



FRANCHISE DISCLOSURE DOCUMENT

JTH Tax LLC d/b/a Liberty Tax Service
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JTH Tax LLC d/b/a Liberty Tax Service offers a franchise program to operate tax return preparation offices utilizing special marketing techniques and operating procedures.

The total investment necessary to begin operation of a single Liberty Tax office is \$49,700 to \$71,400. This includes \$25,000 that must be paid to the franchisor.

The 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.**

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract to an advisor, such as 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 for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: April 22~~9~~⁵⁶, 202~~5~~⁶

HOW TO USE THIS FRANCHISE DISCLOSURE DOCUMENT

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits G-1 and G-2.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit H includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only LIBERTY TAX business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a LIBERTY TAX franchisee?	Item 20 or Exhibits G-1 and G-2 list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

WHAT YOU NEED TO KNOW ABOUT FRANCHISING GENERALLY

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

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

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

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

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

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

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

SOME STATES REQUIRE REGISTRATION

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

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 development and franchise agreement require you to resolve disputes with the franchisor by arbitration and/or litigation only in Virginia. 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 Virginia than in your own state.
2. **Minimum Mandatory Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
4. **Turnover Rate.** During the last 3 years, a large number of franchised outlets were terminated, not renewed, re-acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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

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- E. Purchase and Sale Agreements, Transfer and Release forms
- F. List of State Administrators and Registered Agents
- G-1. List of Current Franchisees
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- H. Financial Statements and Guarantee of Performance
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- K. Receipt

ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the terms “we,” “us,” “our,” and “JTH Tax” refer to JTH Tax LLC d/b/a Liberty Tax Service. The terms “you” and “your” refer to the person or entity that buys this franchise, including any guarantors.

The Franchisor and Prior Business Experience.

We were originally incorporated in Delaware on October 23, 1996 and then converted from a Delaware corporation to a Delaware limited liability company and changed our name to JTH Tax LLC on July 9, 2019. We do business as “Liberty Tax Service.” We have not offered franchises in any other line of business. Our agents for service of process are listed in Exhibit F.

We have been in the income tax preparation business and have offered franchises in this business since 1997. As of December 31, 2024⁵, we had ~~1,764~~ 1,663 Liberty Tax Service offices in the United States, ~~1,686~~ 1,537 of which we franchised and ~~78~~ 126 of which were operated by Wefile (as defined below).

In 2022, we began to offer certain existing franchisees a right to sign amendments to their existing franchise agreements to expand their Territory on a non-exclusive basis to perform tax returns outside of their Territory in certain geographic areas where traditional Liberty Tax Services offices were not located (each a “VTO”; the “Franchised VTO Program”).

These VTOs perform tax return services, but we do not consider them to be the same as Liberty Tax Service offices offered under this disclosure document and do not count them as Liberty Tax Service offices in Item 20 of this disclosure document. As of December 31, 2024⁵, ~~11~~ 34 existing franchisees signed amendments to their existing franchise agreements to operate a VTO for the 202~~5~~ 6 tax season

In 2024, we began to offer certain existing franchisees the opportunity to sign a Marketing Rights Agreement for the exclusive right to market and promote their tax services to customers in a territory adjacent to their existing brick-and-mortar Liberty Tax office (the “MRA Program”). As these are not separate offices, virtual or otherwise, we do not count them as Liberty Tax Service offices in Item 20 of this disclosure document. As of December 31, 2024⁵, ~~116~~ 104 existing franchisees signed Marketing Rights Agreements for 18~~9~~ 7 territories for the 202~~5~~ 6 Tax Season.

Our Parents.

Our indirect parent is BP LTCT LLC, a Delaware limited liability company (“BP LLC”) formed on November 2, 2023, whose principal place of business is 500 Grapevine Hwy., Suite 402, Hurst, TX 76054. On January 2, 2024, the sale of Liberty Tax assets to certain lenders associated with BP LLC closed; see Item 4. BP LLC has never offered franchises in any line of business.

Since January 2, 2024, there are a series of parent entities between BP LLC and us. Our direct parent is LT Intermediate Holdco, LLC, a Delaware limited liability company (“LT Intermediate”), whose parent is LT Holdco, LLC, a Delaware limited liability company (“LT Holdco”), whose parent is LTCT Intermediate Holdings LLC, a Delaware limited liability company (“LTCT Intermediate”), whose parent is LTCT Holdings LLC, a Delaware limited liability company (“LTCT Holdings”), whose parent is BP LLC. LTCT Intermediate and LTCT Holdings’ principal place of business is 500 Grapevine Highway, Suite 402, Hurst, Texas 76054. LT Intermediate and LT Holdco share our principal business address. None of the parent companies have ever offered franchises in any line of business.

Our Affiliates.

We have several affiliates that offer franchises, provide products or services to our franchisees or operate tax preparation business similar to those performed by our franchisees, as follows:

1. Our affiliate JTH Financial, LLC (“JTH Financial”) provides select Liberty offices with the ability to offer financial products, as described in Item 8 below. JTH Financial shares our principal business address and has never offered franchises in any line of business.
2. Our affiliate Community Tax LLC (“Community Tax”), an Illinois limited liability company formed on March 29, 2010, performs tax debt resolution and other tax-related services, including for customers of company-affiliated and franchised tax offices. We have entered into a referral agreement with Community Tax whereby you may refer clients to Community Tax for the provision of tax debt resolution and other tax-related services and receive a referral fee. Community Tax’s principal place of business is ~~17 N State Street, Suite 210, Chicago, IL 60602~~ 7785 Baymeadows Way Suite 305, Jacksonville, FL 32256. Community Tax has never offered franchises in any line of business.
3. Our affiliate Wefile LLC (“Wefile”) operates company-owned Liberty Tax Service income tax preparation offices. Wefile shares our principal business address and has never offered franchises in any other line of business.
4. Our affiliate LTS Software LLC (“LTS”) offers online tax preparation through www.libertytax.com. LTS shares our principal business address and has never offered franchises in any other line of business.
5. Our affiliate Liberty Tax Service Inc. (“Liberty-Canada”) franchises income tax preparation offices in Canada under the name Liberty Tax Service. Liberty-Canada, through its predecessors, has been in the income tax preparation business since 1972 and in the income tax rebate discounting business since 1983. Through itself and predecessors, Liberty-Canada has offered franchises in Canada since 1975. As of December 31, 2024⁵, Liberty-Canada had ~~242~~ 238 Liberty offices in Canada, ~~239~~ 5 of which were franchised and 3 of which were company operated. Liberty-Canada’s principal place of business is 16-110 Riviera Drive, Markham, Ontario L3R 5M1 and its registered address is 800 Denison Street, Office #18, Markham, Ontario, Canada L3R 5M9. Liberty-Canada has never offered franchises in any other line of business.

Our Business and the Franchises Offered. In this Disclosure Document, we offer franchises to operate income tax preparation offices using our marks “Liberty Tax Service,” “Liberty Tax,” and “Liberty Income Tax,” any further marks we develop, and our proprietary business methods and marketing techniques in a specified geographic territory.

You will sign a single franchise agreement (“Franchise Agreement”) to operate a Liberty Tax office. Our form of Franchise Agreement is attached to this Disclosure Document as Exhibit B. A market territory will typically cover an area that generates approximately 7,000 to 8,500 paid federal tax returns based on IRS data coupled with population data. In certain instances, after your Liberty Tax office is open, we may enter into an amendment to your Franchise Agreement to expand your Territory on a non-exclusive basis to perform tax returns outside of your Territory under our Franchised VTO Program. You will be required to sign an amendment to your Franchise Agreement in the form attached as Exhibit B-6 to the Franchise Agreement to participate in the VTO Program.

We previously offered franchisees the opportunity to enter into a development agreement (the “Development Agreement”), which granted them the right to enter into multiple Franchise Agreements

with us to construct, own and operate multiple Liberty Tax offices within a particular geographic area (the “Development Area”). We are no longer offering this opportunity to our franchisees.

In addition to our strategic relationship with affiliate Community Tax as described in Item 1, we have a number of other relationships with third-party vendors that facilitate the offering of other ancillary products and services to our franchisees and their customers, including, but not limited to credit restoration, and bookkeeping services. You may be required to sign a Stipulation to the Franchise Agreement depending on the specific vendor and ancillary products and services. See Item 8 and Exhibit B to the Franchise Agreement.

Customers and Competition. We are a retail income tax return preparation business, which primarily attracts customers from the low to middle income brackets. The business is seasonal with most of the customer flow occurring from early January through the middle of April each year. The primary competition in this market is from H&R Block and Jackson Hewitt. Other competition comes from other national, regional, and local tax return preparation and accounting businesses, as well as from the Free File Alliance, online income tax preparation services, and nonprofit tax preparation assistance groups.

Laws and Regulations. The Internal Revenue Code and associated regulations govern many aspects of the preparation and electronic filing of tax returns. You cannot file tax returns electronically unless you can obtain an electronic filing identification number (“EFIN”) from the Internal Revenue Service (“IRS”) and you must comply with all IRS regulations regarding EFINs including, but not limited to, IRS Publication 3112. If you, or a firm in which you have been a principal, were assessed a tax preparer penalty, convicted of a crime, failed to file a tax return or pay taxes, or cannot pass an IRS background suitability check, you may be unable to obtain an EFIN. The electronic filing of tax returns is essential to this business. If you cannot obtain and maintain a valid EFIN, you cannot operate this franchise.

Federal laws and IRS rules and regulations govern various aspects of the franchised business including, but not limited to: (i) accuracy of returns prepared; (ii) eligibility to participate in the IRS electronic filing program; (iii) tax preparer due diligence requirements; (iv) retention of tax returns prepared; and (v) eligibility, registration and licensing of tax return preparers. You and your employees will be required to comply with all applicable IRS licensing and continuing education requirements.

The Federal Trade Commission’s Safeguards Rule requires that tax preparers use physical, administrative, and technological means to safeguard confidential customer data. The federal Gramm Leach Bliley Act requires that tax preparers advise customers of what type of confidential data is collected, the use of the data, and what safeguards are in place to protect it. Certain states also have privacy laws including, but not limited to, laws requiring client notification for certain data security breaches.

States also have laws and regulations governing the preparation of state tax returns. Most states have regulations regarding the electronic filing of tax returns. However, many states accept federal suitability testing for electronic filing. Some states, including California, Connecticut, New York, Nevada, Maryland and Oregon, impose certain standards and state licensing requirements on tax preparers. You are required to ensure that you and your employees are in compliance with all state, federal and local licensing requirements and standards.

States and localities have statutes, ordinances and regulations regarding tax preparation, including regulations concerning Refund Transfer Checks (“RTCs”) (also referred to as Electronic Refund Checks or “ERCs”) and Refund Anticipation Loans (“RALs”). Some states, like Washington, North Carolina, Maine and Texas require RAL facilitators to be licensed, registered and/or approved by the state to offer RALs or other loans, or to be able to offer them in exchange for a fee or consideration. You will be

required to comply with any applicable disclosure and/or licensing requirements in your state including the payment of any associated fees or bonds. See Item 8 for a description of RALs and other financial products.

Many states require certain disclosures to consumers of costs and terms associated with offered RALs. These states include, but are not limited to, Arkansas, California, Colorado, Connecticut, Illinois, Louisiana, Maine, Maryland, Michigan, Minnesota, Nevada, New Jersey, New York State, North Carolina, Oregon, Tennessee, Texas, Virginia, Washington and Wisconsin. Additionally, some localities, like Chicago and New York City, require certain disclosures to consumers. Some states and localities also require certain disclosures related to RTCs and other financial products.

In certain states, like Washington, Virginia, and Tennessee, customers must be allowed to rescind a RAL. Some states limit the amount of chargeable interest or impose a documentary tax on RALs.

The IRS, certain states like Virginia, Maine, Tennessee, and New York, and some localities like New York City and Chicago, regulate advertising associated with RALs. These laws typically require that tax preparers adhere to certain requirements and standards when marketing RALs such as disclosing that interest or fees apply.

Liberty and its franchisees are bound by an Injunction related to RAL advertising and other practices in California as described in Item 3 below under the case styled *The People of the State of California v. JTH Tax, Inc., Employees Plus Inc. and Does 1-150*, (Case No. CCGC-07-560770).

Following an ongoing investigation of JTH Tax's policies, practices, and procedures in connection with its Liberty tax return preparation activities by the IRS and Department of Justice ("DOJ"), we and our affiliates entered into a global settlement with the DOJ that requires us to refrain from specific acts, enact enhanced internal controls regarding the detection of false returns, and pay for an independent monitor to oversee Liberty's compliance with a proposed order as more fully described in Item 3 below under the case styled *United States of America v. Franchise Group Intermediate L 1, LLC, d/b/a Liberty Tax Service*, (Case No. 2:19-cv-653). In addition, our former parent, Franchise Group Inc. ("FGI") and JTH entered into a closing agreement resolving the previously disclosed investigation by the IRS with respect to the tax return preparation activities of FGI's franchise operations and company-owned stores. Pursuant to that agreement, FGI and JTH agreed to make a compliance payment to the IRS in the amount of \$3 million, to be paid in installments over four years, starting with an upfront payment of \$1 million, followed by a \$500,000 payment on each anniversary thereof. FGI expects that its own increased costs to enhance its compliance program could exceed \$1.0 million per year over several years, in addition to the costs necessary to resolve the investigation.

We require that you offer tax classes prior to the beginning of each tax season. Please see Exhibit B, Section 6.p. "Tax Season" as used herein means the time period January 2 - April 30. All tax preparation training must be conducted by lawyers, CPAs, enrolled agents, or individuals with at least five (5) years' experience as either a professional tax return preparer or trainer of others to prepare federal tax returns. No individual may serve as trainer if certain liabilities are due and outstanding with the IRS. Some states regulate tax classes in that the offering of such classes falls within these states' definition of proprietary schools. If you operate within one of these states, you may have to submit an application for your proposed tax courses and meet various requirements concerning instructor qualifications, course topics, classroom facilities, and other matters related to the courses offered.

Many localities have sign ordinances that limit or bar certain signs or require sign approval. Some localities apply these laws to limit or bar certain of our promotional techniques, such as costumed roadside wavers.

You should consult your lawyer concerning all federal, state, and local laws, regulations, and ordinances that may affect the franchised business. You are responsible for following all applicable laws and regulations.

ITEM 2 BUSINESS EXPERIENCE

Scott Terrell, Chief Executive Officer. Mr. Terrell has served as Chief Executive Officer of JTH Tax since June 2023. He previously was Chief Operating Officer of NextPoint Financial Inc. from July 2022 to June 2023, and also served as Chief Information Officer of JTH Tax from August 2019 to June 2023. Prior to joining JTH Tax, Mr. Terrell served as Chief Information Officer for HealthMarkets Inc., headquartered in North Richland Hills, TX, from February 2006 to August 2019.

Michael Miller, Chief Operating Officer. Mr. Miller has served as Chief Operating Officer since March 2024. Previously, Mr. Miller was the Group Vice President, Franchise Operations at Wyndham Hotels & Resorts in Parsippany, New Jersey, from October 2016 to March 2024.

~~Nick Evans, Chief Financial Officer. Mr. Evans has served as Chief Financial Officer of JTH Tax since November 2023. Prior to joining JTH Tax, Mr. Evans served as Senior Vice President of Finance for Community Choice Financial LLC in Dublin, Ohio, from November 2022 to November 2023. Mr. Evans served in a variety of roles at Big Lots, Inc. in Columbus, Ohio from April 2016 to October 2022, including Vice President of Finance from April 2022 to October 2022, Corporate Controller from August 2019 to March 2022, and Assistant Controller from April 2016 to July 2019.~~

William Harvey, Chief Legal Officer and General Counsel. Mr. Harvey has served as Chief Legal Officer since July 2023, and as General Counsel of JTH Tax since July 2021. From September 2019 to July 2021, Mr. Harvey served as Associate General Counsel and Human Resources Officer of JTH Tax. From August 2018 to September 2019, Mr. Harvey served as Senior Corporate Counsel, and from November 2016 to August 2018, Mr. Harvey served as Corporate Counsel. Prior to joining Liberty, Mr. Harvey was First Assistant Vice President and Associate Counsel for Astoria Bank in Lake Success, New York.

Rory Walters, Chief Accounting Officer. Ms. Walters has served as Chief Accounting Officer since July 2023. Previously, she was Senior Vice President of Finance from July 2022 to July 2023, and Assistant Vice President of Finance from August 2017 to June 2021.

Kyle Sawai, Chief Marketing Officer. Mr. Sawai has served as Chief Marketing Officer since April 2024. Previously, he served as Senior Vice President of Digital Marketing since October 2021. From June 1997 to May 2021, Mr. Sawai was Principal of Brand Management at The Richards Group in Dallas, TX.

Kassie Rangel, Chief Information Officer. Ms. Rangel has served as Chief Information Officer since May 2025. She previously served as Vice President of Enterprise Solutions for Servpro from June 2023 to May 2025. From June 2012 to May 2023, Ms. Rangel was Chief Information Officer, UHC Individual Markets for United Healthcare.

David Allen Dulaney, Senior Vice President of Support and Compliance and Compliance Counsel. Mr. Dulaney has served as Senior Vice President of Support and Compliance since December 2022, and as Compliance Counsel since January 2022. He previously served as Vice President of Compliance since January 2022. Prior to joining JTH Tax, Mr. Dulaney served as Tax Manager for Ernst & Young (US), LLC in Dallas Texas, from June 2019 to December 2021. From May 1999 to June 2019, Mr. Dulaney served in the United States Army.

Timothy Magerle, Senior Vice President of Operations. Mr. Magerle has served as Senior Vice President of Operations since July 2023. Previously, he served as Vice President of Training from July 2020 to July 2023. Mr. Magerle was Regional Director at JTH Tax from November 2019 to July 2021, and has also been a Liberty Tax franchisee since January 2008.

Brian Ashcraft, Vice President of Franchise Development. Mr. Ashcraft has served as Vice President of Franchise Development since June 2022. He has served in a variety of roles at Liberty since 2013, including AVP of Product Development since July 2020, AVP of Operational Support from June 2019 to July 2020, Director of Customer Experience from June 2018 to June 2019, Regional Director from July 2017 to June 2018, Director of Compliance from June 2016 to July 2017, and Director of Company Stores from October 2013 to June 2016.

Jessie Seaman, Vice President of Tax Support. Ms. Seaman has served as Vice President of Tax Support of JTH Tax since November 2022. From April 2017 to November 2022, she served as Vice President of Client Servicing with Community Tax LLC in Chicago, Illinois.

~~Connor Smotherman, Director of Strategy and Innovation. Mr. Smotherman has served as Director of Strategy and Innovation of JTH Tax since September 2020. Prior to joining Liberty, Mr. Smotherman served as Manager, Marketing Programs, for Essilor of America in Dallas, Texas from January 2018 to September 2020. Prior to his employment with Essilor of America, Mr. Smotherman was a full-time student in the MBA program at Baylor University in Waco, Texas.~~

Liza Malinis, Director of Business Operations. Ms. Malinis has served as Director of Business Operations since August 2023. Previously, she was Field Operations Administrator at JTH Tax from May 2018 to August 2023.

Rebecca Doe, Franchise Development Sales Manager. Ms. Doe has served as Franchise Development Sales Manager since September 2024. She previously served as Franchise Development Sales Coordinator from May 2023 to September 2024. She served as Franchise Sales and Operations Compliance Manager, and Operations Coordinator at ILOVEKICKBOXING from January 2022 to May 2023. From April 2018 to July 2020, she was the Operations Specialist Manager at Liberty.____

Clayton Clarkson, Franchise Development Sales Manager. Mr. Clarkson has served as Franchise Development Sales Manager since December 2024. He previously was Director of Franchise Development at Neighborly from April 2022 to December 2024, and Franchise Sales Representative at Neighborly from January 2021 to March 2022.

Ashley Acton, Franchise Development Sales Coordinator. Ms. Acton has served as Franchise Development Sales Coordinator since September 2024. She previously served as a Regional Support Coordinator in Operations from December 2017 to September 2024.

ITEM 3 LITIGATION

Lawsuits Against Us Right Now:

~~*State of New York Division of Human Rights v. JTH Tax, Inc.*, (Case No. 10122847) filed on or about January 17, 2008, in the State of New York Division of Human Rights (“NYDHR”). The NYDHR claims that we target communities of color and military families in marketing RALs, pay stub loans and holiday loans and seeks an injunction to stop these alleged practices. We intend to defend against these claims, but this matter is not active.~~

Franchisee Lawsuits from Last Year:

Lawsuits Against Former Franchisees Who Broke Their Contract:

~~*JTH Tax LLC d/b/a Liberty Tax Service v. Cline*, CL20-1467, Circuit Court for the City of Virginia Beach, Virginia. Complaint filed on February 13, 2020 alleging breach of non-compete, tortious interference, misappropriation of trade secrets and violation of Lanham Act. Motion for preliminary injunction against continued breaches of contract and violations of Lanham Act filed March 25, 2020 and granted as to continued use of trademarks and tortious interference. Defendant failed to meet discovery obligations. In response to our motion to compel discovery, the Court ordered Defendant to show cause why sanctions should not enter. After the hearing on this Order to Show Cause, the Court issued sanctions preventing Defendant from presenting evidence at trial. A new judge was assigned to the case in January 2025, and we anticipate a ruling on pending motions shortly.~~

~~*JTH Tax LLC d/b/a Liberty Tax Service v. Conner*, 1:21-cv-00178 *Temeyka Odessa Scott*, 3:25-CV-13908, U.S. District Court for the Northern District of Mississippi. Complaint South Carolina (filed on December 7, 2024) (2025). Action arising out of the termination of a franchise relationship, alleging claims for breach of non-compete, Lanham Act violations, the franchise agreement, tortious interference, misappropriation of trade secrets, conversion, unfair competition and unjust enrichment. Injunction against further breaches of contract and violation of statute as to all Defendants except for Larrita Conner entered. Hearing on motion for default judgment as to all Defendants except for Larrita Conner heard on May 14, 2024. The Court’s decision on motion for default and related claims based on the alleged unauthorized removal of business assets and records following termination. The matter is pending.~~

~~*JTH Tax LLC d/b/a Liberty Tax Service v. Cortorreal*, 2:23-cv-00355, U.S. District Court for the Eastern District of Virginia. Complaint filed in the U.S. District Court for the Northern District of Texas on February 17, 2023 alleging claims for *Charles C. Njoya*, Case No. CL25-3201, Virginia Beach Circuit Court, filed on June 9, 2025. The Complaint against former franchisee alleges breach of non-compete and failure to pay royalty fees. The matter was transferred to the Eastern District of Virginia in July 2023. Court dismissed Liberty’s claim for trade secret misappropriation on March 1, 2024. We filed an amended, breach of contract and note. Defendant filed an Answer to the eComplaint on March 18 July 23, 2024. Defendants moved for summary judgment on December Trial is scheduled for May 2, 2024. Defendants’ summary judgment motion is fully briefed as of January 17, 2025 and awaits the Court’s decision.~~

~~*JTH Tax LLC d/b/a Liberty Tax Service v. Xavier Curiel, et al.*, 5:22-cv-00027, U.S. District Court for the Southern District of Texas, Laredo Division. Complaint alleging breach of non-compete filed on April 12, 2022. Default entered in August 2022. In September 2023, the Court granted Liberty’s motion for entry of default, in part (pending further evidence of unpaid royalties) and motion for a permanent injunction against further breaches of Defendants’ post-termination obligations (including breach of the~~

~~non-compete in the Franchise Agreement at issue). We await the Court's decision on our motion for unpaid royalties and liquidated damages. We await the Court's decision on our motion for unpaid royalties and liquidated damages.~~

~~JTH Tax LLC d/b/a Liberty Tax Service v. Cybulski, 1:21-cv-04716-01234, U.S. District Court, Southern District of New York, Texas. Complaint filed on May 15, 2025, alleging breach of non-compete and trade secret theft filed March 15, 2022. Preliminary injunction against continued breach of non-compete and use of Liberty's trade secrets entered May 18, 2022. On December 5, 2024, judgment entered in favor of Liberty for a total amount of \$1.6 million and a permanent injunction against the Defendant's use of trade secrets and trademarks. franchise agreement and Lanham Act violations. Liberty's request for default judgment is pending.~~

Lawsuits to Collect Franchisee Debts Last Year:

JTH Tax LLC d/b/a Liberty Tax Service v. Javier Solis, Case No. GV25-22660, Virginia Beach General District Court filed on July 17, 2025. Liberty obtained a default judgment in the amount of \$25,000, \$80 in costs, \$1,945 in attorneys' fees, plus interest at 12%, on August 12, 2025. The parties agreed to a settlement and a settlement agreement in being circulated between counsel.

JTH Tax LLC d/b/a Liberty Tax Service v. Mark S. Williams and Pekajo Services, Inc., Case No. GV25-27930, Virginia Beach General District Court, filed on August 28, 2025. The parties agreed to a settlement and the case was dismissed on October 28, 2025.

Lawsuits That Are Finished:

~~JTH Tax LLC d/b/a Liberty Tax Service v. Patricia Daniels, et al., 4:20-cv-01683, U.S. District Court for the Southern District of Texas, Houston Division. Complaint alleging violation of non-compete and trade secret misappropriation filed May 13, 2020. Liberty also moved for a preliminary injunction against Defendants' further breaches of contract and trade secret misappropriation in May 2020. The Court granted Liberty's injunction and entered a preliminary injunction as requested in July 2020. The Clerk entered default against Defendant in August 2020. The Court issued a final judgment and terminated this matter in November 2020 ("Final Judgment"). In March 2022, Liberty learned that Defendant was in open violation of the Final Judgment and, accordingly, moved to reopen the case to seek sanctions against Defendant. Liberty's motion was granted in July 2022 and the Court ordered Daniels to show cause as to why contempt should not be entered against her for violating the final judgment. Liberty is pursuing its rights under the Anthony Focca, Platinum Ltd, Andrew Wolfe, Think Taxx Inc and David Biondi, 1:25-CV-01850, Eastern District of New York (filed April 3, 2025). Action alleging breach of the franchise agreement and violation of an existing injunction. The court entered a temporary restraining order in April 2025. The matter was resolved in December 2025 by settlement of \$125,000 and injunction on ve order. relief.~~

~~JTH Tax LLC d/b/a Liberty Tax Service v. Shannon Dillard, 8:22-cv-01677, U.S. District Court, District of Maryland. Complaint alleging breach of non-compete filed on July 7, 2022. Counterclaim for unfair competition, violation of franchise agreement and violation of Maryland Consumer Protection Act filed on August 2, 2022 and amended on October 14, 2022. Liberty's motion to dismiss the counterclaims is fully briefed and awaiting Court decision. The matter was stayed pending the resolution of Bankruptcy proceedings in Canada by Nextpoint Financial Inc. and the related Chapter 15 Bankruptcy filings by Nextpoint Financial Inc., in its capacity as the duly appointed foreign representative of JTH Tax LLC and other subsidiaries of Nextpoint in the Bankruptcy Court for the District of Delaware. Defendants dropped counterclaims when the bankruptcy matters closed. Liberty is pursuing its claims now that the bankruptcy matter has concluded.~~

~~JTH Tax LLC d/b/a Liberty Tax Service v. Stephen Gilbert~~, 8:22-cv-00625, U.S. District Court for the Middle District of Florida. Complaint alleging breach of non-compete filed on March 17, 2022. Defendant filed counterclaims for breach of contract, wrongful termination, fraud in the inducement, concealment, violation of the Florida Franchise Act, violation of the Florida Deceptive and Unfair Trade Practices Act, tortious interference and defamation. Motion to dismiss the Counterclaims is pending. Preliminary injunction entered against Defendant in August 2022. The matter is stayed pending the resolution of Bankruptcy proceedings in Canada by Nextpoint Financial Inc. and the related Chapter 15 Bankruptcy filings by Nextpoint Financial Inc., in its capacity as the duly appointed foreign representative of JTH Tax LLC and other subsidiaries of Nextpoint in the Bankruptcy Court for the District of Delaware.

~~JTH Tax LLC d/b/a Liberty Tax Service v. JasaniRoberson~~, Case No. 1:2425-cv-00699-02845, U.S. District Court for the ~~Middle~~Northern District of Georgia. ~~Complaint (filed May 21, 2025). Action~~ alleging breach of ~~non-compete, unlawful use of Liberty Tax Service trademarks and unlawful use and/or disclosure of trade secrets~~ filed on February 16, 2024. On JTH Tax LLC's motion, the Court ordered Defendants to transfer the lease and customer files for their former Liberty franchise location (where Defendants had been operating a competing tax preparation business in violation of their the franchise agreement, breach of post-termination non-competition obligations under the franchise agreement at issue), and to ~~cease offering tax preparation services within their non-compete zone, and trademark violations~~. The parties settled in August 2024 with the Defendant agreeing to pay Liberty this matter in December 2025 for \$35,000150,000.

~~JTH Tax LLC d/b/a Liberty Tax Service v. Edward Kukla, et al.~~, 2:22-cv-01542, U.S. District Court for the Eastern District of New York, Central Islip. Complaint alleging breach of non-compete and unlawful use of trade secrets filed on March 21, 2022. Injunction against further breaches of non-compete entered in Liberty's favor in May 2022. Default Judgment and contempt orders entered on December 13, 2022. The Second Circuit denied Defendants' appeal on February 28, 2024. Liberty moved to reinstate its motion for attorneys' fees and costs on March 12, 2024, and the Court granted the motion. Liberty awaits the Court's decision on its motion for fees and costs.

~~JTH Tax LLC d/b/a Liberty Tax Service v. Veronica Manzo~~, 24-cv-00505, U.S. District Court for the Eastern District of Virginia. Complaint alleging breach of non-compete and unlawful use of trade secrets filed on August 9, 2024. Default judgment and permanent injunction entered against the Defendant for \$165,000 on December 18, 2024. Liberty will submit its petition for attorneys' fees and costs in February 2025.

~~JTH Tax LLC d/b/a Liberty Tax Service v. Joseph Mathews~~, 2:22-cv-00247, U.S. District Court for the Eastern District of Virginia. Complaint alleging breach of non-compete filed on June 10, 2022. Preliminary injunction against further violations of the non-compete entered in December 2022. The matter was stayed pending the resolution of the bankruptcy proceedings involving Nextpoint Financial Inc. in Canada and the Bankruptcy Court for the District of Delaware. The bankruptcy stay was lifted in November 2024. The parties are engaged in discovery and trial is scheduled for August 2025.

~~JTH Tax LLC d/b/a Liberty Tax Service v. Michael Merit, et al.~~, 1:24-cv-683, U.S. District Court for the District of Colorado. Complaint filed on March 12, 2024 alleging breach of non-compete and failure to pay amounts due and owing to Liberty, conversion, violation of the Defend Trade Secrets Act of 2016, fraud, tortious interference and conspiracy to tortiously interfere. The Court granted Liberty's motion for preliminary injunction against continued breaches of contract and trade secret misappropriation on June 12, 2024. Liberty moved for default judgment on August 21, 2024. On January 28, 2025, the magistrate issued a decision recommending that the Court Grant the motion for default judgment.

~~JTH Tax LLC d/b/a Liberty Tax Service v. Morell~~, 8:24-cv-00237, U.S. District Court for the Middle District of Florida. Complaint alleging breach of non-compete, tortious interference with Liberty's franchise agreement with former franchisee and trade secret theft filed on January 25, 2024. Default entered against Defendants Michael Morrell, My Business Group LLC, My Services Florida LLC and K-Tax, LLC on March 15, 2018. The Court granted Liberty's motion for preliminary injunction to enjoin

~~Defendants, including Defendants who are not signatories to the franchise agreement, from continued unlawful acts on September 18, 2024. The Vulpis Defendants settled their claims for \$245,000, plus a two-year injunction against unlawful competition, in late January 2024. Liberty moved for default against the Morrell Defendants on January 21, 2025, seeking an approximately \$330,000 judgment. The matter is stayed until the Court renders a decision on Liberty's pending motion for default judgment. *JTH Tax LLC d/b/a Liberty Tax Service v. Page*, *JTH Tax LLC d/b/a Liberty Tax Service v. Page*, Adversary Case No. 1:24-01107-NHL, U.S. Bankruptcy Court for the Eastern District of New York. On February 9, 2024, Liberty filed a Complaint in the Middle District of Pennsylvania alleging breach of non-compete, tortious interference with Liberty's franchise agreement with former franchisees and trade-secret theft. The case was subsequently transferred to the Bankruptcy Court for the Eastern District of New York after the corporate defendants filed for bankruptcy. The case remains pending in the Bankruptcy Court.~~

~~*JTH Tax LLC d/b/a Liberty Tax Service v. Pirapakaran*, 2:24-cv-14071, U.S. District Court for the Southern District of Florida. Complaint alleging violation of non-compete and trade-secret misappropriation filed on March 8, 2024. The Court granted Liberty's motion for preliminary injunction against further breaches of non-compete and trade-secret misappropriation on May 21, 2024. The parties settled in January 2025, with Defendants agreeing to pay \$7,500 to Liberty.~~

~~*JTH Tax LLC d/b/a Liberty Tax Service v. Pocker*, CL19007307-00, Circuit Court for City of Virginia Beach. Complaint filed on December 27, 2019 alleging breach of non-compete and failure to pay amounts due and owing to Liberty. Liberty's preliminary injunction motion against further violations of franchise agreement and post-termination obligations heard on May 4, 2022 and taken under advisement. Default entered subsequently. The Court has not yet set a hearing on Liberty's motion for entry of final default judgment.~~

~~*JTH Tax LLC d/b/a Liberty Tax Service v. Luz Reyes, et al.*, 3:22-00394, U.S. District Court for the Western District of Texas. Complaint alleging breach of non-compete filed on October 31, 2022. Defendants filed their Answer to the Complaint on January 30, 2023. Defendants filed for bankruptcy in July 2024, and their bankruptcy was discharged in October 2024.~~

~~JTH Tax LLC d/b/a Liberty Tax Service v. Esmerelda Roldan, Lola Julius and Nwachuku Agwu, 4:23-cv-04302, U.S. District Court for the Southern District of Texas (Houston). Complaint filed on July 17, 2023 alleging breach of non-compete (against former franchisee Lola Julius), misappropriation of trade secrets and trademarks and tortious interference with Liberty's contracts with its former franchisee (against former franchisee's former employee). In November 2023, Defendants moved to dismiss the Complaint and transfer the matter to the Eastern District of Virginia. Defendants' motions to dismiss and transfer were denied in December 2023. Liberty moved for entry of default against Defendant Roldan on March 19, 2024. Roldan filed an Answer shortly after Liberty moved for default judgment. Discovery is ongoing.—~~

~~JTH Tax LLC d/b/a Liberty Tax Service v. Abdou Samb, Samb LLC Services d/b/a Samb Financial 3:24-cv-00102, U.S. District Court, Southern District of Ohio. Complaint filed on April 4, 2024 alleging claims for breach of non-compete, Lanham Act violations, and misappropriation of trade secrets. The Court granted a Temporary Restraining Order against the Defendants on April 10, 2024. Preliminary injunction prohibiting Defendants from violating the non-compete entered April 19, 2024. Liberty filed a motion for contempt sanctions on April 19, 2024, , and a hearing was held on September 24, 2024. The motion is pending awaiting the Court's decision.—~~

~~JTH Tax LLC d/b/a Liberty Tax Service v. Serbus, 4:21-cv-00022. Complaint filed on March 5, 2021 alleging breach of non-compete and misappropriation of trade secrets. Liberty filed a motion for preliminary injunction against further breaches of non-compete and misappropriation of trade secrets on March 12, 2021. Before Liberty's motion could be heard, Defendants agreed to stipulate to a consent injunction against further violations of the franchise agreement at issue and misappropriation of trade secrets. In May 2021, Defendants asserted Counterclaims against Liberty. Liberty moved to dismiss Defendants' Counterclaims in June 2021. The Court granted Liberty's motion to dismiss in part in July 2021. Liberty moved for summary judgment in March 2023. The matter was stayed pending the resolution of Bankruptcy proceedings in Canada by Nextpoint Financial Inc. and the related Chapter 15 Bankruptcy filings by Nextpoint Financial Inc., in its capacity as the duly appointed foreign representative of JTH Tax LLC and other subsidiaries of Nextpoint in the Bankruptcy Court for the District of Delaware. The bankruptcy stay was lifted in January 2025. Defendants are in the process of filing an amended Answer which will remove their now-dropped counterclaims against Liberty. The parties will file motions for summary judgment in May 2025.—~~

~~**Lawsuits to Collect Franchisee Debts Last Year:**~~

~~JTH Tax LLC d/b/a Liberty Tax Service v. Giselle Robinson, CL23-4959, Circuit Court for the City of Virginia Beach. This matter was filed on October 23, 2023. It remains pending. Default judgment was entered against the Defendant on October 4, 2024.—~~

~~JTH Tax LLC d/b/a Liberty Tax Service v. Harlon U. McCallister, CL23-4431, Circuit Court of the City of Virginia Beach. Complaint seeking unpaid royalties and outstanding accounts receivables filed on September 6, 2023. Liberty obtained a judgment in the amount of \$90,754.74, plus \$324 in costs, CL23-4959\$1,602 in attorneys' fees, and 12% interest on \$68,754.74 and 6% interest on \$22,000, on December 21, 2023.—~~

~~JTH Tax LLC d/b/a Liberty Tax Service v. Patrick C. Perez, CL23-5495, Circuit Court of the City of Virginia Beach. Complaint seeking unpaid royalties and outstanding accounts receivables filed on November 3, 2023. The parties reached a settlement and the matter was dismissed on March 7, 2024.—~~

~~**Lawsuits That Are Finished:**~~

~~Rene Labrado v. JTH Tax, Inc., BC 715076, Superior Court of California (LA). Putative class action complaint filed July 3, 2018 by a former employee alleging that we violated the California Labor Code by failing to pay overtime, meal period premiums, rest premiums and minimum wages; that we did not~~

timely pay final wages and wages; that wage statements were non-compliant; that we failed to keep records; and that we failed to reimburse business expenses in violation of California Business and Profession Code Section 17200. On May 24, 2021, the parties agreed to settle this matter in principle for \$1.2 million inclusive of fees and costs, plus a \$10,000 individual payment to Labrado and a \$75,000 payment to Pugh, plus broad and customary releases. On March 13, 2023, the Court granted preliminary approval of the settlement and set a hearing date for final approval of settlement for July 11, 2023, which was adjourned to September 8, 2023 and stayed based on bankruptcy filing. On December 11, 2023, the Bankruptcy Court entered an Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Approving the Sale of Substantially All of the Debtors' Interests Free and Clear of Liens, Claims, and Encumbrances, and (III) Granting Related Relief. Pursuant to that Order, all liability of the Liberty entities, including unsecured litigation claims, was vested into two residual companies under Canadian law. On January 26, 2024, the Canadian Court issued a wind down order, which was recognized by the Bankruptcy Court on February 15, 2024. This alleged liability was not assumed via the bankruptcy sales process. The Superior Court of California approved the class settlement on December 19, 2024 and dismissed the complaint on the same day. By joint stipulation so order by the Court dated December 19, 2024, the Parties, they agreed that based on the CCAA Proceeding the previous preliminary approval order dated March 13, 2023 is vacated; the condition certification of the class is vacated; and the matter is dismissed. In addition, the settlement administrator shall notify the putative class members by way of posting of a notice online, regarding the preliminary approval order and conditional certification being vacated, that Defendant filed bankruptcy, that the case was dismissed.

Gorilla Tax Services, Inc., et al. v. JTH Tax, LLC, d/b/a Liberty Tax Service et al. (Case No. 01-21-0017-9382). On November 2, 2021, Claimant initiated an arbitration before the American Arbitration Association alleging breach of an area developer agreement for failure to renew and violation of the Illinois Franchise Disclosure Act ("IFDA") and Wisconsin Franchise Disclosure Act ("WFDA"). Liberty denies the claims in full. On Liberty's motion to dismiss, the IFDA and WFDA claims were dismissed. The matter is stayed pending the resolution of Bankruptcy proceedings in Canada by Nextpoint Financial Inc. and the related Chapter 15 Bankruptcy filings by Nextpoint Financial Inc., in its capacity as the duly-appointed foreign representative of JTH Tax LLC and other subsidiaries of Nextpoint in the Bankruptcy Court for the District of Delaware. This matter was voluntarily dismissed on March 12, 2024. -

First Bank v. JTH Tax LLC, (Case No. 1:22-cv-07303) U.S. District Court for the Eastern District of New York (Brooklyn). Plaintiff filed a replevin action against Liberty in connection with one of Liberty's former franchisee's failure to make payments on a certain commercial loan she secured for the purpose of operating her former Liberty franchise. Plaintiff asserts that tax preparation fees charged by Liberty's former franchisee are collateral to which Plaintiff is entitled under the terms of the loan between Plaintiff and Liberty's former franchisee. Liberty moved to dismiss the Complaint in April 2023. Before Liberty's motion to dismiss was heard, the matter was stayed pending the resolution of Bankruptcy proceedings in Canada by Nextpoint Financial Inc. and the related Chapter 15 Bankruptcy filings by Nextpoint Financial Inc., in its capacity as the duly-appointed foreign representative of JTH Tax LLC and other subsidiaries of Nextpoint in the Bankruptcy Court for the District of Delaware. This matter was voluntarily dismissed on November 27, 2024.

Road King Development, Inc., et al. v. JTH Tax LLC and Franchise Group, Inc., 2:21-cv-00055-RAJ-LRL, U.S. District Court for the Eastern District of Virginia. Defendants filed a complaint on January 28, 2021 alleging breach of Defendant's area developer agreements-. Liberty successfully moved for summary judgment on Plaintiff's claims for failure to pay royalties and wrongful termination as to Plaintiff ZeeDee. The Court granted summary judgment in Plaintiff's favor on its claim for wrongful termination as to Road King. The matter is stayed pending the resolution of Bankruptcy proceedings in Canada by Nextpoint Financial Inc. and the related Chapter 15 Bankruptcy filings by

Nextpoint Financial Inc., in its capacity as the duly-appointed foreign representative of JTH Tax LLC and other subsidiaries of Nextpoint in the Bankruptcy Court for the District of Delaware. This matter was dismissed with prejudice on December 27, 2024.

~~*JTH Tax LLC d/b/a Liberty Tax Service v. Alexia Agnant, et al.*, 1:22-cv-02385, U.S. District Court for the Eastern District of New York. Complaint alleging breach of non-compete filed April 26, 2022. Defendant Alexis Agnant filed counterclaims for violation of N.Y. GBL § 680, fraud and unjust enrichment. This matter was dismissed on February 28, 2025.~~

Convergent Mobile, Inc. v. JTH Tax, Inc., 4:19-cv-06484, U.S. District Court for the Northern District of California. Lawsuit alleging wrongful termination of a vendor agreement and claiming millions in damages. Judgment in the amount of \$702,077, inclusive of prejudgment interest, was awarded in favor of Convergent in July 2021. Convergent's motion for retrial was denied.

District of Columbia v. JTH Tax, LLC, 2022 CA 004285, Superior Court of the District of Columbia. The DC Attorney General ("AG") filed a complaint against JTH Tax, LLC on September 21, 2022 asserting an alleged violation of the DC Consumer Protection Procedures Act. The AG alleges that Liberty's Cash-In-A-Flash promotion was deceptive and misleading as franchisees in the District allegedly increased their prices to offset the cost of the Cash-In-A-Flash promotion. The complaint seeks an unspecified money damages and injunctive relief. We dispute all the allegations of wrongdoing in the Complaint and intend to vigorously defend ourselves in this matter.

On October 17, 2022 JTH Tax removed the case to federal court of the District of Columbia and on October 24, 2022 filed a motion to dismiss, but the matter was remanded back to the Superior Court of the District of Columbia, and Liberty's motion to dismiss was stayed. On January 9, 2024, Liberty Tax entered into a settlement agreement with the AG, wherein we agreed to: pay \$550,000 for customers who participated in the cash-in-a-flash promotion between tax years 2014-2021; stop using the Cash-in-a-Flash promotion nationwide; and not create any similar incentive type program; provide the AG certain marketing data and information concerning incentive type marketing for five years; and pay \$200,000. [JTH Tax has made all payments.](#)

JTH Tax, Inc. and SiempreTax LLC v. Gregory Aime, Aime Consulting, LLC, Aime Consulting, Inc. and Wolf Ventures, Inc., We and SiempreTax+ LLC filed suit in the United States District Court for the Eastern District of Virginia against the defendants, former franchisees, on June 9, 2016, as amended on June 22, 2016, claiming the defendants breached the purchase and sale agreement (the "PSA") entered between the parties on January 21, 2016 and that the defendants had failed to comply with the post termination obligations of the franchise agreements (together with the PSA, the "Aime Agreements"). We and SiempreTax+ LLC sought damages in an amount equal to three times the defendants' earnings and profits, as well as injunctive relief to enforce the defendants to comply with the post termination obligations of the Aime Agreements, to be determined by the trier of fact. We and SiempreTax+ LLC specifically sought, in part, to enjoin the defendants from continued operation of a tax preparation business using our and SiempreTax+ LLC's protected trademarks, enforcement of the non-compete provision of the Aime Agreements, and an order that the defendants assign all of the leases related to the franchised businesses to us and SiempreTax+ LLC. On July 1, 2016, the Magistrate Judge issued a report and recommendation finding a likelihood of success on the merits and recommending entry of the requested temporary restraining order (the "TRO") in favor of We and SiempreTax+ LLC, which was adopted in part on August 3, 2016. On September 9, 2016, the defendants filed an answer and counterclaim against us and SiempreTax+ LLC, alleging breach of the PSA, breach of the implied covenant of good faith and fair dealing and fraud and seeking approximately \$2.4 million in damages, plus future loss profits, punitive damages and other expenses. After a three-day bench trial, on January 13, 2017, the court vacated the TRO, finding in favor of the defendants. On February 15, 2017, the court issued its written opinion and order granting the defendants' breach of contract and breach of the implied

covenant of good faith and fair dealing claims, denying our and SiempreTax+ LLC's claims against the defendants and finding certain post termination obligations to be unenforceable. Judgment was entered in favor of the defendants for approximately \$2.7 million. We and SiempreTax+ LLC filed an appeal of the judgment with the Fourth Circuit Court of Appeals.

On August 8, 2018, the Fourth Circuit Court of Appeals issued an unpublished opinion affirming in part, vacating in part, and remanding to the District Court with instructions via the opinion. The Court of Appeals affirmed the District Courts finding that we and SiempreTax+ LLC breached the PSA first, however, the Court of Appeals concluded the District Court erred as a matter of law when it determined that the defendants were entitled to lost profits based on the purported extension of the PSA buyback deadline. The Court of Appeals held the alleged extension was not supported by independent consideration and thus not enforceable. It remanded the case for the District Court to recalculate damages consistent with said opinion.

On August 22, 2018, the defendants filed a petition for rehearing of the Fourth Circuit's decision. On September 5, 2018 the Fourth Circuit issued an order denying the petition for rehearing. On September 13, 2018 the Fourth Circuit issued a mandate that the judgment of the Fourth Circuit entered August 8, 2018 takes effect as of the same date of said filing. The matter has now officially been sent back to the District Court to recalculate damages consistent with the Fourth Circuit's decision. The District Court entered an order on October 18, 2018 ordering Aime to provide the Court with a brief on damages within ten days of the entry of the Order and we and SiempreTax+ LLC have ten days to respond after the filing of the defendants' brief. The parties have filed their respective briefs and the Court held a hearing on damages on November 28, 2018. On November 29, 2018, the Court issued an order awarding Aime approximately \$0.3 million in damages.

Before the District Court on remand, the parties briefed the question of what damages remained in place after the Court of Appeals' ruling. On November 30, 2018, the District Court ruled that we and SiempreTax+ LLC remained liable to Aime for \$0.3 million in damages. The court also ordered return of our and SiempreTax+ LLC's appeal bond.

Aime filed a petition for certiorari in the United States Supreme Court on December 4, 2018. On January 7, 2019, the Supreme Court denied certiorari.

On December 28, 2018, Aime filed a motion for reconsideration of the District Court's November 30, 2018 Order. On January 11, 2019, we and SiempreTax+ LLC filed its opposition to Aime's motion for reconsideration. On January 17, 2019 Aime filed his reply memorandum in further support of his motion for reconsideration. The motion for reconsideration is fully briefed and pending before the court. On April 9, 2019, the Court entered judgment for an amount of \$253,246, however, Aime's motion for reconsideration is still pending. On April 12, 2019 Aime filed a motion to amend the judgment, to increase it by \$49,646. We and SiempreTax+ LLC filed our opposition papers to said motion on April 26, 2019. On May 2, 2019 Aime filed his rely brief. On June 13, 2019, the court held a hearing on the motion for reconsideration and motion to amend. The Court denied the motion for reconsideration, but granted the motion to amend and increased the amount of the judgment to include the \$49,466. The Court issued its opinion on June 25, 2019. JTH Tax filed a notice of appeal with the Fourth Circuit Court of Appeals on July 19, 2019. Aime filed his notice of cross-appeal on July 25, 2019. JTH Tax's filed its brief on October 7, 2019. Aime filed his brief on November 5, 2019. JTH Tax filed its reply brief on December 5, 2019 and Aime filed its reply on December 26, 2019. On January 4, 2021, the Fourth Circuit Court of Appeals rules in Liberty's favor reversing the District Court's decision on increasing the judgment based upon newly discovered evidence and the Court of Appeals also reversed the District Court's award of \$5,000.00 in nominal damages. The Court of Appeals denied Aime's cross-appeal. The matter was remanded to the District Court and the Parties subsequently resolved this matter for a

non-material amount (.09 million). A joint stipulation of dismissal with prejudice was filed on April 2, 2021 and the Court entered an Order on April 6, 2021 dismissing the case with prejudice.

Patrick Beland, individually and on behalf of all others similarly situated vs. Liberty Tax, Inc., Edward L. Brunot, John T. Hewitt, and Kathleen E. Donovan, filed in the United States District Court for the Eastern District of New York on December 15, 2017, case number 17 CV 7327. The Plaintiff filed a securities class action asserting violations of Section 10(b) of the Exchange Act and Rule 10b-5 against all defendants and a second count for violations of Section 20(a) of the Exchange Act against the individual defendants. According to the complaint, throughout the class period, LT Inc. allegedly issued materially false and misleading statements and/or failed to disclose that: (1) Hewitt created an inappropriate tone at the top; (2) the inappropriate tone at the top led to ineffective entity level controls over the organization; and (3) as a result, defendants' statements about the business, operations and prospects were materially false and misleading and/or lacked a reasonable basis at all relevant times.

These actions were consolidated with the caption In Re Liberty Tax, Inc. Securities Litigation, Case No. 27 CV 07327 and IBEW Local 98 Pension Fund was appointed the Lead Plaintiff (the "Lead Plaintiff"). On June 12, 2018, the Lead Plaintiff filed its Consolidated Amended Class Action Complaint, which removed Brunot as a defendant, and added additional securities claims based on Section 14(a) of the Exchange Act and Rules 14a-3 and 14a-9. The Consolidated Amended Class Action Complaint, among other things, asserts that LT Inc.'s SEC filings over a multi-year period failed to disclose the alleged misconduct of the individual defendants and that disclosure of the alleged misconduct caused LT Inc.'s stock price to drop and, thereby harm the purported class of shareholders. The Class Period is alleged to be October 1, 2013 through February 23, 2018. The defendants filed a joint motion to dismiss the Consolidated Amended Class Action Complaint on September 17, 2018. The Lead Plaintiff served their opposition on November 1, 2018 and the defendants filed their reply brief on November 27, 2018. A mediation took place on November 12, 2018 but did not result in a resolution. The motion to dismiss was granted on January 17, 2020 and the Plaintiff filed a notice of appeal to the United States Court of Appeals for the Second Circuit on February 19, 2020. The United States Court of Appeals for the Second Circuit affirmed the U.S. District Court for the Eastern District of New York's order on October 21, 2020.

Rose Mauro, individually and on behalf of all others similarly situated v. Liberty Tax, Inc., Edward L. Brunot, John T. Hewitt, and Kathleen E. Donovan, filed in the United States District Court for the Eastern District of New York on January 12, 2018, Case No. 18 CV 245. The Plaintiff filed a securities class action asserting violations of Section 10(b) of the Exchange Act and Rule 10b-5 against all defendants and a second count for violations of Section 20(a) of the Exchange Act against the individual defendants. According to the complaint, throughout the class period, LT Inc. allegedly issued materially false and misleading statements and/or failed to disclose that: (1) Hewitt created an inappropriate tone at the top; (2) the inappropriate tone at the top led to ineffective entity level controls over the organization; and (3) as a result, defendants' statements about the operations and prospects were materially false and misleading and/or lacked a reasonable basis at all relevant times. On November 27, 2018 Liberty filed a motion to dismiss. The Court granted Liberty's motion to dismiss on January 17, 2020 and entered judgment in favor of Liberty on January 21, 2020. Plaintiffs filed a notice of appeal on February 19, 2020. The United States Court of Appeals for the Second Circuit affirmed the U.S. District Court for the Eastern District of New York's order on October 21, 2020.

United States of America v. Franchise Group Intermediate L I, LLC, d/b/a Liberty Tax Service, (Case No. 2:19-cv-653) filed on or about December 3, 2019 in the United States District Court for the Eastern District of Virginia. The Department of Justice ("DOJ") alleges that JTH Tax failed to maintain adequate controls over tax returns prepared by its franchisees, and failed to take steps to prevent the filing of potentially false or fraudulent returns prepared by its franchises, despite having the capability to do so

and despite notice of fraud at some of its franchisee stores. Also, on December 3, 2019, the DOJ and FGI L1 filed a joint motion asking the court to approve a proposed order setting forth certain enhancements to the Liberty Tax Service compliance program, and requiring FGI L1 to retain an independent monitor to oversee the implementation of the required enhancements to the compliance program. The monitor will work with the Liberty Tax Service compliance team and may make recommendations for further refinements to improve the tax compliance program in the United States. As part of the proposed order, FGI L1 also agreed that it would not rehire or otherwise engage FGI's former chairman, John T. Hewitt, under whose supervision the conduct at issue occurred. FGI further agreed not to grant Mr. Hewitt any options or other rights to acquire equity in FGI, or to nominate him to the Company's board of directors. On December 20, 2019, the Court granted the joint motion and the motion to seal, which fully resolved the legal proceeding initiated by DOJ.

In addition, FGI and JTH, entered into a closing agreement resolving the previously disclosed investigation by the IRS with respect to the tax return preparation activities of the FGI's franchise operations and company-owned stores in the United States. Pursuant to that agreement, FGI and JTH, agreed to make a compliance payment to the IRS in the amount of USD\$3 million, to be paid in installments over four years, starting with an upfront payment of USD\$1 million, followed by a USD \$500,000 payment on each anniversary thereof.

On January 9, 2023, Liberty Tax and the DOJ agreed to a stipulation to the Order, dated December 3, 2019, for Liberty Tax to provide a supplemental report to the Final Annual Monitorship Report. Specifically, Liberty Tax will submit tax filing and compliance information for the 2023 season (i.e., from January 1, 2023, through April 18, 2023) to an external auditor agreed upon by both parties. Further, Liberty Tax agreed to expand the scope of its compliance monitoring systems designed to detect and deter fraudulent federal tax returns filed with Schedule C forms reporting the profit or loss from sole proprietorship businesses. The terms of this stipulation ~~are~~were only applicable to the 2023 tax filing season.

JTH Tax, Inc. d/b/a Liberty Tax Service, et al. v. Freedom Tax, Inc., et al., 3:19-cv-85-~~RGJ~~URG, JU.S. District Court for the Western District of Kentucky. On February 1, 2019, we filed a complaint against Freedom Tax and Adisa Selimovic alleging federal trademark infringement, false designation and misrepresentation of origin, Federal trademark dilution, and misappropriation of trade secrets, tortious interference, unjust enrichment, and unfair competition. Selimovic asserted counterclaims against us for alleged tortious interference with contractual relations as it relates to Freedom Tax's contract with Republic Bank for offering tax time financial products. JTH Tax denied the allegations and moved to dismiss them. Selimovic also asserted third-party complaint against Republic Bank based upon alleged breach of contract, which Republic Bank moved to dismiss. This matter was settled in November 2019 with Liberty purchasing all locations from Selimovic and Selimovic agreeing to help in the transition of the business via an independent contractor agreement.

Asbestos Workers' Philadelphia Pension Fund, derivatively on behalf of Liberty Tax, Inc., v. John Hewitt, Defendant, and Liberty Tax, Inc., Nominal Defendant, Case No. 2017-0883, filed in the Court of Chancery of the State of Delaware on December 12, 2017. The Plaintiff alleges that LT Inc.'s former CEO, John T. Hewitt ("Hewitt"), breached his fiduciary duties as an officer based upon certain allegations of misconduct on his part. The Plaintiff also alleges breach of fiduciary duty against Hewitt in his capacity as a director of LT Inc. The Complaint seeks compensatory damages and attorney's² fees. No claim or relief is asserted against LT Inc., which is named solely as a Nominal Defendant.

Erie County Employees Retirement System, derivatively on behalf of Liberty Tax, Inc., v. John T. Hewitt, Defendant, and Liberty Tax, Inc., Nominal Defendant, Case No. 2017-0914, brought a second derivative suit filed in the Court of Chancery of the State of Delaware on December 22, 2017. The Plaintiff also

alleges that Hewitt breached his fiduciary duties as an officer based upon certain allegations of misconduct on his part. The Plaintiff also alleges breach of fiduciary duty against Hewitt in his capacity as a director of LT Inc.. The Complaint seeks to enjoin Hewitt from managing LT Inc.'s business operations, and seeks compensatory damages and attorney's fees.

On December 27, 2017, the two above-referenced shareholder matters were consolidated into the case with the caption *In Re: Liberty Tax, Inc. Stockholder Litigation, C.A. No. 2017-0883* (the "Delaware Action"). On April 17, 2018, the Plaintiffs filed an amended complaint (the "Amended Complaint"). The Amended Complaint added former directors, Gordon D'Angelo, Ellen McDowell, Nicole Ossenfort, and John Seal, with Hewitt as individual defendants (the "Individual Defendants") and asserted class action allegations. The Plaintiffs seek (i) a declaration that the Individual Defendants have breached LT Inc.'s Nominating Committee Charter (now the Nominating & Corporate Governance Committee Charter); (ii) a declaration that the Individual Defendants have breached their fiduciary duties; (iii) an award to the Plaintiffs and the Class in the amount of damages sustained as a result of the Individual Defendants' breaches; (iv) certification of the action as a class action; (v) an award to LT Inc. in the amount of damages sustained as a result of the Individual Defendants' breaches of their fiduciary duties; (vi) a grant of further appropriate equitable relief to remedy the Individual Defendants' breaches, including injunctive relief; (vii) an award to the Plaintiffs of the costs and disbursements of this action, including reasonable attorneys' fees, accountants' and experts' fees, costs and expenses; and (viii) such further relief as the Court deems just and proper. LT Inc. has answered the Amended Complaint and discovery is underway. The Individual Directors have filed a notice of motion to dismiss. No briefing schedule has been set on the motion. A mediation took place on November 12, 2018 but did not result in a resolution.

On January 25, 2019, the Company along with the named Individual Defendants entered into a Memorandum of Understanding (the "MOU") with the Plaintiffs, regarding settlement of the Delaware Action which will result in certain enhancements to the Company's code of conduct and training of employees, and disclosure of The Nasdaq Global Select Market's ("Nasdaq") appeal ruling delisting the Company's common stock from Nasdaq. The Plaintiffs have agreed that the settlement, which is subject to the execution of a definitive settlement agreement and court approval, will include a dismissal of the lawsuits with prejudice and a release of all claims against the Company and the Individual Defendants asserted in the Delaware Action and the Virginia Action. If the parties to the MOU execute a stipulation of settlement, a hearing will be held at which the Delaware Court of Chancery will consider the fairness, reasonableness and adequacy of the settlement. In connection with the settlement, the Company will negotiate in good faith the amount of reasonable legal fees and expenses of the Plaintiffs' counsel which will ultimately be paid by the Company and/or its insurance carrier. No agreement has been reached on the amount of the fees and expenses, which is subject to court approval. On March 15, 2019, the parties entered into a stipulation of settlement. On March 26, 2019, the Delaware Court of Chancery entered a scheduling order. Under the Order the Company provided the required notice of the proposed settlement and provided the date and time of the hearing, which took place on June 28, 2019. On June 7, 2019, the Plaintiffs in the Delaware Matter filed their opening brief in support of final approval of settlement and for award of attorney's fees and expenses. On June 18, 2019, the Company filed a brief in support of the settlement and in opposition to the Plaintiffs' application for award of attorneys' fees and expenses. The Court held a hearing on June 26, 2019 and awarded the Plaintiffs \$1.4 million in fees, one million less than their request. This matter is now resolved.

RSL Senior Partners LLC, derivatively and on behalf of Liberty Tax, Inc. v. Edward L. Brunot, John T. Hewitt, Kathleen E. Donovan, Gordon D'Angelo, John Garel, Thomas Herskovits, Robert M. Howard, Ross N. Longfield, Steven Ibbotson, Ellen M. McDowell, Nicole Ossenfort, George Robson and John Seal (Individual Defendants) and Liberty Tax, Inc. (Nominal Defendant), Case No. 18 cv 127, filed on March 7, 2018 in the United States District Court for the Eastern District of Virginia (the "Virginia Action"). This purported shareholder derivative action was filed on behalf of LT Inc. seeking to address

the alleged wrongs of LT Inc.'s directors and officers. The Complaint, which contains allegations that are substantially similar to the allegations in the Delaware Action, claims that certain conduct created an inappropriate tone at the top, resulting in the loss of key executives, employees, directors and otherwise harmed LT Inc.. The Complaint asserts claims under Section 14(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), Section 10(b) and Rule 10b-5 and Section 20(a) of the Exchange Act, breach of fiduciary duty, unjust enrichment, abuse of control, gross mismanagement, and waste of corporate assets. The Complaint seeks the following relief: (a) declaring that the Plaintiff may maintain this action on behalf of LT Inc., and that the Plaintiff is an adequate representative of LT Inc.; (b) declaring that the Individual Defendants have breached and/or aided and abetted the breach of their fiduciary duties to LT Inc.; (c) determining and awarding to LT Inc. the damages sustained by it as a result of the violations set forth above from each of the Individual Defendants, jointly and severally, together with pre-judgment and post-judgment interest thereon; (d) directing LT Inc. and the Individual Defendants to take all necessary actions to reform and improve its corporate governance and internal procedures to comply with applicable laws and to protect LT Inc. and its shareholders from a repeat of the damaging events (e) awarding LT Inc. restitution from Individual Defendants; and (f) awarding the Plaintiff the costs and disbursements of the action, including reasonable attorneys' and experts' fees, costs, and expenses. No claim or relief is asserted against LT Inc., which is named solely as a Nominal Defendant.

On July 30, 2018, various motions were filed: (i) Defendants Hewitt, McDowell, Ossenfort and Seal collectively moved to dismiss the Complaint; (ii) Defendants Garel, Herskovits, Howard, Ibbotson, Longfield, and Robson collectively moved to dismiss the Complaint; (iii) Defendants Brunot and Donovan collectively moved to dismiss the Complaint; (iv) LT Inc. moved to stay the action pending resolution of parallel state (Delaware) and/or federal (New York) proceedings (in which the Individual Defendants joined). Briefing on the motions is complete.

The Delaware and Virginia Actions are in the process of being settled. On January 25, 2019, LT Inc. along with the named Individual Defendants entered into a Memorandum of Understanding (the "MOU") with the Plaintiffs, regarding settlement of the Delaware Action which will result in certain enhancements to LT Inc.'s code of conduct and training of employees, and disclosure of Nasdaq's appeal ruling delisting LT Inc.'s common stock from Nasdaq which is furnished as Exhibit 99.1 herein. The Plaintiffs have agreed that the settlement, which is subject to the execution of a definitive settlement agreement and court approval, will include a dismissal of the lawsuits with prejudice and a release of all claims against LT Inc. and the Individual Defendants asserted in the Delaware Action and the Virginia Action. If the parties to the MOU execute a stipulation of settlement, a hearing will be held at which the Delaware Court of Chancery will consider the fairness, reasonableness and adequacy of the settlement. In connection with the settlement, LT Inc. will negotiate in good faith the amount of reasonable legal fees and expenses of the Plaintiffs' counsel which will ultimately be paid by LT Inc. and/or its insurance carrier. No agreement has been reached on the amount of the fees and expenses, which is subject to court approval.

On March 15, 2019, the parties entered into a stipulation of settlement. On March 26, 2019, the Delaware Court of Chancery entered a scheduling order. Under the Order LT Inc. provided the required notice of the proposed settlement and provided the date and time of the hearing, which is scheduled for June 28, 2019.

On June 7, 2019, the Plaintiffs in the Delaware Matter filed their opening brief in support of final approval of settlement and for award of attorney's fees and expenses. On June 18, 2019 LT Inc. filed a brief in support of the settlement and in opposition to Plaintiffs' Application for award of attorneys' fees and expenses.

The parties to the Virginia Action have also agreed that all claims in the Virginia Action have been settled and that the parties will seek to stay the Virginia Action pending the settlement proceedings in Delaware. The parties to the Virginia Action have agreed to dismiss the Virginia Action with prejudice within five business days of the settlement of the Delaware Action becoming final. LT Inc. has agreed that it (and/or its insurance carrier) will pay \$295,000 in fees and expenses to Plaintiffs' counsel in the Virginia Action in connection with settlement of the Virginia Action. The parties to the Virginia Action provided a joint status update to the Virginia court on February 27, 2019. On March 15, 2019, the parties filed a joint motion to stay the action. By an Order dated March 15, 2019, the Court granted the motion to stay the case for 90 days. On May 3, 2019, the Court entered an order setting schedule, including the date for the fee approval and approved notice to shareholders. The Order set a fairness hearing for the Virginia Settlement for September 11, 2019. On September 11, 2019, the Court conducted a hearing for approval of the settlement and for attorney's fees. On September 12, 2019, the Court found the shareholder notice to be adequate and in compliance with the requirements of rule 23.1(c). The Court also found that the terms of the settlement fairly, adequately, and properly resolve all the claims made in the Virginia litigation. The Plaintiffs were awarded attorney's fees and expenses in the amount of \$295,000. The case was then dismissed with prejudice.

Christopher Haynes v. JTH Tax, Inc., Case No. 17 cv 144, filed on March 21, 2017 in the United States District Court for the Eastern District of Virginia. Chris Haynes, a former Liberty franchisee and area developer, brings claims for breach of contract, breach of good faith and fair dealing, tortious interference with prospective business relationships and fraudulent tax filing related to his allegations that Liberty wrongfully terminated him instead of approving potential buyers for his territories, withheld certain sums owed to him and provided him with an incorrect 1099. We filed a motion to dismiss on May 9, 2017. On December 4, 2017, the Court granted our motion to dismiss with prejudice. The defendant filed a motion for reconsideration which was denied. Plaintiff has appealed this matter to the Fourth Circuit Court of Appeals. This matter (and a similar matter involving Ann Fuller detailed below) was settled on November 5, 2018 with Liberty paying \$7,500 in total to the plaintiffs in exchange for a release, and the Appeal has been withdrawn.

Christopher Haynes v. JTH Tax, Inc. and Ann Fuller, Case No. 2017-CP-40-02666, filed on February 14, 2018 in the Court of Common Pleas for the State of South Carolina, County of Richland. Chris Haynes, a former franchisee seeks declaratory judgment that he is the sole owner of real property located in Tennessee. This dispute centers around whether another former Liberty franchisee, Defendant Ann Fuller, has any legal interest in the property. Plaintiff also alleges a claim for intentional interference with prospective contractual relations and unfair trade practices surrounding the real property and his ability to sell the property. A motion to dismiss was filed. On December 3, 2018, the Court granted Liberty Tax's motion to dismiss. This matter (and a similar matter involving Haynes detailed above) was settled on November 5, 2018 with Liberty paying \$7,500 in total to the plaintiffs in exchange for a release, and the Appeal has been withdrawn.

Broward Psychology P. A. v. JTH Tax, Inc., Case No. 18 CV 60412, filed on February 26, 2018 in the United States District Court for the Southern District of Florida. Plaintiff filed this class action against us and alleges that a single unsolicited fax was sent to his business offering tax preparation services in violation of the TCPA Junk Fax statute. This fax was allegedly sent by a former franchisee in 2014. Plaintiff seeks statutory damages, attorneys' fees, and an injunction. By Order dated August 21, 2018, the Court denied our motion to dismiss. A mediation was held on September 20, 2018 and the case was settled.

Kirke Franz Szawronski and Ana Szawronski v. JTH Tax, Inc., d/b/a Liberty Tax Service, Case No CL17-4515, filed in the Virginia Beach Circuit Court on September 21, 2017. Plaintiffs allege that Liberty breached the purchase and sale agreement related to the acquisition of the plaintiffs' business by

improperly calculating his remaining payments owed. They bring claims for breach of contract, actual fraud and constructive fraud. They seek compensatory and punitive damages, plus attorney's fees and costs. Motions to dismiss, craving over and to consolidate this case with the two related cases listed below were filed in October 2017. Liberty filed a motion to dismiss this claim, but before being heard this matter (and two other matters involving Szawronski) settled on November 19, 2018 with Liberty agreeing to pay plaintiff \$50,000 in exchange for a release.

Kirke Franz Szawronski v. JTH Tax, Inc., d/b/a Liberty Tax Service, Liberty Tax, Inc., d/b/a Siempre Tax and John Hewitt, Case No CL17-4170, filed in the Virginia Beach Circuit Court on September 5, 2017. Plaintiff is a former employee and has filed a lawsuit claiming that we breached our employment agreement with Plaintiff by failing to pay 6-months' severance. Plaintiff also asserts a claim for defamation. We have filed a motion to dismiss. Liberty filed a motion to dismiss this claim, but before being heard this matter (and two other matters involving Szawronski) settled on November 19, 2018 with Liberty agreeing to pay plaintiff \$50,000 in exchange for a release.

JTH Tax, Inc. and SiempreTax+ LLC v. Gavinsky Conseillant, Stanley Ferol and Gavin Sky, Inc., Case No. 2:16-cv-00474, filed on August 2, 2016 in the U.S. District Court for the Eastern District of Virginia. We filed suit against this former franchisee seeking injunctive and other relief related to post-termination competition. The defendants filed a counterclaim against Liberty and SiempreTax+ on September 23, 2016 alleging fraud, breach of contract, tortious interference, franchise law violations and wrongful termination. An agreed temporary injunction was entered on November 1, 2016. Liberty and SiempreTax+ filed a motion to dismiss, which was argued on July 10, 2017. Following the hearing, the Court entered an Order granting the motion to dismiss in part related to the franchise law and fraud claims and denying it in part. This matter settled in June 2018 with Defendants agreeing to comply with their post termination obligations and us agreeing to pay the Defendants \$50,000.

[The People of the State of California v. JTH Tax, Inc., Employees Plus Inc. and Does 1-150, \(Case No.CCGC-07-560770\) filed on February 26, 2007, in the Superior Court of California, City and County of San Francisco. The State alleged that in prior tax seasons we marketed loans by blurring the distinction between loans and refunds, giving misleading refund time frames and other deception; targeting earned income credit \("EIC"\) clients without telling them they can get their money paid in the advance EIC instead of in refunds or loans; improperly failed to treat the ERC as a loan of tax preparation fees in violation of TILA; used cross collection in violation of state and federal debt collection laws and the California Legal Remedies Act \("CLRA"\); used tax return information for debt collection and the sale of bank products without obtaining a separate consent; and facilitated loans without registering as a Credit Services Organization \("CSO"\). The State sought civil penalties and restitution of at least \\$6,000,000, costs, and a permanent injunction. Trial was held in October 2008.](#)

[In June 2009, the Court entered a ruling finding in favor of the State on certain of the advertising claims, on the TILA claim that ERCs are loans and on cross collections being a violation of the FDCPA and CLRA, and held us vicariously liable for certain false franchisee advertising. The Court ruled in our favor on the State's CSO violation claims that we failed to use proper separate consents, took improper contingency fees in violation of IRS rules, and on certain advertising claims. The Court awarded the State civil penalties of \\$1,161,699 and restitution of \\$135,886 to customers who had authorized cross collections. The Court further entered a permanent injunction governing Liberty's advertising practices, supervision of franchisee advertising, offering ERCs without disclosing them as loans, and offering cross-collection without up-front notice to the consumer about their debt. Part of the injunction requires us to turn over to the Attorney General any improper California franchise ads that we discover, and requires the franchisee to pay a \\$15,000 fine, and requires us to terminate the franchise agreement upon the third such ad. We filed a notice of appeal in 2009, but on January 17, 2013, the Court of Appeals](#)

issued an opinion upholding the trial court's judgment on all issues. We filed a petition for review with the Supreme Court of California on the TILA issue, but the court declined to take the case for review.

In January 2024, the California Attorney General sought an order to show cause alleging violations of a prior injunction and requested certain modifications to that injunction. The matter was resolved in May 2024 by stipulation, pursuant to which the court entered an amended injunction and Liberty agreed to pay \$150,000, which has been paid in full. This matter is now resolved.

In Re: Liberty Refund Anticipation Loan Litigation, (Case No. 1:12-cv-02949) filed April 16, 2012, in the U.S. District Court for the Northern District of Illinois. The Judicial Panel on Multidistrict Litigation (MDL No. 2334) consolidated and transferred to this Court the following cases for pretrial proceedings: *Pamela Patterson, on behalf of herself and others similarly situated v. JTH Tax, Inc.* (Case No. 0:11-cv-62472-WJZ) in the U.S. District Court for the Southern District of Florida; *Timothy Rowden, on behalf of himself and others similarly situated v. JTH Tax, Inc.* (Case No. 0:11-cv-62472-WJZ) in the U.S. District Court for the Northern District of Illinois; *Charles Madubuike, George Washington, Jr. and Margaret Washington, individually and on behalf of all others similarly situated v. JTH Tax, Inc.* (CV 11-09580) in the U.S. District Court for the Central District of California; *Zaneta Houston and Daphne Shorter, on behalf of themselves and all others similarly situated v. JTH Tax, Inc.* (Case No. 4:11-cv-858-JMM) in the U.S. District Court for the Eastern District of Arkansas; *Keonna M. Brown, on behalf of herself and all others similarly situated v. JTH Tax, Inc.* (Case No. 1:12-cv-00061-WMN) in the U.S. District Court for the District of Maryland; *Shamira Jones and William Reynolds, individually and on behalf of all others similarly situated v. JTH Tax, Inc.* (Case No. 1:12-cv-00020) in the U.S. District Court for the Middle District of North Carolina; *Douglas Glover, on behalf of himself and all others similarly situated v. JTH Tax, Inc.* (Case No. 1:12-cv-50) in the U.S. District Court for the Middle District of North Carolina; *Terrance R. Patterson, on behalf of himself and all others similarly situated v. JTH Tax, Inc.* (Case No. 2:12-cv-00184-NJ) in the U.S. District Court for the Eastern District of Wisconsin; *Ronald Topping, Kevin and Yolanda Goodwin, individually and on behalf of all others similarly situated v. JTH Tax, Inc.* (Case No. 1:12-cv-03640-HB) in the U.S. District Court for the Southern District of New York; and *Heather L. Reyes, on behalf of herself and all others similarly situated et al. v. JTH Holding, Inc., and its affiliate and subsidiary JTH Tax, Inc. d/b/a Liberty Tax Service, Delaware Corporations* (Case No. 0:12-cv-01309-RHK-AJB) in the U.S. District Court for the District of Minnesota. The plaintiffs were former Liberty Tax preparation customers in the United States. On June 22, 2012, the plaintiffs filed a single consolidated amended complaint encompassing the claims of all plaintiffs in the above listed cases. The plaintiffs brought claims on behalf of themselves and all natural persons residing in the United States who between December 2, 2006 - January 3, 2009 (depending on the state and purported class) received a Santa Barbara Bank & Trust ("SBBT") or a Republic Bank & Trust Company ("Republic") RAL, ERC or Electronic Refund Deposit ("ERD") (also depending on the state and purported class) that was facilitated by us. Depending on the state and purported class, the plaintiffs alleged we violated various state RAL and consumer protection laws by facilitating RALs, ERCs, or ERDs and by failing to: accurately calculate interest rates and abide by the written disclosure requirements as required by the Truth in Lending Act ("TILA"); certain fees (ranging from \$29.95 to \$32.95 depending on the state and product) as part of the finance charge calculation; provide any disclosure of the interest rate for ERCs or ERDs and Tax Refund Administration Fees (in some states); and provide specific disclosures required by the applicable state RAL laws (in some states). The plaintiffs further alleged that a handling fee charged by SBBT violated California's usury laws, and that this violation also violated Cal. Bus. & Prof. Code §17200, *et seq.* In some states, the plaintiffs claimed the violations of TILA alleged above also constituted violations of certain state consumer protection statutes. In some states, the plaintiffs alleged that we violated the RAL and consumer protection laws of those states by receiving a portion of the finance charge or other loan fees for Republic RALs, ERCs, or ERDs that we allegedly facilitated in these states. In Minnesota, the plaintiffs alleged that we violated the Minnesota Unfair Trade Practice Act and the Minnesota Uniform Deceptive Trade

Practices Act by including mandatory arbitration clauses in the Republic RAL, ERC, or ERD facilitation agreements with Liberty clients in Minnesota, and by failing to provide the specific disclosures required by the Minnesota RAL laws regarding mandatory arbitration clauses in those agreements.

The plaintiffs sought statutory damages, litigation costs and attorneys' fees under state RAL laws and consumer protection statutes. The plaintiffs further sought disgorgement, compensatory damages, interest on damages and injunctive relief. We denied the allegations against us. On February 22, 2014, the plaintiffs moved for class certification and we requested that the Court stay consideration of Plaintiff's motion pending any ruling on the motion to compel arbitration filed by us. On February 25, 2014, the Court denied the Plaintiff's motion without prejudice. On July 23, 2014, the Court granted our motion to compel arbitration in part and denied the motion in part. We appealed to the United States District Court of Appeal for the 7th Circuit on August 21, 2014. Following mediation in the 7th Circuit Court of Appeals Settlement Conference Program, the parties entered into a settlement agreement in June 2015 pursuant to which we will establish a settlement fund of \$5.3 million, inclusive of settlement administration costs and plaintiffs' counsel fees. On July 17, 2015, the District Court accepted conditional remand of the case to effectuate the parties' settlement agreement. On September 3, 2015, the District Court entered an Order Preliminarily Approving Class Action Settlement Agreement and Conditionally Certifying the Settlement Class. The final fairness hearing was conducted on January 7, 2016, wherein the Court granted the Motion for Final Approval of Class Action Settlement. On January 8, 2016, the Court entered the final judgment in the case. On January 19, 2016, the 7th Circuit Court of Appeals entered an order dismissing the appeal.

~~*Wells-Lipton et al. v. JTH Tax, Inc.*, (Case No. 2:15-cv-01944) filed March 16, 2015, in the United States District Court, Central District of California, Western Division. The plaintiff brought claims from March 2011 to the present on behalf of himself and all others that alleged that they received automatic telephone calls in violation of the Telephone Customer Protection Act ("TCPA") and sought to certify a sub-class of individuals who received text messages after revoking their consent. The plaintiff alleged to have received text messages during 2014 and 2015 which were completed using an automatic telephone dialing system or device without consent and in violation of the TCPA. The plaintiff sought \$500 per violation and up to \$1,500 for each violation if the conduct was proven willful. The plaintiff also sought an injunction prohibiting any future violation of the TCPA, a declaration that the defendant violated the TCPA and any other relief the Court found just and proper. On May 8, 2015, we filed our answer and affirmative defenses. On September 28, 2015, the Court entered an Order dismissing the case against us without prejudice.~~

~~*Nicholas Martin v. JTH Tax, Inc. d/b/a Liberty Tax Service*, (Case No. 1:13cv6923) filed on September 25, 2013 in the U.S. District Court for the Northern District of Illinois Eastern Division. The plaintiff brought claims from September 2009 to the present on behalf of himself and all others that received automatic telephone calls in violation of the Telephone Customer Protection Act ("TCPA"). The plaintiff alleged to have received three calls during 2013 which were completed using an automatic telephone dialing system or device in violation of the TCPA. The plaintiff sought \$500 per violation and up to \$1,500 for each violation if the conduct is proven willful. The plaintiff also sought an injunction prohibiting any future violation of the TCPA, a declaration that the defendant violated the TCPA, and any other relief the Court finds just and proper. The parties reached a settlement for \$3 million dollars on April 15, 2015 and the Court entered the Final Settlement Order on September 24, 2015.~~

~~*The People of the State of California v. JTH Tax, Inc., Employees Plus Inc. and Does 1-150*, (Case No. CCGC-07-560770) filed on February 26, 2007, in the Superior Court of California, City and County of San Francisco. The State alleged that in prior tax seasons we marketed loans by blurring the distinction between loans and refunds, giving misleading refund time frames and other deception; targeting earned income credit ("EIC") clients without telling them they can get their money paid in the~~

~~advance EIC instead of in refunds or loans; improperly failed to treat the ERC as a loan of tax preparation fees in violation of TILA; used cross collection in violation of state and federal debt collection laws and the California Legal Remedies Act (“CLRA”); used tax return information for debt collection and the sale of bank products without obtaining a separate consent; and facilitated loans without registering as a Credit Services Organization (“CSO”). The State sought civil penalties and restitution of at least \$6,000,000, costs, and a permanent injunction. Trial was held in October 2008.~~

~~In June 2009, the Court entered a ruling finding in favor of the State on certain of the advertising claims, on the TILA claim that ERCs are loans and on cross collections being a violation of the FDCPA and CLRA, and held us vicariously liable for certain false franchisee advertising. The Court ruled in our favor on the State’s CSO violation claims that we failed to use proper separate consents, took improper contingency fees in violation of IRS rules, and on certain advertising claims. The Court awarded the State civil penalties of \$1,161,699 and restitution of \$135,886 to customers who had authorized cross collections. The Court further entered a permanent injunction governing Liberty’s advertising practices, supervision of franchisee advertising, offering ERCs without disclosing them as loans, and offering cross collection without up front notice to the consumer about their debt. Part of the injunction requires us to turn over to the Attorney General any improper California franchise ads that we discover, and requires the franchisee to pay a \$15,000 fine, and requires us to terminate the franchise agreement upon the third such ad. We filed a notice of appeal in 2009, but on January 17, 2013, the Court of Appeals issued an opinion upholding the trial court’s judgment on all issues. We filed a petition for review with the Supreme Court of California on the TILA issue, but the court declined to take the case for review.~~

Commonwealth of Virginia ex. rel. State Corporation Commission v. JTH Tax, Inc., (Case No. SEC-2008-00087). We received a letter dated September 17, 2008 from the Virginia State Corporation Commission (“SCC”) which claimed that our previous non-disclosure of Commonwealth of Virginia ex. rel. State Corporation Commission v. JTH Tax, Inc., (Case No. SEC-2008-00024) (“prior matter”) in our Franchise Disclosure Document, which is now disclosed below, constituted a violation of the Virginia Retail Franchising Act (“Act”) and regulations thereunder. We denied that such non-disclosure was a violation of law as the settlement was not of an “action.” The SCC demanded that we admit to the allegations against us, mail a copy of the Commission’s Order in the prior matter to all franchisees, present as well as those who left for any reason within thirty days of the date of the Order settling the prior matter, pay monetary penalties of \$50,000 and agree not to violate the Act in the future. In December 2008, we settled this matter whereby we agreed to pay a \$10,000 penalty, mail a copy of the Settlement Order of the prior matter to all franchisees who purchased a Liberty Tax Service franchise in Virginia between March 5 and September 29, 2008, amend our disclosure document by January 15, 2009 to disclose this settlement, and not violate the Act in the future.

Commonwealth of Virginia ex. rel. State Corporation Commission v. JTH Tax, Inc., (Case No. SEC-2008-00024). Based on an investigation conducted by the Division of Securities and Retail Franchising of the Virginia State Corporation Commission, the Commonwealth alleged that we violated the Virginia Retail Franchise Act (the “Act”) of the Code of Virginia with respect to certain dealings that we had with a former Richmond, Virginia area franchisee. To resolve the matter, we entered into a Settlement Order in March 2008 wherein we agreed to pay \$4,000 costs of investigation and not violate the Act in the future.

Other than the ~~54~~³² actions above, no other actions are required to be disclosed in this item.

ITEM 4 BANKRUPTCY

In re NextPoint Financial, Inc., et al., United States Bankruptcy Court for the District of Delaware, Case No. 23-10983 (TMH) filed July 26, 2023. On July 26, 2023, our former parent, Canadian-based NextPoint Financial Inc., in its capacity as the duly-appointed foreign representative of us and certain of our US based affiliates, filed a petition for relief under chapter 15 of title 11 of the US Bankruptcy Code (the “US Case”). The US bankruptcy filing was preceded by our former parent filing for debtor relief in Canada from the Supreme Court of British Columbia under the Companies' Creditors Arrangement Act R.S.C. 1985, c. C-36, as amended *In The Matter of A Plan Of Compromise and Arrangement of NextPoint Financial, Inc. and Those Parties Listed On Schedule “A” Petitioners*, Vancouver Registry No. S-235288 filed July 25, 2023 (the “Canadian Case”). By order made in the Canadian Case on October 31, 2023 (and as recognized by in the US Case on December 11, 2023), the sale of all of our Liberty Tax assets free and clear of all unassumed liabilities was approved, and on January 2, 2024 the sale of our Liberty Tax assets to certain lenders associated with our current parent closed. See Item 1. On January 26, 2024, the Canadian court issued an order setting out the mechanism by which the residual companies and the remaining entities of our former parent will be wound down, either through a bankruptcy in Canada or a wind-down process in the United States. Certain of our current management team, including Scott Terrell CEO, ~~Nick Evans CFO~~, and William Harvey CLO, were principal officers of us and/or our former parent when these two bankruptcy cases were filed.

Other than these 2 matters, no bankruptcy is required to be disclosed in this item.

ITEM 5 INITIAL FEES

Initial Franchise Fees for a Single Franchise Agreement:

The initial franchise fee for a single territory Liberty Tax office is \$25,000. See Items 1 and Item 12 for descriptions of the size of a standard market territory and a small market territory.

Except as otherwise specified, if you choose to pursue this franchise opportunity, you must submit ~~a~~ \$10,000 as a deposit after you have held this disclosure document for at least 14 calendar days. If you receive financing, you may be required to attend additional training prior to closing. We will refund to you the initial franchise fee deposit if we do not approve your application or if you do not pass our Initial Owners Training (“IOT”), as defined in Section 11, in accordance with our passing standards provided that you return to us all materials which we distributed to you during training. Except as specifically described above, the initial franchise fee is fully earned and nonrefundable when both you and we execute the franchise agreement between us.

Adjusted Franchise Fee for a Single Franchise Agreement:

In certain instances, the initial franchise fee may be less depending on a variety of factors. For example, we have, on occasion, participated in programs where our franchises were awarded without an initial franchise fee. All additional terms, fees and costs as described herein continue to apply to such programs unless otherwise specified. During our last fiscal year, we sold some franchises for less than \$25,000~~—~~. From time to time we offer existing and/or new franchisees special, limited time incentive programs which may provide for reduced franchise fees or special financing. These special, limited-time incentive programs are subject to change from time to time, and may be offered in connection with third parties that will dictate terms and conditions. These may include adjusted payment programs for existing

business owners that wish to operate a Liberty location, adjusted payment terms to a specified number of qualified individuals through programs offered in cooperation with certain organizations and expansion offerings for existing franchisees to purchase an additional territory for a reduced purchase price or for certain financing terms. Additionally, we currently have the following programs which offer reduced initial franchise fees:

Single Franchise Agreement Territories containing existing Liberty Tax offices:

Territories with existing operations (“Developed Territories”) typically cost more. In general, the price is 105% of the prior tax season’s annual Net Fees (Gross Receipts, as defined in the table below, less discounts and sales tax) of the territory. The price may vary, and we base it upon a variety of factors, including but not limited to, net revenue, owner involvement, length of time in business, any furniture, fixtures, equipment and supplies that are transferring with the purchase and other pertinent market conditions. When you purchase a Developed Territory, the Franchise Fee is included in the purchase price and is not a separate fee.

If you purchase an existing office, you must sign both the franchise agreement and a purchase and sale agreement. See Exhibit E, which contains the templates of a purchase and sale agreement for the sale of territories from us (“Liberty Tax Sells”) and for the sale of a territory from an existing franchisee that you or the seller may elect to use (“Franchisee Sells”).

From time to time we offer existing franchisees and employees special limited-time incentive programs to purchase existing company stores for a lower multiple and/or with favorable financing terms. For these programs, the lease generally must be placed in the name of the purchaser at closing.

During the last fiscal year, we sold single franchises ranging from \$0 (related to our existing company store purchase program) to ~~\$40,000~~ \$25,000.00.

ITEM 6 OTHER FEES*

Fee	Amount	Due Date	Remarks
Royalties	14% of Gross Receipts subject to the following minimums: First year- No minimum royalties Second year- minimum \$5,000 Third year - minimum \$8,000 Fourth and fifth year – minimum \$11,000	Royalties are due on 5th day of month with any balance owed to achieve minimum royalty due May 5th for the twelve months ending April 30th.	The term “Gross Receipts” means all revenue from all tax services and products offered by the franchised business (including, but not limited to, revenue from individual, corporate, estate and partnership tax returns) after approved deductions for customer discounts/refunds, send a friends. See exclusion from Gross Receipts for pre-existing tax clients.

Fee	Amount	Due Date	Remarks
Advertising	5% of Gross Receipts	5th day of month	See definition of “Gross Receipts” above.
Exclusion of Pre-Existing Tax Clients**	\$5 per client	Upon closing of franchise purchase, and thereafter annually	You may pay to us a fee of \$5 per client in your existing tax practice and as a result exclude future tax preparation fees of these clients from Gross Receipts. This \$5 per client fee may be charged as often as annually.
Interest	12%	After amounts are owed that are more than fifteen days past due	
Transfer Fee (Franchise Agreement)	\$5,000 per territory	Upon transfer of business.	
Commission Fee	10% of the sales price, subject to a minimum of \$5,000	At time of sale of your business.	If you elect to ask our assistance to sell your franchise and we find a buyer, you must pay us this fee per territory sold.
Customer Refunds, Penalty & Interest, Unpaid Send a Friends	The amount of tax preparation fee, Financial Product fees, misdelivered check amount, penalty and interest, or unpaid Send a Friend or E-Send a Friend.	Upon receipt of invoice.	If you do not resolve a customer complaint, fail to pay penalty and interest on an erroneous return, deliver a check to the wrong customer, or do not pay a Send a Friend or E-Send a Friend, we may issue a refund of fees paid by the customer, pay to the customer the penalty and interest, reimburse the customer for the misdelivered check or pay the Send a Friend, and bill you. You agree to pay the charges.

Fee	Amount	Due Date	Remarks
Sales or Gross Receipts Tax	If required by the state or locality in which your Territory is located, the initial franchise fee, royalties, and advertising fees will be subject to sales or gross receipts tax.	Due at the same time and in the same manner as franchise fees, royalties, and advertising fees to us.	
Transmitter, Electronic Filing, Handling or Software Fee	\$25.00 per Easy Advance for each approved loan. In California, \$39.95 handling fee for each Refund Transfer.	Due when the product is funded by the provider.	We reserve the right to impose a fee charged to you or customers related to Financial Products, electronic filing of tax returns or the provision of software and, if charged to customers, may rebate a portion of the fee to you. We may vary the amount of the fee and may change its name.
Set-Off	The amount you owe us for unbilled royalties or other amounts, which amount for the royalty can be in amount of 14% of Gross Receipts and advertising fee of 5% of Gross Receipts owed to Liberty from the Gross Receipts, plus an additional 25% for liquidated damages for your misconduct.	Collected as incurred through ACH	Our right to Set-Off shall include, but is not limited to, your use of an unauthorized EFIN or software to transmit returns to the IRS outside of the Liberty System to avoid paying royalties and advertising fees on said returns.
Holdover Fee	An additional 2% of Gross Receipts on top of the standard Royalties	Monthly if you are holding over under an expired Franchise Agreement.	This fee is payable if you do not timely sign our then current form of Franchise Agreement in connection with a renewal and are still operating the Franchised Business after the term has expired.
Liquidated Damages for Premature Closure during Holdover Period	An amount equal to the Royalties you paid to us (or should have paid to us) in the six months prior to closing the Franchised Business	On demand	This fee is payable if during a Holdover Period you close the Franchised Business without providing the required written notice.
Assessment Related to Under-statement of	The costs of the review and interest of 12% per	Billed on the 15th of the month following the	If you under-report Gross Receipts to us by

Fee	Amount	Due Date	Remarks
Revenues and Failure to Comply	annum on the understated amount.	assessment.	more than 2% or we review your operations as a result of your failure to maintain or provide records to us, or if you fail to attend, coordinate or permit us to conduct our review (in our determination), you must pay to us the full cost of the review and interest of 12% per annum.
Sublease Fee	Up to \$1000.	Upon signing.	Pursuant to the terms outlined in your sublease if you decide to sublease office space from us.
Attorneys' Fees and Costs	An amount equal to our costs and expenses.	As incurred, and on demand.	You must reimburse us for all expenses reasonably incurred (including attorneys' fees and costs): (i) to enforce the terms of your Franchise Agreement, other agreements with us or on any other obligation owed to us (whether or not we initiate legal proceeding, unless we don't substantially prevail in such court or formal legal proceeding); and (ii) in the defense of any claim you assert against us on which we substantially prevail in court or other formal legal proceedings.

*Except where otherwise specified, we impose all the fees in Table 6, you pay them to us, and we do not refund them. All fees due to us may be billed directly to your accounts and notes receivable balance with us.

** Preexisting Tax Clients. You may be eligible to grandfather preexisting tax clients (clients you served prior to signing the Franchise Agreement) into the Franchised Business under the terms of a separate stipulation to the Franchise Agreement (Exhibit B-1 to the Franchise Agreement), subject to mutual agreement between Liberty and you and execution of the signed stipulation. Applicable fees for grandfathering preexisting clients shall be as set forth in Item 5. Eligibility for grandfathering will be evaluated by Liberty on a case-by-case basis, based on factors determined at our sole discretion, including but not limited to client compliance with franchise standards and territorial considerations. Not all preexisting clients will qualify, and Liberty's decision regarding eligibility is final and not subject to appeal. You will submit a list of proposed preexisting clients for evaluation, along with any

required documentation as specified by Liberty. Grandfathered clients, if approved, must conform to the franchise system's operational and branding standards.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR A SINGLE FRANCHISE

	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee	\$25,000 (Note 1)	\$25,000 (Note 1)	Check	Upon signing of franchise agreement	Us
Initial Advertising	\$2,500 (Note 2)	\$5,000 (Note 2)	Check/Charge	Before and after opening	Us, Third-party Vendors & Marketers
Travel and Living Expenses While Training	\$1,000 (Note 3)	\$2,500	Check/Charge	Before opening	Third-party Vendors
Equipment & Furniture	\$7,500 (Note 4)	\$15,000	Check/Charge	Before opening	Third-party Vendors
Signs	\$2,500 (Note 4)	\$5,000	Check/Charge	Before opening	Third-party vendors
Rent	\$3,000 (Note 5)	\$6,000	Check	Monthly	Landlord
Payroll	\$5,000 (Note 6)	\$7,000	Check	Bi-weekly	Employees
Insurance	\$200 (Note 7)	\$400	Check	Before opening	Insurance Agent/Company
Additional Funds – 3 months	\$3,000 (Note 8)	\$4,500	Check/Charge	As incurred	Suppliers, Utilities, etc.
TOTAL FOR A SINGLE FRANCHISE AGREEMENT	~~\$49,970~~49,700	\$71,400	(Does not include royalties, advertising fees or interest expense)		

* See Notes following the next chart.

*Notes:

**The initial franchise fee is refundable only upon the conditions described in Item 5 above. Otherwise, none of the expenses described in this chart are refundable. All fees are uniformly imposed unless otherwise noted in the chart or below.

Note 1: The initial franchise fee for a single territory Liberty Tax office is \$25,000. Please see Item 5 for more detail of the separate pricing that may apply. We may in limited circumstances finance a portion of the initial franchise fee. The interest rate for all financing is typically 12%, and an origination fee of 1%

is generally applicable. Financing must typically be repaid over four to five years through four to five annual payments. See Item 10.

Note 2: You are not required to spend any specific amount of money on any initial advertising for the opening of your Liberty office, but most franchisees will spend about \$5,000 on initial advertising -- there is no requirement and initial advertising is not uniformly imposed. You will also begin paying us 5% of your Gross Receipts for advertising fees once you are open for business.

Note 3: Travel and living expenses will vary significantly depending upon whether you live in the local area and are local to a Liberty office offering Hands on Training (“HOT”), or whether you must drive a distance, fly, rent a car, or incur lodging expenses. The cost of air travel varies considerably based upon time of year, city of origination, how far in advance you purchase your ticket, and other factors. Travel costs associated with HOT and IOT will vary. Low figures are for a local commuter with only meals and minimal travel expenses. We base the high figure upon flying to training, lodging at a mid-grade motel in Dallas, Texas, a compact rental car and \$500 of expenses to attend HOT, though your cost may be less. We also strongly encourage you to come to a one to two-day open house seminar, typically in Dallas but sometimes offered elsewhere, as part of the process through which you and we consider if this franchise is right for you. The travel and lodging costs of any open house seminar are not included in the above figures.

Note 4: Standard office equipment and furniture, such as computers, desks and signs, are necessary to operate the franchised business. We base this estimate on you leasing furniture and purchasing computers for an office with two tax preparers.

Note 5: A typical office is 1,000 to 1,200 square feet. Rent varies depending upon office size, location and market conditions in your area. If you make renovations, repairs or improvements to the property, you will incur additional expense which is not included in the above dollar amounts.

Note 6: Wage rates vary by market areas. In California, Maryland, and Oregon, your payroll will likely be significantly higher due to state laws applicable to tax preparers.

Note 7: The amount for insurance does not include the cost to procure insurance for other services and products outside of tax preparation.

Note 8: Additional funds for the Franchise Agreement are to pay government fees, miscellaneous supplies, utility costs, security deposits, internet access, professional expenses and other items during the time period before you commence operations and the three-month period after you commence operations. We base this estimate upon the experience of our management in the tax industry.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase or lease certain goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the franchised business either from us, from our affiliates, from suppliers approved by us or our affiliates, or under our specifications, as described below.

1. Required Purchases from Us and our Affiliates.

Software. You must use the computer software that we provide or recommend. See Exhibit D-2.

Financial Products. If we negotiate an arrangement with a third-party provider for the provision of Financial Products, you must use this provider to provide Financial Products to your customers. If we enter into arrangements with more than one provider, we select which offices will use each provider. The term “Financial Products” refers to refund-based loan programs and/or a means for customers to obtain a refund using electronic deposit services that Liberty, or a company associated with Liberty, may offer to you. Financial Products include EAs and RTs as explained further below. These products allow a customer to receive a loan or tax refund more quickly through use of electronic filing of a tax return. Typically, Financial Product customers also elect to pay for tax preparation and other fees out of the loan or refund, rather than at the time of tax preparation.

Easy Advance (“EA”). An Easy Advance RAL (which is also known as a Refund Anticipation Loan) is a loan to a tax customer for a portion of their expected tax refund, less fees, which the customer typically receives within one or two days of electronic filing of the tax return. A customer must qualify for an EA under the lender’s underwriting criteria.

Refund Transfer (“RT”). An RT is the customer’s actual tax refund, net of fees, which according to IRS data, the customer typically receives in less than 21 days of electronic filing of the tax return. During the ~~2020,~~ 2021, 2022, 2023 ~~and,~~ 2024 and 2025 calendar year tax seasons, the IRS did not begin issuing refunds for Earned Income Tax Credit (EITC) and Additional Child Tax Credit (ACTC) related tax returns until February 15th or later.

During calendar year 2024⁵ tax season, we had arrangements with JTH Financial to provide Financial Products for our offices. If we provide you the opportunity to offer Financial Products, you must sign a separate agreement with the provider and agree to abide by the provider’s rules. See agreements attached at Exhibit D-1. If your loan default rate is unacceptably high, based upon the levels experienced at the time by other offices and the provider, or if we or the provider determine that your participation in the program creates other regulatory or compliance issues, the provider or we may discontinue allowing you to offer loans or other Financial Products.

Other Products and Services. If we negotiate an arrangement with a third-party provider or affiliate for the provision of other products and services, such as identity theft protection, credit restoration services, insurance services, mortgage loan originator services, you may offer these services to your customers. We may require you to use our sole or preferred provider to provide such products and services to your customers as applicable. If we enter into arrangements with more than one provider, we select which offices will use each provider.

Electronic Filing. If we provide or recommend a source for electronically filing tax returns, you must utilize this source. You must receive a valid EFIN from the IRS to take advantage of electronic filing. You must provide us with satisfactory documentation, in our determination, showing that you have a valid EFIN prior to closing.

Prepaid card and demand deposit accounts (“Debit Card”). If we provide or recommend a source for Debit Cards onto which to load tax refunds, RTs, or RALs, you must use this source if you wish to offer Debit Cards and may not use any other source. At present, we have an arrangement with NetSpend Corporation to provide a Debit Card program. To participate in this program, you may be required to enter into a Franchisee Card Program Agreement with Netspend. See Exhibit D-6.

Although we do not currently have such an arrangement, we may, in the future, require that you use a specific provider or platform for credit card processing.

2. Our Approval Required.

We and/or its Affiliates must approve certain products, services and supplies you use in your franchised business, as follows:

Products and Services. For the duration of your franchise, you are restricted from offering products or services through this franchise other than the franchise services, unless you receive our prior written consent.

Site. You must lease or use retail office space sufficient to operate the franchise. We must approve the location of your site prior to your signing any leases or operating from a site. You are required to attempt to include a provision in any lease for an approved location that the lessor consents to assignment of the lease to Liberty with the right to sublease at Liberty's option. Provided that we approve the location of your site, you may lease from any landlord that you determine to be appropriate. You are required to provide Liberty a copy of your lease for each approved location within seven days of execution.

Signs. You must display an exterior lighted sign as approved by Liberty at each of your offices. You can purchase a sign from any vendor, but we must pre-approve the sign. We may recommend an approved supplier of signs, but you do not have to purchase signs from this supplier.

Advertising and Marketing. You must use the Liberty trade names, service marks and trademarks ("Marks") as we develop them. At this time, our Marks include "Liberty Tax Service," "Liberty Tax," and "Liberty Income Tax." You must obtain our written consent before using our Marks in any way and before using any marketing or promotional material. You cannot use any marks that could be confused with our Marks. If we replace, add to or modify our Marks, you agree to update or replace your signs, supplies, etc. to reflect the new marks, at your expense. We must approve all advertising and marketing materials before you use these materials. You may purchase these materials from any vendor. You may not use the word "JTH," "LTS," "Liberty," "Fusion," "Siempre," "SiempreTax," "SiempreTax+," "Dona Libertad," "Liberty Tax & Loans," "Liberty Tax Debt Resolution," "Liberty Tax Resolution," "Liberty Tax Credit Repair," and "Liberty Credit Repair," or the name, or any portion of the name of our affiliate companies, as any part of the name of a corporation, LLC or other entity (except as your "doing business as" name for an entity that owns this franchise, sometimes also called your "assumed name," "trading as" name, or "fictitious name," and then only in the manner we specify in our Liberty Tax Operations Manual ("Manual or Operations Manual") or as may be agreed between you and our affiliate company in a separate franchise agreement for that company), nor may you have a website for your Liberty business.

Domain Names. You are not allowed to have an independent website, or utilize mobile applications or other digital marketing, but we provide to you a unique URL through our website that, at present, can include two photos and 3,000 characters of text. You must submit both the photos and text to us and we have the right to approve or disapprove the proposed content.

3. Our Specifications.

We and/or its Affiliates will provide you specifications for certain products, services and supplies you may use in your franchised business, as follows:

Equipment. You must obtain and maintain a computer system that meets our specifications. All tax return preparation and processing computers must be purchased from our approved vendor and meet our specifications. All other computer equipment may be purchased from any vendor, but must meet our specifications. Specifications may include a particular brand. We may update the specifications from time to time. When the specifications are updated, you must either update or upgrade the computer

systems, at your sole cost, to meet the updated requirements. Specifications will not be updated during a tax season except upon an emergency, as determined by us. See Item 11 for more details. You agree to maintain such computer systems in compliance with industry standards regarding information security and make any necessary updates to ensure that information is secure, including, but not limited to, encryption.

Furniture. You must purchase or obtain furniture. You may obtain furniture from any source provided that it complies with the specifications set forth in the Operations Manual. We may recommend an approved supplier of furniture, but you do not have to purchase furniture from this supplier.

Supplies. You must purchase office supplies, including those items listed as required in the Operations Manual. You may purchase these supplies from any vendor. However, if the supplies use our Marks, you must send us a picture or other suitable visual illustration and we will contact you with approval, needed changes, or disapproval within approximately one to five business days. We may recommend an approved supplier of supplies, but you do not have to purchase supplies from this supplier.

Insurance. In addition to purchasing insurance as required by your state laws, you must obtain the insurance specified by us in the Manual. Currently, you must obtain comprehensive general liability in the amount of at least \$1,000,000 per office, as well as worker's compensation insurance as required by your state law. You must also obtain professional liability/errors and omissions insurance that may be required by any stipulation you enter into to provide other products and services. You may purchase insurance from any vendor. You must name us as an additional insured on these policies. These specifications may be updated from time to time.

Telephone listings, advertisements and internet directory programs. If we designate a required service provider, you must purchase your telephone listings, advertisements and internet directory programs through that provider. As of the date of this Franchise Disclosure Document, you are not required to purchase a white or yellow pages listing, but may purchase one through our approved vendor.

4. Our Approval Process

We and/or our Affiliates will require approval for alternative suppliers, products, services and supplies you may desire to use in your franchised business.

Additional suppliers may be approved if they apply for such status in writing to us and satisfy us that they are capable of meeting our specifications, criteria, quality standards and standards of reliability.

We maintain general, non-specific criteria for the approval of suppliers which are applied in the discretion of our purchasing department. These include the proposed supplier having the following: a reputation of satisfactory business experience and reliability; sound financial condition; clean and adequate production facilities and equipment; adequate production capacity and expansion capability; ability to meet our specifications; and price competitiveness. Any supplier of products seeking to gain status as a Liberty supplier must also demonstrate a willingness to follow any and all guidelines which we promulgate and must, at a minimum, meet all health and safety standards set forth by applicable governing agencies. Our criteria for supplier approval are available to franchisees in the Operations Manual, and our intranet, Liberty Resource Center, detail the specifications and approval process for products and services that require our approval.

For example, we base site approval upon the location meeting certain criteria required for our offices including, but not limited to, visibility and customer access. We generally approve signs and marketing materials if the use of our trademarks and logos is accurate, and if the materials are in compliance with

legal requirements. The specifications required for computer equipment depend upon the needs of technology to support existing software and processes. We may establish supply and furniture specifications to obtain consistency in franchise services. We do not have a supplier approval or disapproval process because you are free to use any supplier for equipment, supplies and furniture, except your processing computer and all ~~work~~workstations, as described below.

To become a Liberty supplier, the usual method is for the supplier to notify us of its desire to become a Liberty supplier. We then provide to such supplier the required specifications of the product(s) or service(s) which said supplier seeks to supply. Upon the submission of a financially competitive price quotation by the supplier, we authorize the supplier to produce a sample. Following a positive testing by us, we may conduct a plant inspection, investigating among other things the supplier's practices regarding sanitation, general manufacturing and distribution. Upon successful completion of such inspection, we customarily elect to test the adequacy of such items at Liberty offices chosen by us. Successful results and findings may result in the said supplier being approved as a Liberty supplier. We give written notification of either acceptance or rejection to any supplier seeking to become a Liberty supplier. A sponsoring franchisee of such a proposed supplier would receive a copy of such notice. The time period for receiving notice will vary based on our investigations and the results thereof. We reserve the right to seek reimbursement from you or the supplier for our reasonable cost of inspection and the actual cost of testing a potential new product or service.

Periodically, we may conduct investigations of a supplier's items, premises and performance in order to ensure that the quality of the item and the supplier's service is continuing to meet our standards. If such investigation finds the item quality, manufacturing practices or supplier's service to be inadequate, we give a supplier notification in writing of its revocation of status as a Liberty supplier. Franchisees receive written notification of any such revocation of status.

Pre-approved materials for the current tax season are available for download through Marketing Central on Liberty Resource Center, through suppliers, and through Fusion, and cannot be altered except by the Liberty Marketing Department. Any marketing and promotional materials other than those Liberty has pre-approved and allowed for download on Marketing Central either through the Liberty Resource Center, our suppliers, and/or Fusion, must be submitted for prior written approval before use to Liberty through the Liberty Resource Center. Any unapproved materials must be submitted for approval via Support Central with the necessary contact and material details. This policy applies to all marketing across various media, including print, digital, outdoor signage, and in-office displays.

We generally negotiate purchase arrangements with outside suppliers so you may purchase pre-approved marketing material, furniture, equipment and supplies that meet our specifications and offer possible volume discounts.

5. Our and Our Affiliate-Provided Products and Services.

We and/or our Affiliates are approved suppliers for certain products, services and supplies you may use in your franchised business:

Financial Products and Electronic Filing. If we provide or recommend a source for Financial Products and/or electronic filing, you must use the recommended source. Our affiliate, JTH Financial, is currently an approved supplier of financial products.

Office Lease. Under certain circumstances, we may offer to you to sublease or assign office space to you, but you are not obligated to lease space from us, our affiliates, or any designated lessor.

Processing and Tax Preparation Computers. You must purchase your processing and tax return preparation computers from our approved vendor.

Software. We, or our designated third party, are the only approved supplier of computer software for tax return preparation, electronic filing and the provision of Financial Products.

Officer Interests. No officers currently own a direct interest in us or any approved supplier.

6. Strategic Alliances.

As noted in Item 1, we have developed a strategic relationship with affiliate Community Tax that provides you the opportunity to refer clients to Community Tax for the provision of tax debt resolution and other tax-related services and receive a referral fee.

In addition to Community Tax we have the following strategic alliance:

On July 2, 2021, Xero, Inc. (“Xero”) and JTH Tax entered into a Xero Business Plan whereby JTH Tax selected Xero as the preferred cloud accounting software for its new small business offering. Xero and JTH Tax entered into a new Xero Business Plan effective December 27, 2023. JTH Tax has integrated Xero’s cloud accounting software platform to expand its services and launch a service for small business that includes monthly bookkeeping, payroll services and advisory services. Franchisees may participate in the Xero Partner Program to receive discounts or certain prices on Xero’s services and potential access to co-marketing funds. To participate in the Xero alliance, franchisees must sign a Stipulation for Bookkeeping, Payroll & Advisory Services in the form attached as Stipulation B-4 to the Franchise Agreement.

We reserve the right to enter into new strategic alliances with affiliates or unaffiliated vendors in the future, and require you to enter into a Stipulation to your Franchise Agreement to participate in the offerings that may arise for franchisees from such strategic alliances.

7. Revenue Derived from Products, Services

We and/or our Affiliates have contracted with a supplier that provides volume discounts, rebates and/or other cash payments to us based on volume purchases of supplies, products or services used by our affiliated-owned offices and franchised offices. We anticipate that some or all of such discounts, rebates, or other cash payments received by us will be retained by us, but we may also use such payments for advertising purposes. We reserve the right to receive revenue from the sale of other items to you by third parties. We do not offer you any material benefits based on your purchase of particular goods or services or use of particular approved vendors.

During our last fiscal year, we and our affiliates received \$0 from franchisee purchases of training materials, which is 0% of our total revenue of ~~\$88,586,000~~ \$88,038,000 during such fiscal year.

We have not arranged any purchasing cooperatives for our franchisees.

We do not provide material benefits to franchisees based on their use of a particular supplier.

8. Percentage of Total Purchases

You must purchase or lease virtually all goods and services necessary to establish and operate your franchised business from us or our designees, from suppliers approved by us, or in accordance with our

specifications. We estimate that required purchases and leases from us will be approximately 20% of the total purchases and leases that you will make while establishing and operating your franchised business.

9. Cooperatives

At this time, we do not have any purchasing or distribution cooperatives.

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.

Franchisee's Obligations	Section In Franchise Agreement	Item in Disclosure document
a. Site selection and acquisition/lease	5, 6	8
b. Pre-opening purchases/leases	5, 6	8
c. Site development and other pre-opening requirements	5, 6	8, 11
d. Initial and ongoing training	5, 6	11, Exhibits D-1 and D-6
e. Opening	6	11
f. Fees	4, 7; Schedules B-1, B-4	5, 6, 12; Exhibits D-1, D-3 & E
g. Compliance with standards and policies/Manual	6, 7;	8, 11, Exhibits D-1 and D-6
h. Trademarks and proprietary information	6, 9, 12	8, 13, 14, 16, Exhibits D-1, D-3, D-5, D-6, D-7, and I
i. Restrictions on products/services offered	5, 6	8, 11, 16, Exhibits D-1, D-3 and D-7
j. Warranty and customer service requirements	4, 6	6, Exhibits D-1 and D-6
k. Territorial development and sales quotas	6	12, 15
l. Ongoing product/service purchases	5, 6	8
m. Maintenance, appearance & remodeling requirements	6	
n. Insurance	6; Schedules B-3 and B-4	8, Exhibits D-3 and D-6
o. Advertising	5, 6	8, 11, 12, Ex. D-6
p. Indemnification	13, 27	15, Exhibits D-1, D-2, D-3, D-6 and D-7
q. Owner's participation/management/staffing	6, 7	15
r. Records and reports	4, 7	Exhibits D-1 and D-6
s. Inspections and Audits	4, 7	Exhibits D-1 and D-6
t. Transfer	15	17, Exhibits D-3 and D-4

Franchisee's Obligations	Section In Franchise Agreement	Item in Disclosure document
u. Renewal	2	11, 17, Exhibit D-4
v. Post-termination obligations	9, 10, 12; Schedule B-1	16, Exhibits D-1, D-6, and I
w. Non-competition covenants	9, 10; Schedule B-1	15, 16, 17, Ex. D-6
x. Dispute resolution	18	17; Exhibits C, D-1, and D-6
y. Compliance Oversight	6	

ITEM 10 FINANCING

Franchise Financing. We may, in our sole discretion, provide or arrange for third party financing to you that may be used to finance a portion of your initial franchise fee, operating capital, or the initial franchise fee of additional territory purchases by existing franchisees.

If you own your franchise in a corporation, limited liability company ("LLC") or partnership, we will not generally lend half or more of the initial franchise fee to you and it may be more difficult to obtain further financing from us later if you request it.

Whether we will extend financing and the amount will vary depending upon the availability of funds, your creditworthiness, the purposes for which you intend to use the money, the tax preparation market conditions in your area, your compliance with all agreements between us and the terms of any promotions which we may offer from time to time. Additionally, we may require that you obtain certain certifications or attend specific trainings to receive financing. If we provide financing to you, you must submit monthly financial information to us, such as an income statement, balance sheet and supporting documents, as we specify from time to time and in the formats we provide. We reserve the right to adjust this policy to require more frequent financial statements on a continuing basis. We also may request personal financial statements. All financial statements must be prepared in conformity with generally accepted accounting principles. You also must comply with the requirements of the Operations Manual, your Franchise Agreements and any other agreements between us and may be required to use our approved vendors for certain services including payroll.

Financing Terms. The interest rate for all financing is typically 12%, and an origination fee of 1% is generally applicable. Financing must typically be repaid over four to five years through four to five annual payments. We also may require you to maintain or achieve certain revenue goals for financing, or as part of the repayment terms. In certain instances and depending on creditworthiness, we may, in our sole discretion, offer financing programs at a different interest rate or different number of installments. For example, we may offer such programs for the purchase of existing company stores, expansion into new territories for existing franchisees, and/or purchases by existing business owners, veterans or first responders. The terms of these financing programs will vary depending on our requirements at the time and the needs of us and our franchisees, we have no obligation to provide financing to you and there may be a financing set up fee depending on the type of financing as specified in Item 5. We require a security interest as outlined in Exhibit C. You and, in the case of an entity, your principals, must personally guarantee the debt and may be required to enter into a confession of judgment if approved for operational financing. You may prepay the financing without penalty. You waive a right to trial by jury in litigation, the homestead and any other available exemption, presentment, demand, protest, notice of dishonor and any other notice. If you default on amounts owed, we can accelerate the obligation to pay the entire amount due, withhold any further funds, seek our collection costs, including attorney's fees, from you, and terminate your franchise agreement. See Exhibit C. All of the revenue that you receive under the

franchise agreement, or any other agreement with us shall initially be paid directly to us, rather than to you. We will deduct from this revenue monies that you owe to us and deduct and hold monies to apply to upcoming amounts due to us if applicable, and remit any remaining balance to you. We have a practice of using financing instruments as collateral for lines of credit and we may sell, assign or discount these instruments to third parties. If we assign our rights under financial instruments, we intend to remain primarily obligated to provide the financial goods or services specified in these instruments. You may lose all defenses against the lender as a result of such sale or assignment. We do not receive direct or indirect payments or other consideration for placing financing with any lender.

At present, our agents and affiliates do not offer financing arrangements for the purchase of a Liberty Tax Service franchise. We do not guarantee notes, leases or your other obligations to third parties except upon exceptional circumstances. We may guarantee leases for office space that we assign to you if required by the landlord.

Leasing. We do not have a written arrangement with a leasing company and do not receive payment for referring you to a leasing company. However, we can refer you to a company that provides leasing to qualified franchisees to finance furniture, fixtures, signs, equipment, and, to highly qualified franchisees, working capital and franchise fees.

We do not guarantee your note, lease or obligation.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

A. Before Opening.

Initial Owners Training. We provide a minimum 3-day IOT in-classroom training as well as 12-15 hours of online training that addresses critical aspects of operating an income tax preparation business. Please see the following chart for the course schedule. We expect to hold IOT approximately four to seven times per year during select weeks. We hold trainings in business conference rooms or classrooms, as well as in a local Liberty Tax office. The instructional material consists of our Operations Manual, PowerPoint presentations, a policy & procedures video, vendor handouts, an office visit and marketing exercises. (Franchise Agreement, paragraph 6.a)

You and/or any general manager must attend and successfully complete IOT and HOT, described below, to our satisfaction prior to operating a Liberty office. Family members who may be involved in your Liberty franchise may also attend. It is to your benefit to attend IOT shortly after signing the franchise agreement and you must attend IOT before you open for business. We do not charge for IOT or HOT, but you must pay for any expenses that you incur as a result of attending training, such as travel, lodging and meals. (Franchise Agreement, paragraph 5.a.). All attendees at IOT must sign a confidentiality agreement before classes begin. (Exhibit I.)

Hands On Training. After you have attended IOT, we provide a one-day HOT at select existing franchisee locations throughout the United States. We may also offer HOT online if there are special public circumstances preventing its attendance in-person. HOT covers the steps involved in preparing and processing tax returns, delivering Financial Products, and related office functions. (Franchise Agreement, paragraph 5.a.).

Operations Manual. We offer guidance in the operation of your franchised business in our Operations Manual. We provide you with updates to the Manual electronically. We may amend the Manual at any time to adjust for legal, technical or competitive changes or attempt to improve in the marketplace. You must abide by the terms of our current Manual and all updates thereto. (Franchise Agreement, paragraph 5.b.).

Our standards do not include any personnel policies or procedures that we (at our option) may describe in the Operations Manual or otherwise suggest for your optional use. You will determine to what extent, if any, these policies and procedures might apply to your operations and business. We neither dictate nor control labor or employment matters for franchisees and their employees.

Employees. You will agree in your Franchise Agreement that we are not joint employers of your employees and other personnel. We do not and will not share or codetermine any of your employees' essential terms and conditions of employment. More specifically, in no case do we have any authority to determine or set your employees': (1) wages, benefits, and other compensation; (2) hours of work and scheduling; (3) the assignment of duties to be performed; (4) the supervision of the performance of duties; (5) work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) the tenure of employment, including hiring and discharge; and/or (7) working conditions related to the safety and health of employees. You alone have sole authority to determine any or all your employees' essential terms and conditions of employment.

Site Selection. We provide guidance and advice regarding the selection of the location of your office(s). We do not generally own the premises and lease it to you. We require you to select three potential sites and may send a site selector Field Consultant or experienced franchisee to help with this task. We require that you fill out site selection forms and submit them to us through your Field Consultant along with pictures of the proposed location. We will then approve or disapprove of the site. You may not sign a lease until we approve the site for your office. We will consider whether the site location includes visibility, accessibility by car or public transportation, reasonableness of the office size for a tax preparation office and other related factors. We may require the lease to be held in our name at our option. If the lease is held in your name and unless otherwise agreed in writing, you must attempt to include a provision in any lease for an approved location that the lessor consents to an assignment of the lease to us without your consent upon termination of your franchise agreement, or our designee, with the right to sublease at our sole option at no cost. You agree to provide us with a copy of the lease for each approved location within 7 days of execution. We intend to approve or disapprove site selections within 14 days of submission to us. If we do not approve a site selection for you, you cannot open for business and we may terminate your franchise. (Franchise Agreement, paragraphs 5.c. and 8.b.(v)).

Software. We provide tax return preparation software capable of preparing federal and state income tax returns for individuals. (Franchise Agreement, paragraph 5.e.). This software includes recommended prices. The tax return preparation software includes an artificial intelligence-enabled assistance feature ("Fusion AI") that is designed to help users navigate software workflows and address questions related to federal and state income tax return preparation by suggesting possible next steps and providing informational guidance. You and your personnel must review and verify any Fusion AI output for accuracy and applicability to the taxpayer's facts and the relevant tax year before applying it to a taxpayer's return. Liberty utilizes AI-enabled assistance tools within a defined governance framework that includes documented oversight, controlled deployment parameters, and human-in-the-loop review requirements. These tools are trained using curated and authorized data sources, and are subject to safeguards designed to mitigate inaccuracy, bias, and unintended outputs. System usage is supported by audit logging, monitoring, and version control processes. AI-generated content is advisory in nature and

does not replace professional judgment; franchisees as an ERO remain responsible for independently reviewing and validating all outputs prior to use or transmission to the IRS and/or State taxing authority.

Operational Assistance. We give you access to Liberty Resource Center, our proprietary intranet site containing specifications and assistance for our franchisees. There, you will find our current version of the Operations Manual, employment contract templates to use in the hiring of employees, specifications for technical aspects of the operation of the franchise, Marketing Central, a list of pre-approved suppliers and the products, supplies and equipment that you can order through pre-approved suppliers with whom we have formed relations, and other information to help you set up and operate your office. (Franchise Agreement, paragraph 5.i.). Liberty Resource Center also includes an artificial intelligence-enabled assistance feature (“LINK Assist”) designed to help you and your personnel locate and use information available within Liberty Resource Center by responding to questions and directing users to relevant portions of the Operations Manual, policies, forms, tools, and other materials available on Liberty Resource Center. You and your personnel are responsible for reviewing and following the applicable official Liberty Resource Center materials and for complying with all applicable laws and regulations. LINK Assist may generate responses that are incomplete, inaccurate, or not applicable to a particular situation. We do not assist you by providing or installing specific equipment, fixtures, or signs for your franchise office, but we do provide a list of pre-approved suppliers for certain supplies. You must work with the landlord or owner of your franchise office location to identify which exterior fixtures and signs are appropriate for the location. You must display an exterior lighted sign at each of your offices identifying each as a Liberty Tax office. Liberty must approve all such signs before you order or display them. (Franchise Agreement, paragraph 6.c). We will provide various interior posters and materials for advertising which must conform to various state and federal laws concerning marketing.

B. After Opening

Tax and Technical Support. We will provide reasonable telephone and/or internet support for your questions regarding federal and state individual income tax return preparation, electronic filing, and the use of software specified by us. (Franchise Agreement, paragraph 5.f.).

Electronic Filing. We will provide the ability to file electronically individual federal tax returns and certain state tax returns, provided that such method of filing is reasonably available from the respective taxing authority. You must have a valid EFIN and comply with all IRS publications related to EFINs including, but not limited to, IRS Publication 3112, 1345 and any successor publications, as well as all applicable state laws and regulations related to electronic filing. (Franchise Agreement, paragraphs 5.g. and 6.w.).

Financial Products. If reasonably available and feasible, we will offer Financial Products, as discussed in Item 8.1. above. Your participation in Financial Products, if we offer them, is subject to a mutual agreement being reached between you, us and the provider of the Financial Products. (Franchise Agreement, paragraph 5.h.).

Marketing. You are not required to spend any specific amount of money on any initial advertising for the opening of your Liberty office, but most franchisees will spend about \$5,000 on initial advertising.

Pursuant to your franchise agreement, you will pay us 5% of your Gross Receipts as advertising/marketing fees, referred to as advertising fees. See Item 6. We will also contribute advertising fees for company stores at a rate we determine in our sole discretion. We disburse advertising fees to develop, produce, distribute and/or conduct advertising programs, marketing programs, public relations, and marketing research. We spend advertising fees on a national, regional or local basis for television, radio, electronic, and print advertising as we determine to be appropriate. We produce advertising

in-house and through a local advertising agency. Marketing and advertising programs may include advertising to sell franchises. We are not required to spend any specific amount on advertising in your area or territory.

We pay all our costs of marketing activities with advertising fees including, but not limited to, a share of corporate overhead (including, but not limited to, wages and benefits) related to advertising and marketing. We do not guarantee that you will benefit directly from any advertising or marketing. We make available pre-approved advertising templates that should normally be used. If you wish to use other advertising material, we must first approve it for compliance with our specifications. (Franchise Agreement, paragraph 5.d.).

We do not have the power to require the formation, change, dissolution, or merger of any local or regional advertising cooperatives and you are not required to participate in any regional or local advertising cooperatives that other franchisees may form. We do not have an advertising council comprised of franchisees and cannot require you to join or participate in any advertising council. You are not required to participate in any other advertising funds or activities or spend a specific amount on advertising other than the 5% or 2% advertising fee described above.

For the fiscal year ending December 31, 2024⁴⁵, we spent the following amounts on advertising in the United States:

	Dollar Amount	Percent
Media Placement and Other Direct Marketing	~~\$11,087,433~~ <u>10,540,793</u>	~~94~~ ⁹³ %
Administrative Expenses	~~\$721,373~~ <u>840,420</u>	~~6~~ ⁷ %
Total	~~\$11,808,806~~ <u>11,381,213</u>	100%

For fiscal year ending December 31, 2024⁴⁵, we spent 0.~~7~~²% of our advertising expenses on advertising to sell franchises. Our franchisees may obtain an accounting of advertising expenditures by sending a written request to the attention of our accounting department, but we do not audit our accounting of our advertising expenditures.

Operating Assistance. We provide you access to Liberty Resource Center which contains various resources regarding operation of the franchised business. Additionally, we will provide telephone and email support for you and respond to your questions regarding operational issues. (Franchise Agreement, paragraph 5.i.).

Advanced Training. We will provide and may require your attendance at a one- to four- day advanced training for experienced franchisees. We may hold this training at various sites that we select across the country or we may offer such training on the web or electronically. The agenda for advanced training varies but often focuses on improving business skills and technical tax preparation skills, and may include Advanced Tax School, a Liberty Tax-developed, instructor-led advanced training and certification program focused on preparing business entity returns using our tax software, in order to increase profitability. We do not charge for this training (including Advanced Tax School), but you must pay for all travel, lodging and other expenses you incur to attend. (Franchise Agreement, paragraph 5.j.). In the event we determine there to be abusive tax returns practices related to the operation of your

franchised business, we also have the right to require that you attend additional trainings that we may provide.

C. Computer Requirements

Computer Equipment. Computer equipment is required to meet our specifications; we hold long-term and reliable relationships with preferred vendors, however these items may be purchased from any merchant of your choosing. In the processing room, each office is required to have one computer, two printers (one check printer and one report printer) and scanner. Each tax preparation station in the office is required to have a computer, an electronic signature pad and access to a printer. The current average cost of one workstation from our current supplier is \$750, which does not include a monitor. Additional computer equipment is also required, but you may purchase such equipment from any supplier, or use equipment which you already own, as long as it meets our specifications. Additional computer equipment includes printers, signature pads, monitors and scanners. The initial cost of such items will vary based on your needs, as will updating costs. The current average costs of such items from our current supplier are as follows: Printer - \$200, Monitor - \$75, Signature Pad - \$95, Scanner - \$300. You may also incur costs for other items such as software, cabling and internet equipment. Our equipment requirements are updated and communicated to franchisees annually. When the specifications are updated, you must either update or upgrade the computer systems, at your sole cost, to meet the updated requirements. We have no contractual or other obligation to provide you maintenance, repairs, updates or upgrades to your computer equipment or system. Specifications will not be updated during a tax season except upon an emergency, as determined by us.

Software. We provide tax return preparation software capable of preparing federal and state tax returns for individuals. You must use the tax return preparation software we provide. If we negotiate with a third party to provide Financial Products, we will provide you with the required software for processing these products. You must use this software to provide Financial Products and services to your customers. Likewise, all electronically filed returns must be filed using our supplied software. We may also require you to purchase other third-party software, such as Microsoft Office, and valid licenses for the software. You must also maintain the anti-virus, anti-spyware, and firewall software that we specify.

Prohibited Software and Hardware. We need the Liberty system to adhere to certain technical standards and platform consistency in order to operate properly. We prohibit unapproved software from being installed on any computer within the tax preparation office. We also prohibit unapproved hardware. We designate the prohibited software and hardware within our equipment requirements, which can be found on Support Central or in the Operations Manual.

Internet Access and E-mail Account. You must establish both an internet connection through a supported vendor, as well as an e-mail account sufficient for communications between you and us.

Independent Access to Data. There are no other contractual or other limitations impose on our access to your computer system and data. Additionally, following the expiration, termination, transfer or nonrenewal of your franchise agreement, you grant us the right to remotely access and make changes to the computers used in operation of the franchised business including, but not limited to, removing all Confidential Information from the computers.

Operations Manual. Exhibit I contains the Table of Contents of the Liberty Operations Manual (“Manual”). The Manual presently has 15⁴³ pages.

TRAINING PROGRAM

Subject ¹	Hours of Classroom Training	Hours of On the Job Training	Location
Introduction • Welcome and Introduction • Industry Description/Typical Tax Season • National Office Trainings • New ZeeOwner Team and Operations Team • Internal Systems • Starting a Tax Business • IRS Efile Requirements • Employer Identification Number • IRS E-Services • Electronic Filing Identification Number	1 ½ hours		Virginia Beach or Dallas Fort Worth
Technology/Support • Our DNA • Methods of Support • Primary Applications Overview • Vendors-Equipment	30 minutes		Virginia Beach or Dallas Fort Worth
Ops Support • Hierarchy of Operations • Contact Information	30 minutes		Virginia Beach or Dallas Fort Worth
Site Selection • Site Selection Process • Evaluation Criteria • Rent Guidelines • Lease Negotiation	1 hour		Virginia Beach or Dallas Fort Worth
Tax School • Benefits of Tax School • Tax School Schedule • Organizing Your Tax School • Recruiting Students and Marketing the School • Tracking Inquiries and Registrations • Converting Students to Employees • Learning Management System • Tax Preparer Certification	1 hour		Virginia Beach or Dallas Fort Worth
Staffing • Office Positions • Employment Law • Training Employees • Scheduling Suggestions • Productivity	1 hour		Virginia Beach or Dallas Fort Worth

Subject ¹	Hours of Classroom Training	Hours of On the Job Training	Location
•			
New Office Setup • Signage • Physical Characteristics • Office Layout • Office Equipment • Kiosk Panels • Computer Systems • Office Hours • New Office Setup Checklist	30 minutes		Virginia Beach or Dallas Fort Worth
Marketing Tools • Marketing Tools Resource Center	1 ¼ hours		Virginia Beach or Dallas Fort Worth
Guerrilla Marketing • What it is. • Plan, Prepare, Execute • B2B/P2P	1.5 hours		Virginia Beach or Dallas Fort Worth
Marketing Theory • Marketing Approval • Marketing Overview • Paid Advertising • Off Season Marketing and Public Relations • Tracking Results • Common Marketing Mistakes • Location, Visibility, Signage • Referrals and Customer Service • 4 Walls Marketing • Client Follow-Up Calls	4 hours		Virginia Beach or Dallas Fort Worth or Online
Management Tools • Report Timetable • Daily Monitoring • Liberty Tax Service Budget • Liberty Tax Service Profit & Loss Statement •	1 hour		Virginia Beach or Dallas Fort Worth
Temperature Check • Fears • Weekly/Monthly Focus • Their Why (are they doing this)	1 hour		Virginia Beach or Dallas Fort Worth
Processing Center/Paperless	30 minutes		Virginia Beach or

Subject¹	Hours of Classroom Training	Hours of On the Job Training	Location
• Equipment and Supplies • Processing Center Layout • Processing Procedures			Dallas Fort Worth
Supply • Points of Contact • Purpose of Supply Dept. • Vendors • How to Contact	30 minutes		Virginia Beach or Dallas Fort Worth or Online
Products • What is a Financial Product? • Pre-Season Options • Tax Season Options • What's New • Partner Products	1 Hour		Virginia Beach or Dallas Fort Worth
Internal Audit- Revenue Protection • Fraud Opportunities • Excessive Discounting • Alternative Software	45 minutes		Virginia Beach or Dallas Fort Worth
Franchise Compliance • Compliance Monitoring • Alert Notification System • Compliance Reviews • Self-Monitoring • Due Diligence Requirements • Preparer Blacklisting • Compliance Hotline	45 minutes		Virginia Beach or Dallas Fort Worth
Season Readiness • Season Readiness Plan • Policies & Procedures • Closing the Sale • Situation & Dialogue • On-Deck Training	1 Hour		Virginia Beach or Dallas Fort Worth
Reporting • Report Central • Most Commonly Used End of Year Reports	30 minutes		Virginia Beach or Dallas Fort Worth

Note 1: Each topic is taught by one or more of the instructors below, whose business experience is as follows:

Samantha Slapnik, Assistant Vice President of Training. Ms. Slapnik has served as Assistant Vice President of Training since August 2023. She was Director of Training from July 2022 to August 2023. Ms. Slapnik has also been a Liberty Tax franchisee since December 2012.

Randall White, Director of Training. Mr. White has served as Director of Training since September 2023. He previously served as District Manager of Company Stores from June 2019 to September 2023.

Patricia Old, Training Project Coordinator. Ms. Old has served as Training Project Coordinator since November 2021. Previously, she served as a Company Store Operations Specialist from January 2021 to November 2021 and Operations Training Manager from July 2016 to January 2021.

Kyle Sawai, Chief Marketing Officer. Mr. Sawai has served as Chief Marketing Officer since April 2024. Previously, he served as Senior Vice President of Digital Marketing since October 2021.

Kristi Klindienst, Compliance Specialist. Mrs. Klindienst has served as Compliance Specialist since June 2016.

Jessica Plank, Director of Franchise Compliance. Ms. Plank has served as Director of Franchise Compliance since January 2024. Previously, she served as Manager of Franchise Compliance Auditor from August 2018 to January 2024. She served as Senior Compliance Auditor from October 2015 to August 2018, and as Auditor from January 2013 to October 2015.

Jessica Huard, Staff Compliance Auditor. Ms. Huard has served as Staff Compliance Auditor since November 2015.

Jim Forgunson, Director of Marketing Technology. Mr. Forgunson has served as Director of Marketing Technology since December 1997.

~~Bryan Nester, Assistant Vice President of Creative Marketing. Mr. Nester has served as Assistant Vice President of Creative Marketing since October 2024, and served as Director of Brand in the Marketing Department since December 2019.~~

In addition, from time to time, various existing franchisees and field consultants visit IOT to discuss their experiences and answer questions that the class may have.

D. Length of Time Before Opening.

The franchised business must be open for business by January 2. Before then, you will need to prepare for opening by obtaining necessary licenses and permits, running a tax school, leasing office space, hiring and training personnel, ordering supplies, equipment, and furniture and office set up. The typical length of time between the signing of the franchise agreement and the opening for business on January 2 ranges from 3 to 5 months, but will vary depending upon the date of signing of the franchise agreement.

ITEM 12 TERRITORY

Franchise Agreement

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

However, your franchise agreement restricts us from operating a physical location of an income tax preparation service business using the Liberty name and marks described in this disclosure document within your Territory as described on Schedule A of your franchise agreement (the “Territory”).

The geographic area granted in the Territory will typically cover an area that generates approximately 7,000 to 8,500 paid federal tax returns based on IRS data coupled with population data. You agree that in the event of a mapping error, as determined by us, which results in a territory population which exceeds 35,000, Liberty may re-size your Territory.

You may only operate within the Territory. You may operate from one or more offices in the Territory. All office locations must be approved by us prior to your execution of a lease for the site. We consider several factors in reviewing sites for offices, including the demographics, visibility, and traffic flow around the office as well as your lease terms, and ability to obtain our required lease terms. See Item 8. You may add or relocate offices in your Territory subject to our prior approval, which will be subject to the same factors we consider when reviewing your first office in the Territory.

As noted in Item 1, In certain instances, after your Liberty Tax office is open, we may enter into an amendment to your Franchise Agreement to expand your Territory on a non-exclusive basis to perform tax returns outside of your Territory under our Franchised VTO Program. You will be required to sign an amendment to your Franchise Agreement in the form attached as Exhibit B-6 to the Franchise Agreement to participate in the VTO Program.

Also as noted in Item 1, in certain instances, after your Liberty Tax office is open, we may enter into a Marketing Rights Agreement for the exclusive right to market and promote your Liberty tax services to customers in a territory adjacent to your existing Liberty Tax office, through the MRA Program. You will be required to sign a Marketing Rights Agreement in the form attached as Exhibit B-7 to the Franchise Agreement to participate in the MRA Program.

Except as described below, neither we nor another franchisee may operate a tax return preparation office using the Liberty name and related Marks in your Territory. We may sell any other territory to other franchisees. You may not advertise outside of your Territory through any channels of distribution (such as the Internet, catalogs, telemarketing, or other direct marketing), without our written approval. There is no restriction on you accepting clients from outside your Territory, but you may not solicit them. We may advertise in your Territory. Except as described below for online tax preparation, we do not pay any compensation for soliciting in your Territory or compensation on fees for clients that live in your Territory but patronize a company store. We may not alter your Territory without your consent, even if there is an increase in population in your Territory, except in the case of a mapping error as specified above.

If your Territory includes an outlet or site of a national or regional account that we negotiate, you may operate in that outlet or site if you are in compliance with your franchise agreement. If you choose not to operate in the national or regional account outlet or site, we may operate in that outlet or site. Otherwise,

we will not establish a company-owned outlet in your Territory. We may establish channels of distribution other than a retail or storefront location to distribute similar products or services using our Marks in your Territory.

You are restricted from advertising outside of your Territory without our written prior approval.

At present, we offer online income tax preparation at the website www.libertytax.com for a fee. We accept customers for the online services from your Territory and may advertise these services in your Territory, including the sale of gift cards for these services. We will pay to you a reverse royalty of 14% of the tax preparation fees that we receive from these Liberty websites from customers in territories where you have a Liberty Tax Service office. (Franchise Agreement, Exhibit B, Section 4.c.).

Liberty, Liberty's parent company, and affiliates may establish franchised or company-owned outlets or other channels of distribution of similar products or services under a different trademark in your Territory. Liberty, Liberty's parent company and affiliates may also grant franchises in other lines of business using different marks in your Territory. Within your Territory, you may offer services to any individual or business and may relocate your office(s) upon our approval based on the site selection criteria in our Operations Manual. We do not grant options or rights of first refusal to acquire other or contiguous territories.

ITEM 13 TRADEMARKS

The franchise agreement licenses to you the right to use the Marks described below, in accordance with our specifications and standards:

Registration Number	Description of Mark	Principal or Supplemental Register of the U.S. Patent and Trademark Office	Registration Date	Owner
7,951,004	TORCHIE Image	Principal	September 16, 2025	JTH Tax LLC
7,820,194	TORCHIE	Principal	June 03, 2025	JTH Tax LLC
7,489,105	YOUR TRUSTED TAX EXPERTS FOR LIFE	Principal	August 27, 2024	JTH Tax LLC
7,489,106	SUS EXPERTOS FISCALES DE CONFIANZE DE POR VIDA	Principal	August 27, 2024	JTH Tax LLC
7,404,505	FREETAX	Principal	June 4, 2024	JTH Tax LLC
7,368,359	LIBERTY TAX HOLIDAY ADVANCE	Principal	April 23, 2024	JTH Tax LLC
7,288,133	A BRIGHIER WAY TO DO TAXES	Principal	January 23, 2024	JTH Tax LLC
7,231,676	TAXIEDAD	Principal	November 28, 2023	JTH Tax LLC
7,231,672	TAXIETY	Principal	November 28, 2023	JTH Tax LLC
6,951,063	DEEPBLUE	Principal	January 10, 2023	JTH Tax LLC
6,702,761	SAY HELLO TO LIBERTY TAX	Principal	April 12, 2022	JTH Tax LLC
6,623,433	LIBERTY AUDIT ARMOR	Principal	January 18, 2022	JTH Tax LLC
6,442,112	LIBERTYTAX DEBT RESOLUTION	Principal	August 3, 2021	JTH Tax LLC

Registration Number	Description of Mark	Principal or Supplemental Register of the U.S. Patent and Trademark Office	Registration Date	Owner
6,442,113	LIBERTYTAX RESOLUTION	Principal	August 3, 2021	JTH Tax LLC
6,246,708	LIBERTY TAX	Principal	January 12, 2021	JTH Tax LLC
6,235,080	LIBERTY CREDIT REPAIR	Principal	December 29, 2020	JTH Tax LLC
6,229,611	LIBERTY TAX CREDIT REPAIR	Principal	December 22, 2020	JTH Tax LLC
6,229,839	LIBERTY TAX & LOANS	Principal	December 22, 2020	JTH Tax LLC
6,229,388	LIBERTY TAX	Principal	December 22, 2020	JTH Tax LLC
6,229,390 ~~89~~	LIBERTY TAX & LOANS	Principal	December 22, 2020	JTH Tax LLC
6,148,749	LIBERTY LOAN	Principal	September 8, 2020	JTH Tax LLC
6,113,663	BRING IT. WE'LL HANDLE IT.	Principal	July 28, 2020	JTH Tax LLC
5,904,483	WINNING CUSTOMERS FOR LIFE	Principal	November 5, 2019	JTH Tax LLC
~~5,542,087~~	~~FILES TAXES FOR-YOURSELF, NO BY-YOURSELF~~	~~Principal~~	~~August 14, 2018~~	~~JTH Tax LLC~~
5,509,978	YOU DO LIFE. WE DO TAXES	Principal	July 30, 2018	JTH Tax LLC
3,738,741	Statue of Liberty	Principal	January 19, 2010	JTH Tax LLC
3,574,394	Costume of over-sized Statue of Liberty	Principal	February 17, 2009	JTH Tax LLC
3,167,134	Costume of the Statue of Liberty	Principal	November 7, 2006	JTH Tax LLC
2,479,692	LIBERTY TAX SERVICE and Design	Principal	August 21, 2001	JTH Tax LLC
2,465,670	LIBERTY TAX	Principal	July 3, 2001	JTH Tax LLC
2,459,756	Liberty Income Tax®	Principal	June 12, 2001	JTH Tax LLC
2,314,991	Liberty Tax Service®	Principal	February 1, 2000	JTH Tax LLC
2,802,038	COMPLETETAX	Principal	January 6, 2004	LTS Software LLC
4,204,477	ESMART TAX	Principal	September 11, 2012	LTS Software LLC
4,216,379	eSmart	Principal	October 2, 2012	LTS Software LLC
2,526,313	ESMART TAX	Supplemental	January 1, 2002	LTS Software LLC

We have also filed applications for the following Marks:

Application Number	Description of Mark*	Application Date	Owner
98,176,32	TORCHIE Image	September 12, 2023	JTH Tax LLC
98,176,315	TORCHIE	September 12, 2023	JTH Tax LLC
97,607,630	LIBERTY-CONNECT	September 26, 2022	JTH Tax LLC

*Note that we are no longer offering the “Liberty Tax & Loans” special stipulation agreement. It is not available in California, so you will not use the loan-related trademarks in California.

**We do not have a federal registration for certain of the above-described Principal Marks. Therefore, these Principal Marks do not have as many legal benefits and rights as a federally registered trademark. If our right to use one or more of these Principal Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are presently no effective determinations of the United States Patent and Trademark Office (“USPTO”), any trademark trial and appeal board, any state trademark administrator or any court, any pending interference, opposition, or cancellation proceeding involving any of the above-referenced Marks. There are no currently effective agreements that significantly limit our rights to use or license the use of the Marks listed in this section in a manner material to the franchise.

There is no pending material federal or state court litigation regarding our use or ownership rights in any Mark.

We have filed all required affidavits and required renewal filings.

We are not obligated but intend to protect your right to use our Marks. We are not obligated to protect, defend or indemnify you against claims of infringement, unfair competition or any other claim arising out of your use of our Marks. We intend to control any litigation or proceeding regarding the Marks, including any settlements.

We do not know of either superior prior rights or infringing uses that could materially affect your use of our Marks anywhere except as follows: In the Medford area of New Jersey, Liberty Tax Services, LLC has apparently been doing business under the name Liberty Tax Service since 1994. In St. Helens, Oregon, Liberty Bookkeeping and Tax has apparently been registered to do business under that name since September 1992. These other users may have superior rights to these names and confusingly similar names in the geographic areas where they have been operating.

Pursuant to the franchise agreement, you have a limited license to use our Marks and any other mark we may develop in connection with the franchised business. You must use the Marks in accordance with the franchise agreement and the Operations Manual. You may not use the Marks, or any marks likely to be confused with these Marks, as part of any company name. You may not use the Marks, or any marks likely to be confused with these Marks, including “Phoenix,” other than to offer the products and services specifically described in the franchise agreement. We must approve in advance all use of the Marks.

If we develop new marks or modify existing marks, you must adopt and use these marks as described by us. Any expenses you incur because of adopting and using these marks are your responsibility. However, absent a legal requirement, we will not change exterior signage requirements more than once every four years.

Our Marks are our sole property and you acquire no rights to these Marks by signing a franchise agreement or by using the Marks. When your franchise agreement expires, is terminated, or is transferred, you retain no goodwill from the Marks. All goodwill associated with the Marks belongs to us.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

At this time, we do not hold any patents. We claim a copyright in our Operations Manual, software, marketing and advertising materials and other printed materials, although we have not presently filed a registration of those copyrights. We consider all of these items confidential and proprietary trade secrets. We also consider know-how, knowledge, techniques, and the tax return information of our customers, including names and addresses, to be confidential and proprietary trade secrets. Upon termination of your franchise agreement, you must return to us our Operations Manual and customer tax returns and information. You may not use or communicate, directly or indirectly, or disclose in any manner our confidential information or trade secrets during or after the expiration, termination, transfer or other disposition of your franchise.

You must require any of your employees that have access to our confidential information to sign confidentiality agreements in the form we prescribe so that they will maintain the confidentiality of the information they receive by virtue of their employment at the Franchised Business.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must provide franchise services under your direct supervision and control and/or under the direct supervision and control of a ~~full-time~~full-time on-premises general manager who has successfully completed IOT and HOT and otherwise been approved by us in writing. The ~~full-time~~full-time on-premises general manager does not need to have any equity interest in you or the franchised business.

You must comply with all federal, state and local laws and regulations. You must secure all necessary permits, certificates, licenses, and consents to operate your business.

You must use your best efforts to promote the franchised business and agree to conduct the franchised business with sound business judgment, diligence and efficiency. You must open the franchised business by January 2 of each year. You are required to operate your franchised business during certain hours of the Tax Season and certain hours of the off season. You are also required to post and update your office hours on the office door or window. The required hours are specifically provided in the Operations Manual.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

For the duration of your franchise, you cannot offer products or services through the franchise other than the franchise services, unless you receive our prior written consent. We may change the types of authorized products and services in response to legal, technological, or competitive changes, or attempts to improve in the marketplace.

If we negotiate an arrangement with a third party to provide Financial Products or other products and services as described in Item 8, you must use that provider to offer Financial Products or other products and services to your customers. Likewise, if we provide or recommend a source for electronically filing tax returns, you must utilize this source. If we provide a source for Debit Cards onto which to load tax refunds or Financial Products, you must use this source if you wish to offer Debit Cards. You must receive a valid EFIN from the IRS.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Franchise Agreement

Provision	Section In Franchise Agreement	Summary
a. Length of the franchise term	2	5 years.
b. Renewal or extension of the term	2	Can be renewed for successive 5-year term if you are not in default of any provision of your franchise agreement.
c. Requirements for you to renew or extend	2	There is no fee for renewal but you must sign a general release of claims (Ex. D-4), at our request, remodel, refurbish, and modernize your franchised business, notify us in writing at least 180 days before the expiration of the agreement, be in full compliance with your Franchise Agreement and our Operations Manual and you will be required to sign our then-current standard franchise agreement 90 days before expiration of the agreement that may contain materially different terms and conditions than your original contract. The boundaries of the Territory will remain the same and we cannot raise royalties, advertising fees or impose a renewal fee upon renewal.
d. Termination by you	8	You may terminate the franchise agreement if you do not renew.
e. Termination by us without cause	None	
f. Termination by us with cause	8	We can terminate only if you default under the franchise agreement or another agreement with us.
g. "Cause" defined - curable defaults	8(c)	Breach of the Operations Manual or any other term or condition of the franchise agreement, or other agreement with us , except those grounds providing for immediate termination, when this breach is not cured within seven days after notice; past due debts to us; you materially and substantially underreport revenue; fail to notify us and comply with governmental investigation or audit; failure to fully and timely renovate, refurbish, upgrade and/or make improvements to your franchised business; failure to comply with IRS e-file rules; default on any loan, lease or sublease

Provision	Section In Franchise Agreement	Summary
		affecting the franchised business.
h. "Cause" defined - non-curable defaults	8(b)	Insolvency; unsatisfied judgment; violation of law; committing harmful, injurious, prejudicial act against Liberty or threaten violence against Liberty; material action or proceeding brought against you by governmental entity related to compliance with tax laws and the action is not resolved within thirty days; abandonment of any active office of your franchised business; you fail to open by January 2; you operate or advertise outside your Territory; real or personal property of Franchised Business is sold after levy; you fail to use specified software, electronic filing or Financial Products; you fail to obtain, lose an EFIN or an EFIN application is denied; falsify your franchise application, make a false financial report or commit an act of fraud; refusal to allow inspection of records; knowingly commit an act of fraud; engage in conduct damaging to reputation of the system or brand; three or more breaches within 12 months; fail to timely execute all documents necessary to renew.
i. Your obligations on termination/nonrenewal	9	Make available for sale to us all equipment, signs, fixtures and furnishings of your franchised business; stop using our marks; stop using our literature and forms; pay to us all amounts owing to us; transfer all telephone numbers of the franchised business to us; upon our election, assign your lease to us; give us all copies of your customer lists, customer tax returns and files; return the Operations Manual; cancel fictitious names, adhere to the covenants not to compete and not to solicit in the franchise agreement; and upon request, make available to us records that allow us to determine whether you are complying with your post-termination obligations.
j. Assignment of contract by us	15	We may assign to a successor in interest who remains bound by terms of agreement.
k. "Transfer by you" - definition	15	Includes transfer of contract or identity of owners changing.
l. Our approval of transfer by you	15	We must approve transfer based upon our then current qualifications.
m. Conditions for our approval of transfer	15(f)	You must be in compliance with the franchise agreement, pay transfer fees, sign a release (Ex. D-4), we must approve transferee, we

Provision	Section In Franchise Agreement	Summary
		have right of first refusal and transferee must attend and successfully complete training, transferee must agree to fully and timely complete a remodeling, refurbishing, and modernizing of the franchised business within 90 days following the completion of the transfer.
n. Our right of first refusal to acquire your business	15(b)	We can match any offer for your business.
o. Our option to purchase your business	2(e)	We have the right to purchase a franchise between May 1 and August 31 for the greater of \$150,000 or 200% of annual gross receipts (except in Virginia).
p. Your death or disability	14	Transfer must be commenced within 180 days, completed within one year; must comply with transfer provisions in paragraph 15.
q. Non-competition covenants during the term of the franchise	10	Subject to applicable law, for the duration of your franchise, you may not have any interest in any related business in the United States or Canada unless you receive our prior written consent. Also, during the term of your Agreement, you may not aid or facilitate another person or entity in the provision of paid income tax services offered to the public through a retail outlet and you may not divert the business of any our franchisees (including your business) to any competitor or do any acts injurious to our brand.
r. Non-competition covenants after the franchise is terminated or expires	9, 10, Sch B-1	Subject to applicable law, for the following two years after the term of your franchise, you may not, for a fee or charge, prepare or electronically file tax returns or offer Financial Products, in or within 25 miles of your prior Territory.
s. Modification of the agreement	6.m., 19	No modifications except to Operations Manual. Revisions to the Manual will not unreasonably affect the franchisee's obligations, including economic requirements, under the franchise agreement.
t. Integration/merger clause	22	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representation made in the Franchise Disclosure Document, its exhibits and amendments.

Provision	Section In Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	IN, IL, and ND Addenda to Franchise Agreement	For Franchisees in Indiana, Illinois and North Dakota Only: Indiana, Illinois and North Dakota franchisees must bring claims against us before the American Arbitration Association.
v. Choice of forum	18	For Franchisees in all states except Indiana, Illinois, and North Dakota: All suits must be tried in Virginia (except as modified by Addenda to this disclosure document and subject to applicable state law).
w. Choice of Law	18	Virginia law governs (except as modified by Addenda to this disclosure document and subject to state law).

ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote our franchises at this time.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in this disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation for the financial performance representations in this Item 19 will be made available to you upon reasonable request.

Table 1: Statement of Average Prep Fees and Returns:

This table displays return count results and prep fee charges for the ~~1,599~~1,411 franchise owned Liberty Tax offices that operated during tax season 202~~4~~5 and also remained active in our systems into tax season 202~~5~~6. It excludes all processing centers (which are outlets dedicated solely to verifying returns include all the necessary paperwork and are properly signed, transmitting and receiving acknowledgements from the IRS and state taxing authorities, identifying and correcting problems with any rejected returns, and printing checks and debit card funding reports) and seasonal offices (which only provide a more limited period of operations

due to annual partnership and agreements with third parties to operate a temporary kiosk, for example, and do not have year-round operations of a typical storefront outlet).

The store count for tax season 2024⁴⁵ was determined on February 15, 2024⁴⁵. At that point, there were a total of ~~1,853~~^{1,780} US Liberty Tax offices, of which ~~1,791~~^{1,696} were franchise locations. This table represents ^{8983.2}% of those offices. Offices that are omitted were either (1) not active into tax season 202⁵⁶ as of February 15, 202⁵⁶; (2) processing centers or (3) seasonal offices. We only have one tax season per calendar year (see below).

Calculated in this table are arithmetic mean (average), median, highest value, lowest value, number of offices above average, number of offices below average, and percent of offices above average for the total number of offices in each vintage.

Notes:

Prep Fees defined:

Prep Fees represent total amounts related to the preparation and transmission of tax returns, less any discounts applied by the selected offices. These amounts do not include revenue earned by franchisees related to services such as financial product incentive, check printing, bookkeeping, credit repair, etc.

In order to provide a complete view of store volume, the analysis includes prep fee activity between January 1st and December 31st of 2024⁴⁵.

Returns defined:

Reflects a count of Federal Tax Returns transmitted between January 1st and December 31st of 2024⁴⁵.

Tax Season defined:

Refers in general to the period of time between January and April of each year when the majority of individual US tax returns are prepared. For the purposes of counting Liberty Tax Offices, this count reflects offices that are either marked active in our system or have processed at least ten tax returns during the calendar year on or about February 15th.

Statement of Average Prep Fees and Number of Returns for ~~1,599~~^{1,411} Liberty Franchise-Operated Offices for Tax Season 2024⁴⁵

(Deleted)

	All Years	
	Fees	Returns
# Offices	1,599	1,599
Highest	\$978,288	4,422
Lowest	\$5,573	19
Average	\$151,872	544
Median	\$129,445	453
# Offices Above Avg.	630	631
# Offices Below Avg.	969	968
% Offices Above Avg.	39%	39%

<u>All Active Offices –</u>		
<u>2025</u>	<u>Net Fees</u>	<u>Returns</u>
<u># Offices</u>	<u>1,411</u>	<u>1,411</u>
<u>Highest</u>	<u>\$1,145,331</u>	<u>4,729</u>
<u>Lowest</u>	<u>\$5,306</u>	<u>25</u>
<u>Average</u>	<u>\$164,860</u>	<u>586</u>
<u>Median</u>	<u>\$139,486</u>	<u>494</u>
<u># Offices Above Avg</u>	<u>542</u>	<u>545</u>
<u># Offices Below Avg</u>	<u>869</u>	<u>866</u>
<u>% Offices Above Avg</u>	<u>38.41%</u>	<u>38.63%</u>

Other than the preceding financial performance representation, we do not make any financial performance representations. 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 William Harvey, General Counsel, 500 Grapevine Hwy., Suite 402, Hurst, Texas 76054, (757) 453-6165, the Federal Trade Commission, and the appropriate state regulatory agencies.

[continued on the following page]

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY

For Fiscal Years Ending December 31, 202~~23~~⁵, December 31, 202~~34~~⁵ and December 31, 202~~45~~⁵

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
~~Franchised~~	~~2022~~	~~2121~~	~~1991~~	~~-130~~
<u>Franchised</u>	2023	1991	1813	-178
	2024	1813	1686	-127
~~Company-Owned~~	~~2022~~ ⁵	~~135~~ ¹⁶⁸⁶	~~114~~ ¹⁵³⁷	~~-21~~ ⁻¹⁴⁹
<u>Company-Owned</u>	2023	114	72	-42
	2024	72	78	6
~~Total Outlets~~	~~2022~~ ⁵	~~2256~~ ⁷⁸	~~2104~~ ¹²⁶	~~-151~~ ⁺⁴⁸
<u>Total Outlets</u>	2023	210 ~~4~~ ⁵	1885	-220
	2024	1885	1764	-121
	<u>2025</u>	<u>1764</u>	<u>1663</u>	<u>-101</u>

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR)

For Fiscal Years Ending December 31, 202~~23~~²⁵, December 31, 202~~34~~⁴⁵ and December 31, 202~~45~~⁵⁶

State	Year	Number of Transfers
~~Alabama~~	~~2022~~	~~1~~
<u>Alabama</u>	2023	2
	2024	0
~~Alaska~~	~~2022~~ ²⁵	0
<u>Alaska</u>	2023	0
	2024	0
~~Arizona~~	~~2022~~ ²⁵	~~40~~
<u>Arizona</u>	2023	2
	2024	1
~~Arkansas~~	~~2022~~ ²⁵	~~20~~
<u>Arkansas</u>	2023	2
	2024	0
~~California~~	~~2022~~ ²⁵	~~180~~
<u>California</u>	2023	7
	2024	8
~~Colorado~~	~~2022~~ ²⁵	~~45~~
<u>Colorado</u>	2023	0
	2024	3
~~Connecticut~~	~~2022~~ ²⁵	~~01~~
<u>Connecticut</u>	2023	2
	2024	0
~~Delaware~~	~~2022~~ ²⁵	~~04~~
<u>Delaware</u>	2023	1
	2024	1
~~District of Columbia~~	~~2022~~ ²⁵	0
<u>District of Columbia</u>	2023	0
	2024	0
~~Florida~~	~~2022~~ ²⁵	~~20~~
<u>Florida</u>	2023	2
	2024	6
~~Georgia~~	~~2022~~ ²⁵	~~35~~
<u>Georgia</u>	2023	2
	2024	1
~~Hawaii~~	~~2022~~ ²⁵	0
<u>Hawaii</u>	2023	0
	2024	1
~~Idaho~~	~~2022~~ ²⁵	0
<u>Idaho</u>	2023	2
	2024	0

State	Year	Number of Transfers
~~Illinois~~	202 ~~2~~ <u>5</u>	~~2~~ <u>0</u>
<u>Illinois</u>	2023	1
	2024	2
~~Indiana~~	202 ~~2~~ <u>5</u>	~~+3~~ <u>3</u>
<u>Indiana</u>	2023	0
	2024	1
~~Iowa~~	202 ~~2~~ <u>5</u>	~~+0~~ <u>0</u>
<u>Iowa</u>	2023	0
	2024	2
~~Kansas~~	202 ~~2~~ <u>5</u>	0
<u>Kansas</u>	2023	0
	2024	0
~~Kentucky~~	202 ~~2~~ <u>5</u>	0
<u>Kentucky</u>	2023	0
	2024	2
~~Louisiana~~	202 ~~2~~ <u>5</u>	~~4~~ <u>0</u>
<u>Louisiana</u>	2023	1
	2024	1
~~Maine~~	202 ~~2~~ <u>5</u>	0
<u>Maine</u>	2023	0
	2024	0
~~Maryland~~	202 ~~2~~ <u>5</u>	0
<u>Maryland</u>	2023	2
	2024	0
~~Massachusetts~~	202 ~~2~~ <u>5</u>	~~2~~ <u>0</u>
<u>Massachusetts</u>	2023	1
	2024	2
~~Michigan~~	202 ~~2~~ <u>5</u>	~~7~~ <u>2</u>
<u>Michigan</u>	2023	2
	2024	5
~~Minnesota~~	202 ~~2~~ <u>5</u>	1
<u>Minnesota</u>	2023	1
	2024	2
~~Mississippi~~	202 ~~2~~ <u>5</u>	~~0~~ <u>1</u>
<u>Mississippi</u>	2023	0
	2024	0
~~Missouri~~	202 ~~2~~ <u>5</u>	~~+0~~ <u>0</u>
	2023	0

State	Year	Number of Transfers
Missouri	2024	1
~~Montana~~	202 ~~2~~ <u>5</u>	0
Montana	2023	0
	2024	0
~~Nebraska~~	202 ~~2~~ <u>5</u>	0
Nebraska	2023	0
	2024	0
~~Nevada~~	202 ~~2~~ <u>5</u>	~~3~~ <u>0</u>
Nevada	2023	3
	2024	1
~~New Hampshire~~	202 ~~2~~ <u>5</u>	0
New Hampshire	2023	0
	2024	0
~~New Jersey~~	202 ~~2~~ <u>5</u>	0
New Jersey	2023	~~1~~ <u>0</u>
	2024	1
~~New Mexico~~	202 ~~2~~ <u>5</u>	~~2~~ <u>1</u>
New Mexico	2023	2
	2024	0
~~New York~~	202 ~~2~~ <u>5</u>	~~5~~ <u>0</u>
New York	2023	4
	2024	6
~~North Carolina~~	202 ~~2~~ <u>5</u>	~~5~~ <u>0</u>
North Carolina	2023	2
	2024	3
~~North Dakota~~	202 ~~2~~ <u>5</u>	~~1~~ <u>12</u>
North Dakota	2023	1
	2024	0
~~Ohio~~	202 ~~2~~ <u>5</u>	~~7~~ <u>0</u>
Ohio	2023	5
	2024	4
~~Oklahoma~~	202 ~~2~~ <u>5</u>	2
Oklahoma	2023	2
	2024	0
~~Oregon~~	202 ~~2~~ <u>5</u>	~~1~~ <u>0</u>
Oregon	2023	0
	2024	0
~~Pennsylvania~~	202 ~~2~~ <u>5</u>	0
Pennsylvania	2023	3
	2024	1

State	Year	Number of Transfers
~~Rhode Island~~	202 ~~2~~ <u>5</u>	0
<u>Rhode Island</u>	2023	0
	2024	0
~~South Carolina~~	202 ~~2~~ <u>5</u>	~~2~~ <u>0</u>
<u>South Carolina</u>	2023	1
	2024	8
~~South Dakota~~	202 ~~2~~ <u>5</u>	1
<u>South Dakota</u>	2023	1
	2024	3
~~Tennessee~~	202 ~~2~~ <u>5</u>	~~2~~ <u>0</u>
<u>Tennessee</u>	2023	1
	2024	0
~~Texas~~	202 ~~2~~ <u>5</u>	~~6~~ <u>2</u>
<u>Texas</u>	2023	14
	2024	9
~~Utah~~	202 ~~2~~ <u>5</u>	~~1~~ <u>6</u>
<u>Utah</u>	2023	1
	2024	3
~~Vermont~~	202 ~~2~~ <u>5</u>	0
<u>Vermont</u>	2023	0
	2024	0
~~Virginia~~	202 ~~2~~ <u>5</u>	0
<u>Virginia</u>	2023	3
	2024	2
~~Washington~~	202 ~~2~~ <u>5</u>	~~1~~ <u>2</u>
<u>Washington</u>	2023	0
	2024	1
~~West Virginia~~	202 ~~2~~ <u>5</u>	~~0~~ <u>3</u>
<u>West Virginia</u>	2023	1
	2024	0
~~Wisconsin~~	202 ~~2~~ <u>5</u>	0
<u>Wisconsin</u>	2023	2
	2024	0
~~Wyoming~~	202 ~~2~~ <u>5</u>	~~0~~ <u>2</u>
<u>Wyoming</u>	2023	0
	2024	0
~~Total~~	202 ~~2~~ <u>5</u>	~~92~~ <u>1</u>
<u>Total</u>	2023	77
	2024	81
	<u>2025</u>	<u>54</u>

Table No. 3

STATUS OF FRANCHISED OUTLETS

For Fiscal Years Ending December 31, 2022²³, December 31, 2023³⁴, and December 31, 2024⁴⁵

If multiple events occurred affecting an outlet, this table shows the event that occurred last in time. Additionally, as the nature of the tax business is seasonal, many of our offices operate on a seasonal basis and shut down each year during the off season.

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Franchised Stores Operating at Year End
~~Alabama~~	~~2022~~	~~22~~	~~3~~	~~1~~	~~0~~	~~0~~	~~1~~	~~23~~
Alabama	2023	23	3	1	1	0	1	23
	2024	23	0	1	0	0	0	22
~~Alaska~~	~~2022⁵~~	~~7²²~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~7²²~~
Alaska	2023	7	0	0	0	0	2	5
	2024	5	0	0	0	0	0	5
~~Arizona~~	~~2022⁵~~	~~47⁵~~	~~0~~	~~5²~~	~~10~~	~~0~~	~~10~~	~~40³~~
Arizona	2023	40	1	2	0	0	3	36
	2024	36	0	1	1	0	0	34
~~Arkansas~~	~~2022⁵~~	~~23³⁴~~	~~1~~	~~0~~	~~0²~~	~~0¹~~	~~0¹~~	~~24³¹~~
Arkansas	2023	24	2	1	0	0	1	24
	2024	24	0	2	0	0	0	22
~~California~~	~~2022⁵~~	~~233²²~~	~~40~~	~~110~~	~~50~~	~~10~~	~~20~~	~~218²²~~
California	2023	218	1	10	3	0	7	199
	2024	199	1	5	2	4	5	184
~~Colorado~~	~~2022⁵~~	~~341⁸⁴~~	~~0~~	~~0²~~	~~23~~	~~0¹~~	~~0²~~	~~321⁷⁶~~
Colorado	2023	32	0	6	0	0	1	25
	2024	25	0	2	1	0	0	22
~~Connecticut~~	~~2022⁵~~	~~28²²~~	~~0~~	~~0¹~~	~~0~~	~~0~~	~~0~~	~~28²¹~~
Connecticut	2023	28	0	0	0	0	0	28
	2024	28	1	2	1	0	0	26
~~Delaware~~	~~2022⁵~~	~~9²⁶~~	~~0~~	~~20~~	~~0~~	~~0~~	~~0~~	~~7²⁶~~
Delaware	2023	7	0	0	0	0	0	7
	2024	7	1	0	0	0	1	7
~~District of Columbia~~	~~2022⁵~~	~~4⁷~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~4⁷~~
District of Columbia	2023	4	0	1	0	0	1	2
	2024	2	0	0	0	0	0	2
~~Florida~~	~~2022⁵~~	~~126²~~	~~50~~	~~140~~	~~0~~	~~0~~	~~50~~	~~112²~~
Florida	2023	112	4	13	4	0	2	97
	2024	97	4	1	3	0	4	93
~~Georgia~~	~~2022⁵~~	~~60⁹³~~	~~32~~	~~3~~	~~0²~~	~~0³~~	~~23~~	~~58⁸⁴~~
Georgia	2023	58	0	9	1	0	1	47
	2024	47	2	3	1	1	1	43
~~Hawaii~~	~~2022⁵~~	~~5⁴³~~	~~0¹~~	~~0³~~	~~0¹~~	~~0³~~	~~0¹~~	~~5³⁶~~
Hawaii	2023	5	0	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Franchised Stores Operating at Year End
	2024	5	0	0	0	0	1	4
~~Idaho~~	202 ~~2~~ <u>5</u>	~~1~~ <u>2</u> <u>4</u>	0	0	~~1~~ <u>0</u>	0	0	~~1~~ <u>4</u>
<u>Idaho</u>	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11
~~Illinois~~	202 ~~2~~ <u>5</u>	~~7~~ <u>0</u> <u>1</u> <u>1</u>	~~6~~ <u>1</u>	~~1~~ <u>0</u>	~~1~~ <u>0</u>	0	~~2~~ <u>0</u>	~~7~~ <u>2</u> <u>1</u> <u>2</u>
<u>Illinois</u>	2023	72	1	1	1	0	0	71
	2024	71	0	0	1	0	1	69
~~Indiana~~	202 ~~2~~ <u>5</u>	~~3~~ <u>0</u> <u>6</u> <u>9</u>	~~0~~ <u>1</u>	~~1~~ <u>0</u>	1	~~0~~ <u>2</u>	0	~~2~~ <u>8</u> <u>6</u> <u>7</u>
<u>Indiana</u>	2023	28	0	1	0	0	2	25
	2024	25	1	1	0	0	0	25
~~Iowa~~	202 ~~2~~ <u>5</u>	~~1~~ <u>2</u> <u>2</u> <u>5</u>	~~0~~ <u>1</u>	~~2~~ <u>1</u>	~~0~~ <u>1</u>	0	0	~~1~~ <u>0</u> <u>2</u> <u>4</u>
<u>Iowa</u>	2023	10	0	2	0	0	0	8
	2024	8	0	0	1	0	0	7
~~Kansas~~	202 ~~2~~ <u>5</u>	~~1~~ <u>3</u> <u>7</u>	~~1~~ <u>0</u>	~~1~~ <u>0</u>	0	0	0	~~1~~ <u>3</u> <u>7</u>
<u>Kansas</u>	2023	13	0	0	0	0	1	12
	2024	12	0	1	0	0	0	11
~~Kentucky~~	202 ~~2~~ <u>5</u>	~~1~~ <u>4</u> <u>1</u> <u>1</u>	0	1	0	0	~~0~~ <u>1</u>	~~1~~ <u>3</u> <u>9</u>
<u>Kentucky</u>	2023	13	0	0	0	0	0	13
	2024	13	1	0	0	0	0	14
~~Louisiana~~	202 ~~2~~ <u>5</u>	~~2~~ <u>0</u> <u>1</u> <u>4</u>	~~2~~ <u>1</u>	~~5~~ <u>1</u>	~~1~~ <u>0</u>	0	0	~~1~~ <u>6</u> <u>1</u> <u>4</u>
<u>Louisiana</u>	2023	16	0	1	0	0	1	14
	2024	14	1	0	0	0	1	14
~~Maine~~	202 ~~2~~ <u>5</u>	~~1~~ <u>1</u> <u>4</u>	0	~~0~~ <u>4</u>	~~0~~ <u>1</u>	0	0	~~1~~ <u>9</u>
<u>Maine</u>	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Maryland~~	202 ~~2~~ <u>5</u>	~~2~~ <u>0</u> <u>1</u>	~~2~~ <u>0</u>	0	~~2~~ <u>0</u>	0	~~2~~ <u>0</u>	~~1~~ <u>8</u> <u>1</u>
<u>Maryland</u>	2023	18	0	0	0	0	1	17
	2024	17	1	0	0	0	2	16
~~Massachu-setts~~	202 ~~2~~ <u>5</u>	~~5~~ <u>7</u> <u>1</u> <u>6</u>	~~1~~ <u>0</u>	0	~~1~~ <u>0</u>	0	0	~~5~~ <u>7</u> <u>1</u> <u>6</u>
<u>Massachusetts</u>	2023	57	2	1	1	0	0	57
	2024	57	0	0	0	0	1	56
~~Michigan~~	202 ~~2~~ <u>5</u>	~~9~~ <u>2</u> <u>5</u> <u>6</u>	~~0~~ <u>1</u>	~~2~~ <u>6</u> <u>2</u>	~~1~~ <u>2</u>	0	~~1~~ <u>0</u>	~~6~~ <u>4</u> <u>5</u> <u>3</u>
<u>Michigan</u>	2023	64	0	1	0	0	0	63
	2024	63	0	1	3	1	2	56
~~Minnesota~~	202 ~~2~~ <u>5</u>	~~2~~ <u>7</u> <u>5</u> <u>6</u>	0	~~1~~ <u>0</u>	~~0~~ <u>2</u>	0	~~0~~ <u>1</u>	~~2~~ <u>6</u> <u>5</u> <u>3</u>
<u>Minnesota</u>	2023	26	0	1	0	0	0	25
	2024	25	1	0	0	0	0	26
~~Mississippi~~	202 ~~2~~ <u>5</u>	~~1~~ <u>4</u> <u>2</u> <u>6</u>	~~6~~ <u>0</u>	~~0~~ <u>2</u>	~~1~~ <u>0</u>	0	~~1~~ <u>0</u>	~~1~~ <u>8</u> <u>2</u> <u>4</u>
<u>Mississippi</u>	2023	18	0	12	0	0	0	6
	2024	6	1	2	0	1	0	4
~~Missouri~~	202 ~~2~~ <u>5</u>	~~4~~ <u>4</u> <u>4</u>	~~4~~ <u>0</u>	~~0~~ <u>1</u>	0	0	~~3~~ <u>0</u>	~~4~~ <u>5</u> <u>3</u>
<u>Missouri</u>	2023	45	0	1	0	0	0	44
	2024	44	0	~~4~~ <u>3</u>	0	0	0	~~4~~ <u>0</u> <u>4</u> <u>1</u>
~~Montana~~	202 ~~2~~ <u>5</u>	~~2~~ <u>4</u> <u>0</u>	~~0~~ <u>1</u>	~~1~~ <u>6</u>	0	~~0~~ <u>3</u>	~~0~~ <u>3</u>	~~1~~ <u>2</u> <u>9</u>
<u>Montana</u>	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Nebraska~~	202 ~~2~~ <u>5</u>	~~8~~ <u>1</u>	0	0	0	0	~~1~~ <u>0</u>	~~7~~ <u>1</u>

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Franchised Stores Operating at Year End
~~Nebraska~~	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
~~Nevada~~	2022 ~~5~~	~~24~~ <u>7</u>	~~4~~ <u>0</u>	0	0	0	~~4~~ <u>0</u>	~~24~~ <u>7</u>
~~Nevada~~	2023	24	0	1	1	0	0	22
	2024	22	3	1	1	0	0	23
~~New-Hampshire~~	2022 ~~5~~	~~6~~ <u>23</u>	~~0~~ <u>1</u>	0	0	~~0~~ <u>1</u>	0	~~6~~ <u>23</u>
~~New Hampshire~~	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
~~New Jersey~~	2022 ~~5~~	~~41~~ <u>6</u>	~~4~~ <u>0</u>	0	~~4~~ <u>0</u>	0	0	~~41~~ <u>6</u>
~~New Jersey~~	2023	41	0	0	0	0	0	41
	2024	41	0	8	2	0	2	29
~~New Mexico~~	2022 ~~5~~	~~13~~ <u>29</u>	0	~~0~~ <u>1</u>	0	~~0~~ <u>1</u>	~~0~~ <u>1</u>	~~13~~ <u>26</u>
~~New Mexico~~	2023	13	0	1	1	0	0	11
	2024	11	0	0	0	0	0	11
~~New York~~	2022 ~~5~~	~~124~~ <u>11</u>	~~20~~	~~13~~ <u>1</u>	~~20~~	0	~~3~~ <u>1</u>	~~108~~ <u>9</u>
~~New York~~	2023	108	1	3	3	0	7	96
	2024	96	1	9	3	2	2	81
~~North Carolina~~	2022 ~~5~~	~~113~~ <u>81</u>	~~9~~ <u>2</u>	3	~~4~~ <u>3</u>	0	~~4~~ <u>2</u>	~~117~~ <u>75</u>
~~North Carolina~~	2023	117	3	1	2	0	0	117
	2024	117	1	3	2	0	3	110
~~North-Dakota~~	2022 ~~5~~	~~1~~ <u>10</u>	0	~~4~~ <u>3</u>	~~0~~ <u>4</u>	~~0~~ <u>2</u>	~~0~~ <u>3</u>	~~9~~ <u>98</u>
~~North Dakota~~	2023	9	0	0	0	0	1	8
	2024	8	0	0	0	0	1	7
~~Ohio~~	2022 ~~5~~	~~89~~ <u>7</u>	~~20~~	~~30~~	~~41~~	0	0	~~84~~ <u>6</u>
~~Ohio~~	2023	84	0	1	0	0	1	82
	2024	82	3	1	2	0	0	82
~~Oklahoma~~	2022 ~~5~~	~~35~~ <u>82</u>	~~20~~	~~32~~	~~04~~	~~04~~	~~02~~	~~34~~ <u>70</u>
~~Oklahoma~~	2023	34	0	4	0	0	2	28
	2024	28	0	0	2	0	0	26
~~Oregon~~	2022 ~~5~~	~~19~~ <u>26</u>	0	~~04~~	~~03~~	~~01~~	~~01~~	~~19~~ <u>17</u>
~~Oregon~~	2023	19	0	0	1	0	0	18
	2024	18	1	0	0	0	0	19
~~Pennsylvania~~	2022 ~~5~~	~~70~~ <u>19</u>	~~40~~	~~01~~	0	0	~~21~~	~~72~~ <u>17</u>
~~Pennsylvania~~	2023	72	0	0	0	0	2	70
	2024	70	2	6	1	0	1	64
~~Rhode Island~~	2022 ~~5~~	~~10~~ <u>64</u>	~~0~~ <u>3</u>	0	0	0	~~01~~	~~10~~ <u>66</u>
~~Rhode Island~~	2023	10	0	0	0	0	1	9
	2024	9	0	0	0	0	0	9
~~South-Carolina~~	2022 ~~5~~	~~60~~ <u>9</u>	~~4~~ <u>0</u>	0	~~4~~ <u>0</u>	0	~~4~~ <u>0</u>	~~59~~ <u>9</u>
~~South Carolina~~	2023	59	0	0	0	0	0	59
	2024	59	0	6	1	0	3	49
~~South-~~	2022 ~~5~~	~~74~~ <u>9</u>	~~01~~	~~43~~	0	~~07~~	0	~~64~~ <u>0</u>

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Franchised Stores Operating at Year End
~~Dakota~~								
<u>South Dakota</u>	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
~~Tennessee~~	202 ~~2~~ <u>5</u>	~~38~~ <u>6</u>	~~40~~	~~40~~	0	0	0	~~41~~ <u>6</u>
<u>Tennessee</u>	2023	41	0	1	0	0	1	39
	2024	39	0	4	1	0	0	34
~~Texas~~	202 ~~2~~ <u>5</u>	~~265~~ <u>34</u>	~~61~~	~~142~~	~~51~~	~~20~~	~~170~~	~~236~~ <u>32</u>
<u>Texas</u>	2023	236	5	23	9	0	13	196
	2024	196	6	6	8	3	4	181
~~Utah~~	202 ~~2~~ <u>5</u>	~~151~~ <u>181</u>	~~03~~	~~011~~	~~03~~	~~011~~	~~43~~	~~141~~ <u>156</u>
<u>Utah</u>	2023	14	0	0	0	0	0	14
	2024	14	0	0	0	0	0	14
~~Vermont~~	202 ~~2~~ <u>5</u>	~~114~~	~~40~~	0	0	0	0	~~214~~
<u>Vermont</u>	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
~~Virginia~~	202 ~~2~~ <u>5</u>	~~66~~ <u>2</u>	~~30~~	~~30~~	0	0	~~30~~	~~62~~ <u>2</u>
<u>Virginia</u>	2023	62	0	5	0	0	0	57
	2024	57	2	2	1	0	1	55
~~Washington~~	202 ~~2~~ <u>5</u>	~~40~~ <u>55</u>	1	~~01~~	~~42~~	~~02~~	1	~~39~~ <u>50</u>
<u>Washington</u>	2023	39	0	15	0	0	0	24
	2024	24	0	0	0	0	1	23
~~West Virginia~~	202 ~~2~~ <u>5</u>	~~19~~ <u>23</u>	0	0	0	0	~~20~~	~~17~~ <u>23</u>
<u>West Virginia</u>	2023	17	0	0	0	0	0	17
	2024	17	0	1	0	0	1	15
~~Wisconsin~~	202 ~~2~~ <u>5</u>	~~18~~ <u>15</u>	~~40~~	~~40~~	0	0	~~20~~	~~16~~ <u>15</u>
<u>Wisconsin</u>	2023	16	0	0	2	0	0	14
	2024	14	0	0	0	0	0	14
~~Wyoming~~	202 ~~2~~ <u>5</u>	~~414~~	0	~~01~~	0	~~01~~	0	~~412~~
<u>Wyoming</u>	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
TOTALS	202 ~~2~~ <u>5</u>	~~212~~ <u>14</u>	~~750~~	~~1150~~	~~322~~	~~30~~	~~550~~	~~1991~~ <u>2</u>
TOTALS	2023	1991	23	119	30	0	52	1813
	2024	1813	34	73	38	12	38	1686
	2025	1686	22	62	38	43	28	1537

If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.—
Additionally, as the nature of the tax business is seasonal, many of our offices operate on a seasonal basis and shut down each year during the off season.—

Table No. 4

STATUS OF COMPANY-OWNED OUTLETS

For Fiscal Years Ending December 31, 202~~23~~3, December 31, 202~~34~~4 and December 31, 202~~45~~5

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
~~Alabama~~	~~2022~~	~~2~~	~~0~~	~~0~~	~~1~~	~~1~~	~~0~~
Alabama	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Alaska~~	~~2022~~ ~~5~~	0	0	0	0	0	0
Alaska	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Arizona~~	~~2022~~ ~~5~~	~~2~~ ~~0~~	0	0	0	0	~~2~~ ~~0~~
Arizona	2023	2	1	0	2	0	1
	2024	1	0	0	0	0	1
~~Arkansas~~	~~2022~~ ~~5~~	~~2~~ ~~1~~	~~0~~ ~~5~~	~~0~~ ~~1~~	0	0	~~2~~ ~~7~~
Arkansas	2023	2	0	0	1	0	1
	2024	1	0	0	0	0	1
~~California~~	~~2022~~ ~~5~~	~~7~~ ~~1~~	~~3~~ ~~0~~	~~1~~ ~~0~~	~~1~~ ~~0~~	~~1~~ ~~0~~	~~9~~ ~~1~~
California	2023	9	0	0	9	0	0
	2024	~~1~~ ~~0~~	0	~~0~~ ~~4~~	0	0	~~1~~ ~~4~~
~~Colorado~~	~~2022~~ ~~5~~	~~2~~ ~~4~~	0	~~0~~ ~~1~~	0	0	~~2~~ ~~5~~
Colorado	2023	2	1	0	0	0	3
	2024	3	1	0	0	0	4
~~Connecticut~~	~~2022~~ ~~5~~	~~0~~ ~~4~~	0	0	0	0	~~0~~ ~~4~~
Connecticut	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Delaware~~	~~2022~~ ~~5~~	0	0	0	0	0	0
Delaware	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Florida~~	~~2022~~ ~~5~~	~~3~~ ~~0~~	~~2~~ ~~0~~	0	0	~~3~~ ~~0~~	~~2~~ ~~0~~
Florida	2023	2	0	0	2	0	0
	2024	0	0	0	0	0	0
~~Georgia~~	~~2022~~ ~~5~~	~~1~~ ~~0~~ ~~0~~	0	~~0~~ ~~3~~	0	~~2~~ ~~0~~	~~8~~ ~~3~~
Georgia	2023	8	0	0	7	0	1
	2024	1	0	1	0	0	2
~~Hawaii~~	~~2022~~ ~~5~~	2	0	~~0~~ ~~3~~	0	~~0~~ ~~1~~	~~2~~ ~~4~~
Hawaii	2023	2	0	0	1	0	1
	2024	1	0	0	0	0	1
~~Idaho~~	~~2022~~ ~~5~~	1	0	0	0	0	1
Idaho	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
~~Illinois~~	~~2022~~ ~~5~~	~~4~~ ~~1~~	0	0	0	~~4~~ ~~0~~	~~0~~ ~~1~~
Illinois	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Indiana~~	~~2022~~ ~~5~~	~~5~~ ~~0~~	0	~~0~~ ~~2~~	0	0	~~5~~ ~~2~~
Indiana	2023	5	0	0	2	0	3
	2024	3	0	0	0	0	3
~~Iowa~~	~~2022~~ ~~5~~	~~1~~ ~~3~~	0	0	0	0	~~1~~ ~~3~~
Iowa	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
~~Kansas~~	~~2022~~ ~~5~~	~~2~~ ~~1~~	0	0	0	0	~~2~~ ~~1~~
Kansas	2023	2	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2024	2	0	0	0	0	2
~~Kentucky~~	2022 ~~5~~	~~6~~ 2	0	0	~~4~~ 0	0	~~5~~ 2
<u>Kentucky</u>	2023	5	0	0	3	0	2
	2024	2	0	0	0	1	1
~~Louisiana~~	2022 ~~5~~	1	0	0	0	~~4~~ 0	~~0~~ 1
<u>Louisiana</u>	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Maine~~	2022 ~~5~~	0	0	0	0	0	0
<u>Maine</u>	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Maryland~~	2022 ~~5~~	~~2~~ 0	0	0	~~4~~ 0	0	~~4~~ 0
<u>Maryland</u>	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
~~Massachu- setts~~	2022 ~~5~~	~~0~~ 1	0	0	0	0	~~0~~ 1
<u>Massachusetts</u>	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Michigan~~	2022 ~~5~~	~~2~~ 0	~~5~~ 0	0	0	0	~~7~~ 0
<u>Michigan</u>	2023	7	0	0	1	0	6
	2024	6	0	1	1	0	6
~~Minnesota~~	2022 ~~5~~	~~4~~ 6	0	0	0	0	~~4~~ 6
<u>Minnesota</u>	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
~~Mississippi-~~	2022 ~~5~~	~~0~~ 1	0	0	0	0	~~0~~ 1
<u>Mississippi</u>	2023	0	0	0	0	0	0
	2024	0	0	1	0	0	1
~~Missouri~~	2022 ~~5~~	~~3~~ 1	0	0	0	~~2~~ 0	1
<u>Missouri</u>	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
~~Montana~~	2022 ~~5~~	~~0~~ 1	~~0~~ 1	~~0~~ 3	0	0	~~0~~ 5
<u>Montana</u>	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Nebraska~~	2022 ~~5~~	0	0	0	0	0	0
<u>Nebraska</u>	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Nevada~~	2022 ~~5~~	~~4~~ 0	0	0	0	~~4~~ 0	0
<u>Nevada</u>	2023	0	1	0	0	0	1
	2024	1	0	0	0	1	0
~~New Hampshire~~	2022 ~~5~~	0	0	~~0~~ 1	0	0	~~0~~ 1
<u>New Hampshire</u>	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~New Jersey~~	2022 ~~5~~	~~3~~ 0	0	0	0	~~4~~ 0	~~2~~ 0
<u>New Jersey</u>	2023	2	0	0	2	0	0
	2024	0	0	0	0	0	0
~~New Mexico~~	2022 ~~5~~	~~5~~ 0	~~2~~ 0	~~0~~ 1	~~4~~ 0	0	~~6~~ 1
<u>New Mexico</u>	2023	6	0	0	4	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2024	2	0	0	0	0	2
~~New York~~	2022 ~~5~~	~~14~~ <u>2</u>	~~10~~	0	~~40~~	~~20~~	~~92~~
<u>New York</u>	2023	9	0	0	7	0	2
	2024	2	1	2	0	0	5
~~North Carolina~~	2022 ~~5~~	~~7~~ <u>5</u>	~~0~~ <u>1</u>	0	~~12~~	~~51~~	~~13~~
<u>North Carolina</u>	2023	1	0	0	1	0	0
	2024	0	0	0	0	0	0
~~North Dakota~~	2022 ~~5~~	0	0	~~0~~ <u>2</u>	0	0	~~0~~ <u>2</u>
<u>North Dakota</u>	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Ohio~~	2022 ~~5~~	~~30~~	~~20~~	0	~~10~~	~~20~~	~~20~~
<u>Ohio</u>	2023	2	0	0	1	0	1
	2024	1	0	0	0	0	1
~~Oklahoma~~	2022 ~~5~~	~~0~~ <u>1</u>	~~10~~	~~0~~ <u>4</u>	0	0	~~15~~
<u>Oklahoma</u>	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
~~Oregon~~	2022 ~~5~~	~~3~~ <u>1</u>	0	~~0~~ <u>1</u>	0	0	~~3~~ <u>2</u>
<u>Oregon</u>	2023	3	0	0	1	0	2
	2024	2	0	0	1	0	1
~~Pennsylvania~~	2022 ~~5~~	~~4~~ <u>1</u>	~~10~~	0	0	0	~~51~~
<u>Pennsylvania</u>	2023	5	0	0	3	0	2
	2024	2	0	0	0	0	2
~~Puerto Rico~~	2022 ~~5~~	~~0~~ <u>2</u>	~~0~~ <u>1</u>	0	0	0	~~0~~ <u>3</u>
<u>Puerto Rico</u>	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Rhode Island~~	2022 ~~5~~	0	0	0	0	0	0
<u>Rhode Island</u>	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~South Carolina~~	2022 ~~5~~	~~20~~	~~10~~	0	0	0	~~30~~
<u>South Carolina</u>	2023	3	0	0	2	0	1
	2024	1	1	0	0	0	2
~~South Dakota~~	2022 ~~5~~	~~0~~ <u>2</u>	0	~~0~~ <u>7</u>	0	0	~~0~~ <u>9</u>
<u>South Dakota</u>	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~Tennessee~~	2022 ~~5~~	~~130~~	0	0	~~20~~	~~30~~	~~80~~
<u>Tennessee</u>	2023	8	0	0	7	0	1
	2024	1	0	0	0	0	1
~~Texas~~	2022 ~~5~~	1	~~42~~	~~20~~	0	0	~~73~~
<u>Texas</u>	2023	7	2	0	3	0	6
	2024	6	0	3	2	1	6
~~Utah~~	2022 ~~5~~	~~16~~	0	~~0~~ <u>11</u>	0	0	~~117~~
<u>Utah</u>	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
~~Vermont~~	2022 ~~5~~	1	0	0	0	~~10~~	~~0~~ <u>1</u>
<u>Vermont</u>	2023	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2024	0	0	0	0	0	0
~~Virginia~~	2022 ~~5~~	~~8~~ <u>0</u>	0	0	0	~~3~~ <u>0</u>	~~5~~ <u>0</u>
<u>Virginia</u>	2023	5	1	0	1	0	5
	2024	5	1	0	0	1	5
~~Washington~~	2022 ~~5~~	~~8~~ <u>5</u>	0	~~0~~ <u>2</u>	0	~~0~~ <u>1</u>	~~8~~ <u>6</u>
<u>Washington</u>	2023	8	15	0	3	0	20
	2024	20	0	0	1	0	19
~~Washington, DC~~	2022 ~~5~~	~~0~~ <u>19</u>	0	0	0	0	~~0~~ <u>19</u>
<u>Washington, DC</u>	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
~~West Virginia~~	2022 ~~5~~	~~1~~ <u>0</u>	0	0	0	0	~~1~~ <u>0</u>
<u>West Virginia</u>	2023	1	0	0	1	0	0
	2024	0	0	0	0	0	0
~~Wisconsin~~	2022 ~~5~~	~~1~~ <u>0</u>	0	0	0	~~1~~ <u>0</u>	0
<u>Wisconsin</u>	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
~~Wyoming~~	2022 ~~5~~	1	0	~~0~~ <u>1</u>	0	0	~~1~~ <u>2</u>
<u>Wyoming</u>	2023	1	0	0	0	0	1
	2024	1	0	0	1	0	0
Total	2022 ~~5~~	~~13~~ <u>50</u>	~~22~~ <u>0</u>	~~3~~ <u>0</u>	~~13~~ <u>0</u>	~~33~~ <u>0</u>	~~11~~ <u>40</u>
	2023	114	22	0	64	0	72
Total	2024	72	4	12	6	4	78
	2025	78	10	43	2	3	126

Table No. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 202~~4~~5, FOR 2026

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	0	0
Alaska	~~1~~ <u>0</u>	0	0
Arizona	~~5~~ <u>3</u>	~~1~~ <u>2</u>	~~1~~ <u>2</u>
Arkansas	0	0	~~1~~ <u>0</u>
California	~~6~~ <u>8</u>	~~2~~ <u>1</u>	~~4~~ <u>0</u>
Colorado	0	~~0~~ <u>1</u>	~~4~~ <u>3</u>
Connecticut	~~1~~ <u>0</u>	~~0~~ <u>1</u>	~~0~~ <u>2</u>
D. of Columbia	1	0	0
Delaware	~~1~~ <u>0</u>	~~0~~ <u>1</u>	0
Florida	~~4~~ <u>5</u>	~~2~~ <u>4</u>	~~0~~ <u>4</u>
Georgia	~~0~~ <u>2</u>	1	~~1~~ <u>0</u>
Hawaii	~~1~~ <u>0</u>	0	~~1~~ <u>0</u>
Idaho	0	0	~~1~~ <u>0</u>

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Illinois	~~1~~ <u>2</u>	1	0
Indiana	~~1~~ <u>0</u>	~~1~~ <u>0</u>	~~3~~ <u>0</u>
Iowa	0	0	~~1~~ <u>0</u>
Kansas	~~1~~ <u>0</u>	0	~~2~~ <u>4</u>
Kentucky	0	~~0~~ <u>1</u>	1
Louisiana	1	0	0
Maine	0	0	0
Maryland	~~2~~ <u>1</u>	0	~~1~~ <u>0</u>
Massachusetts	~~1~~ <u>0</u>	~~1~~ <u>0</u>	~~0~~ <u>2</u>
Michigan	1	~~1~~ <u>2</u>	~~6~~ <u>2</u>
Minnesota	0	~~0~~ <u>1</u>	~~1~~ <u>0</u>
Mississippi	0	0	~~1~~ <u>0</u>
Missouri	~~3~~ <u>6</u>	~~0~~ <u>1</u>	~~1~~ <u>0</u>
Montana	0	0	0
Nebraska	~~1~~ <u>0</u>	0	0
Nevada	0	1	0
New Hampshire	0	0	0
New Jersey	~~2~~ <u>1</u>	0	0
New Mexico	0	~~1~~ <u>0</u>	~~2~~ <u>0</u>
New York	~~4~~ <u>6</u>	0	~~9~~ <u>0</u>
North Carolina	~~5~~ <u>4</u>	2	~~0~~ <u>3</u>
North Dakota	0	0	0
Ohio	1	~~2~~ <u>1</u>	~~1~~ <u>2</u>
Oklahoma	~~0~~ <u>1</u>	~~1~~ <u>0</u>	~~1~~ <u>0</u>
Oregon	0	~~0~~ <u>1</u>	~~1~~ <u>0</u>
Pennsylvania	~~0~~ <u>1</u>	~~0~~ <u>1</u>	2
Rhode Island	~~1~~ <u>0</u>	0	0
South Carolina	~~0~~ <u>1</u>	1	~~2~~ <u>4</u>
South Dakota	0	0	0
Tennessee	~~4~~ <u>3</u>	0	~~1~~ <u>0</u>
Texas	~~12~~ <u>10</u>	2	~~6~~ <u>4</u>
Utah	~~1~~ <u>0</u>	0	1
Vermont	0	0	0
Virginia	~~2~~ <u>1</u>	0	~~5~~ <u>0</u>
Washington	~~1~~ <u>0</u>	~~1~~ <u>0</u>	~~19~~ <u>0</u>
West Virginia	0	0	0
Wisconsin	0	0	1
Wyoming	0	0	0
TOTALS	~~65~~ <u>59</u>	~~21~~ <u>26</u>	~~84~~ <u>37</u>

Exhibit G-1 contains the names of all current franchisees and the addresses and telephone numbers of their outlets as of December 31, 2024⁴⁵. Exhibit G-2 contains a list of the last known home address and telephone number of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently complete fiscal year, or who has not communicated with us within ten weeks (10) of the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances during the last three years, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Exhibit J lists the names, addresses, telephone numbers, e-mail address, and Web address of (1) each trademark-specific franchisee organization associated with the franchise system being offered which we have created, sponsored, or endorsed and/or (2) each independent franchisee association that has asked to be included in this disclosure document.

We encourage our existing franchisees and others to refer potential franchisees to us and to cooperate with potential franchisees by responding to questions or inquiries they may have. To compensate for the time expended, we may pay an existing franchisee or another person up to \$3,000 if they refer a new franchisee to us.

ITEM 21 FINANCIAL STATEMENTS

Exhibit H contains the following for our indirect parent LT Holdco, LLC:

1. The audited Consolidated Financial Statements of LT Holdco, LLC as of December 31, 2024⁴⁵ (Successor) and December 31, 2023³⁴ (~~Prede~~^{Successor}) and for the Year Ended December 31, 2024⁴⁵ (Successor), Year Ended December 31, 2023³⁴ (~~Prede~~^{Successor}), and the Year Ended December 31, 2022²³ (Predecessor).

2. The Guarantee of Performances by LT Holdco, LLC of our obligations under the Franchise Agreements into which we enter.

We and LT Holdco share the same fiscal year, which changed to December 31 each year on July 2, 2021.

ITEM 22 CONTRACTS

Franchise Agreement - Exhibit B

Promissory Notes - Exhibit C

Republic Bank Easy Advance ERO Agreement, JTHF, RBT and ERO Program Services Agreement - Exhibit D-1

Software License Agreement - Exhibit D-2

Renewal & Release Forms - Exhibit D-3

Confidentiality Agreement - Exhibit D-4

Franchisee Card Program Agreement - Exhibit D-5

Purchase and Sale Agreements and Transfer and Release Forms - Exhibit E

Confidentiality Agreement IOT - Exhibit I

ITEM 23
RECEIPTS

Exhibit K contains a Receipt for our Disclosure Document.

EXHIBIT A
STATE DISCLOSURE DOCUMENT ADDENDA

EXHIBIT A

ADDENDUM APPLICABLE IN THE FRANCHISE REGISTRATION STATES

Required NASAA Statement. The following only applies in *California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin*: 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.

CALIFORNIA ADDENDUM TO THE DISCLOSURE DOCUMENT

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.

The “Risk Factors” on the second page of the Disclosure Document is amended to also include the following:

WE HAVE THE RIGHT ANY YEAR BETWEEN MAY 1 AND AUGUST 31 TO BUY BACK YOUR FRANCHISE FOR THE GREATER OF \$150,000 OR 200% OF GROSS RECEIPTS FOR THE PRIOR TWELVE MONTHS.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT AT LEAST 14 DAYS BEFORE YOU SIGN THE FRANCHISE AGREEMENT.

WE MAY PAY AN EXISTING FRANCHISEE OR ANOTHER PERSON \$1,000 - \$10,000 WHO REFERS A NEW FRANCHISEE TO US.

In California, tax preparers (except cpas, attorneys, enrolled agents and the employees of all such persons) are required to obtain a bond in the amount of \$5,000.

Item 3 of the Disclosure Document is amended by adding the following paragraph:

Neither we nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

Item 10 of the Disclosure Document is supplemented with the following language:

We will comply with all appropriate laws governing any direct financing offered by us to you including, if applicable, the California Finance Lenders Law.

Item 17 of the Disclosure Document is amended by adding the following paragraphs:

California Business and Professions Code sections 20000 through 20043 provide rights to the franchisee 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 franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law 11 U.S.C. Sec. 101 et seq.

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

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires application of the laws of the state of Virginia. This provision may not be enforceable under California law.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

YOU MUST SIGN A GENERAL RELEASE OF CLAIM IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

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.

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.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO
THE HAWAII FRANCHISE INVESTMENT LAW**

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

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

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

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 ADDENDUM TO THE DISCLOSURE DOCUMENT

Illinois law governs the Franchise Agreement.

Franchisees' rights upon Termination and Non-Renewal are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, arbitration may take place outside of Illinois.

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

ITEM 3 OF THE DISCLOSURE DOCUMENT DISCLOSES EXTENSIVE LITIGATION RELATED TO THIS FRANCHISOR.

ITEM 12 IN THE DISCLOSURE DOCUMENT REQUIRES YOU TO AGREE TO FRANCHISOR'S ABILITY TO "RE-SIZE" THE TERRITORY THAT YOU ARE GRANTED FOR YOUR FRANCHISED BUSINESS.

"NATIONAL ACCOUNTS" EXIST IN THIS FRANCHISE SYSTEM. FRANCHISOR RESERVES THE RIGHT TO ESTABLISH, IDENTIFY AND SERVICE "NATIONAL ACCOUNTS" WITHIN YOUR TERRITORY. FRANCHISOR OR ITS AFFILIATE(S) MAY PROVIDE PRODUCTS AND SERVICES TO A "NATIONAL ACCOUNT" WITH NO COMPENSATION PAID TO YOU.

SINCE 2021, FIVE (5) ILLINOIS FRANCHISES HAVE BEEN TERMINATED BY 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.

INDIANA ADDENDUM TO THE DISCLOSURE DOCUMENT

If any of the terms of the Disclosure Document are inconsistent with the terms below, the terms herein control.

1. **INDIANA LAW CONTROLS AS TO INDIANA FRANCHISEES.**

2. Item 1 is modified to provide that our agent for service of process in Indiana is Agent, Secretary of State, 201 State House, 200 West Washington Street, Indianapolis, Indiana 46204.

3. Item 8 is modified by addition of the following:

We will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

4. Item 17c is modified such that the general release will not apply to any liabilities arising under Indiana Code §23-2-2.7

5. Item 17w is superseded to instead provide that Indiana law governs.

MARYLAND ADDENDUM TO THE DISCLOSURE DOCUMENT

If any of the terms of the Disclosure Document are inconsistent with the terms below, the terms herein control.

1. Item 5 is modified to include the following:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

2. Item 17b is modified to provide that the general release required as a condition of renewal, sale, or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Item 17h is modified to provide that the provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

4. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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.

MICHIGAN ADDENDUM TO THE DISCLOSURE DOCUMENT

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:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.**
- (b) requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.**
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.**
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo type, 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 obligation to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to Department of the Attorney General's Office, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 525 W. Ottawa Street, Lansing, Michigan 48913; telephone number (517) 373-7117.

MINNESOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

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

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

If any of the terms of the Disclosure Document are inconsistent with the terms below, the terms herein control.

1. Item 6 of the disclosure document regarding interest or late fees is amended to reflect that NSF checks are governed by Minnesota Statute 60A.113, which puts a cap of \$30 on service charges.

2. Item 10 of the disclosure document regarding financing is amended to provide that you do not have to waive your right to trial by jury in litigation.

3. Item 13 of the disclosure document is amended to include the following language:

We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. Items 17(c), (g) and (h) of the disclosure document are amended to include the following language:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

5. Item 17 of the disclosure document is amended to include the following language:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes,

Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Pursuant to Minn. Stat. §80C.17 no action may be commenced more than three years after the cause of action accrues. Additionally, you cannot consent to our obtaining injunctive relief; however we may seek injunctive relief and the court will determine if a bond is required.

6. Item 17 of the disclosure document is amended to provide that we will not require a general release from you to renew or extend your 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.

NEW YORK ADDENDUM TO THE DISCLOSURE DOCUMENT

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 RESOURCES 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 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 THAT 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, the following applies 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 that is 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 ten years 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.

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

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

sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for a 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; this proviso intends that the nonwaiver 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 a 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 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 time period a Franchise Disclosure Document (offering prospectus) must be 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~~SOUTH DAKOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

If any of the terms of the Disclosure Document are inconsistent with the terms below, the terms herein control.

1. ~~Item 17(e) of the Disclosure Document is amended to provide that you do not sign a general release upon renewal.~~

2. ~~Item 17(r) of the Disclosure Document is amended to also provide as follows:~~

~~“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.”~~

3. ~~Item 17(v) of the Disclosure Document is amended to delete the requirement that all suits must be tried in Virginia.~~

4. ~~Item 17(w) of the Disclosure Document is amended to delete the requirement that Virginia law governs and amended to provide that North Dakota law governs any cause of action arising out of the franchise agreement. Item 17(w) is further amended to provide that you do not waive your right to seek exemplary or punitive damages in any claim you may bring against us.~~

~~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 ADDENDUM TO THE DISCLOSURE DOCUMENT~~

~~If any of the terms of the Disclosure Document are inconsistent with the terms below, the terms herein control.~~

1. Item 5 of this Disclosure Document is amended by adding the following:

All initial fees and payments due to us before you open your first Liberty Tax office for business are deferred until we complete our pre-opening obligations to you and you open your first Liberty Tax Office for business.

2. The South Dakota franchise law provide rights to you concerning nonrenewal and termination of the Franchise Agreement. If this Agreement contains a provision that is inconsistent with South Dakota franchise law, the South Dakota franchise law shall control.

3. Item 17(r) of the Disclosure Document is amended to the extent inconsistent with the following, which shall control to the extent of such inconsistency:

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

4. Item 17(t) of the Disclosure Document is amended to the extent inconsistent with the following, which shall control to the extent of such inconsistency:

Pursuant to SDCL 37-5B, any condition, stipulation or provision purporting to waive compliance with any provision of this chapter or any rule or order thereunder is void. Any acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate this chapter or a rule or order under this chapter.

5. Item 17(v) of the Disclosure Document is amended to the extent inconsistent with the following, which shall control to the extent of such inconsistency:

Any provision in the franchise agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

6. Item 17(w) of the Disclosure Document is amended to provide as follows:

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 Virginia.

Any provision that provides that the parties' waive their right to claim punitive, exemplary, incidental, indirect, 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.

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 ADDENDUM TO THE DISCLOSURE DOCUMENT

If any of the terms of the Disclosure Document are inconsistent with the terms below, the terms herein control.

1. Item 11 is amended to also provide, under the title “Computer Equipment,” that the current new purchase and minimum system requirements and specifications are as stated in the two pages of “Equipment Requirements” immediately following this Addendum.
2. Item 17(o) is amended to provide that we do not have the right to purchase the franchise from you without your consent.

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 ADDENDUM TO THE DISCLOSURE DOCUMENT

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

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

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

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

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

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

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

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

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

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

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

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

EXHIBIT B
FRANCHISE AGREEMENT AND STATE FRANCHISE AGREEMENT ADDENDA

CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum forms a part of the Franchise Agreement dated _____, between Liberty Tax Service (“Liberty”) and _____, the franchisee (“you” or “your”). To the extent this Addendum shall be deemed to be inconsistent with any of the terms or conditions of the Franchise Agreement or its Exhibits, the terms of this Addendum shall govern.

Section 6.u. of the Franchise Agreement titled “Obligations of Franchisee,” “Laws and Regulations” is supplemented to include the following:

You acknowledge that you have read, understand and agree to abide by the Judgment and Permanent Injunction entered by the Superior Court of the State of California in the case of *The People of the State of California v. JTH Tax, Inc. (d/b/a Liberty Tax Service)*, Docket Number CGC-07-460778, requiring that Liberty and you, its franchisee, abide by certain advertising requirements and, in particular, not disseminate or cause to be disseminated any advertisement that directly or indirectly represents a refund anticipation loan as a client’s actual refund (“California Injunction”). You further agree to remit to the Attorney General of California a fine in the amount of \$15,000 in the event you commit two breaches of the terms of the California Injunction and agree to hold Liberty harmless for fines assessed against you related to your violation of the California Injunction.

Section 6.x. of the Franchise Agreement regarding site selection and leases is hereby modified to provide that, upon Liberty’s request, you must enter into an approved lease rider with the landlord in favor of Liberty for each location, or such lease must be held in Liberty’s name and you will be required to enter into an approved sublease for the location. If you do not satisfy this provision, Liberty will not approve the location.

Section 8.b(iii) of the Franchise Agreement regarding termination without notice or opportunity to cure for violation of laws or regulations is supplemented to specifically include the following:

Breach of the California Injunction and/or your failure to remit required fines to the Attorney General of California for your violation of the California Injunction is cause for immediate termination.

Section 19 of the Franchise Agreement titled “Release of Prior Claims” is amended to include the following language:

Unknown or Unsuspected Consequences - The parties understand and acknowledge that this Section applies to and includes all unknown or unsuspected consequences or results arising from or relating to the transactions, occurrences, or agreements referred to in this Section. You represent and warrant that you have read the contents of California Civil Code §1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542.

Nature of Release - Each party acknowledges that it has read this Section, that it fully understands the contents of this Section, and that THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS SECTION.

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.

As required by law, the above Release shall not apply to any liabilities arising under the California Franchise Investment Law or the California Franchise Relations Act.

FRANCHISEE

JTH TAX LLC
d/b/a LIBERTY TAX SERVICE

By: _____ By: _____

By: _____ Printed Name: _____

By: _____ Title: _____

ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum forms a part of the Franchise Agreement dated _____, between Liberty Tax Service (“we”, “us”, or “our”) and _____, the franchisee (“you” or “your”). To the extent this Addendum shall be deemed to be inconsistent with any of the terms or conditions of the Franchise Agreement or its Exhibits, the terms of this Addendum shall govern.

1. Illinois law governs the Franchise Agreement.
2. Franchisees’ rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
3. “National Accounts” Exist in this franchise system. Franchisor reserves the right to establish, identify and service “National Accounts” within your territory. Franchisor or its affiliate(s) may provide products and services to a “National Account” with no compensation paid to you.
4. Since 2021, five (5) Illinois franchises have been terminated by the Franchisor.
5. ITEM 3 OF THE DISCLOSURE DOCUMENT DISCLOSES EXTENSIVE LITIGATION RELATED TO THIS 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.

FRANCHISEE

**JTH TAX LLC
d/b/a LIBERTY TAX SERVICE**

By: _____ By: _____

By: _____ Printed Name: _____

By: _____ Title: _____

INDIANA ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum forms a part of the Franchise Agreement dated _____, between Liberty Tax Service (“we”, “us”, or “our”) and _____, the franchisee (“you” or “your”). To the extent this Addendum shall be deemed to be inconsistent with any of the terms or conditions of the Franchise Agreement or its Exhibits, the terms of this Addendum shall govern.

1. Section 2.b. of the franchise agreement is modified to provide that upon renewal you will not be required to release us as to any liabilities arising under Indiana Code §23-2-2.7.

2. Sections 17.a.-c. are deleted and the following language is substituted in their place:

“You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.”

3. Section 13 of the franchise agreement is supplemented with the addition of the following language: “Notwithstanding the foregoing, you do not indemnify us for liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.”

FRANCHISEE

**JTH TAX LLC
d/b/a LIBERTY TAX SERVICE**

By: _____

By: _____

By: _____

Printed Name: _____

Title: _____

MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum forms a part of the Franchise Agreement dated _____, between Liberty Tax Service (“we”, “us”, or “our”) and _____, the franchisee (“you” or “your”). To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits thereto, the terms of this Addendum shall govern.

1. If the franchise agreement contains any provisions that conflict with the Maryland Franchise Law, the provisions of the Addendum shall prevail to the extent of such conflict.
2. Any general release or waiver required by the franchiser, as set forth in Sections 2.b., 15 and 19 of the franchise agreement, shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
3. Sections 19 and 22 of the franchise agreement are not intended nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
4. A Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
5. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.
6. 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.

FRANCHISEE

**JTH TAX LLC
d/b/a LIBERTY TAX SERVICE**

By: _____

By: _____

By: _____

Printed Name: _____

Title: _____

MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum forms a part of the Franchise Agreement dated _____, between Liberty Tax Service (“we”, “us”, or “our”) and _____, the franchisee (“you” or “your”). To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits thereto, the terms of this Addendum shall govern.

1. Sections 2 and 8 of the franchise agreement are amended to include the following language:

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 and that consent to the transfer of the franchise agreement will not be unreasonably withheld

2. Section 5 of the franchise agreement is amended to include the following language:

“The franchisor will protect the franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.”

3. Section 10.h. of the franchise agreement is deleted except for the first sentence. Section 10.h. of the franchise agreement is amended to include the following language:

“The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief and a court will determine if bond is required.”

4. Sections 17.a., 17.b., 17.c. and 17.d. of the franchise agreement are deleted and the following language is substituted in their place:

“Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. No action may be commenced pursuant to this section more than three years after the cause of action accrues.”

5. Section 19, concerning Release of Prior Claims, is deleted except for the last sentence therein concerning our guarantee to you of certain renewal rights.

6. 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.

FRANCHISEE

JTH TAX LLC
d/b/a LIBERTY TAX SERVICE

By: _____ By: _____

By: _____

Printed Name: _____

Title: _____

~~NORTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT~~

This Addendum forms a part of the Franchise Agreement dated _____, between Liberty Tax Service (“we”, “us”, or “our”) and _____, the franchisee (“you” or “your”). To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits thereto, the terms of this Addendum shall govern.

1. ~~Section 2.b. and 19 of the franchise agreement are amended to provide that you are not required to sign a general release upon renewal of the franchise agreement.~~

2. ~~Section 10.b. of the franchise agreement is amended to also provide as follows:~~

~~“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.”~~

3. ~~Sections 17.a., 17.b., 17.c., 17.d., and 17.e. concerning Virginia law, jurisdiction and venue, jury waiver, and compensatory damages, respectively, are hereby deleted and in their place is substituted the following language:~~

~~“You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.”~~

4. ~~North Dakota law governs any cause of action arising out of the franchise agreement.~~

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.~~

FRANCHISEE

JTH TAX LLC

d/b/a LIBERTY TAX SERVICE

By: _____

By: _____

By: _____

Printed Name: _____

Title: _____

RHODE ISLAND ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum forms a part of the Franchise Agreement dated _____, between Liberty Tax Service (“we”, “us”, or “our”) and _____, the franchisee (“you” or “your”). To the extent this Addendum shall be deemed to be inconsistent with any of the terms or conditions of the Franchise Agreement or its Exhibits, the terms of this Addendum shall govern.

1. If the franchise agreement contains any provisions that conflict with the Rhode Island Franchise Investment Act, the provisions of this Addendum shall prevail to the extent of such conflict.
2. Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.
3. Any provision in the franchise agreement requiring the application of the laws of a state other than Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.
4. The Rhode Island Franchise Investment Act stipulates that you cannot release or waive any rights granted under this Act. Any provision of this franchise agreement, which constitutes a waiver of rights granted under the Act, is superseded.
5. You agree to bring any claim against us, including our present and former employees and agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.

FRANCHISEE

**JTH TAX LLC
d/b/a LIBERTY TAX SERVICE**

By: _____ By: _____

By: _____ Printed Name: _____

Title: _____

SOUTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum forms a part of the Franchise Agreement dated _____, between Liberty Tax Service (“we”, “us”, or “our”) and _____, the franchisee (“you” or “your”). To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits thereto, the terms of this Addendum shall govern.

1. Section 4 of the franchise agreement is revised to state that the South Dakota Division of Securities requires Franchisor to defer payment of the initial franchise fee and other initial payments owed by you to us until we complete our pre-opening obligations to you under the franchise agreement.
2. Sections 1 and 4 of the franchise agreement are clarified to also indicate that 50% of the initial franchisee fee and royalties are deemed paid for the use of our Marks and 50% are deemed paid for our training, support, and franchise system.
3. Section 17.b., concerning Virginia Jurisdiction and Venue, is hereby deleted and in its place is substituted the following language:

“You agree to bring any claim against us, including our present and former employees, agents, and affiliates, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, solely in arbitration before the American Arbitration Association.”

FRANCHISEE

JTH TAX LLC
d/b/a LIBERTY TAX SERVICE

By: _____

By: _____

By: _____

Printed Name: _____

Title: _____

VIRGINIA ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum forms a part of the Franchise Agreement dated _____, between Liberty Tax Service (“we”, “us”, or “our”) and _____, the franchisee (“you” or “your”). To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits thereto, the terms of this Addendum shall govern.

1. Section 2.e of the franchise agreement, titled “Buyback,” is deleted.
2. 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.

FRANCHISEE

JTH TAX LLC
d/b/a LIBERTY TAX SERVICE

By: _____ By: _____

By: _____ Printed Name: _____

By: _____ Title: _____

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT

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

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

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

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

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

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

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

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

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

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

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

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

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20____.

The undersigned does hereby acknowledge receipt of this Addendum.

FRANCHISEE

**JTH TAX LLC
d/b/a LIBERTY TAX SERVICE**

By: _____ By: _____

By: _____ Printed Name: _____

By: _____ Title: _____

WISCONSIN ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum forms a part of the Franchise Agreement dated _____, between Liberty Tax Service (“we”, “us”, or “our”) and _____, the franchisee (“you” or “your”). To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits thereto, the terms of this Addendum shall govern.

1. If the franchise agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.
2. Sections 2 and 8 of the franchise agreement are amended to include the following language:

With respect to franchises governed by Wisconsin law, the franchisor will comply with Wisconsin Statutes, Chapter 135, Section 135.04 which requires, except in certain circumstances, that a franchisee be given 90 days’ notice of termination, cancellation, nonrenewal or substantial change in competitive circumstance of the franchise agreement with 60 days to cure.

FRANCHISEE

JTH TAX LLC
d/b/a LIBERTY TAX SERVICE

By: _____ By: _____

By: _____ Printed Name: _____

By: _____ Title: _____

EXHIBIT C
PROMISSORY NOTES

EXHIBIT C

PROMISSORY NOTE AND SECURITY AGREEMENT- FAC (RTO) (ENTITY)

IMPORTANT NOTICE

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU UPON DEFAULT WITHOUT FURTHER NOTICE.

\$ _____

Date _____
Virginia Beach, Virginia

FOR VALUE RECEIVED, the undersigned maker(s) (the “Maker”) promises to pay to the order of JTH Tax LLC, d/b/a Liberty Tax Service (“Liberty”), at 2387 Liberty Way, Virginia Beach, VA 23456, or at the holder’s option, at such other place as may be designated from time to time by holder, the amount of [AMOUNT TEXT] (\$[AMOUNT]), together with interest at the rate of twelve percent (12%) per annum on the unpaid balance computed from the date funds are initially disbursed, together with an origination fee equal to one percent (1%) of loan amount, which shall be fully earned and payable upon execution of this Note, in the amount of [AMOUNT TEXT] (\$[AMOUNT]), for a total amount due of [AMOUNT TEXT] (\$[AMOUNT]), payable as follows: interest only due on February 27, [YEAR] followed by two equal annual instalments of the unpaid balance plus all interest accrued to date, payable on February 27, [YEAR] and February 27, [YEAR].

If the undersigned, a Liberty franchisee, who pursuant to an RTO Agreement has NOT exercised the undersigned’s right to purchase the franchise territory that is the subject of the RTO Agreement, pursuant to the terms contained in the RTO Agreement, payment shall be as follows: the total unpaid balance, plus accrued interest shall be paid on April 30, [YEAR].

However, pursuant to Liberty’s Automatic Payment Transfer program, all of the tax preparation, transmitter, software, and electronic filing fees, and any rebates that the Maker receives from bank products or customers who purchase bank products and all other revenue due to the Maker, shall initially be paid to Liberty. From these fees and any rebates, Liberty will deduct monies that the Maker owes to Liberty and deduct and hold monies to apply to upcoming amounts due to Liberty and remit any balance to the Maker. All such payments shall be applied first to past-due interest outstanding and then to principal. Interest under this Note will be calculated on the basis of a 360-day year consisting of twelve (12) 30-day months.

The Maker represents and warrants to Liberty that the loan evidenced by this Note is being made for approved business, commercial or investment purposes associated with the franchised business. The Maker further represents and warrants that the execution of this Note and the performance of the obligations stated herein have been duly authorized by all necessary action in accordance with all applicable laws. The Maker may prepay this Note, in whole or in part, without penalty, at any time.

The Maker agrees to submit monthly financial information to Liberty, such as an income statement balance sheet, and supporting documents, as Liberty specifies from time to time and in the format Liberty provides.

The Maker agrees to pay all attorneys' fees and other costs and expenses that Liberty may incur in connection with the collection or enforcement of this Note or the preservation or disposition of any collateral for the payment of this Note.

Each person liable on this Note in any capacity, whether as maker, endorser, surety, guarantor or otherwise, and any holder (collectively hereafter "Obligor"), waives the benefit of the homestead exemption and of all other exemptions available to Obligor and also waives presentment, demand, protest, notice of dishonor, notice of acceleration of maturity, diligence in taking any action to collect sums owing hereunder and all other notices of every kind and nature to which any Obligor would otherwise be entitled under the applicable law. Each Obligor agrees that Liberty may take any one or more of the following actions, on one or more occasions, whether before or after the maturity of this Note, without any notice to such Obligor, without any further consent to such actions, and without releasing or discharging such Obligor from liability on the Note: (a) any extension or extensions of the time of payment of any principal, interest or other amount due and payable under this Note; (b) any renewal of this Note, in whole or in part; (c) any full or partial release or discharge from liability under this Note of any other Obligor; (d) any waiver of any default under this Note or other agreement between the Lender and any Obligor relating to the indebtedness evidenced by this Note; or (e) any agreement with the Maker changing the rate of interest or any other term or condition of this Note.

This Note and any judgment based upon it may be assigned, transferred or negotiated by the noteholder to any person at any time without notice to or the consent of the Maker. The Maker may not assign or transfer this Note or any of its rights hereunder without the prior written consent of the noteholder.

TIME IS OF THE ESSENCE with regard to the payment of any amounts due under this Note and the performance of the covenants, terms and conditions of this Note.

Any one or more of the following shall constitute an event of default under this Note: (a) any default in the payment of any installment or payment of principal, interest, or other amounts due and payable under this Note; (b) the death, dissolution, merger, consolidation or termination of existence of any Obligor; (c) any default by Obligor in the performance of, or compliance with, any provision in this Note or other agreement, document or instrument to which any Obligor and Liberty are parties; (d) any Obligor is unable to pay debts as they become due, or is or becomes insolvent or makes an assignment for the benefit of creditors; (e) any Obligor files or becomes the subject of any petition or other pleading for relief under the Federal bankruptcy laws or any state insolvency statute; (f) a receiver is appointed for, or a writ or order of attachment, levy or garnishment is issued against, any Obligor or the property, assets or income of any Obligor; (g) if any representation or warranty made by or on behalf of the Maker in any agreement between the Maker and Liberty is false, misleading or incomplete in any material respect when made (or deemed to have been made); or (h) any termination, sale or other action whereby Obligor ceases to hold ownership rights to the business to which this Note relates.

If an event of default shall occur or if the Maker shall fail to pay this Note in full at maturity, the entire unpaid balance of this Note and all accrued interest shall become immediately due and payable, at the option of Liberty, without notice or demand to any Obligor. The remedies provided in this Note upon default and in other agreement between Liberty and any Obligor are cumulative and not exclusive of any other remedies provided under any other agreement or at law or in equity.

Each Obligor irrevocably appoints and authorizes Liberty and its attorneys, officers and employees, including specifically Scott Terrell, CEO, ~~Nick Evans, CFO~~, William Harvey, General Counsel, and Rory Walters, CAO, any of whom may act, as its true and lawful attorneys-in-fact, to appear before the Clerk of any state or federal court, at any time after default hereunder, to waive the issuance and service of process and confess judgment against each Obligor in the total amount of the unpaid principal of this

Note, together with the cost of confessing and entering judgment, all interest accrued thereon, and reasonable attorneys' fees as provided for herein, and to waive and release any errors in the proceeding and consent to immediate execution upon the judgment. Each Obligor ratifies and confirms all that the attorneys may do so pursuant to the foregoing.

The failure of Liberty to enforce any one or more of the terms or conditions of this Note shall not be deemed a waiver of such terms or conditions or of Liberty's rights thereafter to enforce each and every term and condition of this Note.

Each Obligor hereby waives trial by jury in any action or proceeding to which such Obligor and Liberty may be parties, arising out of, in connection with or in any way pertaining to, this Note. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such action or proceeding, including claims against parties who are not parties to this Note. This waiver is knowingly, willingly and voluntarily made by each Obligor, and each Obligor hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury and that each Obligor has been represented in the signing of this Note and in the making of this waiver by independent legal counsel, or has had the opportunity to be represented by independent legal counsel selected of Obligor's own free will, and that Obligor has had the opportunity to discuss this waiver with Obligor's counsel.

Each Obligor agrees that any claim any Obligor may have against Liberty, including Liberty's past and present employees and agents, shall be brought individually and that no Obligor shall join such claim with claims of any other person or entity or bring, join or participate in a class action against Liberty.

The covenants, terms and conditions of this Note shall be binding upon the heirs, personal representatives, successors and assigns of each Obligor and shall inure to the benefit of Liberty, Liberty's successors and assigns.

As security for Maker's obligations under this Note, Maker grants to Liberty a security interest in Maker's right, title and interest in the following, whether now or hereafter owned, acquired, arising, and all proceeds and products thereof:

(a) all of Maker's right, title and interest in and to any and all franchise agreements and other agreements (including any and all amendments thereto) between Liberty or any subsidiary or franchisee of Liberty or any successors or assigns of Liberty or such subsidiary or franchisee, and Maker (whether now existing or hereafter entered into) pertaining to Maker's operation of the franchise business under the name "Liberty Tax" or names similar thereto or derived therefrom and any and all other trade names, logos, trademarks, service marks or licensed marks: (i) owned or adopted by Liberty or registered by Liberty under appropriate service mark or trademark registration laws for use in the business of preparing income tax returns and performing related services; and (ii) licensed to Maker pursuant to the Franchise Agreement; and

(b) all "Accounts" and all "General Intangibles" (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by Maker in connection with the franchise business, including (without limitation) all ledgers, files, books, records, and accounts receivables; and

(c) all of Maker's right, title and interest in and to any and all commissions, fees, concessions or payments of any money due Maker (whether now existing or hereafter acquired), as a sales representative, financial advisor, independent contractor, licensee, business owner, franchisee, stockholder, partner, officer, director or employee with any financial services business or financial

products business, with any duly licensed member of the National Association of Securities Dealers, Inc., or with any broker/dealer; and

(d) all “Equipment”, “Supplies” and “Furniture and Fixtures” (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by Maker in connection with the franchise business, including (without limitation) all computers, printers, computer networks, telephone systems, fax machines, file cabinets, all office furniture, desks, chairs, tables, signs, panels and calculators; and

(e) any proceeds received upon the sale, collection, or other disposition of any of the items described in (a), (b), (c) or (d) above.

The items set forth in clauses (a), (b), (c), (d) and (e) herein are collectively referred to hereinafter as the “Collateral.” Maker agrees that it may not pledge, subordinate, sell, dispose of, or otherwise encumber these items, without the express, prior written consent of Liberty.

Maker understands and agree that Liberty has the right to levy and retain, or sell if it desires, any property included as Collateral to satisfy all or part of its debt if Maker does not pay the amounts owed under this Note. Liberty, at its discretion, may file one or more financing statements under Virginia Uniform Commercial Code, naming Maker as a debtor and Liberty as secured party indicating the Collateral specified in this Note.

This Note constitutes the entire understanding of the parties and supersedes all prior negotiations, commitments, representations, and undertakings of the parties with respect to the subject matter hereof. This Note shall not be modified except by an instrument in writing drawn by the noteholder and signed by the Maker. This Note may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (e.g. “pdf”) format shall be effective as delivery of a manually executed counterpart of this Note. The words “execution,” “signed,” “signature,” and words of similar import in the Note shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC §7001 et seq.) (“ESIGN”) or any other similar state or federal laws based on the Uniform Electronic Transactions Act. Act (“UETA”). The parties agree this Note is an effective, enforceable and valid Transferable Record (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) and may be created, authenticated, stored, transmitted, and transferred in a manner consistent with and permitted by the Transferable Records section of UETA or ESIGN.

This Note shall be construed in all respects and enforced according to the laws of the Commonwealth of Virginia. Each Obligor hereby irrevocably and unconditionally consents to venue and personal jurisdiction in the state court located in or most proximate to the city or county of Liberty’s National Office, presently the Circuit Court in the City of Virginia Beach and the federal court located in the state district where Liberty’s National Office is located, presently the United States District Court for the Eastern District of Virginia located in the Commonwealth of Virginia.

The signature of an individual or individuals on behalf of an entity constitutes the entity’s agreement to such terms. In addition, the signatures of all individuals below in any capacity also constitute their

personal joint and several agreement to perform all the obligations in and relating to this Promissory Note. All signators below waive any right to require that Liberty proceed against the other signators.

If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

WITNESS the following signature(s) and seal(s):

Maker: _____
(Enter Name of Entity Here)

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

**PROMISSORY NOTE AND SECURITY AGREEMENT- FAC
(SOLE PROPRIETORSHIP OR PARTNERSHIP)**

IMPORTANT NOTICE

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU UPON DEFAULT WITHOUT FURTHER NOTICE.

\$ _____

Date _____
Virginia Beach, Virginia

FOR VALUE RECEIVED, the undersigned maker(s) (the “Maker”) promises to pay to the order of JTH Tax LLC, d/b/a Liberty Tax Service (“Liberty”), at 2387 Liberty Way, Virginia Beach, VA 23456, or at the holder’s option, at such other place as may be designated from time to time by holder, the amount of [AMOUNT TEXT] (\$[AMOUNT]), together with interest at the rate of twelve percent (12%) per annum on the unpaid balance computed from the date funds are initially disbursed, together with an origination fee equal to one percent (1%) of loan amount, which shall be fully earned and payable upon execution of this Note, in the amount of [AMOUNT TEXT] (\$[AMOUNT]), for a total amount due of [AMOUNT TEXT] (\$[AMOUNT]), payable in one annual installment of [AMOUNT TEXT] (\$[AMOUNT]) plus all interest due on February 27, [YEAR].

Pursuant to Liberty’s Automatic Payment Transfer program, all of the tax preparation, transmitter, software, and electronic filing fees, and any rebates that the Maker receives from bank products or customers who purchase bank products and all other revenue due to the Maker, shall initially be paid to Liberty. From these fees and any rebates, Liberty will deduct monies that the Maker owes to Liberty and deduct and hold monies to apply to upcoming amounts due to Liberty and remit any balance to the Maker. All such payments shall be applied first to past-due interest outstanding and then to principal. Interest under this Note will be calculated on the basis of a 360-day year consisting of twelve (12) 30-day months.

The Maker represents and warrants to Liberty that the loan evidenced by this Note is being made for approved business, commercial or investment purposes associated with the franchised business. The Maker further represents and warrants that the execution of this Note and the performance of the obligations stated herein have been duly authorized by all necessary action in accordance with all applicable laws. The Maker may prepay this Note, in whole or in part, without penalty, at any time.

The Maker agrees to submit monthly financial information to Liberty, such as an income statement balance sheet, and supporting documents, as Liberty specifies from time to time and in the format Liberty provides.

The Maker agrees to pay all attorneys’ fees and other costs and expenses that Liberty may incur in connection with the collection or enforcement of this Note or the preservation or disposition of any collateral for the payment of this Note.

Each person liable on this Note in any capacity, whether as maker, endorser, surety, guarantor or otherwise, and any holder (collectively hereafter “Obligor”), waives the benefit of the homestead exemption and of all other exemptions available to Obligor and also waives presentment, demand, protest, notice of dishonor, notice of acceleration of maturity, diligence in taking any action to collect sums owing hereunder and all other notices of every kind and nature to which any Obligor would

otherwise be entitled under the applicable law. Each Obligor agrees that Liberty may take any one or more of the following actions, on one or more occasions, whether before or after the maturity of this Note, without any notice to such Obligor, without any further consent to such actions, and without releasing or discharging such Obligor from liability on the Note: (a) any extension or extensions of the time of payment of any principal, interest or other amount due and payable under this Note; (b) any renewal of this Note, in whole or in part; (c) any full or partial release or discharge from liability under this Note of any other Obligor; (d) any waiver of any default under this Note or other agreement between the Lender and any Obligor relating to the indebtedness evidenced by this Note; or (e) any agreement with the Maker changing the rate of interest or any other term or condition of this Note.

This Note and any judgment based upon it may be assigned, transferred or negotiated by the noteholder to any person at any time without notice to or the consent of the Maker. The Maker may not assign or transfer this Note or any of its rights hereunder without the prior written consent of the noteholder.

TIME IS OF THE ESSENCE with regard to the payment of any amounts due under this Note and the performance of the covenants, terms and conditions of this Note.

Any one or more of the following shall constitute an event of default under this Note: (a) any default in the payment of any installment or payment of principal, interest, or other amounts due and payable under this Note; (b) the death, dissolution, merger, consolidation or termination of existence of any Obligor; (c) any default by Obligor in the performance of, or compliance with, any provision in this Note or other agreement, document or instrument to which any Obligor and Liberty are parties; (d) any Obligor is unable to pay debts as they become due, or is or becomes insolvent or makes an assignment for the benefit of creditors; (e) any Obligor files or becomes the subject of any petition or other pleading for relief under the Federal bankruptcy laws or any state insolvency statute; (f) a receiver is appointed for, or a writ or order of attachment, levy or garnishment is issued against, any Obligor or the property, assets or income of any Obligor; (g) if any representation or warranty made by or on behalf of the Maker in any agreement between the Maker and Liberty is false, misleading or incomplete in any material respect when made (or deemed to have been made); or (h) any termination, sale or other action whereby Obligor ceases to hold ownership rights to the business to which this Note relates.

If an event of default shall occur or if the Maker shall fail to pay this Note in full at maturity, the entire unpaid balance of this Note and all accrued interest shall become immediately due and payable, at the option of Liberty, without notice or demand to any Obligor. The remedies provided in this Note upon default and in other agreement between Liberty and any Obligor are cumulative and not exclusive of any other remedies provided under any other agreement or at law or in equity.

Each Obligor irrevocably appoints and authorizes Liberty and its attorneys, officers and employees, including specifically Scott Terrell, CEO, ~~Nick Evans, CFO,~~ William Harvey, General Counsel, and Rory Walters, CAO, any of whom may act, as its true and lawful attorneys-in-fact, to appear before the Clerk of any state or federal court, at any time after default hereunder, to waive the issuance and service of process and confess judgment against each Obligor in the total amount of the unpaid principal of this Note, together with the cost of confessing and entering judgment, all interest accrued thereon, and reasonable attorneys' fees as provided for herein, and to waive and release any errors in the proceeding and consent to immediate execution upon the judgment. Each Obligor ratifies and confirms all that the attorneys may do so pursuant to the foregoing.

The failure of Liberty to enforce any one or more of the terms or conditions of this Note shall not be deemed a waiver of such terms or conditions or of Liberty's rights thereafter to enforce each and every term and condition of this Note.

Each Obligor hereby waives trial by jury in any action or proceeding to which such Obligor and Liberty may be parties, arising out of, in connection with or in any way pertaining to, this Note. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such action or proceeding, including claims against parties who are not parties to this Note. This waiver is knowingly, willingly and voluntarily made by each Obligor, and each Obligor hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury and that each Obligor has been represented in the signing of this Note and in the making of this waiver by independent legal counsel, or has had the opportunity to be represented by independent legal counsel selected of Obligor's own free will, and that Obligor has had the opportunity to discuss this waiver with Obligor's counsel.

Each Obligor agrees that any claim any Obligor may have against Liberty, including Liberty's past and present employees and agents, shall be brought individually and that no Obligor shall join such claim with claims of any other person or entity or bring, join or participate in a class action against Liberty.

The covenants, terms and conditions of this Note shall be binding upon the heirs, personal representatives, successors and assigns of each Obligor and shall inure to the benefit of Liberty, Liberty's successors and assigns.

As security for Maker's obligations under this Note, Maker grants to Liberty a security interest in Maker's right, title and interest in the following, whether now or hereafter owned, acquired, arising, and all proceeds and products thereof:

- (a) all of Maker's right, title and interest in and to any and all franchise agreements and other agreements (including any and all amendments thereto) between Liberty or any subsidiary or franchisee of Liberty or any successors or assigns of Liberty or such subsidiary or franchisee, and Maker (whether now existing or hereafter entered into) pertaining to Maker's operation of the franchise business under the name "Liberty Tax" or names similar thereto or derived therefrom and any and all other trade names, logos, trademarks, service marks or licensed marks: (i) owned or adopted by Liberty or registered by Liberty under appropriate service mark or trademark registration laws for use in the business of preparing income tax returns and performing related services; and (ii) licensed to Maker pursuant to the Franchise Agreement; and
- (b) all "Accounts" and all "General Intangibles" (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by Maker in connection with the franchise business, including (without limitation) all ledgers, files, books, records, and accounts receivables; and
- (c) all of Maker's right, title and interest in and to any and all commissions, fees, concessions or payments of any money due Maker (whether now existing or hereafter acquired), as a sales representative, financial advisor, independent contractor, licensee, business owner, franchisee, stockholder, partner, officer, director or employee with any financial services business or financial products business, with any duly licensed member of the National Association of Securities Dealers, Inc., or with any broker/dealer; and
- (d) all "Equipment", "Supplies" and "Furniture and Fixtures" (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by Maker in connection with the franchise business, including (without limitation) all computers, printers, computer networks, telephone systems, fax machines, file cabinets, all office furniture, desks, chairs, tables, signs, panels and calculators; and

(e) any proceeds received upon the sale, collection, or other disposition of any of the items described in (a), (b), (c) or (d) above.

The items set forth in clauses (a), (b), (c), (d) and (e) herein are collectively referred to hereinafter as the “Collateral.” Maker agrees that it may not pledge, subordinate, sell, dispose of, or otherwise encumber these items, without the express, prior written consent of Liberty.

Maker understands and agree that Liberty has the right to levy and retain, or sell if it desires, any property included as Collateral to satisfy all or part of its debt if Maker does not pay the amounts owed under this Note. Liberty, it its discretion, may file one or more financing statements under Virginia Uniform Commercial Code, naming Maker as a debtor and Liberty as secured party indicating the Collateral specified in this Note.

This Note constitutes the entire understanding of the parties and supersedes all prior negotiations, commitments, representations, and undertakings of the parties with respect to the subject matter hereof. This Note shall not be modified except by an instrument in writing drawn by the noteholder and signed by the Maker. This Note may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (e.g. “pdf”) format shall be effective as delivery of a manually executed counterpart of this Note. The words “execution,” “signed,” “signature,” and words of similar import in the Note shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC §7001 et seq.) (“ESIGN”) or any other similar state or federal laws based on the Uniform Electronic Transactions Act. (“UETA”). The parties agree this Note is an effective, enforceable and valid Transferable Record (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) and may be created, authenticated, stored, transmitted, and transferred in a manner consistent with and permitted by the Transferable Records section of UETA or ESIGN.

This Note shall be construed in all respects and enforced according to the laws of the Commonwealth of Virginia. Each Obligor hereby irrevocably and unconditionally consents to venue and personal jurisdiction in the state court located in or most proximate to the city or county of Liberty’s National Office, presently the Circuit Court in the City of Virginia Beach and the federal court located in the state district where Liberty’s National Office is located, presently the United States District Court for the Eastern District of Virginia located in the Commonwealth of Virginia.

The signature of an individual or individuals on behalf of an entity constitutes the entity’s agreement to such terms. In addition, the signatures of all individuals below in any capacity also constitute their personal joint and several agreement to perform all the obligations in and relating to this Promissory Note. All signators below waive any right to require that Liberty proceed against the other signators.

If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

WITNESS the following signature(s) and seal(s):

Signature of Maker

Signature of Maker

Printed Name of Maker

Printed Name of Maker

Home Address:

Home Address:

**PROMISSORY NOTE AND SECURITY AGREEMENT
(ENTITY)**

IMPORTANT NOTICE

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU UPON DEFAULT WITHOUT FURTHER NOTICE.

\$ _____

Date _____
Virginia Beach, Virginia

FOR VALUE RECEIVED, the undersigned maker(s) (the "Maker") promises to pay to the order of JTH Tax LLC, d/b/a Liberty Tax Service ("Liberty"), at 2387 Liberty Way, Virginia Beach, VA 23456, or at the holder's option, at such other place as may be designated from time to time by holder, the amount of _____ (\$ _____), together with interest at the rate of twelve percent (12%) per annum on the unpaid balance computed from the date provided above, together with an origination fee equal to one percent (1%) of the loan amount, which shall be fully earned and payable upon execution of this Note, in the amount of [AMOUNT TEXT] (\$[Amount in #'s]), for a total amount due of [AMOUNT TEXT] (\$[Amount in #'s]).

This Note shall be payable as follows: (insert repayment terms)

However, pursuant to Liberty's Automatic Payment Transfer program, all of the tax preparation, transmitter, software, and electronic filing fees, and any rebates that the Maker receives from bank products or customers who purchase bank products and all other revenue due to the Maker, shall initially be paid to Liberty. From these fees and any rebates, Liberty will deduct monies that the Maker owes to Liberty and deduct and hold monies to apply to upcoming amounts due to Liberty and remit any balance to the Maker. All such payments shall be applied first to past-due interest outstanding and then to principal. Interest under this Note will be calculated on the basis of a 360-day year consisting of twelve (12) 30-day months.

The Maker represents and warrants to Liberty that the loan evidenced by this Note is being made for approved business, commercial or investment purposes associated with the franchised business. The Maker further represents and warrants that the execution of this Note and the performance of the obligations stated herein have been duly authorized by all necessary action in accordance with all applicable laws. The Maker may prepay this Note, in whole or in part, without penalty, at any time.

The Maker agrees to submit monthly financial information to Liberty including but not limited to, income statements, balance sheets, and supporting documents, as Liberty specifies and in the format Liberty provides.

The Maker agrees to pay all attorneys' fees and other costs and expenses that Liberty may incur in connection with the collection or enforcement of this Note or the preservation or disposition of any collateral for the payment of this Note.

Each person liable on this Note in any capacity, whether as maker, endorser, surety, guarantor or otherwise, and any holder (collectively hereafter "Obligor"), waives the benefit of the homestead exemption and of all other exemptions available to Obligor and also waives presentment, demand, protest, notice of dishonor, notice of acceleration of maturity, diligence in taking any action to collect

sums owing hereunder and all other notices of every kind and nature to which any Obligor would otherwise be entitled under the applicable law. Each Obligor agrees that Liberty may take any one or more of the following actions, on one or more occasions, whether before or after the maturity of this Note, without any notice to such Obligor, without any further consent to such actions, and without releasing or discharging such Obligor from liability on the Note: (a) extension or extensions of the time of payment of any principal, interest or other amount due and payable under this Note; (b) renewal of this Note, in whole or in part; (c) full or partial release or discharge from liability under this Note of any other Obligor; (d) waiver of any default under this Note or other agreement between Liberty and any Obligor relating to the indebtedness evidenced by this Note; or (e) agreement with the Maker changing the rate of interest or any other term or condition of this Note.

This Note may be assigned, transferred or negotiated by the noteholder to any person at any time without notice to or the consent of the Maker. The Maker may not assign or transfer this Note or any of its rights hereunder without the prior written consent of the noteholder. This Note shall inure to the benefit of and be binding upon the parties hereto and their permitted assigns.

TIME IS OF THE ESSENCE with regard to the payment of any amounts due under this Note and the performance of the covenants, terms and conditions of this Note.

Any one or more of the following shall constitute an event of default under this Note: (a) default in the payment of any installment or payment of principal, interest, or other amounts due and payable under this Note; (b) the death, dissolution, merger, consolidation or termination of existence of any Obligor; (c) any default by an Obligor in the performance of, or compliance with, any provision in this Note or other agreement, document or instrument to which any Obligor and Liberty are parties; (d) any Obligor is unable to pay debts as they become due, or is or becomes insolvent or makes an assignment for the benefit of creditors; (e) any Obligor files or becomes the subject of a petition or other pleading for relief under Federal bankruptcy laws or any state insolvency statute; (f) a receiver is appointed for, or a writ or order of attachment, levy or garnishment is issued against, any Obligor or the property, assets or income of any Obligor; (g) if any representation or warranty made by or on behalf of the Maker in any agreement between the Maker and Liberty is false, misleading or incomplete in any material respect when made (or deemed to have been made); or (h) any termination, sale or other action whereby Obligor ceases to hold ownership rights to the business to which this Note relates.

If an event of default occurs or if the Maker fails to pay this Note in full at maturity, the entire unpaid balance of this Note and all accrued interest shall become immediately due and payable, at the option of Liberty, without notice or demand to any Obligor. The remedies provided in this Note upon default and in any other agreement between Liberty and any Obligor are cumulative and not exclusive of other remedies provided under any other agreement or at law or in equity.

Each Obligor irrevocably appoints and authorizes Liberty and its attorneys, officers and employees, including specifically Scott Terrell, CEO, ~~Nick Evans, CFO,~~ William Harvey, General Counsel, and Rory Walters, CAO, any of whom may act, as its true and lawful attorneys-in-fact, to appear before the Clerk of any state or federal court, at any time after default hereunder, to waive the issuance and service of process and confess judgment against each Obligor in the total amount of the unpaid principal of this Note, together with the cost of confessing and entering judgment, all interest accrued thereon, and reasonable attorneys' fees as provided for herein, and to waive and release any errors in the proceeding and consent to immediate execution upon the judgment. Each Obligor ratifies and confirms all that the attorneys may do so pursuant to the foregoing.

The failure of Liberty to enforce any one or more of the terms or conditions of this Note shall not be deemed a waiver of such terms or conditions or of Liberty's rights thereafter to enforce each and every term and condition of this Note.

Each Obligor hereby waives trial by jury in any action or proceeding to which Obligor and Liberty may be parties, arising out of, in connection with or in any way pertaining to, this Note. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such action or proceeding, including claims against parties who are not parties to this Note. This waiver is knowingly, willingly and voluntarily made by each Obligor, and each Obligor hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury and that each Obligor has been represented in the signing of this Note and in the making of this waiver by independent legal counsel, or has had the opportunity to be represented by independent legal counsel selected of Obligor's own free will, and that Obligor has had the opportunity to discuss this waiver with Obligor's counsel.

Each Obligor agrees that any claim Obligor may have against Liberty, including Liberty's past and present employees and agents, shall be brought individually and that no Obligor shall join such claim with claims of any other person or entity or bring, join or participate in a class action against Liberty.

The covenants, terms and conditions of this Note shall be binding upon the heirs, personal representatives, successors and assigns of each Obligor and shall inure to the benefit of Liberty, Liberty's successors and assigns.

As security for Maker's obligations under this Note, Maker grants to Liberty a security interest in Maker's right, title and interest in the following, whether now or hereafter owned, acquired, arising, and all proceeds and products thereof:

(a) all of Maker's right, title and interest in and to any and all franchise agreements and other agreements (including any and all amendments thereto) between Liberty or any subsidiary or franchisee of Liberty or any successors or assigns of Liberty or such subsidiary or franchisee, and Maker (whether now existing or hereafter entered into) pertaining to Maker's operation of the franchise business under the name "Liberty Tax" or names similar thereto or derived therefrom and any and all other trade names, logos, trademarks, service marks or licensed marks: (i) owned or adopted by Liberty or registered by Liberty under appropriate service mark or trademark registration laws for use in the business of preparing income tax returns and performing related services; and (ii) licensed to Maker pursuant to the Franchise Agreement; and

(b) all "Accounts" and all "General Intangibles" (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by Maker in connection with the franchise business, including (without limitation) all ledgers, files, books, records, and accounts receivables; and

(c) all of Maker's right, title and interest in and to any and all commissions, fees, concessions or payments of any money due Maker (whether now existing or hereafter acquired), as a sales representative, financial advisor, independent contractor, licensee, business owner, franchisee, stockholder, partner, officer, director or employee with any financial services business or financial products business, with any duly licensed member of the National Association of Securities Dealers, Inc., or with any broker/dealer; and

(d) all "Equipment", "Supplies" and "Furniture and Fixtures" (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by

Maker in connection with the franchise business, including (without limitation) all computers, printers, computer networks, telephone systems, fax machines, file cabinets, all office furniture, desks, chairs, tables, signs, panels and calculators; and

(e) any proceeds received upon the sale, collection, or other disposition of any of the items described in (a), (b), (c) or (d) above.

The items set forth in clauses (a), (b), (c), (d) and (e) herein are collectively referred to hereinafter as the “Collateral.” Maker agrees that it may not pledge, subordinate, sell, dispose of, or otherwise encumber these items, without the express, prior written consent of Liberty.

Maker understands and agree that Liberty has the right to levy and retain, or sell if it desires, any property included as Collateral to satisfy all or part of its debt if Maker does not pay the amounts owed under this Note. Liberty, at its discretion, may file one or more financing statements under Virginia Uniform Commercial Code, naming Maker as a debtor and Liberty as secured party indicating the Collateral specified in this Note.

This Note shall be construed in all respects and enforced according to the laws of the Commonwealth of Virginia. Each Obligor hereby irrevocably and unconditionally consents to venue and personal jurisdiction in the state court located in or most proximate to the city or county of Liberty’s National Office, presently the Circuit Court in the City of Virginia Beach and the federal court located in the state district where Liberty’s National Office is located, presently the United States Court for the Eastern District of Virginia located in the Commonwealth of Virginia.

This Note constitutes the entire understanding of the parties and supersedes all prior negotiations, commitments, representations, and undertakings of the parties with respect to the subject matter hereof. This Note shall not be modified except by an instrument in writing drawn by the noteholder and signed by the Maker. This Note may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (e.g. “pdf”) format shall be effective as delivery of a manually executed counterpart of this Note. The words “execution,” “signed,” “signature,” and words of similar import in the Note shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC §7001 et seq.) (“ESIGN”) or any other similar state or federal laws based on the Uniform Electronic Transactions Act (“UETA”). The parties agree this Note is an effective, enforceable and valid Transferable Record (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) and may be created, authenticated, stored, transmitted, and transferred in a manner consistent with and permitted by the Transferable Records section of UETA or ESIGN.

The signature of an individual or individuals on behalf of an entity constitutes the entity’s agreement to such terms. In addition, the signatures of all individuals below in any capacity also constitute their personal joint and several agreement to perform all the obligations in and relating to this Promissory Note. All signators below waive any right to require that Liberty proceed against the other signators.

If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

WITNESS the following signature(s) and seal(s):

Maker: (Enter Name of Entity Here)

By: _____

Printed Name: _____ Title: _____

By: _____

Printed Name: _____ Title: _____

By: _____

Printed Name: _____ Title: _____

**PROMISSORY NOTE AND SECURITY AGREEMENT
(SOLE PROPRIETORSHIP OR PARTNERSHIP)**

IMPORTANT NOTICE

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU UPON DEFAULT WITHOUT FURTHER NOTICE.

\$ _____

Date _____
Virginia Beach, Virginia

FOR VALUE RECEIVED, the undersigned maker(s) (the “Maker”) promises to pay to the order of JTH Tax LLC, d/b/a Liberty Tax Service (“Liberty”), at 2387 Liberty Way, Virginia Beach, VA 23456, or at the holder’s option, at such other place as may be designated by holder, the amount of _____ (\$ _____) together with interest at the rate of twelve percent (12%) per annum on the unpaid balance computed from the date provided above, together with an origination fee equal to one percent (1%) of the loan amount, which shall be fully earned and payable upon execution of this Note, in the amount of [AMOUNT TEXT] (\$[Amount in #'s]), for a total amount due of [AMOUNT TEXT] (\$[Amount]).

This Note shall be payable as follows: (insert repayment terms here)

However, all of the revenue that the Maker receives under the Area Development Agreement, and any other agreement between Maker and Liberty or Liberty’s affiliated companies, shall initially be paid directly to Liberty, rather than to the Maker. Liberty will deduct from this revenue monies that the Maker owes to Liberty and/or Liberty’s affiliated companies, and deduct and hold monies to apply to upcoming amounts due to Liberty and/or Liberty’s affiliated companies, and remit the balance to the Maker. All such payments shall be applied first to interest and then to principal. Interest under this Note will be calculated on the basis of a 360-day year consisting of twelve (12) 30-day months.

The Maker represents and warrants to Liberty that the loan evidenced by this Note is being made for approved business, commercial or investment purposes associated with the franchised business. The Maker further represents and warrants that the execution of this Note and the performance of the obligations stated herein have been duly authorized by all necessary action in accordance with all applicable law. The Maker may prepay this Note, in whole or in part, without penalty, at any time.

The Maker agrees to submit monthly financial information to Liberty including, but not limited to, income statements, balance sheets, and supporting documents, as Liberty specifies and in the format Liberty provides.

The Maker agrees to pay all attorneys’ fees and other costs and expenses that Liberty may incur in connection with the collection or enforcement of this Note or the preservation or disposition of any collateral for the payment of this Note.

Each person liable on this Note in any capacity, whether as maker, endorser, surety, guarantor or otherwise, and any holder (collectively hereafter “Obligor”), waives the benefit of the homestead exemption and of all other exemptions available to Obligor and also waives presentment, demand, protest, notice of dishonor, notice of acceleration of maturity, diligence in taking any action to collect sums owing hereunder and all other notices of every kind and nature to which any Obligor would

otherwise be entitled under the applicable law. Each Obligor agrees that Liberty may take any one or more of the following actions, on one or more occasions, whether before or after the maturity of this Note, without any notice to such Obligor, without any further consent to such actions, and without releasing or discharging such Obligor from liability on the Note: (a) extension or extensions of the time of payment of any principal, interest or other amount due and payable under this Note; (b) renewal of this Note, in whole or in part; (c) full or partial release or discharge from liability under this Note of any other Obligor; (d) waiver of any default under this Note or other agreement between Liberty and any Obligor relating to the indebtedness evidenced by this Note; or (e) agreement with the Maker changing the rate of interest or any other term or condition of this Note.

This Note may be assigned, transferred or negotiated by the noteholder to any person at any time without notice to or the consent of the Maker. The Maker may not assign or transfer this Note or any of its rights hereunder without the prior written consent of the noteholder. This Note shall inure to the benefit of and be binding upon the parties hereto and their permitted assigns.

TIME IS OF THE ESSENCE with regard to the payment of any amounts due under this Note and the performance of the covenants, terms and conditions of this Note.

Any one or more of the following shall constitute an event of default under this Note: (a) default in the payment of any installment or payment of principal, interest, or other amounts due and payable under this Note; (b) the death, dissolution, merger, consolidation or termination of existence of any Obligor; (c) any default by an Obligor in the performance of, or compliance with, any provision in this Note or other agreement, document or instrument to which any Obligor and Liberty are parties; (d) any Obligor is unable to pay debts as they become due, or is or becomes insolvent or makes an assignment for the benefit of creditors; (e) any Obligor files or becomes the subject of any petition or other pleading for relief under federal bankruptcy laws or any state insolvency statute; (f) a receiver is appointed for, or a writ or order of attachment, levy or garnishment is issued against, any Obligor or the property, assets or income of any Obligor; (g) if any representation or warranty made by or on behalf of the Maker in any agreement between the Maker and Liberty is false, misleading or incomplete in any material respect when made (or deemed to have been made); or (h) any termination, sale or other action whereby any Obligor ceases to hold ownership rights to the business to which this Notes relates.

If an event of default shall occur or if the Maker shall fail to pay this Note in full at maturity, the entire unpaid balance of this Note and all accrued interest shall become immediately due and payable, at the option of Liberty, without notice or demand to any Obligor. The remedies provided in this Note upon default and in other agreement between Liberty and any Obligor are cumulative and not exclusive of any other remedies provided under any other agreement or at law or in equity.

Each Obligor irrevocably appoints and authorizes Liberty and its attorneys, officers and employees, including specifically Scott Terrell, CEO, ~~Nick Evans, CFO,~~ William Harvey, General Counsel, and Rory Walters, CAO, any of whom may act, as its true and lawful attorneys-in-fact, to appear before the Clerk of any state or federal court, at any time after default hereunder, to waive the issuance and service of process and confess judgment against each Obligor in the total amount of the unpaid principal of this Note, together with the cost of confessing and entering judgment, all interest accrued thereon, and reasonable attorneys' fees as provided for herein, and to waive and release any errors in the proceeding and consent to immediate execution upon the judgment. Each Obligor ratifies and confirms all that the attorneys may do so pursuant to the foregoing.

The failure of Liberty to enforce any one or more of the terms or conditions of this Note shall not be deemed a waiver of such terms or conditions or of Liberty's rights thereafter to enforce each and every term and condition of this Note.

Each Obligor hereby waives trial by jury in any action or proceeding to which Obligor and Liberty may be parties, arising out of, in connection with or in any way pertaining to, this Note. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such action or proceeding, including claims against parties who are not parties to this Note. This waiver is knowingly, willingly and voluntarily made by each Obligor, and each Obligor hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury and that each Obligor has been represented in the signing of this Note and in the making of this waiver by independent legal counsel, or has had the opportunity to be represented by independent legal counsel selected of Obligor's own free will, and that Obligor has had the opportunity to discuss this waiver with Obligor's counsel.

Each Obligor agrees that any claim Obligor may have against Liberty, including Liberty's past and present employees and agents, shall be brought individually and that no Obligor shall join such claim with claims of any other person or entity or bring, join or participate in a class action against Liberty.

The covenants, terms and conditions of this Note shall be binding upon the heirs, personal representatives, successors and assigns of each Obligor and shall inure to the benefit of Liberty, its successors and assigns.

As security for Maker's obligations under this Note, Maker grants to Liberty a security interest in Maker's right, title and interest in the following, whether now or hereafter owned, acquired, arising, and all proceeds and products thereof:

- (a) all of Maker's right, title and interest in and to any and all franchise agreements and other agreements (including any and all amendments thereto) between Liberty or any subsidiary or franchisee of Liberty or any successors or assigns of Liberty or such subsidiary or franchisee, and Maker (whether now existing or hereafter entered into) pertaining to Maker's operation of the franchise business under the name "Liberty Tax" or names similar thereto or derived therefrom and any and all other trade names, logos, trademarks, service marks or licensed marks: (i) owned or adopted by Liberty or registered by Liberty under appropriate service mark or trademark registration laws for use in the business of preparing income tax returns and performing related services; and (ii) licensed to Maker pursuant to the Franchise Agreement; and
- (b) all "Accounts" and all "General Intangibles" (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by Maker in connection with the franchise business, including (without limitation) all ledgers, files, books, records, and accounts receivables; and
- (c) all of Maker's right, title and interest in and to any and all commissions, fees, concessions or payments of any money due Maker (whether now existing or hereafter acquired), as a sales representative, financial advisor, independent contractor, licensee, business owner, franchisee, stockholder, partner, officer, director or employee with any financial services business or financial products business, with any duly licensed member of the National Association of Securities Dealers, Inc., or with any broker/dealer; and
- (d) all "Equipment", "Supplies" and "Furniture and Fixtures" (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by

Maker in connection with the franchise business, including (without limitation) all computers, printers, computer networks, telephone systems, fax machines, file cabinets, all office furniture, desks, chairs, tables, signs, panels and calculators; and

(e) any proceeds received upon the sale, collection, or other disposition of any of the items described in (a), (b), (c) or (d) above.

The items set forth in clauses (a), (b), (c), (d) and (e) herein are collectively referred to hereinafter as the “Collateral.” Maker agrees that it may not pledge, subordinate, sell, dispose of, or otherwise encumber these items, without the express, prior written consent of Liberty.

Maker understands and agree that Liberty has the right to levy and retain, or sell if it desires, any property included as Collateral to satisfy all or part of its debt if Maker does not pay the amounts owed under this Note. Liberty, at its discretion, may file one or more financing statements under Virginia Uniform Commercial Code, naming Maker as a debtor and Liberty as secured party indicating the Collateral specified in this Note.

This Note shall be construed in all respects and enforced according to the laws of the Commonwealth of Virginia. Each Obligor hereby irrevocably and unconditionally consents to venue and personal jurisdiction in the state court located in or most proximate to the city or county of Liberty’s National Office, presently the Circuit Court in the City of Virginia Beach and the federal courts located in the state district where Liberty’s National Office is located, presently the United States District Court for the Eastern District of Virginia located in the Commonwealth of Virginia.

This Note constitutes the entire understanding of the parties and supersedes all prior negotiations, commitments, representations, and undertakings of the parties with respect to the subject matter hereof. This Note shall not be modified except by an instrument in writing drawn by the noteholder and signed by the Maker. This Note may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (e.g. “pdf”) format shall be effective as delivery of a manually executed counterpart of this Note. The words “execution,” “signed,” “signature,” and words of similar import in the Note shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC §7001 et seq.) (“ESIGN”) or any other similar state or federal laws based on the Uniform Electronic Transactions Act (“UETA”). The parties agree this Note is an effective, enforceable and valid Transferable Record (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) and may be created, authenticated, stored, transmitted, and transferred in a manner consistent with and permitted by the Transferable Records section of UETA or ESIGN.

The signature of an individual or individuals on behalf of an entity constitutes the entity’s agreement to such terms. In addition, the signatures of all individuals below in any capacity also constitute their personal joint and several agreement to perform all the obligations in and relating to this Promissory Note. All signators below waive any right to require that Liberty proceed against the other signators.

If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

WITNESS the following signature(s) and seal(s):

Signature of Maker

Signature of Maker

Printed Name of Maker

Printed Name of Maker

Home Address:

Home Address:

**PROMISSORY NOTE AND SECURITY AGREEMENT- FAC
(ENTITY)**

IMPORTANT NOTICE

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU UPON DEFAULT WITHOUT FURTHER NOTICE.

\$ _____

Date _____
Virginia Beach, Virginia

FOR VALUE RECEIVED, the undersigned maker(s) (the “Maker”) promises to pay to the order of JTH Tax LLC, d/b/a Liberty Tax Service (“Liberty”), at 2387 Liberty Way, Virginia Beach, VA 23456, or at the holder’s option, at such other place as may be designated from time to time by holder, the amount of [AMOUNT TEXT] (\$[AMOUNT]), together with interest at the rate of twelve percent (12%) per annum on the unpaid balance computed from the date funds are initially disbursed, together with an origination fee equal to one percent (1%) of loan amount, which shall be fully earned and payable upon execution of this Note, in the amount of [AMOUNT TEXT] (\$[AMOUNT]), for a total amount due of [AMOUNT TEXT] (\$[AMOUNT]), payable in one annual installment of [AMOUNT TEXT] (\$[AMOUNT]) plus all interest due on February 27, [YEAR].

However, pursuant to Liberty’s Automatic Payment Transfer program, all of the tax preparation, transmitter, software, and electronic filing fees, and any rebates that the Maker receives from bank products or customers who purchase bank products and all other revenue due to the Maker, shall initially be paid to Liberty. From these fees and any rebates, Liberty will deduct monies that the Maker owes to Liberty and deduct and hold monies to apply to upcoming amounts due to Liberty and remit any balance to the Maker. All such payments shall be applied first to past-due interest outstanding and then to principal. Interest under this Note will be calculated on the basis of a 360-day year consisting of twelve (12) 30-day months.

The Maker represents and warrants to Liberty that the loan evidenced by this Note is being made for approved business, commercial or investment purposes associated with the franchised business. The Maker further represents and warrants that the execution of this Note and the performance of the obligations stated herein have been duly authorized by all necessary action in accordance with all applicable laws. The Maker may prepay this Note, in whole or in part, without penalty, at any time.

The Maker agrees to submit monthly financial information to Liberty, such as an income statement balance sheet, and supporting documents, as Liberty specifies from time to time and in the format Liberty provides.

The Maker agrees to pay all attorneys’ fees and other costs and expenses that Liberty may incur in connection with the collection or enforcement of this Note or the preservation or disposition of any collateral for the payment of this Note.

Each person liable on this Note in any capacity, whether as maker, endorser, surety, guarantor or otherwise, and any holder (collectively hereafter “Obligor”), waives the benefit of the homestead exemption and of all other exemptions available to Obligor and also waives presentment, demand, protest, notice of dishonor, notice of acceleration of maturity, diligence in taking any action to collect sums owing hereunder and all other notices of every kind and nature to which any Obligor would

otherwise be entitled under the applicable law. Each Obligor agrees that Liberty may take any one or more of the following actions, on one or more occasions, whether before or after the maturity of this Note, without any notice to such Obligor, without any further consent to such actions, and without releasing or discharging such Obligor from liability on the Note: (a) any extension or extensions of the time of payment of any principal, interest or other amount due and payable under this Note; (b) any renewal of this Note, in whole or in part; (c) any full or partial release or discharge from liability under this Note of any other Obligor; (d) any waiver of any default under this Note or other agreement between the Lender and any Obligor relating to the indebtedness evidenced by this Note; or (e) any agreement with the Maker changing the rate of interest or any other term or condition of this Note.

This Note and any judgment based upon it may be assigned, transferred or negotiated by the noteholder to any person at any time without notice to or the consent of the Maker. The Maker may not assign or transfer this Note or any of its rights hereunder without the prior written consent of the noteholder.

TIME IS OF THE ESSENCE with regard to the payment of any amounts due under this Note and the performance of the covenants, terms and conditions of this Note.

Any one or more of the following shall constitute an event of default under this Note: (a) any default in the payment of any installment or payment of principal, interest, or other amounts due and payable under this Note; (b) the death, dissolution, merger, consolidation or termination of existence of any Obligor; (c) any default by Obligor in the performance of, or compliance with, any provision in this Note or other agreement, document or instrument to which any Obligor and Liberty are parties; (d) any Obligor is unable to pay debts as they become due, or is or becomes insolvent or makes an assignment for the benefit of creditors; (e) any Obligor files or becomes the subject of any petition or other pleading for relief under the Federal bankruptcy laws or any state insolvency statute; (f) a receiver is appointed for, or a writ or order of attachment, levy or garnishment is issued against, any Obligor or the property, assets or income of any Obligor; (g) if any representation or warranty made by or on behalf of the Maker in any agreement between the Maker and Liberty is false, misleading or incomplete in any material respect when made (or deemed to have been made); or (h) any termination, sale or other action whereby Obligor ceases to hold ownership rights to the business to which this Note relates.

If an event of default shall occur or if the Maker shall fail to pay this Note in full at maturity, the entire unpaid balance of this Note and all accrued interest shall become immediately due and payable, at the option of Liberty, without notice or demand to any Obligor. The remedies provided in this Note upon default and in other agreement between Liberty and any Obligor are cumulative and not exclusive of any other remedies provided under any other agreement or at law or in equity.

Each Obligor irrevocably appoints and authorizes Liberty and its attorneys, officers and employees, including specifically Scott Terrell, CEO, ~~Nick Evans, CFO,~~ William Harvey, General Counsel, and Rory Walters, CAO, any of whom may act, as its true and lawful attorneys-in-fact, to appear before the Clerk of any state or federal court, at any time after default hereunder, to waive the issuance and service of process and confess judgment against each Obligor in the total amount of the unpaid principal of this Note, together with the cost of confessing and entering judgment, all interest accrued thereon, and reasonable attorneys' fees as provided for herein, and to waive and release any errors in the proceeding and consent to immediate execution upon the judgment. Each Obligor ratifies and confirms all that the attorneys may do so pursuant to the foregoing.

The failure of Liberty to enforce any one or more of the terms or conditions of this Note shall not be deemed a waiver of such terms or conditions or of Liberty's rights thereafter to enforce each and every term and condition of this Note.

Each Obligor hereby waives trial by jury in any action or proceeding to which such Obligor and Liberty may be parties, arising out of, in connection with or in any way pertaining to, this Note. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such action or proceeding, including claims against parties who are not parties to this Note. This waiver is knowingly, willingly and voluntarily made by each Obligor, and each Obligor hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury and that each Obligor has been represented in the signing of this Note and in the making of this waiver by independent legal counsel, or has had the opportunity to be represented by independent legal counsel selected of Obligor's own free will, and that Obligor has had the opportunity to discuss this waiver with Obligor's counsel.

Each Obligor agrees that any claim any Obligor may have against Liberty, including Liberty's past and present employees and agents, shall be brought individually and that no Obligor shall join such claim with claims of any other person or entity or bring, join or participate in a class action against Liberty.

The covenants, terms and conditions of this Note shall be binding upon the heirs, personal representatives, successors and assigns of each Obligor and shall inure to the benefit of Liberty, Liberty's successors and assigns.

As security for Maker's obligations under this Note, Maker grants to Liberty a security interest in Maker's right, title and interest in the following, whether now or hereafter owned, acquired, arising, and all proceeds and products thereof:

- (a) all of Maker's right, title and interest in and to any and all franchise agreements and other agreements (including any and all amendments thereto) between Liberty or any subsidiary or franchisee of Liberty or any successors or assigns of Liberty or such subsidiary or franchisee, and Maker (whether now existing or hereafter entered into) pertaining to Maker's operation of the franchise business under the name "Liberty Tax" or names similar thereto or derived therefrom and any and all other trade names, logos, trademarks, service marks or licensed marks: (i) owned or adopted by Liberty or registered by Liberty under appropriate service mark or trademark registration laws for use in the business of preparing income tax returns and performing related services; and (ii) licensed to Maker pursuant to the Franchise Agreement; and
- (b) all "Accounts" and all "General Intangibles" (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by Maker in connection with the franchise business, including (without limitation) all ledgers, files, books, records, and accounts receivables; and
- (c) all of Maker's right, title and interest in and to any and all commissions, fees, concessions or payments of any money due Maker (whether now existing or hereafter acquired), as a sales representative, financial advisor, independent contractor, licensee, business owner, franchisee, stockholder, partner, officer, director or employee with any financial services business or financial products business, with any duly licensed member of the National Association of Securities Dealers, Inc., or with any broker/dealer; and
- (d) all "Equipment", "Supplies" and "Furniture and Fixtures" (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by Maker in connection with the franchise business, including (without limitation) all computers, printers, computer networks, telephone systems, fax machines, file cabinets, all office furniture, desks, chairs, tables, signs, panels and calculators; and

(e) any proceeds received upon the sale, collection, or other disposition of any of the items described in (a), (b), (c) or (d) above.

The items set forth in clauses (a), (b), (c), (d) and (e) herein are collectively referred to hereinafter as the “Collateral.” Maker agrees that it may not pledge, subordinate, sell, dispose of, or otherwise encumber these items, without the express, prior written consent of Liberty.

Maker understands and agree that Liberty has the right to levy and retain, or sell if it desires, any property included as Collateral to satisfy all or part of its debt if Maker does not pay the amounts owed under this Note. Liberty, it its discretion, may file one or more financing statements under Virginia Uniform Commercial Code, naming Maker as a debtor and Liberty as secured party indicating the Collateral specified in this Note.

This Note constitutes the entire understanding of the parties and supersedes all prior negotiations, commitments, representations, and undertakings of the parties with respect to the subject matter hereof. This Note shall not be modified except by an instrument in writing drawn by the noteholder and signed by the Maker. This Note may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (e.g. “pdf”) format shall be effective as delivery of a manually executed counterpart of this Note. The words “execution,” “signed,” “signature,” and words of similar import in the Note shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC §7001 et seq.) (“ESIGN”) or any other similar state or federal laws based on the Uniform Electronic Transactions Act (“UETA”). The parties agree this Note is an effective, enforceable and valid Transferable Record (as defined by the Virginia Uniform Commercial Code in effect as of the date hereof) and may be created, authenticated, stored, transmitted, and transferred in a manner consistent with and permitted by the Transferable Records section of UETA or ESIGN.

This Note shall be construed in all respects and enforced according to the laws of the Commonwealth of Virginia. Each Obligor hereby irrevocably and unconditionally consents to venue and personal jurisdiction in the state court located in or most proximate to the city or county of Liberty’s National Office, presently the Circuit Court in the City of Virginia Beach and the federal court located in the state district where Liberty’s National Office is located, presently the United States District Court for the Eastern District of Virginia located in the Commonwealth of Virginia.

The signature of an individual or individuals on behalf of an entity constitutes the entity’s agreement to such terms. In addition, the signatures of all individuals below in any capacity also constitute their personal joint and several agreement to perform all the obligations in and relating to this Promissory Note. All signators below waive any right to require that Liberty proceed against the other signators.

If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

WITNESS the following signature(s) and seal(s):

Maker:

(Enter Name of Entity Here)

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT D-1

ELECTRONIC RETURN ORIGINATOR (“ERO”) AGREEMENT

This PROGRAM SERVICES AGREEMENT (the “Agreement”), is made by and among Republic Bank & Trust Company (“Bank”), JTH Financial, LLC (“JTHF”), and the undersigned Electronic Return Originator (hereinafter referred to as “Participant”). JTHF, Bank and Participant are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties.”

RECITALS

WHEREAS, Bank is engaged in the business of offering, providing and processing tax refund products, including, but not limited to, Refund Transfers (“RTs”) and Easy Advances (if applicable). RTs and Easy Advances are collectively referred to as “Financial Products”;

WHEREAS, JTHF developed a processing system that integrates into the tax preparation software used by Participant that enables Participant to offer Financial Products to Participant’s Customers (the “Program”); and

WHEREAS, Participant desires that JTHF make available the Program in order for Participant to offer Financial Products to its Customers.

NOW THEREFORE, In consideration of the foregoing, the Parties agree as follows:

AGREEMENT

1. Effective Date. This Agreement is effective upon: (i) JTHF and Bank receiving this completed Agreement; (ii) a completed copy of Participant’s Enrollment Record; (iii) the ERO passing a suitability check; and (iv) JTHF and Bank approving the ERO to participate in the Program.
2. Term. This Agreement shall become effective on the Effective Date and shall terminate on Decem, unless JTHF or Bank otherwise terminates this Agreement pursuant to its terms.
3. Definitions.
 - a. Application. Depending on the Financial Product, the form the taxpayer submits to apply for an RT or Easy Advance.
 - b. Customer. A taxpayer who applies for a Financial Product under the Program.
 - c. Disbursement Method: includes a paper check, a direct deposit, and prepaid debit card.
 - d. Easy Advance. A loan offered by Bank to the taxpayer that is secured by the taxpayer’s tax refund and may be disbursed by paper check, a direct deposit, and prepaid debit card.
 - e. EFIN. The Electronic Filing Identification Number issued by the IRS to Participant that allow Participant and tax preparers to electronically file tax returns with the IRS.
 - f. Enrollment Record. Information provided to JTHF by Participant which includes Participant’s prior year tax statistics, compliance testing results, financial information, bank accounts, audit results, EFIN, office information, and contact information.

- g. Manuals. The current year JTHF User Manual and Compliance Manual as provided to Participant for use in the Program.
 - h. RT. A qualified taxpayer may apply for a RT, which is the taxpayer's receipt of their tax refund by authorized Disbursement Method, less fees authorized by the taxpayer.
- 4. Enforcement of Agreement. Bank shall have the right to enforce the following provisions in lieu of and with the same standing, right and authority as JTHF: Sections 2, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 22.
- 5. Program Enrollment Requirements.
 - a. Suitability Check. Each Participant must undergo a suitability check prior to being enrolled in the Program. Participant authorizes JTHF to conduct a suitability check, including a background check and Office of Foreign Assets Control ("OFAC") screening, using third-party vendors chosen by JTHF. Participant agrees that JTHF or Bank may deny Participant's application to enroll in the Program, in each Party's sole discretion, if Participant fails the suitability check in accordance with JTHF's current enrollment requirements. If JTHF determines, after performing further due diligence, that Participant is a valid OFAC match, JTHF will report the occurrence in accordance with applicable law.
 - b. EFIN. Participant shall have a valid EFIN issued by the IRS to Participant in order to participate in the Program. Participant will provide to JTHF, upon JTHF's request, proof of ownership of the EFIN. If Participant or any of its officers, directors, shareholders, or employees has ever been, or subsequently is denied by the IRS an EFIN, Participant shall immediately notify JTHF. In the event Participant's EFIN is revoked by the IRS, Participant shall notify JTHF immediately and discontinue use of revoked EFIN. Participant shall not share, transfer or otherwise permit any other tax preparer to use its EFIN.
 - c. Participant Information. Participant authorizes JTHF to share Participant information, including this Agreement, the results of the suitability check and the Enrollment Record, with Bank under the Program. Participant information includes, but is not limited to, Participant's EFIN, Participant's name, business name and information, and current and prior tax year statistics and performance.
 - d. Financial Product Availability. Financial Products may not be available in each state and Participant's ability to offer Financial Products may be dependent on Participant enrolling with, being accepted by, and signing an additional agreement with Bank.
 - e. Policies and Procedures. Participant agrees to follow JTHF's and Bank's policies and procedures now in effect and as modified from time to time, including the Manuals, the provisions of which are hereby incorporated into this Agreement. JTHF reserves the right, in its sole discretion, to amend the Manuals and establish additional or alternative policies and procedures relating to the Program. Such amendments will be provided to Participant in writing via electronic communication prior to becoming effective. Participant agrees to receive all such communication from JTHF in electronic form.
 - f. Financial Product Training. JTHF offers Financial Product training to each prospective Participant. Participant must enroll and pass Financial Product training prior to be

enrolled to offer the Program. Participant agrees to take all training courses regarding the Program as required by JTHF or training offered by Bank.

- g. Participant Employee Training. Each tax preparer, employee or contractor of Participant who will (i) have access to Confidential Information (as defined below), or (ii) will offer or discuss the Program and Financial Products with Customers, is required to read all Manuals and take all training courses required by JTHF. Participant shall cause each tax preparer, employee, or contractor to take all required JTHF trainings prior to offering Financial Products to Customers. Participant shall be solely responsible for ensuring all of its tax preparers, employees or contractors comply with JTHF's and Bank's policies and procedures when discussing the Program or offering the Financial Products.

6. Participant's Duties and Obligations. During the Term of this Agreement, Participant shall:

- a. obtain the Customer's electronic signature on all Applications and disclosure documents. If Participant experiences technical issues that preclude them from capturing an electronic signature, Participant agrees to have each Application and disclosure documents, wet-signed by the Customer. Participant shall provide a copy of all documents that are wet-signed to JTHF in accordance with JTHF's instructions. All wet-signed documents shall be made available to JTHF within 24 hours of their being signed by the Customer. Failure to make documents available to JTHF within 24 hours of signature may result in (i) the Application not being processed and/or (ii) Participant's termination from the Program.
- b. not assist any person in fraudulently completing a tax return or Application and notify JTHF immediately of any attempt to obtain a Financial Product by fraud. Participant shall take reasonable steps to ensure that each Application and related tax return is complete and accurate. If JTHF suspects fraud, JTHF will conduct a compliance investigation. Participant agrees to provide to JTHF, upon reasonable request, any information Participant has relevant to the investigation. If JTHF verifies fraud, Participant agrees that JTHF may suspend processing Applications, return Customer refunds to the taxing authority, and immediately terminate Participant from the Program. In the event of verified fraud, Participant will be liable to JTHF and Bank for any losses incurred by JTHF and/or Bank resulting from the failure of Participant to use all reasonable due diligence and fraud prevention measures.
- c. deliver all legally required disclosures and obtain all legally required consents from the Customer in order to submit the Application and other Program required documents to JTHF.
- d. not impose higher fees for tax preparation services based on whether a Customer obtains a Financial Product or claims the Earned Income Tax Credit or offer discounts based on whether a Customer does not obtain a Financial Product or does not claim the Earned Income Tax Credit.
- e. provide the Customer an opportunity to read all Financial Product disclosures and the Application, explain the Financial Product disclosures and Application to the Customer in its entirety, ensure the Customer signs the required Financial Product disclosures and Application prior to submitting to JTHF, and provide the Customer with a copy of the

signed Application, together with any other disclosures as required by JTHF or applicable law.

- f. ensure that the tax preparation fees charged by Participant are (i) charged in accordance with the guidelines established in the Manual(s); (ii) charged in accordance with applicable IRS regulations, including IRS Publication 1345; (iii) authorized by the Customer to be deducted from the Customer's tax refund; and (iv) are accurately disclosed on the Financial Product disclosures and Financial Product check.
- g. not (i) hold or refuse to deliver the Customer's Financial Product proceeds; (ii) require the taxpayer to pay any additional fees from the Financial Product proceeds, tax refunds, or any other amounts otherwise disbursed to the Customer; (iii) require the Customer to pay debt the Customer may owe Participant or others with Financial Product proceeds, tax refunds, loan proceeds or other amounts disbursed to the Customer; or (iv) use any other Disbursement Method other than those authorized by JTHF or the Bank.
- h. promptly disburse Financial Product proceeds to Customers upon receiving the authorization from JTHF or Bank. Participant shall only deliver the Financial Product proceeds to the Customer identified on the Application and using the authorized Disbursement Method chosen by Customer. Participant shall require any person receiving a check or disbursement to provide government approved identification, which identification shall match the name of the Customer on the Application. If Participant fails to promptly disburse Financial Product proceeds to Customer, JTHF may, upon request from the Customer, issue a Bank check directly to the Customer and Participant shall pay to JTHF a check issuance fee of \$25.00 plus any applicable shipping charges incurred by JTHF.
- i. comply with all applicable federal and state laws, rules, and regulations, including all state licensing, registration or disclosure requirements relating to tax preparation or offering of Financial Products.
- j. notify JTHF of any Customer complaints regarding the Program within two (2) days of receipt of the complaint.
- k. ensure that Participant and its tax preparers do not self-prepare their taxes and subsequently apply for an Easy Advance.
- l. agree that payments to Bank for an approved Easy Advance may be deducted from any fees due to the Participant. Any outstanding amounts owed to Bank by Participant for an approved Easy Advance may be debited from the bank account provided to JTHF for the deposit of fees owed to Participant.
- m. not charge the taxpayer applying for the Easy Advance to pay the Participant fee associated with an approved Easy Advance.
- n. not charge the taxpayer any additional fee to facilitate applying for or obtaining the Easy Advance, nor require the taxpayer to obtain any additional product to obtain an Easy Advance.

- o. agree to not accept taxpayer's Easy Advance proceeds as payment for tax preparation fees owed to Participant.
- p. operate only physical locations and only use EFINs approved by JTHF. Participant shall not use drop off collection points for the Application and shall only use internet websites that have been approved by JTHF and Bank.
- q. agree to notify JTHF and Bank prior to implementing any critical changes in policies, procedures, or training that would affect product delivery, solicitation, marketing or the offering of Bank's Financial Products.
- r. agree that JTHF, without any liability to Participant, may withhold any fees due to Participant for any one of the following: (i) if Participant or any of its officers, directors, shareholders or employees has ever been denied a request to the IRS for an EFIN or PTIN and a reasonable explanation for such denial, judged in the sole discretion of JTHF, has not been furnished to JTHF; (ii) a violation by Participant of any provision of this agreement or any policy, procedure contained herein or in the Manuals; (iii) Participant elects to wind up or dissolve its operations, is involuntarily wound up and dissolved, or becomes insolvent, incurs material adverse change in its financial condition, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy for its reorganization, or is adjudicated as bankrupt or insolvent; (iv) termination of the Program by JTHF or Bank; or (v) if any fraudulent returns are submitted to the IRS under the Program by Participant.
- s. agree that JTHF or Bank, at each Party's sole discretion, may request Participant's and its officers' credit reports and/or background information to determine eligibility for acceptance or continuation of Participant with the Program.
- t. agrees to submit any and all Bank Product training, advertising, and/or marketing material including but not limited to: point-of-sale materials, direct mail pieces, newsletters, radio/television scripts/video, newspaper/magazine advertisements, internet websites or advertisements, social media websites, emails, announcements, and/or presentations, including any changes to the same, to JTHF and Bank, on or before deadlines set by Bank, for approval prior to Participant's use of any such materials.

7. JTHF Duties and Obligations. During the Term of this Agreement, JTHF will:

- a. use reasonable commercial efforts to process Applications or forward Applications to Bank in a timely manner and in accordance with industry standards.
- b. provide to Participant, in connection and/or SiempreTax+ LLC, the Financial Product software and onsite check printing program to enable Participant to offer the Program.
- c. provide and maintain a customer call center through which Participant or Participant's customers may inquire about the status of Financial Products.
- d. provide Participant, as applicable, an allotment of Bank check stock and prepaid debit cards for use in the Program.
- e. provide Participant model disclosure forms for use in complying with applicable federal or state laws, regulations and rules.

- f. make available to Participant and in conjunction with JTH Tax LLC and/or SiempreTax+ LLC an electronic information database and/or reports regarding Participant's Customers. JTHF makes no representation or warranty regarding the accuracy or completeness of the information contained in the database or report furnished to Participant. Participant agrees that JTHF shall have no liability to Participant or its Customers by reason of any information on a database or report being inaccurate or incomplete.
 - g. promptly notify Participant upon acceptance of the Application by JTHF or Bank, and provide to Participant authorization to disburse the Financial Product proceeds to the Customer.
8. Refund Processing, Tax Preparation and Account Fees. In conjunction with the Bank, JTHF shall process Participant's tax preparation fee, if any, due to Participant when the refund(s) are received from the IRS or state taxing authority; provided however, the amount of the total fees paid to Participant shall not exceed that set out in the Manual or otherwise provided for in this Agreement. The RT account fees due to Bank and the processing fees due to JTHF, if applicable, may be deducted from the refunds received from the IRS or state taxing authority or from the tax preparation fees due to Participant. Participant hereby authorizes JTHF and Bank to deduct any RT account fees from the tax preparation fee due, prior to remittance of the same to Participant.
9. Representations and Warranties. Participant represents and warrants to JTHF and Bank as follows:
- a. Bank shall be the sole entity utilized by Participant to provide Financial Products to taxpayers. Participant will utilize only JTHF for processing Applications, unless otherwise given written consent by JTHF.
 - b. Participant is in compliance with all applicable federal and state laws, regulations, rules and circulars with respect to the Program and tax preparation services offered to customers and Participant possesses all required approvals, licenses and certifications required to prepare tax returns and offer Financial Products.
 - c. Participant will use reasonable due diligence by following all IRS e-file rules and requirements to ascertain the accuracy of all tax returns and Applications.
 - d. Participant is in compliance with consumer privacy laws, and shall be solely responsible for compliance with all applicable law, regulations, and regulatory guidance with respect to privacy of Customer information.
 - e. Participant possesses all approvals, permits, memberships, contracts, licenses, required education and training, and identification numbers, necessary to conduct its business.
 - f. The execution, delivery and performance of this Agreement by Participant has been fully authorized, and will not result in any violation of, conflict with, or result in a default under any agreement, instrument, undertaking, judgment, decree, order, statute, rule or governmental regulation applicable to Participant.

- g. Participant is a franchisee of JTH Tax LLC and/or SiempreTax+ LLC. Participant will comply at all times with the terms of its franchise agreement with JTH Tax LLC and /or SiempreTax+ LLC.

10. Internal Control, Records, Audits and Storage.

- a. Document Retention. Participant shall retain with respect to each Customer, a paper or electronic copy of the Customer's Application, together with copies of all financial product disclosures and consent forms for a period of at least three years. Tax returns, W-2s and other supporting/income documentation must be retained in accordance with IRS and State requirements. All such records must be kept in a safe, secure and confidential manner pursuant to the retention, security and confidentiality requirements set out in the Manual. Participant shall, upon request by JTHF or Bank, deliver to JTHF or Bank copies of the records within 48 hours.
- b. Audits. Participant agrees to make its premises, books, records, or files available to JTHF, JTHF auditors, Bank, or any of their respective regulators, if any, upon request, and without prior notice. If Participant fails to schedule and/or refuses an audit request, or if JTHF or Bank determines that either must audit Participant more than one time during the same tax season in order to insure compliance with each Party's respective policies and procedures, and the results of the audit establish that Participant is not in compliance with either Party's policies and procedures, Participant shall reimburse JTHF and/or Bank, for all costs and expenses related to the subsequent audit.
- c. Secure Check and Card Storage. Participant will be provided, as applicable, Bank checks and prepaid debit cards used to disburse Financial Product proceeds to Customers. Participant agrees to keep check stock and prepaid debit cards in a locked safe, drawer or cabinet with reasonable access and security safeguards in place. Participant agrees that voided, incomplete, or damaged checks and prepaid debit cards will be immediately destroyed. Participant further agrees to use, complete, handle and disburse checks, and prepaid debit cards strictly in accordance with the requirements set forth in this Agreement and the User Manual. Participant will only deliver the Financial Product check to the Customer if the itemization of fees is attached and printed and all Participant's fees are accurately disclosed thereon. Participant agrees to indemnify Bank and/or JTHF if Participant releases any duplicate checks or delivers a check to an incorrect Customer. Furthermore, Participant agrees that JTHF or Bank may withhold any and/or all of Participant's fees in order to indemnify JTHF or Bank if Participant releases any duplicate checks or delivers a check to an incorrect Customer. Participant acknowledges that mishandling of checks or prepaid debit cards will be cause for immediate suspension or termination from the Program. Participant shall pay to JTHF a check exception fee of \$100.00 for any check that is presented for payment to the Bank that is in a voided status or requires manual processing.

11. Indemnity and Right of Set-Off.

- a. Participant authorizes JTHF to withhold any and/or all of Participant's tax preparation fees to indemnify JTHF and Bank for (i) losses resulting from Participant's failure to use reasonable due diligence and fraud prevention measures, and/or (ii) for any amounts owed to Bank pursuant to Participant's indemnification obligations to Bank under this Agreement. Participant further authorizes JTHF to freeze, reverse, or debit ACH payments due Participant, to withhold fees due to Participant for outstanding amounts

due to JTHF or Bank under Section 8, or to bill Participant's account receivable with JTH Tax LLC and/or SiempreTax+ LLC for fees associated with Applications that are in dispute or activity by Participant that JTHF deems fraudulent or suspicious.

- b. Participant further understands that Participant is responsible for all preparers and is responsible for all Program related activity originating by all preparers from Participants' office, including the actions of any employees or tax preparers.
- c. Participant hereby agrees that Participant, its officers, directors and employees (or similarly situated persons) shall be jointly and severally liable to JTHF and Bank for any losses incurred by JTHF or Bank resulting from the failure of Participant to adhere to JTHF's or Bank's policies and procedures related to the Program.
- d. PARTICIPANT HEREBY AGREES TO INDEMNIFY AND REIMBURSE JTHF, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, JUDGMENTS, PENALTIES, DAMAGES, DIRECT EXPENSES AND OTHER PAYMENTS IN CONNECTION WITH ANY CLAIMS, DISPUTES, CONTROVERSIES OR LITIGATION AND SHALL RELEASE AND NOT HOLD JTHF LIABLE FOR ANY DAMAGES IF PARTICIPANT, ITS EMPLOYEES OR AGENTS:
 - i. Releases duplicate Financial Product proceeds to a Customer;
 - ii. Delivers a check or prepaid debit card to an incorrect customer;
 - iii. Provides incorrect, false or fraudulent direct deposit instructions on the Application or tax return;
 - iv. Commits an act of fraud using the JTHF or Bank systems;
 - v. Directly or indirectly files a false or abusive Application with JTHF or Bank;
 - vi. Steals, embezzles, defalcates, negotiates, or otherwise misappropriates checks, direct deposits, or prepaid debit cards and those checks, direct deposits, or prepaid debit cards are subsequently negotiated, transferred, funded or paid;
 - vii. Violates any laws, rules or regulations applicable to Participant in connection with the Program; or
 - viii. Violates this Agreement, even if this Agreement is terminated by JTHF.

12. Termination.

- a. JTHF or Bank may terminate this Agreement upon reasonable notice to Participant. Participant may terminate this Agreement by giving at least 60 days' written notice to JTHF and Bank of its intent to do so.
- b. JTHF or Bank, without any liability to Participant or its taxpayer clients, may suspend, terminate, change or limit Participant's participation in the Program, in its entirety, or partially, at any time for any one or more of the following reasons:

- i. Legal, regulatory or operational complications make the Program economically impracticable or infeasible in whole or in part;
- ii. The United States government or any agency thereof, or any state or local government or any agency thereof, takes, or fails to take, action that in the sole judgment and discretion of JTHF is inconsistent with the continuation of the Program or with JTHF's best interests;
- iii. Participant is not in compliance with any provision of this Agreement or the Manuals;
- iv. Participant is not in compliance with its franchise agreement or is terminated as a franchisee by JTH Tax LLC and/or SiempreTax+ LLC or otherwise fails to use the tax preparation software, electronic filing services, or other requirements under the Program;
- v. Participant includes a materially false representation or omission of fact to JTHF or Participant falsifies any financial data, makes a false submission with regard to any required reports or otherwise commits an act of fraud with respect to the Program or Participant's obligations under this Agreement;
- vi. Participant elects to wind up or dissolve its operations, is involuntarily wound up and dissolved, or becomes insolvent, incurs a material adverse change in its financial condition, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy for its reorganization, or is adjudicated as bankrupt or insolvent; or
- vii. Participant directly or indirectly files any fraudulent or abusive tax returns with the IRS or state taxing authorities.

13. Confidential Information.

- a. In performing its obligations pursuant to this Agreement, Participant may, with or without consent, gain access to certain confidential proprietary information about the Program, including JTHF's marketing philosophies and objectives, competitive advantages and disadvantages, technological development, sales volumes, information relating to the tax software, names, addresses and account numbers of JTHF and Participant's clients, completed Applications and any other JTHF documents, or other information of the business affairs of JTHF that JTHF reasonably considers confidential and/or proprietary (collectively referred to herein as "Confidential Information").
- b. Section 501(b)(3) of the Gramm-Leach-Bliley Act states that information security standards must include various safeguards to protect against not only "unauthorized access to" but also the "use of" Confidential Information relating to taxpayers that could result in "substantial harm or inconvenience to any customer." In that regard, Confidential Information includes, but is not limited to, taxpayers' names, social security numbers, dates of birth, addresses, number of months at address, phone numbers, financial information as to loans or other products, or other loans or accounts or tax information, bankruptcy, employer names and phone numbers.

- c. Participant shall maintain as proprietary and confidential all such Confidential Information and further agrees not to use such Confidential Information, nor to disclose such Confidential Information to any third party, except in performing its obligations pursuant to this Agreement and as authorized by taxpayers.
- d. Participant warrants to JTHF and Bank that it is in compliance with all security policies and procedures, as set forth in the Manuals and IRS circulars, including IRS Publication 4557, and such reasonable and appropriate safeguards are and will remain in place.
- e. Participant further agrees to protect all Confidential Information by utilizing appropriate means, including but not limited to, the following electronic means: firewalls, anti-virus software, intrusion protections systems, utilizing tax preparation software with encrypted data transfer, and software security controls (computer and software logon passwords) and such appropriate physical security methods including, but not limited to, storage of all Confidential Information not in use and appropriate access and security measures for its office location(s).
- f. Participant shall provide training to all employees and contractors as to such electronic and physical security measures. Participant shall, at no time, allow public access to Confidential Information. Participant agrees to keep all Confidential Information, maintained in physical paper form, in locked filing cabinets and/or behind a locked door at all times, and shall properly dispose of Confidential Information that is not required to be retained in accordance with the Manual. Furthermore, Participant shall not take any Confidential Information, in any form, out of the United States.
- g. Participant shall immediately provide JTHF notice of any breach resulting in unauthorized intrusion(s), loss or theft of the Confidential Information and shall specify the corrective action taken by Participant to regain possession or limit disclosure of the Confidential Information. Participant shall assess the nature and scope of any incident and specifically identify the Confidential Information that has or may have been lost or stolen and potentially improperly accessed or misused. Participant shall take appropriate steps to contain and control any incident of breach of security relating to the Confidential Information, assist JTHF with all reasonably requested steps needed to make all notifications required by JTHF of any such breach, prevent harm or inconvenience from such breach and agrees, upon request, to indemnify JTHF for any loss or costs associated with any breach of security or unauthorized disclosure.
- h. Unless prohibited by law, upon termination of this Agreement Participant agrees to return all Confidential Information including, but not limited to, all Applications, cards, checks, forms and documents designed or used in connection with the Program, and shall shred all voided, damaged and unused documents and checks. Such obligations survive the termination of this Agreement.

14. Status of the Parties.

- a. In performing their respective responsibilities pursuant to this Agreement, the relationship between JTHF, Bank, and Participant is that of independent contractors. This Agreement does not create a relationship of partner or joint venture or other

relationship as employee or agent of the other. Neither Party shall represent that its relationship with the other is anything but that of an independent contractor.

- b. Any third party used by Participant to perform any of its responsibilities under this Agreement is deemed to be an agent of Participant and not the agent of JTHF. Participant is fully responsible for the fees and actions of any such third party with respect to their services and performance and to assure that such service or performance is in compliance with the terms of this Agreement.
- 15. Expenses. Other than as set out below, each Party will bear all expenses connected with its performance of its obligations under this Agreement, and no Party will have the right to incur any expense or liability on behalf of any other Party.
- 16. Limitation of Liability. JTHF and Bank shall not be liable to Participant or its clients or agents for any consequential, incidental, indirect or special damages, or the loss of profits, income or other benefits, arising out of or in connection with this Agreement or the services performed hereunder.
- 17. Advertising. Participant agrees to only use Financial Product ads and marketing materials that have been approved by JTHF and Bank and provided by JTH Tax LLC and /or SiempreTax+ LLC. Participant agrees that no changes to the ads or marketing materials will be made at any time while the ads or marketing materials are in use or on display. Marketing includes but is not limited to television and radio, newspapers, magazines, other periodicals, the Internet, social media, computer software, electronic mail, facsimile, wireline and wireless telecommunications, direct mail, live on-street solicitation, billboards and outdoor signs, banners, window displays, placards, posters, brochures, desk signs, flyers, charts, computer screens, PowerPoint presentations, and/or training manuals.
- 18. No Assignment. This Agreement and its rights and duties may not be assigned by Participant without prior written consent of JTHF and Bank.
- 19. Severance. If any provision of this Agreement is prohibited by or deemed invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, the remainder of such provision or the remaining provisions of this Agreement will remain enforceable. Any headings or captions are intended solely for the convenience or reference purposes and do not constitute part of this Agreement.
- 20. Full Understanding. This Agreement and the Manuals contain the entire understanding of the Parties hereto with respect to the subject matter of this Agreement. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between JTHF, Bank, and Participant with respect to such matter. Only a written instrument duly executed and delivered by the parties hereto, or their approved assignees, may amend this Agreement.
- 21. Waiver. Except as otherwise provided in this Agreement, the remedies provided herein are cumulative and do not preclude the assertion by either Party of any other rights or any other remedies against the other Party. Neither Party shall be deemed to have waived, nor be estopped from asserting, any of its rights, powers or remedies under this Agreement unless such waiver is approved in writing by the waiving party.

22. Choice of Law; Venue, Jury Waiver; Class Actions.

- a. Virginia Law. This Agreement is effective upon its acceptance in Virginia by JTHF's authorized officer. Virginia law governs all claims which in any way relate to or arise out of this Agreement or any of the dealings of the Parties hereto.
- b. Jurisdiction and Venue. In any suit brought by JTHF, which in any way relates to or arises out of this Agreement, or any of the dealings of the Parties hereto, Participant consents to venue and personal jurisdiction in the state and federal court located in or most proximate to the city or county of JTHF's national office, presently Virginia Beach state courts and the United States District Court in Norfolk, Virginia. In any suit brought against JTHF, including JTHF present or former employees or agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the Parties hereto, venue shall be proper only in the federal court district and division located nearest JTHF's national office (presently the U.S. District Court in Norfolk, Virginia), or if neither federal subject matter nor diversity jurisdiction exists, in the city or county state court located where JTHF's national office is (presently the City of Virginia Beach, Virginia).

In any suit brought by Bank, which in any way relates to or arises out of this Agreement, or any of the dealings of the Parties hereto, Participant consents to venue and personal jurisdiction in the state and federal court located in or most proximate to the city or county of Bank's headquarters, presently Louisville, Kentucky state courts and the United States District Court in the Western District of Kentucky at Louisville. In any suit brought against Bank, including Bank present or former employees or agents, which in any way relates to or arises out of this Agreement, or any of the dealings of the Parties hereto, venue shall be proper only in the federal court district and division located nearest Bank's headquarters (presently the U.S. District Court in the Western District of Kentucky at Louisville), or if neither federal subject matter nor diversity jurisdiction exists, in the city or county state court located where Bank's headquarters are (presently the City of Louisville, Kentucky).

- c. Jury Waiver. In any trial between any of the Parties hereto, including present or former employees or agents of JTHF or Bank, which in any way relates to or arises out of this Agreement, or any of the dealings of the Parties hereto, Participant, Bank, and JTHF agree to waive the rights to a jury trial and instead have such action tried by a judge.
 - d. Class Action Waiver. Participant agrees that any claim it may have against JTHF or Bank, including JTHF's or Bank's past or present employees or agents, shall be brought individually and Participant shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against JTHF.
23. Acknowledgments. Participant acknowledges that it has read this Agreement and that Participant is familiar with its contents. Participant acknowledges that no person is authorized to make and no person has made any representations regarding the terms of this Agreement or the Program.
24. Survival. Sections 6, 9, 10, 11 and 13-24 shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized agents as of the date indicated below.

ERO SIGNATURE: _____ DATE: _____

EXHIBIT D-2

FRANCHISE ELECTRONIC FILING AND SOFTWARE SYSTEMS AGREEMENT

This Franchise Electronic Filing and Software Systems Agreement (“**Agreement**”) is entered into between JTH Tax LLC d/b/a Liberty Tax Service and its affiliates (“**Liberty**”), and you (“**Franchisee**”) (collectively, “**Parties**”). BY CLICKING YOUR ACCEPTANCE OF THIS AGREEMENT OR BY INSTALLING, ACCESSING, OR USING ANY SOFTWARE THAT IS PART OF THE LIBERTY SYSTEM (as that term is defined below), YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MAY NOT USE THE LIBERTY SYSTEM.

Franchisee is a party to a franchise agreement or franchise agreements with Liberty (all of which may be referred to collectively as the “**Franchise Agreement**” or may be referred to separately as “**each separate Franchise Agreement**,” or “**Franchised Business**,” as the context requires). All capitalized terms used in this Agreement, not otherwise specifically defined, will have the meanings as defined in the Franchise Agreement.

Liberty has entered into the Software License Purchase Agreement with Drake Software, LLC (“**Software Vendor**”) to license franchisees tax preparation software (“**Tax Software**”) to assist in the preparation and transmittal of individual and business federal tax and related state tax returns (“**Tax Returns**”), including returns to be filed electronically with the Internal Revenue Service (“**IRS**”) and/or states (collectively referred to as “**Electronic Filing Services**”), and providing for tax refund related settlement products (all of the above, collectively, “**Liberty System**”). Franchisee desires to use the Liberty System for the operation of the Franchised Business.

In exchange for the respective promises contained in this Agreement, the Parties agree as follows:

- 1. Grant of License.** Subject to the terms and conditions set forth below and in the Franchise Agreement, Liberty grants Franchisee a non-exclusive, non-sublicensable, and non-transferable license to use the Liberty System solely in connection with the operation of the Franchised Business within your Territory and Electronic Filing Services during the term of this Agreement.
- 2. Use of the Liberty System.** Franchisee will use the Liberty System exclusively for the purpose of tax preparation and Electronic Filing Services and only during the times that Liberty makes the Liberty System available. Liberty will announce through written or electronic communications directed to Franchisee any dates established by Liberty as the first date or last date that the Tax Software and Electronic Filing Services may be provided by Franchisee to clients. Any announcement will not be subject to the “Notices” provision of this Agreement. Liberty will provide Franchisee with any modifications or enhancements to the Liberty System in Liberty’s sole discretion. Liberty may change its Software Vendor at any time and make updates to the Liberty System periodically throughout the year. You are required to follow all relevant instructions to update your computer system accordingly. Franchisee is required to use the Liberty System exclusively for the purpose of tax preparation and Electronic Filing Services.

Liberty will provide a variety of services to Franchisee that are allowed by applicable laws and consistent with the Franchise Agreement and related documents. Some of these services will involve a disclosure by Franchisee of Client Data, including tax return information to Liberty. In the ordinary course of business, the Parties may disclose Client Data and any other non-public, personal information to each other as permitted by law including, but not limited to, when: (a) the receiving party is acting as a service

provider to the disclosing party, or (b) necessary to effect, administer, or enforce a transaction that a client requests or authorizes, or (c) servicing or processing financial products or services that a client requests or authorizes to maintain or service the client's account. The party receiving Client Data and any other non-public, personal information must take reasonable and appropriate steps to maintain safeguards for the protection of all Client Data and any other non-public, personal information provided by the disclosing party; and the receiving party agrees that it is prohibited from disclosing or using the Client Data and any other non-public, personal information other than to carry out Services (as defined in Section 6 of this Agreement). This may include other uses or disclosures as permitted by law in the ordinary course of business so that the receiving party may perform Services.

The Parties are tax return preparers subject to IRC Section 7216. IRC Section 7216 limits tax return preparers' ability to use and disclose tax return information without consent for purposes other than the preparation of a tax return; however, certain exceptions may apply (including, but not limited to, a party's provision of "auxiliary services" for another party in connection with tax preparation). The Parties are subject to restrictions under IRC Section 7216 and acknowledge that a violation is a misdemeanor criminal offense subject to: (a) a \$1,000 fine per violation, (b) a prison sentence of up to one year, and (c) certain civil penalties available under IRC Section 6713.

3. Term. Unless terminated earlier, this Agreement is in effect for a "Term" commencing upon acceptance by Franchisee and ending on the earlier of: (a) at such time that Franchisee exits as a Liberty franchisee; or (b) the date a subsequent Franchise Electronic Filing and Software Systems Agreement is accepted by Franchisee.

4. Limitations on Authority Granted. Franchisee must use the Liberty System only as provided in this Agreement or as otherwise instructed by Liberty and only during the Term granted under this Agreement. Franchisee must use the Liberty System when Liberty's Electronic Filing Services are permitted to be offered by Franchisee, only within the Territory and pursuant to the terms of the Franchise Agreement. Franchisee further agrees and acknowledges that all Client Data recorded and transmitted by Franchisee using the Liberty System will be transmitted to Liberty.

5. Conditions Precedent. This Agreement and the respective rights and obligations of the Parties regarding the Liberty System during the Term are expressly conditioned upon (a) Liberty's acceptance to participate in the IRS's Electronic Filing Services for the Tax Season (the period from the first weekday after January 1 through the last date individual federal income tax returns for the preceding year may be filed without an extension of time or incurring any penalty for late filing); (b) Franchisee's being accepted by the IRS to participate in Electronic Filing Services for the Tax Season; and (c) Franchisee's satisfactory completion of training in the use and operation of the Liberty System as determined by Liberty in its sole discretion and continuation as a Franchisee pursuant to valid Franchise Agreement with Liberty.

6. Integration with Franchise Agreement. Any services performed using the Liberty System, Electronic Filing Services or Authorized Services (collectively, "**Services**"), and all provisions in each separate Franchise Agreement under which the Services are conducted, will pertain to the Liberty System or Electronic Filing Services. Any provision in this Agreement pertaining to the Liberty System or Electronic Filing Services that differs from any related provision of the Franchise Agreement pertaining to Services, will constitute an amendment to the Franchise Agreement solely with respect to the Liberty System or Electronic Filing Services. Franchisee's material and substantial breach of the terms of this Agreement will entitle Liberty, in addition to all other remedies for the breach provided in this Agreement, to terminate each separate Franchise Agreement to which the breach relates according to its terms.

7. Remote Computer Access for Audits and Service.

7.1 Audits and Assistance. Liberty may audit your Franchised Business remotely by accessing your computer system electronically. You acknowledge and authorize Liberty to have unlimited remote computer access rights to your system to perform audits and service, and you must cooperate with Liberty in implementing any resulting recommendations or computer-related maintenance actions.

7.2 Service. If service involves transferring information or installing software, you represent that you have the legal right to copy the information, use the software, agree to the terms of the software license, and authorize Liberty to transfer information and accept the terms on your behalf in performing the service.

7.3 Remote Computer Access. You give Liberty unlimited remote access to your computer data, hardware, software, and any applicable network or related device to provide services or perform audits. You will allow Liberty to temporarily control your computer and access your computer functions, with or without prior notice to you. If requested by Liberty, you will leave your computer and internet connection operating while Liberty provides the services described above. You understand that while providing services, Liberty may access personal information on your computer or information related to your computer. Liberty will use commercially reasonable efforts to maintain the confidentiality of any information viewed by Liberty on your computer, except as required by law. Liberty may download third-party software applications that constantly or intermittently run on your computer that may execute code to analyze system performance and scan for problems. The software provided by Liberty is provided solely as a convenience to you and does not constitute or imply an endorsement, guarantee, warranty, sponsorship, or recommendation of affiliation with the third-party or its products or services. You also acknowledge and agree that upon termination of any Franchise Agreement Liberty has the right to remotely wipe the computers used in the operation of the franchised business associated with that Franchise Agreement.

7.4 No Warranty. In providing the service described in this Section 7, Liberty specifically disclaims all warranties, remedies, and conditions (whether oral or written, express or implied) including warranties of merchantability and fitness for the particular purpose, with respect to the service performed for you by Liberty. Liberty does not guarantee that it will locate, diagnose, or fix any problems, including eliminating viruses, worms, spyware, or similar programs.

7.5 Limitation of Liability. If damages occur while your computer or systems are being serviced, Liberty has no liability for the cost to repair the affected computer or systems. Liberty has no liability for indirect, special, exemplary, or consequential damages, including without limitation, loss of use, lost profits or revenue, or any other damages not otherwise expressly permitted under this Agreement. Liberty expressly has no liability for loss of or damage to data or software applications while performing service.

7.6 Data Protection. You are required to conduct all Franchised Business as described in the Franchise Agreement and Operations Manual and to maintain and store all Client Data consistent with all applicable laws and regulations.

8. Liberty Names and Logos. Any names or logos used by Liberty in connection with the Liberty System are Licensed Marks. Franchisee must use the names and logos selected by Liberty to describe or market the Liberty System. Franchisee must not use any other names or logos in connection with the Liberty System without the prior written consent of Liberty. Franchisee must not publish or release any communication or advertisement relating to the Liberty System without Liberty's prior written approval.

9. Training and Support. During the Term of this Agreement, Liberty or its Software Vendor will provide Franchisee with training in the use and operation of the Liberty System, and the technical and software support that Liberty determines is necessary. The training will be conducted only on the dates and at the times and locations to the maximum number of Franchisee's employees (including Franchisee, if an individual) that Liberty determines. All expenses associated with attending the training will be borne by the Franchised Business. Liberty will provide Franchisee with technical and software support during hours to be specified by Liberty and by the means specified by Liberty to designated representatives of Franchisee and may remotely access Franchisee's computer for purposes of providing technical and software support. Liberty will have no obligation to provide to Franchisee any other type of support.

10. Restrictions on Use of Proprietary Material.

10.1 Restrictions. Unless expressly authorized in this Agreement, Franchisee: (A) will not and will not permit any other person or firm to, without the prior written consent of Liberty, copy or otherwise reproduce, modify, sell, or exchange licensed materials or transmit (by telephone lines or otherwise), give away, or disclose licensed materials to any other person or firm; (B) will not authorize or permit any other person, other than Franchisee's employees in the course and scope of their employment, to use licensed materials; and (C) will not, without the prior written approval of Liberty, contract with any person engaged in the conduct of a tax return preparation service to provide a transmission service and will not use the licensed materials furnished by Liberty for the benefit of or to assist the person in the conduct of the tax return preparation service.

10.2 Improvements. "Improvements" means any improvements, advertising, or promotional ideas, inventions, ideas, works of authorship, copyrights, trademarks, logos, commercial symbols, or other additions to or intellectual property rights in or related to the Liberty System, website, the Franchised Business, or Licensed Marks. During the Term of this Agreement, Franchisee must promptly and fully disclose any Improvements to Liberty, without disclosing the Improvements to others, and must obtain Liberty's written approval prior to using the Improvements. Any Improvement is considered Confidential Information of Liberty and is subject to the limitations set forth in the Franchise Agreement. Any Improvement may be used by Liberty and all other franchisees as authorized by Liberty without any obligation to Franchisee for royalties or other fees. Franchisee hereby assigns and agrees to assign any future right, title, or interest in and to the Improvements, including the right to grant sublicenses. Liberty, at its discretion, may make application for and own copyrights, patents, trade names, trademarks, and service marks relating to any Improvement and Franchisee must cooperate with Liberty in securing any rights. Liberty may also consider the Improvement as the property and trade secret of Liberty. In return, Liberty will authorize Franchisee to use any Improvement that may be developed by other franchisees and that is authorized for use by other franchisees. If requested by Liberty, Franchisee must: (A) return to Liberty all copies of the Liberty System and all copies of any user's guide to the software, whether or not the software or guide was furnished by Liberty, upon expiration or termination of this Agreement, and (B) sign a certificate, in a form defined by Liberty, that no copies of the software or guide have been retained by Franchisee. Franchisee has read the foregoing restrictions and acknowledges that the restrictions are reasonably required for the protection of the interests of Liberty. Franchisee further acknowledges that this Agreement would not be entered into by Liberty unless these restrictions are included in this Agreement and enforceable by injunctive relief in the event of a breach by Franchisee.

11. Hardware, Equipment, Supplies, and Other Expenses. Franchisee must provide, install, and operate, at Franchisee's own expense, computers, modems, printers ("Hardware"), and all other equipment, supplies, and forms necessary. The Hardware must meet the exact Hardware configurations specified by Liberty. Franchisee acknowledges that by installing the Liberty System, Liberty may during

the Term receive configuration records setting forth Franchisee's computer configuration information and other data.

12. Reports and Inspections. Franchisee must also submit reports that may be required by Liberty in connection with the Liberty System. Franchisee's books and records pertaining to its use of the Liberty System, all information stored either in the computer Hardware in which the Liberty System are used, on disks, or other computer data storage devices, and the actual operation of the Liberty System in the computer Hardware used by Franchisee must be open to inspection by Liberty to comply with the terms set forth in this Agreement and in the Franchise Agreement.

13. Franchisee's Conduct of Business. Franchisee must use the Liberty System in full compliance with (a) all provisions of this Agreement and the Franchise Agreement; (b) the Specifications and any other rules or regulations published by the IRS relating to the electronic filing of tax returns and the direct deposit of income tax refunds; (c) any other applicable laws, rules, or regulations of any federal, state, or local governmental body; (d) the procedures, guidelines, and restrictions adopted by Liberty for Franchisee's use of the Liberty System; and (e) in accordance with the Operations Manual. Franchisee acknowledges that any procedures, guidelines, and restrictions adopted by Liberty may, at Liberty's discretion, differentiate Franchisee from other Liberty franchisees using the Liberty System on the basis of the location, volume history, or other characteristic of the Franchised Business or the duration of Franchisee's participation in Electronic Filing Services.

14. Compliance with Bank Agreement. Franchisee agrees to comply with any obligations or restrictions imposed upon Franchisee under the terms of any agreement pertaining to Electronic Filing Services to which Franchisee and any lending institution designated by Liberty ("**Bank**") are parties in connection with Electronic Filing Services ("**Bank Agreement**") and in the procedures, guidelines, and restrictions adopted by Liberty for Electronic Filing Services. Franchisee's obligation to use Electronic Filing Services includes, but is not limited to, compliance with all provisions found in the Bank Agreement, Specifications, laws, procedures, guidelines, and restrictions that relate to Franchisee's care, custody, handling, issuance, and delivery of Electronic Filing Services' disbursement checks and processing, under appropriate circumstances, of stop-payment orders relating to any checks. Upon termination of the Bank Agreement, Franchisee's Electronic Filing Services relating to the Bank Agreement will terminate. If Franchisee fails to comply with Franchisee's obligations under this section, Franchisee's right to use the Liberty System may, at Liberty's sole discretion, be terminated immediately upon Liberty's written termination notice.

15. Modifications by Liberty. Liberty has the right to (a) eliminate or modify the method of Franchisee's use of the Liberty System, (b) eliminate or modify any of the Services that comprise the Liberty System, or (c) change the exact Hardware configurations for Hardware used in the Liberty System. If Liberty elects to make any of the foregoing modifications, Liberty will notify Franchisee of the date the modification is effective.

16. Exclusivity. The Electronic Filing Services will be the only electronic filing service offered to Franchisee and Franchisee must not use any software or system other than the Liberty System unless pre-authorized in a separate written agreement with Liberty.

17. Disclaimer of Warranties. Liberty makes no representation or warranty as to: (a) the reliability or fitness of the Liberty System or any enhancements or modifications thereto, the success or profitability to Franchisee of the Services conducted under this Agreement by Franchisee, (b) the future of electronic filing of tax returns, the direct deposit of income tax refunds, Refund Transfers ("**RTs**") (formerly known as refund anticipation checks or RACs , refund anticipation loans ("**RALs**"), debit card, or any other settlement products or the IRS's confirmed acceptance of these products and services, or (c) whether

Liberty will continue to offer its Liberty System for preparation of returns and electronic filing. Liberty does not represent or guarantee that Franchisee's use of the Liberty System will be more advantageous, efficient, or profitable than Franchisee's current methods of operation. Liberty will make its best effort but does not guarantee to correct any errors or defects in the Liberty System. The Liberty System is authorized for use under this Agreement solely on an "as is" basis. LIBERTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO LIBERTY SYSTEM OR USE OF ELECTRONIC FILING SERVICES. ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR MERCHANTABILITY, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED BY LIBERTY.

18. Limitation of Liability; Indemnification. Liberty and its related entities, affiliates, directors, officers, shareholders, employees, agents, successors, and permitted assigns are not liable to Franchisee or to any other party for any claim, loss, cost, damage, deficiency, or expense arising out of or resulting from nonoccurrence of: (a) the conditions set forth in this Agreement; (b) the performance or nonperformance of the Liberty System, or any delay in performance of the Liberty System; (c) any failure to promptly and accurately transmit Client Data by Franchisee; (d) any failure of Bank to perform its obligations in connection with Electronic Filing Services; (g) Franchisee's use of the Liberty System; or (h) Franchisee's operation of Electronic Filing Services. Franchisee will bear all responsibility and liability for the accuracy and timeliness of Client Data transmitted by Franchisee. Franchisee assumes sole responsibility and liability for, and will indemnify Liberty against, and will hold Liberty harmless from any and all liabilities, claims, losses, costs, damages, deficiencies, or expenses including, without limitation, the payment of penalties or interest, court costs and reasonable attorney fees, which directly or indirectly arise out of, result from or relate to: (a) Liberty's guarantees; (b) the requirements of the IRS in connection with the electronic filing of income tax returns arising out of or resulting from: (1) any act, error, or omission committed by Franchisee or Franchisee's agents or employees in the preparation of any tax return for which the Electronic Filing Services are used; (2) any act, error, or omission committed by Franchisee or Franchisee's agents or employees in use of Electronic Filing Services or the Liberty System; (3) any loss, alteration, misuse, or improper issuance or delivery of Electronic Filing Services' disbursement checks or debit card, whether by Franchisee, Franchisee's agents or employees, or any third person, resulting from any occurrence after any [delivery of check stock or debit card to Franchisee] (Note: the franchisee prints out the check in his or her office) and prior to, or concurrent with, Franchisee's delivery of any check or debit card to Liberty's client; (4) any act, error, or omission committed by Franchisee's agent in entering Client Data into a computer or in transmitting Client Data; or (5) Franchisee's performance of its obligations under this Agreement, including, but not limited to, its obligation to transmit to Liberty or another party, accurate Client Data in a timely manner; (c) Franchisee's operation of the Franchised Business, any and all accounts payable of Franchisee, and any and all taxes, penalties or interest levied against or incurred by Franchisee, whether payable to a federal, state, local or other governmental authority.

19. Termination. This Agreement is subject to immediate termination under certain conditions explained below.

19.1 Termination of the Franchise Agreement. This Agreement will terminate immediately upon termination of the Franchise Agreement by Liberty. If Franchisee has used Electronic Filing Services under one or more separate Franchise Agreements and some, but not all, of the separate Franchise Agreements are terminated, this Agreement will terminate only with respect to those separate Franchise Agreements that have been terminated. If the Parties are parties to one or more addenda to the Franchise Agreement, and one or more addenda are terminated separately from the Franchise Agreement, the rights

granted to Franchisee in this Agreement will terminate only with respect to the addenda that have terminated.

19.2 The IRS Denies Electronic Filing Services. This Agreement will terminate immediately if:

- (A) the IRS refuses to accept Franchisee's participation in Electronic Filing Services;
- (B) the IRS suspends Franchisee from using Electronic Filing Services; or
- (C) the IRS generally refuses to accept any tax returns electronically filed by Liberty, Franchisee, or Franchisee's agent for filing electronically.

19.3 Suspected Violation of Law. This Agreement will be terminated immediately if Liberty reasonably suspects violation of law, ordinance or regulation occurring at the Franchised Business, which may in Liberty's sole discretion compromise the integrity and reputation of the IRS Electronic Filing Services and/or Liberty.

19.4 Breach of this Agreement. If Franchisee materially and substantially breaches the terms of this Agreement, Liberty must provide written notice of the breach to Franchisee. If the default is curable, Franchisee will have 15 days (or as otherwise permitted under state law) from the date the notice is given to cure the default. The license granted pursuant to this Agreement will immediately terminate upon expiration of any cure period and Franchisee shall immediately uninstall the Tax Software from all computer(s) and/or networks, return the Tax Software to Liberty and destroy all backup Tax Software copies. If the default is not curable at Liberty's sole discretion, this Agreement will terminate immediately upon written notice of termination to Franchisee.

20. Obligations Surviving Termination. Franchisee's obligations surviving termination under the Franchise Agreement will continue following termination of this Agreement.

21. Information Security. During the Term of this Agreement, Franchisee will abide by all terms of the Franchise Agreement, Operations Manual, any other applicable document and all applicable laws, regulations and ordinances, including all information security and data privacy policies, and will be responsible for ensuring that all employees, agents, or independent contractors of the Franchised Business abide by the information security and data privacy policies, as well as all applicable laws, regulations and ordinances.

22. Relation of Parties. Nothing in this Agreement creates any principal-agent, partnership, joint liability, joint venture, joint employer, or any relationship between the Parties other than that of franchisor and franchisee. Neither party has any right or authority to incur any expense or liability on behalf of the other party without the other party's prior written consent. Neither party will be liable to a third party for debts incurred by the other party.

23. Notices. Except as otherwise expressly provided in this Agreement, all notices must be in writing and are sufficiently given on the date delivered by hand, facsimile, email, or other electronic system; or on the date mailed postage prepaid by certified or registered mail; or deposited with reputable air courier service requesting next day or earliest delivery date available addressed as follows or to any other address, email address, or facsimile number that may be designated by either party to the other within the Liberty System:

To Franchisor:
JTH Tax LLC d/b/a Liberty Tax Service

Legal Department
500 Grapevine Hwy., Ste. 402
Hurst, TX 76054

To Franchisee:

Via issue tracker or via notice to the address or email address referenced in the Franchise Agreement or as otherwise updated in Liberty's database.

Notice to Franchisee is effective by any means described above to the address or email address on record on the date of attempted delivery regardless of Franchisee's failure to provide an accurate address or refusal to sign for or accept any notice.

24. Integration and Amendments. This Agreement, any signed addenda hereto, and the related provisions of any separate Franchise Agreement express fully the agreement of the Parties to this Agreement regarding Franchisee's use of the Liberty System, and all prior understandings or commitments of any kind, whether oral or written, concerning any matter covered by this Agreement are hereby superseded and canceled with no further liabilities or obligations of the Parties except as to: (a) any monies due and unpaid between the Parties at the time of the execution of this Agreement, and (b) any liabilities or obligations that survive the termination of any prior Franchise Electronic Filing Agreement or Franchise Agreement between the Parties by the express terms of the prior agreement. Except as provided otherwise, this Agreement may not be amended or modified other than by a written agreement signed by both Parties.

25. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement will remain in full force and effect.

26. Waiver. No waiver of any term or condition of this Agreement is valid unless it is in writing and signed by the party to be bound. No waiver of any term or condition regarding any act or event will be a waiver of any term or condition with respect to any subsequent act or event.

27. Applicable Law. This Agreement will be construed according to the laws of the state to which the choice of law provision of the Franchise Agreement applies.

28. Binding Effect; Assignability. This Agreement is binding upon the Parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives; provided, however, that this Agreement may not be assigned by Franchisee, by operation of law or otherwise, without the prior written consent of Liberty. This Agreement will be considered entered into in Virginia Beach, Virginia.

29. Headings. The headings of the various sections of this Agreement have been inserted for reference only and are not part of this Agreement.

EXHIBIT D-3
RENEWAL & RELEASE FORMS

EXHIBIT D-3

RENEWAL AND RELEASE- NON-CALIFORNIA

Franchisee Name: _____

Entity No.: _____

1. Release - Franchisee and all of Franchisee's guarantors, members, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge JTH Tax LLC d/b/a Liberty Tax Service, its past and present agents, employees, officers, directors, area developers, successors, assigns and affiliates (collectively "Liberty Released Parties") from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation which Franchisee could assert against the Liberty Released Parties or any of them up through and including the date of this Renewal and Release.

2. State Specific Laws - The above Release shall not apply to any liabilities arising under the Indiana Code §23-2-2.7, the Maryland Franchise Registration and Disclosure Law, Michigan franchise laws, the Rhode Island Investment Act and the Washington Franchise Investment Law. The Release in paragraph one above is null and void as to any franchisee who is a resident of Minnesota or North Dakota and is also null and void as to any claim related to a franchise territory located in Minnesota or North Dakota.

3. Royalty and Advertising Fee Guarantee - In the event that any franchise agreement which we enter into with you to continue your rights to a franchise territory contain higher royalty or advertising fees than in your original franchise agreement with us for that territory, the royalty and advertising fees in your original franchise agreement shall control.

4. Counterparts and Electronic Signature - This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (e.g. "pdf") format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of similar import in the Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC §7001 et seq.) or any other similar state or federal laws. This Agreement shall not be modified except in writing signed by the parties hereto.

FRANCHISEE:

**JTH TAX LLC
d/b/a LIBERTY TAX SERVICE**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT D-3

CALIFORNIA RENEWAL AND SPECIFIC RELEASE

Franchisee Name: _____

Entity No.: _____

1. Release - Franchisee and all of Franchisee's guarantors, members, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge JTH Tax LLC d/b/a Liberty Tax Service, its past and present agents, employees, officers, directors, area developers, successors, assigns and affiliates (collectively "Liberty Released Parties") from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation which Franchisee could assert against the Liberty Released Parties or any of them up through and including the date of this Renewal and Release.
2. Unknown or Unsuspected Consequences - The parties understand and acknowledge that **Section 1** of this Renewal and Specific Release applies to and includes all unknown or unsuspected consequences or results arising from or relating to the transactions, occurrences, or agreements referred to in those Sections. You represent and warrant that you have read the contents of California Civil Code §1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542.

3. Nature of Release - Each party acknowledges that it has read this Renewal and Specific Release, that it fully understands the contents of this Renewal and Specific Release, and that THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT. The above Release shall not apply to any liabilities arising under the California Franchise Investment Law or the California Franchise Relations Act.
4. Royalty and Advertising Fee Guarantee - In the event that any franchise agreement which we enter into with you to continue your rights to a franchise territory contain higher royalty or advertising fees than in your original franchise agreement with us for that territory, the royalty and advertising fees in your original franchise agreement shall control.
5. Counterparts and Electronic Signature - This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (e.g. "pdf") format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of similar import in the Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC §7001 et seq.) or any other similar state or federal laws. This Agreement shall not be modified except in writing signed by the parties hereto.

FRANCHISEE:

JTH TAX LLC
d/b/a LIBERTY TAX SERVICE

By: _____	By: _____
	Name: _____
	Title: _____
By: _____	Effective Date: _____

EXHIBIT D-4

CONFIDENTIALITY AGREEMENT- LIBERTY TAX FRANCHISEE

- I. **Purpose.** JTH Tax LLC d/b/a Liberty Tax Service (“Liberty”) is interested in pursuing a possible franchise relationship (the “Opportunity”) with you (“Recipient”). To keep discussions and information sharing as open and free as possible the parties agree to the terms provided in this Agreement.
- II. **Confidential Information.** Confidential information (“Confidential Information”) shall mean all oral, written and electronic information furnished by Liberty or any of Liberty’s affiliate companies (collectively the “Liberty Parties”) to Recipient in connection with this Opportunity, including but not limited to all training materials, manuals, operations materials, notes, studies, statistics and data. You and your officers, directors, employees, contractors and agents pursuing the Opportunity are referred to collectively as the Recipient of the Confidential Information.
- Confidential information will not include information which (i) is or becomes available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information and that knowledge is evidenced in writing, (iii) was or becomes available from a source other than the Liberty Parties if, to the best of the Recipient’s knowledge, the source was not legally bound to the Liberty Parties to maintain the confidentiality of the information, or (iv) the Recipient independently develops without using the Confidential Information.
- III. **Agreement to Maintain Confidentiality.** The Recipient agrees to keep the Confidential Information confidential and will not disclose the Confidential Information to any person or entity or use the Confidential Information, directly or indirectly, other than as a Franchisee or in the operation of a Liberty Tax Service franchise. The Recipient may disclose the Confidential Information to any employee of the Recipient who is likewise bound in writing to keep the Confidential Information confidential
- IV. **Compliance with Law.** If the Recipient becomes legally compelled to disclose any Confidential Information in a manner not otherwise permitted by this Agreement, the Recipient will provide Liberty with prompt notice of the request so that Liberty may seek an appropriate protective order or other appropriate remedy. If a protective order or similar order is not obtained by the date that the Recipient must comply with the request, the Recipient may disclose the Confidential Information to the requesting parties, but the Recipient will disclose the minimal amount of Confidential Information necessary to comply with the request.
- V. **Injunctive Relief.** Recipient acknowledges that unauthorized disclosure or use of the Confidential Information would irreparably damage the Liberty Parties in such a way that the Liberty Parties could not be adequately compensated in damages in an action at law. Accordingly, if any dispute arises concerning the disclosure or use of any Confidential Information, the Liberty Parties may seek injunctive relief restraining the unauthorized disclosure or use restraining the unauthorized disclosure or use, in addition to any other remedy available.
- VI. **Return of Materials.** Upon termination of discussions related to the Opportunity, or Recipient’s relation as a franchisee of Liberty, whichever is later, Recipient will deliver to Liberty all Confidential Information without retaining any copies of the Confidential Information. If so requested by Liberty, the Recipient will destroy all Confidential Information and will confirm in

writing that all Confidential Information has been returned or destroyed. This provision is in addition to any other confidentiality provisions of any other agreement between the parties.

- VII. **Miscellaneous.** This Agreement may only be modified by a written document executed by both parties. This Agreement may be executed in counterparts, and all such counterparts together will constitute one Agreement. Neither party intends by this Agreement to grant any license or other rights in any of the Confidential Information to the Recipient of that information.
- VIII. **Counterparts and Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (e.g. "pdf") format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of similar import in the Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC §7001 et seq.) or any other similar state or federal laws.

Accepted and Agreed to:

FRANCHISEE:

**JTH TAX LLC d/b/a
LIBERTY TAX SERVICE**

By: _____ By: _____
Name: _____
Title: _____
By: _____ Effective Date: _____

EXHIBIT D-5

FRANCHISE CARD PROGRAM AGREEMENT

THIS FRANCHISEE CARD PROGRAM AGREEMENT (this “Agreement”) is entered into as of the Effective Date by and between JTH Financial, LLC on behalf of itself and its Affiliates (“JTHF”), and the franchisee of JTH Tax LLC d/b/a “Liberty Tax Service” set forth on the signature page hereto (“Franchisee”). JTHF and Franchisee are collectively referred to in this Agreement as the “Parties.” This Agreement is applicable to the tax season commencing on January 1, 2024 through December 31, 2024 (the “Applicable Tax Season”). The “Effective Date” means the date upon which Franchisee accepts the terms of this Agreement. “Affiliate” means an entity that directly or indirectly controls, or is controlled by, or is under common control with JTHF, including, but not limited to JTH Tax LLC d/b/a “Liberty Tax Service” (“Liberty Tax”), Wefile, LLC and SiempreTax+ LLC.

WHEREAS, NetSpend Corporation, a Delaware corporation (“NetSpend”), has entered into an agreement with a national bank or federal savings association (the “Issuing Bank”) whereby the Issuing Bank has agreed to issue certain prepaid debit cards that are offered and serviced by NetSpend (the “NetSpend Cards”);

WHEREAS, the program by which the Issuing Bank issues the NetSpend Cards is referred to herein as the “Card Program”;

WHEREAS, NetSpend offers and provides its services for the Card Program using its proprietary technology, business methods, services and processes that are together used to facilitate the activation, reload, sale, use, reporting and regulatory compliance related to the NetSpend Cards (the “NetSpend Services” and, together with the NetSpend Cards, the “NetSpend System”);

WHEREAS, JTHF, itself and through franchisees of Liberty Tax at various retail locations, offer customers the ability to apply for refund transfers, refund advances and tax refunds for Liberty Tax’s customers who may benefit from the Card Program (“Tax Services”);

WHEREAS, JTHF has entered into that certain Third Amended and Restated Distributor Agreement (the “Distributor Agreement”) with NetSpend pursuant to which NetSpend, upon authority granted to it by the Issuing Bank, has engaged JTHF,

and each franchisee of Liberty Tax that elects to participate in the Card Program, to provide certain distributor services as set forth therein and in this Agreement; and

WHEREAS, Franchisee desires to participate in the Card Program upon the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Franchisee Services. To the extent and where permitted by applicable law, the following services (the “Franchisee Services”) shall be provided by Franchisee, at each of its Franchisee Locations, during the normal business hours of such Franchisee Locations:

(a) Franchisee will, upon request of its customers (“Customers”) at its retail locations (each, a “Franchisee Location”), accept applications for NetSpend Cards and the corresponding Customer Data (as hereinafter defined) for transmission to NetSpend by Liberty Tax. NetSpend Cards purchased directly from a Franchisee Location shall be referred to herein as a “Liberty Tax/NetSpend Card.” A “Liberty Tax/NetSpend DDA” is a demand deposit account held at an Issuing Bank with respect to which NetSpend is the program manager and processor (a “NetSpend DDA”) that (i) is opened concurrently with the cancellation of a Liberty Tax/NetSpend Card by the holder of such Liberty Tax/NetSpend Card and (ii) into which the funds associated with such Liberty Tax/NetSpend Card are transferred upon such cancellation.

(b) Franchisee will also cause its Franchisee Locations to accept requests to add or “load” refund transfers and refund advances to Liberty Tax/NetSpend Cards and Liberty Tax/NetSpend DDAs (“Card Loads”).

(c) Franchisee will provide the Customer with a temporary blank NetSpend Card (supplied to Franchisee by NetSpend) (“Temporary Card”) that the Customer may use until NetSpend issues and provides a permanent NetSpend Card to the Customer. Franchisee

shall not subcontract or delegate any of its duties or obligations hereunder.

(d) Franchisee shall cause all Customer Data obtained from the Customers at the Franchisee Locations or otherwise in connection with the Franchisee Services, which shall include each Customer's name, address, telephone number, social security number and date of birth, to be accurately, completely and securely delivered to Liberty Tax. For purposes of this Agreement, "Customer Data" means any information or data regarding a Customer that constitutes "Nonpublic Personal Information" of a "Consumer" as the terms "Nonpublic Personal Information" and "Consumer" are defined under Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, as it or they may be amended or supplemented from time to time ("GLBA"); *provided, however*, that "Customer Data" shall not include information directly associated with the Tax Services provided by Liberty Tax and the Franchisee to Customers in their capacity as purchasers of the Tax Services. Franchisee acknowledges the requirements of federal law in implementing security measures to safeguard Customer Data. Franchisee shall not at any time store any Customer Data. Further, Franchisee represents and warrants to the Issuing Bank that it has a commercially reasonable written information security program that includes administrative, technical and physical safeguards appropriate to the Franchisee Services. Franchisee represents and warrants that it has in place commercially reasonable appropriate measures to (i) ensure the security and confidentiality of Customer Data, (ii) protect against any anticipated threats or hazards to the security and integrity of Customer Data and (iii) protect against unauthorized access to or use of Customer Data that could result in substantial harm or inconvenience to any Customer. Franchisee shall promptly notify Liberty Tax, NetSpend and the Issuing Bank if it receives any complaint or notice concerning a violation of privacy rights or becomes aware of a material breach of Customer Data security.

(e) JTHF hereby grants to Franchisee, during the term of this Agreement, a sub-license to use the names, trademarks, trade names, service marks, drawings, logos, symbols and other indicia of origin designated by NetSpend ("Marks Schedule") delivered from time to time to Franchisee, for the sole purposes of marketing and promoting the sale, load and reload of NetSpend Cards pursuant to this Agreement (the "NetSpend Marks"). If expressly so agreed in a Marks Schedule, the scope of such limited license shall be extended to allow the use of the NetSpend Marks by

Franchisee in approved advertising, promotional literature, documentation and other marketing materials related to the Liberty Tax/NetSpend Cards and marketing efforts under this Agreement. To the extent such use is expressly contemplated in a Marks Schedule, Franchisee's use of the NetSpend Marks in any such advertisement, promotional literature, documentation and other marketing materials will be subject to JTHF's and NetSpend's prior review and approval. NetSpend owns all right, title and interest in and to the NetSpend Marks, along with all related intellectual property rights and associated goodwill. Franchisee will comply with the written guidelines and procedures established by NetSpend with respect to its use of the NetSpend Marks and will otherwise cooperate and agree upon the details of such identification. Franchisee will not modify or alter the NetSpend Marks and will include an appropriate trademark notice (e.g., ® or ™, as the case may be) with each use of any of the NetSpend Marks. Franchisee will not adopt brands, logos, trademarks, trade name or other marks which are the same as or confusingly similar to the NetSpend Marks. In no event and under no circumstances shall Franchisee use the NetSpend Marks in any manner that is derogatory, negative, likely to confuse a third party as to source of goods or services, or otherwise injurious to the other Party, as determined by NetSpend in its sole discretion. Upon expiration or earlier termination of this Agreement, Franchisee will immediately cease all display, advertising and use of the NetSpend Marks. No right, title or interest in, to or under any existing copyright, patent, trademark or, trade secret (collectively, the "Existing Proprietary Rights") of or JTHF are created or assigned or otherwise transferred to Franchisee pursuant to this Agreement. Nothing in this Agreement constitutes a work for hire agreement, and nothing in this Agreement constitutes an agreement by NetSpend or JTHF to assign or otherwise convey title to any Existing Proprietary Rights to Franchisee. NetSpend will retain full ownership of and title to all equipment, materials, hardware and other items provided by NetSpend in connection with this Agreement. As among JTHF, Franchisee and NetSpend, NetSpend will own the Liberty Tax/NetSpend Cards, Liberty Tax/NetSpend DDAs, any information and data associated with account activity of Customers, the NetSpend System and any intellectual property rights related thereto.

(f) (i) During the period commencing on January 1 and ending on April 30 of each year (the "Marketing Period"), Franchisee shall cause its Franchisee Locations to prominently display Liberty Tax/NetSpend Card program marketing information consisting of a menu strip, window cling

and any other marketing or informational materials bearing the Marks of Liberty Tax and NetSpend supplied to Franchisee by NetSpend (“Marketing Materials”). JTHF shall be authorized to conduct audit reviews of all of the Franchisee Locations during each Marketing Period to confirm whether the Franchisee Locations are displaying the Marketing Materials in accordance with the immediately preceding sentence.

(ii) In addition, Franchisee will use reasonable efforts to cause its employees designated by NetSpend, upon consultation with JTHF, to attend information and training seminars or sessions regarding the NetSpend Cards and the NetSpend Services provided by NetSpend and/or JTHF from time to time. If such a seminar or session is scheduled and conducted, Franchisee will be responsible for ensuring that all designated personnel attend such seminar or session, provided NetSpend will be responsible for the cost of the facilities employed for seminars or sessions provided solely by NetSpend, which shall be selected upon consultation with JTHF.

(iii) At NetSpend’s request, Franchisee will make certain Franchisee Locations available from time to time for purposes of market testing improved NetSpend Cards and NetSpend Services or for purposes of objectively testing consumer response to pricing or other changes to existing NetSpend Cards and NetSpend Services.

(g) With respect to a consumer that applies for a refund advance or a refund transfer at a store, to the extent that Franchisee provides such consumer the option to request that all or a portion of the proceeds of such loan or refund transfer be loaded onto a Liberty Tax/NetSpend Card or Liberty Tax/NetSpend DDA (the “Card Disbursement Option”), (i) Franchisee shall ensure that such consumer is additionally provided the option of receiving the proceeds of such loan or refund transfer through other means as well, including check, and (ii) the decision to extend credit to a consumer shall not be conditioned, in whole or in part, on the exercise by such consumer of his or her Card Disbursement Option. Further, (x) Franchisee shall not make the Card Disbursement Option available to a consumer holding a NetSpend Card unless such NetSpend Card is a Liberty Tax/NetSpend Card or Liberty Tax/NetSpend DDA and (y) Franchisee will not make the Card Disbursement Option available to a consumer in a particular jurisdiction if the Card Disbursement Option violates the Applicable Law of such jurisdiction. For purposes

of this Agreement, “Applicable Law” means any and all laws, treaties, rules, regulations, regulatory guidance, determinations of (or agreements with) an arbitrator or governmental authority and mandatory written direction from (or agreements with) any arbitrator or governmental authority, including, without limitation, the Bank Secrecy Act, any and all sanctions or regulations enforced by U.S. Department of Treasury’s Office of Foreign Assets Control, and statutes or regulations of any state relating to gift cards, money transmission or unclaimed property, that are applicable to the issuance, sale, authorization or usage of any NetSpend Card, or that are otherwise applicable to the Card Program, any Party, any Issuing Bank or the Tax Services, as the same may be amended and in effect from time to time during the term of this Agreement.

2. No Control of JTHF’s, Liberty Tax’s or Franchisee’s Operations; Independent Parties. Notwithstanding anything to the contrary contained herein, this Agreement shall not be construed to provide that or the Issuing Bank in any manner control the operations of JTHF, Liberty Tax or Franchisee or the manner in which JTHF, Liberty Tax or Franchisee complies with its obligations hereunder. JTHF, Liberty Tax and Franchisee are responsible for its own business expenses generally, including (without limitation) expenses of performing its obligations under this Agreement, and for the payment of all taxes relating to its own business activities. The Issuing Bank, NetSpend, JTHF, Liberty Tax and Franchisee are independent contractors to each other in performing their respective obligations to each other, including those set forth herein. Nothing in this Agreement or in the working relationship being established and developed hereunder shall be deemed, nor shall it cause, the Issuing Bank, NetSpend, JTHF, Liberty Tax and Franchisee to be treated as partners, joint ventures or otherwise as joint associates for profit. Notwithstanding the foregoing, to the extent required by applicable law, the Issuing Bank’s appointment of NetSpend and NetSpend’s appointment of JTHF and Franchisee as the Issuing Bank’s authorized representatives will establish an agency relationship, limited strictly to the rights, duties and obligations as set forth herein, in this Agreement and in the Distributor Agreement. Accordingly:

(a) Franchisee shall serve as the Issuing Bank’s representative and agent for purposes of rendering the marketing, solicitation, sales and distribution services and other related services as set forth herein;

(b) Franchisee acknowledges the Issuing Bank’s right to monitor and review the activities

Franchisee performs for or on behalf of the Issuing Bank hereunder;

(c) Franchisee acknowledges the statutory authority of the Issuing Bank's regulators ("Federal Regulator") to regulate and examine and take an enforcement action pursuant to the federal law against Franchisee with respect to the activities performed by Franchisee as agent or representative of the Issuing Bank;

(d) Franchisee acknowledges that the Issuing Bank is required to adopt a detailed compliance program to ensure adequate monitoring, supervision and control over Franchisee and the activities that Franchisee performs on behalf of the Issuing Bank. Such oversight includes ensuring Franchisee is fully in compliance with JTHF's anti-money laundering compliance program.

(e) Franchisee acknowledges that the Issuing Bank may undertake an annual review conducted under the auspices of the Issuing Bank's compliance officer to determine if Franchisee is operating in compliance with the Issuing Bank's established policies and procedures regarding the marketing, solicitation, customer service or other activities related to the Issuing Bank's authorized bank products or services;

(f) Franchisee acknowledges that the Issuing Bank may institute a system for tracking and resolving consumer complaints involving NetSpend Cards and the Card Program in a timely manner and each agrees to provide an annual report regarding consumer complaints and their resolution to the Issuing Bank's board of directors;

(g) Franchisee acknowledges that a review and approval process will be undertaken by the Issuing Bank for all NetSpend Card and Card Program disclosures, advertising and other promotional material and that such process will be timely communicated to Franchisee;

(h) Franchisee acknowledges that Franchisee, in its capacity as the Issuing Bank's authorized delegate and representative, and the Issuing Bank are all subject to control and supervision by the appropriate office of the Federal Regulator. This control and supervision includes, but is not limited to, the ability to require that the Issuing Bank obtain Federal Regulator's approval (or non-objection) before entering into any contractual arrangement with JTHF

and Franchisee and the right of the Federal Regulator to approve specific contractual language;

(i) Franchisee acknowledges that the Federal Regulator may require JTHF, in its capacity as the Issuing Bank's authorized delegate and representative, to submit periodic reports to the Federal Regulator regarding Franchisee's performance under this Agreement and Franchisee shall fully cooperate with JTHF with respect to any such report;

(j) Franchisee acknowledges that the Federal Regulator may require the Issuing Bank to modify or terminate its relationship with JTHF and Franchisee at any time; and

(k) The Federal Regulator may institute any other requirements or conditions that the Federal Regulator deems appropriate for the particular purpose of reviewing the Issuing Bank's compliance program, which may include an examination of JTHF's and Franchisee's programs and their records relating to the performance of this Agreement.

3. The Parties' Additional Rights and Responsibilities.

(a) Marketing Materials, Temporary Cards and Training. Franchisee may order additional Temporary Cards from NetSpend to adequately fill requests from Customers. Orders shall be sent to the address of NetSpend set forth below. Orders placed by Franchisee may be refused or canceled by NetSpend at any time, provided that Franchisee will be excused from performance under this Agreement to the extent such nonperformance is due to NetSpend's failure to deliver cards following a reasonable and timely order for such cards placed by the Franchisee with NetSpend.

(b) Card Branding. Franchisee acknowledges and agrees that NetSpend shall retain the ownership rights in any card skin design created in connection with the development of any Liberty Tax/NetSpend Card and that NetSpend retains the right and discretion to use for any purpose any such card skin design.

(c) Estimated Number of Liberty Tax/NetSpend Cards. On or prior to October 1 of each calendar year, JTHF and Franchisee shall mutually agree upon an estimate of the number of Liberty Tax/NetSpend Cards, including Temporary Cards, to be manufactured by NetSpend for the following year with respect to such Franchisee. Franchisee shall not dispose of any Temporary Cards not used in any calendar year,

but shall maintain such Temporary Cards in safekeeping for use in the subsequent calendar year.

(d) Franchisee Authorizations. Franchisee represents, warrants and covenants that, to the extent related to the Franchisee Services, (i) any and all licenses, permits, and other authorizations of Franchisee required by federal or state laws (collectively, the “Franchisee Authorizations”) have been obtained, are valid and in full force and effect, (ii) the continuation, validity, and effectiveness of all of the Franchisee Authorizations shall not be impaired or adversely affected by the terms hereof and (iii) Franchisee will maintain in effect the Franchisee Authorizations, or obtain new or additional Franchisee Authorizations, as necessary to permit it to perform its obligations under this Agreement.

(e) Taxes. Franchisee will pay when due all federal excise taxes and all state and local use or sales taxes imposed in connection with funds collected by it for the Franchisee Services to the extent such taxes can be collected from the Customer. JTHF and Franchisee will also file when due all required tax returns required to be filed in connection with its business and with the collection and remittance of any applicable excise, use or sales taxes for which it bears responsibility under this Section 3(e).

(f) Successor Bank. NetSpend shall have the right at any time to cause another national bank, federal savings bank or federal savings association other than the initial Issuing Bank to become the issuer of the Liberty Tax/NetSpend Cards, and, upon NetSpend’s request, Franchisee agrees to exert its commercially reasonable efforts to facilitate substituting another bank or savings association (the or a “Successor Bank”) for the initial Issuing Bank for all purposes of this Agreement, including such amendments hereto as reasonably required by the Successor Bank.

(g) Fraud. Franchisee agrees that it will be fully liable for all damages resulting from the fraud, willful misconduct or gross negligence of its respective employees, agents, contractors or representatives. Franchisee shall promptly notify JTHF and NetSpend via facsimile, telephone or e-mail with information of which it has actual knowledge about any unauthorized activation of any NetSpend Card or about any counterfeit or fraudulent NetSpend Card sales. Franchisee will cause Franchisee Locations to cooperate fully with NetSpend and the Issuing Bank, as applicable, in an effort to locate and prosecute the perpetrator of such unauthorized activity or fraud.

(h) Employee Card Program. Franchisee will adequately train its employees to comply with the Compliance Guidelines (as hereinafter defined) and market and promote the NetSpend Cards to consumers. In connection with such training, Franchisee may offer a NetSpend Card to its employees (an “Employee Card”) to assist such employees in marketing NetSpend Cards to its customers (the “Employee Card Program”). With respect to an employee that expresses an interest in receiving a NetSpend Card as a result of the Employee Card Program, Franchisee will refer such employee to a website designated by NetSpend whereby such employee may apply for a NetSpend Card. Notwithstanding anything to the contrary contained herein, Franchisee will not at any time market or promote NetSpend Cards to its employees as a method of receiving wages or other compensation.

4. Term; Termination.

(a) The term of this Agreement shall commence on the Effective Date and shall continue until December 31 following the Applicable Tax Season; provided, however, that this Agreement shall automatically terminate upon any termination of the Distributor Agreement.

(b) Either Party may terminate this Agreement by giving the other Party written notice of termination upon any of the following events of default by the other Party: (i) the other Party fails to pay any amount when due under this Agreement and that payment failure continues for ten (10) Business Days after written notice of that payment failure is given by the Party entitled to payment; (ii) the other Party continues its failure to perform, or fails to cure or correct any nonperformance of, any of its obligations under this Agreement (other than a payment or other obligation addressed in the immediately preceding clause) for thirty (30) days after written notice of that failure (which describes the failure with reasonable specificity) is given by the Party entitled to performance; (iii) any bankruptcy, insolvency, liquidation, dissolution, or similar action or proceeding is instituted, commenced, or acquiesced in by the other Party or, if instituted or commenced involuntarily against the other Party, is not stayed or dismissed within sixty (60) days after that involuntary institution or commencement; or (iv) the other Party otherwise becomes insolvent, admits in writing its inability to pay its debts as they mature, makes a general assignment for the benefits of its creditors, or enters into any workout or similar arrangement with its creditors.

(c) NetSpend may terminate this Agreement by giving the Parties written notice of

termination upon any of the following events of default by the Franchisee: (i) Franchisee fails to comply with Section 5; (ii) Franchisee continues its failure to perform, or fails to cure or correct any nonperformance of, any of its obligations under this Agreement (other than an obligation addressed in the immediately preceding clause) for thirty (30) days after written notice of that failure (which describes the failure with reasonable specificity) is given by JTHF or NetSpend; (iii) any bankruptcy, insolvency, liquidation, dissolution, or similar action or proceeding is instituted, commenced, or acquiesced in by Franchisee or, if instituted or commenced involuntarily against Franchisee, is not stayed or dismissed within sixty (60) days after that involuntary institution or commencement; or (iv) Franchisee otherwise becomes insolvent, admits in writing its inability to pay its debts as they mature, makes a general assignment for the benefits of its creditors, or enters into any workout or similar arrangement with its creditors.

(d) NetSpend's termination of this Agreement under this Section 4 shall not be its exclusive remedy for any default by either Party or affect either Party's responsibility for performing its obligations under this Agreement.

(e) Upon termination of this Agreement, Franchisee shall cease all theretofore permitted use of the NetSpend Marks.

5. Non-Competition.

(a) Franchisee shall not by itself or in conjunction with others, directly or indirectly, during the term of this Agreement, market, promote, distribute, offer or develop a prepaid card, prepaid account, debit card, deposit account or related product, in the United States, other than NetSpend Cards as contemplated hereunder, nor will Franchisee at any Franchisee Location or otherwise accept any commission, royalty or any other consideration from the sale, load or reload of any prepaid debit or gift card provider other than NetSpend. In addition, during the term of this Agreement, Franchisee shall not be permitted to enter into a similar agreement with any debit card retailer, independent marketing organization or third party processor in direct or indirect competition with or providing services similar to NetSpend in the United States.

(b) In the event that JTHF shall at any time have the right under the Distributor Agreement to (i) market, offer or develop a prepaid debit card, or related product, in the United States other than through the NetSpend System, or (ii) accept any commission,

royalty or any other consideration from the sale, load or reload of any prepaid debit or gift card provider other than NetSpend, the restrictions set forth in Section 5(a) shall immediately terminate and be of no further force or effect.

6. Non-Exclusive Rights. Franchisee acknowledges and agrees that its rights under this Agreement to market and distribute NetSpend Cards shall be non-exclusive in nature and that NetSpend shall be permitted to enter into similar arrangements with other potential distributors.

7. Indemnification and Insurance.

(a) JTHF shall, at its expense, indemnify, defend and hold harmless Franchisee and its shareholders, directors, officers, employees, agents, successors and assigns (each, a "Franchisee Indemnified Party") from and against any and all losses, claims or expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by a Franchisee Indemnified Party in any way arising from or in connection with the inaccuracy of any representation or warranty of JTHF hereunder or negligent performance or nonperformance of JTHF's obligations hereunder by JTHF.

(b) Franchisee shall, at its expense, indemnify, defend and hold harmless each of JTHF and NetSpend and their respective shareholders, directors, officers, employees, agents, successors and assigns (each, a "JTHF/NetSpend Indemnified Party") from and against any and all losses, claims or expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by a JTHF/NetSpend Indemnified Party in any way arising from or in connection with the inaccuracy of any representation or warranty of Franchisee hereunder or the performance or nonperformance of Franchisee's obligations hereunder.

(c) The Parties' respective indemnification obligations under this Section 7 shall survive the expiration or termination of this Agreement.

(d) Franchisee shall obtain and maintain for the term of this Agreement, at its expense, insurance policies of such type and amounts necessary to cover all material insurable risks in respect of the business and assets of Franchisee and its performance under this Agreement, each of which name NetSpend as an additional insured. Upon request, Franchisee shall furnish to NetSpend a certificate of insurance or other evidence satisfactory to NetSpend that such insurance

coverage is in effect. A failure to comply with this provision shall be deemed a breach of this Agreement.

8. Confidentiality. Except as to Issuing Bank, the Parties shall keep this Agreement and its terms confidential, and each Party shall keep the Confidential Information (as hereinafter defined) of the other Party and NetSpend confidential and shall not use any of that Confidential Information for any purpose other than in connection with this Agreement. The “Confidential Information” of a Party or NetSpend is any trade secret or other confidential or proprietary information relating to such Party’s or NetSpend’s services, business or customers; except such information that is generally known to the public or in the industry (other than by a breach of this Section 8), is in the possession of the receiving Party before disclosure by the other Party or is or becomes available to the receiving Party from a source that (to the receiving Party’s knowledge) is not bound by any nondisclosure obligation to the other Party. A Party may, without violating this Section 8, make such disclosures (a) to its directors, officers, employees, attorneys and other agents as may be necessary to permit such Party to perform its obligations and to exercise its rights hereunder, provided that such Party ensures that each such director, officer, employee, attorney or other agent is obligated to maintain the confidentiality provided in this Section 8 and remains responsible for violations of this Section 8 by such director, officer, employee, attorney or other agent, and (b) as is required by law, though a Party will use its reasonable efforts to notify the other Party or NetSpend, as applicable, in advance of any such disclosure required by law. The Parties’ respective obligations under this Section 8 shall survive the termination of this Agreement for an indefinite period.

9. Compliance with Laws.

(a) Franchisee and JTHF will perform their respective obligations under this Agreement in compliance, in all material respects, with all applicable federal and state laws, orders and regulations. JTHF and Franchisee acknowledge and agree that all Customer Data is subject to all terms and conditions governing information that is considered cardholder data under the Payment Card Industry Data Security Standard (the “PCI Standard”), and with respect to the Issuing Bank, may include “Customer Information” as defined under GLBA, 15 U.S.C. §6801. Each of JTHF and Franchisee acknowledges its responsibility to safeguard Customer Data in its possession or control, both during and after the termination of this Agreement, and agrees that, as between Franchisee and JTHF, on one hand, and NetSpend, on the other hand, all right, title and interest in Customer Data is owned by

NetSpend, together with the Issuing Bank, and the respective card association. Each of Franchisee and JTHF shall perform its obligations under this Agreement in compliance with all applicable requirements of the PCI Standard and Franchisee shall cause all its Franchisee Locations to comply with all applicable provisions of the PCI Standard in its performance of any obligations concerning NetSpend Cards, NetSpend DDAs or Customer Data. As part of these obligations, each of Franchisee and JTHF shall use, and shall cause all Franchisee Locations to use, Customer Data only for the purposes of conducting transactions pursuant to this Agreement and assisting NetSpend or other owners of such data with supporting a loyalty program, providing fraud control services or for uses specifically required by law. In addition, each of Franchisee and JTHF shall notify NetSpend in writing prior to disposing of any Customer Data, and shall only dispose of Customer Data in a manner reasonably acceptable to NetSpend and the Issuing Bank. Each of Franchisee and JTHF shall comply (and cause all Franchisee Locations to comply) with all reasonable requests for information from NetSpend, including, without limitation, all requests for information arising from third-party or internal audits regarding security incidents, on behalf of NetSpend, any Issuing Bank, PCI representatives, PCI approved third parties and any governmental authority or regulator exercising jurisdiction (“Approved Persons”). Each of Franchisee and JTHF shall make available (and will cause all Franchisee Locations to make available) to Approved Persons upon reasonable request all books and records regarding security processes and procedures, use of Customer Data, disaster recovery planning, this Agreement and the services rendered hereunder. Each of Franchisee and JTHF will (and will cause all Franchisee Locations to) provide full cooperation with and access for Approved Persons to conduct a thorough security review after any security intrusion, any loss or unauthorized release of Customer Data or otherwise in connection with JTHF’s or Franchisee’s breach of any obligation under this Agreement concerning Customer Data. Each of JTHF and Franchisee acknowledges that the law applicable to the protection of personally identifiable information of consumers and to the products and services provided pursuant to this Agreement is evolving, and each of JTHF and Franchisee shall cooperate in good faith with NetSpend and the Issuing Bank to implement such procedures and enter into such addenda to this Agreement as may be reasonably necessary or appropriate to maintain compliance with new or different laws, regulations and industry requirements that come into effect, to the extent they are applicable to Franchisee and JTHF in the performance of their respective obligations under this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, Franchisee will not at any time store the PAN or other Track 2 data encoded on the magnetic stripe of a NetSpend Card or a debit card associated with a NetSpend DDA.

(b) Franchisee, and each person owning or otherwise controlling at least 25% of the equity or voting power of Franchisee, respectively (a “Principal”), is not, and will not become, a person (a “Prohibited Person”) either listed on the specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, U.S. Department of the Treasury (the “OFAC List”) or otherwise with whom NetSpend or the Issuing Bank is prohibited by laws, regulations or executive orders, including Executive Order No. 13224, administered by the Office of Foreign Asset Control, U.S. Department of the Treasury (collectively the “OFAC Rules”) from conducting transactions and/or dealings. In the event that, at any time after the date hereof, the Principals of Franchisee shall change, Franchisee shall provide NetSpend and JTHF at least thirty (30) days prior written notice thereof and shall cooperate with NetSpend with respect to any diligence it may require in connection therewith. To Franchisee’s knowledge, Franchisee is not “otherwise associated with” a Prohibited Person within the meaning of 31 CFR §594.316. Franchisee shall provide information (to the extent in Franchisee’s possession or under Franchisee’s control or otherwise available to Franchisee without material expense or extraordinary efforts) as NetSpend or the Issuing Bank may require from time to time to permit NetSpend or the Issuing Bank to satisfy applicable obligations under laws, including, without limitation, the OFAC Rules and/or anti-money laundering laws. Franchisee hereby consents to NetSpend conducting such searches and checks, including a criminal background check, of each Principal, and Franchisee shall immediately notify NetSpend if Franchisee has knowledge that Principal or any member or beneficial owner of Franchisee or Principal is or becomes a Prohibited Person or (i) is convicted of, (ii) pleads nolo contendere to, (iii) is indicted on or (iv) is arraigned and held over on charges under anti-money laundering laws or involving money laundering or predicate crimes to money laundering.

(c) Franchisee will comply with the NetSpend Risk Management and Compliance Guidelines provided to Franchisee in connection with the Card Program, as may be modified by NetSpend from time to time (the “Compliance Guidelines”). Franchisee will ensure its employees are adequately trained to comply with the Compliance Guidelines.

(d) Franchisee will comply with the policies and procedures of the Issuing Bank provided to Franchisee, including, without limitation, the policies and procedures of the Issuing Bank in connection with the verification of customer identity.

(e) Franchisee will provide to NetSpend and the applicable Issuing Banks with such reporting as reasonably required by NetSpend or such Issuing Banks relating to its participation in the Card Program, including its compliance with the Compliance Guidelines, as well as consumer complaints and inquiries from third parties regarding the Card Program. Liberty Tax and Franchisee will provide to NetSpend and the applicable Issuing Banks the results of any audit or review of Liberty Tax and Franchisee’s compliance with the Compliance Guidelines upon NetSpend’s request.

(f) Franchisee will reasonably cooperate with NetSpend and the applicable Issuing Banks in resolving complaints related to NetSpend Cards or NetSpend DDAs, whether initiated by a customer, a Regulatory Authority or other third party (a “Complaining Party”). In the event that Franchisee (or any third party service provider engaged by Franchisee) receives a complaint related to a NetSpend Card or NetSpend DDA, Franchisee will promptly report such complaint to Liberty Tax to be forwarded to NetSpend for review, investigation and resolution. Unless otherwise instructed or permitted by NetSpend, Franchisee shall not respond to any Complaining Party on behalf of NetSpend or any Issuing Bank. Franchisee will maintain internal records related to the number and nature of complaints it receives related to NetSpend Cards or NetSpend DDAs and will provide reports of the same to NetSpend and the applicable Issuing Banks as they may reasonably request. Franchisee will cooperate with NetSpend and the applicable Issuing Banks in identifying any trends and eliminating any root causes giving rise to complaints related to NetSpend Cards or NetSpend DDAs. “Regulatory Authority” means each card association; the National Automated Clearinghouse Association; the Federal Deposit Insurance Corporation; the Office of the Comptroller of the Currency; the Consumer Financial Protection Bureau; and any other federal or state agency having jurisdiction over NetSpend, any Issuing Bank, JTHF, Liberty Tax, Franchisee, the Tax Services or the Card Program.

(g) Franchisee will not represent in any manner that NetSpend or any Issuing Bank participates in, endorses or is in any way connected with any lending activities of Liberty Tax or Franchisee. Furthermore, Franchisee will not package, connect,

promote or market as being packaged or connected, NetSpend Cards or NetSpend DDAs with lending activities of Liberty Tax or Franchisee; provided, however, that (1) Franchisee may market and promote any lending activities of Liberty Tax or Franchisee in the same stores and at the same times as it promotes separately the NetSpend Cards, so long as the marketing and promotion of such lending activities is clearly separate from its promotion of the Liberty Tax/NetSpend Cards; and (2) the proceeds of any lending activity may be loaded to a NetSpend Card or NetSpend DDA as contemplated under Sections 1(g) provided that such load complies with Applicable Law.

10. Access to Records.

(a) During the term of this Agreement, Franchisee shall maintain accurate records with respect to its obligations hereunder, including sales and issuances of the Liberty Tax/NetSpend Cards, requests for Card Loads to be added or “loaded” to NetSpend Card accounts or NetSpend DDAs, and other matters related thereto.

(b) Within thirty (30) days of a written request to Franchisee, each of NetSpend, JTHF and the Issuing Bank shall have the right to inspect the records, documents and materials maintained by Franchisee relating to this Agreement during ordinary business hours, subject to (i) such security procedures as Franchisee may reasonably impose and (ii) such limitations as may be required under applicable governmental or regulatory rules, regulations or statutes governing the conduct of Franchisee’s business.

11. Notice. Any notice, consent, or other communication to be given under this Agreement by any Party to the other Party shall be in writing and shall be either (a) personally delivered, (b) mailed by registered or certified mail, postage prepaid with return receipt requested, (c) delivered by prepaid overnight express delivery service or same-day local courier service, or (d) delivered by prepaid facsimile transmission, in any case to the address or number designated by a Party for it by notice to the other Party. Notices delivered personally, by overnight express delivery service, or by local courier service shall be deemed given as of actual receipt. Mailed notices shall be deemed given three Business Days after mailing. For purposes of this Agreement, a “Business Day” is any Monday through Friday, other than a day on which banks are authorized to be closed in the State of Texas. Notices delivered by facsimile transmission shall be

deemed given upon receipt by the sender of the transmission confirmation.

12. Assignment. Except as provided in this Agreement, the rights and obligations under this Agreement may not be assigned or delegated by either Party without the prior written consent of the other Party and NetSpend, and any such purported assignment or delegation without such consent shall be void.

13. Governing Law. This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Texas.

14. Force Majeure. Except as otherwise expressly set forth herein, in the event a Party shall be delayed or hindered in, or prevented from, the performance of any act required of it hereunder by reason of strike, inability to procure materials, failure of power, telecommunications or connectivity failure, restrictive governmental laws or regulations, inability to obtain or maintain (for any reason outside of a Party’s reasonable control) any governmental or regulatory license or authorization, riot, insurrection, war, terrorism and/or any act in furtherance of terrorism, act of God, or other event outside that Party’s reasonable control (each such cause or event being hereinafter referred to as a “Force Majeure”), then performance of such acts will be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. Any time a Party is experiencing a Force Majeure that is expected to result in a significant failure or delay, that Party will give notice to the other Party describing the Force Majeure and the nature of the failure or delay and giving an estimate as to how long the delay will be. A Party claiming an excusable delay or failure under this Section 14 shall use reasonable efforts to alleviate or overcome the Force Majeure as soon as practicable.

15. Offset. A Party shall be entitled to credit or offset an amount equal to any or all amounts due to it by the other Party under this Agreement.

16. Amendment; Waiver. This Agreement may only be amended by the written consent of both Parties, NetSpend and the Issuing Bank. A Party’s or NetSpend’s or the Issuing Bank’s failure or delay in enforcing another Party’s performance of any of such Party’s obligations under this Agreement shall not be a waiver of any of those obligations.

17. Invalid Provisions. If any provision of this Agreement is ever held to be invalid or unenforceable, that provision will be severed from the rest of this

Agreement, and all of the other provisions of this Agreement will remain in effect, but will be amended by the Parties to the extent possible to result in this Agreement having the same relative economic benefits and detriments to the Parties as existed before the severance of the invalid or unenforceable provision.

18. Entire Agreement. This Agreement contains the entire agreement of the Parties as to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof.

19. Binding Effect; Third-Party Beneficiaries. This Agreement and the rights and obligations hereunder shall be binding upon and shall inure to the benefit of the Parties and their legal successors and permitted assigns; provided, however, that NetSpend and the Issuing Bank shall each be a third party beneficiary of the obligations of Franchisee hereunder and may enforce such obligations directly, to the same extent as if it were a direct party hereto.

20. Compliance with Gramm-Leach-Bliley Act. Notwithstanding the foregoing, nothing herein shall require either Party to violate Title V of GLBA or any regulation promulgated thereunder with respect to the privacy of the customers of any financial institution.

21. Lending. Franchisee represents, warrants and covenants that it will not represent in any manner that NetSpend or the Issuing Bank participates in, endorses or is in any way connected with any payday or short term lending activities of Franchisee. Furthermore, Franchisee represents, warrants and covenants that it will not package, promote or market as being packaged, the Franchisee Services with any lending activities of Franchisee; provided, however, that Franchisee may market and promote its payday and short term lending activities in the same stores and at the same times as it promotes separately the Franchisee Services. Franchisee agrees that its training and internal procedures for administering the distribution of NetSpend Cards shall not include instructions or authorizations to employees and managers which are inconsistent with this Section 21.

22. Organization and Qualification. The Parties represent and warrant to each other that, as of the date of this Agreement, each Party is a corporation, limited liability company, sole proprietorship or partnership, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, is duly qualified and in good standing as a foreign corporation, limited liability company or partnership, as applicable, in every state in which the character of its business requires such qualification (except with respect to Franchisee where the failure to obtain such foreign qualification would not have a material adverse effect on Franchisee's business) and has the power to own its property and carry on its business as now conducted.

23. Due Authorization. The execution and delivery by the Parties of this Agreement, the performance by the Parties of the transactions contemplated hereby and compliance by the Parties with the terms of this Agreement, (a) are within the Parties' power and authority and (b) have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by the Parties and constitutes a valid and binding agreement of each Party, enforceable in accordance with its terms.

24. Consents. Neither the execution and delivery of this Agreement by the Parties nor the performance by the Parties of their obligations hereunder requires any consent, authorization, approval, notice to or other action by or in respect of, or filing with, any third party or any governmental body or agency.

25. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one, and the same, document. Signatures of the Parties may be exchanged by facsimile, e-mail or other means of electronic transmission and such signature pages shall be deemed originals in all respects.

26. [INTENTIONALLY DELETED]

Franchisee: [INSERT FULL NAME OF FRANCHISEE]

As “Franchisee” hereunder, your consent and agreement to all of the terms and conditions set forth herein will be irrevocably confirmed when you transmit a request for a NetSpend Card to Liberty Tax Service National Office and that request is accepted and processed by Liberty Tax Service National Office.

EXHIBIT E
PURCHASE AND SALE AGREEMENTS, TRANSFER AND RELEASE FORMS

AGREEMENT OF PURCHASE AND SALE
Liberty Sells

This Purchase and Sale Agreement (the "Agreement") is made this _____ day of _____ 202_ by and between JTH Tax LLC d/b/a Liberty Tax Service, a Delaware limited liability company ("Seller") and FRANCHISEE ("Purchaser");

WHEREAS Seller owns the license to operate a Liberty Tax Service franchise for the franchise territory known as _____ (see Schedule A) as well as certain assets listed on Schedule B (together also known as the "Business");

WHEREAS Seller is also the Franchisor of Liberty Tax Service franchises and will, pursuant to a franchise agreement ("Franchise Agreement"), grant to the Purchaser the right to use the Liberty Tax Service operating system and Marks in the operation of an income tax preparation business under the terms and conditions contained in the Franchise Agreement; and

WHEREAS Purchaser desires to purchase the Business from Seller.

THEREFORE, for good and valuable consideration, Seller and Purchaser agree as follows:

1. On the terms and subject to the conditions set forth in this Agreement and the Franchise Agreement, Seller shall sell to Purchaser and Purchaser shall purchase the Business as of the date of this Agreement.
2. Purchaser agrees to execute the current Liberty Tax Service Franchise Agreement for the Franchise Territory described in Schedule A of this Agreement.
3. The purchase price ("Purchase Price") to be paid by the Purchaser to the Seller for the Business shall be AMOUNT (\$AMOUNT). The purchase price shall be paid with the issuance of a promissory note at Closing. The promissory note shall be payable as follows: _____, plus accrued interest, shall be paid each February 28th for _____ years commencing February 28, 20___ and ending February 28, 20___. The promissory note shall have an interest rate of ___% per annum. The promissory note may be prepaid without penalty.
4. Purchaser agrees to accept all assets in an "as is" condition. Purchaser also acknowledges that the license to use the customer list shall run simultaneously with the initial term of the Franchise Agreement and any renewal thereof.
5. Purchaser agrees to assume utility and maintenance agreements entered into by the Seller in support of the Business as listed in Schedule C of this Agreement, and to transfer all existing utility and maintenance accounts ("**Account Transfers**") from Seller to Purchaser no later than 60 days from Closing. Should Purchaser fail to accomplish the Account Transfers within 60 days of Closing, or by _____, Purchaser agrees to pay a monthly fee of \$100.00 to Seller until the Account Transfers are completed. To the extent that a utility or maintenance agreement cannot be assigned, the Purchaser agrees to reimburse the Seller for the amounts paid by the Seller for such utility or maintenance agreement for the remaining term of the utility or maintenance agreement.

6. Upon execution of this Agreement by both parties, this Agreement shall be closed ("Closing"). At such time, all rents, utility charges and all other expenses associated with the Business shall be prorated.
7. Seller has not made and does not make any warranties, representations or guaranties and Purchaser is not relying on any warranty, representation or guaranty made by any person acting on Seller's behalf as to the condition of any furniture, fixtures, and equipment, past or future income, expenses or operation of the business, or any other matter or thing affecting or related thereto, except as specifically set forth herein. Purchaser warrants to Seller that Purchaser has made such evaluations, projections, and studies regarding the potential income possibilities to serve its own purposes and hereby acknowledges that Seller has not made and does not make any representations, warranties, or guaranties regarding such evaluations, projections or studies.
8. All expenses and liabilities arising out of or related to the Business that arise prior to Closing are and shall remain the responsibility of the Seller. Seller hereby indemnifies Purchaser from expenses and liabilities arising out of or related to the Business which arise prior to Closing. All expenses and liabilities arising out of or related to the Business that arise from the moment of Closing and thereafter shall be the responsibility of the Purchaser. Purchaser hereby indemnifies Seller from expenses and liabilities arising out of or related to the Business that arise after Closing. Expenses may include, but are not limited to, rent, payroll, telephone service charges, utilities, and maintenance agreements. Purchaser further agrees to assume responsibility for the lease deposit required by landlord, and acknowledges that any previous lease deposit paid by Seller to landlord shall be refunded to Seller.
9. Purchaser must change all leases and other accounts related to the operation of the Territory to the Purchaser's name immediately after execution of this Agreement.
10. By executing this Agreement, Purchaser, individually and on behalf of Purchaser's officers, directors, employees, agents, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, hereby forever releases and discharges Seller, its past and present employees, agents, officers, directors, Seller's subsidiary and affiliated corporations and franchisees, their respective past and present employees, agents, officers, directors, from any and all claims which could be asserted by the Purchaser against any such persons and entities through the date of this Agreement, except obligations set forth or re-affirmed herein.
11. This Agreement is not assignable by Purchaser in whole or in part without Seller's written consent.
12. This Agreement, together with all Schedules and Exhibits hereto, and the Franchise Agreement, constitute the entire agreement between the parties regarding the subject matter of this Agreement. Seller acknowledges that Seller has not been unduly influenced to enter into this Agreement and has fully considered and contemplated the terms contained herein. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns and legal representatives. This Agreement shall not be modified except in writing signed by the parties.
13. This Agreement is accepted in the Commonwealth of Virginia and, along with all claims which in any way relate to or arise out of this Agreement or any of the dealings of the parties hereto, shall be governed by and interpreted in accordance with Virginia law. However, the Virginia

Retail Franchising Act does not apply to any claims by or on Purchaser's behalf if the Territory shown on Schedule A below is outside of Virginia.

14. In any suit brought by Seller, which in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, Purchaser consents to venue and personal jurisdiction in the state court located in or most proximate to the city or county of Seller's National Office, presently the Circuit Court in the City of Virginia Beach and the federal court located in the state district where Liberty's National Office is located, presently the United States Court for the Eastern District of Virginia located in the Commonwealth of Virginia. In any suit brought against Seller, including Seller's present and former employees and agents that in any way relates to or arises out of this Agreement, or any of the dealings of the parties hereto, venue shall be proper only in the federal court located in the State where Seller's National Office is located, presently the United States District Court for the Eastern District of Virginia in the Commonwealth of Virginia, or if neither federal subject matter or diversity jurisdiction exists, in the city or county state court where Seller's National Office is located, presently the Circuit Court in the City of Virginia Beach, Virginia.
15. In any trial between any of the parties hereto, including present and former employees and agents of Seller, the parties hereto agree to waive any rights to a jury trial and instead submit any action to be tried by a judge.
16. Purchaser agree that any claim Purchaser may have against Seller, including past and present employees and agents of Seller, shall be brought individually and Purchaser shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against Seller.
17. In any lawsuit, dispute or claim between or against any of the parties hereto, including present and former agents and employees of Seller, the parties hereto agree to waive all rights to seek or recover punitive damages.
18. Each party agrees to be responsible for any tax consequences affecting said party as a result of this Agreement.
19. If any covenant or provision within this Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not effect or impair the validity of any other covenant or provision of this Agreement and no covenant or provision of this Agreement shall be deemed to be dependent upon any other unless specifically expressed herein.
20. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (e.g. "pdf") format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of similar import in the Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based record keeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC §7001 et seq.) or any other similar state or federal laws.

Accepted and Agreed to:
PURCHASER:

By: _____
(NAME)

By: _____
(NAME)

SELLER:
JTH TAX LLC
d/b/a LIBERTY TAX SERVICE

By: _____
Name: _____
Title: _____

Schedule A

Territory Description

The Franchise Territory is as follows:

Territory

*Note: When a Territory description includes a road, avenue, street, parkway, highway, route or similar roadway, such Territory includes the U.S. Postal addresses assigned to either side of such roadway. When a Territory description excludes a road, avenue, street, parkway, highway, route or similar roadway, such Territory excludes the U.S. Postal addresses assigned to either side of such roadway. If a map of the Territory is attached, such map approximates your Territory, but the above legal description controls as to the Territory's precise boundaries.

Schedule B

Furniture, Fixtures, Signs and Equipment

Schedule C
Utility and Maintenance Agreements

AGREEMENT OF PURCHASE AND SALE

Franchisee Sells

THIS AGREEMENT OF PURCHASE AND SALE is made this _____ day of _____ 202_ by and among [FULL NAME OF PURCHASER] (“Purchaser”) and [FULL NAME OF SELLER] (“Seller”).

WHEREAS Seller owns the license to operate a Liberty Tax Service franchise for the franchise territory known as [TERRITORY] (see Schedule A) as well as certain assets listed on Schedule B (together also known as the “Business”);

WHEREAS Purchaser desires to purchase the Business from Seller and Seller wishes to sell the Business to Purchaser; and

WHEREAS JTH Tax LLC d/b/a Liberty Tax Service (“JTH Tax LLC”) is the Franchisor of Liberty Tax Service franchises and the parties understand that completion of this transaction and issuance of a franchise agreement (“Franchise Agreement”) by JTH Tax LLC to Purchaser for the Territory in Schedule A is contingent on compliance with the transfer and assignment provisions of Seller’s franchise agreement whose territorial rights are being transferred hereunder.

THEREFORE, for good and valuable consideration, Seller and Purchaser agree as follows:

1. **Sale of Assets:** The Purchaser hereby buys and the Seller hereby sells, free and clear of all liens, pledges and encumbrances of every kind, character and description whatsoever all of the tangible and intangible assets of the Business (the “Assets”) for [AMOUNT SPELLED OUT] Dollars (\$000,000.00) (“Purchase Price”).
2. **Closing Date:** Upon the execution of this Agreement by all parties, this Agreement shall be closed (“Closing”). Upon the closing, all rents, utility charges and other expenses shall be pro-rated. All expenses and liabilities arising out of or related to the Business which arise prior to Closing are and shall remain the responsibility of the Seller. Seller hereby indemnifies the Purchaser from all expenses and liabilities arising out of or related to Seller’s operation of the Business prior to Closing. All expenses and liabilities arising out of or related to the Business, which arise from the moment of Closing and thereafter shall be the responsibility of the Purchaser. Purchaser hereby indemnifies Seller from all expenses and liabilities arising out of or related to Purchaser’s operation of the Business from the moment of Closing and thereafter. Expenses may include but are not limited to, rent, payroll, telephone service charges, utilities, and maintenance agreements.
3. **Compliance with Transfer and Assignment Provisions of Franchise Agreement:** In the event that compliance with the transfer and assignment provisions of Seller’s franchise agreement for the Territory described in Schedule A and approval of this transaction by JTH Tax LLC (evidenced by a franchise agreement issued by JTH Tax LLC to Purchaser and signed by Purchaser and JTH Tax LLC) is not obtained by [Insert Required Date], then this Agreement may be rescinded.
4. **Payment of Purchase Price:** The Purchase Price shall be paid in cash to JTH Tax LLC at Closing. When JTH Tax LLC receives payment from the Purchaser pursuant to this paragraph, JTH Tax LLC shall apply a credit to the Seller’s accounts receivable and promissory notes

receivable balances with JTH Tax LLC in the amount of the monies received and pay any remaining balance to Seller.

5. **Transfer and Commission Fees:** At Closing, the Seller shall remit to JTH Tax LLC a transfer fee in the amount of [AMOUNT SPELLED OUT] Dollars [CENTS SPELLED OUT] Cents (\$0,000.00) and a Commission Fee in the amount of [AMOUNT SPELLED OUT] Dollars [CENTS SPELLED OUT] Cents (\$0,000.00).
6. **Franchise Agreement:** Upon approval by JTH Tax LLC, Purchaser agrees to execute the then current Liberty Tax Service Franchise Agreement for the Territory.
7. **Leases:** For all office real estate leases connected with the operation of the Business, Seller shall seek the Lessor's consent to the assignment of the leases to the Purchaser and Purchaser shall assume all of Seller's obligations thereunder. The Seller shall pay any fees associated with the transfer of the lease to the Purchaser. Purchaser and Seller will comply with any normal and customary conditions placed on the assignment by the Lessor or Landlord. The Seller's and Purchaser's obligations hereunder will survive Closing.
8. **Representations:** Neither JTH Tax LLC, any JTH Tax LLC affiliate or parent company ("JTH Parties") or the Seller has made, and neither does make, any warranties, representations or guaranties and Purchaser is not relying on any warranty, representation or guaranty made by any person acting on the JTH Parties' or Seller's behalf as to the condition of any furniture, fixtures, signs, and equipment, past or future income, expenses or operation of the Business, or any other matter or thing affecting or related thereto, except as specifically set forth herein or as set forth in writing in an attachment hereto. Purchaser warrants to Seller that Purchaser has made such evaluations, projections, and studies regarding the potential income possibilities to serve its own purposes and hereby acknowledges that Seller and the JTH Parties have not made and do not make any representations, warranties, or guaranties regarding such evaluations, projections or studies.
9. **Representations and Warranties of Seller:** As an inducement for this offer, the Seller represents and warrants to the Purchaser that:
 - a. As of the date of acceptance the Seller has, and at the closing shall have, good and marketable title to the furniture, fixtures, signs, and equipment transferred hereby and the absolute and unqualified right to sell, assign and transfer them to the Purchaser, free and clear of all liens, pledges and encumbrances of any kind.
 - b. Seller warrants that there are no unsatisfied or outstanding financial obligations or liabilities which the Seller may have incurred in its operation and ownership of the Business with the exception of equipment leases which shall remain the responsibility of the Seller. The Seller has in all material respects dutifully performed all obligations, complied with all laws and legal requirements required to be performed by it to date, and is not in default in any material respect under contracts, leases, or other agreements to which it is a party.
 - c. The furniture, fixtures, signs, and equipment are now, and will be at Closing, in working order to the best of the Seller's knowledge.
 - d. Within three (3) days of Closing, Seller will notify the appropriate telephone company and all paper and online listing agencies (including yellow pages) of the change in

ownership and will sign and tender all documents necessary to effect a transfer of control of all telephone numbers (including fax numbers), telephone listings, and telephone display ads used in connection with the Business.

- e. At Closing, Seller will provide the Purchaser with the original and all copies, in all paper and electronic formats, of all customer information of all customers of the Business, including, but not limited to, all names, addresses, Social Security numbers, telephone numbers, tax returns, W-2's, 1099's, tax return files and the contents thereof, Internal Revenue Service forms, receipts, and bookkeeping databases, records and files.
- f. Grandfathered Client Disclosure: Seller represents that the Business:

Select one:

_____ Does include Grandfathered Clients pursuant to a Schedule C-1 Grandfathered Client Exclusion and those clients and client information will convey to Purchaser pursuant to paragraph 8.f. above; OR

_____ Does include Grandfathered Clients pursuant to a Schedule C-1 Grandfathered Client Exclusion and those clients and client information will **not** convey to Purchaser pursuant to paragraph 8.f. above, and Seller will continue to serve those clients; OR

_____ Does **not** include Grandfathered Clients pursuant to a Schedule C-1 Grandfathered Client Exclusion.

- g. Seller represents that the employment contracts of any of its tax preparers who worked during the past tax season for the Business before the date of this Agreement (or if this Agreement is entered into during Tax Season, the current tax preparers) who signed employment contracts will be assigned at Closing to Purchaser, at Purchaser's option. See attached Employment Contract Assignment.
- h. The execution of the Agreement and all documents contemplated hereby are fully authorized by the Seller and shall constitute the duly binding and legal obligations of the Seller.
- i. The Seller warrants that it will relinquish all interests in the Business, including but not limited to all customer lists and all tax return files.
- j. Seller warrants that Seller will take no actions and make no statements that could hinder or compromise the success of JTH Tax LLC Without limiting the generality of the foregoing, the Seller agrees not to disparage JTH Tax LLC, its operating system or its employees, officers or directors.

10. Representations and Warranties of Purchaser:

- a. As an inducement for this offer, the Purchaser represents and warrants to the Seller that as of the date of Closing, Purchaser shall assume responsibility for obligations arising after the time and date of Closing.
- b. Purchaser agrees to accept all assets in an "as is" condition.

- c. Purchaser acknowledges that the license to use the customer list shall run simultaneously with the initial term of the Franchise Agreement and any renewal thereof.
11. **Survival of Representations and Warranties:** The representations and warranties set forth in this Agreement shall survive the Closing and shall not be affected by any investigation or lack thereof, verification or approval by any party hereto or by anyone on behalf of such parties.
12. **Covenant not to Compete:** The Seller covenants and agrees with Purchaser that Seller shall be bound by all post-termination obligations set forth in paragraphs 9 and 10 of his/her franchise agreement with JTH Tax LLC except in Seller's capacity as a Liberty franchisee pursuant to a valid, Liberty franchise agreement.
13. **Release:** By executing this Agreement, Seller and Purchaser, individually and on behalf of their heirs, legal representatives, successors and assigns, and each assignee of this agreement by accepting assignment of the same, hereby forever releases and discharges the JTH Parties, their respective past and present employees, agents, area developers, officers and directors, from any and all claims which could be asserted by the Seller or Purchaser against any such persons and entities through the date of this Agreement, except obligations set forth or re-affirmed herein.
14. **Severability:** If any covenant or provision within this Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not effect or impair the validity of any other covenant or provision of this Agreement and no covenant or provision of this Agreement shall be deemed to be dependent upon any other unless specifically expressed herein.
15. **Counterparts and Electronic Signature:** This Agreement constitutes the entire understanding of the parties and supersedes all prior negotiations, commitments, representations, and undertakings of the parties with respect to the subject matter hereof. This Agreement shall not be modified except in writing signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (e.g. "pdf") format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of similar import in the Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC §7001 et seq.) or any other similar state or federal laws.
16. **Law:** This Agreement is accepted in the Commonwealth of Virginia and shall be governed by and interpreted in accordance with Virginia law. However, the Virginia Retail Franchising Act does not apply to any claims by or on your behalf if the Territory shown on Schedule A is outside of Virginia.

Seller: [ENTITY OR INDIVIDUAL NAME] **Purchaser:** [ENTITY OR INDIVIDUAL NAME]

By: _____ By: _____

EMPLOYMENT CONTRACT ASSIGNMENT

For and in consideration of the mutual promises and covenants contained in the Agreement of Purchase and Sale of which this is a part, Seller hereby assigns all right, title and interest to the employment contracts with the following employees to Purchaser: If no contracts were signed, Seller shall list Seller's employees during the past tax season before the date of this Agreement (or if this Agreement is entered into during Tax Season, the current tax preparers) below:

Seller represents that the above persons were all the employees of the Business during the time period indicated above except as otherwise noted hereon and initialed by both parties.

Please attach copies of any employment contracts with each employee listed above hereto.

~~4-25 LTS FDD~~

4-26 LTS FDD

4860-1979-6236 v. 89

Schedule A

The Franchise Territory being transferred is as follows:

[TERRITORY]

*Note: When a Territory description includes a road, avenue, street, parkway, highway, route or similar roadway, such Territory includes the U.S. Postal addresses assigned to either side of such roadway. When a Territory description excludes a road, avenue, street, parkway, highway, route or similar roadway, such Territory excludes the U.S. Postal addresses assigned to either side of such roadway. If a map of the Territory is attached, such map approximates your Territory, but the above legal description controls as to the Territory's precise boundaries

Schedule B

Furniture, Fixtures, Signs and Equipment

TRANSFER AND RELEASE FORM

The undersigned Seller relinquishes all of Seller's rights, title and interest in the Franchise Agreement(s) dated [EFFECTIVE DATE OF FRANCHISE AGREEMENT(S)], between JTH Tax LLC d/b/a Liberty Tax Service and [INSERT FRANCHISEE NAME ON FRANCHISE AGREEMENT] for entity number [ENTITY NUMBER] pertaining to Territory(ies) [TERRITORY(IES)] (the "Franchise Agreement"). The Seller agrees to be bound by all post-termination covenants within the Franchise Agreement.

Seller further hereby agrees on behalf of itself and all its employees, agents, successors, assigns and affiliates, fully and finally release and forever discharge JTH Tax LLC d/b/a Liberty Tax Service and its past and present agents, employees, officers, directors, area developers, assigns and affiliates from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, which could be asserted against such persons and entities or any of them up through and including the date of this Transfer and Release.

The above Release shall not apply to any liabilities arising under the California Franchise Investment Law, the California Franchise Relations Act, Indiana Code §23-2-2.7, the Maryland Franchise Registration and Disclosure Law, Michigan franchise laws the Rhode Island Investment Act and the Washington Franchise Investment Law.

In addition, the above Release in paragraph one above is null and void as to any franchisee who is a resident of Minnesota or North Dakota and is also null and void as to any claim related to a franchise territory located in Minnesota or North Dakota.

This Transfer and Release may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Transfer and Release by facsimile or in electronic (e.g. "pdf") format shall be effective as delivery of a manually executed counterpart of this Transfer and Release. The words "execution," "signed," "signature," and words of similar import in the Transfer and Release shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC §7001 et seq.) or any other similar state or federal laws.

SELLER:

[ENTITY OR INDIVIDUAL NAME]

**JTH TAX LLC d/b/a
LIBERTY TAX SERVICE**

By: _____
[FULL INDIVIDUAL LEGAL NAME]

By: _____
Name: _____
Title: _____

By: _____
[FULL INDIVIDUAL LEGAL NAME]

Date: _____

EXHIBIT F
LIST OF STATE ADMINISTRATORS AND REGISTERED AGENTS

EXHIBIT F

AGENTS FOR SERVICE OF PROCESS

ALABAMA

C T Corporation System
2 North Jackson Street - Suite 605
Montgomery County
Montgomery, Alabama 36104

ALASKA

C T Corporation System
Old Dairy Rd. Ste. 208
Borough of Juneau
Juneau, Alaska 99801

ARIZONA

C T Corporation System
3800 North Central Avenue - Suite 460
Maricopa County
Phoenix, Arizona 85012

ARKANSAS

C T Corporation System
124 West Capitol Avenue
Suite 1900
Little Rock, Arkansas 72201

CALIFORNIA

Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013
(213) 576-7505 or (866) 275-2677

COLORADO

C T Corporation System
7700 East Arapahoe Road
Suite 220
Centennial, Colorado 80112

CONNECTICUT

C T Corporation System
67 Burnside Avenue
East Hartford, Connecticut 06108

DELAWARE

The Corporation Trust Company
1209 Orange Street
Corporation Trust Center
Wilmington, Delaware 19801

DISTRICT OF COLUMBIA

C T Corporation System
1015 15th Street, NW

Suite 1000
Washington, District of Columbia 20005

FLORIDA

C T Corporation System
1200 South Pine Island Road
Plantation, Florida 33324

GEORGIA

C T Corporation System
289 South Culver Street
Lawrenceville, Georgia 30046

HAWAII

CT Corporation System
900 Fort Street Mall, Ste. 1680
Honolulu, Hawaii 96813

IDAHO

C T Corporation System
1555 W. Shoreline Dr.Suite 100
Boise, Idaho 83702

ILLINOIS

C T Corporation System (Chicago)
208 South LaSalle Street
Suite 814
Chicago, Illinois 60604

INDIANA

C T Corporation System
334 North Senate Ave.
Indianapolis, Indiana 46204

IOWA

C T Corporation System
400 East Court Avenue
Suite 110
Des Moines, Iowa 50309

KANSAS

C T Corporation System
112 South West Seventh Street
Suite 3C
Topeka, Kansas 66603

KENTUCKY

C T Corporation System
306 West Main Street
Suite 512
Frankfort, Kentucky 40601

LOUISIANA

C T Corporation System
3867 Plaza Tower Drive
Baton Rouge, Louisiana 70816

MAINE

C T Corporation System
128 State Street, # 3
Augusta, Maine 04330

MARYLAND

The Corporation Trust Incorporated
2405 York Road
Suite 201
Lutherville Timonium, Maryland 21093

MASSACHUSETTS

C T Corporation System
155 Federal Street
Suite 700
Boston, Massachusetts 02110

MICHIGAN

CT Corporation System 40600 Ann Arbor Road East
Suite 201
Plymouth, Michigan 48170

MINNESOTA

C T Corporation System Inc.
1010 Dale Street North
Saint Paul, Minnesota 55117

MISSISSIPPI

C T Corporation System
645 Lakeland East Drive
Suite 101
Flowood, Mississippi 39232

MISSOURI

C T Corporation System
120 South Central Avenue
Clayton, Missouri 63105

MONTANA

C T Corporation System
3011 American Way
Missoula, Montana 59808

NEBRASKA

C T Corporation System
5601 South 59th Street
Suite C
Lincoln, Nebraska 68516

NEVADA

C T Corporation System
701 South Carson Street
Suite 200
Carson City, Nevada 89701

NEW HAMPSHIRE

C T Corporation System
2 1/2 Beacon Street
Concord, New Hampshire 03301-4447

NEW JERSEY

The Corporation Trust Company
820 Bear Tavern Road
West Trenton, New Jersey 08628

NEW MEXICO

C T Corporation System
206 South Coronado Avenue
Española, New Mexico 87532

NEW YORK

~~C T Corporation System~~
~~28 Liberty Street~~
~~Secretary of State of New York, New York 10005~~
~~C T Corporation System~~
~~187 Wolf Road~~[99 Washington Avenue](#)
Albany, ~~New York 12205~~[NY 12231](#)
[\(518\) 473-2492](#)

NORTH CAROLINA

C T Corporation System
160 Mine Lake Court
Suite 200
Raleigh, North Carolina 27615

NORTH DAKOTA

~~C T Corporation System~~
~~Insurance Commissioner~~
~~North Dakota Insurance & Securities Department~~
~~120 West Sweet~~[600 East Boulevard](#) Avenue, ~~Dept. 401~~
Bismarck, North Dakota 58504
[Phone 701-328-2910](#)

OHIO

C T Corporation System
4400 Easton Commons Way
Suite 125
Columbus, Ohio 43219

OKLAHOMA

The Corporation Company
1833 South Morgan Road

Oklahoma City, Oklahoma 73128

OREGON

C T Corporation System
780 Commercial Street SE
Suite 100
Salem, Oregon 97301

PENNSYLVANIA

C T Corporation System
600 North 2nd Street
Suite 401
Harrisburg, Pennsylvania

RHODE ISLAND

C T Corporation System
450 Veterans Memorial Parkway
Suite 7A
East Providence, Rhode Island 02914

SOUTH CAROLINA

C T Corporation System
2 Office Park Court
Suite 103
Columbia, South Carolina 29223

SOUTH DAKOTA

C T Corporation System
319 South Coteau Street
Pierre, South Dakota 57501

TENNESSEE

C T Corporation System
300 Montvue Road
Knoxville, Tennessee 37919

TEXAS

C T Corporation System
1999 Bryan Street
Suite 900
Dallas, Texas 75201

UTAH

C T Corporation System
1108 East South Union Avenue
Midvale, Utah 84047

VERMONT

C T Corporation System
17 G W Tatro Drive
Jeffersonville, Vermont 05464

VIRGINIA

C T Corporation System
4701 Cox Road

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4-26 LTS FDD

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Suite 285
Glen Allen, Virginia 23060

WASHINGTON

CT Corporation System

711 Capitol Way South, Ste. 204
Olympia, WA 98501

WEST VIRGINIA

C T Corporation System
1627 Quarrier Street
Charleston, West Virginia 25311-2124

WISCONSIN

CT Corporation System
301 South Bedford Street
Suite 1
Madison, Wisconsin 53703

WYOMING

C T Corporation System
2232 Dell Range Blvd., Ste. 200
Cheyenne, Wyoming 82009

STATE FRANCHISE ADMINISTRATORS

CALIFORNIA

Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7505 or (866) 275-2677
Website: <http://www.dfpi.ca.gov/>
Email: Ask.DFPI@dfpi.ca.gov

HAWAII

Department of Commerce and
Consumer Affairs-Business & Registration Division
Securities Compliance Branch
335 Merchant Street, Room 201
Honolulu, HI 96813
(808) 586-2744

ILLINOIS

Office of Attorney General
Franchise Division
500 South Second Street
Springfield, IL 62701
(217) 782-4465

INDIANA

Secretary of State, Securities Division
302 West Washington Street, Room E-111
Indianapolis, IN 46204
(317) 232-6681

KENTUCKY

Kentucky Attorney General
700 Capitol Avenue, Ste. 152
Frankfort, Kentucky 40601-3449
(502) 696-5300

MARYLAND

Office of Attorney General
Division of Securities
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

MICHIGAN

Department of Attorney General
Consumer Protection Division - Franchise Unit
525 W. Ottawa Street
G. Mennen Building
Lansing, MI 48909
(517) 373-7117

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198
(651) 539-1500

NEBRASKA

Nebraska Department of Banking and Finance
1200 N Street-Suite 311
Post Office Box 95006
Lincoln, Nebraska 68509
(402) 471-3445

NEW YORK

~~NYS~~[New York State](#) Department of Law
Investor Protection Bureau
28 Liberty ~~St. 15th Fl.~~[Street, 21st Floor](#)
New York, NY 10005
[\(212\) 416-8222](#)
~~212 416 8222~~

NORTH DAKOTA

North Dakota [Insurance &](#) Securities Department
600 East Boulevard Avenue, [Dept. 401](#)
~~State Capitol, 14th Floor, Dept 414~~
Bismarck, ~~ND~~[North Dakota](#) 58505-~~0510~~
[Phone](#) 701-328-~~4712~~[2910](#)

RHODE ISLAND

Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Bldg. 69-1
Cranston, RI 02920
(401) 462-9617

SOUTH DAKOTA

Department of Labor and Regulation
Division of Securities
124 S. Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501-3185
(605) 773-3563

TEXAS

Secretary of State
Statutory Document Section
P. O. Box 12887
Austin, TX 78711
(512) 475-1769

(804) 371-9051

UTAH

Department of Commerce
Division of Consumer Protection
160 East 300 South
Salt Lake City, Utah 84111-0804
(801) 530-6601

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

WASHINGTON

Securities Administrator
Washington State Department of Financial
Institutions
P.O. Box 41200
Olympia, WA 98504-1200
(360) 902-8760

WISCONSIN

Wisconsin Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, WI 53705
(608) 266-0448

EXHIBIT G-1

LIST OF CURRENT FRANCHISEES AND FRANCHISEE OUTLETS
(as of December 31, 2024⁵)

(chart begins on the following page)

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
AKBS-LLC	Cheryl	LaBrie	2932 C Street	Anchorage	AK	99503	(907) 563-5555
AKBS-LLC	Cheryl	LaBrie	300 E Dimond Blvd	Anchorage	AK	99515	(907) 336-4444
AKBS-LLC*	Cheryl	LaBrie	TBD	Anchorage	AK	99504	(907) 268-8912
Dolores M. Antesberger	Dolores	Antesberger	3580 Airport Way	Fairbanks	AK	99709	(907) 328-3278
Perfect Circle Incorporated	Rhonda	Hughes	~~244 Sylvan Rd~~ 3400 E Cottle Loop	Wasilla	AK	99654	(907) ~~357-8885~~ 357-3278
Perfect Circle Incorporated	Rhonda	Hughes	~~3400 E Cottle Loop~~ 244 Sylvan Rd	Wasilla	AK	99654	(907) ~~357-3278~~ 357-8885
Ginger F. Ausban	Ginger	Ausban	~~4461~~ 7419 US Hwy HWY 431	Albertville	AL	35950	(256) 660-5007
JAB LLC**	Jack	Williams	630 C South Jefferson St	Athens	AL	35611	(256) ~~230-0787~~ 630-4565
The Far Rock Inc.	Joel	George	315 19th St N	Bessemer	AL	35020	(205) 519-4013
The Far Rock Inc.	Joel	George	1659 Pearsons Ave SW	Birmingham	AL	35211	(205) ~~202-2296~~ 839-2151
The Far Rock Inc.	Joel	George	2908 25th St N	Birmingham	AL	35207	(347) 368-2612
The Far Rock Inc.	Joel	George	6521 1st Avenue N	Birmingham	AL	35206	(205) 839-2151
Martha Drake	Martha	Drake	1626 2nd Ave SW	Cullman	AL	35055	(256) 775-4097
Foy Financial Inc	William	Foy	1880 S Oates St	Dothan	AL	36301	(334) 702-2222
Foy Financial Inc	William	Foy	600 Boll Weevil Cir	Enterprise	AL	36330	(334) 393-8888
JAB LLC**	Jack	Williams	601 Gault Avenue South	Fort Payne	AL	35967	(256) ~~304-6970~~ 706-945

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
							<u>0</u>
Doris Melton	Doris	Melton	317 Walker Chapel Rd	Fultondale	AL	35068	(205) 849-1074
Ginger F. Ausban	Ginger	Ausban	1708 Gunter Ave	Guntersville	AL	35976	(256) 582-5876
Debby D. Hallman	Debby	Hallman	1807 11th Ave	Haleyville	AL	35565	(205) 269-2794
Cash Money Corporation	Cory	Miller	240 Hwy 31 SW	Hartselle	AL	35640	(256) 850-3444
Cash Money Corporation	Cory	Miller	519 Jordan Lane NW	Huntsville	AL	35805	(256) 382-1963
Regal Ventures LLC	Sherree	Knox	8408 Whitesburg Dr S	Huntsville	AL	35802	(256) 469-7882
JAB LLC**	Jack	Williams	1002 HWY 78 W	Jasper	AL	35501	(~~205~~ 256) ~~384-4416~~ 630-658 <u>3</u>
Tammy Silcox	Tammy	Silcox	6428 Airport Blvd	Mobile	AL	36608	(251) 344-7555
JAB LLC	Jack	Williams	201 Veterans Hwy	Scottsboro	AL	35768	(256) 575-0007
JAB LLC**	Jack	Williams	1306 E Highland Ave	Selma	AL	36703	(~~334~~ 256) ~~872-2240~~ 630-410 <u>3</u>
JAB LLC**	Jack	Williams	24 A Broadway Ave N	Sylacauga	AL	35150	(256) ~~245-9127~~ 630-384 <u>6</u>
Edward Allen	Edward	Allen	1425 Martin Luther King Jr Blvd	Tuscaloosa	AL	35401	(205) 758-1900
Lisa Moix	Lisa	Moix	2275 Harrison St	Batesville	AR	72501	(870) 612-9000
Arthur L. Hall	Arthur	Hall	1800 N. Reynolds Rd	Bryant	AR	72022	(501) 847-7774
Wm. Murray							

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Michael and Hunter Holcomb	Murray	Michael	1002 S Pine St	Cabot	AR	72023	(501) 843-5537
Greg Massey	Greg	Massey	1903 Harkrider St	Conway	AR	72032	(501) 329-6100
Amber N Tejada	Amber	Tejada	3039 N College Ave	Fayetteville	AR	72703	(479) 443-2640
Amber N Tejada	Amber	Tejada	993 N Shiloh Drive	Fayetteville	AR	72701	(479) 238-0424
BMH Enterprises LLC	Bret	Hardee	2600 S Zero	Fort Smith	AR	72901	(479) 242-2329
Greg Massey	Greg	Massey	57 South Broadview	Greenbrier	AR	72058	(501) 679-5000
Lisa Moix	Lisa	Moix	1323 Hwy 25B N	Heber Springs	AR	72543	(501) 362-6223
CJ Accounting Inc	Cheryl	Nichols	1557 Airport Road	Hot Springs	AR	71913	(501) 701-4330
CJ Accounting Inc	Cheryl	Nichols	1907 Central Ave	Hot Springs	AR	71901	(501) 762-0501
Money Enterprises Inc.	Darren	Money	104 North James Street	Jacksonville	AR	72076	(501) 985-1133
Aaron Kious	Aaron	Kious	1700 E Johnson Ave	Jonesboro	AR	72401	(870) 932-8500
Aaron Kious	Aaron	Kious	~~2810 E Highland~~ 405 Southwest Dr	Jonesboro	AR	72401	(870) 932-8500
Aaron Kious	Aaron	Kious	~~405- Southwest~~ 2810 E Highland Dr	Jonesboro	AR	72401	(870) 932-8500
Arthur L. Hall	Arthur	Hall	10500 W- Markham St	Little Rock	AR	72205	(501) 224-2922
Arthur L. Hall	Arthur	Hall	8604 Geyer Springs Rd	Little Rock	AR	72209	(501) 565-3400
<u>Arthur L. Hall</u>	<u>Arthur</u>	<u>Hall</u>	<u>10500 W</u>	<u>Little Rock</u>	<u>AR</u>	<u>72205</u>	<u>(501) 224-2922</u>

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Markham St				
R&R Partnership LLP	Chris	Robinson	1215 West Court	Paragould	AR	72450	(870) 236-9100
Lisa Moix	Lisa	Moix	1808 E Main	Russellville	AR	72801	(479) 264-6568
Money Enterprises Inc.	Darren	Money	700 S Main St	Searcy	AR	72143	(501) 268-8200
Amber N Tejada	Amber	Tejada	7022 W Sunset Ave	Springdale	AR	72762	(479) 305-5533
Mark Hawkins and Christal Hawkins	Mark	Hawkins	200 E Martin Luther King Blvd	Texarkana	AR	71854	(870) 330-0688
Laren G. Richardson	Laren	Richardson	21 S Signal Butte	Apache Junction	AZ	85120	(480) 354-3114
Inexodus LLC	Bayo	Ogundele	145 ~~37~~ N- ~~Dysart Rd.~~ Eliseo Felix Jr Way	Avondale	AZ	85323	(623) 213-8413
Bobcat Tax LLC	Christopher	Olsen	1115 E Florence Blvd	Casa Grande	AZ	85122	(520) 876-5778
Weis Group LLC	Richard	Weisenberg	1201 N Pinal Ave	Casa Grande	AZ	85122	(520) 414-3035
Main Street Tax Services LLC	Luis	Ramirez	1004 N Arizona Ave	Chandler	AZ	85225	(480) 857-8469
My Tax People LLC	~~Sherry~~ Jean Marie	~~Schweitzer~~ Molon	590 N Alma School Rd	Chandler	AZ	85224	(480) 883-9822
Bobcat Tax LLC	Christopher	Olsen	184 N Arizona Blvd	Coolidge	AZ	85128	(520) 723-5703
~~Laura Ihrman~~	~~Laura~~	~~Ihrman~~	~~657 E- Cottonwood St~~	~~Cottonwood~~	~~AZ~~	~~86326~~	~~(928) 852-0335~~
Inexodus LLC	Bayo	Ogundele	406 N Litchfield RD	Goodyear	AZ	85338	(623) 748-9620
Weis Group LLC	Richard	Weisenberg	20800 N John	Maricopa	AZ	85139	(520) 217-5000

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Wayne Pkwy				
Arizona Tax Associates LLC	Michael	Lepore	1225 W Main St	Mesa	AZ	85201	(480) 833-5857
Arizona Tax Associates LLC	Michael	Lepore	1976 W Southern Ave	Mesa	AZ	85202	(480) 461-9930
<u>Bobcat Tax LLC</u>	<u>Christopher</u>	<u>Olsen</u>	<u>6671 E Baseline Rd</u>	<u>Mesa</u>	<u>AZ</u>	<u>85206</u>	<u>(480) 218-2355</u>
John W. Regan	John	Regan	1221 S Gilbert Rd	Mesa	AZ	85204	(480) 497-5200
Laren G. Richardson	Laren	Richardson	345 S Power Rd	Mesa	AZ	85206	(480) 969-6400
~~Lawrence Bruce~~	~~Lawrence~~	~~Bruce~~	~~6671 E Baseline Rd~~	~~Mesa~~	~~AZ~~	~~85206~~	~~(480) 807-1576~~
Lucindy Anderson	Lucindy	Anderson	9015 W Union Hills Dr	Peoria	AZ	85382	(623) 266-2128
~~Laura-Ihrman*~~ <u>Christopher Foulkes</u>	~~Laura~~ <u>Christopher</u>	~~Ihrman~~ <u>Foulkes</u>	~~TBD~~ <u>8310 W Thomas Rd</u>	~~Peoria~~ <u>Phoenix</u>	AZ	~~85345~~ <u>85037</u>	~~(928) 623-301-1192~~ <u>230-3084</u>
~~Laura-Ihrman*~~	~~Laura~~	~~Ihrman~~	~~TBD~~	~~Peoria~~	~~AZ~~	~~85363~~	~~(928) 301-1192~~
Christopher Foulkes	Christopher	Foulkes	4818 N 35th Ave	Phoenix	AZ	85017	(602) 675-1978
Christopher Foulkes*	Christopher	Foulkes	~~8310 W Thomas Rd~~ <u>TBD</u>	Phoenix	AZ	85037	~~(623) 602-230-3084~~ <u>675-1978</u>
Lion Tax LLC	Larissa	Leao Clark	~~1920 W Camelback~~ <u>4501 E Thomas Rd</u>	Phoenix	AZ	85015	(602) ~~795-8318~~ <u>952-7008</u>
Lion Tax LLC	Larissa	Leao Clark	4266 W Thomas Rd	Phoenix	AZ	85019	(602) 368-5116
Lion Tax LLC	Larissa	Leao Clark	~~4501 E Thomas~~ <u>1920 W Camelback Rd</u>	Phoenix	AZ	85018	(602) ~~952-7008~~ <u>795-8318</u>

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Lion Tax LLC*	Larissa	Leao Clark	~~6025 N 27th-Ave~~ TBD	Phoenix	AZ	85017	(602) ~~900-4147~~ <u>795-8318</u>
<u>Marla Carmona LLC</u>	<u>Marla</u>	<u>Carmona</u>	<u>3428 W Bell Rd</u>	<u>Phoenix</u>	<u>AZ</u>	<u>85053</u>	<u>(602) 439-7150</u>
Marla Carmona LLC	Marla	Carmona	1524 W Bell Rd	Phoenix	AZ	85023	(602) 368-9038
~~Marla-Carmona-LLC~~ <u>Shelly Barrett</u>	~~Marla~~ <u>Shelly</u>	~~Carmona~~ <u>Barrett</u>	~~2330-E-McDowell-Rd~~ <u>5410 S Central Ave</u>	Phoenix	AZ	~~85006~~ <u>85040</u>	(602) ~~275-5438~~ <u>304-1999</u>
~~Marla-Carmona-LLC~~	~~Marla~~	~~Carmona~~	~~3428 W Bell Rd~~	~~Phoenix~~	~~AZ~~	~~85053~~	~~(602) 439-7150~~
Shelly Barrett	Shelly	Barrett	1607 N 7th Ave	Phoenix	AZ	85007	(623) 349-7400
~~Shelly Barrett~~	~~Shelly~~	~~Barrett~~	~~5410 S Central Ave~~	~~Phoenix~~	~~AZ~~	~~85040~~	~~(602) 304-1999~~
Universal Services #13 LLC	Annalisa	Espericueta	14819 N Cave Creek Rd	Phoenix	AZ	85032	(602) 788-6900
~~Christopher-Foulkes*~~	~~Christopher~~	~~Foulkes~~	~~TBD~~	~~Phoenix~~	~~AZ~~	~~85035~~	~~(703) 531-9117~~
~~Laura-Ihrman*~~	~~Laura~~	~~Ihrman~~	~~TBD~~	~~Phoenix~~	~~AZ~~	~~85392~~	~~(928) 301-1192~~
Talley Enterprises Inc	Lorraine	Harmon	2960 N Hayden Rd	Scottsdale	AZ	85251	(480) 423-1040
SCB LLC	Sean	Bowen	999 E Fry Blvd	Sierra Vista	AZ	85635	(520) 803-7353
Kleinfeld Business Services Inc.	Barbara	Kleinfeld	1740 E Broadway Rd	Tempe	AZ	85282	(480) 456-0295
Obed Mutanya	Obed	Mutanya	~~7200~~ <u>7531</u> E Broadway Blvd	Tucson	AZ	85710	(520) 790-1825
SCB LLC	Sean	Bowen	4231 E 22nd St	Tucson	AZ	85711	(520) 790-8829
SCB LLC	Sean	Bowen	625 E Wetmore Rd	Tucson	AZ	85705	(520) 887-3282
~~M4~~ <u>M4</u>							

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Consulting LLC*	Martin	Garcia	TBD	Yuma	AZ	85364	(626) 589-5400
Don Kim	Don	Kim	14196 Hwy 395	Adelanto	CA	92301	(760) 530-0500
~~America-Enterprise Inc~~	~~Chungman~~	~~Ho~~	~~1120 W Valley Blvd~~	~~Alhambra~~	~~CA~~	~~91803~~	~~(626) 289-8181~~
America Enterprise Inc	Chungman	Ho	51 S Garfield Ave	Alhambra	CA	91801	(626) 282-4018
<u>America Enterprise Inc</u>	<u>Chungman</u>	<u>Ho</u>	<u>1120 W Valley Blvd</u>	<u>Alhambra</u>	<u>CA</u>	<u>91803</u>	<u>(626) 289-8181</u>
North OC Financial Services Inc	Karen	Miranda	1027 North State College Blvd	Anaheim	CA	92806	(714) 635-1724
North OC Financial Services Inc	Karen	Miranda	1211 South Euclid Sreet	Anaheim	CA	92802	(714) 254-0309
NORCAL LTS Inc	Shavi	Sandhu	2081 Balls Ferry Rd	Anderson	CA	96007	(530) 365-6000
Agustin Lopez	Agustin	Lopez	3373 Deer Valley Rd	Antioch	CA	94531	(925) 755-0059
James Okeigwe	James	Okeigwe	2358 Buchanan Rd	Antioch	CA	94509	(925) 755-2358
Don Kim	Don	Kim	~~20920~~ <u>20786</u> Bear Valley Rd	Apple Valley	CA	92308	(760) 240-8010
KPL Tax Group Inc.	Kimberly	Le	11822 E Artesia Blvd	Artesia	CA	90701	(562) 402-1040
Azusa Canyon Enterprises LLC	Loren	Oesterle	546 N Azusa Ave	Azusa	CA	91702	(626) 815-1040
~~Gail Garcia-Cerda~~	~~Gail Garcia~~	~~Cerda~~	~~2200- Columbus St~~	~~Bakersfield~~	~~CA~~	~~93305~~	~~(661) 432-7676~~
Gail Garcia Cerda	Gail Garcia	Cerda	901 Chester Ave	Bakersfield	CA	93301	(661) 432-7676
Gail Garcia Cerda	Gail Garcia	Cerda	901 Chester Ave	Bakersfield	CA	93301	(661) 432-7676
<u>Gail Garcia</u>							

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Cerde*	Gail Garcia	Cerde	TBD	Bakersfield	CA	93305	(661) 432-7676
Kayla S. Ferre and Laura Y. Gillet	Kayla	Ferre	5113 Ming Ave	Bakersfield	CA	93309	(661) 397-7771
Kayla S. Ferre and Laura Y. Gillet	Kayla	Ferre	5113 Ming Ave	Bakersfield	CA	93309	(661) 489-7485
Kayla S. Ferre and Laura Y. Gillet	Kayla	Ferre	5620 California Ave	Bakersfield	CA	93309	(661) 302-4103
RTA Tax Service LLC	Raymond	Alexander	6401 White Lane	Bakersfield	CA	93309	(661) 834-9406
Sherri A. Morgan	Sherri	Morgan	1213 Airport Dr	Bakersfield	CA	93308	(661) 387-9386
Sherri A. Morgan	Sherri	Morgan	2451 N CHESTER	Bakersfield	CA	93308	(661) 368-2277
Annette Flores	Annette	Flores	13523 Francisquito Ave	Baldwin Park	CA	91706	(626) 480-1200
Don Kim	Don	Kim	907 Armory Rd	Barstow	CA	92311	(760) 256-6769
Ed Wilson	Edward	Wilson	17814 Woodruff Ave	Bellflower	CA	90706	(562) 925-5111
KPL Tax Group Inc.	Kimberly	Le	10211 Rosecrans Ave	Bellflower	CA	90706	(562) 461-1040
~~KPL Tax Group Inc.*~~	~~Kimberly~~	~~Le~~	~~TBD~~	~~Bellflower~~	~~CA~~	~~90706~~	~~(562) 256-4477~~
Anandpur Business Solutions Inc.	Kunal	Dewan	21001 Sherman Way	Canoga Park	CA	91303	(818) 864-2705
William Shahin	William	Shahin	19349 Soledad Canyon Rd	Canyon Country	CA	91351	(661) 298-4829
Powerhouse Tax Solutions LLC	Leopoldo	Rocha	4208 Capitola Rd	Capitola	CA	95010	(831) 465-1040
Maria ~~Martinez-Machuca~~ Rodriguez	Maria ~~Martinez~~ Isabel	~~Machuca~~ Rodriguez	69-265 Ramon Road	Cathedral City	CA	92234	(760) 202-0240

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Linda J. Newman	Linda	Newman	2454 Notre Dame Blvd	Chico	CA	95928	(530) 345-6700
NORCAL LTS Inc	Shavi	Sandhu	1722 Mangrove Ave	Chico	CA	95926	(530) 332-9933
Araceli Sanchez	Araceli	Sanchez	2545 Chino Hills Pkwy	Chino Hills	CA	91709	(909) 393-0600
Guadalupe Rubio	Guadalupe	Rubio	355 Third Ave	Chula Vista	CA	91910	(619) 420-2700
~~John Gustafson*~~	~~John~~	~~Gustafson~~	~~TBD~~	~~Chula Vista~~	~~CA~~	~~91910~~	~~(619) 517-9900~~
Michael and Katharine Sawyer	Michael	Sawyer	7601 Sunrise Blvd	Citrus Heights	CA	95610	(916) 728-4829
Michael and Katharine Sawyer	Michael	Sawyer	7601 Sunrise Blvd	Citrus Heights	CA	95610	(916) 728-4829
Newsham Business Services Inc	Madeline	Newsham	7801 Greenback Lane	Citrus Heights	CA	95610	(916) 727-1040
SARWAR LLC	Jahanzaib	Sarwar	6051 Greenback Ln	Citrus Heights	CA	95621	(916) 560-8808
Marjorie Callaghan and Michael Callaghan	Marjorie	Callaghan	~~1385~~ 1260 Shaw Ave ~~Ste~~ <u>105</u>	Clovis	CA	93612	(559) 298-0204
MySmart Pocket Inc.	Rossel	Lastimoso	829 W Valley Blvd	Colton	CA	92324	(909) 370-1900
Javed Rasheed	Javed	Rasheed	3533 Clayton Rd	Concord	CA	94519	(925) 689-5899
Coastal Tax LLC	Andrea	Burns	1745 Newport Blvd	Costa Mesa	CA	92627	(949) 650-1043
Daniel Raval	Daniel	Raval	2760 Junipero Serra Blvd	Daly City	CA	94015	(650) 757-5333
Mayra Salas and Carolina Salas	Carolina	Salas	1027 Dover Pl	Delano	CA	93215	(661) 725-6728
Dazo Incorporated	Dhaval	Oza	7914 Firestone Blvd	Downey	CA	90241	(562) 923-6500
Ena Askia	Ena	Askia	~~329-E-~~	El Cajon	CA	92020	(619) 440-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			~~Main~~ TBD				
Thakur Neupane	Thakur	Neupane	10323 San Pablo Ave	El Cerrito	CA	94530	(510) 529-4131
Luis Aguilar	Luis	Aguilar	10717 E Garvey Ave	El Monte	CA	91733	(626) 279-1944
Chandra P. Singh	Chandra	Singh	5060 Laguna Blvd	Elk Grove	CA	95758	(916) 681-1040
Chandra P. Singh*	Chandra	Singh	TBD	Elk Grove	CA	95758	(916) 681-1040
JN Korta LLC*	Naveen	Korta	TBD	Elk Grove	CA	95624	(916) ~~346-8490~~ 345-3356
Powerhouse Tax Solutions LLC	Leopoldo	Rocha	1716 Freedom Blvd	Freedom	CA	95019	(831) 763-1042
Santosh Sharma	Santosh	Sharma	121 Fremont Hub Courtyard	Fremont	CA	94538	(510) 792-4119
~~Johnny Xiong~~ Simply Unlimited Inc.	Johnny	Xiong	2602 E Ashlan Ave	Fresno	CA	93726	(559) 481-8221
~~Tax Problem Resolution Inc.~~	~~Cathy~~	~~Fang~~	~~4785 E McKinley Avenue~~	~~Fresno~~	~~CA~~	~~93703~~	~~(559) 500-6700~~
Tax Problem Resolution Inc.	Cathy	Fang	634 S Chestnut Ave	Fresno	CA	93702	(559) 453-2505
Tax Problem Resolution Inc.	Cathy	Fang	4785 E McKinley Avenue	Fresno	CA	93703	(559) 500-6700
Yenny Celaya	Yenny	Celaya	5247 N. Blackstone Ave	Fresno	CA	93710	(559) 248-8829
Greg Jablonowski	Gregory	Jablonowski	1430 S Euclid St	Fullerton	CA	92832	(714) 447-9004
Ashley Valenzuela	Ashley	Valenzuela	11105 Brookhurst St	Garden Grove	CA	92840	(714) 226-1525
Harper White	Jeffrey	White	13281 Harbor	Garden	CA	92843	(714) 638-3606

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Investments LLC			Bld	Grove			
J&S Tax Accounting and Insurance Services LLC	Joseph	Ileleji	12517 Knott St	Garden Grove	CA	92841	(714) 899-3000
Judith Anica Gonzalez	Judith	Anica Gonzalez	1134 W Redondo Beach Blvd	Gardena	CA	90247	(310) 844-7974
Nicholas Batch	Nicholas	Batch	102 W Route 66	Glendora	CA	91740	(626) 852-0321
LDMC Enterprises Inc	Dayna	Fleck	16206 Devonshire St	Granada Hills	CA	91344	(818) 920-7338
Elizabeth Adams	Elizabeth	Adams	1639 State Highway 99	Gridley	CA	95948	(530) 797-9362
KDD Tax Inc.*	Ken	Dool	~~1014 S Hacienda Blvd~~ TBD	Hacienda Heights	CA	91745	(626) ~~330-7766~~ <u>600-6829</u>
~~Stephanie Soares and Lisa Airoso Shier~~ Ceballos Tax Services Inc	~~Stephanie~~ Timothy	~~Soares~~ Ceballos	~~862218 W Grangeville Blvd~~ <u>8th st</u>	Hanford	CA	93230	(559) 587-5771
Kulbir Heer Inc.	Kulbir	Heer	219 Jackson St	Hayward	CA	94544	(510) 885-1040
Tad Miller	Tad	Miller	28527 Mission Blvd	Hayward	CA	94544	(510) 470-3377
MySmart Pocket Inc.	Rossel	Lastimoso	190 E Florida Ave	Hemet	CA	92543	(951) 652-8800
Don Kim	Don	Kim	~~14665 Bear Valley Rd~~ <u>15737 Main St</u>	Hesperia	CA	92345	(760) 956-1 ~~610~~ <u>500</u>
Don Kim	Don	Kim	~~15737 Main St~~ <u>14665 Bear Valley Rd</u>	Hesperia	CA	92345	(760) 956-1 ~~500~~ <u>610</u>
~~Ebonique Wilson~~ SBC LT	Ebonique	Wilson	27214 Baseline	Highland	CA	92346	(909) 864-8122

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
ENT 7750 LLC			St				
Ashley Valenzuela	Ashley	Valenzuela	17398 Beach Blvd	Huntington Beach	CA	92647	(714) 842-3282
Karen E. Miranda	Karen	Miranda	1985 E Florence Ave	Huntington Park	CA	90001	(323) 537-4541
Mayra Rodriguez	Mayra	Rodriguez	81673 Hwy 111	Indio	CA	92201	(760) 775-4440
~~Chandra P.- Singh*~~	~~Chandra~~	~~Singh~~	~~TBD~~	~~Laguna-West~~	~~CA~~	~~95758~~	~~(916) 718-8573~~
Jinesh Talsania	Jinesh	Talsania	16746 Lakeshore Drive	Lake Elsinore	CA	92530	(951) 245-6889
Katie Canas	Katie	Canas	20910 Pioneer Blvd	Lakewood	CA	90715	(562) 239-3253
J&D B'Hatzlacha LLC	Jeffrey	Garcia	~~45335~~ 15443 Hawthorne Blvd	Lawndale	CA	90260	(424) 444-6927
Ceballos Tax Services Inc	Timothy	Ceballos	25A W D St	Lemoore	CA	93245	(559) 345-6951
Rowan Solutions Inc.	Thomas	Rowan	741 Sterling Pkwy	Lincoln	CA	95648	(916) 645-8869
Agustin Lopez	Agustin	Lopez	1358 Railroad Ave	Livermore	CA	94550	(925) 443-1040
Nomers Business Services Inc.	Nazir	Shakoor	306 North Ham Lane	Lodi	CA	95242	(209) 224-5737
Ambar Dominguez	Ambar	Dominguez	11151 South Avalon Blvd	Los Angeles	CA	90061	(323) 476-1604
Ambar Dominguez	Ambar	Dominguez	11403 South Vermont Avenue	Los Angeles	CA	90044	(323) 756-1222
Ana Chacon	Ana	Chacon	1107 S Alvarado	Los Angeles	CA	90006	(213) 388-1220
~~Jose Galan~~	~~Jose~~	~~Galan~~	~~3087 W Pico Blvd~~	~~Los Angeles~~	~~CA~~	~~90006~~	~~(213) 382-5281~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Jose Galan~~	~~Jose~~	~~Galan~~	~~4209 Beverly Blvd~~	~~Los Angeles~~	~~CA~~	~~90004~~	~~(323) 913-9303~~
~~Jose Galan~~	~~Jose~~	~~Galan~~	~~952 N Western Ave~~	~~Los Angeles~~	~~CA~~	~~90029~~	~~(323) 469-1260~~
Jose' Arreola Guerrero	Jose	Arreola Guerrero	3116 N Eastern Ave	Los Angeles	CA	90032	(323) ~~999-9714~~ 579-1144
Karen E. Miranda	Karen	Miranda	6001 S Vermont Ave	Los Angeles	CA	90044	(323) 750-1040
Karen E. Miranda	Karen	Miranda	1030 W Martin Luther King	Los Angeles	CA	90037	(323) 238-7090
Karen E. Miranda	Karen	Miranda	2646 Crenshaw Blvd	Los Angeles	CA	90016	(323) 577-7876
~~Karen E. Miranda~~ RMJG Income Tax	~~Karen~~ Jose	~~Miranda~~ Galan	~~6001 S Vermont Ave~~ 3087 W Pico Blvd	Los Angeles	CA	~~90044~~ 90006	(323) ~~213~~ 750-1040 382-5281
~~Linda Tatum~~ RMJG Income Tax	~~Linda~~ Jose	~~Tatum~~ Galan	~~5549 W Manchester~~ 952 N Western Ave	Los Angeles	CA	~~90045~~ 90029	(323) ~~733-5563~~ 469-1260
RMJG Income Tax	Jose	Galan	4209 Beverly Blvd	Los Angeles	CA	90004	(323) 913-9303
Veronica Cazares	Veronica	Cazares	3560 S La Cienega Blvd	Los Angeles	CA	90016	(323) 592-3152
Ambar Dominguez	Ambar	Dominguez	11310 Long Beach Blvd	Lynwood	CA	90262	(310) 669-9307
The Glorious Freedom	Ebram	Hanna	27192 Sun City Blvd	Menifee	CA	92586	(951) 821-9141
Laura Zavala	Laura	Zavala	19 E 16 St	Merced	CA	95340	(209) 384-2500
Gabriela Rivera Garcia	Gabriela	Rivera Garcia	24905 SunnyMead Blvd	Moreno Valley	CA	92553	(951) 485-0777

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Maneesh Gupta	Maneesh	Gupta	39040 Sky Canyon Drive	Murrieta	CA	92563	(951) 926-6225
The Glorious Freedom	Ebram	Hanna	39840 Los Alamos Road	Murrieta	CA	92562	(951) 290-0090
Guadalupe Rubio	Guadalupe	Rubio	907 East 8th St	National City	CA	91950	(619) 259-2853
Vikramdeep Randhawa	Vikramdeep	Randhawa	35111 Newark Blvd	Newark	CA	94560	(510) 793-4040
SARWAR LLC	Jahanzaib	Sarwar	5724 Watt Ave	North Highlands	CA	95660	(916) 331-6500
SARWAR LLC	Jahanzaib	Sarwar	7471 WATT AVE	North Highlands	CA	95660	(916) 332-2909
Anandpur Business Solutions Inc.	Kunal	Dewan	15313 Parthenia St	North Hills	CA	91343	(818) 810-6422
Brian A. Charles	Brian	Charles	6350 Vineland Ave	North Hollywood	CA	91606	(818) 578-6851
Dazo Incorporated	Dhaval	Oza	11702 Imperial Hwy	Norwalk	CA	90650	(562) 274-7374
Balwinder Kaur	Balwinder	Kaur	1206 Fruitvale Ave	Oakland	CA	94601	(510) 533-9000
M & S Professional Services Inc.	Malkeet	Singh	3207 Grand Ave	Oakland	CA	94610	(510) 835-4062
Jinesh Talsania	Jinesh	Talsania	870 S Mountain Ave	Ontario	CA	91762	(909) 391-2718
Harper White Investments LLC*	Jeffrey	White	TBD	Orange	CA	92866	(678) 714-260-7533-638-3606
Khrissandra Swinney	Khrissandra	Swinney	8820 Greenback Lane	Orangevale	CA	95662	(916) 293-8842
Elizabeth Adams	Elizabeth	Adams	675 Oro Dam Blvd E	Oroville	CA	95965	(530) 534-4829

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Jodhpur Inc.~~	~~Parul~~	~~Gupta~~	~~400 W Wooley Rd~~	~~Oxnard~~	~~CA~~	~~93030~~	~~(805) 201-7010~~
Jodhpur Inc.	Parul	Gupta	4204 Saviers Rd	Oxnard	CA	93033	(805) 436-5818
Jodhpur Inc.	Parul	Gupta	940 N Ventura Rd	Oxnard	CA	93030	(805) 201-7010
Anandpur Business Solutions Inc.	Kunal	Dewan	12800 Van Nuys Blvd	Pacoima	CA	91331	(818) 302-6563
Anandpur Business Solutions Inc.	Kunal	Dewan	14520 Nordhoff St	Panorama City	CA	91402	(818) 893-3909
Elizabeth Adams	Elizabeth	Adams	6848 Skyway	Paradise	CA	95969	(530) 872-1876
Ambar Dominguez	Ambar	Dominguez	15124 Paramount Blvd	Paramount	CA	90723	(562) 379-9572
Family Circle Services Inc	Maria	Garcia	1675 N Perris Blvd	Perris	CA	92571	(951) 943-2500
Dazo Incorporated	Dhaval	Oza	8731 Whittier Blvd	Pico Rivera	CA	90660	(562) 373-4545
~~Yelloh Family LLC~~ Annette Flores	~~James-~~ Kevin Anne tte	~~Holley~~ Flores	1541 E Holt Ave	Pomona	CA	91767	(909) 629-7700
Mayra Salas and Carolina Salas	Carolina	Salas	12 S Main St	Porterville	CA	93257	(661) 725-6728
Minh T. Nguyen	Minh	Nguyen	12935 Pomerado Rd	Poway	CA	92064	(858) 513-8200
Cucamonga Retirement & Tax Group Inc.	Robert	Radford	7890 Haven Ave	Rancho Cucamonga	CA	91730	(909) 941-0773
Patrick Baird	Patrick	Baird	1060 S Main St	Red Bluff	CA	96080	(530) 528-8879
Nor-Cal Tax Prep Inc	Lisa	Baca	2997 Churn Creek Rd	Redding	CA	96002	(530) 222-9829
Nor-Cal Tax Prep Inc	Lisa	Baca	50 Lake Blvd	Redding	CA	96003	(530) 246-1141

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~~Simranjot Bachal and Jessica Dhillon~~ Annette Flores	~~Jessica~~ Annette	~~Dhillon~~ Flores	755 Orange St	Redlands	CA	92374	(909) 792-3025
~~Vikkielea Choroski~~	~~Vikkielea~~	~~Choroski~~	~~1060 El Camino Real~~	~~Redwood City~~	~~CA~~	~~94063~~	~~(650) 995-7649~~
BEL Express Inc	Muhammad M.	Naeem	572 W Foothill Blvd	Rialto	CA	92376	(909) 875-6600
A&R 4 Taxes & Real Estate Inc	Asuncion	Beltran	3950 Pierce St	Riverside	CA	92505	(951) 319-4640
Annette Flores	Annette	Flores	8201 Arlington Ave	Riverside	CA	92503	(951) 376-1200
Gabriela Rivera Garcia	Gabriela	Rivera Garcia	5033 Arlington Ave	Riverside	CA	92504	(951) 299-7829
Rowan Solutions Inc.	Thomas	Rowan	6011 Stanford Ranch Rd	Rocklin	CA	95765	(916) 435-0895
Michael and Katharine Sawyer	Michael	Sawyer	1120 W Douglas Blvd	Roseville	CA	95678	(916) 771-4030
Chauhan Tax Inc	Hanesinder	Chauhan	6905 Stockton Blvd	Sacramento	CA	95823	(916) 391-2222
Chandra P. Singh*	Chandra	Singh	TBD	Sacramento	CA	95823	(916) 681-1040
Deborah Wakeman	Deborah	Wakeman	1304 Fulton Ave	Sacramento	CA	95825	(916) 480-0309
~~Haneshinder Chauhan~~	~~Haneshinder~~	~~Chauhan~~	~~6905 Stockton Blvd~~	~~Sacramento~~	~~CA~~	~~95823~~	~~(916) 391-2222~~
JN Korta LLC	Naveen	Korta	5276 Fruitridge Rd	Sacramento	CA	95820	(916) 345-3356
Kulbir Heer Inc.	Kulbir	Heer	2714 Marconi Ave	Sacramento	CA	95821	(279) 225-5363
Tek Korotania	Tek	Korotania	8876 Vintage Park Dr	Sacramento	CA	95828	(916) 829-3145
~~Chandra P.~~	~~Chandra~~	~~Singh~~	~~TBD~~	~~Sacramento~~	~~CA~~	~~95823~~	~~(916) 718-8573~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Singh*~~				~~Ø~~			
Sanjeet Kumar	Sanjeet	Kumar	446 S Main St	Salinas	CA	93901	(831) 783-1514
BEL Express Inc	Muhammad M.	Naeem	4077 University Pkwy	San Bernardino	CA	92407	(909) 887-1752
~~Ebonique-Wilson~~	~~Ebonique~~	~~Wilson~~	~~458 W- Highland Ave~~	~~San-Bernardino~~	~~CA~~	~~92405~~	~~(909) 881-2200~~
MySmart Pocket Inc.	Rossel	Lastimoso	2075 E Highland Ave	San Bernardino	CA	92404	(909) 862-4744
SBC LT ENT 7750 LLC	Ebonique	Wilson	458 W Highland Ave	San Bernardino	CA	92405	(909) 881-2200
Bhoj Dong	Bhoj	Dong	108 El Camino Real	San Carlos	CA	94070	(650) 226-3913
~~John Gustafson~~	~~John~~	~~Gustafson~~	~~1555 Palm-Ave~~	~~San-Diego~~	~~CA~~	~~92154~~	~~(619) 271-1811~~
Yun Davin Loh	Davin	Loh	3243 Mission St	San Francisco	CA	94110	(415) 282-4829
Hamid Mahmood	Hamid	Mahmood	1918 Alum Rock Ave	San Jose	CA	95116	(408) 251-9500
Hamid Mahmood	Hamid	Mahmood	730 Story Rd	San Jose	CA	95122	(408) 931-6314
Juan Sierra and Susan Salgado	Juan	Sierra	5510 Almaden Expy	San Jose	CA	95118	(408) 978-3970
NJ Financial Services Inc	Nimesh	Parekh	1335 S Bascom Ave	San Jose	CA	95128	(408) 287-1040
Imran Adam	Imran	Adam	699 Lewelling Blvd	San Leandro	CA	94579	(510) 346-4655
Kulbir Heer Inc.	Kulbir	Heer	16396 E 14th St	San Leandro	CA	94578	(510) 481-2040
Pathibhara Financial Service Inc.	Tanka	Rayachhetry	1612 S. El Camino Real	San Mateo	CA	94402	(650) 295-0772
Jicara Collins	Jicara	Collins	14345 San Pablo Ave	San Pablo	CA	94806	(510) 235-4000
~~Pathibhara-~~	~~Tanka~~ Jicar	~~Rayachhetry~~ C	204 San Pablo				

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~~Financial Service Inc.~~ Jicara Collins	a	ollins	Towne Center	San Pablo	CA	94806	(510) 669-1282
Robert Downum	Robert	Downum	6101 Bollinger Cyn Rd Ste 308	San Ramon	CA	94583	(925) 275-1040
John Nguyen	John	Nguyen	1212 S Bristol St	Santa Ana	CA	92704	(714) 352-4783
~~John Nguyen~~	~~John~~	~~Nguyen~~	~~2225 S Main~~	~~Santa Ana~~	~~CA~~	~~92707~~	~~(714) 266-6732~~
Katie Canas	Katie	Canas	2017 North Main St	Santa Ana	CA	92706	(714) 852-6985
KIMBERCET	Kimberly	Rodriguez	431 E First St	Santa Ana	CA	92701	(714) 550-0490
Jodhpur Inc.	Parul	Gupta	922 E Main St	Santa Paula	CA	93060	(805) 946-1040
Javier Torres	Javier	Torres	1770 Piner Rd	Santa Rosa	CA	95403	(707) 578-1040
Robert Byrne and David Ruyle Jr.	Robert	Byrne	8781 Cuyamaca St	Santee	CA	92071	(619) 800-7272
Sharon Medina	Sharon	Medina	2027 High St	Selma	CA	93662	(559) 334-3477
~~Suckut Financial Services Corp~~	~~Gerald~~	~~Suckut~~	~~799 E Los Angeles Ave~~	~~Simi Valley~~	~~CA~~	~~93065~~	~~(805) 582-9540~~
Ambar Dominguez	Ambar	Dominguez	3729 Tweedy Blvd	South Gate	CA	90280	(323) 357-1100
~~Ambar Dominguez~~ Karen E. Miranda	~~Ambar~~ Karen E. Miranda	~~Dominguez~~ Miranda	3729 Tweedy Blvd	South Gate	CA	90280	(323) ~~357-1100~~ 537-2944
~~Karen E. Miranda~~ Ambar Dominguez	~~Karen~~ Ambar	~~Miranda~~ Dominguez	3729 Tweedy Blvd	South Gate	CA	90280	(323) ~~537-2944~~ 357-1100
M & N Services Inc	Ajay	Pavagadhi	7546 Katella Ave	Stanton	CA	90680	(714) 236-0400
Saad Sultan	Saad	Sultan	7555 Pacific Ave	Stockton	CA	95207	(209) 477-4300
SARWAR LLC	Jahanzaib	Sarwar	131 Sunset Ave	Suisun City	CA	94585	(707) 399-8100
~~Jovita~~	~~Jovita~~ Tanit		~~1440~~ 2595 Main				

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~~Bradeen~~ Whitt LLC	~~h~~	~~Bradeen~~ Whitt	St	Susanville	CA	96130	(530) 252-4829
The Glorious Freedom	Ebram	Hanna	29760 Rancho California Rd	Temecula	CA	92591	(951) 501-8851
Xiaowen Guan	Xiaowen	Guan	9157 Las Tunas Dr	Temple City	CA	91780	(626) 614-1041
Mayra Salas and Carolina Salas	Carolina	Salas	1535 Hillman St	Tulare	CA	93274	(559) 684-1040
Laura Zavala	Laura	Zavala	1607 Lander Ave	Turlock	CA	95380	(209) 667-0401
Michael Nivera	Michael	Nivera	640 W First Street	Tustin	CA	92780	(714) 855-3358
Tad Miller	Tad	Miller	32619 Alvarado Blvd	Union City	CA	94587	(510) 471-9045
Tad Miller	Tad	Miller	33412 Alvarado -Niles Rd	Union City	CA	94587	(510) 320-5155
~~Don Kim~~	~~Don~~	~~Kim~~	~~13819- Amargosa Rd~~	~~Victorville~~	~~CA~~	~~92392~~	~~(760) 241-8141~~
Don Kim	Don	Kim	14712 La Paz Dr	Victorville	CA	92395	(760) 955-9605
Don Kim	Don	Kim	13819 Amargosa Rd	Victorville	CA	92392	(760) 241-8141
Mayra Salas and Carolina Salas	Carolina	Salas	3290 S Mooney Blvd	Visalia	CA	93277	(559) 684-1040
Jose' Arreola Guerrero	Jose	Arreola Guerrero	530 S Glendora Ave	West Covina	CA	91790	(626) ~~598-1520~~ 671-1830
KDD Tax Inc.	Ken	Dool	2404 S Azusa Ave	West Covina	CA	91792	(626) 600-6829
WorkN Revenue LLC*	Mario	Rojas Sanchez	TBD	Westminster	CA	92844	(714) 473-9991
Pristinetax Inc.	Venkateswara	Vankina	10076 Mills Ave	Whittier	CA	90604	(562) 600-0707
Anandpur			19725 Vanowen				

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Business Solutions Inc.	Kunal	Dewan	St	Winnetka	CA	91306	(818) 864-2711
Matthew Jespersen	Matthew	Jespersen	601 S Main St	Yreka	CA	96097	(530) 841-1040
NORCAL LTS Inc	Shavi	Sandhu	1242 Bridge St	Yuba City	CA	95991	(530) 674-8299
CO Tax Service Inc.	Hilda	Milner	1460 Chambers Rd	Aurora	CO	80011	(303) 340-8299
~~CO Tax Service Inc.~~	~~Hilda~~	~~Milner~~	~~15473 E Hampden Ave~~	~~Aurora~~	~~CO~~	~~80013~~	~~(303) 680-7078~~
TLC ARC LLC	Teresa	Chum	1540 Royal Gorge Blvd	Canon City	CO	81212	(719) 275-1438
TLC ARC LLC	Teresa	Chum	714 S Perry St	Castle Rock	CO	80104	(720) 733-2099
TM Tax Services LLC	Tereena	Barnes	3210 I70 Business Loop	Clifton	CO	81520	(970) 434-4706
Coleman Crook Inc.	Coleman	Crook	521 S Circle Dr	Colorado Springs	CO	80910	(719) 633-2003
~~Eugene E. and Maryellen McKinley~~	~~Eugene~~	~~McKinley~~	~~6045 Barnes Rd~~	~~Colorado Springs~~	~~CO~~	~~80922~~	~~(719) 749-1120~~
TLC ARC LLC	Teresa	Chum	1919 W Uintah	Colorado Springs	CO	80904	(719) 630-1246
Douglas Lorenz	Douglas	Lorenz	10151 West Bowles Avenue	Denver	CO	80127	(303) 904-1040
Innovation Incorporated	Deyanira	Garcia	2960 S Federal Blvd 8	Denver	CO	80236	(303) 783-1040
~~Rosy Curiel~~	~~Rosy~~	~~Curiel~~	~~11 Federal Street~~	~~Denver~~	~~CO~~	~~80219~~	~~(303) 996-6898~~
Rosy Curiel	Rosy	Curiel	9751 E Illiff Ave	Denver	CO	80231	(303) 996-6898
<u>Rosy Curiel</u>	<u>Rosy</u>	<u>Curiel</u>	<u>11 Federal Street</u>	<u>Denver</u>	<u>CO</u>	<u>80219</u>	<u>(303) 996-6898</u>

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Deborah J. Klein	Deborah	Klein	~~1155 S Camino Del Rio~~ 954 E 2nd Ave	Durango	CO	813031	(970) 946-1416
Brayaud Industries Inc.	Steven	McDermott	5150 S Broadway	Englewood	CO	80113	(303) 300-9820
~~Choice-City~~ FOCO Tax Service Prep LLC	SabrinaSean	ArguelloMcGeorge	749 S Lemay Ave	Fort Collins	CO	80524	(970) 494-1800
TM Tax Services LLC	Tereena	Barnes	2923 North Avenue	Grand Junction	CO	81501	(970) 628-4688
TMB Ventures Inc.	Travis	Bahnsen	2412 10th St	Greeley	CO	80634	(970) 356-6495
Adriana Mosqueda	Adriana	Mosqueda	2130 N Main St	Longmont	CO	80501	(303) 651-1040
Michael Martinez	Michael	Martinez	422 Kimbark St	Longmont	CO	80501	(303) 772-1222
TLC ARC LLC	Teresa	Chum	1621 S Prairie Ave	Pueblo	CO	81005	(719) 295-1040
MG2T Tax Services Inc.	Michael	Schoenebeck	2667 E 120th Ave	Thornton	CO	80233	(303) 280-2865
Ravelle Womble	Ravelle	Womble	3885 Wadsworth Blvd	Wheat Ridge	CO	80033	(303) 423-1126
Moran TaxPros LLC	Jonue	Moran	3900 Main St	Bridgeport	CT	06606	(203) 371-0222
Moran AgencyTaxPros LLC	Jonue	Moran	1165 E Main St	Bridgeport	CT	06608	(203) 362-5444
Moran Agency-LLC	Jonue	Moran	3900 Main St	Bridgeport	CT	06606	(203) 371-0222
Najmul Sumra	Najmul	Sumra	100 Fairfield Ave	Bridgeport	CT	06604	(203) 333-1040
Nhung Tuyet Elizabeth Phan	Nhung Tuyet	Phan	160 Farmington Avenue	Bristol	CT	06010	(860) 973-3091

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Chestnut Tax Group LLC	Ray	Maagero	73 Hazard Ave	Enfield	CT	06082	(860) 745-3700
Aridyl Financial Services LLC	Telotama	Goolcharran	~~955~~ 925 Poquonnock Rd	Groton	CT	06340	(860) 448-2937
~~Maxes~~ NEXTGEN TAXSOLUTION LLC	~~Mark~~ Malik	~~Russo~~ Nazir	1039 Dixwell Ave	Hamden	CT	06514	(203) 281-7363
~~NextGen Tax Solution~~ NEXTGEN TAXSOLUTION LLC	Malik	Nazir	95 Prospect Ave	Hartford	CT	~~060~~ 106	(860) 233-8499
V&A Tax Service LLC	Talib	Hussain	332 Franklin Ave	Hartford	CT	06114	(860) 296-7544
Waheguru Tax New Britain LLC	Maninder	Arora	97 Main St	Hartford	CT	06106	(860) ~~225-5168~~ 775-1040
Abbas Alumdar LLC	Zahid	Khan	294 Main St	Manchester	CT	06042	(860) 432-9494
United Tax Services LLC	Qasim	Munir	89 W Main St	Meriden	CT	06451	(203) 608-0091
Maxes LLC	Mark	Russo	365 Boston Post Rd	Milford	CT	06460	(203) 878-4882
Waheguru Tax New Britain LLC	Maninder	Arora	302 Main St	New Britain	CT	06051	(860) 225-5168
Moran Agency Tax Pros LLC	Jonue	Moran	374 Whalley Ave	New Haven	CT	06511	(203) 562-5600
Najmul Sumra	Najmul	Sumra	17 High Street	Norwalk	CT	06851	(203) 670-9974
Steven Koziol and Barry Strauss	Steven	Koziol	276 West Main Street	Norwich	CT	06360	(860) 885-0741
Multi Asset Tax Service LLC	Elizabeth	Carobert	17 Farmington Ave	Plainville	CT	06062	(860) 400-1040
Yousaf Kashmiri	Yousaf	Kashmiri	479 Howe Ave	Shelton	CT	06484	(203) 924-8299
WAHEGURU JI							

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TAX LLC	Surinderpal	Chawla	270 Main St	Stamford	CT	06901	(203) 353-8462
Abbas Alumdarr LLC	Zahid	Khan	243 Hartford Tpke	Vernon Rockville	CT	06066	(860) ~~780-8899~~ <u>775-1040</u>
Donald James and Mark Russo	Mark	Russo	345 W Main St	Waterbury	CT	06702	(203) 757-5737
~~Donald James and Mark Russo~~ <u>Maxes LLC</u>	Mark	Russo	~~353 E Main St~~ <u>155 Thomaston Ave</u>	Waterbury	CT	06702	(203) ~~573-9035~~ <u>573-1156</u>
<u>Maxes NEXTGEN TAX SOLUTION LLC</u>	~~Mark~~ <u>Malik</u>	~~Russo~~ <u>Nazir</u>	~~155 Thomaston Ave~~ <u>353 E Main St</u>	Waterbury	CT	06702	(203) ~~573-1156~~ <u>573-9035</u>
Moran Agency Tax Pros LLC	Jonue	Moran	145 Meriden Rd	Waterbury	CT	06705	(203) 463-9799
~~Raju Bandukwala~~ <u>Jennifer Leroux</u>	~~Raju~~ <u>Jennifer</u>	~~Bandukwala~~ <u>Leroux</u>	~~1027 Boston Post Rd~~ <u>603 Campbell Avenue</u>	West Haven	CT	06516	(203) ~~553-9999~~ <u>933-1040</u>
~~Raju Bandukwala~~ <u>Jennifer Leroux</u>	~~Raju~~ <u>Jennifer</u>	~~Bandukwala~~ <u>Leroux</u>	~~603 Campbell Avenue~~ <u>1027 Boston Post Rd</u>	West Haven	CT	06516	(203) ~~933-1040~~ <u>553-9999</u>
~~Abbas Alumdarr~~ <u>American Tax LLC*</u>	~~Zahid~~ <u>David</u>	~~Khan~~ <u>Alvaranga</u>	~~TBD~~ <u>3905 Benning Road NE</u>	~~Wethersfield~~ <u>Washington</u>	~~CT~~ <u>DC</u>	~~06109~~ <u>20019</u>	(~~860~~ <u>202</u>) ~~990-3007~~ <u>399-2009</u>
American Tax LLC	David	Alvaranga	1629 Benning Rd NE	Washington	DC	20002	(202) 621-7559
American Tax LLC	David	Alvaranga	3905 Benning Road NE	Washington	DC	20019	(202) 399-2009
American Tax LLC*	David	Alvaranga	TBD	Washington	DC	20510	(202) ~~494-3831~~ <u>621-7559</u>
Tyne Sunderland	Stephen	Malloy	530 Eden	Bear	DE	19701	(302) 200-6004

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
LLC			CIRCLE				
SEJ Financials LLC	Shelby	Jones	2618 Philadelphia Pike	Claymont	DE	19703	(302) 762-1010
Slacum & Doyle Tax Services LLC	Douglas	Doyle	500 N Dupont Hwy	Dover	DE	19901	(302) 734-1850
Robert Kelly & Associates LLC	Robert	Kelly	418 Suburban Drive	Newark	DE	19711	(302) 737-7785
~~Richard-Biven~~ *SEJ Financials LLC	~~Richard~~ <u>Shelby</u>	~~Biven~~ <u>Jones</u>	~~TBD~~ <u>4538 Kirkwood Hwy</u>	~~Seaford~~ <u>Wilmington</u>	DE	~~19973~~ <u>19808</u>	~~(443)302-282-8705~~ <u>543-8840</u>
SEJ Financials LLC**	Shelby	Jones	1931 W 4th St	Wilmington	DE	19805	(302) 219-5071
~~SEJ Financials-LLC~~	~~Shelby~~	~~Jones~~	~~4538-Kirkwood Hwy~~	~~Wilmington~~	~~DE~~	~~19808~~	~~(302)-543-8840~~
SEJ Financials LLC	Shelby	Jones	818 N Maryland Ave	Wilmington	DE	19805	(302) 304-8714
Mr Tech Stuff Inc	William	McPherson	875 E Semoran Blvd	Apopka	FL	32703	(407) 884-9003
Justin Tait	Justin	Tait	826 N Broadway Ave	Bartow	FL	33830	(863) 286-0066
Gary Bloome P A	Gary	Bloome	9148 Glades Rd	Boca Raton	FL	33434	(561) 477-8099
~~GSN Financial-LLC~~	~~Sandra~~	~~Najmy~~	~~3222 1st-Street~~	~~Bradenton~~	~~FL~~	~~34208~~	~~(941)-745-1600~~
GSN Financial LLC	~~Sandra~~ <u>George</u>	Najmy	5627 14th St W	Bradenton	FL	34207	(941) 727-9004
~~GSN Financial-LLC*~~	~~Sandra~~	~~Najmy~~	~~TBD~~	~~Bradenton~~	~~FL~~	~~34210~~	~~(941)-812-7333~~
Gerald L. Roshon EA LLC	Gerald	Roshon	112 E Bloomingdale Ave	Brandon	FL	33511	(813) 438-8753
~~North Shore Tax~~	~~Joanna~~	~~Parichkov~~	~~114 W-Bloomingdale-~~	~~Brandon~~	~~FL~~	~~33511~~	~~(813)-681-5358~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Inc.~~			~~Ave~~				
North Shore Tax Inc.	Joanna	Parichkov	231 W Brandon Blvd	Brandon	FL	33511	(813) 662-0686
<u>North Shore Tax Inc.*</u>	<u>Joanna</u>	<u>Parichkov</u>	<u>TBD</u>	<u>Brandon</u>	<u>FL</u>	<u>33619</u>	<u>(813) 681-5358</u>
Ayron Solutions LLC	Aaron	Smolinsky	7020 Coastal Blvd	Brooksville	FL	34613	(352) 556-4832
Grace White and Rodney White	Grace M.	White	6710 N Atlantic Ave	Cape Canaveral	FL	32920	(321) 613-3640
Hugo Striedinger	Hugo	Striedinger	229 Del Prado Blvd N	Cape Coral	FL	33909	(239) 574-6167
Nelson Maldonado	Nelson	Maldonado	2301 Del Prado Blvd	Cape Coral	FL	33990	(239) 574-8297
Foy Financial Inc	William	Foy	846 Main Street	Chipley	FL	32428	(850) 260-0951
Anthony Perri	Anthony	Perri	9726 W Sample Road	Coral Springs	FL	33065	(954) 757-1800
<u>Richmond Tax Group of Florida Inc.</u>	<u>Lewis</u>	<u>Richmond</u>	<u>4381 S Ferdon Blvd</u>	<u>Crestview</u>	<u>FL</u>	<u>32536</u>	<u>(850) 331-3381</u>
Debs Tax Service LLC	Debra	Hagerty-Hecox	7887 W Gulf to Lake Hwy	Crystal River	FL	34429	(352) 563-2777
Sirius Business L.L.C.	Cedric	Richardson	105 S Federal Hwy	Dania Beach	FL	33004	(954) 929-0001
Rea Martinez-Malo	Rea	Martinez-Malo	8226 Griffin Rd	Davie	FL	33328	(954) 607-1100
~~Sirius Business L.L.C.*~~	~~Cedric~~	~~Richardson~~	~~TBD~~	~~Davie~~	~~FL~~	~~33314~~	~~(954) 394-1584~~
Malk JR Tax LLC	Madison	Luu	2091 Saxon Blvd	Deltona	FL	32725	(386) 218-4855
Summit Quest Inc.	Pamela	McKinney	11975 S WILLIAMS ST	Dunnellon	FL	34432	(352) 462-3100
Thomas Royer**	Thomas	Royer	7014 US-301	Ellenton	FL	34222	(941) 479-7343
Nelson			3792 Cleveland				

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Maldonado	Nelson	Maldonado	Ave S	Fort Myers	FL	33901	(239) 226-1040
Philip A Lynch and Rock W. Archacki	Philip	Lynch	17230 S Tamiami Trail	Fort Myers	FL	33908	(239) 437-4929
Nicole Hamilton	Nicole	Hamilton	2308 S Federal Hwy	Fort Pierce	FL	34982	(772) 460-8360
Nancy Hagen	Nancy	Hagen	132B Perry Ave SE	Fort Walton Beach	FL	32548	(850) 226-7665
Tomahawk Properties LLC	John	Crosby	652 Beal Pkwy	Fort Walton Beach	FL	32547	(850) 243-1040
Michael Turner	Michael	Turner	7311 NW 4th Blvd	Gainesville	FL	32607	(352) 373-1099
~~Rhino Eagle-Venture Inc~~	~~Myoinga~~	~~Glaspey~~	~~1105 N Main-St~~	~~Gainesville~~	~~FL~~	~~32601~~	~~(352) 505-5525~~
Rhino Eagle Venture Inc	Myoinga	Glaspey	3318 SW 35th Blvd	Gainesville	FL	32608	(352) 672-6300
<u>Rhino Eagle Venture Inc</u>	<u>Myoinga</u>	<u>Glaspey</u>	<u>1105 N Main St</u>	<u>Gainesville</u>	<u>FL</u>	<u>32601</u>	<u>(352) 505-5525</u>
Rhino Eagle Venture Inc	Myoinga	Glaspey	3720 NW 13th Street	Gainesville	FL	32609	(352) 231-8821
Juana Torres	Juana Jenny	Torres	7738 Gibsonton Dr	Gibsonton	FL	33534	(813) 671-1212
Michelle M. Kotewa	Michelle	Kotewa	4920 Gulfport Blvd	Gulfport	FL	33707	(727) 826-0821
Volusia Tax Filers LLC	Troy	Thomas	701 Ridgewood Ave	Holly Hill	FL	32117	(386) 673-2050
AV Taxes and Accounting Services Inc	Anthony	Vargas	1992 NE 8th St	Homestead	FL	33033	(305) 245-4829
~~Melissa Holstein~~	~~Melissa~~	~~Holstein~~	~~7135 State-Road 52~~	~~Hudson~~	~~FL~~	~~34667~~	~~(727) 861-0768~~
Grace White and Rodney White	Grace M.	White	298 E Eau Gallie Blvd	Indian Harbour Beach	FL	32937	(321) 777-4171

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Summit Quest Inc.	Pamela	McKinney	3433 E GULF TO LAKE HWY	Inverness	FL	34453	(352) 344-8042
Eric L. Lemond	Eric	Lemond	1237 Arlington Rd	Jacksonville	FL	32211	(904) 456-1970
Jax Financial and Accounting Services LLC	Gordon	Walton	9889 San Jose Blvd	Jacksonville	FL	32257	(904) 288-0050
Rhino Eagle Venture Inc	Myoinga	Glaspey	6491 103rd St	Jacksonville	FL	32210	(~~844~~ 904) ~~353-3279~~ 839-104 0
Sun West Inc	John	Moen	920 A Kennedy Drive	Key West	FL	33040	(305) 453-6642
Big Sky Services Inc.	Troy	Land	905 SW Main Blvd	Lake City	FL	32025	(386) 754-0311
Todd Stahl	Todd	Stahl	2863 Northlake Blvd	Lake Park	FL	33403	(561) 841-1600
Alexandra and Leonard Grant**	Alexandra	Grant	6677 Lakeworth Rd	Lake Worth	FL	33467	(561) 421-4013
Justin Tait	Justin	Tait	4204 S Florida Ave	Lakeland	FL	33813	(863) 286-0066
Justin Tait*	Justin	Tait	TBD	Lakeland	FL	33803	(863) ~~670-0944~~ 286-006 6
I Business Center LLC	Charles	Eldridge	1301 N 14th St	Leesburg	FL	34748	(352) 702-0793
Nelson Maldonado	Nelson	Maldonado	1460 Lee Blvd	Lehigh Acres	FL	33936	(239) 368-8297
Big Sky Services Inc.	Troy	Land	632 S Ohio Ave	Live Oak	FL	32064	(386) 364-1007
Jigar Banker and Krishna Banker	Jigar	Banker	726 Ohio Ave	Lynn Haven	FL	32444	(850) 248-2152
Rea T Martinez & Mario Urgiles C Inc	Rea	Martinez-Malo	1913 N State Road 7	Margate	FL	33063	(954) 972-7579

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Michael-Shinneman~~	~~Michael~~	~~Shinneman~~	~~1902 N-Wickham Rd~~	~~Melbourne~~	~~FL~~	~~32935~~	~~(321) 600-4049~~
~~Michael-Shinneman~~ ~~MRLS Tax Inc~~	~~Michael~~ ~~Roxanne~~	~~Shinneman~~ ~~Skrandel~~	924 W New Haven Ave	Melbourne	FL	32901	(321) 725-0101
~~MRLS Tax Inc~~	~~Roxanne~~	~~Skrandel~~	~~1902 N Wickham Rd~~	~~Melbourne~~	~~FL~~	~~32935~~	~~(321) 600-4049~~
Grace White and Rodney White	Grace M.	White	126 E Merritt Island CSWY	Merritt Island	FL	32952	(321) 806-3099
Roberto Nespereira	Roberto	Nespereira	5993 SW 8 St	Miami	FL	33144	(305) 265-5692
~~Your Tax & Accounting Solutions of NPR LLC~~	~~Carolle~~	~~Ryan~~	~~5901 US Hwy-19~~	~~New Port Richey~~	~~FL~~	~~34652~~	~~(727) 842-8900~~
Philip A Lynch and Rock W. Archacki	Philip	Lynch	4085 Hancock Bridge Pkwy	North Fort Myers	FL	33903	(239) 652-1040
ITAXES Inc.	Nigel	Alfred	1309 E Commercial Blvd	Oakland Park	FL	33334	(954) 202-1061
Angie Finley	Angie	Finley	8720 SW Hwy 200	Ocala	FL	34481	(352) 368-2207
~~Lowell Faux~~	~~Lowell~~	~~Faux~~	~~3405 SW College Rd.~~	~~Ocala~~	~~FL~~	~~34474~~	~~(352) 282-3468~~
Misty Romero	Misty	Romero	2695 E. Silver Spring Blvd	Ocala	FL	34470	(352) 615-9134
~~Financial Change Solutions LLC*~~	~~Jolanda~~	~~Hamilton~~	~~TBD~~	~~Orlando~~	~~FL~~	~~32832~~	~~(316) 219-4829~~
Humphreys Tax Service Inc	Wesley	Humphreys	4180B Curry Ford Rd	Orlando	FL	32806	(407) 895-4885
Mr Tech Stuff Inc	William	McPherson	5600 W Colonial Dr	Orlando	FL	32808	(407) 447-1797
Scott Roth**	Scott	Roth	712 S	Orlando	FL	32822	(407) 275-3223

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Goldenrod Rd				
~~Foy Financial Tax~~ <u>MRLS Inc</u>	~~William~~ <u>Roxanne</u>	~~Foy~~ <u>Skrandel</u>	~~5090 Hwy-90~~ <u>4670 Babcock Street NE</u>	~~Pace~~ <u>Palm Bay</u>	FL	~~32571~~ <u>32905</u>	~~(850) 321-994-4866~~ <u>372-1122</u>
~~GSN Financial LLC~~ <u>Thomas Royer</u>	~~Sandra~~ <u>Thomas</u>	~~Najmy~~ <u>Royer</u>	837 8th Ave W	Palmetto	FL	34221	(941) 729-1100
Jigar Banker and Krishna Banker	Jigar	Banker	1312 Balboa Ave	Panama City	FL	32401	(850) 215-2152
<u>Jigar Banker and Krishna Banker*</u>	<u>Jigar</u>	<u>Banker</u>	<u>TBD</u>	<u>Panama City</u>	<u>FL</u>	<u>32401</u>	<u>(850) 215-2152</u>
Muhammad Sikandar	Muhammad	Sikandar	7962 Pines Blvd	Pembroke Pines	FL	33024	(954) 893-3860
Foy Financial Inc	William	Foy	4600 Mobile Highway	Pensacola	FL	32506	(850) 457-8299
Foy Financial Inc	William	Foy	6705 Pine Forest Rd	Pensacola	FL	32526	(850) 332-5328
Genesis Taxes of Pensacola Inc.	Gabriel	Smith	1611 N Pace Blvd	Pensacola	FL	32505	(850) 972-0022
North Shore Tax Inc.	Joanna	Parichkov	1810 James L Redman Pkwy	Plant City	FL	33563	(813) 719-2223
Jerome Hert	Jerry	Hert	1857 N Pine Island Rd	Plantation	FL	33322	(954) 577-2800
~~Melissa Holstein~~	~~Melissa~~	~~Holstein~~	~~10440 US-HWY 19~~	~~Port Richey~~	~~FL~~	~~34668~~	~~(727) 755-1041~~
Marc A. Vassor	Marc	Vassor	2842 SW Port Saint Lucie Blvd	Port Saint Lucie	FL	34953	(772) 344-6950
JAM Tax Franchise Inc	John	Pesella	322 SE Port St Lucie Blvd	Port St Lucie	FL	34984	(772) 879-0404
North Shore Tax Inc.	Joanna	Parichkov	9848 US Hwy 301 S	Riverview	FL	33578	(813) 644-5949
Rhino Eagle	Myoinga	Glaspey	1280 N Ponce	Saint	FL	32084	(904) ~~494-8338~~ <u>839-104</u>

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Venture Inc			de Leon Blvd	Augustine			0
~~North Shore Tax Inc.~~	Joanna	Parichkov	~~2156 34th St S~~	~~Saint Petersburg~~	FL	33711	~~(727) 327-5080~~
North Shore Tax Inc. **	Joanna	Parichkov	3713 49th St N	Saint Petersburg	FL	33710	(727) 551-4171
North Shore Tax Inc. **	Joanna	Parichkov	2156 34th St S	Saint Petersburg	FL	33711	(727) 327-5080
Alejandrina Jimenez	Alejandrina	Jimenez	3830 S Orlando Dr	Sanford	FL	32773	(407) 732-6879
~~Linda-Moore~~ Lady A Tax Accounting LLC	~~Linda~~ Autumn	~~Moore~~ Diaz	1911 S French Ave	Sanford	FL	32771	(407) 330-3350
Bayfront Tax and Accounting LLC	Jason	Stuber	8429 Lockwood Ridge Rd	Sarasota	FL	34243	(941) 355-8184
Heath Financial Enterprises Inc.	Elizabeth	Villeneuve	14050 US Hwy 1	Sebastian	FL	32958	(772) 228-9203
North Shore Tax Inc.	Joanna	Parichkov	11707 E Martin Luther King Blvd	Seffner	FL	33584	(813) 374-2434
~~Ayron Solutions-LLC~~	~~Aaron~~	~~Smolinsky~~	~~5476 Spring-Hill Dr~~	~~Spring Hill~~	FL	34606	~~(352) 835-7186~~
Rhino Eagle Venture Inc*	Myoinga	Glaspey	TBD	St Augustine	FL	32086	~~(352) 904~~ 222-7106 964-3103
Michelle M. Kotewa	Michelle	Kotewa	8237 46th Ave N	St Petersburg	FL	33709	(727) 914-4859
Rhino Eagle Venture Inc	Myoinga	Glaspey	393 N Temple Ave	Starke	FL	32091	(904) 964-3103
Foy Financial Inc	William	Foy	2210 N Monroe St	Tallahassee	FL	32303	(850) 515-2811
Ameerah S. Adejola	Ameerah	Adejola	10141 W Commercial Blvd	Tamarac	FL	33351	(954) 720-8300

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Erika Asad	Erika	Asad	3420 S Dale Mabry Highway	Tampa	FL	33629	(813) 501-0697
Marc J. Timothee	Marc	Timothee	19651 Bruce B Downs Blvd	Tampa	FL	33647	(813) 540-1063
North Shore Tax Inc.	Joanna	Parichkov	1827 E Fowler Ave	Tampa	FL	33612	(813) 445-6494
North Shore Tax Inc.	Joanna	Parichkov	6846 N 50th Street	Tampa	FL	33610	(813) 445-5404
Reliable Tax Service LLC	Karen	Treco	2159 S Tamiami Trail	Venice	FL	34293	(941) 483-3810
Tyne Sunderland LLC	Stephen	Malloy	5522 Gall Blvd	Zephyrhills	FL	33542	(813) 540-1212
LMH Tax Service Inc	Keith	Altobelli	1727 Mars Hill Rd	Acworth	GA	30101	(770) 426-0358
ANJ Investments Inc	Manisha	Jaiswal	2401 Dawson Rd	Albany	GA	31707	(229) 496-1684
Clatwork LLC	George	Leverett	1651 Gordon Highway	Augusta	GA	30906	(706) 814-6851
Clatwork LLC	George	Leverett	3227 Wrightsboro Rd	Augusta	GA	30909	(706) 814-5836
Clatwork LLC	George	Leverett	1651 Gordon Highway	Augusta	GA	30906	(706) 814-6851
Tracy Hyde and William Hyde	Tracy	Hyde	4153 E 1st St	Blue Ridge	GA	30513	(706) 632-2002
Ginger F. Ausban	Ginger	Ausban	1437 Riverstone Pkwy	Canton	GA	30114	(770) 704-0644
Redeemer Tax & Financial LLC	Shahram	Taghavi	130 Prominence Point Parkway	Canton	GA	30114	(720) 829-4000
Tilcam Services Group LLC	Markee	Tate	1004 Bankhead Hwy	Carrollton	GA	30117	(770) 830-9393
Heather D. Shirley	Heather	Shirley	~~920 Joe Frank Harris Pkwy~~ 25 Oak Hill Circle	Cartersville	GA	30120	(770) 334-2291
Tilcam Services			100 N Houston				

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Group LLC	Markee	Tate	Lake Blvd	Centerville	GA	31028	(478) 333-3757
~~Katherine E. Phillips~~	~~Katherine~~	~~Phillips~~	~~915 N 3rd Ave~~	~~Chatsworth~~	~~GA~~	~~30705~~	~~(706) 971-3241~~
J&N Tax LLC	Jeff	Butler	621 Hwy 441 S	Clayton	GA	30525	(706) 782-3784
~~David J. Sanders~~	~~David~~	~~Sanders~~	~~4248 Buena Vista Rd~~	~~Columbus~~	~~GA~~	~~31907~~	~~(762) 524-7585~~
Tax Insanity LLC	Chandrika	Derricho	2195 Pace St	Covington	GA	30014	(~~888~~ 770) ~~407-4005~~ 708-8491
Garrett Atz	Garrett	Atz	30 Tri-County Plaza III	Cumming	GA	30040	(770) 887-5932
Barbara O. Jones	Barbara	Jones	3290 Memorial Drive	Decatur	GA	30032	(678) 632-2255
Garrett Atz	Garrett	Atz	21 Highland Crossing	East Ellijay	GA	30540	(706) 636-5021
Eric Nti-Frempong	Eric	Nti-Frempong	3110 Washington Rd	East Point	GA	30344	(404) 855-3333
CarDow & Associates Inc	Henry	Dowell	4699 Jonesboro Rd	Forest Park	GA	30297	(404) 565-1548
Edward Roberts and Demetrise Roberts	Edward	Roberts	559 Forest Pkwy	Forest Park	GA	30297	(404) 608-1094
~~Tilcam Services-Group LLC~~	~~Markee~~	~~Tate~~	~~982 Battlefield Pkwy~~	~~Fort Oglethorpe~~	~~GA~~	~~30742~~	~~(706) 861-7600~~
Timothy A Strickland	Timothy	Strickland	715 E Franklin St.	Hartwell	GA	30643	(706) 376-1057
Tax Pros of the LowCountry LLC	Alberto	Tapia	552 W Oglethorpe Hwy	Hinesville	GA	31313	(912) 463-4028
James E. Condon	James	Condon	2953 Cobb Pkwy NW	Kennesaw	GA	30152	(770) 792-0840
Tax Lady Hills LLC	Deborah	Hills	1032 Old Peachtree Rd NW	Lawrenceville	GA	30043	(770) 307-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Redding and Jones LLC	Eric	Redding	6746 Covington Highway	Lithonia	GA	30058	(470) 268-3949
~~Sam Roberson~~	~~Sam~~	~~Roberson~~	~~5353 Fairington Rd~~	~~Lithonia~~	~~GA~~	~~30038~~	~~(770) 323-0200~~
BA Tax Advisory Inc.	Milan	Rao	4132 Atlanta Hwy	Loganville	GA	30052	(770) 554-4770
Tilcam Services Group LLC	Markee	Tate	3706 Mercer University Dr	Macon	GA	31204	(478) ~~219-9752~~ 239-3849
M&R Associates LLC	Raja	Masood	2575 Whitehaven Dr	Marietta	GA	30064	(678) 567-9936
M&R Associates LLC*	Raja	Masood	TBD	Marietta	GA	30060	(678) 567-9936
Lynn Burlingame - Smith	Lynn	Burlingame-Smith	1113 W Spring St	Monroe	GA	30655	(770) 207-1829
JSTREET Enterprises LLC	Jennifer	Street	6681 Jonesboro Rd	Morrow	GA	30260	(770) 961-0444
LTS Equity Inc.	Aldwin	Funderburk	1816 A First Avenue Southeast	Moultrie	GA	31768	(229) 217-0501
Brian Neal	Brian	Neal	277 Temple Ave	Newnan	GA	30263	(470) 414-7270
BJG Tax Service Inc.	Bethany	Goodman	3715 Mundy Mill Rd	Oakwood	GA	30566	(678) 989-0888
Tax Pros of the LowCountry LLC	Alberto	Tapia	9701 Ford Ave	Richmond Hill	GA	31324	(912) 445-0166
Tax Heroes LLC	Ralph	Lowther	1745 Nathan Dean Bypass	Rockmart	GA	30153	(770) 450-8164
~~Tilcam Services-Group LLC~~	~~Markee~~	~~Tate~~	~~1105 Turner-McCall Blvd~~	~~Rome~~	~~GA~~	~~30161~~	~~(706) 622-2236~~
Richard Cheong	Richard	Cheong	11141 Abercorn St	Savannah	GA	31419	(912) 920-3456
Supariwala	Aliakbarali	Supariwala	5531 N Henry	Stockbridge	GA	30281	(678) 661-1430

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Financials LLC			Blvd				
Abdelrazak Kassim	Abdelrazak	Kassim	4450 Nelson Brogden Blvd	Sugar Hill	GA	30518	(770) 932-5023
~~Dustin Griffin~~	~~Dustin~~	~~Griffin~~	~~103 W- Franklin St~~	~~Sylvester~~	~~GA~~	~~31791~~	~~(229) 338-7577~~
Rey and Jackie Fulgencio	Rey	Fulgencio	1100 E Jackson St	Thomasville	GA	31792	(229) 236-7890
Tax Prep & Consulting LLC	Milan	Rao	4720 Jonesboro Rd	Union City	GA	30291	(678) 519-5089
~~Tilcam Services- Group LLC~~ ~~Fast Fix Atlanta Inc.*~~	~~MarkeeRo~~ ~~hullah~~	~~TateNowaid~~	~~1124 Watson- Blvd~~ ~~TBD~~	~~Warner- Robins~~ ~~Wind er~~	GA	~~31093~~ ~~30680~~	~~(478) 818-225-6850~~ ~~941-5359~~
Dropp Enterprises LLC	Bradley	Dropp	6244 Old Hwy 5	Woodstock	GA	30188	~~(770) 404-627-5494~~ ~~740-1905~~
Lawrey Francis	Lawrey	Francis	6426 Bells Ferry Rd	Woodstock	GA	30189	(770) 926-3532
A TEAM TAX AND FINANCIAL SVCS INC.	Ron	Gatlin	66-560 Kamehameha Hwy	Haleiwa	HI	96712	(808) 637-2222
Aloha Tax Corp.	Constance	Rojcewicz	72 Kekuanaoa Ave	Hilo	HI	96720	(808) 934-7475
~~Perfect Circle- Incorporated*~~	~~Rhonda~~	~~Hughes~~	~~TBD~~	~~Lihue~~	~~HI~~	~~96716~~	~~(907) 631-1216~~
Hawaii Tax & Wealth Solutions LLC	Claudius	Wiggins	85-880 Farrington Hwy	Waianae	HI	96792	(808) ~~696-0222~~ ~~200-7390~~
A TEAM TAX AND FINANCIAL SVCS INC.	Ron	Gatlin	94-210 Pupukahi St	Waipahu	HI	96797	(808) 671-8222
KCI Stores Inc	Chad	Brown	2125 W Broadway	Council Bluffs	IA	51501	(712) 323-4906

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Nicholas J. Elliott	Nicholas	Elliott	3923 E 14th St	Des Moines	IA	50313	(515) 246-9867
C&M Tax Service LLC	Charles	Wolfe	601 Hollywood Blvd	Iowa City	IA	52240	(319) 248-1964
Nicholas J. Elliott	Nicholas	Elliott	208 E Linn St	Marshalltown	IA	50158	(641) 753-3000
TAXNADO TAX PROS	Gary	Fifer	305 Church St	Ottumwa	IA	52501	(641) 684-4600
Nicholas J. Elliott	Nicholas	Elliott	2812 University Ave	Waterloo	IA	50701	(319) 232-1233
Tax Time Taxes LLC	Kristy	Ruble	6900 University Ave	Windsor Heights	IA	50324	(515) 270-6280
Assurance Tax Services LLC	Amy	Fishell	8065 Fairview Ave	Boise	ID	83704	(208) 906-8860
TM Tax Services LLC**	Tereena	Barnes	959 Overland Avenue	Burley	ID	83318	(208) 878-9999
David and Barbara Myers	David	Myers	411 W Haycraft Ave	Coeur D Alene	ID	83815	(208) 765-6400
TM Tax Services LLC	Tereena	Barnes	~~1206~~ 20 E ~~Idaho-~~ 17th ~~Falls~~ Bullion St. ~~Hailey~~ C-3	~~Idaho-~~ Hailey	ID	~~83404~~ 83333	(208) ~~552-2022~~ 788-9000
TM Tax Services LLC	Tereena	Barnes	273 North Woodruff Ave	Idaho Falls	ID	83401	(208) 419-0732
Assurance Tax Services LLC	Amy	Fishell	1890 E Fairview Ave	Meridian	ID	83642	(208) 433-9110
Cristina Stanciu	Cristina	Stanciu	618 12TH AVE SO	Nampa	ID	83651	(208) 442-9494
Raquel R. Schrick	Raquel	Schrick	1112 Caldwell Blvd	Nampa	ID	83651	(208) 455-1300
TM Tax Services LLC	Tereena	Barnes	1023 Yellowstone Ave	Pocatello	ID	83201	(208) 238-2121
David and Barbara Myers	David	Myers	4082 E Primrose Ln	Post Falls	ID	83854	(208) 773-7400
TM Tax Services			430 Blue Lakes				

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
LLC**	Tereena	Barnes	Blvd N	Twin Falls	ID	83301	(208) 736-4562
Amjad-Ghafoor	Amjad	Ghafoor	1109 E New York St	Aurora	IL	60505	(630) 898-5074
Amjad-Ghafoor SAM Financial Services Inc.	Amjad	Ghafoor Abid	898 N Lake St	Aurora	IL	60506	(630) 966-9636
SAM Financial Services Inc.	Ammad	Abid	1109 E New York St	Aurora	IL	60505	(630) 966-9636
NYM BOOKKEEPING & TAX PREP LLC	Nicole	Miller	1610 W Garfield Ave	Bartonville	IL	61607	(309) 713-1574
Richard Klene	Richard	Klene	651 Carlyle Ave	Belleville	IL	62221	(618) 233-3282
Thompson Financial Services Inc*	Bruce	Thompson	TBD	Belleville	IL	62223	(314) 636-614-6930 724-1555
Saifur-Choudhury	Saifur	Choudhury	6201 W Cermak Rd	Berwyn	IL	60402	(708) 484-9301
WA Group Inc	Edward	Wilkins	636 S Main St	Bourbonnais	IL	60914	(815) 937-5922
GL Financial Services LLC	George	Lertpatanakul	316 West Half Day Road	Buffalo Grove	IL	60089	(224) 399-7358
Thompson Financial Services Inc	Bruce	Thompson	1501 Camp Jackson Rd	Cahokia	IL	62206	(618) 314-332-7280 772-2555
CBM Financial Inc.	Hammad	Mulla	665 River Oaks Drive	Calumet City	IL	60409	(708) 868-1122
A&F Taxes Inc.	Hameeda Wahab	Junagadhwal	3203 3902 W North Ave Avenue	Chicago	IL	60647	(773) 227-9660 645-5256
A&F Taxes Inc.	Hameeda Wahab	Junagadhwal	3902 3203 W North Ave Avenue	Chicago	IL	60647	(773) 645-5256 227-9660
ACAI Services			5622 S Pulaski				(773)

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Inc	Syed	Ekram	Rd	Chicago	IL	60629	~~306-2082~~ <u>284-7800</u>
Affordable Taxes Inc	Zafar	Bhurya	~~432 East 47th St~~ <u>7364 N Greenview</u>	Chicago	IL	~~60653~~ <u>60626</u>	(773) ~~268-4363~~ <u>381-1600</u>
~~Affordable Taxes Inc~~	~~Zafar~~	~~Bhurya~~	~~4700 S Michigan~~	~~Chicago~~	~~IL~~	~~60615~~	~~(773) 506-9960~~
Affordable Taxes Inc	Zafar	Bhurya	5509 N Broadway	Chicago	IL	60640	(773) 506-9960
Affordable Taxes Inc	Zafar	Bhurya	~~7364 N Greenview~~ <u>4700 S Michigan</u>	Chicago	IL	~~60626~~ <u>60615</u>	(773) ~~381-1600~~ <u>506-9960</u>
<u>Affordable Taxes Inc</u>	<u>Zafar</u>	<u>Bhurya</u>	<u>432 East 47th St</u>	<u>Chicago</u>	<u>IL</u>	<u>60653</u>	<u>(773) 268-4363</u>
Baste Financial Services Inc	Kalid	Baste	~~1542~~ <u>4651 W 63rd St</u> <u>79th Street</u>	Chicago	IL	~~60636~~ <u>60652</u>	(773) ~~778-0040~~ <u>581-2500</u>
Baste Financial Services Inc	Kalid	Baste	~~2010 E 87th~~ <u>525 W 119th Street</u>	Chicago	IL	~~60617~~ <u>60628</u>	(773) ~~221-6337~~ <u>375-1040</u>
Baste Financial Services Inc	Kalid	Baste	~~4651 W 79th Street~~ <u>807 E 79th Street</u>	Chicago	IL	~~60652~~ <u>60619</u>	(773) ~~581-2500~~ <u>602-1040</u>
Baste Financial Services Inc	Kalid	Baste	~~525 W 119th Street~~ <u>7116 S Jeffery Blvd</u>	Chicago	IL	~~60628~~ <u>60649</u>	(773) ~~375-1040~~ <u>363-5950</u>
Baste Financial Services Inc	Kalid	Baste	~~6250 S Western Ave~~ <u>2010 E 87th Street</u>	Chicago	IL	~~60636~~ <u>60617</u>	(773) ~~776-1040~~ <u>221-6337</u>
Baste Financial Services Inc	Kalid	Baste	~~6920 Ashland Ave~~ <u>7908 S Halsted St</u>	Chicago	IL	~~60636~~ <u>60620</u>	(773) ~~776-9292~~ <u>488-1040</u>
Baste Financial	Kalid	Baste	~~7116~~ <u>9419 S</u>	Chicago	IL	~~60649~~ <u>606</u>	(773)

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Services Inc			~~Jeffery Blvd~~ <u>Ashland Ave</u>			<u>20</u>	~~363-5950~~ <u>233-8888</u>
Baste Financial Services Inc	Kalid	Baste	~~7904 S Exchange Ave~~ <u>1542 W 63rd St</u>	Chicago	IL	~~60617~~ <u>60636</u>	(773) ~~445-9292~~ <u>778-0040</u>
Baste Financial Services Inc	Kalid	Baste	~~7908 S Halsted St~~ <u>8557 S Cottage Grove</u>	Chicago	IL	~~60620~~ <u>60619</u>	(773) ~~488~~ <u>783</u> -1040
Baste Financial Services Inc	Kalid	Baste	~~807 E 79th Street~~ <u>6250 S Western Ave</u>	Chicago	IL	~~60619~~ <u>60636</u>	(773) ~~602~~ <u>776</u> -1040
Baste Financial Services Inc	Kalid	Baste	~~8557 Cottage Grove Ave~~ <u>6920 S Ashland Ave</u>	Chicago	IL	~~60619~~ <u>60636</u>	(773) ~~783-1040~~ <u>776-9292</u>
Baste Financial Services Inc	Kalid	Baste	~~9419 Ashland Ave~~ <u>7904 S Exchange Ave</u>	Chicago	IL	~~60620~~ <u>60617</u>	(773) ~~233-8888~~ <u>445-9292</u>
~~Bruce Diaz and Mouloud Bourbet~~ <u>D AND B TAX SERVICES INC.</u>	Bruce	Diaz	2623 N Harlem	Chicago	IL	60707	(773) 920-7766
~~Bruce Diaz and Mouloud Bourbet~~ <u>D AND B TAX SERVICES INC.</u>	Bruce	Diaz	6500 W Irving Park Rd	Chicago	IL	60634	(773) 920-7766
Derrick Smith	Derrick	Smith	9204 S Commercial Ave	Chicago	IL	60617	(312) 602-2786
Itax Solutions Inc.	Muhammad	Mirza	4941 N Milwaukee Ave	Chicago	IL	60630	(773) 202-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Mustafa Usman	Mustafa	Usman	5948 W North Ave	Chicago	IL	60639	(773) 385-9292
~~People's Tax and Accounting Inc~~	~~Ebrahim~~	~~Ayub~~	~~3208 W Lawrence Ave~~	~~Chicago~~	~~IL~~	~~60625~~	~~(773) 280-8700~~
People's Tax and Accounting Inc	Ebrahim	Ayub	4407 N Broadway	Chicago	IL	60640	(773) 506-9711
People's Tax and Accounting Inc	Ebrahim	Ayub	702 W 31st St	Chicago	IL	60616	(773) 622-9292
People's Tax and Accounting Inc	Ebrahim	Ayub	3208 W Lawrence Ave	Chicago	IL	60625	(773) 280-8700
Salem Financial Consultant INC.	Mahdi	Salem	7600 S Pulaski	Chicago	IL	60652	(773) 585-4300
Vanguard Tax & Accounting Inc.*	Ahmed	Cheema	TBD	Chicago	IL	60618	(847) 318-3222
JFJJ Income Tax Service LLC	John	Russell	176 Halsted Street	Chicago Heights	IL	60411	(708) 856-8221
~~Thompson Financial Services Inc~~ ~~Centasational Strategies LLC~~	~~Bruce Tanya~~	~~Thompson Rice~~	~~1489 E Eldorado St~~ ~~5711 W Cermak~~	~~Decatur Cicero~~	IL	~~62521~~ ~~60804~~	~~(217) 464-422-4000~~ ~~300-2234~~
Thompson Financial Services Inc	Bruce	Thompson	153 E Pershing Rd	Decatur	IL	62526	(217) 872-6000
Thompson Financial Services Inc	Bruce	Thompson	1489 E Eldorado St	Decatur	IL	62521	(217) 422-4000
NYM BOOKKEEPING & TAX PREP LLC	Nicole	Miller	238 W Camp St	East Peoria	IL	61611	(309) 966-4298
Thompson Financial Services Inc	Bruce	Thompson	2204 State St	East Saint Louis	IL	62205	(618) 271-1040
~~Shama Tax~~	~~Salman~~	~~Awan~~	~~224 S Randall~~	~~Elgin~~	~~IL~~	~~60123~~	~~(847) 289-9100~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Services Inc.~~			~~Rd~~				
NYM BOOKKEEPING & TAX PREP LLC	Nicole	Miller	105 W Main St	Elmwood	IL	61529	(309) 742-6989
WA Group Inc	Edward	Wilkins	20500 South LaGrange Road	Frankfort	IL	60423	(815) 862-2099
A&F Taxes Inc.	Hameeda Wahab	Junagadhwa	9647 Grand Ave	Franklin Park	IL	60131	(847) 455-1040
Judy Van Unnik	Judy	Van Unnik	1640 N Henderson St	Galesburg	IL	61401	(309) 342-1040
Sixpac Inc.	Mark	Wajswol	~~7500 W Grand Ave~~ 5101 Washington Street	Gurnee	IL	60031	(847) 356-5000
Illinois Tax Group Inc.	Raheel	Baig	224 S Larkin Ave	Joliet	IL	60436	(815) 729-3900
Shama Tax Services Inc.	Salman	Awan	166 N Randall Rd	Lake in the Hills	IL	60156	(847) 458-0800
Faizan S Ahmed	Faizan	Ahmed	1041 E 9th St	Lockport	IL	60441	(815) 524-2058
Maureen Zars	Maureen	Zars	303 S Main St	Lombard	IL	60148	(630) 889-1040
~~Carrie Bareis and John B. Bareis~~ Tax Team	Carrie	Bareis	1140 E Jackson St	Macomb	IL	61455	(309) 833-3330
Cryptex Inc.	Muhammad	Khokhar	901 S 5th Ave	Maywood	IL	60153	(708) 345-1060
~~Bruce Diaz and Mouloud Bourbet~~ D AND B TAX SERVICES INC.	Bruce	Diaz	1910 W Lake St	Melrose Park	IL	60160	(773) 920-7766
WA Group Inc	Edward	Wilkins	15825 Central Ave	Oak Forest	IL	60452	(708) 406-5800
WA Group Inc	Edward	Wilkins	4732 W 103rd St	Oak Lawn	IL	60453	(708) 636-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
ZT Financial Services Inc.	Zubair	Tariq	1134 Douglas Rd	Oswego	IL	60543	(630) 892-2335
~~Carrie Bareis and John B. Bareis~~	~~Carrie~~	~~Bareis~~	~~967 W Washington~~	~~Pittsfield~~	~~IL~~	~~62363~~	~~(217) 285-2010~~
NYM BOOKKEEPING & TAX PREP LLC	Nicole	Miller	~~709 N Main~~ 1113 Court St	~~Princeton~~ <u>Pekin</u>	IL	~~61356~~ <u>61554</u>	~~(815) 309~~ <u>915-2084326-0171</u>
~~Carrie Bareis and John B. Bareis~~ <u>Tax Team</u>	Carrie	Bareis	~~2310 Broadway St~~ <u>967 W Washington</u>	~~Quincy~~ <u>Pittsfield</u>	IL	~~62301~~ <u>62363</u>	~~(217) 224-4880~~ <u>285-2010</u>
~~Carrie Bareis and John B. Bareis~~ <u>Tax Team</u>	Carrie	Bareis	~~307 N 36th~~ <u>2310 Broadway St</u>	Quincy	IL	62301	(217) 224-2300
JFJJ Income Tax Service LLC	John	Russell	4020 Sauk Trail	Richton Park	IL	60471	(708) 481-4858
~~People's Vanguard~~ <u>Tax and Accounting Inc.</u>	~~Ebrahim~~ <u>Ahmed</u>	~~Ayub~~ <u>Cheema</u>	3547 Dempster ST	Skokie	IL	60076	(847) 318-3222
<u>Shama Tax Services Inc.</u>	<u>Salman</u>	<u>Awan</u>	<u>332 Randall Rd</u>	<u>South Elgin</u>	<u>IL</u>	<u>60177</u>	<u>(847) 289-9100</u>
WA Group Inc	Edward	Wilkins	500 E 162nd St	South Holland	IL	60473	(708) 328-6602
~~WA Group Inc~~	~~Edward~~	~~Wilkins~~	~~1510 W Wabash~~	~~Springfield~~	~~IL~~	~~62704~~	~~(217) 296-3248~~
~~WA Group Inc~~	~~Edward~~	~~Wilkins~~	~~1702 Sangamon Ave~~	~~Springfield~~	~~IL~~	~~62702~~	~~(217) 294-6460~~
Michael Moore	Michael	Moore	3400 Union Ave A	Steger	IL	60475	(708) 748-8050
Richard Hanviriyapunt	Richard	Hanviriyapunt	6134 S Harlem Ave	Summit Argo	IL	60501	(708) 546-0950

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Maureen Zars	Maureen	Zars	110 E St Charles Rd	Villa Park	IL	60181	(630) 516-9950
Fred Huffman and Jeffrey Woodlee	Fred	Huffman	3850 S Emerson Ave	Beech Grove	IN	46203	(317) 870-3702
John Burton	John	Burton	5015 W State Road 46	Bloomington	IN	47404	(812) 333-0801
Prickett Enterprises Inc.	Michael	Prickett	2110 Central Ave	Columbus	IN	47201	(812) 376-9497
Marchizza Tax LLC	Felicia	Bowden	3008 Covert Ave	Evansville	IN	47714	(812) 474-0593
Marchizza Tax LLC	Felicia	Bowden	2006 E Morgan Ave	Evansville	IN	47711	(812) 437-2411
~~Marchizza Tax LLC~~	~~Felicia~~	~~Bowden~~	~~3008 Covert Ave~~	~~Evansville~~	~~IN~~	~~47714~~	~~(812) 474-0593~~
Marchizza Tax LLC	Felicia	Bowden	4120 N First Ave	Evansville	IN	47710	(812) 402-7442
16th Amendment Services LLC	Kevin	Babb	4207 Lake Ave	Fort Wayne	IN	46815	(260) 345-1040
DAM Taxes Inc	Dori Dolores	Miller	4326 Maplecrest Rd	Fort Wayne	IN	46815	(260) 485-1040
Steven Clements LLC	Steven	Clements	930 N Morton St	Franklin	IN	46131	~~(317) 463~~ ~~346-7444~~ 403-1040
Carol Evans and Don Evans	Carol	Evans	3100 Meridian Park	Greenwood	IN	46142	(317) 889-5900
Hammond Financial Inc	Ghufran	Ahmed	6414 Calumet Ave	Hammond	IN	46324	(219) 931-8777
Mitchell Rosen Tax Service LLC	Joseph	Rosen	1679 E 37th Ave	Hobart	IN	46342	(219) 945-1040
~~B&B Business-Group LLC~~	~~Michael~~	~~Budka~~	~~9210 Rockville Rd~~	~~Indianapolis~~	~~IN~~	~~46234~~	~~(317) 272-9829~~
E & R Gagen LLC	Ed	Gagen	8807 E 38th St	Indianapolis	IN	46226	(317) 898-6788
~~Kazem-~~			~~5945-~~	~~Indianapolis~~			

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Tabatabai~~	~~Kazem~~	~~Tabatabai~~	~~Crawfordsville Rd~~	~~IN~~	~~IN~~	~~46224~~	~~(317) 248-2594~~
Kazem Tabatabai	Kazem	Tabatabai	8330 N Michigan Rd	Indianapolis	IN	46268	(317) 228-9708
Kazem Tabatabai	Kazem	Tabatabai	5945 Crawfordsville Rd	Indianapolis	IN	46224	(317) 248-2594
Lloyd Manning Jr	Lloyd	Manning Jr	2702 West 71st Street	Indianapolis	IN	46268	(317) 291-3334
~~Kazem-Tabatabai*~~	~~Kazem~~	~~Tabatabai~~	~~TBD~~	~~Indianapolis~~	~~IN~~	~~46254~~	~~(317) 956-9917~~
Linda D. Goepper	Linda	Goepper	591 W Eads Pkwy	Lawrenceburg	IN	47025	(812) 537-1044
Roy and Mary Couch	Roy	Couch	2904 W White River Blvd	Muncie	IN	47304	(765) 587-4079
~~Charles Spencer~~	~~Charles~~	~~Spencer~~	~~319 S 14th St~~	~~New Castle~~	~~IN~~	~~47362~~	~~(765) 388-4240~~
Prickett Enterprises Inc.	Michael	Prickett	1623 E Main St	Plainfield	IN	46168	(317) 837-9829
Mitchell Rosen Tax Service LLC	Joseph	Rosen	2686 Willowcreek Rd	Portage	IN	46368	(219) 764-3130
Marchizza Tax LLC	Felicia	Bowden	230 W Broadway St	Princeton	IN	47670	(812) 635-9158
Eric J. Bowman	Eric	Bowman	18 N 16th St	Richmond	IN	47374	(765) 935-5500
Timothy Boyle	Timothy	Boyle	226 W Lincoln Highway	Schererville	IN	46375	(219) 288-4828
Prickett Enterprises Inc.	Michael	Prickett	28 Public Sq	Shelbyville	IN	46176	(317) 392-3829
Ashleigh D. Windle	Ashleigh	Windle	6419 State Ave	Kansas City	KS	66102	(913) 788-3333
~~Thomas-Henggeler Enterprises LLC~~	~~Thomas~~	~~Henggeler~~	~~1711 Minnesota Ave~~	~~Kansas City~~	~~KS~~	~~66102~~	~~(913) 257-3703~~
Thomas							

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Henggeler Enterprises LLC	Thomas	Henggeler	3710 State Ave	Kansas City	KS	66102	(913) 730-7772
Sheena Retnam Simon	Sheena Retnam	Simon	1005 W Amity St	Louisburg	KS	66053	(913) 937-8555
~~KC Tax Services- LLC~~ Sheena Retnam Simon	~~Zabbar~~ Sheena Retnam	~~Pirani~~ Simon	~~1990 E Santa Fe~~ 6518 Martway St	~~Olathe~~ Missouri	KS	~~66062~~ 6602	(913) ~~390-1040~~ 937-8552
Sheena Retnam Simon	Sheena Retnam	Simon	508 Baptiste Dr	Paola	KS	66071	(913) 937-8551
Sheena Retnam Simon	Sheena Retnam	Simon	6427 Quivira Rd	Shawnee Mission	KS	66216	(913) 631-4366
~~BMH Enterprises LLC~~	~~Bret~~	~~Hardee~~	~~1006 W Pawnee~~	~~Wichita~~	~~KS~~	~~67213~~	~~(316) 854-3201~~
BMH Enterprises LLC	Bret	Hardee	1111 S Rock Rd	Wichita	KS	67207	(316) 612-4997
BMH Enterprises LLC	Bret	Hardee	1006 W Pawnee	Wichita	KS	67213	(316) 854-3201
Don Chippeaux	Don	Chippeaux	7340 W Central	Wichita	KS	67212	(316) 722-5507
Financial Change Solutions LLC	Jolanda	Hamilton	902 N West St.	Wichita	KS	67203	(316) 219-4829
~~BMH Enterprises LLC*~~	~~Bret~~	~~Hardee~~	~~TBD~~	~~Wichita~~	~~KS~~	~~67216~~	~~(806) 441-4497~~
Mary L. Sparks	Mary	Sparks	1205 Montgomery Ave	Ashland	KY	41101	(606) 329-0826
Mary Taylor	Mary	Taylor	800 East John Rowan Blvd	Bardstown	KY	40004	(502) 348-1951
Pinto & Associates LLC	Gina	Williams	809 Madison Ave	Covington	KY	41011	(513) 910-3398
Campbell Collective Ventures LLC	~~Dawna~~ Chase	~~Hagan~~ Henders	15 Broadway St	Dry Ridge	KY	41035	(859) 824-0003
Mary Taylor	Mary	Taylor	1308 N Dixie	Elizabethtown	KY	42701	(270) 360-1768

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Hwy	n			
Pinto & Associates LLC	Gina	Williams	7724 US 42	Florence	KY	41042	(859) 746-8299
Chrystal Gayle LLC	Chrystal	Wolfenbarker	1629 Ashland Rd	Greenup	KY	41144	(606) 473-6755
Peterson Tax Service LLC	David	Peterson	1004 Bypass S	Lawrenceburg	KY	40342	(502) 859-0303
Peterson Tax Service LLC	David	Peterson	135 East New Circle Road	Lexington	KY	40505	(859) 299-0038
~~Linh T. Hoang~~	~~Linh~~	~~Hoang~~	~~2001 Hikes Ln~~	~~Louisville~~	~~KY~~	~~40218~~	~~(502) 897-1440~~
Linh T. Hoang	Linh	Hoang	4729 Dixie Hwy	Louisville	KY	40216	(502) 897-1440
~~MDK Tax-LLC~~ Linh T. Hoang	~~Debra~~ Linh	~~Walker~~ Hoang	~~2520 Portland Ave~~ 2001 Hikes Ln	Louisville	KY	40218	(502) ~~749-0949~~ 897-1440
MDK Tax LLC Limited Liability Company	Debra	Walker	9050 Dixie Hwy	Louisville	KY	40258	(502) 447-5128
Tommy Smith	Tommy	Smith	2118 Cumberland Ave	Middlesboro	KY	40965	(606) 246-1040
Peterson Tax Service LLC	David	Peterson	116 Blueberry Ln	Nicholasville	KY	40356	(859) 887-1947
ADT Tax and Accounting Inc	Jami	Walling	180 Town Mountain Rd	Pikeville	KY	41501	(606) 432-7440
~~Andrew R. Smith~~	~~Andrew~~	~~Smith~~	~~3326 Monroe St~~	~~Alexandria~~	~~LA~~	~~71301~~	~~(318) 767-1130~~
~~Chantell R. Tejeda and Gernarda Bailey~~	~~Chantell~~	~~Tejeda~~	~~5958 Airline Hwy~~	~~Baton Rouge~~	~~LA~~	~~70805~~	~~(504) 618-3886~~
Smart Taxes LLC	Brandy	Armstrong	1835 Old Minden Rd	Bossier City	LA	71111	(318) 752-5811
Philip Jeanfreau*	Philip	Jeanfreau	TBD	Hammond	LA	70401	(985) 900-4220

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~CJ Accounting- Inc~~	~~Cheryl~~	~~Nichols~~	~~251 Enterprise Dr~~	~~Houma~~	~~LA~~	~~70360~~	~~(985) 853-0600~~
~~Dylan Gerard~~	~~Dylan~~	~~Gerard~~	~~4702 Johnston St~~	~~Lafayette~~	~~LA~~	~~70503~~	~~(337) 281-3684~~
Hesham Mohd	Hesham	Mohd	608 Surrey St	Lafayette	LA	70501	(337) 261-1111
Sean Galvin	Sean	Galvin	2201 11th St	Mandeville	LA	70471	(985) 674-4346
Chantell R Tejeda and Gernarda Bailey	Chantell	Tejeda	6824 Veterans Memorial Blvd	Metairie	LA	70003	(504) ~~456-7026~~ 618-3886
Jane Sneed	Jane	Sneed	201 EAST UNION	Minden	LA	71055	(318) 299-3808
Andrew R. Smith	Andrew	Smith	111 South Dr	Natchitoches	LA	71457	(318) 238-5544
~~Quinetta Lair Financial Services LLC~~	~~QuinettaZamilh~~	~~Laird~~	803 N Broad St	New Orleans	LA	70119	(504) 266-2428
~~Smart Taxes LLC~~	~~Brandy~~	~~Armstrong~~	~~3912 Youree Dr~~	~~Shreveport~~	~~LA~~	~~71105~~	~~(318) 861-0992~~
Smart Taxes LLC	Brandy	Armstrong	4755 Linwood Ave	Shreveport	LA	71108	(318) 865-5446
~~CJ Accounting- Inc Smart Taxes LLC~~	~~CherylBrandy~~	~~NicholsArmstrong~~	~~1597 GAUSE BLVD 3912 Youree Dr~~	~~SlidellShreveport~~	LA	~~70458~~ 71105	~~(985318) 847-1949~~ 861-0992
Digipro Engineering Inc.	Ralph	Guisti	362 College St	Amherst	MA	01002	(413) 570-3585
Trident Financial Services LLC	William	Rhines	462 Main St	Athol	MA	01331	(978) 248-8829
Madlin Enterprises LLC	Lori	Bedrosian	8 S Main St	Attleboro	MA	02703	(508) 226-1309
~~Southbridge Tax LLC~~	~~William~~	~~Rhines IV~~	~~325 Southbridge St~~	~~Auburn~~	~~MA~~	~~01501~~	~~(508) 722-3140~~
Taxmatters Inc.	Katelyn	Browning	850 Southbridge St	Auburn	MA	01501	(508) 721-0030

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Kevin Cooper	Kevin	Cooper	21 Stoughton St	Boston	MA	02125	(857) 220-8888
~~Key Business Services Inc.~~	~~Linda~~	~~Poebler~~	~~653 Warren St~~	~~Boston~~	~~MA~~	~~02121~~	~~(617) 427-4829~~
Samuel M. Trotman Jr.	Samuel	Trotman	536 Dorchester Ave	Boston	MA	02127	(617) 269-1099
Julius Quaye**	Julius	Quaye	317 Washington St	Brighton	MA	02135	(617) 787-1170
Julius Quaye	Julius	Quaye	7 Westgate Dr	Brockton	MA	02301	(508) 580-9900
Julius Quaye	Julius	Quaye	728 Crescent St	Brockton	MA	02302	(774) 296-8240
Whittier Advisory Group Inc	Nancy	Howard	83 Parkhurst Rd	Chelmsford	MA	01824	(978) 452-0700
~~Deniliva Inc.~~	~~Steven~~	~~Kowalski~~	~~17 Broadway St~~	~~Chicopee~~	~~MA~~	~~01020~~	~~(413) 331-3175~~
Deniliva Inc.	Steven	Kowalski	732 Chicopee St	Chicopee	MA	01013	(413) 315-6575
<u>Deniliva Inc.</u>	<u>Steven</u>	<u>Kowalski</u>	<u>17 Broadway St</u>	<u>Chicopee</u>	<u>MA</u>	<u>01020</u>	<u>(413) 331-3175</u>
~~Trident Financial Services~~ <u>Rhines Brothers LLC</u>	William	Rhines	134 High Street	Clinton	MA	01510	(774) 371-1400
3G Tax Corp	Jeneen	Giannandrea	553 High Street	Dedham	MA	02026	(781) 320-0040
Saqib Tasneem	Saqib	Tasneem	53 Union St	Easthampton	MA	01027	(413) 203-2455
Diane Lopes-Ferreira	Diane	Lopes	818 Pleasant St	Fall River	MA	02723	(508) 679-6922
Rhines Financial LLC	William H.	Rhines	30 John Fitch Hwy	Fitchburg	MA	01420	(978) 342-2997
Trident Financial Services LLC	William	Rhines	~~19 School Street~~ <u>801 Water St</u>	Framingham	MA	01701	(774) 371-1120
Jain Inc.	Prabhakar	Jain	29 Union Square	Gardner	MA	01440	(978) 632-4829
Poet Seat Associates LLC	Todd	Cromack	108 Federal Street	Greenfield	MA	01301	(413) 772-0202

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Miguel Lora	Miguel	Lora	101 S Main St	Haverhill	MA	01835	(978) 372-2383
Trident Financial Services LLC	William	Rhines	697 Main St 2	Holden	MA	01520	(774) 544-1065
Deniliva Inc.	Steven	Kowalski	344 High St	Holyoke	MA	01040	(413) 540-0100
Samuel M. Trotman Jr.	Samuel	Trotman	1280 Hyde Park Ave	Hyde Park	MA	02136	(617) 364-1099
~~Bold Realty Investments LLC~~	~~Luisa~~	~~Osorio-Sanchez~~	~~138 Broadway~~	~~Lawrence~~	~~MA~~	~~01841~~	~~(978) 258-4350~~
~~George Handy~~	~~George~~	~~Handy~~	~~15 Sack Blvd~~	~~Leominster~~	~~MA~~	~~01453~~	~~(978) 466-1366~~
Bold Realty Investments LLC	Luisa	Osorio-Sanchez	408 Bridge St	Lowell	MA	01850	(978) 455-9604
Diane Maria Dos Reis	Diane Maria	Dos Reis	61 East St	Ludlow	MA	01056	(413) 610-1278
~~Key Business Services Inc.~~	~~Linda~~	~~Poehler~~	~~16 Irving St~~	~~Malden~~	~~MA~~	~~02148~~	~~(781) 399-4804~~
Trident Financial Services LLC	William	Rhines	282 E Main St	Marlborough	MA	01752	(508) 757-1040
~~Cynthia C S Ward Financial Services LLC~~	Cynthia	Ward	530 River St	Mattapan	MA	02126	(617) 696-1099
Madlin Enterprises LLC	Lori	Bedrosian	178 E Main St	Milford	MA	01757	(508) 473-1414
~~Southbridge Tax LLC~~	~~William~~	~~Rhines IV~~	~~73 Canal Street~~	~~Millbury~~	~~MA~~	~~01527~~	~~(508) 722-3140~~
Clipper Ship Ventures LLC	Paul	Games	5 Water St	Newburyport	MA	01950	(978) 358-1040
Saqib Tasneem	Saqib	Tasneem	137B Damon Rd.	Northampton	MA	01060	(413) ~~203-2455~~ 614-1049
Carlos E. Farias	Carlos	Farias	36F Walnut St	Peabody	MA	01960	(978) 531-0200
Tristan Ulysse Sr.*	Tristan	Ulysse	~~TBD~~ 91 Carver Rd D3	Plymouth	MA	02360	~~(617) 508~~ 820-9960927-402

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
							0
Key Business Services Inc.	Linda	Poehler	7 Traders Way	Salem	MA	01970	(978) 594-1775
Trident Financial Services LLC	William	Rhines	689 Main St	Shrewsbury	MA	01545	(508) 831-1110
Southbridge Tax LLC	William	Rhines IV	331 Main St	Southbridge	MA	01550	(508) 765-1120
Trident Financial Services LLC	William	Rhines	158 Main St	Spencer	MA	01562	(774) 561-1065
~~Deniliva Inc.~~	~~Steven~~	~~Kowalski~~	~~1179 State St~~	~~Springfield~~	~~MA~~	~~01109~~	~~(413) 301-5821~~
Deniliva Inc.	Steven	Kowalski	481 Belmont Ave	Springfield	MA	01108	(413) 734-4100
Deniliva Inc.	Steven	Kowalski	977 Boston Rd	Springfield	MA	01119	(413) 304-2214
Deniliva Inc.	Steven	Kowalski	1179 State St	Springfield	MA	01109	(413) 301-5821
Teddy Arthur-Kwallah	Teddy	Arthur-Kwallah	466 Main St	Stoneham	MA	02180	(781) 438-4545
Madlin Enterprises LLC	Lori	Bedrosian	289 Winthrop St	Taunton	MA	02780	(508) 822-4343
Rhines Brothers LLC.	William	Rhines	281 Main St	Webster	MA	01570	(508) 943-8290
Chestnut Tax Group LLC	Ray	Maagero	900 Riverdale St	West Springfield	MA	01089	(413) 739-8299
Chestnut Tax Group LLC	Ray	Maagero	34 Main St	Westfield	MA	01085	(413) 562-8299
~~Gracia-Gracia-Gracia~~ All In One Corporation	Lensay	Gracia	84 Pond St	Weymouth	MA	02190	(781) 812-1749
Southbridge Tax LLC	William	Rhines IV	168 Church St	Whitinsville	MA	01588	(508) 266-0926
~~Lincoln Tax~~ Rhines Brothers LLC.	William	Rhines	534 Lincoln St	Worcester	MA	01605	(508) 852-6777

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Rhines Financial LLC	William H.	Rhines	1280 Main St	Worcester	MA	01603	(508) 799-6031
Rhino Tax LLC	William	Rhines	290 Grafton St	Worcester	MA	01604	(508) 755-4012
RRR Tax LLC	William	Rhines	691 Grafton St	Worcester	MA	01604	(508) 797-1040
Trident Financial Services LLC	William	Rhines	270 Grove ST	Worcester	MA	01605	(508) 492-3900
Midas Touch Inc.	Connie	Moore	8620 Belair Rd	Baltimore	MD	21236	(410) 256-8312
Paulinus I. Akosa	Paulinus	Akosa	771 Washington Blvd	Baltimore	MD	21230	(443) 546-4881
Emmanuel Adewale	Emmanuel	Adewale	11113 Baltimore Ave	Beltsville	MD	20705	(240) 389-3203
Paulinus I. Akosa	Paulinus	Akosa	5618 Ritchie Hwy	Brooklyn	MD	21225	(410) 609-2595
Oakshaw LLC	Dustin	Martz	55 Henderson Ave	Cumberland	MD	21502	(301) 722-2266
Richard Biven	Richard	Biven	6 Denton Plaza	Denton	MD	21629	(~~410~~ 302) ~~660-2373~~ 515-5241
Paulinus I. Akosa	Paulinus	Akosa	1420 Merritt Blvd	Dundalk	MD	21222	(410) 282-5829
Richard Biven	Richard	Biven	423 E Dover St	Easton	MD	21601	(410) ~~660-2373~~ 822-8808
Paulinus I. Akosa	Paulinus	Akosa	1812 Pulaski Hwy	Edgewood	MD	21040	(410) 612-9200
Paulinus I. Akosa	Paulinus	Akosa	8659 Baltimore Nal Pike	Ellicott City	MD	21043	(410) 203-2500
James R. Grant	James	Grant	1202 E Patrick	Frederick	MD	21701	(301) 815-5400
James R. Grant	James	Grant	5826 Ballenger Creek Pike	Frederick	MD	21703	(301) 662-1583
KP & Sons LLC	Prabin	Shrestha	263 Muddy Branch Rd	Gaithersburg	MD	20878	(301) 216-0200
Elite Tax Services			122 North				

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
LLC	Tara	May	Burhans Blvd	Hagerstown	MD	21740	(301) 733-6990
Elite Tax Services LLC*	Tara	May	TBD	Hagerstown	MD	21742	(301) 733-6990
Scott Burke	Scott	Burke	1073 Maryland Ave	Hagerstown	MD	21740	(301) 582-2528
~~Elite Tax Services LLC*~~	~~Tara~~	~~May~~	~~TBD~~	~~Hagerstown~~	~~MD~~	~~21742~~	~~(304) 279-8944~~
~~Paulinus I. Akosa~~	~~Paulinus~~	~~Akosa~~	~~8610- Washington Blvd~~	~~Jessup~~	~~MD~~	~~20794~~	~~(443) 546-4881~~
MSM Enterprises Inc	Maryann	Colati	717 S Salisbury Blvd	Salisbury	MD	21801	(410) 742-6200
~~QBJ Tax Preparation Services LLC*~~	~~Quentin~~	~~Jones~~	~~TBD~~	~~Suitland~~	~~MD~~	~~20746~~	~~(410) 236-4131~~
Christopher York	Christopher	York	272 Main St	Lewiston	ME	04240	(207) ~~631-3546~~ 241-8002
Danielle Kurkules	Danielle	Kurkules	9886 Belleville Rd	Belleville	MI	48111	(734) 325-7011
Justin Y. Yono*	Justin	Yono	TBD	Canton	MI	48188	(248) 931-3100
Donna Jemison	Donna	Jemison	25435 Van Dyke Center Line	Center Line	MI	48015	(586) 497-9800
Redmond & Associates LLC	Denita	Redmond	46436 Gratiot Ave	Chesterfield	MI	48051	(586) 948-4829
Tiffany T. Brady	Tiffany	Brady	425 W Vienna St	Clio	MI	48420	(810) 687-4335
MNS SERVIC CORP.	Mohammed	Chandoo	23936 Michigan Ave	Dearborn	MI	48124	(313) 278-1040
Nicola Nunu	Nicola	Nunu	14329 W Warren Ave	Dearborn	MI	48126	(313) 945-0200
Fouzia Shakoor	Fouzia	Shakoor	21645 W 8 Mile	Detroit	MI	48219	(313) 255-3829

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Rd				
Garypeter Site Number One Inc	Gary	Winston Sr.	16817 Livernois Ave	Detroit	MI	48221	(313) 340-0000
Goliath Accounting Inc.	Jacqueline	Watson	20152 Plymouth Rd	Detroit	MI	48228	(313) 835-1040
LJ's Tax Service LLC	Latisha	Martin	7721 E 7 Mile Rd	Detroit	MI	48234	(313) 368-5666
~~Moe Investments L.L.C.~~	~~Joseph~~	~~Cottone~~	~~12920 Gratiot Ave~~	~~Detroit~~	~~MI~~	~~48205~~	~~(313) 371-1040~~
Redmond & Associates LLC	Denita	Redmond	16449 Harper Ave	Detroit	MI	48224	(313) 640-1040
~~Redmond & Associates LLC~~ <u>Sez Tax Inc.</u>	~~Denita~~ <u>Zaman</u>	~~Redmond~~ <u>Feroz</u>	~~9324 Woodward Ave~~ <u>20101 Seven Mile Rd</u>	Detroit	MI	~~48202~~ <u>48219</u>	(313) ~~974~~ <u>543</u> -1040
Sez Tax Inc.	Zaman	Feroz	16710 Grand River Ave	Detroit	MI	48227	(313) 273-1040
~~Sez Tax Inc.~~ <u>Tenth Group Holding Company of Michigan LLC</u>	~~Zaman~~ <u>Mikal</u>	~~Feroz~~ <u>Crawford</u>	~~20101 Seven Mile Rd~~ <u>12920 Gratiot Ave</u>	Detroit	MI	~~48219~~ <u>48205</u>	(313) ~~543~~ <u>371</u> -1040
<u>Squires Professional Services LLC</u>	<u>Sean</u>	<u>Squires</u>	<u>863 N. Pine Rd.</u>	<u>Essexville</u>	<u>MI</u>	<u>48732</u>	<u>(989) 558-1040</u>
Patricia Martinez and Peter Galda	Patricia	Martinez	~~31628~~ <u>31148</u> Grand River Ave	Farmington	MI	48336	(248) 474-1099
Winston Estes Financial LLC	Gary	Winston <u>Sr</u>	258 W 9 Mile Rd	Ferndale	MI	48220	(248) 336-8383
~~Shahbaz Hussain~~ <u>US Accounting Services Corp.</u>	Shahbaz	Hussain	26654 Telegraph Rd	Flat Rock	MI	48134	(734) 955-1040
ATB Tax Service	Angela	Byrd	3046 W Pierson	Flint	MI	48504	(810) 230-1052

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
LLC			Rd				
~~Carl L. Taylor~~	~~Carl~~	~~Taylor~~	~~1350 W Bristol Rd~~	~~Flint~~	~~MI~~	~~48507~~	~~(810) 768-3612~~
MELI Services Inc	Yahya	Rafiee	3218 S Dort Hwy	Flint	MI	48507	(810) 744-1040
~~Kokopelli+~~ ~~Inc.~~ ~~Squires Professional Services LLC~~	~~James~~ ~~Sean~~	~~Reeves~~ ~~Squires~~	~~4128 24th Ave~~ ~~1350 W Bristol Rd~~	~~Fort~~ ~~Gratiot~~ ~~Flint~~	MI	~~48059~~ ~~48507~~	(810) ~~385-3800~~ ~~768-3612~~
Hampton Ventures Incorporated	Susan	Hampton	29540 Ford Rd	Garden City	MI	48135	(734) 425-4620
GR Tax LLC	Devon	Cooper	1621 Leonard St NE	Grand Rapids	MI	49505	(616) 458-1040
John Sabin	John	Sabin	~~124~~ ~~703 S Lafayette St~~ ~~Greenville Dr~~	Greenville	MI	48838	(616) 754-3706
~~Redmond & Associates LLC~~	~~Denita~~	~~Redmond~~	~~19294 Kelly Rd~~	~~Harper Woods~~	~~MI~~	~~48225~~	~~(313) 245-1040~~
Sallis & Moore LLC	Mikal	Crawford	1605 E 8 Mile Rd	Hazel Park	MI	48030	(248) 582-1040
ACE Advanced Services LLC	Jamie	Bieske	1194 N West Ave	Jackson	MI	49202	(517) 788-6666
Cardinal Constructs Inc.	Charles	Miller	4026 S Westnedge Ave	Kalamazoo	MI	49008	(269) 345-1038
Joseph Hines and Robin Hines	Robin	Hines	187 N Park Blvd	Lake Orion	MI	48362	(248) 814-0377
Tami Varricchio	Tami	Varricchio	401 N Clippert Street	Lansing	MI	48912	(517) 324-7040
~~Squires Professional Services LLC~~	~~Sean~~	~~Squires~~	~~814 S Main St~~	~~Lapeer~~	~~MI~~	~~48446~~	~~(810) 969-4202~~
MI030 LLC	Daniel	Roman	3460 Dix Hwy	Lincoln Park	MI	48146	(313) 381-1776
Hampton Ventures	Susan	Hampton	32013 Plymouth	Livonia	MI	48150	(734) 523-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Incorporated			Rd				
Squires Professional Services LLC	Sean	Squires	297 E Ohmer Rd	Mayville	MI	48744	(989) 364-2217
Isannah Henkes	Isannah	Henkes	421 S Saginaw Rd	Midland	MI	48640	(989) ~~486-8159~~ 773-2233
Michael Keck	Mike	Keck	604 N Telegraph Rd	Monroe	MI	48162	(734) 243-9200
Isannah Henkes	Isannah	Henkes	2005 S Mission St	Mount Pleasant	MI	48858	(989) 773-2233
Redmond & Associates LLC	Denita	Redmond	~~13740 W 9-Mile Rd~~ 22125 Coolidge Hwy	Oak Park	MI	48237	(248) 778-2937
Kokopelli-I Inc.	James	Reeves	1420 24th Street	Port Huron	MI	48060	(810) 984-1776
Goliath Accounting Inc.	Jacqueline	Watson	26161 Six Mile Rd	Redford	MI	48240	(313) 387-7411
Rami Akl	Rami	Akl	24034 Joy Rd	Redford	MI	48239	(313) 537-1040
SD Ventures LLC	Donald	McGlone	26211 Gratiot Ave	Roseville	MI	48066	(586) 863-4008
~~Carl L. Taylor~~ Squires Professional Services LLC	~~Carl~~ Sean	~~Taylor~~ Squires	5722 State St	Saginaw	MI	48603	(989) 327-1523
Stephanie Steward	Stephanie	Steward	2623 E Genessee	Saginaw	MI	48601	(989) 341-4100
~~Goliath Accounting Inc.~~	~~Jacqueline~~	~~Watson~~	~~20109 W 12-Mile Rd~~	~~Southfield~~	~~MI~~	~~48076~~	~~(248) 395-0593~~
Goliath Accounting Inc.	Jacqueline	Watson	25219 Southfield Rd	Southfield	MI	48075	(248) 559-1778
Laurie L. Kuss	Laurie	Kuss	13700 Fort St	Southgate	MI	48195	(734) 285-1040
The Guardian Group LLC	Robert	Arndt	14400 Eureka Rd	Southgate	MI	48195	(734) 283-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Sheldon Tax & Accounting Inc.	Matthew	Sheldon	37872 Van Dyke Ave	Sterling Heights	MI	48312	(586) 795-2615
Dand Legacy Inc.	~~Donna~~ Anisa	~~Hauser~~ Agalliu	13065 Pardee Rd	Taylor	MI	48180	(734) 225-6891
~~Shahbaz-Hussain~~ US Accounting Services Corp.	Shahbaz	Hussain	27196 Eureka Rd	Taylor	MI	48180	(734) 955-1776
Donna Jemison	Donna	Jemison	7235 E Nine Mile Rd	Warren	MI	48091	(586) 759-2458
Redmond & Associates LLC	Denita	Redmond	5657 Dixie Hwy	Waterford	MI	48329	(248) 623-5030
~~Carl L. Taylor~~ Squires Professional Services LLC	~~Carl~~ Sean	~~Taylor~~ Squires	2204 S. M-76	West Branch	MI	48661	(989) 312-3800
R P S Tax Service LLC	RajPal	Sandhu	934 S Wayne RD	Westland	MI	48186	(734) 721-6600
919 Investments LLC	Sam	Cottone	16105 West Rd	Woodhaven	MI	48183	(734) 362-1145
Highly Favored Tax Service LLC	Joaquina	Davis	1512 Washtenaw Ave	Ypsilanti	MI	48197	(734) 480-2500
Taxology Group LLC	Nikki	Small	5721 La Centre Ave	Albertville	MN	55301	(763) 497-3344
Cordell Roorda	Cordell	Roorda	7560 W 149th St	Apple Valley	MN	55124	(952) 432-2003
Scott Roth	Scott	Roth	13854 1st St	Becker	MN	55308	(763) 634-0222
TMARKJ Inc	Terry	Johnson	526 Washington St	Brainerd	MN	56401	(218) 824-9600
Freedom Financial Inc.	Robert	Sorensen	901 3rd St S	Buffalo	MN	55313	(763) 682-5999
KJ Miller L.L.C.	Kelly	Miller	319 Main St W	Cannon Falls	MN	55009	(507) 263-0293
MJM Investments	Scott	Arlandson	4110 Central	Columbia	MN	55421	(763) 781-5738

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Inc			Ave NE	Heights			
Alisa Lewnau	Alisa	Lewnau	12940 Riverdale Dr NW	Coon Rapids	MN	55448	(763) 363-4939
ARK Enterprise L.L.C.	Annette	Gardner	6412 Bass Lake Rd	Crystal	MN	55428	(763) 533-7400
Freedom Financial Inc.	Robert	Sorensen	600 Babcock Blvd E	Delano	MN	55328	(763) 972-2877
~~Scott Roth~~ Krista Lass	~~Scott~~ Krista	~~Roth~~ Lass	19112 Freeport St NW	Elk River	MN	55330	(763) 515-1521
~~Alisa Lewnau~~	~~Alisa~~	~~Lewnau~~	~~12940 Riverdale Dr NW~~	~~Minneapolis~~	~~MN~~	~~55448~~	~~(763) 363-4939~~
MJM Investments Inc	Scott	Arlandson	2428 Central Ave NE	Minneapolis	MN	55418	(612) 524-8414
~~MJM Investments Inc~~	~~Scott~~	~~Arlandson~~	~~7714 Brooklyn Blvd~~	~~Minneapolis~~	~~MN~~	~~55443~~	~~(763) 444-1387~~
Scott Roth	Scott	Roth	236 W Broadway	Monticello	MN	55362	(763) 295-4888
ARK Enterprise L.L.C.	Annette	Gardner	2960 Winnetka Ave N	New Hope	MN	55427	(763) 536-8500
Sun West Inc	John	Moen	1180 Hwy 3 S	Northfield	MN	55057	(507) 663-7000
Scott Roth	Scott	Roth	6083 12th St N	Oakdale	MN	55128	(651) 330-6913
Nikki Shelstad	Nikki	Shelstad	3107 South Service Dr	Red Wing	MN	55066	(651) 388-7197
~~Brent Schulz~~	~~Brent~~	~~Schulz~~	~~275 37th St NE~~	~~Rochester~~	~~MN~~	~~55906~~	~~(507) 282-6640~~
Brent Schulz	Brent	Schulz	848 S Broadway	Rochester	MN	55904	(507) 286-8700
Jana Good	Jana	Good	1731 University Ave W	Saint Paul	MN	55104	(651) 644-2925
MJM Investments Inc	Scott	Arlandson	969 Arcade St	St Paul	MN	55106	(651) 776-6262
MJM Investments	Scott	Arlandson	472 Lexington	St Paul	MN	55104	(651) 224-0518

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Inc			Pkwy N				
~~MM- Investments Inc~~	~~Scott~~	~~Arlandson~~	~~969 Arcade St~~	~~St Paul~~	~~MN~~	~~55106~~	~~(651) 776-6262~~
Scott Roth	Scott	Roth	3419 W Division St	St. Cloud	MN	56301	(320) 281-5585
Aldemaro Meynard and Eri Meynard	Eri	Meynard	1257 S Robert St	West Saint Paul	MN	55118	(651) 451-8200
Minnesota West Tax Service Inc	~~Michael Steven~~	~~Williamson Spangler~~	1305 1st St S	Willmar	MN	56201	(320) 262-3334
Thompson Financial Services Inc	Bruce	Thompson	922 Jeffco Blvd	Arnold	MO	63010	(636) 287-9200
~~JDBW LLC~~	~~Shirley~~	~~Totten~~	~~706 E NORTH AVE STE D~~	~~Belton~~	~~MO~~	~~64012~~	~~(816) 336-1266~~
Bruce Stansberry	Bruce	Stansberry	600 NW 7 Hwy	Blue Springs	MO	64014	(816) 228-5533
Karen Thompson	Karen	Thompson	603 N Providence Rd	Columbia	MO	65203	(573) 442-3733
Thompson Financial Services Inc	Bruce	Thompson	9195 W Florissant Ave	Ferguson	MO	63136	(314) 932-1999
Thompson Financial Services Inc	Bruce	Thompson	11681 W Florissant Ave	Florissant	MO	63033	(314) 831-2727
Thompson Financial Services Inc*	Bruce	Thompson	TBD	Florissant	MO	63042	(314) ~~614-6930~~ 831-2727
Tonya K. Burress	Tonya	Burress	309 W Main	Fredericktown	MO	63645	(573) 783-1955
Cinden LLC	Charles	Olt	7203 North Oak Trafficway	Gladstone	MO	64118	(816) 436-8829
Thomas Henggeler Enterprises LLC	Thomas	Henggeler	11902 Blue Ridge Ext	Grandview	MO	64030	(816) 761-5200

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~John B Bareis and Carrie S. Bareis~~ <u>Tax Team</u>	~~John~~ <u>Carrie</u>	Bareis	2711 St Marys Ave	Hannibal	MO	63401	(573) 221-2000
JDBW-LLC	~~Shirley~~	~~Totten~~	~~1910 N-Missouri-291-Hwy~~	~~Harrisonville~~	~~MO~~	~~64701~~	~~(816)-892-4772~~
Bruce Stansberry	Bruce	Stansberry	3501 S Noland Rd	Independence	MO	64055	(816) 252-1040
~~JDBW-Enterprises Inc~~	~~Shirley~~	~~Totten~~	~~10816 E 23rd St S~~	~~Independence~~	~~MO~~	~~64052~~	~~(816)-254-1040~~
~~JDBW-Enterprises Inc~~	~~Shirley~~	~~Totten~~	~~11200 E Hwy-24~~	~~Independence~~	~~MO~~	~~64054~~	~~(816)-833-5829~~
~~JDBW-Enterprises Inc~~	~~Shirley~~	~~Totten~~	~~15803 E 23rd~~	~~Independence~~	~~MO~~	~~64055~~	~~(816)-252-9990~~
Karen Thompson	Karen	Thompson	1402 Missouri Blvd	Jefferson City	MO	65109	(573) 634-1040
Todd Dunlop	Todd	Dunlop	3120 S Main St	Joplin	MO	64804	(417) 208-9777
~~KC Tax-Services~~ <u>Thomas Henggeler Enterprises LLC</u>	~~Zabbar~~ <u>Thomas</u>	~~Pirani~~ <u>Henggeler</u>	~~1620 East-63rd-Street~~ <u>3414 Independence Ave</u>	Kansas City	MO	~~64110~~ <u>64124</u>	(816) ~~474-1113~~ <u>920-6640</u>
Thomas Henggeler Enterprises LLC	Thomas	Henggeler	3114 Prospect Ave	Kansas City	MO	64128	(816) 861-0234
~~Thomas-Henggeler-Enterprises LLC~~	~~Thomas~~	~~Henggeler~~	~~3414-Independence-Ave~~	~~Kansas City~~	~~MO~~	~~64124~~	~~(816)-920-6640~~
JDBW-LLC	~~Shirley~~	~~Totten~~	~~1127 NE Rice-Rd~~	~~Lees-Summit~~	~~MO~~	~~64086~~	~~(816)-246-6722~~
Priority-Bookkeeping-Services LLC	Charles	Womack	112 S Forrest Ave	Liberty	MO	64068	(816)-781-8200

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Thompson Financial Services Inc~~	~~Bruce~~	~~Thompson~~	~~14545- Manchester- Rd~~	~~Mancheste r~~	~~MO~~	~~63011~~	~~(636) 527-4446~~
Thompson Financial Services Inc	Bruce	Thompson	12642 Dorsett Rd	Maryland Heights	MO	63043	(314) 434-1000
Thompson Financial Services Inc	Bruce	Thompson	2017 Hwy K	OFallon	MO	63366	(636) 240-4550
JDBW Enterprises Inc	Shirley	Totten	6520 Raytown Rd	Raytown	MO	64133	(816) 358-1040
Thompson Financial Services Inc	Bruce	Thompson	615 First Capitol Dr	Saint Charles	MO	63301	(636) 724-1555
Karen Thompson	Karen	Thompson	8412 Olive Blvd	Saint Louis	MO	63132	(573) 634-1040
Sandy Shannon	Sandy	Shannon	~~3111-N- Grand~~ 3636 Page Blvd.	Saint Louis	MO	~~63107~~ 63133	(314) 328-1112
Thompson Financial Services Inc	Bruce	Thompson	983 ~~62~~ 62 Manchester Rd	Saint Louis	MO	63119	(314) 942-7223
O2 Ventures LLC**	Clement	Ogunyemi	1735 W Sunshine St	Springfield	MO	65807	(417) 862-2224
Thompson Financial Services Inc	Bruce	Thompson	~~10674~~ 10652 St Charles Rock Rd	St Ann	MO	63074	(314) 890-8829
Thompson Financial Services Inc	Bruce	Thompson	~~12310- Bellefontaine- Rd~~ 3817 S Kingshighway Blvd	St Louis	MO	~~63138~~ 63109	(314) ~~438-8441~~ 351-8829
Thompson Financial Services Inc	Bruce	Thompson	3609 S Grand Blvd	St Louis	MO	63118	(314) 772-2555
Thompson Financial Services	Bruce	Thompson	~~3817-S- Kingshighway~~	St. Louis	MO	~~63109~~ 631	(314) ~~351-8829~~ 869-173

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Inc			~~Blvd~~ 2168 Chambers Rd			36	7
Thompson Financial Services Inc*	Bruce	Thompson	TBD	St. Louis	MO	631194	(314) 614-6930869-1737
Thompson Financial Services Inc*	Bruce	Thompson	~~9016 St-Charles Rock-Rd~~ TBD	St. JohnLouis	MO	631149	(314) 733-1040869-1737
Thompson Financial Services Inc*	Bruce	Thompson	~~2168 Chambers-Rd~~ TBD	St. Louis	MO	631368	(314) 869-1737
<u>Thompson Financial Services Inc*</u>	<u>Bruce</u>	<u>Thompson</u>	<u>TBD</u>	<u>St. Louis</u>	<u>MO</u>	<u>63131</u>	<u>(314) 869-1737</u>
Thompson Financial Services Inc*	Bruce	Thompson	TBD	St. Peters	MO	63376	(314) 614-6930869-1737
Valerie Adler	Valerie	Adler	100 S Lincoln Dr	Troy	MO	633796	(636) 775-2525
S & P Accounting Services LLC	Amy	Pope	1006 Washington Square	Washington	MO	63090	(636) 390-4423
Thompson Financial Services Inc	Bruce	Thompson	1201 Wentzville Pkwy	Wentzville	MO	63385	(636) 327-7330
~~Richard J. Davidson~~	~~Richard~~	~~Davidson~~	~~606 W- Broadway St~~	~~West Plains~~	~~MO~~	~~65775~~	~~(417) 612-9002~~
Cohill's & Associates LLC	Daniel	Cohill	217 Hwy 35N	Carthage	MS	39051	(601) 741-5153519-1996
~~D&K of MS Inc.~~	~~Douglas~~	~~King~~	~~767 Hwy 98~~	~~Columbia~~	~~MS~~	~~39429~~	~~(601) 633-3000~~
Trudi S. Barr	Trudi	Barr	720 Hwy 11 S	Picayune	MS	39466	(601) 749-8585
Ginger F. Ausban	Ginger	Ausban	1704 N Gloster St	Tupelo	MS	38804	(662) 269-2865

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Mark Robison	Mark	Robison	1087 US Hwy 2 W	Kalispell	MT	59901	(406) 755-1040
Ahl Accounted IV LLC	Juanita	Ahl	1701 N Sandhills Blvd	Aberdeen	NC	28315	(919) ~~202-0200~~ 637-0224
J. Harrington Services LLC	Princess	Harrington	636 NC 24 27 Bypass E	Albemarle	NC	28001	(704) 983-2336
R4 Solutions LLC	Sairekha	Vedagiri	441 W Williams St	Apex	NC	27502	(919) 303-7043
~~GRITS Marketing Inc.~~ Emerald Tax & Accounting Solutions LLC	~~Tiffany Clement~~	~~Dodson~~ Ogunye mi	405 E Dixie Dr	Asheboro	NC	27203	(336) 629-4700
Sarah Dalton Rathbone	Sarah	Dalton Rathbone	1025 Brevard Rd	Asheville	NC	28806	(828) 202-1875
NC Tax Servicess LLC	Rabindra	Karki	963 N Harrison Ave	Cary	NC	27513	(984) 358-1409
Rabindra Karki	Rabindra	Karki	130 Kilmayne Dr	Cary	NC	27511	(919) 468-8606
Charlotte's Premium Bookkeeping & Tax LLC	Kristine	Ramirez	10110 Johnston Rd	Charlotte	NC	28210	(704) 341-4115
~~Charlotte's Premium Bookkeeping & Tax~~ Concelium LLC	~~Kristine~~ Christopher	~~Ramirez~~ Landis	~~5210 N Tryon St~~ 2709 Central Ave	Charlotte	NC	~~28213~~ 28205	(704) ~~599-8291~~ 373-1343
Concelium LLC	Christopher	Landis	1610 Ashley Rd	Charlotte	NC	28208	(704) 490-4583
~~Concelium LLC~~	~~Christopher~~	~~Landis~~	~~2709 Central Ave~~	~~Charlotte~~	~~NC~~	~~28205~~	~~(704) 373-1343~~
Concelium LLC	Christopher	Landis	5700 University Point Blvd	Charlotte	NC	28262	(704) 706-3457
~~Concelium LLC~~	~~Christopher~~	~~Landis~~	~~5724 E WT~~	~~Charlotte~~	~~NC~~	~~28215~~	~~(704) 490-4516~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
	er		Harris Blvd				
Concelium LLC	Christopher	Landis	6404 Albemarle Rd	Charlotte	NC	28212	(704) 490-4735
Keyur Patel	Keyur	Patel	9622 Monroe Rd	Charlotte	NC	28270	(704) 708-4431
Verdad Solutions LLC	Kristine	Ramirez	5210 N Tryon St	Charlotte	NC	28213	(704) 599-8291
Amanda Young and Tavarus Young	Tavarus	Young	889 Town Centre Blvd	Clayton	NC	27520	(919) 550-8082
Red Wolf Financial LLC	Will	Sumpter	2419 Lewisville Clemmons Rd	Clemmons	NC	27012	(336) 766-4644
Jesse Smith and Angelina Smith	Jesse	Smith	202 Northeast Blvd	Clinton	NC	28328	(910) 596-2010
Concelium LLC	Christopher	Landis	874 Concord Pkwy N	Concord	NC	28027	(704) 782-6416
Amanda Young and Tavarus Young	Tavarus	Young	610 E Cumberland St	Dunn	NC	28334	(910) 892-3787
3 Dots Financial Services LLC	Sairekha	Vedagiri	4823 Meadow Dr	Durham	NC	27713	(919) 544-7904
NC Tax Services LLC	Rabindra	Karki	3808 Guess RD	Durham	NC	27705	(919) 797-0016
~~Rabindra-Karki~~ NC Tax Services LLC*	Rabindra	Karki	~~3825 S Roxboro St~~ TBD	Durham	NC	~~27713~~ 27705	~~(984) 919-219-6988~~ 797-0016
VGS Tax & Accounting Services LLC	Sairekha	Vedagiri	4823 Meadow Dr	Durham	NC	27713	(919) 544-7904
John Cecil	John	Cecil	709 S Van Buren Rd	Eden	NC	27288	(336) 623-9009
Donna Mitchell-Mayo	Donna	Mitchell-Mayo	1010 W Ehringhaus St	Elizabeth City	NC	27909	(252) 335-9980
Jesse Smith and			1107 W Broad	Elizabethtown			

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Angelina Smith	Jesse	Smith	St	n	NC	28337	(910) 872-1040
Tammy Gurrera	Tammy	Gurrera	3738 S Main St	Farmville	NC	27828	(252) 753-0323
Kenneth Shelton	Kenneth	Shelton	2897 Owen Dr	Fayetteville	NC	28306	(910) 223-7888
~~Robert Yoakum Jr~~	~~Robert~~	~~Yoakum Jr~~	~~6257 Raeford Rd~~	~~Fayetteville~~	~~NC~~	~~28304~~	~~(910) 705-4800~~
Robert Yoakum Jr	Robert	Yoakum Jr	8140 Cliffdale Rd	Fayetteville	NC	28314	(910) 864-3330
Robert Yoakum Jr	Robert	Yoakum Jr	6257 Raeford Rd	Fayetteville	NC	28304	(910) 705-4800
TM Enterprises of Linden Inc.	Gail	Flowers	3421 Murchison Rd	Fayetteville	NC	28311	(910) 500-3315
TM Enterprises of Linden Inc.	Gail	Flowers	5617 Ramsey Street	Fayetteville	NC	28311	(910) 808-1990
TM Enterprises of Linden Inc.*	Gail	Flowers	TBD	Fayetteville	NC	28303	(910) ~~309-1154~~ 808-1990
April Scanlan	April	Scanlan	147 Franklin Plaza	Franklin	NC	28734	(828) 524-1300
Surya Investment Group LLC	Rabindra	Karki	1364 N Main St	Fuquay Varina	NC	27526	(919) 285-4713
NC Tax Servicess LLC	Rabindra	Karki	1327 Fifth Ave	Garner	NC	27529	(919) 706-5625
NC Tax Servicess LLC	Rabindra	Karki	77 Glen Rd	Garner	NC	27529	(919) 662-5011
DanFam Enterprises LLC	Erin	Daniel	117 N Myrtle School Rd	Gastonia	NC	28052	(704) 865-3379
DanFam Enterprises LLC	Erin	Daniel	2609 South New Hope Road	Gastonia	NC	28056	(704) 671-2790
~~DanFam Enterprises LLC*~~	~~Erin~~	~~Daniel~~	~~TBD~~	~~Gastonia~~	~~NC~~	~~28054~~	~~(704) 675-6702~~
Wilbert J. Bass	Wilbert J.	Bass	710 E Ash St	Goldsboro	NC	27530	(919) 735-2233

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Marlon Hunter	Marlon	Hunter	921 S Main St	Graham	NC	27253	(336) 227-0600
Spartan-Marketing Inc	David	Schuck	~~1703 Bessemer Ave~~	~~Greensboro~~	~~NC~~	~~27405~~	~~(336) 275-3777~~
Spartan-Marketing Inc ~~David Darran Johnson~~	~~David Darran Johnson~~	~~Schuck Johnson~~	2106 S Holden Rd	Greensboro	NC	27407	(336) 294-1900
Spartan-Marketing Inc ~~David Darran Johnson~~	~~David Darran Johnson~~	~~Schuck Johnson~~	2832 Randleman Rd	Greensboro	NC	~~27265~~ 27406	(336) ~~790-1122~~ 274-7500
Spartan-Marketing Inc ~~David Darran Johnson~~	~~David Darran Johnson~~	~~Schuck Johnson~~	~~2832 Randleman Rd~~ 1703 Bessemer Ave	Greensboro	NC	27406	(336) ~~274-7500~~ 275-3777
Tammy Gurrera	Tammy	Gurrera	1913 Firetower Rd	Greenville	NC	27858	(252) 830-2288
Tammy Gurrera	Tammy	Gurrera	2208 S Memorial Dr	Greenville	NC	27834	(252) 757-1040
Tammy Gurrera	Tammy	Gurrera	3535 S Memorial Dr	Greenville	NC	27834	(252) 830-1957
Mustafa Elhasani	Mustafa	Elhasani	4551 B ~~NC State~~ HWY 49 S	Harrisburg	NC	28075	(704) 455-4443
Amanda Young and Tavarus Young	Tavarus	Young	915 S Beckford Dr	Henderson	NC	27536	(252) 431-9196
Sarah Dalton Rathbone*	Sarah	Dalton Rathbone	TBD	Hendersonville	NC	28791	(828) ~~778-0169~~ 202-1875
Spartan-Marketing Inc	David	Schuck	~~110 E Fairfield Rd~~	~~High Point~~	~~NC~~	~~27263~~	~~(336) 905-7220~~
Spartan-Marketing Inc ~~David Darran Johnson~~	~~David Darran Johnson~~	~~Schuck Johnson~~	2200 N Main St	High Point	NC	27262	(336) 889-0829

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Johnson							
Darran Johnson	Darran	Johnson	110 E Fairfield Rd	High Point	NC	27263	(336) 905-7220
TM Enterprises of Linden Inc.	Gail	Flowers	4251 Legion Rd.	Hope Mills	NC	28348	(910) 500-3616
Keyur Patel	Keyur	Patel	608 Indian Trail Rd	Indian Trail	NC	28079	(704) 821-0742
~~Tammy Gurrera~~	~~Tammy~~	~~Gurrera~~	~~1128 Western Blvd~~	~~Jacksonville~~	~~NC~~	~~28546~~	~~(910) 333-0734~~
Tammy Gurrera	Tammy	Gurrera	345 Western Blvd	Jacksonville	NC	28546	(910) 353-3880
Tammy Gurrera	Tammy	Gurrera	521 Yopp Rd	Jacksonville	NC	28540	(910) 937-9758
~~McManus and McManus Enterprises Inc.~~	~~Chaunaka~~	~~McManus~~	~~705 B W Main Street~~	~~Jamestown~~	~~NC~~	~~27282~~	~~(336) 889-6812~~
BA Tax Solutions Inc	Milan	Rao	769 East Main Street	Jefferson	NC	28640	(336) 246-2021
~~Concelium LLC~~	~~Christopher~~	~~Landis~~	~~1912 S Cannon Blvd~~	~~Kannapolis~~	~~NC~~	~~28083~~	~~(704) 933-0201~~
Concelium LLC	Christopher	Landis	670 N Cannon Blvd	Kannapolis	NC	28083	(980) 313-3777
~~Spartan Marketing Inc*~~	~~David~~	~~Schuck~~	~~TBD~~	~~Kernersville~~	~~NC~~	~~27284~~	~~(336) 404-7871~~
Wendy Rhodes	Wendy	Rhodes	1208 W Vernon Ave	Kinston	NC	28501	(252) 522-1040
KKKI Inc	Eric	Toney	2001 Wide Waters Pkwy	Knightdale	NC	27545	(919) 217-0940
Brandon Serbus	Brandon	Serbus	103 Village Rd NE	Leland	NC	28451	(910) 371-0159
Red Wolf Financial LLC	Will	Sumpter	219 US 64 West	Lexington	NC	27295	(336) 390-2425
Beverly W.	Beverly	Meredith	139 West Swannanoa	Liberty	NC	27298	(336) 622-1774

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Meredith			Avenue				
Beverly W. Meredith	Beverly	Meredith	139 West Swannanoa Avenue	Liberty	NC	27298	(336) 622-2910
DanFam Enterprises LLC	Erin	Daniel	2395 E Main St	Lincolnton	NC	28092	(704) 735-1927
Darran Johnson	Darran	Johnson	4338 Fayetteville Rd	Lumberton	NC	28358	(910) ~~735-2663~~ 899-2825
Wolfpack Tax Incorporated	Sue	Faber	7032 Brighton Park Dr	Mint Hill	NC	28227	(704) 545-5663
Red Wolf Financial LLC	Will	Sumpter	1112 Yadkinville Rd	Mocksville	NC	27028	(336) 751-9706
Keyur Patel	Keyur	Patel	2401 W Roosevelt Blvd	Monroe	NC	28110	(704) 282-1000
Fielding-Financial LLC	Graham	Fielding	247 E Plaza Dr	Mooresville	NC	28115	~~(704) 799-8700~~
Jesse Smith and Angelina Smith	Jesse	Smith	997 Henderson St	Mount Olive	NC	28365	(919) 635-1099
Wendy Rhodes	Wendy	Rhodes	1204 S Glenburnie Rd	New Bern	NC	28562	(252) 636-2984
Amanda Young and Tavarus Young	Tavarus	Young	300 Granville Corners	Oxford	NC	27565	(919) 603-6144
Anabel Campusano	Anabel	Campusano	4011 Capital Blvd	Raleigh	NC	27604	(919) 877-9700
James Coley	James	Coley	6260 Glenwood Ave	Raleigh	NC	27612	(919) 803-7570
KKKI Inc	Eric	Toney	1400 New Bern Ave	Raleigh	NC	27610	(919) 755-3840
NC Tax Servicess LLC	Rabindra	Karki	4456 Fayetteville Rd	Raleigh	NC	27603	(919) 772-9811
John Cecil	John	Cecil	107 S Scales ST	Reidsville	NC	27320	(336) 349-9009

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Keyur Patel	Keyur	Patel	704 E Broad Ave	Rockingham	NC	28379	(910) 410-9040
Dulce N. Cuevas	Dulce	Cuevas	~~1370 W Raleigh Blvd~~ 1564 Benvenue Rd	Rocky Mount	NC	278034	(252) ~~442-3136~~ 407-8133
Dulce N. Cuevas*	Dulce	Cuevas	~~1564 Benvenue Rd~~ TBD	Rocky Mount	NC	27804	(252) 407-8133
Amanda Young and Tavarus Young	Tavarus	Young	317 S Madison Blvd	Roxboro	NC	27573	(336) 322-8291
KC Financial LLC	Eunah	Kim-Therrell	212 S. Steele St.	Sanford	NC	27330	(919) 776-7626
KC Financial LLC Akshar Services Inc	Eunah Nisarg	Kim-Therrell Ministry	2837 S Horner Blvd	Sanford	NC	27332	(919) 777-0580
KC Financial LLC** Akshar Services Inc	Eunah Nisarg	Kim-Therrell Ministry	~~TBD~~ 212 S. Steele St.	Sanford	NC	273320	(919) ~~916-9118~~ 776-7626
Ahl Accounted IV LLC	Juanita	Ahl	1421 S Pollock St	Selma	NC	27576	(919) 202-0200
BGS Enterprises Inc	Garistine	Simmons	412 5 North Bragg Blvd	Spring Lake	NC	28390	(910) 920-2611
DanFam Enterprises LLC	Erin	Daniel	202 S Highway 27	Stanley	NC	28164	(704) 263-2770
Red Wolf Financial LLC**	Will	Sumpter	1112 Crossroads Dr	Statesville	NC	28625	(704) 672-5015
TM Enterprises of Linden Inc.	Gail	Flowers	5183 Clinton Rd	Stedman	NC	28391	(910) 779-3200
April Scanlan	April	Scanlan	286 E Main St	Sylva	NC	28779	(828) 631-0669
Dulce N. Cuevas	Dulce	Cuevas	126 River Oak Drive	Tarboro	NC	27886	(252) ~~407-8133~~ 563-5404

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~~Spartan-Marketing-Inc~~ Darran Johnson	~~David~~ Darran	~~Schuck~~ Johnson	813C Randolph St	Thomasville	NC	27360	(336) 472-4829
~~Joseph~~ Pertz Enterprises Inc.	Joseph	Pertz	1972 S Main St	Wake Forest	NC	27587	(919) 556-0804
Jesse Smith and Angelina Smith	Jesse	Smith	5680 S NC 41 Hwy	Wallace	NC	28466	(910) 552-0103
Jesse Smith and Angelina Smith	Jesse	Smith	224 W College St	Warsaw	NC	28398	(910) 293-2167
~~Cheydelle-McKinzie~~	~~Cheydelle~~	~~McKinzie~~	~~1410 Carolina Ave~~	~~Washington~~	~~NC~~	~~27889~~	~~(252) 946-1482~~
KKKI Inc	Eric	Toney	2857 Wendell Blvd	Wendell	NC	27591	(919) 365-2795
Darran Johnson	Darran	Johnson	1018 N JK Powell Blvd	Whiteville	NC	28472	(910) ~~640-1274~~ 899-2825
~~Spartan-Marketing-Inc~~ Darran Johnson	~~David~~ Darran	~~Schuck~~ Johnson	1717 Winkler St	Wilkesboro	NC	28697	(336) 667-0441
Darran Johnson	Darran	Johnson	415 S College Rd	Wilmington	NC	28403	(910) ~~899-2825~~ 452-4523
Jesse Smith and Angelina Smith	Jesse	Smith	1101 Ward Blvd	Wilson	NC	27893	(252) 243-5829
~~Angie Amador~~	~~Angie~~	~~Amador~~	~~3800 Reynolda Rd~~	~~Winston-Salem~~	~~NC~~	~~27106~~	~~(336) 899-9093~~
~~McManus and-McManus-Enterprises Inc.~~	~~Chaunaka~~	~~McManus~~	~~1411 Trademart Blvd~~	~~Winston-Salem~~	~~NC~~	~~27127~~	~~(336) 725-6008~~
~~McManus and-McManus-Enterprises Inc.~~	~~Chaunaka~~	~~McManus~~	~~3029 Waughtown-Street~~	~~Winston-Salem~~	~~NC~~	~~27107~~	~~(336) 245-8261~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Red Wolf Financial LLC	Will	Sumpter	~~300- Jonestown- Rd~~ 3441 N Patterson Ave	Winston Salem	NC	27104 ~~5~~	(336) ~~701-1581~~ 661-6060
Red Wolf Financial LLC	Will	Sumpter	3212 Silas Creek Pkwy	Winston Salem	NC	27103	(336) 774-9999
~~Red Wolf Financial LLC~~	~~Will~~	~~Sumpter~~	~~3563 N- Patterson Ave~~	~~Winston-Salem~~	~~NC~~	~~27105~~	~~(336)-661-6060~~
~~McManus and-McManus-Enterprises Inc.*~~	~~Chaunaka~~	~~McManus~~	~~TBD~~	~~Winston-Salem~~	~~NC~~	~~27105~~	~~(336)-858-6109~~
KKKI Inc	Eric	Toney	877 E Gannon Ave	Zebulon	NC	27597	(919) 404-2660
Legacy Tax Pros Inc.	Christopher	Fenster	931 S Washington St	Bismarck	ND	58504	(701) 222-1824
Brad Ness	Brad	Ness	1570 3rd Ave W	Dickinson	ND	58601	(701) 264-1040
Tami Vigen Inc.	Tami	Vigen	2502 S University Dr	Fargo	ND	58103	(701) 298-6101
Brad Ness	Brad	Ness	720 S Washington St	Grand Forks	ND	58201	(701) 746-1750
~~Western Stars and Stripes Inc.~~	~~Andrea~~	~~Bonness~~	~~2041 40 Ave- SE~~	~~Mandan~~	~~ND~~	~~58554~~	~~(701)-390-0092~~
DL Tax Incorporated	Dillon	Lakefield	404 20th Ave SW	Minot	ND	58701	(701) 852-1040
Tami Vigen Inc.	Tami	Vigen	11 ~~82~~ ~~12th~~ 8th Ave NW	West Fargo	ND	58078	(701) 298-6101
Tarkington Financial Inc.	Kurt	Tarkington	1300 S Locust St.	Grand Island	NE	68801	(308) 675-0112
Tarkington Financial Inc.	Kurt	Tarkington	2115 2nd Ave	Kearney	NE	68847	(308) 234-9559
TRK Services LLC	Raymond	Seaman	525 N 48th St	Lincoln	NE	68504	(402) 466-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
KCI Stores Inc	Chad	Brown	2734 S 123rd Ct	Omaha	NE	68144	(402) 884-6943
KCI Stores Inc	Chad	Brown	2924 Ames Ave	Omaha	NE	68111	(402) 509-1500
Renshaw Enterprise LLC	Robert	Renshaw	8404 Q Street	Omaha	NE	68127	(402) 932-8799
~~KCI Stores Inc*~~	~~Chad~~	~~Brown~~	~~TBD~~	~~Omaha~~	~~NE~~	~~68131~~	~~(701) 570-3762~~
Tina M. Hill	Tina	Hill	310 W 27th Street	Scottsbluff	NE	69361	(308) 633-3562
Alan J. Lorandau Jr	AJ	Lorandau	597 Main St	Keene	NH	03431	(603) 352-1300
Karen P. Goss	Karen	Goss	702 Union Ave	Laconia	NH	03246	(603) 524-5222
~~JML Tax LLC~~	~~Jose~~	~~Lopez~~	~~245 Maple St~~	~~Mancheste~~	~~NH~~	~~03103~~	~~(603) 935-8714~~
JML Tax LLC	Jose	Lopez	453 Second St	Manchester	NH	03102	(603) 647-1370
<u>JML Tax LLC</u>	<u>Jose</u>	<u>Lopez</u>	<u>245 Maple St</u>	<u>Manchester</u>	<u>NH</u>	<u>03103</u>	<u>(603) 935-8714</u>
JML Tax LLC	Jose	Lopez	113 Main St	Nashua	NH	03060	(603) 883-4829
Alan J. Lorandau Jr	AJ	Lorandau	75 Main St	West Lebanon	NH	03784	(603) 298-7077
John Pino	John	Pino	66 Route 9	Bayville	NJ	08721	(732) 237-2002
SGM Capital LLC	Stan	Maliszewski	1889 Route 88 E	Brick	NJ	08724	(732) 746-3240
South Jersey Business Ventures LLC	Jason	Mansell	694 N Pearl St	Bridgeton	NJ	08302	(856) 455-2128
Hank Rearden LLC	Edward	O'Connor	1250 Collings Rd	Camden	NJ	08104	(856) 962-8662
Hank Rearden LLC	Edward	O'Connor	12 Berlin Rd	Clementon	NJ	08021	(856) 346-9211
B Annie Ram Enterprises Inc	Mary Ann	Bowen	1344 Clifton Ave	Clifton	NJ	07012	(973) 778-0700
Larry Garcia CPA LLC	Larry	Garcia	1162 Main Ave	Clifton	NJ	07011	(973) 916-0062

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P419 LLC	SungChul	Kwon	16 W Madison Ave	Dumont	NJ	07628	(201) 374-2525
SGM Capital LLC	Stan	Maliszewski	746 Route 18 N	East Brunswick	NJ	08816	(732) 390-5576
Li Li	Li	Li	599 Central Ave	East Orange	NJ	07018	(973) 675-9400
Li Li	Li	Li	382 Main St	East Orange	NJ	07018	(973) 672-1208
~~Li Li~~ ABM Tax Group LLC	~~Li~~ Brian	~~Li~~ Friedman	~~599 Central Ave~~ 570 North Broad St	~~East Orange~~ Elizabeth	NJ	~~07018~~ 07208	~~(973) 908~~ 675-9400 469-2225
~~Kameda~~ Mejia Tax Services LLC	~~Janet~~ Wendy	~~Osmundsen~~ Mejia Avilez	107 Broadway	Elmwood Park	NJ	07407	(201) 773-0736
John Pino	John	Pino	211 Lacey Rd	Forked River	NJ	08731	(609) 693-8011
SGM Capital LLC	Stan	Maliszewski	574 Park Ave	Freehold	NJ	07728	(732) 298-6100
~~Anne Wurst~~	~~Anne~~	~~Wurst~~	~~642 Delsea Dr N~~	~~Glassboro~~	~~NJ~~	~~08028~~	~~(856) 881-3000~~
~~Hank Rearden LLC*~~	~~Edward~~	~~O'Connor~~	~~TBD~~	~~Gloucester City~~	~~NJ~~	~~08063~~	~~(856) 524-0863~~
Gina M. Bernstein	Gina	Bernstein	193 Main St	Hackensack	NJ	07601	(201) 257-5722
Michael Trombetta*	Michael	Trombetta	TBD	Hamburg	NJ	7005	(973) 998-8888
ABM Tax Group LLC	Brian	Friedman	745 Poole Avenue	Hazlet	NJ	07730	(732) 888-1788
Carmen Y. Almonte**	Carmen	Almonte	620 Broadway	Long Branch	NJ	07740	(732) 314-5100
~~Michael Trombetta*~~	~~Michael~~	~~Trombetta~~	~~TBD~~	~~Morris~~	~~NJ~~	~~07005~~	~~(973) 222-1114~~
Tax Inn LLC	Inna	Kisil	1820 State Route 33	Neptune City	NJ	07753	(732) 776-8700
Hank Rearden LLC	Edward	O'Connor	227 W Broad St	Palmyra	NJ	08065	(856) 778-0051

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Khalid Islam	Khalid	Islam	325 A Main St.	Paterson	NJ	07505	(973) 881-7969
Mohammed Miah	Mohammed	Miah	445 Union Ave	Paterson	NJ	07522	(973) 820-7325
Spices Incorporated	Bruce	Patrono	200 Wanaque Ave	Pompton Lakes	NJ	07442	(973) 248-0601
McFarmer Inc.	Janice	Farmer	124 N WHITE HORSE PIKE	Somerdale	NJ	08083	(856) 309-5500
ABM Tax Group LLC	Brian	Friedman	960 US 9	South Amboy	NJ	08879	(732) 727-0688
SGM Capital LLC	Stan	Maliszewski	1095 S Broad St	Trenton	NJ	08611	(609) 414-7400
South Jersey Business Ventures LLC	Jason	Mansell	5100 Route 42	Turnersville	NJ	08012	(856) 629-9919
Shawn Income Tax LLC	Shelby	Philip	703 E Landis Ave	Vineland	NJ	08360	(856) 839-0193
South Jersey Business Ventures LLC	Jason	Mansell	118 E Red Bank Ave	Woodbury	NJ	08096	(856) 384-8829
John W. Regan	John	Regan	~~100 Coors~~ 2013 San Mateo Blvd NW NE	Albuquerque	NM	~~87121~~ 87110	(505) ~~445-0777~~ 262-2000
<u>John W. Regan</u>	<u>John</u>	<u>Regan</u>	<u>7206 Menaul Blvd NE</u>	<u>Albuquerque</u>	<u>NM</u>	<u>87110</u>	<u>(505) 312-8065</u>
John W. Regan	John	Regan	1449 Eubank Blvd NE	Albuquerque	NM	87112	(505) 364-3414
John W. Regan	John	Regan	2013 San ~~Mateo Blvd~~ NE Pedro Road SE	Albuquerque	NM	~~87110~~ 87108	(505) ~~262-2000~~ 433-2933
John W. Regan	John	Regan	7206 Menaul Blvd NE	Albuquerque	NM	87110	(505) 312-8065
Orange Rose LLC	Anthony	Collyer	3200 Coors Blvd NW	Albuquerque	NM	87120	(505) 897-8291
Orange Rose LLC	Anthony	Collyer	800 Juan Tabo	Albuquerque	NM	87123	(505) 508-4838

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Blvd NE				
K&V Enterprises	Kimberly	Fincher-Lucky	180 E US Hwy 550	Bernalillo	NM	87004	(505) 771-9280
Orange Rose LLC	Anthony	Collyer	1943 E Highway 333	Edgewood	NM	87015	(505) 286-9594
Lisa Padilla	Lisa	Padilla	2345 Southern Blvd	Rio Rancho	NM	87124	(505) 994-9662
John Perea	John	Perea	1711 Llano St	Santa Fe	NM	87505	(505) 424-1420
John Perea	John	Perea	4350 Airport Rd	Santa Fe	NM	87507	(505) 471-8297
Sierra Tax LLC	Ai	Lin	110 S Taylor St	Fallon	NV	89406	(760) 977-6386
Sunrise Professional Services LLC	Manuel	Franco	834 S Boulder Hwy	Henderson	NV	89015	(702) 834-6464
TTT Tax Service LLC	Annette	Hall	245 N Stephanie St	Henderson	NV	89074	(702) 478-4820
~~WP Tax Service- LLC~~	~~Wendy~~	~~Prows~~	~~1999 W- Sunset Rd~~	~~Henderson~~	~~NV~~	~~89014~~	~~(702) 898-8838~~
Aloha Tax Service LLC	Emily	Tuvera	4458 N Rancho Dr	Las Vegas	NV	89130	(702) 388-1040
~~Ernie and~~ Christina Garcia Ross and Ernie T Ross LLC	Christina	Garcia Ross	3131 N Rancho Dr	Las Vegas	NV	89108	(702) 839-1862
Isabel Villagomez	Isabel	Villagomez	4225 E Sahara Ave	Las Vegas	NV	89104	(702) 431-5755
One Stop Solutions LLC	Phyllis	Johnson	4035 W Sahara Ave	Las Vegas	NV	89102	(702) 253-1040
~~Red Lock LLC~~	~~David~~	~~Winiarczyk~~	~~1105 S- Rainbow Blvd~~	~~Las Vegas~~	~~NV~~	~~89146~~	~~(702) 363-5733~~
Red Lock LLC	David	Winiarczyk	270 N Jones Blvd	Las Vegas	NV	89107	(702) 648-1240
Red Lock LLC	David	Winiarczyk	8565 W Sahara	Las Vegas	NV	89117	(702) 804-5830

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Ave				
Red Lock LLC	David	Winiarczyk	1105 S Rainbow Blvd	Las Vegas	NV	89146	(702) 363-5733
SLT Services LLC	Annette	Hall	6140 W Tropicana Ave	Las Vegas	NV	89103	(702) 242-2686
~~Sunrise-Professional-Services LLC~~	~~Manuel~~	~~Franco~~	~~4762 E-Flamingo Rd~~	~~Las Vegas~~	~~NV~~	~~89121~~	~~(702) 451-0014~~
Sunrise Professional Services LLC	Manuel	Franco	480 N Nellis Blvd	Las Vegas	NV	89110	(702) 965-3031
Sunrise Professional Services LLC	Manuel	Franco	4762 E Flamingo Rd	Las Vegas	NV	89121	(702) 451-0014
WP Tax Service LLC	Wendy	Prows	7291 S Eastern Ave	Las Vegas	NV	89119	(702) 614-5200
Red Lock LLC	David	Winiarczyk	2045 E Cheyenne Ave	North Las Vegas	NV	89030	(702) 399-2852
WB Financial Management LLC	William	Boardman	1311 W Craig Rd	North Las Vegas	NV	89032	(702) 399-5651
Woodard and Traylor Jr and Romero and Romero	Marilou	Woodard	5892 Losee Rd	North Las Vegas	NV	89081	(702) 522-8910
SLT Services LLC	Annette	Hall	3250 S Hwy 160	Pahrump	NV	89048	(775) 727-9969
Smart Pocket LLC	Rossel	Lastimoso	5890 S Virginia St	Reno	NV	89502	(775) 826-1040
Smart Pocket LLC	Rossel	Lastimoso	2275 Oddie Blvd	Sparks	NV	89431	(775) 446-2500
Smart Pocket LLC	Rossel	Lastimoso	660 E Prater Way	Sparks	NV	89431	(775) 353-1040
A & E Tax Service LLC	Edward	Welch	900 Central Avenue	Albany	NY	12206	(518) 453-2330

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
John Noisette	John	Noisette	4 Central Ave	Albany	NY	12210	(518) 320-8358
A & E Tax Service LLC*	Edward	Welch	TBD	Albany	NY	12204	(518) ~~207-5857~~ 453-2330
Brian Muller	Brian	Muller	133 Market St	Amsterdam	NY	12010	(518) 843-8291
Jessica Restrepo Mosquera	Jessica	Restrepo Mosquera	4207 Broadway	Astoria	NY	11103	(718) 360-9350
Brian Muller	Brian	Muller	408 Geyser Road	Ballston Spa	NY	12020	(518) 584-1120
Brian Muller	Brian	Muller	2100 Doubleday Ave	Ballston Spa	NY	12020	(518) 288-3651
Anabel Campusano	Anabel	Campusano	638 E 169th ST	Bronx	NY	10456	(347) 591-4008
Bishmillah Service Corp	Harun	Ali	677 Morris Park Ave	Bronx	NY	10462	(718) 684-2026
Carmen Y. Almonte	Carmen	Almonte	10 W Kingsbridge Rd	Bronx	NY	10468	(718) 395-4026
~~District Taxes-Corp~~	~~Lizette~~	~~Diaz~~	~~1042-Westchester-Ave~~	~~Bronx~~	~~NY~~	~~10459~~	~~(718) 617-3294~~
~~District Taxes-Corp~~	~~Lizette~~	~~Diaz~~	~~425 E 149th St~~	~~Bronx~~	~~NY~~	~~10455~~	~~(718) 401-4374~~
~~Edwin Sogbe~~	~~Edwin~~	~~Sogbe~~	~~1733-University Ave~~	~~Bronx~~	~~NY~~	~~10453~~	~~(718) 299-5165~~
Fahad M. Islam	Fahad	Islam	674 Castle Hill Ave	Bronx	NY	10473	(347) 691-3571
Florian's Tax Services Corp	Yahaira	Florian	1835 Westchester Ave	Bronx	NY	10472	(718) 518-7700
Julio Veras*	Julio	Veras	TBD	Bronx	NY	10454	(347) 712-2533
Luis Medina	Luis	Medina	340B 149th Street	Bronx	NY	10451	(917) 396-7031
Mohammad Miah			~~4014~~ 3762			~~10475~~ 104	

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
and MD Obaidullah Khan	MD	Khan	Boston ~~Read~~ Rd	Bronx	NY	<u>69</u>	(718) 649-1040
~~S & ARE~~ Tax Service Inc <u>LLC</u>	~~Mohamm~~ ed <u>Reiny</u>	~~Salam~~ <u>Paulino</u>	~~1812 Archer St~~ 685 East Tremont Avenue	Bronx	NY	~~10460~~ <u>10457</u>	(~~718~~ <u>347</u>) ~~530-6572~~ <u>590-2228</u>
S & A Tax Service Inc	Mohammed	Salam	3461 Boston Rd	Bronx	NY	10469	(917) 819-1998
<u>S & A Tax Service Inc</u>	<u>Mohammed</u>	<u>Salam</u>	<u>1812 Archer St</u>	<u>Bronx</u>	<u>NY</u>	<u>10460</u>	<u>(718) 530-6572</u>
SITTAX CORP	Sha	Ali	189 W 231st St	Bronx	NY	10463	(347) 945-4453
Taxcellent Service Corp	Faruk	Ali	3542 White Plains Rd	Bronx	NY	10467	(718) 655-4290
Throggs Neck Multiservice Corp.	Mohammed	Chowdhury	3369 E Tremont Ave	Bronx	NY	10461	(718) 710-4900
~~Julio-Veras*~~ <u>Edwin Sogbe</u>	~~Julio~~ <u>Edwin</u>	~~Veras~~ <u>Sogbe</u>	~~TBD~~ <u>1733 University Ave</u>	Bronx	NY	10454 <u>3</u>	(~~914~~ <u>718</u>) ~~200-9270~~ <u>299-5165</u>
Angela Penn	Angela	Penn	196 Utica Ave	Brooklyn	NY	11213	(718) 756-3035
Canarsie LT Inc.	Ronald	Hall	9611 Glenwood Rd	Brooklyn	NY	11236	(718) 257-8863
David Cepin	David	Cepin	306 Ellery St	Brooklyn	NY	11206	(718) ~~218-8325~~ <u>297-1538</u>
Lake Riss Inc.	Maria	Alulema	796 Grand St	Brooklyn	NY	11211	(718) 387-8325
~~Nishan~~ <u>Legendary Tax Inc. LLC</u>	~~Appar~~ <u>Anto nio</u>	~~Singh~~ <u>Vargas</u>	~~483- Nostrand~~ <u>124 Wyckoff Ave</u>	Brooklyn	NY	~~11216~~ <u>11237</u>	(718) ~~636-6171~~ <u>366-1234</u>
~~Nishan~~ <u>Legendary Tax Inc. LLC</u>	~~Appar~~ <u>Anto nio</u>	~~Singh~~ <u>Vargas</u>	~~485~~ <u>1118 Fulton St</u>	Brooklyn	NY	~~11201~~ <u>11238</u>	(718) ~~875-2999~~ <u>783-7777</u>
Phillip Texidor	Phillip	Texidor	73 Graham Ave	Brooklyn	NY	11206	(718) 782-8325
~~Gary-~~	~~Gary~~ <u>Aman</u>		~~117 Franklin-~~	~~Dansville~~ <u>Br</u>	NY	~~14437~~ <u>112</u>	(~~585~~ <u>718</u>)

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Stauber~~ RBA Tax Inc.	~~deep~~	~~Stauber~~ Singh	~~St~~ 483 Nostrand Ave	~~ooklyn~~		~~16~~	~~335-9620~~ 636-6171
RBA Tax Inc.	Amandeep	Singh	1747 Pitkin Ave	Brooklyn	NY	11212	(718) 535-7684
Eric Porter	Eric	Porter	2296 George Urban Blvd	Depew	NY	14043	(716) 684-9532
Jessica Restrepo Mosquera	Jessica	Restrepo Mosquera	85-14 Queens Blvd	Elmhurst	NY	11373	(800) 901-2608
Emmanuel Foko and Gwladys Foko*	Emmanuel	Foko	TBD	Endicott	NY	13760	(607) 373-9444
The Far Rock Inc.	Joel	George	1928 Mott Ave	Far Rockaway	NY	11691	(347) 897-5285
Thompson Tax Business LLC	Michael	Thompson	83 W Merrick Rd	Freeport	NY	11520	(516) 546-9334
Brian Muller	Brian	Muller	5 Broad St	Glens Falls	NY	12801	(518) 636-2075
Guardian Tax Group LLC	Michael	Thompson	69 Main St	Hempstead	NY	11550	(516) 350-5330
Gary Stauber	Gary	Stauber	2712 E Henrietta Rd	Henrietta	NY	14467	(585) 272-1099
Canarsie LT Inc.	Ronald	Hall	178-03 Hillside Ave	Jamaica	NY	11432	(718) 251-2000
David Cepin	David	Cepin	153-36 Hillside Ave	Jamaica	NY	11432	(718) 297-1538
Metro Multi Services Inc	Akbar	Issany	133-04 ROCKAWAY BLVD	Jamaica	NY	11420	(718) 487-3044
Mohammad Alam	Mohammad	Alam	147-20 Hillside Ave	Jamaica	NY	11435	(718) 297-3500
Tina A. Farmer	Tina	Farmer	1395 E 2nd St	Jamestown	NY	14701	(716) 488-3000
Gary Lavicka	Gary	Lavicka	44 W Main St	Johnstown	NY	12095	(518) 762-1040
Emmanuel Foko and Gwladys Foko	Emmanuel	Foko	207 Main St	Jonhson City	NY	13790	(607) 953-6301

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Gary Stauber	Gary	Stauber	5877 Big Tree Rd	Lakeville	NY	14480	(585) 346-3846
Robert Mattice's Accounting & Tax Preparation Inc.	Robert	Mattice	183 Blackberry Rd	Liverpool	NY	13090	(315) 622-1032
Elizabeth Karnavar	Elizabeth	Karnavar	60-82 Fresh Pond Rd	Maspeth	NY	11378	(718) 381-4500
A & V Taxes Westchester Inc.	Rattandeep	Singh	3 SOUTH FOURTH AVE	MT VERNON	NY	10550	(914) 455-1040
Robert Boyer	Robert	Boyer	622 Main St	New Rochelle	NY	10801	(914) 235-8475
Canarsie LT Inc.	Ronald	Hall	896 Amsterdam Ave	New York	NY	10025	(212) 932-1040
Jennifer Cheng	Jennifer	Cheng	2304 Adam-Clayton-Powell Jr Blvd	New York	NY	10030	(646) 791-5118
Jennifer Cheng	Jennifer	Cheng	445 W 125th St	New York	NY	10027	(646) 609-3489
Philip Kempisty	Philip	Kempisty	15 Maiden Lane	New York	NY	10038	(212) 227-3300
RE Tax LLC	Reiny	Paulino	~~1887 Third Ave~~ 201 E 116th St	New York	NY	10029	(646) ~~669-7027~~ 666-0955
RE Tax LLC	Reiny	Paulino	~~201 E 116th St~~ 1887 Third Ave	New York	NY	10029	(646) ~~666-0955~~ 669-7027
Jennifer Ackerman*	Jennifer	Ackerman	~~1000 Linden Street~~ TBD	Ogdensburg	NY	13669	(315) 614-2266
Tina A. Farmer	Tina	Farmer	700 W State St	Olean	NY	14760	(716) 373-7500
Roy Brisport	Roy	Brisport	42 N Main St	Port Chester	NY	10573	(914) 939-6668
David Cepin	David	Cepin	114-44 Sutphin Boulevard	Queens	NY	11435	(347) ~~233-4666~~ 233-2613

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Shah Islam*	Shah	Islam	TBD	Queens	NY	11434	(718) 908-2545
Mohammad Alam	Mohammad	Alam	207-06 Hollis Avenue	Queens Village	NY	11435	(718) 776-4000
Legendary Tax LLC*	Antonio	Vargas	TBD	Ridgewood	NY	11385	(718) 456-7100
Gary Stauber	Gary	Stauber	686 South Ave	Rochester	NY	14620	(585) 461-1040
Rico Hamilton	Rico	Hamilton	1530 Dewey Ave	Rochester	NY	14615	(585) ~~254-7252~~ 225-1040
~~Guardian Tax-Group LLC~~	~~Michael~~	~~Thompson~~	~~455 Nassau Rd~~	~~Roosevelt~~	~~NY~~	~~11575~~	~~(516) 415-1606~~
Brian Muller	Brian	Muller	1056 Altamont Ave	Schenectady	NY	12303	(518) 346-5084
Brian Muller	Brian	Muller	1121 State St	Schenectady	NY	12304	(518) 346-3670
Jessica Restrepo Mosquera	Jessica	Restrepo Mosquera	110-14 Merrick Blvd	St Albans	NY	11433	(718) 473-0134
LegalEye Consulting LLC	Lowrance	Fisher	1001 Clove Rd	Staten Island	NY	10301	(718) 448-8299
LegalEye Consulting LLC	Lowrance	Fisher	360 New Dorp Lane	Staten Island	NY	10306	(718) 667-8299
~~Platinum Tax-Ltd.~~	~~Anthony~~	~~Focca~~	~~1888 Hylan-Bld~~	~~Staten Island~~	~~NY~~	~~10305~~	~~(718) 351-8299~~
The Tax Ladies Services ~~Inc.~~ Incorporated	Maritza	Dudley	1440 Forest Ave	Staten Island	NY	10302	(718) 720-8299
The Tax Ladies Services ~~Inc.~~ Incorporated	Maritza	Dudley	2220 Forest Ave	Staten Island	NY	10303	(718) 301-8092
Vincent Ferrara	Vincent	Ferrara	3153 Victory Blvd	Staten Island	NY	10314	(718) 698-8299
Vincent Ferrara*	Vincent	Ferrara	TBD	Staten Island	NY	10305	(718) 698-8299
David Cepin	David	Cepin	46-23	Sunnyside	NY	11104	(718) 701-4662

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Greenpoint Ave				
Robert Mattice's Accounting & Tax Preparation Inc.	Robert	Mattice	2611 James St	Syracuse	NY	13206	(315) 431-2800
Gary O'Brien	Gary	O'Brien	470 2nd Ave	Troy	NY	12182	(518) 861-3679
Lloyd Newell	Lloyd	Newell	119 4th St	Troy	NY	12180	(518) 271-1940
Thompson Tax Business LLC	Michael	Thompson	536 Uniondale Ave	Uniondale	NY	11553	(516) 325-1627
Newburst Insurance and Financial Services Inc.	Chavelt	St Charles	135 E Merrick Road	Valley Stream	NY	11580	(516) 212-5220
Jennifer Ackerman	Jennifer	Ackerman	227 State St	Watertown	NY	13601	(315) 788-1720
Gary O'Brien	Gary	O'Brien	1007 19th St	Watervliet	NY	12189	(518) 273-6485
Mustapha Marseille	Mustapha	Marseille	462 Hempstead Turnpike	West Hempstead	NY	11552	(516) 385-1549
Thompson Tax Business LLC	Michael	Thompson	38 Colonial Springs Rd	Wheatley Heights	NY	11798	(631) 920-5620
A & V Taxes Westchester Inc.	Rattandeep	Singh	98 New Main St	Yonkers	NY	10701	(914) 619-1870
Mohammad Miah and MD Obaidullah Khan	MD	Khan	405 S Broadway	Yonkers	NY	10705	(914) 966-1100
JJMG Management LLC	Mark	Biscan	3235 Manchester Rd	Akron	OH	44319	(330) 644-4300
~~4-Real Partners~~ Joyce B. Jordan	~~Jerome~~ Joyce B. Jordan	~~Dickerson~~ Jordan	1117 S Arlington St	Akron	OH	44306	(330) 773-4700
~~4-Real Partners~~	~~Jerome~~	~~Dickerson~~	~~2495 Romig Rd~~	~~Akron~~	~~OH~~	~~44320~~	~~(330) 745-6507~~
~~4-Real Partners~~ Joyce B.	~~Jerome~~ Joyce B.	~~Dickerson~~ Jordan	705 Canton Road	Akron	OH	44312	(330) 850-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Jordan							
JMG-Management-LLC	Mark	Biscan	3235-Manchester-Rd	Akron	OH	44319	(330) 644-4300
Andrew Smolen	Andrew	Smolen	1724 E-Prospect	Ashtabula	OH	44004	(440) 992-6000
Michael Williams and Kevin Cunningham	Kevin	Cunningham	980 Old State Rte 74	Batavia	OH	45103	(513) 947-1100
LTS Eaton and Associates LLC	Derrick	Brownlee Sr.	1840 S Main St	Bellefontaine	OH	43311	(937) 599-1040
Alison Holland	Alison	Holland	712 Washington Blvd	Belpre	OH	45714	(740) 315-5274
Andrew Smolen	Andrew	Smolen	90 Boardman-Poland Rd	Boardman	OH	44512	(330) 953-1428
JMG Management LLC	Mark	Biscan	4347 W Tuscarawas Ave	Canton	OH	44708	(330) 479-1040
Kelly Hughes	Kelly	Hughes	221 N Bridge St	Chillicothe	OH	45601	(740) 779-3296
Jamaal Coleman	Jamaal	Coleman	3559 Springdale Rd	Cincinnati	OH	45251	(513) 827-9247
Lawson Financial Services LLC	John	Lawson	6361 Glenway Ave	Cincinnati	OH	45211	(513) 481-2670
Mas Tax Services LLC	Syed	Maricar	4152-Hamilton Ave	Cincinnati	OH	45223	(513) 827-9258
Mas Tax Services LLC	Syed	Maricar	916 Hempstead Dr	Cincinnati	OH	45231	(513) 522-4829
Mas Tax Services LLC	Syed	Maricar	4152 Hamilton Ave	Cincinnati	OH	45223	(513) 827-9258
Michael Williams	Michael	Williams	3767 Warsaw Ave	Cincinnati	OH	45205	(513) 921-8297
Michael-Williams	Michael	Williams	4627-Montgomery-	Cincinnati	OH	45212	(513) 924-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			~~Rd~~				
Pfizenmayer and Associates LLC	Gaby	Pfizenmayer	1657 E Kemper Rd	Cincinnati	OH	45246	(513) 551-5151
<u>Pinto & Associates LLC</u>	<u>Gina</u>	<u>Williams</u>	<u>4627 Montgomery Rd</u>	<u>Cincinnati</u>	<u>OH</u>	<u>45212</u>	<u>(513) 924-1040</u>
Renee Enterprises LLC	Tonya	Brown	456 North Court Street	Circleville	OH	43113	(740) 474-6000
Damico CPA Inc	Carrie	Damico	4264 Fulton Rd	Cleveland	OH	44144	(216) 351-1040
~~NJLB~~ <u>JPC Advisers Inc.</u>	~~Rachel~~ <u>John</u>	~~Ruffing~~ <u>Correnti</u>	6424 Detroit Ave	Cleveland	OH	44102	(216) 334-1040
Mary Methner	Mary	Methner	125 S Main St	Clyde	OH	43410	(419) 547-8086
Carla Buggs Gwinn	Carla	Gwinn	~~1406~~ <u>1691</u> Cleveland Ave	Columbus	OH	43211	(614) 297-1093
~~Carson Woods and Anthony Marucco~~	~~Carson~~	~~Woods~~	~~4930 W Broad St~~	~~Columbus~~	~~OH~~	~~43228~~	~~(614) 954-0005~~
Carson Woods and Anthony Marucco	Carson	Woods	616 Harrisburg Pike	Columbus	OH	43223	(614) 274-1040
~~Quality Tax Service One-LLC~~ <u>Carson Woods and Anthony Marucco</u>	~~Roxanna~~ <u>C arson</u>	~~Frazier~~ <u>Woods</u>	~~3467 E~~ <u>4930 W</u> Broad St	Columbus	OH	~~43213~~ <u>43228</u>	(614) ~~338-1040~~ <u>954-0005</u>
Tax Enterprises LLC	Tim	Chiu	5308 N Hamilton Rd	Columbus	OH	43230	(614) 855-5540
UK Enterprise Ltd	Umesh	Patel	5915 Karl Rd	Columbus	OH	43229	(614) 340-4488
~~4-Real Partners~~ <u>Joyce B. Jordan</u>	~~Jerome~~ <u>Joy ce</u>	~~Dickerson~~ <u>Jordan</u>	1251 Main ST	Cuyahoga Falls	OH	44221	(330) 630-1120
~~4-Real Partners~~ <u>Joyce B. Jordan</u>	~~Jerome~~ <u>Joy ce</u>	~~Dickerson~~ <u>Jordan</u>	891 Graham Rd	Cuyahoga Falls	OH	44221	(330) 923-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Pinto & Associates LLC	Gina	Williams	~~2193~~ ~~Miamisburg-~~ ~~Centerville-~~ ~~Rd~~ <u>243</u> <u>Springboro Pike</u>	Dayton	OH	~~45458~~ <u>454</u> <u>49</u>	~~(513)937~~ ~~257-4245~~ <u>567-048</u> <u>7</u>
Tina Davis and Angela Magee	Tina	Davis	5613 N Dixie Dr	Dayton	OH	45414	(937) 723-9577
John W. Gibson	John	Gibson	566 West Central Avenue	Delaware	OH	43015	(740) 417-4845
BRCS Inc.	Dean	Raab	5845 Karris Square Dr	Dublin	OH	43016	(614) 889-2200
LTS Eaton and Associates LLC	Derrick	Brownlee Sr.	1328 N Barron St	Eaton	OH	45320	(937) 336-5456
B&B Tax	Landon	Brockman	1882 S Maple Ave	Fairborn	OH	45324	(937) 528-1040
Pfizenmayer and Associates LLC	Gaby	Pfizenmayer	6679 Dixie Hwy	Fairfield	OH	45014	(513) 889-3626
Thomas Ackerman	Thomas	Ackerman	7430 Timberstone Dr	Findlay	OH	45840	(567) 250-8308
Thomas Ackerman	Thomas	Ackerman	150 Perry St	Fostoria	OH	44830	(419) 436-1401
Campbell Collective Ventures LLC	~~Dawna~~ <u>Chase</u>	~~Hagan~~ <u>Henders</u> <u>on</u>	213 S Main St	Franklin	OH	45005	(937) 550-9300
Haley S. Klein	Haley	Klein	1310 E State St	Fremont	OH	43420	(419) 355-9380
LTS Eaton and Associates LLC	Derrick	Brownlee Sr.	1324 Wagner Ave	Greenville	OH	45331	(937) 569-4327
Freedom 2576 LLC	Joseph	Holland	2576 London Groveport Rd	Grove City	OH	43123	(614) 801-0019
Johanna M. Torres	Johanna	Torres	1024 Main St	Hamilton	OH	45013	(513) 856-8400
Mark Couch	Mark	Couch	2039 South Erie Blvd	Hamilton	OH	45011	(513) 887-1040
Linda D. Goepper	Linda	Goepper	10548 Harrison Ave	Harrison	OH	45030	(513) 845-4467

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
John W. Gibson	John	Gibson	3816 Fishinger Blvd	Hilliard	OH	43026	(614) 710-1011
B&B Tax	Landon	Brockman	7079 Taylorsville RD	Huber Heights	OH	45424	(937) 233-2000
~~B&B Tax~~	~~Landon~~	~~Brockman~~	~~7760 Brandt Pike~~	~~Huber Heights~~	~~OH~~	~~45424~~	~~(937) 233-8291~~
Kimberly Allen	Kimberly	Allen	1221 S Water St	Kent	OH	44240	(330) 677-1045
CNJ Services LLC	Ronald	Schubert	702 N Memorial Dr	Lancaster	OH	43130	(740) 653-5829
Campbell Collective Ventures LLC	~~Dawna~~ Chase	~~Hagan~~ Henders on	726 E Main St	Lebanon	OH	45036	(513) 228-0330
D V Dortch LLC	Darryl	Dortch	2115 Allentown Rd	Lima	OH	45805	(419) 229-1040
CNJ Services LLC	Ronald	Schubert	827 W Hunter St	Logan	OH	43138	(740) 385-1065
~~4-Real Partners~~ Joyce B. Jordan	~~Jerome~~ Joyce B. Jordan	~~Dickerson~~ Jordan	3380 Oberlin Ave	Lorain	OH	44053	(440) 960-1040
Jordan Davis	Jordan	Davis	150 Gross Street	Marietta	OH	45750	(740) 434-5601
~~Quality Tax Service-One~~ Pfizenmayer and Associates LLC	~~Roxanna~~ Gaby	~~Frazier~~ Pfizenmayer	~~17801~~ 5544 State Route ~~31~~ 741	~~Marysville~~ Mason	OH	~~435~~ 5040	~~(614) 513-338-1040~~ 701-9090
Campbell Collective Ventures LLC	~~Dawna~~ Chase	~~Hagan~~ Henders on	4421 Roosevelt Blvd Suite L	Middletown	OH	45044	(513) 915-7000
Michael Williams and Kevin Cunningham	Kevin	Cunningham	1011 Old State Rte 28	Milford	OH	45150	(513) 248-0727
~~Andrew Smolen~~	~~Andrew~~	~~Smolen~~	~~1488 Mentor Ave~~	~~Painesville~~	~~OH~~	~~44077~~	~~(440) 352-4040~~
Hack Financial			26580 Dixie				

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
LLC	George	Hack	Hwy	Perrysburg	OH	43551	(419) 873-1040
B&B Tax	Landon	Brockman	531 N Main St	Piqua	OH	45356	(937) 615-1099
Alison Holland	Alison	Holland	100 W Main St	Pomeroy	OH	45769	(740) 444-5904
Mary Methner	Mary	Methner	313 Harrison St	Port Clinton	OH	43452	(419) 732-1776
D & D Tax Consulting Services LLC	Lecole	Daniels	1363 Brice Rd	Reynoldsburg	OH	43068	(614) 860-9774
LTS Eaton and Associates LLC	Derrick	Brownlee Sr.	537 N Vandemark Rd	Sidney	OH	45365	(937) 897-1099
Johanna M. Torres	Johanna	Torres	835 W Central Ave	Springboro	OH	45066	(937) 902-2375
Wyatt & Kendall LLC	William	Higgins	2081 E Main St	Springfield	OH	45503	(937) 322-2930
419 Tax LLC	Matthew	Lammon	5929 W Sylvania Ave	Sylvania Township	OH	43623	(419) 214-0834
Thomas Ackerman	Thomas	Ackerman	224 W Market St	Tiffin	OH	44883	(419) 448-1776
~~David Gang~~	~~David~~	~~Gang~~	~~4026 Secor RD~~	~~Toledo~~	~~OH~~	~~43623~~	~~(419) 480-1040~~
Gang Financial LLC	David	Gang	1722B W Laskey Rd	Toledo	OH	43613	(419) 480-1040
~~HackGang~~ Financial LLC*	~~GeorgeDavid~~	~~HackGang~~	~~12 E Bancroft St~~	Toledo	OH	~~43620~~ ~~43613~~	(419) ~~725-6032~~ ~~480-1040~~
Hack Financial LLC	George	Hack	515 Dorr St	Toledo	OH	43604	(419) 724-1040
<u>Hack Financial LLC</u>	<u>George</u>	<u>Hack</u>	<u>12 E Bancroft St</u>	<u>Toledo</u>	<u>OH</u>	<u>43620</u>	<u>(419) 725-6032</u>
Mark Grieselding and Dylan Grieselding	Dylan	Grieselding	4054 Airport Hwy	Toledo	OH	43615	(419) 720-1040
Mark Grieselding and Dylan Grieselding	Dylan	Grieselding	646 Main St	Toledo	OH	43605	(419) 720-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Yellow B Enterprise LLC	Brent	Cole	~~1641~~ <u>1105</u> W Sylvania Ave	Toledo	OH	43612	(419) 725-0511
~~Mark Couch*~~	~~Mark~~	~~Couch~~	~~TBD~~	~~Trenton~~	~~OH~~	~~45067~~	~~(513) 300-0065~~
B&B Tax	Landon	Brockman	19 S Norwich Rd	Troy	OH	45373	(937) 335-1099
Joseph Gagliano	Joseph	Gagliano	3219 Elm Rd	Warren	OH	44483	(330) 856-1040
Kyle Garth	Kyle	Garth	6832 Tylersville Rd	West Chester	OH	45069	(513) 777-8700
Campbell Collective Ventures LLC	~~Dawna~~ <u>Chase</u>	~~Hagan~~ <u>Henders</u> <u>on</u>	61 E Main St	Wilmington	OH	45177	(937) 382-1040
LTS Eaton and Associates LLC	Derrick	Brownlee Sr.	10 S Detroit St.	Xenia	OH	45385	(937) 374-0596
Brenda L Littlefield	Brenda	Littlefield	26325 S Hwy 125	Afton	OK	74331	(918) 257-8400
~~Demitrius-Williams~~	~~Demitrius~~	~~Williams~~	~~101 N-Commerce St~~	~~Ardmore~~	~~OK~~	~~73401~~	~~(580) 223-2220~~
~~TLC Tax Services Inc.~~	~~L. Kay~~	~~Cobb~~	~~915 N Elm Pl~~	~~Broken-Arrow~~	~~OK~~	~~74012~~	~~(918) 251-3776~~
Richey Health Solutions LLC	Randal	Richey	914 S 4th	Chickasha	OK	73018	(405) 551-8008
Michael W. Stanley	Michael	Stanley	~~302~~ <u>1140</u> S Lynn Riggs Blvd	Claremore	OK	74017	(918) 341-2229
Walnut Creek Enterprises LLC	Mark	Hollis	4633 SE 29th St	Del City	OK	73115	(405) 595-2478
~~William Holliday~~	~~William~~	~~Holliday~~	~~114 S Rock-Island Ave~~	~~El Reno~~	~~OK~~	~~73036~~	~~(405) 295-9991~~
Smart Taxes LLC	Brandy	Armstrong	913 SE Washington St	Idabel	OK	74745	(580) 286-4829
Martin Holdings LLC	Kimberly	Martin	60 NW Sheridan Rd	Lawton	OK	73505	(580) 581-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~CJ Accounting- Inc~~	~~Cheryl~~	~~Nichols~~	~~1204 E Carl- Albert Pkwy~~	~~McAlester~~	~~OK~~	~~74501~~	~~(918) 420-5652~~
Brenda L Littlefield	Brenda	Littlefield	2014 N Main	Miami	OK	74354	(918) 541-9911
Ismat Almouhtaseb	Ismat	Almouhtaseb	3623 N Mac Arthur Blvd	Oklahoma City	OK	73122	(405) 470-1414
Ismat Almouhtaseb	Ismat	Almouhtaseb	7911 W Hefner Rd	Oklahoma City	OK	73162	(405) 470-1414
~~Richard-ShanbourWalnut Creek Enterprises LLC~~	~~RichardMa rk~~	~~ShanbourHolli s~~	~~35031111 N Classen- BlvdMeridian Ave~~	Oklahoma City	OK	~~7311873107~~	(405) ~~604-0047947-3992~~
Walnut Creek Enterprises LLC	Mark	Hollis	10906 N Pennsylvania Ave	Oklahoma City	OK	73120	(405) 749-8299
~~Walnut Creek- Enterprises LLC~~	~~Mark~~	~~Hollis~~	~~1111 N- Meridian Ave~~	~~Oklahoma- City~~	~~OK~~	~~73107~~	~~(405) 947-3992~~
Walnut Creek Enterprises LLC	Mark	Hollis	6006 S Western Ave	Oklahoma City	OK	73139	(405) 606-2211
William Holliday*	William	Holliday	~~7461 NW 23rd StTBD~~	Oklahoma City	OK	~~7300873127~~	(405) 577-6977
Michael W. Stanley	Michael	Stanley	11626 E 86th St N	Owasso	OK	74055	(918) 272-2757
Michael W. Stanley	Michael	Stanley	430 W Wekiwa Rd	Sand Springs	OK	74063	(918) 245-1040
~~BMH Enterprises LLC~~	~~Bret~~	~~Hardee~~	~~706 W- 6th- Ave~~	~~Stillwater~~	~~OK~~	~~74074~~	~~(405) 338-9175~~
~~Michael W.- Stanley~~	~~Michael~~	~~Stanley~~	~~3151 S 129th- E Ave~~	~~Tulsa~~	~~OK~~	~~74134~~	~~(918) 663-8829~~
Michael W. Stanley	Michael	Stanley	4310 S Peoria Ave	Tulsa	OK	74105	(918) 508-2128
~~Michael W.- Stanley~~	~~Michael~~	~~Stanley~~	~~6139 E 21st St~~	~~Tulsa~~	~~OK~~	~~74114~~	~~(918) 895-6655~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Sanjay Parekh	Sanjay	Parekh	1132 S Memorial Dr	Tulsa	OK	74112	(918) ~~835-0888~~ 477-1040
William Holliday	William	Holliday	1300 W Vandament	Yukon	OK	73099	(405) 577-6977
Sandra Compher	Sandra	Compher	18045 SW Tualatin Valley	Beaverton	OR	97005	(503) 848-6100
~~Sandra Compher~~	~~Sandra~~	~~Compher~~	~~4525 SW Watson Ave~~	~~Beaverton~~	~~OR~~	~~97005~~	~~(503) 644-8269~~
Mag IV Inc.	Jenny	Magerle	839 E Pine St	Central Point	OR	97502	(541) 664-2429
T&C Tax Services LLC	Thomas	Ames	1601 W 7th Ave	Eugene	OR	97402	(541) 345-1040
Mag IV Inc.	Jenny	Magerle	110 SE K St	Grants Pass	OR	97526	(541) 955-0122
Mag IV Inc.	Jenny	Magerle	1607 Williams Hwy	Grants Pass	OR	97527	(541) 956-4415
~~Best Tax Filing LLC~~	~~Shuchi~~	~~Joshi~~	~~2020 NE Cornell Rd~~	~~Hillsboro~~	~~OR~~	~~97124~~	~~(503) 207-6738~~
Mag IV Inc.	Jenny	Magerle	3043 S Sixth St	Klamath Falls	OR	97603	(541) 883-1040
Mag IV Inc.	Jenny	Magerle	934 S Riverside Ave	Medford	OR	97501	(541) 773-8900
T&C Tax Services LLC	Thomas	Ames	1089 Medford Center	Medford	OR	97504	(541) 734-7276
Mag IV Inc.	Jenny	Magerle	2290 Newmark	North Bend	OR	97459	(541) 982-2209
Deborah Moore LLC	Deborah	Moore	16502 SE Division Street	Portland	OR	97236	(503) 477-4006
Sandra Compher	Sandra	Compher	940 NW Garden Valley Blvd	Roseburg	OR	97471	(541) 673-4847
T&C Tax Services LLC	Thomas	Ames	~~152 Main~~ 3161 Gateway St	Springfield	OR	97477	(541) ~~746-5611~~ 868-1395
T&C Tax Services	Thomas	Ames	~~3161~~ Gateway 152	Springfield	OR	97477	(541) ~~868-1395~~ 746-561

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
LLC			Main St				1
Sandra Compher	Sandra	Compher	106 E Central Ave	Sutherlin	OR	97479	(541) 459-8299
SOJ Tax LLC	Henry	LaRance	210 North Pacific Hwy	Talent	OR	97540	(541) 625-0550
Jeffrey A. Musall	Jeffrey	Musall	11535 SW Durham Rd	Tigard	OR	97224	(503) 747-4181
SOJ Tax LLC	Henry	LaRance	7588 Highway 62	White City	OR	97503	(541) 826-0641
Gulshan Shaheen	Gulshan	Shaheen	806 S 8th Street	Allentown	PA	18103	(929) 232-5763
Jeremy Fajardo	Jeremy	Fajardo	1306 Hamilton ST	Allentown	PA	18102	(484) 221-8145
J. Raymond Fletcher and Michael J. Pesta	J. Raymond	Fletcher	308 Frankstown Road	Altoona	PA	16602	(814) 940-1944
Quiver & Arrow LLC	Martin	Cunningham	22 N Main S	Ambler	PA	19002	(267) 803-6345
~~Raymond-DeSena~~	~~Raymond~~	~~DeSena~~	~~3446- Freemansburg- Ave~~	~~Bethlehem~~	~~PA~~	~~18020~~	~~(610) 691-2551~~
Raymond DeSena	Raymond	DeSena	54 E Broad St	Bethlehem	PA	18018	(610) 849-2278
Raymond DeSena	Raymond	DeSena	3446 Freemansburg Ave	Bethlehem	PA	18020	(610) 691-2551
McFarmer Inc.	Janice	Farmer	4511 A Edgmont Ave	Brookhaven	PA	19015	(610) 876-9395
Mihalka Enterprises Inc	Mark	Mihalka	41 S Main St	Carbondale	PA	18407	(570) 281-8555
Coatesville Community Rising LLC*	Angela	Hunter	~~209 E Lincoln- Hwy~~ TBD	Coatesville	PA	19320	(484) ~~784-5261~~ 364-490 3
Quiver & Arrow LLC	Martin	Cunningham	1007 N Easton RD	Doylestown	PA	18902	(267) 803-6345
Mihalka			131 S Blakely				

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Enterprises Inc	Mark	Mihalka	St	Dunmore	PA	18512	(570) 983-2274
Eugenia Laux	Eugenia	Laux	357 W Johnson Hwy	East Norriton	PA	19401	(484) 681-5450
Raymond DeSena	Raymond	DeSena	~~110 S Third St~~ <u>1555 Northampton Street</u>	Easton	PA	18042	(610) ~~829-1471~~ <u>438-1195</u>
Raymond DeSena	Raymond	DeSena	~~1555 Northampton Street~~ <u>110 S Third St</u>	Easton	PA	18042	(610) ~~438-1195~~ <u>829-1471</u>
Mihalka Enterprises Inc	Mark	Mihalka	19B Gateway Shopping Center	Edwardsville	PA	18704	(570) 288-4007
DL&K Taxes LLC	Donald	Dombach	36 E Main St	Ephrata	PA	17522	(717) 733-0750
1040 LLC	Jason	Williams	652 W 38th St	Erie	PA	16508	(814) 866-1232
~~TAXPREP LLC~~	~~Jason~~	~~Williams~~	~~1260 E 26th St~~	~~Erie~~	~~PA~~	~~16504~~	~~(814) 455-5444~~
TAXPREP LLC	Jason	Williams	3320 Buffalo Rd	Erie	PA	16510	(814) 899-2130
TAXPREP LLC	Jason	Williams	~~902~~ <u>1260</u> E ~~26th~~ St	Erie	PA	1650 <u>74</u>	(814) ~~456-4512~~ <u>455-5444</u>
~~Quiver & Arrow LLC~~	~~Martin~~	~~Cunningham~~	~~4839 E Street Rd~~	~~Feasterville-Treose~~	~~PA~~	~~19053~~	~~(267) 803-6345~~
Eugenia Laux	Eugenia	Laux	1708 Tilden Ridge Dr	Hamburg	PA	19526	(484) 660-3560
MMMP Enterprises Inc.	Mark	Mihalka	844 Sans Souci Pkwy	Hanover Twp	PA	18706	(570) 208-5313
<u>Basil Papoutsis</u>	<u>Basil</u>	<u>Papoutsis</u>	<u>1259 Derry St</u>	<u>Harrisburg</u>	<u>PA</u>	<u>17104</u>	<u>(717) 564-1007</u>
Basil Papoutsis	Basil	Papoutsis	1100 S 29th St	Harrisburg	PA	17111	(717) 564-1007
~~Basil Papoutsis~~	~~Basil~~	~~Papoutsis~~	~~1259 Derry St~~	~~Harrisburg~~	~~PA~~	~~17104~~	~~(717) 564-1007~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Quiver & Arrow LLC	Martin	Cunningham	120 S York RD	Hatboro	PA	19040	(267) 803-6345
Thomas Jarosick	Thomas	Jarosick	1255 Scalp Ave	Johnstown	PA	15904	(814) 201-1652
DL&K Taxes LLC	Donald	Dombach	18 S Prince St	Lancaster	PA	17603	(717) 509-1850
DL&K Taxes LLC	Donald	Dombach	594 Centerville Rd	Lancaster	PA	17601	(717) 788-3610
~~Richard McCall~~	~~Richard~~	~~McCall~~	~~3 N Lansdowne Ave~~	~~Lansdowne~~	~~PA~~	~~19050~~	~~(610) 259-2825~~
Clement Ogunyemi	Clement	Ogunyemi	806 Cumberland St	Lebanon	PA	17042	(717) 273-4616
<u>Marjorie Callaghan and Michael Callaghan</u>	<u>Marjorie</u>	<u>Callaghan</u>	<u>790 West King St</u>	<u>Littlestown</u>	<u>PA</u>	<u>17340</u>	<u>(717) 680-2073</u>
Troy Owen	Troy	Owen	~~109 Market St~~ <u>1633 Pacific Avenue</u>	~~Leechburg~~ <u>Natrona Heights</u>	PA	~~15656~~ <u>15065</u>	~~(724) 878-845-3339~~ <u>250-1440</u>
Troy Owen	Troy	Owen	868 Fourth Ave	New Kensington	PA	15068	(724) 339-1922
Hyguens Barjon	Hyguens	Barjon	7147 Ogontz Ave	Philadelphia	PA	19138	(215) 377-9267
<u>KBS Tax Service Inc</u>	<u>Kamil</u>	<u>Salter</u>	<u>5622 N 5th St</u>	<u>Philadelphia</u>	<u>PA</u>	<u>19120</u>	<u>(215) 276-9400</u>
KBS Tax Service Inc	Kamil	Salter	137 W Cheltenham Ave	Philadelphia	PA	19144	(215) 991-9400
~~KBS Tax Service Inc~~	~~Kamil~~	~~Salter~~	~~2141 Cottman Ave~~	~~Philadelphia~~	~~PA~~	~~19149~~	~~(267) 428-0200~~
KBS Tax Service Inc	Kamil	Salter	~~4847~~ <u>5731</u> N Broad St	Philadelphia	PA	19141	~~(215) 267-966-1485~~ <u>428-0240</u>
KBS Tax Service Inc	Kamil	Salter	4903 Frankford Ave	Philadelphia	PA	19124	(267) 423-4900
KBS Tax Service							(215)

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Inc	Kamil	Salter	~~5622~~ 4847 N 5th Broad St	Philadelphia	PA	~~19120~~ 19141	~~276-9400~~ 966-1485
KBS Tax Service Inc**	Kamil	Salter	~~5731 N Broad St~~ 2141 Cottman Ave	Philadelphia	PA	191419	(267) 428-024000
Kokou M. Logossou	Kokou	Logossou	141 S 52nd St	Philadelphia	PA	19139	(267) 969-3996
Kokou M. Logossou	Kokou	Logossou	1411 W Erie Ave	Philadelphia	PA	19140	(215) 225-2195
<u>Kokou M. Logossou</u>	<u>Kokou</u>	<u>Logossou</u>	<u>935 N Broad St</u>	<u>Philadelphia</u>	<u>PA</u>	<u>19123</u>	<u>(215) 765-2536</u>
Kokou M. Logossou	Kokou	Logossou	519 Adams Ave	Philadelphia	PA	19120	(215) 725-2968
~~Kokou M. Logossou~~ Terrell Gray	~~Kokou~~ Terrell	~~Logossou~~ Gray	~~935 N Broad St~~ 4519 Liberty Ave	~~Philadelphia~~ aPittsburgh	PA	~~19123~~ 15224	~~(215) 412-765-2536~~ 291-8937
Terrell Gray	Terrell	Gray	2205 Ardmore Blvd	Pittsburgh	PA	15221	(412) 271-6060
Terrell Gray	Terrell	Gray	4519 Liberty Ave	Pittsburgh	PA	15224	(412) 688-7370
Mihalka Enterprises Inc	Mark	Mihalka	~~145 S Main~~ 26 Laurel St	Pittston	PA	18640	(570) 883-7829
Mihalka Enterprises Inc	Mark	Mihalka	~~26 Laurel~~ 145 S Main St	Pittston	PA	18640	(570) 883-7829
Mihalka Enterprises Inc	Mark	Mihalka	9 N River St	Plains	PA	18705	(570) 822-4070
Quiver & Arrow LLC	Martin	Cunningham	20 North York Street	Pottstown	PA	19464	(610) 705-0539
United Integrity Tax Group LLC	Kimberly	Ervin	515 S West End Blvd	Quakertown	PA	18951	(215) 536-1969
Eugenia Laux	Eugenia	Laux	319 N 5th St	Reading	PA	19601	(610) 750-5960
Eugenia Laux	Eugenia	Laux	3215 N 5th	Reading	PA	19605	(610) 898-0811

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Street Hwy				
~~Mihalka-Enterprises-Inc~~ ~~Eugenia Laux~~	~~Mark~~ <u>Eugenia</u>	~~Mihalka~~ <u>Laux</u>	~~735-Oak~~ <u>319 N 5th St</u>	~~Scranton~~ <u>Reading</u>	PA	~~18508~~ <u>19601</u>	~~(570)610~~ ~~342-2820~~ <u>750-5960</u>
Mihalka Enterprises Inc	Mark	Mihalka	913 S Washington Ave	Scranton	PA	18505	(570) 343-7820
<u>Mihalka Enterprises Inc</u>	<u>Mark</u>	<u>Mihalka</u>	<u>735 Oak St</u>	<u>Scranton</u>	<u>PA</u>	<u>18508</u>	<u>(570) 342-2820</u>
Thomas Jarosick	Thomas	Jarosick	1490 N Center Ave	Somerset	PA	15501	(814) 201-1990
Susan Ward**	Susan	Ward	184 E Tioga St	Tunkhannock	PA	18657	(570) 836-2325
Natashia Klos	Natashia	Klos	459 Connellsville ST	Uniontown	PA	15401	(724) 550-4016
Diallo Brothers LLC.	Diallo	Souleymane	130 S State Road	Upper Darby	PA	19082	(484) 462-3057
Natashia Klos	Natashia	Klos	596 W Chestnut St	Washington	PA	15301	(724) 249-2416
Elite Tax Services LLC	Tara	May	2104 E Main St	Waynesboro	PA	17268	(717) 749-7396
The Tax Squad LLC	Donna	Smiley	929 South High Street	West Chester	PA	19382	(610) 696-5540
Mihalka Enterprises Inc	Mark	Mihalka	235 E Broad St	West Hazleton	PA	18202	(570) 501-1240
MMMP Enterprises Inc.	Mark	Mihalka	30 S Main St	Wilkes Barre	PA	18701	(570) 208-1096
DL&K Taxes LLC	Donald	Dombach	13 W Market St	York	PA	17401	(717) 848-4051
DL&K Taxes LLC	Donald	Dombach	13 W Market St	York	PA	17401	(717) 848-4051
Bailey Bear LLC	John	Palana	35 Sandy Bottom Rd	Coventry	RI	02816	(401) 825-7799

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
PEP Tax Preparation Inc	Paul	Pliakas	2775 Pawtucket Ave	East Providence	RI	02914	(401) 572-3644
SD Tax Inc.	Steven	DeMedeiros	1450 Atwood Ave	Johnston	RI	02919	(401) 455-1040
~~Lawrence-Walsh~~ Sakonnet Tax Preparation LLC	Larry	Walsh	238 E Main RD 5	Middletown	RI	02842	(401) 849-3888
Patriot Financial Services LLC	Vishruta	Parikh	863 Newport Ave	Pawtucket	RI	02861	(401) 729-1040
Noshina Khalid	Noshina	Khalid	671 N Main St	Providence	RI	02904	(401) 228-3456
~~Lawrence-Walsh~~ Sakonnet Tax Preparation LLC	Larry	Walsh	544 Kingstown Rd	Wakefield	RI	02879	(401) 782-8297
~~Lawrence-Walsh~~ Sakonnet Tax Preparation LLC	Larry	Walsh	630 Metacom Ave	Warren	RI	02885	(401) 254-2300
PRP Inc*	Richard	Wolfe	TBD	Warwick	RI	02893	(401) 932-7925
Patriot Financial Services LLC	Vishruta	Parikh	56 Social St	Woonsocket	RI	02895	(401) 766-0096
Temeyka-Scott	Temeyka	Scott	681 Silver-Bluff Rd	Aiken	SC	29803	(803) 550-7387
Pentax LLC	Mercedes	Curry	211 Hwy 28-Bypass	Anderson	SC	29624	(864) 226-4777
Pentax LLC	Mercedes	Curry	3015 E North-St	Anderson	SC	29625	(864) 226-7778
Tax Pros of the LowCountry LLC	Alberto	Tapia	860 Parris Island Gateway	Beaufort	SC	29906	(843) 522-8488
Clatwork LLC	George	Leverett	132 Kerr St	Belvedere	SC	29841	(803) 426-1168
Aliya Akhtar	Aliya	Akhtar	226 Hwy 15-401 Bypass	Bennettsville	SC	29512	~~(843) 854~~ 456-5222544-115

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			E				1
TaxBiz Partners LLC	Terri	Brashears	1008 Fording Island Road	Bluffton	SC	29910	(843) 836-1040
GL Financial LLC	Christopher	Wulforst	110 Rainbow Lake Rd	Boiling Springs	SC	29316	(864) 578-4829
Sherry L. Duncan	Sherry	Duncan	620 W DeKalb St	Camden	SC	29020	(803) 432-3232
YBS Solutions LLC	Henry	Young	1631 JA Cochran Bypass	Chester	SC	29706	(803) 620-3401
YBS Solutions LLC	Henry	Young	745 Bethel St	Clover	SC	29710	(803) 810-6570
Aliya Akhtar	Aliya	Akhtar	7120 Two Notch Rd	Columbia	SC	29223	(803) 865-3334
Aliya Akhtar	Aliya	Akhtar	2000 Clemson Rd	Columbia	SC	29229	(803) 419-3900
Aliya Akhtar	Aliya	Akhtar	6129 N Main St	Columbia	SC	29203	(803) 754-0498
Aliya Akhtar	Aliya	Akhtar	~~7120 Two-Notch~~ 7509 Garners Ferry Rd	Columbia	SC	~~29223~~ 29209	(803) ~~865-3334~~ 638-4634
Aliya Akhtar*	Aliya	Akhtar	TBD	Columbia	SC	29208	(803) 638-4634
Beverly Lewis-Haynes	Beverly	Lewis-Haynes	9003 Two Notch Rd	Columbia	SC	29223	(803) 736-7793
~~Tax Team Two-LLC~~	~~Larry~~	~~Slaughter~~	~~551 St. Andrews Road~~	~~Columbia~~	~~SC~~	~~29210~~	~~(803) 450-4500~~
~~Temeyka Scott~~	~~Temeyka~~	~~Scott~~	~~7509I Garners Ferry Rd~~	~~Columbia~~	~~SC~~	~~29209~~	~~(803) 550-7387~~
Neville Mahoney	Neville	Mahoney	2803 Church Street	Conway	SC	29526	(843) 369-1040
Aliya Akhtar	Aliya	Akhtar	1104 A Hwy 301 North	Dillon	SC	29536	(843) 774-5999
~~Pentax LLC~~	~~Mercedes~~	~~Curry~~	~~6725B Calhoun-~~	~~Easley~~	~~SC~~	~~29640~~	~~(864) 855-1040~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Memorial Highway				
Sherry L. Duncan	Sherry	Duncan	2474 Main Street	Elgin	SC	29045	(803) 408-3990
Angela Coleman and Timothy Coleman	Timothy	Coleman	1356 James Jones Ave	Florence	SC	29505	(843) 669-4655
Angela Coleman and Timothy Coleman	Timothy	Coleman	1927 B West Palmetto St	Florence	SC	29501	(843) 665-5593
YBS Solutions LLC	Henry	Young	705 Crossroads Plaza	Fort Mill	SC	29708	(803) 620-3200
E&S Financial Group LLC	Sherry	Kelly	245 Reeves St	Greenville	SC	29605	(864) 233-8611
Pentax LLC	Mercedes	Curry	201 Montague Ave	Greenwood	SC	29649	(864) 223-6585
WJ Business Services INC	Wayne	Johnson	217 W Wade Hampton Blvd	Greer	SC	29650	(864) 968-8144
Shnickqua Aiken	Shnickqua	Aiken	1750 C Remount Rd	Hanahan	SC	29406	(843) 225-7987
Tax Team LLC	Larry	Slaughter	7467 St Andrews Rd	Irmo	SC	29063	(803) 732-7025
Pentax LLC	Mercedes	Curry	209 Hillcrest Dr	Laurens	SC	29360	(864) 681-8100
Tax Team Two LLC	Larry	Slaughter	1123 South Lake Dr	Lexington	SC	29073	(803) 951-0627
Melissa Farmer	Melissa	Farmer	2510 E Hwy 76	Marion	SC	29571	(843) 275-9975
VFM LLC	Susan	Vatell	3713 Renee Dr	Myrtle Beach	SC	29579	(843) 903-1040
SKH Holdings LLC	Tammy Kay	Hastings	7400 Rivers Ave	North Charleston	SC	29406	(843) 225-2288
TL2 Accounting LLC	Tamara	Lee	574 Hwy 17 N	North Myrtle Beach	SC	29582	(843) 399-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Derrick Green	Derrick	Green	1000 B Chestnut Street	Orangeburg	SC	29115	(803) 534-8108
Derrick Green	Derrick	Green	743 John C Calhoun Dr	Orangeburg	SC	29115	(803) 534-8115
~~Pentax LLC~~	~~Mercedes~~	~~Curry~~	~~2700 Gentry Memorial Hwy~~	~~Pickens~~	~~SC~~	~~29671~~	~~(864) 507-3110~~
YBS Solutions LLC	Henry	Young	123 S Herlong Ave	Rock Hill	SC	29732	(803) 620-3300
YBS Solutions LLC	Henry	Young	1242 E Main St	Rock Hill	SC	29730	(803) 620-3400
GL Financial LLC	Christopher	Wulforst	1521 Asheville Hwy	Spartanburg	SC	29303	(864) 573-0058
GL Financial LLC	Christopher	Wulforst	505 W Main St	Spartanburg	SC	29301	(864) 606-3665
Joyce McCabe	Joyce	McCabe	263 Broad St	Sumter	SC	29150	(803) 418-0123
Joyce McCabe	Joyce	McCabe	1307 Peach Orchard Rd	Sumter	SC	29154	(803) 494-3963
~~Joyce McCabe~~	~~Joyce~~	~~McCabe~~	~~263 Broad St~~	~~Sumter~~	~~SC~~	~~29150~~	~~(803) 418-0123~~
Joyce McCabe	Joyce	McCabe	303 S Lafayette Blvd	Sumter	SC	29150	(803) 883-5388
VFM LLC	Susan	Vatell	2278 Glenns Bay Rd	Surfside Beach	SC	29575	(843) 357-8821
Lisa D. Hembree	Lisa	Hembree	3 Benton Rd	Travelers Rest	SC	29690	(864) 834-9878
~~Temeyka-Scott Fowlers Income Tax Service~~	~~Temeyka Jerry~~	~~Scott Fowler~~	~~2261 Augusta Rd 1079 Filbert Highway~~	~~West Columbia York~~	SC	~~29169~~ 29745	(803) ~~550-7387~~ 620-2355
~~Pentax LLC~~	~~Mercedes~~	~~Curry~~	~~902 N Main St~~	~~Woodruff~~	~~SC~~	~~29388~~	~~(864) 670-9590~~
Bulldog Financial LLC	David	Yost	102 S Egan Ave	Madison	SD	57042	(605) 427-1829
Tina M. Hill	Tina	Hill	101 E. Main St	Pine Ridge	SD	57770	(605) 867-2380

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
ZK Tax LLC	Zanobia	Oliver	~~1225~~ 532 E ~~St~~ ~~Patrick~~ Anamos a St	Rapid City	SD	57701	(605) ~~721-7685~~ 716-217 1
ZK Tax LLC	Zanobia	Oliver	~~532~~ 1225 E ~~Anamosa~~ St Patrick St	Rapid City	SD	57701	(605) ~~716-2171~~ 721-768 5
Crystal Carlson	Crystal	Carlson	~~5604 W 41st~~ ~~St~~ 227 N Kiwanis Ave	Sioux Falls	SD	571064	(605) 271-3123
Kristine Lewis	Kristine	Lewis	720 N 11th St	Spearfish	SD	57783	(605) 717-2427
Carol Elliott	Carol	Elliott	1402 Decatur Pike	Athens	TN	37303	(423) 746-1200
Robin Wininger	Robin	Wininger	3200 Hwy 126	Blountville	TN	37617	(423) 279-1040
Thomas Jarosick	Thomas	Jarosick	700 State St	Bristol	TN	37620	(423) 212-3052
~~Tilcam Services- Group LLC~~	~~Markee~~	~~Tate~~	~~3416 Rossville~~ ~~Blvd~~	~~Chattanooga~~ ~~a~~	~~TN~~	~~37407~~	~~(423) 321-8051~~
Rima Usanova	Rima	Usanova	1503 Ft Campbell Blvd	Clarksville	TN	37042	(931) 933-8934
Bertina Winchek	Bertina	Winchek	1202 S James M Campbell Blvd	Columbia	TN	38401	(931) 982-6473
~~AALA Enterprise- LLC~~	~~Laila~~	~~Jasani~~	~~7995 Fischer-~~ ~~Steel Rd~~	~~Cordova~~	~~TN~~	~~38018~~	~~(901) 729-6265~~
~~Sana-~~ ~~Meghani~~ ~~Asna~~ ~~Bhaidani~~	~~Sana~~ ~~Asna~~	~~Meghani~~ ~~Bhaid~~ ~~ani~~	448 Highway 51	Covington	TN	38019	(901) 313-9680
Walker Intown Renewal LLC	Arbie	Walker Connor	209 S Royal Oaks Blvd	Franklin	TN	37064	(615) 790-1216
Walker Intown Renewal LLC*	Arbie	Walker Connor	TBD	Franklin	TN	~~37135~~ 372 03	(~~404~~ 615) ~~405-1564~~ 790-121 6
M & A Management LLC	Amanda	Henry	235 E Broadway Blvd	Jefferson City	TN	37760	(865) 262-9200

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Karen Cook~~	~~Karen~~	~~Cook~~	~~1005 N Roan St~~	~~Johnson City~~	~~TN~~	~~37601~~	~~(423) 929-1090~~
Karen Cook	Karen	Cook	3101 W Market St	Johnson City	TN	37604	(423) 929-1090
<u>Karen Cook*</u>	<u>Karen</u>	<u>Cook</u>	<u>TBD</u>	<u>Johnson City</u>	<u>TN</u>	<u>37615</u>	<u>(423) 929-1090</u>
Melissa D Graham	Melissa	Graham	1229 N Eastman Rd	Kingsport	TN	37664	(423) 246-3050
Robin Wininger	Robin	Wininger	3905 A Fort Henry Dr	Kingsport	TN	37663	(423) 239-9858
Tony Allen	Tony	Allen	1200 Lynn Garden Dr	Kingsport	TN	37665	(423) 239-8291
Daneisha LLC	Mahmood	Dhanani	2832 East Magnolia Avenue	Knoxville	TN	37917	(865) 249-6950
~~Daneisha LLC~~	~~Mahmood~~	~~Dhanani~~	~~5917 Chapman Hwy~~	~~Knoxville~~	~~TN~~	~~37920~~	~~(865) 851-3799~~
Tommy Smith	Tommy	Smith	2001 N Broadway	Knoxville	TN	37917	(865) 337-7105
Tommy Smith	Tommy	Smith	102 N Massachusetts Ave	La Follette	TN	37766	(423) 437-8712
~~Thomas Jarosick*~~	~~Thomas~~	~~Jarosick~~	~~TBD~~	~~Lake City~~	~~TN~~	~~37716~~	~~(814) 242-2609~~
LCMA Financial Services LLC	Christine	Lockhart	514B W Main St	Lebanon	TN	37087	(615) 547-6301
Thomas Jarosick	Thomas	Jarosick	820 US Hwy 321	Lenoir City	TN	37771	(865) 224-3353
~~Orion Inc. Walker Intown Renewal LLC~~	~~Mary Arbie~~	~~Hobbs Walker Connor~~	~~2139 E Broadway Ave 129 Gallatin Pike N~~	~~Maryville Madison~~	TN	~~37804 37115~~	~~(865) 615 983-5066 475-844 4~~
Orion Inc.	Mary	Hobbs	311 Foothills Mall Dr	Maryville	TN	37801	(865) 982-9550

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Orion Inc.	Mary	Hobbs	2139 E Broadway Ave	Maryville	TN	37804	(865) 983-5066
~~Sana-Meghani~~ Sana Asna Bhaidani	~~Sana~~ Asna	~~Meghani~~ Bhaidani	7257 Winchester Rd	Memphis	TN	38125	(901) 737-5230
M & A Management LLC	Amanda	Henry	1129 East Morris Blvd	Morristown	TN	37813	(423) 307-5161
Dwight Dye	Dwight	Dye	1409 NW Broad St	Murfreesboro	TN	37129	(615) 624-8137
Walker Intown Renewal LLC	Arbie	Walker Connor	~~3318-Nolensville-Pike~~ 908 Gallatin Ave	Nashville	TN	~~37211~~ 37206	(615) ~~801-8400~~ 622-5770
~~Walker Intown Renewal LLC~~	~~Arbie~~	~~Walker Connor~~	~~3511 Gallatin Pike~~	~~Nashville~~	~~TN~~	~~37216~~	~~(615) 622-5770~~
Walker Intown Renewal LLC	Arbie	Walker Connor	519 Donelson Pike	Nashville	TN	37214	(615) 622-6074
Walker Intown Renewal LLC	Arbie	Walker Connor	3312 Nolensville Pike	Nashville	TN	37211	(615) 395-5094
Walker Intown Renewal LLC*	Arbie	Walker Connor	TBD	Nashville	TN	37203	~~(404) 615~~ 405-1564 395-5094
Mohawk Investments Inc.	Mark	Phillips	401 W Broadway St	Newport	TN	37821	(423) 625-9199
Thomas Jarosick	Thomas	Jarosick	~~361 S Illinois Ave~~ 853 Main St W	Oak Ridge	TN	37830	(865) 224-3850
LaDonna K. Presley	LaDonna	Presley	405 S Armstrong Rd	Rogersville	TN	37857	(423) 921-8773
Melissa D Graham	Melissa	Graham	1006 Parkway	Sevierville	TN	37862	(865) ~~323-6524~~ 365-1538
~~Neel Patel Tax Group LLC*~~	Neel	Patel	~~TBD~~ 1608 North Main St.	Shelbyville	TN	37160	~~(972) 931~~ 408-7711 773-303

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
							<u>5</u>
Dwight Dye	Dwight	Dye	307 N Lowry St	Smyrna	TN	37167	(615) 930-5147
~~Tye Brooks~~	~~Tye~~	~~Brooks~~	~~3301 S 14th St~~	~~Abilene~~	~~TX~~	~~79605~~	~~(325) 244-6116~~
Tye Brooks	Tye	Brooks	3510 N First St	Abilene	TX	79603	(325) 676-1040
~~RGV Taxperts-LLC~~	~~Kamlesh~~	~~Bhakta~~	~~1037 W- Duranta Ave~~	~~Alamo~~	~~TX~~	~~78516~~	~~(956) 621-4849~~
A5 Inc.	Jack	Williams	3305 E Amarillo Blvd	Amarillo	TX	79107	(806) 383-0380
A5 Inc.*	Jack	Williams	TBD	Amarillo	TX	79101	~~(907) 806~~ ~~350-4119~~ <u>383-0380</u>
~~Jody Bills and- Abby Bills~~	~~Jody~~	~~Bills~~	~~709 N Powell- Parkway~~	~~Anna~~	~~TX~~	~~75409~~	~~(214) 973-1094~~
Fiesta Financial Services LLC	Bilal	Siddiqi	2304 N Collins St	Arlington	TX	76011	(817) 274-9957
~~First Pitch LLC~~	~~J. Scott~~	~~Kirk~~	~~1502 S Collins~~	~~Arlington~~	~~TX~~	~~76010~~	~~(817) 276-9915~~
~~First Pitch LLC~~	~~J. Scott~~	~~Kirk~~	~~2141 S Collins~~	~~Arlington~~	~~TX~~	~~76010~~	~~(817) 274-2900~~
~~First Pitch LLC~~	~~J. Scott~~	~~Kirk~~	~~2425 SE Green Oaks Blvd~~	~~Arlington~~	~~TX~~	~~76018~~	~~(817) 465-1099~~
~~First Pitch LLC~~	~~J. Scott~~	~~Kirk~~	~~5975 S Cooper St~~	~~Arlington~~	~~TX~~	~~76017~~	~~(817) 465-4829~~
CTS Tax Services LLC	Teri	Rogers	734 E Corsicana	Athens	TX	75751	(903) 264-1040
~~Alamo Tax- Services LLC*~~	~~Salman~~	~~Maknojia~~	~~TBD~~	~~Aubrey~~	~~TX~~	~~76227~~	~~(214) 755-3993~~
Joe Ferrill and Annie Foss	Joe	Ferrill	615 Slaughter Ln	Austin	TX	78748	(512) 284-7470
~~JJR&R1- Inc.~~ Jonathan M. Voigt	~~Justin~~ Jonathan M. Voigt	Voigt	109 S Hasler Blvd	Bastrop	TX	78602	(512) 321-7775

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Sana-Meghani-and-Salman-Virani~~ Dream Tax Services Inc	~~Salman~~ Sulman	Virani	4611 Garth Road	Baytown	TX	77521	(281) 838-8530
~~Sana-Meghani-and-Salman-Virani*~~	~~Salman~~	~~Virani~~	~~TBD~~	~~Baytown~~	~~TX~~	~~77523~~	~~(832) 875-1454~~
David R. James	David	James	115 N 11th St	Beaumont	TX	77702	(409) 833-1810
North Dallas Wireless LLC	William	Lockett	814 E Villa Maria	Bryan	TX	77802	(979) 595-1040
Luis Flores	Luis	Flores	503 W Pena St	Carrizo Springs	TX	78834	(830) 876-3476
Texans Tax Time LLC	Sahar	Ikram	1220 N Josey Ln	Carrollton	TX	75006	(972) 418-4900
Mahmood M. Dhanani	Mahmood	Dhanani	125 N Clark Rd	Cedar Hill	TX	75104	(972) 293-3829
Hai N. Knepper	Hai N.	Knepper	109 N Bell Blvd	Cedar Park	TX	78613	(512) 535-1824
Jennie Wahid	Jennie	Wahid	509 S Washington	Cleveland	TX	77327	~~(281) 832)~~ ~~593-1667~~ 480-5035
William Daniels	William	Daniels	1108 N Loop 336 W	Conroe	TX	77301	(936) 272-0077
Joe Ferrill and Annie Foss	Joe	Ferrill	2773 S. Staples St.	Corpus Christi	TX	78404	(361) 444-5110
~~Charles-Garcia~~ Waye to Success Financial Services Inc.	~~Charles~~ Brian	~~Garcia~~ Waye	26281 Northwest Fwy	Cypress	TX	77429	(281) 304-7300
Essaul Financials Inc.	Sara	Alcala	~~1314 West Davis St~~ 516 S Hampton Rd	Dallas	TX	75208	(972) 807-2726
Govea Financial Services LLC	Miguel	Govea	7914 Spring Valley Rd	Dallas	TX	75254	(972) 404-8200

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Isabel Gomez	Isabel	Gomez	2731 W Northwest Hwy	Dallas	TX	75220	(214) 366-4421
Kings Multiservices LLC	Mary	Flores	8014 Harry Hines Blvd	Dallas	TX	75235	(~~972~~ 214) ~~567-4381~~ 600-8014
Kubera Prosperity LLC	Rajan	Krishnamoorthy	4043 E Trinity Mills Rd	Dallas	TX	75287	(214) 483-6829
Mahmood M. Dhanani	Mahmood	Dhanani	333 S Saint Augustine Dr	Dallas	TX	75217	(214) ~~225-0926~~ 792-9026
~~Mark Fundoh~~	~~Mark~~	~~Fundoh~~	~~3936 S Polk St~~	~~Dallas~~	~~TX~~	~~75224~~	~~(214) 815-8400~~
P&C Financial Services LLC	~~Patrick~~ Crystal	Onuoha	4343 W Camp Wisdom Rd	Dallas	TX	75237	(214) 337-7737
Yesica Lopez**	Yesica	Lopez	10622 Garland Rd	Dallas	TX	75218	(214) 324-2888
~~Calvin R. Henderson~~	~~Calvin~~	~~Henderson~~	~~3306 Center St~~	~~Deer Park~~	~~TX~~	~~77536~~	~~(281) 479-1040~~
Gilbert Mercado and Irmario Mercado	Irmario	Mercado	100 Center Dr	Del Rio	TX	78840	(830) 775-4800
V Mira LLC*	Aamir	Memon	~~TBD~~ 1530 W Morton St.	Denison	TX	75024	(~~972~~ 903) ~~529-8222~~ 913-1099
Curtis Lucky	Curtis	Lucky	216 W University	Denton	TX	76201	(940) 484-1040
~~JM Legacy Investments LLC~~	~~Royce~~	~~Norris~~	~~917 N Hampton~~	~~DeSoto~~	~~TX~~	~~75115~~	~~(972) 274-4900~~
William E. Lee	William	Lee	300 N Teel St	Devine	TX	78016	(830) 663-9832
Mahmood M. Dhanani	Mahmood	Dhanani	~~322 N Main St~~ 207 E Camp Wisdom Rd.	Duncanville	TX	75116	(972) ~~863-9870~~ 803-5338
The Associates Notary Public	Marisa	Arreola	2627 El Indio Hwy	Eagle Pass	TX	78852	(830) 758-0486

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Corporation~~ <u>Corp</u>							
Abraham Martinez	Abraham	Martinez	8855 Viscount Blvd	El Paso	TX	79925	(915) 307-3758
Abraham Martinez*	Abraham	Martinez	~~9155-Dyer~~ <u>TBD</u>	El Paso	TX	~~79924~~ <u>79901</u>	(915) ~~222-8241~~ <u>307-3758</u>
<u>Abraham Martinez*</u>	<u>Abraham</u>	<u>Martinez</u>	<u>TBD</u>	<u>El Paso</u>	<u>TX</u>	<u>79904</u>	<u>(915) 307-3758</u>
Javier Carreno	Javier	Carreno	11335 Montwood Dr	El Paso	TX	79936	(915) 856-6822
Jose Rosillo	Jose	Rosillo	810 E Redd Rd	El Paso	TX	79912	(915) 231-5885
~~Abraham-Martinez*~~	~~Abraham~~	~~Martinez~~	~~TBD~~	~~El Paso~~	~~TX~~	~~79901~~	~~(915) 282-7919~~
Mahmood M. Dhanani	Mahmood	Dhanani	1201 N. Main Street	Euless	TX	76039	(817) 786-8019
Andrea M. Russell	Andrea	Russell	133 E US Hwy 80	Forney	TX	75126	(972) 552-2007
Fiesta Financial Services LLC	Bilal	Siddiqi	4624 E Lancaster Ave	Fort Worth	TX	76103	(817) 535-2839
~~Financial Change Solutions LLC~~	~~Jolanda~~	~~Hamilton~~	~~6245-Rufe-Snow Dr~~	~~Fort Worth~~	~~TX~~	~~76148~~	~~(817) 788-0430~~
~~First Pitch LLC~~	~~J. Scott~~	~~Kirk~~	~~3401-Altamesa Blvd~~	~~Fort Worth~~	~~TX~~	~~76133~~	~~(817) 292-1730~~
~~First Pitch LLC~~	~~J. Scott~~	~~Kirk~~	~~5932-Curzon-Ave~~	~~Fort Worth~~	~~TX~~	~~76107~~	~~(817) 989-8829~~
~~First Pitch LLC~~	~~J. Scott~~	~~Kirk~~	~~6245-Granbury-Road~~	~~Fort Worth~~	~~TX~~	~~76133~~	~~(817) 249-3300~~
~~First Pitch LLC~~	~~J. Scott~~	~~Kirk~~	~~809-East-Berry-Street~~	~~Fort Worth~~	~~TX~~	~~76104~~	~~(817) 926-1040~~
~~First Pitch LLC~~	~~J. Scott~~	~~Kirk~~	~~9112-Camp-~~	~~Fort Worth~~	~~TX~~	~~76116~~	~~(817) 244-3800~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			~~Bowie W~~				
~~Alamo Tax Services LLC~~	~~Salman~~	~~Maknoja~~	~~201 N Grand Ave~~	~~Gainesville~~	~~TX~~	~~76240~~	~~(940) 247-7796~~
BQS Services LLC	Loren	Brantley	3845 N Garland Ave	Garland	TX	75040	(972) 495-8297
Puja Bhatta	Puja	Bhatta	2376 Lavon Dr	Garland	TX	75040	(972) 495-0700
~~Waqar A. Khan~~	~~Waqar~~	~~Khan~~	~~3350 Broadway Blvd~~	~~Garland~~	~~TX~~	~~75043~~	~~(972) 271-8297~~
Business Wise Solutions LLC	Mauro	Amador	610 E University Ave	Georgetown	TX	78626	(512) 688-5444
~~Rosemary Trujillo~~	~~Rosemary~~	~~Trujillo~~	~~104 W Main Street~~	~~Grand Prairie~~	~~TX~~	~~75050~~	~~(972) 237-9005~~
Rosemary Trujillo	Rosemary	Trujillo	2502 S Belt Line Rd	Grand Prairie	TX	75052	(972) 264-7667
<u>Rosemary Trujillo</u>	<u>Rosemary</u>	<u>Trujillo</u>	<u>104 W Main Street</u>	<u>Grand Prairie</u>	<u>TX</u>	<u>75050</u>	<u>(972) 237-9005</u>
Abwaller LLC	Anthony	Waller	600 Indian Trail	Harker Heights	TX	76548	(254) 680-0060
BKP Enterprises LLC.	Nageswararao	Yarlagadda	801-C S 75th St	Houston	TX	77023	(713) 514-8090
Britomo Solutions 290 LLC	Moises	Brito	10969 Northwest Fwy	Houston	TX	77092	(713) 688-6588
~~Britomo Solutions LLC~~	~~Moises~~	~~Brito~~	~~1333 Gessner Rd~~	~~Houston~~	~~TX~~	~~77055~~	~~(844) 287-4700~~
Eduardo Rebolledo	Eduardo	Rebolledo	2047 Wirt Rd	Houston	TX	77055	(832) 539-4844
Financial Family Advisors LLC	Eduardo	Rebolledo	4232 Ella Blvd	Houston	TX	77018	(713) 680-2400
FM1960 Tax Office LLC	Anup	Khanal	2137 Cypress Creek Pkwy	Houston	TX	77090	(832) 475-3278
IBridge Business							

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Services LLC	Alex	Mwambukiri	12303 Jones Rd	Houston	TX	77070	(346) 206-2178
JIGISH LLC	Dimpal	Kalani	11875 Bissonnet St	Houston	TX	77099	(281) 575-1040
Martha Navarro	Martha L.	Navarro	910 N Durham Dr	Houston	TX	77008	(713) 861-8182
Nitin Mehta and Vallidevi Yarlagadda	Nitin	Mehta	~~15845 Farm to Market Rd-529~~ <u>6511 Westheimer Rd</u>	Houston	TX	~~77095~~ <u>77057</u>	~~(281) 713-909-7960~~ <u>952-8383</u>
Nitin Mehta and Vallidevi Yarlagadda	Nitin	Mehta	4915 Hwy 6 N	Houston	TX	77084	(281) 855-8383
<u>Nitin Mehta and Vallidevi Yarlagadda**</u>	<u>Nitin</u>	<u>Mehta</u>	<u>15845 Farm to Market Rd 529</u>	<u>Houston</u>	<u>TX</u>	<u>77095</u>	<u>(281) 909-7960</u>
~~Nitin Mehta and Vallidevi Yarlagadda North Dallas Wireless LLC~~	~~Nitin~~ <u>William</u>	~~Mehta~~ <u>Lockett</u>	~~6511 Westheimer Rd~~ <u>7205 Tidwell Rd</u>	Houston	TX	~~77057~~ <u>77016</u>	(713) ~~952-8383~~ <u>635-9501</u>
North Dallas Wireless LLC	William	Lockett	10990 North Freeway	Houston	TX	77037	(281) 877-8292
North Dallas Wireless LLC	William	Lockett	~~11270 Fondren Rd~~ <u>9426 A Cullen Blvd</u>	Houston	TX	~~77096~~ <u>77051</u>	(713) ~~7734~~ <u>7734</u> -1040
~~North Dallas Wireless LLC~~	~~William~~	~~Lockett~~	~~2112 N Fry Rd~~	~~Houston~~	~~TX~~	~~77084~~	~~(281) 599-8299~~
North Dallas Wireless LLC	William	Lockett	6100 W Fuqua St	Houston	TX	77085	(281) 372-6664
North Dallas Wireless LLC	William	Lockett	~~7205 Tidwell Rd~~ <u>11270 Fondren Rd</u>	Houston	TX	77049	(713) ~~635-9501~~ <u>774-1040</u>
North Dallas Wireless LLC	William	Lockett	~~9422 Cullen Blvd~~ <u>2112 N Fry</u>	Houston	TX	~~77051~~ <u>77084</u>	~~(713) 281-747-9500~~ <u>599-829</u>

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Rd				9
North Dallas Wireless LLC*	William	Lockett	~~9426 A Cullen Blvd~~ TBD	Houston	TX	770521	(~~713~~ 281) ~~734-1040~~ 599-8299
Northwest Tax Services LLC	Tameika	Campbell	12757 S Dairy Ashford Rd	Houston	TX	77099	(281) 988-7050
RAAZ Financial Services LLC	Rahim	Balsara	863 Dairy Ashford Road	Houston	TX	77079	(832) 835-1040
Rami Marji	Rami	Marji	10146 Hammerly Blvd	Houston	TX	77080	(713) 465-5630
S & R Tax Services LLC	Rajesh	Sapkota	3517 Little York Rd	Houston	TX	77093	(832) 500-8545
~~Saja Mahdi~~	~~Saja~~	~~Mahdi~~	~~1726 W 18th St~~	~~Houston~~	~~TX~~	~~77008~~	~~(713) 861-8882~~
Saja Mahdi	Saja	Mahdi	54 E Crosstimbers St	Houston	TX	77022	(832) 968-4611
~~Tax World LLC~~ Saja Mahdi	~~Tronica~~ Saja	~~Harris~~ Mahdi	~~14415 Bellaire Blvd~~ ~~Waterwell~~ 1726 W 18th St	Houston	TX	~~77083~~ 77008	(~~832~~ 713) ~~328-1040~~ 861-8882
TVS Investments LLC	Tanuja	Vunnam	12520 Westheimer Road	Houston	TX	77077	(281) 293-7788
~~William Daniels~~ Viswam Corp LLC	~~William~~ Sri Gowriswari	~~Daniels~~ Vootla	~~5206 Irvington Blvd~~ 8318 Southwest Freeway	Houston	TX	~~77009~~ 77074	(~~713~~ 972) ~~869-5711~~ 646-0356
Zafar Tahir	Zafar	Tahir	8542 Hwy 6 N	Houston	TX	77095	(281) 550-1444
ZAIN TAX SERVICES INC	Mohamed	Farghaly	612 N Victory Drive	Houston	TX	77088	(281) 661-1617
~~Viswam Corp LLC*~~	~~Sri Gowriswari~~	~~Vootla~~	~~TBD~~	~~Houston~~	~~TX~~	~~77036~~	~~(972) 646-0356~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
William Daniels	William	Daniels	1302 Sam Houston Ave	Huntsville	TX	77340	(936) 291-9757
~~Demitrius-Williams*~~	~~Demitrius~~	~~Williams~~	~~TBD~~	~~Iowa Park~~	~~TX~~	~~76354~~	~~(940) 782-7106~~
NISM LLC	Neelima	Lokhandwalla	2904 N MacArthur Blvd	Irving	TX	75062	(972) 870-5587
IAM Tax Service LLC	Isaac	Mayfield	1650 S Jackson	Jacksonville	TX	75766	(903) 339-1279
Dennis Pryor	Dennis	Pryor	391 S Wheeler St	Jasper	TX	75951	(409) 384-7777
~~TLT Partners-LLC~~ Deena Elliott	~~Traci~~ Deena	~~Davis~~ Elliott	213 S US Hwy 281	Johnson City	TX	78636	(830) 347-3999
Denise Davis LLC	Denise K	Davis	907 Oak St	Jourdanton	TX	78026	(830) 769-2089
Noe Martinez Jr and Isela Camacho Martinez	Noe	Martinez	1420 Mason Rd	Katy	TX	77450	(281) 829-9777
Yesica Lopez	Yesica	Lopez	700 Ed Hall Drive	Kaufman	TX	75142	(214) 324-2888
~~TLT Partners-LLC~~ Deena Elliott	~~Traci~~ Deena	~~Davis~~ Elliott	409 Main St	Kerrville	TX	78028	(830) 896-3999
Smart Taxes LLC	Brandy	Armstrong	612 East Lantrip Street	Kilgore	TX	75662	(903) 984-0935
Abwaller LLC	Anthony	Waller	902 W Rancier Ave	Killeen	TX	76541	(254) 690-1040
Abwaller LLC	Anthony	Waller	2804 S W S Young Dr	Killeen	TX	76542	(254) 213-4537
~~Abwaller LLC~~	~~Anthony~~	~~Waller~~	~~902 W Rancier Ave~~	~~Killeen~~	~~TX~~	~~76541~~	~~(254) 690-1040~~
Delta RF LLC	Maria	Fuguet	1309 Kingwood Dr	Kingwood	TX	77339	(281) 348-2546
Joe Ferrill and Annie Foss	Joe	Ferrill	21511 I H 35	Kyle	TX	78640	(512) 256-5294

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Jennifer Berger	Jennifer	Berger	1004 S Broadway St	La Porte	TX	77571	(281) 471-2117
Southwest Texas Tax Service LLC	Jean-Francois	Meyrat	1102 N Meadow Ave	Laredo	TX	78040	(956) 717-1040
~~Southwest Texas Tax Service~~	~~Jean-Francois~~	~~Meyrat~~	~~2718 Jaime-Zapata-Memorial Hwy~~	~~Laredo~~	~~TX~~	~~78043~~	~~(956) 717-1040~~
Southwest Texas Tax Service LLC	Jean-Francois	Meyrat	5918 McPherson Rd	Laredo	TX	78041	(956) 949-1070
~~Southwest Texas Tax Service*~~	~~Jean-Francois~~	~~Meyrat~~	~~TBD~~	~~Laredo~~	~~TX~~	~~78040~~	~~(832) 275-5727~~
Salai T. Hnin	Salai	Hnin	1288 W Main St	Lewisville	TX	75067	(972) 221-9100
Salai T. Hnin	Salai	Hnin	1955 S State Hwy 121	Lewisville	TX	75067	(469) 850-1040
Emmanuel Charamba*	Emmanuel	Charamba	TBD	Little Elm	TX	75068	(484) 802-1134
Kailee Hart	Kailee	Hart	512 W CHURCH ST	Livingston	TX	77351	(936) ~~327-2787~~ 967-2001
~~JJR&R1- Inc. Jonathan M. Voigt~~	~~Justin Jonathan M.~~	Voigt	1308 S Colorado	Lockhart	TX	78644	(512) 398-6706
Smart Taxes LLC	Brandy	Armstrong	2169 Gilmer Rd	Longview	TX	75604	(903) 759-3829
Smart Taxes LLC	Brandy	Armstrong	1201 E Marshall Ave	Longview	TX	75601	(903) 757-5600
~~Smart Taxes LLC~~	~~Brandy~~	~~Armstrong~~	~~2169 Gilmer Rd~~	~~Longview~~	~~TX~~	~~75604~~	~~(903) 759-3829~~
Smart Taxes LLC	Brandy	Armstrong	3008 Gilmer Road	Longview	TX	75604	(903) 212-2800
Dennis Pryor	Dennis	Pryor	306 S Timberland Dr	Lufkin	TX	75901	(936) 637-1112
Smart Taxes LLC	Brandy	Armstrong	1000 E Grand	Marshall	TX	75670	(903) 935-8910

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Ave				
Guadalupe Mauricio	Guadalupe	Mauricio	1802 N 10th St	McAllen	TX	78501	(956) 683-1040
~~Curtis Lucky~~ Puja Bhatta	~~Curtis~~ Puja	~~Lucky~~ Bhatta	400 N Central Expy	McKinney	TX	75070	(972) 547-6699
~~Waqar A. Khan~~	~~Waqar~~	~~Khan~~	~~2029 Town-East Blvd~~	~~Mesquite~~	~~TX~~	~~75150~~	~~(972) 329-1099~~
Yvonne Sosa	Yvonne	Sosa	1000 N Midkiff Rd	Midland	TX	79701	(432) 694-1990
~~Yvonne Sosa~~	~~Yvonne~~	~~Sosa~~	~~2208 N Big-Spring~~	~~Midland~~	~~TX~~	~~79705~~	~~(432) 218-7003~~
PTS of the RGV LLC	Guadalupe	Mauricio	2403 E Griffin Pkwy	Mission	TX	78572	(956) 519-7808
Dream Tax Services Inc	Suleman	Virani	10403 Eagle Drive	Mont Belvieu	TX	77523	(281) 425-8900
Dennis Pryor	Dennis	Pryor	3500 North St	Nacogdoches	TX	75965	(936) 564-4443
Lily's Tax Service LLC	Lillian	Hillman	880 S Business 35	New Braunfels	TX	78130	(830) 626-9444
FIN4LIFE LLC	Pervaiz	Mohammed	7299 Glenview Dr	North Richland Hills	TX	76180	(817) 808-4411
Sandra Hernandez	Sandra	Hernandez	1518 E 8th St	Odessa	TX	79761	(432) 272-3600
Randall Vayon	Randall	Vayon	9 Strickland Dr	Orange	TX	77630	(409) 886-9780
Robert Metzger and James Metzger	James	Metzger	1702 Lamar Ave	Paris	TX	75460	(903) 782-9292
S & R Tax Services LLC	Rajesh	Sapkota	3564 Spencer Highway	Pasadena	TX	77504	(713) 378-9800
~~Sienna Financial Services LLC~~	~~Craig~~	~~Bryant~~	~~12280-Broadway-Street~~	~~Pearland~~	~~TX~~	~~77584~~	~~(281) 962-9009~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Sienna Financial Services LLC~~	~~Craig~~	~~Bryant~~	~~7113 Broadway St~~	~~Pearland~~	~~TX~~	~~77581~~	~~(281) 962-9009~~
Donna A. Thomas	Donna	Thomas	401 West Pecan Street	Pflugerville	TX	78660	(512) 252-7878
~~Deetz Global Inc.~~	~~Andrew~~	~~Deetz~~	~~2100 14th St~~	~~Plano~~	~~TX~~	~~75074~~	~~(972) 633-1099~~
Deetz Global Inc.	Andrew	Deetz	2450 K Ave	Plano	TX	75074	(972) 578-1040
~~First Pitch LLC~~	~~J. Scott~~	~~Kirk~~	~~4833 River Oaks Boulevard~~	~~River Oaks~~	~~TX~~	~~76114~~	~~(817) 626-1020~~
Nancy Tran	Nancy	Tran	5042 Ave H	Rosenberg	TX	77471	(832) ~~595-1040~~ 704-8425
Donna A. Thomas	Donna	Thomas	1800 N Mays	Round Rock	TX	78664	(512) 386-1610
~~Tye Brooks~~	~~Tye~~	~~Brooks~~	~~2153 S Bryant Blvd~~	~~San Angelo~~	~~TX~~	~~76903~~	~~(325) 939-2500~~
Tye Brooks	Tye	Brooks	2222 Sherwood Way	San Angelo	TX	76901	(325) 939-2500
~~Aguilar Aguilar-Atencio and Atencio Tye Brooks*~~	~~Sofia~~ Tye	~~Aguilar~~ Brooks	~~10203 Culebra Rd~~ TBD	San Antonio Angelo	TX	~~78251~~ 76903	(~~210~~ 325) ~~521-4343~~ 939-2500
Aguilar Aguilar Aguilar-Atencio and Atencio	Sofia	Aguilar	235 SW Military Dr	San Antonio	TX	78221	(210) 927-2244
Aguilar Aguilar Aguilar-Atencio and Atencio	Sofia	Aguilar	3138 SE Military Dr	San Antonio	TX	78223	(210) 333-2662
~~Aria Tax LLC~~ Aguilar Aguilar-Atencio and Atencio	~~Amin~~ Sofia	~~Charania~~ Aguilar	~~7120 W Military Dr~~ 10203 Culebra Rd	San Antonio	TX	~~78227~~ 78251	(210) ~~673-9057~~ 521-4343
Aria Tax LLC	Amin	Charania	8725 Marbach	San Antonio	TX	78227	(210) 673-5250

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Rd				
Aria Tax LLC*	Amin	Charania	TBD	San Antonio	TX	78243	(210) 673-9057
Clifford Conkelton	Cliff	Conkelton	16256 Hwy 281 N	San Antonio	TX	78232	(210) 402-3055
~~DA Wright Enterprises~~ J&S Tax Solutions LLC	~~David~~ Jose	~~Wright~~ Vallejo	~~136~~ 900 ~~Nacogdoches Rd~~ San Pedro Ave	San Antonio	TX	78217	(210) ~~590-9988~~ 824-2201
J&S Tax Solutions LLC	Jose	Vallejo	2241 Lockhill Selma Rd	San Antonio	TX	78230	(210) 979-9996
~~J&S Tax Solutions LLC~~	~~Jose~~	~~Vallejo~~	~~6900 San Pedro Ave~~	~~San Antonio~~	~~TX~~	~~78216~~	~~(210) 824-2201~~
Joe Ferrill and Annie Foss	Joe	Ferrill	3655 Fredericksburg Road	San Antonio	TX	78201	(210) 370-3244
J&S Tax Solutions LLC*	Jose	Vallejo	TBD	San Antonio	TX	78216	(210) 340-5476
Kaur Enterprises LLC	Tania	Kaur	5839 Babcock Rd	San Antonio	TX	78240	(210) 696-8888
Kaur Enterprises LLC	Tania	Kaur	5999 DeZavala Rd	San Antonio	TX	78249	(210) 561-5555
Micaela A. Saenz	Micaela	Saenz	13900 Nacogdoches Rd	San Antonio	TX	78217	(210) 590-9988
Micaela A. Saenz	Micaela	Saenz	2303 SW Military Dr	San Antonio	TX	78224	(210) 927-1066
Micaela A. Saenz	Micaela	Saenz	5210 S Zarzamora	San Antonio	TX	78211	(210) 531-0939
~~Micaela A. Saenz~~	~~Micaela~~	~~Saenz~~	~~5839 Babcock Rd~~	~~San Antonio~~	~~TX~~	~~78240~~	~~(210) 696-8888~~
~~Sivonney Molina~~	~~Sivonney~~	~~Molina~~	~~3030 Thousand Oaks Dr~~	~~San Antonio~~	~~TX~~	~~78247~~	~~(210) 496-1555~~

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~~Sofia Aguilar~~	~~Sofia~~	~~Aguilar~~	~~10919 Culebra Rd~~	~~San Antonio~~	~~TX~~	~~78254~~	~~(210) 682-1000~~
Sofia Aguilar	Sofia	Aguilar	135 Old Hwy 90 W	San Antonio	TX	78237	(210) 435-7600
Sofia Aguilar	Sofia	Aguilar	1401 Bandera Rd	San Antonio	TX	78228	(210) 431-3333
Sofia Aguilar	Sofia	Aguilar	~~1510 N-Zarzamora-St~~ <u>10919 Culebra Rd</u>	San Antonio	TX	~~78207~~ <u>78254</u>	(210) ~~732-0900~~ <u>682-1000</u>
~~Sofia Aguilar*~~	~~Sofia~~	~~Aguilar~~	~~TBD~~	~~San Antonio~~	~~TX~~	~~78238~~	~~(210) 365-3636~~
~~J&S Tax Solutions LLC*~~	~~Jose~~	~~Vallejo~~	~~TBD~~	~~San Antonio~~	~~TX~~	~~78216~~	~~(210) 618-8631~~
Sofia Aguilar*	Sofia	Aguilar	TBD	San Antonio	TX	78253	(210) ~~365-3636~~ <u>682-1000</u>
Joe Ferrill and Annie Foss	Joe	Ferrill	1504 Aquarena Springs Dr	San Marcos	TX	78666	(512) 210-8536
Fais II Incorporated	Pamela	Faison	6051 FM 3009	Schertz	TX	78154	(210) 657-5300
Lily's Tax Service LLC	Lillian	Hillman	124 Schertz Pkwy	Schertz	TX	78154	(210) 202-1040
Lily's Tax Service LLC	Lillian	Hillman	1500 E Court St	Seguin	TX	78155	(830) 379-4449
V Mira LLC	Aamir	Memon	903 N Travis St	Sherman	TX	75090	(903) 892-1099
<u>District Taxes Corp*</u>	<u>Lizette</u>	<u>Diaz</u>	<u>TBD</u>	<u>Spring</u>	<u>TX</u>	<u>77388</u>	<u>(346) 525-5996</u>
MOBJOB Investments Ltd	Michael	OBrien	21121 Kuykendahl Rd	Spring	TX	77379	(281) 257-3700
Joseph Nwegbu	Joseph	Nwegbu	~~504~~ <u>8</u> FM 1092 Road	Stafford	TX	77477	(832) 539-6120

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~~Lisa Comeau~~	~~Lisa~~	~~Comeau~~	~~1108 W Adams Ave~~	~~Temple~~	~~TX~~	~~76501~~	~~(254) 228-0075~~
Margarita Garza	Margarita	Garza	313 E Moore Ave	Terrell	TX	75160	(214) 417-0309
~~Mark Hawkins and Christal Hawkins~~	~~Mark~~	~~Hawkins~~	~~4709 Texas Blvd.~~	~~Texarkana~~	~~TX~~	~~75503~~	~~(870) 330-7320~~
~~Emmanuel Charamba*~~	~~Emmanuel~~	~~Charamba~~	~~TBD~~	~~The Colony~~	~~TX~~	~~75068~~	~~(484) 802-1134~~
LKY Services LLC Limited Liability Company	Xiao Kun	Chen	28048 Tomball Pkwy	Tomball	TX	77375	(281) 255-0088
P5 Professional Services Corp Corporation	Joyce	Ponder	~~1625 W Gentry Parkway~~ 6004 S Broadway Ave	Tyler	TX	75702 ³	(903) 508-5462 ⁵⁸¹⁻⁸⁹⁸⁰
P5 Professional Services Corp Corporation	Joyce	Ponder	~~1731~~ 641 S Beckham Broad way Ave	Tyler	TX	75701	(903) 253-9816
P5 Professional Services Corp Corporation	Joyce	Ponder	~~6004 S Broadway Ave~~ 1625 W Gentry Parkway	Tyler	TX	75703 ²	(903) 581-8980 ⁵⁰⁸⁻⁵⁴⁶²
Fais II Incorporated	Pamela	Faison	1825 Pat Booker Road	Universal City	TX	78148	(210) 659-8500
Eulalio Diaz Jr	Eulalio	Diaz	121 W Main St	Uvalde	TX	78801	(830) 278-5902
Abwaller LLC	Anthony	Waller	612 N New Rd	Waco	TX	76710	(254) 772-1040
Cu Dang	Cu	Dang	310 Water Street	Waxahachie	TX	75165	(972) 937-1653
~~First Pitch LLC~~	~~J. Scott~~	~~Kirk~~	~~308 S Main St~~	~~Weatherford~~	~~TX~~	~~76086~~	~~(817) 341-6505~~
Gwenda LaCroix	Gwenda	LaCroix	15618 Hwy 3	Webster	TX	77598	(281) 218-0400

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Javier Solis~~	~~Javier~~	~~Solis~~	~~1025 N Texas Blvd~~	~~Weslaco~~	~~TX~~	~~78596~~	~~(956) 351-5381~~
~~Demitrius Williams~~	~~Demitrius~~	~~Williams~~	~~1716 9th Street~~	~~Wichita Falls~~	~~TX~~	~~76301~~	~~(940) 687-1040~~
Deetz Global Inc.	Andrew	Deetz	620 N Hwy 78	Wylie	TX	75098	(469) 459-1701
<u>TM Tax Services LLC</u>	<u>Tereena</u>	<u>Barnes</u>	<u>911 S Main St</u>	<u>Cedar City</u>	<u>UT</u>	<u>84720</u>	<u>(435) 292-1123</u>
TM Tax Services LLC	Tereena	Barnes	180 N 3400 W	Hurricane	UT	84737	(435) 627-6915
Jack McDonnell	Jack	McDonnell	130 N Fairfield Rd	Layton	UT	84041	(801) 893-0333
M & N Solutions Inc.	Norman	Hanson	4901 S State St	Murray	UT	84107	(801) 266-5400
Jack McDonnell	Jack	McDonnell	2927 Washington Blvd	Ogden	UT	84401	(801) 317-1150
Greg Moser	Greg	Moser	148 S State St	Orem	UT	84058	(801) 226-2327
Jack McDonnell	Jack	McDonnell	5697 S 1900 W	Roy	UT	84067	(801) 896-9600
M & N Solutions Inc.	Norman	Hanson	747 E 3300 S	Salt Lake City	UT	84106	(801) 487-7900
Universal Interpreters Inc.	Jason	Broschinsky	112 North 900 West	Salt Lake City	UT	84116	(801) 596-2025
~~Universal Interpreters Inc.*~~	~~Jason~~	~~Broschinsky~~	~~TBD~~	~~Salt Lake City~~	~~UT~~	~~84129~~	~~(801) 573-6060~~
Jack McDonnell	Jack	McDonnell	~~8388 S 700~~ 168 E <u>Midvillage Blvd</u>	Sandy	UT	84070	(801) 255-2399
TM Tax Services LLC	Tereena	Barnes	520 W Telegraph	Washington	UT	84780	(435) 627-6915
RTA Real Estate Investments LLC	Tony	Anderson	1572 W 7800 S	West Jordan	UT	84088	(801) 233-6588
RTA Real Estate			3071 South	West Valley			

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Investments LLC	Tony	Anderson	5600 West	City	UT	84120	(801) 967-2802
~~RTA Real Estate Investments LLC~~	~~Tony~~	~~Anderson~~	~~3622 West 3500 South~~	~~West Valley City~~	~~UT~~	~~84120~~	~~(801) 966-2088~~
Universal Interpreters Inc.	Jason	Broschinsky	4083 S Redwood Rd	West Valley City	UT	84123	(801) 886-2088
~~Darryl Pryor Thomas Jarosick~~	~~Darryl Thomas Jarosick~~	~~Pryor Jarosick~~	~~6801- Richmond- Hwy 480 E Main St~~	~~Alexandria Abingdon~~	VA	~~22306~~ <u>24210</u>	~~(703) 276-765-2076~~ <u>209-0017</u>
Joyce Jordan	Joyce	Jordan	4010 Maury Pl	Alexandria	VA	22309	(703) 360-0946
Leverage Point LLC	James	Houston	9312 Old Keene Mill Rd	Burke	VA	22015	(703) ~~278-3800~~ <u>745-5159</u>
~~Shandreeka Blount~~	~~Shandreeka~~	~~Blount~~	~~1157 S- Military Hwy~~	~~Chesapeake~~	~~VA~~	~~23320~~	~~(757) 932-4600~~
~~Brian Johnson and Mona Johnson Happy Tax Returns LLC~~	Brian	Johnson	2219 Boulevard	Colonial Heights	VA	23834	(804) 520-7002
G and G Associates LLC	Bill	Glenz	500 Meadowbrook Shopping Ctr	Culpeper	VA	22701	(540) 825-4625
~~Mazin Inc~~	~~Robert~~	~~Grace~~	~~2420 Riverside Dr~~	~~Danville~~	~~VA~~	~~24541~~	~~(434) 797-1036~~
~~Mazin Inc~~	~~Robert~~	~~Grace~~	~~617 Piney-Forest Rd~~	~~Danville~~	~~VA~~	~~24540~~	~~(434) 793-1090~~
~~Markios Accounting & Tax Service LLC~~	~~Michael~~	~~Malone~~	~~17497- Richmond- Hwy~~	~~Dumfries~~	~~VA~~	~~22026~~	~~(540) 288-9260~~
Courthouse Tax & Financial Services LLC	Naomi	Avery	10908 Courthouse Rd	Fredericksburg	VA	22408	(540) 479-6300
~~Karen Redding Elevate~~	~~Karen Mich~~	~~Redding Edelen~~	3801 Plank Rd	Fredericksburg	VA	22407	(540) 548-8055

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Tax & Financial LLC	elle			rg			
Shoshana Eletu	Shoshana	Eletu	477 South St	Front Royal	VA	22630	(540) 622-2500
~~Patricia-Meadows~~ Happy Tax Returns LLC	~~Patricia~~ Bri an	~~Meadows~~ John son	~~24 Towne-Centre-Way~~ 10861 West Broad Street	~~Hampton~~ Gl en Allen	VA	~~23666~~ 23060	~~(757) 804-224-1105~~ 857-3642
Randall White	Randall	White	2153 Cunningham Drive	Hampton	VA	23666	(757) 262-2161
Darran Johnson	Darran	Johnson	~~115-A-S-~~ Carlton St 33 Kenmore Street	Harrisonburg	VA	22801	(540) 209-8844
POVO Corporation	Packy	Poon	1020 Elden St	Herndon	VA	20170	(703) 787-6790
~~Brian Johnson and Mona Johnson~~ Happy Tax Returns LLC	Brian	Johnson	3510 Oaklawn Blvd	Hopewell	VA	23860	(804) 541-1040
Brian Scott	Brian	Scott	1093 Edwards Ferry Rd	Leesburg	VA	20176	(703) 444-8829
Main Street Tax LLC	N. Travis	Clark	134 W Main St	Luray	VA	22835	(540) 743-7099
David Sillaman	David	Sillaman	7825 Sudley Rd	Manassas	VA	20109	(703) 361-7584
~~Thomas Jarosick~~	~~Thomas~~	~~Jarosick~~	~~121 Pendleton St~~	~~Marion~~	~~VA~~	~~24354~~	~~(276) 209-0017~~
Precise Taxes Inc	Juliette	Sykes	10641 Hull Street Rd	Midlothian	VA	23112	(804) 745-0063
American Tax Services Inc.	Arthur	Guarino	15525 Warwick Blvd	Newport News	VA	23608	(757) 887-1449
American Tax Services Inc.	Arthur	Guarino	13678 Warwick Blvd	Newport News	VA	23602	(757) 833-8291
~~American Tax~~	~~Arthur~~ Patri	~~Guarino~~ Meado	~~15525-~~	Newport	VA	~~23608~~ 236	(757)

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Services-Inc.~~ Patricia Meadows*	cia	ws	~~Warwick-Blvd~~ TBD	News		81	~~887-1449~~ 224-1105
Audrey L. McIntyre	Audrey	McIntyre	720 Church St	Norfolk	VA	23510	(757) ~~622-7390~~ 892-9115
~~Brian Johnson and Mona Johnson~~ Happy Tax Returns LLC	Brian	Johnson	855 E Little Creek Rd	Norfolk	VA	23518	(757) 587-3200
Shawn Vadnais	Shawn	Vadnais	139 W Little Creek Rd	Norfolk	VA	23505	(757) 480-4370
~~Patricia Meadows*~~ Donna Mitchell-Mayo	~~Patricia~~ Donna	~~Meadows~~ Mitchell-Mayo	~~TBD~~ 2554 Airline Blvd	~~Petersburg~~ Portsmouth	VA	~~23805~~ 23701	(757) ~~870-6938~~ 393-3442
Donna Mitchell-Mayo	Donna	Mitchell-Mayo	3930 George Washington Hwy	Portsmouth	VA	23702	(757) 391-9033
~~Donna Mitchell-Mayo~~	~~Donna~~	~~Mitchell-Mayo~~	~~4091-Portsmouth-Blvd~~	~~Portsmout h~~	~~VA~~	~~23701~~	~~(757) 393-3442~~
Sapphire Tax Services LLC	Erin	Keenan	2090 Anderson Hwy	Powhatan	VA	23139	(804) 897-0097
Darran Johnson	Darran	Johnson	6856 Midlothian Tpke	Richmond	VA	23225	(804) 385-9615
~~Brian Johnson and Mona Johnson~~ Happy Tax Returns LLC	Brian	Johnson	1225 N Laburnum Ave	Richmond	VA	23223	(804) 292-0720
~~Brian Johnson and Mona Johnson~~ Happy Tax Returns LLC	Brian	Johnson	4712 Jefferson Davis Hwy	Richmond	VA	23234	(804) 477-6069
~~Darran Johnson~~	~~Darran~~	~~Johnson~~	~~6856-Midlothian-~~	~~Richmond~~	~~VA~~	~~23225~~	~~(804) 385-9615~~

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			~~Topke~~				
~~Sapphire Tax-Services LLC*~~	~~Erin~~	~~Keenan~~	~~TBD~~	~~Richmond~~	~~VA~~	~~23237~~	~~(804) 514-1499~~
Darran Johnson	Darran	Johnson	703 9th St SE	Roanoke	VA	24013	(540) 904-2801
Pamela D. Russell	Pamela	Russell	663 Peters Creek Rd NW	Roanoke	VA	24017	(540) 981-1114
Stella Carpenter	Stella	Carpenter	5301 Williamson Rd	Roanoke	VA	24012	(540) 366-9200
Stella Carpenter	Stella	Carpenter	1701 Williamson Rd NE	Roanoke	VA	24012	(540) 400-0062
Stella Carpenter	Stella	Carpenter	3223 Cove Rd NW	Roanoke	VA	24017	(540) 400-8315
~~Stella Carpenter~~	~~Stella~~	~~Carpenter~~	~~5301-Williamson Rd~~	~~Roanoke~~	~~VA~~	~~24012~~	~~(540) 366-9200~~
Whitney A. Justice	Whitney	Justice	3730 Franklin Rd	Roanoke	VA	24014	(540) 989-9200
Darran Johnson	Darran	Johnson	3130 Halifax Rd	South Boston	VA	24592	(434) 253-0400
~~LeeAnn-Gerst~~ Darran Johnson	~~LeeAnn~~ Darran	~~Gerst~~ Johnson	422 Furr St	South Hill	VA	23970	(434) 253-3041 60
Jarrett Gold	Jarrett	Gold	1155 Richmond Ave	Staunton	VA	24401	(540) 885-9900
Shoshana Eletu	Shoshana	Eletu	376 Fairfax Pike	Stephens City	VA	22655	(540) 868-0386
Brian Scott	Brian	Scott	34 Pidgeon Hill Dr	Sterling	VA	20165	(703) 444-8829
Randall White	Randall	White	1208 N Main St	Suffolk	VA	23434	(757) 539-7700
~~Donna-Mitchell Mayo~~	~~Donna~~	~~Mitchell-Mayo~~	~~1105-Newtown Rd~~	~~Virginia-Beach~~	~~VA~~	~~23502~~	~~(757) 499-2800~~
Donna	Donna	Mitchell-Mayo	1115 Independence	Virginia	VA	23455	(757) 363-1040

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Mitchell-Mayo			Blvd	Beach			
Donna Mitchell-Mayo	Donna	Mitchell-Mayo	1105 Newtown Rd	Virginia Beach	VA	23502	(757) 499-2800
Donna Mitchell-Mayo	Donna	Mitchell-Mayo	5020 Ferrell Pkwy	Virginia Beach	VA	23464	(757) 467-5020
Margaret Taylor	Margaret	Taylor	1615 General Booth Blvd	Virginia Beach	VA	23454	(757) 721-3499
Susan B. Wallace	Susan	Wallace	3877 Holland Rd	Virginia Beach	VA	23452	(757) 498-6199
Susanna M. Muller	Susanna	Muller	6672 Indian River Rd	Virginia Beach	VA	23464	(757) 420-2600
Jarrett Gold	Jarrett	Gold	250 N Poplar Ave	Waynesboro	VA	22980	(540) 885-9900
Barto Ventures II LLC	Brian	Barto	30 Weems Ln	Winchester	VA	22601	(540) 662-4432
Stephanie Lane	Stephanie	Lane	3124 PS Business Center Dr	Woodbridge	VA	22192	(703) 580-8448
Shoshana Eletu	Shoshana	Eletu	345 W Reservoir	Woodstock	VA	22664	(540) 459-7925
American Tax Services Inc.	Arthur	Guarino	1215 George Washington Memorial Hwy	Yorktown	VA	23693	(757) 244-7755
Christopher J. Cristiano	Christopher	Cristiano	972 Putney Rd	Brattleboro	VT	05301	(802) 257-2080
Mark Cassler and Benjamin Schott	Mark	Cassler	1197 Williston Rd	South Burlington	VT	05403	(802) 865-2829
PACIFIC TAX SERVICES INC	Jonathon	Meyer	1701 Birchwood Ave	Bellingham	WA	98225	(360) 527-1200
Pluto Rising Inc.	Krista	Salmon	20631 Bothell Everett Hwy	Bothell	WA	98012	(425) 415-1099
Valsaint Group Inc.	Edith	Valsaint	125 SW 148th St	Burien	WA	98166	(206) 246-2273
~~McCracken~~	~~Christoph~~	~~McCracken~~ Osborne					(360)

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
~~Enterprises~~ <u>Osberg Tax & Accounting</u> LLC	~~er~~ <u>Gordon</u>	<u>erg</u>	500 W Main St	Centralia	WA	98531	~~736-7787~~ <u>790-0222</u>
Manuel Damian-Caballero	Manuel	Damian-Caballero	21849 Marine View Dr S	Des Moines	WA	~~98198~~ <u>s</u>	(206) 430-5240
Lightship Group Corp	Lars	Pak	1519 132nd St SE	Everett	WA	98208	(425) 338-7799
Sandra Compher	Sandra	Compher	33509 Pacific Hwy S	Federal Way	WA	98003	(253) 815-1040
McCracken Enterprises LLC	Christopher	McCracken	3101 Simpson Ave	Hoquiam	WA	98550	(360) 532-3720
Sandra Compher	Sandra	Compher	6855 W Clearwater Ave	Kennewick	WA	99336	(509) 735-1600
~~McCracken Enterprises~~ <u>Osberg Tax & Accounting</u> LLC	~~Christoph~~ <u>er</u> <u>Gordon</u>	~~McCracken~~ <u>Osberg</u>	4909 Lacey blvd SE	Lacey	WA	98503	(360) 515-5931
Sandra Compher	Sandra	Compher	965 15th Ave	Longview	WA	98632	(360) 578-1099
~~Whipple Services Inc.~~ <u>PACIFIC TAX SERVICES INC</u>	~~Alan~~ <u>Jonathon</u>	~~Whipple~~ <u>Meyer</u>	3611 196th St SW	Lynnwood	WA	98036	(425) 775-1099
PACIFIC TAX SERVICES INC	Jonathon	Meyer	425 E College Way	Mt Vernon	WA	98273	(360) 424-9392
Sandra Compher	Sandra	Compher	2211 W Court St	Pasco	WA	99301	(509) 416-0299
Sandra Compher	Sandra	Compher	1030 Jadwin Avenue	Richland	WA	99352	(509) 946-7383
Manuel Damian-Caballero	Manuel	Damian-Caballero	12012 Des Moines Memorial Dr	Seattle	WA	98168	(206) 988-6666
Spokane Expansion LLC	Kristen	Young	~~10115~~ <u>6230</u> N ~~Newport~~ <u>Hwy</u> <u>Pittsburg</u>	Spokane	WA	99210 ~~8~~	(509) ~~465-2465~~ <u>483-2800</u>

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			St				
~~Spokane-Expansion LLC~~	~~Kristen~~	~~Young~~	~~1333 W Francis Ave~~	~~Spokane~~	~~WA~~	~~99205~~	~~(509) 822-7711~~
Spokane Expansion LLC	Kristen	Young	2309 N Division	Spokane	WA	99207	(509) 327-3222
Spokane Expansion LLC	Kristen	Young	~~6230~~ 10115 N ~~Pittsburg-~~ ~~St~~ Newport Hwy	Spokane	WA	992018	(509) ~~483-2800~~ 465-2465
Spokane Expansion LLC*	Kristen	Young	~~TBD~~ 1333 W Francis Ave	Spokane	WA	992025	(509) ~~999-5177~~ 822-7711
David and Barbara Myers	David	Myers	2302 N Argonne Rd	Spokane Valley	WA	99212	(509) 863-9346
Spokane Expansion LLC	Kristen	Young	11916 E Sprague Ave	Spokane Valley	WA	99206	(509) 381-5826
Jeffrey A. Musall	Jeffrey	Musall	10411 NE Fourth Plain Blvd	Vancouver	WA	98662	(360) 260-5275
All That is Certain LLC	Lisa	Willi	1033 W Northland Ave	Appleton	WI	54914	(920) 954-0138
All That is Certain LLC	Lisa	Willi	609 South Military Ave	Green Bay	WI	54303	(920) 405-9801
Haase Financial Services LLC	Steven	Haase	2030 E Mason St	Green Bay	WI	54302	(920) 884-1040
A New Endeavor LLC	~~Angie~~ Angela	Curtis	5307 S 108th St	Hales Corners	WI	53130	(414) 529-4500
81012XX18 LLC	Allen	Bank	205 Center Ave	Janesville	WI	53548	(608) 373-0591
~~Ghassan-Jaber~~ ARTA Enterprise Inc	~~Ghassan~~ Dawn	~~Jaber~~ Welles	~~6470 N 76th-~~ ~~St~~ 2212 Martin Luther King Dr	Milwaukee	WI	~~53223~~ 53212	(414) ~~760-8910~~ 264-7000
ARTA Enterprise Inc	Dawn	Welles	2903 N Holton Ave	Milwaukee	WI	53212	(414) 264-7000
Ghassan Jaber	Ghassan	Jaber	6835 W Brown	Milwaukee	WI	53223	(414) 353-0100

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Deer Rd				
~~Gurmeet S.-Chawla~~ <u>Ghassan Jaber</u>	~~Gurmeet S.~~ <u>Ghassan</u>	~~Chawla~~ <u>Jaber</u>	~~2212 Martin Luther King Dr~~ <u>6470 N 76th St</u>	Milwaukee	WI	~~53212~~ <u>53223</u>	(414) ~~264-7000~~ <u>760-8910</u>
~~Gurmeet S.-Chawla~~	~~Gurmeet S.~~	~~Chawla~~	~~2903 N Holton Ave~~	~~Milwaukee~~	~~WI~~	~~53212~~	~~(414) 212-8050~~
Mehar Enterprise Inc	Gurmeet	Chawla	1336 S Cesar E Chavez Dr	Milwaukee	WI	53204	(414) 755-4505
Transcended Financial Service LLC	Tammy	Bush	3181 S 27th St	Milwaukee	WI	53215	(414) 643-8035
~~WA Group Inc~~	~~Edward~~	~~Wilkins~~	~~1504 State St~~	~~Racine~~	~~WI~~	~~53404~~	~~(262) 634-5404~~
Frank Tereschak	Frank	Tereschak	1355 S West Ave	Waukesha	WI	53186	(262) 446-5151
~~TS Financials LLC~~	~~Samuel~~	~~Rennert~~	~~2361 W- Washington St~~	~~West Bend~~	~~WI~~	~~53095~~	~~(262) 335-0500~~
BMW Wilson LLC	Michelle	Wilson	937 W Main St	Bridgeport	WV	26330	(304) 566-7753
Barto Ventures II LLC	Brian	Barto	82 Somerset Blvd	Charles Town	WV	25414	(304) 724-1542
Depot Tax Services LLC	Tim	Willard	601 Delaware Ave	Charleston	WV	25302	(304) 205-5803
BMW Wilson LLC	Michelle	Wilson	440 West Pike St	Clarksburg	WV	26301	(304) 566-7753
Kimberly Pozzi	Kimberly	Pozzi	15 Main Street	Clendenin	WV	25045	(304) 548-4820
BMW Wilson LLC	Michelle	Wilson	~~301 Davis Ave~~ <u>28 CHEMISTRY DRIVE</u>	Elkins	WV	26241	(304) 566-7753
Suzanne Price	Suzanne	Price	911 Country Club Rd	Fairmont	WV	26554	(304) 366-9000
Mark Cunningham	Mark A.	Cunningham	161 Carpenter	Lewisburg	WV	24901	(304) 645-0006

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
			Dr				
Barto Ventures II LLC	Brian	Barto	1205 N Queen St	Martinsburg	WV	25404	(304) 262-0030
Mary L. Sparks	Mary	Sparks	173 Mate St	Matewan	WV	25678	(304) 426-8761
Oakshaw LLC	Dustin	Martz	753 Chestnut Ridge Rd	Morgantown	WV	26505	(304) 212-2363
Dawn Minor	Dawn	Minor	119 Jefferson Ave	Moundsville	WV	26041	(304) ~~650-5150~~ 830-0235
A Plus Tax Service LLC	Pamela	Wilson	~~127 Brick St~~ 615 Rogers Street	Princeton	WV	24740	(304) 431-2378
Depot Tax Services LLC	Tim	Willard	316 B St	St Albans	WV	25177	(304) 727-1104
Mark Cunningham	Mark A.	Cunningham	639 Main W	White Sulphur Springs	WV	24986	(304) 536-3474
~~Eagle Ops Inc~~	~~Kort~~	~~Kinstler~~	~~420 Central Ave~~	~~Cheyenne~~	~~WY~~	~~82007~~	~~(307) 778-6533~~
~~Eagle Ops Inc~~	~~Kort~~	~~Kinstler~~	~~505 E Pershing Blvd~~	~~Cheyenne~~	~~WY~~	~~82001~~	~~(307) 638-4000~~
~~KMCRJ~~ Taxes LLC	~~Kristi-Jo~~ Ra ylee	~~Sherman~~ Lynch	1211 S Douglas Hwy	Gillette	WY	82716	(307) 685-6801
Elizabeth J. Connally	Elizabeth	Connally	324 E Washington Ave	Riverton	WY	82501	(307) 857-4310

~~*Denotes franchisees who have signed a Franchise Agreement with us as of December 31, 2024 for a particular territory but had not yet opened a Liberty Tax Office in that territory as of December 31, 2024.~~

~~** Denotes franchisees who have signed a License Agreement with us as of December 31, 2024 for a particular territory but had not yet opened a Liberty Tax Office in that territory as of December 31, 2024.~~

EXHIBIT G-2
FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELLED,
NOT RENEWED OR OTHERWISE CEASED TO DO BUSINESS

December 31, 202~~34~~4, through December 31, 202~~45~~5

This Exhibit lists franchisees who had an office terminated, cancelled, not renewed or otherwise stopped doing business. The individuals/business entities on this list may also still be franchisees as to one or more other Liberty Tax Service ~~offices or may be a Liberty Tax Area Developer~~. This list also includes seasonal locations. Where a franchisee on this list lives in one state but had a store in another, the franchisee is listed by the state of residence.

*Denotes franchisees who transferred a franchise territory directly to another franchisee during the period December 31, 202~~34~~4, to December 31, 202~~45~~5.

Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
~~Perfect Circle Incorporated~~ AKBS LLC	~~Rhonda Hughes~~ Cheryl LaBrie	~~Wasilla~~ Anchorage	AK	(907) ~~631-1216~~ 268-8912
Foy Financial Inc.	William Foy	Daphne	AL	(334) 494-4663
David J. Sanders	David Sanders	Seale	AL	(706) 464-1509
~~Time to File~~ Lion Tax LLC*	~~Nicelle Dykstra~~ Larissa Leao Clark	Chandler	AZ	(480) ~~695-9406~~ 606-8987
~~Arthur L. Hall~~ Laura Ihrman	~~Arthur Hall~~ Laura Ihrman	~~Little Rock~~ Cottonwood	~~AR~~ AZ	(501)928 ~~868-9646~~ 301-1192
~~SCB LLC~~ John W. Regan	~~Sean Bowen~~ John Regan	~~Tucson~~ Mesa	AZ	(520)480 ~~784-1131~~ 678-3424
~~EasyMax Inc.~~ Marla Carmona LLC	~~Sun Kim~~ Marla Carmona	~~Anaheim~~ Phoenix	~~CA~~ AZ	(714)520 ~~588-3355~~ 250-5001
Gail Garcia Cerda	Gail Garcia Cerda	Bakersfield	CA	(661) 809-1634
~~Furqan Khaliq~~ *B&B Business Group LLC	~~Furqan Khaliq~~ Michael Budka	~~Citrus Heights~~ Brea	CA	(916)909 ~~261-0334~~ 730-6786
~~Robert Anderson~~ *John Gustafson	~~Robert Anderson~~ John Gustafson	~~La Quinta~~ Chula Vista	CA	(760)619 ~~564-0992~~ 517-9900
~~Alton Corotan~~ *Manceesh Gupta	~~Alton Corotan~~ Manceesh Gupta	~~Las Alamitos~~ Corona	CA	(562)714 ~~493-2797~~ 267-6639
~~Diamaya Industries Group~~ Linda Tatum	~~Felicia Jones~~ Linda Tatum	Los Angeles	CA	(818)323 ~~720-4751~~ 733-5563
~~BEL Express~~ Jodhpur Inc.	~~Muhammad M. Naeem~~ Parul Gupta	~~Redlands~~ Oxnard	CA	(909)805 ~~919-0911~~ 200-9901
~~Simranjot Bachal and Jessica Dhillon~~ *KDD Tax Inc.	~~Jessica Dhillon~~ Ken Dool	~~Riverside~~ Rancho Cucamonga	CA	(949)310 ~~394-7534~~ 528-2109
~~Coastal Tax LLC~~ Vikkielea Choroski	~~Andrea Burns~~ Vikkielea Choroski	~~San Clemente~~ Redwood City	CA	(949)415 ~~933-9247~~ 900-7377
~~Linda K. Brayden~~ MySmart Pocket Inc.	~~Linda Brayden~~ Rossell Lastimoso	~~San Jose~~ Bernardino	CA	(408)909 ~~390-7738~~ 602-6446
~~Louis Negron Jr. & Leonardo Negron~~ Ena Askia	~~Louis Negron Jr.~~ Ena Askia	~~Seaside~~ San Diego	CA	(831)267 ~~713-1474~~ 401-8956
~~NORCAL LTS Inc~~ John Nguyen	~~Shavi Sandhu~~ John Nguyen	~~Yuba City~~ Santa Ana	CA	(530)714 ~~713-3120~~ 330-7500
~~CO Tax~~ Suckut Financial Services Inc.Corp	~~Hilda Milner~~ Gerald Suckut	~~Aurora~~ Simi Valley	~~CO~~ CA	(303)805 ~~946-8968~~ 813-1020
~~R&K Evans LLC*~~	~~Kimberly Evans~~	~~Clifton~~	~~CO~~	(970) 640-5140
~~WD Taxes LLC~~ Eugene and Maryellen McKinley	~~William Doyle~~ Eugene McKinley	Colorado Springs	CO	(757)719 ~~372-2313~~ 460-3033
~~Rosy Curiel~~ SEJ Financials LLC	~~Rosy Curiel~~ Shelby Jones	~~Denver~~ Middletown	~~CO~~ DE	(720)302 ~~900-8516~~ 563-1090

Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
~~Brayaud Industries Inc.*~~	~~Steven McDermott~~	~~Littleton~~	~~CO~~	~~(303) 910-6478~~
~~Pioneer Valley Enterprises Inc.~~	~~Kristin Kieza~~	~~Torrington~~	~~CT~~	~~(413) 374-7030~~
~~Kamran Riaz~~	~~Kamran Riaz~~	~~Trumbull~~	~~CT~~	~~(203) 450-5563~~
~~I-Business Center LLC*~~	~~Charles Eldridge~~	~~Boca Raton~~	~~FL~~	~~(561) 715-8224~~
GSN Financial LLC *	Sandra Najmy	Bradenton	FL	(941) 812-7333
~~Malk JR Tax~~ <u>Ayron Solutions LLC</u>	~~Madison~~ <u>Luu Aaron Smolinsky</u>	~~Deltona~~ <u>Middleton</u>	FL	(407) <u>305</u> <u>433-6919</u> <u>469-7958</u>
~~Philip A Lynch & Rock W. Archacki~~	~~Philip Lynch~~	~~Fort Myers~~	~~FL~~	~~(216) 870-7800~~
~~Robert Medley~~	~~Robert Medley~~	~~Gainesville~~	~~FL~~	~~(904) 654-4654~~
~~Rhino Eagle Venture Inc~~ <u>Lowell Faux</u>	~~Myoinga Glaspey~~ <u>Lowell Faux</u>	~~Orange Park~~ <u>Ocala</u>	FL	(352) <u>222-7106</u> <u>638-5938</u>
~~Humphreys Your Tax Service Inc & Accounting Solutions of NPR LLC~~	~~Wesley Humphreys~~ <u>Carolle Ryan</u>	~~Orlando~~ <u>Port Richey</u>	FL	(407) <u>727</u> <u>580-5184</u> <u>858-7655</u>
~~Mr Teeh Stuff Inc~~	~~William McPherson~~	~~Oviedo~~	~~FL~~	~~(407) 340-4498~~
~~Michael Trombetta~~	~~Michael Trombetta~~	~~Palm City~~	~~FL~~	~~(973) 222-1114~~
~~Jigar & Krishna Banker~~ <u>Melissa Holstein</u>	~~Jigar Banker~~ <u>Melissa Holstein</u>	~~Panama City~~ <u>Saint Petersburg</u>	FL	(352) <u>514-2333</u> <u>364-1375</u>
~~Weston Simple Tax LLC~~	~~Armando Sarmiento~~	~~Weston~~	~~FL~~	~~(305) 497-8663~~
~~Tax Lady Hills LLC~~	~~Deborah Hills~~	~~Dacula~~	~~GA~~	~~(770) 616-0518~~
~~Harper White Investments LLC~~	~~Jeffrey White~~	~~Grayson~~	~~GA~~	~~(678) 260-7533~~
~~Victoria Hotobah During~~	~~Victoria Hotobah During~~	~~Lithonia~~	~~GA~~	~~(770) 572-5476~~
~~Katherine E&R Tax Group LLC. Phillips~~	~~Charity Eberhart~~ <u>Katherine Phillips</u>	~~Marietta~~ <u>Cohutta</u>	GA	(770) <u>706</u> <u>366-2652</u> <u>581-7507</u>
~~Edward Stock*~~ <u>Sam Roberson</u>	~~Edward~~ <u>Stock</u> <u>Sam Roberson</u>	~~Oxford~~ <u>Decatur</u>	GA	(770) <u>895-4269</u> <u>855-0219</u>
Tilcam Services Group LLC	Markee Tate	Stockbridge	GA	(901) 413-2851
~~A TEAM TAX AND FINANCIAL SVCS INC.*~~ <u>Dustin Griffin</u>	~~Ron Gatlin~~ <u>Dustin Griffin</u>	~~Ewa Beach~~ <u>Tifton</u>	~~HI~~ <u>GA</u>	(808) <u>229</u> <u>223-0100</u> <u>402-5815</u>
~~Nicholas J. Elliott*~~	~~Nicholas J. Elliott~~	~~Cedar Falls~~	~~IA~~	~~(319) 404-1590~~
~~Amjad Ghafoor*~~	~~Amjad Ghafoor~~	~~Aurora~~	~~IL~~	~~(630) 803-0757~~
~~CBM Financial~~ <u>WA Group Inc.*</u>	~~Hammad Mulla~~ <u>Edward Wilkins</u>	~~Calumet City~~ <u>Frankfort</u>	IL	(708) <u>252-1350</u> <u>636-1904</u>
~~Salem Financial Consultant, INC.~~	~~Mahdi Salem~~	~~Chicago~~	~~IL~~	~~(708) 525-2199~~
Carrie Bareis and John B. Bareis *	Carrie Bareis	Hull	IL	(217) 653-2716
~~Syed F. Ekram~~ <u>Saifur Choudhury</u>	~~Syed~~ <u>Ekram Saifur Choudhury</u>	~~Westmont~~ <u>Northbrook</u>	IL	(630) <u>847</u> <u>362-9539</u> <u>800-1653</u>
~~Monique Jackson~~ <u>Roy and Mary Couch</u>	~~Monique~~ <u>Jackson Roy Couch</u>	~~Indianapolis~~ <u>Muncie</u>	IN	(317) <u>765</u> <u>964-3865</u> <u>212-4896</u>

Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
~~Prickett Enterprises Inc.*~~ Charles Spencer	~~Michael Prickett~~ Charles Spencer	~~Shelbyville~~ New Castle	IN	(317)424-840-4127703-5280
KC Tax Services LLC	Zabbir Pirani	Overland Park	KS	(816) 616-9172
~~A FeldmannMDK Tax Service LLC*Limited Liability Company~~	~~AlAnn Feldmann~~ Debra Walker	~~Williamstown~~ Louisville	KY	(859)219-620-9992455-2150
~~Philip Jeanfreau~~ Dylan Gerard	~~Philip Jeanfreau~~ Dylan Gerard	~~Lacombe~~ Lafayette	LA	(985)337-900-4220852-0444
Andrew Smith	Andrew Smith	Natchitoches	LA	(318) 780-8953
~~Inhands Tax & Consulting LLC dba LTS 7721*Chantell~~ Tejada and Gernarda Bailey	~~Kandy Rose~~ Chantell Tejada	New Orleans	LA	(504) 494-0393905-6730
~~Taxmatters Inc.*~~ Bold Realty Investments LLC	~~Katelyn Browning~~ Luisa Osorio-Sanchez	~~Auburn~~ Lowell	MA	(508)978-832-3983728-8892
~~Samuel M. Trotman Jr.~~ Key Business Services Inc. *	~~Samuel M. Trotman Jr.~~ Linda Poehler	~~Hyde Park~~ Salem	MA	(617) 548-4228981-9870
~~Deniliva Inc.~~ George Handy	~~Steven Kowalski~~ George Handy	~~Southampton~~ Sterling	MA	(413)508-250-9857958-6267
~~Hartman Tax Service Inc.~~ Darryl Pryor	~~Robert Hartman~~ Darryl Pryor	~~Annapolis~~ Oxon Hill	MD	(410)703-245-1127655-6895
~~QBJ Tax Preparation Services~~ Redmond & Associates LLC	~~Quentin Jones~~ Denita Redmond	~~Hughesville~~ Detroit	MDMI	(410)248-236-4131255-8700
~~Leo Wagatha~~ Hampton Ventures Incorporated	~~Leo Wagatha~~ Susan Hampton	~~Brownstown~~ Farmington Hills	MI	(734) 516-3061718-8106
~~Ruth DeJonge~~ Kokopelli-I Inc.	~~Ruth DeJonge~~ James Reeves	~~Clawson~~ Fraser	MI	(248) 534-7277561-1290
~~Justin Y. Yono~~ Quality Tax Service One LLC	~~Justin Yono~~ Roxanna Frazier	~~Novi~~ Inkster	MI	(248)614-931-3100589-0193
~~Hardeastle Advisors LLC*Goliath Accounting Inc.~~	~~Ryan Case~~ Jacqueline Watson	~~Pointe Shores~~ West Bloomfield	MI	(313)248-605-4570360-0532
~~Jason Kassab*Breton Schulz~~	~~Jason Kassab~~ Brent Schulz	~~Royal Oak~~ Red Wing	MHMN	(586)651-709-3248301-1291
~~Dale Roman~~ MJM Investments Inc	~~Dale Roman~~ Scott Arlandson	~~Woodhaven~~ Rosemont	MHMN	(734)651-301-3741387-8269
~~William Allen~~ JDBW LLC	~~William Allen~~ Shirley Totten	~~Wyandotte~~ Belton	MHMO	(734)816-968-8990590-6648
~~Reenis Holdings~~ Thomas Henggeler Enterprises LLC*	~~Rene Isuk~~ Thomas Henggeler	~~Minneapolis~~ Kansas City	MNM O	(763)816-954-1148806-9091
~~Alysia L. Kramer*Priority Bookkeeping Services LLC~~	~~Alysia L. Kramer~~ Charles Womack	~~Columbia~~ Kansas City	MO	(573)816-694-2054929-4244
~~Carlos Walker~~ JDBW Enterprises Inc	~~Carlos Walker~~ Shirley Totten	~~Grandview~~ Peculiar	MO	(913)816-890-3523590-6648
~~Catherine Cooper and William Cooper~~ Thompson Financial Services Inc	~~Catherine Cooper~~ Bruce Thompson	~~New Madrid~~ Wentzville	MO	(573)314-225-1050614-6930
~~Verla K. Smith~~ Richard J. Davidson	~~Verla Smith~~ Richard J. Davidson	~~Rolla~~ West Plains	MO	(573)417-308-8409255-4604

Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
~~Paul C. Cox and Associates LLC~~ D&K of MS Inc.	~~Patsy Cox~~ Douglas King	~~Bolton~~ Petal	MS	(601) ~~866-7070~~ 520-1393
~~Spartan Marketing Inc~~ Concelium LLC	~~David Schuck~~ Christopher Landis	~~High Point~~ Charlotte	NC	(336) ~~704~~ 404-7871 425-1531
~~Robert Goodman~~ * Tammy Gurrera	~~Robert Goodman~~ Tammy Gurrera	~~Jefferson~~ Greenville	NC	(336) ~~919~~ 977-0670 720-5397
~~TM Enterprises of Linden Inc.~~ Cheydelle McKinzie	~~Gail Flowers~~ Cheydelle McKinzie	~~Linden~~ Greenville	NC	(910) ~~252~~ 309-1154 702-9101
Tammy Gurrera	Tammy Gurrera	Greenville	NC	(919) 720-5397
~~J&N Tax LLC~~ * McManus and McManus Enterprises Inc.	~~Jeff Butler~~ Chaunaka McManus	~~Sealy Mountain~~ High Point	NC	(828) ~~336~~ 226-3960 858-6109
~~Jesse & Angelina Smith~~ Fielding Financial LLC	~~Jesse Smith~~ Graham Fielding	~~Warsaw~~ Mooresville	NC	(910) ~~704~~ 352-4208 420-3657
Sarah Dalton Rathbone	Sarah Dalton Rathbone	Old Fort	NC	(828) 778-0169
Dulce N. Cuevas	Dulce Cuevas	Rocky Mount	NC	(252) 314-1853
Angie Amador	Angie Amador	Winston Salem	NC	(336) 391-1070
Red Wolf Financial LLC	Will Sumpter	Winston Salem	NC	(828) 455-4887
~~Tami Vigen~~ Western Stars and Stripes Inc.	~~Tami Vigen~~ Andrea Bonness	~~WEST FARGO~~ Mandan	ND	(701) ~~729-6266~~ 333-9082
~~Mark Graham~~ McFarmer Inc.	~~Mark Graham~~ Janice Farmer	~~Elizabeth~~ Blackwood	NJ	(917) ~~484~~ 992-8500 995-9396
~~SGM Capital LLC~~ * Anne Wurst	~~Stan Maliszewski~~ Anne Wurst	~~Freehold~~ Glassboro	NJ	(732) ~~856~~ 986-5776 881-8261
Hank Rearden LLC	Edward O'Connor	Hammonton	NJ	(856) ~~609~~ 524-0863 929-7438
~~Sunrise Professional Services LLC~~	~~Manuel Franco~~	~~Henderson~~	~~NV~~	(727) ~~642-5563~~
~~Diamond Experts LLC~~	~~Yolanda Flores~~	~~Las Vegas~~	~~NV~~	(618) ~~789-1840~~
~~Johnny Bilavarn~~ * WP Tax Service LLC	~~Johnny Bilavarn~~ Wendy Prows	Las Vegas	NV	(702) ~~204-5520~~ 497-6706
~~Lawrence Bruce~~	~~Lawrence Bruce~~	~~Las Vegas~~	~~NV~~	(702) ~~969-9340~~
~~John Noisette~~	~~John Noisette~~	~~Albany~~	~~NY~~	(917) ~~250-8052~~
~~Bronx Family District Service Inc.~~ * Corp	~~Faruk Ali~~ Lizette Diaz	Bronx	NY	(646) ~~842-3524~~ 520-8737
~~Beryl Roes~~ * Gary Stauber	~~Beryl Roes~~ Gary Stauber	~~Castorland~~ Hemlock	NY	(315) ~~585~~ 486-5983 314-1424
~~AAR 5 Stars RBA Tax Prep Services LLC~~ Inc.	~~Adeela Akbar~~ Amandeep Singh	~~Elmont~~ Hicksville	NY	(917) ~~718~~ 622-5729 636-6171
~~Emmanuel Foko and Gwladys Foko~~ Gary O'Brien	~~Emmanuel Foko~~ Gary O'Brien	~~Endicott~~ Jordanville	NY	(607) ~~518~~ 373-9444 469-8301
~~Phillip Texidor~~ Jennifer Ackerman	~~Phillip Texidor~~ Jennifer Ackerman	~~Flushing~~ Mannsville	NY	(917) ~~315~~ 418-2114 816-6145
~~ANDREY ZAHARIEV~~	~~Andrey Zahariev~~	~~Forest Hills~~	~~NY~~	(646) ~~382-5280~~
~~Hemizame LLC~~ Jennifer Cheng	~~Luis Hernandez~~ Jennifer Cheng	~~Garnerville~~ Queens	NY	(917) ~~474-6288~~ 293-5889

Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
~~David A. Bonne~~ Guardian Tax Group LLC	~~David — Bonne~~ Michael Thompson	~~Middletown~~ Rockville Centre	NY	(845)347-629-8735578-3856
Julio Veras	Julio Veras	New York	NY	(914) 200-9270
David Cepin	David Cepin	Queens Village	NY	(718) 635-0549
Vargas Holdings Corp.	Antonio Vargas	Ridgewood	NY	(917) 532-4734
UUB Corp*Platinum Tax Ltd.	~~Urata — Blakaj~~ Anthony Focca	Staten Island	NY	(347)718-417-4726351-8296
Mustapha Marseille*	Mustapha Marseille	Uniondale	NY	(516) 902-5824
Luis Encarnacion Mateo	Luis Encarnacion Mateo	Yonkers	NY	(646) 836-8816
Alison Holland	Alison Holland	Belpre	OH	(740) 516-1684
~~Haley — S. — Klein~~ Thomas Ackerman	~~Haley — Klein~~ Thomas Ackerman	Fremont	OH	(419) 463-0640355-1072
~~LTS Eaton and Associates LLC*~~ Andrew Smolen	~~Derriek — Brownlee~~ St. Andrew Smolen	~~Greenville~~ Jefferson	OH	(937)440-418-1944478-9991
~~Carson Woods & Anthony Marueco~~ B&B Tax	~~Carson — Woods~~ Landon Brockman	~~Hilliard~~ Piqua	OH	(614)937-271-8334541-6350
Adamanda Inc.*	Donna Lynch	Lebanon	OH	(513) 377-3203
Elizabeth Hurst*David Gang	~~Elizabeth — Hurst~~ David Gang	~~Lexington~~ Sylvania	OH	(419) 571-6644265-3945
~~Haek~~ Gang Financial LLC*	~~George Haek~~ David Gang	~~Toledo~~ Sylvania	OH	(419) 467-6579265-3945
~~Sanjay Parekh~~ Richard Shanbour	~~Sanjay — Parekh~~ Richard Shanbour	~~Bixby~~ Bethany	OKOk	(918)405-808-1438470-7342
BMH Enterprises LLC	Bret Hardee	Broken Arrow	OK	(806) 441-4497
~~Jeremy Fajardo~~ Vishal Bhagat	~~Jeremy — Fajardo~~ Vishal Bhagat	~~Allentown~~ Broken Arrow	PAOK	(484)918-719-9210250-9701
~~Felix R. Strater III*~~ CJ Accounting Inc	~~Felix R. Strater III~~ Cheryl Nichols	~~Chadds Ford~~ Poteau	PAOK	(610)501-304-4202262-8579
~~Mr. Big Dreams Inc~~ Michael W. Stanley	~~Karisma — Page~~ Michael Stanley	~~East Stroudsburg~~ Tulsa	PAOK	(570)918-460-8391635-5675
Thomas Jarosiek	Thomas Jarosiek	Johnstown	PA	(814) 242-2609
~~Michael J. Pesta~~ TLC Tax Services Inc.	~~Michael — Pesta~~ L. Kay Cobb	~~Roaring Spring~~ Tulsa	PAOK	(814)918-505-6862381-5546
Aliya AkhtarWilliam Holliday	~~Aliya — Akhtar~~ William Holliday	~~Columbia~~ Yukon	SCOK	(803)405-714-3202308-5846
~~Gary O. Stobart~~ Best Tax Filing LLC	~~Gary Stobart~~ Shuchi Joshi	~~Duncan~~ Hillsboro	SCOR	(864)206-504-5311335-9083
~~Kay — Weldon*~~ Coatesville Community Rising LLC	~~Kay — Weldon~~ Angela Hunter	~~Fort Mill~~ Downingtown	SCPA	(917)484-741-1847569-9132
TAXPREP LLC	Jason Williams	Wattsburg	PA	(814) 323-6531
~~Mohammad Akhtar*~~ Tax Team Two LLC	~~Mohammad Akhtar~~ Larry Slaughter	~~Fort Mill~~ Columbia	SC	(803) 873-0034732-7025
Temeyka Scott *	Temeyka Scott	Hopkins	SC	(803) 530-5795
~~ISMA~~ Pentax LLC*	~~Samantha Slapnik~~ Mercedes Curry	~~Myrtle Beach~~ Laurens	SC	(843)864-267-3590607-4855

Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
~~Derriek Green~~ AALA Enterprise LLC	~~Derriek Green~~ Laila Jasani	~~Orangeburg~~ Collier ville	~~SC~~ TN	(803)901 928-6617292-3737
~~Pekajo Services Inc.*~~	~~Mark Williams~~	~~Rock Hill~~	~~SC~~	-(803)-524-3399
~~GL Financial LLC~~	~~Christopher Wulforst~~	~~Spartanburg~~	~~SC~~	(864)-680-4894
~~JL Enterprises Incorporated*~~	~~Nicole Ossenfort~~	~~Box Elder~~	~~SD~~	(605)-484-9218
~~Sentry Investments Inc~~	~~Creighton Thurman~~	~~Vermillion~~	~~SD~~	(605)-624-6935
~~Sana Meghani*~~ Walker Intown Renewal LLC	~~Sana Meghani~~ Arbie Walker Connor	~~Atoka~~ Franklin	~~TN~~	(512)404 552-5252405-1564
~~Tony Allen~~ Dancisha LLC	~~Tony Allen~~ Mahmood Dhanani	~~Kingsport~~ Kodak	~~TN~~	(423)682 502-2805227-9716
~~Tendril Holdings LLC~~ Tye Brooks	~~Clifford Davidson~~ Tye Brooks	~~McMinnville~~ Abile ne	~~TN~~ TX	(931)325 581-1478665-9018
~~Timothy A. Richardson~~ Jody Bills and Abby Bills	~~Timothy A. Richardson~~ Jody Bills	~~Sevierville~~ Anna	~~TN~~ TX	(276)469 791-3745343-2840
~~Naney Clark~~ Lisa Comeau	~~Naney Clark~~ Lisa Comeau	~~Austin~~ Belton	~~TX~~	(512)254 468-9668346-4627
~~GHL Enterprises Inc~~ Alamo Tax Services LLC	~~Corinne Shipman~~ Salman Maknojia	~~Bedford~~ Carrollton	~~TX~~	(214) 642-4732755-3993
~~CTS Tax Services~~ North Dallas Wireless LLC*	~~Teri Rogers~~ William Lockett	~~Bullard~~ College Station	~~TX~~	(903)979 286-2406595-5774
~~Richard Biven~~ Demitrius Williams	~~Richard Biven~~ Demitrius Williams	~~Corpus Christi~~ Dallas	~~TX~~	(443)940 282-8705782-7106
~~CDM Business Services~~ JM Legacy Investments LLC	~~Michael Martinez~~ Royce Norris	~~Ferris~~ Desoto	~~TX~~	(469)817 658-1040437-5382
~~Javier Solis~~	~~Javier Solis~~	~~Edinburg~~	~~TX~~	(956) 578-9055
~~Waqar A. Khan~~	~~Waqar Khan~~	~~Garland~~	~~TX~~	(408) 509-9242
~~First Pitch LLC~~	~~J. Scott Kirk~~	~~Grand Prairie~~	~~TX~~	(817) 781-5247
~~Runnels Financial Services LLC*~~ Deetz Global Inc.	~~Mark Runnels~~ Andrew Deetz	~~Flower Mound~~ Heath	~~TX~~	(214) 240-8288808-1205
~~Ashish Pokharel~~ Sivonney Molina	~~Ashish Pokharel~~ Sivonney Molina	~~Houston~~ Hebbroville	~~TX~~	(562)361 293-7242389-1500
~~Lawrence Pope, Jr~~ 4 Real Partners	~~Lawrence Pope~~ Jerome Dickerson	~~Houston~~	~~TX~~	(832) 524-6768277-5270
~~Diligent Partners~~ Tax World LLC*	~~Mohammad~~ Tronica Harris	~~Irving~~ Houston	~~TX~~	(469)346 988-0698422-8872
~~Britomo Solutions LLC~~	~~Moises Brito~~	~~Houston~~	~~TX~~	(713) 320-4805
~~William Daniels~~	~~William Daniels~~	~~Huntsville~~	~~TX~~	(936) 577-0293
~~Southwest Texas Tax Service~~	~~Jean-Francois Meyrat~~	~~Laredo~~	~~TX~~	(832) 275-5727
~~Kailee Hart*~~ Yvonne Sosa	~~Kailee Hart~~ Yvonne Sosa	~~Livingston~~ Midland	~~TX~~	(979)432 450-5317634-1558
~~Williams Capital Management Inc~~ Mark	~~Justin Williams~~ Mark Fundoh	~~Lumberton~~ Midlothian	~~TX~~	(317)972 965-2202607-5234
~~Alejandro and Jose Lucio~~ Sienna Financial Services LLC	~~Alejandro Lucio~~ Craig Bryant	~~Pasadena~~ Missouri City	~~TX~~	(713)631 201-0478245-1283

Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
~~Monica Gonzalez~~	~~Monica Gonzalez~~	~~Pasadena~~	~~TX~~	~~(832) 978-7958~~
Calvin R. Henderson	Calvin <u>R.</u> Henderson	Pearland	TX	(832) 215-6091
~~Shakeel Ahmad~~	~~Shakeel Ahmad~~	~~Plano~~	~~TX~~	~~(832) 677-5752~~
~~Krystal Sias~~	~~Krystal Sias~~	~~Richmond~~	~~TX~~	~~(346) 379-0366~~
~~GalaxyAria Tax Services-LLC~~	Amin ~~MohammadCharania~~	San Antonio	TX	(210) ~~785~~ 528-0584845-6643
~~RGV Taxperts LLCMark Hawkins and Christal Hawkins~~	~~Kamlesh BhaktaMark Hawkins~~	~~San BenitoTexarkana~~	TX	(956) ~~903~~ 320-8378908-5970
~~Sana Meghani & Salman Virani~~	~~Salman Virani~~	~~Sugar Land~~	~~TX~~	~~(832) 875-1454~~
~~Stephanie Truax~~	~~Stephanie Truax~~	~~The Colony~~	~~TX~~	~~(469) 559-3899~~
~~KeleQu Ventures LLC*~~	~~Irma Rodriguez~~	~~Waxahachie~~	~~TX~~	~~(214) 669-7620~~
~~Jack McDonnell*RTA Real Estate Investments LLC~~	~~Jack McDonnellTony Anderson~~	~~LaytonWest Valley City~~	UT	(801) ~~661-4688554-3933~~
~~Dale Smith*~~	~~Dale Smith~~	~~St. George~~	~~UT~~	~~(435) 680-3050~~
~~Golden Dunes Tax Service Inc*Shandreeka Blount~~	Patricia ~~GriswoldShandreeka Blount~~	~~Colonial HeightsChesapeake~~	VA	(804) ~~757~~ 928-2651406-3727
~~Bobby Jay SpencerMazin Inc~~	~~Bobby SpencerRobert Grace~~	~~ForestDanville~~	VA	(434) ~~426-8656728-3102~~
Patricia Meadows	Patricia Meadows	Hampton	VA	(757) 870-6938
~~Tommy C. CrislerJoyce Jordan~~	~~Tommy CrislerJoyce Jordan~~	~~HamptonSpringfield~~	VA	(757) ~~703~~ 344-5691866-7779
~~Darran JohnsonMarkios Accounting & Tax Service LLC~~	~~Darran JohnsonMichael Malone~~	~~VINTONWoodbridge~~	VA	(434) ~~703~~ 441-7798473-0219
~~Christopher C. McCrackenSandra Compher~~	~~Christopher C. McCrackenSandra Compher~~	~~CentraliaRichland~~	WA	(360) ~~541~~ 481-7577821-6634
~~Mathis Financial Group Inc.*~~	~~Jennifer Mathis~~	~~Federal Way~~	~~WA~~	~~(253) 209-4268~~
~~Jason AndersonTS Financials LLC~~	~~Jason AndersonSamuel Rennert~~	~~AppletonMilwaukee~~	WI	(920) ~~414~~ 858-0614801-9591
~~Barto Ventures II LLC Eagle Ops Inc.~~	~~Brian BartoKort Kinstler~~	~~High ViewCheyenne~~	~~WVWY~~	(540) ~~307~~ 931-3866778-6533
~~Oakshaw LLC~~	~~Dustin Martz~~	~~Ridgeley~~	~~WV~~	~~(304) 685-8637~~
KMC Taxes LLC *	Kristi-Jo Sherman	Gillette	WY	(307) 670-2367

EXHIBIT H
FINANCIAL STATEMENTS AND GUARANTEE OF PERFORMANCE

LT Holdco, LLC and Subsidiaries

Consolidated Financial Statements

As of December 31, 2025 (Successor) and December 31, 2024 (Successor)
and for the Year Ended December 31, 2025 (Successor), Year Ended December 31, 2024 (Successor) and the Year Ended
December 31, 2023 (Predecessor)

LT Holdco, LLC and Subsidiaries

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Report of Independent Auditors

To the Management and Board of Directors of LT Holdco, LLC

Opinion

We have audited the accompanying consolidated financial statements of LT Holdco, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2025, and the related consolidated statements of operations, of comprehensive loss, of member's equity, and of cash flows for the year then ended, including the related notes (collectively referred to as the "consolidated financial statements").

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

Basis for Opinion

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

Other Matter

The consolidated financial statements of the Company as of December 31, 2024 and for the years ended December 31, 2024 and 2023 were audited by other auditors whose report, dated April 21, 2025, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Consolidated Financial Statements

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

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

PricewaterhouseCoopers LLP, 300 Madison Avenue, New York, New York 10017
T: (646) 471 3000

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with US GAAS, we:

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

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

PricewaterhouseCoopers LLP

New York, New York
April 8, 2026

LT Holdco, LLC and Subsidiaries

Consolidated Balance Sheets

As of December 31, 2025 (Successor) and December 31, 2024 (Successor)

(In thousands)	Successor	
	12/31/2025	12/31/2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 11,825	\$ 10,823
Current receivables, net	13,644	13,611
Assets held for sale	122	122
Other current assets	1,894	1,757
Total current assets	27,485	26,313
Property, equipment, and software, net	15,696	14,619
Non-current receivables, net	679	903
Goodwill	39,939	66,966
Intangible assets, net	88,932	88,666
Operating lease right-of-use assets	5,527	4,897
Other non-current assets	344	289
Total assets	\$ 178,602	\$ 202,653
Liabilities and Member's Equity		
Current liabilities:		
Current installments of long-term obligations	\$ 1,366	\$ 1,504
Current operating lease liabilities	2,678	2,151
Accounts payable and accrued expenses	19,033	20,094
Other current liabilities	605	1,414
Total current liabilities	23,682	25,163
Long-term obligations, excluding current installments, net	72,371	73,605
Non-current operating lease liabilities	2,618	2,572
Other non-current liabilities	254	235
Total liabilities	98,925	101,575
Member's equity		
Member's capital	79,677	101,222
Accumulated other comprehensive loss, net of taxes	-	(144)
Total member's equity	79,677	101,078
Total liabilities and member's equity	\$ 178,602	\$ 202,653

See accompanying notes to the consolidated financial statements.

LT Holdco, LLC and Subsidiaries

Consolidated Statements of Operations

Year Ended December 31, 2025 (Successor), Year Ended December 31, 2024 (Successor), and the Year Ended December 31, 2023 (Predecessor)

(In thousands)	Successor		Predecessor
	12/31/2025	12/31/2024	12/31/2023
Revenue:			
Service and other	\$ 88,038	\$ 88,586	\$ 100,894
Total revenues	88,038	88,586	100,894
Operating expenses:			
Selling, general, and administrative expenses	68,954	70,759	79,996
Depreciation and amortization expense	10,710	10,004	30,768
Impairment expense	20,190	-	69,572
Total operating expenses	99,854	80,763	180,336
Income (loss) from operations	(11,816)	7,823	(79,442)
Other (expense) income:			
Other	246	(361)	1,324
Interest expense, net	(9,665)	(10,483)	(10,397)
Loss before income taxes	(21,235)	(3,021)	(88,515)
Income tax benefit	310	319	9,948
Net loss	\$ (21,545)	\$ (3,340)	\$ (98,463)

See accompanying notes to the consolidated financial statements.

LT Holdco, LLC and Subsidiaries

Consolidated Statements of Comprehensive Loss

Year Ended December 31, 2025 (Successor), Year Ended December 31, 2024 (Successor), and the Year Ended December 31, 2023 (Predecessor)

(In thousands)	Successor		Predecessor
	12/31/2025	12/31/2024	12/31/2023
Net loss	\$ (21,545)	\$ (3,340)	\$ (98,463)
Foreign currency translation adjustment	144	(144)	188
Other comprehensive income (loss)	144	(144)	188
Comprehensive loss	\$ (21,401)	\$ (3,484)	\$ (98,275)

See accompanying notes to the consolidated financial statements.

LT Holdco, LLC and Subsidiaries

Consolidated Statement of Member's Equity

Year Ended December 31, 2025 (Successor), Year Ended December 31, 2024 (Successor), and the Year Ended December 31, 2023 (Predecessor)

	Predecessor		
	Member's Capital	Foreign Exchange Conversion	Total Member's Equity
(In thousands)			
Balance as of December 31, 2022	\$ 171,234	\$ (419)	\$ 170,815
Net loss	(98,463)	—	(98,463)
Other comprehensive income	—	188	188
Total comprehensive income (loss)	(98,463)	188	(98,275)
Contribution (from)/distribution to Former Parent	(30,523)	—	(30,523)
Balance as of December 31, 2023	\$ 42,248	\$ (231)	\$ 42,017
	Successor		
	Member's Capital	Foreign Exchange Conversion	Total Member's Equity
(In thousands)			
Balance as of December 31, 2023	\$ 42,248	\$ (231)	\$ 42,017
Acquisition of Company by Parent from Former Parent	62,314	231	62,545
Net loss	(3,340)	—	(3,340)
Other comprehensive loss	—	(144)	(144)
Total comprehensive income	58,974	87	59,061
Balance as of December 31, 2024	\$ 101,222	\$ (144)	\$ 101,078
Net loss	(21,545)	—	(21,545)
Other comprehensive income	—	144	144
Total comprehensive income (loss)	(21,545)	144	(21,401)
Balance as of December 31, 2025	\$ 79,677	\$ (0)	\$ 79,677

See accompanying notes to the consolidated financial statements.

LT Holdco, LLC and Subsidiaries

Consolidated Statement of Cash Flows

Year Ended December 31, 2025 (Successor), Year Ended December 31, 2024 (Successor), and the Year Ended December 31, 2023 (Predecessor)

(In thousands)	Successor		Predecessor
	12/31/2025	12/31/2024	12/31/2023
Operating activities			
Net loss	\$ (21,545)	\$ (3,340)	\$ (98,463)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Provision for doubtful accounts	1,732	1,779	3,650
Depreciation and amortization charges	10,710	10,004	30,768
Impairment charges	20,190	—	69,572
Amortization of deferred financing costs	16	—	874
Loss on disposal of fixed assets	52	10	718
Gain on disclaimed agreements	—	—	(2,650)
Stock-based compensation expense	—	—	(69)
Gain on bargain purchases and sales of Company-owned offices	(1,601)	(675)	(1,683)
Unrealized gain on marketable security	—	-	(651)
Deferred income taxes	1	69	9,168
Changes in:			
Accounts, notes, and interest receivable	(1,341)	(867)	3,740
Income taxes	(374)	(197)	(201)
Other assets	494	243	1,048
Accounts payable and accrued expenses	(1,593)	1,019	(2,092)
Deferred revenue	(218)	(442)	(813)
Net cash provided by operating activities	6,523	7,603	12,916
Investing activities			
Issuance of operating loans to franchisees	(442)	(159)	(389)
Payments received on operating loans to franchisees	706	546	609
Purchases of Company-owned offices, area developer rights, and acquired customer lists	(18)	(402)	(579)
Proceeds from sale of Company-owned offices and area developer rights	—	—	—
Proceeds from the sale of property, equipment, and software	—	—	24
Purchases of property, equipment, and software	(3,526)	(3,589)	(4,401)
Net cash used in investing activities	(3,280)	(3,604)	(4,736)
Financing activities			
Repayment of debt	(1,400)	(1,400)	—
Repayment of other long-term obligations	(29)	(28)	(37)
Borrowings under revolving credit facility	15,000	—	—
Repayments under revolving credit facility	(15,000)	—	—
Payment for debt issuance costs	(87)	—	(320)
Issuance of debt	—	—	26,282
(Payments to) borrowings from Parent	(752)	2,422	—
Distribution to Parent	—	—	(30,523)
Net cash provided by (used in) financing activities	(2,268)	994	(4,598)
Effect of exchange rate changes on cash, net	27	(46)	10
Net increase in cash, cash equivalents and restricted cash	1,002	4,947	3,592
Cash and cash equivalents at beginning of year	10,823	5,876	2,284
Cash and cash equivalents at end of year	\$ 11,825	\$ 10,823	\$ 5,876
Supplemental Cash Flow Disclosure			
Cash paid for taxes, net of refunds	\$ 683	\$ 552	\$ 505
Cash paid for interest	10,034	10,967	9,465
Accrued capital expenditures	116	376	173

See accompanying notes to the consolidated financial statements.

LT Holdco, LLC and Subsidiaries

Notes to the Consolidated Financial Statements

As of December 31, 2025 (Successor) and December 31, 2024 (Successor)
and for the Year Ended December 31, 2025 (Successor), Year Ended December 31, 2024 (Successor), and the Year Ended
December 31, 2023 (Predecessor)

Notes to the Consolidated Financial Statements

(1) Description of Business and Summary of Significant Accounting Policies*Nature of the Business*

LT Holdco, LLC (the “**Company**”), a Delaware limited liability company, is a holding company engaged through its subsidiaries as a franchisor, and to a lesser degree, an operator of a system of income tax preparation offices located in the United States of America (the “**U.S.**”) and Canada. Through its system of income tax preparation offices, the Company also facilitates refund-based tax settlement financial products, including refund transfer products in the U.S. and personal income tax refund discounting in Canada. The Company also offers online tax preparation services.

The Company was a wholly-owned subsidiary of NextPoint Acquisition Corp. (“**NextPoint**” or “**Former Member**” or “**Former Parent**”), a special purpose acquisition corporation incorporated under the laws of the Province of British Columbia. However, on January 2, 2024, the Company was acquired by LTCT Holdings, LLC (the “**Parent**”), a holding company comprised of the Former Parent’s primary secured lenders, BasePoint Capital LLC (“**BasePoint**”) and Drake Enterprises Ltd. (“**Drake**”) for \$203.3 million, consisting of a \$104.6 million credit bid and \$98.7 million in assumed liabilities (the “**Restructuring Transaction**”) as further discussed below.

On July 25, 2023, the Former Parent entered into a restructuring support agreement (“**RSA**”) with its primary secured lenders to substantially reduce the Former Parent’s consolidated debt. Under the RSA, the Former Parent’s primary secured lenders committed to purchase substantially all the Former Parent’s assets to be implemented through a sale and investment solicitation process in which the interested third parties were invited to submit competing offers to purchase all or some of the Former Parent’s assets.

Also on July 25, 2023, the Former Parent declared insolvency through an application for an initial order (“**Initial Order**”) to commence proceedings under the Companies’ Creditors Arrangement Act, R.S.C 1985, c. C-36, as amended (“**CCAA Proceedings**”) with the Supreme Court of British Columbia. The CCAA Proceedings were the basis for which the Former Parent then filed for bankruptcy under Chapter 15 of the United States Bankruptcy Code (“**Chapter 15 Proceedings**”) on July 26, 2023. The Chapter 15 Proceedings sought recognition in the United States of the CCAA Proceedings and related relief. The Company was an included entity on the list of petitioners associated with CCAA Proceedings; therefore, the Company was part of the plan for restructuring, but the Company did not declare bankruptcy.

Through the CCAA Proceedings, the Former Parent and the Company were granted the ability to disclaim certain obligations and contracts, which would allow for the Company to operate with fewer encumbrances in the future. Most notably, the Former Parent was able to reduce its aggregate outstanding debt obligation from approximately \$272 million to approximately \$75 million, with the majority of the Former Parent’s outstanding debt obligation released in exchange for the sale of the Company and other Former Parent subsidiaries to BasePoint and Drake (discussed further below). The remaining \$75 million obligation of the Former Parent is the long-term obligation directly associated with the Company (the “**LT Holdco Term Loan**”) and discussed in “Note 7 - Long-Term Obligations”.

In addition to the reduction of the Former Parent’s outstanding debt obligations, the Company was able to disclaim certain of its operating contracts through the CCAA Proceedings, primarily associated with store closures, area developers, and other vendor

Notes to the Consolidated Financial Statements

contracts, as well as the certain of our accrued settlement obligations. The table below represents a breakdown of the impact of the disclaimed contracts and obligations on operating income for the year ended December 31, 2023.

(In thousands)	Gain (Loss)
Store closures	\$ (657)
Area Developer contracts	153
Vendor contracts	42
Accrued settlements	3,112
Impact on operating income	<u>\$ 2,650</u>

The table below represents a breakdown of the impact of the disclaimed contracts and obligations on the balance sheet accounts as of December 31, 2023.

(In thousands)	Increase (Decrease)
Property, equipment, and software, net	\$ (129)
Goodwill	(439)
Intangible assets, net	(363)
Operating lease right-of-use assets	(1,272)
Other non-current assets	(80)
Total assets	<u>\$ (2,283)</u>
Current operating lease liabilities	(705)
Accounts payable and accrued expenses	(3,196)
Other current liabilities	(153)
Non-current operating lease liabilities	(879)
Total liabilities	<u>\$ (4,933)</u>
Net impact	<u>\$ 2,650</u>

On October 31, 2023, the Supreme Court of British Columbia approved the Former Parent's plan for emergence from insolvency, which included the approval of the sale of the Company and other Former Parent subsidiaries to BasePoint and Drake. In connection with the approval of the sale of the Company to BasePoint and Drake, the Company was released from the purview of the Initial Order and all other orders granted in respect of the CCAA Proceedings. On December 11, 2023, the Former Parent received the approval of its plan for emergence from its Chapter 15 Proceedings, which allowed for the completion of a sale of the Company in exchange for a total purchase price of \$203.3 million which consisted of a \$104.6 million credit bid and \$98.7 million of assumed liabilities as well as the elimination of most pending litigations against the Company, including the class-action litigation and the First Bank lawsuits discussed in Note 14. On January 2, 2024, the Restructuring Transaction was completed, and as a result, the Company effectively eliminated the burden of its cash distributions to the Former Parent, which had been used primarily to fund the daily operations of the Former Parent's other subsidiaries and were a primary driver of the Company's reduced liquidity.

Throughout the CCAA Proceedings and Chapter 15 Proceedings, the Company was in default of certain covenants within the LT Holdco Term Loan. The Company received waivers from BasePoint related to all actual covenant defaults. The Company and BasePoint amended the debt covenants during 2024.

Notes to the Consolidated Financial Statements

Basis of Presentation

As a result of the closing of the Restructuring Transaction on January 2, 2024, these Consolidated Financial Statements include the financial statements of the Company as Predecessor for the periods prior to January 2, 2024, and as Successor for the periods after January 2, 2024. The Predecessor and Successor periods have been separated to highlight the fact that the financial information for such periods has been prepared under two different historical-cost bases of accounting and are not comparable. The Restructuring Transaction occurred on January 2, 2024; however, no stub period financial statements were created as the Company is annually closed for business on January 1st for the New Year's holiday. As such, the December 31, 2023 balances reflect the closing balance sheet figures.

The Consolidated Financial Statements of the Company have been prepared in accordance with accounting principles generally accepted in the U.S. ("GAAP"). In the opinion of management, all adjustments necessary for a fair presentation of such financial statements in accordance with GAAP have been recorded.

The Consolidated Statements of Operations include all revenues and costs directly attributable to the Company and an allocation of expenses from the Former Parent for administrative functional expenses. The Former Parent allocated these costs to the Company using methodologies that management believes are appropriate and reasonable, however, these costs may not be indicative of amounts that would have been incurred if the Company had operated independently of the Former Parent. As a result of the Restructuring Transaction, the Company no longer has allocated costs and services provided by the Parent.

Transactions with the Parent and Former Parent and the subsidiaries of the Parent and Former Parent have been reflected in these Consolidated Financial Statements as related party transactions. Refer to "Note 13 - Related Party Transactions" for further detail. All intracompany accounts and transactions within the Company have been eliminated. The Parent and Former Parent's net investment in the Company is presented as Member's equity in the Consolidated Balance Sheets.

On January 2, 2024, as part of the Restructuring Transaction, the U.S. operations of the Company became a pass-through entity for tax purposes and, therefore, no longer subject to recording a U.S. income tax provision. The Company's tax accounting for its Canadian operations was not impacted by the Restructuring Transaction. Prior to the Restructuring Transaction, current and deferred income tax and the related tax expense were determined based on the Company's stand-alone results as if it were a separate corporate taxpayer (i.e., following the separate-return methodology). Additionally, current income taxes payable were calculated by the Company in applying the separate return methodology are deemed to have been remitted in cash to the Former Parent in the period the related tax expense was recorded.

Principles of Consolidation

The Consolidated Financial Statements include the accounts of LT Holdco, LLC and all of the entities it controls, including all wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

The Company does not possess any ownership interests in franchisee entities; however, the Company may provide financial support to franchisee entities. Because the Company's franchise arrangements provide franchisee entities the power to direct the activities that most significantly impact their economic performance, the Company does not consider itself the primary beneficiary of any such entity that meets the definition of a variable interest entity ("VIE"). Based on the results of management's analysis of potential VIEs, the Company has not consolidated any franchisee entities. The Company's maximum exposure to loss resulting from involvement with potential VIEs is attributable to accounts and notes receivable and future lease payments due from

Notes to the Consolidated Financial Statements

franchisees. When the Company does not have a controlling interest in an entity but has the ability to exert significant influence over the entity, the Company applies the equity method of accounting. See “Note 14 – Variable Interest Entities” for additional information about the maximum exposure related to VIEs.

Functional and Presentation Currency

The Company’s functional currency is the currency of its primary economic environment, the U.S. dollar. These Consolidated Financial Statements are presented in U.S. dollars, which is also the Company’s presentation currency. All amounts have been rounded to the nearest thousand, unless otherwise noted.

Transactions in foreign currencies are recorded at the rate of exchange at the date of the transaction. Monetary assets and liabilities in foreign currencies are translated at year-end rates. Any resulting exchange differences are recorded in the Consolidated Statements of Operations.

Assets and liabilities of the Company’s Canadian operations denominated in Canadian dollars are translated into U.S. dollars at the year-end exchange rate. Income and expenses are translated into U.S. dollars at the monthly weighted average exchange rate.

Differences arising from the translation of net assets of foreign operations, together with differences arising from translation of the net results of foreign operations, are presented in accumulated other comprehensive income (loss), net of taxes (“**AOCI**”) in the Consolidated Balance Sheets.

Significant Accounting Policies

Cash and Cash Equivalents - The Company considers all highly liquid debt instruments with original maturities of three months or less to be cash equivalents. Cash and cash equivalents are maintained in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents balances.

Accounts Receivable - Accounts receivable are recorded at the invoiced amount net of an allowance for credit losses and accrue finance charges at 12% per annum (“p.a.”) if unpaid after 30 days, compounded monthly. Accounts receivable balances are charged-off against the allowance after all possible means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its accounts receivable.

Notes Receivable - Notes receivable are recorded net of revenue constraints and the allowance for credit losses. Revenue constraints relate to the financed portion of franchise fees, and in the case of sales of Company-owned offices, the financed portion of gains related to such sales in cases where revenue has not yet been recognized. Interest income is accrued on the unpaid principal balance. The Company places notes receivable on non-accrual status and records an allowance against accrued interest if it is determined that the likelihood of collecting substantially all of the note and accrued interest is not probable. Generally, payments received on notes receivable on non-accrual status are applied to the principal note balance until the note is current, and then to interest income. Notes are written off against the allowance when all possible means of collection have been exhausted and the potential for recovery is considered remote.

Notes to the Consolidated Financial Statements

Concentrations of Credit Risk - Financial instruments that could potentially subject the Company to concentrations of credit risk consist of accounts and notes receivable with its franchisees. The Company manages such risk by evaluating the financial position and value of the franchisees as well as obtaining the personal guarantee of the individual franchisees. As of December 31, 2025 and 2024, there were no significant concentrations of credit risk associated with any individual franchisee or group of franchisees.

Allowance for Credit Losses - The allowance for credit losses includes the Company's best estimate of the amount of probable credit losses in the Company's accounts and notes receivable balances outstanding. Because the repayment of accounts and notes receivable is dependent on the performance of the underlying franchises, management estimates the allowance for doubtful accounts by comparing the amounts due to the estimated fair values of the underlying franchises collateralizing such receivables. If the carrying amount exceeds the estimated fair value of the underlying franchisee, the receivable is considered impaired. Management believes the allowance is adequate to cover the Company's exposure to credit losses.

Property, Equipment, and Software - Property, equipment, and software are stated at cost less accumulated depreciation and amortization. Depreciation and amortization is calculated using the straight-line method over the estimated useful lives of the assets, which are generally three to five years for computer equipment, three to seven years for software, five to seven years for furniture and fixtures, and twenty to thirty years for buildings. Leasehold improvements are amortized over the lesser of the lease term or the estimated useful lives of the assets. Certain allowable costs of software developed or obtained for internal use are capitalized and amortized over the estimated useful life of the software.

Goodwill - Goodwill represents the excess of purchase price over fair value of the net assets of the acquired business. Assets acquired from various franchisees related to franchise territories are operated as Company-owned offices. There is no distinct segment management structure overseeing the Company-owned offices, and therefore, the entire operations of the Company are a single reporting unit. Goodwill is not amortized, but instead tested for impairment at least annually. Goodwill is tested for impairment more frequently if events and circumstances indicate that the reporting unit might be impaired. The Company performs its annual impairment test as of July 31.

Revenue Recognition for Service and Other Revenues: These include royalties and advertising fees from franchisees, fees from the sales of franchises (and in 2023 Area Developer ("AD") territories), financial products, interest income from loans to franchisees and ADs, tax preparation services in the Company-owned stores and electronic filing fees. Commissions earned on services are presented net of related costs because the Company is acting as an agent in arranging the services for the customer and does not control the services being rendered. The Company recognizes franchise fee revenue for the sales of individual territories on a straight-line basis over the initial contract term when the obligations of the Company to prepare the franchisee and AD for operation are substantially complete, not to exceed the estimated amount of cash to be received. Royalties and advertising fees are recognized as franchise territories generate sales. Tax return preparation fees and financial products revenue are recognized in the period in which the related tax return is filed for the customer. Discounts for promotional programs are recorded at the time the return is filed and are recorded as reductions to revenue. Interest income on notes receivable is recognized based on the outstanding principal note balance, less unrecognized revenue, unless the note is placed on non-accrual status. Interest income on the unrecognized revenue portion of notes receivable is recognized when received. For accounts receivable, interest income is recognized based on the outstanding receivable balance over 30 days old, net of an allowance. See "Note 2 - Revenue" for additional information about each revenue stream and the related performance obligations.

Gains on sales of Company-owned offices are recognized when cash is received. Losses on sales of Company-owned offices are recognized immediately.

Notes to the Consolidated Financial Statements

Deferred Revenue - Deferred revenue represents the expected amount of cash to be received for franchise fees in excess of the revenue recognized to date.

Derivative Instruments and Hedging Activities - The Company recognizes all derivative instruments as either assets or liabilities in the Consolidated Balance Sheet at their respective fair values. For derivatives designated in hedging relationships, changes in fair value are either offset through earnings against the change in fair value of the hedged item attributable to the risk being hedged or recognized in other comprehensive income (“OCI”) to the extent the derivative is effective at offsetting the changes in cash flows being hedged until the hedged item affects earnings.

The Company only enters into a derivative contract when it intends to designate the contract as a hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability (cash flow hedge). For all hedging relationships, the Company formally documents the hedging relationship, including its risk management objective and strategy for undertaking the hedge, the hedging instrument, the hedged transaction, the nature of the risk being hedged, how the hedging instrument’s effectiveness in offsetting the hedged risk will be assessed prospectively and retrospectively, and a description of the method used to measure ineffectiveness. The Company also formally assesses, both at the inception of the hedging relationship and on an ongoing basis, whether the derivatives are highly effective in offsetting changes in cash flows of hedged transactions. For derivative instruments that are designated and qualify as part of a cash flow hedging relationship, the effective portion of the gain or loss on the derivative is reported as a component of OCI and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Gains and losses on the derivative representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness are recognized in current period earnings.

The Company discontinues hedge accounting prospectively when it determines that the derivative is no longer effective in offsetting cash flows attributable to the hedged risk; the derivative expires or is sold, terminated, or exercised; the cash flow hedge is de-designated because a forecasted transaction is not probable of occurring; or management determines to remove the designation of the cash flow hedge. In all situations in which hedge accounting is discontinued and the derivative remains outstanding, the Company continues to carry the derivative at its fair value in the Consolidated Balance Sheet and recognizes any subsequent changes in fair value in earnings. When it is no longer probable that a forecasted transaction will occur, the Company discontinues hedge accounting and immediately recognizes in earnings any gains and losses that were accumulated in OCI related to the hedging relationship.

Deferred Income Taxes - Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to the differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The determination of the Company's provision for income taxes requires significant judgment, the use of estimates, and the interpretation and application of complex tax laws. Significant judgment is required in assessing the timing and amounts of deductible and taxable items. The Company records unrecognized tax benefit liabilities for known or anticipated tax issues based on an analysis of whether, and the extent to which additional taxes will be due. The Company has elected to classify interest charged on a tax settlement in interest expense, and accrued penalties, if any, in selling, general and administrative expenses.

Notes to the Consolidated Financial Statements

Intangible Assets and Asset Impairment - Amortization of intangible assets is calculated using the straight-line method over the estimated useful lives of the assets, generally from two to ten years. Long-lived assets, such as property, equipment and software, and other purchased intangible assets subject to amortization and depreciation are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by comparing the carrying amount of the asset to the estimated undiscounted future cash flows expected to be generated by the asset. Recognition and measurement of a potential impairment is performed for these assets at the lowest level for which cash flows are individually identifiable. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds its fair value.

Fair value is determined through various valuation techniques, including discounted cash flow models, quoted market values, and third-party independent appraisals, as appropriate. Assets expected to be sold within one year are no longer depreciated or amortized. These assets are classified as held-for-sale and are presented separately in the Consolidated Balance Sheet at the lower of carrying amount or fair value less estimated costs to sell.

Comprehensive Income - Comprehensive income consists of net income, foreign currency translation adjustments, and the unrealized gains or losses on derivatives determined to be cash flow hedges, net of taxes.

AD expense - AD fees consist primarily of the ADs' share of royalties and franchise fees in their territories. The Company historically expensed AD fees in the period in which they are incurred. The Company no longer sells new AD territories or renews existing AD agreements as they expire. As of December 31, 2023, the Company no longer has any active AD agreements.

Advertising Expenses - Advertising costs, consisting primarily of print media, radio, direct mail and online advertisements intended to attract new customers and franchisees, are expensed in the period incurred.

Stock-Based Compensation - Prior to the Restructuring Transaction, the Company recorded the cost of its employee stock-based compensation as compensation expense in its Consolidated Statements of Operations.

Depreciation, Amortization, and Impairment Expenses - The Company has elected to report depreciation, amortization, and impairment expenses separately on the income statement.

Lease Accounting - The Company's lease portfolio consists mainly of leases for its retail store locations and office space. The Company also leases certain office equipment under finance leases. Finance lease right-of-use ("ROU") assets are included in Property, equipment and software, and the finance lease liabilities are included in current installments of long-term obligations and long-term obligations. The Company subleases some of its real estate and equipment leases.

At inception, the Company determines if an arrangement is a lease by evaluating whether the arrangement conveys the right to use an identified asset and whether the Company obtains substantially all of the economic benefits from, and has the ability to direct the use of, the asset. Leases with an initial term of 12 months or less are not recorded in the Consolidated Balance Sheet; the Company recognizes expense for these leases on a straight-line basis over the lease term. For leases with an initial term in excess of 12 months, ROU assets and lease liabilities are recognized based on the present value of the future lease payments over the committed lease term at the lease commencement date. The Company's leases do not contain an implicit rate; therefore, the Company uses its incremental borrowing rate and the information available at the lease commencement date in determining the present value of future lease payments. Most leases include one or more options to renew, with the exercise of the renewal options at the Company's sole discretion. The Company does not include renewal options in its determination of the lease term unless the

Notes to the Consolidated Financial Statements

renewals are deemed to be reasonably certain of exercise at lease commencement. Operating lease expense for lease payments is recognized on a straight-line basis over the lease term. The Company uses the long-lived assets impairment guidance in ASC Subtopic 360-10 “Property, Plant, and Equipment - Overall” to determine whether an ROU asset is impaired, and if so, the amount of the impairment charge to be recognized.

The Company has lease agreements with lease and non-lease components, which the Company elects to combine as one lease component for all classes of underlying assets. Non-lease components include variable costs based on actual costs incurred by the lessor related to the payment of real estate taxes, common area maintenance and insurance. These variable payments are expensed as incurred as variable lease costs.

Use of Estimates

In preparing these Consolidated Financial Statements in conformity with GAAP, Company management has made a number of estimates and assumptions related to the reporting of assets and liabilities, the disclosure of contingent assets and liabilities and the reported amounts of revenues and expenses. Actual results could differ from those estimates.

Recent Accounting Pronouncements

ASU 2023-09 - Income Taxes (Topic 740): *Improvements to Income Tax Disclosures*. This update, effective for non-public businesses for periods beginning after December 15, 2025 (with early adoption permitted), enhances annual income tax disclosures primarily to further disaggregate existing disclosures related to the effective income tax rate reconciliation and income taxes paid. The Company plans to adopt ASU 2039-09 as of January 1, 2026, in accordance with the required implementation date.

Acquisition of the Company by the Parent from the Former Parent

As discussed above, on January 2, 2024, the Restructuring Transaction was finalized transferring the ownership of the Company from the Former Parent to the Parent. The fair value of the consideration transferred at the acquisition date was \$203.3 million, consisting of a \$104.6 million credit bid and \$98.7 million in assumed liabilities. The table below summarizes the fair values of the identifiable assets acquired and liabilities assumed, which are pushed down to the Company as the Parent has identified the Company as the reporting unit.

(In thousands)	January 2 , 2024 Fair Value
Cash and cash equivalents	\$ 4,735
Current receivables	16,164
Other current assets	1,826
Property, equipment, and software	13,155
Intangible assets	96,200
Operating lease right-of-use assets	4,777
Other non-current assets	284
Total assets	\$ 137,141
Current liabilities	21,415
Long-term obligations, excluding current installments	74,141
Non-current operating lease liabilities	2,595
Other non-current liabilities	585
Total liabilities	\$ 98,737

Notes to the Consolidated Financial Statements

Net identifiable assets acquired	38,404
Goodwill	66,158
Consideration Transferred	<u>\$ 104,562</u>

(2) Revenue

The following represents disaggregated revenue for the years ended December 31, 2025, December 31, 2024, and December 31, 2023.

(In thousands)	Successor		Predecessor
	12/31/2025	12/31/2024	12/31/2023
Franchise fees	\$ 438	\$ 457	\$ 634
Area developer fees	—	-	64
Royalties and advertising fees	50,068	50,513	55,614
Financial products	19,672	21,464	25,106
Interest income	865	1,158	1,136
Assisted tax preparation fees, net of discounts	12,488	11,445	12,811
Electronic filing fees	2,031	2,130	2,506
Other revenues	2,476	1,419	3,023
Total service and other revenue	<u>\$ 88,038</u>	<u>\$ 88,586</u>	<u>\$ 100,894</u>

Performance Obligations

Information about the Company's revenue streams and related performance obligations are summarized below:

Initial Franchise Fees

Typically, franchise rights are granted to franchisees for an initial term of five years with an option to renew at no additional cost. In exchange for initial franchise fees, royalties and advertising fees, the Company is obligated by its franchise agreements to provide training, an operations manual, site selection guidance, tax preparation software, operational assistance, tax and technical support, the ability to perform electronic filing, and marketing and advertising. Under ASC 606, the transaction price received from customers is allocated to each separate and distinct performance obligation. The transaction price attributable to each separate and distinct performance obligation is then recognized as the performance obligations are satisfied. The services that the Company provides related to the initial franchise fees the Company receives from franchisees do not contain separate and distinct performance obligations from the franchise right. Accordingly, initial franchise fees, as constrained for amounts the Company does not expect to collect, are recognized over the initial term of the franchise agreement, which is generally five years.

AD Fees

Historically, the rights to develop a new territory were granted to an AD for an initial term of six or ten years with an option to renew at no additional cost. Under ASC 606, the Company recognized AD fees, as constrained for amounts not expected to be collected, over the initial term of the AD agreement.

The Company sold developed territories and simultaneously granted new ADs the right to operate as the exclusive AD in such territories for an initial term of six years or ten years. Under ASC 606, the transaction price, as constrained for amounts the Company does not expect to collect, was recognized as revenue over the initial term of the AD agreement.

Notes to the Consolidated Financial Statements

The Company made the decision to no longer sell new AD territories or renew existing AD agreements as they expire. As of December 31, 2023, the Company no longer had any active AD agreements.

Royalties and Advertising fees

Royalties and advertising fees, which are based on a percentage of the franchisees' sales, are recognized at the time the underlying sales occur. The Company has elected to use the right-to-invoice practical expedient for the recognition of minimum royalties. The Company believes that franchisees' sales provide a faithful depiction of the transfer of goods or services. Royalties and advertising fees are due within thirty days.

Financial Products

Revenue from financial products represents fees the Company earns for the facilitation of refund transfer and refund-based advance loan products provided by a third-party financial institution. Financial product revenue is recorded when the Company has satisfied all performance obligations associated with the facilitation of refund transfers and advance loans. Performance obligations are considered satisfied when the return is accepted by the Internal Revenue Service ("IRS") for refund transfers and when the loan is approved by the bank for advance loans. Refund transfer products and refund-based advance loans are recorded on a net basis as the Company is acting as an agent. The bank maintains full discretion in establishing pricing and is primarily responsible for fulfilling the promise to provide the products, while the Company acts as a facilitator operating on behalf of the financial institution.

Interest Income

Interest income on notes receivable is recognized based on the outstanding principal note balance, less unrecognized revenue, unless the note is placed on non-accrual status. Interest income on the unrecognized revenue portion of notes receivable is recognized as received. For accounts receivable, interest income is recognized based on the outstanding receivable balance past due over 30 days, net of an allowance.

Assisted Tax Preparation Fees

Assisted tax preparation fees, net of discounts, are recorded at the time the return is filed. The related discounts are recorded as reductions to revenue. Assisted tax preparation fees are due upon the filing of the customers' tax return.

Electronic Filing Fees

Electronic filing fees are recorded in the period the tax return is electronically filed, the electronic filing fees, net of the franchisees' share in such fees, are recorded as revenue in the Consolidated Statement of Operations.

Contract Balances

The following table provides information about receivables and contract liabilities (advances, deferred revenue, and franchise fees) from contracts with customers:

(In thousands)	Successor	
	12/31/2025	12/31/2024
Accounts receivable	\$ 12,006	\$ 10,725
Notes receivable	2,317	3,788
Advances, deferred revenue and franchise fees	9,438	9,653

Notes to the Consolidated Financial Statements

Changes in deferred revenue, franchise and AD fees are as follows:

(In thousands)	Successor		Predecessor
	12/31/2025	12/31/2024	12/31/2023
Deferred revenue, franchise and AD fees at beginning of period	\$ 9,653	\$ 10,101	\$ 16,912
New advances	12,000	12,000	9,000
Revenue recognized during the period	(13,094)	(12,555)	(15,835)
New deferrals of franchise fees	879	107	24
Advances, deferred revenue, and franchise fees at end of period	\$ 9,438	\$ 9,653	\$ 10,101

Anticipated Future Recognition of Advances, Deferred Revenue, and Franchise Fees

The following table reflects estimated advances, deferred revenue and franchise fees expected to be recognized in future periods related to performance obligations that are unsatisfied as of December 31, 2025:

(In thousands)	Estimate by Fiscal Year
2026	\$ 9,185
2027	85
2028	75
2029	69
2030	24
Thereafter	—
Total	\$ 9,438

(3) Notes and Accounts Receivable

Current and non-current receivables as of December 31, 2025 and 2024 are presented in the Consolidated Balance Sheets, as follows:

(In thousands)	Successor	
	12/31/2025	12/31/2024
Accounts receivable, net	\$ 14,989	\$ 12,732
Notes receivable, net	2,258	3,822
Interest receivable, net	817	886
Allowance for credit losses	(4,420)	(3,829)
Current receivables, net	13,644	13,611
Notes receivable - non-current, net	926	1,197
Allowance for credit losses - non-current	(247)	(294)
Non-current receivables, net	679	903
Total receivables	\$ 14,323	\$ 14,514

Most of the notes receivable are due from the Company's franchisees and are collateralized by the underlying franchise, and when the franchise is an entity, are guaranteed by the owners of the respective entity. The debtors' ability to repay the notes is dependent upon both the performance of the franchisee's industry as a whole and the individual franchise.

Notes to the Consolidated Financial Statements

The table above includes unrecognized revenue. Unrecognized revenue relates to the portion of franchise fees that the Company has not yet recognized, or in the case of sales of Company-owned offices, the financed portion of gains related to these sales in cases where revenue has not yet been recognized. For gains related to the sale of Company-owned offices, revenue is recorded as note payments are received by the Company. The Company evaluates the amount it anticipates collecting for franchise fees on a periodic basis. Unrecognized revenue was \$2.5 million and \$3.8 million as of December 31, 2025 and 2024, respectively.

Allowance for Credit Losses

Management considers specific accounts and notes receivable to be impaired if the net amounts due exceed the fair value of the underlying franchise at the time of the valuation and estimates a current expected credit loss ("CECL") based on that excess. The adequacy of the current expected credit loss allowance is assessed on a regular basis and adjusted as deemed necessary. Management believes the recorded allowance is adequate based upon its consideration of the estimated value of the franchises and AD areas, which serve as collateral for the receivables. Any adverse change in the individual franchisees' or ADs' territories could affect the Company's estimate of the allowance.

Activity in the allowance for credit losses for the years ended December 31, 2025 and 2024, was as follows:

(In thousands)	Successor	
	12/31/2025	12/31/2024
Balance at beginning of year	\$ 4,123	\$ 4,357
Provision for doubtful accounts	1,732	1,779
Write-offs, net of recoveries	(1,245)	(1,848)
Foreign currency adjustment	57	(165)
Balance at end of year	<u>\$ 4,667</u>	<u>\$ 4,123</u>

While not specifically identifiable as of the balance sheet date, the Company's experience also indicates that a portion of other accounts and notes receivable are impaired, and therefore, are also reserved for, since management does not expect to collect all principal and interest due under the current contractual terms.

Analysis of Past Due Receivables

The breakdown of accounts and notes receivable past due as of December 31, 2025 and 2024, was as follows:

(In thousands)	Successor			
	12/31/2025			
	Past due	Current	Interest receivable, net	Total receivables
Accounts receivable, net	\$ 5,139	\$ 9,850	\$ —	\$ 14,989
Notes and interest receivable, net	1,707	1,477	817	4,001
Total accounts, notes, and interest receivable, net	<u>\$ 6,846</u>	<u>\$ 11,327</u>	<u>\$ 817</u>	<u>\$ 18,990</u>

(In thousands)	Successor			
	12/31/2024			
	Past due	Current	Interest receivable, net	Total receivables
Accounts receivable, net	\$ 4,082	\$ 8,650	\$ —	\$ 12,732
Notes and interest receivable, net	1,564	3,455	886	5,905
Total accounts, notes, and interest receivable, net	<u>\$ 5,646</u>	<u>\$ 12,105</u>	<u>\$ 886</u>	<u>\$ 18,637</u>

Notes to the Consolidated Financial Statements

Accounts receivable are considered to be past due if unpaid 30 days after billing, and notes receivable are considered past due if unpaid 90 days after the due date. Due to the seasonality of the business, most past due balances are collected in the first quarter of the following fiscal year. If it is determined that the likelihood of collecting substantially all of the note and accrued interest is not probable the notes are placed on non-accrual status. The Company's notes receivable on non-accrual status as of December 31, 2025, and 2024 totaled \$1.7 million and \$1.6 million, respectively. Payments received on notes on non-accrual status are applied to the principal note balance until the note is current and then to interest income. Non-accrual notes that become current are moved back to accrual status during the next annual review.

(4) Property, Equipment, and Software, Net

Property, equipment, and software as of December 31, 2025 and 2024, were as follows:

(In thousands)	Successor	
	12/31/2025	12/31/2024
Land and land improvements	\$ 939	\$ 939
Buildings and building improvements	2,811	2,765
Leasehold improvements	942	864
Furniture, fixtures, and equipment	930	659
Software	14,612	11,244
Construction in progress	—	65
ROU Assets	61	61
Property, equipment, and software, gross	20,295	16,597
Less accumulated depreciation and amortization	4,599	1,978
Property, equipment, and software, net	\$ 15,696	\$ 14,619

Software includes both internally developed software and purchased software. Included in software are \$2.2 million and \$2.6 million of assets that had not been placed into service as of December 31, 2025 and 2024, respectively.

Total depreciation and amortization expense on property, equipment, and software was \$2.6 million for the year ended December 31, 2025 (\$2.0 million for the year ended December 31, 2024, and \$3.9 million for the year ended December 31, 2023, respectively). These amounts are included in depreciation and amortization expense in the Consolidated Statement of Operations.

(5) Goodwill and Intangible Assets

Changes in the carrying amount of goodwill for the year ended December 31, 2025 and 2024, were as follows:

(In thousands)	Successor	
	12/31/2025	12/31/2024
Balance at beginning of period	\$ 66,966	\$ 9,421
Goodwill resulting from purchase accounting	—	56,933
Adjustment related to purchase accounting ⁽¹⁾	(7,800)	—
Acquisitions of assets from franchisees and third parties	1,088	853
Disposals and foreign currency changes, net	(125)	(241)
Impairment	(20,190)	—
Balance at end of period	\$ 39,939	\$ 66,966

⁽¹⁾ During the year ended December 31, 2025, the Company recorded an adjustment to correct previously reported balances related to goodwill and customer relationships. As a result of this adjustment, goodwill decreased by \$7.8 million and customer relationships increased by a corresponding amount.

Notes to the Consolidated Financial Statements

On July 25, 2023, when the Company entered into the RSA and CCAA Proceedings, the Company determined that an event had occurred that would indicate that the reporting unit might be impaired. As a matter of happenstance, this event date essentially aligned with the Company's annual goodwill impairment testing date. Through the annual goodwill impairment testing conducted in July 2023, the Company determined that a goodwill impairment had occurred and the Company recorded an impairment charge of approximately \$69 million. The Company did not record any goodwill impairment charges for the year ended December 31, 2024. During the year ended December 31, 2025, the Company evaluated its goodwill for impairment and determined that the carrying amount of goodwill exceeded its estimated fair value, which resulted in a \$20.2 million goodwill impairment charge.

Components of intangible assets as of December 31, 2025 and 2024, were as follows:

Successor				
12/31/2025				
(In thousands)	Weighted average amortization period	Gross carrying amount	Accumulated amortization	Net carrying amount
Tradenames ⁽¹⁾	Indefinite life	\$ 56,600	\$ —	\$ 56,600
Customer lists	4 years	513	(102)	411
Customer relationships ⁽²⁾	6 years ⁽³⁾	47,400	(15,800)	31,600
Re-acquired rights	2 years	487	(166)	321
Total intangible assets		\$ 105,000	\$ (16,068)	\$ 88,932

Successor				
12/31/2024				
(In thousands)	Weighted average amortization period	Gross carrying amount	Accumulated amortization	Net carrying amount
Tradenames ⁽¹⁾	Indefinite life	\$ 56,600	\$ —	\$ 56,600
Customer lists	4 years	242	(30)	212
Customer relationships	5 years	39,600	(7,920)	31,680
Re-acquired rights	2 years	230	(56)	174
Total intangible assets		\$ 96,672	\$ (8,006)	\$ 88,666

⁽¹⁾ The Company's Tradenames have an indefinite life and are tested as part of the Company's annual impairment testing or when there is an indication of impairment.

⁽²⁾ During the year ended December 31, 2025, the Company recorded an adjustment to correct previously reported balances related to goodwill and customer relationships. As a result of this adjustment, goodwill decreased by \$7.8 million and customer relationships increased by a corresponding amount.

⁽³⁾ The Company revised the useful life of customer relationships from five years to six years.

For the years ended December 31, 2025 and 2024, the Company recorded goodwill and intangible assets of \$1.8 million and \$1.4 million, respectively, from the acquisition of franchises and third parties. All franchise acquisitions were accounted for as business combinations and recorded as intangible assets.

The Company reviews amortizable intangible assets for impairment whenever events or changes in circumstances indicate the carrying value of an asset may not be recoverable. Write-downs of assets acquired from franchisees relate to Company-owned offices that were subsequently closed and the difference between the fair value and carrying value of existing assets of Company-owned offices. There was no reduction in the carrying value of assets acquired from franchisees for the years ended December 31, 2025 and December 31, 2024. The carrying values of assets acquired from franchisees were reduced by \$0.1 million for the year ended December 31, 2023. This amount was included in impairment expense in the accompanying Consolidated Statements

Notes to the Consolidated Financial Statements

of Operations. The Company estimated the fair value of assets associated with Company-owned offices based on a valuation technique as described in “Note 1 - Description of Business and Summary of Significant Accounting Policies.”

For the years ended December 31, 2025, and 2024, amortization expense was \$8.1 million and \$8.0 million, respectively. These amounts were included in depreciation and amortization expense in the accompanying Consolidated Statements of Operations.

Annual amortization expense for the next five years are estimated to be as follows:

(In thousands)	As of 12/31/2025	As of 12/31/2024
2026	\$ 8,193	\$ 8,065
2027	8,109	8,026
2028	8,044	8,000
2029	7,977	7,968
2030	6	7
Thereafter	3	-
Total	\$ 32,332	\$ 32,066

(6) Leases

Lease costs recognized in selling, general and administrative expenses in the Consolidated Statements of Operations for the years ended December 31, 2025, 2024 and 2023, were as follows:

(In thousands)	Successor		Predecessor
	12/31/2025	12/31/2024	12/31/2023
Operating lease costs	\$ 3,035	\$ 2,756	\$ 4,144
Short-term operating lease costs	69	50	16
Variable operating lease costs	570	626	949
Sublease income	(636)	(866)	(1,440)
Total operating lease costs	\$ 3,038	\$ 2,566	\$ 3,669

As of December 31, 2025, maturities of lease liabilities were as follows:

(In thousands)	Operating leases
2026	\$ 2,956
2027	1,621
2028	771
2029	305
2030	102
Thereafter	14
Total undiscounted lease payments	5,769
Less interest	(473)
Present value of lease liabilities	\$ 5,296

As of December 31, 2025, operating leases had a weighted-average remaining lease term of 2.4 years and a weighted-average discount rate of 7.5%.

Notes to the Consolidated Financial Statements

The following represents other information pertaining to the Company's lease arrangements for the years ended December 31, 2025, 2024, and 2023:

(In thousands)	Successor		Predecessor
	12/31/2025	12/31/2024	12/31/2023
Non-cash information on lease liabilities arising from right-of-use assets	\$ 3,364	\$ 2,698	\$ 285
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	3,007	2,728	4,192

As a result of the CCAA Proceedings, the Company was able to disclaim certain leases related to stores. The impact of disclaiming those leases on operating lease right-of-use assets, current operating lease liabilities, and non-current operating lease liabilities is presented in “Note 1 - Description of Business and Summary of Significant Accounting Policies”.

(7) Long-Term Obligations

Long-term obligations as of December 31, 2025 and 2024, were as follows:

(In thousands)	Successor					
	12/31/2025			12/31/2024		
	Total	Current	Noncurrent	Total	Current	Noncurrent
LT Holdco Term Loan	\$ 73,789	\$ 1,400	\$ 72,389	\$ 75,001	\$ 1,400	\$ 73,601
Amounts due to former franchisees at zero percent interest	—	—	—	75	75	—
Finance lease liabilities	4	4	—	33	29	4
Total long-term obligations	73,793	1,404	72,389	75,109	1,504	73,605
Less unamortized deferred financing costs	(56)	(38)	(18)	—	—	—
Total long-term obligations, net	\$ 73,737	\$ 1,366	\$ 72,371	\$ 75,109	\$ 1,504	\$ 73,605

On July 2, 2021 the Former Parent entered into a \$200 million revolving credit facility (the “**Credit Facility**”), with affiliates of BasePoint. On November 1, 2022, the Former Parent and BasePoint entered into a Waiver and Amendment to the Revolving Credit Agreement (the “**Credit Facility Amendment**”), which, among others, set the maximum revolving Credit Facility commitment at \$130.0 million and provided for a new \$74.4 million LT Holdco Term Loan (the “**Term Loan**”) to the Company. The Company paid a \$1.7 million fee upon executing the Credit Facility Amendment and received \$49.0 million of the principal balance. An additional \$25.4 million refinance was executed on May 1, 2023. The new \$74.4 million term loan bears interest at the SOFR Reference Rate plus 9.50% per annum. The effective interest rate for the Term loan is 13.19% per annum. and it matures on July 2, 2027. Beginning on June 30, 2024, the Company was required to make amortization payments of \$0.7 million on the Term Loan on June 30th and December 31st each year, and as from the same date, may be required to make prepayments based on a calculation of excess cash flow. No excess cash flow payments have been made through December 31, 2025.

On April 19, 2024, the Company amended the Term Loan to include a \$5.0 million swingline. The Company may draw on the line through the maturity date of the Term Loan. The swingline bears interest at the SOFR Reference Rate plus 15.00% per annum. No draws were made on the swingline during 2025 and 2024.

Notes to the Consolidated Financial Statements

On January 14, 2025, the Company amended the Term Loan to allow the Company to enter into a credit agreement with Green Dot Bank (“**Green Dot Credit Agreement**”) to obtain one or more loans to fund the Company’s program in Canada whereby the Company provides tax settlement loans to consumer customers (“**Tax Rush Program**”). See further discussion of the Green Dot Credit Agreement below.

On January 23, 2025, the Company entered into a Green Dot Credit Agreement to obtain one or more loans to fund the Company’s Tax Rush Program in Canada. The initial commitment is for \$15.0 million which can be drawn upon from February 1, 2025 through March 31, 2027, with a paydown annually by March 31st. The Green Dot Credit Agreement bears interest at a rate of 8.00% per annum. The Company will draw the funds in U.S. dollars and then purchase foreign currency forward contracts to transfer money in Canadian dollars to its Canadian subsidiary. Under the terms of the foreign currency forward contracts, the exchange rate for repayments is fixed at the time advances are made, to eliminate any exposure to the Company for foreign currency fluctuations. All forward contracts will expire by March 31st of each year. The Company drew \$15.0 million during February 2025 and repaid the entire \$15.0 million during March 2025.

On April 3, 2025, the Company amended the Term Loan to update the covenants and extend the maturity date to July 2, 2027 and allow for three one-year extensions of the maturity date, so long as no default, default event or cease funding event occurs during that time. Approximately \$47.1 million of the Term Loan balance was extended within 90 days of the amendment, with the remainder extended upon execution of the agreement.

On December 19, 2025, the Company amended the Term Loan to update the minimum net worth covenant and to allow for a new credit card program to be executed on or before July 1, 2026.

Aggregate maturities of long-term debt as of December 31, 2025, were as follows:

(In thousands)	As of 12/31/25
2026	\$ 1,404
2027	72,389
Total long-term obligations	<u>\$ 73,793</u>

(8) Derivative Instruments

From time-to-time, the Company may enter into derivative financial instruments to manage exposures to changes in interest rates and foreign currency fluctuation on short-term advances made to its Canadian subsidiary. The Company does not speculate using derivative instruments, nor does it enter into derivative instruments for any purpose other than cash flow hedging.

(9) Member's Equity

Member’s capital

Member’s capital is comprised of equity transactions with the Parent and Former Parent. As discussed in “Note 1- Description of Business and Summary of Significant Accounting Policies”, on January 2, 2024, as part of the Restructuring Transaction, the Company was sold by the Former Parent to the Parent.

Notes to the Consolidated Financial Statements

Accumulated Other Comprehensive Loss

The components of accumulated other comprehensive (loss) income as of December 31, 2025 and 2024, were as follows:

(In thousands)	Successor	
	12/31/2025	12/31/2024
Foreign currency adjustment	\$ —	\$ (144)
Total accumulated other comprehensive income (loss)	\$ —	\$ (144)

(10) Stock Compensation Plan

Stock Options, Restricted Stock Units and Performance Stock Units of the Former Parent

Concurrent with the CCAA Proceedings, as described in “Note 1 - Description of Business and Summary of Significant Accounting Policies”, all outstanding stock options and RSU’s of the Former Parent were cancelled.

Stock Options of the Former Parent

Stock option activity during the year ended December 31, 2023, was as follows:

	Predecessor	
	Number of options	Weighted-average exercise price
Outstanding as of December 31, 2022	309,750	\$1.90
Forfeited or expired	(309,750)	1.90
Outstanding as of December 31, 2023	—	\$ —

Pursuant to the Former Parent’s Equity Incentive Plan, the Company granted stock options to employees on March 23, 2022. One third of the award vests on each of the three-year anniversary dates of the grant. The Company used a Black Scholes model to determine the fair value of the options. Volatility, the expected term and the risk-free rate are the primary inputs to the model.

No stock options were granted during the years ended December 31, 2025, 2024 and 2023, and there were no stock options outstanding as of December 31, 2025 and 2024.

Restricted Share Units of the Former Parent

The Former Parent awarded restricted share units (“RSU’s”) to employees of the Company during the year ended December 31, 2022. The Company recognized expense based on the estimated fair value of the RSU’s granted over the vesting period using the accelerated method. The fair value of RSU’s was determined using the Former Parent’s closing stock price on the date of the grant and generally vest at the end of a three-year period.

Notes to the Consolidated Financial Statements

RSU activity during the year ended December 31, 2023, was as follows:

	Predecessor	
	Number of RSUs	Weighted-average fair value at grant date
Outstanding as of December 31, 2022	97,125	\$3.00
Forfeited or expired	(97,125)	3.00
Outstanding as of December 31, 2023	—	\$ —

No RSU's were granted during the year ended December 31, 2023, and there were no RSU's outstanding as of December 31, 2025 and 2024.

Stock Compensation Expense Recognized under the Parent and Former Parent

No compensation expense was recognized for the years ended December 31, 2025 and 2024 due to no stock awards that were outstanding during the year. The Company recorded a \$0.1 million benefit due to forfeitures for the year ended December 31, 2023.

(11) Fair Value of Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Financial assets and liabilities subject to fair value measurements are classified according to a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. Valuation methodologies under the fair value hierarchy are as follows.

- Level 1—Quoted prices for identical assets and liabilities in active markets.
- Level 2—Quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, and model-based valuations in which all significant inputs are observable in the market.
- Level 3—Unobservable inputs in which little or no market data exists, requiring an entity to develop its own assumptions.

The Company measures or monitors certain of its assets and liabilities on a fair value basis. Fair value is used on a recurring basis for those assets and liabilities for which fair value is the primary basis of accounting. Other assets and liabilities are measured at fair value on a non-recurring basis; that is, they are subject to fair value adjustment in certain circumstances, such as when there is evidence of impairment.

Notes to the Consolidated Financial Statements

For each of the fair value hierarchy levels, the following tables present the assets and liabilities that are measured at fair value on a recurring and non-recurring basis as of December 31, 2025 and 2024:

(In thousands)	Total	Successor		
		12/31/2025		
		Fair value measurements using		
		Level 1	Level 2	Level 3
Non-recurring assets:				
Impaired accounts and notes receivable, net of unrecognized revenue	\$ 3,368	\$ —	\$ —	\$ 3,368
Impaired goodwill	39,939	—	—	39,939
Total non-recurring assets	\$ 43,307	\$ —	\$ —	\$ 43,307

(In thousands)	Total	Successor		
		12/31/2024		
		Fair value measurements using		
		Level 1	Level 2	Level 3
Non-recurring assets:				
Impaired accounts and notes receivable, net of unrecognized revenue	\$ 2,734	\$ —	\$ —	\$ 2,734
Total non-recurring assets	\$ 2,734	\$ —	\$ —	\$ 2,734

(12) Income Taxes

Overview

On January 2, 2024, as part of the Restructuring Transaction discussed in “Note 1- Description of Business and Summary of Significant Accounting Policies”, the U.S. operations of the Company became a pass-through entity for tax purposes and, therefore, no longer subject to recording a U.S. income tax provision. The Company's tax accounting for its Canadian operations was not impacted by the Restructuring Transaction.

Prior to the Restructuring Transaction, the Company calculated the provision for income taxes by using the separate return method. Under this method, the Company is assumed to file a separate return with the tax authority. The Company's historical provisions show the amount of tax payable or refundable on the basis of a hypothetical, current year separate return. The Company provided deferred taxes on temporary differences and any carryforwards it could claim on its hypothetical separate return and assessed the need for a valuation allowance on the basis of the Company's projected results.

Components of income tax expense for the years ended December 31, 2025, 2024, and 2023, were as follows:

(In thousands)	Successor		Predecessor
	12/31/2025	12/31/2024	12/31/2023
Current:			
Federal	\$ —	\$ —	\$ 104
State	24	—	44
Foreign	285	318	632
Current tax expense (benefit)	309	318	780
Deferred:			
Federal	—	—	6,890
State	—	—	2,019
Foreign	1	—	259
Deferred tax expense (benefit)	1	—	9,168
Total income tax expense (benefit)	\$ 310	\$ 318	\$ 9,948

Notes to the Consolidated Financial Statements

For the years ended December 31, 2025, 2024, and 2023 loss before income taxes consisted of the following:

(In thousands)	Successor		Predecessor
	12/31/2025	12/31/2024	12/31/2023
U.S. operations	\$ (22,795)	\$ (4,961)	\$ (91,592)
Foreign operations	1,560	1,940	3,077
Loss before income taxes	\$ (21,235)	\$ (3,021)	\$ (88,515)

Income tax benefit differed from the amounts computed by applying the U.S. federal income tax rate of 21% to pre-tax income from continuing operations as a result of the following for the year ended December 31, 2023:

(In thousands)	Predecessor 12/31/2023
Computed "expected" income tax expense (benefit)	\$ (18,588)
Increase (decrease) in income taxes resulting from:	
Current state taxes	(4,525)
State income taxes, net of federal benefit	—
Nondeductible expenses	75
Goodwill impairment expense	6,062
Purchase accounting adjustment	—
Foreign tax rate differential	164
Current year permanent items	—
Valuation allowance	26,316
Global intangible low-taxed income ("GILTI")	—
Return to provision	309
Other	135
Total income tax expense (benefit)	\$ 9,948

The tax effect of temporary differences between the financial statement carrying amounts and tax basis of assets and liabilities that give rise to significant portions of deferred tax assets and liabilities as of December 31, 2025 and 2024, were as follows:

(In thousands)	Successor	
	12/31/2025	12/31/2024
Deferred tax assets:		
Property, equipment and software	\$ 1	\$ 186
Lease liability	25	51
Total deferred tax assets (before valuation allowance)	26	237
Valuation allowance	-	(182)
Total deferred tax assets (after valuation allowance)	26	55
Deferred tax liabilities		
Right-of-use assets	(27)	(55)
Total deferred tax liabilities	(27)	(55)
Net deferred tax assets	\$ (1)	\$ —

As of December 31, 2025 and December 31, 2024, as a result of the Restructuring Transaction, the Company has no U.S. federal or state net operating losses.

As of December 31, 2025, the Company's earliest open tax year for U.S. federal income tax purposes was the fiscal year ended December 31, 2022.

Notes to the Consolidated Financial Statements

Pursuant to ASC 740-30-25, the Company asserts that the undistributed earnings of its foreign subsidiary, Liberty Tax Canada, as of December 31, 2025, are permanently and indefinitely reinvested, and the Company will not recognize a deferred tax liability for outside basis differences related to its investment in the foreign subsidiary. The Company has concluded that it does not need to repatriate funds to the U.S. to satisfy domestic needs. Any undistributed earnings will be used to meet the working capital needs of Liberty Tax Canada. As of December 31, 2025, the amount of cumulative earnings for Liberty Tax Canada since January 2, 2024, when the Company was acquired by LTCT, Holdings LLC, are \$3.5 million of income. As the Company has asserted permanent reinvestment of these earnings, it is impracticable to determine the deferred tax liability associated with the Company's investment in the foreign subsidiary.

The Company has elected to treat amounts incurred under the GILTI rules as an expense in the period in which the tax is accrued. Accordingly, no deferred tax assets or liabilities are recorded related to GILTI.

As of December 31, 2025, no uncertain tax position liabilities, interest or penalties related to any uncertain tax positions were recorded.

(13) Related Party Transactions

Transactions entered into between the Company and Parent and Former Parent are related party transactions. Transactions with the Former Parent include various services and administration functions provided by the Former Parent, cash management including treasury functions provided by the Former Parent and filing and payment of federal and state taxes for the business. These transactions are recorded at cost.

Services provided by the Parent and Former Parent

The Former Parent had historically allocated costs to the Company for services and administrative functions provided by the Former Parent, including, but not limited to, executive management, legal, finance, marketing, and human resources. The allocations were generally determined using a percentage of total revenue. Management of the Company and Former Parent considered these allocations to be a reasonable reflection of the utilization of services by, or benefits provided to, the Company. However, these allocations may not have reflected the expense the Company would have incurred as a standalone entity for the periods presented. As a result of the Restructuring Transaction, the Company no longer has allocated costs and services provided by the Parent.

For the year ended December 31, 2023, a total of \$7.2 million of corporate expenses were allocated to the Company by the Former Parent.

(In thousands)	Predecessor	
	12/31/2023	
Employee compensation and benefits	\$	3,350
Professional fees and insurance		3,835
Total charge, net	\$	7,185

As of December 31, 2025 and December 31, 2024, the Company had a note payable to BasePoint in the amount of \$73.8 million and \$75.0 million, respectively. See the LT Holding Term Loan discussed in "Note 7 – Long-Term Obligations".

Notes to the Consolidated Financial Statements

(14) Variable Interest Entities

The Company has relationships with certain franchisees that are considered VIEs. These franchisees are independently owned and operated businesses. These franchisees are considered VIEs because they do not have sufficient financial resources to operate independently without support from the Company. The Company's involvement with these franchisees includes accounts and notes receivable and, in some cases, lease arrangements where the Company is the primary lessee and subleases the location to the franchisee.

The Company is not the primary beneficiary of these VIEs, as it does not have the power to direct the activities that most significantly impact their economic performance. Accordingly, the Company does not consolidate these entities.

The Company's maximum exposure to loss related to these VIEs is limited to its accounts and notes receivable and lease-related arrangements, including future lease payments under non-cancelable lease agreements.

The table below summarizes the Company's carrying amounts and maximum exposure to loss as of December 31, 2025, and December 31, 2024:

(In thousands)	Successor			
	12/31/2025		12/31/2024	
	Carrying Amount	Maximum Exposure	Carrying Amount	Maximum Exposure
Accounts receivable	\$ 2,060	\$ 2,060	\$ 1,364	\$ 1,364
Notes receivable	430	430	196	196
Lease-related exposure	—	620	—	600
	<u>\$ 2,490</u>	<u>\$ 3,110</u>	<u>\$ 1,560</u>	<u>\$ 2,160</u>

(15) Commitments and Contingencies

In the ordinary course of operations, the Company may become or is party to claims and lawsuits that are considered to be ordinary, routine litigation, incidental to the business, including claims and lawsuits concerning the preparation of customers' income tax returns, the fees charged to customers for various products and services, relationships with franchisees, intellectual property disputes, employment matters and contract disputes. Although the Company cannot provide assurance that it will ultimately prevail in each instance, it believes the amount, if any, it will be required to pay in the discharge of liabilities or settlements in these claims will not have a material adverse impact on its Consolidated Statement of Operations, financial position or cash flows except as provided below.

District of Columbia v. JTH Tax, LLC. On September 21, 2022, the DC Attorney General ("AG") filed a complaint against the Company in the Superior Court of the District of Columbia. The complaint contains one count asserting an alleged violation of the DC Consumer Protection Procedures Act. The AG alleges that the Company's Cash-In-A-Flash ("CIF") promotion was deceptive and misleading as franchisees in the District allegedly increased their prices to offset offering the CIF promotion. The complaint seeks an unspecified amount of damages and injunctive relief.

On October 17, 2022, JTH removed the case to federal court of the District of Columbia and on October 24, 2022, filed a motion to dismiss. On October 26, 2022, the District filed a motion to remand the case back to state court. The Company's opposition was filed on November 15, 2022, and the reply for the District was filed on November 29, 2022. The motion to remand was

Notes to the Consolidated Financial Statements

granted by the Court. The Company agreed upon a settlement with the District on January 9, 2024. As of December 31, 2023, the Company had accrued \$0.7 million related to this case, which is included in Accounts payable and accrued expenses in the Consolidated Balance Sheet. During 2024, \$0.5 million was paid related to the previously accrued liability; therefore, as of December 31, 2024, there was \$0.2 million outstanding related to this case, which was included in Accounts payable and accrued expenses in the Consolidated Balance Sheet. During 2025, the Company paid \$0.1 million toward the previously accrued liability and accrued an additional \$0.4 million for outstanding settlement disbursements. Of the amount accrued, \$0.1 million was applied to the case as reimbursement to the Company in accordance with the settlement terms. As of December 31, 2025, \$0.2 million remained outstanding related to this case, and \$0.3 million of disbursements were pending refund. These amounts are included in Accounts payable and accrued expenses and Current receivables, respectively, in the Consolidated Balance Sheet.

(16) Selling, General and Administrative Expenses

Selling, general and administrative expenses for the years ended December 31, 2025, 2024, and 2023, were as follows:

(In thousands)	Successor		Predecessor
	12/31/2025	12/31/2024	12/31/2023
Employee compensation and benefits	\$ 29,509	\$ 30,290	\$ 28,037
AD expense	-	-	1,214
Advertising expense	11,998	12,339	14,388
Professional fees	3,935	4,588	7,106
Bad debt expense, net	1,732	1,779	2,587
Software, computer and office supplies	11,520	11,189	11,595
Other	10,260	10,574	15,069
Total selling, general and administrative expense	\$ 68,954	\$ 70,759	\$ 79,996

(17) Assets Held for Sale

Assets held for sale represent the Company's owned buildings and equipment being marketed for sale. Changes in the carrying amount of assets held for sale for the years ended December 31, 2025 and 2024, were as follows:

(In thousands)	Successor	
	12/31/2025	12/31/2024
Balance at beginning of period	\$ 122	\$ —
Transfer in from property, equipment, and software	—	122
Balance at end of period	\$ 122	\$ 122

(18) Employee 401(k) Plan

Effective August 15, 2024, the 401(k) plan was transferred from the Former Parent to the Parent. This plan matches 50% of each employees' contribution up to 6% of the employees' salary, for a maximum matching contribution equal to 3% of the employees' salary.

(In thousands)	Successor		Predecessor
	12/31/2025	12/31/2024	12/31/2023
Contribution Expense	\$ 500	\$ 385	\$ 388

(19) Subsequent Events

The Company evaluated events or transactions occurring after December 31, 2025, through April 8, 2026, the date of issuance of these Consolidated Financial Statements, that would have a material impact on the accounting or presentation of the Consolidated Financial Statements. Based on this evaluation, no events occurred that required recognition or disclosure in the financial statements.

LT Holdco, LLC and Subsidiaries

Consolidated Financial Statements

As of December 31, 2024 (Successor) and December 31, 2023 (Predecessor)
and for the Year Ended December 31, 2024 (Successor), Year Ended December 31, 2023 (Predecessor) and the Year Ended
December 31, 2022 (Predecessor)

LT Holdco, LLC and Subsidiaries

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INDEPENDENT AUDITOR'S REPORT

To LT Holdco, LLC

Opinion

We have audited the consolidated financial statements of LT Holdco, LLC and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2024 (Successor) and 2023 (Predecessor), and the related consolidated statements of operations, consolidated statements of comprehensive loss, consolidated statement of member's equity, and consolidated statement of cash flows for the years ended December 31, 2024 (Successor), 2023 (Predecessor), and 2022 (Predecessor) and the related notes to the consolidated financial statements (the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and 2023, and the results of its operations and its cash flows for the periods described above 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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our 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 for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the 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.

Deloitte & Touche LLP

April 21, 2025

LT Holdco, LLC and Subsidiaries

Consolidated Balance Sheets

As of December 31, 2024 (Successor) and December 31, 2023 (Predecessor)

(In thousands)	Successor 12/31/2024	Predecessor 12/31/2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 10,823	\$ 5,876
Current receivables, net	13,611	14,316
Assets held for sale	122	—
Other current assets	1,757	1,826
Total current assets	26,313	22,018
Property, equipment, and software, net	14,619	20,743
Non-current receivables, net	903	1,848
Goodwill	66,966	9,421
Intangible assets, net	88,666	80,034
Operating lease right-of-use assets	4,897	3,902
Other non-current assets	289	284
Total assets	\$ 202,653	\$ 138,250
Liabilities and Member's Equity		
Current liabilities:		
Current installments of long-term obligations	\$ 1,504	\$ 1,431
Current operating lease liabilities	2,151	1,800
Accounts payable and accrued expenses	20,094	16,522
Other current liabilities	1,414	1,202
Total current liabilities	25,163	20,955
Long-term obligations, excluding current installments, net	73,605	72,774
Non-current operating lease liabilities	2,572	1,919
Other non-current liabilities	235	585
Total liabilities	101,575	96,233
Member's equity		
Member's capital	101,222	42,248
Accumulated other comprehensive loss, net of taxes	(144)	(231)
Total member's equity	101,078	42,017
Total liabilities and member's equity	\$ 202,653	\$ 138,250

See accompanying notes to the consolidated financial statements.

LT Holdco, LLC and Subsidiaries

Consolidated Statements of Operations

Year Ended December 31, 2024 (Successor), Year Ended December 31, 2023 (Predecessor), and the Year Ended December 31, 2022 (Predecessor)

(In thousands)	Successor	Predecessor	
	12/31/2024	12/31/2023	12/31/2022
Revenue:			
Service and other	\$ 88,586	\$ 100,894	\$ 118,370
Total revenues	88,586	100,894	118,370
Operating expenses:			
Selling, general, and administrative expenses	70,759	79,996	84,123
Depreciation and amortization expense	10,004	30,768	33,477
Impairment expense	—	69,572	267
Total operating expenses	80,763	180,336	117,867
Income (loss) from operations	7,823	(79,442)	503
Other (expense) income:			
Other	(361)	1,324	(1,804)
Interest expense, net	(10,483)	(10,397)	(2,070)
Loss before income taxes	(3,021)	(88,515)	(3,371)
Income tax (benefit) expense	319	9,948	(1,403)
Net loss	\$ (3,340)	\$ (98,463)	\$ (1,968)

See accompanying notes to the consolidated financial statements.

LT Holdco, LLC and Subsidiaries

Consolidated Statements of Comprehensive Loss

Year Ended December 31, 2024 (Successor), Year Ended December 31, 2023 (Predecessor), and the Year Ended December 31, 2022 (Predecessor)

(In thousands)	Successor	Predecessor	
	12/31/2024	12/31/2023	12/31/2022
Net loss	\$ (3,340)	\$ (98,463)	\$ (1,968)
Other comprehensive income (loss)			
Foreign currency translation adjustment	(144)	188	(449)
Unrealized gain (loss) on interest rate swap agreement, net of taxes of \$0, \$0 and (\$9), respectively	—	—	(32)
Other comprehensive income (loss)	(144)	188	(481)
Comprehensive loss	\$ (3,484)	\$ (98,275)	\$ (2,449)

See accompanying notes to the consolidated financial statements.

LT Holdco, LLC and Subsidiaries

Consolidated Statement of Member's Equity

Year Ended December 31, 2024 (Successor), Year Ended December 31, 2023 (Predecessor), and the Year Ended December 31, 2022 (Predecessor)

(In thousands)	Predecessor			
	Member's Capital	Net gain / (loss) on interest rate swap agreement	Foreign Exchange Conversion	Total Member's Equity
Balance as of December 31, 2021	\$ 238,524	\$ 32	\$ 30	\$ 238,586
Net loss	(1,968)	—	—	(1,968)
Other comprehensive loss	—	(32)	(449)	(481)
Total comprehensive loss	(1,968)	(32)	(449)	(2,449)
Stock-based compensation, net of deferred taxes	314	—	—	314
Contribution (from)/distribution to Former Parent	(65,636)	—	—	(65,636)
Balance as of December 31, 2022	\$ 171,234	\$ —	\$ (419)	\$ 170,815
Net loss	(98,463)	—	—	(98,463)
Other comprehensive income	—	—	188	188
Total comprehensive income (loss)	(98,463)	—	188	(98,275)
Contribution (from)/distribution to Former Parent	(30,523)	—	—	(30,523)
Balance as of December 31, 2023	\$ 42,248	\$ —	\$ (231)	\$ 42,017
(In thousands)	Successor			
	Member's Capital	Net gain / (loss) on interest rate swap agreement	Foreign Exchange Conversion	Total Member's Equity
Balance as of December 31, 2023	\$ 42,248	\$ —	\$ (231)	\$ 42,017
Acquisition of Company by Parent from Former Parent	62,314	—	231	62,545
Net loss	(3,340)	—	—	(3,340)
Other comprehensive income	—	—	(144)	(144)
Total comprehensive income	58,974	-	87	59,061
Balance as of December 31, 2024	\$ 101,222	\$ —	\$ (144)	\$ 101,078

See accompanying notes to the consolidated financial statements.

LT Holdco, LLC and Subsidiaries

Consolidated Statement of Cash Flows

Year Ended December 31, 2024 (Successor), Year Ended December 31, 2023 (Predecessor), and the Year Ended December 31, 2022 (Predecessor)

(In thousands)	Successor	Predecessor	
	12/31/2024	12/31/2023	12/31/2022
Operating activities			
Net loss	\$ (3,340)	\$ (98,463)	\$ (1,968)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Provision for doubtful accounts	1,779	3,650	1,445
Depreciation and amortization charges	10,004	30,768	33,477
Impairment charges	—	69,572	267
Amortization of deferred financing costs	—	874	480
Loss on disposal of fixed assets	10	718	1,441
Gain on disclaimed agreements	—	(2,650)	—
Stock-based compensation expense	—	(69)	314
Gain on bargain purchases and sales of Company-owned offices	(675)	(1,683)	(2,426)
Unrealized (gain) loss on marketable security	—	(651)	1,523
Deferred income taxes	69	9,168	(929)
Changes in:			
Accounts, notes, and interest receivable	(867)	3,740	12,753
Income taxes	(197)	(201)	(1,214)
Other assets	243	1,048	(444)
Accounts payable and accrued expenses	1,019	(2,092)	9,991
Deferred revenue	(442)	(813)	(286)
Net cash provided by operating activities	7,603	12,916	54,424
Investing activities			
Issuance of operating loans to franchisees and area developers	(159)	(389)	(992)
Payments received on operating loans to franchisees and area developers	546	609	633
Purchases of Company-owned offices, area developer rights, and acquired customer lists	(402)	(579)	(1,606)
Proceeds from sale of Company-owned offices and area developer rights	—	—	173
Proceeds from the sale of property, equipment, and software	—	24	4,870
Purchases of property, equipment, and software	(3,589)	(4,401)	(7,845)
Net cash used in investing activities	(3,604)	(4,736)	(4,767)
Financing activities			
Repayment of debt	(1,400)	—	—
Repayment of other long-term obligations	(28)	(37)	(1,664)
Payment for debt issuance costs	—	(320)	(1,705)
Issuance of debt	—	26,282	49,038
(Payments to) borrowings from Parent	2,422	—	(29,000)
(Distribution to) contribution from Parent	—	(30,523)	(65,330)
Net cash provided by (used in) financing activities	994	(4,598)	(48,661)
Effect of exchange rate changes on cash, net	(46)	10	(26)
Net increase in cash, cash equivalents and restricted cash	4,947	3,592	970
Cash and cash equivalents at beginning of year	5,876	2,284	1,314
Cash and cash equivalents at end of year	\$ 10,823	\$ 5,876	\$ 2,284
Supplemental Cash Flow Disclosure			
Cash paid for taxes, net of refunds	\$ 552	\$ 505	\$ 743
Cash paid for interest	10,967	9,465	603
Accrued capital expenditures	376	173	466

See accompanying notes to the consolidated financial statements.

LT Holdco, LLC and Subsidiaries

Notes to the Consolidated Financial Statements

As of December 31, 2024 (Successor) and December 31, 2023 (Predecessor)

and for the Year Ended December 31, 2024 (Successor), Year Ended December 31, 2023 (Predecessor), and the Year Ended
December 31, 2022 (Predecessor)

Notes to the Consolidated Financial Statements

(1) Description of Business and Summary of Significant Accounting Policies

Nature of the Business

LT Holdco, LLC (the “**Company**”), a Delaware limited liability company, is a holding company engaged through its subsidiaries as a franchisor, and to a lesser degree, an operator of a system of income tax preparation offices located in the United States of America (the “**U.S.**”) and Canada. Through its system of income tax preparation offices, the Company also facilitates refund-based tax settlement financial products, including refund transfer products in the U.S. and personal income tax refund discounting in Canada. The Company also offers online tax preparation services.

The Company was a wholly-owned subsidiary of NextPoint Acquisition Corp. (“**NextPoint**” or “**Former Member**” or “**Former Parent**”), a special purpose acquisition corporation incorporated under the laws of the Province of British Columbia. However, on January 2, 2024, the Company was acquired by LTCT Holdings, LLC (the “**Parent**”), a holding company comprised of the Former Parent’s primary secured lenders, BasePoint Capital LLC (“**BasePoint**”) and Drake Enterprises Ltd. (“**Drake**”). for \$203.3 million, consisting of a \$104.6 million credit bid and \$98.7 million in assumed liabilities (the “**Restructuring Transaction**”) as further discussed below.

On July 25, 2023, the Former Parent entered into a restructuring support agreement (“**RSA**”) with its primary secured lenders to substantially reduce the Former Parent’s consolidated debt. Under the RSA, the Former Parent’s primary secured lenders committed to purchase substantially all the Former Parent’s assets to be implemented through a sale and investment solicitation process in which the interested third parties were invited to submit competing offers to purchase all or some of the Former Parent’s assets.

Also on July 25, 2023, the Former Parent declared insolvency through an application for an initial order (“**Initial Order**”) to commence proceedings under the Companies’ Creditors Arrangement Act, R.S.C 1985, c. C-36, as amended (“**CCAA Proceedings**”) with the Supreme Court of British Columbia. The CCAA Proceedings were the basis for which the Former Parent then filed for bankruptcy under Chapter 15 of the United States Bankruptcy Code (“**Chapter 15 Proceedings**”) on July 26, 2023. The Chapter 15 Proceedings sought recognition in the United States of the CCAA Proceedings and related relief. The Company was an included entity on the list of petitioners associated with CCAA Proceedings; therefore, the Company was part of the plan for restructuring, but the Company did not declare bankruptcy.

Through the CCAA Proceedings, the Former Parent and the Company were granted the ability to disclaim certain obligations and contracts, which would allow for the Company to operate with fewer encumbrances in the future. Most notably, the Former Parent was able to reduce its aggregate outstanding debt obligation from approximately \$272 million to approximately \$75 million, with the majority of the Former Parent’s outstanding debt obligation released in exchange for the sale of the Company and other Former Parent subsidiaries to BasePoint and Drake (discussed further below). The remaining \$75 million obligation of the Former Parent is the long-term obligation directly associated with the Company (the “**LT Holdco Term Loan**”) and discussed in “Note 7 - Long-Term Obligations”.

In addition to the reduction of the Former Parent’s outstanding debt obligations, the Company was able to disclaim certain of its operating contracts through the CCAA Proceedings, primarily associated with store closures, area developers, and other vendor

Notes to the Consolidated Financial Statements

contracts, as well as the certain of our accrued settlement obligations. The table below represents a breakdown of the impact of the disclaimed contracts and obligations on operating income for the year ended December 31, 2023.

(In thousands)	Gain (Loss)
Store closures	\$ (657)
Area Developer contracts	153
Vendor contracts	42
Accrued settlements	3,112
Impact on operating income	<u>\$ 2,650</u>

The table below represents a breakdown of the impact of the disclaimed contracts and obligations on the balance sheet accounts as of December 31, 2023.

(In thousands)	Increase (Decrease)
Property, equipment, and software, net	\$ (129)
Goodwill	(439)
Intangible assets, net	(363)
Operating lease right-of-use assets	(1,272)
Other non-current assets	(80)
Total assets	<u>\$ (2,283)</u>
Current operating lease liabilities	(705)
Accounts payable and accrued expenses	(3,196)
Other current liabilities	(153)
Non-current operating lease liabilities	(879)
Total liabilities	<u>\$ (4,933)</u>
Net impact	<u>\$ 2,650</u>

On October 31, 2023, the Supreme Court of British Columbia approved the Former Parent's plan for emergence from insolvency, which included the approval of the sale of the Company and other Former Parent subsidiaries to BasePoint and Drake. In connection with the approval of the sale of the Company to BasePoint and Drake, the Company was released from the purview of the Initial Order and all other orders granted in respect of the CCAA Proceedings. On December 11, 2023, the Former Parent received the approval of its plan for emergence from its Chapter 15 Proceedings, which allowed for the completion of a sale of the Company in exchange for a total purchase price of \$203.3 million which consisted of a \$104.6 million credit bid and \$98.7 million of assumed liabilities as well as the elimination of most pending litigations against the Company, including the class-action litigation and the First Bank lawsuits discussed in Note 14. On January 2, 2024, the Restructuring Transaction was completed, and as a result, the Company effectively eliminated the burden of its cash distributions to the Former Parent, which had been used primarily to fund the daily operations of the Form Parent's other subsidiaries and were a primary driver of the Company's reduced liquidity.

Throughout the CCAA Proceedings and Chapter 15 Proceedings, the Company was in default of certain covenants within the LT Holdco Term Loan. The Company received waivers from BasePoint related to all actual covenant defaults. The Company and BasePoint amended the debt covenants during 2024.

Notes to the Consolidated Financial Statements

Basis of Presentation

As a result of the closing of the Restructuring Transaction on January 2, 2024, these Consolidated Financial Statements include the financial statements of the Company as Predecessor for the periods prior to January 2, 2024, and as Successor for the periods after January 2, 2024. The Predecessor and Successor periods have been separated to highlight the fact that the financial information for such periods has been prepared under two different historical-cost bases of accounting and are not comparable. The Restructuring Transaction occurred on January 2, 2024; however, no stub period financial statements were created as the Company is annually closed for business on January 1st for the New Year's holiday. As such, the December 31, 2023 balances reflect the closing balance sheet figures.

The Consolidated Financial Statements of the Company have been prepared in accordance with accounting principles generally accepted in the U.S. ("GAAP"). In the opinion of management, all adjustments necessary for a fair presentation of such financial statements in accordance with GAAP have been recorded.

The Consolidated Statements of Operations include all revenues and costs directly attributable to the Company and an allocation of expenses from the Former Parent for administrative functional expenses. The Former Parent allocated these costs to the Company using methodologies that management believes are appropriate and reasonable, however, these costs may not be indicative of amounts that would have been incurred if the Company had operated independently of the Former Parent. As a result of the Restructuring Transaction, the Company no longer has allocated costs and services provided by the Parent.

Transactions with the Parent and Former Parent and the subsidiaries of the Parent and Former Parent have been reflected in these Consolidated Financial Statements as related party transactions. Refer to "Note 13 - Related Party Transactions" for further detail. All intracompany accounts and transactions within the Company have been eliminated. The Parent and Former Parent's net investment in the Company is presented as Member's equity in the Consolidated Balance Sheets.

On January 2, 2024, as part of the Restructuring Transaction, the U.S. operations of the Company became a pass-through entity for tax purposes and, therefore, no longer subject to recording a U.S. income tax provision. The Company's tax accounting for its Canadian operations was not impacted by the Restructuring Transaction. Prior to the Restructuring Transaction, current and deferred income tax and the related tax expense were determined based on the Company's stand-alone results as if it were a separate corporate taxpayer (i.e., following the separate-return methodology). Additionally, current income taxes payable were calculated by the Company in applying the separate return methodology are deemed to have been remitted in cash to the Former Parent in the period the related tax expense was recorded.

Principles of Consolidation

The Consolidated Financial Statements include the accounts of LT Holdco, LLC and all of the entities it controls, including all wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

The Company does not possess any ownership interests in franchisee entities; however, the Company may provide financial support to franchisee entities. Because the Company's franchise arrangements provide franchisee entities the power to direct the activities that most significantly impact their economic performance, the Company does not consider itself the primary beneficiary of any such entity that meets the definition of a variable interest entity ("VIE"). Based on the results of management's analysis of potential VIEs, the Company has not consolidated any franchisee entities. The Company's maximum exposure to loss resulting from involvement with potential VIEs is attributable to accounts and notes receivable and future lease payments due from franchisees. When the Company does not have a controlling interest in an entity but has the ability to exert significant influence over the entity, the Company applies the equity method of accounting.

Notes to the Consolidated Financial Statements

Functional and Presentation Currency

The Company's functional currency is the currency of its primary economic environment, the U.S. dollar. These Consolidated Financial Statements are presented in U.S. dollars, which is also the Company's presentation currency. All amounts have been rounded to the nearest thousand, unless otherwise noted.

Transactions in foreign currencies are recorded at the rate of exchange at the date of the transaction. Monetary assets and liabilities in foreign currencies are translated at year-end rates. Any resulting exchange differences are recorded in the Consolidated Statements of Operations.

Assets and liabilities of the Company's Canadian operations reported in Canadian dollars are translated into U.S. dollars at the year-end exchange rate. Income and expenses are translated into U.S. dollars at the monthly weighted average exchange rate.

Differences arising from the translation of net assets of foreign operations, together with differences arising from translation of the net results of foreign operations, are presented in accumulated other comprehensive income (loss), net of taxes ("AOCI") in the Consolidated Balance Sheets.

Significant Accounting Policies

Cash and Cash Equivalents - The Company considers all highly liquid debt instruments with original maturities of three months or less to be cash equivalents. Cash and cash equivalents are maintained in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents balances.

Accounts Receivable - Accounts receivable are recorded at the invoiced amount net of an allowance for credit losses and accrue finance charges at 12% per annum ("p.a.") if unpaid after 30 days, compounded monthly. Account balances are charged-off against the allowance after all possible means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its accounts receivable.

Notes Receivable - Notes receivable are recorded net of revenue constraints and the allowance for credit losses. Revenue constraints relate to the financed portion of franchise fees, and in the case of sales of Company-owned offices, the financed portion of gains related to such sales in cases where revenue has not yet been recognized. Interest income is accrued on the unpaid principal balance. The Company places notes receivable on non-accrual status and records an allowance against accrued interest if it is determined that the likelihood of collecting substantially all of the note and accrued interest is not probable. Generally, payments received on notes receivable on non-accrual status are applied to the principal note balance until the note is current, and then to interest income. Notes are written-off against the allowance when all possible means of collection have been exhausted and the potential for recovery is considered remote.

Concentrations of Credit Risk - Financial instruments that could potentially subject the Company to concentrations of credit risk consist of accounts and notes receivable with its franchisees. The Company manages such risk by evaluating the financial position and value of the franchisees as well as obtaining the personal guarantee of the individual franchisees. As of December 31, 2024 and 2023, there were no significant concentrations of credit risk associated with any individual franchisee or group of franchisees.

Allowance for Credit Losses - The allowance for credit losses includes the Company's best estimate of the amount of probable credit losses in the Company's accounts and notes receivable balances outstanding. Because the repayment of accounts and notes receivable is dependent on the performance of the underlying franchises, management estimates the allowance for doubtful

Notes to the Consolidated Financial Statements

accounts by comparing the amounts due to the estimated fair values of the underlying franchises collateralizing such receivables. If the carrying amount exceeds the estimated fair value of the underlying franchisee, the receivable is considered impaired. Management believes the allowance is adequate to cover the Company's exposure to credit losses.

Property, Equipment, and Software - Property, equipment, and software are stated at cost less accumulated depreciation and amortization. Depreciation and amortization is calculated using the straight-line method over the estimated useful lives of the assets, which are generally three to five years for computer equipment, three to seven years for software, five to seven years for furniture and fixtures, and twenty to thirty years for buildings. Leasehold improvements are amortized over the lesser of the lease term or the estimated useful lives of the assets. Certain allowable costs of software developed or obtained for internal use are capitalized and amortized over the estimated useful life of the software.

Goodwill - Goodwill represents the excess of purchase price over fair value of the net assets of the acquired business. Assets acquired from various franchisees related to franchise territories are operated as Company-owned offices. There is no distinct segment management structure overseeing the Company-owned offices, and therefore, the entire operations of the Company are a single reporting unit. Goodwill is not amortized, but instead tested for impairment at least annually. Goodwill is tested for impairment more frequently if events and circumstances indicate that the reporting unit might be impaired. The Company performs its annual impairment test as of July 31.

Revenue Recognition for Service and Other Revenues: These include royalties and advertising fees from franchisees, fees from the sales of franchises and Area Developer ("AD") territories, financial products, interest income from loans to franchisees and ADs, tax preparation services in the Company-owned stores and electronic filing fees. Commissions earned on services are presented net of related costs because the Company is acting as an agent in arranging the services for the customer and does not control the services being rendered. The Company recognizes franchise and AD fee revenue for the sales of individual territories on a straight-line basis over the initial contract term when the obligations of the Company to prepare the franchisee and AD for operation are substantially complete, not to exceed the estimated amount of cash to be received. Royalties and advertising fees are recognized as franchise territories generate sales. Tax return preparation fees and financial products revenue are recognized in the period in which the related tax return is filed for the customer. Discounts for promotional programs are recorded at the time the return is filed and are recorded as reductions to revenue. Interest income on notes receivable is recognized based on the outstanding principal note balance, less unrecognized revenue, unless the note is placed on non-accrual status. Interest income on the unrecognized revenue portion of notes receivable is recognized when received. For accounts receivable, interest income is recognized based on the outstanding receivable balance over 30 days old, net of an allowance. See "Note 2 - Revenue" for additional information about each revenue stream and the related performance obligations.

Gains on sales of Company-owned offices are recognized when cash is received. Losses on sales of Company-owned offices are recognized immediately.

Deferred Revenue - Deferred revenue represents the expected amount of cash to be received for AD and franchise fees in excess of the revenue recognized to date.

Derivative Instruments and Hedging Activities - The Company recognizes all derivative instruments as either assets or liabilities in the Consolidated Balance Sheet at their respective fair values. For derivatives designated in hedging relationships, changes in fair value are either offset through earnings against the change in fair value of the hedged item attributable to the risk being hedged or recognized in other comprehensive income ("OCI") to the extent the derivative is effective at offsetting the changes in cash flows being hedged until the hedged item affects earnings.

Notes to the Consolidated Financial Statements

The Company only enters into a derivative contract when it intends to designate the contract as a hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability (cash flow hedge). For all hedging relationships, the Company formally documents the hedging relationship, including its risk management objective and strategy for undertaking the hedge, the hedging instrument, the hedged transaction, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed prospectively and retrospectively, and a description of the method used to measure ineffectiveness. The Company also formally assesses, both at the inception of the hedging relationship and on an ongoing basis, whether the derivatives are highly effective in offsetting changes in cash flows of hedged transactions. For derivative instruments that are designated and qualify as part of a cash flow hedging relationship, the effective portion of the gain or loss on the derivative is reported as a component of OCI and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Gains and losses on the derivative representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness are recognized in current period earnings.

The Company discontinues hedge accounting prospectively when it determines that the derivative is no longer effective in offsetting cash flows attributable to the hedged risk; the derivative expires or is sold, terminated, or exercised; the cash flow hedge is de-designated because a forecasted transaction is not probable of occurring; or management determines to remove the designation of the cash flow hedge. In all situations in which hedge accounting is discontinued and the derivative remains outstanding, the Company continues to carry the derivative at its fair value in the Consolidated Balance Sheet and recognizes any subsequent changes in fair value in earnings. When it is no longer probable that a forecasted transaction will occur, the Company discontinues hedge accounting and immediately recognizes in earnings any gains and losses that were accumulated in OCI related to the hedging relationship.

Deferred Income Taxes - Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to the differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The determination of the Company's provision for income taxes requires significant judgment, the use of estimates, and the interpretation and application of complex tax laws. Significant judgment is required in assessing the timing and amounts of deductible and taxable items. The Company records unrecognized tax benefit liabilities for known or anticipated tax issues based on an analysis of whether, and the extent to which, additional taxes will be due. The Company has elected to classify interest charged on a tax settlement in interest expense, and accrued penalties, if any, in selling, general and administrative expenses.

Intangible Assets and Asset Impairment - Amortization of intangible assets is calculated using the straight-line method over the estimated useful lives of the assets, generally from two to ten years. Long-lived assets, such as property, equipment and software, and other purchased intangible assets subject to amortization and depreciation are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by comparing the carrying amount of the asset to the estimated undiscounted future cash flows expected to be generated by the asset. Recognition and measurement of a potential impairment is performed for these assets at the lowest level for which cash flows are individually identifiable. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds its fair value.

Notes to the Consolidated Financial Statements

Fair value is determined through various valuation techniques, including discounted cash flow models, quoted market values, and third-party independent appraisals, as appropriate. Assets expected to be sold within one year are no longer depreciated or amortized. These assets are classified as held-for-sale and are presented separately in the Consolidated Balance Sheet at the lower of carrying amount or fair value less estimated costs to sell.

Comprehensive Income - Comprehensive income consists of net income, foreign currency translation adjustments, and the unrealized gains or losses on derivatives determined to be cash flow hedges, net of taxes.

AD expense - AD fees consist primarily of the ADs' share of royalties and franchise fees in their territories. The Company expenses AD fees in the period in which they are incurred. The Company no longer sells new AD territories or renews existing AD agreements as they expire. As of December 31, 2023, the Company no longer has any active AD agreements.

Advertising Expenses - Advertising costs, consisting primarily of print media, radio, direct mail and online advertisements intended to attract new customers and franchisees, are expensed in the period incurred.

Stock-Based Compensation - Prior to the Restructuring Transaction, the Company recorded the cost of its employee stock-based compensation as compensation expense in its Consolidated Statements of Operations. Compensation costs related to stock options were based on the grant date fair value of awards using the Black-Scholes-Merton option pricing model and considering forfeitures. Compensation costs related to restricted stock units were based on the grant date fair value and amortized on a straight-line basis over the vesting period for awards that do not vest in tranches. The Company recognized compensation costs for an award that has a graded vesting schedule using the accelerated method over the requisite service period for each of the award tranches.

Depreciation, Amortization, and Impairment Expenses - The Company has elected to report depreciation, amortization, and impairment expenses separately on the income statement. Prior period income statements have been reclassified to conform with the current period presentation.

Lease Accounting - The Company's lease portfolio consists mainly of leases for its retail store locations and office space. The Company also leases certain office equipment under finance leases. Finance lease right-of-use ("ROU") assets are included in Property, equipment and software, and the finance lease liabilities are included in current installments of long-term obligations and long-term obligations. The Company subleases some of its real estate and equipment leases.

At inception, the Company determines if an arrangement is a lease by evaluating whether the arrangement conveys the right to use an identified asset and whether the Company obtains substantially all of the economic benefits from, and has the ability to direct the use of, the asset. Leases with an initial term of 12 months or less are not recorded in the Consolidated Balance Sheet; the Company recognizes expense for these leases on a straight-line basis over the lease term. For leases with an initial term in excess of 12 months, ROU assets and lease liabilities are recognized based on the present value of the future lease payments over the committed lease term at the lease commencement date. The Company's leases do not contain an implicit rate; therefore, the Company uses its incremental borrowing rate and the information available at the lease commencement date in determining the present value of future lease payments. Most leases include one or more options to renew, with the exercise of the renewal options at the Company's sole discretion. The Company does not include renewal options in its determination of the lease term unless the renewals are deemed to be reasonably certain of exercise at lease commencement. Operating lease expense for lease payments is recognized on a straight-line basis over the lease term. The Company uses the long-lived assets impairment guidance in ASC Subtopic 360-10 "Property, Plant, and Equipment - Overall" to determine whether an ROU asset is impaired, and if so, the amount of the impairment charge to be recognized.

Notes to the Consolidated Financial Statements

The Company has lease agreements with lease and non-lease components, which the Company elects to combine as one lease component for all classes of underlying assets. Non-lease components include variable costs based on actual costs incurred by the lessor related to the payment of real estate taxes, common area maintenance and insurance. These variable payments are expensed as incurred as variable lease costs.

Use of Estimates

In preparing these Consolidated Financial Statements in conformity with GAAP, Company management has made a number of estimates and assumptions related to the reporting of assets and liabilities, the disclosure of contingent assets and liabilities and the reported amounts of revenues and expenses. Actual results could differ from those estimates.

Acquisition of the Company by the Parent from the Former Parent

As discussed above, on January 2, 2024, the Restructuring Transaction was finalized transferring the ownership of the Company from the Former Parent to the Parent. The fair value of the consideration transferred at the acquisition date was \$203.3 million, consisting of a \$104.6 million credit bid and \$98.7 million in assumed liabilities. The table below summarizes the fair values of the identifiable assets acquired and liabilities assumed, which are pushed down to the Company as the Parent has identified the Company as the reporting unit.

(In thousands)	January 2 , 2024 Fair Value	
Cash and cash equivalents	\$	4,735
Current receivables		16,164
Other current assets		1,826
Property, equipment, and software		13,155
Intangible assets		96,200
Operating lease right-of-use assets		4,777
Other non-current assets		284
Total assets	\$	137,141
Current liabilities		21,415
Long-term obligations, excluding current installments		74,141
Non-current operating lease liabilities		2,595
Other non-current liabilities		585
Total liabilities	\$	98,737
Net identifiable assets acquired		38,404
Goodwill		66,158
Consideration Transferred	\$	104,562

Notes to the Consolidated Financial Statements

(2) Revenue

The following represents disaggregated revenue for the years ended December 31, 2024, December 31, 2023, and December 31, 2022.

(In thousands)	Successor	Predecessor	
	12/31/2024	12/31/2023	12/31/2022
Franchise fees	\$ 457	\$ 634	\$ 838
Area developer fees	—	64	116
Royalties and advertising fees	50,513	55,614	60,313
Financial products	21,464	25,106	32,138
Interest income	1,158	1,136	2,061
Assisted tax preparation fees, net of discounts	11,445	12,811	15,264
Electronic filing fees	2,130	2,506	2,859
Other revenues	1,419	3,023	4,781
Total service and other revenue	\$ 88,586	\$ 100,894	\$ 118,370

Performance Obligations

Information about the Company's revenue streams and related performance obligations are summarized below:

Initial Franchise Fees

Typically, franchise rights are granted to franchisees for an initial term of five years with an option to renew at no additional cost. In exchange for initial franchise fees, royalties and advertising fees, the Company is obligated by its franchise agreements to provide training, an operations manual, site selection guidance, tax preparation software, operational assistance, tax and technical support, the ability to perform electronic filing, and marketing and advertising. Under ASC 606, the transaction price received from customers is allocated to each separate and distinct performance obligation. The transaction price attributable to each separate and distinct performance obligation is then recognized as the performance obligations are satisfied. The services that the Company provides related to the initial franchise fees the Company receives from franchisees do not contain separate and distinct performance obligations from the franchise right. Accordingly, initial franchise fees, as constrained for amounts the Company does not expect to collect, are recognized over the initial term of the franchise agreement, which is generally five years.

AD Fees

Historically, the rights to develop a new territory were granted to an AD for an initial term of six or ten years with an option to renew at no additional cost. Under ASC 606, the Company recognized AD fees, as constrained for amounts not expected to be collected, over the initial term of the AD agreement.

The Company sold developed territories and simultaneously granted new ADs the right to operate as the exclusive AD in such territories for an initial term of six years or ten years. Under ASC 606, the transaction price, as constrained for amounts the Company does not expect to collect, was recognized as revenue over the initial term of the AD agreement.

The Company made the decision to no longer sell new AD territories or renew existing AD agreements as they expire. As of December 31, 2023, the Company no longer had any active AD agreements.

Royalties and Advertising fees

Royalties and advertising fees, which are based on a percentage of the franchisees' sales, are recognized at the time the underlying sales occur. The Company has elected to use the right-to-invoice practical expedient for the recognition of minimum royalties.

Notes to the Consolidated Financial Statements

The Company believes that franchisees' sales provide a faithful depiction of the transfer of goods or services. Royalties and advertising fees are due within thirty days.

Financial Products

Revenue from financial products represents fees the Company earns for the facilitation of refund transfer and refund-based advance loan products provided by a third-party financial institution. Financial product revenue is recorded when the Company has satisfied all performance obligations associated with the facilitation of refund transfers and advance loans. Performance obligations are considered satisfied when the return is accepted by the Internal Revenue Service ("IRS") for refund transfers and when the loan is approved by the bank for advance loans. Refund transfer products and refund-based advance loans are recorded on a net basis as the Company is acting as an agent. The bank maintains full discretion in establishing pricing and is primarily responsible for fulfilling the promise to provide the products, while Liberty acts as a facilitator operating on behalf of the financial institution.

Interest Income

Interest income on notes receivable is recognized based on the outstanding principal note balance, less unrecognized revenue, unless the note is placed on non-accrual status. Interest income on the unrecognized revenue portion of notes receivable is recognized as received. For accounts receivable, interest income is recognized based on the outstanding receivable balance past due over 30 days, net of an allowance.

Assisted Tax Preparation Fees

Assisted tax preparation fees, net of discounts, are recorded at the time the return is filed. The related discounts are recorded as reductions to revenue. Assisted tax preparation fees are due upon the filing of the customers' tax return.

Electronic Filing Fees

Electronic filing fees are recorded in the period the tax return is electronically filed. Under ASC 606, the electronic filing fees, net of the franchisees' share in such fees, are recorded as revenue in the Consolidated Statement of Operations.

Contract Balances

The following table provides information about receivables and contract liabilities (advances, deferred revenue, franchise and AD fees) from contracts with customers:

(In thousands)	Successor	Predecessor
	12/31/2024	12/31/2023
Accounts receivable	\$ 10,725	\$ 11,760
Notes receivable	3,788	4,404
Advances, deferred revenue and franchise fees	9,653	10,101

Changes in deferred revenue, franchise and AD fees are as follows:

(In thousands)	Successor	Predecessor	
	12/31/2024	12/31/2023	12/31/2022
Deferred revenue, franchise and AD fees at beginning of period	\$ 10,101	\$ 16,912	\$ 2,205
New advances	12,000	9,000	15,000
Revenue recognized during the period	(12,555)	(15,835)	(636)
New deferrals of franchise and AD fees	107	24	343
Advances, deferred revenue, franchise and AD fees at end of period	\$ 9,653	\$ 10,101	\$ 16,912

Notes to the Consolidated Financial Statements

Anticipated Future Recognition of Advances, Deferred Revenue, and Franchise Fees

The following table reflects estimated advances, deferred revenue and franchise fees expected to be recognized in future periods related to performance obligations that are unsatisfied as of December 31, 2024:

(In thousands)	Estimate by Fiscal Year
2025	\$ 9,420
2026	150
2027	43
2028	21
2029	19
Thereafter	—
Total	\$ 9,653

(3) Notes and Accounts Receivable

Current and non-current receivables as of December 31, 2024 and 2023, are presented in the Consolidated Balance Sheets, as follows:

(In thousands)	Successor	Predecessor
	12/31/2024	12/31/2023
Accounts receivable, net	\$ 12,732	\$ 13,649
Notes receivable, net	3,822	3,398
Interest receivable, net	886	1,175
Other current receivables	—	—
Allowance for doubtful accounts	(3,829)	(3,906)
Current receivables, net	13,611	14,316
Notes receivable - non-current, net	1,197	2,299
Allowance for doubtful accounts - non-current	(294)	(451)
Non-current receivables, net	903	1,848
Total receivables	\$ 14,514	\$ 16,164

Most of the notes receivable are due from the Company's franchisees and are collateralized by the underlying franchise, and when the franchise is an entity, are guaranteed by the owners of the respective entity. The debtors' ability to repay the notes is dependent upon both the performance of the franchisee's industry as a whole and the individual franchise.

The table above includes unrecognized revenue. Unrecognized revenue relates to the portion of franchise fees that the Company has not yet recognized, or in the case of sales of Company-owned offices, the financed portion of gains related to these sales in cases where revenue has not yet been recognized. For gains related to the sale of Company-owned offices, revenue is recorded as note payments are received by the Company. The Company evaluates the amount it anticipates collecting for franchise fees on a periodic basis. Unrecognized revenue was \$3.8 million and \$3.6 million as of December 31, 2024 and 2023, respectively.

Notes to the Consolidated Financial Statements

Allowance for Credit Losses

Management considers specific accounts and notes receivable to be impaired if the net amounts due exceed the fair value of the underlying franchise at the time of the valuation and estimates a current expected credit loss ("CECL") based on that excess. The adequacy of the current expected credit loss allowance is assessed on a regular basis and adjusted as deemed necessary. Management believes the recorded allowance is adequate based upon its consideration of the estimated value of the franchises and AD areas, which serve as collateral for the receivables. Any adverse change in the individual franchisees' or ADs' territories could affect the Company's estimate of the allowance.

Activity in the allowance for credit losses for the years ended December 31, 2024 and 2023, was as follows:

	Successor	Predecessor
(In thousands)	12/31/2024	12/31/2023
Balance at beginning of year	\$ 4,357	\$ 3,045
Provision for doubtful accounts	1,779	2,587
Write-offs, net of recoveries	(1,848)	(1,313)
Foreign currency adjustment	(165)	38
Balance at end of year	\$ 4,123	\$ 4,357

While not specifically identifiable as of the balance sheet date, the Company's experience also indicates that a portion of other accounts and notes receivable are impaired, and therefore, are also reserved for, since management does not expect to collect all principal and interest due under the current contractual terms.

Analysis of Past Due Receivables

The breakdown of accounts and notes receivable past due as of December 31, 2024 and 2023, was as follows:

	Successor			
	12/31/2024			
(In thousands)	Past due	Current	Interest receivable, net	Total receivables
Accounts receivable, net	\$ 4,082	\$ 8,650	\$ —	\$ 12,732
Notes and interest receivable, net	1,564	3,455	886	5,905
Total accounts, notes, and interest receivable, net	\$ 5,646	\$ 12,105	\$ 886	\$ 18,637

	Predecessor			
	12/31/2023			
(In thousands)	Past due	Current	Interest receivable, net	Total receivables
Accounts receivable, net	\$ 5,114	\$ 8,535	\$ —	\$ 13,649
Notes and interest receivable, net	1,290	4,407	1,175	6,872
Total accounts, notes, and interest receivable, net	\$ 6,404	\$ 12,942	\$ 1,175	\$ 20,521

Notes to the Consolidated Financial Statements

Accounts receivable are considered to be past due if unpaid 30 days after billing, and notes receivable are considered past due if unpaid 90 days after the due date. Due to the seasonality of the business, most past due balances are collected in the first quarter of the following fiscal year. If it is determined that the likelihood of collecting substantially all of the note and accrued interest is not probable the notes are placed on non-accrual status. The Company's notes receivable on non-accrual status as of December 31, 2024, and 2023 totaled \$1.6 million and \$1.3 million, respectively. Payments received on notes on non-accrual status are applied to the principal note balance until the note is current and then to interest income. Non-accrual notes that become current are moved back to accrual status during the next annual review.

(4) Property, Equipment, and Software, Net

Property, equipment, and software as of December 31, 2024 and 2023, were as follows:

(In thousands)	Successor	Predecessor
	12/31/2024	12/31/2023
Land and land improvements	\$ 939	\$ 1,058
Buildings and building improvements	2,765	2,821
Leasehold improvements	864	1,068
Furniture, fixtures, and equipment	659	547
Software	11,244	21,805
Construction in progress	65	5
ROU Assets	61	144
Property, equipment, and software, gross	16,597	27,448
Less accumulated depreciation and amortization	1,978	6,705
Property, equipment, and software, net	\$ 14,619	\$ 20,743

Software includes both internally developed software and purchased software. Included in software are \$2.6 million and \$2.3 million of assets that had not been placed into service as of December 31, 2024 and 2023, respectively.

Total depreciation and amortization expense on property, equipment, and software was \$2.0 million for the year ended December 31, 2024 (\$3.9 million for the year ended December 31, 2023, and \$2.4 million for the year ended December 31, 2022, respectively). These amounts are included in depreciation and amortization expense in the Consolidated Statement of Operations.

(5) Goodwill and Intangible Assets

Changes in the carrying amount of goodwill for the year ended December 31, 2024 and 2023, were as follows:

(In thousands)	Successor	Predecessor
	12/31/2024	12/31/2023
Balance at beginning of period	\$ 9,421	\$ 78,681
Goodwill resulting from purchase accounting	56,933	—
Acquisitions of assets from franchisees and third parties	853	1,132
Disposals and foreign currency changes, net	(241)	(883)
Impairment	—	(69,509)
Balance at end of period	\$ 66,966	\$ 9,421

Notes to the Consolidated Financial Statements

On July 25, 2023, when the Company entered into the RSA and CCAA Proceedings, the Company determined that an event had occurred that would indicate that the reporting unit might be impaired. As a matter of happenstance, this event date essentially aligned with the Company's annual goodwill impairment testing date. Through the annual goodwill impairment testing conducted for July 2023, the Company determined that a goodwill impairment had occurred and the Company recorded an impairment charge of approximately \$69 million. The Company did not record any goodwill impairment charges for the years ended December 31, 2022 and December 31, 2024.

Components of intangible assets as of December 31, 2024 and 2023, were as follows:

(In thousands)	Weighted average amortization period	Successor		
		12/31/2024		
		Gross carrying amount	Accumulated amortization	Net carrying amount
Tradenames ⁽¹⁾	Indefinite life	\$ 56,600	\$ —	\$ 56,600
Customer lists	4 years	242	(30)	212
Customer relationships	5 years	39,600	(7,920)	31,680
Re-acquired rights	2 years	230	(56)	174
Total intangible assets		\$ 96,672	\$ (8,007)	\$ 88,666

(In thousands)	Weighted average amortization period	Predecessor		
		12/31/2023		
		Gross carrying amount	Accumulated amortization	Net carrying amount
Tradenames ⁽¹⁾	Indefinite life	\$ 13,000	\$ —	\$ 13,000
AD rights	9 years	27,447	(10,770)	16,677
Customer lists	4 years	1,694	(777)	917
Customer relationships	4.5 years	98,000	(49,000)	49,000
Re-acquired rights	2 years	636	(196)	440
Total intangible assets		\$ 140,777	\$ (60,743)	\$ 80,034

⁽¹⁾ The Company's Tradenames have an indefinite life and are tested as part of the Company's annual impairment testing or when there is an indication of impairment.

For the years ended December 31, 2024 and 2023, the Company recorded goodwill and intangible assets of \$1.4 million and \$1.9 million, respectively, from the acquisition of franchises and third parties. All franchise acquisitions were accounted for as business combinations and recorded as intangible assets.

The Company reviews amortizable intangible assets for impairment whenever events or changes in circumstances indicate the carrying value of an asset may not be recoverable. Write-downs of assets acquired from franchisees relate to Company-owned offices that were subsequently closed and the difference between the fair value and carrying value of existing assets of Company-owned offices. There was no reduction in the carrying value of assets acquired from franchisees for the year ended December 31, 2024. The carrying values of assets acquired from franchisees were reduced by \$0.1 million for the year ended December 31, 2023. This amount was included in impairment expense in the accompanying Consolidated Statements of Operations. The Company estimated the fair value of assets associated with Company-owned offices based on a valuation technique as described in "Note 1 - Description of Business and Summary of Significant Accounting Policies."

For the years ended December 31, 2024, and 2023, amortization expense was \$8.0 million and \$26.9 million, respectively. These amounts were included in depreciation and amortization expense in the accompanying Consolidated Statements of Operations.

Notes to the Consolidated Financial Statements

Annual amortization expense for the next five years is estimated to be as follows:

(In thousands)	As of 12/31/2024
2025	\$ 8,065
2026	8,026
2027	8,000
2028	7,968
2029	7
Thereafter	-
Total	<u>\$ 32,066</u>

(6) Leases

Lease costs recognized in selling, general and administrative expenses in the Consolidated Statements of Operations for the years ended December 31, 2024, 2023 and 2022, were as follows:

(In thousands)	Successor	Predecessor	
	12/31/2024	12/31/2023	12/31/2022
Operating lease costs	\$ 2,756	\$ 4,144	\$ 5,111
Short-term operating lease costs	50	16	78
Variable operating lease costs	626	949	917
Sublease income	(866)	(1,440)	(2,021)
Total operating lease costs	<u>\$ 2,566</u>	<u>\$ 3,669</u>	<u>\$ 4,085</u>

As of December 31, 2024, maturities of lease liabilities were as follows:

(In thousands)	Operating leases
2025	\$ 2,409
2026	1,606
2027	605
2028	327
2029	180
Thereafter	74
Total undiscounted lease payments	5,201
Less interest	(478)
Present value of lease liabilities	<u>\$ 4,723</u>

As of December 31, 2024, operating leases had a weighted-average remaining lease term of 2.7 years and a weighted-average discount rate of 7.5%.

The following represents other information pertaining to the Company's lease arrangements for the years ended December 31, 2024, 2023, and 2022:

(In thousands)	Successor	Predecessor	
	12/31/2024	12/31/2023	12/31/2022
Non-cash information on lease liabilities arising from right-of-use assets	\$ 2,698	\$ 285	\$ 3,325
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	2,728	4,192	5,051

Notes to the Consolidated Financial Statements

As a result of the CCAA Proceedings, the Company was able to disclaim certain leases related to stores. The impact of disclaiming those leases on operating lease right-of-use assets, current operating lease liabilities, and non-current operating lease liabilities is presented in “Note 1 - Description of Business and Summary of Significant Accounting Policies”.

(7) Long-Term Obligations

Long-term obligations as of December 31, 2024 and 2023, were as follows:

	Successor	Predecessor
(In thousands)	12/31/2024	12/31/2023
LT Holdco Term Loan	\$ 75,001	\$ 74,140
Amounts due to former franchisees at zero percent interest	75	—
Finance lease liabilities	33	65
Total long-term obligations	75,109	74,205
Less current installments	1,504	1,431
Total long-term obligations, net of current installments	\$ 73,605	\$ 72,774

On July 2, 2021 the Former Parent entered into a \$200 million revolving credit facility (the “**Credit Facility**”), with affiliates of BasePoint. On November 1, 2022, the Former Parent and BasePoint entered into a Waiver and Amendment to the Revolving Credit Agreement (the “**Credit Facility Amendment**”), which, among others, set the maximum revolving Credit Facility commitment at \$130.0 million and provided for a new \$74.4 million LT Holdco Term Loan (the “**Term Loan**”) to the Company. The Company paid a \$1.7 million fee upon executing the Credit Facility Amendment and received \$49.0 million of the principal balance. An additional \$25.4 million refinance was executed on May 1, 2023. The new \$74.4 million term loan bears interest at the SOFR Reference Rate plus 9.50% per annum. The effective interest rate for the Term loan is 15.30% per annum., and it matures on July 2, 2027. Beginning on June 30, 2024, the Company was required to make amortization payments of \$0.7 million on the Term Loan on June 30th and December 31st each year, and as from the same date, may be required to make prepayments based on a calculation of excess cash flow. The Company made its first two amortization payments on June 30, 2024 and December 31, 2024.

Throughout the CCAA Proceedings and Chapter 15 Proceedings, the Company was in default of certain covenants within the Term Loan. The Company received waivers from BasePoint related to all actual covenant defaults. Additionally, the Company requested and received waivers for all events of non-compliance with the debt covenants of the Term Loan through January 2024; and amended the debt covenants on a go-forward basis.

On April 19, 2024, the Company amended the Term Loan to include a \$5.0 million swingline. The Company may draw on the line through the maturity date of the Term Loan. The swingline bears interest at the SOFR Reference Rate plus 15.00% per annum. No draws were made on the swingline during 2024.

On January 14, 2025, the Company amended the Term Loan to allow the Company to enter into a credit agreement with Green Dot Bank (“**Green Dot Credit Agreement**”) to obtain one or more loans to fund the Company’s program in Canada whereby the Company provides tax settlement loans to consumer customers (“**Tax Rush Program**”). See further discussion of the Green Dot Credit Agreement in “Note 18 - Subsequent Events”.

On April 3, 2025, the Company amended the Term Loan to update the covenants and extend the maturity date to July 2, 2027 and allow for three one-year extensions of the maturity date, so long as no default, default event or cease funding event occurs during that time. Approximately \$47.1 million of the Term Loan balance will be extended within 90-days of the amendment, with the remainder extended upon execution of the agreement.

Notes to the Consolidated Financial Statements

Aggregate maturities of long-term debt as of December 31, 2024, were as follows:

(In thousands)	As of 12/31/24
2025	\$ 1,504
2026	4
2027	73,601
Total long-term obligations	<u>\$ 75,109</u>

(8) Derivative Instruments

From time-to-time, the Company may enter into derivative financial instruments to manage exposures to changes in interest rates and foreign currency fluctuation on short-term advances made to its Canadian subsidiary. The Company does not speculate using derivative instruments, nor does it enter into derivative instruments for any purpose other than cash flow hedging.

Interest rate swap agreements. In December 2016, in connection with obtaining a mortgage payable to a bank, the Company entered into an interest rate swap agreement with a notional amount of \$2.2 million, which was equal to the amount of the mortgage. The swap allowed the Company to manage fluctuations in cash flows resulting from changes in the interest rate on the mortgage by converting the variable rate of the Company's mortgage into a fixed rate of 4.12%. The Company had designated the swap agreement as a cash flow hedge. The original maturity of the interest rate swap was in December 2026, however, in August 2022, the Company sold the underlying property. As a result, the swap was unwound in 2022 resulting in a loss of \$0.1 million recorded in selling, general, and administrative expenses in the Consolidated Statement of Operations. As of December 31, 2024 and 2023, there were no outstanding interest rate swap agreements.

(9) Member's Equity

Member's capital

Member's capital is comprised of equity transactions with the Parent and Former Parent. As discussed in "Note 1- Description of Business and Summary of Significant Accounting Policies", on January 2, 2024, as part of the Restructuring Transaction, the Company was sold by the Former Parent to the Parent.

Accumulated Other Comprehensive Loss

The components of accumulated other comprehensive (loss) income as of December 31, 2024 and 2023, were as follows:

	Successor	Predecessor
(In thousands)	12/31/2024	12/31/2023
Foreign currency adjustment	\$ (144)	\$ (231)
Total accumulated other comprehensive income (loss)	<u>\$ (144)</u>	<u>\$ (231)</u>

Notes to the Consolidated Financial Statements

(10) Stock Compensation Plan***Stock Options, Restricted Stock Units and Performance Stock Units of the Former Parent***

Concurrent with the CCAA Proceedings, as described in “Note 1 - Description of Business and Summary of Significant Accounting Policies”, all outstanding stock options and RSU’s of the Former Parent were cancelled.

Stock Options of the Former Parent

Stock option activity during the year ended December 31, 2023, was as follows:

	Number of options	Weighted-average exercise price
Outstanding as of December 31, 2022	309,750	\$1.90
Forfeited or expired	(309,750)	1.90
Outstanding as of December 31, 2023	—	\$ —

Pursuant to the Former Parent’s Equity Incentive Plan, the Company granted stock options to employees on March 23, 2022. One third of the award vests on each of the three-year anniversary dates of the grant. The Company used a Black Scholes model to determine the fair value of the options. Volatility, the expected term and the risk-free rate are the primary inputs to the model.

No stock options were granted during the years ended December 31, 2024 and 2023, and there were no stock options outstanding as of December 31, 2024 and 2023.

Restricted Share Units of the Former Parent

The Former Parent awarded restricted share units (“RSU’s”) to employees of the Company during the year ended December 31, 2022. The Company recognized expense based on the estimated fair value of the RSU’s granted over the vesting period using the accelerated method. The fair value of RSU’s was determined using the Former Parent’s closing stock price on the date of the grant and generally vest at the end of a three-year period.

RSU activity during the year ended December 31, 2023, was as follows:

	Number of RSUs	Weighted-average fair value at grant date
Outstanding as of December 31, 2022	97,125	\$3.00
Forfeited or expired	(97,125)	3.00
Outstanding as of December 31, 2023	—	\$ —

No RSU's were granted during the year ended December 31, 2023, and there were no RSU's outstanding as of December 31, 2023.

Stock Compensation Expense Recognized under the Parent and Former Parent

No compensation expense was recognized for the year ended December 31, 2024 due to no stock awards that were outstanding during the year. The Company recorded a \$0.1 million benefit due to forfeitures and a \$0.3 million of expense related to stock awards for the year ended December 31, 202 and 2022, respectively.

Notes to the Consolidated Financial Statements

(11) Fair Value of Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Financial assets and liabilities subject to fair value measurements are classified according to a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. Valuation methodologies under the fair value hierarchy are as follows.

- Level 1—Quoted prices for identical assets and liabilities in active markets.
- Level 2—Quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, and model-based valuations in which all significant inputs are observable in the market.
- Level 3—Unobservable inputs in which little or no market data exists, requiring an entity to develop its own assumptions.

The Company measures or monitors certain of its assets and liabilities on a fair value basis. Fair value is used on a recurring basis for those assets and liabilities for which fair value is the primary basis of accounting. Other assets and liabilities are measured at fair value on a non-recurring basis; that is, they are subject to fair value adjustment in certain circumstances, such as when there is evidence of impairment.

For each of the fair value hierarchy levels, the following tables present the assets and liabilities that are measured at fair value on a recurring and non-recurring basis as of December 31, 2024 and 2023:

		Predecessor		
		12/31/2024		
		Fair value measurements using		
(In thousands)	Total	Level 1	Level 2	Level 3
Non-recurring assets:				
Impaired accounts and notes receivable, net of unrecognized revenue	\$ 2,734	\$ —	\$ —	\$ 2,734
Total non-recurring assets	\$ 2,734	\$ —	\$ —	\$ 2,734

		Successor		
		12/31/2023		
		Fair value measurements using		
(In thousands)	Total	Level 1	Level 2	Level 3
Non-recurring assets:				
Impaired accounts and notes receivable, net of unrecognized revenue	\$2,907	\$ —	\$ —	\$2,907
Impaired goodwill	9,421	—	—	9,421
Total non-recurring assets	\$12,328	\$ —	\$ —	\$12,328

The Company's policy is to recognize transfers between levels of the fair value hierarchy on the date of the event or change in circumstances that caused the transfer. There were no transfers into or out of Level 1 or 2 recurring fair value measurements for the years ended December 31, 2024, and 2023.

The following methods and assumptions are used to estimate the fair value of the Company's financial instruments.

Impaired accounts and notes receivable: Accounts and notes receivable are considered to be impaired if the net amounts due exceed the fair value of the underlying franchise or if management considers it probable that all principal and interest will not be

Notes to the Consolidated Financial Statements

collected when contractually due. In establishing the estimated fair value of the underlying franchise, consideration is given to a variety of factors, including recent comparable sales of Company-owned stores, sales between franchisees, the net fees of open offices and the number of unopened offices.

Other Fair Value Measurements

Accounting standards require the disclosure of the estimated fair value of financial instruments that are not recorded at fair value. For the financial instruments not recorded at fair value, estimates of fair value are made at a point in time based on relevant market data and information about the financial instrument. No readily available market exists for a significant portion of the Company's financial instruments. Fair value estimates for these instruments are based on current economic conditions, interest rate risk characteristics, and other factors. Many of these estimates involve uncertainties and matters of significant judgment and cannot be determined with precision. Therefore, the calculated fair value estimates in many instances cannot be substantiated by comparison to independent markets, and in many cases, may not be realizable in a current sale of the instrument. In addition, changes in assumptions could significantly affect these fair value estimates. The following methods and assumptions were used by the Company in estimating the fair value of these financial instruments.

Cash equivalents: The carrying amounts approximate fair value because of the short maturity of these instruments. Cash equivalent financial instruments consist of money market accounts.

Receivables other than notes, other current assets, accounts payable and accrued expenses: The carrying amounts approximate fair value because of the short maturity of these instruments.

Notes receivable: The carrying amount approximates fair value because the interest rate charged by the Company on these notes approximates rates currently offered by local lending institutions for loans of similar terms to individuals/entities with comparable credit risk (Level 3).

Long-term debt: The carrying amount approximates fair value because the interest rate paid has a variable component (Level 2).

(12) Income Taxes***Overview***

On January 2, 2024, as part of the Restructuring Transaction discussed in “Note 1- Description of Business and Summary of Significant Accounting Policies”, the U.S. operations of the Company became a pass-through entity for tax purposes and, therefore, no longer subject to recording a U.S. income tax provision. The Company's tax accounting for its Canadian operations was not impacted by the Restructuring Transaction.

Prior to the Restructuring Transaction, the Company calculated the provision for income taxes by using the separate return method. Under this method, the Company is assumed to file a separate return with the tax authority. The Company's historical provisions show the amount of tax payable or refundable on the basis of a hypothetical, current year separate return. The Company provided deferred taxes on temporary differences and any carryforwards it could claim on its hypothetical separate return and assessed the need for a valuation allowance on the basis of the Company's projected results.

Notes to the Consolidated Financial Statements

Components of income tax expense for the years ended December 31, 2024, 2023, and 2022, were as follows:

(In thousands)	Successor	Predecessor	
	12/31/2024	12/31/2023	12/31/2022
Current:			
Federal	\$ —	\$ 104	\$ 251
State	—	44	105
Foreign	318	632	(824)
Current tax expense (benefit)	318	780	(468)
Deferred:			
Federal	—	6,890	(526)
State	—	2,019	(179)
Foreign	—	259	(230)
Deferred tax expense (benefit)	—	9,168	(935)
Total income tax expense (benefit)	\$ 318	\$ 9,948	\$ (1,403)

For the years ended December 31, 2024, 2023, and 2022 loss before taxes consisted of the following:

(In thousands)	Successor	Predecessor	
	12/31/2024	12/31/2023	12/31/2022
U.S. operations	\$ (4,961)	\$ (91,592)	\$ (4,186)
Foreign operations	1,940	3,077	815
Loss before income taxes	\$ (3,021)	\$ (88,515)	\$ (3,371)

Income tax benefit differed from the amounts computed by applying the U.S. federal income tax rate of 21% to pre-tax income from continuing operations as a result of the following for the years ended December 31, 2023, and 2022:

(In thousands)	Predecessor	
	12/31/2023	12/31/2022
Computed "expected" income tax expense (benefit)	\$ (18,588)	\$ (698)
Increase (decrease) in income taxes resulting from:		
Current state taxes	(4,525)	83
State income taxes, net of federal benefit	—	(179)
Nondeductible expenses	75	104
Goodwill impairment expense	6,062	—
Purchase accounting adjustment	—	—
Foreign tax rate differential	164	(3)
Current year permanent items	—	—
Valuation allowance	26,316	—
Remeasurement of deferreds	—	(14)
Global intangible low-taxed income ("GILTI")	—	157
Return to provision	309	(865)
Other	135	12
Total income tax expense (benefit)	\$ 9,948	\$ (1,403)

Notes to the Consolidated Financial Statements

The tax effect of temporary differences between the financial statement carrying amounts and tax basis of assets and liabilities that give rise to significant portions of deferred tax assets and liabilities as of December 31, 2024 and 2023, were as follows:

	Successor	Predecessor
(In thousands)	12/31/2024	12/31/2023
Deferred tax assets:		
Federal and state net operating loss carryforward	\$ —	\$ 4,731
Intangible, franchise and AD rights	—	19,213
Property, equipment and software	186	—
Allowance for doubtful accounts	—	1,563
Deferred revenue	—	214
Unrealized gain/loss	—	229
Lease liability	51	918
Interest carryforward	—	2,166
Stock compensation	—	59
Total deferred tax assets (before valuation allowance)	237	29,093
Valuation allowance	(182)	(26,316)
Total deferred tax assets (after valuation allowance)	55	2,777
Deferred tax liabilities		
Property, equipment and software (U.S.)	—	(846)
Intangible assets	—	(562)
Right-of-use assets	(55)	(960)
Other current assets	—	(409)
Total deferred tax liabilities	(55)	(2,777)
Net deferred tax assets	\$ —	\$ —

As of December 31, 2024, as a result of the Restructuring Transaction, the Company has no U.S. federal or state net operating losses. As of December 31, 2023, the Company had gross U.S. federal net operating losses of \$17.5 million, which did not expire, and state net operating losses of \$18.6 million, a portion of which would begin to expire in 2026. As of December 31, 2022, the Company had gross U.S. federal net operating losses of \$11.9 million and state net operating losses of \$15.8 million.

As of December 31, 2024, the Company's earliest open tax year for U.S. federal income tax purposes was the fiscal year ended December 31, 2021.

Pursuant to ASC 740-30-25, the Company asserts that the undistributed earnings of its foreign subsidiary, Liberty Tax Canada, as of December 31, 2024, are permanently and indefinitely reinvested, and the Company will not recognize a deferred tax liability for outside basis differences related to its investment in the foreign subsidiary. The Company has concluded that it does not need to repatriate funds to the U.S. to satisfy domestic needs. Any undistributed earnings will be used to meet the working capital needs of Liberty Tax Canada. The amount of cumulative earnings for Liberty Tax Canada as of December 31, 2024, since the Company was acquired by LTCT, Holdings LLC on January 2, 2024, are \$1.9 million of income. As the Company has asserted permanent reinvestment of these earnings, it is impracticable to determine the deferred tax liability associated with the Company's investment in the foreign subsidiary.

The Company has elected to treat amounts incurred under the GILTI rules as an expense in the period in which the tax is accrued. Accordingly, no deferred tax assets or liabilities are recorded related to GILTI.

Notes to the Consolidated Financial Statements

As of December 31, 2024, no uncertain tax position liabilities, interest or penalties related to any uncertain tax positions were recorded.

(13) Related Party Transactions

Transactions entered into between the Company and Parent and Former Parent are related party transactions. Transactions with the Former Parent include various services and administration functions provided by the Former Parent, cash management including treasury functions provided by the Former Parent and filing and payment of federal and state taxes for the business. These transactions are recorded at cost.

Services provided by the Parent and Former Parent

The Former Parent had historically allocated costs to the Company for services and administrative functions provided by the Former Parent, including, but not limited to, executive management, legal, finance, marketing, and human resources. The allocations were generally determined using a percentage of total revenue. Management of the Company and Former Parent considered these allocations to be a reasonable reflection of the utilization of services by, or benefits provided to, the Company. However, these allocations may not have reflected the expense the Company would have incurred as a standalone entity for the periods presented. As a result of the Restructuring Transaction, the Company no longer has allocated costs and services provided by the Parent.

For the years ended December 31, 2023, and 2022, a total of \$7.2 million and \$5.8 million of corporate expenses were allocated to the Company by the Former Parent, respectively.

(In thousands)	Predecessor	
	12/31/2023	12/31/2022
Employee compensation and benefits	\$ 3,350	\$ 3,136
Professional fees and insurance	3,835	2,618
Total charge, net	\$ 7,185	\$ 5,754

As of December 31, 2024, and 2023, there were no related party receivable or payable balances outstanding.

Jamie Stiles

Drake Software, LLC - Jamie Stiles is a member of the LTCT Holdings, LLC Board of Directors, effective January 2, 2024. Mr. Stiles is an owner of Drake Enterprises LTD, which has an 11.8% interest in DS Admiral Bidco, LLC. DS Admiral Bidco, LLC is the parent company of Drake Software, LLC. The Company entered into a one-year tax software license agreement for storefront locations to prepare and electronically file tax returns with Drake Software, LLC, effective July 15, 2019, and a three-year amendment to the agreement effective September 17, 2020. On December 19, 2023, the Company executed a second amendment to the agreement, extending the term through December 31, 2028. For the year ended December 31, 2024, software, computer and office supplies related to the contract totaled \$5.3 million. These amounts are included in selling, general and administrative expenses in the Consolidated Statement of Operations.

Notes to the Consolidated Financial Statements

(14) Commitments and Contingencies

In the ordinary course of operations, the Company may become or is party to claims and lawsuits that are considered to be ordinary, routine litigation, incidental to the business, including claims and lawsuits concerning the preparation of customers' income tax returns, the fees charged to customers for various products and services, relationships with franchisees, intellectual property disputes, employment matters and contract disputes. Although the Company cannot provide assurance that it will ultimately prevail in each instance, it believes the amount, if any, it will be required to pay in the discharge of liabilities or settlements in these claims will not have a material adverse impact on its Consolidated Statement of Operations, financial position or cash flows except as provided below.

Class-Action Litigation

Rene Labrado v. JTH Tax, Inc. On July 3, 2018, a class-action complaint was filed in the Superior Court of California, County of Los Angeles by a former employee for herself and on behalf of all other "similarly situated" persons. The Complaint alleged, among other things, that the Company allegedly violated various provisions of the California Labor Code, including: unpaid overtime, unpaid meal period premiums, unpaid rest premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid, non-compliant wage statements, failure to keep pay records, unreimbursed business expenses and violation of California Business and Profession Code Section 17200. As part of the CCAA Proceedings described in Note 1, the Company has disclaimed this litigation, and in 2023, reversed the \$1.2 million accrual related to this case. By joint stipulation so order by the Court dated December 19, 2024, the Parties, they agreed that based on the CCAA Proceeding the previous preliminary approval order dated March 13, 2023, is vacated; the condition certification of the class is vacated; and the matter is dismissed. In addition, the settlement administrator shall notify the putative class members by way of posting of a notice online, regarding the preliminary approval order and conditional certification being vacated, that Defendant filed bankruptcy, that the case was dismissed.

DOJ and IRS Matters

On December 3, 2019, the Department of Justice ("DOJ") initiated a legal proceeding against the Company, in the U.S. District Court for the Eastern District of Virginia. Also, on December 3, 2019, the DOJ and the Company filed a joint motion asking the court to approve a proposed order setting forth certain enhancements to the Company's compliance program and requiring the Company to retain an independent monitor to oversee the implementation of the required enhancements to the compliance program. The monitor will work with the Company's compliance team and may make recommendations for further refinements to improve the tax compliance program. As part of the proposed order, the Company also agreed that it would not rehire or otherwise engage the Company's former chairman, John T. Hewitt, under whose supervision the conduct at issue occurred, and agreed not to grant Mr. Hewitt any options or other rights to acquire equity in the Company, or to nominate him to the Company's Board of Directors. On December 20, 2019, the Court granted the joint motion for the proposed order and the confidentiality motion, which fully resolved the legal proceeding initiated by DOJ.

In addition, the Company entered into a settlement agreement resolving the previously disclosed investigation by the IRS with respect to the tax return preparation activities of the Company's franchise operations and Company-owned stores. Pursuant to that agreement, the Company agreed to make a compliance payment to the IRS in the amount of \$3.0 million, plus penalties and interest, to be paid in installments over four years, starting with an upfront payment of \$1.0 million in December 2019, followed

Notes to the Consolidated Financial Statements

by a \$0.5 million payment on each anniversary thereof. At December 31, 2023, all amounts owed by the Company were paid to the DOJ.

Since the time of the settlement agreement with the DOJ, the Company has been in regular communication with the independent monitor and DOJ as necessary. Under the terms of the settlement agreement with the DOJ, the requirement for the Company to maintain an independent monitor expired at the end of December 2022.

On January 9, 2023, the Company and the DOJ agreed to a stipulation to the Order, dated December 3, 2019, for the Company to provide a supplemental report to the Final Annual Monitorship Report. Specifically, the Company will submit tax filing and compliance information for the 2023 season (i.e., from January 1, 2023, through April 18, 2023) to an external auditor agreed upon by both parties. Further, the Company agreed to expand the scope of its compliance monitoring systems designed to detect and deter fraudulent federal tax returns filed with Schedule C forms reporting the profit or loss from sole proprietorship businesses. The terms of this stipulation were only applicable to the 2023 tax filing season.

Other Matters

District of Columbia v. JTH Tax, LLC. On September 21, 2022, the DC Attorney General (“AG”) filed a complaint against the Company in the Superior Court of the District of Columbia. The complaint contains one count asserting an alleged violation of the DC Consumer Protection Procedures Act. The AG alleges that the Company's Cash-In-A-Flash (“CIF”) promotion was deceptive and misleading as franchisees in the District allegedly increased their prices to offset offering the CIF promotion. The complaint seeks an unspecified amount of damages and injunctive relief.

On October 17, 2022, JTH removed the case to federal court of the District of Columbia and on October 24, 2022, filed a motion to dismiss. On October 26, 2022, the District filed a motion to remand the case back to state court. The Company's opposition was filed on November 15, 2022, and the reply for the District was filed on November 29, 2022. The motion to remand was granted by the Court. The Company agreed upon a settlement with the District on January 9, 2024. As of December 31, 2023, the Company had accrued \$0.7 million related to this case, which is included in Accounts payable and accrued expenses in the Consolidated Balance Sheet. During 2024, \$0.5 million was paid related to the previously accrued liability; therefore, as of December 31, 2024, there is \$0.2 million outstanding related to this case, which is included in Accounts payable and accrued expenses in the Consolidated Balance Sheet.

First Bank v. JTH Tax, LLC. On December 1, 2022, First Bank filed a lawsuit against the Company in the Eastern District of New York. The lawsuit alleged that First Bank provided an SBA loan to a former franchisee of the Company in the amount of \$1.3 million, and this former franchisee has allegedly defaulted on the loan. As part of the CCAA Proceedings described in Note 1, the Company has disclaimed this litigation. On November 18, 2024, First Bank provided notice to the Company that the case was being dismissed and by order dated December 2, 2024, the case was dismissed.

The People of the State of California v JTH Tax, Inc. Superior Court of the State of California, County of San Francisco Case Number CGC-07-460778. On February 26, 2007, the California Attorney General (“CA UG” or the “People”) filed a complaint against JTH Tax, alleging that it had violated California’s unfair competition law (“UCL”) and false advertising law (“FAL”) by making misleading or deceptive statements in print and television advertising regarding Liberty’s refund anticipation loans (“RAL”) and electronic refund checks (“ERC”). The complaint also alleged inadequate disclosures to customers in the RAL and

Notes to the Consolidated Financial Statements

ERC applications regarding debt collection, certain costs and interest on the extension of credit, the time it took to receive money under refund options offered, and other matters.

Following a 9-day bench trial in 2009, the court awarded the People civil penalties, ordered Liberty to pay restitution, and permanently enjoined Liberty in several ways for violating state and federal lending, unfair competition, consumer protection, and false advertising laws (the “2009 Injunction”). The court of appeal affirmed, holding that the trial court did not err in finding that Liberty’s conduct violated state law.

On January 17, 2024, the CA AG filed an application for the issuance of an order to show cause as to why Liberty Tax should not be sanctioned for alleged violations of the 2009 Injunction and the CA AG was also seeking certain modifications to the 2009 Injunction. The CA AG application was originally returnable on February 8, 2024, however the Parties agreed to adjourn that date to March 21, 2024. The Company agreed to settle this matter via an agreed upon stipulation for entry of amended to the 2009 Injunction dated May 20, 2024. The court entered the agreed upon amendment to the 2009 Injunction on May 23, 2024. As part of the agreed upon amendment, Liberty Tax also agreed via the stipulation to pay the People \$0.2 million on May 31, 2024. This matter is now resolved.

(15) Selling, General and Administrative Expenses

Selling, general and administrative expenses for the years ended December 31, 2024, 2023, and 2022, were as follows:

(In thousands)	Successor	Predecessor	
	12/31/2024	12/31/2023	12/31/2022
Employee compensation and benefits	\$ 30,290	\$ 28,037	\$ 30,464
AD expense	—	1,214	2,550
Advertising expense	12,339	14,388	13,798
Professional fees	4,588	7,106	8,270
Bad debt expense, net	1,779	2,587	1,445
Software, computer and office supplies	11,189	11,595	9,799
Other	10,574	15,069	17,797
Total selling, general and administrative expense	\$ 70,759	\$ 79,996	\$ 84,123

(16) Assets Held for Sale

Assets held for sale represent the Company’s owned buildings and equipment being marketed for sale. Changes in the carrying amount of assets held for sale for the years ended December 31, 2024 and 2023, were as follows:

(In thousands)	Successor	Predecessor
	12/31/2024	12/31/2023
Balance at beginning of period	\$ —	\$ 35
Transfer in from property, equipment, and software	122	—
Disposal	—	(35)
Balance at end of period	\$ 122	\$ —

Notes to the Consolidated Financial Statements

(17) Employee 401(k) Plan

Effective August 15, 2024, the 401(k) plan was transferred from the Former Parent to the Parent. This plan matches 50% of each employees' contribution up to 6% of the employees' salary, for a maximum matching contribution equal to 3% of the employees' salary.

(In thousands)	Successor		Predecessor	
	12/31/2024		12/31/2023	12/31/2022
Contribution Expense	\$	385	\$ 388	\$ 431

(18) Subsequent Events

The Company evaluated events or transactions occurring after December 31, 2024, through April 21, 2025, the date of issuance of these Consolidated Financial Statements, that would have a material impact on the accounting or presentation of the Consolidated Financial Statements.

On January 23, 2025, the Company entered into a Green Dot Credit Agreement to obtain one or more loans to fund the Company's Tax Rush Program in Canada. The initial commitment is for \$15.0 million which can be drawn upon from February 1, 2025 through March 31, 2027, with a paydown annually by March 31st. The Green Dot Credit Agreement bears interest at a rate of 8.00% per annum. The Company will draw the funds in U.S. dollars and then purchase foreign currency forward contracts to transfer money in Canadian dollars to its Canadian subsidiary. Under the terms of the foreign currency forward contracts, the exchange rate for repayments is fixed at the time advances are made, to eliminate any exposure to the Company for foreign currency fluctuations. All forward contracts will expire by March 31st of each year. The Company drew \$15.0 million during February 2025 and repaid the entire \$15.0 million during March 2025.

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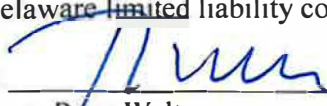
**GUARANTEE OF PERFORMANCE
FTC**

For value received, LT Holdco, LLC, a limited liability company organized under the laws of the State of Delaware and located at 2387 Liberty Way, Virginia Beach, Virginia 23456, absolutely and unconditionally guarantees to assume the duties and obligations of JTH Tax, LLC d/b/a Liberty Tax Service located at 2387 Liberty Way, Virginia Beach, Virginia 23456 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Virginia Beach, Virginia on the 9th day of April, 2026.

Guarantor:

LT Holdco, LLC
a Delaware ~~limited~~ liability company

By:  _____

Name: Rory Walters

Title: Interim Chief Financial Officer

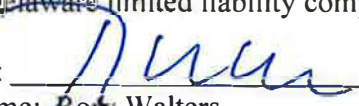
GUARANTEE OF PERFORMANCE
Illinois

For value received, LT Holdco, LLC (“Guarantor”), a limited liability company organized under the laws of the State of Delaware and located at 2387 Liberty Way, Virginia Beach, Virginia 23456, absolutely and unconditionally guarantees to assume the duties and obligations of JTH Tax, LLC d/b/a Liberty Tax Service, located at 2387 Liberty Way, Virginia Beach, Virginia 23456 (the “Franchisor”), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and on its successors and assigns.

The Guarantor signs this guarantee at Virginia Beach, Virginia on the 9th day of April, 2026.

LT Holdco, LLC

a Delaware limited liability company

By: 

Name: Rory Walters

Title: Interim Chief Financial Officer

GUARANTEE OF PERFORMANCE
Virginia

For value received, absolutely and unconditionally guarantees the performance by LT Holdco, LLC, a limited liability company organized under the laws of the State of Delaware and located at 2387 Liberty Way, Virginia Beach, Virginia 23456 of all the obligations of JTH Tax, LLC d/b/a Liberty Tax Service, located at 2387 Liberty Way, Virginia Beach, Virginia 23456 under its franchise registration in the State of Virginia and of its franchise agreements. This guarantee continues until all such obligations of JTH Tax, LLC d/b/a Liberty Tax Service under its franchise registration and franchise agreements are satisfied. LT Holdco, LLC is not discharged from liability if a claim by the franchisee against JTH Tax, LLC d/b/a Liberty Tax Service remains outstanding. Notice of acceptance is waived. Notice of default on the part of JTH Tax, LLC d/b/a Liberty Tax Service is not waived. This guarantee is binding on LT Holdco, LLC and on its successors and assigns.

LT Holdco, LLC executed this guarantee at Virginia Beach, Virginia on the 9th day of April, 2026.

LT Holdco, LLC
a Delaware limited liability company

By: 
Name: Rory Walters
Title: Interim Chief Financial Officer

EXHIBIT I

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AND

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Introduction

Use of the Operations Manual

Experience and Proven Track Record

The Liberty Tax Franchise Operations Manual has been developed based on over 20+ years of success within the tax preparation industry. These policies and procedures have been tested and proven.

- This manual is part of your Franchise Agreement; you have agreed to abide by the policies and procedures in this manual.
- Following the System provides many positive results, including the ability to build a client-oriented, recession-resistant business in your territory.

Flexibility to Meet Market Needs

This is a dynamic organization that changes to meet the needs of the marketplace. Therefore, the policies and procedures will be changed and updated as we discover new and more efficient ways of doing things.

- Before policies or procedures are changed, the proposed change is tested for effectiveness and profit potential.
- Adhering to the Operations Manual helps to ensure that you take advantage of being part of a franchise system and do not make expensive mistakes.

Continual Team Input and Improvements

Each year, all operating systems are reviewed for possible adjustments. These ideas come from people in every area of our franchise system.

- We welcome the input and knowledge you will bring to our team and encourage you to participate in our yearly training events.
- Franchisees can discuss all their concerns and ideas with their Field Consultant, at the national convention, or through any other communication channel.
- All recommendations from across the country are considered at the Support Center level.

CONFIDENTIALITY AGREEMENT- TRAINING ATTENDANCE

I. **Purpose.** JTH Tax LLC d/b/a Liberty Tax Service (“Liberty”) is allowing you (also referred herein as the “Recipient”) to attend certain trainings, including, but not limited to, Effective Operations Training, and/or LEAD Training (collectively, “Trainings”). The materials taught at or distributed in relation to Trainings constitute confidential trade secrets of Liberty. To keep teaching, discussions and information sharing as open and free as possible the parties agree to the terms provided in this Agreement.

II. **Definition of Confidential Information.** Confidential information (“Confidential Information”) shall mean all oral, written, printed and electronic information furnished by Liberty to you at or in relation to Trainings, including, but not limited to, the Liberty Tax Service Operations Manual, training materials, methods, policies, procedures, software, statistics and data.

III. **Agreement to Maintain Confidentiality.** For a period of five years, you agree to keep the Confidential Information confidential, and will not disclose the Confidential Information to any person or entity or use the Confidential Information, directly or indirectly, other than in connection with the operation of a Liberty Tax Service franchise for which you have entered into a franchise agreement with us.

IV. **Return of Materials.** In the event that you decide not to license a Liberty franchise by the December following the date of this Agreement, you will deliver all originals and all copies, in paper, electronic and other tangible format, of the Confidential Information to Liberty without retaining any copies of the Confidential Information.

V. **Remedies.** The Recipient acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement. Therefore, in addition to all other remedies available at law, including the receipt of attorney fees, Liberty is entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Recipient hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

VI. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Commonwealth of Virginia.

VII. **Miscellaneous.** This Agreement may only be modified by a written document executed by both parties. This Agreement may be executed in counterparts, and all such counterparts together will constitute one Agreement.

Dated this day of _____, 20__

Recipient: _____ JTH TAX LLC d/b/a Liberty Tax Service
Printed Name

By: _____ By: _____
Signature

EXHIBIT J
FRANCHISEE ASSOCIATIONS

FRANCHISEE ORGANIZATIONS WE HAVE CREATED, SPONSORED OR ENDORSED

We have created the National Advisory Council (“NAC”), a representative group of franchisees, who advise us about issues facing franchisees, offer suggestions for improving our system and serve as a point of contact for the franchisees that they represent.

The contact information for the NAC collectively is as follows:

National Advisory Council
Liberty Tax Service
2387 Liberty Way
Virginia Beach, Virginia 23456
(757) 493-8855

The NAC does not have a website or email address.

FRANCHISEE ASSOCIATIONS THAT HAVE ASKED TO BE INCLUDED IN THIS DISCLOSURE DOCUMENT

The following independent franchisee organization has asked to be included in this disclosure document:

LTS National Zee Association, LLC
551 Valley Road, Suite 214
Upper Montclair, New Jersey 07044
(862) 404-1493

State Effective Dates

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

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

State	Effective Date
California	~~April 22, 2025~~ Pending
Hawaii	~~May 2, 2025~~ Pending
Illinois	~~April 22, 2025~~ Exempt
Indiana	~~April 22, 2025~~ Exempt
Maryland	~~April 24, 2025~~ Pending
Michigan	~~April 23, 2025~~ Pending
Minnesota	~~May 9, 2025~~ Pending
New York	~~April 22, 2025~~ Exempt
North Dakota	~~April 23, 2025~~ Pending
Rhode Island	~~May 6, 2025~~ Pending
South Dakota	~~April 23, 2025~~ Pending
Virginia	~~April 23, 2025~~ Pending
Washington	~~April 23, 2025~~ Pending
Wisconsin	~~April 23, 2025~~ Pending

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

EXHIBIT K

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If JTH Tax LLC d/b/a Liberty Tax Service offers you a franchise, we must provide this disclosure document to you at least 14 days before you sign a binding agreement or make a payment to us in connection with the proposed franchise sale or grant.

Rhode Island requires that we give you this 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.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit F.

Date of Issuance: April ~~22~~9, 202~~5~~6.

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

If a Franchise Seller was involved in this sale, the name, principal business address and telephone number of the Franchise Seller follows:

Name of Franchise Sellers : _____

Franchise Sellers' Telephone Number: _____

Franchisee Principal Business Address: _____

I have received a disclosure document dated April ~~22~~9, 202~~5~~6 that included the following Exhibits:

- A. State Disclosure Document Addenda
- B. Franchise Agreement and State Franchise Agreement Addenda
- C. Promissory Notes
- D-1. Republic Bank Easy Advance ERO Agreement, JTHF, RBT and ERO Program Services Agreement
- D-2. Software License Agreement
- D-3. Renewal & Release forms
- D-4. Confidentiality Agreement
- D-5. Franchisee Card Program Agreement
- E. Purchase and Sale Agreements, Transfer and Release forms
- F. List of State Administrators and Registered Agents
- G-1. List of Current Franchisees
- G-2. List of Franchisees Who Had an Outlet Terminated, Cancelled, Not Renewed or Otherwise Ceased to Do Business

- H. Financial Statements and Guarantee of Performance
- I. Table of Contents of Operations Manual and Confidentiality Agreement
- J. Franchisee Organizations We Have Created, Sponsored or Endorsed
State Effective Dates
- K. Receipt

PROSPECTIVE FRANCHISEE:

Date you received this Disclosure Document

If an individual:

If a business entity:

Name of Business Entity

By:

Signature

Signature

Printed Name

Printed Name/Title

Address

Address

(Telephone number)

(Telephone number)

By:

Signature

Signature

Printed Name

Printed Name/Title

Address

Address

(Telephone number)

(Telephone number)

EXHIBIT K

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PROSPECTIVE FRANCHISEE:

Date you received this Disclosure Document

If an individual:

If a business entity:

Name of Business Entity

By:

Signature

Signature

Printed Name

Printed Name/Title

Address

Address

(Telephone number)

(Telephone number)

By:

Signature

Signature

Printed Name

Printed Name/Title

Address

Address

(Telephone number)

(Telephone number)