</u>	<u>\$5,849,777</u>
<u>Total</u>	<u>182</u>						

Notes to Table

~~1. As of December 31, 2024, we had 192 total franchisees who operated 311 businesses. These franchisees generated \$206 million of total network sales. Of these total franchisees, 161 franchisees representing 262 businesses were categorized as "Qualified Franchisees" (franchisees who had operated for at least 24 months as of December 31, 2024 and who reported their Gross Revenue to us during the Reporting Period). These franchisees generated a total of \$204 million of network sales.~~

~~2. This financial performance representation in the above chart covers the Gross Revenue during the 12-month period from January 1, 2024 until December 31, 2024 (the "Reporting Period") for the Franchisees who operated their businesses for the entire Reporting Period and for at least 24 months as of December 31, 2024, and who reported their Gross Revenue to us in the Reporting Period.~~

~~3. This financial performance representation does not include the results of the 31 franchisees that were operating for less than 24 months as of December 31, 2024, or the 3 franchisees that closed during the Reporting Period.~~

~~4. The Qualified Franchisees operate in various markets across the country. The average length of time that the Qualified Franchisees had operated under the System as of December 31, 2024, was 7.46 years.~~

~~5. Some Qualified Franchisees (including 27 in the first quartile, 8 in the second quartile, 6 in the third quartile and 3 in the fourth quartile of Gross Revenue) operated multiple businesses during the Reporting Period, and 22 of the Qualified Franchisees (including 16 in the first quartile, 4 in the second quartile, 1 in the third quartile, and 0 in the fourth quartile of Gross Revenue) operated 3 or more businesses.~~

~~6. Neither we nor our affiliates operate any TeamLogic IT<sup>®</sup> Businesses.~~

~~7. "Gross Revenue" is defined as all revenue from all services that a Qualified Franchisee derives from operating all of its Businesses, and includes hourly services, managed services, product resale, and professional project services, commission and agency revenue, reseller revenue and other, (cloud services, technical support, break/fix services, training, consulting services, and other technical services) whether one-time or recurring, and commissions paid by alliance partners and revenue from hardware or software sales. This excludes freight and sales tax.~~

~~8. TeamLogic IT<sup>®</sup> is a franchised service operation that relies on a business-client base that must be built over time, often from scratch. It can take 2 years or more to create an operation that offers a statistically accurate representation. Given that many franchisees do not complete the establishment of their Businesses in the first 12 months, to include operations younger than 24 months would show a distorted and unrealistic picture of business revenues. We offer certain discounts and Minimum CFF suspensions for the entire first year in recognition that this time is spent building a client base. In addition, some franchisees have converted existing independent IT service businesses into TeamLogicIT<sup>®</sup> Businesses with a full and active client base, while other franchisees are starting new businesses with no clients. These outlets present starkly different~~

~~revenue profiles in their first year of operations compared to traditional, new franchises. Including only franchisees that have been operational for at least 24 months, starts to balance the inherent performance and statistical discrepancies in this aspect of the franchisees' Gross Revenue figures.~~

~~9. Because a TeamLogic IT<sup>®</sup> Business franchisee's revenue depends primarily on a recurring base of clients developed over a period of time, Qualified Franchisees who operate for longer periods, and/or who operate multiple TeamLogic IT<sup>®</sup> Businesses/Territories, typically realize higher (in some cases significantly higher) Gross Revenue, than Qualified Franchisees who have operated for shorter periods or who operate only one Business/Territory.~~

~~10. Each of the Qualified Franchisees offers primarily the same products and services that we expect new TeamLogic IT<sup>®</sup> Business franchisees to offer, and each receives primarily the same services from us that we expect new franchisees to receive. The Qualified Franchisees also face generally the same competition from other similar businesses that we expect new franchisees will face.~~

#### Notes to Table

1. As of December 31, 2025, we had 204 total franchisees who operated 344 businesses. Of these total franchisees, 182 franchisees representing 319 businesses were categorized as "Qualified Franchisees", (franchisees who had operated for at least 12 months as of December 31, 2025 and who reported their Gross Revenue to us during the Reporting Period). These franchisees generated a total of \$233 million of network sales.

2. This financial performance representation in the above chart covers the Gross Revenue during the 12-month period from January 1, 2025 until December 31, 2025 (the "Reporting Period") for the Qualified Franchisees who operated their businesses for the entire Reporting Period, and who reported their Gross Revenue to us in the Reporting Period.

3. This financial performance representation does not include the results of the 22 franchisees (operating a total of 25 Businesses/Territories) that were operating for less than 12 months as of December 31, 2025, or the 7 franchisees (operating a total of 8 Businesses) that closed during the Reporting Period.

4. The Qualified Franchisees operate in various markets across the country. The average length of time that the Qualified Franchisees had operated under the System as of December 31, 2025, was 7.2 years.

5. 57 Qualified Franchisees (including 38 in the first quartile, 10 in the second quartile, 5 in the third quartile and 4 in the fourth quartile of Gross Revenue) operated multiple Businesses/Territories during the Reporting Period, and 27 of the Qualified Franchisees (including 24 in the first quartile, 2 in the second quartile, 1 in the third quartile, and 0 in the fourth quartile of Gross Revenue) operated 3 or more Businesses/Territories.

6. Neither we nor our affiliates operate any TeamLogic IT<sup>®</sup> Businesses.

7. "Gross Revenue" is defined as all revenue from all services that a Qualified Franchisee derives from operating all of its Businesses, and includes hourly services, managed services, product resale, and professional project services, commission and agency revenue, reseller revenue and other, (cloud services, technical support, break/fix services, training, consulting services, and other technical services) whether one-time or recurring, and commissions paid by alliance partners and revenue from hardware or software sales. This excludes freight and sales tax.

8. TeamLogic IT® is a franchised service operation that relies on a business-client base that must be built over time, often from scratch. It can take 2 years or more to create an operation that offers a statistically accurate representation. Given that many franchisees do not complete the establishment of their Businesses in the first 12 months, to include operations younger than 24 months would show a distorted and unrealistic picture of business revenues. We offer certain discounts and Minimum CFF suspensions for the entire first year in recognition that this time is spent building a client base. In addition, some franchisees have converted existing independent IT service businesses into TeamLogic IT® Businesses with a full and active client base, while other franchisees are starting new businesses with no clients. These outlets present starkly different revenue profiles in their first year of operations compared to traditional, new franchises. Including only franchisees that have been operational for at least 24 months, starts to balance the inherent performance and statistical discrepancies in this aspect of the franchisees' Gross Revenue figures.

9. Because a TeamLogic IT® Business franchisee's revenue depends primarily on a recurring base of clients developed over a period of time, Qualified Franchisees who operate for longer periods, and/or who operate multiple TeamLogic IT® Businesses/Territories, typically realize higher (in some cases significantly higher) Gross Revenue, than Qualified Franchisees who have operated for shorter periods or who operate only one Business/Territory.

10. Each of the Qualified Franchisees offers primarily the same products and services that we expect new TeamLogic IT® Business franchisees to offer, and each receives primarily the same services from us that we expect new franchisees to receive. The Qualified Franchisees also face generally the same competition from other similar businesses that we expect new franchisees will face.

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Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request. Prospective franchisees and sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form.

**Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.**

Other than the preceding financial performance representation, TeamLogic, ~~Inc.~~ LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Thomas Muller at 26722 Plaza, Mission Viejo, California 92691, (949) 582-6300, the Federal Trade Commission, and the appropriate state regulatory agencies.

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**ITEM 20.  
OUTLETS AND FRANCHISEE INFORMATION**

**{Table No. 1}  
System-wide Outlet Summary  
For Years 2022, 2023 and 2024**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
<b>Franchised</b>	<b>2022</b>	<b>243</b>	<b>266</b>	<b>+23</b>
-	<b>2023</b>	<b>266</b>	<b>282</b>	<b>+16</b>
	<b>2024</b>	<b>282</b>	<b>311</b>	<b>+29</b>
<b>Company Owned</b>	<b>2022</b>	<b>0</b>	<b>0</b>	<b>0</b>
-	<b>2023</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>2024</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Outlets</b>	<b>2022</b>	<b>243</b>	<b>266</b>	<b>+23</b>
-	<b>2023</b>	<b>266</b>	<b>282</b>	<b>+16</b>
	<b>2024</b>	<b>282</b>	<b>311</b>	<b>+29</b>

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**{Table No. 2}**  
**Transfers of Outlets from Franchisees to New Owners (Other than Franchisor)**  
**For Years 2022, 2023 and 2024**

State	Year	Number of Transfers
<b>Arizona</b>	2022	3
	2023	0
	2024	3
<b>California</b>	2022	0
	2023	0
	2024	0
<b>Colorado</b>	2022	2
	2023	6
	2024	0
<b>Florida</b>	2022	1
	2023	2
	2024	1
<b>Illinois</b>	2022	0
	2023	0
	2024	0
<b>Indiana</b>	2022	0
	2023	0
	2024	1
<b>New Jersey</b>	2022	0
	2023	1
	2024	0
<b>North Carolina</b>	2022	4
	2023	0
	2024	0
<b>Tennessee</b>	2022	1
	2023	1
	2024	0
<b>Texas</b>	2022	2
	2023	0
	2024	0
<b>Wisconsin</b>	2022	0
	2023	0
	2024	1
<b>Total</b>	<b>2022</b>	<b>13</b>
	<b>2023</b>	<b>10</b>
	<b>2024</b>	<b>6</b>

**[Table No. 3]  
Status of Franchised Outlets  
For Years 2022, 2023 and 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased-Operations-Other Reasons	Outlets at End of Year
Alabama	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Arizona	2022	10	1	0	0	0	0	11
	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11
Arkansas	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
California	2022	32	6	0	0	0	0	38
	2023	38	2	0	0	0	1	39
	2024	39	5	0	0	0	1	43
Colorado	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
	2024	9	3	0	0	0	0	12
Connecticut	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Delaware	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
District of Columbia	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Florida	2022	24	3	0	0	0	1	26
	2023	26	3	0	0	0	0	29
	2024	29	1	0	0	0	0	30
Georgia	2022	4	1	0	0	0	0	5
	2023	5	2	0	0	0	0	7
	2024	7	4	0	0	0	0	11

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Hawaii	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Illinois	2022	13	0	0	0	0	0	13
	2023	13	1	0	0	0	0	14
	2024	14	0	0	0	0	1	13
Indiana	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Iowa	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Kentucky	2022	1	1	0	1	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Louisiana	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Maine	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Maryland	2022	7	2	0	0	0	0	9
	2023	9	0	0	0	0	0	9
	2024	9	1	0	0	0	0	10
Massachusetts	2022	6	1	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
Michigan	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	1	0	0	0	0	5
Minnesota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Mississippi	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased-Operations-Other Reasons	Outlets at End of Year
Missouri	2022	4	1	0	0	0	2	3
	2023	3	0	0	0	0	1	2
	2024	2	0	0	0	0	0	2
Nebraska	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Nevada	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	1	0
	2024	0	1	0	0	0	0	1
New Hampshire	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New Jersey	2022	18	1	0	0	0	0	19
	2023	19	0	0	0	0	1	18
	2024	18	1	0	0	0	0	19
New York	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	2	0	0	0	0	10
North Carolina	2022	10	1	0	0	0	0	11
	2023	11	1	0	0	0	0	12
	2024	12	2	0	0	0	0	14
Ohio	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	1	0	0	0	0	7
Oklahoma	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Oregon	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Pennsylvania	2022	9	2	0	0	0	0	11
	2023	11	2	0	0	0	0	13
	2024	13	1	0	0	0	0	14
Puerto Rico	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations—Other Reasons	Outlets at End of Year
South Carolina	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	1	0	0	0	0	5
South Dakota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	1	0	0	0
Tennessee	2022	4	1	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Texas	2022	23	4	0	0	0	1	26
	2023	26	3	0	0	0	0	29
	2024	29	7	0	1	0	1	34
Utah	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Vermont	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Virginia	2022	7	2	0	0	0	0	9
	2023	9	1	0	0	0	0	10
	2024	10	2	0	0	0	0	12
Washington	2022	8	0	0	0	0	0	8
	2023	8	1	0	0	0	0	9
	2024	9	0	0	0	0	0	9
Wisconsin	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Total U.S.	2022	242	29	0	1	0	5	265
	2023	265	20	0	0	0	4	281
	2024	281	34	0	2	0	3	310
International-Canada	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Total System-Wide	2022	243	29	0	1	0	5	266
	2023	266	20	0	0	0	4	282
	2024	282	34	0	2	0	3	311

**[Table No. 4]**

**Status of Company-Owned Outlets For Years 2022, 2023 and 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets-Reacquired from Franchises	Outlets-Closed	Outlets-Sold to Franchises	Outlets at End of Year
<b>Totals</b>	<b>2022</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>2023</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>2024</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**[Table No. 5]**

**Projected Openings as of December 31, 2024**

State	Franchise-Agreements Signed But Outlet Not Opened	Projected New-Franchised Outlets in the Next Fiscal Year (2025)	Projected New-Company-Owned Outlets in the Next Fiscal Year (2025)
Alabama	0	0	0
California	0	3	0
Colorado	1	1	0
Florida	0	4	0
Georgia	0	2	0
Illinois	0	3	0
Iowa	0	1	0
Kentucky	0	1	0
Louisiana	0	1	0
Maryland	0	1	0
Michigan	0	2	0
Minnesota	0	2	0
Nebraska	0	0	0
Nevada	0	2	0
New-Hampshire	0	1	0
New Jersey	0	2	0
New York	0	1	0
North Carolina	0	2	0
Ohio	0	3	0
Oklahoma	0	0	0
Pennsylvania	1	2	0
Tennessee	0	2	0
Texas	0	4	0
Utah	0	1	0
Vermont	0	0	0
Virginia	0	2	0
Washington	0	1	0
<b>Totals</b>	<b>2</b>	<b>44</b>	<b>0</b>

**[Table No. 1]**

**System-wide Outlet Summary**  
**For Years 2023, 2024 and 2025**

<u>Outlet Type</u>	<u>Year</u>	<u>Outlets at the Start of the Year</u>	<u>Outlets at the End of the Year</u>	<u>Net Change</u>
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<u>Franchised</u>	<u>2023</u>	<u>266</u>	<u>282</u>	<u>+16</u>
-	<u>2024</u>	<u>282</u>	<u>311</u>	<u>+29</u>
	<u>2025</u>	<u>311</u>	<u>344</u>	<u>+33</u>
<u>Company-Owned</u>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b><u>Total Outlets</u></b>	<b><u>2023</u></b>	<b><u>266</u></b>	<b><u>282</u></b>	<b><u>+16</u></b>
-	<b><u>2024</u></b>	<b><u>282</u></b>	<b><u>311</u></b>	<b><u>+29</u></b>
	<b><u>2025</u></b>	<b><u>311</u></b>	<b><u>344</u></b>	<b><u>+33</u></b>

**[Table No. 2]**  
**Transfers of Outlets from Franchisees to New Owners (Other than Franchisor)**  
**For Years 2023, 2024 and 2025**

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
<u>Arizona</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>3</u>
	<u>2025</u>	<u>0</u>
<u>California</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>1</u>
<u>Colorado</u>	<u>2023</u>	<u>6</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>0</u>
<u>Florida</u>	<u>2023</u>	<u>2</u>
	<u>2024</u>	<u>1</u>
	<u>2025</u>	<u>0</u>
<u>Indiana</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>1</u>
	<u>2025</u>	<u>0</u>
<u>Maryland</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>2</u>
<u>Missouri</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>1</u>
<u>New Jersey</u>	<u>2023</u>	<u>1</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>0</u>
<u>Ohio</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>1</u>
<u>Tennessee</u>	<u>2023</u>	<u>1</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>0</u>
<u>Texas</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>3</u>
<u>Virginia</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>1</u>
	<u>2025</u>	<u>3</u>
<u>Total</u>	<u>2023</u>	<u>10</u>
	<u>2024</u>	<u>6</u>
	<u>2025</u>	<u>11</u>

**[Table No. 3]  
Status of Franchised Outlets  
For Years 2023, 2024 and 2025**

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by Franchisor</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at End of Year</u>
<u>Alabama</u>	<u>2023</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
	<u>2024</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
	<u>2025</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
<u>Arizona</u>	<u>2023</u>	<u>11</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>
	<u>2024</u>	<u>11</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>
	<u>2025</u>	<u>11</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>
<u>Arkansas</u>	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>California</u>	<u>2023</u>	<u>38</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>39</u>
	<u>2024</u>	<u>39</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>43</u>
	<u>2025</u>	<u>43</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>47</u>
<u>Colorado</u>	<u>2023</u>	<u>9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>
	<u>2024</u>	<u>9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>
	<u>2025</u>	<u>12</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>13</u>
<u>Connecticut</u>	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2025</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
<u>Delaware</u>	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2024</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2025</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>District of Columbia</u>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Florida</u>	<u>2023</u>	<u>26</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>29</u>
	<u>2024</u>	<u>29</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>30</u>
	<u>2025</u>	<u>30</u>	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>33</u>
<u>Georgia</u>	<u>2023</u>	<u>5</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
	<u>2024</u>	<u>7</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>
	<u>2025</u>	<u>11</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by Franchisor</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at End of Year</u>
<u>Hawaii</u>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Illinois</u>	<u>2023</u>	<u>13</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>14</u>
	<u>2024</u>	<u>14</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>13</u>
	<u>2025</u>	<u>13</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>15</u>
<u>Indiana</u>	<u>2023</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2024</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2025</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Iowa</u>	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Kentucky</u>	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Louisiana</u>	<u>2023</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2025</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
<u>Maine</u>	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Maryland</u>	<u>2023</u>	<u>9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>
	<u>2024</u>	<u>9</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10</u>
	<u>2025</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10</u>
<u>Massachusetts</u>	<u>2023</u>	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
	<u>2024</u>	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
	<u>2025</u>	<u>7</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>
<u>Michigan</u>	<u>2023</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
	<u>2024</u>	<u>4</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	<u>2025</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
<u>Minnesota</u>	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2025</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
<u>Mississippi</u>	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by Franchisor</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at End of Year</u>
<u>Missouri</u>	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>
	<u>2024</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2025</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Nebraska</u>	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Nevada</u>	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>New Hampshire</u>	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
<u>New Jersey</u>	<u>2023</u>	<u>19</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>18</u>
	<u>2024</u>	<u>18</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>19</u>
	<u>2025</u>	<u>19</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>19</u>
<u>New York</u>	<u>2023</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>
	<u>2024</u>	<u>8</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10</u>
	<u>2025</u>	<u>10</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
<u>North Carolina</u>	<u>2023</u>	<u>11</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
	<u>2024</u>	<u>12</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>14</u>
	<u>2025</u>	<u>14</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>15</u>
<u>Ohio</u>	<u>2023</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
	<u>2024</u>	<u>6</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
	<u>2025</u>	<u>7</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>
<u>Oklahoma</u>	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2024</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2025</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
<u>Oregon</u>	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2025</u>	<u>3</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
<u>Pennsylvania</u>	<u>2023</u>	<u>11</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>13</u>
	<u>2024</u>	<u>13</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>14</u>
	<u>2025</u>	<u>14</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>16</u>
<u>Puerto Rico</u>	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by Franchisor</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at End of Year</u>
<u>South Carolina</u>	<u>2023</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
	<u>2024</u>	<u>4</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	<u>2025</u>	<u>5</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
<u>South Dakota</u>	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Tennessee</u>	<u>2023</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	<u>2024</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	<u>2025</u>	<u>5</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
<u>Texas</u>	<u>2023</u>	<u>26</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>29</u>
	<u>2024</u>	<u>29</u>	<u>7</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>34</u>
	<u>2025</u>	<u>34</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>37</u>
<u>Utah</u>	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Vermont</u>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Virginia</u>	<u>2023</u>	<u>9</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10</u>
	<u>2024</u>	<u>10</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
	<u>2025</u>	<u>12</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>14</u>
<u>Washington</u>	<u>2023</u>	<u>8</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>
	<u>2024</u>	<u>9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>
	<u>2025</u>	<u>9</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10</u>
<u>Wisconsin</u>	<u>2023</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	<u>2024</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	<u>2025</u>	<u>5</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>5</u>
<b><u>Total U.S.</u></b>	<b><u>2023</u></b>	<b><u>265</u></b>	<b><u>20</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>4</u></b>	<b><u>281</u></b>
	<b><u>2024</u></b>	<b><u>281</u></b>	<b><u>34</u></b>	<b><u>0</u></b>	<b><u>2</u></b>	<b><u>0</u></b>	<b><u>3</u></b>	<b><u>310</u></b>
	<b><u>2025</u></b>	<b><u>310</u></b>	<b><u>41</u></b>	<b><u>0</u></b>	<b><u>1</u></b>	<b><u>0</u></b>	<b><u>7</u></b>	<b><u>343</u></b>
<u>International Canada</u>	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<b><u>Total System-Wide</u></b>	<b><u>2023</u></b>	<b><u>266</u></b>	<b><u>20</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>4</u></b>	<b><u>282</u></b>
	<b><u>2024</u></b>	<b><u>282</u></b>	<b><u>34</u></b>	<b><u>0</u></b>	<b><u>2</u></b>	<b><u>0</u></b>	<b><u>3</u></b>	<b><u>311</u></b>
	<b><u>2025</u></b>	<b><u>311</u></b>	<b><u>41</u></b>	<b><u>0</u></b>	<b><u>1</u></b>	<b><u>0</u></b>	<b><u>7</u></b>	<b><u>344</u></b>

**[Table No. 4]**  
**Status of Company-Owned Outlets For Years 2023, 2024 and 2025**

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Outlets Reacquired from Franchisees</u>	<u>Outlets Closed</u>	<u>Outlets Sold to Franchisees</u>	<u>Outlets at End of Year</u>
<b>Totals</b>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**[Table No. 5]**  
**Projected Openings as of December 31, 2025**

<u>State</u>	<u>Franchise Agreements Signed But Outlet Not Opened</u>	<u>Projected New Franchised Outlets in the Next Fiscal Year (2026)</u>	<u>Projected New Company-Owned Outlets in the Next Fiscal Year (2026)</u>
<u>Alabama</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>California</u>	<u>1</u>	<u>4</u>	<u>0</u>
<u>Colorado</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>Connecticut</u>	<u>1</u>	<u>1</u>	<u>0</u>
<u>Florida</u>	<u>0</u>	<u>3</u>	<u>0</u>
<u>Georgia</u>	<u>2</u>	<u>2</u>	<u>0</u>
<u>Illinois</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>Iowa</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Kentucky</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>Louisiana</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Maryland</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>Michigan</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>Minnesota</u>	<u>1</u>	<u>1</u>	<u>0</u>
<u>Nebraska</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Nevada</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>New Hampshire</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>New Jersey</u>	<u>0</u>	<u>3</u>	<u>0</u>
<u>New York</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>North Carolina</u>	<u>0</u>	<u>3</u>	<u>0</u>
<u>Ohio</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>Oklahoma</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Pennsylvania</u>	<u>0</u>	<u>3</u>	<u>0</u>
<u>Tennessee</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>Texas</u>	<u>0</u>	<u>3</u>	<u>0</u>
<u>Utah</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>Vermont</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Virginia</u>	<u>0</u>	<u>3</u>	<u>0</u>
<u>Washington</u>	<u>0</u>	<u>2</u>	<u>0</u>
<b>Totals</b>	<b><u>5</u></b>	<b><u>46</u></b>	<b><u>0</u></b>

## Current Franchise Owners

The following is a list of all franchise owners, addresses, and telephone numbers that are open and operating as of December 31, 2024<sup>5</sup>:

NAME	TLI#	ADDRESS	CITY	ZIP	TELEPHONE
<b>Alabama:</b>					
Mark & Pam Guyther	60104	300 Cahaba Park Circle, Suite 111	Birmingham	35242	(205) 783-1090
Angela & Randall Wilson	60101	201 Gordon Drive SE, Unit 104	Decatur	35601	(256) 502-5750
Eva & Lee Faireloth	60102	1110 Montlimar Drive, Suite 285	Mobile	36609	(251) 279-0956
Larry Anderson	60103	500 Interstate Park Drive, Suite 532	Montgomery	36109	(334) 721-0300
<b>Arizona:</b>					
Rebecca & Joseph Shope	60311	1256 W. Chandler Blvd., Suite 31	Chandler	85224	(480) 407-4611
Rob Fallows	60313	625 W. Southern Ave. Suite 255	Mesa	85210	(602) 466-6207
Rob Fallows	60306	20 E. Thomas Rd. Suite 2200	Phoenix	85012	(602) 254-5558
Rob Fallows	60302	2730 W. Agua Fria Freeway, #202	Phoenix	85027	(602) 346-2750
Manmohan Singh & Amardeep Kaur	60315	7301 N. 16 <sup>th</sup> Street	Phoenix	85020	(602) 892-4032
Rob Fallows	60316	3039 West Peoria Ave., Suite 102-230	Phoenix	85051	(602) 346-2750
Rob Fallows	60308	7760 E. State Route 69, Suite C5-343	Prescott Valley	86314	(928) 910-8900
Manmohan Singh & Amardeep Kaur	60307	8687 Via de Ventura, Ste. 301	Scottsdale	85258	(480) 360-4005
Manmohan Singh & Amardeep Kaur	60314	7150 E. Camelback Rd, Suite 444	Scottsdale	85251	(888) 369-9757
Rob Fallows	60309	13794 W. Waddell Rd, Suite 203—212	Surprise	85379	(623) 219-4240
Rob Fallows	60312	1430 W. Broadway Rd. #107	Tempe	85282	(602) 466-6206
<b>Arkansas:</b>					
Scott Nelson	60401	2802 E. Battlefield Blvd.	Bentonville	72712	(479) 202-0019
<b>California:</b>					
Paul Behrman	60545	2166 W. Broadway, Suite 210	Anaheim	92804	(657) 207-5412
Justin & Amy Tsui	60533	20 E. Foothill	Arcadia	91006	(626) 381-9983
Paul Behrman & Nadezda Pukhov	60535	17901 Pioneer Blvd., Suite L#102	Artesia	90701	(562) 263-9688
Walter & Vicki Edmondson	60511	901 Campisi Way, #370	Campbell	95008	(408) 559-8548
Gene Fong	60542	5800 S. Eastern Ave Suite 536	Commerce	90040	(323) 447-8796
Gary & Gwen Connolly	60534	5167 Clayton Rd, Suite B	Concord	94521	(925) 529-4500
Thomas Van Nunen	60554	1322 E. Shaw Ave., Suite 360	Fresno	93710	(559) 475-6560
Paul Behrman & Nadezda Pukhov	60526	8583 Irvine Center Dr., Ste. 394	Irvine	92618	(949) 215-7629
Vesselin Zlatev & Penka Zlateva	60557	23441 S. Pointe Drive, Suite 280	Laguna Hills	92653	(949) 593-1002
Paul Behrman & Nadezda Pukhov	60525	22511 Aspan Street, Suite F	Lake Forest	92630	(949) 215-7628
Josh & Ellen Mendel	60531	111 N. Sepulveda Blvd., #250	Manhattan Beh.	90266	(424) 252-2015
Lewis & Victoria Knapp	60515	825 Oak Grove Ave., #204	Menlo Park	94025	(650) 763-3333
Paul Behrman & Nadezda Pukhov	60504	27525 Puerta Real, Suite 318	Mission Viejo	92804	(949) 784-0377
Ryan & Gina Mann	60508	883 N. Shoreline Blvd., Suite B110	Mountain View	94043	(650) 336-7500
Allen & Janet Licitra	60532	41197 Golden Gate Circle, Suite 204	Murrieta	92562	(951) 404-5800
Justin & Amy Tsui	60509	46 N. Mentor Ave	Pasadena	91101	(626) 381-9983
Todd & Ruth Tolly	60549	755 Baywood Drive, 2 <sup>nd</sup> Floor	Petaluma	94954	(707) 596-6002
Dave & Wendy Thompson	60536	4695 Chabot Drive, Suite 200	Pleasanton	94588	(925) 261-3928
Mohamed Felo & Kathryn Teal	60555	10535 Foothill Blvd., Suite 405	Rancho Cucamonga	91730	(909) 803-6003
Mussa Khair & Khedija Hagos	60551	1280 Palmyrita Ave., Suite C	Riverside	92507	(951) 777-2100

NAME	TLI#	ADDRESS	CITY	ZIP	TELEPHONE
Raju Kotagiri	60558		Roseville		
Raju Kotagiri	60559		North Highlands		
Raju Kotagiri	60528	3800 Watt Ave., Suite 275140	Sacramento	95821	(916) 727-6060
Raju Kotagiri	60530	428 J Street, 4 <sup>th</sup> Floor	Sacramento	95814	(916) 877-6060
Raju Kotagiri	60547	2450 Venture Oaks Way, Suite 200	Sacramento	95833	(916) 702-6060
Michael Schwartz	60521	9089 Clairemont Mesa Blvd., #105	San Diego	92123	(858) 264-4677
Megan Winkler	60553	2725 Congress Street, Suite 2F	San Diego	92110	(619) 382-3100
James & Ann Chuong	60548	440 S. Cataract Ave., Unit K	San Dimas	91773	(909) 753-0377
Yanfang Lu & Johan Erikson	60537	44 Tehama Street	San Francisco	94105	(415) 795-9872
Charu Mungale	60540	3031 Tisch Way, 110 Plaza West	San Jose	95128	(408) 754-3830
Charu Mungale	60541	177 Park Avenue Suite 200	San Jose	95113	(408) 754-3832
Todd & Ruth Tolly	60550	4040 Civic Center Drive, Suite 200	San Rafael	94903	(415) 599-3405
Dave & Wendy Thompson	60513	3130 Crow Canyon Place, Suite 250	San Ramon	94583	(925) 380-6038
Paul Behrman & Nadezda Pukhova	60527	1900 N. Bristol C449	Santa Ana	92700	(949) 215-2581
Charu Mungale	60507	3140 De Le Cruz Blvd. #200-50	Santa Clara	95054	(925) 380-6038
Kevin & Rebecca Renfro	60556	833 Knudsen Way	Santa Maria	93458	(805) 534-8548
Todd & Ruth Tolly	60510	2455 Bennett Valley Rd., #C-214	Santa Rosa	95404	(707) 293-9525
Todd & Ruth Tolly	60516	2455 Bennett Valley Rd., #C-214	Santa Rosa	95404	(707) 249-9525
Ryan & Gina Mann	60514	145 N. Wolfe St.	Sunnyvale	94086	(650) 336-7500
Josh & Ellen Mendel	60524	357 Van Ness Way #208	Torrance	90501	(424) 252-2016
Lou & Helen Fournier	60538	28368 Constellation Rd. #398 Suite 211	Valencia	91355	(661) 425-0255
RJ Ruggiero	60512	9021 Melrose Ave., #201	W. Hollywood	90069	(310) 385-8548
Arti Dutt, Amit Gupta	60520	5850 Canoga Ave., 4 <sup>th</sup> Floor	Woodland Hills	91367	(818) 514-9060
<b>Colorado:</b>					
Shawn & Dan McArthur	60611	14211 E. 4 <sup>th</sup> Avenue, Suite 3-250	Aurora	80011	(720) 650-4142
Mark & Darla Searls	60604	4845 Pearl E. Circle, Suite 101	Boulder	80301	(720) 449-3379
Heather Pelton & Alex Porter	60614	7500 E. Arapahoe Road, Unit 265	Centennial	80112	(720) 465-5828
Charles Cunningham	60602	6835 Corporate Drive, Suite 200	Colorado Springs	80919	(719) 623-4008
Charles Cunningham	60613	1755 Telstar Drive, Suite 300	Colorado Springs	80920	(719) 413-4994
Shawn & Dan McArthur	60608	450 W. 14 <sup>th</sup> Ave. #40744	Denver	80204	(720) 617-2210
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Shawn & Dan McArthur	60610	1400 S. Colorado Blvd., Suite 350	Denver	80237	(720) 650-4144
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Jesus & Wilma Gonzalez	64320	16601 Blanco Rd, Suite 202	San Antonio	78232	(210) 742 8210
Marina & Pasha Grizik	64333	14526 Jones Maltsberger Rd., Suite 214	San Antonio	78247	(210) 615 9294
Matt & Lana Matthews	64339	9862 Lorene Lane, Suite 203	San Antonio	78216	(210) 900 4605
Matt & Lana Matthews	64340	7550 W. Interstate 10, Suite 800-060	San Antonio	78229	(210) 900 4454
Roma & Paras Desai	64308	12946 Dairy Ashford Drive, Suite 470	Sugar Land	77478	(281) 201 1798
Jamie Jones	64345	14011 Park Ave., Suite 103	Tomball	77377	(346) 601 3805
<b>Utah:</b>					
Jack & Toni Perkins and Gary & Suzanne Allen	64404	439 E. 1000 S.	Pleasant Grove	84062	(385) 330 1830
<b>Vermont:</b>					
Mark Hannon	64501	26 N. Main Street, Suite 3	Waterbury	05676	(802) 806 6880
<b>Virginia:</b>					
Hjenna & Akinola Aluko	62014	4001 North Ninth Street, Suite 106	Arlington	22203	(703) 977 6550
Alan Abbott	64611	105 Duncan St., Suite 302	Ashland	23005	(804) 554 1400
Ken & Pamela Blackwell	64616	4000 Legato Road	Fairfax	22033	(571) 758 5911
Woo Yun	64617	10304 Eaton Place, Suite 100	Fairfax	22030	(571) 459 1302
Woo Yun	64618	8550 Route 29 #225	Fairfax	22031	(571) 459 1300
Craig Green	64612	503 Carlisle Drive, Suite 125 E	Herndon	20170	(571) 685 8760
Ken & Pamela Blackwell	64614	10432 Balls Ford Rd, Suite 300	Manassas	20109	(571) 758 5911
Craig Green	64613	1640 Boro Place	McLean	22102	(571) 685 8762
Kyle Temple	64615	9601 Gayton Road, Suite 101	Richmond	23238	(804) 544 9500
R. Cory Boxall	64605	43720 Trade Center Place, Suite 160	Sterling	20166	(703) 777 3551
Robert Moore	64609	425 Washington Street, Suite 4	Suffolk	23434	(757) 942 1652
Ken & Pamela Blackwell	64610	200 Aviation Drive	Winchester	22602	(540) 592 1058

<u>NAME</u>	<u>TLI#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>TELEPHONE</u>
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Regi John	64705	1750 112 <sup>th</sup> Ave., Suite D-149	Bellevue	98004	(425) 484-0480
Michael & Janet Hlavaty-LaPosa	64707	22722 29 <sup>th</sup> Drive SE, Ste. 100	Bothell	98021	(206) 586-8100
Ashwin Muthuvenkataraman	64712	10605 SE 240 <sup>th</sup> Street #352	Kent	98031	(206) 586-8810
Regi John	64706	11335 NE 122nd Way, Ste. 104	Kirkland	98035	(425) 999-3030
Michael & Janet Hlavaty-LaPosa	64708	6912 220 <sup>th</sup> Street, Suite 202	Mountlake-Terrace	98043	(425) 697-9708
Ashwin Muthuvenkataraman	64711	15 South Grady, Suite 305	Renton	98057	(253) 289-3990
Keith & Shelly Wilson	64713	501 N. Riverpoint Blvd., Suite 112	Spokane	99202	(509) 401-4470
Divya Jain	64710	1104 Main Street, Suite 216	Vancouver	98660	(360) 334-7755
Tom Sims	64714	4727 44 <sup>th</sup> Ave. SW, Suite 207C	West Seattle	98116	(253) 369-0909
<b>Wisconsin:</b>					
Kirk & Lisa Gramoll	64902	W175 N 11081 Stonewood Dr., #102	Germantown	53022	(262) 834-6207
Tamara & Craig Breit	64901	804 W. Frontier Road	Little Suamico	54141	(920) 393-9496
Jeremy Mason	64905	621 North Sherman Avenue, Suite B8	Madison	53704	(608) 504-2665
Lynette Arnhart	64709	850 Hwy 153, Suite B	Mosinee	54455	(715) 841-9070
Kirk & Lisa Gramoll	64903	N19W24400 Riverwood Dr. Suite 350	Waukesha	53188	(262) 502-1283

<b>INTERNATIONAL</b>					
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Alex & Anna Lachine	67001	8171 Yonge St., #141, Thornhill	Ontario	L3T 2C6	(905) 488-9045
<b>Alabama:</b>					
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Angela & Randall Wilson	60101	201 Gordon Drive SE, Unit 104	Decatur	35601	(256) 502-5750
Eva & Lee Faircloth	60102	1110 Montlimar Drive, Suite 285	Mobile	36609	(251) 279-0956
Larry Anderson	60103	500 Interstate Park Drive, Suite 532	Montgomery	36109	(334) 721-0300
<b>Arizona:</b>					
Rebecca & Joseph Shope	60311	1256 W. Chandler Blvd., Suite 31	Chandler	85224	(480) 407-4611
Rob Fallows	60313	625 W. Southern Ave. Suite 255	Mesa	85210	(602) 466-6207
Rob Fallows	60306	20 E. Thomas Rd. Suite 2200	Phoenix	85012	(602) 254-5558
Rob Fallows	60302	2730 W. Agua Fria Freeway #202	Phoenix	85027	(602) 346-2750
Manmohan Singh & Amardeep Kaur	60315	7301 N. 16 <sup>th</sup> Street	Phoenix	85020	(602) 892-4032
Rob Fallows	60316	3039 West Peoria Ave., Suite 102-230	Phoenix	85051	(602) 346-2750
Rob Fallows	60308	7760 E. State Route 69, Suite C5-343	Prescott Valley	86314	(928) 910-8900
Manmohan Singh & Amardeep Kaur	60307	8687 Via de Ventura, Ste. 301	Scottsdale	85258	(480) 360-4005
Manmohan Singh & Amardeep Kaur	60314	7150 E. Camelback Rd, Suite 444	Scottsdale	85251	(888) 369-9757
Rob Fallows	60309	13794 W. Waddell Rd, Suite 203 – 212	Surprise	85379	(623) 219-4240
Rob Fallows	60312	1414 W. Broadway #142	Tempe	85281	(602) 466-6206
<b>Arkansas:</b>					
Jon & Liza Wright	60403	1520 Riverfront Drive, Suite A	Little Rock	72202	(501) 248-8548
<b>California:</b>					
Paul Behrman & Nadezda Pukhova	60545	2166 W. Broadway, Suite 210	Anaheim	92804	(657) 207-5412
Justin & Amy Tsui	60533	20 E. Foothill	Arcadia	91006	(626) 381-9983
Paul Behrman & Nadezda Pukhova	60535	17901 Pioneer Blvd., Suite L#102	Artesia	90701	(562) 263-9688

<u>Walter &amp; Vicki Edmondson</u>	<u>60511</u>	<u>901 Campisi Way #370</u>	<u>Campbell</u>	<u>95008</u>	<u>(408) 559-8548</u>
<u>Gene Fong</u>	<u>60542</u>	<u>5800 S. Eastern Ave., Suite 536</u>	<u>Commerce</u>	<u>90040</u>	<u>(323) 447-8796</u>
<u>Gary &amp; Gwen Connolly</u>	<u>60534</u>	<u>1390 Willow Pass Road, Suite 420</u>	<u>Concord</u>	<u>94520</u>	<u>(925) 529-4500</u>
<u>Raju Kotagiri</u>	<u>60559</u>	<u>101 Parkshore Drive, Suite 100</u>	<u>Folsom</u>	<u>95630</u>	<u>(916) 579-6060</u>
<u>Thomas Van Nunen</u>	<u>60554</u>	<u>1322 E. Shaw Ave., Suite 360</u>	<u>Fresno</u>	<u>93710</u>	<u>(559) 475-6560</u>
<u>Paul Behrman &amp; Nadezda Pukhova</u>	<u>60526</u>	<u>8583 Irvine Center Dr., Suite 394</u>	<u>Irvine</u>	<u>92618</u>	<u>(949) 215-7629</u>
<u>Vesselin Zlatev &amp; Penka Zlateva</u>	<u>60557</u>	<u>23441 S. Pointe Drive, Suite 280</u>	<u>Laguna Hills</u>	<u>92653</u>	<u>(949) 593-1002</u>
<u>Paul Behrman &amp; Nadezda Pukhova</u>	<u>60525</u>	<u>22511 Aspan Street, Suite F</u>	<u>Lake Forest</u>	<u>92630</u>	<u>(949) 215-7628</u>
<u>Josh &amp; Ellen Mendel</u>	<u>60531</u>	<u>111 N. Sepulveda Blvd., #250</u>	<u>Manhattan Bch.</u>	<u>90266</u>	<u>(424) 252-2015</u>
<u>Ryan &amp; Gina Mann</u>	<u>60515</u>	<u>825 Oak Grove Ave., #204</u>	<u>Menlo Park</u>	<u>94025</u>	<u>(650) 763-3333</u>
<u>Paul Behrman &amp; Nadezda Pukhova</u>	<u>60504</u>	<u>27525 Puerta Real, Suite 318</u>	<u>Mission Viejo</u>	<u>92804</u>	<u>(949) 784-0377</u>
<u>Ryan &amp; Gina Mann</u>	<u>60508</u>	<u>883 N. Shoreline Blvd., Suite B110</u>	<u>Mountain View</u>	<u>94043</u>	<u>(650) 336-7500</u>
<u>Allen &amp; Janet Licitra</u>	<u>60532</u>	<u>41197 Golden Gate Circle, Suite 204</u>	<u>Murrieta</u>	<u>92562</u>	<u>(951) 404-5800</u>
<u>David &amp; Modupeola Akinsanya</u>	<u>60560</u>	<u>614 Grand Ave., Suite 322</u>	<u>Oakland</u>	<u>94610</u>	<u>(510) 389-0330</u>
<u>Erik &amp; Rebecca Carcamo</u>	<u>60562</u>	<u>51 Moraga Way, Suite 8</u>	<u>Orinda</u>	<u>94563</u>	<u>(510) 646-1003</u>

<u>NAME</u>	<u>TLI#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>TELEPHONE</u>
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<u>Todd &amp; Ruth Tolly</u>	<u>60549</u>	<u>755 Baywood Drive, 2<sup>nd</sup> Floor</u>	<u>Petaluma</u>	<u>94954</u>	<u>(707) 596-6002</u>
<u>Dave &amp; Wendy Thompson</u>	<u>60536</u>	<u>4695 Chabot Drive, Suite 200</u>	<u>Pleasanton</u>	<u>94588</u>	<u>(925) 261-3928</u>
<u>Mohamed Felo &amp; Kathryn Teal</u>	<u>60555</u>	<u>10535 Foothill Blvd., Suite 405</u>	<u>Rancho Cucamonga</u>	<u>91730</u>	<u>(909) 803-6003</u>
<u>Azita Rashed &amp; Ramin Naimi</u>	<u>60564</u>		<u>Redwood City</u>		
<u>Mussa Khair &amp; Khedija Hagos</u>	<u>60551</u>	<u>1280 Palmyrita Ave., Suite C</u>	<u>Riverside</u>	<u>92507</u>	<u>(951) 777-2100</u>
<u>Raju Kotagiri</u>	<u>60558</u>	<u>2999 Douglas Blvd., Suite 180</u>	<u>Roseville</u>	<u>95661</u>	<u>(916) 727-6660</u>
<u>Raju Kotagiri</u>	<u>60528</u>	<u>3800 Watt Ave., Suite 275440</u>	<u>Sacramento</u>	<u>95821</u>	<u>(916) 727-6060</u>
<u>Raju Kotagiri</u>	<u>60530</u>	<u>428 J Street, 4<sup>th</sup> Floor</u>	<u>Sacramento</u>	<u>95814</u>	<u>(916) 877-6060</u>
<u>Raju Kotagiri</u>	<u>60547</u>	<u>2450 Venture Oaks Way, Suite 200</u>	<u>Sacramento</u>	<u>95833</u>	<u>(916) 702-6060</u>
<u>Michael Schwartz</u>	<u>60521</u>	<u>9089 Clairemont Mesa Blvd., #105</u>	<u>San Diego</u>	<u>92123</u>	<u>(858) 264-4677</u>
<u>Megan &amp; Robert Winkler</u>	<u>60553</u>	<u>2725 Congress Street, Suite 2F</u>	<u>San Diego</u>	<u>92110</u>	<u>(619) 382-3100</u>
<u>James &amp; Ann Chuong</u>	<u>60548</u>	<u>440 S. Cataract Ave., Unit K</u>	<u>San Dimas</u>	<u>91773</u>	<u>(909) 753-0377</u>
<u>Yanfang Lu &amp; Johan Erikson</u>	<u>60537</u>	<u>535 Mission Street, 14<sup>th</sup> Floor</u>	<u>San Francisco</u>	<u>94105</u>	<u>(415) 795-9872</u>
<u>Charu Mungale</u>	<u>60540</u>	<u>3031 Tisch Way, 110 Plaza West</u>	<u>San Jose</u>	<u>95128</u>	<u>(408) 754-3830</u>
<u>Charu Mungale</u>	<u>60541</u>	<u>177 Park Avenue Suite 200</u>	<u>San Jose</u>	<u>95113</u>	<u>(408) 754-3832</u>
<u>Todd &amp; Ruth Tolly</u>	<u>60550</u>	<u>4040 Civic Center Drive, Suite 200</u>	<u>San Rafael</u>	<u>94903</u>	<u>(415) 599-3405</u>
<u>Dave &amp; Wendy Thompson</u>	<u>60513</u>	<u>3130 Crow Canyon Place, Suite 250</u>	<u>San Ramon</u>	<u>94583</u>	<u>(925) 380-6038</u>
<u>Paul Behrman &amp; Nadezda Pukhova</u>	<u>60527</u>	<u>1900 N. Bristol C449</u>	<u>Santa Ana</u>	<u>92700</u>	<u>(949) 215-2581</u>
<u>Charu Mungale</u>	<u>60507</u>	<u>3140 De Le Cruz Blvd. #200-50</u>	<u>Santa Clara</u>	<u>95054</u>	<u>(925) 380-6038</u>
<u>Kevin &amp; Rebecca Renfro</u>	<u>60556</u>	<u>833 Knudsen Way</u>	<u>Santa Maria</u>	<u>93458</u>	<u>(805) 534-8548</u>
<u>Todd &amp; Ruth Tolly</u>	<u>60510</u>	<u>2455 Bennett Valley Rd., #C-214</u>	<u>Santa Rosa</u>	<u>95404</u>	<u>(707) 293-9525</u>
<u>Todd &amp; Ruth Tolly</u>	<u>60516</u>	<u>2455 Bennett Valley Rd., #C-214</u>	<u>Santa Rosa</u>	<u>95404</u>	<u>(707) 249-9525</u>
<u>Arti Dutt</u>	<u>60563</u>		<u>Simi Valley</u>		
<u>Ryan &amp; Gina Mann</u>	<u>60514</u>	<u>145 N. Wolfe St.</u>	<u>Sunnyvale</u>	<u>94086</u>	<u>(650) 336-7500</u>
<u>Josh &amp; Ellen Mendel</u>	<u>60524</u>	<u>357 Van Ness Way #208</u>	<u>Torrance</u>	<u>90501</u>	<u>(424) 252-2016</u>
<u>Lou &amp; Helen Fournier</u>	<u>60538</u>	<u>28368 Constellation Rd. #398 Suite 211</u>	<u>Valencia</u>	<u>91355</u>	<u>(661) 425-0255</u>
<u>RJ Ruggiero</u>	<u>60512</u>	<u>9021 Melrose Ave., #201</u>	<u>W. Hollywood</u>	<u>90069</u>	<u>(310) 385-8548</u>
<u>Arti Dutt, Amit Gupta</u>	<u>60520</u>	<u>5850 Canoga Ave., 4<sup>th</sup> Floor</u>	<u>Woodland Hills</u>	<u>91367</u>	<u>(818) 514-9060</u>

<u>NAME</u>	<u>TLI#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>TELEPHONE</u>
<b><u>Colorado:</u></b>					
<u>Shawn &amp; Dan McArthur</u>	<u>60611</u>	<u>14211 E. 4<sup>th</sup> Avenue, Suite 3-250</u>	<u>Aurora</u>	<u>80011</u>	<u>(720) 650-4142</u>
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<u>Heather Pelton &amp; Alex Porter</u>	<u>60614</u>	<u>7500 E. Arapahoe Road, Unit 265</u>	<u>Centennial</u>	<u>80112</u>	<u>(720) 465-5828</u>
<u>Charles Cunningham</u>	<u>60602</u>	<u>6835 Corporate Drive, Suite 200</u>	<u>Colorado Springs</u>	<u>80919</u>	<u>(719) 623-4008</u>
<u>Charles Cunningham</u>	<u>60613</u>	<u>1755 Telstar Drive, Suite 300</u>	<u>Colorado Springs</u>	<u>80920</u>	<u>(719) 413-4994</u>
<u>Shawn &amp; Dan McArthur</u>	<u>60608</u>	<u>450 W. 14<sup>th</sup> Ave. #40744</u>	<u>Denver</u>	<u>80204</u>	<u>(720) 617-2210</u>
<u>Shawn &amp; Dan McArthur</u>	<u>60609</u>	<u>44 Cook St, Suite 100</u>	<u>Denver</u>	<u>80206</u>	<u>(720) 612-2211</u>
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<u>Anthony Rodriguez &amp; Akiko Castillo</u>	<u>60615</u>	<u>730 W. Hampden Ave., Suite 300</u>	<u>Englewood</u>	<u>80110</u>	<u>(720) 303-7988</u>
<u>Jay &amp; Kelly Geiger</u>	<u>60616</u>	<u>8925 S. ridgeline Blvd., Suite 108</u>	<u>Highlands Ranch</u>	<u>80129</u>	<u>(720) 986-6780</u>
<u>Mark Vanata</u>	<u>60612</u>	<u>255 Weaver Park, Suite 200</u>	<u>Longmont</u>	<u>80503</u>	<u>(720) 927-5700</u>
<u>Kelli &amp; Anthony Vaughan</u>	<u>60618</u>	<u>6875 Sherman Street</u>	<u>Loveland</u>	<u>80538</u>	<u>(970) 877-8548</u>
<b><u>Connecticut:</u></b>					
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<u>Charles Weyhmiller</u>	<u>60804</u>	<u>1000 N. West St, Suite 1200</u>	<u>Wilmington</u>	<u>19801</u>	<u>(302) 446-4100</u>
<b><u>Florida:</u></b>					
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<u>Wayne &amp; Tracy Croushorn</u>	<u>60926</u>	<u>13770 58<sup>th</sup> St. N, Suite 308</u>	<u>Clearwater</u>	<u>33760</u>	<u>(727) 275-2752</u>
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<u>Juan Alvarado</u>	<u>60930</u>	<u>1450 Madruga Ave., Suite 204</u>	<u>Coral Gables</u>	<u>33146</u>	<u>(786) 558-0048</u>
<u>Tse Fungwong &amp; Li Huang</u>	<u>60944</u>	<u>440 NE 4<sup>th</sup> Ave., Suite 3</u>	<u>Fort Lauderdale</u>	<u>33301</u>	<u>(954) 375-7550</u>
<u>Robert &amp; Marguerite Roloff</u>	<u>60914</u>	<u>9961 Interstate Commerce Dr., Suite 110</u>	<u>Ft. Myers</u>	<u>33913</u>	<u>(239) 774-1603</u>
<u>Davilson &amp; Nicole Rodrigues &amp; Daniel Alvarado</u>	<u>60918</u>	<u>203 SW 3<sup>rd</sup> Avenue</u>	<u>Gainesville</u>	<u>32601</u>	<u>(352) 745-3993</u>
<u>Davilson &amp; Nicole Rodrigues &amp; Daniel Alvarado</u>	<u>60947</u>	<u>817 N. Main Street, Suite 103</u>	<u>Jacksonville</u>	<u>32202</u>	<u>(904) 544-7477</u>
<u>Davilson &amp; Nicole Rodrigues &amp; Daniel Alvarado</u>	<u>60948</u>		<u>Jacksonville NW</u>		
<u>Davilson &amp; Nicole Rodrigues &amp; Daniel Alvarado</u>	<u>60949</u>		<u>Jacksonville SW</u>		
<u>Long Hoang</u>	<u>60909</u>	<u>1540 International Pkwy., Ste. 2000 #6</u>	<u>Lake Mary</u>	<u>32746</u>	<u>(407) 330-0811</u>
<u>Ken Kumar</u>	<u>60943</u>	<u>4931 Van Dyke Road</u>	<u>Lutz</u>	<u>33558</u>	<u>(813) 804-1900</u>
<u>Darlene &amp; Mark Sam</u>	<u>60936</u>	<u>100 E. Sybelia Ave., Suite 305</u>	<u>Maitland</u>	<u>32751</u>	<u>(407) 548-1115</u>
<u>Scott &amp; Melissa Wiles</u>	<u>60931</u>	<u>2087 Sarno Road, Suite 100</u>	<u>Melbourne</u>	<u>32935</u>	<u>(321) 608-0481</u>
<u>Guido Candiani</u>	<u>60942</u>	<u>1700 SW 57<sup>th</sup> Ave., Unit #222</u>	<u>Miami</u>	<u>33155</u>	<u>(305) 363-4655</u>

<u>NAME</u>	<u>TLI#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>TELEPHONE</u>
<u>Scott Daniels</u>	<u>60911</u>	<u>1016 Collier Way #101</u>	<u>Naples</u>	<u>34110</u>	<u>(239) 288-0531</u>
<u>Daniela &amp; Federico Hansen</u>	<u>60937</u>	<u>721 US Hwy 1, Suite 217</u>	<u>Palm Beach</u>	<u>33408</u>	<u>(561) 645-7178</u>
<u>R. Anthony (Tony) Lee</u>	<u>60927</u>	<u>1550 Creighton Rd, Suite 1</u>	<u>Pensacola</u>	<u>32504</u>	<u>(850) 427-2070</u>
<u>Scott Daniels</u>	<u>60922</u>	<u>202 N. Rhodes Ave., #101</u>	<u>Sarasota</u>	<u>34237</u>	<u>(941) 548-9388</u>
<u>Scott Daniels</u>	<u>60923</u>	<u>6151 Lake Osprey Drive</u>	<u>Sarasota</u>	<u>34240</u>	<u>(941) 444-2154</u>
<u>Pratik Roychoudhury</u>	<u>60919</u>	<u>735 Arlington Ave. N, Suite 306</u>	<u>St. Petersburg</u>	<u>33701</u>	<u>(727) 873-0373</u>
<u>Frank Fender</u>	<u>60921</u>	<u>300 Colorado Ave., 210</u>	<u>Stuart</u>	<u>34994</u>	<u>(772) 266-3111</u>
<u>Gerard &amp; Brigitte Soller</u>	<u>60932</u>	<u>4023 N. Armenia Ave., Suite 210</u>	<u>Tampa</u>	<u>33607</u>	<u>(813) 596-5420</u>
<u>Pramon Bastian &amp; Anjali Gill</u>	<u>60939</u>	<u>2807 W. Busch Blvd., Suite 120</u>	<u>Tampa</u>	<u>33618</u>	<u>(813) 712-3450</u>
<u>Pratik Roychoudhury</u>	<u>60945</u>	<u>3690 W. Gandy Blvd., Box 422</u>	<u>Tampa</u>	<u>60945</u>	<u>(813) 725-3070</u>
<u>Pratik Roychoudhury</u>	<u>60946</u>	<u>107 N. 11<sup>th</sup> Street, Suite 415</u>	<u>Tampa</u>	<u>33602</u>	<u>(656) 258-0044</u>
<u>Pratik Roychoudhury</u>	<u>60951</u>	<u>1211 Tech Blvd., Suite 151</u>	<u>Tampa</u>	<u>33691</u>	<u>(813) 603-1000</u>
<u>Wayne &amp; Tracy Croushorn</u>	<u>60929</u>	<u>1501 S. Pinellas Ave., Suite D</u>	<u>Tarpon Springs</u>	<u>34689</u>	<u>(727) 819-4900</u>
<u>Pramon Bastian &amp; Anjali Gill</u>	<u>60940</u>	<u>P.O. Box 291383</u>	<u>Temple Terrace</u>	<u>33687</u>	<u>(813) 712-3451</u>
<u>Scott &amp; Melissa Wiles</u>	<u>60938</u>	<u>601 21<sup>st</sup> Street, Suite 300</u>	<u>Vero Beach</u>	<u>32960</u>	<u>(772) 999-6199</u>
<u>Wayne &amp; Tracy Croushorn</u>	<u>60950</u>		<u>Westchase</u>		
<u>James &amp; JoAnn Gusewelle</u>	<u>60925</u>	<u>611 N. Wymore Rd., Suite 221</u>	<u>Winter Park</u>	<u>32789</u>	<u>(407) 907-6616</u>
<u>Davilson &amp; Nicole Rodrigues &amp; Daniel Alvarado</u>	<u>60928</u>	<u>603 Cleveland Avenue</u>	<u>Wildwood</u>	<u>34785</u>	<u>(352) 775-1900</u>
<b><u>Georgia:</u></b>					
<u>Richard Higgins</u>	<u>61005</u>	<u>4038 Flowers Road, Suite 300</u>	<u>Atlanta</u>	<u>30360</u>	<u>(770) 847-9611</u>
<u>Richard Higgins</u>	<u>61012</u>	<u>6595 Roswell Road, Suite G2160</u>	<u>Atlanta</u>	<u>30328</u>	<u>(470) 866-6268</u>
<u>Richard Higgins</u>	<u>61013</u>	<u>3343 Peachtree Rd. NE, Suite 180 #A2080</u>	<u>Atlanta</u>	<u>30326</u>	<u>(770) 847-9611</u>
<u>Richard Higgins</u>	<u>61011</u>	<u>1954 Airport Road, Unit 773</u>	<u>Atlanta</u>	<u>30341</u>	<u>(470) 866-6269</u>
<u>Howard Page</u>	<u>61007</u>	<u>695 Pylant Street NE</u>	<u>Atlanta</u>	<u>30306</u>	<u>(770) 450-0910</u>
<u>Brandon Dahl</u>	<u>61016</u>	<u>1 Baltimore Place NW, Suite 110</u>	<u>Atlanta</u>	<u>30308</u>	<u>(404) 445-4600</u>
<u>Steve &amp; Pamela Anderson</u>	<u>61009</u>	<u>5460 McGinnis Village Place, Suite 102</u>	<u>Alpharetta</u>	<u>30005</u>	<u>(770) 299-3779</u>
<u>Richard Higgins</u>	<u>61014</u>		<u>Decatur</u>		<u>(470) 866-6270</u>
<u>Hongyu Wang</u>	<u>61015</u>	<u>3331 N. Berkeley Lake Road, Suite 110</u>	<u>Duluth</u>	<u>30096</u>	<u>(770) 341-2010</u>
<u>Candice &amp; William Dicker</u>	<u>61010</u>	<u>2440 Sandy Plains Rd., Bldg. 20, Ste 300</u>	<u>Marietta</u>	<u>30066</u>	<u>(470) 220-5805</u>
<u>Ruth Levy &amp; David Lombrozo</u>	<u>61002</u>	<u>555 San Valley Road, Suite E-3</u>	<u>Roswell</u>	<u>30075</u>	<u>(770) 993-5428</u>

<u>NAME</u>	<u>TLI#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>TELEPHONE</u>
<b><u>Illinois:</u></b>					
<u>Steven &amp; Jamie McGlumphy</u>	<u>61316</u>	<u>75 Executive Drive, Suite 333</u>	<u>Aurora</u>	<u>60504</u>	<u>(630) 239-1002</u>
<u>Chris Oliver</u>	<u>61315</u>	<u>1332 N. Halsted, Suite 401</u>	<u>Chicago</u>	<u>60642</u>	<u>(773) 896-0900</u>
<u>Carsten Grieger</u>	<u>61313</u>	<u>1020 N. Milwaukee Ave., Suite 124</u>	<u>Deerfield</u>	<u>60015</u>	<u>(224)-296-2255</u>
<u>Erik &amp; Tiffany Person</u>	<u>61308</u>	<u>900 Ogden Avenue</u>	<u>Downers Grove</u>	<u>60515</u>	<u>(630) 672-8700</u>
<u>Manny &amp; Cecily McKnight</u>	<u>61317</u>	<u>2250 Point Blvd., Suite 345</u>	<u>Elgin</u>	<u>60123</u>	<u>(309) 792-0411</u>
<u>Margi Katwala &amp; Samarth Patel</u>	<u>61319</u>	<u>960 IL Route 22, Suite 204</u>	<u>Fox River Grove</u>	<u>60021</u>	<u>(847) 449-6081</u>
<u>Kiel Engstrom</u>	<u>61318</u>	<u>1515 5<sup>th</sup> Ave., Suite 422</u>	<u>Moline</u>	<u>61265</u>	<u>(309) 730-1900</u>
<u>Erik &amp; Tiffany Person</u>	<u>61307</u>	<u>50 S. Main Street, Suite 200</u>	<u>Naperville</u>	<u>60563</u>	<u>(630) 672-8700</u>
<u>Jaimini &amp; Mayank Patel</u>	<u>61312</u>	<u>5940 W. Touhy Avenue Suite 140</u>	<u>Niles</u>	<u>60714</u>	<u>(847) 616-8400</u>
<u>Erik &amp; Tiffany Person</u>	<u>61304</u>	<u>1363 Shermer Road #331</u>	<u>Northbrook</u>	<u>60062</u>	<u>(847) 461-3800</u>
<u>Erik &amp; Tiffany Person</u>	<u>61306</u>	<u>2021 Midwest Rd., Ste. 200</u>	<u>Oak Brook</u>	<u>60523</u>	<u>(630) 216-4800</u>
<u>Brian Jones</u>	<u>61311</u>	<u>4544 W. 103<sup>rd</sup> Street Suite 2NW</u>	<u>Oak Lawn</u>	<u>60453</u>	<u>(708) 553-0600</u>
<u>Erik &amp; Tiffany Person</u>	<u>61303</u>	<u>15774 S. LaGrange Rd., #221</u>	<u>Orland Park</u>	<u>60462</u>	<u>(708) 942-4266</u>
<u>Erik &amp; Tiffany Person</u>	<u>61302</u>	<u>271 E. Helen Road</u>	<u>Palatine</u>	<u>60067</u>	<u>(847) 925-8400</u>
<u>Erik &amp; Tiffany Person</u>	<u>61305</u>	<u>5600 N. River Road #800</u>	<u>Rosemont</u>	<u>60018</u>	<u>(708) 617-2004</u>
<b><u>Indiana:</u></b>					
<u>Lezlie &amp; Brett Richards</u>	<u>61402</u>	<u>3209 Smith Valley Road, #214</u>	<u>Greenwood</u>	<u>46142</u>	<u>(317) 677-4722</u>
<u>Bill &amp; Diana Ross</u>	<u>61404</u>	<u>6515 E. 82<sup>nd</sup> Street, Suite 108</u>	<u>Indianapolis</u>	<u>46250</u>	<u>(317) 795-0026</u>
<b><u>Iowa:</u></b>					
<u>Eric Summers</u>	<u>61501</u>	<u>2401 SE Tones Drive, Suite 8</u>	<u>Ankeny</u>	<u>50021</u>	<u>(515) 318-7411</u>
<b><u>Kentucky:</u></b>					
<u>Paul Cox</u>	<u>61702</u>	<u>308 Evergreen Road, Suite 240A</u>	<u>Louisville</u>	<u>40243</u>	<u>(502) 333-9833</u>
<b><u>Louisiana:</u></b>					
<u>Jimmy Brown</u>	<u>61801</u>	<u>2001 W. Congress St.</u>	<u>Lafayette</u>	<u>70506</u>	<u>(337) 593-9539</u>
<u>Dunbar &amp; Katharine St.Paul</u>	<u>61803</u>	<u>935 Gravier Street, Suite 1950</u>	<u>New Orleans</u>	<u>70112</u>	<u>(504) 369-2445</u>
<u>Jon &amp; Kim Walton</u>	<u>61802</u>	<u>3642 Youree Dr., Ste.2</u>	<u>Shreveport</u>	<u>71105</u>	<u>(318) 771-7776</u>
<b><u>Maine:</u></b>					
<u>Larry Boire</u>	<u>61901</u>	<u>315 Washington Street</u>	<u>Rochester</u>	<u>03839</u>	<u>(603) 988-5472</u>
<b><u>Maryland:</u></b>					
<u>Tony &amp; George Glowacki</u>	<u>62012</u>	<u>703 Gidding Ave., Suite U2</u>	<u>Annapolis</u>	<u>21401</u>	<u>(667) 646-5477</u>
<u>C. Wagner, B. Wagner &amp; L. Davis</u>	<u>62010</u>	<u>3717 Boston Street, Suite 318</u>	<u>Baltimore</u>	<u>21224</u>	<u>(443) 495-3999</u>
<u>C. Wagner, B. Wagner &amp; L. Davis</u>	<u>62008</u>	<u>2 S. Hays Street, Ste. B</u>	<u>Bel Air</u>	<u>21014</u>	<u>(443) 214-2002</u>
<u>Duane Dorch</u>	<u>62015</u>	<u>7201 Wisconsin Ave., Suite 400</u>	<u>Bethesda</u>	<u>20814</u>	<u>(301) 660-7080</u>
<u>Tony &amp; George Glowacki</u>	<u>62013</u>	<u>8709 Brooks Dr., Unit 3B</u>	<u>Easton</u>	<u>21601</u>	<u>(667) 646-5499</u>
<u>Atif Choudhry</u>	<u>62006</u>	<u>8658 Baltimore National Pike #O</u>	<u>Ellicott City</u>	<u>21043</u>	<u>(443) 574-7280</u>
<u>Chip-Yong Ng &amp; Sandy Wong</u>	<u>62011</u>	<u>12105 Darnestown Rd., Ste. 10</u>	<u>Gaithersburg</u>	<u>20878</u>	<u>(240) 261-7677</u>
<u>Atif Choudhry</u>	<u>62007</u>	<u>2657-G Annapolis Road #454</u>	<u>Hanover</u>	<u>21076</u>	<u>(443) 574-7281</u>
<u>C. Wagner, B. Wagner &amp; L. Davis</u>	<u>62003</u>	<u>8441 Belair Rd., #201</u>	<u>Nottingham</u>	<u>21236</u>	<u>(410) 650-4839</u>
<u>C. Wagner, B. Wagner &amp; L. Davis</u>	<u>62009</u>	<u>1777 Reisterstown Rd. Suite 22, 174</u>	<u>Pikeville</u>	<u>21208</u>	<u>(443) 461-5933</u>

<u>NAME</u>	<u>TLI#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>TELEPHONE</u>
<b><u>Massachusetts:</u></b>					
<u>Scott Cranton</u>	<u>62111</u>	<u>150 Wood Road, Suite 302</u>	<u>Braintree</u>	<u>02184</u>	<u>(617) 402-2640</u>
<u>Jim Hackett &amp; Andy Hackett</u>	<u>62105</u>	<u>101 Middlesex Turnpike #6 PMB318</u>	<u>Burlington</u>	<u>01803</u>	<u>(781) 791-3016</u>
<u>Jim Hackett &amp; Andy Hackett</u>	<u>62106</u>	<u>955 Massachusetts Ave., #495</u>	<u>Cambridge</u>	<u>02139</u>	<u>(617) 420-5911</u>
<u>Scott Cranton</u>	<u>62112</u>	<u>3 Allied Drive, Suite 303</u>	<u>Dedham</u>	<u>02026</u>	<u>(617) 701-7119</u>
<u>Jim Hackett &amp; Andy Hackett</u>	<u>62102</u>	<u>9 Bartlett Street #152</u>	<u>Merrimack Valley</u>	<u>01810</u>	<u>(781) 791-3016</u>
<u>Robert Mungovan</u>	<u>62110</u>	<u>687 Highland Ave., Suite 16</u>	<u>Needham</u>	<u>02494</u>	<u>(781) 247-6670</u>
<u>Jim Hackett &amp; Andy Hackett</u>	<u>62104</u>	<u>174 Newburyport Turnpike, Suite 301</u>	<u>Rowley</u>	<u>01969</u>	<u>(978) 238-8400</u>
<u>Jim Hackett &amp; Andy Hackett</u>	<u>62107</u>	<u>738 Main Street, Suite 234</u>	<u>Waltham</u>	<u>02451</u>	<u>(781) 242-2500</u>
<u>Jim Hackett &amp; Andy Hackett</u>	<u>62101</u>	<u>12 Office Tower Park</u>	<u>Woburn</u>	<u>01810</u>	<u>(781) 791-3016</u>
<b><u>Michigan:</u></b>					
<u>Michael &amp; Kristine Butcher</u>	<u>62207</u>	<u>2685 Lapeer Road, Unite 203</u>	<u>Auburn Hills</u>	<u>48326</u>	<u>(248) 771-0505</u>
<u>Max &amp; Gail Gibbard</u>	<u>62203</u>	<u>2450 44<sup>th</sup> Street SE, Suite 301</u>	<u>Kenwood</u>	<u>49512</u>	<u>(616) 727-0107</u>
<u>Steve Abraham</u>	<u>62205</u>	<u>7201 W. Saginaw Hwy, Suite 109</u>	<u>Lansing</u>	<u>48917</u>	<u>(517) 334-0133</u>
<u>Nick Zafer</u>	<u>62202</u>	<u>7950 Moorsbridge Rd., Ste. 450</u>	<u>Portage</u>	<u>49024</u>	<u>(269) 492-7400</u>
<u>Sven Herbel</u>	<u>62206</u>	<u>3250 W. Big Beaver Road, Suite 530</u>	<u>Troy</u>	<u>48084</u>	<u>(248) 266-8193</u>
<b><u>Minnesota:</u></b>					
<u>Joseph Lanz</u>	<u>62305</u>	<u>219 Little Canada Road East, Suite 210</u>	<u>Little Canada</u>	<u>55117</u>	<u>(651) 705-2910</u>
<u>Michael &amp; Sally Kuen</u>	<u>62304</u>	<u>7242 Forestview Lane N., Suite LL</u>	<u>Maple Grove</u>	<u>55369</u>	<u>(763) 330-0500</u>
<u>Srikant &amp; Veena Lakkundi</u>	<u>62303</u>	<u>2038 Ford Pkwy, Suite 409</u>	<u>St. Paul</u>	<u>55116</u>	<u>(651) 321-1445</u>
<b><u>Mississippi:</u></b>					
<u>Mike Omoregie &amp; Harold Loving</u>	<u>62401</u>	<u>2980 Davis Road, Suite D</u>	<u>Terry</u>	<u>39170</u>	<u>(601) 878-1900</u>
<b><u>Missouri:</u></b>					
<u>Lennon &amp; Jennifer Zamora</u>	<u>62501</u>	<u>7505 NW Tiffany Springs Pkwy, Ste 312</u>	<u>Kansas City</u>	<u>64153</u>	<u>(816) 673-3664</u>
<u>Christopher King</u>	<u>62505</u>	<u>462 North Taylor, Suite 101</u>	<u>St. Louis</u>	<u>63108</u>	<u>(314) 924-9720</u>
<b><u>Nebraska:</u></b>					
<u>Jon Jonson</u>	<u>62702</u>	<u>8600 Executive Woods Drive, Suite 200</u>	<u>Lincoln</u>	<u>68512</u>	<u>(402) 413-5151</u>
<u>Aaron &amp; Michelle Green</u>	<u>62703</u>	<u>11235 Davenport Street, Suite 112</u>	<u>Omaha</u>	<u>68154</u>	
<b><u>Nevada:</u></b>					
<u>Danny Byrd</u>	<u>62804</u>	<u>157 N. Gibson Road, Suite 110</u>	<u>Henderson</u>	<u>89014</u>	<u>(775) 655-8548</u>
<b><u>New Hampshire:</u></b>					
<u>Donald Doney, III &amp; Donald Doney, Jr.</u>	<u>62903</u>	<u>18 Loudon Road</u>	<u>Concord</u>	<u>03301</u>	
<u>Joseph and Joyce Taurus</u>	<u>62901</u>	<u>908 Hanover Street #8</u>	<u>Manchester</u>	<u>03104</u>	<u>(603) 505-4665</u>
<u>Donald Doney, III &amp; Donald Doney, Jr.</u>	<u>62902</u>	<u>9258 Washington Road</u>	<u>Rye</u>	<u>03870</u>	<u>(603) 802-8324</u>

<u>NAME</u>	<u>TLI#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>TELEPHONE</u>
<u>New Jersey:</u>					
<u>Todd &amp; Linda Harrell</u>	<u>63021</u>	<u>90 Washington Valley Road</u>	<u>Bedminster</u>	<u>07921</u>	<u>(908) 613-7200</u>
<u>Pratik Roychoudhury</u>	<u>63008</u>	<u>427 High Street #525</u>	<u>Burlington</u>	<u>08016</u>	<u>(609) 526-3600</u>
<u>Pratik Roychoudhury</u>	<u>63005</u>	<u>9223 Haddonfield Road #355</u>	<u>Cherry Hill</u>	<u>08002</u>	<u>(609) 526-3600</u>
<u>Nick Ilacqua</u>	<u>63018</u>	<u>1 Meadowlands Plaza, Suite 200</u>	<u>East Rutherford</u>	<u>07073</u>	<u>(551) 257-5300</u>
<u>Deborah Service</u>	<u>63009</u>	<u>361 Route 31, Unit 1101</u>	<u>Flemington</u>	<u>08822</u>	<u>(908) 968-9223</u>
<u>James Kimberlin</u>	<u>63004</u>	<u>2 University Plaza, Ste. 1000</u>	<u>Hackensack</u>	<u>07601</u>	<u>(201) 373-6778</u>
<u>Anthony Carnevale</u>	<u>63016</u>	<u>485C US Highway 1 South Suite 350</u>	<u>Iselin</u>	<u>08830</u>	<u>(732) 314-4911</u>
<u>Todd Harrell &amp; Linda</u>	<u>63003</u>	<u>201 Littleton Rd.</u>	<u>Morris Plains</u>	<u>07950</u>	<u>(973) 656-0085</u>
<u>Pratik Roychoudhury</u>	<u>63007</u>	<u>309 Fellowship Rd., Ste. 200</u>	<u>Mt. Laurel</u>	<u>08054</u>	<u>(856) 234-2136</u>
<u>Todd &amp; Linda Harrell</u>	<u>63020</u>	<u>2 Federal Square</u>	<u>Newark</u>	<u>07102</u>	<u>(201) 762-5533</u>
<u>Jibu Mathews</u>	<u>63002</u>	<u>1572 US Route 130</u>	<u>N. Brunswick</u>	<u>08902</u>	<u>(732) 253-0990</u>
<u>Todd &amp; Linda Harrell</u>	<u>63014</u>	<u>330 Changebridge Rd. Suite 101</u>	<u>Pine Brook</u>	<u>07058</u>	<u>(973) 620-8800</u>
<u>Meeta Parekh</u>	<u>63025</u>	<u>666 Plainsboro Road, Suite 1214</u>	<u>Plainsboro</u>	<u>08536</u>	<u>(609) 918-8548</u>
<u>James Kimberlin</u>	<u>63011</u>	<u>525 Wanaque Ave. #203</u>	<u>Pompton Lakes</u>	<u>07442</u>	<u>(973) 437-3748</u>
<u>James Kimberlin</u>	<u>63010</u>	<u>525 Wanaque Ave., Suite 102</u>	<u>Pompton Lakes</u>	<u>07442</u>	<u>(201) 439-8444</u>
<u>Pratik Roychoudhury</u>	<u>63006</u>	<u>103 Carnegie Center, Suite 300</u>	<u>Princeton</u>	<u>08540</u>	<u>(609) 526-3600</u>
<u>Nick Ilacqua</u>	<u>63012</u>	<u>556 Eagle Rock Ave., Ste. 101</u>	<u>Roseland</u>	<u>07068</u>	<u>(973) 486-4585</u>
<u>Todd &amp; Linda Harrell</u>	<u>63019</u>	<u>830 Morris Turnpike, 4<sup>th</sup> Floor</u>	<u>Short Hills</u>	<u>07078</u>	<u>(973) 993-7500</u>
<u>Todd &amp; Linda Harrell</u>	<u>63013</u>	<u>1992 Morris Avenue, Suite 337</u>	<u>Union</u>	<u>07083</u>	<u>(908) 645-6100</u>
<u>New York:</u>					
<u>Robert DeWitt</u>	<u>63217</u>	<u>349 Scholes Street, Suite 305</u>	<u>Brooklyn</u>	<u>11206</u>	<u>(347) 973-4437</u>
<u>Ido Salama</u>	<u>63215</u>	<u>369 Ashford Ave., Suite 21</u>	<u>Dobbs Ferry</u>	<u>10522</u>	<u>(914) 279-2371</u>
<u>Sam Hanafi</u>	<u>63212</u>	<u>136 Carleton Ave., Unit C</u>	<u>East Islip</u>	<u>11730</u>	<u>(631) 762-4888</u>
<u>Jennie McFarland</u>	<u>63213</u>	<u>550 Mamaroneck Ave., Suite 211</u>	<u>Harrison</u>	<u>10528</u>	<u>(914) 365-7500</u>
<u>Nipun Manglik</u>	<u>63214</u>	<u>420 Jericho Turnpike, Suite 208</u>	<u>Jericho</u>	<u>11753</u>	<u>(516) 646-5005</u>
<u>Ana &amp; Bruno Manh</u>	<u>63210</u>	<u>721 Broadway, Suites 113/115</u>	<u>Kingston</u>	<u>12401</u>	<u>(845) 853-8001</u>
<u>David Israel</u>	<u>63206</u>	<u>420 Lexington Ave., Suite 300</u>	<u>New York</u>	<u>10017</u>	<u>(646) 893-1180</u>
<u>Marc &amp; Christy Griffin</u>	<u>63216</u>	<u>85 Broad Street, 17<sup>th</sup> Floor, Suite 17029</u>	<u>New York</u>	<u>10004</u>	<u>(212) 677-8200</u>
<u>Roger Noakes &amp; Eric Larsen</u>	<u>63203</u>	<u>3771 Nesconset Hwy. #209</u>	<u>S. Setauket</u>	<u>11720</u>	<u>(631) 277-1368</u>
<u>Michael &amp; Justine Montalbano</u>	<u>63209</u>	<u>1186 Hylan Blvd., 2<sup>nd</sup> Fl., Suite A</u>	<u>Staten Island</u>	<u>10305</u>	<u>(917) 636-4200</u>
<u>Verlin Laine</u>	<u>63211</u>	<u>65 Roosevelt Avenue</u>	<u>Valley Stream</u>	<u>11581</u>	<u>(516) 274-4446</u>
<u>Allen Chu</u>	<u>63207</u>	<u>170 Hamilton Ave. #204</u>	<u>White Plains</u>	<u>10601</u>	<u>(914) 768-8061</u>

<u>NAME</u>	<u>TLI#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>TELEPHONE</u>
<b><u>North Carolina:</u></b>					
<u>Paul &amp; Kelli Stennett</u>	<u>63312</u>	<u>1183 University Drive, #105</u>	<u>Burlington</u>	<u>27215</u>	<u>(336) 218-9599</u>
<u>Fernando Barsoba</u>	<u>63316</u>	<u>605 W. Main Street, Suite 108</u>	<u>Carrboro</u>	<u>27510</u>	<u>(919) 885-0222</u>
<u>Pratik Roychoudhury</u>	<u>63314</u>	<u>205 S. Academy Street</u>	<u>Cary</u>	<u>27519</u>	
<u>Anu Jassal &amp; Charanpreet Mann</u>	<u>63318</u>	<u>15720 Brixham Hill Ave., Suite 300</u>	<u>Charlotte</u>	<u>28277</u>	<u>(704) 601-7454</u>
<u>Ray Vohra</u>	<u>63317</u>	<u>20830 Torrence Chapel Road, Suite 207</u>	<u>Cornelius</u>	<u>28031</u>	<u>(704) 769-3580</u>
<u>Daniel &amp; Becky Thomas</u>	<u>63311</u>	<u>555 S. Mangum Street #150</u>	<u>Durham</u>	<u>27705</u>	<u>(919) 893-4701</u>
<u>Daniel &amp; Becky Thomas</u>	<u>63313</u>	<u>4601 Creekstone Drive, Suite 112</u>	<u>Durham</u>	<u>27703</u>	<u>(919) 893-9989</u>
<u>Pratik Roychoudhury</u>	<u>63305</u>	<u>4424 Bragg Blvd. #101</u>	<u>Fayetteville</u>	<u>28405</u>	<u>(910) 500-1392</u>
<u>Sheila Fox</u>	<u>63308</u>	<u>717 Green Valley Rd, Suite 200</u>	<u>Greensboro</u>	<u>27408</u>	<u>(336) 355-3630</u>
<u>Pratik Roychoudhury</u>	<u>63303</u>	<u>749 SE Greenville Blvd. #400-274</u>	<u>Greenville</u>	<u>27858</u>	<u>(252) 347-0130</u>
<u>Sheila Fox</u>	<u>63307</u>	<u>1414 Long Street</u>	<u>High Point</u>	<u>27265</u>	<u>(336) 823-6750</u>
<u>Pratck Roychoudhury</u>	<u>63304</u>	<u>122 Saint Mary's Street, Mail Floor</u>	<u>Raleigh</u>	<u>27605</u>	<u>(919) 948-2384</u>
<u>Dan &amp; Becky Thomas</u>	<u>63315</u>	<u>4208 Six Forks Road, Suite 1000</u>	<u>Raleigh</u>	<u>27609</u>	<u>(919) 268-8884</u>
<u>Pratik Roychoudhury</u>	<u>63302</u>	<u>108 N. Kerr Ave., Suite E3</u>	<u>Wilmington</u>	<u>28405</u>	<u>(910) 500-1392</u>
<u>Sheila Fox</u>	<u>63306</u>	<u>1100 S. Stratford Rd., Bldg. C, Suite 315</u>	<u>Winston-Salem</u>	<u>27103</u>	<u>(336) 793-8555</u>
<b><u>Ohio:</u></b>					
<u>Roma &amp; Alok Patel</u>	<u>63502</u>	<u>3860 Race Road #310</u>	<u>Cincinnati</u>	<u>45211</u>	<u>(513) 574-3400</u>
<u>Ed &amp; Anne Stogner</u>	<u>63509</u>	<u>5721 Dragon Way, Suite 317</u>	<u>Cincinnati</u>	<u>45227</u>	<u>(513) 938-8548</u>
<u>Roma &amp; Alok Patel</u>	<u>63510</u>		<u>Cincinnati NW</u>		
<u>Marsha Gazy</u>	<u>63507</u>	<u>1688 Shannon Road, Suite 3</u>	<u>Girard</u>	<u>44420</u>	<u>(330) 551-3200</u>
<u>Roma &amp; Alok Patel</u>	<u>63508</u>	<u>8859 Brookside Avenue, Suite 201</u>	<u>West Chester</u>	<u>45069</u>	<u>(513) 445-9002</u>
<u>Eric &amp; Kathleen Quinn</u>	<u>63501</u>	<u>24700 Center Ridge Road, Suite 30</u>	<u>Westlake</u>	<u>44145</u>	<u>(440) 808-8200</u>
<u>Scott Corrao</u>	<u>63506</u>	<u>28601 Chagrin Blvd., Suite 234</u>	<u>Woodmere</u>	<u>44122</u>	<u>(440) 999-0911</u>
<u>Dwight &amp; Allison Blankenship</u>	<u>63504</u>	<u>100 Old W. Wilson Bridge Rd, Suite 110</u>	<u>Worthington</u>	<u>43085</u>	<u>(614) 885-4648</u>
<b><u>Oklahoma:</u></b>					
<u>Davis &amp; Barbara Merrey</u>	<u>63603</u>		<u>Edmond</u>		
<u>Davis &amp; Barbara Merrey</u>	<u>63601</u>	<u>5909 NW Expressway, #155</u>	<u>Oklahoma City</u>	<u>73132</u>	<u>(405) 840-1545</u>
<u>Davis &amp; Barbara Merrey</u>	<u>63602</u>	<u>11 NE 11<sup>th</sup>, Suite 216K</u>	<u>Oklahoma City</u>	<u>73104</u>	<u>(405) 792-6982</u>
<b><u>Oregon:</u></b>					
<u>Cindy McPike, Cameron Nelson &amp; Jacob Harrington</u>	<u>63705</u>	<u>920 NW Bond Street, Suite 206</u>	<u>Bend</u>	<u>97703</u>	<u>(458) 206-5500</u>
<u>Stephanie Verzasconi &amp; Steven Serna</u>	<u>63702</u>	<u>4300 NE Fremont St., Ste 230</u>	<u>Portland</u>	<u>97213</u>	<u>(503) 445-4997</u>
<u>Jenna &amp; Raymond Bayer</u>	<u>63703</u>	<u>9900 SW Wilshire, #230</u>	<u>Portland</u>	<u>97225</u>	<u>(503) 919-7900</u>
<u>Cindy McPike &amp; Cameron Nelson</u>	<u>63704</u>	<u>3295 Triangle Dr., SE Suite 160</u>	<u>Salem</u>	<u>97302</u>	<u>(503) 389-3888</u>

<u>NAME</u>	<u>TLI#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>TELEPHONE</u>
<b><u>Pennsylvania:</u></b>					
<u>George &amp; Julie Sanchez</u>	<u>63810</u>	<u>5000 W. Tilghman ST., #204</u>	<u>Allentown</u>	<u>18104</u>	<u>(484) 838-7740</u>
<u>George &amp; Julie Sanchez</u>	<u>63813</u>	<u>3895 Adler Place, Suite 130A</u>	<u>Bethlehem</u>	<u>18017</u>	<u>(484) 909-3870</u>
<u>Maurice &amp; Erick Vershelde and Corey Gisondi</u>	<u>63822</u>	<u>100 Chetwynd Drive, Suite 102</u>	<u>Bryn Mawr</u>	<u>19010</u>	<u>(484) 978-6800</u>
<u>Pratik Roychoudhury</u>	<u>63817</u>	<u>8 Atkinson Drive</u>	<u>Doylestown</u>	<u>18901</u>	
<u>Pratik Roychoudhury</u>	<u>63804</u>	<u>93 Old York Road</u>	<u>Jenkintown</u>	<u>19046</u>	<u>(267) 454-6009</u>
<u>Pratik Roychoudhury</u>	<u>63809</u>	<u>630 Freedom Business Ctr., 3<sup>rd</sup> FL</u>	<u>King of Prussia</u>	<u>19406</u>	<u>(610) 624-3553</u>
<u>Michael &amp; Elaine Williams</u>	<u>63811</u>	<u>480 Pierce Street, Suite 300</u>	<u>Kingston</u>	<u>18704</u>	<u>(570) 260-2500</u>
<u>Pratik Roychoudhury</u>	<u>63802</u>	<u>370 E. Maple Ave.</u>	<u>Langhorne</u>	<u>19047</u>	<u>(215) 968-4376</u>
<u>Pratik Roychoudhury</u>	<u>63805</u>	<u>702 N. 3<sup>rd</sup> Street</u>	<u>Philadelphia</u>	<u>19123</u>	<u>(215) 550-1551</u>
<u>Pratik Roychoudhury</u>	<u>63806</u>	<u>1500 Market Street</u>	<u>Philadelphia</u>	<u>19102</u>	<u>(215) 550-1551</u>
<u>Pratik Roychoudhury</u>	<u>63807</u>	<u>1700 Market Street, Suite 1005</u>	<u>Philadelphia</u>	<u>19103</u>	<u>(215) 550-1551</u>
<u>Jason Esch</u>	<u>63821</u>	<u>2555 Washington Road, Suite 631</u>	<u>Pittsburgh</u>	<u>15241</u>	<u>(412) 492-4646</u>
<u>Grace &amp; Brian Edwardo</u>	<u>63823</u>	<u>10 Duff Road, Suite 203</u>	<u>Pittsburgh</u>	<u>15235</u>	<u>(412) 387-7200</u>
<u>George &amp; Julie Sanchez</u>	<u>63814</u>	<u>600 West Broad Street, Suite 1</u>	<u>Quakertown</u>	<u>18951</u>	<u>(267) 529-7740</u>
<u>Pratik Roychoudhury</u>	<u>63803</u>	<u>828 West Street Road</u>	<u>Warminster</u>	<u>18974</u>	<u>(215) 968-4376</u>
<u>Dan Reber</u>	<u>63820</u>	<u>3 Park Plaza, Suite 106</u>	<u>Wyomissing</u>	<u>19610</u>	<u>(484) 512-9200</u>
<b><u>Puerto Rico:</u></b>					
<u>Miguel Nieves</u>	<u>65901</u>	<u>Metro Office Park Bldg. 7, Suite 204</u>	<u>Guaynabo</u>	<u>00968</u>	<u>(787) 520-5239</u>
<b><u>South Carolina:</u></b>					
<u>Denise Kaufman</u>	<u>64005</u>	<u>215 East Bay Street Suite 500-E</u>	<u>Charleston</u>	<u>29401</u>	<u>(843) 823-7003</u>
<u>Kimico Myers</u>	<u>64003</u>	<u>810 Dutch Square Blvd., #234</u>	<u>Columbia</u>	<u>29229</u>	<u>(803) 638-8662</u>
<u>Anu Jassal</u>	<u>64006</u>	<u>118 Academy Street, Suite 105</u>	<u>Fort Mill</u>	<u>29715</u>	<u>(839) 999-8548</u>
<u>William &amp; Debra Galinsky</u>	<u>64002</u>	<u>910 E. North Street</u>	<u>Greenville</u>	<u>29601</u>	<u>(631) 664-4624</u>
<u>Brian &amp; David McCarthy</u>	<u>64007</u>		<u>Mt. Pleasant</u>		<u>(843) 501-9525</u>
<u>Christopher &amp; Judith Bianco</u>	<u>64004</u>	<u>116 Hwy 17 N, Ste. A</u>	<u>Surfside Beach</u>	<u>29575</u>	<u>(803) 232-9200</u>
<b><u>Tennessee:</u></b>					
<u>Randall &amp; Angela Wilson</u>	<u>64206</u>	<u>330 Franklin Road, Suite 135A</u>	<u>Brentwood</u>	<u>37027</u>	<u>(629) 229-7600</u>
<u>Steven Anderson</u>	<u>64210</u>	<u>5222 Old Hixson Pike, Suite 106</u>	<u>Hixson</u>	<u>37343</u>	<u>(423) 770-8545</u>
<u>Randall &amp; Angela Wilson</u>	<u>64203</u>	<u>9111 Cross Park Drive, Suite 232</u>	<u>Knoxville</u>	<u>37932</u>	<u>(865) 342-7839</u>
<u>Drayton Mayers</u>	<u>64202</u>	<u>8295 Tournament Drive, Suite 150</u>	<u>Memphis</u>	<u>38125</u>	<u>(901) 572-1355</u>
<u>Randall &amp; Angela Wilson</u>	<u>64207</u>	<u>2018-B Medical Center Parkway #447</u>	<u>Murfreesboro</u>	<u>37129</u>	<u>(615) 640-9151</u>
<u>Corey Barrett</u>	<u>64208</u>	<u>1451 Elm Hill Pike, Suite 255</u>	<u>Nashville</u>	<u>37210</u>	<u>(629) 258-5150</u>

<u>NAME</u>	<u>TLI#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>TELEPHONE</u>
<u>Texas:</u>					
<u>James &amp; Mikki Young</u>	<u>64351</u>	<u>1000 Ballpark Way, Suite 310</u>	<u>Arlington</u>	<u>76011</u>	<u>(214) 785-8489</u>
<u>Murtuza &amp; Alafia Choilawala</u>	<u>64325</u>	<u>9800 N. Lamar Blvd Suite 210</u>	<u>Austin</u>	<u>78753</u>	<u>(512)-501-1077</u>
<u>Murtuza &amp; Alafia Choilawala</u>	<u>64318</u>	<u>901 Mopac Expressway South, Building 1, Suite 300</u>	<u>Austin</u>	<u>78746</u>	<u>(512) 991-1599</u>
<u>Murtuza &amp; Alafia Choilawala</u>	<u>64336</u>	<u>1211 Taylor Draper Lane, Suite 5</u>	<u>Austin</u>	<u>78759</u>	<u>(512) 551-1002</u>
<u>Danny &amp; Patrice Hernandez</u>	<u>64343</u>	<u>6705 W. Highway 290, Suite 607</u>	<u>Austin</u>	<u>78735</u>	<u>(737) 363-2308</u>
<u>Danny &amp; Patrice Hernandez</u>	<u>64344</u>	<u>13706 Research Blvd., Suite 214</u>	<u>Austin</u>	<u>78750</u>	<u>(737) 363-2300</u>
<u>Taron &amp; Victoria Hart</u>	<u>64314</u>	<u>721 E. Texas Avenue</u>	<u>Baytown</u>	<u>77520</u>	<u>(281) 839-2829</u>
<u>Mudar Sapatwalla</u>	<u>64341</u>	<u>805 Forest Ridge, Suite 107</u>	<u>Bedford</u>	<u>76022</u>	<u>(972) 371-0087</u>
<u>Greg &amp; Shara Moffitt</u>	<u>64329</u>	<u>3201 N. Frazier Street, Suite 100</u>	<u>Conroe</u>	<u>77303</u>	<u>(281) 717-6266</u>
<u>Saumil Shah</u>	<u>64324</u>	<u>17440 Dallas Pkwy Suite 124</u>	<u>Dallas</u>	<u>75287</u>	<u>(469) 333-2181</u>
<u>Mark Boothe</u>	<u>64326</u>	<u>12005 Ford Road, Suite 501</u>	<u>Dallas</u>	<u>75234</u>	<u>(972) 791-8078</u>
<u>Mark Boothe</u>	<u>64327</u>	<u>8951 Cypress Waters Blvd, Suite 160</u>	<u>Dallas</u>	<u>75019</u>	<u>(972) 793-0161</u>
<u>Mark Boothe</u>	<u>64328</u>	<u>12700 Hillcrest Road, Suite 125</u>	<u>Dallas</u>	<u>75230</u>	<u>(972) 793-8529</u>
<u>Mitch &amp; Della Norby</u>	<u>64348</u>	<u>4401 I-35, Suite 218</u>	<u>Denton</u>	<u>76207</u>	<u>(817) 984-8550</u>
<u>Alan &amp; Valerie Harlan &amp; Dan &amp; Karen Sawyers</u>	<u>64304</u>	<u>2904 Corporate Circle, Suite 110</u>	<u>Flower Mound</u>	<u>75028</u>	<u>(972) 234-8978</u>
<u>Jim Young</u>	<u>64330</u>	<u>4200 S. Freeway, Suite 426</u>	<u>Fort Worth</u>	<u>76115</u>	<u>(817) 753-0702</u>
<u>Sean Pendleton &amp; Yew-Chin Ooi</u>	<u>64323</u>	<u>1953 Golden Heights Rd. Suite 1005</u>	<u>Fort Worth</u>	<u>76177</u>	<u>(817) 678-8699</u>
<u>Anthony &amp; Cynthia Wheeler</u>	<u>64316</u>	<u>8765 Stockard Drive, Suite 302</u>	<u>Frisco</u>	<u>75034</u>	<u>(469) 284-8548</u>
<u>Alan &amp; Valerie Harlan &amp; Dan &amp; Karen Sawyers</u>	<u>64317</u>	<u>1450 Hughes Rd., Ste. 107</u>	<u>Grapevine</u>	<u>76051</u>	<u>(469) 751-8904</u>
<u>Scott &amp; Lori Kelley</u>	<u>64312</u>	<u>11511 Katy Fwy., Suite 409</u>	<u>Houston</u>	<u>77079</u>	<u>(832) 910) 8540</u>
<u>Scott &amp; Lori Kelley</u>	<u>64313</u>	<u>12335 Kingsride Lane, Suite 154</u>	<u>Houston</u>	<u>77024</u>	<u>(832) 910-8541</u>
<u>Andy Ayoub</u>	<u>64332</u>	<u>9831 Whithorn Drive, Suite B</u>	<u>Houston</u>	<u>77095</u>	<u>(346) 478-0800</u>
<u>Najeeb Anwer</u>	<u>64435</u>	<u>10101 Fondren Road, Suite 315</u>	<u>Houston</u>	<u>77096</u>	<u>(281) 524-6888</u>
<u>Andrew Kennedy</u>	<u>64342</u>	<u>3104 Edloe Street, Suite 204</u>	<u>Houston</u>	<u>77027</u>	<u>(713) 589-3154</u>
<u>William &amp; Pamela Jackson</u>	<u>64322</u>	<u>4441 W. Airport Freeway, Suite 242</u>	<u>Irving</u>	<u>75062</u>	<u>(972) 703-9984</u>
<u>Scott &amp; Pamela Vincent</u>	<u>64338</u>	<u>7300 State Highway 121, Suite 300</u>	<u>McKinney</u>	<u>75070</u>	<u>(945) 237-8548</u>
<u>Carl &amp; Johnette Cadis</u>	<u>64349</u>	<u>2010 Broadway Street, Suite 133</u>	<u>Pearland</u>	<u>77581</u>	<u>(281) 899-8994</u>
<u>Anthony &amp; Cynthia Wheeler</u>	<u>64310</u>	<u>400 Chisholm Place, #214</u>	<u>Plano</u>	<u>75075</u>	<u>(469) 573-3743</u>
<u>Martha &amp; John Bellomy</u>	<u>64350</u>		<u>Richardson</u>		<u>(972) 895-2250</u>
<u>Frank Jones</u>	<u>64305</u>	<u>500 Turtle Cove Blvd., #130</u>	<u>Rockwall</u>	<u>75087</u>	<u>(972) 961-7711</u>
<u>Greg &amp; Christy Torosian</u>	<u>64319</u>	<u>1104 S Mays Street Suite 204</u>	<u>Round Rock</u>	<u>78664</u>	<u>(737) 717-0304</u>
<u>Jesus &amp; Wilma Gonzalez</u>	<u>64320</u>	<u>16601 Blanco Rd, Suite 202</u>	<u>San Antonio</u>	<u>78232</u>	<u>(210) 742-8210</u>
<u>Marina &amp; Pasha Grizik</u>	<u>64333</u>	<u>14526 Jones Maltsberger Rd., Suite 214</u>	<u>San Antonio</u>	<u>78247</u>	<u>(210) 615-9294</u>
<u>Matt &amp; Lana Matthews</u>	<u>64339</u>	<u>9862 Lorene Lane, Suite 203</u>	<u>San Antonio</u>	<u>78216</u>	<u>(210) 900-4605</u>
<u>Matt &amp; Lana Matthews</u>	<u>64340</u>	<u>7550 W. Interstate 10, Suite 800-060</u>	<u>San Antonio</u>	<u>78229</u>	<u>(210) 900-4454</u>
<u>Roma &amp; Paras Desai</u>	<u>64308</u>	<u>12946 Dairy Ashford Drive, Suite 470</u>	<u>Sugar Land</u>	<u>77478</u>	<u>(281) 201-1798</u>
<u>Jamie Jones</u>	<u>64345</u>	<u>14011 Park Ave., Suite 103</u>	<u>Tomball</u>	<u>77377</u>	<u>(346) 601-3805</u>

<u>NAME</u>	<u>TLI#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>TELEPHONE</u>
<b><u>Utah:</u></b>					
<u>Jack &amp; Toni Perkins and Gary &amp; Suzanne Allen</u>	<u>64404</u>	<u>195 W. Main Street</u>	<u>American Fork</u>	<u>84003</u>	<u>(385) 330-1830</u>
<u>David &amp; Corinna Mardanlou</u>	<u>64405</u>	<u>420 W. 1500 S, Suite 203</u>	<u>Bountiful</u>	<u>84010</u>	<u>(801) 872-9520</u>
<b><u>Vermont:</u></b>					
<u>Mark Hannon</u>	<u>64501</u>	<u>26 N. Main Street, Suite 3</u>	<u>Waterbury</u>	<u>05676</u>	<u>(802) 806-6880</u>
<b><u>Virginia:</u></b>					
<u>Reynaldo Gonzales</u>	<u>64619</u>	<u>5250 Cherokee Ave., Suite 245</u>	<u>Alexandria</u>	<u>22312</u>	<u>(571) 317-0558</u>
<u>Ijenna &amp; Akinola Aluko</u>	<u>62014</u>	<u>655 Fort Myer Drive, Suite 757</u>	<u>Arlington</u>	<u>22209</u>	<u>(703) 977-6240</u>
<u>Alan Abbott</u>	<u>64611</u>	<u>105 Duncan St., Suite 302</u>	<u>Ashland</u>	<u>23005</u>	<u>(804) 554-1400</u>
<u>Cory &amp; Kathleen Boxall</u>	<u>64616</u>	<u>4000 Legato Road</u>	<u>Fairfax</u>	<u>22033</u>	<u>(571) 758-5911</u>
<u>Woo Yun</u>	<u>64617</u>	<u>10304 Eaton Place, Suite 100</u>	<u>Fairfax</u>	<u>22030</u>	<u>(571) 459-1302</u>
<u>Woo Yun</u>	<u>64618</u>	<u>8550 Route 29 #225</u>	<u>Fairfax</u>	<u>22031</u>	<u>(571) 459-1300</u>
<u>Craig Green</u>	<u>64612</u>	<u>503 Carlisle Drive, Suite 125-E</u>	<u>Herndon</u>	<u>20170</u>	<u>(571) 685-8760</u>
<u>Cory &amp; Kathleen Boxall</u>	<u>64614</u>	<u>10432 Balls Ford Rd, Suite 300</u>	<u>Manassas</u>	<u>20109</u>	<u>(571) 758-5911</u>
<u>Craig Green</u>	<u>64613</u>	<u>1640 Boro Place</u>	<u>McLean</u>	<u>22102</u>	<u>(571) 685-8762</u>
<u>Kyle &amp; Jamie Temple</u>	<u>64615</u>	<u>9601 Gayton Road, Suite 101</u>	<u>Richmond</u>	<u>23238</u>	<u>(804) 544-9500</u>
<u>Kyle &amp; Jamie Temple</u>	<u>64620</u>		<u>Richmond Southwest</u>		
<u>R. Cory Boxall</u>	<u>64605</u>	<u>43720 Trade Center Place, Suite 160</u>	<u>Sterling</u>	<u>20166</u>	<u>(703) 777-3551</u>
<u>Robert Moore</u>	<u>64609</u>	<u>425 Washington Street, Suite 4</u>	<u>Suffolk</u>	<u>23434</u>	<u>(757) 942-1652</u>
<u>Cory &amp; Kathleen Boxall</u>	<u>64610</u>	<u>200 Aviation Drive</u>	<u>Winchester</u>	<u>22602</u>	<u>(540) 592-1058</u>
<b><u>Washington:</u></b>					
<u>Stewart &amp; Courtney Porter</u>	<u>64715</u>	<u>903 E. Main Street, Suite 201</u>	<u>Auburn</u>	<u>98002</u>	<u>(425) 845-4220</u>
<u>Regi John</u>	<u>64705</u>	<u>1750 112<sup>th</sup> Ave., Suite D-149</u>	<u>Bellevue</u>	<u>98004</u>	<u>(425) 484-0480</u>
<u>Michael &amp; Janet Hlavaty-LaPosa</u>	<u>64707</u>	<u>22722 29<sup>th</sup> Drive SE, Ste. 100</u>	<u>Bothell</u>	<u>98021</u>	<u>(206) 586-8100</u>
<u>Ashwin Muthuvenkataraman</u>	<u>64712</u>	<u>10605 SE 240<sup>th</sup> Street #352</u>	<u>Kent</u>	<u>98031</u>	<u>(206) 586-8810</u>
<u>Regi John</u>	<u>64706</u>	<u>11335 NE 122nd Way, Ste. 104</u>	<u>Kirkland</u>	<u>98035</u>	<u>(425) 999-3030</u>
<u>Michael &amp; Janet Hlavaty-LaPosa</u>	<u>64708</u>	<u>6016 204<sup>th</sup> Street SW, Suite A</u>	<u>Lynnwood</u>	<u>98036</u>	<u>(425) 697-9708</u>
<u>Ashwin Muthuvenkataraman</u>	<u>64711</u>	<u>15 South Grady, Suite 305</u>	<u>Renton</u>	<u>98057</u>	<u>(253) 289-3990</u>
<u>Keith &amp; Shelly Wilson</u>	<u>64713</u>	<u>501 N. Riverpoint Blvd., Suite 112</u>	<u>Spokane</u>	<u>99202</u>	<u>(509) 401-4470</u>
<u>Divya Jain</u>	<u>64710</u>	<u>1104 Main Street, Suite 216</u>	<u>Vancouver</u>	<u>98660</u>	<u>(360) 334-7755</u>
<u>Tom Sims</u>	<u>64714</u>	<u>4727 44<sup>th</sup> Ave. SW, Suite 202D</u>	<u>West Seattle</u>	<u>98116</u>	<u>(253) 369-0909</u>
<b><u>Wisconsin:</u></b>					
<u>Kirk Gramoll &amp; John Halama</u>	<u>64902</u>	<u>W175 N 11081 Stonewood Dr., #102</u>	<u>Germantown</u>	<u>53022</u>	<u>(262) 834-6207</u>
<u>Lynette &amp; Coby Arnhart</u>	<u>64906</u>	<u>2701 Larsen Road, Suite BA223-TLIT</u>	<u>Green Bay</u>	<u>54303</u>	<u>(920) 393-9496</u>
<u>Jeremy Mason</u>	<u>64905</u>	<u>2801 Crossroads Drive #1900</u>	<u>Madison</u>	<u>53718</u>	<u>(608) 504-2665</u>
<u>Lynette Arnhart</u>	<u>64709</u>	<u>850 Hwy 153, Suite B</u>	<u>Mosinee</u>	<u>54455</u>	<u>(715) 841-9070</u>
<u>Kirk Gramoll &amp; John Halama</u>	<u>64903</u>	<u>N19W24400 Riverwood Dr. Suite 350</u>	<u>Waukesha</u>	<u>53188</u>	<u>(262) 502-1283</u>
<b><u>INTERNATIONAL</u></b>					
<u>NAME</u>	<u>TLI#</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>	<u>TELEPHONE</u>
<b><u>Canada:</u></b>					
<u>Alex &amp; Anna Lachine</u>	<u>67001</u>	<u>8171 Yonge St., #141, Thornhill</u>	<u>Ontario</u>	<u>L3T 2C6</u>	<u>(905) 488-9045</u>

The following list are franchisees that signed a franchise agreement, but their territorial franchise business was not open and operating as of December 31, 2024~~5~~:

<u>Name</u>	<u>TLI#</u>	<u>City and State</u>	<u>Zip</u>
<u>Kelli &amp; Anthony Vaughan</u>	<u>60618</u>	<u>Fort Collins, CO</u>	
<u>Maurice &amp; Erika Verschelde and Corey Gisondi</u>	<u>63822</u>	<u>Bryn Mawr, PA</u>	

<u>Name</u>	<u>TLI#</u>	<u>City and State</u>	<u>Zip</u>
<u>Ryan &amp; Gina Mann</u>	<u>60561</u>	<u>Palo Alto, CA</u>	
<u>Pinaki Vazarkar</u>	<u>60704</u>	<u>Norwalk, CT</u>	
<u>Munawar Esmail</u>	<u>61017</u>	<u>Atlanta, GA</u>	
<u>Patrick Kidd</u>	<u>61018</u>	<u>Atlanta, GA</u>	
<u>Charles &amp; Andrea Smith</u>	<u>62306</u>	<u>Edina, MN</u>	

## Former Franchise Owners

The following lists the names, city and state, and the current business telephone number (or, if unknown, the last known telephone number) of every franchisee who had a TeamLogic IT® franchise business-terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recent completed fiscal year, or who has not communicated with us within 10 weeks of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

<b>Name</b>	<b>Status</b>	<b>City &amp; State</b>	<b>Business</b>	<b>Telephone Number</b>
James & Christina Summers	Transfer	Phoenix, AZ	60315	(602) 892-4032
James & Christina Summers	Transfer	Scottsdale, AZ	60307	(480) 360-4005
James & Christina Summers	Transfer	Scottsdale, AZ	60314	(888) 369-9757
Don Zurbriek	Transfer	St. Petersburg, FL	60919	(727) 873-0373
Jason & Donna Ryan	Transfer	Indianapolis, IN	61404	(317) 795-0026
Todd Dehn	Transfer	Little Suamico, WI	64901	(920) 393-9496
Ryan Gallagher & Bob Kiecksee	Nonrenewal	Sioux Falls, SD	64102	(605) 988-8600
Todd Grace & David Hernandez	Nonrenewal	Aledo, TX	64309	(682) 286-8445
Utpal Gautam	Closure	Alhambra, CA	60552	(626) 551-0020
Elijah Anderson	Closure	Chicago, IL	61314	(312) 736-0980
Rolando Gonzalez	Closure	Brownsville, TX	64331	(956) 589-0078
<b>Name</b>	<b>Status</b>	<b>City &amp; State</b>	<b>Business</b>	<b>Telephone Number</b>
<u>Lewis &amp; Victoria Knapp</u>	<u>Transfer</u>	<u>Menlo Park, CA</u>	<u>60515</u>	<u>(650) 763-3333</u>
<u>Sunil Raina</u>	<u>Transfer</u>	<u>Ellicott City, MD</u>	<u>62006</u>	<u>(443) 574-7280</u>
<u>Sunil Raina</u>	<u>Transfer</u>	<u>Hanover, MD</u>	<u>62007</u>	<u>(443) 574-7281</u>
<u>Marc Evans</u>	<u>Transfer</u>	<u>Kansas City, MO</u>	<u>62501</u>	<u>(816) 673-3664</u>
<u>Jon Colvin</u>	<u>Transfer</u>	<u>Cincinnati, OH</u>	<u>63502</u>	<u>(513) 574-3400</u>
<u>Charles &amp; Nicole Aston</u>	<u>Transfer</u>	<u>Austin, TX</u>	<u>64336</u>	<u>(512) 551-1002</u>
<u>Neil Penberthy</u>	<u>Transfer</u>	<u>Austin, TX</u>	<u>64318</u>	<u>(512) 991-1599</u>
<u>Hunt &amp; Susan Waddell</u>	<u>Transfer</u>	<u>Grapevine, TX</u>	<u>64317</u>	<u>(469) 751-8904</u>
<u>Ken &amp; Pamela Blackwell</u>	<u>Transfer</u>	<u>Fairfax, VA</u>	<u>64616</u>	<u>(571) 758-5911</u>
<u>Ken &amp; Pamela Blackwell</u>	<u>Transfer</u>	<u>Manassas, VA</u>	<u>64614</u>	<u>(571) 758-5911</u>
<u>Ken &amp; Pamela Blackwell</u>	<u>Transfer</u>	<u>Winchester, VA</u>	<u>64610</u>	<u>(540) 592-1058</u>
<u>Scott Nelson</u>	<u>Non-Renewal</u>	<u>Bentonville, AR</u>	<u>60401</u>	<u>(479) 202-0019</u>
<u>Larry &amp; Laura McKinley</u>	<u>Closure</u>	<u>Jacksonville, FL</u>	<u>60915</u>	<u>(904) 660-0001</u>
<u>Larry &amp; Laura McKinley</u>	<u>Closure</u>	<u>Jacksonville, FL</u>	<u>60934</u>	<u>(904) 544-7477</u>
<u>Sylvester &amp; Linda Williams</u>	<u>Closure</u>	<u>Orlando, FL</u>	<u>60924</u>	<u>(407) 333-0293</u>
<u>Mark &amp; Glenda Inda</u>	<u>Closure</u>	<u>Tampa, FL</u>	<u>60920</u>	<u>(813) 603-1000</u>
<u>Tami Griffith</u>	<u>Closure</u>	<u>Charlotte, NC</u>	<u>63301</u>	<u>(704) 601-7454</u>
<u>Chukwunomso Oriaku</u>	<u>Closure</u>	<u>Houston, TX</u>	<u>64337</u>	<u>(713) 374-7899</u>
<u>Tami &amp; Craig Breit</u>	<u>Closure</u>	<u>Little Suamico, WI</u>	<u>64901</u>	<u>(920) 393-9496</u>

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the TeamLogic IT® Business network. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no Franchisee organizations associated with the TeamLogic IT® system that have been sponsored or endorsed by us, or that have been organized under state law or that have been asked to be included in this disclosure.

**ITEM 21.  
FINANCIAL STATEMENTS**

Attached to this disclosure document as Exhibit “A” are our audited financial statements for fiscal years ending December 31, 2024~~5~~, December 31, 2023~~4~~, and December 31, 2022~~3~~.

**ITEM 22.  
CONTRACTS**

Attached as Exhibits to this Franchise Disclosure Document are the following contracts:

- Exhibit D – Franchise Agreement
- Exhibit E – Multi-State Addendum to Disclosure Document and Franchise Agreement
- Exhibit F – Amendment to Franchise Agreement for Existing and New Multiple
- Exhibit G – Conversion Addendum
- Exhibit H – Transfer Release Agreement
- Exhibit J – SBA Addendum

Attached as Exhibit “D” is a copy of the Franchise Agreement. The Multi-State Addendum is attached as Exhibit “E,” the Conversion Addendum is attached as Exhibit “G,” the Transfer Release Agreement is attached as Exhibit “H,” and the SBA Addendum is attached as Exhibit “J”.

**ITEM 23.  
RECEIPTS**

You will find two copies of the detachable acknowledgement receipt at the end of this disclosure document. Please sign and date both copies and keep one for your records, and the other must be returned to us at TeamLogic, ~~Inc.~~LLC, Attn: Legal Dept., 26722 Plaza, Mission Viejo, CA 92691.

**EXHIBIT “A”**

**FINANCIAL STATEMENTS**

TEAMLOGIC, ~~INC.~~LLC  
Audited Financial Statements  
December 31, 202~~4~~5, 202~~3~~4 and 202~~2~~3

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**

**FINANCIAL STATEMENTS**

**YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023**



CPAs | CONSULTANTS | WEALTH ADVISORS

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**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
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## INDEPENDENT AUDITORS' REPORT

Board of Directors and Shareholders  
TeamLogic, Inc.  
Mission Viejo, California

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the financial statements of TeamLogic, Inc. (the Company), which comprise the balance sheets as of December 31, 2025, 2024, and 2023, and the related statements of operations, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of TeamLogic, Inc. as of December 31, 2025, 2024, and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

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

#### ***Responsibilities of Management for the Financial Statements***

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

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

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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



**CliftonLarsonAllen LLP**

Irvine, California  
March 20, 2026

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
**BALANCE SHEETS**  
**DECEMBER 31, 2025, 2024, AND 2023**

	2025	2024	2023
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash and Cash Equivalents	\$ 2,620,000	\$ 1,897,000	\$ 1,771,000
Accounts Receivable, Net	1,859,000	1,633,000	1,379,000
Deferred Franchise Costs	376,000	355,000	315,000
Prepaid Expenses and Other Current Assets	283,000	185,000	147,000
Total Current Assets	5,138,000	4,070,000	3,612,000
<b>PROPERTY AND EQUIPMENT, NET</b>	617,000	700,000	723,000
<b>OTHER ASSETS</b>			
Deferred Franchise Costs, Net of Current Portion	1,791,000	1,701,000	1,417,000
Total Assets	\$ 7,546,000	\$ 6,471,000	\$ 5,752,000
 <b>LIABILITIES AND STOCKHOLDER'S EQUITY</b>			
<b>CURRENT LIABILITIES</b>			
Accounts Payable and Accrued Expenses	\$ 772,000	\$ 681,000	\$ 502,000
Deferred Revenue	243,000	134,000	50,000
Income Taxes Payable	117,000	123,000	120,000
Total Current Liabilities	1,132,000	938,000	672,000
<b>LONG-TERM LIABILITIES</b>			
Due to Parent	499,000	521,000	441,000
Due to Affiliates	7,000	-	-
Deferred Revenue, Net of Current Portion	62,000	41,000	-
Total Long-Term Liabilities	568,000	562,000	441,000
Total Liabilities	1,700,000	1,500,000	1,113,000
<b>STOCKHOLDER'S EQUITY</b>			
Common Stock - .01 Par Value; 1,000 Shares			
Authorized, Issued and Outstanding	-	-	-
Additional Paid-In Capital	-	-	-
Retained Earnings	5,846,000	4,971,000	4,639,000
Total Stockholder's Equity	5,846,000	4,971,000	4,639,000
Total Liabilities and Stockholder's Equity	\$ 7,546,000	\$ 6,471,000	\$ 5,752,000

See accompanying Notes to Financial Statements.

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
**STATEMENTS OF OPERATIONS**  
**YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023**

	<u>2025</u>	<u>2024</u>	<u>2023</u>
<b>REVENUES</b>			
Continuing Franchise Fees	\$ 11,540,000	\$ 10,209,000	\$ 8,962,000
Initial, Transfer, and Renewal Franchise Fees	1,692,000	1,507,000	793,000
Managed Services and Other Revenues	7,869,000	6,801,000	6,136,000
Franchise Advertising Contributions	<u>1,975,000</u>	<u>1,764,000</u>	<u>1,659,000</u>
Total Revenue	23,076,000	20,281,000	17,550,000
<b>COST OF SALES</b>	<u>3,127,000</u>	<u>2,677,000</u>	<u>2,468,000</u>
<b>GROSS PROFIT</b>	19,949,000	17,604,000	15,082,000
<b>OPERATING EXPENSES</b>			
Selling, General and Administrative	4,280,000	4,196,000	3,915,000
Management Fees	3,728,000	3,310,000	3,104,000
Depreciation and Amortization	101,000	106,000	70,000
Franchise Advertising Expenses	<u>2,062,000</u>	<u>1,746,000</u>	<u>1,628,000</u>
Total Operating Expenses	<u>10,171,000</u>	<u>9,358,000</u>	<u>8,717,000</u>
<b>INCOME BEFORE PROVISION FOR INCOME TAXES</b>	9,778,000	8,246,000	6,365,000
State and Foreign Income Taxes	<u>103,000</u>	<u>114,000</u>	<u>100,000</u>
<b>NET INCOME</b>	<u>\$ 9,675,000</u>	<u>\$ 8,132,000</u>	<u>\$ 6,265,000</u>

See accompanying Notes to Financial Statements.

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
**STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY**  
**YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023**

	Common Stock		Additional Paid-In Capital	Retained Earnings (Deficit)	Total Stockholder's Equity
	Shares	Amount			
<b>BALANCE - DECEMBER 31, 2022</b>	1,000	\$ -	\$ -	\$ 3,774,000	\$ 3,774,000
Distributions	-	-	-	(5,400,000)	(5,400,000)
Net Income	-	-	-	6,265,000	6,265,000
	1,000	-	-	4,639,000	4,639,000
<b>BALANCE - DECEMBER 31, 2023</b>	1,000	-	-	4,639,000	4,639,000
Distributions	-	-	-	(7,800,000)	(7,800,000)
Net Income	-	-	-	8,132,000	8,132,000
	-	-	-	8,132,000	8,132,000
<b>BALANCE - DECEMBER 31, 2024</b>	1,000	-	-	4,971,000	4,971,000
Distributions	-	-	-	(8,800,000)	(8,800,000)
Net Income	-	-	-	9,675,000	9,675,000
	-	-	-	9,675,000	9,675,000
<b>BALANCE - DECEMBER 31, 2025</b>	<u>1,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,846,000</u>	<u>\$ 5,846,000</u>

See accompanying Notes to Financial Statements.

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023**

	2025	2024	2023
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net Income	\$ 9,675,000	\$ 8,132,000	\$ 6,265,000
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Depreciation and Amortization	101,000	106,000	70,000
(Increase) Decrease in Assets:			
Accounts Receivable	(226,000)	(254,000)	(221,000)
Deferred Franchise Costs	(111,000)	(324,000)	25,000
Prepaid Expenses and Other Assets	(98,000)	(38,000)	(17,000)
Increase (Decrease) in Liabilities:			
Accounts Payable and Accrued Expenses	91,000	179,000	37,000
Deferred Revenue	130,000	125,000	(130,000)
Income Taxes Payable	(6,000)	3,000	(18,000)
Net Cash Provided by Operating Activities	9,556,000	7,929,000	6,011,000
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Purchase of Property and Equipment	(18,000)	(83,000)	(612,000)
Net Cash Used by Investing Activities	(18,000)	(83,000)	(612,000)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Due to (from) Parent	(22,000)	80,000	(234,000)
Due to (from) Affiliates	7,000	-	-
Distributions	(8,800,000)	(7,800,000)	(5,400,000)
Net Cash Used by Financing Activities	(8,815,000)	(7,720,000)	(5,634,000)
<b>CHANGE IN CASH AND CASH EQUIVALENTS</b>	723,000	126,000	(235,000)
Cash and Cash Equivalents - Beginning of Year	1,897,000	1,771,000	2,006,000
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	\$ 2,620,000	\$ 1,897,000	\$ 1,771,000
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>			
Cash Paid During the Year for:			
State and Foreign Income Taxes	\$ 109,000	\$ 111,000	\$ 118,000

See accompanying Notes to Financial Statements.

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025, 2024, AND 2023**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Operations**

TeamLogic, Inc. (the Company) was incorporated on September 1, 2004, in the state of California. The Company is a wholly owned subsidiary of Franchise Services, Inc. (FSI or the Parent). The Company is engaged in the sale and service of domestic and international franchises that provides outsourced IT services for small and mid-sized businesses using the brand name “TeamLogic IT.”

At December 31, 2025, the Company had 344 operating franchise locations. The total number of new franchises opened during 2025, 2024, and 2023 was 41, 34, and 20, respectively. The Company did not have any franchisor-owned units during these years. At December 31, 2025, there were 5 franchisees who have executed agreements but have not started operations.

**Affiliate Companies**

FSI also owns the following subsidiaries:

*Sir Speedy, Inc.*, headquartered in Mission Viejo, California, which sells and provides support to domestic and international franchised quick printing and marketing services centers using the brand name “Sir Speedy.”

*Postal Instant Press, Inc.*, headquartered in Mission Viejo, California, which sells and provides support to domestic and international franchised quick printing and marketing services centers using the brand name “PIP Printing.”

*Signal Graphics, Inc.*, headquartered in Mission Viejo, California, which sells and provides support to domestic franchised quick printing and marketing services centers using the brand name “Signal Graphics.”

*Summit Marketing Communications, Inc.*, headquartered in Mission Viejo, California, which is an advertising agency.

**Financial Statement Presentation**

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). References to the “ASC” hereafter refer to the Accounting Standards Codification established by the Financial Accounting Standards Board (FASB) as the source of authoritative U.S. GAAP.

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025, 2024, AND 2023**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Financial Statement Presentation (Continued)**

FASB ASC 810-10, *Consolidation*, addresses the consolidation of an entity whose equity holders either (a) have not provided sufficient equity at risk to allow the entity to finance its own activities or (b) do not possess certain characteristics of a controlling financial interest. FASB ASC 810-10 requires the consolidation of such an entity, known as a variable interest entity (VIE), by the primary beneficiary of the entity. The primary beneficiary is the entity, if any, that is obligated to absorb a majority of the risk of loss from the VIE's activities, entitled to receive a majority of the VIE's residual returns, or both. The principal type of entities in which the Company would possess a variable interest includes franchise entities. The Company does not possess any ownership interests in franchise entities. Additionally, the Company does not provide financial support to franchise entities in a typical franchise relationship. As a result, the Company did not consolidate any franchise entities.

**Cash and Cash Equivalents**

For purposes of reporting cash flows, cash and cash equivalents include cash on hand and in banks and all highly liquid debt instruments purchased with original maturities of three months or less.

**Accounts Receivable and Allowance for Credit Losses**

Trade receivables consists of continuing franchise fees and managed services fees, net of allowance for credit losses. An allowance for credit losses is established based upon historical experience and current economic conditions. The Company also considers any specific customer collection issues. The Company periodically assesses its methodologies for estimating credit losses in consideration of actual experience, trends, and changes in the economic environment. As of December 31, 2025, 2024, and 2023, the allowance for credit losses was \$60,000, \$154,000, and \$91,000, respectively.

**Property and Equipment**

Property and equipment are stated at cost. Major improvements and betterments are capitalized. Maintenance and repairs are expensed as incurred. Property and equipment are depreciated over estimated useful lives of 3 to 20 years. Depreciation is computed using straight-line method for financial purposes and accelerated methods for income tax purposes.

For common control leasing arrangements, the Company amortizes leasehold improvements over the useful life of the improvement (regardless of the term) while the Company continues to use the underlying assets. Upon termination of the lease by the Parent, the Company transfers the residual value to the common control lessor. For all other leases, leasehold improvements are amortized over the shorter of the useful life of the asset or the lease term including renewal periods that are reasonably assured.

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025, 2024, AND 2023**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue Recognition from Contracts with Customers**

The Company's revenue includes initial franchise fees, transfer fees, continuing franchise fees, franchise advertising contributions, and other revenue relating to various managed services, interest and other income. The Company recognizes revenue when its customer obtains control of promised goods or services in an amount that reflects the consideration which the Company expects to receive in exchange for those goods or services. To determine revenue recognition for the arrangements that the Company determines are within the scope of Topic 606, the Company performs the following five steps: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when (or as) the Company satisfies a performance obligation.

The Company adopted FASB issued Accounting Standards Update (ASU) 2021-02 *Franchisors – Revenue from Contracts with Customers (Subtopic 952-606)*. ASU 2021-02 provides a practical expedient for franchisors to account for certain pre-opening services as distinct from the franchise license when identifying performance obligations under ASC 606. The Company has elected to treat the pre-opening services as a single performance obligation.

The initial franchise fee is \$49,500 for a new franchise, \$40,000 for eligible veterans, \$49,500 for any subsequent franchises opened by the same franchisee, and \$49,500 for a conversion franchise.

Under franchise agreements, the Company provides franchisees with (i) a franchise license, which includes a license to use intellectual property and advertising and promotion management, (ii) pre-opening services, such as training and inspections, and (iii) ongoing services, such as development of training materials. The services provided under the franchise agreements are extensive.

Initial, Transfer, And Renewal Franchise Fees – Upon execution of a franchise agreement, the franchisee is required to pay a franchise fee to the Company. In connection with the franchise fee, the Company provides services and support to the franchisee for its pre-opening activities, such as site selection and training. These pre-opening services provided by the Company are a single performance obligation and the franchise fee is recognized upon satisfaction and completion of the pre-opening services by the Company. Generally pre-opening services are complete upon the opening of the franchisee's location. If the pre-opening services are not complete or are in process, the Company records the franchise fee received as a contract liability. Transfer and renewal franchise fees are recognized over the term of the franchise agreement.

Continuing Franchise Fees – Continuing franchise fees are calculated as the greater of a fixed amount or a percentage of franchise sales over the term of the franchise agreement and recognized as franchisees' sales occur and collectability of the fees is reasonably assured.

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025, 2024, AND 2023**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue Recognition from Contracts with Customers (Continued)**

Managed Services – The Company collects fees for managed services from its franchisees based on the number of licenses used. Fees for managed services are recorded as revenue monthly as services are provided and collectability of the fees is reasonably assured.

Franchise Advertising Contributions – The franchisees contribute to an advertising fund managed by the Company. Under the franchise agreements, advertising contributions received from franchisees must be spent on advertising, product development, marketing and related activities. Franchise advertising contributions are recognized as franchisees' sales occur.

**Deferred Franchise Costs**

Deferred franchise costs represent commissions that are direct costs incurred in conjunction with the sales of a franchise. These costs are amortized on a straight-line basis over the term of the franchise agreement.

**Deferred Revenue**

Deferred revenue represents franchise fees received from franchisees that have signed franchise agreements but have not yet opened their location.

**Income Taxes**

For federal tax purpose, an election was made to treat the Company and its Parent (Franchise Services, Inc.) as Qualified Subchapter S Subsidiaries (QSSS). As a QSSS, the Company and its Parent are not treated as separate corporations and all assets, liabilities, items of income, deduction, and credit of the Company and its Parent are treated as assets, liabilities, items of income, deduction, and credit of the parent of Franchise Services, Inc.

The Company provides for state taxes for various jurisdictions that either treat the Company as a separate corporation or impose a franchise tax.

**Long-Lived Assets**

The Company accounts for impairment and disposition of long-lived assets in accordance with FASB ASC 360-10, *Property, Plant, and Equipment*. FASB ASC 360-10 requires impairment losses to be recognized for long-lived assets used in operations when indicators of impairment are present and the undiscounted future cash flows are not sufficient to recover the assets' carrying amount. There was no impairment of the value of such assets for the years ended December 31, 2025, 2024, and 2023.

**Advertising Costs**

Advertising and promotional costs not associated with the advertising funds are charged to operations when incurred. Advertising and promotional costs totaled \$526,000, \$496,000, and \$438,000, for the years ended December 31, 2025, 2024, and 2023, respectively. Advertising and promotional costs are included in selling, general and administrative expenses in the accompanying statements of operations.

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025, 2024, AND 2023**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Use of Estimates**

The process of preparing financial statements in conformity with U.S. GAAP requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues, and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

**Adoption of New Measurement of Credit Loss Standard**

For the year ended December 31, 2025, management has elected to early adopt ASU No. 2025-05, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. This standard introduces a practical expedient that allows entities to assume that current conditions persist over the life of the asset, and an election permitting consideration of post-balance sheet cash collections when estimating expected credit losses. As a result for the year ended December 31, 2025, the Company no longer incorporates forward-looking macroeconomic forecasts into its credit loss estimates for outstanding accounts receivable and contract assets. Instead, the Company relies on historical loss experience and current conditions as of the reporting date. Additionally, the Company considers subsequent cash collections received prior to issuance of the financial statements when evaluating collectability.

**NOTE 2 REVENUES FROM CONTRACTS WITH CUSTOMERS**

**Disaggregation of Revenues**

The Company believes that the captions contained in the statements of operations appropriately reflect the disaggregation of its revenue by major type for the years ended December 31, 2025, 2024 and 2023.

**Contract Receivables and Contract Liabilities**

Due to ASC 606 required reclassifications, the following are contract receivables and contract liabilities as of December 31, 2025, 2024, and 2023:

	December 31, 2025	December 31, 2024	December 31, 2023	January 1, 2023
Accounts Receivable	\$ 1,919,000	\$ 1,787,000	\$ 1,470,000	\$ 1,168,000
Less: Allowance for Credit Losses	(60,000)	(154,000)	(91,000)	(10,000)
Accounts Receivable, Net	<u>\$ 1,859,000</u>	<u>\$ 1,633,000</u>	<u>\$ 1,379,000</u>	<u>\$ 1,158,000</u>
Contract Liability	<u>\$ 305,000</u>	<u>\$ 175,000</u>	<u>\$ 50,000</u>	<u>\$ 180,000</u>

There were no contract assets at December 31, 2025, 2024, 2023, and January 1, 2023.

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025, 2024, AND 2023**

**NOTE 3 CONCENTRATIONS, RISKS, AND UNCERTAINTIES**

The Company maintains its cash account in a financial institution. The account at this institution is insured by the Federal Deposit Insurance Corporation up to \$250,000. The amount of uninsured cash balance at this institution was \$1,332,000, \$1,406,000, and \$750,000 at December 31, 2025, 2024, and 2023, respectively.

The Company purchased approximately 53% and 44% of its products from two vendors during 2025 and 2024, respectively, and 27% of its products from one vendor during 2023. At December 31, 2025 and 2024, the outstanding balance to these vendors totaled \$117,000 and \$48,900, respectively. There were no balances outstanding with these vendors at December 31, 2023.

**NOTE 4 RESTRICTED CASH**

At December 31, 2025, 2024, and 2023, the cash and cash equivalents include a restricted cash account for advertising fund contributions. The balance of the restricted cash account was \$284,000, \$269,000, and \$271,000, respectively.

**NOTE 5 PROPERTY AND EQUIPMENT**

Property and equipment at December 31, 2025, 2024, and 2023 are as follows:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Autos	\$ 48,000	\$ 48,000	\$ 71,000
Furniture and Fixtures	33,000	33,000	33,000
Office Equipment and Software	707,000	689,000	695,000
Leasehold Improvements	<u>244,000</u>	<u>244,000</u>	<u>165,000</u>
Total Property and Equipment, at Cost	1,032,000	1,014,000	964,000
Less: Accumulated Depreciation	<u>(415,000)</u>	<u>(314,000)</u>	<u>(241,000)</u>
Property and Equipment, Net	<u>\$ 617,000</u>	<u>\$ 700,000</u>	<u>\$ 723,000</u>

Depreciation expense for the years ended December 31, 2025, 2024, and 2023 totaled \$101,000, \$106,000, and \$70,000, respectively.

At December 31, 2025, 2024, and 2023, the unamortized lease balance of the leasehold improvements from the related party lease was approximately \$137,000, \$158,000, and \$100,000, respectively. The remaining economic life of the leasehold improvements range from 4 to 19 years.

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025, 2024, AND 2023**

**NOTE 6 PROVISION FOR INCOME TAXES**

The Company has adopted the provisions of ASC Topic 740-10, *Accounting for Uncertainty in Income Taxes*. As of December 31, 2025, 2024, and 2023, the unrecognized tax benefit accrual was zero. The Company will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense, if incurred.

The Company undergoes an annual analysis of its various tax positions, assessing the likelihood of those positions being upheld upon examination with relevant tax authorities, as defined by ASC 740-10.

For the years ended December 31, 2025, 2024, and 2023, the components of the provision for income taxes reflected in the statements of operations are as follows:

	2025	2024	2023
Current			
State, Net	\$ 96,000	\$ 107,000	\$ 89,000
Foreign	7,000	7,000	11,000
Total Current	103,000	114,000	100,000
Deferred			
Total State and Foreign Income Taxes	\$ 103,000	\$ 114,000	\$ 100,000

**NOTE 7 COMMITMENTS AND CONTINGENCIES**

**Operating Leases**

The Company's corporate office is situated in office space leased and managed by its Parent. The Parent charged the Company rent expenses. Facility rent expense for the years ended December 31, 2025, 2024, and 2023, totaled \$278,000, \$280,000, and \$269,000, respectively, and is included in management fees in the accompanying statements of operations.

**Litigations**

The Company experiences routine litigation in the normal course of its business. Management does not believe that any pending or threatened litigation will have a material adverse effect on its financial statements.

**Indemnities and Guarantees**

During the normal course of business, the Company has made certain indemnities and guarantees under which it may be required to make payments in relation to certain transactions. These indemnities include certain agreements with the Company's officers, under which the Company may be required to indemnify such person for liabilities arising out of their employment relationship. The duration of these indemnities and guarantees varies and, in certain cases, is indefinite. The majority of these indemnities and guarantees do not provide for any limitation of the maximum potential future payments the Company could be obligated to make. Historically, the Company has not been obligated to make any payments for these obligations and no liabilities have been recorded for these indemnities and guarantees in the accompanying balance sheets.

**TEAMLOGIC, INC.**  
**(A WHOLLY OWNED SUBSIDIARY OF FRANCHISE SERVICES, INC.)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2025, 2024, AND 2023**

**NOTE 8 RELATED PARTY TRANSACTIONS**

The Parent periodically makes advances to the Company. At December 31, 2025, 2024, and 2023 the amount due to the Parent was \$499,000, \$521,000, and \$441,000, respectively, and is included in due to affiliate in the accompanying balance sheet.

The Company's corporate office is located in a building leased and managed by its Parent. This building is owned by parties related to the owner of the Parent.

Included in management fees are selling, rent, payroll expenses, and certain administrative support functions of the Company provided and charged by the Parent. Expenses were allocated to the Company based on the percentage of support provided by the Parent. For the years ended December 31, 2025, 2024, and 2023, overhead and other administrative support costs charged by the Parent totaled \$3,728,000, \$3,310,000, and \$3,104,000, respectively.

For the years ended December 31, 2025, 2024, and 2023, Summit Marketing Communications, Inc. (SMC) provided advertising agency services on behalf of the Company which is included as part of management fees in the accompanying statements of operations. The amounts charged by SMC were \$14,000, \$7,000, and \$17,000, respectively. At December 31, 2025, the amount due to SMC was \$7,000. There were no amounts due to SMC as of December 31, 2024 and 2023.

The Parent charged the Company \$80,000, \$70,000, and \$70,000, respectively, for printing related expenses in 2025, 2024, and 2023 which are included as part of selling, general and administrative expenses in the accompanying statements of operations.

**NOTE 9 EMPLOYEE BENEFIT PLAN**

The Parent sponsors a qualified 401(k) plan (the Plan) for all eligible employees. In addition, the Parent, at the option of the Board of Directors, may make a discretionary contribution to the Plan, subject to the limit prescribed by law. The Company's expenses in connection with the Plan were \$331,000, \$303,000, and \$277,000, respectively during the years ended December 31, 2025, 2024, and 2023, which is included in management fees in the accompanying statements of operations.

**NOTE 10 SUBSEQUENT EVENTS**

Subsequent to December 31, 2025, the Company and its affiliates (Note 1) converted from corporations to limited liability companies. TeamLogic, Inc. was changed to TeamLogic, LLC. The conversion had no impact on the Company's financial position or results of operations.

The Company has evaluated subsequent events through March 20, 2026, the date which the financial statements were available to be issued.



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See [CLAGlobal.com/disclaimer](http://CLAGlobal.com/disclaimer). Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

**EXHIBIT “B”**

**AGENTS FOR SERVICE OF PROCESS**

## AGENTS FOR SERVICE OF PROCESS

### California

Department of Financial Protection and  
Innovation (DFPI)  
320 W. 4<sup>th</sup> Street, Suite 750  
Los Angeles, CA 90013-2344  
(213) 576-7500

### Hawaii

Hawaii Commissioner of Securities  
Department of Commerce and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 205  
Honolulu, HI 96813  
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### Illinois

Illinois Attorney General  
500 South Second Street  
Springfield, IL 62706  
(217) 782-4465

### Indiana

Indiana Secretary of State  
200 W. Washington Street, Room 201  
Indianapolis, IN 46204  
(317) 232-6681

### Maryland

Maryland Securities Commissioner  
200 Saint Paul Place  
Baltimore, MD 21202  
(410) 576-6360

### Michigan

Michigan Attorney General's Office  
Consumer Protection Division  
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525 W. Ottawa Street  
Lansing, MI 48909  
(517) 373-7117

### Minnesota

Minnesota Commissioner of Commerce  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
Saint Paul, MN 55101-3165  
(651) 539-1600

### New York

Secretary of State  
99 Washington Ave.  
Albany, NY 12231  
(518) 473-2492

### North Dakota

Insurance & Securities Commissioner  
North Dakota Insurance & Securities  
Department  
600 E. Boulevard Ave., ~~5<sup>th</sup> Floor~~ Dept. 401  
Bismarck, ND 58505  
(701) 328-~~471~~22910

### Rhode Island

Securities Division  
Rhode Island Department of  
Business Regulations  
1511 Pontiac Ave., Bldg. 69-1  
Cranston, RI 02920  
(401) 462-9527

### South Dakota

Division of Insurance  
Securities Regulation  
124 S. Euclid Ave., Suite 104  
Pierre, SD 57501-3168  
(605) 773-3563

### Virginia

Clerk, Virginia State Corporation Commission  
1300 E. Main Street, 1<sup>st</sup> Floor  
Richmond, VA 23219  
(804) 371[9733

### Washington

Director, Department of Financial Institutions  
Securities Division, 3<sup>rd</sup> Floor  
150 Israel Road SW  
Tumwater, WA 98501  
(360) 902-8760

### Wisconsin

Administrator, Division of Securities  
WI Department of Financial Institutions  
4822 Madison Yards Way, North Tower  
Madison, WI 53705-9100  
(608) 261-9555

In all other states, you may serve TeamLogic IT® at the following address:

Attn: President, TeamLogic, ~~Inc~~-LLC, 26722 Plaza, Mission Viejo, CA 92691.

**EXHIBIT “C”**

**BRAND STANDARDS AND OPERATIONS MANUAL  
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## TEAMLOGIC IT OPERATIONS MANUAL

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**EXHIBIT “D”**

**FRANCHISE AGREEMENT**

TeamLogic IT® Business # \_\_\_\_\_

Contract Date: \_\_\_\_\_  
*Date Executed by Franchisor*

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

FRANCHISE OFFERED:



The Parties to this Franchise Agreement are:

FRANCHISOR:

TeamLogic, ~~Inc.~~ LLC  
a ~~California corporation~~ Delaware limited liability  
company  
26722 Plaza  
Mission Viejo, CA 92691

AND

FRANCHISEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HOME ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER:

\_\_\_\_\_



TERRITORY DESIGNATION  
(with map attached)

TeamLogic IT<sup>®</sup> BUSINESS NUMBER: \_\_\_\_\_

The following is a description of Franchisee's territory, if any, as outlined on the attached map. The physical boundaries as represented by the written description and shall remain the territory for the term of the Franchise Agreement in the event street names, city borders, or zip codes become obsolete or change.

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**SAMPLE**

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BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TEAMLOGIC, ~~INC.~~LLC**  
**FRANCHISE AGREEMENT**

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## FRANCHISE AGREEMENT

This TeamLogic IT<sup>®</sup> Franchise Agreement (hereinafter “Agreement”) is entered into between TeamLogic, ~~Ine, LLC~~, a ~~California corporation~~ Delaware limited liability company (hereinafter “Franchisor”) and the undersigned (hereinafter “Franchisee”), with reference to the following facts:

### R E C I T A L S

A. Franchisor has developed and is engaged in the ongoing development and operation of a “System” (as defined in Section 1 hereof) under certain Trademarks (as defined in Section 1 hereof) operated in accordance with the provisions of this Agreement and Franchisor’s “Brand Standards and Operations Manual” (as defined in Section 1 hereof), as it may be amended.

B. Franchisor grants to persons that meet Franchisor’s qualifications, and are willing to undertake the investment and effort, a franchise to operate a TeamLogic IT<sup>®</sup> Business (as defined in Section 1 hereof) and to utilize the System.

C. Franchisor is the sole and exclusive owner of all proprietary and other rights and interests in and to the trade names and trademarks, “TeamLogic IT<sup>®</sup>,” and all other names, phrases and logos associated with or having acquired a secondary meaning by use with the TeamLogic IT<sup>®</sup> network and all variations, similarities and likenesses together with signs, emblems, insignia, color schemes and patterns used and/or associated with, or as part of, the TeamLogic IT<sup>®</sup> System; Franchisor also owns proprietary rights in a number of trade secrets such as operations manuals, instruction materials, compilations, vendor terms and contact information, information, knowledge and know-how, business and marketing processes and methods; and

D. Franchisee desires to acquire the right to become a part of the TeamLogic IT<sup>®</sup> network and use the TeamLogic IT<sup>®</sup> System, trademarks, trade names and trade secrets in connection with the operation of a TeamLogic IT<sup>®</sup> Business.

Acknowledging the above recitals, the parties mutually agree as follows:

### **SECTION I. DEFINITIONS**

1. The following terms shall have the following meanings when they appear capitalized in this Agreement.

Brand Standards and Operations Manual – The term “Brand Standards and Operations Manual” shall mean the proprietary manual containing policies and procedures to be adhered to by Franchisee in performing under this Agreement, including all updates and supplements provided to Franchisee by Franchisor.

Business – The term “Business” shall mean the business operations of the TeamLogic IT<sup>®</sup> Franchise subject to this Franchise Agreement.

Client Management Tools – The term “Client Management Tools” shall mean the collection of any and all software systems and other online or offline data repositories that store customer information and data including client’s contact information, sales information, service history, and more.

Core Services – Franchisor will maintain a list of the products and services that are considered to be standard and that all TeamLogic IT® Franchisees must offer their clients, “Core Services.” This list will be used for marketing materials and sales efforts. It is the responsibility of the Franchisee to ensure that they have the technical skills on staff to perform all Core Services. This list may be modified from time to time.

Franchisee Intranet Site – The Franchisee Intranet Site supports the business operations of TeamLogic IT® franchisees. This site facilitates communication between the franchisees and franchisor. It is a repository for documentation, articles and forms related to all aspects of a TeamLogic IT® Business that a franchisee may need from time-to-time and is accessible 24/7/365. The components making up the Franchisee Intranet Site may be modified or changed by Franchisor as needed.

Gross Sales – Except as provided below, the term “Gross Sales” shall mean ~~all sales by your Business (for all services, labor charges related to the installation of hardware or software, including buyouts), revenues from all TeamLogic IT® Managed Services, Core and Non-Core Services, whether for cash, check, credit, financed, leased or barter, and without deduction for failure to collect. Gross Sales does not include revenue from the sale of hardware or software and associated sales or use tax (“Product”), unless such hardware or software is sold as a service, amounts billed or received by the Business for all Services, including Core Services, Non-Core Services, Managed Services, project services, labor charges, and fees related to the installation, configuration, maintenance, or management of hardware or software, including buyouts, whether for cash, check, credit, financing, lease, or barter, and without deduction for uncollectible accounts or failure to collect. Gross Sales expressly exclude revenue derived solely from the sale or resale of Products, including hardware or software transferred to a customer through a one-time purchase, and any sales, use, or similar taxes collected, unless such hardware or software is provided, licensed, hosted, or bundled as part of a Service, in which case the related revenue is included in Gross Sales. For avoidance of doubt, classification of revenue as a Service or Product shall be determined in accordance with the Operations Manual and the Franchisor’s then-current chart of accounts.~~

Information Security – Franchisor maintains an information security standard and program that all TeamLogic IT® franchisees must adhere as outlined in a “Security Operations Guide”. This standard establishes a minimum level of security that each franchisee is responsible to implement for each location. This standard may be modified from time to time.

Network – The term “Network” shall mean all of the TeamLogic IT® franchisees and any Franchisor-owned TeamLogic IT® locations.

Non-Core Services – The term “Non-Core Services” shall mean, in addition to the Core Services listing of products and services, additional IT-related services that Franchisee may offer their clients, assuming Franchisee can perform these services either through a brokered agreement or by qualified on-staff technicians.

Onsite Qualified Technician – The term “Onsite Qualified Technician” shall mean the first technician that is hired in your business must be located in reasonable geographic proximity to your office and thereby is readily available to perform onsite services for your existing clients and be able to accompany you, the

franchise owner, on prospective and existing client meetings.

Product - A “Product” is defined as hardware or software or other technology in which the ownership for the technology is moved to the customer and the transaction is handled as a single event, and the Product is not sold as a service.

Professional Services Automation - The term “Professional Services Automation” shall refer to the software system which Franchisee shall use to operate, record and manage all business operational activity.

Proprietary Information – The term “Proprietary Information” means all information deemed confidential by the Franchisor, including its trade secrets which are contained within the System (defined below) and are not generally known to the public, such as survey results, know-how, compilations, methods, techniques, “best practices” and processes that are gathered, assimilated and made available to Franchisee specifically to gain an advantage over their competitors or to be more successful in their Business. Proprietary Information made available to the Franchisee, and not to the public, shall be deemed confidential and will be protected by Franchisee.

Service – A Service is recurring revenue that has the ownership of the technology residing with someone other than the end user or customer, including, but not limited to, software as a service (SaaS) and hardware as a service (HaaS). The customer procuring the services does not generally, except by exclusive contract, obtain exclusive ownership. Service also includes consulting, labor and installation charges to the customer.

System – The term “System” shall mean the comprehensive marketing, sales, financial, technology and employee management systems prescribed by Franchisor, to be used in the conduct of the Business in this Agreement and the Brand Standards and Operations Manual, as amended from time to time. All elements of the System are confidential and proprietary and are considered trade secrets, and belong to Franchisor. Franchisee shall not receive any rights to the System other than a conditional license to use the System outlined herein. The System shall include, among other things, the Trademarks, Core Services, Non-Core Services, the Brand Standards and Operations Manual, the Franchisee intranet site, and all Franchisor-produced advertising, marketing and sales programs, methods and techniques, vendor compilations, knowledge and know-how, survey results, customer and customer data obtained utilizing the System, TeamLogic IT<sup>®</sup> websites, URL’s and domain names. In its sole discretion, Franchisor may improve and/or change the System from time to time for the intended purpose of making the System more effective, efficient, economical, or competitive.

TeamLogic IT<sup>®</sup> Managed Services – TeamLogic IT<sup>®</sup> Managed Services is Franchisor’s branded Managed Services offering. The TeamLogic IT<sup>®</sup> Managed Services solution consists of a variety of integrated services including technology that will proactively monitor the clients’ IT infrastructure, help detect problems and provide remote control access. Additionally, the Network Operations Center (NOC) provides proactive technical support, the Help Desk/Service Desk provides reactive end-user technical support and activity management, and the Business Continuity solutions provide back-up and disaster recovery and account management support. Franchisor’s Managed Services solution provides reports on performance optimization of the clients’ systems regardless of whether the clients’ technology is premised-based, in the cloud or a combination (hybrid). The revenue generated from these TeamLogic IT<sup>®</sup> Managed Services each month will be recurring revenue for the Franchisee.

Territory – The term “Territory” shall mean that approved designated geographical area defined on the Territory Designation Sheet with an approved territory name.

Trademarks – The terms “Trademarks” shall mean the proprietary marks owned by Franchisor and registered or pending registration with the United States Patent and Trademark Office, and common law trademarks and service marks, trade names, logos, tag lines, descriptors, designs and other commercial symbols which Franchisor now uses, or uses in the future to identify the TeamLogic IT® Business.

## **SECTION II.** **GRANT OF FRANCHISE**

2.1 Grant of Franchise. Subject to the terms of this Agreement, Franchisor hereby grants and the Franchisee does hereby accept a franchise to operate one (1) TeamLogic IT® Business office space within Franchisee’s territory throughout the term of this Agreement. Franchisee further agrees to continuously operate the Business only under the brand name TeamLogic IT® throughout the term of this Agreement, and will not operate any other business under any other trademark, service mark, name or license, except that of a TeamLogic IT® Business, at said franchised location, or any other location, during the term of this Agreement, without prior written authorization from Franchisor.

2.2 License of Trademarks. Franchisor hereby grants to Franchisee the right, during the term hereof, to use and display the Trademarks in accordance with this Agreement and the Brand Standards and Operations Manual, solely in connection with the operation of the Franchised Business. Franchisee acknowledges that the Trademarks are the exclusive property of Franchisor and Franchisee does not, and will not in the future, assert any claim to any goodwill, reputation, or ownership of the Trademarks virtue of Franchisee’s use thereof. The rights granted herein by Franchisor is a non-exclusive, revocable, free from continuing franchise fees license.

2.3 Access to Franchisee Intranet Site. Franchisor hereby grants to Franchisee conditional and non-exclusive access to use and utilize the then current Franchisee Intranet Site in connection with the TeamLogic IT® Business, for the term of this Agreement and only as authorized by Franchisor.

## **SECTION III.** **PAYMENTS BY FRANCHISEE**

3.1 Initial Franchise Fee. Concurrently with the execution of this Agreement, Franchisee shall pay to Franchisor a non-refundable Initial Franchise Fee in the amount of \$49,500. If Franchisee qualifies for a Vet★Fran discount, the Initial Franchise Fee is \$40,000. For multiple franchise purchases, the Initial Franchise Fee is \$49,500, unless the multiple franchise will belong to a veteran in which the Franchise Fee would be \$40,000. For a conversion franchise, the Initial Franchise Fee is \$49,500.

3.2 Software License Fees. The annual software licenses fees are between \$2,~~400~~311 and \$3,~~500~~711 (subject to change), depending on the particular software, and a portion of the fees is payable to Franchisor and billed to franchisee on a monthly basis. The Professional Services Automation (“PSA”) software fees are payable to Franchisor.

3.3 Minimum and Continuing Franchise Fees. Franchisee shall pay to Franchisor or its designees a Continuing Franchise Fee equal to seven percent (7%) of Franchisee’s monthly Gross Sales (as defined in Section 1), subject to the monthly minimums stated below. Continuing Franchise Fees are collected electronically on a monthly basis via automatic withdrawal from a pre-authorized account, without deduction for failure to collect from Franchisee’s clients. No offset is permitted against Continuing Franchise Fees for amounts due or allegedly due Franchisor by Franchisee.

3.4 Minimum Advertising Fees. Franchisee shall pay no advertising fund fees in the first 12 months. For the remainder of the contract, the greater of 1.2% of gross sales or \$200 per month is due and payable to the Teamlogic IT® Advertising Fund. Methods and media employed, contents of advertising, and terms and conditions of advertising campaigns and promotional programs shall be within the sole discretion of Franchisor. Franchisee shall not offset any advertising fees based upon Franchisee’s dislike or non-use of the marketing and advertising programs and materials created from the Network-wide Advertising Fund. No offset is permitted against advertising fees for amounts due or allegedly due Franchisor by Franchisee. Franchisor does not guarantee that the Network-wide advertising will appear in Franchisee’s geographic area in proportion to Franchisee’s specific contributions in any given year. The purpose of the Advertising Fund is to promote the brand on a national basis. Franchisor reserves the right to allocate no more than 15% of the Advertising Fund revenue for its general administrative expenses, including, without limitation, collection agency fees and expenses incurred in collecting the Funds from past and present franchisees. You must also spend an additional minimum of \$2,500 a month for local marketing for the length of the contract.

3.5. TeamLogic IT® Managed Services Fees. Franchisee shall pay to Franchisor a fee on all TeamLogic IT® Managed Services Remote Monitoring and Management (RMM) Software agents used directly or indirectly by the franchisee. Currently, fees paid to Franchisor range from six dollars (\$6) down to three dollars (\$3) per RMM agent per month depending on volume, and may change from time to time. In order to maintain consistency and integrity of Franchisor’s managed services solution, all core remote monitoring and management software agents must be purchased from and are payable to Franchisor. Upon prior written approval, software agents may be purchased from an approved supplier Franchisor designates. If Franchisee wants to use or sell any equivalent or subset of remote monitoring and management software, Franchisee must obtain Franchisor’s prior written approval to use or sell the equivalent or subset RMM tool.

Franchisee must maintain TeamLogic IT® Managed Services on a minimum of three (3) computers in Franchisee’s Business and pay the associated monthly fees. TeamLogic IT® Managed Services fees are collected on a monthly basis via electronic withdrawal from a pre-authorized account, on the last business day of the month for all TeamLogic IT® Managed Services agents in place at the end of the prior month, without deduction for failure to collect from Franchisee’s client. No offset is permitted against any other amounts due or allegedly due Franchisor by Franchisee.

3.6. Monthly Minimums. Beginning with the first day after the first full month following completion of training, or sooner (“open date”), or the month Franchisee takes over ownership:

<b>Months in Business</b>	<b>Monthly Minimums</b>
First 12 months	Continuing Franchise Fees:      \$0.00
	Advertising Fund Fees:              \$0.00

Months 13 to end of franchise agreement	Continuing Franchise Fees: \$1,000.00
	Advertising Fund Fees: \$200.00

The 12-month exception to the Minimum Royalty does not apply if you are signing the Franchise Agreement to operate an existing TeamLogic IT® Business, including when renewing an expiring franchise agreement or buying an already existing TeamLogic IT® Business (an “Existing Business”).

3.7 E-Mail Service Fee. Franchisee shall pay to an approved outside vendor a monthly, e-mail service fee based on the number of Franchisee’s email addresses. The current email address fee is \$~~2425~~.00 per email user per month and is subject to change.

3.8 Interest on Delinquent Charges. If Franchisee fails to pay Franchisor any amount when due under this Agreement, or any other agreement with Franchisor, Franchisee must pay interest on the delinquent amount at the California Judgment Rate, currently 10%, or the maximum rate permitted by any applicable law. In addition, Franchisee shall pay any expenses incurred by Franchisor in the collection of such delinquent amounts. Franchisor may charge an insufficient funds fee of \$250 if a payment made by you is returned because of insufficient funds in your account and your bank does not honor any EFT.

3.9 Multi-Factor Authentication. Multi-Factor Authentication (MFA) is required for the duration of the contract. MFA is a security tool. It does not guarantee to prevent a security breach. Any fees for MFA will be charged directly by the appropriate vendor.

3.9.10 Software Fee. Franchisee agrees to pay a fee for use of a CRM tool in the amount of \$300 per month (subject to vendor increases) starting on July 1, 2026, for the duration of the Franchise Agreement. Such fees are to be paid in the same manner as CFF and Advertising Fees.

#### SECTION IV. OBLIGATIONS OF FRANCHISOR

4.1 Pre-Opening Obligations. Prior to the opening of your TeamLogic IT® Business, TeamLogic will:

a. Provide one copy of our proprietary Brand Standards and Operations Manual and provide updates and changes to the Brand Standards and Operations Manual, which may be provided for you electronically. This Manual is confidential and remains TeamLogic’s property. TeamLogic may modify, add to, or delete from the manual; the modifications will not alter your status or rights under the Franchise Agreement.

b. Award a Territory. A review of Franchisee’s preferred territory area will be conducted for availability and business count requirements. TeamLogic, ~~Inc.~~ LLC must approve the franchisee’s territory and territory name.

c. Provide Initial Training. This Initial Training includes up to 6 days of classroom instruction at TeamLogic headquarters in Mission Viejo, California, and up to ~~2643~~ hours of pre-opening training and

~~6184.5~~ hours of post-opening training online and through webinars and phone consultation. The objective of the Initial Training is to train you in the four operating systems for your Business: Technology Management, Employee Management, Marketing and Sales Management, and Financial Management. The Initial Training must be scheduled and completed within two (2) months after signing the Franchise Agreement. Your Franchise Fee, or the Transfer Fee, due and payable by the transferring franchisee, pays for the Initial Training at Franchisor's headquarters for up to two people, including travel, 1 hotel room (double occupancy) and some meals. The second person can have up to one year after the signing of the Franchise Agreement to attend Initial Training with these costs covered by the Franchise Fee or the Transfer Fee, except for the hotel room, which is at the Franchisee's expense. Attendance by the second person at Initial Training after one year will be at the Franchisee's expense. The Franchise Fee, or the Transfer Fee, is not refundable or pro-rated. Additional trainees beyond two (2) must pay the current training fee for the Initial Training, as well as transportation, lodging, meals, and any additional expenses.

d. Provide signage specifications for any TeamLogic IT<sup>®</sup> office space location. The latest version of signage specifications including layout and color options will be made available to help you prepare the most appropriate layout to meet the requirements of your landlord or building management firm.

e. Provide artwork and guidance for the vehicle signage. It is important that consistency of vehicle signage and graphics be maintained throughout the TeamLogic IT<sup>®</sup> Network in order to build brand awareness as the network grows.

f. Provide you with specifications for the required hardware and software you will need to operate your TeamLogic IT<sup>®</sup> Business.

g. Provide the specifications for required third-party vendor software licenses. To operate your TeamLogic IT<sup>®</sup> Business, you must have several software licenses. These specific licenses may change from time to time as the vendor's upgrade/modify their software licenses. Franchisor will provide Franchisee with the specific list and accompanying costs of the necessary current versions, which are available at the time, you sign this Agreement. Franchisor does not develop or license its own proprietary software but may do so in the future. Franchisor does not make any warranties or guaranties upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, for any third-party software.

h. Provide training on our Professional Services Automation software database. TeamLogic will ensure that you have the proper access to training for you to use this software system that will help you manage the day-to-day operations of your TeamLogic IT<sup>®</sup> Business as well as enable you with the tools you will need to track and engage your clients with the TeamLogic IT<sup>®</sup> Managed Services.

4.2 Continuing Obligations. Once your TeamLogic IT<sup>®</sup> Business is open, TeamLogic will:

- a. Provide you with current available resources, that include:
- Consulting and assistance by TeamLogic support representatives, including sales support, technical support, and marketing and operations support;
  - Provide research and evaluation of technical products, services and vendors, including but not limited to servers, security, storage, backup and networking;
  - Toll-free support line for telephone consulting;
  - Marketing and advertising materials and assistance;
  - Seminars and webinars;

- Advice and information about new developments in the computer consultation, repair and managed services industry;
- ~~Advertising materials;~~
- Access to the Franchisee Intranet Site;
- Provide access to the Professional Services Automation software;
- Provide access to End-user Help Desk and NOC; and
- IT Consulting/Strategic Advice.

b. Administer the Network-wide Advertising Fund.

c. Provide the initial supply of sales, marketing, and advertising tools and materials for Franchisee to use to implement the TeamLogic IT® Marketing and Sales Management System in Franchisee's area. The initial supply is intended to last for the first three months of the Business operation. Additional tools and materials will be available if desired by Franchisee for ordering and purchases through Franchisor's marketing department or outside vendors, on an as-needed basis.

d. Provide a 12-Month Initial Marketing Program currently consisting of direct mail, telemarketing, search engine marketing, and email marketing, subject to change. Franchisee must sign up for the 12-Month Initial Marketing Program directly from our approved vendors using a credit card. The cost for the program ranges from \$2,000 to \$2,500 per month depending on the market. You may not change any part of the 12-Month Initial Marketing Program without our written approval. As part of the program, up to \$9,560 in marketing services will be provided by TeamLogic, ~~Inc.~~ LLC over the first 12 months of the contract. After the 12-Month Initial Marketing Program, you are required to spend a minimum of \$2,500 per month for local marketing for the remainder of the contract.

e. Provide, host and maintain the master website [www.TeamLogicIT.com](http://www.TeamLogicIT.com). TeamLogic will also provide a local website with corresponding URL for your business on the master website, as well as the content management tools that you can use to customize your local website.

TeamLogic is not obligated to perform these services to your particular level of satisfaction, but as a function of our experience, knowledge, and judgment.

## SECTION V. TERRITORY AND LOCATION OF BUSINESS

5.1 Territory. Franchisor hereby grants to Franchisee the right to locate the Business from a business office space within the geographical boundaries defined in the Territory Designation Sheet (the "Territory") according to the following conditions:

a. Franchisor shall not, during the term of this Agreement and any renewal hereof, own or operate, or grant a franchise to a third party to own or operate a TeamLogic IT® Business located in the Territory;

b. Franchisee expressly acknowledges and agrees that Franchisor, its parent company, and its affiliates have and retain the rights, among others to: (i) own and/or operate a TeamLogic IT® Business located outside of the Territory, (ii) grant a franchise, or other rights, to third parties to own and/or operate TeamLogic IT® Businesses located outside of the Territory, (iii) directly or indirectly market and/or sell,

within or outside the Territory, products and services that are not sold through TeamLogic IT<sup>®</sup> Businesses, whether or not they use the Trademarks, (iv) maintain other existing brand locations offering the same or similar products and services as a TeamLogic IT<sup>®</sup> Business in the Territory (but Franchisor will not open or franchise any additional locations of the other brand in the Territory), and (v) market and negotiate pricing for National Accounts, as described below, within or outside the Territory;

c. The Territory is usually designated by street description with a map and will be identified in the Territory Designation Sheet, which may be identified and completed after the Franchise Agreement is signed; and

d. The Territory shall not be construed as a limitation on Franchisee's marketing, or on the clients Franchisee may serve (except for National Account clients, as defined in Section 9 below), and Franchisee may service clients located in another franchisee's Territory (except for National Account clients), and other franchisees may service clients in your Territory (except for National Account clients).

5.2 Business Location. Franchisee is required to obtain an office space business location within the Territory. Franchisee must maintain such business location, approved by Franchisor, throughout the term of the Franchise Agreement.

5.3 Relocation. Franchisee must request Franchisor's approval to relocate its Business. Franchisee must make a written request to Franchisor at least thirty (30) days prior to any relocation, for Franchisor's approval, which will not be unreasonably withheld. Franchisor will notify Franchisee in writing of its approval or disapproval. Franchisee may not relocate outside its Territory or inside another TeamLogic IT<sup>®</sup> franchisee's Territory.

## **SECTION VI.**

### **FRANCHISEE'S OBLIGATIONS FOR MAINTENANCE AND OPERATION OF BUSINESS**

6.1 Authorized Sales and Services. Franchisee is authorized and obligated to sell TeamLogic IT<sup>®</sup> products, services, and equipment including Core Services, Non-Core Services, and TeamLogic IT<sup>®</sup> Managed Services in accordance with this Agreement and the Brand Standards and Operations Manual.

6.2 Technician. Prior to opening and operating the Business, and at all times during the conduct of the Business, Franchisee must have a minimum of one (1) onsite qualified technician that is certified on our RMM tools. The technician has to be certified within 90 days after opening the business, and for the term of the Franchise Agreement.

6.3 Vehicle Signage/Graphics. Prior to opening and operating the Business, Franchisee is required to obtain, at a minimum, approved vehicle signage/graphics, the graphics for any leased or personal vehicle to be used in the Business using any approved vendor, at Franchisee's cost.

Additionally, prior to opening and operating the Business, Franchisee is required to obtain and display an owner/operator sign that clearly identifies and represents the Business in the marketplace as an independently owned and operated business to its employees and customers.

64 Local Marketing. Franchisee is required to spend a minimum of \$2,500 a month for local marketing for the entire contract. In some market areas, more than \$2,500 a month will need to be spent to remain competitive in the market.

65 Training. Prior to opening the Business, Franchisee must attend and successfully complete Franchisor's Initial Training.

66 Bank Account. Prior to the opening date, the Business Franchisee must establish a bank account for the TeamLogic IT<sup>®</sup> Business that will allow electronic transfer of funds with Franchisor's account; and shall execute all documents necessary to set up such preauthorized transfers.

67 Maintenance and Repairs. Franchisee must at all times maintain the Business location and any vehicle used in the Business in a clean, orderly condition and in accordance with all maintenance and operating standards in the Brand Standards and Operations Manual. Franchisee must make all repairs, upgrades, and replacements, at Franchisee's expense, as Franchisor deems reasonably necessary.

68 Equipment. Franchisee must at all times maintain equipment for providing the services of the Business in accordance with the specifications prescribed by Franchisor from time to time. The current required equipment is: three (3) laptops with three (3) monitors. In addition, each technician that is hired must have a smartphone. The other equipment that the Business will need is a telephone system that is capable of forwarding calls to remote numbers and has a voicemail system that can be easily accessed from the field. This equipment may be obtained from any source. Franchisee must upgrade such equipment whenever necessary in order to maintain adherence to the specifications set out by Franchisor.

69 TeamLogic IT<sup>®</sup> Managed Services. TeamLogic IT<sup>®</sup> Managed Services is Franchisor's branded Managed Services offering. In order to maintain consistency and integrity of Franchisor's managed services solution, all core remote monitoring and management software agents must be purchased from and are payable to Franchisor. Upon prior approval, software agents can be purchased from an approved supplier Franchisor designates. The naming configuration/branding assigned to Franchisor's Managed Services solution has no bearing on the requirement to purchase the software agents from Franchisor. If Franchisee wants to use or sell any equivalent or subset of remote monitoring and management software, Franchisee is required to obtain Franchisor's prior written approval and Franchisor may require Franchisee to purchase the equivalent or subset tool from Franchisor.

The TeamLogic IT<sup>®</sup> Managed Services solution consists of integrated services including technology that proactively monitors the clients' IT infrastructure, helps detect problems, and provides remote control access. Additionally, the Network Operations Center (NOC) provides proactive technical support, the Help Desk/Service Desk provides reactive end-user technical support and activity management, and the Business Continuity solutions provide back-up disaster recovery and account management support. This technology could change at anytime. Franchisor's Managed Services solution provides reports on performance optimization of clients' systems regardless of whether the clients' technology is premised-based, in the cloud or a combination (hybrid). Franchisee may charge any price for TeamLogic IT<sup>®</sup> Managed Services, but Franchisee must use Franchisor's form of Master Services Agreement (MSA) and Statement of Work (SOW). Franchisee may modify the Franchisor's Master Services Agreement (MSA) and Statement of Work (SOW), or create its own contract or own terms and conditions, with the prior written approval from Franchisor.

6.10 Brand Standards and Operations Manual. Franchisee shall operate the Business in accordance with the Brand Standards and Operations Manual, a copy of which shall be loaned to Franchisee at training. Franchisor has the right to modify the Brand Standards and Operations Manual at any time by addition, deletion, or other modification. All such additions, deletions, or modifications may be posted on the company intranet and shall be effective three (3) business days after such posting. Franchisee shall timely implement and adhere to all modifications. Franchisee acknowledges that the Brand Standards and Operations Manual contains trade secrets and confidential information and Franchisee may not disclose such information to any other person except employees and agents of Franchisee. Franchisee shall regularly check the Franchisee intranet site for such modifications.

6.11 Professional Services Automation Software. Franchisee understands and agrees Franchisee shall operate, record and manage all operational Business activity through the Professional Services Automation software. The monthly fees for the Professional Services Automation software are payable to Franchisor. Franchisee must utilize this system for, among other things, scheduling of all sales appointments, customer service and repair history. This software is developed by a third party. Franchisee must purchase and maintain other general third-party software licenses, such as QuickBooks Online with approved chart of accounts. These specific licenses may change from time to time as the vendors upgrade/modify their software. Franchisor will provide Franchisee with the specific list and accompanying costs of the necessary current versions, which are available at the time Franchisee signs this Agreement. Franchisor does not make any warranties or guaranties upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, for any third-party software.

6.12 Reporting Sales to Franchisor. Franchisee shall report to Franchisor by the seventh (7<sup>th</sup>) calendar day of the following month, all Gross Sales, as well as hardware and software sales, on forms and methods approved by Franchisor, as outlined in the Brand Standards and Operations Manual or elsewhere, and which may change from time to time. If Franchisee fails to report all monthly sales, Franchisor shall have the authority to determine the estimated amount of unpaid Continuing Franchise Fees based on previous month's sales submitted by Franchisee or any other information where Franchisee has failed to submit the required reports as provided herein and Franchisee shall pay such estimated amount. However, Franchisee shall also be liable for the actual amount owed, plus interest thereon if the actual amount exceeds the estimated amount. Should a collection agency be retained by Franchisor to enforce collection of fees owed, Franchisee shall be responsible for all collection agency fees and adhere to our collection policies. Please see penalty for late reporting and late payment in Item 6 of the Franchise Disclosure Document.

6.13 Internet and Website. Franchisee must have and maintain, at its expense, high-speed Internet access. Prior to opening and operating the Business, Franchisor will approve and assign a website URL to the Business. Upon opening the Business, a standard TeamLogic IT<sup>®</sup> website will be created for the Business and be linked and available from the Franchisor website ([www.TeamLogicIT.com](http://www.TeamLogicIT.com)). Franchisee may not maintain a separate website for Franchisee's business without prior written approval from Franchisor. The Franchisee cannot establish and use a different URL address to promote any aspect of the TeamLogic IT<sup>®</sup> Business without obtaining Franchisor's prior written consent. Franchisee must cease using any URL address which in Franchisor's sole opinion causes, or may cause, confusion among Franchisees, or be misleading or misrepresentative to the origin of the services, even if such URL was previously approved by Franchisor. Franchisee may not buy a domain name to direct web traffic to Franchisee's TeamLogic IT<sup>®</sup> website or otherwise without Franchisor's prior written consent. All URL's and domain names to be used by Franchisee in connection with Franchisee's TeamLogic IT<sup>®</sup> Business must be approved and owned by

Franchisor and will be licensed to Franchisee. All domains referencing the franchise brand, including TeamLogic IT<sup>®</sup>, must be owned by and purchased from us and are subject to our approval.

6.14 Credit Cards. Franchisee must accept payment for sales and services from the Business by way of credit cards, including Visa<sup>®</sup>, MasterCard<sup>®</sup>, and American Express<sup>®</sup>, and take all such steps necessary to set up required accounts with those vendors at Franchisee's cost prior to opening the Business.

6.15 Business Insurance. Franchisee must procure, prior to commencing the Business, and must maintain in full force and effect during the term of this agreement, at Franchisee's sole expense, the following insurance coverage, and any other coverage as indicated in the Brand Standards and Operations Manual:

a. Comprehensive general liability insurance, including coverage for business operations, contractual liability, personal injury, fire damage, medical expenses, with limits per occurrence for bodily injury and general liability of one million dollars (\$1,000,000), and for property damage of three hundred thousand dollars (\$300,000);

b. Automobile liability coverage for owned, non-owned, scheduled, and hired vehicles having limits for bodily injuries of one million dollars (\$1,000,000) per accident, and property damage limits of three hundred thousand dollars (\$300,000) per occurrence;

c. Employer's liability and worker's compensation insurance as required by the state where the TeamLogic IT<sup>®</sup> Business is located; and

d. Errors and Omissions insurance, including cyber liability insurance, in an amount not less than one million dollars (\$1,000,000). When your revenue exceeds \$1,000,000, the errors and omission plus cyber security insurance required is \$2,000,000.

All such coverage will be on an occurrence basis, except for errors and omissions plus cyber security which is on a claims-made basis, and will provide for waivers and subrogation. TeamLogic must be an additional named insured on each policy of insurance. Franchisee must deliver a certificate of insurance evidencing each policy to Franchisor within ten (10) days after each policy is issued or renewed annually. Each policy must contain a provision that it cannot be canceled without thirty (30) days written notice to Franchisor.

6.16 Compliance with Law. Franchisee must operate the Business in compliance with all federal, state, and local laws, regulations and ordinances including obtaining and maintaining all necessary permits, certificates, licenses and registrations, at Franchisee's expense.

6.17 Covenant Not to Compete. Franchisee must use the System and the Trademarks for operation of the TeamLogic IT<sup>®</sup> Business only and must not use them in connection with any other operation, business, or activity. Franchisee shall not, during the time of this Agreement, be involved in any capacity, directly or indirectly, or cause any third party to be involved in any capacity, directly or indirectly, in or with any operation, business or activity which provides products and services the same or similar to the products and services of a TeamLogic IT<sup>®</sup> Franchise within a one hundred (100) mile radius of any TeamLogic IT<sup>®</sup> location without prior written consent from Franchisor. The foregoing shall not apply to ownership of stock in a publicly held company. Franchisee acknowledges that the use, duplication or disclosure of any part of the System, except as expressly permitted by this Agreement, would constitute an unfair method of competition and that Franchisor and its other franchisees will suffer irreparable injury thereby.

6.18 Confidentiality of the System. Franchisee acknowledges that the System is proprietary and confidential and contains trade secrets. Franchisee shall not disclose or disseminate to any third parties, without the express written consent of Franchisor, any part of the Proprietary Information or System, including but not limited to, the Brand Standards and Operations Manual, customer data or customer lists that Franchisee obtains using the System, vendor terms and contact information, processes, know-how, programs, techniques, newsletters, bulletins, or other confidential information that is not readily accessible to the public and provides a competitive or economic advantage to the Business, whether such advantage is tangible or intangible, whether used individually or collectively. Franchisee shall at all times keep these items in a safe place and treat them as confidential. Further, Franchisee agrees not to copy, publish, post or otherwise duplicate any part of the Proprietary Information or the System nor permit others to do so. Some parts of the System, such as contract templates, marketing collateral and content for site posts, are intended to be used with customers or posted on your site, and may be disclosed in the ordinary course of business as necessary and used for the sole purpose of promoting and building your Business. This information may be copyrighted under federal or common laws, and authorship and ownership remains with Franchisor. Franchisor remains the owner of the System and all components thereof. If employees of Franchisee are given access to any part of the System or Proprietary Information, each employee shall be required to execute a ~~confidentiality-user~~ agreement, with Franchisor listed as a third-party beneficiary. Failure to obtain a confidentiality agreement from an employee does not limit your liability in respect to protecting the Proprietary Information, and Franchisee shall indemnify Franchisor from employee's improper use of Proprietary Information or System.

6.19 Franchisor's Right to Electronic Access of Records/Inspection and Audit. Franchisee acknowledges that upon Franchisor's request, Franchisee will allow Franchisor to have electronic access to most operational aspects of Franchisee's business through the Professional Services Automation software, including but not limited to client identity, appointments, invoicing, etc. Further, Franchisee agrees to follow all suggested cybersecurity protocols as set forth by Franchisor and agrees to allow electronic access to Franchisor to confirm these protocols are in place and being adhered to. Franchisee shall not take any steps to block or disengage Franchisor's access in any manner. Franchisor will not use the information gained through the Professional Services Automation software for any purposes not connected to the TeamLogic IT® System. Franchisee acknowledges that Franchisor may use this information for internal audit purposes of Franchisee's Business, and may also conduct on site audits and inspections as well, during reasonable hours upon reasonable notice. Any discrepancy between the on-site information and the online information shall be reconciled accordingly. Costs of audits, which result in discrepancies of sales revenues under-reported to Franchisor, will be borne by Franchisee; if discrepancy is more than 2%. In addition, Continuing Franchise Fees and Advertising Fees shall be immediately due on all under-reported sales.

6.20 QuickBooks Online. Franchisee is required to purchase and operate QuickBooks Online, ~~which Franchisor will license and sell to Franchisee with approved chart of accounts.~~

6.21 Financial Statements. Franchisee is required to submit to Franchisor a monthly financial statement to include a balance sheet and a profit and loss statement by the 25<sup>th</sup> day of the month following the end of each month. Franchisee is required to submit to Franchisor an annual year-end financial statement by February 15<sup>th</sup> for the prior calendar year.

## SECTION VII.

## TERM

7.1 Initial Term. The initial term of this Agreement shall be for ten (10) years from the date TeamLogic, ~~Inc.~~ LLC signs this Agreement.

7.2 Additional Terms. Franchisee shall have the right to extend the TeamLogic IT<sup>®</sup> Franchise Agreement for additional ten (10) year terms upon the following terms and conditions:

a. Franchisee must notify Franchisor of its intent not to renew not less than six (6) months and not more than twelve (12) months prior to the expiration of this Agreement;

b. Franchisee must not be in material default of this Agreement or any other agreement with Franchisor;

c. Franchisee must be current with all monetary obligations to Franchisor, its affiliates, approved vendors, or other TeamLogic IT<sup>®</sup> Franchisees;

d. Franchisee must execute Franchisor's then current form of Franchise Agreement, which may contain terms and conditions materially different from those in this Agreement;

e. Franchisee must pay a two thousand dollar (\$2,000) franchise renewal fee;

f. Franchisee must satisfy Franchisor's then current qualifications and training requirements for new Franchisees, at franchisee's expense;

g. Franchisee must bring the TeamLogic IT<sup>®</sup> Business location, vehicle signage and any graphics up to current standards for look, design, and function as is required of all new TeamLogic IT<sup>®</sup> Franchisees; and

h. Franchisee must execute a general release, in the form prescribed by Franchisor, of any and all claims against Franchisors and its officers, affiliates and agents.

## SECTION VIII. TRADEMARKS

8.1 Use of Trademarks. Franchisee must use the Trademarks in connection with the operation of the TeamLogic IT<sup>®</sup> Business in the manner authorized by Franchisor and in no other manner, and must prominently display the Trademarks in the manner as designated by Franchisor and may not use other trademarks, service marks, logotypes, trade dress, product identifiers, tag lines, etc., other than the Trademarks, as designated from time to time.

8.2 Corporate Name. Franchisee may not use the name "TeamLogic IT<sup>®</sup>" (or any substantially similar name) or "SystemWatch IT<sup>®</sup>" or any of the Trademarks now or hereafter utilized by Franchisor as a part of the legal name of Franchisee's corporation or other entity, but must obtain the fictitious or assumed name registrations that may be required under applicable law. Franchisee must be identified as the owner of the Business by displaying Franchisee's legal name on all licenses and permits for the Business and on all

checks, invoices, receipts, contracts, and other documents that bear any of the Trademarks. On all printed materials, Franchisee's name must be followed by the phrase "An independently owned and operated franchise of TeamLogic, ~~Inc.~~ LLC" or such other phrase as designated from time to time. In addition, use of the Trademarks must be accompanied by the registration®, service mark<sup>sm</sup>, trademark<sup>TM</sup> or other symbol, as designated by Franchisor, in close proximity to the Trademarks.

83 Franchisor Retained Rights. Franchisee's usage of the Trademarks granted hereunder is nonexclusive, and Franchisor retains the right to, among other things: (a) use the Trademarks in connection with selling products and services; (b) grant other licenses for the Trademarks, in addition to those licenses already granted to existing franchisees; (c) develop and establish other systems using the same or similar marks, or any other proprietary marks, and (d) grant licenses or franchises in those systems without providing any rights to Franchisee.

84 Acts in Derogation of the Trademarks. Franchisee agrees that it will not, and its employees and agents will not, do or permit any act or thing to be done in derogation of any of the Trademarks nor engage in any acts or conduct that materially impair or impugn the name, reputation, market recognition or goodwill associated with the TeamLogic IT® network, the System or the Trademarks.

85 Modification of Trademarks. Franchisor may add to, substitute, modify, or delete any or all of the Trademarks from time to time, by directive in the Brand Standards and Operations Manual. Franchisee will accept, use, display, or cease using, as may be applicable, the Trademarks, including but not limited to, any such modified or additional trade names, trademarks, service marks, descriptors, logos, or commercial symbols, at Franchisee's expense.

86 Franchisor's Rights in Event of Termination. Franchisee's usage of the Trademarks and any goodwill established thereby is to Franchisor's exclusive benefit and Franchisee retains no right or rights in the Trademarks upon the termination or expiration of this Agreement. Upon termination or expiration of this Agreement, Franchisee must completely and permanently discontinue all usage of all of the Trademarks, and Franchisor may, if Franchisee does not do so, execute in Franchisee's name and on Franchisee's behalf any and all documents necessary, in Franchisor's judgment, to end and cause a discontinuance of the use by Franchisee of the Trademarks including any fictitious or assumed name registrations and Franchisor is hereby irrevocably appointed and designated as Franchisee's attorney-in- fact to do so.

87 Trademark Infringement Claims and Defense of Trademarks. If Franchisee receives notice or otherwise becomes aware of any claim, suit or demand against it by any party other than Franchisor on account of any alleged infringement, unfair competition or similar matter arising from its use of the Trademarks, Franchisee shall promptly notify Franchisor of any such claim, suit or demand. Franchisor shall determine, in its sole discretion, whether to defend, compromise or settle any such claim, suit or demand at Franchisor's cost and expense, and Franchisee shall cooperate fully in such matter.

## **SECTION IX.**

### **NATIONAL ACCOUNTS**

Franchisee may contract with companies that have a national or multi-location regional presence that may desire TeamLogic IT® goods and/or services through a uniform pricing structure for all or many of their locations ("National Accounts" or "National Account").

Franchisees drive and manage the activity of the National Accounts program. Franchisor has provided franchisees with recommended operating guidelines, an inter-company payments schedule, and suggested SLAs. These guidelines are maintained in the TeamLogic IT® Brand Standards and Operations Manual.

Further, the National Account may use any TeamLogic IT® office regardless of geographic proximity to the franchisee. If a franchisee chooses not to participate in a specific National Account program or does not adhere to agreed-upon pricing for the National Account, they may opt-out and that business will be offered to another TeamLogic IT® franchisee.

## **SECTION X.**

### **TERMINATION OF THE FRANCHISE**

10.1 Termination With Opportunity to Cure. Franchisor may terminate the Franchise Agreement and Franchise for the defaults for which Franchisee has not cured:

a. Franchisee fails to open the Franchised Business within ninety (90) days of execution of this Agreement, unless approved in writing by Franchisor;

b. Franchisee commits a material breach of the Franchise Agreement or materially defaults in the payment of any indebtedness to the Franchisor or to Franchisee's suppliers arising out of the purchase of supplies or equipment and this default is not cured within twenty (20) days of written notice to Franchisee;

c. Franchisor determines that Franchisee is conducting business in a manner likely to impair the value or reputation of the TeamLogic IT® Network and fails to cure same within seven (7) days written notice to Franchisee; Franchisee commits three (3) or more defaults in payment to Franchisor within a twelve (12) month period even though cured within the twenty (20) day period on each occasion; and

d. Franchisee loses possession of a Business premises (through no fault of Franchisee) and fails to open for business at a new Franchisor-approved location within ninety (90) days thereafter; or abandons the franchise location and such abandonment remains uncured for seven (7) days after notice by Franchisor (Abandonment is defined to include instances where Franchisee allows his or her Business to remain unmanned and clients remain without service for more than seven (7) consecutive days (other than for a planned vacation), or fails to respond to an email or voicemail of Franchisor within seven (7) days, and such closing is not beyond the control of Franchisee and/or without consent of Franchisor). It shall not be considered abandonment, but will be a violation of the transfer section, if Franchisee transfers or relocates the assets of the TeamLogic IT® Business without the TeamLogic IT® name or changes the name of the TeamLogic IT® Business and continues the operation. In such case, Franchisor may obtain injunctive relief in an appropriate Court, or elect to hold Franchisee responsible for wrongful repudiation of the Franchise Agreement; and

LAWS APPLYING TO FRANCHISES OF THE STATE WHERE THE BUSINESS IS LOCATED MAY DIFFER FROM THIS AGREEMENT REGARDING DEFAULT, CURE TIME, NON-RENEWAL AND CAUSE FOR TERMINATION. Should any term of this Agreement be contrary to judicially determined public policy or be considered void or inconsistent with the franchise laws of state wherein the

Franchisee's Business is located, then any term or portion thereof so void and any inconsistency shall be construed and governed by that state's law to the extent so void or inconsistent.

Where notice of default and demand for performance is not given when and to the extent required, failure to give such notice or demand shall not be a waiver of any other term hereof.

102 Termination Without Opportunity to Cure. The Franchisor may terminate the Franchise Agreement immediately without opportunity to cure if:

a Franchisee becomes insolvent or makes a general assignment for benefit of creditors; a petition in bankruptcy is filed by Franchisee or a petition is filed against Franchisee and consented to by Franchisee; Franchisee is adjudicated bankrupt; a receiver is appointed; or proceedings for composition with creditors is instituted;

b If Franchisee is convicted of a felony;

c If Franchisee knowingly maintains false books or records or submits false reports to Franchisor;

d If Franchisee commits fraud upon Franchisor by making a material misrepresentation on the franchise application or related documents which misrepresentation materially affected Franchisor's determination in accepting Franchisee's application for a TeamLogic IT<sup>®</sup> Franchise; or

e Franchisee commits three (3) or more defaults in payment to Franchisor within a twelve (12) month period even though cured within the twenty (20) day period on each occasion; or

f Franchisee fails to conduct business having Gross Sales greater than two thousand five hundred dollars (\$2,500) per week for twelve (12) consecutive weeks (except during the first (1<sup>st</sup>) twelve (12) months of operation).

g Franchisor determines that Franchisee is conducting business in a manner likely to impair the value or reputation of the TeamLogic IT<sup>®</sup> Network and fails to cure same within seven (7) days written notice to Franchisee.

103 Effect of Termination by Franchisor. Upon termination, for any reason, or upon expiration of this Agreement, all Franchisee's rights hereunder shall terminate.

a Trademarks and Proprietary Information. Upon termination of the Franchise Agreement for any reason, or upon expiration of this Agreement, Franchisee shall cease any and all use (including Internet use) of the Trademarks and shall remove all items, graphics, signs and other material bearing the Trademarks and any other items identifying Franchisee as having been associated with Franchisor or the TeamLogic IT<sup>®</sup> System including ceasing to wear apparel bearing any of the TeamLogic IT<sup>®</sup> Trademarks and removing all Trademarks from any vehicles and any business premises; shall cease to use and shall return to Franchisor all proprietary information, materials with trade secrets, Brand Standards and Operations Manual, advertising and marketing materials, and all other manuals and instruction materials owned by Franchisor as described in other sections of this Agreement whether written or in electronic form; and shall turn over to Franchisor all customer lists and customer data whether written or in electronic form. Should Franchisee fail to voluntarily comply with this section upon demand, Franchisor is authorized to

enter the premises without notice and physically remove all signs, emblems, markings, displays, manuals and other items bearing Franchisor's Trademarks and remove all confidential or Proprietary Information, including assigning the customer relationship and/or contract to Franchisor or Franchisor's designated agent, at Franchisee's expense.

b. Telephone listings and numbers. Upon termination of the Franchise Agreement for any reason, or upon expiration of this Agreement, all telephone and other online directory identification shall be canceled. Further, all telephone and fax line number(s) servicing the Business shall be disconnected without referral, or at the discretion of the Franchisor, transferred or referred to any other TeamLogic IT<sup>®</sup> Business owner (or as otherwise directed by Franchisor). Franchisor shall have the absolute right to notify the telephone company and all listing agencies of the termination of Franchisee's right to use all telephone numbers and all classified and other directory listings under the TeamLogic IT<sup>®</sup> name and to authorize the telephone company and all listing agencies to transfer to Franchisor or to any other TeamLogic IT<sup>®</sup> Business (or as otherwise directed by Franchisor) all telephone numbers and directory listings for the Franchisee's business. Franchisee acknowledges that Franchisor has the absolute right and interest in and to all telephone numbers and directory listings associated with the TeamLogic IT<sup>®</sup> brand and Franchisee agrees to cooperate and execute any documentation necessary to effect said disconnection, transfer or referral. Franchisor is hereby appointed as Franchisee's irrevocable Attorney in Fact to effect same in name of Franchisee and Franchisee hereby holds the telephone company harmless from acting on this Power of Attorney, which shall supersede any subsequent instructions by Franchisee. This Agreement is evidence of the exclusive rights of Franchisor to such telephone numbers and directory listings and this Agreement shall constitute the authority for the telephone company to transfer the telephone numbers and directory listings as directed by Franchisor. Franchisee shall not use the disconnected number(s) at any time thereafter.

c. Website, Franchisee Intranet Site, E-mail and URL addresses, Internet use and TeamLogic IT<sup>®</sup> Managed Services Software. Upon closing of the business or termination of the Franchise Agreement for any reason, or upon expiration of this Agreement, Franchisee shall cease all internet use of TeamLogic IT<sup>®</sup> including removing all URLs using any Franchisor's trademarks, including "TeamLogic" or TeamLogic IT<sup>®</sup> or any variation thereof, or any other URLs used in the Business or licensed to Franchisee by Franchisor for use in the Business. Franchisee is required to terminate the use of and close business listing and/or online directory accounts, including, but not limited to, Google Adwords, Google My Business, Google Maps, Yahoo, Bing, LinkedIn, Mapquest, Yelp, Merchant Circle, Yellowbook, YP, Superpages, Whitepages, DexKnows, Manta, Local.com, Angie's List, Foursquare, Citysearch and Facebook. Franchisee shall initiate a domain transfer process to Franchisor within 5 business days for any such URLs; if Franchisee does not initiate the process, Franchisee grants to Franchisor the right to contact the registrar and initiate a transfer to Franchisor. Franchisee's access shall immediately cease to (i) Franchisor's Intranet web site, (ii) the Franchisor-provided URL address for a Franchisee web site, (iii) RMM tools, (iv) the Professional Services Automation software, and (v) any e-mail addresses with the name TeamLogic IT<sup>®</sup>. Franchisee acknowledges and agrees that all information contained in or obtained through the Professional Services Automation software regarding Franchisee's clients and Franchisee's TeamLogic IT<sup>®</sup> Business (the Electronic Information) has been gathered and created under Franchisor's name, System, Trademarks, and Franchisor's good will and therefore belongs to the Franchisor, and upon closing, termination or expiration of the Franchise Agreement, shall revert solely to Franchisor.

d. Franchisee must immediately assign to Franchisor, and allow access to, all TeamLogic IT<sup>®</sup> Managed Services agents, the Professional Services Automation software, and any other customer

relationship management (“CRM”) software, or the like (collectively referred to as “Client Management Tools”) used in relation to in Franchisee’s Business and its past and current customers. Franchisee hereby assigns to Franchisor (such assignment effective only upon closing, termination or expiration of the Franchise Agreement) all Franchisee’s interest in and to, Franchisee’s Client Management Tools, and in such case Franchisor shall step into the shoes of Franchisee with regard to those Client Management Tools, including any customer contracts, and Franchisee have no further obligation to service such clients, and shall not attempt to service such clients nor purport to represent that it will continue to service such clients. Franchisee acknowledges that Franchisor may further assign its position in the Client Management Tools or customer contracts to any third party without the consent of Franchisee and without any consideration to Franchisee. Franchisee shall not be entitled to any revenues from any software, contracts or relationships after termination or expiration of the Franchise Agreement. Franchisor or its assignee will pay for any ongoing fees associated with any Client Management Tools. Franchisee is not entitled to copies of any of the electronic information and all such copies shall be immediately returned to Franchisor. Franchisor may use such electronic information in any manner in connection with its TeamLogic IT® franchise network.

e. Monies Owed. Upon termination of the Franchise Agreement for any reason, or upon expiration of this Agreement, Franchisee shall immediately pay all monies due Franchisor.

f. Client, Supplier Notification. Upon termination of the Franchise Agreement for any reason, or upon expiration of this Agreement, Franchisee shall immediately notify all suppliers and clients that, as of the date of termination/expiration of the Agreement, Franchisee is no longer associated with Franchisor and the TeamLogic IT® Network and that such clients will be transferred to a nearby TeamLogic IT® Business (or as otherwise directed by Franchisor). Franchisee shall provide Franchisor with a list of all such suppliers and clients in hard copy, electronic form or in whatever form or media contained, and shall cooperate in an orderly transfer of the client files and client list to the nearby TeamLogic IT® (or as directed by Franchisor). Franchisor shall have the right to notify such suppliers and clients and/or verify that such notification has been given by Franchisee.

g. Non-Competition, Non-Solicitation Agreement. Upon termination or expiration of the Franchise Agreement, the Franchisee shall not be associated directly or indirectly as employee, proprietor, stockholder (other than a publicly traded company), partner, agent, officer, director or consultant with the operation of any business which is the same or substantially similar to the business covered by this Agreement (except with a TeamLogic IT® Business), within a radius of twenty-five (25) miles of the subject assigned Territory or of any TeamLogic IT® Business for a period of two (2) years from the date Franchisee has complied with all of the above requirements upon termination. For a period of two (2) years from the date of termination, Franchisee shall not solicit, or cause anyone to solicit, business from or make any contact with, the former TeamLogic IT® Business’s clients, and not interfere with existing employees of ~~PLI TeamLogic, LLC~~ businesses or Franchisor. Franchisor shall have the right to enforce this provision by way of obtaining an injunction against Franchisee in the state the Business is located. It is agreed that this provision shall specifically survive the termination of the Franchise Agreement, and the rejection of the Franchise Agreement in any bankruptcy proceeding. Franchisee shall be responsible to pay Franchisor Continuing Franchise Fees and other damages during any period of violation of this section.

h. Prohibited Actions. If Franchisee, or any agent, association, relative, or employee of Franchisee, takes any action to terminate this Agreement or to convert Franchisee’s Business to another business at the same or different location (whether during the term or upon expiration or termination of

Franchise Agreement), then such action by Franchisee shall be deemed a wrongful repudiation of the Franchise Agreement and Franchisee shall continue to be obligated to the Franchisor for all anticipated and estimated fees due hereunder until such time as this Agreement expires.

104 Termination by Franchisee. The Franchisee may terminate under any grounds permitted by law.

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**SECTION XI.**  
**TRANSFER BY FRANCHISEE**

11.1 Consent to Transfer Required. The Franchisee shall not, without the Franchisor's prior written consent, which will not be unreasonably withheld, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, convey to any person, firm or corporation, or encumber any portion of his interest in this Agreement, and/or in the franchise granted hereby, or in the assets of the business, or in any location lease, or offer to do so, or permit the same, and any purported transfer without Franchisor's consent shall constitute a material default hereunder and shall be null and void.

11.2 Requirements to Obtain Franchisor's Approval of a Transfer. Franchisor may reasonably refuse approval to a proposed transfer unless all the following are met:

- a. Transferee must meet those standards of qualification as expected of all Franchisees purchasing a new TeamLogic IT<sup>®</sup> Franchise;
- b. Transferee must provide Franchisor three (3) years of financial statements and tax returns;
- c. All of Franchisee's debts and obligations owing to Franchisor including Continuing Franchise Fees, Advertising Fees, TeamLogic IT<sup>®</sup> Managed Services Fees, software license fees, etc., must be paid before or concurrently with the transfer;
- d. Franchisee or the transferee must bring the Business and the vehicle signage and/or any graphics up to the current standards of appearances required by the Franchisor;
- e. Before the effectiveness of the transfer, Franchisee must pay to the Franchisor the then current non-refundable transfer fee of (\$10,000 in year 2025~~6~~). The transfer fee is waived in the event the TeamLogic IT<sup>®</sup> Business is transferred to a member of Franchisee's immediate family who has actively participated in the operations of the Business;
- f. The proposed transferee must attend and complete the training specified in Section 4.1.c. within 120 days of close of sale; and based on our experience and in keeping the best interests of TeamLogic, ~~Ine, LLC~~ in mind, that the transferee demonstrate to our satisfaction that it meets our managerial and business standards, possesses good moral character and business experience, and has adequate financial resources and capital;
- g. Franchisee must enter into a Transfer Release Agreement (attached as Exhibit "H" to this Disclosure Document) with Franchisor. Franchisee hereby consents to Franchisor releasing any information concerning the Business to the transferee (new Franchisee) which Franchisee has reported to Franchisor; and
- h. Franchisor and the transferee must enter into a new Franchise Agreement upon the then current standard form being offered by Franchisor to new Franchisees and the old Franchise Agreement will be deemed terminated subject to all post-termination obligations.

i. Franchisee must pay Franchisor any broker referral or commission fee due as a result of the buyer being first referred to Franchisor to purchase a new franchise, but instead decides to buy Franchisees' business after visiting or talking with Franchisee. In such case if Franchisor is contractually obligated to pay the broker, then Franchisor's consent will be reasonably withheld unless Franchisee pays the broker fee and commissions due as part of the consummation of the sale to the buyer.

113 Transfer to a related corporation/limited liability company. A transfer may be made to a related corporation/limited liability company, without a transfer fee, providing that Franchisee shall remain the legal and beneficial owner of at least fifty-one percent (51%) of all the shares of stock of such corporation/limited liability company during the term and/or renewal term of this Agreement and shall personally guarantee the franchise obligations of the corporation/limited liability company and shall remain jointly liable along with the corporation/limited liability company. Further, the names and home addresses of any proposed shareholders/members, along with the percentage and amount of shares/membership interests transferred shall be forwarded to Franchisor in writing. Any transferee of shares/membership interests shall be bound by this Franchise Agreement as though they had signed individually. All stock/membership certificates shall include a legend setting forth these restrictions in order to effect a binding restriction on transferability in accordance with the corporate law of the state in which the corporation/limited liability company is formed. Any such transfer to a corporation/limited liability company shall be effected on forms prescribed by Franchisor. Franchisee may not transfer the assets of the business to a corporation/limited liability company without the prior consent of Franchisor and any purported transfer shall be a violation of the Franchise Agreement; and Franchisor may elect to hold such corporation/limited liability company jointly responsible with Franchisee for the obligations under this Franchise Agreement, as if such corporation/limited liability company originally signed the Franchise Agreement, jointly with Franchisee.

114 Indemnity. In any transfer or proposed transfer, in this Section 11, Franchisee indemnifies and holds Franchisor harmless from any and all actions, causes of action, liabilities, losses, costs, expenses and fees, incurred by Franchisor as a result of any action or inaction, or any misrepresentations made by Franchisee to the transferee or proposed transferee in connection with the transfer or proposed transfer of the TeamLogic IT<sup>®</sup> Business. This indemnification shall survive the termination or cancellation of this Agreement.

115 Franchisor's Right of First Refusal. If Franchisee receives and desires to accept from a third person a bona fide written offer to purchase the TeamLogic IT<sup>®</sup> Business, the Franchisor shall have the option, exercisable within thirty (30) days after written notice and receipt of a copy of such complete offer, to purchase the TeamLogic IT<sup>®</sup> Business, including any location lease, on the same terms and conditions as offered by said third party. If Franchisor does not respond within such thirty (30) day period, then Franchisor's option shall be waived. (Franchisee must still obtain Franchisor's approval for the transfer).

116 Death of Franchisee. If Franchisee dies, his personal representative may sell and assign his interest herein (or if Franchisee is or shall then be a corporation and its controlling stockholder dies, Franchisee's personal representative may sell Franchisee's shares) only with the prior written consent to sale or assignment to a qualified person who will conform to the Franchisor's training requirements and assume Franchisee's obligations, is of good character and reputation and economic stability, from whom a bona fide offer to purchase has been received, provided the Franchisor shall have the right and option to acquire the decedent's interest in this Agreement and any location lease at said offered price; said option to be exercised within thirty (30) days after the Franchisor is notified in writing of said bona fide offer.

11.7 Unauthorized Transfers. It is agreed and understood that any attempted transfer of only the assets and/or the phone numbers and/or website addresses/URLs of the Business without the transfer of the franchise itself is strictly prohibited and may be voided. Such action may be treated by Franchisor, in its sole discretion, as a wrongful repudiation of the Franchise Agreement by Franchisee, entitling Franchisor to damages which are hereby agreed upon as the amount of the anticipated and estimated Continuing Franchise Fees and TeamLogic IT<sup>®</sup> Managed Services fees for the remaining term of the Franchise Agreement by utilizing the current Continuing Franchise Fees and TeamLogic IT<sup>®</sup> Managed Services fees as a base. Alternatively, Franchisor shall have the right to void the purported transfer by way of injunction or restraining order in a State or Federal Court where the Business is located.

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**SECTION XII.**  
**DISPUTES/ARBITRATION**

121 Except as provided below, any controversy or claim arising out of or relating to this Franchise Agreement or the breach hereof, including a claim for emergency relief, shall be settled by arbitration with the American Arbitration Association in accordance with the Commercial Arbitration Rules then in effect. The arbitration of any dispute between the parties shall be conducted with regard to Franchisee only and not with regard to any collective group of franchisees or class action. This arbitration provision shall survive the expiration or earlier termination of this Agreement.

a. Arbitrator. There shall be a single arbitrator who shall be an existing or former judge of a court of record within the United States or an attorney in good standing admitted to practice for a period of at least ten (10) years within the United States. A corporation/limited liability company to which an individual Franchisee has transferred some or all of the assets comprising the TeamLogic IT® Business shall be considered either a joint Franchisee or successor Franchisee (at Franchisor's option) and bound by this arbitration agreement.

b. Location. The site of the arbitration shall be in Orange County, California.

c. Absence of party. The arbitration may proceed in the absence of either party, providing that notice of the filing of the arbitration has been sent to the other party in accordance with this Agreement.

d. Decision/Jurisdiction. The decision of the arbitrator shall be final and binding upon the parties, and judgment upon the award rendered by the arbitrator, may be entered in any court having jurisdiction thereof. Franchisee hereby consents to California personal jurisdiction for himself and any corporation owning some or all of the assets of the TeamLogic IT® Business, and hereby consents to service of process by way of certified mail, return receipt requested, or by recognized courier (such as FedEx or UPS) sent to the TeamLogic IT® Business location, signed by a duly employed employee of Franchisee, or by personal service or by substitute service in accordance with California law. The parties agree that punitive damages shall not be available as a remedy for a breach of this Agreement or any dispute relating to this Agreement.

e. Fees. If any party commences an action, either arbitration or court proceedings, against any other party arising out of or in connection with this Franchise Agreement, the prevailing party or parties shall be entitled from the losing party or parties, both attorney's fees and costs of the arbitration and/or suit as part of the judgment rendered, along with attorney's fees and costs incurred in enforcing any such judgment.

f. Trademarks. Notwithstanding the above, the arbitrator shall have no power or authority to diminish Franchisor's complete and exclusive right, title and interest in its patents, trademarks, service marks, trade names, copyrights and other trade secrets, or to vary the terms, condition or payments which Franchisor has designated for licensing the same.

122 This section shall survive and remain in full force and effect subsequent to termination or expiration of this Agreement.

12.3 Except where contrary to a specific law in Franchisee's state, written notice of any alleged default by Franchisor of this Agreement must be given by Franchisee to Franchisor within eighteen (18) months of the alleged default or Franchisee is precluded from raising such alleged default thereafter in any proceeding

involving Franchisor or Franchisee. Franchisor and Franchisee both hereby waive the right to assert the principles of collateral estoppel in any action between them. Franchisor and Franchisee hereby waive any right to a jury trial.

### SECTION XIII. MISCELLANEOUS

13. The parties further agree as follows:

a. Independence of Franchisee/Indemnity. Franchisee is, and shall be at all times during the term of this Agreement, an independent contractor and not an agent or employee of the Franchisor. The Franchisee is not a partner or joint venturer with the Franchisor. This Agreement does not create a fiduciary relationship between the parties. Franchisee is solely responsible for the day-to-day control of Franchisee's TeamLogic IT® Business. Neither Franchisee nor any of Franchisee's employees are in any way, directly or indirectly, expressly or by implication, to be construed to be Franchisor's employees for any purpose. Franchisee is solely responsible for all terms of employment of Franchisee's employees and personnel. Any requirements, restrictions or specifications which Franchisee is required to comply with under this Agreement, whether set forth in the Brand Standards and Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Business, which Franchisee alone controls, but only constitute standards Franchisee must adhere to when exercising Franchisee's control of the day-to-day operations of Franchisee's Business. Franchisee shall defend, indemnify and hold harmless Franchisor, its affiliates, and their respective shareholders, directors, officers, employees, representatives, and agents from and against any and all actions, causes of actions, claims, suits, fines, demands, losses, liabilities, costs, and fees (including attorney fees) of any kind arising out of or in connection with Franchisee's TeamLogic IT® Business, including but not limited to personal injury, property damage, violation of the rights of others, negligent or intentional corruption of data, joint employer liability issues, or any wrongful use of System, Proprietary Information or other Franchisor- owned material by electronic medium or otherwise.

b. Abandonment or Surrender by Franchisee/Close of Business. If Franchisee shall, for any reason, abandon (as defined in Section 10.1d above) or surrender all or any part of its rights and privileges under this Agreement, all such rights shall revert to the Franchisor. However, Franchisee shall not have the right to abandon its obligations under this Agreement. Closing or abandoning your franchise business is a breach of contract, entitling the Franchisor to damages for minimum fees due for the remainder of the contract term.

c. Waiver. No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option or power arising out of any breach or default by Franchisee, or by any other Franchisee, of any of the terms, provisions or covenants contained herein, shall constitute a waiver by Franchisor thereof to enforce any such right, option or power as against Franchisee, or as to a subsequent breach or default by Franchisee.

d. Severability. Should any provision of the Agreement for any reason be construed or declared to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated.

e. Right of Successors. The Franchisor has the right to assign the Franchise Agreement and all its rights and privileges thereunder, to any other person, firm, or corporation, provided that the assignee is financially responsible and economically capable of performing the obligations of the Franchisor. The Assignee must also assume and agree to perform all obligations of the Franchisor under the Franchise Agreement. The Franchisee's consent is not required for any such assignment.

f. Previous Agreements and Representations. Upon execution of this Agreement by both parties, all previous agreements, contracts, arrangements or understandings of any kind relative to the franchise herein granted are canceled and all claims and demands thereon are fully satisfied.

g. No Representations. No agent or representative of Franchisor has authority to make any representations, statements, warranties, or agreements not herein expressed.

h. Notice. Whenever, under the terms of this Agreement, notice is required, the same shall be given in writing and delivered personally or by certified mail (postage prepaid) or by recognized courier (UPS, FedEx) or by DocuSign delivery. Notice shall be deemed delivered three (3) business days after notice has been sent by certified mail (whether or not the return receipt has been returned to the sender) and deemed delivered by courier when delivered to the recipient or his/her/its agent, representative, spouse or employee or by DocuSign delivery to recipient's email address. All such notices intended for the Franchisor shall be addressed to it at:

TeamLogic, ~~Inc.~~LLC / Attn: President  
26722 Plaza  
Mission Viejo, California 92691

or as may be designated in writing by Franchisor. Notice to Franchisee shall be directed to the Business address or to the Franchisee's home address.

i. Terminology and Construction. All terms and words used in this Agreement regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular and plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any section, paragraph or clause herein may require, as if such words had been fully and properly written in the appropriate number and gender. If Franchisee consists of two (2) or more individuals or entities, such individuals and/or entities shall be jointly and severally liable hereunder.

j. Entire Agreement; Modification. The Franchise Agreement and the accompanying Disclosure Document together contain the entire Agreement of the parties and there are no representations, inducements, promises, or agreements, other than those duly executed in writing. This or any other agreement of any kind or any addendum or exhibit, amending, altering or changing the context of any portion hereof, shall not be binding unless it is executed by an appropriate officer at TeamLogic IT® Corporate offices and by Franchisee or Franchisee's representative. Certain aspects of the franchise relationship may be affected by changes in the Franchisor's Brand Standards and Operations Manual. The Franchisor may make such modifications without Franchisee's approval, so long as they are reasonable and apply uniformly to all Franchisees. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

k. Performance, Applicable Law and Forum. It is stipulated this Agreement has been negotiated, executed and delivered within the State of California and is to be performed at Franchisor's offices in the County of Orange, California. Except as otherwise provided for hereunder, this Agreement shall be interpreted and the rights and obligations of the parties hereunder governed in accordance with the laws of the State of California, except for Section 10.3(g) of this Agreement which shall be governed by the laws of the State where the TeamLogic IT® Business is located.

l. Headings. The headings of the paragraphs herein are inserted for convenience only and are not intended to be construed as part of the Agreement or to limit the scope of a particular paragraph.

m. Signature. This Agreement may be originally signed by an individual if unmarried or if married, individuals and their spouses as the Franchisee, or if signed by a Corporation or Limited Liability Company ("LLC"), must be personally guaranteed by the shareholders/members and their spouses. It is acknowledged that should an individual Franchisee subsequently transfer some or all of the assets of the TeamLogic IT® Business to a corporation/LLC, then Franchisee agrees that such corporation/LLC shall be considered either a joint or successor Franchisee (at Franchisor's option) to this Franchise Agreement, and shall, along with all shareholders/members, be bound hereby, as if the corporation/LLC and shareholders/members each executed this Agreement.

n. Warranty as to Original Document. Franchisee hereby warrants that he has not caused any electronic modification, scanning or manipulations of the Franchise Agreement received from Franchisor and that this document is the same document received from Franchisor, and agrees that any such modifications or manipulation shall be void.

#### SECTION XIV. ACKNOWLEDGEMENTS AND SIGNING

Acknowledgements. Franchisee acknowledges and agrees that:

14.1 Acceptance of Agreement. I have read all of the foregoing Agreement and hereby accept and agree to each and all of the provisions, covenants and conditions therein contained.

14.2 Effectiveness of Agreement. This Agreement will become effective only upon the execution of this Agreement by both you and us. Our date of execution will be considered the Effective Date of this Agreement.

I HAVE READ THIS AGREEMENT AND ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS, AND CONDITIONS CONTAINED IN THIS AGREEMENT.

**APPROVED AND ACCEPTED FOR TEAMLOGIC, ~~INC.~~ LLC**

Effective as of: \_\_\_\_\_

**SIGN BELOW IF YOU WANT YOUR FRANCHISE AGREEMENT TO BE IN YOUR INDIVIDUAL NAME(S).**

\_\_\_\_\_  
Name Dated: \_\_\_\_\_

\_\_\_\_\_  
Name Dated: \_\_\_\_\_

**OR**

**SIGN BELOW IF YOU WANT YOUR FRANCHISE AGREEMENT TO BE IN A CORPORATION OR LLC. YOU MUST SIGN THE PERSONAL GUARANTY ON THE NEXT PAGE:**

CORPORATION or LIMITED LIABILITY COMPANY: \_\_\_\_\_  
(Personal Guaranty Required) (Corporate Name or "TBD")

By: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**PERSONAL GUARANTY OF FRANCHISEE**  
(Required if Franchisee is a Corporation or Limited Liability Company)

The undersigned, being the sole owners of the corporation or limited liability company ("LLC"), \_\_\_\_\_, a \_\_\_\_\_ corporation or LLC, and their spouses of the owners, hereby unconditionally and irrevocably guarantee the performance of said corporation or LLC of all obligations contained in the foregoing Franchise Agreement and shall be jointly and severally obligated, along with the corporation or LLC, as if the undersigned were the original "Franchisees," and further agree that TeamLogic, ~~Ine.LLC~~, may enforce such obligations directly against the undersigned without first looking to the corporation or LLC. This Guaranty is given in connection with the Franchise Agreement and any other documents executed in connection with the Franchise Agreement including, without limitation, any amendments, addendums, extensions and renewals to the Franchise Agreement (whether entered into now, previously or in the future), relating to the TeamLogic IT<sup>®</sup> Business operated pursuant to the Franchise Agreement (the "Obligations").

Notwithstanding the foregoing or anything to the contrary herein, the aggregate personal liability of the undersigned under this Guaranty shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) in the aggregate.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature of Spouse

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature of Spouse

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

\_\_\_\_\_  
(Print Name)

**EXHIBIT “E”**

**MULTI-STATE ADDENDUM TO  
FRANCHISE DISCLOSURE DOCUMENT  
AND  
FRANCHISE AGREEMENT**

# MULTI-STATE ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following states have laws that override the provisions stated in this Disclosure Document and the Franchise Agreement: **California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin:**

## **CALIFORNIA**

**The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

### Item 17 Disclosure Document

The franchise agreement requires you to sign a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Financial Protection and Innovation before a solicitation of a proposed material modification of an existing franchise.

### Covenant Not to Compete

#### Item 9 Disclosure Document; Sections 6.17 and 10.3(g) Franchise Agreement

Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of California.

### Termination of the Franchise

#### Item 17 Disclosure Document; Section 10 Franchise Agreement

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

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

Neither TeamLogic, ~~Inc.~~ **LLC** any person or franchise broker in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in the association or exchange.

The franchise agreement requires binding arbitration. The arbitration will occur in Orange County, California with the costs being borne by the losing party. 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 Procedures 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 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.).

WE MAINTAIN A WEB SITE AT THE FOLLOWING ADDRESS: [www.teamlogicit.com](http://www.teamlogicit.com)

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

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.

## **HAWAII**

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

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

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

### Effect of Termination by Franchisor

#### Item 17 Disclosure Document; Section 10 Franchise Agreement

As to comply with Section 482E-6(3), Hawaii Revised Statutes: Upon termination or refusal to renew the franchise, the Franchisee shall be compensated for the fair market value, at the time of the termination or expiration of the franchise, of the Franchisee's inventory, supplies, equipment and furnishings purchased from the Franchisor or a supplier designated by the Franchisor; provided that personalized materials which have no value to the Franchisor need not be compensated for. If the Franchisor refuses to renew a franchise for the purpose of converting the Franchisee's business to one owned and operated by the Franchisor, the Franchisor, in addition to the remedies provided in this paragraph, shall compensate the Franchisee for the loss of goodwill. The Franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of the Franchisee's inventory, supplies, equipment, and furnishings, and may offset from such compensation any moneys due the Franchisor.

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.

## **ILLINOIS**

Illinois law governs the agreement between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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.

## **INDIANA**

Obligations and Duties of Franchisor; Territory; Operating Limitation, Remedies, Venue, Waiver, Indemnification Items 12 and 17 Disclosure Document; Section 4, 5, 6.10, 11 and 12 Franchise Agreement

In accordance with Indiana Code Sections 23-2-2.7-1(2) and 23-2-2.7-2(4), the franchisor is prohibited from operating a substantially identical business to that of the Franchisee's within the Franchisee's territory regardless of trade name. According to Indiana Code Sections 23-2-2.7-10(10) and 23-2-2-27-1(5), the reservation of right to injunctive relief or any specified remedy, limitation of the remedies available to either party, stipulation as to forum or venue and waiver or release of any rights with regard to the Franchise Agreement are prohibited. Further, the post-termination covenant not to compete is limited by IC 23-2-2.7-1(9). Further, indemnification by the Franchisee shall exclude any indemnification for liability caused by the Franchisee's proper reliance on or use of procedures or materials provided by the Franchisor or caused by Franchisor's negligence.

Termination  
Item 17.r. Disclosure Document; 6.18 Franchise Agreement

The post-termination covenant not to compete complies with the limitations in the Indiana Code Section IC 23-2- 2.7(9).

Obligations and Duties of Franchisee; Transfer by Franchisee;  
Miscellaneous Section 5.6.7, 8, 11, 13

The reservation of right to injunctive relief or any specified remedy, limitation of the remedies available to either party, and stipulation as to appropriate forum or venue are prohibited according to Indiana Code Section 23-2-2.7- 1(10). Further, the waiver or release of any rights with regard to the Franchise Agreement is prohibited according to Indiana Code Section 23-2-2.7-1(5).

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

**MARYLAND**

Renewal, Termination and Transfer

Item 17 Disclosure Document; Section 10, 11 Franchise Agreement

In accordance with Maryland Law, Item 17, the appropriate sections of the Franchise Agreement are amended to state that the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Previous Agreements and Representations, Sections 13f and 13g Franchise Agreement Acknowledgement, Section 14 Franchise Agreement

The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Any disclaimer regarding the occurrence and/or acknowledgment of the non-occurrence of acts that would constitute a violation of the Franchise Law in order to purchase the franchise are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. This amends Section 14 of the Franchise Agreement.

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.

Arbitration

Item 17 Disclosure Document; Section 12 Franchise Agreement

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Item 17 of the Disclosure Document and Section 12.3 of the Franchise Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

Termination

Item 17 Disclosure Document

The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law.

FRANCHISEE:

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

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

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

FRANCHISOR:  
TEAMLOGIC, ~~INC~~ LLC

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

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

## **MICHIGAN**

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

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

- a. A prohibition on the right of a franchisee to join an association of franchisees.
- b. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- c. A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- d. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in  
the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- e. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- f. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- g. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
  - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
  - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
  - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- h. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right

of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

**The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.**

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.

Any questions regarding this notice should be directed to: *State of Michigan, Department of Attorney General, Consumer Protection Division, Franchise and Antitrust Unit, PO Box 30213, Lansing, MI 48909 - (517) 373-7117.*

## **MINNESOTA**

### Renewal of the Franchise

#### Item 17 Disclosure Document; Section 7.2 Franchise Agreement

The Franchise Agreement gives the Franchisee the right to renew the franchise for one 10-year term by giving written notification to the Franchisor not less than 180 days before the expiration of the current term and not more than 360 days prior to the expiration of current term.

### Termination of the Franchise

#### Item 17 Disclosure Document; Section 10 Franchise Agreement

The Franchisor may terminate or cancel this Agreement and the franchise if (i) Franchisee is given written notice setting forth all the reasons for the termination or cancellation at least 180 days in advance of termination or cancellation, and (ii) the Franchisee fails to correct the reasons stated for termination or cancellation in the notice within 60 days of receipt of this notice; except that the notice is effective immediately upon receipt where the alleged grounds for termination or cancellation are: (1) Voluntary abandonment of the franchise relationship; (2) the conviction of the Franchisee of an offense directly related to the business conducted in accordance with the franchise; or (3) failure to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the Franchisor's trade name, trademark, service mark, logotype or other commercial symbol after the Franchisee has received written notice to cure of at least 24 hours in advance thereof.

Franchisor may not terminate or cancel a franchise except for good cause. "Good Cause" means failure by Franchisee to substantially comply with the material and reasonable franchise requirements imposed by the Franchisor including:

(1) the bankruptcy or insolvency of the Franchisee; (2) assignment for the benefit of creditors or similar description of the assets of the franchise business; (3) voluntary abandonment of the franchise business; (4) Conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchise business; or (5) any act by or conduct of the Franchisee which materially impairs the goodwill associated with the Franchisor's trademark, trade name, service mark, logotype or other commercial symbol.

With respect to franchises governed by Minnesota law, the Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds, 3, 4 and 5 which require, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

#### Arbitration

##### Item 17 Disclosure Document; Section 12 Franchise Agreement

The Franchise Agreement provides for arbitration in accordance with the rules of the American Arbitration Association. According to Minnesota law, the site of the arbitration shall be held in the county or city of the franchise location, State of Minnesota.

Item 17 of Disclosure Document and Section 12.3 of the Franchise Agreement are amended to say: "any claims arising under the Minn. Stat. 80C must be commenced within three (3) years from when the cause of action accrues."

#### Transfer of the Franchise

##### Item 17 Disclosure Document; Section 11 Franchise Agreement

According to Minn. Stat. 2860.4400, Item 17 and the transfer sections of the Franchise Agreement are amended to state, "It shall be unfair and inequitable for any person to require a franchisee to assent to a release assignment, novation, or waiver that would relieve any person from liability imposed by Minn. Statutes 1973 Supp., Sections 80C.01 to 80C.22."

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.

### NEW YORK

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

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective Rev. March 17, 2021 2 injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.
5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

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

6. Franchise Questionnaires and Acknowledgements--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.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

## **NORTH DAKOTA**

### Addendum to North Dakota Disclosure Document and Franchise Agreement.

The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota Franchisees (Section 51-19-09 of the North Dakota Century Code):

Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisees' business.

Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

Liquidated Damages and Termination Penalties: Requiring North Dakota Franchisees to consent to liquidated damages or termination penalties.

Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.

Waiver of Jury Trial: Section 12.3 of the Franchise Agreement requiring franchisees to consent to a waiver of jury trial is deleted.

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.

## **RHODE ISLAND**

### Performance, Applicable Law and Forum/Disputes/Arbitration Item 17 Disclosure Document; Sections 12. and 13k. Franchise Agreement

§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 this Act.

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.

## **SOUTH DAKOTA**

### Termination of the Franchise

Item 17 Disclosure Document; Section 10 Franchise Agreement

Franchisee commits a material breach of the Franchise Agreement; or materially defaults in the payment of any indebtedness to the Franchisor, or Franchisee's suppliers arising out of the purchase of the supplies or equipment and this default is not cured within 30 days of notice to Franchisor.

### Covenant Not to Compete

Item 9 Disclosure Document; Section 6.17 Franchise Agreement

Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.

### Disputes/Arbitration

Section 12. Franchise Agreement

Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages or any provision that provides that parties waive their right to a jury trial may not be enforceable under South Dakota law.

### Transfer by Franchisee

Section 11 Franchise Agreement

SDCL 53-9-5 voids liquidated damages provisions from contracts unless it would be impractical or extremely difficult to fix actual damages.

### Arbitration/Performance, Applicable Law and Forum

Item 17 Disclosure Document; Section 12 and 13k. Franchise Agreement

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the state of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing law of California.

Any provision in the franchise agreement and/or development agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

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.

## **VIRGINIA**

### Termination of the Franchise Section 10 Franchise Agreement

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for the 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.

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.

## **WASHINGTON**

### Rider

### Washington Addendum to the Franchise Disclosure Document, Franchise Agreement, and Related Agreements.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

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

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

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for

inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
FRANCHISOR

\_\_\_\_\_  
FRANCHISEE

**This addendum may also be used as a rider to the Franchise Disclosure Document. This addendum to the Franchise Agreement shall amend the Franchise Agreement and related documents.**

**WISCONSIN**

Termination of the Franchise

Item 17 Disclosure Document; Section 10 Franchise Agreement

The laws of the various states may differ regarding notice periods, time to cure defaults, causes for non-renewal, and causes whereby Franchisor may terminate. Franchisor shall comply with the requirements of the state in which Franchisee's Center is located in that event. (See Section 10 of the Franchise Agreement). The Wisconsin Fair Dealership Law, Chapter 135, Wis. Stats., supersedes any provision of the franchise contract or agreement if such provisions are in conflict with the law.

Each provision of these Addenda to the Disclosure Document and Franchise Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the respective state's laws are met independently, without reference to these Addenda to the Disclosure Document or Franchise Agreement.

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.

---

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISEE:

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

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

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

FRANCHISOR:  
TEAMLOGIC, ~~INC.~~ LLC

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

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



**EXHIBIT “F”**

**AMENDMENT TO FRANCHISE AGREEMENT FOR EXISTING AND  
NEW MULTIPLE**

Multiple TeamLogic IT Business # \_\_\_\_\_

Main TeamLogic IT Business # \_\_\_\_\_



**AMENDMENT TO FRANCHISE AGREEMENT  
For TeamLogic IT Business Nos. EXISTING # and NEW MULTIPLE #**

**Franchisee:** \_\_\_\_\_

This Amendment to Franchise Agreements (“Amendment”) is made by and between TeamLogic, ~~Inc. LLC~~, a ~~California corporation~~ Delaware limited liability company (“Franchisor”) and the undersigned (“Franchisee”), in connection with certain Franchise Agreement(s) the parties are concurrently signing whereby Franchisee is authorized to own and operate more than one TeamLogic IT Business in the area of \_\_\_\_\_, \_\_\_\_\_ (“Franchise Agreement”).

**RECITALS**

WHEREAS, Franchisor and Franchisee entered into a Franchise Agreement dated \_\_\_\_\_ to own and operate the TeamLogic IT® Business # \_\_\_\_\_ (\_\_\_\_\_, \_\_\_\_\_);

WHEREAS, Franchisee desires to acquire, own and operate an additional TeamLogic IT® Business # \_\_\_\_\_ (\_\_\_\_\_, \_\_\_\_\_) (“Additional Territory”). Franchisee is concurrently executing Franchisor’s current form of franchise agreement for the Additional Territory; and

WHEREAS, Franchisor is willing to consent to Franchisee’s acquisition of the Additional Territory, subject to amending the Franchise Agreements to extend the expiration date of the Franchise Agreement to be coterminous with the opening date of the Additional Territory under this Amendment.

NOW THEREFORE, in consideration of the above recitals, and other valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby agree as follows:

1. Consent to Additional Territories. Franchisor hereby consents to Franchisee’s acquisition of the Additional Territories.

**2. SECTION 3.1 INITIAL FRANCHISE FEE**

For multiple franchise purchases, the Initial Franchise Fee for any additional franchises purchased by Franchisee shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per TeamLogic IT Business.

**3. SECTION 3.6 MONTHLY MINIMUMS**

This Section is hereby amended to delete the first row in the table.

**4. SECTION 4.1(c) PROVIDE INITIAL TRAINING**

This Section is not applicable.

**5. SECTION 4.1(h) PROFESSIONAL SERVICES AUTOMATION TRAINING**

This Section is not applicable.

**6. SECTIONS 4.2(c) and 4.2(d)**

These Sections are not applicable.

**7. SECTION 6.3 VEHICLE SIGNAGE/GRAPHICS**

This Section is not applicable.

**8. SECTION 7.1 INITIAL TERM**

This Section is amended to read: “Expiration Date of Franchise Agreements. The expiration date of all of the Franchise Agreements shall be coterminous with the expiration date to be ten (10) years after the last TeamLogic IT franchise opens for business. To clarify, the earlier Franchise Agreements expirations dates are being extended by this Amendment to match the latest Franchise Agreement.

**9. NON-TRANSFERABILITY OF AMENDMENT**

This Amendment and the provisions herein, are personal to Franchisee and Franchisee may not assign this Amendment nor any right or obligation of this Amendment by operation of law or otherwise, including, but not limited to, any transfer of interest in Franchisee’s company.

**10. CONFIDENTIALITY**

Franchisee agrees this Amendment is highly confidential and shall not be disclosed to any third parties (other than necessary attorneys and accountants), without Franchisor’s express written consent.

**11. GOVERNING LAW/ARBITRATION**

This Amendment shall be governed by the laws of the State of California. If any part of this Amendment is found to be unenforceable, a court of competent jurisdiction will impose language that would render the balance of the Amendment enforceable to the fullest extent permitted under the law.

Any dispute or disagreement between the parties relating to this Amendment or any breach of this Amendment shall be submitted to and determined in binding arbitration under the Rules for Commercial Arbitration of the American Arbitration Association in accordance with and pursuant

to the Arbitration provisions in the Franchise Agreement. Notwithstanding the prior sentence, if Franchisee fails to perform the obligations under this Amendment, the Franchisor has the option to take legal action in any appropriate court. If the Franchisor prevails in any action to enforce this Amendment, Franchisor shall be awarded its costs, including any arbitration costs and attorneys' fees.

12. **RELEASE**

As additional consideration for this Amendment, Franchisee hereby releases Franchisor, its affiliates, officers, directors, employees, agents, successors, and stockholders from any and all past and present claims, demands, liability, damages, costs, causes of action, suits or actions of every kind and nature, whether based upon statute or at common law, at law or in equity or sounding in contract or tort (including any claims for attorneys' fees), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to the Franchise Agreements and TeamLogic IT Businesses # \_\_\_\_\_ and # \_\_\_\_\_ and any other agreement, contract, understanding or relationship between the parties, through the date of this Amendment.

Franchisee agrees that all of their rights under Section 1542 of the California Civil Code are expressly waived. That Section reads 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.”**

13. **MISCELLANEOUS**

Except as modified herein, all terms of the Franchise Agreements shall remain in full force and effect. This Amendment shall be deemed effective once Franchisee and TeamLogic, Inc has signed the Franchise Agreement.

This Amendment may be executed and exchanged in counterparts by fax, email or DocuSign and the faxed/emailed/docusigned generated executed copies shall have the same legal force and effect for all purposes as copies bearing original signatures of the parties.

IN WITNESS WHEREOF, the parties have read the foregoing and agree to be bound thereby.

**Franchisor:**  
**TEAMLOGIC, ~~INC.~~LLC**

**Franchisee:**

By: \_\_\_\_\_  
Dan Shapero, President

\_\_\_\_\_

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

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

**EXHIBIT "G"**

**CONVERSION ADDENDUM**



## CONVERSION ADDENDUM

TeamLogic IT<sup>®</sup> Business # \_\_\_\_\_

This Addendum is entered into on the Effective Date by and between TeamLogic, ~~Inc.~~ LLC (“Franchisor”) and \_\_\_\_\_, (“Franchisee”), with respect to the following recitals.

### RECITALS

WHEREAS, Franchisee currently owns and operates an independent (non-franchised) computer repair/consultation business located at \_\_\_\_\_ the “Existing Business”) and desires to convert the Existing Business into a TeamLogic IT<sup>®</sup> Business; and

WHEREAS, Franchisor and Franchisee have entered into, or are about to enter into a Franchise Agreement (“the Franchise Agreement”) for Franchisee to own and operate a TeamLogic IT<sup>®</sup> Business to be operated by converting the Existing Business to the TeamLogic IT<sup>®</sup> Business; and

WHEREAS, Franchisor desires to consummate such a conversion, on the terms and conditions provided for herein, which terms and conditions shall supersede any conflicting provision in the Franchise Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Section I Definitions, Section 3.5 TeamLogic IT<sup>®</sup> Managed Services Fees, Section 6.9 TeamLogic IT<sup>®</sup> Managed Services: The following language is added to these sections: Franchisee must convert/migrate any existing managed services clients to TeamLogic IT<sup>®</sup> within 90 days of the Effective Date.
2. Section 3.1 of the Franchise Agreement Initial Franchise Fee: The first sentence is replaced by and shall read: Concurrently with the execution of this Agreement, Franchisee shall pay to Franchisor a non-refundable Initial Franchise Fee in the amount of \$49,500.
3. Section 3.3 Minimum and Continuing Fees: The Continuing Franchise Fee outlined in Sections 3.3 of the Franchise Agreement shall be modified as follows: For the first 12 months from the Effective Date of the Franchise Agreement, Continuing Franchise Fees shall be payable on only those Gross Sales that exceed an amount equal to: *the average annual gross sales of Franchisee’s independent business, as calculated from the prior 36 months* (“the Excluded Amount”). If Franchisee has been in business less than 36 months then the Excluded Amount shall be the average of all the months Franchisee has been in business for a monthly average multiplied by twelve. Franchisee shall pay the Continuing Franchise Fees as indicated

in Section 3.3 on all Gross Sales in excess of the Excluded Amount, for the first 12 months, according to the terms of the Franchise Agreement. After the first 12 months, Continuing Franchise Fees shall be payable as indicated in section 3.3 on all Gross Sales (as that term is defined in the Franchise Agreement).

4. Section 3.4. Minimum and Continuing Advertising Fees. It is acknowledged that the advertising fees outlined in section 3.4 of the Franchise Agreement shall apply on all Gross Sales by all clients, existing and new.

5. Section 4.1.d. of the Franchise Agreement shall be modified as follows: Franchisor will provide a 12-Month Initial Marketing Program currently consisting of direct mail, telemarketing, search engine marketing, and email marketing, subject to change. Franchisee must sign up for the 12-Month Initial Marketing Program directly with TeamLogic approved vendors using a credit card. Franchisee must pay the cost of this Marketing Program, which cost ranges from \$2,000 to \$2,500 per month and will satisfy Franchisee's obligation for the first 12 months to spend a minimum of \$2,500 per month on local advertising described in section 6.4 of the Franchise Agreement.

6. Section 6.3 Vehicle Signage/Graphics. Franchisee must have the approved vehicle signage, at a minimum, installed on any leased or personal vehicle used in the Business within forty-five (45) days of the Effective Date of the Franchise Agreement.

7. Except as modified herein, the terms of the Franchise Agreement shall remain as originally written. The Franchise Agreement, together with this Conversion Addendum may not be modified except in writing signed by the President of Franchisor and Franchisee.

8. The Effective Date of this Addendum shall be the Effective Date of the Franchise Agreement.

FRANCHISOR:  
TEAMLOGIC, ~~INC.~~ LLC

FRANCHISEE:

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

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

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

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

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

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

**EXHIBIT “H”**

**TRANSFER RELEASE AGREEMENT**



## TRANSFER RELEASE AGREEMENT

This Transfer Release Agreement (“Agreement”) is entered into by and between TeamLogic, ~~Inc. LLC~~, a ~~California corporation~~ Delaware limited liability company, (“TEAMLOGIC”) and \_\_\_\_\_ (“FRANCHISEE”) with reference to the following facts:

A. WHEREAS, TEAMLOGIC and FRANCHISEE entered into a Franchise Agreement dated \_\_\_\_\_ whereby FRANCHISEE is authorized to own and operate TeamLogic IT<sup>®</sup> Business # \_\_\_\_\_ currently located at \_\_\_\_\_ (“Franchise Agreement”); and

B. WHEREAS, FRANCHISEE is about to sell FRANCHISEE’S TeamLogic IT Business # \_\_\_\_\_ and desires for Franchisor to consent to the transaction and TEAMLOGIC desires to consent to such transfer upon the terms and conditions below; and

C. WHEREAS, TEAMLOGIC and FRANCHISEE desire to mutually terminate their franchise relationship upon the sale of FRANCHISEE’S TeamLogic IT<sup>®</sup> Business and, except as provided for below, to mutually release one another from any presently-existing disputes or claims between them, whether known to them or not, and any other disputes or claims which the parties have or could have asserted against one another at any time in the past, or at any time in the future.

NOW THEREFORE, in consideration of the covenants and promises each to the other made herein, the parties agree as follows:

1. TEAMLOGIC hereby consents to the transfer by FRANCHISEE of TeamLogic IT<sup>®</sup> Business # \_\_\_\_\_ to \_\_\_\_\_ (“Buyer”) and upon the consummation of the transfer, the Franchise Agreement shall be deemed mutually terminated, subject to all of Franchisee’s obligations through the termination date and post-termination covenants and obligations under the Franchise Agreement.

2. Upon the consummation of the sale of the TeamLogic IT<sup>®</sup> Business, TEAMLOGIC, on the one hand and FRANCHISEE, on the other, and subject to the obligations in section 1 above, hereby forever discharge each other and all of each other’s respective heirs, executors, administrators, affiliates, officers, directors, employees, representatives, agents, consultants, successors, assigns and attorneys, of and from any and all claims, demands, actions, causes of action, liabilities, losses, expenses, costs and fees of whatsoever kind, nature or description, whether known or unknown, which now exist or which may hereafter arise, based on, relating to, or in connection with any matter between the parties, including but not limited to: (a) the performance, non-performance, breach, enforceability or validity of any provision of the Franchise Agreement and any other agreement between the parties; (b) any and all activities of FRANCHISEE or TEAMLOGIC relating to FRANCHISEE’S TeamLogic IT<sup>®</sup> Business; (c) any statements or representations allegedly made to TEAMLOGIC by FRANCHISEE; (d) any statements or representations allegedly made to FRANCHISEE by TEAMLOGIC; and (e) any statements, acts or omissions by any person on behalf of TEAMLOGIC to FRANCHISEE their representatives or any third

party relating to the purchase, operation or sale of FRANCHISEE'S TeamLogic IT® Business. FRANCHISEE specifically releases TEAMLOGIC from any restriction on disclosing any and all financial relating to information relating to FRANCHISEE'S TeamLogic IT® Business to the buyer and expressly authorizes such disclosures at any time. TEAMLOGIC and FRANCHISEE hereby waive any and all rights they may now or hereafter have under Section 1542 of the California Civil Code, as presently worded or as hereafter amended, (and any similar statute of any other jurisdiction) which section presently reads 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.”

Nothing contained in this general release shall operate to waive or release any claims arising from any breach or non-performance of this Agreement, nor of any of FRANCHISEE'S obligations through the termination date and post-termination obligations under the Franchise Agreement.

3. FRANCHISEE hereby agrees to defend and indemnify TEAMLOGIC for and against any and all losses, liabilities, costs, expenses, etc. as a result of any alleged claims of misrepresentation by FRANCHISEE to the purchaser of the TeamLogic IT® Business, either orally or in writing and whether meritorious or not.

4. This Agreement shall become effective upon the closing and consummation of the sale of FRANCHISEE'S TeamLogic IT to the named Buyer above. Should the Transfer not close or consummate for any reason, then TEAMLOGIC's consent is voided, and FRANCHISEE must obtain TEAMLOGIC's consent to transfer to any substitute buyer. Should FRANCHISEE and Buyer materially change the terms of the purchase after this Agreement is executed, FRANCHISEE must obtain TEAMLOGIC's amended consent to the revised term.

5. This Agreement reflects the entire agreement of the parties, and all prior oral or written agreements, statements, and representations made by any of the parties are intended to be merged with this Agreement. All of the parties acknowledge that no other statements or representations have been made to such party by any other party concerning any matter that is the subject of this Agreement.

This Agreement may be executed and exchanged in counterparts by fax, email or DocuSign and the faxed/emailed/docusigned generated executed copies shall have the same legal force and effect as copies bearing original signatures of the parties.

FRANCHISOR:  
TEAMLOGIC, ~~INC.~~ LLC

FRANCHISEE:

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

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

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

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

**EXHIBIT "I"**

**STATE FRANCHISE ADMINISTRATORS**

## STATE FRANCHISE ADMINISTRATORS

### California:

Department of Financial  
Protection and Innovation (DFPI)  
320 W. 4th Street, Suite 750  
Los Angeles, CA 90013-2344  
(213) 576-7500 or Toll Free (866) 275-2677

### Hawaii:

Commissioner of Securities  
Dept. of Commerce and Consumer Affairs  
Business Registration  
Div. Securities Compliance Branch  
335 Merchant St., Rm. 205  
Honolulu, HI 96813-2921  
(808) 586-2722

### Illinois:

Office of the Attorney General  
Franchise Division  
500 S. 2<sup>nd</sup> Street  
Springfield, IL 62701-1771  
(217) 782-4465

### Indiana:

Indiana Securities Division  
Franchise Section  
302 W. Washington St., Rm. E111  
Indianapolis, IN 46204-2738  
(317) 232-6681

### Maryland:

Office of the Attorney General  
Division of Securities  
200 Saint Paul Place  
Baltimore, MD 21202-2020  
(410) 576-6360

### Michigan:

Michigan Attorney General  
Consumer Protection Division  
P.O. Box 30213  
Lansing, MI 48909-7713  
(517) 373-7117

### Minnesota:

Commissioner of Commerce  
85 7th Pl. E., Ste. 280  
Saint Paul, MN 55101-3165  
(651) 539-1638

### New York:

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, NY 10005  
(212) 416-8222

### North Dakota:

North Dakota Insurance & Securities Department  
600 E. Boulevard Ave., ~~5<sup>th</sup> Floor~~ Dept.  
401 Bismarck, ND 58505-~~0510~~  
(701) 328-~~4712~~2910

### Rhode Island:

Department of Business  
Regulations Division of  
Securities  
1511 Pontiac Ave., Bldg. 69-1  
Cranston, RI 02920-4407  
(401) 462-9527

### South Dakota:

Department of Labor and Regulation  
Division of Insurance - Securities Regulation  
124 S. Euclid Ave., 2<sup>nd</sup> Floor  
Pierre, SD 57501-3171  
(605) 773-3563

### Virginia:

State Corporation Commission  
Div. of Securities & Retail Franchising  
1300 E. Main St., 9<sup>th</sup> Floor  
Richmond, VA 23219-3630  
(804) 371-9051

### Washington:

Department of Financial Institutions  
Securities Division  
150 Israel Rd. SW  
Tumwater, WA 98501-6456  
(360) 902-8760

### Wisconsin:

Department of Financial Institutions  
Securities Division  
4822 Madison Yards Way, North Tower  
Madison, WI 53705-9100  
(608) 266-8557

**EXHIBIT “J”**  
**SBA ADDENDUM**

**ATTACHMENT**

**ADDENDUM TO FRANCHISE<sup>1</sup> AGREEMENT**

**THIS ADDENDUM** (“Addendum”) is made and entered into on \_\_\_\_\_ 20\_\_\_\_\_, by and between \_\_\_\_\_ (“Franchisor”) located \_\_\_\_\_ at \_\_\_\_\_, and \_\_\_\_\_ (“Franchisee”), located at \_\_\_\_\_.

Franchisor and Franchisee entered into a Franchise Agreement on \_\_\_\_\_, \_\_\_\_\_ (such Agreement, together with any amendments, the “Franchise Agreement”). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (“SBA”). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

**CHANGE OF OWNERSHIP**

- If Franchisor is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor’s consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the Franchise interest or any portion thereof, the transfer or will not be liable for the actions of the transferee Franchisee.

**FORCED SALE OF ASSETS**

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

**COVENANTS**

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee’s real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

<sup>1</sup> While relationships established under license, jobber, dealer and similar agreements are not generally described as “franchise” relationships, if such relationships meet the Federal Trade Commission’s (FTC’s) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

**EMPLOYMENT**

- Franchisor will not directly control (hire, fire or schedule) Franchisee’s employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

**Authorized Representative of Franchisor:**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Authorized Representative of Franchisee:**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Note to Parties:** This Addendum only addresses “affiliation” between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the Franchise system must meet all SBA eligibility requirements.

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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	<u>[PENDING]</u>
Hawaii	<u>[PENDING]</u>
Illinois	<u>[PENDING]</u>
Indiana	<u>[PENDING]</u>
Maryland	<u>[PENDING]</u>
Michigan	<u>January 18, 2026</u>
Minnesota	<u>[PENDING]</u>
New York	<u>[PENDING]</u>
North Dakota	<u>[PENDING]</u>
Rhode Island	<u>[PENDING]</u>
South Dakota	<u>[PENDING]</u>
Virginia	<u>[PENDING]</u>
Washington	<u>[PENDING]</u>
Wisconsin	<u>[PENDING]</u>

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

**EXHIBIT “K”**

**ITEM 23 RECEIPT**

**ITEM 23 RECEIPT**

**TLITeamLogic IT Business #:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 TeamLogic IT offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

**\*\***New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If TeamLogic IT does not deliver this disclosure document on time, or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency listed in Exhibit "H".

Franchise sellers offering the franchise: The following are located at 26722 Plaza, Mission Viejo, CA 92691, telephone (949) 582-6300, and check below for the seller for this offering:

____ Don F. Lowe	____ Richard Lowe	____ Dan Shapero	____ David Robidoux	____ Lee Dye
____ Thomas Muller	____ Gary Tousseau	____ Denise Denton	____ Patrick Spaan	____ Shawn Eftink
____ <u>Lizette SanchezEdward Mendoza</u>	____ Larry Miller	____ Alex McDonald	____ Benjamin Purcell	____ Alisa Kunz
____ Lesley McDonald	____ Jeffrey Kerr	____ Joe Aloï	____ Zach Lowe	____ Jeff Ward
____ Meaghan Grech	____ Ryan Downs	____ <u>Gabriel Chacon</u>	____ <u>Joe Pontius</u>	____ <u>Taylor Reese</u>
____ <u>John Terry</u>				

**Signature page on next page**



**Date of Issuance: March 27~~23~~, 2025~~6~~**

See Exhibit “B” for our registered agents authorized to receive service of process in your state.

I have/ received a disclosure document dated March 27~~23~~, 2025~~6~~, including the following Exhibits:

- A. Financial Statements
- B. Agents for Service of Process
- C. Brand Standards and Operations Manual Table of Contents
- D. Franchise Agreement
- E. Multi-State Addendum to Disclosure Document and Franchise Agreement
- F. Amendment to Franchise Agreement for Existing and New Multiple
- G. Conversion Addendum
- H. Transfer Release Agreement
- I. State Franchise Administrators
- J. SBA Addendum
- K. Item 23 Receipt

~~\* Please fill in the name of the person, if any, from any of these companies whom you spoke with about purchasing a franchise with us~~The franchise sellers for this offering are:

~~\_\_\_\_\_ of \*Franchise, Inc., 7500 Flying Cloud Dr., Eden Prairie, MN 55344 (770) 552-9661.  
 \_\_\_\_\_ of \*Franchise Consulting Company, 935 Bella Vista Ave., Miami, FL 33156  
 \_\_\_\_\_ (800) 321-6072.  
 \_\_\_\_\_ of \*Entrepreneur Option, 26 Summit Grove Ave, Suite 201 Bryn Mawr, PA 19010  
 \_\_\_\_\_ (484) 278-4589.  
 \_\_\_\_\_ of \*Franchise, Inc., 7500 Flying Cloud Dr., Eden Prairie, MN 55344 (770) 552-9661.  
 \_\_\_\_\_ of \*Franchise Consulting Company, 935 Bella Vista Ave., FL 33156.  
 \_\_\_\_\_ (800) 321-6072.  
 \_\_\_\_\_ of \*Entrepreneur Option, 26 Summit Grove Ave, Suite 201 Bryn Mawr, PA 19010  
 \_\_\_\_\_ (484) 278-4589.  
 \_\_\_\_\_ of \*Plan B and C, Inc., 120 Hamlin Ave., Falmouth, MA 02540, (508) 203-1881.  
 \_\_\_\_\_ of \*International Franchise Professionals Group, Inc., 1499 Ernston Road., #139,  
 \_\_\_\_\_ Parlin, NJ 08859, (888) 977-EFPG.  
 \_\_\_\_\_ of \*American Business Alliance, Inc., 1145 Broadway, Ste 1380, Tacoma, WA 18402  
 \_\_\_\_\_ (800) 557-4850.  
 \_\_\_\_\_ of \* Allwright Franchise Consulting, Inc., 21001 N. Carrillo Trail, Surprise, AZ 85387  
 \_\_\_\_\_ (623) 975-9703.  
 \_\_\_\_\_ of B. Wilson Consulting LLC (affiliate of The Perfect Franchise), 3202 Tenker Creek  
 \_\_\_\_\_ Lane, Owens Cross Roads, AL 35763 (256) 656-7908~~

<u>Franchise Seller/Broker</u>	<u>Brokerage Firm</u>	<u>Business Address</u>	<u>Phone No.</u>
<u>Nilesh Bharadwaj</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Christopher Gamble</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Sam Ghoubril (Franchise Lobby)</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Michael Gormley</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Patrick Johnson</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Justin Karbowski</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Mark Lerner</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Todd Moster</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Dan Olia</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>

<u>Phyllis Pieri</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Matthew Scanlan</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Amy Seban</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Joseph Spagnoli</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Karen Stowe</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Anthony Vu</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295 Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Larry Reed</u>	<u>Enterprise Strategy Partners, LLC</u>	<u>3653 West 132<sup>nd</sup> Terrace Leawood, KS 66209</u>	
<u>Adrienne Leigh (Success Franchising)</u>	<u>Entrepreneurial Resource Center, Inc.</u>	<u>15913 Rosethorn Court Cypress, TX 77429</u>	

<a href="#">Jean David Cohen</a>	<a href="#">Franchise Brokers Association</a>	<a href="#">1080 Woodcock Road, Suite 295 Orlando, FL 32803</a>	<a href="#">321-445-3503</a>
<a href="#">Sirpa Kosonen (Sirpa LLC)</a>	<a href="#">Franchise Brokers Association</a>	<a href="#">10522 Buccaneer Place, NW Silverdale, WA 98383</a>	<a href="#">206-529-4794</a>
<a href="#">Jeffrey Isroff</a>	<a href="#">Franchise Business Solutions</a>	<a href="#">444 Robin Road Cedar Hill, TX 75104</a>	<a href="#">972-922-3981</a>
<a href="#">Grabiell Arechiga</a>	<a href="#">Franchise Consulting Company</a>	<a href="#">383 Cheshire Drive Brentwood, CA 94513</a>	<a href="#">925-705-0193</a>
<a href="#">John Balkhi (Business In A Box)</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">952-345-8421</a>
<a href="#">Rick Bisio</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">952-345-8421</a>
<a href="#">Frank Caperino</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Judy Davidson</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Marc Desormeaux</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Patrick Donohue</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Jeff Elgin</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Raymond W. Fanning</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Adam Goldman</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Sergey Goldman</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Tana Hutchinson</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Mirko Marrone</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Kristina Perry</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Ryan Perry (RYKR Consulting, LLC)</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Diane Pleuss (Pleuss &amp; Partners, LLC)</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">West Romberger</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">Martin Greenbaum (Greenbaum Marketing Strategy, LLC)</a>	<a href="#">International Franchise Professionals Group, Inc.</a>	<a href="#">1499 Ernston Road #B9 Parlin, NJ 08859</a>	<a href="#">888-977-IFPG</a>
<a href="#">Mark Frassica (Equity Reach Franchise Solutions)</a>	<a href="#">International Franchise Professionals Group, Inc.</a>	<a href="#">1499 Ernston Road #B9 Parlin, NJ 08859</a>	<a href="#">888-977-IFPG</a>
<a href="#">John Anderson</a>	<a href="#">Lakeport Consulting Group, LLC</a>	<a href="#">3710 E. 87th Place Tulsa, OK 74137</a>	<a href="#">918-992-6300</a>
<a href="#">Harris Gubin</a>	<a href="#">The Entrepreneur Option</a>	<a href="#">1670 Cavan Drive Dresher, PA 19025</a>	<a href="#">267-872-9342</a>
<a href="#">Chris Kennedy</a>	<a href="#">The Entrepreneur Option</a>	<a href="#">2657 Star Apple Way Sarasota, FL 34240</a>	<a href="#">941-928-2602</a>
<a href="#">Dave Sullivan</a>	<a href="#">The Franchise Consulting Company, Inc. (FCC)</a>	<a href="#">935 Bella Vista Ave. Coral Gables, FL 33156</a>	<a href="#">luana@thefranchiseconsultingcompany.com</a>
<a href="#">Steve Taylor</a>	<a href="#">The Franchise Consulting Company, Inc. (FCC)</a>	<a href="#">935 Bella Vista Ave. Coral Gables, FL 33156</a>	<a href="#">luana@thefranchiseconsultingcompany.com</a>
<a href="#">Telanda Sidari</a>	<a href="#">The Franchise Educator</a>	<a href="#">2916 Mount Holyoke Road Columbus, OH 43221</a>	<a href="#">800-361-8292</a>

<u>Julia Berman</u>	<u>The Perfect Franchise LLC</u>	<u>122 W. Oakbrook Drive Ann Arbor, MI 48103</u>	<u>734-255-0425</u>
<u>Dave Jones</u>	<u>The Perfect Franchise LLC</u>	<u>130 Culver Hill Road Shohola, PA 18458</u>	<u>973-452-4558</u>
<u>Brendan Meyer</u>	<u>The Perfect Franchise LLC</u>	<u>130 Culver Hill Road Shohola, PA 18458</u>	<u>973-452-4558</u>
<u>Dino Salerno</u>	<u>The Perfect Franchise LLC</u>	<u>50 North Gould Street Sheridan, Wyoming 82801</u>	<u>702-569-8096</u>
<u>Brandon Wilson (B. Wilson Consulting LLC)</u>	<u>The Perfect Franchise LLC</u>	<u>130 Culvert Hill Road Shohola, PA 18458</u>	<u>973-452-4558</u>
<u>Geno Alissi</u>	<u>The You Network, LLC</u>	<u>21001 N. Carrillo Trail Surprise, ZA 85387</u>	<u>623-975-9703</u>
<u>Karl Morningstar</u>	<u>The You Network, LLC</u>	<u>21001 N. Carrillo Trail Surprise, ZA 85387</u>	<u>623-975-9703</u>
<u>Dirk Nelson</u>	<u>The You Network, LLC</u>	<u>21001 N. Carrillo Trail Surprise, ZA 85387</u>	<u>623-975-9703</u>
<u>Matthew Weiss</u>	<u>The You Network, LLC</u>	<u>21001 N. Carrillo Trail Surprise, ZA 85387</u>	<u>623-975-9703</u>
<u>Lauren Grant</u>	<u>Your Local Franchise Consultant</u>	<u>51545 Longmeadow Indio, CA 92201</u>	<u>949-887-2600</u>

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature of Prospective Franchisee) (Printed Name)

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature of Prospective Franchisee) (Printed Name)

Please date and sign this receipt page and then keep it for your records.



ITEM 23 RECEIPT

~~FLI~~ TeamLogic IT Business # \_\_\_\_\_:

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 TeamLogic IT offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

**\*\***New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If TeamLogic IT does not deliver this disclosure document on time, or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency listed in Exhibit "H".

Franchise sellers offering the franchise: The following are located at 26722 Plaza, Mission Viejo, CA 92691, telephone (949) 582-6300, and check below for the seller for this offering:

- \_\_\_\_\_ Don F. Lowe      \_\_\_\_\_ Richard Lowe      \_\_\_\_\_ Dan Shapero      \_\_\_\_\_ David Robidoux      \_\_\_\_\_ Lee Dye
- \_\_\_\_\_ Thomas Muller      \_\_\_\_\_ Gary Tousseau      \_\_\_\_\_ Denise Denton      \_\_\_\_\_ Patrick Spaan      \_\_\_\_\_ Shawn Eftink
- \_\_\_\_\_ ~~Sanchez~~ Lizette ~~Edward~~ Mendoza      \_\_\_\_\_ Larry Miller      \_\_\_\_\_ Alex McDonald      \_\_\_\_\_ Benjamin Purcell      \_\_\_\_\_ Aliza Kunz
- \_\_\_\_\_ Lesley McDonald      \_\_\_\_\_ Jeffrey Kerr      \_\_\_\_\_ Joe Aloï      \_\_\_\_\_ Zach Lowe      \_\_\_\_\_ Jeff Ward
- \_\_\_\_\_ Meaghan Grech      \_\_\_\_\_ Ryan Downs      \_\_\_\_\_ Gabriel Chacon      \_\_\_\_\_ Joe Pontius      \_\_\_\_\_ Taylor Reese
- \_\_\_\_\_ John Terry

Signature page on next page

**Date of Issuance: March ~~27~~23, 202~~5~~6**

See Exhibit "B" for our registered agents authorized to receive service of process in your state.  
 I have/ received a disclosure document dated March ~~27~~23, 202~~5~~6, including the following Exhibits:

- A. Financial Statements
- B. Agents for Service of Process
- C. Brand Standards and Operations Manual Table of Contents
- D. Franchise Agreement
- E. Multi-State Addendum to Disclosure Document and Franchise Agreement
- F. Amendment to Franchise Agreement for Existing and New Multiple
- G. Conversion Addendum
- H. Transfer Release Agreement
- I. State Franchise Administrators
- J. SBA Addendum
- K. Item 23 Receipt

~~\* Please fill in the name of the person, if any, from any of these companies whom you spoke with about purchasing a franchise with us~~  
The franchise sellers for this offering are:

~~\_\_\_\_\_ of \*Franchise, Inc., 7500 Flying Cloud Dr., Eden Prairie, MN 55344 (770) 552-9661.~~  
~~\_\_\_\_\_ of \*Franchise Consulting Company, 935 Bella Vista Ave., Miami, FL 33156~~  
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~~\_\_\_\_\_ of \*Entrepreneur Option, 26 Summit Grove Ave, Suite 201 Bryn Mawr, PA 19010~~  
~~(484) 278-4589.~~  
~~\_\_\_\_\_ of \*Franchise, Inc., 7500 Flying Cloud Dr., Eden Prairie, MN 55344 (770) 552-9661.~~  
~~\_\_\_\_\_ of \*Franchise Consulting Company, 935 Bella Vista Ave., FL 33156.~~  
~~(800) 321-6072.~~  
~~\_\_\_\_\_ of \*Entrepreneur Option, 26 Summit Grove Ave, Suite 201 Bryn Mawr, PA 19010~~  
~~(484) 278-4589.~~  
~~\_\_\_\_\_ of \*Plan B and C, Inc., 120 Hamlin Ave., Falmouth, MA 02540, (508) 203-1881.~~  
~~\_\_\_\_\_ of \*International Franchise Professionals Group, Inc., 1499 Ernston Road., #139,~~  
~~Parlin, NJ 08859, (888) 977-EFPG.~~  
~~\_\_\_\_\_ of \*American Business Alliance, Inc., 1145 Broadway, Ste 1380, Tacoma, WA 18402~~  
~~(800) 557-4850.~~  
~~\_\_\_\_\_ of \* Allwright Franchise Consulting, Inc., 21001 N. Carrillo Trail, Surprise, AZ 85387~~  
~~(623) 975-9703.~~  
~~\_\_\_\_\_ of B. Wilson Consulting LLC (affiliate of The Perfect Franchise), 3202 Tenker Creek~~  
~~Lane, Owens Cross Roads, AL 35763 (256) 656-7908~~

<u>Franchise Seller/Broker</u>	<u>Brokerage Firm</u>	<u>Business Address</u>	<u>Phone No.</u>
<u>Nilesh Bharadwaj</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295</u> <u>Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Christopher Gamble</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295</u> <u>Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Sam Ghoubril (Franchise</u> <u>Lobby)</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295</u> <u>Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Michael Gormley</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295</u> <u>Tacoma, WA 98402</u>	<u>253-328-6926</u>
<u>Patrick Johnson</u>	<u>Business Alliance, Inc.</u>	<u>P.O. Box 2295</u> <u>Tacoma, WA 98402</u>	<u>253-328-6926</u>

<a href="#"><u>Justin Karbowski</u></a>	<a href="#"><u>Business Alliance, Inc.</u></a>	<a href="#"><u>P.O. Box 2295 Tacoma, WA 98402</u></a>	<a href="#"><u>253-328-6926</u></a>
<a href="#"><u>Mark Lerner</u></a>	<a href="#"><u>Business Alliance, Inc.</u></a>	<a href="#"><u>P.O. Box 2295 Tacoma, WA 98402</u></a>	<a href="#"><u>253-328-6926</u></a>
<a href="#"><u>Todd Moster</u></a>	<a href="#"><u>Business Alliance, Inc.</u></a>	<a href="#"><u>P.O. Box 2295 Tacoma, WA 98402</u></a>	<a href="#"><u>253-328-6926</u></a>
<a href="#"><u>Dan Olia</u></a>	<a href="#"><u>Business Alliance, Inc.</u></a>	<a href="#"><u>P.O. Box 2295 Tacoma, WA 98402</u></a>	<a href="#"><u>253-328-6926</u></a>
<a href="#"><u>Phyllis Pieri</u></a>	<a href="#"><u>Business Alliance, Inc.</u></a>	<a href="#"><u>P.O. Box 2295 Tacoma, WA 98402</u></a>	<a href="#"><u>253-328-6926</u></a>
<a href="#"><u>Matthew Scanlan</u></a>	<a href="#"><u>Business Alliance, Inc.</u></a>	<a href="#"><u>P.O. Box 2295 Tacoma, WA 98402</u></a>	<a href="#"><u>253-328-6926</u></a>
<a href="#"><u>Amy Seban</u></a>	<a href="#"><u>Business Alliance, Inc.</u></a>	<a href="#"><u>P.O. Box 2295 Tacoma, WA 98402</u></a>	<a href="#"><u>253-328-6926</u></a>
<a href="#"><u>Joseph Spagnoli</u></a>	<a href="#"><u>Business Alliance, Inc.</u></a>	<a href="#"><u>P.O. Box 2295 Tacoma, WA 98402</u></a>	<a href="#"><u>253-328-6926</u></a>
<a href="#"><u>Karen Stowe</u></a>	<a href="#"><u>Business Alliance, Inc.</u></a>	<a href="#"><u>P.O. Box 2295 Tacoma, WA 98402</u></a>	<a href="#"><u>253-328-6926</u></a>
<a href="#"><u>Anthony Vu</u></a>	<a href="#"><u>Business Alliance, Inc.</u></a>	<a href="#"><u>P.O. Box 2295 Tacoma, WA 98402</u></a>	<a href="#"><u>253-328-6926</u></a>
<a href="#"><u>Larry Reed</u></a>	<a href="#"><u>Enterprise Strategy Partners, LLC</u></a>	<a href="#"><u>3653 West 132<sup>nd</sup> Terrace Leawood, KS 66209</u></a>	
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<a href="#">Grabiell Arechiga</a>	<a href="#">Franchise Consulting Company</a>	<a href="#">383 Cheshire Drive Brentwood, CA 94513</a>	<a href="#">925-705-0193</a>
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<a href="#">Raymond W. Fanning</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
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<a href="#">Diane Pleuss (Pleuss &amp; Partners, LLC)</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
<a href="#">West Romberger</a>	<a href="#">FranChoice, Inc.</a>	<a href="#">7500 Flying Cloud Drive #600 Eden Prairie, MN 55344</a>	<a href="#">800-850-8098</a>
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<a href="#">Mark Frassica (Equity Reach Franchise Solutions)</a>	<a href="#">International Franchise Professionals Group, Inc.</a>	<a href="#">1499 Ernston Road #B9 Parlin, NJ 08859</a>	<a href="#">888-977-IFPG</a>
<a href="#">John Anderson</a>	<a href="#">Lakeport Consulting Group, LLC</a>	<a href="#">3710 E. 87th Place Tulsa, OK 74137</a>	<a href="#">918-992-6300</a>
<a href="#">Harris Gubin</a>	<a href="#">The Entrepreneur Option</a>	<a href="#">1670 Cavan Drive Dresher, PA 19025</a>	<a href="#">267-872-9342</a>
<a href="#">Chris Kennedy</a>	<a href="#">The Entrepreneur Option</a>	<a href="#">2657 Star Apple Way Sarasota, FL 34240</a>	<a href="#">941-928-2602</a>
<a href="#">Dave Sullivan</a>	<a href="#">The Franchise Consulting Company, Inc. (FCC)</a>	<a href="#">935 Bella Vista Ave. Coral Gables, FL 33156</a>	<a href="#">luana@thefranchiseconsultingcompany.com</a>
<a href="#">Steve Taylor</a>	<a href="#">The Franchise Consulting Company, Inc. (FCC)</a>	<a href="#">935 Bella Vista Ave. Coral Gables, FL 33156</a>	<a href="#">luana@thefranchiseconsultingcompany.com</a>
<a href="#">Telanda Sidari</a>	<a href="#">The Franchise Educator</a>	<a href="#">2916 Mount Holyoke Road Columbus, OH 43221</a>	<a href="#">800-361-8292</a>

<u>Julia Berman</u>	<u>The Perfect Franchise LLC</u>	<u>122 W. Oakbrook Drive Ann Arbor, MI 48103</u>	<u>734-255-0425</u>
<u>Dave Jones</u>	<u>The Perfect Franchise LLC</u>	<u>130 Culver Hill Road Shohola, PA 18458</u>	<u>973-452-4558</u>
<u>Brendan Meyer</u>	<u>The Perfect Franchise LLC</u>	<u>130 Culver Hill Road Shohola, PA 18458</u>	<u>973-452-4558</u>
<u>Dino Salerno</u>	<u>The Perfect Franchise LLC</u>	<u>50 North Gould Street Sheridan, Wyoming 82801</u>	<u>702-569-8096</u>
<u>Brandon Wilson (B. Wilson Consulting LLC)</u>	<u>The Perfect Franchise LLC</u>	<u>130 Culvert Hill Road Shohola, PA 18458</u>	<u>973-452-4558</u>
<u>Geno Alissi</u>	<u>The You Network, LLC</u>	<u>21001 N. Carrillo Trail Surprise, ZA 85387</u>	<u>623-975-9703</u>
<u>Karl Morningstar</u>	<u>The You Network, LLC</u>	<u>21001 N. Carrillo Trail Surprise, ZA 85387</u>	<u>623-975-9703</u>
<u>Dirk Nelson</u>	<u>The You Network, LLC</u>	<u>21001 N. Carrillo Trail Surprise, ZA 85387</u>	<u>623-975-9703</u>
<u>Matthew Weiss</u>	<u>The You Network, LLC</u>	<u>21001 N. Carrillo Trail Surprise, ZA 85387</u>	<u>623-975-9703</u>
<u>Lauren Grant</u>	<u>Your Local Franchise Consultant</u>	<u>51545 Longmeadow Indio, CA 92201</u>	<u>949-887-2600</u>

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Prospective Franchisee)

\_\_\_\_\_  
(Printed Name)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Prospective Franchisee)

\_\_\_\_\_  
(Printed Name)

Please date and sign this receipt page, and then return it to: TeamLogic, ~~Inc~~-LLC,  
Attn: Legal Dept., 26722 Plaza, Mission Viejo, CA 92691.

Exhibit "K" page ~~24~~ of ~~24~~