	<p><b>FRANCHISE DISCLOSURE DOCUMENT</b></p> <p><b>JTH Tax LLC d/b/a Liberty Tax Service</b>  <b>a Delaware limited liability company</b>  <b>2387 Liberty Way</b>  <b>Virginia Beach, VA 23456</b>  <b>(800) 790-3863</b>  <b>(757) 493-8855</b>  <a href="mailto:libtax@libtax.com">libtax@libtax.com</a>  <a href="http://www.libertytax.com">www.libertytax.com</a></p>
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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 \$42,200 to \$61,400. This includes \$15,000 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](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: May 10, 2024

## HOW TO USE THIS FRANCHISE DISCLOSURE DOCUMENT

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

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

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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## **Exhibits**

- A. State Disclosure Document Addenda
- B. Franchise Agreement and State Franchise Agreement Addenda
- C. Promissory Notes
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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
- 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
- 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, 2023, we had 1,885 Liberty Tax Service offices in the United States, 1,813 of which we franchised and 72 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, 2023, 70 existing franchisees signed amendments to their existing franchise agreements to operate a VTO for the 2024 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. 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](http://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, 2023, Liberty-Canada had 246 Liberty offices in Canada, 243 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.

William McPherson, Chief Information Officer. Mr. McPherson has served as Chief Information Officer since July 2023. Previously, he was Senior Vice President of Systems Strategy at JTH Tax from July 2021 to July 2023, Vice President of Strategic Initiatives from September 2020 to July 2021, Assistant Vice President of Tax Systems from January 2020 to September 2020, Director of Special Products from May 2019 to January 2020, and Phoenix Tax Software Franchisee Group Manager from July 2018 to May 2019. Mr. McPherson has also been a Liberty Tax franchisee since 2004.

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.

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 Manager. Ms. Doe has served as Franchise Development Manager since May 2023. She served as Franchise Sales and Operations Compliance Manager, and Operations Coordinator at ILOVEKICKBOXING from January 2022 to May 2023. From August 2015 to April 2018, Ms. Doe served as Sales and Operations Manager at Liberty, and from April 2018 to July 2020, she was the Operations Specialist Manager at Liberty.

### ITEM 3 LITIGATION

#### **Pending Actions Against Liberty:**

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 alleged liability was not assumed via the bankruptcy sales process. Thus, this matter will be assigned to a residual company that will be wound down.

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 alleged liability was not assumed via the bankruptcy sales process. Thus, this matter will be assigned to a residual company that will be wound down.

Rene Labrado v. JTH Tax, Inc. (Case BC 715076). On July 3, 2018, a class action complaint was filed in the Superior Court of California, County of Los Angeles by a former employee alleging 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 \$75,00 payment to Pugh, plus broad and customary releases. The Court held a hearing for preliminary approval of the settlement on April 14, 2022 and February 27, 2023 wherein the court ordered the Plaintiff by March 7, 2023 to submit an updated declaration and to revise the class notice, which the Plaintiff did timely file. 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 subsequently 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 Tax entities, including unsecured litigation claims, was vested into two residual companies under applicable Canadian law. On January 26, 2024, the Canadian Court issued an order setting forth the mechanism by which the residual companies and the remaining entities will be wound down, either through a bankruptcy in Canada or a wind-down process in the United States. This order was recognized by the Bankruptcy Court on February 15, 2024. This alleged liability was not assumed via the bankruptcy sales process. Thus, this matter will be assigned to a residual company that will be wound down.

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.

789 Tremont Holding LLC v. WeFile LLC, et al., Tremont, 815112/2022E. Supreme Court of New York (Bronx County). Plaintiff Complaint filed on October 12, 2022 alleging failure to pay rent. Liberty moved to dismiss the Complaint in November 2022. Plaintiff amended the Complaint in December 2022. Liberty moved to dismiss the Amended Complaint on December 24, 2022. On April 19, 2023, the Court granted Liberty's motion, dismissing all claims against Defendants Nextpoint and WeFile, and all claims except for the breach of contract claim against Liberty. 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 alleged liability was not assumed via the bankruptcy sales process. Thus, this matter will be assigned to a residual company that will be wound down.

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.

#### **Litigation Against Franchisees During the Prior Fiscal Year:**

##### *Litigation to Enforce Post-Termination Duties*

JTH Tax LLC d/b/a Liberty Tax Service v. Nisar Ahmed d/b/a Tax Services, 1:23-cv-1119, U.S. District Court for the Northern District of Illinois. Complaint alleging breach of non-compete filed February 23, 2023. The parties reached a settlement on May 23, 2023.

JTH Tax LLC d/b/a Liberty Tax Service v. Alexis 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. 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. Kyle Anderson, et al., 2:23-cv-00209, U.S. District Court for the District of Arizona. Complaint alleging breach of non-compete filed January 31, 2023 and amended on March 2, 2023. Temporary restraining order entered against Defendants Kyle Anderson and RKA Tax LLC ("Anderson Defendants") on February 17, 2023 and remained in effect through resolution of Liberty's motion for preliminary injunction. Non-Anderson Defendants moved to dismiss the amended complaint on March 17, 2023. The parties reached a settlement on July 3, 2023.

JTH Tax LLC d/b/a Liberty Tax Service v. Ashley Beckwith, et al., 1:23-cv-00125, U.S. District Court for the District of Delaware. Complaint alleging breach of franchise agreement's post-termination obligations filed February 1, 2023. In April 2023, the Court granted our motion for preliminary injunction and ordered Defendant to assign the lease for former Liberty franchise location to Liberty. 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. 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. The hearing on this Order to Show Cause has been adjourned, without a new hearing date having been set.

JTH Tax LLC d/b/a Liberty Tax Service v. Conner, 1:21-cv-00178, U.S. District Court for the Northern District of Mississippi. Complaint filed on December 7, 2021 alleging claims for breach of non-compete, Lanham Act violations, 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 to be heard in May 2024.

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 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 complaint on March 18, 2024.

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).

JTH Tax LLC d/b/a Liberty Tax Service v. Cybulski, 1:21-cv-04716, U.S. District Court, Southern District of New York. Complaint 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. The parties are engaged in discovery.

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 injunction order.

JTH Tax LLC d/b/a Liberty Tax Service v. Krissy Dehn, et al., 4:23-cv-00105, U.S. District Court for the Northern District of Texas, Ft. Worth Division. Complaint alleging breach of non-compete and motion for preliminary injunction against further breaches of non-compete filed on February 2, 2023. Stipulated injunction against further breaches of the non-compete filed July 2023. Liberty agreed to dismiss its claims in exchange for a settlement payment to Liberty. The matter was dismissed in November 2023.

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 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. 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. Irving, 1:21-cv-03000, U.S. District Court for the District of Maryland. Complaint alleging breach of non-compete filed on November 22, 2021. 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. Jasani, 1:24-cv-00699, U.S. District Court for the Middle District of Georgia. Complaint 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 post-termination non-competition obligations under the franchise agreement at issue), and to cease offering tax preparation services within their non-compete zone. Discovery will commence following the initial conference, which has not yet been set. No scheduling order is in place.



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.

JTH Tax LLC d/b/a Liberty Tax Service v. Donald Losso, et al., 1:22-cv-01683, U.S. District Court for the Northern District of Illinois, Eastern Division. Complaint alleging breach of non-compete and trademark infringement filed on April 21, 2022. Preliminary injunction prohibiting Defendants from violating non-compete entered January 2023. Liberty agreed to dismiss its claims in exchange for a settlement payment to Liberty. The matter was dismissed in May 2023.

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 is stayed pending the resolution of the bankruptcy proceedings involving Nextpoint Financial Inc. in Canada and the Bankruptcy Court for the District of Delaware.

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. Motion for preliminary injunction against continued breaches of contract and trade secret misappropriation filed March 12, 2024. Defendants' deadline to respond is April 3, 2024.

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. Liberty's motion for preliminary injunction to enjoin Defendants from continued unlawful acts pending.

JTH Tax LLC d/b/a Liberty Tax Service v. Page, 3:24-cv-00252, U.S. District Court for the Middle District of Pennsylvania. Complaint alleging breach of non-compete, tortious interference with Liberty's franchise agreement with former franchisee and trade secret theft filed on February 9, 2024. Clerk entered default against all Defendants on March 13, 2024. Corporate Defendants filed for bankruptcy, and the Court ordered the matter stayed on March 26, 2024.

JTH Tax LLC d/b/a Liberty Tax Service v. Debashish Paul, et al., 4:23-cv-00018, U.S. District Court for the Northern District of Texas. Complaint alleging breach of non-compete filed on January 5, 2023. Defendants' motion to dismiss was denied on March 24, 2023. Liberty agreed to dismiss its claims in exchange for a settlement payment to Liberty and a stipulated injunction preventing Defendants from offering tax preparation services within 25 miles of the Liberty territory in question through September 2025. The matter was dismissed in September 2023.

JTH Tax LLC d/b/a Liberty Tax Service v. Michael Piascinski, et al., 5:22-cv-01455, U.S. District Court for the Eastern District of Pennsylvania. Complaint alleging breach of non-compete filed on April 14, 2022. Liberty agreed to dismiss its claims in exchange for a stipulated injunction preventing

Defendants from offering tax preparation services within 25 miles of the Liberty territory at issue through January 2026. The matter was dismissed in January 2024.

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. Motion for preliminary injunction against further breaches of non-compete and trade secret misappropriation filed March 11, 2024. Preliminary injunction hearing set for April 11, 2024.

JTH Tax LLC d/b/a Liberty Tax Service v. Pocker, CL19007307-00. 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. Discovery is ongoing. Trial is set for September 30, 2024.

JTH Tax LLC d/b/a Liberty Tax Service v. Julianne Richardson, 1:23-cv-00082, U.S. District Court for the Northern District of Indiana. Complaint alleging breach of non-compete and motion for preliminary injunction filed on February 20, 2023. Liberty agreed to dismiss its claims in exchange for a settlement payment to Liberty and a stipulated injunction preventing Defendants from offering tax preparation services within 25 miles of the Liberty territory at issue through January 2026. The matter was dismissed in September 2023.

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.

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. The Court granted Defendants an extension of time to file a response to the motion for contempt until May 10, 2024.

JTH Tax LLC d/b/a Liberty Tax Service v. Josue Sanchez, et al., 1:22-cv-06160, U.S. District Court for the Southern District of New York. Complaint filed on July 10, 2022 alleging breach of non-compete and misappropriation of trade secrets. In October 2022, Defendants Sanchez and Red Hills. On October 25, 2022, the Clerk issued default against Defendants Sanchez and Don Varghese. In January 2023, Liberty agreed to dismiss its claims against Defendants Merrick Henry and Red Hills in

exchange for a settlement payment to Liberty. In February 2023, the Court entered judgment against Varghese in the amount of \$608,444.87. Liberty agreed to dismiss its claims against Sanchez in exchange for a stipulated injunction forbidding Sanchez to operate a tax preparation business within 25 miles of his former Liberty franchise territory through November 30, 2024. The matter was dismissed in December 2023.

JTH Tax LLC d/b/a Liberty Tax Service v. Linda Sanchez-Roman, 8:22-cv-02712, U.S. District Court for the Middle District of Florida, Tampa. Complaint alleging breach of non-compete filed on November 28, 2022. Liberty agreed to dismiss its claims in exchange for a settlement payment to Liberty and a stipulated injunction preventing Defendants from offering tax preparation services within 25 miles of the Liberty territory at issue through October 2024. The matter was dismissed in October 2023

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 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. Fayaaz Zahid, et al., 2:23-cv-10360, U.S. District Court for the Eastern District of Michigan. Complaint alleging violation of non-compete and motion for temporary restraining order and preliminary injunction filed on February 10, 2023. Liberty agreed to dismiss its claims in exchange for a settlement payment to Liberty and a stipulated injunction preventing defendants from offering tax preparation services within 25 miles of the Liberty territory at issue through November 2024. This matter was dismissed in September 2023.

*Litigation to Collect Royalty Payments and Past Due Debt During the Prior Fiscal Year:*

JTH Tax LLC d/b/a Liberty Tax Service v. Aquarius T. Johnson, CL23-3661, Circuit Court for the City of Virginia Beach. This matter was filed on July 24, 2023. Liberty obtained a judgement in the amount of \$41,764.42, plus \$154 in costs, \$1,720.70 in attorneys' fees, and 6% interest on \$22,000 and 12% interest on \$19,764.42, on November 3, 2023.

JTH Tax LLC d/b/a Liberty Tax Service v. Chellise Gloria Porter, GV23-16372, General District Court for the City of Virginia Beach. This matter was filed on June 21, 2023. Liberty obtained a judgment in the amount of \$17,998.37, plus \$80 in costs, \$2,500 in attorneys' fees, and 12% interest, on July 18, 2023.

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.

JTH Tax LLC d/b/a Liberty Tax Service v. Ashley Gentle, CL23-3845, Circuit Court for the City of Virginia Beach. This matter was filed on August 2, 2023.

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, \$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. Sandra Deveaux-Coleman, CL23-4430, 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 \$34,455.78, plus \$154 in costs, \$1,350 in attorneys' fees, and 12% interest, on December 21, 2023.

JTH Tax LLC d/b/a Liberty Tax Service v. Katie E. Panther, CL23-5494, 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 in February 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.

JTH Tax LLC d/b/a Liberty Tax Service v. Greta Rene Maone and Adonai Professional Services, Inc., GV23-16373, General District Court for the City of Virginia Beach. Liberty was unable to obtain service on the defendants and the matter was dismissed on November 14, 2023.

#### Concluded Litigation:

Mufeed Haddad, et al. v. JTH Tax LLC d/b/a Liberty Tax Service (Case No. CL21000441-00). Court for the City of Virginia Beach. Plaintiffs filed a Complaint in February 2021 (amended twice in January 2022 and September 2022 following Liberty's successful motions to dismiss), alleging wrongful termination of several area developer agreements, breach of the covenant of good faith and fair dealing, and failure to pay royalties. Court granted Liberty's motions to dismiss certain breach of contract and breach of implied covenant of good faith and fair dealing claims. Claims related to alleged breaches of certain franchise agreements, which were not dismissed, are 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. Mufeed and the other parties to the Virginia state court litigation (collectively the "ADs") filed an objection on October 31, 2023 (the "US AD Objection") to NextPoint's Recognition Motion (the "Chapter 15 Proceedings") in the United States Bankruptcy Court for the District of Delaware. Thereafter, the ADs filed a Notice of Application in the CCAA Proceedings objecting to the disclaimer of certain area developer contracts (the "Disclaimer Application") in the CCAA proceeding in Canada and in November 23, 2023 the ADs filed a Notice of Application for Leave to Appeal, and a Notice of Appeal in British Columbia Court of Appeal having Court File No. CA49489 (the "Appeal") seeking leave to appeal the Reverse Vesting Order granted on October 31, 2023 in the NextPoint CCAA proceedings. The matter was settled on November 28, 2023. The matter was settled on November 28, 2023 with the lenders to our former predecessor Nextpoint Financial Inc. paying a lump sum of \$1,200,000. We did not contribute to the settlement.

Convergent Mobile, Inc. v. JTH Tax, Inc. (N.D. Cal. 4:19-cv-06484) was a vendor lawsuit alleging wrongful termination of a vendor agreement and claiming millions in damages. Judgment was awarded in favor of Convergent (\$601,200.00 plus prejudgment interest in the amount of \$100,877.00). 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 LLC d/b/a Liberty Tax Service v. John T. Hewitt, et al., 2:21-cv-00076, U.S. District Court for the Eastern District of Virginia. Complaint alleging violations of the Lanham Act, tortious interference with Liberty's franchise agreement, tortious interference with a purchase and sale agreement between Liberty and a former franchisee, breach of employment agreement, unfair competition and violation of the Defend Trade Secrets Act of 2016 filed on February 4, 2021 and amended on March 16, 2021. Liberty also filed a motion for temporary restraining order and preliminary injunction against continued violations of statute, common law and contract on March 16, 2021. On March 30, 2021, Defendants agreed to stipulate to certain injunctive relief requested in Liberty's injunction motion. Defendants answered the Complaint on May 11, 2021. The parties reached a settlement and the matter was dismissed on January 14, 2022.

JTH Tax LLC d/b/a Liberty Tax Service v. Stephen A. Gilbert, et al., 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 and amended on March 22, 2022. Motion for temporary restraining order and preliminary injunction against continued violations of post-termination obligations under relevant franchise agreement filed on March 18, 2022. Defendants answered the Complaint and filed a Counterclaim for breach of the relevant franchise agreement, fraud related to a retail lease surrender and to certain terms in the franchise agreement and violation of the Florida Franchise Act on June 1, 2022. Liberty's injunction motion was granted on August 4, 2022. In response to Liberty's motion, the Court struck Defendants' amended complaint on November 7, 2022. In January 2023, Defendant Gilbert filed for bankruptcy, and the matter was automatically stayed in January 2023.

JTH Tax LLC d/b/a Liberty Tax Service v. Martha O'Gorman, CL18-5048 Circuit Court for the City of Virginia Beach. Liberty filed the complaint against the defendant on October 26, 2018 claiming that defendant breached multiple promissory notes. Defendant filed an answer to the complaint on

December 19, 2018. Defendant filed a motion to compel on April 16, 2019. Liberty filed an opposition to defendant's motion to compel on July 24, 2019. Defendant filed a motion for rule to show cause on February 10, 2020. On June 1, 2020, the Court entered a scheduling order. The Defendant filed a motion to compel third set of interrogatories on September 28, 2020. Liberty filed an opposition to Defendant's motion to compel third set of interrogatories on October 22, 2020. On December 28, 2021, Defendant O'Gorman agreed to transfer 4,760 shares of Common Stock of FGI to us in exchange for a release of claims brought against O'Gorman in the Circuit Court of Virginia Beach, and ultimately transferred the shares on March 21, 2022.

JTH Tax, LLC d/b/a Liberty Tax Service v. Natalie Grabowski et al., 1:2019-cv-08123 U.S. District Court for the Northern District of Illinois. Filed on December 12, 2019. Defendant filed for chapter 7 bankruptcy protection on March 12, 2020. Defendants filed and answer and counter claims on May 12, 2020. Liberty received an order from the Bankruptcy Court allowing claims for injunctive relief on May 21, 2020. On June 2, 2020 Liberty filed a motion to dismiss the defendant's counterclaims. Liberty filed an amended complaint on July 21, 2020. Defendants filed an answer to the amended complaint on July 29, 2020. On October 13, 2020 Liberty filed a motion for default judgment against Natalie Grabowski and Supernat, LLC d/b/a Liberty Tax Franchise. On October 22, 2020, the Court granted in part and denied in part Liberty's motion to dismiss the defendant's counterclaim. Liberty filed an answer to the counterclaim on November 5, 2020. On December 29, 2020, the Court granted Liberty's motion for summary judgment. On February 17, 2021 Liberty filed an amended motion for summary judgement on the defendant's amended counterclaim. On March 14, 2022, the Court entered a Stipulation of Settlement reflecting a mutual walkaway and mutual releases, and the matter was dismissed.

Pitcairn Franchise Development LLC v. JTH Tax, Inc., d/b/a Liberty Tax Service, filed with the America Arbitration Association on December 12, 2017, File No. 01-17-0007-4284. Plaintiff filed a petition for arbitration related to whether he had the right to renew his area developer agreement on the same terms of the prior agreement. Additionally, he sought a preliminary status quo injunction pending the determination of the parties' rights under an area developer agreement. By Order dated January 19, 2018, the Arbitrator granted a status quo injunction pending the outcome of the arbitration. On January 28, 2021, an Arbitrator for the American Arbitration Association ruled in a final, binding arbitration decision in favor of Liberty Tax and against Pitcairn Franchise Development, LLC, allowing Liberty to terminate Pitcairn's 2007 Area Developer Agreement effective immediately.

The Arbitrator ruled that Pitcairn failed to comply with four requirements necessary for him to be able to enter into any AD Agreement with Liberty. First, Pitcairn failed to provide at least 180 days written notice of his intent to renew his agreement. Second, Pitcairn failed to execute a general release in favor of Liberty prior to attempting to enter into any new AD Agreement. Third, Pitcairn failed to abide by the 2007 AD Agreement by insisting that he be able to renew on identical terms to the 2007 Agreement. The Arbitrator found that the AD Agreement only allowed AD's to enter into Liberty's "then-current" agreement, which is "a new agreement with Liberty for the provision of services to Liberty similar to those in the 2007 AD Agreement." Fourth, the Arbitrator found that because Pitcairn failed to comply with the AD Agreement's minimum development requirements, he was not allowed to renew.

Pitcairn also claimed that ADs were entitled to a cut of fees for monies Liberty makes from "ancillary services," or non-tax-preparation services provided at franchise locations. The Arbitrator also rejected this claim, ruling in favor of Liberty, and finding that the AD Agreements do not provide for payment of fees to ADs for anything other than royalties on tax preparation services. Liberty then filed a motion

in Federal Court for the Eastern District of Virginia to confirm the arbitration decision, which the court confirmed the decision in whole on July 27, 2021.

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 L1, 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 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-RGJU.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. This matter is related to the Warren matter, supra, and the Defendants are represented by the same counsel. Defendants purchased the franchise locations from Warren, which they are using to operate tax preparation services and using Liberty Marks. Selimovic asserted counterclaims against JTH Tax 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 denies the allegations and filed a motion to dismiss, which is pending before the Court. Selimovic also asserted third party complaint against Republic Bank in the action based upon alleged breach of contract. Republic Bank also filed a motion to dismiss. This matter was settled in November 2019 with Liberty purchasing all the locations from Selimovic and Selimovic agreeing to help in the transition of the business via an independent contractor agreement which expires at the end of tax season for tax year 2019.

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's 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.

K&A Publicidad, Inc. v. JTH Tax, Inc., d/b/a Liberty Tax Service, Liberty Tax, Inc. d/b/a Siempre Tax and John Hewitt, Case No CL17-4169, filed in the Virginia Beach Circuit Court on September 5, 2017. Plaintiff is a company owned and controlled by Kirke Franz Szawronski. Plaintiff alleges that it entered into a contract with Liberty to provide promotional and strategic relationship services to help grow the SiempreTax brand. Plaintiff alleges that defendants breached the contract for failure to pay for services and seeks damages. 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.

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.

JTH Tax, Inc. v. Tiffany Williams, Case No. 2:18-cv-26 filed on January 17, 2018 in the United States District Court for the Eastern District of Virginia. On January 17, 2018, JTH Tax filed a complaint against Defendants alleging breach of 28 franchise agreements, among other allegations. On January 18, 2018, JTH Tax filed a motion for a temporary injunction for Defendants' violations of post-termination obligations in their franchise agreements with JTH Tax. JTH Tax filed an amended complaint asserting additional claims against defendant Maurice Williams. Defendant Tiffany Williams has filed an amended counterclaim against JTH Tax and Defendant Maurice Williams has filed a motion to dismiss. JTH Tax has filed a motion to dismiss the counterclaim of Tiffany Williams and an opposition to Maurice Williams motion to dismiss. The court granted JTH Tax's motion for a temporary injunction, in part, against Maurice Williams and also granted, in part, Defendant Maurice Williams' motion to dismiss. JTH Tax requested a temporary injunction against Tiffany Williams is pending before the Court along with the motion to dismiss her counterclaims. A mediation was held on August 21, 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.

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.

John Reilly v. JTH Tax, Inc. and Liberty Tax Service, Taunton, (Case No. BRCV 2013-630) filed on July 5, 2013, in the State of Massachusetts, Bristol Superior Court. The plaintiff claimed breach of contract, negligence, and unfair trade practices due to alleged errors on his tax return. The matter was dismissed for a lack of amount in controversy without prejudice. The plaintiff re-filed the Complaint on March 18, 2014, in the Trial Court of the Commonwealth, Taunton Division (Case No. 14-13CV44). Liberty settled the matter in October 2014 by agreeing to pay the plaintiff \$7,500 and the plaintiff dismissed the matter with prejudice.

Christopher Savoia d/b/a Liberty Tax Service 4324 and Savoia Enterprises, Inc. d/b/a Liberty Tax Service 4324 v. Wal-Mart Stores, Inc. d/b/a Wal-Mart and/or Wal-Mart Supercenter and/or Wal-Mart Store #5795, JTH Tax, Inc. d/b/a Liberty Tax Service and DAT, LLC, (Case No. 2014-00746) filed January 30, 2014, in the Pennsylvania Court of Common Pleas, Chester County. The plaintiffs, a Liberty franchisee, alleged that we breached the franchise agreement and the implied duty of good



faith and fair dealing by entering into an agreement with Wal-Mart to operate a kiosk in the Oxford, Pennsylvania Wal-Mart Supercenter (“Supercenter”) located in the plaintiffs’ territory without first providing the plaintiffs with reasonable notice or opportunity to operate in the Supercenter. The plaintiffs further alleged that we violated certain FTC rules and Pennsylvania laws. Additionally, plaintiffs alleged that Wal-Mart and our area developer, DAT, LLC, tortiously interfered with the franchise agreement by seeking to place and run a company owned kiosk in the Supercenter. Plaintiffs obtained an ex parte Special Injunction Order on January 30, 2014, enjoining us from operating in the Supercenter and sought a preliminary injunctive order. On February 18, 2014, the Court of Common Pleas dissolved the Special Injunction Order and denied plaintiff’s request for a preliminary injunction. On March 13, 2014, plaintiffs filed an amended complaint adding a count for declaratory relief. On June 2, 2014, Savoia filed a second amended complaint. The second amended complaint alleged additional facts regarding communications between Liberty and Wal-Mart and counts for civil conspiracy and tortious interference with business relations. We filed preliminary objections to the second amended complaint on June 22, 2014. The Court sustained those preliminary objections on August 29, 2014, and dismissed the case against us for improper venue. On August 22, 2014, the Court also dismissed the case against DAT, LLC.

*EQYInvest Owner I, Ltd. LLP, v. Coral Insurance Group, Inc. and Ambreen Ali v. JTX Tax, Inc. d/b/a Liberty Tax Service, Elizabeth Ocando and Hudson Peters Commercial*, (Case No. DC-13-05396) filed April 17, 2014, in the District Court for Dallas County, Texas. The plaintiff, a Liberty franchisee, alleged breach of contract, negligence, and gross negligence against us based on an alleged rescinded approval of a franchised location. The matter was settled by the parties with Liberty agreeing to pay Ali \$14,500 and Ali agreeing to a mutual termination of his franchise. The suit was dismissed on October 28, 2014.

*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 82 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, William Harvey CLO, and

William McPherson, CIO 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 \$15,000. 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 the full \$15,000 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 IOT 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.

We will refund the deposit to you if we do not approve your application or if you do not pass IOT in accordance with our passing standards, provided that you return to us all materials that we distributed to you during IOT.

### **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 \$40,000 as part of a larger development plan. 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”) 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 average fee, market share, growth potential, length of time in business, any equipment or supplies that are transferring with the purchase and other pertinent market conditions. 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.

## ITEM 6 OTHER FEES\*

Fee	Amount	Due Date	Remarks
Royalties	<p>14% of Gross Receipts subject to the following minimums:</p> <p>First year- No minimum royalties</p> <p>Second year- minimum \$5,000</p> <p>Third year - minimum \$8,000</p> <p>Fourth and fifth year – minimum \$11,000</p> <p>9% of BPA Gross Receipts subject to no minimums.</p>	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 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; provided, however, Gross Receipts does not include revenue from the bookkeeping, payroll and advisory services by the franchised business after deductions for payments made pursuant to a pricing plan (“BPA Gross Receipts”).
Advertising	<p>5% of Gross Receipts</p> <p>2% of BPA Gross Receipts</p>	5th day of month	See definition of “Gross Receipts” above.

Fee	Amount	Due Date	Remarks
			See definition of “BPA 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.
Additional Services Fee for Bookkeeping, Payroll & Advisory Services offered through Xero, Inc.	\$150 training course fee for each person in the franchised business that that enrolls in the training course required by Xero to offer Bookkeeping, Payroll & Advisory Services	On or before the execution of the Stipulation for Bookkeeping, Payroll & Advisory Services	
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.
National Call Center	\$.50 -Appointments \$1.50-Tax School \$3.75-customer follow up \$5.25- Tax School kit sent	Billed by the 15th of the month for services performed the prior month.	If you elect to have us handle calls through our Call Center, these are the fees per call that we charge.
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	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

Fee	Amount	Due Date	Remarks
	a Friend or E-Send a Friend.		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.
Change to opening schedule in multi-territory stipulation	\$3,500	At time of approval of change.	Although we are under no obligation to do so, we may approve a change to your opening schedule in a multi-territory stipulation upon the payment of this fee.
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	Collected as incurred through ACH	Our right to Set-Off shall include, but is

Fee	Amount	Due Date	Remarks
	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.		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 Revenues and Failure to Comply	The costs of the review and interest of 12% per annum on the understated amount.	Billed on the 15th of the month following the assessment.	If you under-report Gross Receipts to us by 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.

<b>Fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
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.

## ITEM 7 ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT FOR A SINGLE FRANCHISE

	<b>Amount</b>		<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
	<b>Low</b>	<b>High</b>			
Initial Franchise Fee	\$15,000 (Note 1)	\$15,000 (Note 1)	Check	Upon signing of franchise agreement	Us
Initial Advertising	\$5,000 (Note 2)	\$5,000 (Note 2)	Check/Charge	Before and after opening	Us, Third-party Vendors & Marketers



	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
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.
<b>TOTAL FOR A SINGLE FRANCHISE AGREEMENT</b>	<b>\$42,200</b>	<b>\$61,400</b>	<b>(Does not include royalties, advertising fees or interest expense)</b>		

\* 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 \$15,000. 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 one tax preparer.

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 2019, 2020, 2021, 2022 and 2023 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 2023 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 stations, 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.

For most advertising material, such as coupons, brochures, and print ads, we have implemented an ad builder system available on Liberty Resource Center ("Ad Builder"). Under this system, you log in to Liberty Resource Center and select from the AdLib ad builder system the type of product and artwork for the ad, select from available templates, and enter any information that is permitted, such as your office address. Ad Builder automatically sends a proof of the ad to us that we will approve or reject with explanation, normally within two business days. Once the ad is approved, you will be able to download the artwork and send it to the vendor of your choice to produce.

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. 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 \$100,894,000 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



<b>Franchisee's Obligations</b>	<b>Section In Franchise Agreement</b>	<b>Item in Disclosure document</b>
t. Transfer	15	17, Exhibits D-3 and D-4
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 4-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 hold IOT approximately seven (7) 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)). However, if you return our Manual and any other materials we provided to you, we will refund any fees that you paid to us. We also may elect not to terminate at that time and allow you additional time to find a site that we do approve. (Franchise Agreement, paragraph 12.b.)

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.

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, Ad Builder, 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.). 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 or 2% of your BPA 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, 2023, we spent the following amounts on advertising in the United States:

	<b>Dollar Amount</b>	<b>Percent</b>
Media Placement and Other Direct Marketing	\$13,002,087	95%
Administrative Expenses	\$666,275	5%
Total	\$13,668,362	100%

For fiscal year ending December 31, 2023, we spent 1.9% 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 in order to increase profitability. We do not charge for this training, but you must pay for all travel, lodging and other expenses you incur to attend. We may also require that you attend a reasonable number of toll-free conference calls to learn operational and marketing tips. Such calls are normally recorded and made available for online replay. (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 \$700, 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 154 pages.

## TRAINING PROGRAM

Subject <sup>1</sup>	Hours of Classroom Training	Hours of On the Job Training	Location
Introduction <ul style="list-style-type: none"> <li>Welcome and Introduction</li> </ul>	1 ½ hours		Virginia Beach or Dallas Fort Worth

<b>Subject<sup>1</sup></b>	<b>Hours of Classroom Training</b>	<b>Hours of On the Job Training</b>	<b>Location</b>
<ul style="list-style-type: none"> <li>• Industry Description/Typical Tax Season</li> <li>• National Office Trainings</li> <li>• New Zee Team and Operations Team</li> <li>• Internal Systems</li> <li>• Starting a Tax Business</li> <li>• IRS Efile Requirements</li> <li>• Employer Identification Number</li> <li>• IRS E-Services</li> <li>• Electronic Filing Identification Number</li> </ul>			
Technology/Support <ul style="list-style-type: none"> <li>• Our DNA</li> <li>• Methods of Support</li> <li>• Primary Applications Overview</li> <li>• Vendors-Equipment</li> </ul>	30 minutes		Virginia Beach or Dallas Fort Worth
Ops Support <ul style="list-style-type: none"> <li>• Hierarchy of Operations</li> <li>• Contact Information</li> </ul>	30 minutes		Virginia Beach or Dallas Fort Worth
Site Selection <ul style="list-style-type: none"> <li>• Site Selection Process</li> <li>• Evaluation Criteria</li> <li>• Rent Guidelines</li> <li>• Lease Negotiation</li> </ul>	1 hour		Virginia Beach or Dallas Fort Worth
Tax School <ul style="list-style-type: none"> <li>• Benefits of Tax School</li> <li>• Tax School Schedule</li> <li>• Organizing Your Tax School</li> <li>• Recruiting Students and Marketing the School</li> <li>• Tracking Inquiries and Registrations</li> <li>• Converting Students to Employees</li> <li>• Learning Management System</li> <li>• Tax Preparer Certification</li> </ul>	1 hour		Virginia Beach or Dallas Fort Worth
Staffing <ul style="list-style-type: none"> <li>• Office Positions</li> <li>• Employment Law</li> <li>• Training Employees</li> <li>• Scheduling Suggestions</li> <li>• Productivity</li> <li>• </li> </ul>	1 hour		Virginia Beach or Dallas Fort Worth
New Office Setup <ul style="list-style-type: none"> <li>• Signage</li> </ul>	30 minutes		Virginia Beach or Dallas Fort Worth

<b>Subject<sup>1</sup></b>	<b>Hours of Classroom Training</b>	<b>Hours of On the Job Training</b>	<b>Location</b>
<ul style="list-style-type: none"> <li>Physical Characteristics</li> <li>Office Layout</li> <li>Office Equipment</li> <li>Kiosk Panels</li> <li>Computer Systems</li> <li>Office Hours</li> <li>New Office Setup Checklist</li> </ul>			
Marketing Tools <ul style="list-style-type: none"> <li>Marketing Tools Resource Center</li> </ul>	1 ¼ hours		Virginia Beach or Dallas Fort Worth
Guerrilla Marketing <ul style="list-style-type: none"> <li>What it is.</li> <li>Plan, Prepare, Execute</li> <li>B2B/P2P</li> </ul>	1.5 hours		Virginia Beach or Dallas Fort Worth
Marketing Theory <ul style="list-style-type: none"> <li>Marketing Approval</li> <li>Marketing Overview</li> <li>Paid Advertising</li> <li>Off Season Marketing and Public Relations</li> <li>Tracking Results</li> <li>Common Marketing Mistakes</li> <li>Location, Visibility, Signage</li> <li>Referrals and Customer Service</li> <li>4 Walls Marketing</li> <li>Client Follow-Up Calls</li> <li></li> </ul>	4 hours		Virginia Beach or Dallas Fort Worth or Online
Management Tools <ul style="list-style-type: none"> <li>Report Timetable</li> <li>Daily Monitoring</li> <li>Liberty Tax Service Budget</li> <li>Liberty Tax Service Profit &amp; Loss Statement</li> <li></li> </ul>	1 hour		Virginia Beach or Dallas Fort Worth
Temperature Check <ul style="list-style-type: none"> <li>Fears</li> <li>Weekly/Monthly Focus</li> <li>Their Why (are they doing this)</li> </ul>	1 hour		Virginia Beach or Dallas Fort Worth
Processing Center/Paperless <ul style="list-style-type: none"> <li>Equipment and Supplies</li> <li>Processing Center Layout</li> <li>Processing Procedures</li> </ul>	30 minutes		Virginia Beach or Dallas Fort Worth



<b>Subject<sup>1</sup></b>	<b>Hours of Classroom Training</b>	<b>Hours of On the Job Training</b>	<b>Location</b>
•			
Supply <ul style="list-style-type: none"> <li>• Points of Contact</li> <li>• Purpose of Supply Dept.</li> <li>• Vendors</li> <li>• How to Contact</li> <li>•</li> </ul>	30 minutes		Virginia Beach or Dallas Fort Worth or Online
Products <ul style="list-style-type: none"> <li>• What is a Financial Product?</li> <li>• Pre-Season Options</li> <li>• Tax Season Options</li> <li>• What's New</li> </ul> Partner Products	1 Hour		Virginia Beach or Dallas Fort Worth
Internal Audit- Revenue Protection <ul style="list-style-type: none"> <li>• Fraud Opportunities</li> <li>• Excessive Discounting</li> <li>• Alternative Software</li> </ul>	45 minutes		Virginia Beach or Dallas Fort Worth
Franchise Compliance <ul style="list-style-type: none"> <li>• Compliance Monitoring</li> <li>• Alert Notification System</li> <li>• Compliance Reviews</li> <li>• Self-Monitoring</li> <li>• Due Diligence Requirements</li> <li>• Preparer Blacklisting</li> <li>• Compliance Hotline</li> </ul>	45 minutes		Virginia Beach or Dallas Fort Worth
Season Readiness <ul style="list-style-type: none"> <li>• Season Readiness Plan</li> <li>• Policies &amp; Procedures</li> <li>• Closing the Sale</li> <li>• Situation &amp; Dialogue</li> <li>• On-Deck Training</li> </ul>	1 Hour		Virginia Beach or Dallas Fort Worth
Reporting <ul style="list-style-type: none"> <li>• Report Central</li> <li>• Most Commonly Used End of Year Reports</li> </ul>	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, Senior Vice President of Digital Marketing. Mr. Sawai has 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 Ferguson, Director of Marketing Technology. Mr. Ferguson has served as Director of Marketing Technology since December 1997.

Bryan Nester, Director of Brand. Mr. Nester has 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.

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](http://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
7,288,133	A BRIGHER 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
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

Registration Number	Description of Mark	Principal or Supplemental Register of the U.S. Patent and Trademark Office	Registration Date	Owner
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	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
98,344,427	YOUR TRUSTED TAX EXPERTS FOR LIFE	January 5, 2024	JTH Tax LLC
98,344,436	SUS EXPERTOS FISCALES DE CONFIANZE DE POR VIDA	January 5, 2024	JTH Tax LLC
98,176,324	TORCHIE Image	September 12, 2023	JTH Tax LLC
98,176,315	TORCHIE	September 12, 2023	JTH Tax LLC
97,607630	LIBERTY CONNECT	September 26, 2022	JTH Tax LLC
97,550643	LIBERTY TAX HOLIDAY ADVANCE	August 16, 2022	JTH Tax LLC
97,242350	FREETAX	January 27, 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 on-premises general manager who has successfully completed IOT and HOT and otherwise been approved by us in writing. The 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**

<b>Provision</b>	<b>Section In Franchise Agreement</b>	<b>Summary</b>
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



Provision	Section In Franchise Agreement	Summary
		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 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

Provision	Section In Franchise Agreement	Summary
		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 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

Provision	Section In Franchise Agreement	Summary
		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.
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 1,789 franchise owned Liberty Tax offices that operated during tax season 2023 and also remained active in our systems into tax season 2024. 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 2023 was determined on February 15, 2023. At that point, there were a total of 2,297 US Liberty Tax offices, of which 1,972 were franchise locations. This table represents 91% of those offices. Offices that are omitted were either (1) not active into tax season 2024 as of February 15, 2024; (2) processing centers or (3) seasonal offices. We only have one tax season per calendar year (see below).

Offices in the table are grouped by “vintage,” or number of annual tax seasons they have continuously operated. To determine annual tax seasons of continuous operations, we totaled the consecutive number of annual tax seasons each store was marked active in our system for the annual tax season and had charged at least \$1 dollar in tax preparation services during the same year and completed at least 10 Returns during the same year. These annual tax seasons have been grouped to highlight stages of maturity of the stores (1-2 annual tax seasons, 3-5 annual tax seasons, and 6 or more annual tax seasons).

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 1<sup>st</sup> and December 31<sup>st</sup> of 2023.

**Returns defined:**

Reflects a count of Federal Tax Returns transmitted between January 1st and December 31<sup>st</sup> of 2023.

**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 15<sup>th</sup>.

**Statement of Average Prep Fees and Number of Returns  
for 1,789 Liberty Franchise-Operated Offices for Tax Season 2023**

All Franchise Offices	Prep Fees			Number of Returns		
	# of Years in Operation			# of Years in Operation		
	1-2	3-5	6+	1-2	3-5	6+
# Offices	67	63	1,659	67	63	1,659
Highest	114,157	231,547	925,747	507	704	4,295
Lowest	1,845	15,217	6,371	12	39	15
Average	41,734	82,226	153,979	160	298	542
Median	38,757	73,188	132,191	141	251	455
# Offices Above Avg.	31	28	641	29	23	642
# Offices Below Avg.	36	35	1,018	38	40	1,017
% Offices Above Avg.	46%	44%	39%	43%	37%	39%

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.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**

**SYSTEMWIDE OUTLET SUMMARY**

For Fiscal Years Ending December 31, 2021, December 31, 2022 and December 31, 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
<b>Franchised</b>	2021	2255	2121	-134
	2022	2121	1991	-130
	2023	1991	1813	-178
<b>Company-Owned</b>	2021	174	135	-39
	2022	135	114	-21
	2023	114	72	-42
<b>Total Outlets</b>	<b>2021</b>	<b>2429</b>	<b>2256</b>	<b>-173</b>
	<b>2022</b>	<b>2256</b>	<b>2104</b>	<b>-151</b>
	<b>2023</b>	<b>2104</b>	<b>1885</b>	<b>-220</b>

**Table No. 2**

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

For Fiscal Years Ending December 31, 2021, December 31, 2022 and December 31, 2023

State	Year	Number of Transfers
<b>Alabama</b>	2021	1
	2022	1
	2023	2
<b>Arizona</b>	2021	2
	2022	4
	2023	2
<b>Arkansas</b>	2021	0
	2022	2
	2023	2
<b>California</b>	2021	15
	2022	18
	2023	7
<b>Colorado</b>	2021	1
	2022	4
	2023	0
<b>Connecticut</b>	2021	4
	2022	0
	2023	2
<b>Delaware</b>	2021	0
	2022	0
	2023	1
<b>District of Columbia</b>	2021	1
	2022	0

State	Year	Number of Transfers
	2023	0
Florida	2021	5
	2022	2
	2023	2
	2023	2
Georgia	2021	2
	2022	3
	2023	2
	2023	2
Idaho	2021	0
	2022	0
	2023	2
	2023	2
Illinois	2021	1
	2022	2
	2023	1
	2023	1
Indiana	2021	0
	2022	1
	2023	0
	2023	0
Iowa	2021	0
	2022	1
	2023	0
	2023	0
Kentucky	2021	1
	2022	0
	2023	0
	2023	0
Louisiana	2021	0
	2022	4
	2023	1
	2023	1
Maine	2021	0
	2022	0
	2023	0
	2023	0
Maryland	2021	3
	2022	0
	2023	2
	2023	2
Massachusetts	2021	0
	2022	2
	2023	1
	2023	1
Michigan	2021	5
	2022	7
	2023	2
	2023	2
Minnesota	2021	0
	2022	1
	2023	1
	2023	1
Missouri	2021	4
	2022	1
	2023	0
	2023	0
Nevada	2021	1
	2022	3
	2023	3
	2023	3
New Hampshire	2021	0
	2022	0
	2023	0
	2023	0
New Jersey	2021	1
	2022	0
	2023	0
	2023	0

State	Year	Number of Transfers
	2023	1
New Mexico	2021	0
	2022	2
	2023	2
New York	2021	4
	2022	5
	2023	4
North Carolina	2021	8
	2022	5
	2023	2
North Dakota	2021	0
	2022	1
	2023	1
Ohio	2021	6
	2022	7
	2023	5
Oklahoma	2021	4
	2022	2
	2023	2
Oregon	2021	1
	2022	1
	2023	0
Pennsylvania	2021	2
	2022	0
	2023	3
South Carolina	2021	1
	2022	2
	2023	1
South Dakota	2021	0
	2022	1
	2023	1
Tennessee	2021	2
	2022	2
	2023	1
Texas	2021	11
	2022	6
	2023	14
Utah	2021	0
	2022	1
	2023	1
Virginia	2021	2
	2022	0
	2023	3
Washington	2021	4
	2022	1
	2023	0
West Virginia	2021	3
	2022	0
	2023	1
Wisconsin	2021	1
	2022	0



State	Year	Number of Transfers
	2023	2
Total	2021	96
	2022	92
	2023	77

**Table No. 3**

**STATUS OF FRANCHISED OUTLETS**

For Fiscal Years Ending December 31, 2021, December 31, 2022, and December 31, 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Franchised Stores Operating at Year End
Alabama	2021	24	2	1	2	0	1	22
	2022	22	3	1	0	0	1	23
	2023	23	3	1	1	0	1	23
Alaska	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	2	5
Arizona	2021	45	3	0	0	0	1	47
	2022	47	0	5	1	0	1	40
	2023	40	1	2	0	0	3	36
Arkansas	2021	23	1	1	0	0	0	23
	2022	23	1	0	0	0	0	24
	2023	24	2	1	0	0	1	24
California	2021	255	9	14	4	3	10	233
	2022	233	4	11	5	1	2	218
	2023	218	1	9	3	0	7	200
Colorado	2021	35	0	1	0	0	0	34
	2022	34	0	0	2	0	0	32
	2023	32	0	6	0	0	1	25
Connecticut	2021	30	0	1	0	0	1	28
	2022	28	0	0	0	0	0	28
	2023	28	0	0	0	0	0	28
Delaware	2021	8	1	0	0	0	0	9
	2022	9	0	2	0	0	0	7
	2023	7	0	0	0	0	0	7
District of Columbia	2021	6	0	0	1	0	1	4
	2022	4	0	0	0	0	0	4
	2023	4	0	1	0	0	1	2
Florida	2021	141	10	19	2	3	1	126
	2022	126	5	14	0	0	5	112
	2023	112	4	13	4	0	2	97
Georgia	2021	75	5	10	2	6	2	60
	2022	60	3	3	0	0	2	58
	2023	58	0	9	1	0	1	47
Hawaii	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Idaho	2021	12	0	0	0	0	0	12

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
	2022	12	0	0	1	0	0	11
	2023	11	0	0	0	0	0	11
Illinois	2021	79	1	3	4	2	1	70
	2022	70	6	1	1	0	2	72
	2023	72	1	1	1	0	0	71
Indiana	2021	33	1	2	0	1	1	30
	2022	30	0	1	1	0	0	28
	2023	28	0	1	0	0	2	25
Iowa	2021	12	1	0	1	0	0	12
	2022	12	0	2	0	0	0	10
	2023	10	0	2	0	0	0	8
Kansas	2021	15	1	1	0	0	2	13
	2022	13	1	1	0	0	0	13
	2023	13	0	0	0	0	1	12
Kentucky	2021	19	0	4	0	0	1	14
	2022	14	0	1	0	0	0	13
	2023	13	0	0	0	0	0	13
Louisiana	2021	23	1	2	1	0	1	20
	2022	20	2	5	1	0	0	16
	2023	16	0	1	0	0	1	14
Maine	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Maryland	2021	24	1	3	0	1	1	20
	2022	20	2	0	2	0	2	18
	2023	18	0	0	0	0	1	17
Massachu- setts	2021	52	6	0	1	0	0	57
	2022	57	1	0	1	0	0	57
	2023	57	2	1	1	0	0	57
Michigan	2021	75	23	1	4	1	0	92
	2022	92	0	26	1	0	1	64
	2023	64	0	1	0	0	0	63
Minnesota	2021	28	0	1	0	0	0	27
	2022	27	0	1	0	0	0	26
	2023	26	0	1	0	0	0	25
Mississippi	2021	10	4	0	0	0	0	14
	2022	14	6	0	1	0	1	18
	2023	18	0	12	0	0	0	6
Missouri	2021	47	1	0	3	0	1	44
	2022	44	4	0	0	0	3	45
	2023	45	0	1	0	0	0	44
Montana	2021	2	0	0	0	0	0	2
	2022	2	0	1	0	0	0	1
	2023	1	0	0	0	0	0	1
Nebraska	2021	10	0	1	0	0	1	8
	2022	8	0	0	0	0	1	7
	2023	7	0	0	0	0	0	7
Nevada	2021	23	2	0	0	1	0	24
	2022	24	1	0	0	0	1	24
	2023	24	0	1	1	0	0	22

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
New Hampshire	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
New Jersey	2021	44	0	0	2	1	0	41
	2022	41	1	0	1	0	0	41
	2023	41	0	0	0	0	0	41
New Mexico	2021	13	1	0	1	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	0	1	1	0	0	11
New York	2021	146	3	10	1	10	4	124
	2022	124	2	13	2	0	3	108
	2023	108	1	3	3	0	7	96
North Carolina	2021	125	1	6	1	4	2	113
	2022	113	9	3	1	0	1	117
	2023	117	3	1	2	0	0	117
North Dakota	2021	10	0	0	0	0	0	10
	2022	10	0	1	0	0	0	9
	2023	9	0	0	0	0	1	8
Ohio	2021	92	2	1	1	1	2	89
	2022	89	2	3	4	0	0	84
	2023	84	0	1	0	0	1	82
Oklahoma	2021	31	5	0	0	0	1	35
	2022	35	2	3	0	0	0	34
	2023	34	0	4	0	0	2	28
Oregon	2021	18	1	0	0	0	0	19
	2022	19	0	0	0	0	0	19
	2023	19	0	0	1	0	0	18
Pennsylvania	2021	74	2	3	0	1	2	70
	2022	70	4	0	0	0	2	72
	2023	72	0	0	0	0	2	70
Rhode Island	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	1	9
South Carolina	2021	69	0	3	2	1	3	60
	2022	60	1	0	1	0	1	59
	2023	59	0	0	0	0	0	59
South Dakota	2021	8	1	2	0	0	0	7
	2022	7	0	1	0	0	0	6
	2023	6	0	0	0	0	0	6
Tennessee	2021	35	4	0	0	0	1	38
	2022	38	4	1	0	0	0	41
	2023	41	0	1	0	0	1	39
Texas	2021	279	15	15	6	0	8	265
	2022	265	6	11	5	2	17	236
	2023	236	5	23	9	0	13	196
Utah	2021	20	0	1	3	0	1	15
	2022	15	0	0	0	0	1	14
	2023	14	0	0	0	0	0	14
Vermont	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Franchised Stores Operating at Year End
	2023	2	0	0	0	0	0	2
Virginia	2021	70	2	1	1	3	1	66
	2022	66	3	3	0	0	3	62
	2023	62	0	5	0	0	0	57
Washington	2021	40	1	0	1	0	0	40
	2022	40	1	0	1	0	1	39
	2023	39	0	15	0	0	0	24
West Virginia	2021	21	1	1	0	1	1	19
	2022	19	0	0	0	0	2	17
	2023	17	0	0	0	0	0	17
Wisconsin	2021	20	0	1	0	0	1	18
	2022	18	1	1	0	0	2	16
	2023	16	0	0	2	0	0	14
Wyoming	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
TOTALS	2021	2255	112	109	44	40	53	2121
	2022	2121	75	115	32	3	55	1991
	2023	1991	23	119	30	0	52	1813

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, 2021, December 31, 2022 and December 31, 2023

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	2021	2	0	0	0	0	2
	2022	2	0	0	1	1	0
	2023	0	0	0	0	0	0
Arizona	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	1	0	2	0	1
Arkansas	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	1	0	1
California	2021	9	0	3	1	4	7
	2022	7	3	1	1	1	9
	2023	9	0	0	9	0	0
Colorado	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	1	0	0	0	3
Florida	2021	8	0	3	2	6	3

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
	2022	3	2	0	0	3	2
	2023	2	0	0	2	0	0
	2021	8	0	6	1	3	10
Georgia	2022	10	0	0	0	2	8
	2023	8	0	0	7	0	1
	2021	2	0	0	0	0	2
Hawaii	2022	2	0	0	0	0	2
	2023	2	0	0	1	0	1
	2021	4	0	0	2	1	1
Idaho	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2021	2	0	2	0	0	4
Illinois	2022	4	0	0	0	4	0
	2023	0	0	0	0	0	0
	2021	5	0	1	1	0	5
Indiana	2022	5	0	0	0	0	5
	2023	5	0	0	2	0	3
	2021	1	0	0	0	0	1
Iowa	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2021	4	0	0	1	1	2
Kansas	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2021	8	0	0	2	0	6
Kentucky	2022	6	0	0	1	0	5
	2023	5	0	0	3	0	2
	2021	0	0	1	0	0	1
Louisiana	2022	1	0	0	0	1	0
	2023	0	0	0	0	0	0
	2021	2	0	1	1	0	2
Maryland	2022	2	0	0	1	0	1
	2023	1	0	0	0	0	1
	2021	1	0	0	1	0	0
Massachusetts	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2021	6	0	2	1	5	2
Michigan	2022	2	5	0	0	0	7
	2023	7	0	0	1	0	6
	2021	1	0	0	0	0	1
Minnesota	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2021	3	0	0	0	0	3
Missouri	2022	3	0	0	0	2	1
	2023	1	0	0	0	0	1
	2021	1	0	1	0	1	1
Nevada	2022	1	0	0	0	1	0
	2023	0	1	0	0	0	1
	2021	2	0	1	0	0	3
New Jersey	2022	3	0	0	0	1	2
	2023	2	0	0	2	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
New Mexico	2021	20	0	0	2	13	5
	2022	5	2	0	1	0	6
	2023	6	0	0	4	0	2
New York	2021	6	0	10	0	2	14
	2022	14	1	0	4	2	9
	2023	9	0	0	7	0	2
North Carolina	2021	4	0	4	0	1	7
	2022	7	0	0	1	5	1
	2023	1	0	0	1	0	0
Ohio	2021	6	0	1	3	1	3
	2022	3	2	0	1	2	2
	2023	2	0	0	1	0	1
Oklahoma	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
Oregon	2021	4	0	0	0	1	3
	2022	3	0	0	0	0	3
	2023	3	0	0	1	0	2
Pennsylvania	2021	4	0	1	1	0	4
	2022	4	1	0	0	0	5
	2023	5	0	0	3	0	2
South Carolina	2021	1	0	1	0	0	2
	2022	2	1	0	0	0	3
	2023	3	0	0	2	0	1
South Dakota	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Tennessee	2021	18	0	0	3	2	13
	2022	13	0	0	2	3	8
	2023	8	0	0	7	0	1
Texas	2021	11	0	0	4	6	1
	2022	1	4	2	0	0	7
	2023	7	2	0	3	0	6
Utah	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Vermont	2021	1	0	0	0	0	1
	2022	1	0	0	0	1	0
	2023	0	0	0	0	0	0
Virginia	2021	9	0	3	3	1	8
	2022	8	0	0	0	3	5
	2023	5	1	0	1	0	5
Washington	2021	9	0	0	1	0	8
	2022	8	0	0	0	0	8
	2023	8	15	0	3	0	20
West Virginia	2021	0	0	1	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	1	0	0
Wisconsin	2021	2	0	0	1	0	1
	2022	1	0	0	0	1	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
Wyoming	2023	0	1	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Total	2021	174	0	42	32	49	135
	2022	135	22	3	13	33	114
	2023	114	22	0	64	0	72

**Table No. 5**  
**PROJECTED OPENINGS AS OF DECEMBER 31, 2023**

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	1	1	0
Alaska	1	0	2
Arizona	6	2	0
Arkansas	1	0	0
California	12	2	4
Colorado	1	1	2
D. of Columbia	1	0	0
Florida	3	4	0
Georgia	1	3	2
Illinois	1	1	0
Indiana	1	1	0
Iowa	1	0	0
Kansas	1	0	0
Kentucky	0	2	1
Louisiana	1	1	0
Maryland	1	2	0
Michigan	1	1	2
Missouri	3	0	0
Nebraska	1	0	0
Nevada	0	1	0
New Mexico	0	2	0
New York	4	1	2
North Carolina	6	2	0
North Dakota	1	0	0
Ohio	1	2	0

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
Oklahoma	2	1	0
Pennsylvania	2	2	1
Rhode Island	1	0	0
South Carolina	2	2	0
Tennessee	6	1	0
Texas	16	3	4
Utah	1	0	0
Virginia	1	1	0
Washington	1	0	0
West Virginia	1	0	0
<b>TOTALS</b>	<b>83</b>	<b>39</b>	<b>20</b>

Exhibit G-1 contains the names of all current franchisees and the addresses and telephone numbers of their outlets as of December 31, 2023. 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, 2023 (Successor) and December 31, 2022 (Successor) and for the Year Ended December 31, 2023 (Successor), Year Ended December 31, 2022 (Successor), the Period from July 3, 2021 through



December 31, 2021 (Successor), and the Period from December 27, 2020 through July 2, 2021 (Predecessor).

2. Exhibit H also contains the unaudited Consolidated Financial Statements of LT Holdco, LLC for the Quarters Ended March 31, 2023 (Predecessor) and March 31, 2024 (Successor).

3. 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](http://www.dfpi.ca.gov).

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

**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 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.
2. 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.).
3. 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

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

1. 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.

2. 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.

3. 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.

4. 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.

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

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

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

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

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

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

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

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.

**EXHIBIT B**

**FRANCHISE AGREEMENT AND STATE FRANCHISE AGREEMENT ADDENDA**



**FRANCHISE AGREEMENT**

**EXHIBIT B**

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## FRANCHISE AGREEMENT

### 1. GRANT OF FRANCHISE.

Liberty Tax Service (“Liberty,” “Liberty Tax”) has developed a system for the operation of tax return preparation offices. The Liberty system utilizes special marketing techniques and operating procedures to facilitate the provision of tax return preparation and related services.

You, meaning the franchisee and all signators identified on the signature page to this franchise agreement (“Agreement” or “Franchise Agreement”), in your personal capacity and, if applicable, on behalf of the business entity designated by you on the signature page, have applied for a franchise that utilizes Liberty’s system and Liberty’s trade names, service marks, and trademarks (collectively, the “Marks”) (“Franchised Business” or “Franchise”). Subject to the terms of this Agreement, Liberty grants to you a Liberty Tax Service franchise. This Agreement will allow you to operate a tax return preparation business using Liberty’s system and Liberty’s Marks within the territory described on Schedule A (“Territory”). This agreement shall only grant you a Liberty franchise and grants no rights to you associated with any other brand or concept owned and/or operated by , Liberty Tax, Inc., Liberty’s affiliates, or other entities controlling, controlled by or under common control with Liberty (“Affiliated Companies”). You agree to abide by the terms of this Agreement.

You recognize and agree that the nature of the tax return preparation business is such that complete uniformity is not always practical or desirable and that Liberty, in Liberty’s sole discretion, may vary the terms of this Agreement and the standards of operation of the Franchised Business to accommodate the peculiarities of a particular situation and/or territory. You have no recourse against Liberty if other franchisees are granted allowances that you are not granted.

### 2. TERM, RENEWAL AND BUYBACK.

a. **Term.** This Agreement will be effective for a five year term beginning on the effective date specified on the signature page of this Agreement (“Effective Date”) and ending the May 31 of the fifth calendar year of this Agreement.

b. **Renewal.** You may renew for another five year term if you timely sign Liberty’s then-current franchise agreement as set forth below, you are otherwise in full compliance with this Agreement and all other agreements with us and the Affiliated Companies, no event has occurred that would give Liberty the right to terminate this Agreement, and at Liberty’s request, not later than 180 days before the then-current Franchise Agreement’s scheduled expiration date, you fully and timely complete a remodeling, refurbishing and modernizing of your Franchised Business premises, including its leasehold improvements, furniture, fixtures, equipment, signage, trade dress, computer and technology systems and promotional supplies, and you take any other actions otherwise required by Liberty to bring your Franchised Business into full compliance with the Operations Manual and any other requirements Liberty then stipulates, subject to your prior remodel activities and any specific remodel limitations set forth in this Agreement. More specifically, to renew, you must notify Liberty in writing of your intent to renew at least one hundred and eighty (180) days before the expiration of this Agreement, execute Liberty’s then-current Franchise Agreement (which may contain materially different terms) no less than ninety (90) days before the expiration of this Agreement and execute a general release of all claims that you might have against Liberty and the Affiliated Companies on or before the expiration of this Agreement. Liberty may not raise royalties or advertising fees that you pay to Liberty upon any future renewal, or impose a renewal fee. However, upon renewal, Liberty

may not change the boundaries of your Territory, the level and type of territorial exclusivity or the territorial rights you have. Other terms and conditions may vary. If you do not provide timely written notice of your election to seek a renewal term or do not execute the then-current form of Franchise Agreement as set forth above, Liberty may deem your failure as your decision not to renew, in which case you understand, acknowledge, and agree that this Agreement will expire at the end of the term. If you fully and properly renew the franchise rights under this Agreement, you may continue to renew future franchise agreements in this manner if you, and every other entity in which you hold an ownership interest, are in full compliance with all agreements between you and Liberty or you and the Affiliated Companies.

**c. Transition.** If this Agreement is expiring or terminating by its terms, in order to protect Liberty's goodwill and to facilitate an orderly and efficient transition, you agree that Liberty or its designee will have the right to contact and communicate personally with your employees to solicit and/or discuss with them their options for continued affiliation with other Franchised Businesses and/or opportunities to purchase a Franchised Business. Such contact and communications may begin: (1) 150 days prior the expiration of this Agreement if you elect not to renew (either by notifying Liberty of your intent not to renew or by failing to timely provide written notice of your election to seek a renewal term); or (2) 75 days prior to this Agreement expiring if you timely provided written notice of your election to seek a renewal term, but failed to execute the then-current form of Franchise Agreement or satisfy your other express renewal obligations under this Agreement.

**d. Holdover Period.** If you do not timely execute Liberty's then-current form of Franchise Agreement (as it may be modified by Liberty to reflect a renewal) but still continue to operate the Franchised Business after the expiration of this Agreement, you understand, acknowledge, and agree that the term of this Agreement has expired, and that you will be deemed to be operating on a month-to-month holdover basis during which time all obligations of this Agreement remain in full force and effect as if this Agreement had not expired ("**Holdover Period**"). In addition, you will pay a monthly holdover fee equal to an additional 2% of Gross Receipts on top of the standard Royalties during the Holdover Period ("**Monthly Holdover Penalty**"). The Monthly Holdover Penalty shall be calculated based upon the Gross Receipts Report for the previous 12-month period. Liberty reserves the right to terminate your right to operate during the Holdover Period at any time, and without cause, upon 10 days' prior written notice to you. You may terminate the Holdover Period by providing 30 days' prior written notice to Liberty. If you unilaterally close the Franchised Business during the Holdover Period without providing the required 30 days' prior written notice, in addition to any amounts due under this Agreement as of the date you closed the Franchised Business, you will pay Liberty – as liquidated damages - Royalties in an amount equal to the Royalties that you paid Liberty (or should have paid Liberty) in the six months immediately prior to closing the Franchised Business. All post-termination obligations and restrictions in this Agreement shall be deemed to take effect upon the termination of the Holdover Period. Nothing in this section affects Liberty's ability to seek injunctive relief, specific performance, or other relief permitted under this Agreement or applicable law.

**e. Buyback.** Between May 1 and August 31 of any year, Liberty has the right to purchase your Franchised Business for the greater of \$150,000 or 200% of the Gross Receipts of the Territory for the previous twelve months, or such shorter time as an office in the Territory may have been in operation. You understand that this is a premium price above fair value and does not vest any rights in you. The term "Gross Receipts" as used in this Agreement means all revenue from all 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, and send a friend referrals. .

### 3. **TERRITORY.**

a. **Territory Generally.** Your Territory is described in Schedule A of this Agreement (“Territory”).

b. **General Rights & Restrictions.** You may operate as many tax return preparation offices in the Territory as you determine to be appropriate. You may not operate outside your Territory. Liberty may grant franchises for areas outside your Territory or operate company offices in such areas. Except as described below, Liberty may not establish franchised or company owned outlets offering income tax preparation services using the Marks at a physical location in your Territory. In addition, Liberty may not offer income tax preparation services through other channels of distribution at a physical location in your Territory except as described herein. Liberty and the Affiliated Companies may establish franchised or company owned outlets in your Territory that operate income tax preparation services under different trademarks and may operate or franchise a different line of business. Liberty may distribute Liberty tax return preparation products and services by means other than retail or storefront locations in your Territory, including the sale of gift cards for this service. No other franchisee using the Marks may operate a tax return preparation office in your Territory. Liberty may advertise in your Territory. You may not advertise in areas outside your Territory or in media that extends outside your Territory, without Liberty’s express written approval. 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.

c. **Misplaced Offices.** If you locate an office outside your Territory, even if Liberty approved such site location, you agree upon discovery of this fact to promptly abandon the office and refrain from any further targeted solicitation (e.g. direct mail, telephone calls, etc.) of customers residing in the territory containing the misplaced office. If Liberty learns that Liberty or another franchisee has erroneously located an office in your Territory, you agree to accept the abandonment of the office and, in the case of a misplaced office operated by another franchisee, the discontinuation of further targeted solicitation of customers located in your Territory, in full satisfaction of any claim against Liberty, Liberty’s past and present employees, and Liberty’s past and present franchisees, in relation to the misplaced office. Liberty has a reasonable time to correct any such error after Liberty learns of it.

d. **National and Regional Retail Business Outlets.** Liberty may negotiate agreements with national or regional retail businesses. If there is an outlet of such a national or regional business in your Territory that is subject to such an agreement, you may choose to operate a tax return preparation service office in that outlet by communicating that decision to Liberty by December 1 before a given Tax Season, or such earlier date provided by Liberty in order to meet the requirements of that business. If you choose not to operate in an outlet that exists in your Territory, Liberty may operate in that outlet in your Territory and all associated revenue and expenses shall belong to Liberty. Additionally, Liberty will retain the right to service the customers associated with that outlet in the future. The term “Tax Season” means the time period of January 2 - April 30.

#### 4. **FEES AND PAYMENTS.**

a. **Initial Franchise Fee.** The initial franchise fee for the specific Liberty Tax office to be operated under this Agreement is \$15,000.

b. **Down Payment and Approval.** You must submit the initial franchise fee after you have held the Liberty Franchise Disclosure Document for at least fourteen (14) calendar days and prior to attending Initial Owners Training (“IOT”). If you receive financing, you may be required to attend and pass additional trainings prior to and/or following closing. We will refund to you the initial, applicable franchise fee (including deposits) if we do not approve your application or if you do not pass IOT in accordance with Liberty’s passing standards, provided that you return to us all materials that we distributed to you during training. The initial franchise fee is fully earned and nonrefundable when both parties execute this Agreement.

c. **Reverse Royalty.** If Liberty receives tax preparation fees from individuals located in your Territory through the use of Liberty’s online tax preparation services while you have a Liberty Tax Service office open in that Territory, Liberty agrees to use commercially reasonable means to track and identify those revenues and pay or credit to you 14% of those tax preparation fees within sixty (60) days after the end of each Tax Season in its sole discretion.

d. **Royalties.** For any year that you operate, or are required to operate an office in the Territory, you must pay a royalty to Liberty in the amount of 14% of Gross Receipts subject to the following minimums (“Minimum Royalties”):

i. **Year One.** For the period ending April 30 following the Effective Date of this Agreement, if you operated or were required to have operated an office in the Territory for any part of Tax Season ending in that April, no minimum royalties will be charged.

ii. **Year Two.** For the period beginning May 1 following the Effective Date of this Agreement through the following April 30, the minimum royalty is \$5,000 per Territory.

iii. **Year Three.** The minimum royalty is \$8,000 per Territory for the successive period beginning May 1 through the following April 30.

iv. **Year Four and Beyond.** Thereafter, the minimum royalty is \$11,000 per Territory for each successive period beginning May 1 through the following April 30.

v. **Developed Territory.** For a territory that contains or that had in the most recent Tax Season prior to the Effective Date of this Agreement, an existing company, franchisee or other Liberty tax preparation office (“Developed Territory”), you must pay royalties as set forth above depending upon how long any office has been operated in the Territory. For example, if it is your first year operating in a territory but an office has been operated in the Territory by Liberty or another franchisee through one Tax Season, then the Territory would be subject to Year Two royalties for the year that you first operate in the Territory. An office includes, but is not limited to, locations such as kiosks or temporary locations where tax return preparation services are provided.

e. **Advertising Fee.** You must pay an advertising fee of 5% of the Gross Receipts each month.

f. **Payment Period.** You must pay the royalty owed by the 5th of each month based on Gross Receipts for the preceding month, and any balance owed to achieve Minimum Royalty on May 5 for each fiscal year ending April 30. You must pay advertising fees by the 5th of each month based on Gross Receipts for the preceding month. Liberty reserves the right to modify this payment schedule in Liberty's Operations Manual.

g. **Interest.** You must pay interest of 12% (compounded daily) per year, or the maximum permitted by law if less, on any amounts owed to Liberty that are more than fifteen (15) days past due.

h. **Transfer Fee.** If you transfer your Franchised Business, or an interest in the Franchised Business that results in a change in control of the Franchised Business, you must pay Liberty a transfer fee of \$5,000 at the time of transfer. This fee is subject to increase or decrease in future franchise agreements by the amount of change in the Consumer Price Index - All Urban Consumers, published by the U.S. Department of Labor, or a reasonably similar successor index, from the index as of the Effective Date.

i. **Customer Refunds, Penalty and Interest, Send a Friend.** If you do not resolve a customer service complaint or pay penalty and interest on an erroneous return prepared in your office, or misdeliver a customer check, or fail to pay a Send a Friend or E-Send a Friend referral, and the customer contacts Liberty, and Liberty believes there is a reasonable basis for the claim, Liberty may issue a refund of fees paid by the customer, pay to the customer the penalty and interest or amount of misdelivered check, or pay the Send a Friend referral, and bill you. You agree to pay the charges. Your obligation to pay penalty and interest for tax return preparation errors made during the operation of the Franchised Business continues after the expiration, termination or transfer of this Agreement and/or sale of the Franchised Business.

j. **Automatic Payment Transfer.** All of the tax preparation, transmitter, software, and electronic filing fees, and any rebates that you receive from Financial Products or customers who purchase Financial Products, and all other revenue due to Franchisee under this Agreement and all other agreements with Liberty and the Affiliated Companies, shall initially be paid to Liberty. The term "Financial Products" as used in this Agreement means 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. You agree that Liberty has the right, at its election and without notice, to deduct monies that you owe to Liberty from revenue earned by your Franchised Business under this Agreement ("Set-Off"), including but not limited to, the above-described fees and rebates, and to deduct monies to hold for application to upcoming amounts due to Liberty or affiliated third parties, including, but not limited to, unbilled royalties or amounts related to an internal review. Liberty's 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. If you transmit returns via an alternate EFIN or software, you agree to waive any defense, whether legal or equitable, to the Set-Off, and you agree that Liberty can calculate the royalties and advertising fees on the returns transmitted via the alternative EFIN or software using the prior year or current year Average Net Fee (as defined below) for your Franchised Business, whichever is higher, and multiple that by the number of returns transmitted outside of the Liberty System to determine Gross Receipts. Average Net Fee is defined as the average net fees (tax preparation fees plus electronic filing fees minus discounts) divided by the total number of returns filed. You agree that Liberty can Set-Off the royalty 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. Additionally, Liberty shall have the right to Set-Off the lost Financial Products revenue

utilizing the number of returns from the current year, the Financial Products attachment rate from the prior year and current Financial Products fee.

k. **Sales or Gross Receipts Tax.** If required by the state or locality where your Territory is located, the initial franchise fee, royalties, and advertising fees will be subject to sales or gross receipts tax. You must pay these taxes to Liberty at the same time and in the same manner as you pay the royalties and fees to Liberty.

l. **Transmitter, Software, or Electronic Filing Fee.** Liberty reserves the right to impose a fee charged to you or your customers related to transmission of Financial Products, the provision of software, or the electronic filing of tax returns and, if charged to customers, may rebate a portion of the fee to you. Liberty may vary the dollar amount of the fee and may change its name. Any such fee is not included in your Gross Receipts.

m. **Call Center.** If you elect to use Liberty's call center to handle customer appointments, customer follow up, tax school calls, or other calls, you must pay to Liberty a fee for each such call pursuant to Liberty's schedule of call center charges. This schedule is subject to future modification by Liberty.

n. **Assessment Related to Understatement of Revenues and Failure to Comply.** Pursuant to the rights and obligations specified in Section 7 of this Agreement, if Liberty determines that you are underreporting Gross Receipts, you must pay to Liberty additional royalties, liquidated damages in amount of 25% and interest in the amount of 12% per annum on the undisclosed amount as determined by Liberty. If the excess determined following a review of your operations, books and records is more than two percent (2%) of the Gross Receipts for the period in question, you must also pay the costs of the review. Additionally, if a review results from your failure to maintain and/or provide records as required in Section 7 or if you fail to attend, coordinate or permit Liberty's review, in Liberty's determination, you must pay the costs of the review or attempted review, regardless of the result. All amounts referenced in this paragraph will be billed to your accounts and notes receivable balance with Liberty. The costs of any review pursuant to the terms of this Agreement shall be determined by Liberty. Liberty's acceptance of payments of royalties or Gross Receipts reports shall be without prejudice and shall in no case constitute a waiver of Liberty's rights to claim any delinquent royalties, or to require a review of your operations, books and records, as provided for herein. Liberty shall have the right to Set-Off, as defined in Section 4.k, for the payment of the amounts Liberty assesses as a result of your underreporting of Gross Receipts.

o. **Method of Payment.** Liberty may require you to pay any amounts due under this Agreement or otherwise by any means, including by automatic debit or by check, whenever Liberty deems appropriate (including at such times as Liberty is able to determine with certainty the amounts due or to become due), and you agree to comply with Liberty's payment instructions. You authorize us to debit your checking, savings or other account automatically for royalty and advertising fees, and other amounts owed or to be owed to Liberty and Affiliated Companies ("EFT Authorization"). You agree to sign and deliver to Liberty any document Liberty and your bank require for such EFT Authorization from time to time. Such EFT Authorization shall remain in full force and effect during the term of this Agreement. If you fail to timely send Liberty a Gross Receipt report, Liberty may debit your account for 110% of the average of the last three amounts that Liberty debited for payment of the fees that are based on the Gross Receipts."

## 5. OBLIGATIONS OF FRANCHISOR.

a. **Training.** Liberty provides for new franchisees a required five (5) day or longer IOT and a required one (1) day Hands on Training (“HOT”) taught by an existing franchisee at their Liberty Tax office. Franchisees that receive financing may also be required to attend and pass additional trainings. Liberty does not charge for IOT or HOT Training unless you register and fail to attend. Additionally, you are responsible for all expenses you incur as a result of training, such as travel, lodging and meals.

b. **Operations Manual.** Liberty will loan you a copy of the Liberty Operations Manual (“Manual” or “Operations Manual”) to offer guidance in the operation of your Franchised Business.

c. **Site Selection.** Liberty provides guidance and advice to you regarding the selection of the location of your office(s). You may not sign a lease or locate an office until Liberty approves the location of your office. Liberty’s approval of the location of a site is not a guarantee of success in that location or a warranty or assurance as to any aspect of the office or its location.

d. **Advertising and Marketing.** Liberty raises fees related to marketing through the advertising fees paid under Liberty’s franchise agreements. Liberty will contribute advertising fees from company offices. Liberty disburses advertising fees to develop, produce, distribute and/or conduct advertising programs, marketing programs, public relations, and marketing research. Liberty spends advertising fees on a national, regional or local basis for television, electronic, radio and print advertising as Liberty determines to be appropriate. Liberty may produce advertising in-house and/or through an advertising agency. Liberty pays all costs of such activities, including a share of corporate overhead related to advertising and marketing, with advertising fees. You may also use your own advertising material provided that Liberty first approves it for compliance.

e. **Software.** Liberty provides tax return preparation software.

f. **Tax and Technical Support.** Liberty provides 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 Liberty. However, Liberty will not provide support on any equipment that does not meet Liberty’s then-current specifications or issues related to the operating system of a computer.

g. **Electronic Filing.** Liberty provides the ability to file individual federal and certain individual state tax returns electronically, if such method of filing is reasonably available from the respective taxing authority. You must have and maintain a valid Electronic Filing Identification Number (“EFIN”).

h. **Financial Products.** If reasonably available and feasible (in Liberty’s sole determination), Liberty will offer you the ability to participate in Financial Products. If offered, your participation in Financial Products programs is subject to mutual agreement between you, Liberty and the Financial Products provider.

i. **Operational Support.** Liberty advises you in the budgeting for and operation of your Franchised Business. Liberty’s approval of your budget is not a guarantee of success.

j. **Advanced and Update Training and Conference Calls.** Liberty provides and may require your attendance at advanced training for experienced franchisees. Liberty also provides and requires attendance by all franchisees at update training. Liberty may offer advanced and update training at various sites that Liberty selects across the country, or Liberty may offer such training through the internet or electronically. The agenda for advanced training varies, but often will focus on improving business management skills in order to increase profitability. Liberty does not charge for advanced or update training, but you are responsible for all expenses that you incur as a result of attending training, such as travel, lodging and meals. Liberty may also require that you attend a reasonable number of toll free conference calls to learn the latest operational and marketing tips. Such calls may either be attended live or through online replay.

k. **Supply Source.** Liberty may offer for sale or locate a source for purchasing supplies, forms and equipment that may be necessary to conduct the Franchised Business, as reasonably determined by Liberty.

l. **Leasing.** Liberty may make arrangements to refer you to a company that offers leasing of furniture, fixtures, signs, equipment, and possibly provides loans for franchise fees and working capital. These leasing or loan programs will be financed and administered by a third party. Liberty cannot guarantee that you will be offered leasing or loans, as the third party company will make individual determinations.

m. **Financing through Liberty.** Liberty may, in Liberty's sole discretion, provide financing for a portion of the initial franchise fee or other costs associated with the Franchised Business. The terms of such financing are subject to change. You must be in compliance with this Agreement to qualify for any such financing and may be required to obtain certain certifications and trainings. If Liberty provides financing, you will be required to enter into a promissory note reflecting the terms of the financing arrangement. If Liberty provides financing, you must submit monthly financial information to Liberty including, but not limited to, income statements, balance sheets, and supporting documents. You agree to submit the required information at the time and in the format specified by Liberty. Liberty reserves the right to adjust this policy to require more frequent financial statements on a continuing basis and you agree to comply with any such change in policy. Liberty also may request personal financial statements. All financial statements must be prepared in conformity with generally accepted accounting principles.

n. **Group Discounts.** Liberty may provide you with the opportunity to participate in group purchasing programs that offer group discounts. The discounts and terms for these opportunities will vary.

## 6. **OBLIGATIONS OF FRANCHISEE**

a. **Training.** You must attend and successfully complete Liberty's IOT and HOT before you may operate a Liberty office. Liberty may allow or require a general manager to attend on your behalf.

### b. **Use of Liberty Marks.**

i. Liberty allows you to use Liberty's Marks. Liberty allows you to use Liberty's Marks to hold out your Liberty Tax Service business to the public. You agree to exclusively use Liberty's Marks as Liberty develops them for this purpose only.

- ii. You must obtain prior advertising approval. You must either use pre-approved advertising templates that Liberty or Liberty's approved vendors provide, or you must obtain Liberty's prior written consent before using the Marks in any way and before using any marketing or promotional material, including internet advertising.
- iii. No private website allowed. You may not have a website for your Franchised Business, or utilize mobile apps or other digital marketing, without Liberty's prior written approval.
- iv. Marketing to National Companies. You must obtain written permission from Liberty before marketing on the premises (building and parking lot) of any national company. National companies include, by way of example, Wal-Mart.
- v. No use of "Liberty" within a company name. You may not use the word "JTH," "LTS," "Liberty," and "Fusion", or the name, or any portion of the name of Liberty's Affiliated Companies, as any part of the name of a corporation, LLC or other entity except as may be agreed between you and such company in a separate franchise agreement for that company. However, "Liberty Tax Service" followed by your entity number shall be your "doing business as" name for an entity that owns this Franchise, sometimes also called your "assumed name," "trading as" name, or "fictitious name."
- vi. No confusingly similar marks. You agree not to use any marks which could be confused with Liberty's Marks.
- vii. Liberty may update or change Liberty's Marks. Liberty may replace, modify or add to the Marks. If Liberty replaces, modifies or creates additional marks, you agree to update or replace your signs, supplies, etc., to reflect the new marks in the time frame Liberty provides and at your own expense, subject to any prior remodel conducted in accordance with this Agreement. Liberty will not change exterior signage requirements more than once every four (4) years unless legally required.
- c. **Signs.** You must display an exterior lighted sign at each of your offices. Liberty must approve all signs before you order or display them.
- d. **Starting Date.** You agree to begin operations and be open for business no later than January 2 following the Effective Date of this Agreement and for every year thereafter.
- e. **Operating Hours.** You agree to exercise your best efforts to promote the Franchised Business and agree, at a minimum, to be open for business during the hours specified in the Operations Manual.
- f. **Intentionally Omitted.**
- g. **Software.** You must use the software that Liberty provides. You may not use, install or have any other federal or state personal income tax return preparation or electronic filing software on any computers used in the Franchised Business.
- h. **Telephone Number and Email Account.** You must obtain and maintain a Liberty Tax Service telephone number to be used solely to transact the Franchised Business. You may purchase a white and yellow page listing through Liberty's approved vendor and may be required to purchase a

yellow page advertisement and/or contribute to a group listing or advertisement per Liberty's recommendations. You also must provide and maintain an email account sufficient for communications between you and Liberty.

i. **Equipment.** You must obtain and use a computer system that meets Liberty's current specifications and any modifications to these specifications. All work stations must be purchased from Liberty's approved vendor including, but not limited to, tax return preparation and processing computers. Liberty may update the specifications. When the specifications are updated, you must update or upgrade the computer system, at your sole cost at the times we require, except that specifications will not be updated during a Tax Season except upon an emergency, as reasonably determined by Liberty. 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.

j. **Insurance.** During the term of this Agreement, you must procure and maintain an insurance policy or policies with at least the following coverage or such other coverage as may be specified in the Operations Manual: (i) comprehensive general liability of \$1 million per office and (ii) worker's compensation as required by your state law. Liberty may require you to obtain additional insurance, such as errors and omissions insurance, as may be specified in the Manual. You must name Liberty as an additional insured on all policies required by this Agreement or the Manual.

k. **Electronic Filing.** If Liberty provides or recommends a source for electronically filing tax returns, you are required to offer electronic filing and to use this source exclusively for all electronic filing.

l. **Financial Products and Credit Cards.** If Liberty negotiates an agreement with a third party Provider to allow you to offer Financial Products or to process credit card transactions, you are required to exclusively use such providers as Liberty designates and to offer Financial Products and credit card processing to your customers.

m. **Operations Manual.** You acknowledge the importance of consistency of quality, service and operation among all Liberty Tax franchised offices and, therefore, agree to operate the Franchised Business in conformity with all standards to be maintained, techniques and operating procedures that Liberty may prescribe in Liberty's manuals or otherwise in writing ("Manual"), and to refrain from deviating therefrom without Liberty's prior written consent. Liberty will loan you a copy of the Manual and provide you with other relevant manuals. Liberty may modify the Manual or any other manual, in order to adjust for competitive changes, technological advancements, legal requirements and attempts to improve in the marketplace. You agree to operate the Franchised Business according to the manuals and any modifications including, but not limited to, the Manual, as may be updated or supplemented by memoranda, bulletin, email or other similar mechanism that together with the Manual, contain the mandatory and suggested procedures and specifications that are prescribed for the Franchised Business.

n. **Participation.** You agree that the services of the Franchised Business will be provided under your direct supervision and control and/or under the direct supervision and control of a full-time general manager who has been approved by, and not later disapproved by Liberty. Liberty will not approve a general manager prior to their successful completion of IOT. You agree to conduct the Franchised Business with sound business judgment, diligence and efficiency.



o. **Return Check.** You must prepare each income tax return accurately and in accordance with federal, state and local laws. You must check each return thoroughly.

p. **Tax School.** If you complete IOT before September 1 of the year of the Effective Date of this Agreement, and during every year after your first Tax Season regardless of IOT, you must conduct an intensive 6 to 10 week tax course in the period of September through December in accordance with the specifications in the Manual. Additionally, you must conduct a one-week tax course during every January, including the January of your first (1st) Tax Season, in accordance with the specifications in the Manual. All tax preparation trainings must be conducted by lawyers, CPAs, enrolled agents, or individuals with at least five (5) years' experience as either a professional tax return preparer (as described in 26 CFR §301.7701-15) or trainer of others to prepare federal tax returns. No individual may serve as a trainer for tax return preparers if based on inquiry by Liberty, he/she: (1) was assessed any penalty under 26 U.S.C. §§6694, 6695, 6700, 6701, 6707, 6708 or any other penalty provision of the Internal Revenue Code applicable to return preparation activities; (2) was assessed any penalty under 26 U.S.C. §6662(a) for underpayments described in §6662(b)(6) or (b)(7); (3) was assessed any penalty under 26 U.S.C. §§6662A, 6663, 6702, or 6707A; (4) was assessed any penalty under 31 U.S.C. §5321 for willful violations of the individual's 31 U.S.C. §5314 obligations; (5) has not filed a Form 1040, U.S. Individual Income Tax Return, for the past five (5) tax years in violation of Title 26 of the U.S. Code; or (6) has more than \$5,000 of outstanding federal tax liabilities and has not entered into an installment plan with the IRS to pay such outstanding liabilities.

q. **Compliance Oversight.** If you are a new franchisee that has not previously entered into a Franchise Agreement with Liberty, and you are not an actively enrolled agent in good standing, actively licensed certified public accountant in good standing, actively licensed lawyer in good standing, or an individual with at least three (3) years' experience as a professional tax return preparer (as described in 26 CFR §301.7701-15), you shall be required to retain an actively enrolled agent in good standing, actively licensed certified public accountant in good standing, actively licensed attorney in good standing, or individual with at least four (4) years' experience as either a professional tax return preparer (as described in 26 CFR §301.7701-15) or trainer (consistent with the terms described in Section 6(p) above) of others to prepare federal tax returns as a full-time employee between December to May with tax compliance oversight responsibilities over tax return preparers during your first two (2) years you operate any Liberty Tax Service store.

r. **Other Forms.** You must submit any blank forms not published by the IRS that you intend to use with customers to gather information for use or in preparing a tax return for approval by the Vice President of Compliance prior to use of any such forms with a customer.

s. **Employee Training.** You shall conduct and require each of your employees to attend an employee policy and procedure training course determined by you and your advisors. You are solely responsible for hiring, firing, compensating, paying applicable payroll taxes and day to day supervision and control over your employees. Franchisor and Franchisee are not joint employers of Franchisee's employees and other personnel. Franchisor does not and will not share or codetermine any of Franchisee's employees' essential terms and conditions of employment. More specifically, in no case does Franchisor have any authority to determine or set Franchisee's 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.

Franchisee alone has sole authority to determine any or all Franchisee's employees' essential terms and conditions of employment.

t. **Customer Service.** You shall employ and train sufficient personnel to accommodate all customers without undue delay. You shall provide all services and abide by all customer service policies described in the Manual, including, but not limited to, the written guarantee. You must operate in a manner that protects Liberty's goodwill, reputation and Marks.

u. **Office Condition.** You shall maintain offices that are neat and professional in appearance. Further, you may not offer products or services through your Liberty offices other than the franchise services authorized here (i.e., tax preparation, electronic filing, and Financial Products, all processed and reported through Liberty's systems) without Liberty's prior written approval.

v. **Supplies and Furniture.** You agree that in order to establish a standard and consistent delivery of Liberty Tax services, certain items must be used in the operation of the Franchised Business. You must use the items required in the Manual (e.g. client envelopes and folders, interview worksheets, interior signs sets). You are responsible for the cost of all items needed to conduct the Franchised Business including, but not limited to, supplies, furniture, equipment, leasing and real estate costs. You will renovate, refurbish, upgrade and/or make such capital improvements to your Franchised Business that Liberty deems appropriate to conform it to Liberty's then-current standards and specifications subject only to any express limitations set forth in this Agreement. To maintain uniformity and customer service standards, you must furnish, equip and upgrade your business in accordance with the minimum following standards: (a) desks must be consistent in style and in good and serviceable condition; (b) chairs must be in good and serviceable condition and must not have any tears in their fabric or upholstery; (c) carpeting must be well maintained, in good condition, and be free of debris, stains, and dirt; and (d) paint must be well maintained, in good condition, and free from scuffs and marks. If we determine that your office is not compliant with our office standards and specifications set forth in the Operations Manual, we may require you to upgrade your fixtures, furniture, computers and other equipment.

w. **Laws and Regulations.** You agree to comply with all federal, state and local laws, regulations, ordinances and the like, and to be responsible for such compliance by all employees of the Franchised Business. You will abide by all legal requirements and be solely responsible for securing any necessary permits, certificates, licenses and consents to operate your business. You will not request or require that any customer of the Franchised Business waive, or permit you to disclaim your or any employee's responsibility to comply with any legal requirements or applicable laws. If requested by Liberty, you agree to report any noncompliance with federal or state tax laws or regulations by the Franchised Business and/or its employees to the IRS and/or any applicable state taxing authority. You also agree to provide Liberty with notice of any reports of non-compliance you have filed. Further, you agree to immediately notify Liberty of any claim or litigation related to the Franchised Business.

x. **Audits.** If the IRS or any federal or state governmental agency audits or investigates your Liberty operations, or any tax preparer employed in the Franchised Business, or otherwise requires that you, or such tax preparer, provide documents to the IRS or other governmental agency related to the Franchised Business, or audits any tax return prepared or product sold at the Franchised Business, you agree to notify Liberty's Compliance Department immediately upon receiving notice of the audit, investigation or request for documents and comply and cooperate with any such lawful investigation or demand for information. You further agree to notify Liberty's Compliance Department immediately upon discovery of any assessment of penalty for violation of tax law or tax regulations by

any owner or individual employee arising from the preparation of a tax return, including but not limited to an such findings by the IRS or any state tax authority. You further agree to cause all employees of the Franchised Business to comply and cooperate with any such lawful investigation or demand for information. You agree to immediately provide Liberty with a copy of any notice of audit, subpoena or request for documents. You agree to immediately provide Liberty with a copy of the findings of any audit or investigation. You hereby waive any right to privacy, confidentiality and similar protections and restrictions with respect to any such audit or investigation. You authorize the IRS, and any federal or state governmental agency, to disclose information to Liberty and its representatives related to any such audit or investigation and provide copies of any requested information. You hereby authorize Liberty to make such requests for information.

y. **EFIN.** You must obtain an EFIN from the IRS and provide us with satisfactory documentation, in Liberty's determination, that you have received a valid EFIN prior to operation, enrollment in financial products or January 2 of your first Tax Season (whichever first occurs). After obtaining an EFIN pursuant to the above provisions, you will be required to maintain a valid EFIN throughout the term of this Agreement. You agree to comply with all of the requirements of IRS Publication 3112, 1345 or any applicable successor publications relevant to EFINs, as well as all applicable state laws and regulations related to electronic filing. You agree to immediately notify Liberty of any EFIN suspension, expulsion or denial and provide Liberty with all correspondence and documentation related to such suspension, expulsion or denial. You hereby authorize the IRS and any state tax authority to disclose to Liberty the reasons for any EFIN denial, suspension or expulsion and to provide Liberty with copies of all EFIN application materials, suspension, expulsion and denial notices.

z. **PTIN.** No person who prepares or supervises the preparation of federal tax returns at your Franchised Business shall be permitted to undertake such activities unless such person has an active PTIN. You must provide us with satisfactory documentation, in Liberty's determination, that all tax preparers and any person who supervises the preparation of federal tax returns has an active valid PTIN.

aa. **Site Selection and Leases.** As described in Section 5.c., Liberty provides guidance to you regarding the selection of the location of your office and all office locations must be approved by Liberty prior to your execution of a lease for that site. Liberty may require the lease to be held in Liberty's name at the option of Liberty. 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 Liberty, or its designee, with the right to sublease at Liberty's sole option, which lessor consents to at no cost. You agree to provide Liberty with a copy of the lease for each approved location within seven (7) days of execution.

bb. **Marketable Title.** You represent and warrant that you will maintain good and marketable title to the assets of the Franchised Business and all leases, and the absolute and unqualified right to sell, assign and transfer them to Liberty, free and clear of all liens, pledges and encumbrances of any kind.

cc. **Conflicts of Interest.** Any business relationships or transactions that are contemplated between a Franchisee and an employee or affiliate of Liberty, such as consulting contracts, vendor contracts, and the hiring of employees for part-time work, must be disclosed to the appropriate Liberty Regional Director beforehand with the value and business rationale of the contract or employment

relationship. Liberty will review the potential conflict and notify the Franchisee of denial or approval to proceed.

dd. **Owner Interest.** You must disclose the identity and contact information to Liberty of all partial owners or active/silent partners, including any individuals or entities with any financial interest in the Franchised Business. No prospective franchise owner or active/silent party may be added to the Franchise Agreement unless such person has first delivered to Liberty a written document, to Liberty's satisfaction, confirming that such person has satisfied IRS suitability to obtain (or be associated with) an EFIN.

ee. **Other Products and Services.** Liberty reserves the right to negotiate arrangements with third-party providers for the provisions of other products and services (the "Other Products and Services") that may be offered to customers in conjunction with the products and services already offered by Liberty Tax Service offices (i.e. tax preparation, electronic filing, Financial Products, and credit cards). If Liberty negotiates any such arrangements, you may offer the Other Products and Services to your customers. Liberty may require you to use a designated or preferred provider to provide such Other Products and Services to your customers as applicable. If Liberty enters into arrangements with more than one provider, Liberty will select which offices will use each provider.

## 7. REPORTS AND REVIEW

a. **Gross Receipt Report.** You must send Liberty a Gross Receipt report in the manner and form and at the times Liberty specifies. Presently, you must report your Gross Receipts on the fifth (5th) of the month for Gross Receipts received during the prior month. You agree that Liberty has the right to lock your Gross Receipt report at any time.

b. **Profit and Loss.** By May 30 of each year, you must send Liberty an unaudited profit and loss statement of the Franchised Business, in the manner and form Liberty specifies, for the twelve (12) month period ending April 30.

**Record Retention Requirements.** You will maintain and retain complete and accurate books, records and accounts of the Franchised Business in the form, manner and period of time set forth in the Manual. Unless otherwise prescribed in the Manual, you will retain the books, records and accounts of the Franchised Business for three (3) years from their dates of preparation.

d. **Accounting Statements.** Upon Liberty's request and at your own cost, you will submit to Liberty the following information for the Franchised Business.

- i. Unaudited quarterly profit and loss statements that show all income sources and unaudited quarterly balance sheets;
- ii. Unaudited annual profits and loss statements showing all sources of income, unaudited balance sheets, and annual schedule of capital expenditures;
- iii. Your annual federal and state income tax returns;
- iv. Your quarterly state sales tax returns; and
- v. Any other financial statements, reports or supporting records that Liberty may request.

e. **Audits and Inspections.** You agree to permit Liberty and/or Liberty's agents the right to enter your Liberty Tax offices during normal, required business hours, without prior notice, to (1) observe the operation of the Franchised business and any other operations taking place at your Franchised Business and (2) inspect, audit, examine, and copy all of your paper and electronic financial or business books and records of the Franchised Business. . This includes, but is not limited to, the right to inspect and copy all tax returns and bank statements that may be indicative of revenues and Gross Receipts from the Franchised Business. In addition, you agree to the following:

i. Upon request, you will promptly provide or make available to Liberty the records of the Franchised Business that will enable Liberty to determine whether you are complying with your obligations under the Agreement. These records of the Franchised Business include IRS-generated information reports, including EFIN status, ERO Activity Reports, and Tax Record Transcripts. Upon request, you will also promptly provide or make available to Liberty financial and/or business records relating to any other business in which you, your spouse, or your child has an interest that offers services that are the same as or similar to those offered by the Franchised Business.

ii. You will fully cooperate with Liberty and provide Liberty access to the computer systems and files where financial records are electronically stored for the purposes of any examination or audit. If the examination of the books and records for the Franchised Business shows that the Gross Receipts received by the Franchised Business exceed the sum reported by you to Liberty by more than 2%, you will immediately reimburse Liberty for the reasonable cost of the examination or audit. Any reimbursement will not limit Liberty's other remedies under this Agreement relating to underreporting or underpayment of royalties.

f. **Mail Reviews.** If Liberty requests a copy of your customer receipts (paper and/or electronic) or any other business records, including, but not limited to customer taxpayer records related to the Franchised Business, you must send Liberty these records at your expense within five (5) days of receiving Liberty's request and within 48 hours of receiving Liberty's request during the Tax Season.

g. **Electronic Review.** Liberty may cause programs to run on your computer systems that may send information to Liberty and may make changes to the computer systems. Liberty agrees that the use of such programs will not unreasonably interfere with your operation of the Franchised Business and you agree to allow such programs to run without interference by you. You acknowledge that Liberty will use information obtained from your computer system to make business decisions. You hereby grant Liberty the right to access and make changes to the computer systems in your office and authorize Liberty to obtain any and all information related to the Franchised Business. Additionally, following the expiration, termination, transfer or nonrenewal of this Agreement, you grant Liberty 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.

h. **Costs of Review.** Depending on the circumstances, you may be responsible for the costs of a review, or attempted review, as more fully set forth in Section 4(p).

i. **Background Information.** During the term of this Agreement, you authorize Liberty to obtain background information related to your employment, credit and financial history, as well as your criminal and driving records.

j. **Heightened Supervision.** In the event that Liberty determines there to be abusive tax returns practices related to the operation of your franchised business, Liberty also has the right to require that you implement a plan related to the issues that Liberty discovers. You agree to comply with any such plan imposed. As a part of this plan, you may be subject to various additional requirements including, but not limited to, compliance with heightened monitoring requirements, attending additional trainings and hiring compliance staff with qualifications set out by Liberty.

8. **TERMINATION.** Franchisee acknowledges and agrees that all of the obligations under this Agreement are material and essential obligations, that nonperformance of the obligations herein will adversely and substantially affect Liberty and the Liberty system and that Liberty's exercise of the rights and remedies herein are appropriate and reasonable.

a. **Nonrenewal.** You may terminate this Agreement by not renewing; that is, by not notifying Liberty in writing of your desire to renew at least one hundred eighty (180) days prior to the expiration of this Agreement. If you terminate pursuant to this Section, you must still comply with all of the post-termination provisions of this Agreement.

b. **Termination Without Notice and Opportunity to Cure.** Liberty may terminate this Agreement without notice and the opportunity to cure for any of the following reasons:

i. If you become insolvent, are unable to pay debts as they come due or take any steps to seek protection from creditors, or if a receiver (permanent or temporary) is appointed by a creditor or a court of competent authority, or if you make a general assignment for the benefit of creditors;

ii. If a final judgment of record against you or your Franchised Business remains unsatisfied for thirty (30) days or longer;

iii. If you breach 6(w)-(x) of this Agreement, or if you fail to immediately notify us about or comply with any governmental investigation or audit or, if we determine that you, or someone acting under your supervision and control, has committed a material violation of any law, ordinance, rule or regulation of a governmental agency or department reasonably associated with the operation of the Franchised Business, committed any act that is or could be, in Liberty's determination, harmful, prejudicial or injurious to the Liberty brand or any of the Affiliated Companies or any employee, franchisee, or agent of such companies, or if the IRS or any federal, state or local governmental entity or agency initiates a criminal, civil or administrative proceeding or takes any administrative action against you or the Franchised Business relating to compliance with applicable tax laws and regulations, and such proceeding or action is not resolved or dismissed in favor of you, or the Franchised Business, within thirty (30) days of its initiation;

iv. If you abandon the Franchised Business or discontinue the active operation of any active office of the Franchised Business for three (3) business days during any Tax Season or seven (7) business days otherwise, except where active operation was not reasonably possible or where specifically approved by Liberty in writing prior thereto;

v. If you fail to open for business in the Territory by January 2, as specified pursuant to Section 6(d);

vi. If you operate any offices or advertise outside the Territory without Liberty's permission;

vii. If the real or personal property of the Franchised Business is sold after levy upon it by any sheriff, marshal, or constable;

viii. If you fail to use the software, electronic filing services or Financial Products Liberty provides or recommends;

ix. If you do not obtain a valid EFIN from the IRS for each office in the Territory prior to operation, enrollment in financial products or by January 2 of your first Tax Season (whichever first occurs), if any EFIN application to which you are a party is denied at any time, or if any of your EFINS are suspended by the IRS or any state taxing authority for any reason at any time thereafter or you are expelled from the e-file program;

x. If you include a materially false representation or omission of fact in your Confidential Franchise Application to Liberty or if you under-report Gross Receipts, falsify financial data, make a false submission with regard to any required reports or otherwise commit an act of fraud with respect to your acquisition or operation of the Franchised Business or your rights or obligations under this Agreement;

xi. If you knowingly: (1) falsify any books or records required to be maintained by this Agreement, (2) submit any false report to Liberty, or (3) commit any other act of fraud;

xii. If you refuse to allow Liberty to inspect your books and records as provided in Section 7 of this Agreement;

xiii. If you engage in any act, conduct or practice that Liberty, in its judgment, deems to be deceptive, misleading, unethical or otherwise contrary or in conflict with the reputation and image of the Liberty system and brand, including the preparation or filing of fraudulent tax returns on behalf of client;

xiv. If you commit three (3) or more breaches of this Agreement, the Operations Manual, or any other agreement (including promissory notes) with Liberty or the Affiliated Companies, in any twelve (12) month period regardless of whether such breaches were cured after notice; or

xv. If you fail to timely execute all documents necessary for renewal.

c. **Termination with Notice and Opportunity to Cure.** No fewer than seven (7) days after Liberty has sent you notice of your opportunity to cure, Liberty may terminate this Agreement if:

i. You, or any entity in which you are affiliated, violate any term or condition of this Agreement, the Operations Manual, or any other agreement with Liberty or the Affiliated Companies;

ii. Any amount owing to Liberty or the Affiliated Companies, whether related to the Territory or not, is more than thirty (30) days past due, or Liberty determines that you have materially and substantively underreported revenue;

iii. You fail to comply with IRS standards applicable to e-file providers as stated in IRS Publications 3112, 1345 or another or successor IRS publication applicable to e-file providers or you fail to comply with state or local regulations related to electronic filing;

iv. You fail to fully and timely renovate, refurnish, upgrade and/or make such capital improvements to your Franchised Business that Liberty deems appropriate to conform it to Liberty's then-current standards and specifications, and do not cure such failure within sixty (60) days following receipt of notice of any required renovations from Liberty; or

v. You are more than sixty (60) days in default of any loan, lease or sublease agreement with a third party, affecting the Franchised Business.

## **9. POST-TERMINATION OBLIGATIONS.**

Upon expiration, termination, transfer or nonrenewal of this Agreement for any reason by any party, including a sale of the Franchised Business, you must immediately:

a. Sell to Liberty (if Liberty elects pursuant to Section 11) any or all equipment, signs, trade fixtures, and furnishings used in the Franchised Business, or if Liberty does not so elect, remove all Marks or other distinguishing indicia from all of your offices and other premises. If Franchisee fails to remove all Marks or other distinguishing indicia from the Franchised Business, Liberty may enter the premises formerly used by the Franchised Business, without being guilty of trespass or any other crime or tort, to remove such items at the expense of Franchisee, which amount Franchisee agrees to pay upon demand; and

b. Stop identifying yourself as a Liberty Tax franchisee, never hold out as a former Liberty Tax franchisee and forever cease the use of any of the Marks or any other marks that may be confused with the Marks; and

c. Stop using all literature and forms received from Liberty and other items bearing the Marks; and

d. Pay to Liberty all amounts owing to Liberty, whether related to the Territory or not. If termination is for any default by Franchisee, the sums to be paid to Liberty will include all damages, costs and expenses, including reasonable attorney's fees incurred by Liberty as a result of the default including any enforcement of Franchisee's post termination obligations. This obligation will give rise to a lien in favor of Liberty against any and all personal property, furnishings, equipment, fixtures and inventory owned by Franchisee and used in the operation of the Franchised Business; and

e. Transfer to Liberty all telephone numbers, email accounts, URLs, domain names, internet accounts, cloud server accounts, listings and advertisements used in relation to the Franchised Business, sign any required documentation and deliver to Liberty copies of such documents of transfer. Regardless of the forms and documents that may have been signed by Franchisee under this provision, Franchisee hereby irrevocably grants Liberty full power and authority for the sole purpose of taking any necessary action to complete the transfers required pursuant to this section. This shall in no way obligate Liberty to assume any obligations or liabilities of Franchisee associated with these accounts. This limited power of attorney will survive termination, expiration or nonrenewal of this Agreement; and



f. Assign to Liberty (if Liberty elects) any interest that you have in any lease, sublease or any other agreement related to the Franchised Business. Regardless of the forms and documents that may have been signed by Franchisee under this provision, Franchisee hereby irrevocably appoints Liberty as Franchisee's true and lawful agent and attorney-in-fact with full power and authority for the sole purpose of taking any necessary action to complete the assignments required pursuant to this section. This shall in no way obligate Liberty to assume any obligations or liabilities of Franchisee associated with the leases. This limited power of attorney will survive termination, expiration or nonrenewal of this Agreement; and

g. Deliver to Liberty any original and all copies, including electronic and cloud based copies and media, of lists and other sources of information containing the names, addresses, e-mail addresses, or phone numbers of customers of the Franchised Business; and

h. Deliver to Liberty any original and all copies, including electronic and cloud based copies and media, containing customer tax returns, files, and records; and

i. Deliver to Liberty all copies of the Manual and any updates; and

j. Cancel all fictitious name listings which you have filed that utilize any of the Marks; and

k. Adhere to all applicable provisions contained herein including, but not limited to, the post-term covenants not to compete and not to solicit.

l. Upon request, you will promptly provide or make available to Liberty the records of the Franchised Business that will enable Liberty to determine whether you are complying with your post-termination obligations under this Agreement. These records of the Franchised Business include IRS-generated information reports, including EFIN status, ERO Activity Reports, and Tax Record Transcripts. Upon request, you will promptly provide or make available to Liberty financial and/or business records relating to any other business in which you, your spouse, or your child has an interest that offers services that are the same as or similar to those offered by the Franchised Business.

## 10. **ADDITIONAL IN-TERM AND POST-TERM COVENANTS.**

a. **In-Term Covenant Not to Compete.** During the term of this Agreement, you agree not to directly or indirectly, for a fee or charge, in the United States or Canada, prepare or electronically file income tax returns, or offer Financial Products, except, if applicable, in your capacity as a Liberty Tax franchisee pursuant to a valid Liberty franchise agreement. During the term of this Agreement, you also agree not to divert the business of any Liberty franchisee (including the Franchised Business) to any competitor or do any act injurious or prejudicial to the Liberty brand.

b. **Post-Term Covenant Not to Compete.** For a continuous, uninterrupted period of two (2) years following the termination, expiration, transfer or other disposition of the Franchised Business (or the conclusion of any Holdover Period during which you continue to operate the Franchised Business with or without Liberty's consent or approval), or your removal as a signator to this Agreement, you agree not to directly or indirectly, for a fee or charge, prepare or electronically file income tax returns, or offer Financial Products, within the Territory or within twenty-five (25) miles of the boundaries of the Territory except, if applicable, in your capacity as a Liberty Tax franchisee pursuant to a valid Liberty franchise agreement. If during the two (2) year period described

above, you fail to comply with your post-term covenants not to compete, that period of noncompliance will not be credited toward satisfaction of your 2-year obligation for which you failed to comply.

c. **Liquidated Monetary Damages.** If you fail to comply with either of the above covenants not to compete, you agree to pay Liberty, as partial liquidated monetary damages, royalties and advertising fees as set forth in Section 4 of this Agreement against the greater of: (1) the total Gross Receipts during your last fiscal year (May 1- April 30) of operation for each Territory in which you are in breach; or (2) the total revenue you received in breach of a covenant not to compete. The greater of these two dollar figures shall be multiplied by two (2) to give consideration to lost repeat and referral business to Liberty. You acknowledge that any breach of the covenants not to compete causes damage to the integrity of Liberty's franchised system, loss of franchisee and customer goodwill and irreparable harm. You specifically acknowledge that the full measure of these damages is greater than that specified herein.

d. **Covenant Not to Solicit.** For a continuous, uninterrupted period of two (2) years following the termination, expiration, transfer or other disposition of the Franchised Business (or the conclusion of any Holdover Period during which you continue to operate the Franchised Business with or without Liberty's consent or approval), or your removal as a signator to this Agreement, you agree that you will not, within the Territory or within twenty-five (25) miles of the boundaries of the Territory, directly or indirectly solicit any person or entity served by any of your prior Liberty offices within the last twelve (12) months that you were a Liberty franchisee, for the purpose of offering such person or entity, for a fee or charge, income tax preparation, electronic filing of tax returns, or Financial Products except, if applicable, in your capacity as a Liberty Tax franchisee pursuant to a valid Liberty franchise agreement. You further agree for a continuous, uninterrupted period of two (2) years following the termination, expiration, transfer or other disposition of the Franchised Business (or the conclusion of any Holdover Period during which you continue to operate the Franchised Business with or without Liberty's consent or approval), or your removal as a signator to this Agreement, not to employ or solicit for employment without Liberty's prior written consent any of Liberty's employees or those of any other of Liberty's franchisees, or induce any such employee to leave his or her employ. If during the two (2) year period described above, you fail to comply with your post-term covenants not to solicit, that period of noncompliance will not be credited toward satisfaction of your 2-year obligation for which you failed to comply.

e. **Conflicting Enterprises.** You will keep free from and not associate with all conflicting enterprises or other activities that would compete or interfere with the Franchised Business.

f. **Covenant Not to Lease.** You agree that during the term of this Agreement, you will not lease, sub-lease, assign or guaranty a lease in the Territory to or for a person or entity who will offer income tax preparation at such an office. You also agree that upon the termination or expiration of this Agreement, if Liberty or a duly authorized Liberty franchisee desires to use any of your former Liberty office locations in the Territory, you will use reasonable good faith efforts to help Liberty secure possession of the office locations through a lease assignment or otherwise. Otherwise, you agree to use reasonable, good faith efforts to ensure that, for a twenty-four (24) month period after non-renewal or termination of this Agreement, no person or entity will offer income tax preparation at the properties where your former Liberty offices were located. Good faith efforts include a duty not to sub-lease or assign the leases of your office location to a person or entity who will offer income tax preparation at such office locations.

g. **Royalty for Violations of Section 10.** If you violate any provision of Section 10, Liberty will be entitled to an accounting of the Gross Receipts received as the result of that activity and to the payment of royalties based on those Gross Receipts as provided for in Section 4 of this Agreement. This remedy will not affect any other rights or remedies that Liberty may have against you, including the right to seek injunctive relief from irreparable harm or incalculable harm.

h. **Modification of Scope of Section 10.** If the scope of any restriction in Section 10 is too broad to permit enforcement to the fullest extent, the restriction will be enforceable to the maximum extent permitted by law and may be judicially modified in any proceeding brought to enforce it. Liberty may unilaterally reduce the scope of any restriction contained in Section 10 immediately upon notice to you.

i. **No Harmful Acts.** You agree not to disparage Liberty or the Affiliated Companies, including their current and former employees, directors or agents. You also agree not to do any act that is, in Liberty's determination, harmful, prejudicial or injurious to Liberty or the Affiliated Companies, including their current and former employees, directors or agents.

j. **Section 10 Conditions Required for Grant of Franchise.** You hereby acknowledge that the qualifications to be a Liberty franchisee are special, unique and extraordinary, and that Liberty would not enter into this Agreement without the inclusion of the conditions set forth in Section 10.

k. **Waivers.** You acknowledge and agree that the violation by you of any provision of Section 10 will cause irreparable harm to Liberty and Liberty will be without adequate remedy at law. You waive all defenses to the strict enforcement of Section 10. You further agree that Liberty is entitled to a temporary restraining order, preliminary and/or permanent injunction for any breach of duties under any of the non-monetary obligations of this Agreement, without the necessity of proof of actual damage. You hereby waive any requirement that Liberty post a bond related to any temporary restraining order or injunctions requested as a result of an alleged violation of non-monetary obligations of this Agreement.

l. **Acknowledgment.** You acknowledge and agree that the provisions of Section 10 are reasonable, valid and not contrary to the public interest. You acknowledge and agree that the restrictions contained in this Section 10 are reasonable and necessary to protect the legitimate protectable interests of Liberty, including customer contacts, trade secrets and Confidential Information. You further acknowledge and agree that strict compliance with the restrictions and terms of Section 10, including the mileage and territorial restrictions in Section 10, is reasonable and necessary to protect those interests.

m. **Survival.** The covenants contained in Section 10 shall survive any termination or expiration of this Agreement.

n. **Severability.** If any covenant or provision within Section 10 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 affect or impair the validity of any other covenant or provision of this Agreement. Further, these obligations are considered independent of any other provision in this Agreement, and the existence of any claim or cause of action by either party to this Agreement against the other, whether based upon this Agreement or otherwise, shall not constitute a defense to the enforcement of these obligations.

## 11. **OPTION TO PURCHASE ASSETS.**

Upon termination or expiration of this Agreement, you hereby grant Liberty or its assignee the option to purchase from you some or all of the assets (including, but not limited to, supplies, equipment, signs, furnishings and fixtures) of the Franchised Business. Liberty may exercise this option by transmitting notice to you within thirty (30) days from the effective date of expiration or termination. If Liberty elects to exercise this option, the purchase price for the assets of the Franchised Business, will be the “adjusted book value” as described below. Liberty will have the right to set off and reduce the purchase price by any and all amounts owed by you to Liberty or any of Liberty’s affiliates. The “adjusted book value” is the book value of the assets of the Franchised Business as listed on the balance sheet in the financial statements of the Franchised Business as of the date of the termination or expiration. There shall be no allocation for goodwill or any similar adjustment in the adjusted book value.

## 12. **CONFIDENTIAL INFORMATION.**

a. **Definition of Confidential Information.** “Confidential Information” includes the components of the Liberty system, the information comprising the Manual, information obtained from or relating to clients served by the Franchised Business or any Liberty franchisee, marketing information, directives, know-how, techniques, materials, data, and other information shared with or made available by Liberty to you or that is otherwise learned or acquired by you in the course of operating the Franchised Business that is (1) designated as confidential, (2) known by you to be considered confidential by Liberty, or (3) by its nature inherently or reasonably could be considered confidential.

b. **Disclosure.** Liberty possesses confidential information that may be disclosed to you. Liberty may disclose some or all of the Confidential Information to you and your representatives while you operate the Franchised Business. During the term of this Agreement and following the expiration or termination of this Agreement, you covenant not to directly or indirectly communicate, divulge, or use any Confidential Information for your personal benefit or the benefit of any other person or legal entity except as specifically provided by the terms of this Agreement or permitted by Liberty in writing prior to disclosure. Upon the transfer, expiration, termination or nonrenewal of this Agreement, you agree that you will never use or disclose, and will not permit any of your representatives to use or disclose, Liberty’s Confidential Information in any manner whatsoever, including, without limitation, in the design, development or operation of any business substantially similar to the Franchised Business. This provision shall not apply to information that: (i) at the time of disclosure is readily available to the public; (ii) after disclosure becomes readily available to the trade or public other than through breach of this Agreement; (iii) is subsequently lawfully and in good faith obtained by you from an independent third party without breach of this Agreement; (iv) was in your possession prior to the date of Liberty’s disclosure to you; or (v) is disclosed to others in accordance with the terms of a prior written authorization between you and Liberty. The protections granted in this Section shall be in addition to all other protections for Confidential Information provided by law or equity.

c. **Interest.** You will acquire no right, title or interest in the Confidential Information. You will communicate, disclose, and use Confidential Information only as expressly permitted in this Agreement or required by law. You will disclose Confidential Information only to your employees, agents, or independent contractors who must have access to it in connection with their work on behalf of the Franchised Business. You acknowledge that it would be an unfair method of competition to use or duplicate any Confidential Information other than in connection with the operation of the Franchised Business. No part of the Liberty Tax franchise system nor any document or exhibit forming any part

thereof shall be distributed, utilized or reproduced in any form or by any means, without Liberty's prior written consent. This covenant will survive the expiration, termination or transfer of this Agreement or any interest in this Agreement and will be perpetually binding on you.

d. **Use.** You agree that you will: (i) refrain from using Confidential Information for any purpose other than the operation of the Franchised Business pursuant to this Agreement; (ii) maintain absolute confidentiality of Confidential Information during and after the term of this Agreement; (iii) not make unauthorized copies of any portion of Confidential Information; and (iv) adopt and implement all reasonable procedures, including, but not limited to, those required by Liberty, to prevent unauthorized use of or disclosure of Confidential Information, including, but not limited to, restrictions on disclosure to your employees and the use of nondisclosure and non-competition clauses in employment agreements with employees that have access to Confidential Information.

e. **Confidentiality Agreements.** You will cause your employees, agents and independent contractors having access to Confidential Information to sign confidentiality agreements in the form that Liberty prescribes, stating that they will keep and preserve all Confidential Information in confidence. Neither, you or your employees, agents, or independent contractors will at any time, without Liberty's prior written consent, copy or otherwise reproduce Confidential Information, in whole or in part, nor otherwise make Confidential Information available to any unauthorized person. You will be responsible and liable for any misuse of Confidential Information by others whom you either allowed to improperly access Confidential Information or from whom you failed to obtain a signed confidentiality agreement as required by this Section 12(e).

f. **Disclosure Required by Law.** If public disclosure of any Confidential information is required by law, then you may make such disclosure after providing Liberty with reasonable notice so that Liberty, at its expense, may seek a protective order or other relief. Notwithstanding anything in this Agreement to the contrary, you may, to the extent permitted by any applicable law, including the federal Defend Trade Secrets Act, disclose Confidential Information: (1) in confidence, to federal, state, or local government officials, or to your attorney, for the sole purpose of reporting or investigating a suspected violation of law; or (2) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly permitted by law.

### 13. **INDEPENDENT CONTRACTOR AND INDEMNIFICATION.**

You and Liberty are independent contractors to each other. Neither you nor Liberty are an agent, fiduciary, partner, employee, or a participant in a joint venture and neither you nor Liberty have the authority to hold out as such to third parties. You do not have any authority to bind or obligate Liberty. Liberty is not and will not be liable for any act, omission, debt, or other obligation of yours.

You are responsible for all claims, demands, losses, damages and/or contractual liability to third parties which may arise at any time related to your operation of the Franchised Business. You agree to defend, indemnify and hold Liberty, Liberty's parent company and Affiliated Companies and their employees harmless from all claims, demands, losses, damages, and/or contractual liability (including attorney's fees) to third parties. You agree to reasonable cooperation in the defense of any claim. Liberty and the Affiliated Companies shall have the right to control settlement and selection of counsel and defense of any claim.

#### 14. **DEATH OR INCAPACITY.**

a. **Assistance and Reimbursement.** In the event of the death or incapacity of Franchisee, Liberty is entitled, but not required, to render assistance to maintain smooth and continued operation of the Franchised Business. Liberty shall be entitled to reimbursement from Franchisee or Franchisee's estate for reasonable expenditures incurred.

b. **Time Requirements.** Pursuant to this Section, death or incapacity shall not be grounds for termination of this Agreement unless:

i. Franchisee or his/her legal representative fails, for a period of one hundred eighty (180) days after such death or incapacity, to commence action to assign this Agreement according to controlling state law regarding the affairs of a deceased or incapacitated person and the terms of this Agreement; or

ii. Such assignment is not completed within one (1) year after death or incapacity.

c. **Termination.** Liberty shall have the right to terminate this Agreement if one of the conditions listed in 14(b) are not satisfied within the time frame provided. Nothing in this Section shall be construed to limit the provisions of Section 8 regarding termination. Further, the terms and conditions of Section 15 apply to a transfer upon death or incapacity.

#### 15. **ASSIGNABILITY AND FIRST RIGHT OF REFUSAL.**

a. **Assignability Generally.** Liberty may assign this Agreement to an assignee who agrees to remain bound by its terms. Liberty does not permit a sub-license of the Franchise. Your interest under this Agreement or your ownership in the Franchise may be transferred or assigned only if you comply with the provisions in this Section and such transfer is approved by Liberty in writing. No interest may be transferred unless you are in full compliance with this Agreement and current in all monies owed to Liberty. Liberty may require any transfer of an ownership interest in this Agreement to be joined by all signatories to this Agreement, except in the case of death or legal disability.

b. **First Right of Refusal.** If you have received and desire to accept a signed, bona fide offer to purchase or otherwise transfer the Franchise or any interest in the Franchise, Liberty shall have the option ("Right of First Refusal") to purchase the Franchise or interest. You shall offer the Right of First Refusal by providing written notice to Liberty and including a copy of the signed offer to purchase that you received (collectively "Notice"). Liberty shall have the right to purchase the Franchise or interest in the Franchise for the price and upon the terms set out in the Notice; however, Liberty may substitute cash for any non-cash form of payment proposed and Liberty shall have sixty (60) days after the exercise of Liberty's Right of First Refusal to close the purchase. Liberty will notify you in writing within fifteen (15) days of receipt of the Notice if it plans to exercise the Right of First Refusal. Upon the transmission of notice by Liberty that it plans to exercise the Right of First Refusal, there shall immediately arise between Liberty and Franchisee, or its owners, a binding contract of purchase and sale at the price and terms contained in the Notice previously provided by you.

c. **Transfer to Controlled Entity.** A transfer to a "Controlled Entity" shall not trigger the Right of First Refusal. A "Controlled Entity" is an entity in which Franchisee (or Franchisee's managers, members, owners, partners, shareholders or officers as of the date of this Agreement) is the beneficial owner of 100% of each class of voting ownership interest. At the time of the desired transfer

of interest to a Controlled Entity, you must notify Liberty in writing of the name of the Controlled Entity and the name and address of each officer, director, shareholder, member, partner, or similar person and their respective ownership interest, and provide Liberty with the applicable organizational documents of the business entity. Each such person of the Controlled Entity shall sign, on behalf of the business entity and in their respective individual capacity, the amendment and release forms and/or franchise agreement as required by Liberty at the time of transfer. Currently, Liberty does not charge a transfer fee for this type of transaction. Upon transfer, a new EFIN must be obtained pursuant to Section 6(xi) herein.

d. **Transfer of Interest Within Franchisee.** A transfer of interest within a Franchisee that is an entity shall not trigger the Right of First Refusal provided that only the percentage ownership is changing and not the identity of the owners. At the time of the desired transfer of interest within an entity, you must notify Liberty in writing of the name and address of each officer, director, shareholder, member, partner or similar person and their respective ownership interest prior to and following the proposed transfer and provide Liberty with the applicable organizational documents of the business entity. Each such person of the Controlled Entity shall sign, on behalf of the business entity and in their individual capacity, the amendment and release forms and/or franchise agreement as required by Liberty at the time of transfer. Further, if the transfer of interest results in a change in control of the entity, you must pay to Liberty the transfer fee required at the time of transfer.

e. **Right of First Refusal Not Exercised By Liberty.** If Liberty does not exercise the Right of First Refusal, you may transfer the Franchise or ownership interest therein according to the terms set forth in the Notice, provided that you satisfy the conditions of Sections 15(f) below and complete the sale within ninety (90) days from the date that Liberty received Notice from you. If you do not conclude the proposed sale transaction within this ninety (90) day period, Liberty's Right of First Refusal shall continue in full force and effect.

f. **Additional Requirements and Restrictions Regarding Transfers.**

i. The proposed transferee(s) must complete Liberty's franchise application and pass Liberty's application screening in place at the time of transfer;

ii. The proposed transferee(s) must sign the Liberty amendment forms and/or the then current franchise agreement and must personally assume and be bound by all of the terms, covenants and conditions therein;

iii. The proposed transferee(s) must attend and successfully complete IOT and HOT;

iv. You shall sign the transfer and release forms required by Liberty at the time of transfer and pay the transfer fee described in Section 4.i of this Agreement;

v. The proposed transferee(s) agree to fully and timely complete a remodeling, refurbishing and modernizing of the Franchised Business premises within 90 days following the completion of the transfer, including its leasehold improvements, furniture, fixtures, equipment, signage, trade dress, computer and technology systems and promotional supplies, and take any other actions otherwise required by Liberty to bring the Franchised Business into full compliance with the Operations Manual and any other requirements Liberty then stipulates,

subject to any prior remodel activities and any specific remodel limitations set forth in this Agreement; and

vi. Except as to approved transfers within the Liberty system as described in this Section, you may not give, transfer or sell all or substantially all of the assets of your Franchised Business during the term of this Agreement, or for a two (2) year period after its expiration or termination, to a person or entity who might be reasonably expected to use any such assets to offer income tax preparation in the Territory or within ten (10) miles of the boundaries of the Territory.

g. **Writing Required.** No amendment, change, or modification of this Agreement and no waiver of any right under this Agreement will be effective unless in a written document that is signed by an authorized representative of Liberty.

#### 16. GRANT OF SECURITY INTEREST.

As security for the performance of your obligations under this Agreement, including payments owed to Liberty, you hereby grant Liberty a security interest in all of the assets of your Franchised Business, including inventory, accounts, supplies, contracts, and proceeds and products of all those assets. You agree to execute such other documents as Liberty may reasonably request in order to further document, perfect and record Liberty's security interest. If you default in any of your obligations under this Agreement, Liberty may exercise all rights of a secured creditor granted to Liberty by law, in addition to our other rights under this Agreement and at law. This Agreement shall be deemed to be a Security Agreement and Financing Statement, and Liberty may file it or make such other filings in the records of any county and state that we deem appropriate to protect its interests.

#### 17. NON-WAIVER OF BREACH AND CHOICE OF REMEDIES.

a. **Non-Waiver of Breach.** The failure of either party hereto to enforce any of the terms or conditions of this Agreement shall not be deemed a waiver of such terms or conditions or of either party's rights thereafter to enforce each and every term and condition of this Agreement.

b. **Choice of Remedies.** The remedies provided to Liberty in this Agreement will be cumulative and non-exclusive. The choice to pursue or not pursue any remedy will not preclude Liberty from pursuing a different remedy available to it, or act as a condition precedent to Liberty's pursuing a different remedy available.

#### 18. GOVERNING LAW.

a. **Virginia Law.** This Agreement is effective upon its acceptance in Virginia by Liberty's authorized officer. Virginia law governs all claims that in any way relate to or arise out of this Agreement or any of the dealings of the parties hereto, or dealings between you and any of the Affiliated Companies. Liberty, the Affiliated Companies and their respective present or former employees, agents, officers and directors are collectively referred to in this Section as the "Liberty Parties." 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.

b. **Jurisdiction and Venue.** In any suit brought by any or all of the Liberty Parties, that in any way relates to or arises out of this Agreement or any of the dealings of the dealings between you



and any or all of the Liberty Parties, you consent to venue and personal jurisdiction in the state court in the city or county where Liberty's national office is located and the federal courts located in the State where Liberty's national office is located (presently Virginia Beach, Virginia state courts and the United States District Courts located in the Commonwealth of Virginia). In any suit brought against any or all of the Liberty Parties, including their present or former employees or agents, that in any way relates to or arises out of this Agreement or any of the dealings between you and any or all of the Liberty Parties, venue shall be proper only in the federal courts located in the State where Liberty's national office is located (presently, the United States District Courts located in the Commonwealth of Virginia.) or if neither federal subject matter nor diversity jurisdiction exists, in the state court located in the city or county where Liberty's National Office is located (presently the City of Virginia Beach, Virginia).

c. **Jury Waiver.** IN ANY TRIAL BETWEEN YOU AND ANY OR ALL OF THE LIBERTY PARTIES, THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR ANY OF THE DEALINGS BETWEEN YOU AND ANY OR ALL OF THE LIBERTY PARTIES, YOU AND LIBERTY WAIVE THE RIGHTS TO A JURY TRIAL AND AGREE TO HAVE SUCH ACTION TRIED BY A JUDGE.

d. **Limitation of Damages.** YOU AND LIBERTY WAIVE, TO THE FULLEST EXTEND PERMITTED BY LAW, ANY CLAIM FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES AGAINST THE OTHER. DAMAGES IN ANY ACTION WILL BE LIMITED TO THE RECOVERY OF DIRECT COMPENSATORY DAMAGES.

e. **Class Action Waiver.** You agree that any claim you may have against any or all of the Liberty Parties shall be brought individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against any or all of the Liberty Parties. **YOU AND LIBERTY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THEIR RIGHT TO ASSERT OR PARTICIPATE IN ANY CLAIM, LAWSUIT, OR ARBITRATION AGAINST THE OTHER PARTY AS A MEMBER OF A CLASS.**

f. **No Punitive Damages.** In any lawsuit, dispute or claim between or against you or the Liberty Parties that in any way relates to or arises out of this Agreement or any of the dealings between you and the Liberty parties, you and Liberty waive the rights, if any, to seek or recover punitive or exemplary damages. Franchisee further waives the right to seek consequential damages.

g. **Injunction and Waiver of Irreparable Harm.** You specifically acknowledge and agree that a breach or threatened breach by you of any non-monetary provision of this Agreement will result in Liberty suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, you agree that Liberty may, in its sole discretion (and without limiting any other available remedies), apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief (without necessity of posting any bond or undertaking in connection therewith) in order to enforce or prevent any violations of this Agreement, and you hereby unequivocally waive the claim or defense that the Liberty has an adequate remedy at law or that the you would suffer irreparable harm if an injunction is issued. You agree not to raise or assert the defense that Liberty has an adequate remedy at law or that you would suffer irreparable harm if an injunction is issued.

h. **Confirmation of Waiver.** You and Liberty recognize that, in general, franchisees who experience difficulties in honoring their franchise obligations, in an effort to inhibit or impede the franchisor from exercising its rights and remedies available pursuant to the terms of the franchise agreement frequently present in court the argument, without merit, that the franchisor has an adequate remedy at law and/or that

the franchisee will suffer irreparable harm if an injunction is issued by a court. For that reason, and in order to protect Liberty from such allegations/defenses in connection with this Agreement, you again acknowledge that you knowingly, willingly and unequivocally waive the defense that Liberty has an adequate remedy at law or that the you will suffer irreparable harm if an injunction is issued.

i. **Attorneys' Fees and Costs.** Franchisee agrees to reimburse the Liberty Parties for all expenses reasonably incurred (including attorneys' fees and costs): (i) to enforce the terms of this Agreement or any obligation owed to any or all of the Liberty Parties by Franchisee (whether or not the Liberty Parties initiate the legal proceeding, unless the Liberty Parties initiate and fail to substantially prevail in such court or formal legal proceeding); and (ii) in the defense of any claim Franchisee asserts against us on which the Liberty Parties substantially prevail in court or other formal legal proceedings.

j. **No Existing Claims.** You represent, covenant, and warrant to Liberty that, to the best of your knowledge, you do not hold or are not due, as applicable, any claims, debts, liabilities, demands, obligations, expenses, actions, causes of action of any nature, character or description related to this Agreement against Liberty, and its affiliates and each of their respective, successors, partners and the partners, shareholders, representatives, assigns, agents, servants, employees, independent contractors, officers and directors of each of them, in their corporate and individual capacities.

k. **Anti-Terror.** Franchisee represents and warrants that no Franchisee signatory to this Agreement is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at [www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx](http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)). Further, Franchisee represents and warrants that no Franchisee signatory to this Agreement has violated, and agrees not to violate, any law prohibiting corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government, including acts prohibited by the U.S. Patriot Act, U.S. Executive Order 13224, or any similar law. The foregoing constitutes continuing representations and warranties, and Franchisee shall immediately notify Liberty in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

l. **Survival.** Any provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, shall survive termination or expiration of this Agreement and be fully binding and enforceable as though termination or expiration had not occurred.

## 19. **MODIFICATION.**

No modifications to this Agreement will have any effect unless such modification is in writing and signed by you and by Liberty's authorized officer. However, Liberty may modify the provisions of the Operations Manual without your consent.

## 20. **RELEASE OF PRIOR CLAIMS.**

By executing this Agreement, the undersigned entity, if any, and individuals, on behalf of yourselves and your heirs, legal representatives, successors and assigns, and each assignee of this Agreement, hereby forever release and discharge Liberty, its past and present employees, agents, area developers, officers and directors, including Liberty's parent, subsidiary and affiliated corporations, their respective past and present employees, agents, officers and directors, from any and all claims relating

to or arising out of any franchise agreement between the parties executed prior to the date of this Agreement, and all other claims relating to any dealings between any of the parties. However, this release does not apply to Liberty's renewal obligations the same or similar to those in Section 2(b) above, as contained in any prior or other franchise agreement.

## 21. NOTICES.

You shall give any notice or request hereunder by mail or courier, postage fully prepaid, delivered personally to Liberty's CEO at Liberty's National Office, 500 Grapevine Highway, Suite 402, Hurst, Texas 76054, Telephone: (757) 493-8855. Liberty may also give any such notice to you in the same manner at the address indicated below the Franchisee's signature on this Agreement, or such other more current address as Liberty may have for you. Liberty may also give notice to you by e-mail.

## 22. FULL UNDERSTANDING.

This Agreement is the entire agreement between you and Liberty. This Agreement supersedes all other prior oral and written agreements and understandings between you and Liberty with respect to the subject matter herein. Nothing in this or in any related agreement, however, is intended to disclaim the representations Liberty made in the Franchise Disclosure Document Liberty furnished to you.

## 23. 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..

## 24. 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.

## 25. 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 Franchise Agreement. The words "execution," "signed," "signature," and words of similar import in the Franchise 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.

**26. HEADINGS.**

The headings of the various sections of this Agreement have been inserted for reference only and shall not be deemed to have any legal effect or meaning.

**27. GUARANTY**

The Franchisee named at the top of the following page agrees to abide by the terms of this Agreement. The Franchisee signature of an individual or individuals constitutes their personal agreement to such terms. The Franchisee signature of an individual or individuals on behalf of an entity constitutes the entity's agreement to such terms. Only Liberty's CEO is able to sign and bind Liberty to a Franchise Agreement. Any signed agreements, proposals, or other offers made by parties other than the CEO previously defined shall be deemed null and void in their entirety.

The individual signators signing on behalf of Franchisee also agree jointly and severally to perform all the obligations in and relating to this Agreement, including, but not limited to, all obligations related to the covenants not to compete, covenants not to solicit, confidentiality obligations, obligations to make payments specified herein, pay any other promissory notes and other debts due to Liberty, pay for products later ordered from Liberty and the obligations stated in Section 18 above concerning governing law, including but not limited to, the application of Virginia law, the jurisdiction and venue clause, the jury waiver, the class action waiver, and the limitation to compensatory damages only. If the Franchise Agreement is held in the name of a business entity and it is later determined by Liberty that the entity is no longer valid or in good standing with the laws of the applicable state of organization or that an individual has been removed as a part of the business entity pursuant to applicable state law or otherwise, Liberty shall have the right to modify the Franchise Agreement to reflect the then current business structure with the signatures of only those that remain as valid members, officers, partners, directors or sole proprietor of the then current business structure. All Franchisee signators specifically agree to indemnify Liberty, pursuant to the terms of Section 13, related to the removal of parties under this provision. All Franchisee signators waive any right to presentment, demand or notice of non-performance and the right to require Liberty to proceed against the other Franchisee signators. Except as specified herein, no person or entity is a third-party beneficiary of this Agreement.

Signatures on Following Page

**Franchisee:** \_\_\_\_\_ **Entity Number:** \_\_\_\_\_

**SIGNATORS:**

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Signature)

\_\_\_\_\_  
(Printed Name) (Printed Name)

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_  
Ownership Percentage: \_\_\_\_\_% Ownership Percentage: \_\_\_\_\_%

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Signature)

\_\_\_\_\_  
(Printed Name) (Printed Name)

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_  
Ownership Percentage: \_\_\_\_\_% Ownership Percentage: \_\_\_\_\_%

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

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

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date:

## CONSENT FOR USE OF ELECTRONIC DOCUMENTS AND SIGNATURES

By signing below, I consent to use of electronic documents and signatures in connection with operation of the Franchised Business with JTH Tax LLC d/b/a Liberty Tax Service, and its subsidiaries and affiliates ("Liberty Tax Service"). Specifically, you are consenting to the use of electronic documents, e-mail delivery of document, and electronic signatures in connection with operation of the Franchised Business involving you and Liberty Tax Service. You acknowledge that you are providing your consent to receive electronic communications pursuant to 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"). Your consent does not mean Liberty Tax Service must provide the required document electronically. Liberty Tax Service may, at its option, deliver the required document to you on paper should it choose to do so.

You may withdraw your consent to receive electronic documents at any time. In order to withdraw consent, you must notify Liberty Tax Service that you wish to withdraw consent and request that your future documents be provided in paper format.

**Franchisee:** \_\_\_\_\_ **Entity Number:** \_\_\_\_\_

### SIGNATORS:

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Signature)

\_\_\_\_\_  
(Printed Name) (Printed Name)

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

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

## **SCHEDULE “A” TO THE FRANCHISE AGREEMENT**

### **TERRITORY**

The Franchise Territory\* is as follows:

\*Note: When a Territory description includes a road, avenue, street, parkway, highway, route or similar roadway, the Territory includes the U.S. Postal addresses assigned to either side of the roadway. When a Territory description excludes a road, avenue, street, parkway, highway, route or similar roadway, the Territory excludes the U.S. Postal addresses assigned to either side of such roadway. If a map of the Territory is attached, the map approximates the Territory, but the above legal description controls as to the Territory’s precise boundaries.



**SCHEDULE “B-1” TO THE LIBERTY FRANCHISE AGREEMENT**  
**Special Stipulation- Grandfathered Client Exclusion Entity: \_\_\_\_\_**

To the extent of any conflict between the following and the provisions of the Franchise Agreement, the following Special Stipulation (“Stipulation”) shall control:

You elect to pay Liberty an annual fee of \$5.00 per tax preparation client currently served by your tax preparation practice (the “GFC Fee”) and thereby exclude from Gross Receipts the income received from such clients for tax preparation only. You shall furnish to Liberty at the time of the closing of this transaction a list in a form satisfactory to Liberty of the names and social security numbers of these pre-existing clients.

It is further understood that the In-Term and Post-Term Covenants Not to Compete found in Sections 10(a) and 10(b) of the Franchise Agreement shall not apply to tax preparation work for clients covered by this Stipulation.

This Special Stipulation, the accompanying GFC Fee, and list of pre-existing clients, as referenced above, must be fully and completely provided at the time of the closing of this transaction and will not be accepted thereafter.

You shall pay the GFC Fee on each anniversary of the Effective Date of this Stipulation for the Term of your Franchise Agreement.

This Special Stipulation 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 Stipulation by facsimile or in electronic (e.g. “pdf”) format shall be effective as delivery of a manually executed counterpart of this Stipulation. The words “execution,” “signed,” “signature,” and words of similar import in the Stipulation 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.

Except to the extent modified above, the terms of the Franchise Agreement remain in full force and effect. The terms of the Franchise Agreement and this Special Stipulation may only be modified in writing signed by the parties.

**FRANCHISEE:**

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

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

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

Printed Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

## SCHEDULE “B-2” TO THE LIBERTY FRANCHISE AGREEMENT

**Special Stipulation- Multiple Territories**      Entity: \_\_\_\_\_

To the extent of any conflict between the following and the provisions of the Franchise Agreement, this Special Stipulation (the “Stipulation”) shall control:

1.      **Opening Schedule.** You are acquiring franchise territories known as [TERRITORY] and [TERRITORY] (the “Territories”) from JTH Tax LLC d/b/a Liberty Tax Service (“Liberty”), and you and Liberty have agreed that you shall open at least one tax preparation office in each of these Territories pursuant to the following schedule:

Calendar Year Tax Season	Territories in Which to Initially Open an Office
2025	
2026	
2027	

You agree that for Liberty’s consideration in allowing the schedule set forth above, Liberty may keep as non-refundable any and all security deposits and franchise fees you may have paid to Liberty at any time. If you and Liberty do not subsequently agree which territories will open in each of the years specified above, and you subsequently are in breach of this Agreement or another franchise agreement as to duties related to the set up and opening of the territory or territories in question, Liberty may issue a notice to cure and/or terminate any of the territory(ies) up to the amount of territories that were to open that year. For example, if you are to open one (1) territory in a given year out of three (3) territories that you purchase, and you and Liberty do not subsequently agree as to which of the three (3) territories shall open in that year, and you fail to open any office in a timely fashion for that year, Liberty may terminate any one (1) of your franchise agreements of Liberty’s choosing. If you and Liberty subsequently agree which territories will open in a given year, and you breach your duties to set up and open that or those territory(ies), Liberty may serve a notice to cure and/or terminate your franchise agreement as to the unopened territory(ies) only. Liberty may allow changes to this opening schedule, but is under no duty to do so. Liberty requires a change fee of \$3,500 per change. If any of your territory(ies) are terminated or otherwise sold during the years listed above under Calendar Year Tax Season, that decrease in the number of territories shall reduce your obligation to open an office by the last Calendar Year Tax Season listed unless otherwise approved by Liberty.

2.      **Royalties and Advertising Fees.** You shall pay royalties and advertising fees according to the schedule in the applicable Franchise Agreement. However, the age of each of your territories will be deemed to commence from the first (1st) Tax Season during which you have agreed to initially open an office in that territory pursuant to this Stipulation (unless you open an office sooner, then that date will control). For example, for a Territory in which you are to first open an office for the second (2nd) Tax Season following the Effective Date of this Agreement, such Tax Season will be deemed the first year of that Territory for purposes of royalties and advertising fees. This provision shall not apply to purchases of Developed Territories as described in the Franchise Agreement.

3.      **Counterparts.** This Special Stipulation 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 Stipulation by facsimile or in electronic (e.g. “pdf”) format shall be effective as delivery of a manually executed counterpart of this Stipulation. The words “execution,” “signed,” “signature,” and words of similar import in the Stipulation 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.

Except to the extent modified above, the terms of the Franchise Agreement remain in full force and effect. The terms of the Franchise Agreement and this Special Stipulation may only be modified in writing signed by the parties.

**FRANCHISEE:**

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

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

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

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_



## SCHEDULE "B-3 TO THE LIBERTY FRANCHISE AGREEMENT"

Special Stipulation - Accounting and Payroll Services      Entity: \_\_\_\_\_

### LIBERTY TAX SERVICE STIPULATION TO FRANCHISE AGREEMENT FOR ACCOUNTING AND PAYROLL SERVICES OFFERED THROUGH DRAKE

THIS LIBERTY TAX AMENDMENT TO FRANCHISE AGREEMENT FOR ACCOUNTING AND PAYROLL SERVICES ("Stipulation") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_ (the "Stipulation Effective Date") between JTH TAX LLC d/b/a LIBERTY TAX SERVICE ("Liberty") and \_\_\_\_\_ (interchangeably referred to herein as "Franchisee" or "you") for the purpose of supplementing and amending the Liberty Tax Service Franchise Agreement, ("Franchise Agreement"), for the Liberty Tax Service tax preparation office \_\_\_\_\_ operating at \_\_\_\_\_ ("Franchised Business"). Defined terms not otherwise defined herein shall have the meaning attributed to them in the Franchise Agreement.

WHEREAS, the Franchise Agreement authorizes you to operate the Franchised Business and to use Liberty's proprietary system ("System") and Marks only at the location identified in the Franchise Agreement; and

WHEREAS, the System only contemplates the operation of a tax return preparation office and the providing of tax preparation services from the premises of the Franchised Business; and

WHEREAS, Liberty has entered into a Software License Purchase Agreement with Drake Software, a North Carolina limited liability company ("Drake"), to license franchisees to provide accounting and payroll services to the public; and

WHEREAS, you have requested authorization to provide accounting and payroll services to develop and separately operate your own Accounting and Payroll services business (collectively, "Accounting and Payroll Services") from the same premises as the Franchised Business, and to modify the trade name you use for the Franchised Business to reflect the concurrent offer and sale of separate tax preparation services and Accounting and Payroll Services from the Franchised Business; and

WHEREAS, Liberty is willing to provide you the authorization to perform Accounting and Payroll Services from the premises of the Franchised Business and to modify the trade name you use for the Franchised Business to reflect the concurrent offer and sale of separate tax preparation services and Accounting and Payroll Services from the Franchised Business;

NOW THEREFORE, in consideration of the undertakings and commitments set forth herein, the parties agree as follows:

#### 1. Authorization to perform Accounting and Payroll Services.

(a) Subject to the terms and conditions stated in this Stipulation, Liberty authorizes you to perform Accounting and Payroll Services from the premises of the Franchised Business and to use the Permitted Name (defined below) to concurrently offer and sell from the Franchised Business both tax preparation services under the System and Accounting and Payroll Services.

(b) Except as set forth in this Stipulation, your performance of Accounting and Payroll Services will be subject to the general conditions, standards, obligations and duties that the Franchise Agreement imposes on you in connection with the operation of the tax preparation services associated with the Franchised Business, as well as any other conditions, standards, obligations and duties that Liberty elects to impose on you from time to time with respect to this authorization to concurrently perform separate Accounting and Payroll Services from the premises of the Franchised Business. You undertake to observe and abide by all such conditions, standards, obligations and duties related to the concurrent performance of separate Accounting and Payroll Services from the premises of the Franchised Business.

(c) Nothing contained in this Stipulation shall otherwise affect any reservations of rights by Liberty related to the Territory in the Franchise Agreement, or act as a grant of any exclusivity to you as to the performance of Accounting and Payroll Services in the Territory. Any use of the Permitted Name is solely related to use at the premises of the Franchised Business.

2. **Royalties.** You shall pay royalties to Liberty in the amount of 9% (Nine) Percent of revenue generated from the performance of Accounting and Payroll Services from or through the Franchised Business (the “Accounting and Payroll Revenue”) for the right to perform Accounting and Payroll Services from the premises of the Franchised Business. This Accounting and Payroll Revenue shall be deemed Gross Receipts for purposes of determining and paying your royalty or Minimum Royalties under the Franchise Agreement.

3. **Accounting and Payroll Services Not Part of System; Limited Right to Use Modified Marks in the Franchised Business.**

(a) You acknowledge and agree that the performance of Accounting and Payroll Services is not currently an element of the System and, for purposes of this Stipulation, the performance of Accounting and Payroll Services shall not be deemed part of the System. However, Liberty expressly retains the right, now or in the future, to make the performance of Accounting and Payroll Services a mandatory or optional element of the System, or to prohibit the performance of Accounting and Payroll Services from the premises of the Franchised Business or in coordination with any of the Marks. You further acknowledge and agree that Liberty makes no specific representations or warranties regarding the performance of Accounting and Payroll Services, and is not offering or providing any special training, assistance or support with respect to your Accounting and Payroll Services. You must look solely to Drake with respect to the Accounting and Payroll Services for all purposes.

(b) Although the performance of Accounting and Payroll Services is not part of the System, Liberty will permit you to modify your signage and advertising at your Franchised Business to promote your concurrent offer and sale of tax preparation services under the System from the Franchised Business and your Accounting and Payroll Services outside of the System from the Franchised Business. Specifically, you may use the name designated by Liberty from time to time (“Permitted Name”) in connection with the Franchised Business. You further acknowledge and agree that Liberty makes no specific representations or warranties regarding the Permitted Name and its use with respect to the performance of your Accounting and Payroll Services. Liberty or its affiliates may file trademark applications for the Permitted Name in the United States Patent and Trademark Office, but there is no guarantee such application will lead to registration or that you will have protection relating to your use of the Permitted Name.

4. **Signage.** Pursuant to the Franchise Agreement, Liberty must approve all signage, including signage for the Accounting and Payroll Services, prior to such signage being ordered or displayed. Franchisee shall abide by the equipment requirements and specifications of the Franchise Agreement and Operations Manual and any updates thereto.

5. **Grandfather Clients Exclusion.** Subject to the terms herein and Grandfathered Client Exclusion Stipulation, you may elect to exclude from Gross Receipts the income from pre-existing clients who you currently provide accounting, payroll or bookkeeping services to. You shall furnish to Liberty at the time of execution of this Stipulation, a list in a form satisfactory to Liberty of the names and social security number or employer identification numbers of the pre-existing clients.

6. **Indemnification.** In all cases, you will defend, indemnify and hold Liberty, Liberty's parent company, subsidiaries and Affiliated Companies and their employees harmless from all claims, demands, losses, damages, and/or contractual liability (including attorney's fees) to third parties arising from your performance of Accounting and Payroll Services in the same manner required by Section 13 of the Franchise Agreement.

7. **Term and Termination.** The term of this Stipulation will equal the Term of the Franchise Agreement, including any renewal terms or transfers. Notwithstanding the foregoing, Liberty may terminate this Stipulation in its entirety in the event of any of the following:

(a) any law or regulation is passed or issued that is likely, in Liberty's judgment, to have a material adverse effect on the performance of Accounting and Payroll Services from or through the Franchised Business;

(b) Liberty determines that it is in the best interest of the System and Liberty Tax Offices generally to cease authorizing the performance of Accounting and Payroll Services from Franchised Businesses generally;

(c) Liberty determines in its reasonable business judgment that your continued right to perform Accounting and Payroll Services is likely to have an adverse effect on the profitability, financial stability, the brand/reputation of Liberty or operations of the Franchised Business;

(d) Termination of Franchise Agreement by you or Liberty; or

(e) Termination of the underlying agreement between Liberty and Drake.

All of the terms, conditions, obligations, and duties imposed on you in connection with the termination of the Franchise Agreement also apply in relation to the termination of this Stipulation.

8. **Source of Products and Services.** Liberty reserves the right to specify the service provider of the source of products and services authorized under this Stipulation. If Liberty designates a service provider, you may only offer the sale of the products and services authorized under this Stipulation through a service provider we designate. Notwithstanding the foregoing, you may offer the sale of products and services through a service provider other than one designated by Liberty for a business you were engaged in prior to execution of this Stipulation, provided you provide adequate proof of that pre-existing business to Liberty's sole satisfaction. We may modify the authorized service provider under this Stipulation in writing from time to time, and the source of products and services must be provided by the authorized service provider. In the event Liberty designates a service provider different

then the service provider you use under this Stipulation, you must transfer your services under this Stipulation to Liberty's designated service provider within a reasonable time period upon notice not to exceed 12 months. Otherwise, this Stipulation is null and void and shall have no further effect.

9. **Authorization Non-Transferable.** The authorization this Stipulation establishes is not transferable by you, and no person other than you may derive any right to perform Accounting and Payroll Services under the authority of this Stipulation.

10. **Reports and Review.** Liberty may audit, review or request reports related to the Accounting and Payroll Services. You agree to promptly reply to any request by Liberty you further agree, upon request by Liberty, to submit any requested information pertaining to Accounting and Payroll Services rendered, if necessary, on a daily basis. If any review conducted in accordance with this provision finds evidence of under-reporting of revenue from all services and products offered at the Franchised Business (or by remote preparation), Franchisee shall immediately pay to Liberty the additional royalties on the undisclosed amount, pay to Liberty any amounts due based on the amount under-reported. Franchisee shall additionally bear all reasonable costs and expenses of the audit, to be paid upon demand.

11. **Counterparts and Electronic Signature.** This Stipulation 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 Stipulation by facsimile or in electronic (e.g. "pdf") format shall be effective as delivery of a manually executed counterpart of this Stipulation. The words "execution," "signed," "signature," and words of similar import in the Stipulation 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.

12. **Effect on Franchise Agreement.** Except as expressly modified and amended by this Stipulation, the Franchise Agreement will remain in full force and effect. This Stipulation supersedes any prior similar Special Stipulation between the parties with respect to this subject matter.

[COMPLETED AND EXECUTED ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have duly executed and delivered this Stipulation on the day and year first above written.

Accepted and Agreed to:

**FRANCHISEE:**

**FRANCHISOR:**

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

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

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

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE “B-4” TO THE LIBERTY FRANCHISE AGREEMENT**  
**Special Stipulation - Bookkeeping, Payroll, & Advisory Services**

**LIBERTY TAX SERVICE**  
**STIPULATION TO FRANCHISE AGREEMENT FOR**  
**BOOKKEEPING, PAYROLL, AND ADVISORY SERVICES**  
**OFFERED THROUGH XERO**

THIS LIBERTY TAX STIPULATION TO FRANCHISE AGREEMENT FOR BOOKKEEPING, PAYROLL, AND ADVISORY SERVICES (“**Stipulation**”) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_ (the “**Stipulation Effective Date**”) between JTH TAX LLC d/b/a LIBERTY TAX SERVICE (“**Liberty**”) and \_\_\_\_\_ (interchangeably referred to herein as “**Franchisee**” or “**you**”) for the purpose of supplementing and amending the Liberty Tax Service Franchise Agreement (“**Franchise Agreement**”), for the Liberty Tax Service tax preparation office #\_\_\_\_\_ operating at \_\_\_\_\_ (“**Franchised Business**”). Defined terms not otherwise defined herein shall have the meaning attributed to them in the Franchise Agreement. To the extent of any conflict between the following and the provisions of the Franchise Agreement, this Stipulation shall control.

WHEREAS, the Franchise Agreement authorizes you to operate the Franchised Business and to use Liberty’s proprietary system (“**System**”) and Marks only at the location identified in the Franchise Agreement; and

WHEREAS, the System only contemplates the operation of a tax return preparation office and the providing of tax preparation services from the premises of the Franchised Business; and

WHEREAS, Liberty has entered into a Xero Business Plan with Xero, Inc., a Delaware corporation (“**Xero**”), to license franchisees to use Xero’s cloud accounting software program to provide bookkeeping, payroll, and advisory services to the public; and

WHEREAS, you have requested authorization to provide bookkeeping, payroll, and advisory services to develop and separately operate your own bookkeeping, payroll, and advisory services business (collectively, “**Bookkeeping and Payroll Services**”) from the same premises as the Franchised Business, and to modify the trade name you use for the Franchised Business to reflect the concurrent offer and sale of separate tax preparation services and Bookkeeping Services from the Franchised Business; and

WHEREAS, Liberty is willing to provide you the authorization to perform Bookkeeping and Payroll Services from the premises of the Franchised Business and to modify the trade name you use for the Franchised Business to reflect the concurrent offer and sale of separate tax preparation services and Bookkeeping and Payroll Services from the Franchised Business;

NOW THEREFORE, in consideration of the undertakings and commitments set forth herein, the parties agree as follows:

1. **Authorization to perform Bookkeeping Services.**

(a) Subject to the terms and conditions stated in this Stipulation, Liberty authorizes you to perform Bookkeeping and Payroll Services from the premises of the Franchised Business and to use the Permitted Name (defined below) to concurrently offer and sell from the Franchised Business both tax preparation services under the System and Bookkeeping and Payroll Services.

(b) Except as set forth in this Stipulation, your performance of Bookkeeping and Payroll Services will be subject to the general conditions, standards, obligations and duties that the Franchise Agreement imposes on you in connection with the operation of the tax preparation services associated with the Franchised Business, as well as any other conditions, standards, obligations and duties that Liberty elects to impose on you from time to time with respect to this authorization to concurrently perform separate Bookkeeping and Payroll Services from the premises of the Franchised Business. You undertake to observe and abide by all such conditions, standards, obligations, and duties related to the concurrent performance of separate Bookkeeping and Payroll Services from the premises of the Franchised Business.

(c) Nothing contained in this Stipulation shall otherwise affect any reservations of rights by Liberty related to the Territory in the Franchise Agreement, or act as a grant of any exclusivity to you as to the performance of Bookkeeping and Payroll Services in the Territory. Any use of the Permitted Name is solely related to use at the premises of the Franchised Business.

2. **Franchisee Obligations to Xero.** Franchisee shall execute a separate agreement, attached as Schedule A to the Stipulation, with Xero (“Pricing Plan”), on or before the execution of this Stipulation. Franchisee’s failure to comply with any term of the Pricing Plan shall constitute a breach of the Franchise Agreement and this Stipulation.

3. **Fees and Payments.**

(a) **Gross Receipts.** The term “Gross Receipts”, as used herein, shall mean all revenue from the Bookkeeping and Payroll Services offered by the Franchisee after deductions for payments made pursuant to the Pricing Plan.

(b) **Royalties.** For any month that Franchisee offers Bookkeeping and Payroll Services in the Territory, Franchisee shall pay a royalty to Liberty in the amount of 9% of Gross Receipts (“Royalty”).

(c) **Advertising.** Franchisee shall pay to Liberty an advertising fee of 2% of the Gross Receipts each month.

(d) **Payment Period.** You must pay the Royalty owed by the 5th of each month based on Gross Receipts for the preceding month. You must pay advertising fees by the 5th of each month based on Gross Receipts for the preceding month. Liberty reserves the right to modify this payment schedule.

(e) **Bookkeeping and Payroll Services Training Course.** You must pay the fee for the training course required by Xero for each person that enrolls in the course in your Liberty Tax office. The current fee is \$150.00, plus applicable sales tax, which is due to Liberty upon execution of this Stipulation.

4. **Bookkeeping and Payroll Services Training.** Franchisee or any employee of the Franchisee that intends to perform the Bookkeeping and Payroll Services shall attend and successfully complete

the Bookkeeping and Payroll Services Training before they can perform the Bookkeeping and Payroll Services. Any office where the Franchisee offers the Bookkeeping and Payroll Services, Franchisee shall have at a minimum one employee per office who has attended and successfully completed the Bookkeeping and Payroll Services Training. The Franchisee or employee of the Franchisee is not required to attend and successfully complete the Bookkeeping and Payroll Services Training so long as the employee or Franchisee provides sufficient evidence to prove they have taken and passed a college course equivalent to the Bookkeeping and Payroll Services Training. Liberty, in its sole discretion, will determine if the college course qualifies for exemption from the Bookkeeping and Payroll Services Training.

5. **Grandfathered Clients Exclusion.** Income from clients currently receiving Bookkeeping and Payroll Services from the Franchisee (“Grandfathered Clients”) shall be excluded from Gross Receipts. You represent to Liberty that either: a) you do not have a list of Grandfathered Clients to provide to Liberty or b) if you have a list of Grandfathered Clients to provide to Liberty, you will furnish to Liberty, no later than thirty (30) days after the Stipulation Effective Date, a list in a form satisfactory to Liberty of the names and social security numbers of these Grandfathered Clients. The list of pre-existing client names and social security numbers must be fully and completely provided to Liberty within thirty (30) days after the Stipulation Effective Date, and will not be accepted after the end of that period. Furthermore, you agree and acknowledge that should you fail to submit the Grandfathered Clients list as set forth herein, you irrevocably waive your right to provide the list of Grandfathered Clients to Liberty for exclusion from Gross Receipts. Franchisee may use alternative software to provide Bookkeeping and Payroll Services to Grandfathered Clients.

6. **Accounting and Payroll Services Not Part of System; Limited Right to Use Modified Marks in the Franchised Business; Advertising.**

(a) You acknowledge and agree that the performance of Bookkeeping and Payroll Services is not currently an element of the System and, for purposes of this Stipulation, the performance of Bookkeeping and Payroll Services shall not be deemed part of the System. However, Liberty expressly retains the right, now or in the future, to make the performance of Bookkeeping and Payroll Services a mandatory or optional element of the System, or to prohibit the performance of Bookkeeping and Payroll Services from the premises of the Franchised Business or in coordination with any of the Marks. You further acknowledge and agree that Liberty makes no specific representations or warranties regarding the performance of Bookkeeping and Payroll Services.

(b) Although the performance of Bookkeeping and Payroll Services is not part of the System, Liberty will permit you to modify your signage and advertising at your Franchised Business to promote your concurrent offer and sale of tax preparation services under the System from the Franchised Business and your Bookkeeping and Payroll Services outside of the System from the Franchised Business. Specifically, you may use the name designated by Liberty from time to time (“Permitted Name”) in connection with the Franchised Business. You further acknowledge and agree that Liberty makes no specific representations or warranties regarding the Permitted Name and its use with respect to the performance of your Bookkeeping and Payroll Services. Liberty or its affiliates may file trademark applications for the Permitted Name in the United States Patent and Trademark Office, but there is no guarantee such application will lead to registration or that you will have protection relating to your use of the Permitted Name.

7. **Signage and Advertising.** Pursuant to the Franchise Agreement, Liberty must approve all signage and advertising, including signage for the Bookkeeping and Payroll Services, prior to such

signage being ordered or displayed. Liberty will permit you to advertise the Bookkeeping and Payroll Services outside of your Territory, contingent upon Liberty's approval of such advertising. Franchisee shall abide by the equipment requirements and specifications of the Franchise Agreement and Operation Manual and any updates thereto.

8. **Revised Stipulation.** Liberty, at Liberty's sole discretion, may release a revised Bookkeeping Stipulation ("Revised Stipulation"). At the time of expiration of any then current term under this Stipulation, Liberty can require and Franchisee agrees to execute, any then current Revised Stipulation in order to continue offering the products and services hereunder contemplated. Franchisee acknowledges that the terms of the Revised Stipulation may materially differ from the terms of this Stipulation.

9. **Source of Products and Services.** Liberty reserves the right to specify the service provider of the source of products and services authorized under this Stipulation. If Liberty designates a service provider, you may only offer the sale of the products and services authorized under this Stipulation through a service provider we designate. Notwithstanding the foregoing, you may offer the sale of products and services through a service provider other than one designated by Liberty for a business you were engaged in prior to execution of this Stipulation, provided you provide adequate proof of that pre-existing business to Liberty's sole satisfaction. We may modify the authorized service provider under this Stipulation in writing from time to time, and the source of products and services must be provided by the authorized service provider. In the event Liberty designates a service provider different than the service provider you use under this Stipulation, you must transfer your services under this Stipulation to Liberty's designated service provider within a reasonable time period upon notice not to exceed 12 months. Otherwise, this Stipulation is null and void and shall have no further effect.

10. **Other Software and Agreements.** Franchisee shall adhere to all operations manuals, terms of service, terms of conditions, playbooks, Pricing Plans and/or any other manuals or documents, either currently provided or will be provided in the future by Liberty, Xero or any other third party, which contains the terms and/or instructions to provide the Bookkeeping and Payroll Services. Franchisee agrees to use any additional software Liberty, in its sole discretion, designates and sign any agreement necessary, as determined by Liberty, to effectuate the Bookkeeping and Payroll Services hereunder. Franchisee acknowledges that any additional agreements or software required by Liberty under this Section 9 may contain additional costs and requirements that the Franchisee may be liable for.

11. **Confidentiality.** Franchisee hereby reaffirms the confidentiality provisions of the Franchise Agreement and acknowledges and agrees that this Stipulation does not in any way alter the confidentiality provisions of the Franchise Agreement. The Bookkeeping and Payroll Services shall acquire no interest in, or rights to, Liberty's Confidential Information, as defined in the Franchise Agreement.

12. **Insurance and Indemnification.**

(a) Franchisee agrees to comply with the insurance requirements of the Franchise Agreement and the Operations Manual. Moreover, Franchisee agrees to procure and maintain a separate E&O insurance policy or policies in connection with Franchisee's operation of the Bookkeeping and Payroll Services with coverage limits not less than \$1 million per occurrence and \$2 million per aggregate. Franchisee agrees to name Liberty as an additional insured on these policies.

(b) In all cases, you will defend, indemnify and hold Liberty, Liberty's parent company and Affiliated Companies and their employees harmless from all claims, demands, losses, damages, and/or contractual liability (including attorney's fees) to third parties arising from your performance of Bookkeeping and Payroll Services in the same manner required by Section 13 of the Franchise Agreement.

13. **Release.** By executing this Stipulation, you, your officers and principals, individually and on behalf of all heirs, legal representatives, successors and assigns, and each assignee of this Stipulation by accepting assignment of the same, hereby forever releases and discharges Liberty, its past and present employees, agents, officers, area developers, directors, its 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 you against any such persons and entities through the date of this Stipulation, except obligations set forth or re-affirmed herein.

14. **Term and Termination.** The term of this Stipulation will equal the term of the Franchise Agreement, including any renewal terms or transfers. Notwithstanding the foregoing, Franchisor may terminate this Stipulation and Franchisee's right to conduct Bookkeeping and Payroll Services from the premises of the Franchised Business thirty (30) days written notice if (a) any law or regulation is passed or issued that is likely, in Franchisor's judgment, to have a material adverse effect on the conducting of Bookkeeping and Payroll Services as an element of the System (b) Franchisor determines that it is in the best interest of the System to cease the conducting of Booking and Payroll Services under the System and the Marks (c) Franchisee fails to obtain or maintain the insurance coverage required by Section 11 of this Stipulation or (d) Franchisor determines in its reasonable business judgment that Franchisee's continued right to conduct Bookkeeping and Payroll Services is likely to have an adverse effect on the profitability, financial stability or operations of the Franchised Business. All of the terms, conditions, obligations, and duties imposed on Franchisee in connection with the termination of the Franchise Agreement also apply in relation to the termination of this Stipulation.

15. **Authorization Non-Transferable.** The authorization this Stipulation establishes is not transferable by you, and no person other than you may derive any right to perform Bookkeeping and Payroll Services under the authority of this Stipulation.

16. **Counterparts and Electronic Signature.** This Stipulation 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 Stipulation by facsimile or in electronic (e.g. "pdf") format shall be effective as delivery of a manually executed counterpart of this Stipulation. The words "execution," "signed," "signature," and words of similar import in the Stipulation 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.

17. **Effect on Franchise Agreement.** Except as expressly modified and amended by this stipulation, the Franchise Agreement will remain in full force and effect. This Stipulation supersedes any prior similar Special Stipulation between the parties with respect to this subject matter.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Stipulation on the day and year first above written.

**FRANCHISEE:**

\_\_\_\_\_

**FRANCHISOR:**

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

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

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

Printing Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

## Schedule A

### FRANCHISEE PRICING PLAN (PRICING PLAN)

Dear [\_\_\_\_\_],

Xero, Inc. (Xero) and JTH TAX, LLC D/B/A Liberty Tax (Liberty Tax) entered into a Xero Business Plan dated July 2, 2021 (Plan). Under that Plan, certain Liberty Tax franchisees may receive discounts or certain prices on Xero's Services (as defined in Xero's Term of Use) (Discount) and potential access to co-marketing funds, as further described in the Plan and below (Co-Marketing Funds, collectively with the Discounts and any other benefits received by you under the Plan, the Plan Benefits).

Xero is excited to provide you with this following Pricing Plan to access those Plan Benefits. Subject to the terms of the Plan, you may access these Plan Benefits provided that you agree to this Pricing Plan and you and Liberty Tax are at all times in good standing with Xero and its affiliates. This Pricing Plan includes the:

Plan Benefits Schedule

Terms and Conditions

This Pricing Plan is entered into between Xero and the Liberty Tax franchisee identified below (Franchisee or you) and is effective as of the date fully signed (Effective Date).

Very Truly Yours,

\_\_\_\_\_  
[name]

[title]

#### ACKNOWLEDGED AND AGREED:

#### FRANCHISEE:

[INSERT LEGAL NAME of franchisee]

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

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

Title: \_\_\_\_\_

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



## PLAN BENEFITS SCHEDULE

### I. Discount:

Product	Discount or Price
[US/Canadian] Edition Ledgers	
[US/Canadian] Edition Cashbooks	
[US/Canadian] Edition Business Editions	

**List Price** means the current published Xero pricing in effect from time to time and does not include any promotional pricing, introductory offers or discounts. Current List Price may be found at: <https://www.xero.com/us/pricing-plans/>.

Your participation in the Xero Partner Program (including any benefits you receive thereunder) is governed by and described in the Xero Partner Agreement, provided that any discounts or pricing benefits under the Partner Program will not apply (instead, you will receive the pricing and discounts expressly set out in the Plan) and any implementation of Xero Practice Management must be covered by a separate written agreement.

### II. Co-Op Marketing

If you meet certain milestones set out in the Plan, including without limitation, being one of the first 100 of the Liberty Tax franchisees to purchase 25 subscriptions to Xero's Services that meet the activation criteria in the Plan, then Xero and you may mutually agree in writing (including in an email that references this Pricing Plan) to participate in certain co-marketing initiatives (**Co-Marketing Initiatives**). Subject to and in accordance with the terms of the Xero Partner Marketing Guidelines located at <https://www.xero.com/content/dam/xero/pdf/AMER-PartnerToolkit/xero-partner-marketing-fund-guide.pdf> (as amended or updated from time to time in Xero's sole discretion), Xero may reimburse you for eligible pre-approved (in writing) expenses you incur as a result of your participation in Co-Marketing Initiatives (Eligible Expenses). Notwithstanding anything to the contrary in this Pricing Plan or the Plan, Eligible Expenses shall be capped at a maximum of \$2,000[USD/CAD] and subject to the following:

- A. You and Liberty Tax must at all times remain in good standing with Xero and its affiliates; and
- B. You must comply with the terms and conditions of the Plan, the Co-Marketing Initiatives, and the then-current Xero Partner Marketing Guidelines.

You must obtain Xero's express written consent prior to each use of any Xero Brand Element, including, without limitation, in your platform, products, services, marketing materials and/or other assets. As used herein, "Xero Brand Element" means any Xero or Xero affiliate trademark, service mark, name, logo, image, collateral or similar materials, including, without limitation, any such item provided by Xero for marketing and promotional activities in connection with this Pricing Plan.

## TERMS AND CONDITIONS

**Terms and Conditions.** In exchange for receiving the Plan Benefits, you and Xero agree as follows:

- (1) You will at all times remain in compliance with Xero's Terms of Use, Partner Agreement and Xero's Privacy Notice (**Xero Service Terms**), each as may be amended or updated in Xero's sole discretion, and are published at [www.xero.com/about/legal](http://www.xero.com/about/legal). Your participation in the Xero Partner Program is governed by and described in the Xero Partner Agreement. Your and your Clients' use of Xero's Services are governed by Xero's Terms of Use and Xero's Privacy Notice. The Xero Service Terms are entered into between you or your Clients and the applicable Xero entity, as set out in Xero's Terms of Use. "**Client**" means a customer of yours who becomes a user of the Xero Services, where you are the subscriber (as described in Xero's Terms of Use) to the Services for such customer. Xero's Terms of Use are incorporated into this Pricing Plan.
- (2) The terms of this Pricing Plan and the Plan as well as any Plan Benefits are confidential information of Xero under the Xero Terms of Use.
- (3) If a Discount under the Plan is applied to a Xero subscription, then no other discounts or promos (including any discount rates in the Xero Partner Program) may be applied to that subscription.
- (4) Xero may provide reporting on you and your Clients, including without limitation your usage of Xero Services (which may include information about your staff or Clients, the type of Xero offering used by you or each of your Clients, and your and your staff's use of the Xero Services) to Liberty Tax (**Reporting**). You hereby consent to Xero providing this Reporting to Liberty Tax and represent and warrant that you have obtained consents from your staff or Clients for Xero to provide this information to Liberty Tax. Xero shall have no liability in connection with Liberty Tax's use or dissemination of the Reporting.
- (5) Xero may terminate this Pricing Plan, suspend you or your Client's Xero subscriptions, or modify the Plan Benefits at any time in its discretion.
- (6) You represent and warrant that: (a) any terms and conditions you enter into relating to the use of the Xero's Services between you and your Clients do not and will not violate applicable law and do not or will not contradict or supersede the Xero Services Terms; and (b) you will not act as a reseller of Xero's services.
- (7) You agree to indemnify, defend and hold harmless Xero and its affiliates and its and their respective employees, officers, directors, representatives, contractors or agents from any and all claims brought by your staff or Clients regarding the Xero Services or any Reporting provided by Xero to Liberty Tax.
- (9) Xero may provide Conversions (as defined below) for Clients. "**Conversion**" refers to services which are provided by a third party (each, a **Conversion Services Provider**) to convert Xero customer data to a format recognized by the Xero platform. You will provide the Conversion Services Provider with all assistance required to facilitate the Conversions. You agree that neither Xero nor the Conversion Services Provider are responsible for any error in the data as provided to Xero or the Conversion Services Provider by you. Xero and the Conversion Services provider disclaim any and all liability for any such errors. You are solely responsible for selecting the Clients that will receive a Conversion and for collecting and providing the data necessary for the Conversion Services Provider

to conduct the Conversions. You represent and warrant that prior to providing such data to Xero or to the Conversion Services Provider, you will obtain all permissions and consents necessary for you to provide such data to the Conversion Services Provider or to Xero for the Conversions (which you acknowledge may result in the data of the Clients being transmitted outside of the [United States/Canada]), and in doing so you do not and will not breach any agreement between you and your Client(s) or any applicable laws, including any privacy laws. You agree to indemnify Xero and its affiliates, to the fullest extent, from and against any and all liability for any complaint, claim, dispute or actual or potential litigation by any third party (including a Client or a Conversion Services Provider) arising out of or otherwise relating to any Conversions provided by a Conversion Services Provider (including, for the avoidance of doubt, any breach or alleged breach of any applicable privacy or other laws). You agree that Conversions may be subject to additional terms and conditions of the Conversion Services Provider or Xero.

(10) ANY PLAN BENEFITS AVAILABLE TO YOU UNDER THIS PRICING PLAN OR THE PLAN ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, XERO EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING ANY PLAN BENEFITS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(11) TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, XERO’S AGGREGATE LIABILITY UNDER THIS PRICING PLAN IS \$100 [USD/CAD].

(12) This Pricing Plan shall expire upon July 2, 2025, or sooner upon written notice by Xero. Xero may extend the term of this Pricing Plan upon written notice by Xero, whereby the Pricing Plan shall continue on a month-to-month basis until Xero provides written notice to you that the Pricing Plan is terminated.

**SCHEDULE “B-5” TO THE LIBERTY FRANCHISE AGREEMENT**  
**Special Stipulation - Rent-To-Own Territory**

To the extent of any conflict between the following and the provisions of the Franchise Agreement, this Special Stipulation shall control. Capitalized terms used herein shall have the meanings ascribed to them in the Franchise Agreement.

1. **Rental Territory.** You agree to operate the territory (“**Rental Territory**”) as described below and on Schedule A attached hereto for the tax season of January 2, 2025, to April 30, 2025 (“**Trial Year Tax Season**”). This Rental Territory shall be deemed part of your existing franchise agreement for territory \_\_\_\_, and not a new franchise. Except as modified by this Special Stipulation, the rights, duties and obligations in your existing franchise agreement relates shall control as to the Rental Territory. You specifically agree that the covenants in Section 10 of your Franchise Agreement will apply to the Rental Territory, regardless of whether you purchase the Rental Territory.

**Rental Territory:**

2. **Fees.** The parties agree that no Royalties (as defined in the Franchise Agreement) shall be due for the Rental Territory for the period ending April 30, 2025, and you shall not be obligated to pay an advertising fee of 5% of Gross Receipts to Liberty with respect to the Rental Territory for the Trial Year Tax Seasons.
3. **Opening.** You agree to open a tax preparation office in the Rental Territory **no later than January 31, 2025**. Failure to do so will result in the termination of this Special Stipulation, and the revocation of your right to operate a tax preparation office in the Rental Territory.
4. **EFIN.** You agree to obtain an EFIN from the IRS no later than December 31, 2024, and provide satisfactory documentation to Liberty, in Liberty’s determination, on or before December 31, 2024.
5. **Purchase of Rental Territory.**
  - a. **If you decide not to purchase the Rental Territory, you must notify your Field Consultant in writing of your election not to purchase the Rental Territory no later than March 31, 2025.** Further, if you elect not to purchase the Rental Territory, you will continue to perform all of your obligations with respect to offices opened within the Rental Territory throughout the Trial Year Tax Seasons, including but not limited to, maintaining required office hours during Tax Season. You will deliver to Liberty, at a location to be determined by Liberty, all customer files and contact information for the Rental Territory no later than April 30, 2025. In addition, all further revenue associated with the Rental Territory, along with the future right to service the customers of the Rental Territory, shall belong to Liberty or Liberty's designee.

- b. **If you decide to purchase the Rental Territory, you shall notify your Field Consultant of your decision to purchase on or before March 31, 2025.** Upon notification, Liberty will send to you the then-current applicable Liberty Franchise Disclosure Document (“FDD”) and a separate franchise agreement for the Rental Territory. You must review and hold the FDD at least fourteen (14) calendar days. If this Rental Territory is not purchased by **April 30, 2025**, the offer to sell the Rental Territory is rescinded and you shall have no further rights to the Rental Territory.
  - i. If you elect to purchase the Rental Territory, for the purposes of the new franchise agreement you enter into for the Rental Territory, Section 4 of the new franchise agreement shall be modified to provide that the Initial and Resale Franchise Fee is \$0.00.
  - ii. If you purchase the Rental Territory, for the purposes of Section 4(d) of the new franchise agreement you enter into for the Rental Territory, the 2026 Tax Season will constitute “Year One,” the 2027 Tax Season will be deemed “Year Two,” the 2028 Tax Season will be deemed “Year Three” etc.
- 6. This Special Stipulation 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 Special Stipulation by facsimile or in electronic (e.g. “pdf”) format shall be effective as delivery of a manually executed counterpart of this Special Stipulation. The words “execution,” “signed,” “signature,” and words of similar import in the Special Stipulation 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.

Except to the extent modified above, the terms of the Franchise Agreement remain in full force and effect. The terms of the Franchise Agreement and this Special Stipulation may only be modified in writing signed by all of the parties.

*Signature Page to Follow*

**FRANCHISEE:**

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

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

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Schedule A**  
**Rental Territory**

\*Note: When a Territory description includes a road, avenue, street, parkway, highway, route or similar roadway, the Territory includes the U.S. Postal addresses assigned to either side of the roadway. When a Territory description excludes a road, avenue, street, parkway, highway, route or similar roadway, the Territory excludes the U.S. Postal addresses assigned to either side of such roadway. If a map of the Territory is attached, the map approximates the Territory, but the above legal description controls as to the Territory's precise boundaries.

## SCHEDULE “B-6” TO THE LIBERTY FRANCHISE AGREEMENT VIRTUAL TERRITORY AMENDMENT

**THIS VIRTUAL TERRITORY AMENDMENT (“Amendment”)**, effective as of \_\_\_\_\_ 2024 (“**Effective Date**”), modifies and amends the Franchise Agreement dated \_\_\_\_\_ 202\_\_ (“**Franchise Agreement**”) by and between JTH Tax LLC d/b/a Liberty Tax Service, a Delaware limited liability company with a business address at 2387 Liberty Way, Virginia Beach, VA 23456 (“**Liberty**”) and the Franchisee identified in the signature block of this Amendment (“**Franchisee**”), with respect to territory \_\_\_\_\_ (the “**Territory**”). Capitalized terms are used in this Amendment with the meanings assigned in the Franchise Agreement. To the extent of any conflict or inconsistency between the provisions of this Amendment and the Franchise Agreement, the provisions of this Amendment will control.

**1. Grant of Virtual Territory.** Notwithstanding the existing Territory under the Franchise Agreement, Liberty hereby grants to Franchisee, for a one-year term and no additional new consideration, and Franchisee hereby accepts, the right to offer virtual tax services to customers in the geographic area in territory \_\_\_\_\_ (the “**Virtual Territory**”). See Exhibit A for map and legal description of the Virtual Territory.

**2. Conditions and Exclusions related to the Virtual Territory.** Franchisee acknowledges and agrees that Franchisee will conduct operations in the Virtual Territory through Franchisee’s existing office(s) in the same manner and subject to the same terms and conditions that Franchisee conducts operations in Franchisee’s existing offices (including but not limited to the payment of Royalties), except as follows:

a. Franchisee must conduct operations in the Virtual Territory on a virtual basis from or through Franchisee’s existing office(s) for the 2024 Tax Season, and may not open or operate a brick-and-mortar tax office in the Virtual Territory.

b. The grant of rights to the Virtual Territory is not exclusive, and Liberty may concurrently conduct virtual or other operations in the Virtual Territory at the same time.

c. Liberty may in the future offer and sell a franchise to a third party to open a brick-and-mortar Liberty Tax office in all or a portion of the Virtual Territory, in which case Liberty will notify Franchisee that the rights to conduct operations in the Virtual Territory pursuant to this Amendment will be unilaterally modified or terminated upon the commencement of such third party to accommodate such franchise sale.

d. This Amendment and the grant of rights to the Virtual Territory will automatically expire without requirement for any notice to Franchisee if the Franchise Agreement expires or is terminated pursuant to its terms.

e. The right to market in the Virtual Territory shall be limited to only within the Territory specified herein. The right to operate the Virtual Territory shall not be deemed a granting of the right by Franchisor to Franchisee to operate any other Virtual location, either currently or in the future.



f. Franchisee agrees and acknowledges that the Virtual Territory is being granted with the understanding that Franchisee shall prepare and submit for IRS e-filing a minimum of 100 returns. If Franchisee fails to meet the minimum threshold, then Liberty Tax may terminate this Amendment.

g. The Virtual Territory is a new and unproven method of operation for the Liberty System that may include certain new logos, configurations, systems, and/or technology solutions (including, without limitation, hardware, software, and firmware). The actual costs, expenses, and financial and operational impact of Franchisee's virtual operation and the required components thereof have not yet been determined. Operation of Franchisee's virtual tax preparation services entails financial, operational and other risks that Franchisee agrees to assume. There is no assurance or guarantee as to the profitability or success of the operation of Franchisee's Virtual Territory, and Liberty Tax makes no representation of any kind in this regard. Franchisee represents that Franchisee has made its own independent assessment of the operation of the virtual territory and assumes any and all financial and other risks associated therewith.

h. Franchisee represents and warrants that in receiving the grant of the Virtual Territory hereunder, that during the effective term of this Agreement Franchisee is able to service Clients in the Virtual Territory and market in same. However, upon the expiration or termination of this Agreement, Franchisee does not acquire any right or the ability to continue to service customers generated from the Virtual Territory in Franchisee Non-Virtual Territory i.e. Franchisee cannot transfer the client over to its other Territory(s). Upon expiration or termination of this Agreement, Franchisee shall immediately deliver to Liberty Tax all virtual customer list and information. Franchisee represents and warrants that it will not attempt to divert any virtual customers of the franchised business or do or perform directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Virtual Tax Program.

i. Franchisee will operate Franchisee's Virtual Territory in strict conformity with the Franchise Agreement, the Operations Manual, and all such other standards and specifications prescribed by Liberty Tax. Franchisee shall fully implement all of the equipment and operational components necessary for the operation of Franchisee's Virtual Territory. Failure to comply with Liberty Tax's prescribed standards and specifications without specific prior written approval from Liberty Tax may result in a default under this Addendum and/or the Franchise Agreement, and may disqualify Franchisee from further participation in the operation of a Virtual Territory in addition to any other rights or remedies Liberty Tax may have under the Franchise Agreement and this Addendum.

j. Franchisee agrees to pay a royalty to Liberty in the amount of 14% of Gross Receipts, and an advertising fee of 5% of Gross Receipts, during the term of this Amendment.

**3. Acknowledgment of Renewal Exemption.** The parties acknowledge and agree that the entry into this Amendment by Franchisee is an exempt transaction under applicable federal and state law and does not require Liberty to prepare or provide Franchisee a franchise disclosure document. Specifically, Franchisee represents and warrants that (a) Franchisee is an existing franchisee of Liberty; (b) Franchisee is currently operating the Franchised Business from one or more existing offices in the Territory; and (c) there will be no initial fee or additional initial

investment with respect to the virtual expansion of Franchisee's existing Franchised Business into the Virtual Territory under the Franchise Agreement.

**4. Effect on Franchise Agreement.** Except as expressly modified and amended by this Amendment, the Franchise Agreement shall continue in full force and effect; provided that for the avoidance of doubt a breach of this Amendment will be deemed a breach of the Franchise Agreement subject to the same rights and obligations of the parties thereunder.

**5. Entire Agreement.** This Addendum and the Franchise Agreement sets forth the entire agreement between the parties concerning Franchisee's request to operate a Virtual Territory and incorporates all prior discussions, negotiations, agreements and understandings. Except for those permitted to be made unilaterally by Liberty Tax hereunder, no alteration, amendment, change or addition to this Addendum will be binding unless in writing and signed by all of the parties. This Addendum does not modify the terms of the Franchise Agreement except as specifically stated herein. The parties acknowledge and agree that the Franchise Agreement, as modified by this Addendum, is ratified and shall continue in full force and effect.

**6. RELEASE:** Franchisee hereby releases and forever discharges Liberty Tax, any parent, subsidiary, related entity, shareholder, and affiliate of Liberty Tax, its respective officers, directors, members, employees, agents, contractors and its respective successors, assigns, heirs and personal representatives (the "Released Parties") from any and all claims, demands, rights and causes of action of any kind that Franchisee now has or will have in the future, whether known or unknown, arising out of the offer, sale, administration, performance, default, and/or termination of the Franchise Agreement, including any claims or causes of action arising out of alleged misrepresentations, fraud, breaches of contract (based upon implied, express, estoppel, waiver, or alternative theories of contractual obligation), negligence, or breach of any alleged special, trust, agency or fiduciary relationship (if any), whether asserted or proposed to be asserted by way of claim, setoff, affirmative defense, counterclaim, cross-claim or third party claim. **THIS RELEASE EXPRESSLY INCLUDES, BUT IS NOT LIMITED TO, ANY ACT OR OMISSION OF NEGLIGENCE, FRAUD, MISREPRESENTATIONS, BREACH OF FIDUCIARY DUTIES, BREACH OF WARRANTIES, BREACH OF CONTRACT, AND ANY EXTRA-CONTRACTUAL CLAIMS COMMITTED OR ALLEGEDLY COMMITTED BY THE RELEASED PARTIES.** This Release shall survive termination of the Franchise Agreement, as modified by this Addendum, and is in addition to any other release or similar agreement in the Franchise Agreement or other agreement between Liberty Tax and Franchisee. With regard to any acts or omissions covered under this Release, Franchisee agrees not to commence any action, lawsuit, or legal proceeding, or file any charge or complaint with any federal, state, or local agency, against the Released Parties.

*Signature Page to Follow*

**FRANCHISEE**

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

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

Title: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

**Exhibit A**  
**Territory Description and Map**

\*Note: When a Territory description includes a road, avenue, street, parkway, highway, route or similar roadway, the Territory includes the U.S. Postal addresses assigned to either side of the roadway. When a Territory description excludes a road, avenue, street, parkway, highway, route or similar roadway, the Territory excludes the U.S. Postal addresses assigned to either side of such roadway. If a map of the Territory is attached, the map approximates the Territory, but the above legal description controls as to the Territory's precise boundaries.

## 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: \_\_\_\_\_

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. 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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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: \_\_\_\_\_

Title: \_\_\_\_\_

## WASHINGTON 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. Washington Franchise Investment Protection Act provides rights to you concerning nonrenewal and termination of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act shall control.
2. If you are required in the Franchise Agreement to execute a release of claims, such release shall exclude claims arising under the Washington Franchise Investment Protection Act; except when the release is executed under a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Franchise Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.
3. 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. If the Franchise Agreement requires that it be governed by a state’s law, other than the State of Washington, and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act shall control.
5. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
6. 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.
8. Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchise brokers under the laws of Washington.
9. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.



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

The undersigned does hereby acknowledge receipt of this Addendum.

**FRANCHISEE**

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

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

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

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

Printed Name: \_\_\_\_\_

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: \_\_\_\_\_

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 signatories below waive any right to require that Liberty proceed against the other signatories.

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, 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. ("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 signatories below waive any right to require that Liberty proceed against the other signatories.

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):

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Signature of Maker

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Signature of Maker

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Printed Name of Maker

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Printed Name of Maker

Home Address:

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Home Address:

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**PROMISSORY NOTE AND SECURITY AGREEMENT- FAC (RTO)  
(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 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.

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 signatories below waive any right to require that Liberty proceed against the other signatories.

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):

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Signature of Maker

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Signature of Maker

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Printed Name of Maker

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Printed Name of Maker

Home Address:

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Home Address:

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**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 signatories below waive any right to require that Liberty proceed against the other signatories.

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 signatories below waive any right to require that Liberty proceed against the other signatories.

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):**

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Signature of Maker

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Signature of Maker

---

Printed Name of Maker

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Printed Name of Maker

Home Address:

Home Address:

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**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, pursuant to Liberty's Automatic Payment Transfer program, all of the tax preparation, transmitter, software, and electronic filing fees, any rebates that the Maker receives from bank products or customers who purchase bank products and all other revenue due to 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 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 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 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.

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):**

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Signature of Maker

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Signature of Maker

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Printed Name of Maker

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Printed Name of Maker



Home Address:

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Home Address:

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**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, 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 ("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 signatories below waive any right to require that Liberty proceed against the other signatories.

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 being 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 listed in Schedule C of this Agreement. 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 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:**

**SELLER:**

**PURCHASER:**

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

By: \_\_\_\_\_  
(NAME)

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
(NAME)

## **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 or SiempreTax+ franchisee pursuant to a valid, Liberty or SiempreTax+ 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.

## **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**  
**(Sell LTS, No ST FA)**

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  
New York, New York 10005

C T Corporation System  
187 Wolf Road  
Albany, New York 12205

**NORTH CAROLINA**

C T Corporation System  
160 Mine Lake Court  
Suite 200  
Raleigh, North Carolina 27615

**NORTH DAKOTA**

C T Corporation System  
120 West Sweet Avenue  
Bismarck, North Dakota 58504

**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  
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 4<sup>th</sup> 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](mailto: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 7<sup>th</sup> 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 Department of Law  
Investor Protection Bureau  
28 Liberty St. 15<sup>th</sup> Fl  
New York, NY 10005  
212-416-8222

### NORTH DAKOTA

North Dakota Securities Department  
600 East Boulevard Avenue,  
State Capitol, 14<sup>th</sup> Floor, Dept 414  
Bismarck, ND 58505-0510  
701-328-4712

### 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, 2<sup>nd</sup> 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

**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, 9<sup>th</sup> Floor  
Richmond, VA 23219  
(804) 371-9051

**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, 2023)**

(chart begins on the following page)

<b>Entity Name</b>	<b>Owner First Name</b>	<b>Owner Last Name</b>	<b>Office Address</b>	<b>Office City</b>	<b>Office State</b>	<b>Office Zip</b>	<b>Phone Number</b>
AKBS LLC	Cheryl	LaBrie	2932 C Street	Anchorage	AK	99503	(907) 268-8912
AKBS LLC	Cheryl	LaBrie	300 E. Diamond Blvd	Anchorage	AK	99515	(907) 268-8912
AKBS LLC*	Cheryl	LaBrie	TBD	Anchorage	AK	TBD	(907) 268-8912
Dolores M. Antesberger	Dolores	Antesberger	3580 Airport Way	Fairbanks	AK	99709	(907) 888-8855
Perfect Circle Incorporated	Rhonda	Hughes	3400 E Cottle Loop	Wasilla	AK	99654	(907) 631-1216
Perfect Circle Incorporated	Rhonda	Hughes	244 Sylvan Rd	Wasilla	AK	99654	(907) 631-1216
Ginger F. Ausban	Ginger	Ausban	4461 US Hwy 431	Albertville	AL	35950	(404) 277-5687
JAB LLC	Jack	Williams	630 C Southern Jefferson Street	Athens	AL	35611	(907) 350-4119
The Far Rock Inc.	Joel	George	315 19 <sup>th</sup> Street N	Bessemer	AL	35020	(516) 660-9380
Mr. Big Dreams Inc	Karisma	Page	1401 3 <sup>rd</sup> Avenue West	Birmingham	AL	35208	(570) 460-8391
The Far Rock Inc.	Joel	George	1659 Pearsons Ave SW	Birmingham	AL	35211	(516) 660-9380

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
The Far Rock Inc	Joel	George	2908 25 <sup>TH</sup> Street N	Birmingham	AL	35207	(516) 660-9380
The Far Rock Inc.	Joel	George	6521 1 <sup>st</sup> Avenue N	Birmingham	AL	35206	(516) 660-9380
Martha Drake	Martha	Drake	1626 2 <sup>nd</sup> Ave SW	Cullman	AL	35055	(256) 339-2681
Foy Financial Inc	William	Foy	1880 S Oates Street	Dothan	AL	36301	(334) 494-4663
Foy Financial Inc	William	Foy	600 Boll Weevil Circle	Enterprise	AL	36330	(334) 494-4663
Mr. Big Dreams Inc *	Karisma	Page	TBD	Fairfield	AL	TBD	(570) 460-8391
JAB LLC	Jack	Williams	601 Gault Avenue	Fort Payne	AL	35967	(907) 350-4119
Doris Melton	Doris	Melton	317 Walker Chapel Road	Fultondale	AL	35068	(205) 337-1124
Ginger F. Ausban	Ginger	Ausban	1708 Gunter Avenue	Guntersville	AL	35976	(404) 277-5687
Debby D. Hallman	Debby	Hallman	1807 11 <sup>th</sup> Avenue	Haleyville	AL	35565	(205) 269-0246
Cash Money Corporation	Corey	Miller	240 Hwy 31 SW	Hartselle	AL	35640	(256) 520-2680
Cash Money Corporation	Corey	Miller	519 Jordan Lane NW	Huntsville	AL	35805	(256) 520-2680
Regal Ventures LLC	Sherree	Knox	8408 Whitesburg Drive S	Huntsville	AL	35802	(256) 279-7061
JAB LLC	Jack	Williams	1002 Hwy 78 W	Jasper	AL	35501	(907) 350-4119
Tammy Silcox	Tammy	Silcox	6428 Airport Drive	Mobile	AL	36608	(251) 402-2279
JAB LLC	Jack	Williams	201 Veterans Hwy	Scottsboro	AL	35768	(907) 350-4119

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
JAB LLC	Jack	Williams	1306 E Highland Ave	Selma	AL	36703	(907) 350-4119
JAB LLC	Jack	Williams	24 A Broadway Ave N	Sylacauga	AL	35150	(907) 350-4119
Edward Allen	Edward	Allen	1425 Martin Luther King Jr Blvd	Tuscaloosa	AL	35401	(205) 903-7522
Lisa Moix	Lisa	Moix	2275 Harrison St	Batesville	AR	72501	(479) 774-4748
Arthur L. Hall	Arthur	Hall	1800 N. Reynolds Rd	Bryant	AR	72022	(501) 681-6208
Wm. Murray Michael and Hunter Holcomb	Murray	Michael	1002 S Pine St	Cabot	AR	72023	(501) 380-5730
Greg Massey	Greg	Massey	1903 Harkrider St	Conway	AR	72032	(501) 679-5312
Amber N Tejada	Amber	Tejada	3039 N College Ave	Fayetteville	AR	72703	(479) 220-0075
Amber N Tejada	Amber	Tejada	993 N Shiloh Drive	Fayetteville	AR	72701	(479) 220-0075
BMH Enterprises LLC*	Bret	Hardee	TBD	Fort Smith	AR	TBD	(806) 441-4497
BMH Enterprises LLC	Bret	Hardee	2600 S Zero	Fort Smith	AR	72901	(806) 441-4497
Greg Massey	Greg	Massey	57 South Broadview	Greenbrier	AR	72058	(501) 679-5312
Lisa Moix	Lisa	Moix	1323 Hwy 25B N	Heber Springs	AR	72543	(479) 774-4748
CJ Accounting Inc	Cheryl	Nichols	1907 Central Ave	Hot Springs	AR	71901	(501) 262-8579

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
CJ Accounting Inc	Cheryl	Nichols	1557 Airport Road	Hot Springs	AR	71913	(501) 262-8579
Money Enterprises Inc.	Darren	Money	104 North James Street	Jacksonville	AR	72076	(501) 281-1088
Aaron Kious	Aaron	Kious	2810 E Highland Dr	Jonesboro	AR	72401	(870) 761-1830
Aaron Kious	Aaron	Kious	1700 E Johnson Ave	Jonesboro	AR	72401	(870) 761-1830
Aaron Kious	Aaron	Kious	405 Southwest Dr	Jonesboro	AR	72401	(870) 761-1830
Arthur L. Hall	Arthur	Hall	3408 S University Ave	Little Rock	AR	72204	(501) 681-6208
Arthur L. Hall	Arthur	Hall	8604 Geyer Springs Rd	Little Rock	AR	72209	(501) 681-6208
Arthur L. Hall	Arthur	Hall	10500 W Markham St	Little Rock	AR	72205	(501) 681-6208
R&R Partnership LLP	Chris	Robinson	1215 West Court	Paragould	AR	72450	(870) 215-3334
Arthur L. Hall	Arthur	Hall	2610 W 28th Ave	Pine Bluff	AR	71603	(501) 681-6208
Lisa Moix	Lisa	Moix	1808 E Main	Russellville	AR	72801	(479) 774-4748
Money Enterprises Inc.	Darren	Money	700 S Main St	Searcy	AR	72143	(501) 281-1088
Amber N Tejada	Amber	Tejada	7022 W Sunset Ave	Springdale	AR	72762	(479) 220-0075
Mark Hawkins and Christal Hawkins	Mark	Hawkins	200 E Martin Luther King Blvd	Texarkana	AR	71854	(903) 908-5970
Laren G. Richardson	Laren	Richardson	21 S Signal Butte	Apache Junction	AZ	85120	(480) 467-8879

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Inexodus LLC	Bayo	Ogundele	1453 N Dysart Rd	Avondale	AZ	85323	(602) 625-9938
Bobcat Tax LLC	Christopher	Olsen	1115 E Florence Blvd	Casa Grande	AZ	85122	(360) 593-0522
Weis Group LLC	Richard	Weisenberg	1201 N Pinal Ave	Casa Grande	AZ	85122	(480) 363-0120
Main Street Tax Services LLC	Luis	Ramirez	1004 N Arizona Ave	Chandler	AZ	85225	(480) 404-9992
My Tax People LLC	Sherry	Schweitzer	590 N Alma School Rd	Chandler	AZ	85224	(480) 266-1517
Bobcat Tax LLC	Christopher	Olsen	184 N Arizona Blvd	Coolidge	AZ	85128	(360) 593-0522
Laura Ihrman	Laura	Ihrman	657 E Cottonwood St	Cottonwood	AZ	86326	(928) 301-1192
Inexodus LLC	Bayo	Ogundele	406 N Litchfield RD	Goodyear	AZ	85338	(602) 625-9938
Weis Group LLC	Richard	Weisenberg	20800 N John Wayne Pkwy	Maricopa	AZ	85139	(480) 363-0120
Time to File LLC	Nicolle	Dykstra	1221 S Gilbert Rd	Mesa	AZ	85204	(480) 695-9406
Arizona Tax Associates LLC	Michael	Lepore	1225 W Main St	Mesa	AZ	85201	(602) 725-2766
Arizona Tax Associates LLC	Michael	Lepore	1976 W Southern Ave	Mesa	AZ	85202	(602) 725-2766
Laren G. Richardson	Laren	Richardson	345 S Power Rd	Mesa	AZ	85206	(480) 467-8879
Lawrence Bruce	Lawrence	Bruce	5052 S Power Rd 104	Mesa	AZ	85212	(702) 969-9340
Lawrence Bruce	Lawrence	Bruce	6671 E Baseline Rd	Mesa	AZ	85206	(702) 969-9340
Lucindy Anderson	Lucindy	Anderson	9015 W Union Hills Dr	Peoria	AZ	85382	(623) 329-7389



Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Laura Ihrman*	Laura	Ihrman	TBD	Peoria	AZ	TBD	(928) 301-1192
Laura Ihrman*	Laura	Ihrman	TBD	Peoria	AZ	TBD	(928) 301-1192
Marla Carmona LLC	Marla	Carmona	1524 W Bell Rd	Phoenix	AZ	85023	(520) 250-5001
Shelly Barrett	Shelly	Barrett	1607 N 7th Ave	Phoenix	AZ	85007	(602) 488-5357
Lion Tax LLC	Larissa	Leao Clark	1920 W Camelback Rd	Phoenix	AZ	85015	(480) 606-8987
Marla Carmona LLC	Marla	Carmona	2330 E McDowell Rd	Phoenix	AZ	85006	(520) 250-5001
Marla Carmona LLC	Marla	Carmona	3428 W Bell Rd	Phoenix	AZ	85053	(520) 250-5001
Lion Tax LLC	Larissa	Leao Clark	4266 W Thomas Rd	Phoenix	AZ	85019	(480) 606-8987
Lion Tax LLC	Larissa	Leao Clark	4501 E Thomas Rd	Phoenix	AZ	85018	(480) 606-8987
Universal Services #13 LLC	Annalisa	Espericueta	4757 E Greenway Rd	Phoenix	AZ	85032	(602) 679-3989
Christopher Foulkes	Christopher	Foulkes	4818 N 35th Ave	Phoenix	AZ	85017	(703) 531-9117
Shelly Barrett	Shelly	Barrett	5410 S Central Ave	Phoenix	AZ	85040	(602) 488-5357
Lion Tax LLC	Larissa	Leao Clark	6025 N 27th Ave	Phoenix	AZ	85017	(480) 606-8987
Christopher Foulkes	Christopher	Foulkes	8310 W Thomas Rd	Phoenix	AZ	85037	(703) 531-9117
Christopher Foulkes*	Christopher	Foulkes	TBD	Phoenix	AZ	TBD	(703) 531-9117

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Laura Ihrman*	Laura	Ihrman	TBD	Phoenix	AZ	TBD	(928) 301-1192
Talley Enterprises Inc	Lorraine	Harmon	2960 N Hayden Rd	Scottsdale	AZ	85251	(480) 390-1837
SCB LLC	Sean	Bowen	999 E Fry Blvd	Sierra Vista	AZ	85635	(520) 784-1131
Kleinfeld Business Services Inc.	Barbara	Kleinfeld	1740 E Broadway Rd	Tempe	AZ	85282	(480) 421-1382
SCB LLC	Sean	Bowen	4231 E 22nd St	Tucson	AZ	85711	(520) 784-1131
SCB LLC	Sean	Bowen	4893 E Speedway Blvd	Tucson	AZ	85712	(520) 784-1131
SCB LLC	Sean	Bowen	625 E Wetmore Rd	Tucson	AZ	85705	(520) 784-1131
SCB LLC*	Sean	Bowen	TBD	Tucson	AZ	TBD	(520) 784-1131
Obed Mutanya	Obed	Mutanya	7200 E Broadway Blvd	Tucson	AZ	85710	(520) 449-5059
M 4 Consulting LLC*	Martin	Garcia	TBD	Yuma	AZ	TBD	(626) 589-5400
Don Kim	Don	Kim	14196 Hwy 395	Adelanto	CA	92301	(310) 882-8198
America Enterprise Inc	Chungman	Ho	51 S Garfield Ave	Alhambra	CA	91801	(626) 297-8547
America Enterprise Inc	Chungman	Ho	1120 W Valley Blvd	Alhambra	CA	91803	(626) 297-8547
EasyMax Inc.	Sun	Kim	3008 W Lincoln Ave	Anaheim	CA	92801	(714) 588-3355
North OC Financial Services Inc	Karen	Miranda	1211 South Euclid Sreet	Anaheim	CA	92802	(323) 537-2944

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
North OC Financial Services Inc	Karen	Miranda	1027 North State College Blvd	Anaheim	CA	92806	(323) 537-2944
NORCAL LTS Inc	Shavi	Sandhu	2081 Balls Ferry Rd	Anderson	CA	96007	(530) 713-3120
Agustin Lopez	Agustin	Lopez	2743 Hillcrest Ave	Antioch	CA	94531	(925) 209-5090
James Okeigwe	James	Okeigwe	2358 Buchanan Rd	Antioch	CA	94509	(925) 755-8230
Don Kim	Don	Kim	20920 Bear Valley Rd	Apple Valley	CA	92308	(310) 882-8198
KPL Tax Group Inc.	Kimberly	Le	11822 E Artesia Blvd	Artesia	CA	90701	(562) 256-4477
Azusa Canyon Enterprises LLC	Loren	Oesterle	546 N Azusa Ave	Azusa	CA	91702	(626) 665-7464
RTA Tax Service LLC	Raymond	Alexander	6401 White Lane	Bakersfield	CA	93309	(661) 573-9462
Kayla S. Ferre and Laura Y. Gillet	Kayla	Ferre	5620 California Ave	Bakersfield	CA	93309	(661) 412-0626
Kayla S. Ferre and Laura Y. Gillet	Kayla	Ferre	5113 Ming Ave	Bakersfield	CA	93309	(661) 412-0626
Kayla S. Ferre and Laura Y. Gillet	Kayla	Ferre	5113 Ming Ave	Bakersfield	CA	93309	(661) 412-0626
Sherri A. Morgan	Sherri	Morgan	1213 Airport Dr	Bakersfield	CA	93308	(661) 380-5938
Sherri A. Morgan	Sherri	Morgan	2451 N Chester	Bakersfield	CA	93308	(661) 380-5938
Gail Garcia Cerda	Gail Garcia	Cerda	901 Chester Ave	Bakersfield	CA	93301	(661) 809-1634

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Gail Garcia Cerda	Gail Garcia	Cerda	2200 Columbus St	Bakersfield	CA	93305	(661) 809-1634
Gail Garcia Cerda	Gail Garcia	Cerda	1906 E California Avenue	Bakersfield	CA	93307	(661) 809-1634
Gail Garcia Cerda	Gail Garcia	Cerda	901 Chester Ave	Bakersfield	CA	93301	(661) 809-1634
Annette Flores	Annette	Flores	13523 Francisquito Ave	Baldwin Park	CA	91706	(951) 609-4701
Don Kim	Don	Kim	907 Armory Rd	Barstow	CA	92311	(310) 882-8198
Edward Wilson	Edward	Wilson	17814 Woodruff Ave	Bellflower	CA	90706	(562) 276-5882
KPL Tax Group Inc.	Kimberly	Le	10211 Rosecrans Ave	Bellflower	CA	90706	(562) 256-4477
KPL Tax Group Inc. *	Kimberly	Le	TBD	Bellflower	CA	TBD	(562) 256-4477
Anandpur Business Solutions Inc.	Kunal	Dewan	21001 Sherman Way	Canoga Park	CA	91303	(818) 617-2554
William Shahin	William	Shahin	19349 Soledad Canyon Rd	Canyon Country	CA	91351	(805) 878-8745
Powerhouse Tax Solutions LLC	Leopoldo	Rocha	4208 Capitola Rd	Capitola	CA	95010	(831) 421-2140
Robert Anderson	Robert	Anderson	69-265 Ramon Road	Cathedral City	CA	92234	(760) 564-0992
NORCAL LTS Inc	Shavi	Sandhu	1722 Mangrove Ave	Chico	CA	95926	(530) 713-3120
Linda J. Newman	Linda	Newman	2454 Notre Dame Blvd	Chico	CA	95928	(530) 345-6716
Araceli Sanchez	Araceli	Sanchez	4200 Chino Hills Pkwy	Chino Hills	CA	91709	(951) 712-8476

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Guadalupe Rubio	Guadalupe	Rubio	355 Third Ave	Chula Vista	CA	91910	(361) 633-7039
John Gustafson*	John	Gustafson	TBD	Chula Vista	CA	TBD	(619) 517-9900
Furqan Khaliq	Furqan	Khaliq	6051 Greenback Ln	Citrus Heights	CA	95621	(916) 261-0334
Newsham Business Services Inc	Madeline	Newsham	7801 Greenback Lane	Citrus Heights	CA	95610	(916) 765-6953
Michael and Katharine Sawyer	Michael	Sawyer	7601 Sunrise Blvd	Citrus Heights	CA	95610	(916) 303-0080
Michael and Katharine Sawyer	Michael	Sawyer	7601 Sunrise Blvd	Citrus Heights	CA	95610	(916) 303-0080
Marjorie Callaghan and Michael Callaghan	Marjorie	Callaghan	1385 Shaw Ave Suite 104	Clovis	CA	93612	(559) 392-5500
BEL Express Inc	Muhammad M.	Naeem	1300 E Washington St	Colton	CA	92324	(909) 919-0911
MySmart Pocket Inc.	Rossel	Lastimoso	829 W Valley Blvd	Colton	CA	92324	(909) 602-6446
Javed Rasheed	Javed	Rasheed	3533 Clayton Rd	Concord	CA	94519	(925) 325-6037
Coastal Tax LLC	Andrea	Burns	1745 Newport Blvd	Costa Mesa	CA	92627	(949) 933-9247
Coastal Tax LLC*	Andrea	Burns	TBD	Costa Mesa	CA	TBD	(949) 933-9247
Daniel Raval	Daniel	Raval	2760 Junipero Serra Blvd	Daly City	CA	94015	(650) 273-2226
Mayra Salas and Carolina Salas	Carolina	Salas	1027 Dover Pl	Delano	CA	93215	(661) 709-8596

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Dazo Incorporated	Dhaval	Oza	7914 Firestone Blvd	Downey	CA	90241	(714) 276-7931
Ena Askia	Ena	Askia	329 E Main	El Cajon	CA	92020	(619) 961-9099
Thakur Neupane	Thakur	Neupane	10323 San Pablo Ave	El Cerrito	CA	94530	(650) 391-8117
Luis Aguilar	Luis	Aguilar	10717 E Garvey Ave	El Monte	CA	91733	(626) 279-4919
Chandra P. Singh	Chandra	Singh	5060 Laguna Blvd	Elk Grove	CA	95758	(916) 718-8573
Naveen Kumar*	Naveen	Kumar	TBD	Elk Grove	CA	TBD	(916) 346-8490
Powerhouse Tax Solutions LLC	Leopoldo	Rocha	1716 Freedom Blvd	Freedom	CA	95019	(831) 421-2140
Santosh Sharma	Santosh	Sharma	121 Fremont Hub Courtyard	Fremont	CA	94538	(510) 284-7404
Fang Enterprises LLC	Cathy	Fang	634 S Chestnut Ave	Fresno	CA	93702	(559) 207-1717
Fang Enterprises LLC	Cathy	Fang	4785 E McKinley Avenue	Fresno	CA	93703	(559) 207-1717
Yenny Celaya	Yenny	Celaya	5247 N. Blackstone Ave	Fresno	CA	93710	(559) 800-1871
Johnny Xiong	Johnny	Xiong	2602 E Ashlan Ave	Fresno	CA	93726	(559) 273-7428
Caroline Aldecoa *	Caroline	Aldecoa	TBD	Fresno	CA	TBD	(559) 269-3660
Caroline Aldecoa *	Caroline	Aldecoa	TBD	Fresno	CA	TBD	(559) 269-3660
MySmart Pocket Inc. *	Rossel	Lastimoso	TBD	Fontana	CA	TBD	(909) 602-6446

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
MySmart Pocket Inc. *	Rossel	Lastimoso	TBD	Fontana	CA	TBD	(909) 602-6446
Greg Jablonowski	Gregory	Jablonowski	1430 S Euclid St	Fullerton	CA	92832	(714) 396-0894
Harper White Investments LLC	Jeffrey	White	13281 Harbor Blvd	Garden Grove	CA	92843	(678) 260-7533
Alton Corotan	Alton	Corotan	11105 S Brookhurst S	Garden Grove	CA	92840	(562) 493-2797
J&S Tax Accounting and Insurance Services LLC	Joseph	Ileleji	12517 Knott St	Garden Grove	CA	92841	(714) 504-9590
Judith Anica Gonzalez	Judith	Anica Gonzalez	1134 W Redondo Beach Blvd	Gardena	CA	90247	(310) 291-8579
Nicholas Batch	Nicholas	Batch	102 W Route 66	Glendora	CA	91740	(909) 435-0909
LDMC Enterprises Inc	Dayna	Fleck	16206 Devonshire St	Granada Hills	CA	91344	(949) 291-3929
Elizabeth Adams	Elizabeth	Adams	1639 State Highway 99	Gridley	CA	95948	(530) 531-5329
KDD Tax Inc.	Ken	Dool	1014 S Hacienda Blvd	Hacienda Heights	CA	91745	(310) 528-2109
Stephanie Soares and Lisa Airoso-Shier	Stephanie	Soares	862 W Grangeville Blvd	Hanford	CA	93230	(559) 362-2813
Kulbir Heer Inc.	Kulbir	Heer	219 Jackson St	Hayward	CA	94544	(510) 378-1040
Tad Miller	Tad	Miller	28527 Mission Blvd	Hayward	CA	94544	(510) 209-5316
MySmart Pocket Inc.	Rossel	Lastimoso	190 E Florida Ave	Hemet	CA	92543	(909) 602-6446

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Don Kim	Don	Kim	14665 Bear Valley Rd	Hesperia	CA	92345	(310) 882-8198
Don Kim	Don	Kim	15737 Main St	Hesperia	CA	92345	(310) 882-8198
Simranjot Bachal and Jessica Dhillon	Jessica	Dhillon	27214 Baseline St	Highland	CA	92346	(949) 394-7534
Alton Corotan	Alton	Corotan	17398 Beach Blvd	Huntington Beach	CA	92647	(562) 493-2797
Karen E. Miranda	Karen	Miranda	1985 E Florence Ave	Huntington Park	CA	90001	(562) 413-2155
Mayra Rodriguez	Mayra	Rodriguez	81673 Hwy 111	Indio	CA	92201	(760) 660-1970
Diamaya Industries Group	Felicia	Jones	2926 W Manchester Blvd	Inglewood	CA	90305	(818) 720-4751
Chandra P. Singh*	Chandra	Singh	TBD	Laguna West	CA	TBD	(916) 718-8573
Jinesh Talsania	Jinesh	Talsania	16746 Lakeshore Drive	Lake Elsinore	CA	92530	(909) 539-7610
Katie Canas	Katie	Canas	20910 Pioneer Blvd	Lakewood	CA	90715	(949) 554-3447
Jason Anderson	Jason	Anderson	45074 10th St W	Lancaster	CA	93534	(920) 858-0614
Jason Anderson	Jason	Anderson	44339 Challenger Way	Lancaster	CA	93535	(920) 858-0614
Jason Anderson	Jason	Anderson	42815 30th St W	Lancaster	CA	93536	(920) 858-0614
J&D B'Hatzlacha LLC	Jeffrey	Garcia	15335 Hawthorne Blvd	Lawndale	CA	90260	(626) 383-2654
Ceballos Tax Services Inc	Timothy	Ceballos	25A W D St	Lemoore	CA	93245	(559) 709-7111



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Rowan Solutions Inc.	Thomas	Rowan	741 Sterling Pkwy	Lincoln	CA	95648	(530) 218-8010
Agustin Lopez	Agustin	Lopez	1358 Railroad Ave	Livermore	CA	94550	(925) 209-5090
Nomers Business Services Inc.	Nazir	Shakoor	306 North Ham Lane	Lodi	CA	95242	(408) 799-6809
Jose Arreola Guerrero	Jose	Arreola Guerrero	3116 N Eastern Ave	Los Angeles	CA	90032	(818) 253-5794
Karen E. Miranda	Karen	Miranda	1030 W Martin Luther King	Los Angeles	CA	90037	(562) 413-2155
Karen E. Miranda	Karen	Miranda	2646 Crenshaw Blvd	Los Angeles	CA	90016	(562) 413-2155
Karen E. Miranda	Karen	Miranda	6001 S Vermont Ave	Los Angeles	CA	90044	(562) 413-2155
Ambar Dominguez	Ambar	Dominguez	11403 South Vermont Avenue	Los Angeles	CA	90044	(323) 697-9644
Ambar Dominguez	Ambar	Dominguez	11151 South Avalon Blvd	Los Angeles	CA	90061	(323) 697-9644
Jose Galan	Jose	Galan	952 N Western Ave	Los Angeles	CA	90029	(323) 459-4442
Jose Galan	Jose	Galan	4209 Beverly Blvd	Los Angeles	CA	90004	(323) 459-4442
Jose Galan	Jose	Galan	1601 S Vermont Ave	Los Angeles	CA	90006	(323) 459-4442
Ana Chacon	Ana	Chacon	1107 S Alvarado	Los Angeles	CA	90006	(323) 671-9854
Veronica Cazares	Veronica	Cazares	3560 S La Cienega Blvd	Los Angeles	CA	90016	(213) 514-2950
Linda Tatum	Linda	Tatum	5549 W Manchester Ave	Los Angeles	CA	90045	(213) 283-7071

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Ambar Dominguez	Ambar	Dominguez	11310 Long Beach Blvd	Lynwood	CA	90262	(323) 697-9644
Louis Negrón Jr. and Leonardo Negrón	Louis	Negrón Jr.	3056 Del Monte Blvd	Marina	CA	93933	(831) 713-1474
NORCAL LTS Inc	Shavi	Sandhu	505 6th St	Marysville	CA	95901	(530) 713-3120
The Glorious Freedom	Ebram	Hanna	27192 Sun City Blvd	Menifee	CA	92586	(714) 386-8060
Simranjot Bachal and Jessica Dhillon	Jessica	Dhillon	24905 SunnyMead Blvd	Moreno Valley	CA	92553	(949) 394-7534
Maneesh Gupta	Maneesh	Gupta	39040 Sky Canyon Drive	Murrieta	CA	92563	(714) 267-6639
The Glorious Freedom	Ebram	Hanna	39840 Los Alamos Road	Murrieta	CA	92562	(714) 386-8060
Guadalupe Rubio	Guadalupe	Rubio	907 East 8th St	National City	CA	91950	(361) 633-7039
Vikramdeep Randhawa	Vikramdeep	Randhawa	35111 Newark Blvd	Newark	CA	94560	(510) 258-4495
SARWAR LLC	Jahanzaib	Sarwar	5724 Watt Ave	North Highlands	CA	95660	(717) 802-2127
SARWAR LLC	Jahanzaib	Sarwar	7471 Watt Ave	North Highlands	CA	95660	(717) 802-2127
Anandpur Business Solutions Inc.	Kunal	Dewan	15313 Parthenia St	North Hills	CA	91343	(818) 617-2554
Brian A. Charles	Brian	Charles	6350 Vineland Ave	North Hollywood	CA	91606	(602) 757-5031
Dazo Incorporated	Dhaval	Oza	11702 Imperial Hwy	Norwalk	CA	90650	(714) 276-7931

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M & S Professional Services Inc.	Malkeet	Singh	3207 Grand Ave	Oakland	CA	94610	(510) 938-8503
Balwinder Kaur	Balwinder	Kaur	1206 Fruitvale Ave	Oakland	CA	94601	(510) 470-0414
Jinesh Talsania	Jinesh	Talsania	870 S Mountain Ave	Ontario	CA	91762	(909) 539-7610
Harper White Investments LLC	Jeffrey	White	827 N Tustin St	Orange	CA	92867	(678) 260-7533
Khrissandra Swinney	Khrissandra	Swinney	8820 Greenback Lane	Orangevale	CA	95662	(510) 381-8417
Elizabeth Adams	Elizabeth	Adams	675 Oro Dam Blvd E	Oroville	CA	95965	(530) 531-5329
Jodhpur Inc.	Parul	Gupta	4204 Saviers Rd	Oxnard	CA	93033	(805) 200-9901
Jodhpur Inc.	Parul	Gupta	940 N Ventura Rd	Oxnard	CA	93030	(805) 200-9901
Anandpur Business Solutions Inc.	Kunal	Dewan	12800 Van Nuys Blvd	Pacoima	CA	91331	(818) 617-2554
Jason Anderson	Jason	Anderson	37951 47th St E	Palmdale	CA	93552	(920) 858-0614
Jason Anderson	Jason	Anderson	250 E Palmdale Blvd	Palmdale	CA	93550	(920) 858-0614
Anandpur Business Solutions Inc.	Kunal	Dewan	14520 Nordhoff St	Panorama City	CA	91402	(818) 617-2554
Elizabeth Adams	Elizabeth	Adams	6848 Skyway	Paradise	CA	95969	(530) 531-5329
Ambar Dominguez	Ambar	Dominguez	15124 Paramount Blvd	Paramount	CA	90723	(323) 697-9644

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Family Circle Services Inc	Maria	Garcia	1675 N Perris Blvd	Perris	CA	92571	(951) 545-1385
Dazo Incorporated	Dhaval	Oza	8731 Whittier Blvd	Pico Rivera	CA	90660	(714) 276-7931
Yelloh Family LLC	James Kevin	Holley	1541 E Holt Ave	Pomona	CA	91767	(626) 926-6555
Mayra Salas and Carolina Salas	Carolina	Salas	12 S Main St	Porterville	CA	93257	(661) 709-8596
Minh T. Nguyen	Minh	Nguyen	12935 Pomerado Rd	Poway	CA	92064	(619) 379-3349
Cucamonga Retirement & Tax Group Inc.	Robert	Radford	7890 Haven Ave	Rancho Cucamonga	CA	91730	(909) 362-0176
Patrick Baird	Patrick	Baird	1060 S Main St	Red Bluff	CA	96080	(530) 519-5573
Nor-Cal Tax Prep Inc	Lisa	Baca	2997 Churn Creek Rd	Redding	CA	96002	(530) 355-1935
Nor-Cal Tax Prep Inc	Lisa	Baca	50 Lake Blvd	Redding	CA	96003	(530) 355-1935
Simranjot Bachal and Jessica Dhillon	Jessica	Dhillon	755 Orange St	Redlands	CA	92374	(949) 394-7534
Simranjot Bachal and Jessica Dhillon*	Jessica	Dhillon	TBD	Redlands	CA	TBD	(949) 394-7534
Vikkielea Choroski	Vikkielea	Choroski	1060 El Camino Real	Redwood City	CA	94063	(415) 900-7377
BEL Express Inc	Muhammad M.	Naeem	572 W Foothill Blvd	Rialto	CA	92376	(909) 919-0911
Jason Anderson	Jason	Anderson	203 N China Lake Blvd	Ridgecrest	CA	93555	(920) 858-0614

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Annette Flores	Annette	Flores	8201 Arlington Ave	Riverside	CA	92503	(951) 609-4701
A&R 4 Taxes & Real Estate Inc	Asuncion	Beltran	3950 Pierce St	Riverside	CA	92505	(951) 259-3748
Simranjot Bachal and Jessica Dhillon	Jessica	Dhillon	5033 Arlington Ave	Riverside	CA	92504	(949) 394-7534
Rowan Solutions Inc.	Thomas	Rowan	6011 Stanford Ranch Rd	Rocklin	CA	95765	(530) 218-8010
Jason Anderson	Jason	Anderson	2559 Rosamond Blvd	Rosamond	CA	93560	(920) 858-0614
Michael and Katharine Sawyer	Michael	Sawyer	1120 W Douglas Blvd	Roseville	CA	95678	(916) 303-0080
Chandra P. Singh*	Chandra	Singh	TBD	Sacramento	CA	TBD	(916) 718-8573
Tek Korotania	Tek	Korotania	8876 Vintage Park Dr	Sacramento	CA	95828	(916) 273-0125
Haneshinder Chauhan	Haneshinder	Chauhan	6905 Stockton Blvd	Sacramento	CA	95823	(916) 230-4680
Deborah Wakeman	Deborah	Wakeman	1304 Fulton Ave	Sacramento	CA	95825	(916) 285-5045
Naveen Kumar	Naveen	Kumar	5276 Fruitridge Rd	Sacramento	CA	95820	(916) 346-8490
Sanjeet Kumar	Sanjeet	Kumar	446 S Main St	Salinas	CA	93901	(831) 402-3073
Powerhouse Tax Solutions LLC *	Leopoldo	Rocha	TBD	Salinas	CA	TBD	(831) 421-2140
BEL Express Inc	Muhammad M.	Naeem	4077 University Pkwy	San Bernardino	CA	92407	(909) 919-0911

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Simranjot Bachal and Jessica Dhillon	Jessica	Dhillon	434 W Highland Ave	San Bernardino	CA	92405	(949) 394-7534
MySmart Pocket Inc.	Rossel	Lastimoso	2075 E Highland Ave	San Bernardino	CA	92404	(909) 602-6446
Bhoj Dong	Bhoj	Dong	108 El Camino Real	San Carlos	CA	94070	(650) 283-7172
John Gustafson	John	Gustafson	1555 Palm Ave	San Diego	CA	92154	(619) 517-9900
Yun Davin Loh	Davin	Loh	3243 Mission St	San Francisco	CA	94110	(415) 829-2513
Juan Sierra and Susan Salgado	Juan	Sierra	5510 Almaden Expy	San Jose	CA	95118	(408) 807-5071
NJ Financial Services	Nimesh	Parekh	916 S Bascom Ave	San Jose	CA	95128	(408) 442-7113
Hamid Mahmood	Hamid	Mahmood	1918 Alum Rock Ave	San Jose	CA	95116	(669) 350-4189
Hamid Mahmood	Hamid	Mahmood	730 Story Rd	San Jose	CA	95122	(669) 350-4189
Linda K. Brayden	Linda	Brayden	1990 Tully Rd	San Jose	CA	95122	(408) 390-7738
Kulbir Heer Inc.	Kulbir	Heer	16396 E 14th St	San Leandro	CA	94578	(510) 378-1040
Imran Adam	Imran	Adam	699 Lewelling Blvd	San Leandro	CA	94579	(510) 552-1294
Pathibhara Financial Service Inc.	Tanka	Rayachhetry	1612 S. El Camino Real	San Mateo	CA	94402	(650) 303-6935
Pathibhara Financial Service Inc.	Tanka	Rayachhetry	204 San Pablo Towne Center	San Pablo	CA	94806	(650) 303-6935
Jicara Collins	Jicara	Collins	14345 San Pablo Ave	San Pablo	CA	94806	(510) 882-2991

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Robert Downum	Robert	Downum	6101 Bollinger Cyn Rd Ste 308	San Ramon	CA	94583	(925) 819-1055
John Nguyen	John	Nguyen	2225 S Main	Santa Ana	CA	92707	(714) 330-7500
John Nguyen	John	Nguyen	1212 S Bristol St	Santa Ana	CA	92704	(714) 330-7500
Coastal Tax LLC	Andrea	Burns	509 S Harbor Blvd	Santa Ana	CA	92704	(949) 933-9247
Katie Canas	Katie	Canas	2017 North Main St	Santa Ana	CA	92706	(949) 554-3447
KIMBERCET	Kimberly	Rodriguez	431 E First St	Santa Ana	CA	92701	(714) 683-7138
Jodhpur Inc.	Parul	Gupta	922 E Main St	Santa Paula	CA	93060	(805) 200-9901
Javier Torres	Javier	Torres	1770 Piner Rd	Santa Rosa	CA	95403	(707) 888-1666
Robert Byrne and David Ruyle Jr.	Robert	Byrne	8781 Cuyamaca St	Santee	CA	92071	(858) 587-2500
Sharon Medina	Sharon	Medina	2027 High St	Selma	CA	93662	(559) 316-9415
Suckut Financial Services Corp	Gerald	Suckut	799 E Los Angeles Ave	Simi Valley	CA	93065	(805) 813-1020
Karen E. Miranda	Karen	Miranda	3729 Tweedy Blvd	South Gate	CA	90280	(562) 413-2155
Ambar Dominguez	Ambar	Dominguez	3729 Tweedy Blvd	South Gate	CA	90280	(323) 697-9644
Ambar Dominguez	Ambar	Dominguez	3729 Tweedy Blvd	South Gate	CA	90280	(323) 697-9644
M & N Services Inc	Ajay	Pavagadhi	7546 Katella Ave	Stanton	CA	90680	(714) 254-5661

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Saad Sultan	Saad	Sultan	7555 Pacific Ave	Stockton	CA	95207	(347) 773-8899
SARWAR LLC	Jahanzaib	Sarwar	131 Sunset Ave	Suisun City	CA	94585	(717) 802-2127
Jovita Bradeen	Jovita	Bradeen	1440 Main St	Susanville	CA	96130	(530) 310-1607
Xiaowen Guan	Xiaowen	Guan	9157 Las Tunas Dr	Temple City	CA	91780	(626) 665-4009
Mayra Salas and Carolina Salas	Carolina	Salas	1535 Hillman St	Tulare	CA	93274	(661) 709-8596
Laura Zavala	Laura	Zavala	1607 Lander Ave	Turlock	CA	95380	(209) 988-6996
Michael Nivera	Michael	Nivera	640 W First Street	Tustin	CA	92780	(562) 480-2611
Tad Miller	Tad	Miller	33412 Alvarado - Niles Rd	Union City	CA	94587	(510) 209-5316
Tad Miller	Tad	Miller	32619 Alvarado Blvd	Union City	CA	94587	(510) 209-5316
Don Kim	Don	Kim	14712 La Paz Dr	Victorville	CA	92395	(310) 882-8198
Don Kim	Don	Kim	13819 Amargosa Rd	Victorville	CA	92392	(310) 882-8198
Mayra Salas and Carolina Salas	Carolina	Salas	3290 S Mooney Blvd	Visalia	CA	93277	(661) 709-8596
Jose Arreola Guerrero	Jose	Arreola Guerrero	530 S Glendora Ave	West Covina	CA	91790	(818) 253-5794
KDD Tax Inc.	Ken	Dool	2404 S Azusa Ave	West Covina	CA	91792	(310) 528-2109
Pristinetax Inc.	Venkateswara	Vankina	10076 Mills Ave	Whittier	CA	90604	(720) 272-7437



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Anandpur Business Solutions Inc.	Kunal	Dewan	19725 Vanowen St	Winnetka	CA	91306	(818) 617-2554
Matthew Jespersen	Matthew	Jespersen	601 S Main St	Yreka	CA	96097	(530) 905-1752
NORCAL LTS Inc	Shavi	Sandhu	1242 Bridge St	Yuba City	CA	95991	(530) 713-3120
CO Tax Service Inc.	Hilda	Milner	1460 Chambers Rd	Aurora	CO	80011	(303) 946-8968
CO Tax Service Inc.	Hilda	Milner	15473 E Hampden Ave	Aurora	CO	80013	(303) 946-8968
TLC ARC LLC	Teresa	Chum	1540 Royal Gorge Blvd	Canon City	CO	81212	(909) 418-0900
TLC ARC LLC	Teresa	Chum	714 S Perry St	Castle Rock	CO	80104	(909) 418-0900
R&K Evans LLC	Kimberly	Evans	3210 I70 Business Loop	Clifton	CO	81520	(970) 640-5140
Coleman Crook Inc.	Coleman	Crook	521 S Circle Dr	Colorado Springs	CO	80910	(719) 210-0289
TLC ARC LLC	Teresa	Chum	1919 W Uintah	Colorado Springs	CO	80904	(909) 418-0900
WD Taxes LLC	William	Doyle	3235 E Platte Ave	Colorado Springs	CO	80909	(757) 372-2313
WD Taxes LLC	William	Doyle	3659-37 Austin Bluffs Pkwy	Colorado Springs	CO	80918	(757) 372-2313
Eugene E. and Maryellen McKinley	Eugene	McKinley	6045 Barnes Rd	Colorado Springs	CO	80922	(719) 460-3033
WD Taxes LLC *	William	Doyle	TBD	Colorado Springs	CO	TBD	(757) 372-2313
Brayaud Industries Inc.	Steven	McDermott	2960 S Federal Blvd 8	Denver	CO	80236	(303) 910-6478

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Douglas Lorenz	Douglas	Lorenz	10151 West Bowles Avenue	Denver	CO	80127	(303) 829-3748
Rosy Curiel	Rosy	Curiel	11 Federal Street	Denver	CO	80219	(303) 333-9933
Rosy Curiel	Rosy	Curiel	3932 N Federal Blvd	Denver	CO	80211	(303) 333-9933
Rosy Curiel	Rosy	Curiel	9751 E Illiff Ave	Denver	CO	80231	(303) 333-9933
Deborah J. Klein	Deborah	Klein	1155 S Camino Del Rio	Durango	CO	81303	(505) 870-7195
Brayaud Industries Inc.	Steven	McDermott	5150 S Broadway	Englewood	CO	80113	(303) 910-6478
Choice City Tax Service LLC	Sabrina	Arguello	749 S Lemay Ave	Fort Collins	CO	80524	(970) 229-9149
R&K Evans LLC	Kimberly	Evans	2851 S North Ave	Grand Junction	CO	81501	(970) 640-5140
TMB Ventures Inc.	Travis	Bahnsen	2412 10th St	Greeley	CO	80634	(970) 646-3457
Adriana Mosqueda	Adriana	Mosqueda	2130 N Main St	Longmont	CO	80501	(303) 710-6573
Michael Martinez	Michael	Martinez	422 Kimbark St	Longmont	CO	80501	(303) 478-4113
TLC ARC LLC	Teresa	Chum	1621 S Prairie Ave	Pueblo	CO	81005	(909) 418-0900
MG2T Tax Services Inc.	Michael	Schoenebeck	2667 E 120th Ave	Thornton	CO	80233	(720) 352-6267
Ravelle Womble	Ravelle	Womble	3885 Wadsworth Blvd	Wheat Ridge	CO	80033	(303) 523-9466
Moran Agency LLC	Jonue	Moran	4324 Main St	Bridgeport	CT	06606	(203) 685-4193

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Moran Agency LLC	Jonue	Moran	1165 E Main St	Bridgeport	CT	06608	(203) 685-4193
Najmul Sumra	Najmul	Sumra	100 Fairfield Ave	Bridgeport	CT	06604	(203) 913-0809
Nhung Tuyet Elizabeth Phan	Nhung Tuyet	Phan	160 Farmington Avenue	Bristol	CT	06010	(860) 803-4720
Chestnut Tax Group LLC	Ray	Maagero	73 Hazard Ave	Enfield	CT	06082	(860) 614-5885
Aridyl Financial Services LLC	Telotama	Goolcharran	955 Poquonnock Rd	Groton	CT	06340	(860) 739-2445
Maxes LLC	Mark	Russo	1039 Dixwell Ave	Hamden	CT	06514	(860) 508-2037
Kamran Riaz	Kamran	Riaz	241 Main St	Hartford	CT	06106	(203) 450-5563
Kamran Riaz	Kamran	Riaz	853 Park St	Hartford	CT	06106	(203) 450-5563
NextGen Tax Solution LLC	Malik	Nazir	95 Prospect Ave	Hartford	CT	06010	(860) 733-2248
V&A Tax Service LLC	Talib	Hussain	332 Franklin Ave	Hartford	CT	06114	(860) 948-0736
United Tax Services LLC	Qasim	Munir	89 W Main St	Meriden	CT	06451	(860) 515-7700
Maxes LLC	Mark	Russo	365 Boston Post Rd	Milford	CT	06460	(860) 508-2037
Waheguru Tax New Britain LLC	Maninder	Arora	302 Main St	New Britain	CT	06051	(860) 461-8119
Moran Agency LLC	Jonue	Moran	374 Whalley Ave	New Haven	CT	06511	(203) 685-4193
Steven Koziol and Barry Strauss	Steven	Koziol	276 West Main Street	Norwich	CT	06360	(860) 705-4277

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Multi Asset Tax Service LLC	Elizabeth	Carobert	17 Farmington Ave	Plainville	CT	06062	(860) 995-8950
Yousaf Kashmiri	Yousaf	Kashmiri	479 Howe Ave	Shelton	CT	06484	(203) 530-7703
WAHEGURU JI TAX LLC	Surinderpal	Chawla	270 Main St	Stamford	CT	06901	(203) 767-2992
Pioneer Valley Enterprises Inc.	Kristin	Kicza	44 Main St	Torrington	CT	06790	(413) 374-7030
Donald James and Mark Russo	Mark	Russo	353 E Main St	Waterbury	CT	06702	(203) 293-5051
Donald James and Mark Russo	Mark	Russo	345 W Main St	Waterbury	CT	06702	(203) 293-5051
Maxes LLC	Mark	Russo	155 Thomaston Ave	Waterbury	CT	06702	(860) 508-2037
Moran Agency LLC	Jonue	Moran	145 Meriden Rd	Waterbury	CT	06705	(203) 685-4193
Raju Bandukwala	Raju	Bandukwala	603 Campbell Avenue	West Haven	CT	06516	(203) 809-1985
Raju Bandukwala	Raju	Bandukwala	1027 Boston Post Rd	West Haven	CT	06516	(203) 809-1985
American Tax LLC	David	Alvaranga	3905 Benning Road NE	Washington	DC	20019	(202) 494-3831
American Tax LLC	David	Alvaranga	1629 Benning Rd NE	Washington	DC	20002	(202) 494-3831
American Tax LLC *	David	Alvaranga	TBD	Washington	DC	TBD	(202) 494-3831
Tyne Sunderland LLC	Stephen	Malloy	530 Eden CIRCLE	Bear	DE	19701	(856) 340-3387
Felix R. Strater III	Felix	Strater	2618 Philadelphia Pike	Claymont	DE	19703	(610) 304-4202
Slacum & Doyle Tax Services LLC	Douglas	Doyle	500 N Dupont Hwy	Dover	DE	19901	(302) 270-4135

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Robert Kelly & Associates LLC	Robert	Kelly	418 Suburban Drive	Newark	DE	19711	(302) 266-0927
Richard Biven	Richard	Biven	614 W Stein Hwy	Seaford	DE	19973	(443) 282-8705
SEJ Financials LLC	Shelby	Jones	1931 W 4 <sup>th</sup> St	Wilmington	DE	19805	(302) 563-1090
SEJ Financials LLC	Shelby	Jones	818 N Maryland Ave	Wilmington	DE	19805	(302) 563-1090
SEJ Financials LLC	Shelby	Jones	4538 Kirkwood Hwy	Wilmington	DE	19808	(302) 563-1090
SEJ Financials LLC*	Shelby	Jones	TBD	Wilmington	DE	TBD	(302) 563-1090
Mr. Tech Stuff Inc	William	McPherson	875 E Semoran Blvd	Apopka	FL	32703	(407) 340-4498
Justin Tait	Justin	Tait	826 N Broadway Ave	Bartow	FL	33830	(863) 670-0944
Gary Bloome P A	Gary	Bloome	9148 Glades Rd	Boca Raton	FL	33434	(561) 302-2373
GSN Financial LLC	Sandra	Najmy	3222 1st Street	Bradenton	FL	34208	(941) 812-7333
GSN Financial LLC	Sandra	Najmy	5627 14th St W	Bradenton	FL	34207	(941) 812-7333
GSN Financial LLC	Sandra	Najmy	5203 Cortez Rd W	Bradenton	FL	34210	(941) 812-7333
North Shore Tax Inc.	Joanna	Parichkov	114 W Bloomingdale Ave	Brandon	FL	33511	(813) 495-7125
North Shore Tax Inc.	Joanna	Parichkov	231 W Brandon Blvd	Brandon	FL	33511	(813) 495-7125
Gerald L. Roshon EA LLC	Gerald	Roshon	112 E Bloomingdale Ave	Brandon	FL	33511	(813) 731-2023

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Ayron Solutions LLC	Aaron	Smolinsky	7020 Coastal Blvd	Brooksville	FL	34613	(305) 469-7958
Grace White and Rodney White	Grace M.	White	6710 N Atlantic Ave	Cape Canaveral	FL	32920	(321) 652-8612
Nelson Maldonado	Nelson	Maldonado	2301 Del Prado Blvd	Cape Coral	FL	33990	(239) 878-0695
Hugo Striedinger	Hugo	Striedinger	229 Del Prado Blvd N	Cape Coral	FL	33909	(239) 645-5669
Foy Financial Inc	William	Foy	846 Main Street	Chipley	FL	32428	(334) 494-4663
Anthony Perri	Anthony	Perri	9726 W Sample Road	Coral Springs	FL	33065	(954) 755-8755
Debs Tax Service LLC	Debra	Hagerty-Hecox	7887 W Gulf to Lake Hwy	Crystal River	FL	34429	(352) 422-0581
Sirius Business L.L.C.	Cedric	Richardson	105 S Federal Hwy	Dania Beach	FL	33004	(954) 394-1584
Rea Martinez-Malo	Rea	Martinez-Malo	8226 Griffin Rd	Davie	FL	33328	(786) 290-2762
Sirius Business L.L.C.*	Cedric	Richardson	TBD	Davie	FL	TBD	(954) 394-1584
Malk JR Tax LLC	Madison	Luu	2091 Saxon Blvd	Deltona	FL	32725	(407) 433-6919
Summit Quest Inc.	Pamela	McKinney	11975 S WILLIAMS ST	Dunnellon	FL	34432	(352) 584-1498
Thomas Royer	Thomas	Royer	7014 US-301	Ellenton	FL	34222	(614) 325-8812
Nelson Maldonado	Nelson	Maldonado	3792 Cleveland Ave S	Fort Myers	FL	33901	(239) 878-0695
Philip A Lynch and Rock W. Archacki	Philip	Lynch	17230 S Tamiami Trail	Fort Myers	FL	33908	(216) 870-7800

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Nicole Hamilton	Nicole	Hamilton	2308 S Federal Hwy	Fort Pierce	FL	34982	(772) 633-3610
Tomahawk Properties LLC	John	Crosby	652 Beal Pkwy	Fort Walton Beach	FL	32547	(850) 543-6502
Nancy Hagen	Nancy	Hagen	132B Perry Ave SE	Fort Walton Beach	FL	32548	(850) 933-3110
Robert Medley	Robert	Medley	1105 N Main St	Gainesville	FL	32601	(904) 654-4654
Robert Medley	Robert	Medley	4110 SW 34th St	Gainesville	FL	32608	(904) 654-4654
Robert Medley	Robert	Medley	3720 NW 13th Street	Gainesville	FL	32609	(904) 654-4654
Michael Turner	Michael	Turner	7311 NW 4th Blvd	Gainesville	FL	32607	(863) 521-3035
Juana Torres	Juana Jenny	Torres	7738 Gibsonton Dr	Gibson-ton	FL	33534	(813) 230-8030
Michelle M. Kotewa	Michelle	Kotewa	4920 Gulfport Blvd	Gulfport	FL	33707	(708) 476-8287
Volusia Tax Filers LLC	Troy	Thomas	701 Ridgewood Ave	Holly Hill	FL	32117	(540) 580-1491
AV Taxes and Accounting Services Inc	Anthony	Vargas	1992 NE 8th St	Homestead	FL	33033	(305) 213-4421
Melissa Holstein	Melissa	Holstein	7135 State Road 52	Hudson	FL	34667	(352) 364-1375
Grace White and Rodney White	Grace M.	White	298 E Eau Gallie Blvd	Indian Harbour Beach	FL	32937	(321) 652-8612
Summit Quest Inc.	Pamela	McKinney	3433 E GULF TO LAKE HWY	Inverness	FL	34453	(352) 584-1498
Jax Financial and Accounting Services LLC	Gordon	Walton	9889 San Jose Blvd	Jacksonville	FL	32257	(904) 339-1625

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Eric L. Lemond	Eric	Lemond	1237 Arlington Rd	Jacksonville	FL	32211	(413) 348-7906
Genesis Ventures Taxes Inc.	Larry	Goodwin	6491 103rd St	Jacksonville	FL	32210	(832) 418-1283
Genesis Ventures Taxes Inc.*	Larry	Goodwin	TBD	Jacksonville	FL	TBD	(832) 418-1283
Sun West Inc	John	Moen	920 A Kennedy Drive	Key West	FL	33040	(507) 573-1077
Big Sky Services Inc.	Troy	Land	905 SW Main Blvd	Lake City	FL	32025	(386) 590-1744
Todd Stahl	Todd	Stahl	2863 Northlake Blvd	Lake Park	FL	33403	(561) 329-8080
Alexandra and Leonard Grant	Alexandra	Grant	6677 Lakeworth Rd	Lake Worth	FL	33467	(954) 804-8304
I Business Center LLC	Charles	Eldridge	1301 N 14th St	Leesburg	FL	34748	(561) 715-8224
Nelson Maldonado	Nelson	Maldonado	1460 Lee Blvd	Lehigh Acres	FL	33936	(239) 878-0695
Big Sky Services Inc.	Troy	Land	632 S Ohio Ave	Live Oak	FL	32064	(386) 590-1744
Jigar and Krishna Banker	Jigar	Banker	726 Ohio Ave	Lynn Haven	FL	32444	(352) 514-2333
Rea T Martinez & Mario Urgiles C Inc	Rea	Martinez-Malo	409 N State Road 7	Margate	FL	33063	(786) 290-2762
Michael Shinneman	Michael	Shinneman	924 W New Haven Ave	Melbourne	FL	32901	(321) 987-6700
Michael Shinneman	Michael	Shinneman	1902 N Wickham Rd	Melbourne	FL	32935	(321) 987-6700
Roberto Nespereira	Roberto	Nespereira	5993 SW 8 St	Miami	FL	33144	(305) 450-7370



Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Your Tax & Accounting Solutions of NPR LLC	Carolle	Ryan	5901 US Hwy 19	New Port Richey	FL	34652	(727) 858-7655
Philip A Lynch and Rock W. Archacki	Philip	Lynch	4085 Hancock Bridge Pkwy	North Ft Myers	FL	33903	(216) 870-7800
Philip A Lynch and Rock W. Archacki	Philip	Lynch	50 Pine Island Rd	North Ft Myers	FL	33903	(216) 870-7800
ITAXES Inc.	Nigel	Alfred	1309 E Commercial Blvd	Oakland Park	FL	33334	(754) 246-8058
Angie Finley	Angie	Finley	8720 SW Hwy 200	Ocala	FL	34481	(352) 342-3401
Misty Romero	Misty	Romero	2695 E. Silver Spring Blvd	Ocala	FL	34470	(352) 615-9134
Lowell Faux	Lowell	Faux	3405 SW College Rd.	Ocala	FL	34474	(352) 638-5938
Rhino Eagle Venture Inc	Myoinga	Glaspey	2177 Kingsley Ave	Orange Park	FL	32073	(352) 222-7106
Humphreys Tax Service Inc	Wesley	Humphreys	4180B Curry Ford Rd	Orlando	FL	32806	(407) 580-5184
Humphreys Tax Service Inc	Wesley	Humphreys	8204 Crystal Clear Ln	Orlando	FL	32809	(407) 580-5184
Mr Tech Stuff Inc	William	McPherson	5600 W Colonial Dr	Orlando	FL	32808	(407) 340-4498
Mr Tech Stuff Inc	William	McPherson	5828 N Orange Blossom Trail	Orlando	FL	32810	(407) 340-4498
Scott Roth	Scott	Roth	712 S Goldenrod Rd	Orlando	FL	32822	(763) 443-9852
Foy Financial Inc	William	Foy	5090 Hwy 90	Pace	FL	32571	(334) 494-4663

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GSN Financial LLC	Sandra	Najmy	837 8th Ave W	Palmetto	FL	34221	(941) 812-7333
Jigar and Krishna Banker	Jigar	Banker	1312 Balboa Ave	Panama City	FL	32401	(352) 514-2333
Jigar and Krishna Banker	Jigar	Banker	2523 E 5th St	Panama City	FL	32401	(352) 514-2333
Muhammad Sikandar	Muhammad	Sikandar	7962 Pines Blvd	Pembroke Pines	FL	33024	(954) 205-6474
Foy Financial Inc	William	Foy	4600 Mobile Highway	Pensacola	FL	32506	(334) 494-4663
Foy Financial Inc	William	Foy	6705 Pine Forest Rd Suite B-2B	Pensacola	FL	32526	(334) 494-4663
Genesis Taxes of Pensacola Inc	Gabriel	Smith	1611 N Pace Blvd	Pensacola	FL	32505	(850) 525-4058
North Shore Tax Inc.	Joanna	Parichkov	1810 James L Redman Pkwy	Plant City	FL	33563	(813) 495-7125
Jerome Hert	Jerry	Hert	1857 N Pine Island Rd	Plantation	FL	33322	(954) 577-4800
Melissa Holstein	Melissa	Holstein	10440 US Hwy 19	Port Richey	FL	34668	(352) 364-1375
Marc A. Vassor	Marc	Vassor	2842 SW Port Saint Lucie Blvd	Port St Lucie	FL	34953	(786) 376-3355
JAM Tax Franchise Inc	John	Pesella	322 SE Port St Lucie Blvd	Port St Lucie	FL	34984	(561) 281-5118
North Shore Tax Inc.	Joanna	Parichkov	9848 US Hwy 301 S	Riverview	FL	33578	(813) 495-7125
Robert Medley	Robert	Medley	1280 N Ponce de Leon Blvd	St Augustine	FL	32084	(904) 654-4654
Robert Medley *	Robert	Medley	TBD	St Augustine	FL	TBD	(904) 654-4654
North Shore Tax Inc.	Joanna	Parichkov	2156 34th St S	St Petersburg	FL	33711	(813) 495-7125

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
North Shore Tax Inc.	Joanna	Parichkov	3713 49th St N	St Petersburg	FL	33710	(813) 495-7125
Alejandrina Jimenez	Alejandrina	Jimenez	3830 S Orlando Dr	Sanford	FL	32773	(407) 284-2259
Linda Moore	Linda	Moore	1911 S French Ave	Sanford	FL	32771	(407) 399-1691
I Business Center LLC	Charles	Eldridge	8429 Lockwood Ridge Rd	Sarasota	FL	34243	(561) 715-8224
Heath Financial Enterprises Inc.	Elizabeth	Villeneuve	14050 US Hwy 1	Sebastian	FL	32958	(954) 309-4178
North Shore Tax Inc.	Joanna	Parichkov	11707 E Martin Luther King Blvd	Seffner	FL	33584	(813) 495-7125
Ayron Solutions LLC	Aaron	Smolinsky	5476 Spring Hill Dr	Spring Hill	FL	34606	(305) 469-7958
Michelle M. Kotewa	Michelle	Kotewa	8237 46th Ave N	St Petersburg	FL	33709	(708) 476-8287
Robert Medley	Robert	Medley	393 N Temple Ave	Starke	FL	32091	(904) 654-4654
Foy Financial Inc	William	Foy	2210 N Monroe St	Tallahassee	FL	32303	(334) 494-4663
Ameerah S. Adejola	Ameerah	Adejola	10141 W Commercial Blvd	Tamarac	FL	33351	(954) 588-1102
Marc J. Timothee	Marc	Timothee	19651 Bruce B Downs Blvd	Tampa	FL	33647	(813) 504-0166
Reliable Tax Service LLC	Karen	Treco	2159 S Tamiami Trail	Venice	FL	34293	(941) 716-0570
Weston Simple Tax LLC	Armando	Sarmiento	2141 N Commerce Pkwy	Weston	FL	33326	(305) 497-8663
Malk JR Tax LLC	Madison	Luu	1555 State Rd. 436 South	Winter Park	FL	32792	(407) 433-6919
Tyne Sunderland LLC	Stephen	Malloy	5522 Gall Blvd	Zephyrhills	FL	33542	(856) 340-3387

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LMH Tax Service Inc	Keith	Altobelli	1727 Mars Hill Rd	Acworth	GA	30101	(404) 610-8245
ANJ Investments Inc	Manisha	Jaiswal	2401 Dawson Rd	Albany	GA	31707	(404) 992-4637
Clatwork LLC	George	Leverett	3227 Wrightsboro Rd	Augusta	GA	30909	(706) 401-4566
Clatwork LLC	George	Leverett	1651 Gordon Highway	Augusta	GA	30906	(706) 401-4566
Tracy 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	(404) 277-5687
Tilcam Services Group LLC	Markee	Tate	1004 Bankhead Hwy	Carrollton	GA	30117	(901) 413-2851
Heather D. Shirley	Heather	Shirley	920 Joe Frank Harris Pkwy	Cartersville	GA	30120	(423) 509-5912
Tilcam Services Group LLC	Markee	Tate	100 N Houston Lake Blvd	Centerville	GA	31028	(901) 413-2851
Katherine E. Phillips	Katherine	Phillips	915 N 3rd Ave	Chatsworth	GA	30705	(706) 581-7507
J&N Tax LLC	Jeff	Butler	621 Hwy 441 S	Clayton	GA	30525	(828) 226-3960
David J. Sanders	David	Sanders	4248 Buena Vista Rd	Columbus	GA	31907	(706) 464-1509
Garrett Atz	Garrett	Atz	30 Tri-County Plaza III	Cumming	GA	30040	(770) 364-6761
Tilcam Services Group LLC	Markee	Tate	1089 Columbia Dr	Decatur	GA	30030	(901) 413-2851
Victoria Hotobah-During	Victoria	Hotobah-During	4802 Flat Shoals Pkwy	Decatur	GA	30034	(770) 572-5476
Barbara O. Jones	Barbara	Jones	3290 Memorial Drive	Decatur	GA	30032	(404) 247-1856

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Garrett Atz	Garrett	Atz	21 Highland Crossing	East Ellijay	GA	30540	(770) 364-6761
Eric Nti-Frempong	Eric	Nti-Frempong	3110 Washington Rd	East Point	GA	30344	(678) 230-0677
CarDow & Associates Inc	Henry	Dowell	4699 Jonesboro Rd	Forest Park	GA	30297	(404) 441-7042
Edward Roberts and Demetrise Roberts	Edward	Roberts	559 Forest Pkwy	Forest Park	GA	30297	(678) 697-1331
Tilcam Services Group LLC	Markee	Tate	982 Battlefield Pkwy	Fort Oglethorpe	GA	30742	(901) 413-2851
Tilcam Services Group LLC *	Markee	Tate	TBD	Grovetown	GA	TBD	(901) 413-2851
Timothy A Strickland	Timothy	Strickland	715 E Franklin St.	Hartwell	GA	30643	(706) 436-2548
walkerDiana L. Condon and James E. Condon	James	Condon	2953 Cobb Pkwy NW	Kennesaw	GA	30152	(404) 213-7044
Tilcam Services Group LLC	Markee	Tate	2651 N Highway 27	La Fayette	GA	30728	(901) 413-2851
Sam Roberson	Sam	Roberson	5353 Fairington Rd	Lithonia	GA	30038	(770) 855-0219
Redding & Jones LLC	Eric	Redding	6746 Covington Highway	Lithonia	GA	30058	(404) 931-7878
BA Tax Advisory Inc.	Milan	Rao	4132 Atlanta Hwy	Loganville	GA	30052	(229) 444-2908
Tilcam Services Group LLC	Markee	Tate	3706 Mercer University Dr	Macon	GA	31204	(901) 413-2851
Tilcam Services Group LLC	Markee	Tate	150 Emery Highway	Macon	GA	31211	(901) 413-2851
E&R Tax Group LLC	Charity	Eberhart	2575 Whitehaven Dr	Marietta	GA	30064	(770) 366-2652

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Edward Stock	Edward	Stock	1113 W Spring St	Monroe	GA	30655	(770) 895-4269
JStreet Enterprises LLC	Jennifer	Street	6681 Jonesboro Rd	Morrow	GA	30260	(404) 408-8373
LTS Equity Inc.	Aldwin	Funderburk	1816 A First Avenue Southeast	Moultrie	GA	31768	(229) 891-1583
Brian Neal	Brian	Neal	277 Temple Ave	Newnan	GA	30263	(470) 627-9516
BJG Tax Service Inc.	Bethany	Goodman	3715 Mundy Mill Rd	Oakwood	GA	30566	(352) 220-3885
Tax Heroes LLC	Ralph	Lowther	1745 Nathan Dean Bypass	Rockmart	GA	30153	(678) 988-1049
Tilcam Services Group LLC	Markee	Tate	1105 Turner McCall Blvd	Rome	GA	30161	(901) 413-2851
Richard Cheong	Richard	Cheong	11141 Abercorn St	Savannah	GA	31419	(912) 713-6905
Supariwala Financials LLC	Aliakbarali	Supariwala	5531 N Henry Blvd	Stockbridge	GA	30281	(404) 992-2200
Abdelrazak Kassim	Abdelrazak	Kassim	4450 Nelson Brogden Blvd	Sugar Hill	GA	30518	(678) 640-9422
Dustin Griffin	Dustin	Griffin	103 W Franklin St	Sylvester	GA	31791	(229) 402-5815
Rey and Jackie Fulgencio	Rey	Fulgencio	1100 E Jackson St	Thomasville	GA	31792	(229) 977-5152
Tax Prep & Consulting LLC	Milan	Rao	4720 Jonesboro Rd	Union City	GA	30291	(229) 444-2908
Tilcam Services Group LLC	Markee	Tate	1124 Watson Blvd	Warner Robins	GA	31093	(901) 413-2851
Tax Lady Hills LLC	Deborah	Hills	64 E May St	Winder	GA	30680	(770) 616-0518

<b>Entity Name</b>	<b>Owner First Name</b>	<b>Owner Last Name</b>	<b>Office Address</b>	<b>Office City</b>	<b>Office State</b>	<b>Office Zip</b>	<b>Phone Number</b>
Lawrey Francis	Lawrey	Francis	6426 Bells Ferry Rd	Woodstock	GA	30189	(404) 694-8476
Dropp Enterprises LLC	Bradley	Dropp	6244 Old Hwy 5	Woodstock	GA	30188	(404) 428-9915
A Team Tax and Financial Svcs Inc.	Ron	Gatlin	66-560 Kamehameha Hwy	Haleiwa	HI	96712	(808) 223-0100
Aloha Tax Corp.	Constance	Rojcewicz	72 Kekuanaoa Ave	Hilo	HI	96720	(808) 895-4042
Perfect Circle Incorporated	Rhonda	Hughes	4273 Rice St	Lihue	HI	96766	(907) 631-1216
A Team Tax and Financial Svcs Inc.	Ron	Gatlin	85-880 Farrington Hwy	Waianae	HI	96792	(808) 223-0100
A Team Tax and Financial Svcs Inc.	Ron	Gatlin	94-210 Pupukahi St	Waipahu	HI	96797	(808) 223-0100
C&M Tax Service LLC *	Charles	Wolfe	TBD	Coralville	IA	TBD	(319) 330-5731
KCI Stores Inc	Chad	Brown	2125 W Broadway	Council Bluffs	IA	51501	(701) 570-3762
Wendy Ball	Wendy	Ball	3923 E 14th St	Des Moines	IA	50313	(319) 404-1590
C&M Tax Service LLC	Charles	Wolfe	601 Hollywood Blvd	Iowa City	IA	52240	(319) 330-5731
Wendy Ball	Wendy	Ball	208 E Linn St	Marshalltown	IA	50158	(319) 404-1590
Carrie Bareis and John B. Bareis	Carrie	Bareis	305 Church St	Ottumwa	IA	52501	(217) 653-2716
Sentry Investments Inc	Creighton	Thurman	1717 Pierce Street	Sioux City	IA	51105	(605) 624-6935

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Nicholas J Elliott	Nicholas	Elliott	2812 University Ave	Waterloo	IA	50701	(319) 830-0714
Tax Time Taxes LLC	Kristy	Ruble	6900 University Ave	Windsor Heights	IA	50324	(515) 274-2950
Assurance Tax Services LLC	Amy	Fishell	8065 Fairview Ave	Boise	ID	83704	(530) 228-0265
TM Tax Services LLC	Tereena	Barnes	959 Overland Avenue	Burley	ID	83318	(208) 569-1941
David and Barbara Myers	David	Myers	411 W Haycraft Ave	Coeur D Alene	ID	83815	(801) 916-0887
TM Tax Services LLC	Tereena	Barnes	273 North Woodruff Ave	Idaho Falls	ID	83401	(208) 569-1941
TM Tax Services LLC	Tereena	Barnes	1206 E 17th St	Idaho Falls	ID	83404	(208) 569-1941
Assurance Tax Services LLC	Amy	Fishell	1890 E Fairview Ave	Meridian	ID	83642	(530) 228-0265
Cristina Stanciu	Cristina	Stanciu	618 12TH Ave So	Nampa	ID	83651	(208) 412-9851
Raquel R. Schrick	Raquel	Schrick	1112 Caldwell Blvd	Nampa	ID	83651	(208) 571-8597
TM Tax Services LLC	Tereena	Barnes	1023 Yellowstone Ave	Pocatello	ID	83201	(208) 569-1941
David and Barbara Myers	David	Myers	4082 E Primrose Ln	Post Falls	ID	83854	(801) 916-0887
TM Tax Services LLC	Tereena	Barnes	430 Blue Lakes Blvd N	Twin Falls	ID	83301	(208) 569-1941
Amjad Ghafoor	Amjad	Ghafoor	1109 E New York St	Aurora	IL	60505	(630) 803-0757
Amjad Ghafoor	Amjad	Ghafoor	898 N Lake St	Aurora	IL	60506	(630) 803-0757



Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
NYM Bookkeeping & Tax Prep LLC	Nicole	Miller	1610 W Garfield Ave	Bartonville	IL	61607	(309) 251-9569
Richard Klene	Richard	Klene	651 Carlyle Ave	Belleville	IL	62221	(618) 402-6533
Thompson Financial Services Inc.*	Bruce	Thompson	TBD	Belleville	IL	TBD	(314) 614-6930
Saifur Choudhury	Saifur	Choudhury	6203 W Cermak Rd	Berwyn	IL	60402	(847) 800-1653
WA Group Inc	Edward	Wilkins	636 S Main St	Bourbonnais	IL	60914	(708) 636-1904
Thompson Financial Services Inc	Bruce	Thompson	1501 Camp Jackson Rd	Cahokia	IL	62206	(314) 614-6930
CBM Financial Inc.	Hammad	Mulla	665 River Oaks Drive	Calumet City	IL	60409	(708) 252-1350
Baste Financial Services Inc	Kalid	Baste	7116 S Jeffery Blvd	Chicago	IL	60649	(708) 380-2000
Baste Financial Services Inc	Kalid	Baste	7904 S Exchange Ave	Chicago	IL	60617	(708) 380-2000
Baste Financial Services Inc	Kalid	Baste	2010 E 87th Street	Chicago	IL	60617	(708) 380-2000
Baste Financial Services Inc	Kalid	Baste	9419 S Ashland Ave	Chicago	IL	60620	(708) 380-2000
Baste Financial Services Inc	Kalid	Baste	525 W 119th Street	Chicago	IL	60628	(708) 380-2000
Baste Financial Services Inc	Kalid	Baste	8557 S Cottage Grove	Chicago	IL	60619	(708) 380-2000
Baste Financial Services Inc	Kalid	Baste	4651 W 79th Street	Chicago	IL	60652	(708) 380-2000
Baste Financial Services Inc	Kalid	Baste	1542 W 63rd St	Chicago	IL	60636	(708) 380-2000

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Baste Financial Services Inc	Kalid	Baste	6920 S Ashland Ave	Chicago	IL	60636	(708) 380-2000
Baste Financial Services Inc	Kalid	Baste	807 E 79th Street	Chicago	IL	60619	(708) 380-2000
Baste Financial Services Inc	Kalid	Baste	7908 S Halsted St	Chicago	IL	60620	(708) 380-2000
Baste Financial Services Inc	Kalid	Baste	6250 S Western Ave	Chicago	IL	60636	(708) 380-2000
Salem Financial Consultant INC.	Mahdi	Salem	7601 S Cicero Ave	Chicago	IL	60652	(708) 525-2199
Salem Financial Consultant INC.	Mahdi	Salem	7600 S Pulaski	Chicago	IL	60652	(708) 525-2199
People's Tax and Accounting Inc	Ebrahim	Ayub	4407 N Broadway	Chicago	IL	60640	(773) 931-8779
People's Tax and Accounting Inc	Ebrahim	Ayub	3208 W Lawrence Ave	Chicago	IL	60625	(773) 931-8779
People's Tax and Accounting Inc	Ebrahim	Ayub	718 W 31st St	Chicago	IL	60616	(773) 931-8779
Affordable Taxes Inc	Zafar	Bhurya	5509 N Broadway	Chicago	IL	60640	(773) 419-7680
Affordable Taxes Inc	Zafar	Bhurya	4700 S Michigan	Chicago	IL	60615	(773) 419-7680
Affordable Taxes Inc	Zafar	Bhurya	432 East 47th St	Chicago	IL	60653	(773) 419-7680
Affordable Taxes Inc	Zafar	Bhurya	7364 N Greenview	Chicago	IL	60626	(773) 419-7680
Itax Solutions Inc.	Muhammad	Mirza	4941 N Milwaukee Ave	Chicago	IL	60630	(773) 240-7060
Mustafa Usman	Mustafa	Usman	5948 W North Ave	Chicago	IL	60639	(773) 614-2319

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
ACAI Services Inc	Syed	Ekram	5622 S Pulaski Rd	Chicago	IL	60629	(630) 362-9539
A&F Taxes Inc.	Hameeda Wahab	Junagadhwala	3902 W North Avenue	Chicago	IL	60647	(773) 645-5221
A&F Taxes Inc.	Hameeda Wahab	Junagadhwala	3203 W North Ave	Chicago	IL	60647	(773) 645-5221
Syed F. Ekram	Syed	Ekram	1572 S Kedzie Ave	Chicago	IL	60623	(630) 362-9539
Derrick Smith	Derrick	Smith	9204 S Commercial Ave	Chicago	IL	60617	(773) 771-5037
Bruce Diaz and Mouloud Bourbet	Bruce	Diaz	6500 W Irving Park Rd	Chicago	IL	60634	(312) 459-9528
Bruce Diaz and Mouloud Bourbet	Bruce	Diaz	2623 N Harlem	Chicago	IL	60707	(312) 459-9528
JFJJ Income Tax Service LLC	John	Russell	176 Halsted Street	Chicago Heights	IL	60411	(708) 990-0890
Thompson Financial Services Inc	Bruce	Thompson	153 E Pershing Rd	Decatur	IL	62526	(314) 614-6930
Thompson Financial Services Inc	Bruce	Thompson	1489 E Eldorado St	Decatur	IL	62521	(314) 614-6930
NYM Bookeeping & Tax Prep LLC	Nicole	Miller	238 W Camp St	East Peoria	IL	61611	(309) 251-9569
Thompson Financial Services Inc	Bruce	Thompson	2204 State St	East Saint Louis	IL	62205	(314) 614-6930
Shama Tax Services Inc.	Salman	Awan	224 S Randall Rd	Elgin	IL	60123	(630) 956-6811

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
NYM Bookkeeping & Tax Prep LLC	Nicole	Miller	105 W Main St	Elmwood	IL	61529	(309) 251-9569
WA Group Inc	Edward	Wilkins	20500 South LaGrange Road	Frankfort	IL	60423	(708) 636-1904
A&F Taxes Inc.	Hameeda Wahab	Junagadhwala	9647 Grand Ave	Franklin Park	IL	60131	(773) 645-5221
Judy Van Unnik	Judy	Van Unnik	1640 N Henderson St	Galesburg	IL	61401	(309) 337-9575
Sixpac Inc.	Mark	Wajswol	7500 W Grand Ave	Gurnee	IL	60031	(312) 912-7897
Illinois Tax Group Inc.	Raheel	Baig	224 S Larkin Ave	Joliet	IL	60436	(708) 557-2398
Shama Tax Services Inc.	Salman	Awan	166 N Randall Rd	Lake in the Hills	IL	60156	(630) 956-6811
Faizan S Ahmed	Faizan	Ahmed	1041 E 9th St	Lockport	IL	60441	(630) 995-0921
Maureen Zars	Maureen	Zars	303 S Main St	Lombard	IL	60148	(630) 818-6742
Carrie Bareis and John B. Bareis	Carrie	Bareis	1140 E Jackson St	Macomb	IL	61455	(217) 653-2716
CBM Financial Inc.	Hammad	Mulla	901 S 5th Ave	Maywood	IL	60153	(708) 252-1350
Bruce Diaz and Mouloud Bourbet	Bruce	Diaz	1910 W Lake St	Melrose Park	IL	60160	(312) 459-9528
WA Group Inc	Edward	Wilkins	15825 Central Ave	Oak Forest	IL	60452	(708) 636-1904
WA Group Inc	Edward	Wilkins	4732 W 103rd St	Oak Lawn	IL	60453	(708) 636-1904
Amjad Ghafoor	Amjad	Ghafoor	1134 Douglas Rd	Oswego	IL	60543	(630) 803-0757

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Carrie Bareis and John B. Bareis	Carrie	Bareis	967 W Washington	Pittsfield	IL	62363	(217) 653-2716
NYM Bookkeeping & Tax Prep LLC	Nicole	Miller	709 N Main St	Princeton	IL	61356	(309) 251-9569
Carrie Bareis and John B. Bareis	Carrie	Bareis	1403 Broadway	Quincy	IL	62301	(217) 653-2716
Carrie Bareis and John B. Bareis	Carrie	Bareis	307 N 36th St	Quincy	IL	62301	(217) 653-2716
JFJJ Income Tax Service LLC	John	Russell	4020 Sauk Trail	Richton Park	IL	60471	(708) 990-0890
People's Tax and Accounting Inc	Ebrahim	Ayub	3547 Dempster ST	Skokie	IL	60076	(773) 931-8779
WA Group Inc	Edward	Wilkins	500 E 162nd St	South Holland	IL	60473	(708) 636-1904
WA Group Inc	Edward	Wilkins	1702 Sangamon Ave	Springfield	IL	62702	(708) 636-1904
WA Group Inc	Edward	Wilkins	1510 W Wabash	Springfield	IL	62704	(708) 636-1904
Michael Moore	Michael	Moore	3400 Union Ave A	Steger	IL	60475	(847) 409-4102
Richard Hanviriyapunt	Richard	Hanviriyapunt	6134 S Harlem Ave	Summit Argo	IL	60501	(630) 258-3045
Maureen Zars	Maureen	Zars	110 E St Charles Rd	Villa Park	IL	60181	(630) 818-6742
Fred Huffman and Jeffrey Woodlee	Fred	Huffman	3850 S Emerson Ave	Beech Grove	IN	46203	(317) 374-9106
John Burton	John	Burton	5015 W State Road 46 Suite J	Bloomington	IN	47404	(812) 327-7846

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Prickett Enterprises Inc.	Michael	Prickett	2110 Central Ave	Columbus	IN	47201	(317) 840-4127
Marchizza Tax LLC	Felicia	Bowden	3008 Covert Ave	Evansville	IN	47714	(812) 664-2665
Marchizza Tax LLC	Felicia	Bowden	4120 N First Ave	Evansville	IN	47710	(812) 664-2665
Marchizza Tax LLC	Felicia	Bowden	2006 E Morgan Ave	Evansville	IN	47711	(812) 664-2665
DAM Taxes Inc	Dori Dolores	Miller	4326 Maplecrest Rd	Fort Wayne	IN	46815	(260) 402-3250
Prickett Enterprises Inc.	Michael	Prickett	930 N Morton St	Franklin	IN	46131	(317) 840-4127
Carol Evans and Don Evans	Carol	Evans	3100 Meridian Park	Greenwood	IN	46142	(317) 442-3383
Hammond Financial Inc	Ghufran	Ahmed	6414 Calumet Ave	Hammond	IN	46324	(708) 252-1350
Mitchell Rosen Tax Service LLC	Joseph	Rosen	1679 E 37th Ave	Hobart	IN	46342	(219) 306-9940
E & R Gagen LLC	Ed	Gagen	8807 E 38th St	Indianapolis	IN	46226	(317) 897-1040
Kazem Tabatabai	Kazem	Tabatabai	5945 Crawfordsville Rd	Indianapolis	IN	46224	(317) 956-9917
Kazem Tabatabai	Kazem	Tabatabai	8330 N Michigan Rd	Indianapolis	IN	46268	(317) 956-9917
Monique Jackson	Monique	Jackson	2053 N Emerson Ave	Indianapolis	IN	46218	(317) 964-3865
Lloyd Manning Jr	Lloyd	Manning Jr	2702 West 71st Street	Indianapolis	IN	46268	(317) 441-1448
B&B Business Group LLC	Michael	Budka	9210 Rockville Rd	Indianapolis	IN	46234	(909) 730-6786

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Kazem Tabatabai *	Kazem	Tabatabai	TBD	Indianapolis	IN	TBD	(317) 956-9917
Linda D. Goepper	Linda	Goepper	591 W Eads Pkwy	Lawrenceburg	IN	47025	(513) 600-5148
Roy and Mary Couch	Roy	Couch	2904 W White River Blvd	Muncie	IN	47304	(765) 212-4896
Charles Spencer	Charles	Spencer	319 S 14th St	New Castle	IN	47362	(424) 703-5280
Prickett Enterprises Inc.	Michael	Prickett	1601 E Main St	Plainfield	IN	46168	(317) 840-4127
Mitchell Rosen Tax Service LLC	Joseph	Rosen	2686 Willowcreek Rd	Portage	IN	46368	(219) 306-9940
Marchizza Tax LLC	Felicia	Bowden	230 W Broadway St	Princeton	IN	47670	(812) 664-2665
Eric J. Bowman	Eric	Bowman	18 N 16th St	Richmond	IN	47374	(765) 524-8126
Prickett Enterprises Inc.	Michael	Prickett	28 Public Sq	Shelbyville	IN	46176	(317) 840-4127
Thomas Henggeler Enterprises LLC	Thomas	Henggeler	3710 State Ave	Kansas City	KS	66102	(816) 806-9091
Thomas Henggeler Enterprises LLC	Thomas	Henggeler	1711 Minnesota Ave	Kansas City	KS	66102	(816) 806-9091
Ashleigh D. Windle	Ashleigh	Windle	6419 State Ave	Kansas City	KS	66102	(913) 687-5341
Sheena Retnam Simon	Sheena Retnam	Simon	1005 W Amity St	Louisburg	KS	66053	(913) 937-8554
KC Tax Services LLC	Zabbir	Pirani	1990 E Santa Fe	Olathe	KS	66062	(816) 616-9172
Sheena Retnam Simon	Sheena Retnam	Simon	508 Baptiste Dr	Paola	KS	66071	(913) 937-8554

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Carlos Walker	Carlos	Walker	4994 Roe Blvd	Roeland Park	KS	66205	(913) 890-3523
Sheena Retnam Simon	Sheena Retnam	Simon	6427 Quivira Rd	Shawnee Mission	KS	66216	(913) 937-8554
Financial Change Solutions LLC	Jolanda	Hamilton	902 N West St.	Wichita	KS	67203	(817) 939-1268
Don Chippeaux	Don	Chippeaux	7340 W Central	Wichita	KS	67212	(316) 734-6706
BMH Enterprises LLC	Bret	Hardee	1006 W Pawnee	Wichita	KS	67213	(806) 441-4497
BMH Enterprises LLC	Bret	Hardee	1111 S Rock Rd	Wichita	KS	67207	(806) 441-4497
BMH Enterprises LLC*	Bret	Hardee	TBD	Wichita	KS	TBD	(806) 441-4497
Mary L. Sparks	Mary	Sparks	1205 Montgomery Ave	Ashland	KY	41101	(606) 474-4295
Mary Taylor	Mary	Taylor	800 East John Rowan Blvd	Bardstown	KY	40004	(502) 664-8378
A Feldmann Tax Service LLC	AlAnn	Feldmann	15 Broadway St	Dry Ridge	KY	41035	(859) 620-9992
Mary Taylor	Mary	Taylor	1308 N Dixie Hwy	Elizabethtown	KY	42701	(502) 664-8378
Elizabeth Hurst	Elizabeth	Hurst	1629 Ashland Rd	Greenup	KY	41144	(419) 571-6644
Peterson Tax Service LLC	David	Peterson	1004 Bypass S	Lawrenceburg	KY	40342	(502) 859-0313
Linh T. Hoang	Linh	Hoang	2001 Hikes Ln	Louisville	KY	40218	(502) 544-7978
Linh T. Hoang	Linh	Hoang	4729 Dixie Hwy	Louisville	KY	40216	(502) 544-7978



Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
MDK Tax LLC	Debra	Walker	2520 Portland Ave	Louisville	KY	40212	(502) 365-2693
MDK Tax LLC	Debra	Walker	9050 Dixie Hwy	Louisville	KY	40258	(502) 365-2693
Tommy Smith	Tommy	Smith	2118 Cumberland Ave	Middlesboro	KY	40965	(606) 499-6432
Peterson Tax Service LLC	David	Peterson	116 Blueberry Ln	Nicholasville	KY	40356	(502) 859-0313
ADT Tax and Accounting Inc	Jami	Walling	180 Town Mountain Rd	Pikeville	KY	41501	(304) 236-5062
Sean Galvin	Sean	Galvin	2201 11th St	Mandeville	LA	70471	(985) 807-3502
Chantell R Tejeda and Gernarda Bailey	Chantell	Tejeda	6824 Veterans Memorial Blvd	Metairie	LA	70003	(504) 618-3886
Chantell R Tejeda and Gernarda Bailey	Chantell	Tejeda	5958 Airline Hwy	Baton Rouge	LA	70805	(504) 618-3886
Inhands Tax and Consulting dba LTS 7721	Kandy	Rose	803 N Broad St	New Orleans	LA	70119	(504) 494-0393
Dylan Gerard	Dylan	Gerard	4702 Johnston St	Lafayette	LA	70503	(337) 852-0444
Smart Taxes LLC	Brandy	Armstrong	1835 Old Minden Rd	Bossier City	LA	71111	(903) 736-1674
Smart Taxes LLC	Brandy	Armstrong	3912 Youree Dr	Shreveport	LA	71105	(903) 736-1674
Smart Taxes LLC	Brandy	Armstrong	4755 Linwood Ave	Shreveport	LA	71108	(903) 736-1674
Hesham Mohd	Hesham	Mohd	608 Surrey St	Lafayette	LA	70501	(337) 255-7811
Jane Sneed	Jane	Sneed	201 East Union	Minden	LA	71055	(318) 465-0480

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Andrew R. Smith	Andrew	Smith	111 South Dr	Natchitoches	LA	71457	(318) 780-8953
Andrew R. Smith	Andrew	Smith	3326 Monroe St	Alexandria	LA	71301	(318) 780-8953
CJ Accounting Inc	Cheryl	Nichols	251 Enterprise Dr Suite 2	Houma	LA	70360	(501) 262-8579
Philip Jeanfreau	Philip	Jeanfreau	1318 W Thomas St.	Hammond	LA	70401	(985) 900-4220
Digipro Engineering Inc.	Ralph	Guisti	362 College St	Amherst	MA	01002	(413) 813-9879
CJ Accounting Inc *	Cheryl	Nichols	TBD	Slidell	LA	TBD	(501) 262-8579
Trident Financial Services LLC	William	Rhines	512 Main St	Athol	MA	01331	(720) 545-6739
Madlin Enterprises LLC	Lori	Bedrosian	8 S Main St	Attleboro	MA	02703	(888) 274-8876
Taxmatters Inc.	Katelyn	Browning	325 Southbridge St	Auburn	MA	01501	(508) 832-3983
Taxmatters Inc.	Katelyn	Browning	850 Southbridge St	Auburn	MA	01501	(508) 832-3983
Kevin Cooper	Kevin	Cooper	21 Stoughton St	Boston	MA	02125	(617) 283-6497
Samuel M. Trotman Jr. and Cynthia Ward	Samuel	Trotman	536 Dorchester Ave	Boston	MA	02127	(832) 292-7610
Key Business Services Inc.	Linda	Poehler	653 Warren St	Boston	MA	02121	(617) 981-9870
Julius Quaye	Julius	Quaye	317 Washington St	Brighton	MA	02135	(617) 688-4838
Julius Quaye	Julius	Quaye	7 Westgate Dr	Brockton	MA	02301	(617) 688-4838

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Julius Quaye	Julius	Quaye	728 Crescent St	Brockton	MA	02302	(617) 688-4838
Whittier Advisory Group Inc	Nancy	Howard	83 Parkhurst Rd	Chelmsford	MA	01824	(978) 437-7218
Deniliva Inc.	Steven	Kowalski	17 Broadway St	Chicopee	MA	01020	(413) 250-9857
Deniliva Inc.	Steven	Kowalski	28 Montgomery St	Chicopee	MA	01020	(413) 250-9857
Deniliva Inc.	Steven	Kowalski	732 Chicopee St	Chicopee	MA	01013	(413) 250-9857
Trident Financial Services LLC	William	Rhines	134 High Street	Clinton	MA	01510	(720) 545-6739
3G Tax Corp	Jeneen	Giannandrea	553 High Street	Dedham	MA	02026	(617) 966-6035
Saqib Tasneem	Saqib	Tasneem	53 Union St	Easthampton	MA	01027	(413) 588-6225
Diane Lopes-Ferreira	Diane	Lopes-Ferreira	818 Pleasant St	Fall River	MA	02723	(508) 992-0272
Rhines Financial LLC	William H.	Rhines	30 John Fitch Hwy	Fitchburg	MA	01420	(774) 414-8802
Trident Financial Services LLC	William H.	Rhines	19 School Street	Framingham	MA	01701	(720) 545-6739
Jain Inc.	Prabhakar	Jain	29 Union Square	Gardner	MA	01440	(508) 615-9560
Poet Seat Associates LLC	Todd	Cromack	108 Federal Street	Greenfield	MA	01301	(413) 992-7628
Miguel Lora	Miguel	Lora	101 S Main St	Haverhill	MA	01835	(978) 394-7893

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Trident Financial Services LLC	William	Rhines	697 Main St 2	Holden	MA	01520	(720) 545-6739
Deniliva Inc.	Steven	Kowalski	344 High St	Holyoke	MA	01040	(413) 250-9857
Samuel M. Trotman Jr. and Cynthia Ward	Samuel	Trotman	1280 Hyde Park Ave	Hyde Park	MA	02136	(832) 292-7610
Bold Realty Investments LLC	Luisa	Osorio-Sanchez	138 Broadway	Lawrence	MA	01841	(978) 728-8892
George Handy	George	Handy	15 Sack Blvd	Leominster	MA	01453	(508) 958-6267
Bold Realty Investments LLC	Luisa	Osorio-Sanchez	408 Bridge St	Lowell	MA	01850	(978) 728-8892
Diane Maria Dos Reis	Diane Maria	Dos Reis	61 East St	Ludlow	MA	01056	(413) 949-3863
Key Business Services Inc.	Linda	Poehler	16 Irving St	Malden	MA	02148	(617) 981-9870
Trident Financial Services LLC	William	Rhines	282 E Main St	Marlborough	MA	01752	(720) 545-6739
Samuel M. Trotman Jr. and Cynthia Ward	Samuel	Trotman	530 River St	Mattapan	MA	02126	(832) 292-7610
Madlin Enterprises LLC	Lori	Bedrosian	178 E Main St	Milford	MA	01757	(888) 274-8876
Clipper Ship Ventures LLC	Paul	Games	5 Water St	Newburyport	MA	01950	(978) 518-3136
Saqib Tasneem	Saqib	Tasneem	242 King St	Northampton	MA	01060	(413) 588-6225
Carlos E. Farias	Carlos	Farias	36F Walnut St	Peabody	MA	01960	(978) 210-5887

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Key Business Services Inc.	Linda	Poehler	7 Traders Way	Salem	MA	01970	(617) 981-9870
Trident Financial Services LLC	William	Rhines	689 Main St	Shrewsbury	MA	01545	(720) 545-6739
Southbridge Tax LLC	William	Rhines	331 Main St	Southbridge	MA	01550	(570) 592-8861
Trident Financial Services LLC	William	Rhines	158 Main St	Spencer	MA	01562	(720) 545-6739
Deniliva Inc.	Steven	Kowalski	1179 State St	Springfield	MA	01109	(413) 250-9857
Deniliva Inc.	Steven	Kowalski	481 Belmont Ave	Springfield	MA	01108	(413) 250-9857
Deniliva Inc.	Steven	Kowalski	977 Boston Rd	Springfield	MA	01119	(413) 250-9857
Teddy Arthur-Kwallah	Teddy	Arthur-Kwallah	466 Main St	Stoneham	MA	02180	(617) 818-4670
Madlin Enterprises LLC	Lori	Bedrosian	289 Winthrop St	Taunton	MA	02780	(888) 274-8876
Rhines Brothers LLC.	William	Rhines	281 Main St	Webster	MA	01570	(570) 592-8861
Chestnut Tax Group LLC	Ray	Maagero	900 Riverdale St	West Springfield	MA	01089	(860) 614-5885
Chestnut Tax Group LLC	Ray	Maagero	34 Main St	Westfield	MA	01085	(860) 614-5885
Gracia Gracia Crevecoeur Gracia	Lensay	Gracia	84 Pond St	Weymouth	MA	02190	(857) 249-0757
Southbridge Tax LLC	William	Rhines IV	168 Church St	Whitinsville	MA	01588	(570) 592-8861
Rhines Financial LLC	William H.	Rhines	1280 Main St	Worcester	MA	01603	(774) 414-8802

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Rhino Tax LLC	William	Rhines	290 Grafton St	Worcester	MA	01604	(774) 414-8802
Lincoln Tax LLC	William	Rhines	534 Lincoln St	Worcester	MA	01605	(774) 414-8802
RRR Tax LLC	William	Rhines	691 Grafton St	Worcester	MA	01604	(774) 414-8802
Trident Financial Services LLC	William	Rhines	270 Grove St	Worcester	MA	01605	(720) 545-6739
Midas Touch Inc.	Connie	Moore	8620 Belair Rd	Baltimore	MD	21236	(410) 215-9159
Emmanuel Adewale	Emmanuel	Adewale	11113 Baltimore Ave	Beltsville	MD	20705	(703) 887-0053
Oakshaw LLC	Dustin	Martz	55 Henderson Ave	Cumberland	MD	21502	(304) 685-8637
Richard Biven	Richard	Biven	6 Denton Plaza	Denton	MD	21629	(443) 282-8705
Paulinus I. Akosa	Paulinus	Akosa	1420 Merritt Blvd	Dundalk	MD	21222	(410) 747-4149
Richard Biven	Richard	Biven	423 E Dover St	Easton	MD	21601	(443) 282-8705
Paulinus I. Akosa	Paulinus	Akosa	1812 Pulaski Hwy	Edgewood	MD	21040	(410) 747-4149
Paulinus I. Akosa	Paulinus	Akosa	8659 Baltimore Nal Pike	Ellicott City	MD	21043	(410) 747-4149
James R. Grant	James	Grant	1202 E Patrick	Frederick	MD	21701	(301) 639-3795
James R. Grant	James	Grant	5826 Ballenger Creek Pike	Frederick	MD	21703	(301) 639-3795
KP & Sons LLC	Prabin	Shrestha	263 Muddy Branch Rd	Gaithersburg	MD	20878	(301) 300-7569

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Hartman Tax Service Inc.	Robert	Hartman	1053 MD Rt 3 N	Gambrills	MD	21054	(410) 245-1127
Scott Burke	Scott	Burke	1073 Maryland Ave	Hagerstown	MD	21740	(717) 597-8970
Elite Tax Services LLC	Tara	May	122 North Burhans Blvd	Hagerstown	MD	21740	(304) 279-8944
Elite Tax Services LLC*	Tara	May	TBD	Hagerstown	MD	TBD	(304) 279-8944
MSM Enterprises Inc	Maryann	Colati	717 S Salisbury Blvd	Salisbury	MD	21801	(609) 712-0841
QBJ Tax Preparation Services LLC	Quentin	Jones	4301 Silver Hill Rd	Suitland	MD	20746	(410) 236-4131
Christopher York	Christopher	York	272 Main St	Lewiston	ME	04240	(207) 631-3546
Danielle Kurkules	Danielle	Kurkules	9886 Belleville Rd	Belleville	MI	48111	(586) 943-4481
Justin Y. Yono*	Justin	Yono	TBD	Canton	MI	TBD	(248) 931-3100
Donna Jemison	Donna	Jemison	25435 Van Dyke Center Line	Center Line	MI	48015	(313) 686-0780
Hardcastle Advisors LLC	Ryan	Case	46436 Gratiot Ave	Chesterfield	MI	48051	(313) 605-4570
Ruth DeJonge	Ruth	DeJonge	17 W 14 Mile Rd	Clawson	MI	48017	(248) 534-7277
Tiffany T. Brady	Tiffany	Brady	425 W Vienna St	Clio	MI	48420	(989) 858-6327
MNS Service Corp	Mohammed	Chandoo	23936 Michigan Ave	Dearborn	MI	48124	(718) 536-6780
Nicola Nunu	Nicola	Nunu	14329 W Warren Ave	Dearborn	MI	48126	(313) 999-6442

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Hardcastle Advisors LLC	Ryan	Case	16449 Harper Ave	Detroit	MI	48224	(313) 605-4570
Redmond and Associates LLC	Denita	Redmond	9324 Woodward Ave	Detroit	MI	48202	(248) 255-8700
Garypeter Site Number One Inc	Gary	Winston Sr.	16817 Livernois Ave	Detroit	MI	48221	(313) 590-2588
Goliath Accounting Inc.	Jacqueline	Watson	20152 Plymouth Rd	Detroit	MI	48228	(248) 360-0532
Fouzia Shakoor	Fouzia	Shakoor	21645 W 8 Mile Rd	Detroit	MI	48219	(313) 327-9933
Leo Wagatha	Leo	Wagatha	6500 Michigan Ave	Detroit	MI	48210	(734) 516-3061
William Allen	William	Allen	14701 Mack Ave	Detroit	MI	48215	(734) 968-8990
Moe Investments L.L.C.	Joseph	Cottone	12920 Gratiot Ave	Detroit	MI	48205	(734) 231-0420
Sez Tax Inc.	Zaman	Feroz	16710 Grand River Ave	Detroit	MI	48227	(586) 944-7462
Sez Tax Inc.	Zaman	Feroz	20101 Seven Mile Rd	Detroit	MI	48219	(586) 944-7462
LJ's Tax Service LLC	Latisha	Martin	7721 E 7 Mile Rd	Detroit	MI	48234	(313) 289-8128
Patricia Martinez and Peter Galda	Patricia	Martinez	31628 Grand River Ave	Farmington	MI	48336	(734) 776-2098
Winston Estes Financial LLC	Gary	Winston	258 W 9 Mile Rd	Ferndale	MI	48220	(313) 590-2588
Shahbaz Hussain	Shahbaz	Hussain	26654 Telegraph Rd	Flat Rock	MI	48134	(734) 272-7402
MELI Services Inc	Yahya	Rafiee	3218 S Dort Hwy	Flint	MI	48507	(408) 991-5147



Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Carl L. Taylor	Carl	Taylor	1350 W Bristol Rd	Flint	MI	48507	(989) 709-6194
ATB Tax Service LLC	Angela	Byrd	3046 W Pierson Rd	Flint	MI	48504	(248) 722-5182
Kokopelli-I Inc.	James	Reeves	4128 24th Ave	Fort Gratiot	MI	48059	(248) 561-1290
Hampton Ventures Incorporated	Susan	Hampton	29540 Ford Rd	Garden City	MI	48135	(734) 718-8106
Justin Y. Yono	Justin	Yono	33265 Ford Rd	Garden City	MI	48135	(248) 931-3100
Hardcastle Advisors LLC	Ryan	Case	1621 Leonard St NE	Grand Rapids	MI	49505	(313) 605-4570
John Sabin	John	Sabin	124 S Lafayette St	Greenville	MI	48838	(616) 824-0324
Hardcastle Advisors LLC	Ryan	Case	19294 Kelly Rd	Harper Woods	MI	48225	(313) 605-4570
Jason Kassab	Jason	Kassab	1605 E 8 Mile Rd	Hazel Park	MI	48030	(586) 709-3248
ACE Advanced Services LLC	Jamie	Bieske	1194 N West Ave	Jackson	MI	49202	(231) 445-1027
Cardinal Constructs Inc.	Charles	Miller	4026 S Westnedge Ave	Kalamazoo	MI	49008	(269) 599-1760
Joseph Hines and Robin Hines	Robin	Hines	187 N Park Blvd	Lake Orion	MI	48362	(248) 494-1847
Tami Varricchio	Tami	Varricchio	401 N Clippert Street	Lansing	MI	48912	(517) 388-2387
MI030 LLC	Daniel	Roman	3460 Dix Hwy	Lincoln Park	MI	48146	(313) 319-4511
Hampton Ventures Incorporated	Susan	Hampton	32013 Plymouth Rd	Livonia	MI	48150	(734) 718-8106

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Isannah Henkes	Isannah	Henkes	421 S Saginaw Rd	Midland	MI	48640	(989) 444-2990
Michael Keck	Mike	Keck	604 N Telegraph Rd	Monroe	MI	48162	(734) 652-9084
Isannah Henkes	Isannah	Henkes	2005 S Mission St	Mount Pleasant	MI	48858	(989) 444-2990
Redmond and Associates LLC	Denita	Redmond	13740 W 9 Mile Rd	Oak Park	MI	48237	(248) 255-8700
Kokopelli-I Inc.	James	Reeves	1420 24th Street	Port Huron	MI	48060	(248) 561-1290
Goliath Accounting Inc.	Jacqueline	Watson	26161 Six Mile Rd	Redford	MI	48240	(248) 360-0532
Rami Akl	Rami	Akl	24034 Joy Rd	Redford	MI	48239	(313) 424-3765
Dale Roman	Dale	Roman	10537 W Jefferson Ave	River Rouge	MI	48218	(734) 301-3741
SD Ventures LLC	Donald	McGlone	26211 Gratiot Ave	Roseville	MI	48066	(313) 477-3812
Carl L. Taylor	Carl	Taylor	5722 State St	Saginaw	MI	48603	(989) 709-6194
Stephanie Steward	Stephanie	Steward	2623 E Genessee	Saginaw	MI	48601	(989) 332-4996
Goliath Accounting Inc.	Jacqueline	Watson	25219 Southfield Rd	Southfield	MI	48075	(248) 360-0532
Goliath Accounting Inc.	Jacqueline	Watson	20109 W 12 Mile Rd	Southfield	MI	48076	(248) 360-0532
The Guardian Group LLC	Robert	Arndt	14400 Eureka Rd	Southgate	MI	48195	(734) 444-5149
Laurie L. Kuss	Laurie	Kuss	13700 Fort St	Southgate	MI	48195	(248) 819-2710
Sheldon Tax & Accounting Inc.	Matthew	Sheldon	37872 Van Dyke	Sterling Heights	MI	48312	(810) 394-2637

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Dand Legacy Inc.	Donna	Hauser	13065 Pardee Rd	Taylor	MI	48180	(313) 299-3434
Shahbaz Hussain	Shahbaz	Hussain	27196 Eureka Rd	Taylor	MI	48180	(734) 272-7402
Hack Financial LLC	George	Hack	7355 Lewis Ave	Temperance	MI	48182	(419) 467-6579
Donna Jemison	Donna	Jemison	7235 E Nine Mile Rd	Warren	MI	48091	(313) 686-0780
Redmond and Associates LLC	Denita	Redmond	5657 Dixie Hwy	Waterford	MI	48329	(248) 255-8700
Carl L. Taylor	Carl	Taylor	2814 Cook Rd	West Branch	MI	48661	(989) 709-6194
Justin Y. Yono	Justin	Yono	6558 N Wayne Rd	Westland	MI	48185	(248) 931-3100
R P S Tax Service LLC	RajPal	Sandhu	934 S Wayne RD	Westland	MI	48186	(313) 523-9696
919 Investments LLC	Sam	Cottone	16105 West Rd	Woodhaven	MI	48183	(734) 231-0424
Highly Favored Tax Service LLC	Joaquina	Davis	1512 Washtenaw Ave	Ypsilanti	MI	48197	(313) 732-2378
Taxology Group LLC	Nikki	Small	5721 La Centre Ave	Albertville	MN	55301	(612) 570-4881
Cordell Roorda	Cordell	Roorda	7560 W 149th St	Apple Valley	MN	55124	(651) 491-3450
Scott Roth	Scott	Roth	13854 1st St	Becker	MN	55308	(763) 443-9852
TMARKJ Inc	Terry	Johnson	526 Washington St	Brainerd	MN	56401	(218) 820-3234
Freedom Financial Inc.	Robert	Sorensen	901 3rd St S	Buffalo	MN	55313	(763) 682-6001

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KJ Miller L.L.C.	Kelly	Miller	319 Main St W	Cannon Falls	MN	55009	(612) 272-3813
MJM Investments Inc	Scott	Arlandson	4110 Central Ave NE	Columbia Heights	MN	55421	(651) 387-8269
Reenis Holdings LLC	Rene	Isuk	6412 Bass Lake Rd	Crystal	MN	55428	(763) 954-1148
Freedom Financial Inc.	Robert	Sorensen	600 Babcock Blvd E	Delano	MN	55328	(763) 682-6001
Scott Roth	Scott	Roth	19112 Freeport St NW	Elk River	MN	55330	(763) 443-9852
MJM Investments Inc	Scott	Arlandson	2428 Central Ave NE	Minneapolis	MN	55418	(651) 387-8269
MJM Investments Inc	Scott	Arlandson	7714 Brooklyn Blvd	Minneapolis	MN	55443	(651) 387-8269
Scott Roth	Scott	Roth	236 W Broadway	Monticello	MN	55362	(763) 443-9852
Reenis Holdings LLC	Rene	Isuk	2960 Winnetka Ave N Ste 206	New Hope	MN	55427	(763) 954-1148
Sun West Inc	John	Moen	1180 Hwy 3 S	Northfield	MN	55057	(507) 573-1077
Scott Roth	Scott	Roth	6083 12th St N	Oakdale	MN	55128	(763) 443-9852
Nikki Shelstad	Nikki	Shelstad	3107 South Service Dr	Red Wing	MN	55066	(651) 380-3416
Brent Schulz	Brent	Schulz	275 37th St NE	Rochester	MN	55906	(651) 301-1291
Brent Schulz	Brent	Schulz	848 S Broadway	Rochester	MN	55904	(651) 301-1291
Jana Good	Jana	Good	1731 University Ave W	St Paul	MN	55104	(612) 251-8094
MJM Investments Inc	Scott	Arlandson	969 Arcade St	St Paul	MN	55106	(651) 387-8269

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MJM Investments Inc	Scott	Arlandson	472 Lexington Pkwy N	St Paul	MN	55104	(651) 387-8269
Scott Roth	Scott	Roth	3419 W Division St	St. Cloud	MN	56301	(763) 443-9852
Aldemaro Meynard and Eri Meynard	Eri	Meynard	1257 S Robert St	West Saint Paul	MN	55118	(651) 399-6929
Minnesota West Tax Service Inc	Michael	Williamson	1305 1st St S	Willmar	MN	56201	(320) 894-8963
Thompson Financial Services Inc	Bruce	Thompson	922 Jeffco Blvd	Arnold	MO	63010	(314) 614-6930
JDBW LLC	Shirley	Totten	706 E North Ave. Ste D	Belton	MO	64012	(816) 590-6648
Bruce Stansberry	Bruce	Stansberry	600 NW 7 Hwy	Blue Springs	MO	64014	(816) 830-3145
Alysia L. Kramer	Alysia	Kramer	603 N Providence Rd	Columbia	MO	65203	(573) 694-2054
Thompson Financial Services Inc	Bruce	Thompson	9195 W Florissant Ave	Ferguson	MO	63136	(314) 614-6930
Thompson Financial Services Inc	Bruce	Thompson	11681 W Florissant Ave	Florissant	MO	63033	(314) 614-6930
Thompson Financial Services Inc*	Bruce	Thompson	TBD	Florissant	MO	TBD	(314) 614-6930
Thompson Financial Services Inc*	Bruce	Thompson	TBD	St. Peters	MO	TBD	(314) 614-6930
Tonya K. Burress	Tonya	Burress	309 W Main	Fredericktown	MO	63645	(573) 944-3403

<b>Entity Name</b>	<b>Owner First Name</b>	<b>Owner Last Name</b>	<b>Office Address</b>	<b>Office City</b>	<b>Office State</b>	<b>Office Zip</b>	<b>Phone Number</b>
Cinden LLC	Charles	Olt	7203 North Oak Trafficway	Gladstone	MO	64118	(816) 651-4282
Thomas Henggeler Enterprises LLC	Thomas	Henggeler	11902 Blue Ridge Ext	Grandview	MO	64030	(816) 806-9091
John B Bareis and Carrie S. Bareis	John	Bareis	2711 St Marys Ave	Hannibal	MO	63401	(217) 653-3502
JDBW LLC	Shirley	Totten	1910 N Missouri 291 Hwy	Harrisonville	MO	64701	(816) 590-6648
Bruce Stansberry	Bruce	Stansberry	3501 S Noland Rd	Independence	MO	64055	(816) 830-3145
JDBW Enterprises Inc	Shirley	Totten	11200 E Hwy 24	Independence	MO	64054	(816) 590-6648
JDBW Enterprises Inc	Shirley	Totten	10816 E 23rd St S	Independence	MO	64052	(816) 590-6648
JDBW Enterprises Inc	Shirley	Totten	15803 E 23rd	Independence	MO	64055	(816) 590-6648
Karen Thompson	Karen	Thompson	1402 Missouri Blvd	Jefferson City	MO	65109	(314) 920-7024
Todd Dunlop	Todd	Dunlop	3120 S Main St	Joplin	MO	64804	(417) 850-3292
Carlos Walker	Carlos	Walker	906 W 39th St	Kansas City	MO	64111	(913) 890-3523
Thomas Henggeler Enterprises LLC	Thomas	Henggeler	3414 Independence Ave	Kansas City	MO	64124	(816) 806-9091
Thomas Henggeler Enterprises LLC	Thomas	Henggeler	3114 Prospect Ave	Kansas City	MO	64128	(816) 806-9091
KC Tax Services LLC	Zabbir	Pirani	1620 East 63rd Street	Kansas City	MO	64110	(816) 616-9172

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JDBW LLC	Shirley	Totten	1127 NE Rice Rd	Lees Summit	MO	64086	(816) 590-6648
Priority Bookkeeping Services LLC	Charles	Womack	112 S Forrest Ave	Liberty	MO	64068	(816) 929-4244
Thompson Financial Services Inc	Bruce	Thompson	14545 Manchester Rd	Manchester	MO	63011	(314) 614-6930
Thompson Financial Services Inc	Bruce	Thompson	12642 Dorsett Rd	Maryland Heights	MO	63043	(314) 614-6930
Catherine Cooper and William Cooper	Catherine	Cooper	409 Main St.	New Madrid	MO	63869	(573) 225-1050
Thompson Financial Services Inc	Bruce	Thompson	2017 Hwy K	OFallon	MO	63366	(314) 614-6930
Catherine Cooper and William Cooper	Catherine	Cooper	50 East State Highway	Portageville	MO	63873	(573) 225-1050
JDBW Enterprises Inc	Shirley	Totten	6520 Raytown Rd	Raytown	MO	64133	(816) 590-6648
Thompson Financial Services Inc	Bruce	Thompson	615 First Capitol Dr	Saint Charles	MO	63301	(314) 614-6930
Sandy Shannon	Sandy	Shannon	3111 N Grand Blvd.	Saint Louis	MO	63107	(314) 327-5878
Thompson Financial Services Inc	Bruce	Thompson	9836 Manchester Rd	Saint Louis	MO	63119	(314) 614-6930
Thompson Financial Services Inc*	Bruce	Thompson	TBD	Saint Louis	MO	TBD	(314) 614-6930
O2 Ventures LLC	Clement	Ogunyemi	1735 W Sunshine St	Springfield	MO	65807	(318) 533-2779

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Thompson Financial Services Inc	Bruce	Thompson	10525 St Charles Rock Rd	St Ann	MO	63074	(314) 614-6930
Thompson Financial Services Inc	Bruce	Thompson	12310 Bellefontaine Rd	St Louis	MO	63138	(314) 614-6930
Thompson Financial Services Inc	Bruce	Thompson	3609 S Grand Blvd	St Louis	MO	63118	(314) 614-6930
Thompson Financial Services Inc	Bruce	Thompson	3817 S Kingshighway Blvd	St Louis	MO	63109	(314) 614-6930
Thompson Financial Services Inc*	Bruce	Thompson	TBD	St Louis	MO	TBD	(314) 614-6930
Verla K. Smith	Verla	Smith	690 Missouri Blvd	St Robert	MO	65584	(573) 308-8409
Thompson Financial Services Inc	Bruce	Thompson	9016 St Charles Rock Rd	St. John	MO	63114	(314) 614-6930
Thompson Financial Services Inc	Bruce	Thompson	2168 Chambers Rd	St. Louis	MO	63136	(314) 614-6930
Valerie Adler	Valerie	Adler	100 S Lincoln Dr	Troy	MO	63379	(636) 290-6379
S & P Accounting Services LLC	Amy	Pope	1006 Washington Square	Washington	MO	63090	(636) 667-0435
Thompson Financial Services Inc	Bruce	Thompson	1201 Wentzville Pkwy	Wentzville	MO	63385	(314) 614-6930
Thompson Financial Services Inc *	Bruce	Thompson	TBD	St. Peters	MO	TBD	(314) 614-6930



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Thompson Financial Services Inc *	Bruce	Thompson	TBD	Florissant	MO	TBD	(314) 614-6930
Thompson Financial Services Inc *	Bruce	Thompson	TBD	St Louis	MO	TBD	(314) 614-6930
Richard J. Davidson	Richard	Davidson	606 W Broadway St	West Plains	MO	65775	(417) 255-4606
Paul C. Cox and Associates LLC	Patsy	Cox	1150 E Peace St	Canton	MS	39046	(601) 866-7070
Cohill's & Associates LLC	Daniel	Cohill	217 Hwy 35N	Carthage	MS	39051	(601) 862-8505
D&K of MS Inc.	Douglas	King	767 Hwy 98	Columbia	MS	39429	(601) 520-1393
Paul C. Cox and Associates LLC	Patsy	Cox	5735 I-55 North	Jackson	MS	39206	(601) 866-7070
Paul C. Cox and Associates LLC	Patsy	Cox	2815 SunCrest Dr	Jackson	MS	39212	(601) 866-7070
Trudi S. Barr	Trudi	Barr	720 Hwy 11 S	Picayune	MS	39466	(601) 347-3523
Mark Robison	Mark	Robison	1087 US Hwy 2 W	Kalispell	MT	59901	(406) 270-5746
J. Harrington Services LLC	Princess	Harrington	636 NC 24 27 Bypass E	Albemarle	NC	28001	(704) 695-4551
R4 Solutions LLC	Sairekha	Vedagiri	441 W Williams St	Apex	NC	27502	(612) 532-3711
GRITS Marketing Inc.	Tiffany	Dodson	405 E Dixie Dr	Asheboro	NC	27203	(336) 306-3578
Sarah Dalton Rathbone	Sarah	Dalton Rathbone	1269 Tunnel Rd	Asheville	NC	28805	(828) 778-0169
Sarah Dalton Rathbone	Sarah	Dalton Rathbone	1025 Brevard Rd	Asheville	NC	28806	(828) 778-0169

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Spartan Marketing Inc	David	Schuck	2948 S Church St	Burlington	NC	27215	(336) 404-7871
Spartan Marketing Inc	David	Schuck	1723 N Church St	Burlington	NC	27217	(336) 404-7871
NC Tax Services LLC	Rabindra	Karki	963 N Harrison Ave	Cary	NC	27513	(919) 539-9954
Rabindra Karki	Rabindra	Karki	130 Kilmayne Dr	Cary	NC	27511	(919) 539-9954
Concelium LLC	Christopher	Landis	2709 Central Ave	Charlotte	NC	28205	(704) 425-1531
Concelium LLC	Christopher	Landis	1610 Ashley Rd	Charlotte	NC	28208	(704) 425-1531
Concelium LLC	Christopher	Landis	6404 Albemarle Rd	Charlotte	NC	28212	(704) 425-1531
Concelium LLC	Christopher	Landis	5700 University Point Blvd	Charlotte	NC	28262	(704) 425-1531
Concelium LLC	Christopher	Landis	5724 E WT Harris Blvd	Charlotte	NC	28215	(704) 425-1531
Charlotte's Premium Bookkeeping & Tax LLC	Kristine	Ramirez	10110 Johnston Rd	Charlotte	NC	28210	(803) 487-2433
Charlotte's Premium Bookkeeping & Tax LLC	Kristine	Ramirez	5210 N Tryon St	Charlotte	NC	28213	(803) 487-2433
Keyur Patel	Keyur	Patel	9622 Monroe Rd	Charlotte	NC	28270	(843) 226-8899
Amanda Young and Tavarus Young	Tavarus	Young	889 Town Centre Blvd	Clayton	NC	27520	(910) 261-9021
Red Wolf Financial LLC	Will	Sumpter	2419 Lewisville Clemmons Rd	Clemmons	NC	27012	(828) 455-4887

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Jesse Smith and Angelina Smith	Jesse	Smith	202 Northeast Blvd	Clinton	NC	28328	(910) 352-4208
Concelium LLC	Christopher	Landis	874 Concord Pkwy N	Concord	NC	28027	(704) 425-1531
Amanda Young and Tavarus Young	Tavarus	Young	610 E Cumberland St	Dunn	NC	28334	(910) 261-9021
NC Tax Services LLC	Rabindra	Karki	3808 Guess RD	Durham	NC	27705	(919) 539-9954
VGS Tax & Accounting Services LLC	Sairekha	Vedagiri	5314 NC Hwy 55	Durham	NC	27713	(612) 532-3711
Rabindra Karki	Rabindra	Karki	3825 S Roxboro St	Durham	NC	27713	(919) 539-9954
John Cecil	John	Cecil	709 S Van Buren Rd	Eden	NC	27288	(336) 509-3238
Donna Mitchell-Mayo	Donna	Mitchell-Mayo	1010 W Ehringhaus St	Elizabeth City	NC	27909	(757) 319-5242
Jesse Smith and Angelina Smith	Jesse	Smith	1107 W Broad St	Elizabethtown	NC	28337	(910) 352-4208
Tammy Gurrera	Tammy	Gurrera	3738 S Main St	Farmville	NC	27828	(919) 720-5397
Kenneth Shelton	Kenneth	Shelton	2897 Owen Dr	Fayetteville	NC	28306	(910) 261-4193
Robert Yoakum Jr	Robert	Yoakum Jr	6257 Raeford Rd	Fayetteville	NC	28304	(910) 308-9587
Robert Yoakum Jr	Robert	Yoakum Jr	8140 Cliffdale Rd	Fayetteville	NC	28314	(910) 308-9587
TM Enterprises of Linden Inc.	Gail	Flowers	5447 Yadkin RD	Fayetteville	NC	28303	(910) 309-1154
TM Enterprises of Linden Inc.	Gail	Flowers	3421 Murchison Rd	Fayetteville	NC	28311	(910) 309-1154

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TM Enterprises of Linden Inc. *	Gail	Flowers	TBD	Fayetteville	NC	TBD	(910) 309-1154
TM Enterprises of Linden Inc.	Gail	Flowers	5617 Ramsey Street	Fayetteville	NC	28311	(910) 309-1154
J&N Tax LLC	Jeff	Butler	147 Franklin Plaza	Franklin	NC	28734	(828) 226-3960
Surya Investment Group LLC	Rabindra	Karki	1364 N Main St	Fuquay Varina	NC	27526	(919) 539-9954
NC Tax Services LLC	Rabindra	Karki	1327 Fifth Ave	Garner	NC	27529	(919) 539-9954
NC Tax Services LLC	Rabindra	Karki	77 Glen Rd	Garner	NC	27529	(919) 539-9954
DanFam Enterprises LLC	Erin	Daniel	2609 South New Hope Road	Gastonia	NC	28056	(704) 675-6702
DanFam Enterprises LLC	Erin	Daniel	117 N Myrtle School Rd	Gastonia	NC	28052	(704) 675-6702
DanFam Enterprises LLC *	Erin	Daniel	TBD	Gastonia	NC	TBD	(704) 675-6702
Wilbert J. Bass	Wilbert J.	Bass	710 E Ash St	Goldsboro	NC	27530	(910) 977-2729
Marlon Hunter	Marlon	Hunter	921 S Main St	Graham	NC	27253	(919) 404-0107
Spartan Marketing Inc	David	Schuck	2106 S Holden Rd	Greensboro	NC	27407	(336) 404-7871
Spartan Marketing Inc	David	Schuck	1703 Bessemer Ave	Greensboro	NC	27405	(336) 404-7871
Spartan Marketing Inc	David	Schuck	2832 Randleman Rd	Greensboro	NC	27406	(336) 404-7871
Spartan Marketing Inc	David	Schuck	2832 Randleman Rd	Greensboro	NC	27265	(336) 404-7871

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Spartan Marketing Inc *	David	Schuck	TBD	Greensboro	NC	TBD	(336) 404-7871
Tammy Gurrera	Tammy	Gurrera	1913 Firetower Rd	Greenville	NC	27858	(919) 720-5397
Tammy Gurrera	Tammy	Gurrera	3535 S Memorial Dr	Greenville	NC	27834	(919) 720-5397
Tammy Gurrera	Tammy	Gurrera	2208 S Memorial Dr	Greenville	NC	27834	(919) 720-5397
Mustafa Elhasani	Mustafa	Elhasani	4551 B NC Hwy 49 S	Harrisburg	NC	28075	(980) 248-7273
Amanda Young and Tavarus Young	Tavarus	Young	915 S Beckford Dr	Henderson	NC	27536	(910) 261-9021
Sarah Dalton Rathbone *	Sarah	Dalton Rathbone	TBD	Hendersonville	NC	TBD	(828) 778-0169
Spartan Marketing Inc	David	Schuck	2200 N Main St	High Point	NC	27262	(336) 404-7871
Spartan Marketing Inc	David	Schuck	110 E Fairfield Rd	High Point	NC	27263	(336) 404-7871
TM Enterprises of Linden Inc.	Gail	Flowers	4251 Legion Rd.	Hope Mills	NC	28348	(910) 309-1154
Keyur Patel	Keyur	Patel	608 Indian Trail Rd	Indian Trail	NC	28079	(843) 226-8899
Tammy Gurrera	Tammy	Gurrera	345 Western Blvd	Jacksonville	NC	28546	(919) 720-5397
Tammy Gurrera	Tammy	Gurrera	521 Yopp Rd	Jacksonville	NC	28540	(919) 720-5397
Tammy Gurrera	Tammy	Gurrera	1128 Western Blvd	Jacksonville	NC	28546	(919) 720-5397
McManus and McManus Enterprises Inc.	Chaunaka	McManus	705 B W Main Street	Jamestown	NC	27282	(336) 858-6109

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Robert Stephen Goodman	Robert	Goodman	769 East Main Street	Jefferson	NC	28640	(336) 977-0670
Concelium LLC	Christopher	Landis	670 N Cannon Blvd	Kannapolis	NC	28083	(704) 425-1531
Concelium LLC	Christopher	Landis	1912 S Cannon Blvd	Kannapolis	NC	28083	(704) 425-1531
Spartan Marketing Inc	David	Schuck	242 N Main St	Kernersville	NC	27284	(336) 404-7871
Wendy Rhodes	Wendy	Rhodes	1208 W Vernon Ave	Kinston	NC	28501	(252) 286-0129
KKKI Inc	Eric	Toney	2001 Wide Waters Pkwy	Knightdale	NC	27545	(919) 618-1295
Brandon Serbus	Brandon	Serbus	103 Village Rd NE	Leland	NC	28451	(910) 389-4040
Red Wolf Financial LLC	Will	Sumpter	219 US 64 West	Lexington	NC	27295	(828) 455-4887
Beverly W. Meredith	Beverly	Meredith	139 West Swannanoa Avenue	Liberty	NC	27298	(336) 312-8757
Beverly W. Meredith	Beverly	Meredith	139 West Swannanoa Avenue	Liberty	NC	27298	(336) 312-8757
DanFam Enterprises LLC	Erin	Daniel	2395 E Main St	Lincolnton	NC	28092	(704) 675-6702
Darran Johnson	Darran	Johnson	4338 Fayetteville Rd	Lumberton	NC	28358	(434) 441-7798
Wolfpack Tax Incorporated	Sue	Faber	7032 Brighton Park Dr	Mint Hill	NC	28227	(704) 573-9223
Red Wolf Financial LLC	Will	Sumpter	1112 Yadkinville Rd	Mocksville	NC	27028	(828) 455-4887
Keyur Patel	Keyur	Patel	2401 W Roosevelt Blvd	Monroe	NC	28110	(843) 226-8899

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Kay Weldon	Kay	Weldon	247 E Plaza Dr	Mooreville	NC	28115	(917) 741-1847
Jesse Smith and Angelina Smith	Jesse	Smith	997 Henderson St	Mount Olive	NC	28365	(910) 352-4208
Wendy Rhodes	Wendy	Rhodes	1204 S Glenburnie Rd	New Bern	NC	28562	(252) 286-0129
Amanda Young and Tavarus Young	Tavarus	Young	300 Granville Corners	Oxford	NC	27565	(910) 261-9021
Anabel Campusano	Anabel	Campusano	4011 Capital Blvd	Raleigh	NC	27604	(919) 737-5407
NC Tax Services LLC	Rabindra	Karki	4456 Fayetteville Rd	Raleigh	NC	27603	(919) 539-9954
KKKI Inc	Eric	Toney	1400 New Bern Ave	Raleigh	NC	27610	(919) 618-1295
James Coley	James	Coley	6260 Glenwood Ave	Raleigh	NC	27612	(919) 909-7824
John Cecil	John	Cecil	5200 US 29 Business	Reidsville	NC	27320	(336) 509-3238
Keyur Patel	Keyur	Patel	704 E Broad Ave	Rockingham	NC	28379	(843) 226-8899
Dulce N. Cuevas	Dulce	Cuevas	309 N Fairview Rd	Rocky Mount	NC	27801	(252) 314-1853
Dulce N. Cuevas	Dulce	Cuevas	1564 Benvenue Rd	Rocky Mount	NC	27804	(252) 314-1853
Dulce N. Cuevas	Dulce	Cuevas	1370 W Raleigh Blvd	Rocky Mount	NC	27803	(252) 314-1853
Amanda Young and Tavarus Young	Tavarus	Young	317 S Madison Blvd	Roxboro	NC	27573	(910) 261-9021
KC Financial LLC	Eunah	Kim-Therrell	2837 S Horner Blvd	Sanford	NC	27332	(910) 916-9118

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KC Financial LLC	Eunah	Kim-Therrell	212 S. Steele St.	Sanford	NC	27330	(910) 916-9118
KC Financial LLC **	Eunah	Kim-Therrell	TBD	Sanford	NC	TBD	(910) 916-9118
Ahl Accounted IV LLC	Juanita	Ahl	1421 S Pollock St	Selma	NC	27576	(910) 303-6668
Mohammad Akhtar	Mohammad	Akhtar	306 E Dixon Blvd	Shelby	NC	28152	(803) 873-0034
BGS Enterprises Inc	Garistine	Simmons	412 S North Bragg Blvd	Spring Lake	NC	28390	(910) 257-5456
DanFam Enterprises LLC	Erin	Daniel	202 S Highway 27	Stanley	NC	28164	(704) 675-6702
Red Wolf Financial LLC	Will	Sumpter	1112 Crossroads Dr	Statesville	NC	28625	(828) 455-4887
TM Enterprises of Linden Inc.	Gail	Flowers	5183 Clinton Rd	Stedman	NC	28391	(910) 309-1154
April Scanlan	April	Scanlan	286 E Main St	Sylva	NC	28779	(828) 269-4646
Spartan Marketing Inc	David	Schuck	813C Randolph St	Thomasville	NC	27360	(336) 404-7871
Joseph Pertz	Joseph	Pertz	1972 S Main St	Wake Forest	NC	27587	(919) 324-5571
Jesse Smith and Angelina Smith	Jesse	Smith	5680 S NC 41 Hwy	Wallace	NC	28466	(910) 352-4208
Jesse Smith and Angelina Smith	Jesse	Smith	224 W College St	Warsaw	NC	28398	(910) 352-4208
Cheydelle McKinzie	Cheydelle	McKinzie	1410 Carolina Ave	Washington	NC	27889	(252) 702-9101
KKKI Inc	Eric	Toney	2857 Wendell Blvd	Wendell	NC	27591	(919) 618-1295
Darran Johnson	Darran	Johnson	1018 N JK Powell Blvd	Whiteville	NC	28472	(434) 441-7798



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Spartan Marketing Inc	David	Schuck	1717 Winkler St	Wilkesboro	NC	28697	(336) 404-7871
Darran Johnson	Darran	Johnson	415 S College Rd	Wilmington	NC	28403	(434) 441-7798
Darran Johnson	Darran	Johnson	5202 Carolina Beach Rd	Wilmington	NC	28412	(434) 441-7798
Jesse Smith and Angelina Smith	Jesse	Smith	1101 Ward Blvd	Wilson	NC	27893	(910) 352-4208
Jesse Smith and Angelina Smith	Jesse	Smith	3525B Airport Blvd	Wilson	NC	27896	(910) 352-4208
Angie Amador	Angie	Amador	3800 Reynolda RD	Winston Salem	NC	27106	(336) 391-1070
Red Wolf Financial LLC	Will	Sumpter	3563 N Patterson Ave	Winston Salem	NC	27105	(828) 455-4887
Red Wolf Financial LLC	Will	Sumpter	300 Jonestown Rd	Winston Salem	NC	27104	(828) 455-4887
Red Wolf Financial LLC	Will	Sumpter	1020 S Stratford Rd	Winston Salem	NC	27103	(828) 455-4887
McManus and McManus Enterprises Inc.	Chaunaka	McManus	1101 Silas Creek Pkwy	Winston Salem	NC	27127	(336) 858-6109
McManus and McManus Enterprises Inc.	Chaunaka	McManus	3029 Waughtown Street	Winston Salem	NC	27107	(336) 858-6109
Red Wolf Financial LLC	Will	Sumpter	3212 Silas Creek Pkwy	Winston Salem	NC	27103	(828) 455-4887
McManus and McManus Enterprises Inc. *	Chaunaka	McManus	TBD	Winston-Salem	NC	TBD	(336) 858-6109
KKKI Inc	Eric	Toney	877 E Gannon Ave	Zebulon	NC	27597	(919) 618-1295

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Legacy Tax Pros Inc.	Christopher	Fenster	931 S Washington St	Bismarck	ND	58504	(701) 204-5921
Brad Ness	Brad	Ness	1570 3rd Ave W	Dickinson	ND	58601	(218) 791-1722
Tami Vigen Inc.	Tami	Vigen	2502 S University Dr	Fargo	ND	58103	(701) 729-6266
Brad Ness	Brad	Ness	720 S Washington St	Grand Forks	ND	58201	(218) 791-1722
Western Stars and Stripes Inc.	Andrea	Bonness	517 E Main St	Mandan	ND	58554	(701) 333-9082
DL Tax Incorporated	Dillon	Lakefield	404 20th Ave SW	Minot	ND	58701	(701) 509-7110
Tami Vigen Inc.	Tami	Vigen	113 E Main Ave	West Fargo	ND	58078	(701) 729-6266
Tami Vigen Inc.	Tami	Vigen	118 12th Ave NW	West Fargo	ND	58078	(701) 729-6266
Western Stars and Stripes Inc. *	Andrea	Bonness	TBD	Williston	ND	TBD	(701) 333-9082
Tarkington Financial Inc.	Kurt	Tarkington	3404 W 13th St	Grand Island	NE	68803	(308) 920-1356
Tarkington Financial Inc.	Kurt	Tarkington	2115 2nd Ave	Kearney	NE	68847	(308) 920-1356
TRK Services LLC	Raymond	Seaman	525 N 48th St	Lincoln	NE	68504	(402) 440-0003
KCI Stores Inc*	Chad	Brown	TBD	Omaha	NE	TBD	(701) 570-3762
KCI Stores Inc	Chad	Brown	2924 Ames Ave	Omaha	NE	68111	(701) 570-3762
KCI Stores Inc	Chad	Brown	2734 S 123rd Ct	Omaha	NE	68144	(701) 570-3762

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Renshaw Enterprise LLC	Robert	Renshaw	8404 Q Street	Omaha	NE	68127	(402) 618-4875
Tina M. Hill	Tina	Hill	310 W 27th Street	Scottsbluff	NE	69361	(605) 415-2979
Alan J. Lorandean Jr	AJ	Lorandean	597 Main St	Keene	NH	03431	(619) 793-6611
Karen P. Goss	Karen	Goss	702 Union Ave	Laconia	NH	03246	(603) 387-3373
JML Tax LLC	Jose	Lopez	453 Second St	Manchester	NH	03102	(603) 361-2550
JML Tax LLC	Jose	Lopez	245 Maple St Ste. 3	Manchester	NH	03103	(603) 361-2550
JML Tax LLC	Jose	Lopez	113 Main St	Nashua	NH	03060	(603) 361-2550
Alan J. Lorandean Jr	AJ	Lorandean	75 Main St	West Lebanon	NH	03784	(619) 793-6611
John Pino	John	Pino	66 Route 9	Bayville	NJ	08721	(917) 750-8392
AAR 5 Stars Tax Prep Services LLC	Adeela	Akbar	27 Bloomfield Ave	Bloomfield	NJ	07003	(917) 622-5729
SGM Capital LLC	Stan	Maliszewski	1889 Route 88 E	Brick	NJ	08724	(732) 986-5776
South Jersey Business Ventures LLC	Jason	Mansell	694 N Pearl St	Bridgeton	NJ	08302	(609) 254-4113
Hank Rearden LLC	Edward	O'Connor	1250 Collings Rd	Camden	NJ	08104	(856) 524-0863
Hank Rearden LLC	Edward	O'Connor	12 Berlin Rd	Clementon	NJ	08021	(856) 524-0863
AAR 5 Stars Tax Prep Services LLC	Adeela	Akbar	688 Anderson Ave	Cliffside Park	NJ	07010	(917) 622-5729

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Larry Garcia CPA LLC	Larry	Garcia	1162 Main Ave	Clifton	NJ	07011	(973) 303-5869
B Annie Ram Enterprises Inc	Mary Ann	Bowen	1344 Clifton Ave	Clifton	NJ	07012	(201) 577-2625
AAR 5 Stars Tax Prep Services LLC	Adeela	Akbar	6000 Route 130	Delran	NJ	08075	(917) 622-5729
P419 LLC	SungChul	Kwon	16 W Madison Ave	Dumont	NJ	07628	(201) 741-3153
SGM Capital LLC	Stan	Maliszewski	746 Route 18 N	East Brunswick	NJ	08816	(732) 986-5776
Li Li	Li	Li	599 Central Ave	East Orange	NJ	07018	(973) 868-7009
Li Li	Li	Li	382 Main St	East Orange	NJ	07018	(973) 868-7009
Mark Graham	Mark	Graham	29 Elmora Ave	Elizabeth	NJ	07202	(917) 992-8500
Kameda Tax Service LLC	Janet	Osmundsen	107 Broadway	Elmwood Park	NJ	07407	(973) 714-6843
John Pino	John	Pino	211 Lacey Rd	Forked River	NJ	08731	(917) 750-8392
SGM Capital LLC	Stan	Maliszewski	574 Park Ave	Freehold	NJ	07728	(732) 986-5776
Anne Wurst	Anne	Wurst	642 Delsea Dr N	Glassboro	NJ	08028	(856) 881-8261
Hank Rearden LLC	Edward	O'Connor	28 S Broadway	Gloucester City	NJ	08030	(856) 524-0863
Gina M. Bernstein	Gina	Bernstein	193 Main St	Hackensack	NJ	07601	(201) 410-7643
Michael Trombetta	Michael	Trombetta	35 State Route 23 N	Hamburg	NJ	07419	(973) 222-1114

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
ABM Tax Group LLC	Brian	Friedman	745 Poole Avenue	Hazlet	NJ	07730	(732) 216-6030
Mark Graham	Mark	Graham	599 Nye Ave	Irvington	NJ	07111	(917) 992-8500
Mark Graham	Mark	Graham	28 Path Plaza	Jersey City	NJ	07306	(917) 992-8500
AAR 5 Stars Tax Prep Services LLC	Adeela	Akbar	28 N Beverwyck Rd	Lake Hiawatha	NJ	07034	(917) 622-5729
Carmen Y. Almonte	Carmen	Almonte	620 Broadway	Long Branch	NJ	07740	(347) 439-1033
SGM Capital LLC	Stan	Maliszewski	1820 State Route 33	Neptune City	NJ	07753	(732) 986-5776
AAR 5 Stars Tax Prep Services LLC	Adeela	Akbar	6 Branford Place	Newark	NJ	07102	(917) 622-5729
AAR 5 Stars Tax Prep Services LLC	Adeela	Akbar	786 Clinton Ave	Newark	NJ	07108	(917) 622-5729
Hank Rearden LLC	Edward	O'Connor	227 W Broad St	Palmyra	NJ	08065	(856) 524-0863
Khalid Islam	Khalid	Islam	325 A Main St.	Paterson	NJ	07505	(917) 331-9081
Mohammed Miah	Mohammed	Miah	445 Union Ave	Paterson	NJ	07522	(973) 820-7325
Spices Incorporated	Bruce	Patrono	200 Wanaque Ave Ste 305	Pompton Lakes	NJ	07442	(973) 248-0602
McFarmer Inc.	Janice	Farmer	124 N White Horse Pike	Somerdale	NJ	08083	(484) 995-9396
ABM Tax Group LLC	Brian	Friedman	960 US 9	South Amboy	NJ	08879	(732) 216-6030
SGM Capital LLC	Stan	Maliszewski	359 Pennington Ave	Trenton	NJ	08618	(732) 986-5776

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SGM Capital LLC	Stan	Maliszewski	1095 S Broad St	Trenton	NJ	08611	(732) 986-5776
South Jersey Business Ventures LLC	Jason	Mansell	5100 Route 42	Turnersville	NJ	08012	(609) 254-4113
Shawn Income Tax LLC	Shelby	Philip	703 E Landis Ave	Vineland	NJ	08360	(856) 362-5273
South Jersey Business Ventures LLC	Jason	Mansell	118 E Red Bank Ave	Woodbury	NJ	08096	(609) 254-4113
Orange Rose LLC	Anthony	Collyer	800 Juan Tabo Blvd NE	Albuquerque	NM	87123	(505) 350-0996
Orange Rose LLC	Anthony	Collyer	3200 Coors Blvd NW	Albuquerque	NM	87120	(505) 350-0996
John W. Regan	John	Regan	2013 San Mateo Blvd NE	Albuquerque	NM	87110	(480) 678-3424
John W. Regan	John	Regan	1449 Eubank Blvd NE	Albuquerque	NM	87112	(480) 678-3424
John W. Regan	John	Regan	100 Coors Blvd NW	Albuquerque	NM	87121	(480) 678-3424
John W. Regan	John	Regan	7206 Menaul Blvd NE	Albuquerque	NM	87110	(480) 678-3424
K&V Enterprises	Kimberly	Fincher-Lucky	180 E US Hwy 550	Bernalillo	NM	87004	(505) 203-8831
Orange Rose LLC	Anthony	Collyer	1943 E Highway 333	Edgewood	NM	87015	(505) 350-0996
Lisa Padilla	Lisa	Padilla	2345 Southern Blvd	Rio Rancho	NM	87124	(505) 459-2176
John Perea	John	Perea	4350 Airport Rd	Santa Fe	NM	87507	(505) 795-6489
John Perea	John	Perea	1711 Llano St	Santa Fe	NM	87505	(505) 795-6489

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Wendy A. Prows	Wendy	Prows	1999 W Sunset Rd	Henderson	NV	89014	(702) 497-6706
Sunrise Professional Services LLC	Manuel	Franco	834 S Boulder Hwy	Henderson	NV	89015	(727) 642-5563
TTT Tax Service LLC	Annette	Hall	245 N Stephanie St	Henderson	NV	89074	(702) 250-1000
SLT Services LLC	Annette	Hall	6140 W Tropicana Ave	Las Vegas	NV	89103	(702) 250-1000
Wendy A. Prows	Wendy	Prows	7291 S Eastern Ave	Las Vegas	NV	89119	(702) 497-6706
Sunrise Professional Services LLC	Manuel	Franco	3794 E. Desert Inn Rd	Las Vegas	NV	89121	(727) 642-5563
Sunrise Professional Services LLC	Manuel	Franco	4762 E Flamingo Rd	Las Vegas	NV	89121	(727) 642-5563
Sunrise Professional Services LLC	Manuel	Franco	480 N Nellis Blvd	Las Vegas	NV	89110	(727) 642-5563
Emily Tuvera	Emily	Tuvera	4458 N Rancho Dr	Las Vegas	NV	89130	(702) 481-0111
Ernie Ross and Christina Ross	Christina	Garcia Ross	3131 N Rancho Dr	Las Vegas	NV	89108	(702) 400-1363
Red Lock LLC	David	Winiarczyk	270 N Jones Blvd	Las Vegas	NV	89107	(702) 592-5131
Red Lock LLC	David	Winiarczyk	1105 S Rainbow Blvd	Las Vegas	NV	89146	(702) 592-5131
Red Lock LLC	David	Winiarczyk	8565 W Sahara Ave	Las Vegas	NV	89117	(702) 592-5131
Johnny Bilavarn	Johnny	Bilavarn	4035 W Sahara Ave	Las Vegas	NV	89102	(702) 204-5520

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Isabel Villagomez	Isabel	Villagomez	4225 E Sahara Ave Suite 10	Las Vegas	NV	89104	(702) 789-8492
WB Financial Management LLC	William	Boardman	1311 W Craig Rd	North Las Vegas	NV	89032	(702) 610-8043
Diamond Experts LLC	Yolanda	Flores	1374 West Cheyenne Avenue	North Las Vegas	NV	89030	(618) 789-1840
Red Lock LLC	David	Winiarczyk	2045 E Cheyenne Ave	North Las Vegas	NV	89030	(702) 592-5131
Woodard & Traylor & Romero	Marilou	Woodard	5892 Losee Rd	North Las Vegas	NV	89081	(702) 285-0648
SLT Services LLC	Annette	Hall	3250 S Hwy 160	Pahrump	NV	89048	(702) 250-1000
Adela Quiroz-Perez	Adela	Quiroz-Perez	5890 S Virginia St	Reno	NV	89502	(775) 530-0518
Adela Quiroz-Perez	Adela	Quiroz-Perez	660 E Prater Way	Sparks	NV	89431	(775) 530-0518
A & E Tax Service LLC	Edward	Welch	900 Central Avenue	Albany	NY	12206	(518) 207-5857
A & E Tax Service LLC*	Edward	Welch	TBD	Albany	NY	TBD	(518) 207-5857
John Noisette	John	Noisette	23 N Pearl St	Albany	NY	12207	(917) 250-8052
John Noisette	John	Noisette	4 Central Ave	Albany	NY	12210	(917) 250-8052
Brian Muller	Brian	Muller	133 Market St	Amsterdam	NY	12010	(518) 339-2004
Jessica Restrepo Mosquera	Jessica	Restrepo Mosquera	4207 Broadway	Astoria	NY	11103	(516) 667-4878



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Brian Muller	Brian	Muller	2100 Doubleday Ave	Ballston Spa	NY	12020	(518) 339-2004
Hemizame LLC	Luis	Hernandez	1453 Williamsbridge Rd	Bronx	NY	10461	(917) 474-6288
Hemizame LLC	Luis	Hernandez	705 Mace Avenue	Bronx	NY	10467	(917) 474-6288
Mohammad Miah and MD Obaidullah Khan	MD	Khan	4014 Boston Road	Bronx	NY	10475	(347) 248-5803
Taxcellent Service Corporation	Faruk	Ali	3542 White Plains Rd	Bronx	NY	10467	(718) 716-1803
Bronx Family Tax Service Inc.	Faruk	Ali	677 Morris Park Ave	Bronx	NY	10462	(646) 842-3524
Fahad M. Islam	Fahad	Islam	674 Castle Hill Ave	Bronx	NY	10473	(347) 242-9661
SITTAX CORP	Sha	Ali	189 W 231st St	Bronx	NY	10463	(917) 602-3440
Throggs Neck Multiservice Corp.	Mohammed	Chowdhury	3369 E Tremont Ave	Bronx	NY	10461	(347) 961-1894
Carmen Y. Almonte	Carmen	Almonte	10 W Kingsbridge Rd	Bronx	NY	10468	(347) 439-1033
Luis Encarnacion Mateo	Luis	Encarnacion Mateo	17 E 170th St	Bronx	NY	10452	(646) 836-8816
Luis Encarnacion Mateo	Luis	Encarnacion Mateo	10 E 183rd St	Bronx	NY	10453	(646) 836-8816
Julio Veras	Julio	Veras	2535-B 3rd Avenue	Bronx	NY	10451	(914) 200-9270

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S & A Tax Service Inc	Mohammed	Salam	3461 Boston Rd	Bronx	NY	10469	(212) 991-8053
Luis Medina	Luis	Medina	340B 149th Street	Bronx	NY	10451	(917) 214-7316
Florian's Tax Services Corp	Yahaira	Florian	1835 Westchester Ave	Bronx	NY	10472	(347) 780-6014
District Taxes Corp	Lizette	Diaz	1042 Westchester Ave	Bronx	NY	10459	(646) 520-8737
District Taxes Corp	Lizette	Diaz	425 E 149th St	Bronx	NY	10455	(646) 520-8737
Edwin Sogbe	Edwin	Sogbe	1733 University Ave	Bronx	NY	10453	(347) 575-6081
Luis Encarnacion Mateo *	Luis	Encarnacion Mateo	TBD	Bronx	NY	TBD	(646) 836-8816
Mr. Big Dreams Inc	Karisma	Page	928 Utica Ave	Brooklyn	NY	11203	(570) 460-8391
Mr. Big Dreams Inc	Karisma	Page	893 Flatbush Ave	Brooklyn	NY	11226	(570) 460-8391
Nishan Tax Inc.	Appar	Singh	483 Nostrand Ave	Brooklyn	NY	11216	(516) 998-8886
Nishan Tax Inc.	Appar	Singh	485 Fulton St	Brooklyn	NY	11201	(516) 998-8886
Vargas Holdings Corp.	Antonio	Vargas	503 Franklin Ave	Brooklyn	NY	11238	(917) 532-4734
Vargas Holdings Corp.	Antonio	Vargas	124 Wyckoff Ave	Brooklyn	NY	11237	(917) 532-4734
Phillip Texidor	Phillip	Texidor	73 Graham Ave	Brooklyn	NY	11206	(917) 418-2114
Angela Penn	Angela	Penn	196 Utica Ave	Brooklyn	NY	11213	(646) 529-8470

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David Cepin	David	Cepin	306 Ellery St	Brooklyn	NY	11206	(718) 635-0549
Canarsie LT Inc.	Ronald	Hall	9611 Glenwood Rd	Brooklyn	NY	11236	(646) 717-4430
Vargas Holdings Corp. *	Antonio	Vargas	TBD	Brooklyn	NY	TBD	(917) 532-4734
Lake Riss Inc.	Maria	Alulema	796 Grand St	Brooklyn	NY	11211	(347) 239-2212
Gary Stauber	Gary	Stauber	117 Franklin St	Dansville	NY	14437	(585) 314-1424
Eric Porter	Eric	Porter	2296 George Urban Blvd	Depew	NY	14043	(716) 860-7845
Jessica Restrepo Mosquera	Jessica	Restrepo Mosquera	85-14 Queens Blvd	Elmhurst	NY	11373	(516) 667-4878
Emmanuel Foko and Gwladys Foko	Emmanuel	Foko	3 Washington Ave	Endicott	NY	13760	(607) 373-9444
The Far Rock Inc.	Joel	George	1928 Mott Ave	Far Rockaway	NY	11691	(516) 660-9380
Andrey Zahariev	Andrey	Zahariev	70-34 Austin St	Forest Hills	NY	11375	(646) 382-5280
Thompson Tax Business LLC	Michael	Thompson	83 W Merrick Rd	Freeport	NY	11520	(347) 578-3856
Brian Muller	Brian	Muller	5 Broad St	Glens Falls	NY	12801	(518) 339-2004
Mustapha Marseille	Mustapha	Marseille	69 Main St	Hempstead	NY	11550	(516) 902-5824
Gary Stauber	Gary	Stauber	2712 E Henrietta Rd	Henrietta	NY	14467	(585) 314-1424
David Cepin	David	Cepin	153-36 Hillside Ave	Jamaica	NY	11432	(718) 635-0549

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David Cepin	David	Cepin	146-17 Archer Ave	Jamaica	NY	11435	(718) 635-0549
Mohammad Alam	Mohammad	Alam	147-20 Hillside Ave	Jamaica	NY	11435	(646) 300-3292
Canarsie LT Inc.	Ronald	Hall	178-03 Hillside Ave	Jamaica	NY	11432	(646) 717-4430
Metro Multi Services Inc	Akbar	Issany	133-04 Rockaway Blvd.	Jamaica	NY	11420	(917) 607-5013
Tina A. Farmer	Tina	Farmer	1395 E 2nd St	Jamestown	NY	14701	(716) 244-0201
Gary Lavicka	Gary	Lavicka	44 W Main St	Johnstown	NY	12095	(518) 844-4322
Emmanuel Foko and Gwladys Foko	Emmanuel	Foko	207 Main St	Jonhson City	NY	13790	(607) 373-9444
Gary Stauber	Gary	Stauber	5877 Big Tree Rd	Lakeville	NY	14480	(585) 314-1424
Robert Mattice's Accounting & Tax Preparation Inc.	Robert	Mattice	183 Blackberry Rd	Liverpool	NY	13090	(315) 491-5976
Elizabeth Karnavar	Elizabeth	Karnavar	60-82 Fresh Pond Rd	Maspeth	NY	11378	(718) 708-1856
David A. Bonne	David	Bonne	731 Route 211	Middletown	NY	10941	(845) 629-8735
A & V Taxes Westchester Inc.	Rattandeep	Singh	3 South Fourth Ave	Mt Vernon	NY	10550	(347) 854-3309
Robert Boyer	Robert	Boyer	622 Main St	New Rochelle	NY	10801	(914) 837-0726
Philip Kempisty	Philip	Kempisty	15 Maiden Lane	New York	NY	10038	(917) 885-1991

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Canarsie LT Inc.	Ronald	Hall	2197 Adam Clayton Powell Jr Blvd	New York	NY	10027	(646) 717-4430
Canarsie LT Inc.	Ronald	Hall	896 Amsterdam Ave	New York	NY	10025	(646) 717-4430
RE Tax LLC	Reiny	Paulino	201 E 116th St	New York	NY	10029	(646) 730-7898
RE Tax LLC	Reiny	Paulino	1887 Third Ave	New York	NY	10029	(646) 730-7898
Jennifer Cheng	Jennifer	Cheng	445 W 125th St	New York	NY	10027	(917) 293-5889
Jennifer Cheng	Jennifer	Cheng	2304 Adam Clayton Powell Jr Blvd	New York	NY	10030	(917) 293-5889
Beryl Roes	Beryl	Roes	1000 Linden Street	Ogdensburg	NY	13669	(315) 486-5983
Tina A. Farmer	Tina	Farmer	700 W State St	Olean	NY	14760	(716) 244-0201
Phillip Texidor	Phillip	Texidor	105-14 Cross Bay Boulevard	Ozone Park	NY	11417	(917) 418-2114
Roy Brisport	Roy	Brisport	42 N Main St	Port Chester	NY	10573	(914) 473-4916
David Cepin	David	Cepin	46-29 Greenpoint Ave	Queens	NY	11104	(718) 635-0549
David Cepin	David	Cepin	114-44 Sutphin Boulevard	Queens	NY	11435	(718) 635-0549
Phillip Texidor *	Phillip	Texidor	TBD	Queens	NY	TBD	(917) 418-2114
Mohammad Alam	Mohammad	Alam	207-06 Hollis Avenue	Queens Village	NY	11435	(646) 300-3292
Vargas Holdings Corp.	Antonio	Vargas	60 63 Myrtle Avenue	Ridgewood	NY	11385	(917) 532-4734

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Gary Stauber	Gary	Stauber	686 South Ave	Rochester	NY	14620	(585) 314-1424
Mark Camarata and Kimberli Camarata	Mark	Camarata	1530 Dewey Ave	Rochester	NY	14615	(585) 314-2040
Mustapha Marseille	Mustapha	Marseille	455 Nassau Rd	Roosevelt	NY	11575	(516) 902-5824
Brian Muller	Brian	Muller	1056 Altamont Ave	Schenectady	NY	12303	(518) 339-2004
Brian Muller	Brian	Muller	1121 State St	Schenectady	NY	12304	(518) 339-2004
Jessica Restrepo Mosquera	Jessica	Restrepo Mosquera	110-14 Merrick Blvd	St Albans	NY	11433	(516) 667-4878
LegalEye Consulting LLC	Lowrance	Fisher	360 New Dorp Lane	Staten Island	NY	10306	(212) 256-1877
Platinum Tax Ltd.	Anthony	Focca	1888 Hylan Blvd	Staten Island	NY	10305	(718) 351-8296
The Tax Ladies Services Inc.	Maritza	Dudley	1440 Forest Ave	Staten Island	NY	10302	(917) 930-4489
Vincent Ferrara	Vincent	Ferrara	3153 Victory Blvd	Staten Island	NY	10314	(631) 790-1165
UUB Corp	Urata	Blakaj	1001 Clove Rd	Staten Island	NY	10301	(347) 417-4726
Robert Mattice's Accounting & Tax Preparation Inc.	Robert	Mattice	2611 James St	Syracuse	NY	13206	(315) 491-5976
Lloyd Newell	Lloyd	Newell	119 4th St	Troy	NY	12180	(770) 990-0429
Gary O'Brien	Gary	O'Brien	470 2nd Ave	Troy	NY	12182	(518) 469-8301

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Thompson Tax Business LLC	Michael	Thompson	536 Uniondale Ave	Uniondale	NY	11553	(347) 578-3856
Beryl Roes	Beryl	Roes	227 State St	Watertown	NY	13601	(315) 486-5983
Gary O'Brien	Gary	O'Brien	1007 19th St	Watervliet	NY	12189	(518) 469-8301
Mustapha Marseille	Mustapha	Marseille	462 Hempstead Turnpike	West Hempstead	NY	11552	(516) 902-5824
Thompson Tax Business LLC	Michael	Thompson	38 Colonial Springs Rd	Wheatley Heights	NY	11798	(347) 578-3856
Mohammad Miah and MD Obaidullah Khan	MD	Khan	405 S Broadway	Yonkers	NY	10705	(347) 248-5803
A & V Taxes Westchester Inc.	Rattandeep	Singh	98 New Main St	Yonkers	NY	10701	(347) 854-3309
JJMG Management LLC	Mark	Biscan	3235 Manchester Rd	Akron	OH	44319	(330) 968-9860
4 Real Partners	Jerome	Dickerson	1117 S Arlington St	Akron	OH	44306	(832) 277-5270
4 Real Partners	Jerome	Dickerson	705 Canton Road	Akron	OH	44312	(832) 277-5270
4 Real Partners	Jerome	Dickerson	2495 Romig Rd	Akron	OH	44320	(832) 277-5270
Andrew Smolen	Andrew	Smolen	1724 E Prospect	Ashtabula	OH	44004	(440) 478-9991
Michael Williams and Kevin Cunningham	Kevin	Cunningham	980 Old State Rte 74	Batavia	OH	45103	(513) 284-7037
LTS Eaton and Associates LLC	Derrick	Brownlee Sr.	1840 S Main St	Bellefontaine	OH	43311	(937) 418-1944

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Alison Holland	Alison	Holland	712 Washington Blvd	Belpre	OH	45714	(740) 516-1684
Andrew Smolen	Andrew	Smolen	90 Boardman Poland Rd	Boardman	OH	44512	(440) 478-9991
JJMG Management LLC	Mark	Biscan	4347 W Tuscarawas Ave	Canton	OH	44708	(330) 968-9860
Kelly Hughes	Kelly	Hughes	221 N Bridge St	Chillicothe	OH	45601	(740) 637-0924
Lawson Financial Services LLC	John	Lawson	6361 Glenway Ave	Cincinnati	OH	45211	(513) 910-1130
Jamaal Coleman	Jamaal	Coleman	3559 Springdale Rd	Cincinnati	OH	45251	(513) 258-5132
Mas Tax Services LLC	Syed	Maricar	4152 Hamilton Ave	Cincinnati	OH	45223	(513) 886-7860
Mas Tax Services LLC	Syed	Maricar	916 Hempstead Dr	Cincinnati	OH	45231	(513) 886-7860
Michael Williams	Michael	Williams	3767 Warsaw Ave	Cincinnati	OH	45205	(513) 404-8437
Michael Williams	Michael	Williams	4627 Montgomery Rd	Cincinnati	OH	45212	(513) 404-8437
Pfizenmayer and Associates LLC	Gaby	Pfizenmayer	1657 E Kemper Rd	Cincinnati	OH	45246	(513) 675-1558
Renee Enterprises LLC	Tonya	Brown	456 North Court Street	Circleville	OH	43113	(740) 207-6695
Damico CPA Inc	Carrie	Damico	4264 Fulton Rd	Cleveland	OH	44144	(440) 725-5341
NJLB Inc	Rachel	Ruffing	6424 Detroit Ave	Cleveland	OH	44102	(440) 465-1334
Mary Methner	Mary	Methner	125 S Main St	Clyde	OH	43410	(419) 680-3309



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Carla Buggs Gwinn	Carla	Gwinn	1406 Cleveland Ave	Columbus	OH	43211	(614) 937-4563
Tax Enterprises LLC	Tim	Chiu	5308 N Hamilton Rd	Columbus	OH	43230	(614) 560-4056
Carson Woods and Anthony Marucco	Carson	Woods	616 Harrisburg Pike	Columbus	OH	43223	(614) 271-8334
Carson Woods and Anthony Marucco	Carson	Woods	4930 W Broad St	Columbus	OH	43228	(614) 271-8334
Carson Woods and Anthony Marucco	Carson	Woods	3103 W Broad St	Columbus	OH	43204	(614) 271-8334
UK Enterprise Ltd	Umesh	Patel	5915 Karl Rd	Columbus	OH	43229	(614) 203-2570
Quality Tax Service One LLC	Roxanna	Frazier	3467 E Broad St	Columbus	OH	43213	(614) 314-9377
4 Real Partners	Jerome	Dickerson	1251 Main St	Cuyahoga Falls	OH	44221	(832) 277-5270
4 Real Partners	Jerome	Dickerson	891 Graham Rd	Cuyahoga Falls	OH	44221	(832) 277-5270
Tina Davis and Angela Magee	Tina	Davis	5613 N Dixie Dr	Dayton	OH	45414	(937) 776-6786
LTS Eaton and Associates LLC	Derrick	Brownlee Sr.	111 Brandt St	Dayton	OH	45404	(937) 418-1944
John W. Gibson	John	Gibson	566 West Central Avenue	Delaware	OH	43015	(614) 679-2700
BRCS Inc.	Dean	Raab	5845 Karris Square Dr	Dublin	OH	43016	(614) 634-1185
LTS Eaton and Associates LLC	Derrick	Brownlee Sr.	1328 N Barron St	Eaton	OH	45320	(937) 418-1944
B&B Tax	Landon	Brockman	1882 S Maple Ave	Fairborn	OH	45324	(937) 541-6350

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Pfizenmayer and Associates LLC	Gaby	Pfizenmayer	6679 Dixie Hwy	Fairfield	OH	45014	(513) 675-1558
Haley S. Klein	Haley	Klein	114 South Main St	Findlay	OH	45840	(419) 463-0640
Thomas Ackerman	Thomas	Ackerman	150 Perry St	Fostoria	OH	44830	(419) 355-1072
Dawna B. Hagan	Dawna	Hagan	213 S Main St	Franklin	OH	45005	(937) 533-8805
Haley S. Klein	Haley	Klein	1310 E State St	Fremont	OH	43420	(419) 463-0640
LTS Eaton and Associates LLC	Derrick	Brownlee Sr.	1324 Wagner Ave	Greenville	OH	45331	(937) 418-1944
Freedom 2576 LLC	Joseph	Holland	2576 London Groveport Rd	Grove City	OH	43123	(614) 315-9985
Johanna Torres Angulo	Johanna	Torres Angulo	1024 Main St	Hamilton	OH	45013	(513) 906-9084
Mark Couch	Mark	Couch	2039 South Erie Blvd	Hamilton	OH	45011	(513) 300-0065
Linda D. Goepper	Linda	Goepper	10548 Harrison Ave	Harrison	OH	45030	(513) 600-5148
John W. Gibson	John	Gibson	3816 Fishinger Blvd	Hilliard	OH	43026	(614) 679-2700
B&B Tax	Landon	Brockman	7760 Brandt Pike	Huber Heights	OH	45424	(937) 541-6350
B&B Tax	Landon	Brockman	7079 Taylorsville RD	Huber Heights	OH	45424	(937) 541-6350
Kimberly Allen	Kimberly	Allen	1221 S Water St	Kent	OH	44240	(330) 807-3994
CNJ Services LLC	Ronald	Schubert	702 N Memorial Dr	Lancaster	OH	43130	(614) 440-0886

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Adamanda Inc.	Donna	Lynch	726 E Main St	Lebanon	OH	45036	(513) 228-0330
D V Dortch LLC	Darryl	Dortch	2115 Allentown Rd	Lima	OH	45805	(734) 325-0126
CNJ Services LLC	Ronald	Schubert	827 W Hunter St	Logan	OH	43138	(614) 440-0886
4 Real Partners	Jerome	Dickerson	3380 Oberlin Ave	Lorain	OH	44053	(832) 277-5270
Jordan Davis	Jordan	Davis	150 Gross Street	Marietta	OH	45750	(304) 615-2207
Quality Tax Service One LLC	Roxanna	Frazier	17801 State Route 31	Marysville	OH	43040	(614) 314-9377
LTS Eaton and Associates LLC	Derrick	Brownlee Sr.	510 Oxford State Rd	Middletown	OH	45044	(937) 418-1944
Michael Williams and Kevin Cunningham	Kevin	Cunningham	1011 Old State Rte 28	Milford	OH	45150	(513) 284-7037
Andrew Smolen	Andrew	Smolen	1488 Mentor Ave	Painesville	OH	44077	(440) 478-9991
Hack Financial LLC	George	Hack	26580 Dixie Hwy	Perrysburg	OH	43551	(419) 467-6579
B&B Tax	Landon	Brockman	531 N Main St	Piqua	OH	45356	(937) 541-6350
Alison Holland	Alison	Holland	100 W Main St	Pomeroy	OH	45769	(740) 516-1684
Mary Methner	Mary	Methner	313 Harrison St	Port Clinton	OH	43452	(419) 680-3309
D & D Tax Consulting Services LLC	Lecole	Daniels	1363 Brice Rd	Reynoldsburg	OH	43068	(614) 562-9425
LTS Eaton and Associates LLC	Derrick	Brownlee Sr.	537 N Vandemark Rd	Sidney	OH	45365	(937) 418-1944

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Wyatt & Kendall LLC	William	Higgins	2081 E Main St	Springfield	OH	45503	(513) 348-3226
419 Tax LLC	Matthew	Lammon	5929 W Sylvania Ave	Sylvania Township	OH	43623	(419) 343-9975
Thomas Ackerman	Thomas	Ackerman	224 W Market St	Tiffin	OH	44883	(419) 355-1072
David Gang	David	Gang	4026 Secor Rd Suite 2	Toledo	OH	43623	(419) 265-3945
Mark Grieselding and Dylan Grieselding	Dylan	Grieselding	4054 Airport Hwy	Toledo	OH	43615	(419) 261-2052
Mark Grieselding and Dylan Grieselding	Dylan	Grieselding	646 Main St	Toledo	OH	43605	(419) 261-2052
Hack Financial LLC	George	Hack	1641 W Sylvania Ave	Toledo	OH	43612	(419) 467-6579
Hack Financial LLC	George	Hack	3010 Lagrange St	Toledo	OH	43608	(419) 467-6579
Hack Financial LLC	George	Hack	515 Dorr St	Toledo	OH	43604	(419) 467-6579
Gang Financial LLC	David	Gang	1722 W Laskey Rd	Toledo	OH	43613	(419) 265-3945
Mark Couch*	Mark	Couch	TBD	Trenton	OH	TBD	(513) 300-0065
B&B Tax	Landon	Brockman	19 S Norwich Rd	Troy	OH	45373	(937) 541-6350
Joseph Gagliano	Joseph	Gagliano	3219 Elm Rd	Warren	OH	44483	(330) 727-6091
Kyle Garth	Kyle	Garth	6832 Tylersville Rd	West Chester	OH	45069	(513) 374-0632

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Adamanda Inc.	Donna	Lynch	61 E Main St	Wilmington	OH	45177	(513) 228-0330
LTS Eaton and Associates LLC	Derrick	Brownlee Sr.	10 S Detroit St.	Xenia	OH	45385	(937) 418-1944
Brenda L Littlefield	Brenda	Littlefield	26325 S Hwy 125	Afton	OK	74331	(918) 520-9314
Demitrius Williams	Demitrius	Williams	101 N Commerce St	Ardmore	OK	73401	(940) 782-7106
TLC Tax Services Inc.	L. Kay	Cobb	915 N Elm Pl	Broken Arrow	OK	74012	(918) 381-5546
Richey Health Solutions LLC	Randal	Richey	914 S 4th	Chickasha	OK	73018	(405) 550-4613
Michael W. Stanley	Michael	Stanley	302 S Lynn Riggs Blvd	Claremore	OK	74017	(918) 635-5675
Walnut Creek Enterprises LLC	Mark	Hollis	4633 SE 29th St	Del City	OK	73115	(352) 246-1794
Walnut Creek Enterprises LLC*	Mark	Hollis	TBD	Del City	OK	TBD	(352) 246-1794
William Holliday	William	Holliday	114 S Rock Island Ave	El Reno	OK	73036	(405) 308-5846
Smart Taxes LLC	Brandy	Armstrong	913 SE Washington St	Idabel	OK	74745	(903) 736-1674
Martin Holdings LLC	Kimberly	Martin	60 NW Sheridan Rd	Lawton	OK	73505	(580) 647-1019
CJ Accounting Inc	Cheryl	Nichols	1204 E Carl Albert Pkwy	Mcalester	OK	74953	(501) 262-8579
Brenda L Littlefield	Brenda	Littlefield	2014 N Main	Miami	OK	74354	(918) 520-9314
Walnut Creek Enterprises LLC	Mark	Hollis	10906 N Pennsylvania Ave	Oklahoma City	OK	73120	(352) 246-1794

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Walnut Creek Enterprises LLC	Mark	Hollis	1111 N Meridian Ave	Oklahoma City	OK	73107	(352) 246-1794
Walnut Creek Enterprises LLC	Mark	Hollis	6006 S Western Ave	Oklahoma City	OK	73139	(352) 246-1794
Ismat Almouhtaseb	Ismat	Almouhtaseb	7911 W Hefner Rd	Oklahoma City	OK	73162	(405) 361-9408
Ismat Almouhtaseb	Ismat	Almouhtaseb	3623 N Mac Arthur Blvd	Oklahoma City	OK	73122	(405) 361-9408
Richard Shanbour	Richard	Shanbour	3503 N Classen Blvd	Oklahoma City	OK	73118	(405) 470-7342
William Holliday	William	Holliday	7461 NW 23rd St	Oklahoma City	OK	73008	(405) 308-5846
Michael W. Stanley	Michael	Stanley	11626 E 86th St N	Owasso	OK	74055	(918) 635-5675
Michael W. Stanley	Michael	Stanley	430 W Wekiwa Rd	Sand Springs	OK	74063	(918) 635-5675
BMH Enterprises LLC	Bret	Hardee	211 W Taft	Sapulpa	OK	74066	(806) 441-4497
Walnut Creek Enterprises LLC *	Mark	Hollis	TBD	Shawnee	OK	TBD	(352) 246-1794
BMH Enterprises LLC	Bret	Hardee	706 W. 6th Ave	Stillwater	OK	74074	(806) 441-4497
Michael W. Stanley	Michael	Stanley	6139 E 21st St	Tulsa	OK	74114	(918) 635-5675
Michael W. Stanley	Michael	Stanley	3151 S 129th E Ave	Tulsa	OK	74134	(918) 635-5675
Sanjay Parekh	Sanjay	Parekh	1132 S Memorial Dr	Tulsa	OK	74112	(918) 808-1438
Sanjay Parekh	Sanjay	Parekh	6944 S Lewis	Tulsa	OK	74136	(918) 808-1438

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Michael W. Stanley	Michael	Stanley	4310 S Peoria Ave	Tulsa	OK	74105	(918) 635-5675
William Holliday	William	Holliday	1300 W Vandament	Yukon	OK	73099	(405) 308-5846
Sandra Compher	Sandra	Compher	17895 SW TV Highway	Aloha	OR	97003	(541) 821-6634
Sandra Compher	Sandra	Compher	4525 SW Watson Ave	Beaverton	OR	97005	(541) 821-6634
Mag IV Inc.	Jenny	Magerle	839 E Pine St	Central Point	OR	97502	(541) 261-3627
T&C Tax Services LLC	Thomas	Ames	1601 W 7th Ave	Eugene	OR	97402	(541) 941-8007
Mag IV Inc.	Jenny	Magerle	110 SE K St	Grants Pass	OR	97526	(541) 261-3627
Mag IV Inc.	Jenny	Magerle	1607 Williams Hwy	Grants Pass	OR	97527	(541) 261-3627
Best Tax Filing LLC	Shuchi	Joshi	2020 NE Cornell Rd	Hillsboro	OR	97124	(206) 335-9083
Mag IV Inc.	Jenny	Magerle	3043 S Sixth St	Klamath Falls	OR	97603	(541) 261-3627
Mag IV Inc.	Jenny	Magerle	934 S Riverside Ave	Medford	OR	97501	(541) 261-3627
T&C Tax Services LLC	Thomas	Ames	1089 Medford Center	Medford	OR	97504	(541) 941-8007
Mag IV Inc.	Jenny	Magerle	2290 Newmark	North Bend	OR	97459	(541) 261-3627
Deborah Moore LLC	Deborah	Moore	16502 SE Division Street	Portland	OR	97236	(971) 610-2357
Sandra Compher	Sandra	Compher	940 NW Garden Valley Blvd	Roseburg	OR	97471	(541) 821-6634
T&C Tax Services LLC	Thomas	Ames	152 Main St	Springfield	OR	97477	(541) 941-8007

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T&C Tax Services LLC	Thomas	Ames	3161 Gateway St	Springfield	OR	97477	(541) 941-8007
Sandra Compher	Sandra	Compher	106 E Central Ave	Sutherlin	OR	97479	(541) 821-6634
Jeffrey A. Musall	Jeffrey	Musall	11535 SW Durham Rd	Tigard	OR	97224	(971) 732-0177
SOJ Tax LLC	Henry	LaRance	7588 Highway 62	White City	OR	97503	(541) 621-3771
Jeremy Fajardo	Jeremy	Fajardo	1306 Hamilton ST	Allentown	PA	18102	(484) 719-9210
Jeremy Fajardo	Jeremy	Fajardo	1638 Union Blvd	Allentown	PA	18109	(484) 719-9210
J. Raymond Fletcher and Michael J. Pesta	J. Raymond	Fletcher	308 Frankstown Road	Altoona	PA	16602	(814) 505-6862
Michael J. Pesta	Michael	Pesta	615 Howard Ave	Altoona	PA	16601	(814) 505-6862
Raymond DeSena	Raymond	DeSena	3446 Freemansburg Ave	Bethlehem	PA	18020	(973) 214-6787
Raymond DeSena	Raymond	DeSena	54 E Broad St	Bethlehem	PA	18018	(973) 214-6787
McFarmer Inc.	Janice	Farmer	4511 A Edgmont Ave	Brookhaven	PA	19015	(484) 995-9396
Mihalka Enterprises Inc	Mark	Mihalka	41 S Main St	Carbondale	PA	18407	(570) 237-0541
AAR 5 Stars Tax Prep Services LLC	Adeela	Akbar	875 Lincoln Way W	Chambersburg	PA	17202	(917) 622-5729
Coatesville Community Rising LLC	Angela	Hunter	209 E Lincoln Hwy	Coatesville	PA	19320	(484) 569-9132



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Mihalka Enterprises Inc	Mark	Mihalka	131 S Blakely St	Dunmore	PA	18512	(570) 237-0541
Eugenia Laux	Eugenia	Laux	357 W Johnson Hwy	East Norriton	PA	19401	(484) 529-3557
Mr. Big Dreams Inc	Karisma	Page	528 Seven Bridges Rd	East Stroudsburg	PA	18302	(570) 460-8391
Mr. Big Dreams Inc	Karisma	Page	239 Fox Run Ln	East Stroudsburg	PA	18302	(570) 460-8391
Raymond DeSena	Raymond	DeSena	110 S Third St	Easton	PA	18042	(973) 214-6787
Raymond DeSena	Raymond	DeSena	1555 Northampton Street	Easton	PA	18042	(973) 214-6787
Mihalka Enterprises Inc	Mark	Mihalka	19B Gateway Shopping Center	Edwardsville	PA	18704	(570) 237-0541
DL&K Taxes LLC	Donald	Dombach	36 E Main St	Ephrata	PA	17522	(717) 917-0370
1040 LLC	Jason	Williams	652 W 38th St	Erie	PA	16508	(814) 323-6531
Taxprep LLC	Jason	Williams	902 E 6th St	Erie	PA	16507	(814) 323-6531
Taxprep LLC	Jason	Williams	3320 Buffalo Rd	Erie	PA	16510	(814) 323-6531
Taxprep LLC	Jason	Williams	1260 E 26th St	Erie	PA	16504	(814) 323-6531
Quiver & Arrow LLC	Martin	Cunningham	4839 E Street Rd	Feasterville Trevose	PA	19053	(215) 779-3158
Eugenia Laux	Eugenia	Laux	1708 Tilden Ridge Dr	Hamburg	PA	19526	(484) 529-3557
MMMP Enterprises Inc.	Mark	Mihalka	844 Sans Souci Pkwy	Hanover Twp	PA	18706	(570) 237-0541

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Basil Papoutsis	Basil	Papoutsis	1259 Derry St	Harrisburg	PA	17104	(717) 343-7269
Basil Papoutsis	Basil	Papoutsis	1100 S 29th St	Harrisburg	PA	17111	(717) 343-7269
Quiver & Arrow LLC	Martin	Cunningham	120 S York Rd	Hatboro	PA	19040	(215) 779-3158
Thomas Jarosick	Thomas	Jarosick	1255 Scalp Ave	Johnstown	PA	15904	(814) 242-2609
DL&K Taxes LLC	Donald	Dombach	18 S Prince St	Lancaster	PA	17603	(717) 917-0370
DL&K Taxes LLC	Donald	Dombach	594 Centerville Rd	Lancaster	PA	17601	(717) 917-0370
Richard McCall	Richard	McCall	3 N Lansdowne Ave	Lansdowne	PA	19050	(757) 377-4341
Clement Ogunyemi	Clement	Ogunyemi	806 Cumberland St	Lebanon	PA	17042	(318) 533-2779
Troy Owen	Troy	Owen	109 Market St	Leechburg	PA	15656	(724) 797-3004
Troy Owen	Troy	Owen	868 Fourth Ave	New Kensington	PA	15068	(724) 797-3004
Hyguens Barjon	Hyguens	Barjon	7147 Ogontz Ave	Philadelphia	PA	19138	(215) 954-9686
KBS Tax Service Inc	Kamil	Salter	4903 Frankford Ave	Philadelphia	PA	19124	(215) 432-6154
KBS Tax Service Inc	Kamil	Salter	137 W Cheltenham Ave	Philadelphia	PA	19144	(215) 432-6154
KBS Tax Service Inc	Kamil	Salter	5622 N 5th St	Philadelphia	PA	19120	(215) 432-6154
KBS Tax Service Inc	Kamil	Salter	5731 N Broad St	Philadelphia	PA	19141	(215) 432-6154
KBS Tax Service Inc	Kamil	Salter	4847 N Broad St	Philadelphia	PA	19141	(215) 432-6154

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
KBS Tax Service Inc	Kamil	Salter	2141 Cottman Ave	Philadelphia	PA	19149	(215) 432-6154
Kokou M. Logossou	Kokou	Logossou	141 S 52nd St	Philadelphia	PA	19139	(267) 987-4288
Kokou M. Logossou	Kokou	Logossou	519 Adams Ave	Philadelphia	PA	19120	(267) 987-4288
Kokou M. Logossou	Kokou	Logossou	1411 W Erie Ave	Philadelphia	PA	19140	(267) 987-4288
Kokou M. Logossou	Kokou	Logossou	935 N Broad St	Philadelphia	PA	19123	(267) 987-4288
Terrell Gray	Terrell	Gray	4519 Liberty Ave	Pittsburgh	PA	15224	(412) 874-5454
Terrell Gray	Terrell	Gray	2205 Ardmore Blvd	Pittsburgh	PA	15221	(412) 874-5454
Mihalka Enterprises Inc	Mark	Mihalka	26 Laurel St	Pittston	PA	18640	(570) 237-0541
Mihalka Enterprises Inc	Mark	Mihalka	145 S Main St	Pittston	PA	18640	(570) 237-0541
Mihalka Enterprises Inc	Mark	Mihalka	9 N River St	Plains	PA	18705	(570) 237-0541
Mr. Big Dreams Inc	Karisma	Page	2657 Route 940	Pocono Summit	PA	18346	(570) 460-8391
Quiver & Arrow LLC	Martin	Cunningham	1200 East High St	Pottstown	PA	19464	(215) 779-3158
United Integrity Tax Group LLC	Kimberly	Ervin	515 S West End Blvd	Quakertown	PA	18951	(215) 536-4455
Eugenia Laux	Eugenia	Laux	3215 N 5th Street Hwy	Reading	PA	19605	(484) 529-3557
Eugenia Laux	Eugenia	Laux	319 N 5th St	Reading	PA	19601	(484) 529-3557
Mihalka Enterprises Inc	Mark	Mihalka	735 Oak St	Scranton	PA	18508	(570) 237-0541

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Mihalka Enterprises Inc	Mark	Mihalka	913 S Washington Ave	Scranton	PA	18505	(570) 237-0541
Thomas Jarosick	Thomas	Jarosick	915 N Center Ave	Somerset	PA	15501	(814) 242-2609
Quiver & Arrow LLC **	Martin	Cunningham	TBD	Southampton	PA	TBD	(215) 779-3158
Mr. Big Dreams Inc	Karisma	Page	1240 N 9th St	Stroudsburg	PA	18360	(570) 460-8391
Mr. Big Dreams Inc	Karisma	Page	528 Main Street	Stroudsburg	PA	18360	(570) 460-8391
Mr. Big Dreams Inc *	Karisma	Page	TBD	Stroudsburg	PA	TBD	(570) 460-8391
Susan Ward	Susan	Ward	184 E Tioga St	Tunkhannock	PA	18657	(570) 417-8193
Natashia Klos	Natashia	Klos	459 Connellsville ST	Uniontown	PA	15401	(412) 849-1154
Natashia Klos	Natashia	Klos	596 W Chestnut St	Washington	PA	15301	(412) 849-1154
Elite Tax Services LLC	Tara	May	1823 A E Main St	Waynesboro	PA	17268	(304) 279-8944
Felix R. Strater III	Felix	Strater	323 E Gay St	West Chester	PA	19380	(610) 304-4202
Mihalka Enterprises Inc	Mark	Mihalka	235 E Broad St	West Hazleton	PA	18202	(570) 237-0541
MMMP Enterprises Inc.	Mark	Mihalka	30 S Main St	Wilkes Barre	PA	18701	(570) 237-0541
DL&K Taxes LLC	Donald	Dombach	13 W Market St	York	PA	17401	(717) 917-0370
DL&K Taxes LLC	Donald	Dombach	13 W Market St	York	PA	17401	(717) 917-0370
Bailey Bear LLC	John	Palana	35 Sandy Bottom Rd	Coventry	RI	02816	(401) 263-1200

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	(651) 283-5502
SD Tax Inc.	Steven	DeMedeiros	1450 Atwood Ave	Johnston	RI	02919	(401) 481-9667
Lawrence Walsh	Larry	Walsh	238 E Main RD 5	Middletown	RI	02842	(401) 419-5768
Patriot Financial Services LLC	Vishruta	Parikh	863 Newport Ave	Pawtucket	RI	02861	(508) 530-1718
Noshina Khalid	Noshina	Khalid	671 N Main St	Providence	RI	02904	(401) 829-6922
Lawrence Walsh	Larry	Walsh	544 Kingstown Rd	Wakefield	RI	02879	(401) 419-5768
Lawrence Walsh	Larry	Walsh	630 Metacom Ave	Warren	RI	02885	(401) 419-5768
PRP Inc *	Richard	Wolfe	TBD	Warwick	RI	TBD	(401) 932-7925
Patriot Financial Services LLC	Vishruta	Parikh	56 Social St	Woonsocket	RI	02895	(508) 530-1718
Temeyka Scott	Temeyka	Scott	681 Silver Bluff Rd	Aiken	SC	29803	(803) 530-5795
Pentax LLC	Mercedes	Curry	3015 E North St	Anderson	SC	29625	(864) 681-8100
Pentax LLC	Mercedes	Curry	211 Hwy 28 Bypass	Anderson	SC	29624	(864) 681-8100
Temeyka Scott	Temeyka	Scott	449 W Church St	Batesburg	SC	29006	(803) 530-5795
Tax Pros of the LowCountry LLC	Alberto	Tapia	841 Parris Island Gateway	Beaufort	SC	29906	(843) 290-4729
Clatwork LLC	George	Leverett	132 Kerr St	Belvedere	SC	29841	(706) 401-4566

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Mohammad Akhtar	Mohammad	Akhtar	226 Hwy 15-401 Bypass E	Bennettsville	SC	29512	(803) 873-0034
TaxBiz Partners LLC	Terri	Brashears	1008 Fording Island Road	Bluffton	SC	29910	(843) 290-2060
GL Financial LLC	Christopher	Wulforst	110 Rainbow Lake Rd	Boiling Springs	SC	29316	(864) 680-4891
Sherry L. Duncan	Sherry	Duncan	538 E DeKalb St	Camden	SC	29020	(803) 420-3112
Pekajo Services Inc.	Mark	Williams	1631 JA Cochran Bypass	Chester	SC	29706	(803) 524-3399
Pekajo Services Inc.	Mark	Williams	745 Bethel St	Clover	SC	29710	(803) 524-3399
Beverly Lewis-Haynes	Beverly	Lewis-Haynes	9003 Two Notch Rd	Columbia	SC	29223	(803) 479-9683
Tax Team Two LLC	Larry	Slaughter	551 St. Andrews Road	Columbia	SC	29210	(803) 732-7025
Temeyka Scott	Temeyka	Scott	7509I Garners Ferry Rd	Columbia	SC	29209	(803) 530-5795
Aliya Akhtar	Aliya	Akhtar	3200 Two Notch Rd	Columbia	SC	29204	(803) 714-3202
Aliya Akhtar	Aliya	Akhtar	7120 Two Notch Rd	Columbia	SC	29223	(803) 714-3202
Aliya Akhtar	Aliya	Akhtar	6129 N Main St	Columbia	SC	29203	(803) 714-3202
Aliya Akhtar	Aliya	Akhtar	2000 Clemson Rd	Columbia	SC	29229	(803) 714-3202
Temeyka Scott *	Temeyka	Scott	TBD	Columbia	SC	TBD	(803) 530-5795
Neville Mahoney	Neville	Mahoney	2803 Church Street	Conway	SC	29526	(516) 680-0264
Mohammad Akhtar	Mohammad	Akhtar	1104 A Hwy 301 North	Dillon	SC	29536	(803) 873-0034

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Pentax LLC	Mercedes	Curry	6725B Calhoun Memorial Highway	Easley	SC	29640	(864) 681-8100
Sherry L. Duncan	Sherry	Duncan	2474 Main Street	Elgin	SC	29045	(803) 420-3112
Angela Coleman and Timothy Coleman	Timothy	Coleman	1927 B West Palmetto St	Florence	SC	29501	(803) 730-1231
Angela Coleman and Timothy Coleman	Timothy	Coleman	1356 James Jones Ave	Florence	SC	29505	(803) 730-1231
Pekajo Services Inc.	Mark	Williams	705 Crossroads Plaza	Fort Mill	SC	29708	(803) 524-3399
Mohammad Akhtar	Mohammad	Akhtar	1100 W Floyd Baker Blvd	Gaffney	SC	29341	(803) 873-0034
Sherry M. Kelly	Sherry	Kelly	3214 Augusta Rd	Greenville	SC	29605	(864) 201-8610
Pentax LLC	Mercedes	Curry	201 Montague Ave	Greenwood	SC	29649	(864) 681-8100
WJ Business Services INC	Wayne	Johnson	217 W Wade Hampton Blvd	Greer	SC	29650	(864) 940-6054
Shnickqua Aiken	Shinckqua	Aiken	1750 C Remount Rd	Hanahan	SC	29406	(843) 224-2964
GL Financial LLC	Christopher	Wulforst	11241 Asheville Hwy	Inman	SC	29349	(864) 680-4891
Tax Team LLC	Larry	Slaughter	7467 St Andrews Rd	Irmo	SC	29063	(803) 261-9407
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) 732-7025

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Tax Team Two LLC *	Larry	Slaughter	TBD	Lexington	SC	TBD	(803) 732-7025
Melissa Farmer	Melissa	Farmer	2510 E Hwy 76	Marion	SC	29571	(843) 430-1855
ISMA LLC	Samantha	Slapnik	3713 Renee Dr	Myrtle Beach	SC	29579	(843) 267-3590
SKH Holdings LLC	Tammy Kay	Hastings	7400 Rivers Ave	North Charleston	SC	29406	(843) 886-5617
TL2 Accounting LLC	Tamara	Lee	574 Hwy 17 N	North Myrtle Beach	SC	29582	(843) 349-1040
Derrick Green	Derrick	Green	1000 B Chestnut Street	Orangeburg	SC	29115	(803) 928-6617
Derrick Green	Derrick	Green	743 John C Calhoun Dr	Orangeburg	SC	29115	(803) 928-6617
Pentax LLC	Mercedes	Curry	2700 Gentry Memorial Hwy	Pickens	SC	29671	(864) 681-8100
Pekajo Services Inc.	Mark	Williams	1242 E Main St	Rock Hill	SC	29730	(803) 524-3399
Pekajo Services Inc.	Mark	Williams	123 S Herlong Ave	Rock Hill	SC	29732	(803) 524-3399
Derrick Green	Derrick	Green	110 Plaza Cir	Santee	SC	29142	(803) 928-6617
GL Financial LLC	Christopher	Wulforst	1521 Asheville Hwy	Spartanburg	SC	29303	(864) 680-4891
GL Financial LLC	Christopher	Wulforst	505 W Main St	Spartanburg	SC	29301	(864) 680-4891
GL Financial LLC	Christopher	Wulforst	1735 John B White Boulevard	Spartanburg	SC	29301	(864) 680-4891
GL Financial LLC	Christopher	Wulforst	1944 E Main St	Spartanburg	SC	29307	(864) 680-4891
Joyce McCabe	Joyce	McCabe	263 Broad St	Sumter	SC	29150	(803) 316-6539



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Joyce McCabe	Joyce	McCabe	303 S Lafayette Blvd	Sumter	SC	29150	(803) 316-6539
Joyce McCabe	Joyce	McCabe	1307 Peach Orchard Rd	Sumter	SC	29154	(803) 316-6539
VFM LLC	Susan	Vatell	2278 Glenns Bay Rd	Surfside Beach	SC	29575	(843) 516-9200
Gary O. Stobart	Gary	Stobart	3241 Wade Hampton Boulevard	Taylors	SC	29687	(864) 504-5311
Lisa D. Hembree	Lisa	Hembree	3 Benton Rd	Travelers Rest	SC	29690	(864) 787-4238
Temeyka Scott	Temeyka	Scott	3042 Charleston Hwy	West Columbia	SC	29172	(803) 530-5795
Temeyka Scott	Temeyka	Scott	2410 Augusta Rd	West Columbia	SC	29169	(803) 530-5795
Temeyka Scott	Temeyka	Scott	712 12th Street	West Columbia	SC	29169	(803) 530-5795
Pentax LLC	Mercedes	Curry	902 N Main St	Woodruff	SC	29388	(864) 681-8100
Bulldog Financial LLC	David	Yost	102 S Egan Ave	Madison	SD	57042	(605) 427-1824
Tina M. Hill	Tina	Hill	101 E. Main St	Pine Ridge	SD	57770	(605) 415-2979
JL Enterprises Incorporated	Nicole	Ossenfort	532 E Anamosa St	Rapid City	SD	57701	(605) 484-9218
JL Enterprises Incorporated	Nicole	Ossenfort	1225 E St Patrick St	Rapid City	SD	57701	(605) 484-9218
Crystal Carlson	Crystal	Carlson	5604 W 41st St	Sioux Falls	SD	57106	(605) 728-5499
KMC Taxes LLC	Kristi-Jo	Sherman	720 N 11th St	Spearfish	SD	57783	(307) 670-2367

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Carol Elliott	Carol	Elliott	1402 Decatur Pike	Athens	TN	37303	(423) 746-1227
Tilcam Services Group LLC *	Markee	Tate	TBD	Bartlett	TN	TBD	(901) 413-2851
Robin Wininger	Robin	Wininger	3200 Hwy 126	Blountville	TN	37617	(719) 659-8498
Thomas Jarosick	Thomas	Jarosick	1391 Volunteer Pkwy	Bristol	TN	37620	(814) 242-2609
Thomas Jarosick	Thomas	Jarosick	700 State St	Bristol	TN	37620	(814) 242-2609
Tilcam Services Group LLC	Markee	Tate	3416 Rossville Blvd	Chattanooga	TN	37407	(901) 413-2851
Rima Usanova	Rima	Usanova	1503 Ft Campbell Blvd	Clarksville	TN	37042	(773) 931-0873
Bertina Winchek	Bertina	Winchek	1202 S James M Campbell Blvd	Columbia	TN	38401	(734) 250-5323
Tendril Holdings LLC	Clifford	Davidson	728 S. Jefferson Ave	Cookeville	TN	38501	(931) 581-1478
AALA Enterprise LLC	Laila	Jasani	7995 Fischer Steel Rd	Cordova	TN	38018	(901) 292-3737
Sana Meghani	Sana	Meghani	741 Highway 51 N	Covington	TN	38019	(512) 552-5252
Walker Intown Renewal LLC	Arbie	Walker Connor	209 S Royal Oaks Blvd	Franklin	TN	37064	(404) 405-1564
Walker Intown Renewal LLC *	Arbie	Walker Connor	TBD	Franklin	TN	TBD	(404) 405-1564
M & A Management LLC	Amanda	Henry	235 E Broadway Blvd	Jefferson City	TN	37760	(423) 278-2876
Karen Cook	Karen	Cook	3101 W Market St	Johnson City	TN	37604	(706) 483-5630

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Karen Cook	Karen	Cook	1005 N Roan St	Johnson City	TN	37601	(706) 483-5630
Tony Allen	Tony	Allen	1420 A East Stone Dr	Kingsport	TN	37660	(423) 502-2805
Tony Allen	Tony	Allen	1200 Lynn Garden Dr	Kingsport	TN	37665	(423) 502-2805
Melissa D Graham	Melissa	Graham	1229 N Eastman Rd	Kingsport	TN	37664	(423) 677-0511
Robin Wininger	Robin	Wininger	3905 A Fort Henry Dr	Kingsport	TN	37663	(719) 659-8498
Daneisha LLC	Mahmood	Dhanani	5917 Chapman Hwy	Knoxville	TN	37920	(865) 236-3197
Daneisha LLC	Mahmood	Dhanani	2832 East Magnolia Avenue	Knoxville	TN	37917	(865) 236-3197
Tommy Smith	Tommy	Smith	2001 N Broadway	Knoxville	TN	37917	(606) 499-6432
Tommy Smith	Tommy	Smith	102 N Massachusetts Ave	La Follette	TN	37766	(606) 499-6432
Thomas Jarosick *	Thomas	Jarosick	TBD	Lake City	TN	TBD	(814) 242-2609
LCMA Financial Services LLC	Christine	Lockhart	514B W Main St	Lebanon	TN	37087	(615) 681-4668
Thomas Jarosick	Thomas	Jarosick	820 US Hwy 321	Lenoir City	TN	37771	(814) 242-2609
Orion Inc.	Mary	Hobbs	311 Foothills Mall Dr	Maryville	TN	37801	(865) 803-7170
Orion Inc.	Mary	Hobbs	2139 E Broadway Ave	Maryville	TN	37804	(865) 803-7170
Tilcam Services Group LLC *	Markee	Tate	TBD	McKenzie	TN	TBD	(901) 413-2851

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Tendrill Holdings LLC	Clifford	Davidson	904 N Chancery St	Mcminnville	TN	37110	(931) 581-1478
Sana Meghani	Sana	Meghani	7257 Winchester Rd	Memphis	TN	38125	(512) 552-5252
Tilcam Services Group LLC	Markee	Tate	5709 Mt Moriah Rd	Memphis	TN	38115	(901) 413-2851
M & A Management LLC*	Amanda	Henry	TBD	Morristown	TN	TBD	(423) 278-2876
M & A Management LLC	Amanda	Henry	1129 East Morris Blvd	Morristown	TN	37813	(423) 278-2876
Dwight Dye	Dwight	Dye	1409 NW Broad St	Murfreesboro	TN	37129	(803) 417-1499
Walker Intown Renewal LLC	Arbie	Walker Connor	519 Donelson Pike	Nashville	TN	37214	(404) 405-1564
Walker Intown Renewal LLC	Arbie	Walker Connor	3318 Nolensville Pike	Nashville	TN	37211	(404) 405-1564
Walker Intown Renewal LLC *	Arbie	Walker Connor	TBD	Nashville	TN	TBD	(404) 405-1564
Mohawk Investments Inc.	Mark	Phillips	401 W Broadway St	Newport	TN	37821	(423) 273-0002
Thomas Jarosick	Thomas	Jarosick	361 S Illinois Ave	Oak Ridge	TN	37830	(814) 242-2609
LaDonna K. Presley	LaDonna	Presley	405 S Armstrong Rd	Rogersville	TN	37857	(423) 754-9248
Timothy A. Richardson	Timothy	Richardson	1006 Parkway	Sevierville	TN	37862	(276) 791-3745
Dwight Dye	Dwight	Dye	307 N Lowry St	Smyrna	TN	37167	(803) 417-1499
Tye Brooks	Tye	Brooks	3510 N First St	Abilene	TX	79603	(325) 665-9018

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Tye Brooks	Tye	Brooks	3301 S 14th St	Abilene	TX	79605	(325) 665-9018
RGV Taxperts LLC	Kamlesh	Bhakta	1037 W Duranta Ave	Alamo	TX	78516	(956) 320-8378
A5 Inc.	Jack	Williams	3305 E Amarillo Blvd	Amarillo	TX	79107	(907) 350-4119
A5 Inc.*	Jack	Williams	TBD	Amarillo	TX	TBD	(907) 350-4119
A5 Inc.*	Jack	Williams	TBD	Amarillo	TX	TBD	(907) 350-4119
Jody Bills and Abby Bills	Jody	Bills	709 N Powell Parkway	Anna	TX	75409	(469) 343-2840
Fiesta Financial Services LLC	Bilal	Siddiqi	2304 N Collins St	Arlington	TX	76011	(817) 905-0148
First Pitch LLC	J. Scott	Kirk	2425 SE Green Oaks Blvd	Arlington	TX	76018	(817) 781-5247
First Pitch LLC	J. Scott	Kirk	5975 S Cooper St	Arlington	TX	76017	(817) 781-5247
First Pitch LLC	J. Scott	Kirk	2141 S Collins	Arlington	TX	76010	(817) 781-5247
First Pitch LLC	J. Scott	Kirk	1502 S Collins	Arlington	TX	76010	(817) 781-5247
CTS Tax Services LLC	Teri	Rogers	734 E Corsicana	Athens	TX	75751	(903) 286-2406
Alamo Tax Services LLC *	Salman	Maknojia	TBD	Aubrey	TX	TBD	(214) 755-3993
Nancy Clark	Nancy	Clark	9717 N Lamar Blvd	Austin	TX	78753	(512) 468-9668
Nancy Clark	Nancy	Clark	8312 Burnet Rd	Austin	TX	78757	(512) 468-9668
Nancy Clark	Nancy	Clark	7316 Cameron Rd	Austin	TX	78752	(512) 468-9668

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Joe Ferrill and Annie Foss	Joe	Ferrill	615 Slaughter Ln	Austin	TX	78748	(210) 861-4648
JJR&R1 Inc.	Justin	Voigt	109 S Hasler Blvd	Bastrop	TX	78602	(512) 304-5510
Sana Meghani and Salman Virani	Salman	Virani	4611 Garth Road	Baytown	TX	77521	(832) 875-1454
Sana Meghani and Salman Virani	Salman	Virani	2200 Garth Rd	Baytown	TX	77520	(832) 875-1454
David R. James	David	James	115 N 11th St	Beaumont	TX	77702	(409) 658-3174
GHL Enterprises Inc	Corinne	Shipman	2105 Harwood Rd	Bedford	TX	76021	(214) 642-4732
Krystal Sias	Krystal	Sias	5202 Cedar St	Bellaire	TX	77401	(281) 881-7011
RGV Taxperts LLC	Kamlesh	Bhakta	2426 Boca Chica Blvd	Brownsville	TX	78521	(956) 320-8378
RGV Taxperts LLC*	Kamlesh	Bhakta	TBD	Brownsville	TX	TBD	(956) 320-8378
RGV Taxperts LLC*	Kamlesh	Bhakta	TBD	Brownsville	TX	TBD	(956) 320-8378
North Dallas Wireless LLC	William	Lockett	814 E Villa Maria	Bryan	TX	77802	(979) 595-5774
Luis Flores	Luis	Flores	503 W Pena St	Carrizo Springs	TX	78834	(210) 215-8832
Diligent Partners LLC	Mohammad	Haris	1220 N Josey Ln	Carrollton	TX	75006	(469) 988-0698
Mahmood M. Dhanani	Mahmood	Dhanani	125 N Clark Rd	Cedar Hill	TX	75104	(682) 227-9716
Hai N. Knepper	Hai N.	Knepper	109 N Bell Blvd	Cedar Park	TX	78613	(512) 554-1656

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Kailee Hart	Kailee	Hart	509 S Washington	Cleveland	TX	77327	(979) 450-5317
William Daniels	William	Daniels	1108 N Loop 336 W	Conroe	TX	77301	(936) 577-0293
Charles Garcia	Charles	Garcia	26281 Northwest Fwy	Cypress	TX	77429	(281) 772-7113
Shakeel Ahmad	Shakeel	Ahmad	3105 W Arkansas In	Dal Worthington	TX	76016	(832) 677-5752
Isabel Gomez	Isabel	Gomez	2731 W Northwest Hwy	Dallas	TX	75220	(773) 719-2504
P&C Financial Services LLC	Patrick	Onuoha	4343 W Camp Wisdom Rd	Dallas	TX	75237	(469) 396-2328
Yesica Lopez	Yesica	Lopez	10622 Garland Rd	Dallas	TX	75218	(469) 766-8513
Runnels Financial Services LLC	Mark	Runnels	7914 Spring Valley Rd	Dallas	TX	75254	(214) 240-8288
Runnels Financial Services LLC	Mark	Runnels	4043 E Trinity Mills Rd	Dallas	TX	75287	(214) 240-8288
Mark Fundoh	Mark	Fundoh	3936 S Polk St	Dallas	TX	75224	(972) 607-5234
Essaul Financials Inc.	Sara	Alcala	1314 West Davis St	Dallas	TX	75208	(214) 797-7217
Gilbert Mercado and Irmario Mercado	Irmario	Mercado	100 Center Dr	Del Rio	TX	78840	(830) 719-2589
Curtis Lucky	Curtis	Lucky	216 W University	Denton	TX	76201	(214) 208-4255
JM Legacy Investments LLC	Royce	Norris	917 N Hampton	DeSoto	TX	75115	(817) 437-5382

<b>Entity Name</b>	<b>Owner First Name</b>	<b>Owner Last Name</b>	<b>Office Address</b>	<b>Office City</b>	<b>Office State</b>	<b>Office Zip</b>	<b>Phone Number</b>
William E. Lee	William	Lee	300 N Teel St	Devine	TX	78016	(281) 610-9074
Mahmood M. Dhanani	Mahmood	Dhanani	322 N Main St	Duncanville	TX	75116	(682) 227-9716
The Associates Notary Public Corporation	Marisa	Arreola	2627 El Indio Hwy	Eagle Pass	TX	78852	(830) 513-6778
Javier Carreno	Javier	Carreno	11335 Montwood Dr	El Paso	TX	79936	(915) 856-4411
Jose Rosillo	Jose	Rosillo	810 E Redd Rd	El Paso	TX	79912	(915) 585-7041
Abraham Martinez	Abraham	Martinez	8855 Viscount Blvd	El Paso	TX	79925	(915) 282-7919
Abraham Martinez	Abraham	Martinez	9155 Dyer	El Paso	TX	79924	(915) 282-7919
Abraham Martinez*	Abraham	Martinez	TBD	El Paso	TX	TBD	(915) 282-7919
Mahmood M. Dhanani	Mahmood	Dhanani	1201 N. Main Street	Euless	TX	76039	(682) 227-9716
CDM Business Services LLC	Michael	Martinez	115 S Wood St	Ferris	TX	75125	(469) 658-1040
Mahmood M. Dhanani	Mahmood	Dhanani	3140 Mansfield Hwy	Forest Hill	TX	76119	(682) 227-9716
Andrea M. Russell	Andrea	Russell	133 E US Hwy 80	Forney	TX	75126	(214) 500-5822
Financial Change Solutions LLC	Jolanda	Hamilton	6245 Rufe Snow Dr	Fort Worth	TX	76148	(817) 939-1268
Fiesta Financial Services LLC	Bilal	Siddiqi	4624 E Lancaster Ave	Fort Worth	TX	76103	(817) 905-0148
First Pitch LLC	J. Scott	Kirk	3401 Altamesa Blvd	Fort Worth	TX	76133	(817) 781-5247



Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
First Pitch LLC	J. Scott	Kirk	9112 Camp Bowie W	Fort Worth	TX	76116	(817) 781-5247
First Pitch LLC	J. Scott	Kirk	5932 Curzon Ave	Fort Worth	TX	76107	(817) 781-5247
First Pitch LLC	J. Scott	Kirk	6245 Granbury Road	Fort Worth	TX	76133	(817) 781-5247
First Pitch LLC	J. Scott	Kirk	809 East Berry Street	Fort Worth	TX	76104	(817) 781-5247
Alamo Tax Services LLC	Salman	Maknojia	201 N Grand Ave	Gainesville	TX	76240	(214) 755-3993
Puja Bhatta	Puja	Bhatta	2376 Lavon Dr	Garland	TX	75040	(214) 721-4107
BQS Services LLC	Loren	Brantley	3845 N Garland Ave	Garland	TX	75040	(972) 213-7127
Waqar A. Khan	Waqar	Khan	3350 Broadway Blvd	Garland	TX	75043	(408) 509-9242
Business Wise Solutions LLC	Mauro	Amador	610 E University Ave	Georgetown	TX	78626	(512) 528-5680
Rosemary Trujillo	Rosemary	Trujillo	2502 S Belt Line Rd	Grand Prairie	TX	75052	(817) 542-2746
Rosemary Trujillo	Rosemary	Trujillo	104 W Main Street	Grand Prairie	TX	75050	(817) 542-2746
Abwaller LLC	Anthony	Waller	600 Indian Trail	Harker Heights	TX	76548	(254) 449-2542
RGV Taxperts LLC*	Kamlesh	Bhakta	TBD	Harlingen	TX	TBD	(956) 320-8378
RGV Taxperts LLC	Kamlesh	Bhakta	918 N 77 Sunshine Strip	Harlingen	TX	78550	(956) 320-8378
Lawrence Pope Jr.	Lawrence	Pope	5710 Antoine	Houston	TX	77091	(832) 524-6768
William Daniels	William	Daniels	5206 Irvington Blvd	Houston	TX	77009	(936) 577-0293

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Britomo Solutions 290 LLC	Moises	Brito	10969 Northwest Fwy	Houston	TX	77092	(713) 320-4805
Northwest Tax Services LLC	Tameika	Campbell	12757 S Dairy Ashford Rd	Houston	TX	77099	(281) 455-5130
FM1960 Tax Office LLC	Anup	Khanal	2137 Cypress Creek Pkwy	Houston	TX	77090	(832) 277-8372
Financial Family Advisors LLC	Eduardo	Rebolledo	4232 Ella Blvd	Houston	TX	77018	(832) 515-8558
North Dallas Wireless LLC	William	Lockett	11270 Fondren Rd	Houston	TX	77096	(979) 595-5774
North Dallas Wireless LLC	William	Lockett	6100 W Fuqua St	Houston	TX	77085	(979) 595-5774
North Dallas Wireless LLC	William	Lockett	7205 Tidwell Rd	Houston	TX	77016	(979) 595-5774
North Dallas Wireless LLC	William	Lockett	2112 N Fry Rd	Houston	TX	77084	(979) 595-5774
North Dallas Wireless LLC	William	Lockett	10990 North Freeway	Houston	TX	77037	(979) 595-5774
North Dallas Wireless LLC	William	Lockett	9422 Cullen Blvd	Houston	TX	77051	(979) 595-5774
North Dallas Wireless LLC	William	Lockett	9426 A Cullen Blvd	Houston	TX	77051	(979) 595-5774
Tax World LLC	Tronica	Harris	14415 Bellaire Blvd Waterwell	Houston	TX	77083	(346) 422-8872
Nitin Mehta and Vallidevi Yarlagadda	Nitin	Mehta	6511 Westheimer Rd	Houston	TX	77057	(713) 859-2403
Nitin Mehta and Vallidevi Yarlagadda	Nitin	Mehta	4915 Hwy 6 N	Houston	TX	77084	(713) 859-2403

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Nitin Mehta and Vallidevi Yarlagadda	Nitin	Mehta	15845 Farm to Market Rd 529	Houston	TX	77095	(713) 859-2403
Monica Gonzalez	Monica	Gonzalez	11235 Fuqua St	Houston	TX	77089	(832) 978-7958
JIGISH LLC	Dimpal	Kalani	11875 Bissonnet St	Houston	TX	77099	(281) 814-6757
Saja Mahdi	Saja	Mahdi	212 E Crosstimbers St	Houston	TX	77022	(713) 898-3427
Saja Mahdi	Saja	Mahdi	1726 W 18th St	Houston	TX	77008	(713) 898-3427
Rami Marji	Rami	Marji	10146 Hammerly Blvd	Houston	TX	77080	(713) 382-1520
Martha Navarro	Martha L	Navarro	910 N Durham Dr	Houston	TX	77008	(281) 914-2525
RAAZ Financial Services LLC	Rahim	Balsara	863 Dairy Ashford Road	Houston	TX	77079	(815) 621-5888
TVS Investments LLC	Tanuja	Vunnam	12520 Westheimer Road	Houston	TX	77077	(281) 865-7766
BKP Enterprises LLC.	Nageswararao	Yarlagadda	801-C S 75th St	Houston	TX	77023	(281) 773-9248
Eduardo Rebolledo	Eduardo	Rebolledo	2047 Wirt Rd Suite C	Houston	TX	77055	(347) 338-7631
Zain Tax Services Inc.	Mohamed	Farghaly	612 N Victory	Houston	TX	77088	(646) 339-6759
Calvin R. Henderson	Calvin	Henderson	9705 Telephone Rd	Houston	TX	77075	(832) 215-6091
IBridge Business Services LLC	Alex	Mwambukiri	12303 Jones Rd	Houston	TX	77070	(832) 723-2433
Britomo Solutions LLC	Moises	Brito	1333 Gessner Rd	Houston	TX	77055	(713) 320-4805

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Ashish Pokharel	Ashish	Pokharel	7404 Airline Dr	Houston	TX	77076	(562) 293-7242
Zafar Tahir	Zafar	Tahir	8542 Hwy 6 N	Houston	TX	77095	(713) 382-8333
S&R Services LLC	Rajesh	Sapkota	3517 Little York Rd	Houston	TX	77093	(281) 673-7802
Krystal Sias *	Krystal	Sias	TBD	Houston	TX	TBD	(281) 881-7011
William Daniels	William	Daniels	1302 Sam Houston Ave	Huntsville	TX	77340	(936) 577-0293
GHL Enterprises Inc.*	Corinne	Shipman	TBD	Hurst	TX	TBD	(214) 642-4732
TLT Partners LLC *	Traci	Davis	TBD	Ingram	TX	TBD	(830) 459-4797
NISM LLC	Neelima	Lokhandwalla	2904 N MacArthur Blvd	Irving	TX	75062	(214) 707-4686
Demitrius Williams *	Demitrius	Williams	TBD	Iowa Park	TX	TBD	(940) 782-7106
IAM Tax Service LLC	Isaac	Mayfield	1650 S Jackson	Jacksonville	TX	75766	(469) 400-9400
Dennis Pryor	Dennis	Pryor	391 S Wheeler St	Jasper	TX	75951	(409) 382-7775
Denise Davis LLC	Denise K	Davis	907 Oak St	Jourdanton	TX	78026	(830) 769-1364
Noe Martinez Jr and Isela Camacho Martinez	Noe	Martinez	1420 Mason Rd	Katy	TX	77450	(832) 769-1438
TLT Partners LLC	Traci	Davis	409 Main St	Kerrville	TX	78028	(830) 459-4797
Smart Taxes LLC	Brandy	Armstrong	612 East Lantrip Street	Kilgore	TX	75662	(903) 736-1674

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Abwaller LLC	Anthony	Waller	2804 S W S Young Dr	Killeen	TX	76542	(254) 449-2542
Abwaller LLC	Anthony	Waller	902 W Rancier Ave	Killeen	TX	76541	(254) 449-2542
Delta RF LLC	Maria	Fuguet	1309 Kingwood Dr	Kingwood	TX	77339	(832) 755-6908
Joe Ferrill and Annie Foss	Joe	Ferrill	21511 I H 35	Kyle	TX	78640	(210) 861-4648
Jennifer Berger	Jennifer	Berger	1004 S Broadway St	La Porte	TX	77571	(832) 985-2288
Southwest Texas Tax Service	Jean-Francois	Meyrat	5918 McPherson Rd	Laredo	TX	78041	(832) 275-5727
Southwest Texas Tax Service	Jean-Francois	Meyrat	1102 N Meadow Ave	Laredo	TX	78040	(832) 275-5727
Southwest Texas Tax Service	Jean-Francois	Meyrat	2316 S Zapata Hwy	Laredo	TX	78046	(832) 275-5727
Stephanie Truax	Stephanie	Truax	2325 S Stemmons Freeway	Lewisville	TX	75067	(469) 559-3899
Salai T. Hnin	Salai	Hnin	1288 W Main St	Lewisville	TX	75067	(214) 886-4859
Salai T. Hnin	Salai	Hnin	1955 S State Hwy 121	Lewisville	TX	75067	(214) 886-4859
Kailee Hart	Kailee	Hart	512 W Church St.	Livingston	TX	77351	(979) 450-5317
JJR&R1 Inc.	Justin	Voigt	1308 S Colorado	Lockhart	TX	78644	(512) 304-5510
Smart Taxes LLC	Brandy	Armstrong	1201 E Marshall Ave	Longview	TX	75601	(903) 736-1674

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Smart Taxes LLC	Brandy	Armstrong	408 E Loop 281	Longview	TX	75605	(903) 736-1674
Smart Taxes LLC	Brandy	Armstrong	2169 Gilmer Rd	Longview	TX	75604	(903) 736-1674
Dennis Pryor	Dennis	Pryor	306 S Timberland Dr	Lufkin	TX	75901	(409) 382-7775
Williams Capital Management Inc	Justin	Williams	685 S Main St	Lumberton	TX	77657	(317) 965-2202
Smart Taxes LLC	Brandy	Armstrong	1000 E Grand Ave	Marshall	TX	75670	(903) 736-1674
Guadalupe Mauricio	Guadalupe	Mauricio	1802 N 10th St	McAllen	TX	78501	(956) 330-1424
Curtis Lucky	Curtis	Lucky	400 N Central Expy	McKinney	TX	75070	(214) 208-4255
Waqar A. Khan	Waqar	Khan	2029 Town East Blvd	Mesquite	TX	75150	(408) 509-9242
Yvonne Sosa	Yvonne	Sosa	1000 N Midkiff Rd	Midland	TX	79701	(432) 634-1558
Yvonne Sosa	Yvonne	Sosa	2208 N Big Spring	Midland	TX	79705	(432) 634-1558
PTS of the RGV LLC	Guadalupe	Mauricio	2403 E Griffin Pkwy	Mission	TX	78572	(956) 330-1424
Dennis Pryor	Dennis	Pryor	3500 North St	Nacogdoches	TX	75965	(409) 382-7775
Lily's Tax Service LLC	Lillian	Hillman	880 S Business 35	New Braunfels	TX	78130	(210) 289-8484
Sana Meghani	Sana	Meghani	7299 Glenview Dr	North Richland Hills	TX	76180	(512) 552-5252
Sandra Hernandez	Sandra	Hernandez	1518 E 8th St	Odessa	TX	79761	(432) 556-7766

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Randall Vayon	Randall	Vayon	9 Strickland Dr	Orange	TX	77630	(409) 454-4702
Robert Metzger and James Metzger	James	Metzger	1702 Lamar Ave	Paris	TX	75460	(903) 517-4721
S&R Services LLC	Rajesh	Sapkota	3564 Spencer Highway	Pasadena	TX	77504	(281) 673-7802
Alejandro Lucio and Jose Lucio	Alejandro	Lucio	2129 Red Bluff Rd	Pasadena	TX	77506	(713) 201-0478
Sienna Financial Services LLC	Craig	Bryant	7113 Broadway St	Pearland	TX	77581	(631) 245-1283
Sienna Financial Services LLC	Craig	Bryant	12280 Broadway Street	Pearland	TX	77584	(631) 245-1283
Donna A. Thomas	Donna	Thomas	401 West Pecan Street	Pflugerville	TX	78660	(512) 563-1782
Deetz Global Inc.	Andrew	Deetz	2450 K Ave	Plano	TX	75074	(214) 808-1205
Deetz Global Inc.	Andrew	Deetz	2100 14th St	Plano	TX	75074	(214) 808-1205
First Pitch LLC	J. Scott	Kirk	4833 River Oaks Boulevard	River Oaks	TX	76114	(817) 781-5247
Nancy Tran	Nancy	Tran	5042 Ave H	Rosenberg	TX	77471	(832) 704-8425
Donna A. Thomas	Donna	Thomas	1800 N Mays	Round Rock	TX	78664	(512) 563-1782
Tye Brooks	Tye	Brooks	2222 Sherwood Way	San Angelo	TX	76901	(325) 665-9018
Tye Brooks	Tye	Brooks	2153 S Bryant Blvd	San Angelo	TX	76903	(325) 665-9018
Aguilar Aguilar Aguilar-Atencio & Atencio	Sofia	Aguilar	3138 SE Military Dr	San Antonio	TX	78223	(210) 365-3636

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Aguilar Aguilar Aguilar-Atencio & Atencio	Sofia	Aguilar	10203 Culebra Rd	San Antonio	TX	78251	(210) 365-3636
Aguilar Aguilar Aguilar-Atencio & Atencio	Sofia	Aguilar	235 SW Military Dr	San Antonio	TX	78221	(210) 365-3636
Galaxy Tax Services LLC	Amin	Mohammad	1002 S WW White Rd	San Antonio	TX	78220	(210) 528-0584
Micaela A. Saenz	Micaela	Saenz	5210 S Zarzamora	San Antonio	TX	78211	(210) 355-3267
Micaela A. Saenz	Micaela	Saenz	2303 SW Military Dr	San Antonio	TX	78224	(210) 355-3267
Micaela A. Saenz	Micaela	Saenz	5839 Babcock Rd	San Antonio	TX	78240	(210) 355-3267
Micaela A. Saenz*	Micaela	Saenz	TBD	San Antonio	TX	TBD	(210) 355-3267
Kaur Enterprises LLC	Tania	Kaur	5999 DeZavala Rd	San Antonio	TX	78249	(210) 501-6190
Clifford Conkelton	Cliff	Conkelton	16256 Hwy 281 N	San Antonio	TX	78232	(210) 834-8185
Sofia Aguilar	Sofia	Aguilar	1401 Bandera Rd	San Antonio	TX	78228	(210) 365-3636
Sofia Aguilar	Sofia	Aguilar	135 Old Hwy 90 W	San Antonio	TX	78237	(210) 365-3636
Sofia Aguilar	Sofia	Aguilar	1510 N Zarzamora St	San Antonio	TX	78207	(210) 365-3636
Sofia Aguilar	Sofia	Aguilar	10919 Culebra Rd	San Antonio	TX	78254	(210) 365-3636
DA Wright Enterprises LLC	David	Wright	13900 Nacogdoches Rd	San Antonio	TX	78217	(210) 867-9111
Aria Tax LLC	Amin	Charania	7120 W Military Dr	San Antonio	TX	78227	(785) 845-6643



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Aria Tax LLC	Amin	Charania	8725 Marbach Rd	San Antonio	TX	78227	(785) 845-6643
Joe Ferrill and Annie Foss	Joe	Ferrill	3655 Fredericksburg Road	San Antonio	TX	78201	(210) 861-4648
J&S Tax Solutions LLC	Jose	Vallejo	2241 Lockhill Selma Rd	San Antonio	TX	78230	(210) 618-8631
J&S Tax Solutions LLC	Jose	Vallejo	6900 San Pedro Ave	San Antonio	TX	78216	(210) 618-8631
J&S Tax Solutions LLC	Jose	Vallejo	TBD	San Antonio	TX	TBD	(210) 618-8631
Sivonney Molina	Sivonney	Molina	3030 Thousand Oaks Dr	San Antonio	TX	78247	(361) 389-1500
Galaxy Tax Services LLC *	Amin	Mohammad	TBD	San Antonio	TX	TBD	(210) 528-0584
Sofia Aguilar *	Sofia	Aguilar	TBD	San Antonio	TX	TBD	(210) 365-3636
Sofia Aguilar *	Sofia	Aguilar	TBD	San Antonio	TX	TBD	(210) 365-3636
Joe Ferrill and Annie Foss	Joe	Ferrill	1504 Aquarena Springs Dr	San Marcos	TX	78666	(210) 861-4648
Lily's Tax Service LLC	Lillian	Hillman	124 Schertz Pkwy	Schertz	TX	78154	(210) 289-8484
Fais II Incorporated	Pamela	Faison	6051 FM 3009	Schertz	TX	78154	(210) 870-6895
Lily's Tax Service LLC	Lillian	Hillman	1500 E Court St	Seguin	TX	78155	(210) 289-8484
MOBJOB Investments Ltd	Michael	OBrien	21121 Kuykendahl Rd	Spring	TX	77379	(281) 362-8572
Joseph Nwegbu	Joseph	Nwegbu	504 FM 1092 Road	Stafford	TX	77477	(832) 675-1138

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Lisa Comeau	Lisa	Comeau	1108 W Adams Ave	Temple	TX	76501	(254) 346-4627
Margarita Garza	Margarita	Garza	313 E Moore Ave	Terrell	TX	75160	(469) 336-0482
Mark Hawkins and Christal Hawkins	Mark	Hawkins	3809 N State Line Ave	Texarkanna	TX	75503	(903) 908-5970
LKY Services LLC	Xiao Kun	Chen	28048 Tomball Pkwy	Tomball	TX	77375	(832) 526-9851
CTS Tax Services LLC	Teri	Rogers	1731 S Beckham	Tyler	TX	75701	(903) 286-2406
CTS Tax Services LLC	Teri	Rogers	6004 S Broadway Ave Suite 302	Tyler	TX	75703	(903) 286-2406
CTS Tax Services LLC	Teri	Rogers	1625 W Gentry Parkway	Tyler	TX	75702	(903) 286-2406
Fais II Incorporated	Pamela	Faison	1825 Pat Booker Road	Universal City	TX	78148	(210) 870-6895
Eulalio Diaz Jr	Eulalio	Diaz	121 W Main St	Uvalde	TX	78801	(830) 591-6900
Williams Capital Management Inc	Justin	Williams	1314 N Main St	Vidor	TX	77662	(317) 965-2202
Abwaller LLC	Anthony	Waller	612 N New Rd	Waco	TX	76710	(254) 449-2542
KeleQu Ventures LLC	Irma	Rodriguez	310 Water Street	Waxahachie	TX	75165	(214) 669-7620
First Pitch LLC	J. Scott	Kirk	308 S Main St	Weatherford	TX	76086	(817) 781-5247
Gwenda LaCroix	Gwenda	LaCroix	15618 Hwy 3	Webster	TX	77598	(281) 381-0729
Javier Solis	Javier	Solis	1025 N Texas Blvd	Weslaco	TX	78596	(956) 800-8468

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Demitrius Williams	Demitrius	Williams	1716 9th Street	Wichita Falls	TX	76301	(940) 782-7106
Deetz Global Inc.	Andrew	Deetz	620 N Hwy 78	Wylie	TX	75098	(214) 808-1205
Dale Smith	Dale	Smith	180 N 3400 W	Hurricane	UT	84737	(435) 680-3050
Jack McDonnell	Jack	McDonnell	130 N Fairfield Rd	Layton	UT	84041	(801) 661-4688
M & N Solutions Inc.	Norman	Hanson	4901 S State St	Murray	UT	84107	(801) 243-5262
Jack McDonnell	Jack	McDonnell	2927 Washington Blvd	Ogden	UT	84401	(801) 661-4688
Greg Moser	Greg	Moser	148 S State St	Orem	UT	84058	(801) 376-9897
Jack McDonnell	Jack	McDonnell	5697 S 1900 W	Roy	UT	84067	(801) 661-4688
Universal Interpreters Inc.	Jason	Broschinsky	112 North 900 West	Salt Lake City	UT	84116	(801) 573-6060
Universal Interpreters Inc.*	Jason	Broschinsky	TBD	Salt Lake City	UT	TBD	(801) 573-6060
M & N Solutions Inc.	Norman	Hanson	747 E 3300 S	Salt Lake City	UT	84106	(801) 243-5262
Jack McDonnell	Jack	McDonnell	8388 S 700 E	Sandy	UT	84070	(801) 661-4688
Dale Smith	Dale	Smith	520 W Telegraph	Washington	UT	84780	(435) 680-3050
Jack McDonnell	Jack	McDonnell	1572 W 7800 S	West Jordan	UT	84088	(801) 661-4688
Universal Interpreters Inc.	Jason	Broschinsky	4083 S Redwood Rd	West Valley City	UT	84123	(801) 573-6060

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RTA Real Estate Investments LLC	Tony	Anderson	3071 South 5600 West	West Valley City	UT	84120	(801) 554-3933
RTA Real Estate Investments LLC	Tony	Anderson	3622 West 3500 South	West Valley City	UT	84120	(801) 554-3933
Darryl Pryor	Darryl	Pryor	6801 Richmond Hwy	Alexandria	VA	22306	(703) 655-6895
Joyce Jordan	Joyce	Jordan	4010 Maury Pl	Alexandria	VA	22309	(703) 655-2910
Leverage Point LLC	James	Houston	9312 Old Keene Mill Rd	Burke	VA	22015	(540) 449-8449
Shandreeka Blount	Shandreeka	Blount	1157 S Military Hwy	Chesapeake	VA	23320	(757) 406-3727
Golden Dunes Tax Service Inc	Patricia	Griswold	2219 Boulevard	Colonial Heights	VA	23834	(804) 928-2651
G and G Associates LLC	Bill	Glenz	500 Meadowbrook Shopping Ctr	Culpeper	VA	22701	(540) 439-3797
Mazin Inc.	Carolyn	Grace	617 Piney Forest Rd	Danville	VA	24540	(434) 728-3102
Mazin Inc.	Carolyn	Grace	2420 Riverside Dr	Danville	VA	24541	(434) 728-3102
Karen Redding LLC	Karen	Redding	3801 Plank Rd	Fredericksburg	VA	22407	(540) 273-0958
Courthouse Tax & Financial Services LLC	Naomi	Avery	10908 Courthouse Rd	Fredericksburg	VA	22408	(858) 357-3912
Randall White	Randall	White	2153 Cunningham Drive	Hampton	VA	23666	(757) 292-7051
Patricia Meadows	Patricia	Meadows	24 Towne Centre Way	Hampton	VA	23666	(757) 870-6938

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Darran Johnson	Darran	Johnson	115 A S Carlton St	Harrisonburg	VA	22801	(434) 441-7798
POVO Corporation	Packy	Poon	1020 Elden St	Herndon	VA	20170	(301) 266-5743
Golden Dunes Tax Service Inc	Patricia	Griswold	3510 Oaklawn Blvd	Hopewell	VA	23860	(804) 928-2651
Brian Scott	Brian	Scott	1093 Edwards Ferry Rd	Leesburg	VA	20176	(703) 728-9820
Main Street Tax LLC	N. Travis	Clark	134 W Main St	Luray	VA	22835	(540) 742-9384
Bobby Jay Spencer	Bobby	Spencer	2912 Memorial Ave	Lynchburg	VA	24501	(434) 426-8656
David Sillaman	David	Sillaman	7825 Sudley Rd	Manassas	VA	20109	(540) 272-3756
Thomas Jarosick	Thomas	Jarosick	121 Pendleton St	Marion	VA	24354	(814) 242-2609
Precise Taxes Inc	Juliette	Sykes	10641 Hull Street Rd	Midlothian	VA	23112	(804) 513-2990
American Tax Services Inc.	Arthur	Guarino	15525 Warwick Blvd	Newport News	VA	23608	(757) 369-9321
American Tax Services Inc.	Arthur	Guarino	13678 Warwick Blvd	Newport News	VA	23602	(757) 369-9321
Tommy C. Crisler	Tommy	Crisler	6139 Jefferson Ave	Newport News	VA	23605	(757) 344-5691
Audrey L. McIntyre	Audrey	McIntyre	501 E Brambleton Ave E	Norfolk	VA	23510	(757) 892-9115
Shawn Vadnais	Shawn	Vadnais	139 W Little Creek Rd	Norfolk	VA	23505	(757) 376-6853
Patricia Meadows	Patricia	Meadows	2795 S Crater Rd	Petersburg	VA	23805	(757) 870-6938

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Donna Mitchell-Mayo	Donna	Mitchell-Mayo	3930 George Washington Hwy	Portsmouth	VA	23702	(757) 319-5242
Donna Mitchell-Mayo	Donna	Mitchell-Mayo	4091 Portsmouth Blvd	Portsmouth	VA	23701	(757) 319-5242
Sapphire Tax Services LLC	Erin	Keenan	2090 Anderson Hwy	Powhatan	VA	23139	(804) 514-1499
Sapphire Tax Services LLC*	Erin	Keenan	TBD	Richmond	VA	TBD	(804) 514-1499
Brian Johnson and Mona Johnson	Brian	Johnson	1225 N Laburnum Ave	Richmond	VA	23223	(804) 614-7844
Brian Johnson and Mona Johnson	Brian	Johnson	4712 Jefferson Davis Hwy	Richmond	VA	23234	(804) 614-7844
Darran Johnson	Darran	Johnson	6856 Midlothian Tpke	Richmond	VA	23225	(434) 441-7798
Stella Carpenter	Stella	Carpenter	1701 Williamson Rd NE	Roanoke	VA	24012	(540) 520-2800
Stella Carpenter	Stella	Carpenter	3223 Cove Rd NW	Roanoke	VA	24017	(540) 520-2800
Stella Carpenter	Stella	Carpenter	5301 B Williamson Rd	Roanoke	VA	24012	(540) 520-2800
Pamela D. Russell	Pamela	Russell	663 Peters Creek Rd NW	Roanoke	VA	24017	(540) 793-1156
Whitney A. Justice	Whitney	Justice	3730 Franklin Rd	Roanoke	VA	24014	(540) 529-2777
Darran Johnson	Darran	Johnson	703 9th St SE	Roanoke	VA	24013	(434) 441-7798
LeeAnn Gerst	LeeAnn	Gerst	422 Furr St	South Hill	VA	23970	(434) 755-5287
Jarrett Gold	Jarrett	Gold	1155 Richmond Ave	Staunton	VA	24401	(540) 471-4653

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Shoshana Eletu	Shoshana	Eletu	376 Fairfax Pike	Stephens City	VA	22655	(540) 327-0093
Brian Scott	Brian	Scott	34 Pidgeon Hill Dr	Sterling	VA	20165	(703) 728-9820
Barto Ventures II LLC	Brian	Barto	784 Shopping Center Road	Strasburg	VA	22657	(540) 931-3866
Randall White	Randall	White	1208 N Main St	Suffolk	VA	23434	(757) 292-7051
Margaret Taylor	Margaret	Taylor	1615 General Booth Blvd	Virginia Beach	VA	23454	(757) 641-0155
Donna Mitchell-Mayo	Donna	Mitchell-Mayo	1115 Independence Blvd	Virginia Beach	VA	23455	(757) 319-5242
Donna Mitchell-Mayo	Donna	Mitchell-Mayo	1105 Newtown Rd	Virginia Beach	VA	23502	(757) 319-5242
Donna Mitchell-Mayo	Donna	Mitchell-Mayo	5020 Ferrell Pkwy	Virginia Beach	VA	23464	(757) 319-5242
Susan B. Wallace	Susan	Wallace	3800 Holland Rd	Virginia Beach	VA	23452	(757) 513-4213
Susanna M. Muller	Susanna	Muller	6672 Indian River Rd	Virginia Beach	VA	23464	(757) 214-7938
Jarrett Gold	Jarrett	Gold	250 N Poplar Ave	Waynesboro	VA	22980	(540) 471-4653
Barto Ventures II LLC	Brian	Barto	30 Weems Ln	Winchester	VA	22601	(540) 931-3866
Stephanie Lane	Stephanie	Lane	3124 PS Business Center Dr	Woodbridge	VA	22192	(703) 586-7257
Markios Accounting & Tax Service LLC	Michael	Malone	14828 Build America Drive	Woodbridge	VA	22191	(703) 473-0219
Shoshana Eletu	Shoshana	Eletu	345 W Reservoir	Woodstock	VA	22664	(540) 327-0093

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
American Tax Services Inc.	Arthur	Guarino	1215 Geo Wash Mem Hwy	Yorktown	VA	23693	(757) 369-9321
Christopher J. Cristiano	Christopher	Cristiano	972 Putney Rd	Brattleboro	VT	05301	(603) 674-6621
Mark Cassler and Benjamin Schott	Mark	Cassler	1197 Williston Rd	South Burlington	VT	05403	(802) 578-8614
Christopher C. McCracken	Christopher	McCracken	406 E Wishkah St	Aberdeen	WA	98520	(360) 481-7577
Pacific Tax Services Inc.	Jonathon	Meyer	1701 Birchwood Ave	Bellingham	WA	98225	(360) 296-6457
Pluto Rising Inc.	Krista	Salmon	20631 Bothell Everett Hwy	Bothell	WA	98012	(425) 356-7893
Valsaint Group Inc.	Edith	Valsaint	125 SW 148th St	Burien	WA	98166	(206) 786-5269
Christopher C. McCracken	Christopher	McCracken	500 W Main St	Centralia	WA	98531	(360) 481-7577
Manuel Damian-Caballero	Manuel	Damian-Caballero	21849 Marine View Dr S	Des Moines	WA	98198	(206) 403-3954
Lightship Group Corp	Lars	Pak	1519 132nd St SE	Everett	WA	98208	(206) 769-5125
Mathis Financial Group Inc.	Jennifer	Mathis	33509 Pacific Hwy S	Federal Way	WA	98003	(253) 209-4268
Christopher C. McCracken	Christopher	McCracken	3101 Simpson Ave	Hoquiam	WA	98550	(360) 481-7577
Sandra Compher	Sandra	Compher	6855 W Clearwater Ave	Kennewick	WA	99336	(541) 821-6634
Christopher C. McCracken	Christopher	McCracken	4909 Lacey Blvd SE	Lacey	WA	98503	(360) 481-7577
Sandra Compher	Sandra	Compher	965 15th Ave	Longview	WA	98632	(541) 821-6634



Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Whipple Services Inc.	Alan	Whipple	3611 196th St SW	Lynnwood	WA	98036	(425) 530-2094
Pacific Tax Services Inc.	Jonathon	Meyer	425 E College Way	Mt Vernon	WA	98273	(360) 296-6457
Sandra Compher	Sandra	Compher	2211 W Court St	Pasco	WA	99301	(541) 821-6634
Sandra Compher	Sandra	Compher	1381 George Washington Way	Richland	WA	99354	(541) 821-6634
Manuel Damian-Caballero	Manuel	Damian-Caballero	12012 Des Moines Memorial Dr	Seattle	WA	98168	(206) 403-3954
Spokane Expansion LLC *	Mark	Mahaffey	TBD	Spokane	WA	TBD	(509) 464-9161
Spokane Expansion LLC	Mark	Mahaffey	2309 N Division	Spokane	WA	99207	(509) 464-9161
Spokane Expansion LLC	Mark	Mahaffey	1333 W Francis Ave	Spokane	WA	99205	(509) 464-9161
Spokane Expansion LLC	Mark	Mahaffey	6230 N Pittsburg St	Spokane	WA	99208	(509) 464-9161
Spokane Expansion LLC	Mark	Mahaffey	10115 N Newport Hwy	Spokane	WA	99218	(509) 464-9161
David Myers and Barbara Myers	David	Myers	2302 N Argonne Rd	Spokane Valley	WA	99212	(801) 916-0887
Spokane Expansion LLC	Mark	Mahaffey	11916 E Sprague Ave	Spokane Valley	WA	99206	(509) 464-9161
Jeffrey A. Musall	Jeffrey	Musall	10411 NE Fourth Plain Blvd	Vancouver	WA	98662	(971) 732-0177
All That is Certain LLC	Lisa	Willi	1033 W Northland Ave	Appleton	WI	54914	(920) 655-7903
Haase Financial Services LLC	Steven	Haase	2030 E Mason St	Green Bay	WI	54302	(920) 264-7330

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
All That is Certain LLC	Lisa	Willi	609 South Military Ave	Green Bay	WI	54303	(920) 655-7903
A New Endeavor LLC	Angie	Curtis	5307 S 108th St	Hales Corners	WI	53130	(414) 807-8849
81012XX18 LLC	Julie	Strunz	205 Center Ave	Janesville	WI	53548	(608) 201-0918
Gurmeet S. Chawla	Gurmeet S	Chawla	2212 Martin Luther King Dr	Milwaukee	WI	53212	(262) 957-6777
Gurmeet S. Chawla	Gurmeet S	Chawla	2903 N Holton Ave	Milwaukee	WI	53212	(262) 957-6777
Transcend Financial Service LLC	Tammy	Bush	3181 S 27th St	Milwaukee	WI	53215	(414) 405-0800
Mehar Enterprise Inc	Gurmeet	Chawla	1336 S Cesar E Chavez Dr	Milwaukee	WI	53204	(262) 957-6777
Ghassan Jaber	Ghassan	Jaber	6835 W Brown Deer Rd	Milwaukee	WI	53223	(414) 760-8911
Ghassan Jaber	Ghassan	Jaber	6470 N 76th St	Milwaukee	WI	53223	(414) 760-8911
WA Group Inc	Edward	Wilkins	1504 State St	Racine	WI	53404	(708) 636-1904
Frank Tereschak	Frank	Tereschak	1355 S West Ave	Waukesha	WI	53186	(414) 465-8373
TS Financials LLC	Samuel	Rennert	2361 W Washington St	West Bend	WI	53095	(414) 801-9591
BMWWilson LLC	Michelle	Wilson	937 W Main St	Bridgeport	WV	26330	(304) 629-4917
Barto Ventures II LLC	Brian	Barto	82 Somerset Blvd	Charles Town	WV	25414	(540) 931-3866
Depot Tax Services LLC	Tim	Willard	601 Delaware Ave	Charleston	WV	25302	(304) 552-8148

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
BMW Wilson LLC	Michelle	Wilson	440 West Pike St	Clarksburg	WV	26301	(304) 629-4917
Kimberly Pozzi	Kimberly	Pozzi	15 Main Street	Clendenin	WV	25045	(304) 377-5057
BMW Wilson LLC	Michelle	Wilson	301 Davis Ave	Elkins	WV	26241	(304) 629-4917
Suzanne Price *	Suzanne	Price	TBD	Fairmont	WV	TBD	(304) 783-5517
Suzanne Price	Suzanne	Price	911 Country Club Rd	Fairmont	WV	26554	(304) 783-5517
Mark Cunningham	Mark A.	Cunningham	161 Carpenter Dr	Lewisburg	WV	24901	(304) 661-3488
Barto Ventures II LLC	Brian	Barto	1205 B N Queen St	Martinsburg	WV	25404	(540) 931-3866
Mary L. Sparks	Mary	Sparks	173 Mate St	Matewan	WV	25678	(606) 474-4295
Oakshaw LLC	Dustin	Martz	753 Chestnut Ridge Rd	Morgantown	WV	26505	(304) 685-8637
Oakshaw LLC	Dustin	Martz	753 Chestnut Ridge Rd	Morgantown	WV	26505	(304) 685-8637
Dawn Minor	Dawn	Minor	211 Lafayette Ave	Moundsville	WV	26041	(740) 298-2147
A Plus Tax Service LLC	Pamela	Wilson	127 Brick St	Princeton	WV	24740	(304) 960-9764
Depot Tax Services LLC	Tim	Willard	316 B St	St Albans	WV	25177	(304) 552-8148
Alison Holland	Alison	Holland	508 Grand Central Ave	Vienna	WV	26105	(740) 516-1684
Mark Cunningham	Mark A.	Cunningham	639 Main W	White Sulphur Springs	WV	24986	(304) 661-3488
Eagle Ops Inc	Kort	Kinstler	420 Central Ave	Cheyenne	WY	82007	(307) 421-5995

Entity Name	Owner First Name	Owner Last Name	Office Address	Office City	Office State	Office Zip	Phone Number
Eagle Ops Inc	Kort	Kinstler	505 E Pershing Blvd	Cheyenne	WY	82001	(307) 421-5995
KMC Taxes LLC	Kristi-Jo	Sherman	1211 S Douglas Hwy	Gillette	WY	82716	(307) 670-2367
Elizabeth J. Connally	Elizabeth	Connally	324 E Washington Ave	Riverton	WY	82501	(307) 851-2844

\*Denotes franchisees who have signed a Franchise Agreement with us as of December 31, 2023 for a particular territory but had not yet opened a Liberty Tax Office in that territory as of December 31, 2023.

\*\* Denotes franchisees who have signed a License Agreement with us as of December 31, 2023 for a particular territory but had not yet opened a Liberty Tax Office in that territory as of December 31, 2023.

**EXHIBIT G-2****FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELLED,  
NOT RENEWED OR OTHERWISE CEASED TO DO BUSINESS**

December 31, 2022 through December 31, 2023

\*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. 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.

Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
AKBS LLC	Cheryl LaBrie	Anchorage	AK	(907) 268-8912
A5 Inc.	Jack Williams	Palmer	AK	(907) 350-4119
Perfect Circle Incorporated	Rhonda Hughes	Wasilla	AK	(907) 631-1216
Foy Financial Inc	William Foy	Enterprise	AL	(334) 494-4663
Duldul Inc.*	Shazia Rajpari	Hoover	AL	(205) 243-1987
Reginald Dale, Twaleetar Dale and Jada Dale	Reginald Dale	Madison	AL	(256) 617-1045
David J. Sanders	David J. Sanders	Seale	AL	(706) 464-1509
Brewer Tax Service LLC*	Ted Brewer	Ft. Smith	AR	(307) 660-0499
Laura Ihrman	Laura Ihrman	Cottonwood	AZ	(928) 301-1192
M&J Management LLC*	Jigar Bhakta	Gilbert	AZ	(480) 593-2025
JAM Financial Services LLC*	Jigar Bhakta	Gilbert	AZ	(480) 593-2025
Hassan Bagherrian	Hassan Bagherrian	Oro Valley	AZ	(520) 334-9755
MCK Tax Service LLC	Mitchell Kendrick	Tucson	AZ	(520) 310-4301
SCB LLC	Sean Bowen	Tucson	AZ	(520) 784-1131
BBR Services LLC	Bibek Panday Kshetri	Chula Vista	CA	(510) 387-5535
Chandra P. Singh	Chandra Singh	Elk Grove	CA	(916) 718-8573
NKB Enterprises LLC	Jastina Grewal Bhalla	Fallbrook	CA	(805) 206-8998
Caroline Aldecoa	Caroline Aldecoa	Fresno	CA	(559) 269-3660
Ambar Dominguez	Ambar Dominguez	Garden Grove	CA	(323) 697-9644
Kulbir Heer Inc.*	Kulbir Heer	Hayward	CA	(510) 378-1040
M 4 Consulting LLC	Martin Garcia	La Puente	CA	(626) 589-5400
Karen E. Miranda	Karen Miranda	Long Beach	CA	(562) 413-2155
Renee Mancuso*	Renee Mancuso	Los Angeles	CA	(323) 459-4442
Pamela Brooks	Pamela Brooks	Moreno Valley	CA	(951) 427-8747
Monique Parish	Monique Parish	Moreno Valley	CA	(951) 956-0523
Jinesh Talsania	Jinesh Talsania	Pomona	CA	(909) 539-7610
LTS Entrepreneurs LLC	Sumant Parikh	Poway	CA	(858) 776-1536
Donnie Harris*	Donnie Harris	Riverside	CA	(951) 536-3095
Oscar Venture and Miriam Sanchez	Oscar Ventura	Santa Ana	CA	(714) 745-7487

Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
Saad Sultan*	Saad Sultan	Stockton	CA	(347-773-8899
Erikah Henley*	Erikah Henley	Suisun City	CA	(415) 361-8588
Toni Rae Caraker	Toni Rae Caraker	Tehachapi	CA	(661) 428-3601
Jason Anderson*	Jason Anderson	Valencia	CA	(920) 858-0614
Don Kim	Don Kim	Victorville	CA	(310) 882-8198
Blevins and Associates	Robert Blevins	Winchester	CA	(909) 292-7959
Janice Salapich	Janice Salapich	Aguilar	CO	(210) 317-7601
Michael Merit	Michael Merit	Aurora	CO	(720) 288-6620
Nathaniel Haney	Nathaniel Haney	Castle Rock	CO	(303) 918-6510
WD Taxes LLC	William Doyle	Colorado Springs	CO	(757) 372-2313
Seaque Wealth Management Inc.	Caryn Quinkert	Lakewood	CO	(303) 915-1945
V&A Tax Service LLC*		Hartford	CT	(860) 948-0736
American Tax LLC	David Alvaranga	Washington	DC	(202) 494-3831
SEJ Financials LLC*	Shelby Jones	Middletown	DE	(302) 563-1090
United Force Investment Group LLC	Lucrecia Garcia	Fort Myers	FL	(786) 230-4372
Israel Lopez	Israel Lopez	Fort Pierce	FL	(786) 380-2377
Sirius Business LLC	Cedric Richardson	Hollywood	FL	(954) 394-1584
Genesis Ventures Taxes Inc	Larry Goodwin	Jacksonville	FL	(832) 418-1283
Palm Beach Financial Specialists Inc.	Sam Pirapakaran	Jupiter	FL	(561) 313-9417
Brandon Brantley*	Brandon Brantley	Kissimmee	FL	(850) 212-5151
My Business Group LLC	Michael Morrell	Lakeland	FL	(330) 807-9078
My Services Florida LLC	Michael Morrell	Lakeland	FL	(330) 807-9078
Gary Garland	Gary Garland	Ormond Beach	FL	(904) 451-1034
Stanley Jean	Stanley Jean	Palm Springs	FL	(561) 633-0511
Mark Singh	Mark Singh	Pompano Beach	FL	(954) 232-9805
Source One Accounting Services LLC	Orlando Ottaviani	Port Charlotte	FL	(941) 276-7122
Tracy A. Hayes and Jennifer Hayes*	Tracy Hayes	St. Augustine	FL	(904) 599-3730
Brian Mitchell and Valerie Mitchell	Brian Mitchell	Tamarac	FL	(301) 613-3964
ANJ Investments Inc	Manisha Jaiswal	Albany	GA	(404) 992-4637
Sans Pareil Inc.	Shermin Jasani	Atlanta	GA	(678) 571-7558
Sans Pareil Inc	Shermin Jasani	Atlanta	GA	(678) 571-7558
Garrett Atz	Garrett Atz	Cumming	GA	(770) 364-6761
Covington Taxes LLC	Firoz Ali	Duluth	GA	(404) 668-7245
GA Tax and Book Keeping Inc.*	Danette Thompson	Loganville	GA	(404) 867-9105

Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
Niharika Jiwani	Niharika Jiwani	Marietta	GA	(718) 310-9876
Edward Stock*	Edward Stock	Oxford	GA	(770) 895-4269
KJB Group LLC	Jimmy Bennett	Valdosta	GA	(229) 548-1475
TK Financial LLC	Thomas Kelley	Fairfield	IA	(319) 217-2538
TM Tax Services LLC*	Tereena Barnes	Rigby	ID	(208) 569-1941
Urmish Patel	Urmish Patel	Addison	IL	(630) 673-3143
Eric Ge	Eric Ge	Rockford	IL	(815) 540-2496
Kazem Tabatabai	Kazem Tabatabai	Carmel	IN	(317) 956-9917
Marchizza Tax LLC	Felicia Bowden	Haubstadt	IN	(812) 664-2665
Tamera Carrier and Shelia M. Greer	Tammy Carrier	Indianapolis	IN	(317) 753-1958
KC Tax Services LLC	Zabbir Pirani	Overland Park	KS	(816) 616-9172
Sean Galvin*	Sean Galvin	Covington	LA	(985) 807-3502
Philip Jeanfreau*	Philip Jeanfreau	Lacombe	LA	(985) 900-4220
Andrew Smith	Andrew Smith	Natchitoches	LA	(318) 780-8953
5 Stages Business Services LLC	Dawn Porthouse	Bellingham	MA	(508) 816-1453
Ariana Murrell	Ariana Murrell	Lynn	MA	(781) 696-5116
Jain Inc.*		Shrewsbury	MA	(508) 615-9560
Lib Er Dee LLC	Eric Zimmerman	Brooklyn Park	MD	(410) 868-6155
Joshua Biven*	Joshua Biven	Queenstown	MD	(443) 994-9667
Elite Tax Services LLC	Tara May	Williamsport	MD	(304) 279-8944
Ryan Case	Ryan Case	Detroit	MI	(313) 605-4570
Hampton Ventures Incorporated	Susan Hampton	Farmington Hills	MI	(734) 718-8106
LAJ-1 Inc.*	James Reeves	Fraser	MI	(248) 561-2872
Millennium Jewellers Enterprises Inc.*	Amin Shah	Grand Blanc	MI	(810) 874-9081
Ypsilanti Tax Service Inc.*	Timothy Jackson	Willis	MI	(734) 635-8649
Michael Van Houtan	Michael Van Houtan	Champlin	MN	(612) 616-2640
John G. Peterson*	John Peterson	Oakdale	MN	(651) 269-3790
Copperline Investments LLC*	Gregory Johnson	Parkville	MO	(816) 896-7832
Todd Marion	Todd Marion	Brandon	MS	(662) 770-0375
Cohill's & Associates LLC	Daniel Cohill	Carthage	MS	(601) 862-8505
Kimberly Butler	Kimberly Butler	Hattiesburg	MS	(601) 329-1874
Spartan Marketing Inc	David Schuck	High Point	NC	(336) 404-7871
Deric Felts and Natalie Felts*	Deric Felts	Kannapolis	NC	(980) 334-1394
KKKI Inc.*	Eric Toney	Knightdale	NC	(919) 618-1295
NC Tax Services LLC	Rabindra Karki	Morrisville	NC	(919) 539-9954
Suresh Acharya	Suresh Acharya	Morrisville	NC	(919) 903-5654

Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
Legacy Tax Pros Inc.*	Christopher Fenster	Bismarck	ND	(701) 204-5921
Western Stars and Stripes Inc.	Andrea Bonness	Mandan	ND	(701) 333-9082
Michelle Neill Tange*	Michelle Neill Tange	Albuquerque	NM	(505) 340-2755
Maria Elizabeth Lozano-Arviso	Maria Lozano-Arviso	Espanola	NM	(505) 603-1060
Richard Aguilar and Javier Lerma	Richard Aguilar	Las Cruces	NM	(575) 680-6331
Debra Aguayo*	Debra Aguayo	Henderson	NV	(425) 750-5474
Red Lock LLC*	David Winiarczyk	Las Vegas	NV	(702) 592-5131
Emily Tuvera*	Emily Tuvera	Las Vegas	NV	(702) 481-0111
Veronica Manzo	Veronica Manzo	Reno	NV	(775) 378-9853
A & E Tax Service LLC	Edward Welch	Albany	NY	(518) 207-5857
John Noisette	John Noisette	Albany	NY	(917) 250-8052
MM Tax & Accounting Inc.*	Mohammad Miah	Bronx	NY	(917) 293-1042
Fahad M. Islam	Fahad Islam	Bronx	NY	(347) 242-9661
Bronx Family Tax Service Inc.*	Faruk Ali	Bronx	NY	(646) 842-3524
Faruk Ali, Mohammed Salam and Ahmed Hussain*	Faruk Ali	Bronx	NY	(718) 716-1803
Angela Penn	Angela Penn	Brooklyn	NY	(646) 529-8470
Beryl Roes	Beryl Roes	Castorland	NY	(315) 486-5983
M. Umar Beig*	M. Umar Beig	Dix Hills	NY	(917) 560-1955
Kushal Neupane	Kushal Neupane	Flushing	NY	(504) 715-9209
Brian Muller	Brian Muller	Greenfield Center	NY	(518) 339-2004
M & M Income Tax Center LLC	Steve Metalios	Jackson Heights	NY	(718) 424-3331
RE Tax LLC	Reiny Paulino	Jackson Heights	NY	(646) 730-7898
PRP Inc	Richard Wolfe	New York	NY	(401) 932-7925
Julio Veras	Julio Veras	New York	NY	(914) 200-9270
David Cepin	David Cepin	Queens Village	NY	(718) 635-0549
Ade L Lewis	Ade Lewis	Staten Island	NY	(347) 962-1084
Carson Woods and Anthony Marucco*	Carson Woods	Hilliard	OH	(614) 271-8334
Abdou Samb	Abdou Samb	Kettering	OH	(937) 660-0115
Adamanda Inc.*	Donna Lynch	Lebanon	OH	(513) 228-0330
Freedom One LLC*	Mary Whitney	Reynoldsburg	OH	(614) 860-9664
Hack Financial LLC*	George Hack	Toledo	OH	(419) 467-6579
BMH Enterprises LLC	Bret Hardee	Broken Arrow	OK	(806) 441-4497
Martin Holdings LLC	Kimberly Martin	LAWTON	OK	(580) 647-1019



Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
Marco Shoals and Lesli Shoals	Marco Shoals	Owasso	OK	(918) 289-7348
William Holliday	William Holliday	Yukon	OK	(405) 308-5846
Jeffrey A. Musall	Jeffrey Musall	Newberg	OR	(971) 732-0177
John McHale*	John McHale	Collegeville	PA	(610) 247-2175
Mr. Big Dreams Inc	Karisma Page	East Stroudsburg	PA	(570) 460-8391
La K Dub Partners LLC*	Mark Williams	Indian Land	SC	(803) 524-3399
Kim Wagenman*	Kim Wagenman	Spearfish	SD	(605) 722-4506
Carol Elliott	Carol Elliott	Athens	TN	(423) 746-1227
Tommy Smith*	Tommy Smith	Cumberland Gap	TN	(606) 499-6432
ACE Tax Service LLC	Saira Dhanani	Franklin	TN	(615) 739-3582
M & A Management LLC	Amanda Henry	Talbott	TN	(423) 278-2876
Chellise Porter	Chellise Porter	Arlington	TX	(817) 566-4718
GHL Enterprises Inc.	Corinne Shipman	Bedford	TX	(214) 642-4732
Freedom Tax Services Inc.	Raul Torres	Corpus Christi	TX	(361) 854-0822
Maria Rivero	Maria Rivero	Dallas	TX	(214) 944-7350
T & D Hughes LLC*	Travis Hughes	El Paso	TX	(915) 433-2020
Mahmood M. Dhanani	Mahmood Dhanani	Eules	TX	(682) 227-9716
Bojongo CPAs & Advisory PLLC*	Zita Fomafung	Fate	TX	(716) 880-9171
Walnut Creek Enterprises LLC	Mark Hollis	Frisco	TX	(352) 246-1794
First Pitch LLC	J. Scott Kirk	Grand Prairie	TX	(817) 781-5247
PSP Services LLC*	Pei Pierce	Houston	TX	(713) 703-3239
David Gunter	David Gunter	Houston	TX	(832) 259-3074
Lawrence Pope Jr.*	Lawrence Pope	Houston	TX	(832) 524-6768
4 Real Partners	Jerome Dickerson	Houston	TX	(832) 277-5270
Charles Njoya	Charles Njoya	Houston	TX	(641) 451-4467
Aquarius T. Johnson	Aquarius Johnson	Humble	TX	(832) 857-2802
William Daniels	William Daniels	Huntsville	TX	(936) 577-0293
Pineywoods Investors LLC	William Daniels	Huntsville	TX	(936) 577-0293
Robdar Inc.*	Robert Huber	Lavon	TX	(214) 770-2734
Danielle Quiggins*	Danielle Quiggins	Mesquite	TX	(817) 705-8859
John Wojtkun	John Wojtkun	Midland	TX	(432) 689-7300
Guadalupe Mauricio	Guadalupe Mauricio	Mission	TX	(956) 330-1424
JIGISH LLC	Dimpal Kalani	Richmond	TX	(281) 814-6757
Alex Andrews and Terry Andrews	Alex Andrews	San Antonio	TX	(843) 513-8737
Four Star Tax Services Inc.	Aliza Kapadia	San Antonio	TX	(210) 789-4214
Galaxy Tax Services LLC	Amin Mohammad	San Antonio	TX	(210) 528-0584
Manuel Hizon*	Manuel Hizon	San Antonio	TX	(210) 975-9924

Prior Entity Name	Prior Entity Contact Name	Prior Entity City	Prior Entity State	Prior Entity Phone Number
Micaela Saenz*	Micaela Saenz	San Antonio	TX	(210) 355-3267
Quest Tax Services LLC	Saleem Ali	San Antonio	TX	(210) 535-0092
Aria Tax LLC	Amin Charania	San Antonio	TX	(785) 845-6643
J&S Tax Solutions LLC	Jose Vallejo	San Antonio	TX	(210) 618-8631
RGV Taxperts LLC	Kamlesh Bhakta	San Benito	TX	(956) 320-8378
Lola Julius	Lola Julius	Spring	TX	(281) 222-1363
Alan S. To*	Alan To	Sugarland	TX	(281) 265-6193
Patrick C. Perez	Patrick Perez	Waxahachie	TX	(469) 236-9225
Margarita Garza	Margarita Garza	Wills Point	TX	(469) 336-0482
Mark L. Weiler*	Mark L. Weiler	Salt Lake City	UT	(801) 598-3769
Mohamed Chareq	Mohamed Chareq	Arlington	VA	(703) 685-2663
Monique K. Menezes*	Monique Menezes	Burke	VA	(703) 987-0973
Michael Magee*	Michael Magee	Chesapeake	VA	(757) 240-9095
David J. Martz	David Martz	Chesapeake	VA	(757) 470-2901
Karen Redding LLC*	Karen Redding	Fredericksburg	VA	(540) 273-0958
Patricia Meadows	Patricia Meadows	Hampton	VA	(757) 870-6938
DMDBD LLC	Mitch Brown	Marysville	WA	(425) 773-7124
SJS Financial LLC*	Scott Zmudzinski	Cudahy	WI	(414) 745-9899
Mehar Enterprise Inc	Gurmeet Chawla	Milwaukee	WI	(262) 957-6777
Robert McCoy Jr.*	Robert McCoy Jr.	Matewan	WV	(606) 427-7211
Michael Daugherty*	Michael Daugherty	Williamstown	WV	(304) 488-6264

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. 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.

**EXHIBIT H**

**FINANCIAL STATEMENTS AND GUARANTEE OF PERFORMANCE**

**THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.**

**LT Holdco, LLC and Subsidiaries**

Unaudited Interim Financial Information

As of March 31, 2024 (Successor) and March 31, 2023 (Predecessor)  
and for the Quarter Ended March 31, 2024 (Successor) and Quarter Ended March 31, 2023 (Predecessor)

**LT Holdco, LLC and Subsidiaries**

**Consolidated Balance Sheets (Unaudited)**

**As of March 31, 2024 (Successor) and March 31, 2023 (Predecessor)**

	Successor	Predecessor
(In thousands)	March 31, 2024	March 31, 2023
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 22,974	\$ 14,486
Current receivables, net	27,308	32,443
Assets held for sale	-	35
Other current assets	1,746	3,104
<b>Total current assets</b>	<b>52,028</b>	<b>50,068</b>
Property, equipment, and software, net	13,358	23,366
Non-current receivables, net	638	2,134
Goodwill	74,462	78,346
Intangible assets, net	86,933	99,789
Operating lease right-of-use assets	5,074	7,201
Other non-current assets	383	5,883
<b>Total assets</b>	<b>\$ 232,876</b>	<b>\$ 266,787</b>
<b>Liabilities and Member's Equity</b>		
Current liabilities:		
Current installments of long-term obligations	\$ 1,431	\$ 36
Current operating lease liabilities	2,210	2,929
Accounts payable and accrued expenses	16,302	20,322
Other current liabilities	1,326	2,830
<b>Total current liabilities</b>	<b>21,269</b>	<b>26,117</b>
Long-term obligations, excluding current installments, net	74,184	47,584
Non-current operating lease liabilities	2,681	4,301
Other non-current liabilities	472	1,106
<b>Total liabilities</b>	<b>98,606</b>	<b>79,108</b>
Member's equity		
Member's capital	134,501	188,097
Accumulated other comprehensive loss, net of taxes	(231)	(418)
<b>Total member's equity</b>	<b>134,270</b>	<b>187,679</b>
<b>Total liabilities and member's equity</b>	<b>\$ 232,876</b>	<b>\$ 266,787</b>

**Note on Presentation:** On January 2, 2024, LT Holdco, LLC and subsidiaries was acquired. As such, the assets and liabilities are recorded at fair value at that date under ASC 805. Therefore, the basis of accounting as of March 31, 2024 (a successor period) is different than March 31, 2023 (a predecessor period).

**LT Holdco, LLC and Subsidiaries****Consolidated Statements of Operations (Unaudited)****For the Quarters Ended March 31, 2024 (Successor) and March 31, 2023 (Predecessor)**

<b>(In thousands)</b>	<b>Successor Quarter Ended March 31, 2024</b>	<b>Predecessor Quarter Ended March 31, 2023</b>
Revenue:		
Service and other	\$ 58,434	\$ 67,589
<b>Total revenues</b>	<b>58,434</b>	<b>67,589</b>
Operating expenses:		
Selling, general, and administrative expenses	26,650	33,371
Depreciation and amortization	2,052	7,999
<b>Total operating expenses</b>	<b>28,702</b>	<b>41,370</b>
Income from operations	29,732	26,219
Other (expense) income:		
Other	(117)	369
Interest expense, net	(2,791)	(1,763)
<b>Income before income taxes</b>	<b>26,824</b>	<b>24,825</b>
Income tax expense	338	6,176
<b>Net income</b>	<b>\$ 26,486</b>	<b>\$ 18,649</b>

**Note on Presentation:** On January 2, 2024, LT Holdco, LLC and subsidiaries was acquired. Therefore, the basis of accounting as of March 31, 2024 (a successor period) is different than March 31, 2023 (a predecessor period). As a result of the acquisition and the associated change in our legal entity structure, the US operations of LT Holdco, LLC and subsidiaries are a pass-through entity and no longer subject to recording a US income tax provision.

**LT Holdco, LLC and Subsidiaries**

**Consolidated Statements of Cash Flows (Unaudited)**

**For the Quarters Ended March 31, 2024 (Successor) and March 31, 2023 (Predecessor)**

(In thousands)	Successor Quarter Ended March 31, 2024	Predecessor Quarter Ended March 31, 2023
<b>Operating activities</b>		
Net income	\$ 26,486	\$ 18,649
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:		
Provision for doubtful accounts	431	656
Depreciation and amortization charges	2,052	7,999
Amortization of deferred financing costs	-	180
Gain on disposal of fixed assets	-	(13)
Stock-based compensation expense	-	103
Gain on bargain purchases and sales of Company-owned offices	(418)	(356)
Gain on change in marketable security	-	(363)
Change in		
Accounts, notes, and interest receivable	(12,402)	(12,191)
Income taxes	(4)	-
Other assets	242	(191)
Accounts payable and accrued expenses	(1,656)	(3,044)
Deferred revenue	(134)	(178)
<b>Net cash provided by operating activities</b>	<b>14,597</b>	<b>11,251</b>
<b>Investing activities</b>		
Issuance of operating loans to franchisees	(20)	(51)
Payments received on operating loans to franchisees	451	409
Purchases of Company-owned offices and acquired customer lists	(402)	(1)
Proceeds from sale of property, equipment and software	-	20
Purchases of property, equipment and software	(522)	(2,023)
<b>Net cash used in investing activities</b>	<b>(493)</b>	<b>(1,646)</b>
<b>Financing activities</b>		
Repayment of other long-term obligations	(8)	(9)
Contribution from Parent	3,026	2,609
<b>Net cash provided by financing activities</b>	<b>3,018</b>	<b>2,600</b>
Effect of exchange rate changes on cash, net	(24)	(3)
<b>Net increase in cash and cash equivalents</b>	<b>17,098</b>	<b>12,202</b>
Cash and cash equivalents at beginning of quarter	5,876	2,284
<b>Cash and cash equivalents at end of quarter</b>	<b>\$ 22,974</b>	<b>\$ 14,486</b>

**Note on Presentation:** On January 2, 2024, LT Holdco, LLC and subsidiaries was acquired. Therefore, the basis of accounting as of March 31, 2024 (a successor period) is different than March 31, 2023 (a predecessor period).



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**LT Holdco, LLC and Subsidiaries**

Consolidated Financial Statements

As of December 31, 2023 (Successor) and December 31, 2022 (Successor)  
and for the Year Ended December 31, 2023 (Successor), Year Ended December 31, 2022 (Successor), the Period from July 3,  
2021 through December 31, 2021 (Successor), and the Period from December 27, 2020 through July 2, 2021 (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, 2023 (Successor) and December 31, 2022 (Successor), and the related consolidated statements of operations, comprehensive income (loss), member's equity and cash flows for the years ended December 31, 2023 (Successor) and December 31, 2022 (Successor), the period from July 3, 2021 through December 31, 2021 (Successor), and the period from December 27, 2020 through July 2, 2021 (Predecessor), and the related notes to the consolidated financial statements (collectively referred to as 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, 2023 and 2022, 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**

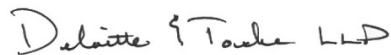
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance 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.

A handwritten signature in dark ink, appearing to read "Deloitte & Touche LLP", is positioned above the printed name and date.

Richmond, Virginia

May 10, 2024

**LT Holdco, LLC and Subsidiaries**

**Consolidated Balance Sheets**

**As of December 31, 2023 (Successor) and December 31, 2022 (Successor)**

<b>(In thousands)</b>	<b>12/31/2023</b>	<b>12/31/2022</b>
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 5,876	\$ 2,284
Current receivables, net	14,316	19,804
Assets held for sale	—	35
Other current assets	1,826	2,882
Total current assets	22,018	25,005
Property, equipment, and software, net	20,743	22,084
Non-current receivables, net	1,848	3,066
Goodwill	9,421	78,681
Intangible assets, net	80,034	107,132
Operating lease right-of-use assets	3,902	8,747
Other non-current assets	284	9,570
Total assets	\$ 138,250	\$ 254,285
<b>Liabilities and Member's Equity</b>		
Current liabilities:		
Current installments of long-term obligations	\$ 1,431	\$ 576
Current operating lease liabilities	1,800	3,734
Accounts payable and accrued expenses	16,522	23,617
Other current liabilities	1,202	1,760
Total current liabilities	20,955	29,687
Long-term obligations, excluding current installments, net	72,774	47,426
Non-current operating lease liabilities	1,919	5,095
Other non-current liabilities	585	1,262
Total liabilities	96,233	83,470
Member's equity		
Member's capital	42,248	171,234
Accumulated other comprehensive loss, net of taxes	(231)	(419)
Total member's equity	42,017	170,815
Total liabilities and member's equity	\$ 138,250	\$ 254,285

See accompanying notes to the consolidated financial statements.

**LT Holdco, LLC and Subsidiaries**

**Consolidated Statements of Operations**

**Year Ended December 31, 2023 (Successor), Year Ended December 31, 2022 (Successor), the Period from July 3, 2021, through December 31, 2021 (Successor), and the Period from December 27, 2020, through July 2, 2021 (Predecessor)**

(In thousands)	Successor			Predecessor
	Year Ended		Period from	Period From
	12/31/2023	12/31/2022	7/3/2021 - 12/31/2021	12/27/2020 - 7/2/2021
Revenue:				
Service and other	\$ 100,894	\$ 118,370	\$ 17,007	\$ 107,486
Total revenues	100,894	118,370	17,007	107,486
Operating expenses:				
Selling, general, and administrative expenses	79,996	84,123	31,204	56,429
Depreciation and amortization expense	30,768	33,477	15,625	5,111
Impairment expense	69,572	267	78	—
Total operating expenses	180,336	117,867	46,907	61,540
Income (loss) from operations	(79,442)	503	(29,900)	45,946
Other (expense) income:				
Other	1,324	(1,804)	8,196	165
Interest expense, net	(10,397)	(2,070)	(906)	(3)
Income (loss) before income taxes	(88,515)	(3,371)	(22,610)	46,108
Income tax (benefit) expense	9,948	(1,403)	(4,663)	2,462
Net income (loss)	\$ (98,463)	\$ (1,968)	\$ (17,947)	\$ 43,646

See accompanying notes to the consolidated financial statements.

**LT Holdco, LLC and Subsidiaries**

**Consolidated Statements of Comprehensive Income (Loss)**

**Year Ended December 31, 2023 (Successor), Year Ended December 31, 2022 (Successor), the Period from July 3, 2021, through December 31, 2021 (Successor), and the Period from December 27, 2020, through July 2, 2021 (Predecessor)**

(In thousands)	Successor			Predecessor
	Year Ended		Period from 7/3/2021 -	Period From 12/27/2020 -
	12/31/2023	12/31/2022	12/31/2021	7/2/2021
Net income (loss)	\$ (98,463)	\$ (1,968)	\$ (17,947)	\$ 43,646
Other comprehensive income (loss)				
Foreign currency translation adjustment	188	(449)	30	292
Unrealized gain (loss) on interest rate swap agreement, net of taxes of \$0, (\$9), \$9 and \$13, respectively	—	(32)	32	46
Other comprehensive income (loss)	188	(481)	62	338
Comprehensive income (loss)	\$ (98,275)	\$ (2,449)	\$ (17,885)	\$ 43,984

See accompanying notes to the consolidated financial statements.



**LT Holdco, LLC and Subsidiaries**

**Consolidated Statement of Member's Equity**

**Year Ended December 31, 2023 (Successor), Year Ended December 31, 2022 (Successor), the Period from July 3, 2021, through December 31, 2021 (Successor), and the Period from December 27, 2020, through July 2, 2021 (Predecessor)**

(In thousands)	Predecessor			
	Member's Capital	Net gain/(loss) on interest rate swap agreement	Foreign Exchange Conversion	Total Member's Equity
<b>Balance as of December 26, 2020</b>	<b>53,877</b>	<b>(146)</b>	<b>(1,251)</b>	<b>52,480</b>
Net income	43,646	—	—	43,646
Other comprehensive income	—	46	292	338
Total comprehensive income	43,646	46	292	43,984
Stock-based compensation, net of deferred taxes	217	—	—	217
Contribution from/distribution to Former Parent	(31,960)	—	—	(31,960)
<b>Balance as of July 2, 2021</b>	<b>\$ 65,780</b>	<b>\$ (100)</b>	<b>\$ (959)</b>	<b>\$ 64,721</b>

(In thousands)	Successor			
	Member's Capital	Net gain/(loss) on interest rate swap agreement	Foreign Exchange Conversion	Total Member's Equity
<b>Balance as of July 3, 2021</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>
Acquisition of Company by Parent from Former Parent	256,128	—	—	256,128
Net loss	(17,947)	—	—	(17,947)
Other comprehensive income	—	32	30	62
Total comprehensive income (loss)	(17,947)	32	30	(17,885)
Contribution from/distribution to Parent	343	—	—	343
<b>Balance as of December 31, 2021</b>	<b>\$ 238,524</b>	<b>\$ 32</b>	<b>\$ 30</b>	<b>\$ 238,586</b>
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 Parent	(65,636)	—	—	(65,636)
<b>Balance as of December 31, 2022</b>	<b>\$ 171,234</b>	<b>\$ —</b>	<b>\$ (419)</b>	<b>\$ 170,815</b>
Net loss	(98,463)	—	—	(98,463)
Other comprehensive income	—	—	188	188
Total comprehensive income (loss)	(98,463)	—	188	(98,275)
Contribution from/distribution to Parent	(30,523)	—	—	(30,523)
<b>Balance as of December 31, 2023</b>	<b>\$ 42,248</b>	<b>\$ —</b>	<b>\$ (231)</b>	<b>\$ 42,017</b>

See accompanying notes to the consolidated financial statements.

**LT Holdco, LLC and Subsidiaries**

**Consolidated Statements of Cash Flows**

**Year Ended December 31, 2023 (Successor), Year Ended December 31, 2022 (Successor), the Period from July 3, 2021, through December 31, 2021 (Successor), and the Period from December 27, 2020, through July 2, 2021 (Predecessor)**

(In thousands)	Successor			Predecessor
	Year Ended		Period from	Period From
	12/31/2023	12/31/2022	7/3/2021 - 12/31/2021	12/27/2020 - 07/02/2021
<b>Operating activities</b>				
Net income (loss)	\$ (98,463)	\$ (1,968)	\$ (17,947)	\$ 43,646
Adjustments to reconcile net income (loss) to net cash provided by operating activities:				
Provision for doubtful accounts	3,650	1,445	2,196	2,460
Depreciation and amortization charges	30,768	33,477	15,625	5,111
Impairment charges	69,572	267	78	—
Amortization of deferred financing costs	874	480	120	—
Loss (gain) on disposal of fixed assets	718	1,441	38	(31)
Gain on disclaimed agreements	(2,650)	—	—	—
Stock-based compensation expense	(69)	314	—	217
Gain on bargain purchases and sales of Company-owned offices	(1,683)	(2,426)	(899)	(887)
Gain on sale of Trilogy	—	—	(8,500)	—
Unrealized (gain) loss on marketable security	(651)	1,523	52	—
Deferred income taxes	9,168	(929)	(8,257)	(17)
Changes in:				
Accounts, notes, and interest receivable	3,740	12,753	1,992	2,109
Income taxes	(201)	(1,214)	1,012	1,325
Other assets	1,048	(444)	1,552	(6,646)
Accounts payable and accrued expenses	(2,092)	9,991	770	(2,445)
Deferred revenue	(813)	(286)	(368)	(8,306)
Net cash provided by (used in) operating activities	12,916	54,424	(12,536)	36,536
<b>Investing activities</b>				
Issuance of operating loans to franchisees and area developers	(389)	(992)	(23)	(108)
Payments received on operating loans to franchisees and area developers	609	633	59	896
Purchases of Company-owned offices, area developer rights, and acquired customer lists	(579)	(1,606)	(14,011)	(888)
Proceeds from sale of Company-owned offices and area developer rights	—	173	—	325
Proceeds from the sale of property, equipment, and software	24	4,870	—	—
Purchases of property, equipment, and software	(4,401)	(7,845)	(4,711)	(4,935)
Net cash used in investing activities	(4,736)	(4,767)	(18,686)	(4,710)
<b>Financing activities</b>				
Repayment of other long-term obligations	(37)	(1,664)	(104)	(1,143)
Payment for debt issuance costs	(320)	(1,705)	—	—
Issuance of debt	26,282	49,038	—	—
(Payments to) borrowings from Parent	—	(29,000)	29,000	—
(Distribution to) contribution from Parent	(30,523)	(65,330)	1,968	(31,771)
Net cash provided by (used in) financing activities	(4,598)	(48,661)	30,864	(32,914)
Effect of exchange rate changes on cash, net	10	(26)	(12)	50
Net increase (decrease) in cash, cash equivalents and restricted cash	3,592	970	(370)	(1,038)
Cash and cash equivalents at beginning of year	2,284	1,314	1,684	2,722
Cash and cash equivalents at end of year	\$ 5,876	\$ 2,284	\$ 1,314	\$ 1,684
<b>Supplemental Cash Flow Disclosure</b>				
Cash paid for taxes, net of refunds	\$ 505	\$ 743	\$ 978	\$ —
Cash paid for interest	9,465	603	22	2
Accrued capital expenditures	173	466	528	24

See accompanying notes to the consolidated financial statements.

**LT Holdco, LLC and Subsidiaries**

Notes to the Consolidated Financial Statements

As of December 31, 2023 (Successor) and December 31, 2022 (Successor)  
and for the Year Ended December 31, 2023 (Successor), Year Ended December 31, 2022 (Successor), the Period from July 3,  
2021 through December 31, 2021 (Successor), and the Period from December 27, 2020 through July 2, 2021 (Predecessor)

Notes to the Consolidated Financial Statements

(1) Description of Business and Summary of Significant Accounting Policies

*Nature of the Business*

LT Holdco, LLC (formerly Franchise Group Intermediate L 1, 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 Franchise Group, Inc. (“**FRG**” or “**Former Member**” or “**Former Parent**”), however, on February 21, 2021, Franchise Group Inc. entered into a definitive agreement with NextPoint Acquisition Corp. (“**NextPoint**” or “**Member**” or “**Parent**”), a special purpose acquisition corporation incorporated under the laws of the Province of British Columbia (“**Purchaser**”) to sell the Company (the “**Transaction**”) for a total purchase price of \$256.1 million. The purchase price consisted of \$182.1 million in cash and an equity interest in NextPoint worth \$74.0 million at the time of signing. The Transaction closed on July 2, 2021, immediately subsequent to which the Company's name was changed from Franchise Group Intermediate L 1, LLC to LT Holdco, LLC.

On July 2, 2021, in connection with the closing of the Transaction, the Company changed its fiscal year to a calendar year end. As such, these Consolidated Financial Statements are as of December 31, 2023 (Successor), December 31, 2022 (Successor), and for the year ended December 31, 2023 (Successor), year ended December 31, 2022 (Successor), the period from July 3, 2021, through December 31, 2021 (Successor), and the period from December 27, 2020, through July 2, 2021 (Predecessor).

On July 25, 2023, the Parent entered into a restructuring support agreement (“**RSA**”) with its primary secured lenders to substantially reduce the Parent’s consolidated debt. Under the RSA, the Parent’s primary secured lenders committed to purchase substantially all of the Parent’s assets (the “**Restructuring Transaction**”), 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 Parent’s assets.

Also on July 25, 2023, the 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 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. Upon approval of the Initial Order of the CCAA Proceedings, the Parent received a \$25.0 million interim financing facility from BasePoint Capital LLC (“**BasePoint**”) and Drake Enterprises Ltd. (“**Drake**”), both of which were existing lenders to the Parent at the time of the Initial Order. The Company has been allowed to perform its day-to-day operations as usual throughout the CCAA Proceedings and Chapter 15 Proceedings.

Through the CCAA Proceedings, the Parent and the Company were granted the ability to disclaim certain obligations and contracts, which will allow for the Company to operate with fewer encumbrances in the future. Most notably, the Parent was able to reduce its aggregate outstanding debt obligation from approximately \$272 million to approximately \$75 million, with the majority of the Parent’s outstanding debt obligation released in exchange for the sale of the Company and other Parent subsidiaries to BasePoint and Drake (discussed further below). The remaining \$75 million is the long-term obligation directly associated with the Company (the “**LT Holdco Term Loan**”) and discussed in “Note 7 - Long-Term Obligations”.

**Notes to the Consolidated Financial Statements**

In addition to the reduction of the 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 contracts, as well as the certain of our accrued settlement obligations. The table below represent a breakdown of the impact of the disclaimed contracts and obligations on operating income for the year ended December 31, 2023.

<b>(In thousands)</b>	<b>Gain (Loss)</b>
<b>Store closures</b>	\$ (657)
<b>Area Developer contracts</b>	153
<b>Vendor contracts</b>	42
<b>Accrued settlements</b>	3,112
<b>Impact on operating income</b>	<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.

<b>(In thousands)</b>	<b>Increase (Decrease)</b>
<b>Property, equipment, and software, net</b>	\$ (129)
<b>Goodwill</b>	(439)
<b>Intangible assets, net</b>	(363)
<b>Operating lease right-of-use assets</b>	(1,272)
<b>Other non-current assets</b>	(80)
<b>Total assets</b>	<u>\$ (2,283)</u>
<b>Current operating lease liabilities</b>	(705)
<b>Accounts payable and accrued expenses</b>	(3,196)
<b>Other current liabilities</b>	(153)
<b>Non-current operating lease liabilities</b>	(879)
<b>Total liabilities</b>	<u>\$ (4,933)</u>
<b>Net impact</b>	<u>\$ 2,650</u>

On October 31, 2023, the Supreme Court of British Columbia approved the Parent's plan for emergence from insolvency, which included the approval of the sale of the Company and other 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 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 approximately \$144.6 million, cash paid at closing and debt assumed, 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 Parent, which had been used primarily to fund the daily operations of the Parent's other subsidiaries and were a primary driver of the Company's reduced liquidity. Refer to "Note 18 - Subsequent Events" for further detail.

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 through the date of these Consolidated Financial Statements. Additionally, the Company requested and received waivers for all anticipated events of non-compliance with the debt covenants of the LT Holdco Term Loan through January 2024; and has amended the debt covenants on a go-forward basis.

Notes to the Consolidated Financial Statements

***Basis of Presentation***

As a result of the closing of the Transaction on July 2, 2021, these Consolidated Financial Statements include the financial statements of the Company as Predecessor for the periods prior to July 2, 2021, and as Successor for the periods after July 2, 2021. 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 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 Parent and Former Parent for administrative functional expenses. The Parent and Former Parent allocates 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 Parent or Former 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.

Current and deferred income tax and the related tax expense have been 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 calculated by the Company in applying the separate return methodology are deemed to have been remitted in cash to the 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.

***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 annual weighted average exchange rate.

Notes to the Consolidated Financial Statements

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, 2023 and 2022, 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. Prior to the Transaction, the reporting unit for the acquisition of assets from various franchisees was considered to be the franchise territory, with these assets operated as Company-owned offices. The reporting unit for the goodwill arising from the acquisition of the Company from the Former Parent by the Parent is considered to be the operations of the Company. With the internal reorganization resulting from the Transaction, there is no longer a distinct segment management structure overseeing the Company-owned offices, and therefore, as from the date of the Transaction, the entire operations of the Company are a single

Notes to the Consolidated Financial Statements

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.

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



Notes to the Consolidated Financial Statements

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.

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. Amounts due to ADs are recorded in other current liabilities in the Consolidated Balance Sheet.

Advertising Expenses - Advertising costs, consisting primarily of direct mail, radio, print media and online advertisements intended to attract new franchisees and customers, are expensed in the period incurred.

Stock-Based Compensation - The Company records the cost of its employee stock-based compensation as compensation expense in its Consolidated Statements of Operations. Compensation costs related to stock options are 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 are 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. Beginning in the successor period, to conform with the recognition criteria used by the Parent, the Company recognizes 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.

Notes to the Consolidated Financial Statements

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.

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***

- In June 2016, the Financial Accounting Standards Board ("FASB") issued ASU 2016-13, "Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments." The amendments in this ASU, among other things, require the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions and reasonable and supportable forecasts. Among other things, the ASU also amended the impairment model for available-for-sale securities and addressed purchased financial assets with deterioration. The Company adopted ASU 2016-13 as of January 1, 2023, in accordance with the required implementation date. There was no impact of adoption to retained earnings, net of deferred income taxes. The Company determined that ASU 2016-13 had no material impact on the Consolidated Financial Statements.
- ASU 2023-09 - Income Taxes (Topic 740): *Improvements to Income Tax Disclosures*. This update, effective January 1, 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 is currently evaluating the impact this update will have on the disclosures.

Notes to the Consolidated Financial Statements

*Acquisition of the Company by the Parent from the Former Parent*

As discussed above, on July 2, 2021, the Parent announced it had completed the acquisition of the Company from the Former Parent. The fair value of the consideration transferred at the acquisition date was \$256.1 million, consisting of \$182.1 million in cash and \$74.0 million in equity interests. The acquisition of the Company, as well as additional businesses, positioned the Parent as a one-stop financial services destination for consumers and small businesses. 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)	July 2, 2021 Fair value
Cash and cash equivalents	\$ 1,684
Current receivables, net	32,428
Assets held for sale	7,475
Other current assets	1,571
Property, equipment, and software, net	12,542
Non-current receivables, net	2,988
Goodwill	76,604
Intangible assets, net	138,200
Operating lease right-of-use assets	9,164
Other non-current assets	2,475
Total assets	285,131
Current installments of long-term obligations	444
Current operating lease liabilities	5,343
Accounts payable and accrued expenses	10,278
Other current liabilities	4,896
Long-term obligations, excluding current installments, net	1,496
Non-current operating lease liabilities	4,406
Other non-current liabilities	2,140
Total liabilities	29,003
Consideration transferred	\$ 256,128

**(2) Revenue**

The following represents disaggregated revenue for the years ended December 31, 2023 and 2022, the period from July 3, 2021, to December 31, 2021, and the period from December 27, 2020, to July 2, 2021.

(In thousands)	Successor			Predecessor
	Year Ended		Period From	Period From
	12/31/2023	12/31/2022	7/3/2021 - 12/31/2021	12/27/2020 - 7/2/2021
Franchise fees	\$ 634	\$ 838	\$ 398	\$ 585
Area developer fees	64	116	318	312
Royalties and advertising fees	55,614	60,313	5,511	53,582
Financial products	25,106	32,138	5,672	30,092
Interest income	1,136	2,061	1,346	1,749
Assisted tax preparation fees, net of discounts	12,811	15,264	498	16,147
Electronic filing fees	2,506	2,859	104	2,662
Other revenues	3,023	4,781	3,160	2,357
Total service and other revenue	\$ 100,894	\$ 118,370	\$ 17,007	\$ 107,486

Notes to the Consolidated Financial Statements

***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 recognizes AD fees, as constrained for amounts not expected to be collected, over the initial term of the AD agreement.

The Company also sells developed territories and simultaneously grants 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, is recognized as revenue over the initial term of the AD agreement.

The Company has made the decision to no longer sell new AD territories or renew existing AD agreements as they expire.

***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 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.

Notes to the Consolidated Financial Statements

**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	
	12/31/2023	12/31/2022
Accounts receivable	\$ 11,760	\$ 13,248
Notes receivable	4,404	7,371
Advances, deferred revenue, franchise and AD fees	10,101	16,912

Changes in deferred revenue, franchise and AD fees are as follows:

(In thousands)	Successor			Predecessor
	Year Ended		Period From	Period From
	12/31/2023	12/31/2022	7/3/2021 - 12/31/2021	12/27/2020 - 7/2/2021
Deferred revenue, franchise and AD fees at beginning of period	\$ 16,912	\$ 2,205	\$ 2,578	\$ 10,895
New advances	9,000	15,000	—	12,000
Revenue recognized during the period	(15,835)	(636)	(929)	(20,897)
New deferrals of franchise and AD fees	24	343	556	580
Deferred revenue, franchise and AD fees at end of period	\$ 10,101	\$ 16,912	\$ 2,205	\$ 2,578

**Anticipated Future Recognition of Advances, Deferred Revenue, Franchise and AD Fees**

The following table reflects estimated advances, deferred revenue, franchise and AD fees expected to be recognized in future periods related to performance obligations that are unsatisfied as of December 31, 2023:

(In thousands)	Estimate by Fiscal Year
2024	\$ 9,516
2025	413
2026	144
2027	28
Total	\$ 10,101

Notes to the Consolidated Financial Statements

(3) Notes and Accounts Receivable

Current and non-current receivables as of December 31, 2023 and 2022, are presented in the Consolidated Balance Sheets, as follows:

(In thousands)	Successor	
	12/31/2023	12/31/2022
Accounts receivable, net	\$ 13,649	\$ 14,062
Notes receivable, net	3,398	4,880
Interest receivable, net	1,175	1,339
Other current receivables	—	2,251
Allowance for credit losses	(3,906)	(2,728)
Current receivables, net	14,316	19,804
Notes receivable - non-current, net	2,299	3,383
Allowance for credit losses - non-current	(451)	(317)
Non-current receivables, net	1,848	3,066
Total receivables	\$ 16,164	\$ 22,870

The Company provides select financing to franchisees for the purchase of franchises, areas and Company-owned offices, and operating loans for working capital and equipment needs. The franchise-related notes are generally payable over five years, and the operating loans generally are due within one year. Most notes bear interest at 12%.

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 \$3.6 million and \$5.4 million as of December 31, 2023 and 2022, 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' areas could affect the Company's estimate of the allowance.

Activity in the allowance for credit losses for the years ended December 31, 2023 and 2022, was as follows:

(In thousands)	Successor	
	Year Ended	
	12/31/2023	12/31/2022
Balance at beginning of period	\$ 3,045	\$ 2,196
Provision for credit losses	2,587	1,445
Write-offs	(1,313)	(581)
Foreign currency adjustment	38	(15)
Balance at end of period	\$ 4,357	\$ 3,045

Notes to the Consolidated Financial Statements

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, 2023, and 2022, was as follows:

(In thousands)	Successor			
	12/31/2023			
	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	<u>\$ 6,404</u>	<u>\$ 12,942</u>	<u>\$ 1,175</u>	<u>\$ 20,521</u>

(In thousands)	Successor			
	12/31/2022			
	Past due	Current	Interest receivable, net	Total receivables
Accounts receivable, net	\$ 4,170	\$ 9,892	\$ —	\$ 14,062
Notes and interest receivable, net	1,204	7,059	1,339	9,602
Total accounts, notes, and interest receivable, net	<u>\$ 5,374</u>	<u>\$ 16,951</u>	<u>\$ 1,339</u>	<u>\$ 23,664</u>

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, 2023, and 2022 totaled \$1.3 million and \$1.2 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, 2023 and 2022, was as follows:

(In thousands)	Successor	
	12/31/2023	12/31/2022
Land and land improvements	\$ 1,058	\$ 1,058
Buildings and building improvements	2,821	2,784
Leasehold improvements	1,068	1,069
Furniture, fixtures, and equipment	547	812
Software	21,805	19,114
Construction in progress	5	20
ROU assets	144	143
Property, equipment, and software, gross	27,448	25,000
Less accumulated depreciation and amortization	6,705	2,916
Property, equipment, and software, net	<u>\$ 20,743</u>	<u>\$ 22,084</u>

Software includes both internally developed software and purchased software. Included in software are \$2.3 million and \$6.7 million of assets that had not been placed into service as of December 31, 2023, and 2022, respectively.

Total depreciation and amortization expense on property, equipment, and software was \$3.9 million for the year ended December 31, 2023 (\$2.4 million for the year ended December 31, 2022, and \$0.6 million and \$0.8 million for the periods from

Notes to the Consolidated Financial Statements

July 3, 2021 to December 31, 2021, and December 27, 2020 to July 2, 2021, 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, 2023 and 2022, were as follows:

(In thousands)	Successor	
	Year Ended	Year Ended
	12/31/2023	12/31/2022
Balance at beginning of period	\$ 78,681	\$ 77,300
Acquisitions of assets from franchisees and third parties	1,132	2,342
Disposals and foreign currency changes, net	(883)	(961)
Impairment	(69,509)	—
Balance at end of period	<u>\$ 9,421</u>	<u>\$ 78,681</u>

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 year ended December 31, 2022.

Components of intangible assets as of December 31, 2023 and 2022, were as follows:

(In thousands)	Successor			
	12/31/2023			
	Weighted average amortization period	Gross carrying amount	Accumulated amortization	Net carrying amount
Tradenames <sup>(1)</sup>	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		<u>\$ 140,777</u>	<u>\$ (60,743)</u>	<u>\$ 80,034</u>

(In thousands)	Successor			
	12/31/2022			
	Weighted average amortization period	Gross carrying amount	Accumulated amortization	Net carrying amount
Tradenames <sup>(1)</sup>	Indefinite life	\$ 13,000	\$ —	\$ 13,000
AD rights	9 years	34,579	(11,387)	23,192
Customer lists	4 years	2,637	(837)	1,800
Customer relationships	4.5 years	98,000	(29,400)	68,600
Re-acquired rights	2 years	803	(263)	540
Total intangible assets		<u>\$ 149,019</u>	<u>\$ (41,887)</u>	<u>\$ 107,132</u>

<sup>(1)</sup> 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, 2023 and 2022, the Company recorded goodwill and intangible assets of \$1.9 million and \$5.5 million, respectively, from the acquisition of franchises and third parties. All franchise acquisitions were accounted for as business combinations and recorded as intangible assets.



Notes to the Consolidated Financial Statements

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. As a result, the carrying values of assets acquired from franchisees were reduced by \$0.1 million and \$0.0 million for the years ended December 31, 2023 and 2022, respectively. These amounts were 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, 2023 and 2022, amortization expense was \$26.9 million and \$31.1 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 is estimated to be as follows:

(In thousands)	As of 12/31/2023
2024	\$ 23,867
2025	22,836
2026	12,255
2027	2,085
2028	1,757
Thereafter	4,234
Total estimated amortization expense	<u>\$ 67,034</u>

(6) Leases

Lease costs recognized in selling, general and administrative expenses in the Consolidated Statements of Operations for the years ended December 31, 2023 and 2022, the period from July 3, 2021, to December 31, 2021, and the period from December 27, 2020, to July 2, 2021, were as follows:

(In thousands)	Successor			Predecessor
	Year Ended		Period From	Period From
	12/31/2023	12/31/2022	7/3/2021 - 12/31/2021	12/27/2020 - 7/2/2021
Operating lease costs	\$ 4,144	\$ 5,111	\$ 2,609	\$ 2,755
Short-term operating lease costs	16	78	28	45
Variable operating lease costs	949	917	445	651
Sublease income	(1,440)	(2,021)	(948)	(517)
Total operating lease costs	<u>\$ 3,669</u>	<u>\$ 4,085</u>	<u>\$ 2,134</u>	<u>\$ 2,934</u>

Notes to the Consolidated Financial Statements

As of December 31, 2023, maturities of lease liabilities were as follows:

(In thousands)	Operating leases
2024	\$ 2,094
2025	1,281
2026	704
2027	91
2028	30
Thereafter	—
Total undiscounted lease payments	4,200
Less interest	(481)
Present value of lease liabilities	<u>\$ 3,719</u>

As of December 31, 2023, operating leases had a weighted-average remaining lease term of 2.6 years and a weighted-average discount rate of 11.4%.

The following represents other information pertaining to the Company's lease arrangements for the years ended December 31, 2023 and 2022, the period from July 3, 2021, to December 31, 2021, and the period from December 27, 2020, to July 2, 2021:

(In thousands)	Successor			Predecessor
	Year Ended		Period From	Period From
	12/31/2023	12/31/2022	7/3/2021 - 12/31/2021	12/27/2020 - 7/2/2021
Non-cash information on lease liabilities arising from right-of-use assets	\$ 285	\$ 3,325	\$ 4,564	\$ 2,656
Cash paid for amounts included in the measurement of lease liabilities:				
Operating cash flows from operating leases	4,192	5,051	2,513	2,753

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, 2023 and 2022, was as follows:

(In thousands)	Successor	
	12/31/2023	12/31/2022
LT Holdco Term Loan	\$ 74,140	\$ 47,361
Amounts due to former ADs, franchisees, and third parties at zero percent interest	—	539
Finance lease liabilities	65	102
Total long-term obligations	74,205	48,002
Less current installments	1,431	576
Total long-term obligations, net of current installments	<u>\$ 72,774</u>	<u>\$ 47,426</u>

Notes to the Consolidated Financial Statements

In connection with the Transaction, the Parent entered into a \$200 million revolving credit facility (the “**Credit Facility**”), with affiliates of BasePoint. On November 1, 2022, the 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 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 LT Holdco Term loan is 15.30% per annum., and it matures on July 2, 2025. Beginning on June 30, 2024, the Company is required to make amortization payments of \$0.7 million on the LT Holdco Term Loan on June 30<sup>th</sup> and December 31<sup>st</sup> each year, and as from the same date, may be required to make prepayments based on a calculation of excess cash flow.

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 through the date of these Consolidated Financial Statements. Additionally, the Company requested and received waivers for all events of non-compliance with the debt covenants of the LT Holdco Term Loan through January 2024; and amended the debt covenants on a go-forward basis.

On April 19, 2024, the Company amended the LT Holdco Term Loan to include a \$5.0 million swingline. The Company may draw on the line through the maturity date of the LT Holdco Term Loan. The swingline bears interest at the SOFR Reference Rate plus 15.00% per annum.

Aggregate maturities of long-term debt as of December 31, 2023, were as follows:

(In thousands)	As of 12/31/2023
2024	\$ 1,431
2025	72,770
2026	4
Total long-term debt	<u>\$ 74,205</u>

## (8) Derivative Instruments and Hedging Activities

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, 2023 and 2022, there were no outstanding interest rate swap agreements.

*Forward contracts related to foreign currency exchange rates.* In connection with short-term advances made to its Canadian subsidiary related to the discounting of personal income tax refunds, the Company entered into forward contracts to eliminate the exposure related to foreign currency fluctuations. Under the terms of the forward currency contracts, the exchange rate for repayments were fixed at the time advances were made, and the advances were repaid prior to April 30<sup>th</sup> of each year. These forward contracts were designated as cash flow hedges. All of the forward contracts expired prior to December 31, 2021. As

Notes to the Consolidated Financial Statements

such, as of December 31, 2023 and 2022, there were no remaining forward contracts outstanding. During the period from July 3, 2021, to December 31, 2021 (successor), and the period from December 27, 2020, to July 2, 2021 (predecessor), these foreign currency hedges were effective, and therefore, no amounts were recognized in the Consolidated Statements of Operations.

**(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", at the formation of the Company in July 2019, the assets and liabilities of SiempreTax, LLC and JTH Tax, LLC were transferred by the Former Parent to the Company. The historical member's capital shown for the periods prior to the equity reorganization consists of the combined member's capital of SiempreTax, LLC and JTH Tax, LLC. On July 2, 2021 the Company was sold by the Former Parent to the Parent. The beginning member's capital as of July 3, 2021, represents the fair value of the purchase consideration paid by the Parent to the Former Parent.

***Accumulated Other Comprehensive Loss***

The components of accumulated other comprehensive (loss) income as of December 31, 2023 and 2022, were as follows:

(In thousands)	Successor	
	12/31/2023	12/31/2022
Foreign currency translation adjustment	\$ (231)	\$ (419)
Total accumulated other comprehensive (loss) income	\$ (231)	\$ (419)

**(10) Stock Compensation Plan**

***Stock Options, Restricted Stock Units and Performance Stock Units of the Parent and Former Parent***

On July 2, 2021, in connection with the closing of the Transaction, employees of the Company became eligible to receive stock options, restricted share units and performance share units (collectively, "grants") issued by the Parent under the equity incentive plan of the Parent (the "Equity Incentive Plan"). No grants were awarded to any employees of the Company during the period from July 3, 2021, to December 31, 2021.

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 Parent were cancelled.

Notes to the Consolidated Financial Statements

**Stock Options of the Parent**

Stock option activity during the years ended December 31, 2023 and 2022, was as follows:

	Number of options	Weighted-average exercise price
<b>Outstanding as of December 31, 2021</b>	—	\$ —
Granted	372,000	1.90
Transferred <sup>(1)</sup>	(62,250)	1.90
<b>Outstanding as of December 31, 2022</b>	309,750	\$ 1.90
Forfeited or expired	(309,750)	1.90
<b>Outstanding as of December 31, 2023</b>	—	\$ —

<sup>(1)</sup> Represent stock options of employees who were transferred to other entities controlled by the Parent.

Pursuant to the 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 uses 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 year ended December 31, 2023, and there were no stock options outstanding as of December 31, 2023.

**Restricted Share Units of the Parent**

The Parent awarded restricted share units (“RSU’s”) to employees of the Company during the year ended December 31, 2022. The Company recognizes 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 is determined using the 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 years ended December 31, 2023 and 2022, was as follows:

	Number of RSUs	Weighted-average fair value at grant date
<b>Outstanding as of December 31, 2021</b>	—	\$ —
Granted	124,000	3.00
Transferred <sup>(1)</sup>	(18,875)	3.00
Forfeited or expired	(8,000)	3.00
<b>Outstanding as of December 31, 2022</b>	97,125	\$ 3.00
Forfeited or expired	(97,125)	3.00
<b>Outstanding as of December 31, 2023</b>	—	\$ —

<sup>(1)</sup> Represent RSU’s of employees who were transferred to other entities controlled by the Parent.

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 Parent**

The Company recorded a \$0.1 million benefit due to forfeitures and \$0.3 million of expense related to stock awards for the years ended December 31, 2023 and 2022, respectively. No expense was recorded related to stock awards during the period from July 3, 2021, to December 31, 2021.

## Notes to the Consolidated Financial Statements

*Stock Options of the Former Parent*

No options were granted by the Former Parent during the period from December 27, 2020, to July 2, 2021. Stock option activity, under the Former Parent, during the Period from December 27, 2020, to July 2, 2021, was as follows:

	Number of options	Weighted average exercise price
<b>Outstanding as of December 26, 2020</b>	321,667	9.82
Granted	—	—
Exercised	(26,889)	10.22
Forfeited or expired	—	—
<b>Outstanding as of July 2, 2021</b>	<u>294,778</u>	<u>\$ 9.78</u>

Non-vested stock options activity, under the Former Parent, during the Period from December 27, 2020, to July 2, 2021, was as follows:

	Non-vested options	Weighted average exercise price
<b>Outstanding as of December 26, 2020</b>	63,334	8.83
Granted	—	—
Vested	(63,334)	8.83
Forfeited	—	—
<b>Outstanding as of July 2, 2021</b>	<u>—</u>	<u>\$ —</u>

The former options were redeemed as part of the Transaction and are no longer outstanding.

*Restricted Stock Units of the Former Parent*

The Former Parent awarded restricted stock units to certain employees of the Company. Restricted stock units are valued at the closing stock price the day of the grant date. Compensation costs associated with these restricted shares are amortized on a straight-line basis over the vesting period and recognized as an increase in additional paid-in capital.

Restricted stock activity, under the Former Parent, during the period from December 27, 2020, to July 2, 2021, was as follows.

	Number of RSUs	Weighted Average Fair Value at Grant Date
<b>Balance as of December 26, 2020</b>	22,460	9.98
Granted	—	—
Vested	(18,594)	9.51
Forfeited	(3,866)	12.22
<b>Balance as of July 2, 2021</b>	<u>—</u>	<u>\$ —</u>

*Performance Stock Units of the Former Parent*

The Former Parent awarded performance stock units (“PSU’s”) to certain employees of the Company. The following represents the rollforward of the PSU’s awarded by the Former Parent to the Company’s employees.

	Number of PSUs	Weighted Average Fair Value at Grant Date
<b>Balance as of December 26, 2020</b>	26,500	14.40
Granted	—	—
Vested	—	—
Forfeited	(26,500)	14.40
<b>Balance as of July 2, 2021</b>	<u>—</u>	<u>\$ —</u>

Notes to the Consolidated Financial Statements

**Stock Compensation Expense Recognized under Former Parent**

The Company recorded \$0.3 million of expense related to stock awards for the period from December 27, 2020 to July 2, 2021.

**(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, 2023 and 2022:

(In thousands)	Total	12/31/2023 Fair value measurements using		
		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	<u>\$ 12,328</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 12,328</u>
(In thousands)	Total	12/31/2022 Fair value measurements using		
		Level 1	Level 2	Level 3
Non-recurring assets:				
Impaired accounts and notes receivable, net of unrecognized revenue	\$ 2,990	\$ —	\$ —	\$ 2,990
Total non-recurring assets	<u>\$ 2,990</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,990</u>
Recurring liabilities:				
Contingent consideration included in obligations due to former ADs, franchisees and others	\$ 539	\$ —	\$ —	\$ 539
Interest rate swap agreement	—	—	—	—
Total recurring liabilities	<u>\$ 539</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 539</u>

Notes to the Consolidated Financial Statements

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, 2023 and 2022.

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 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.

*Contingent consideration included in long-term obligations:* Contingent consideration is carried at fair value. The fair value of these obligations was determined based upon the estimated future net revenues of the acquired businesses.

### 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, and due to ADs:* 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

The Company calculates 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 current provision is the amount of tax payable or refundable on the basis of a hypothetical, current year separate return. The Company provides deferred taxes on temporary differences and any carryforwards it could claim on its hypothetical separate return and assesses the need for a valuation allowance on the basis of the Company's projected results.



**LT Holdco, LLC and Subsidiaries**

**Notes to the Consolidated Financial Statements**

Components of income tax expense for the years ended December 31, 2023 and 2022, the period from July 3, 2021, to December 31, 2021, and the period from December 27, 2020, to July 2, 2021, were as follows:

(In thousands)	Successor			Predecessor
	Year Ended		Period From	Period From
	12/31/2023	12/31/2022	7/3/2021 - 12/31/2021	12/27/2020 - 7/2/2021
Current:				
Federal	\$ 104	\$ 251	\$ 10	\$ 1,513
State	44	105	—	—
Foreign	632	(824)	1,958	966
Current Tax expense (benefit)	780	(468)	1,968	2,479
Deferred:				
Federal	6,890	(526)	(5,076)	—
State	2,019	(179)	(1,460)	—
Foreign	259	(230)	(95)	(17)
Deferred tax expense (benefit)	9,168	(935)	(6,631)	(17)
Total income tax expense (benefit)	\$ 9,948	\$ (1,403)	\$ (4,663)	\$ 2,462

For the years ended December 31, 2023 and 2022, the period from July 3, 2021, to December 31, 2021, and the period from December 27, 2020, to July 2, 2021, income (loss) before taxes consisted of the following:

(In thousands)	Successor			Predecessor
	Year Ended		Period From	Period From
	12/31/2023	12/31/2022	7/3/2021 - 12/31/2021	12/27/2020 - 7/2/2021
U.S. Operations	\$ (91,592)	\$ (4,186)	\$ (29,709)	\$ 42,338
Foreign operations	3,077	815	7,099	3,770
Income (loss) before income taxes	\$ (88,515)	\$ (3,371)	\$ (22,610)	\$ 46,108

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, the period from July 3, 2021, to December 31, 2021, and the period from December 27, 2020, to July 2, 2021:

(In thousands)	Successor			Predecessor
	Year Ended		Period From	Period From
	12/31/2023	12/31/2022	7/3/2021 - 12/31/2021	12/27/2020 - 7/2/2021
Computed "expected" income tax expense (benefit)	\$ (18,588)	\$ (698)	\$ (4,698)	\$ 9,683
Increase (decrease) in income taxes resulting from:				
Current state taxes	(4,525)	83	—	—
State income taxes, net of federal benefit	—	(179)	(1,460)	—
Nondeductible expenses	75	104	61	20
Goodwill impairment expense	6,062	—	—	—
Stock compensation expense	—	—	—	(200)
Foreign tax rate differential	164	(3)	391	204
Rate change	—	—	—	—
Valuation allowance	26,316	—	—	(7,422)
Remeasurement of deferreds	—	(14)	—	—
Global intangible low-taxed income ("GILTI")	—	157	1,120	376
Return to provision	309	(865)	—	14
Other	135	12	(77)	(213)
Total income tax expense (benefit)	\$ 9,948	\$ (1,403)	\$ (4,663)	\$ 2,462

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, 2023 and 2022, were as follows:

(In thousands)	Successor	
	12/31/2023	12/31/2022
Deferred tax assets:		
Federal and state net operating loss carryforward	\$ 4,731	\$ 3,208
Intangible, franchise and AD rights	19,213	6,863
Allowance for doubtful accounts	1,563	1,727
Deferred revenue	214	392
Unrealized gain/loss	229	324
Lease liability	918	2,354
Interest carryforward	2,166	—
Stock compensation	59	—
Total deferred tax assets (before valuation allowance)	29,093	14,868
Valuation allowance	(26,316)	—
Total deferred tax assets (after valuation allowance)	2,777	14,868
Deferred tax liabilities		
Property, equipment and software (U.S.)	(846)	(1,266)
Intangible assets	(562)	(1,775)
Right-of-use assets	(960)	(2,214)
Other current assets	(409)	(447)
Total deferred tax liabilities	(2,777)	(5,702)
Net deferred tax assets	\$ —	\$ 9,166

As of December 31, 2023, the Company has gross U.S. federal net operating losses of \$17.5 million, which do not expire, and state net operating losses of \$18.6 million, a portion of which will 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, 2023, the Company's earliest open tax year for U.S. federal income tax purposes was the fiscal year ended December 27, 2020.

Pursuant to ASC 740-30-25, the Company asserts that the undistributed earnings of its foreign subsidiary, Liberty Tax Canada, as of December 31, 2023, 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, 2023, since the Company was acquired by NextPoint Financial Inc on July 2, 2021, are \$11.3 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, 2023, no uncertain tax position liabilities, interest or penalties related to any uncertain tax positions were recorded.

Notes to the Consolidated Financial Statements

**(13) Related Party Transactions**

Transactions entered into between the Company and Parent and Former Parent are related party transactions. Transactions with the Parent and Former Parent include various services and administration functions provided by the Parent and Former Parent, cash management including treasury functions provided by the Parent and 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 Company has allocated costs for services and administrative functions provided by the Parent and Former Parent, including, but not limited to, executive management, legal, finance, marketing, and human resources. The allocations are generally determined using a percentage of total revenue. Management of the Company, Parent and Former Parent consider these allocations to be a reasonable reflection of the utilization of services by, or benefits provided to, the Company. However, these allocations may not reflect the expense the Company would have incurred as a standalone entity for the periods presented.

For the years ended December 31, 2023 and 2022, the period from July 3, 2021, to December 31, 2021, and the period from December 27, 2020, to July 2, 2021, a total of \$7.2 million, \$5.8 million, \$2.1 million and \$1.5 million of corporate expenses were allocated to the Company by the Parent and Former Parent, respectively.

(In thousands)	Successor			Predecessor
	Year Ended		Period From	Period From
	12/31/2023	12/31/2022	7/3/2021 - 12/31/2021	12/27/2020 - 7/2/2021
Employee compensation and benefits	\$ 3,350	\$ 3,136	\$ 1,018	\$ 1,271
Professional fees and insurance	3,835	2,618	1,090	244
Total charge, net	<u>\$ 7,185</u>	<u>\$ 5,754</u>	<u>\$ 2,108</u>	<u>\$ 1,515</u>

As of December 31, 2023 and 2022, there were no related party receivable or payable balances outstanding.

***M. Brent Turner***

M. Brent Turner was the Chief Executive Officer of the Company until March 30, 2023. As of December 31, 2023, Mr. Turner held 0% of NextPoint's Common Shares related to both his termination of services and the CCAA Proceedings. As of December 31, 2022, Mr. Turner held approximately 2%, of NextPoint's Common Shares, directly or through entities under his control.

- *Revolution Financial, Inc.* Mr. Turner, through an affiliate, owned a 34% equity interest in Revolution Financial, Inc. (“**Revolution**”). The material assets of Revolution were sold to a third party, FlexShopper, Inc., on December 1, 2022. Subsidiaries of the Company are or were party to the following agreements with Revolution:
- *Revolution Financial Tax Program Agreement.* The Company was party to a one-year Tax Program Agreement (the “**Revolution Tax Program Agreement**”) with Revolution effective as of November 20, 2020. Effective November 20, 2021, the Company extended the Revolution Tax Program Agreement for another year under the same terms and conditions discussed below, and the Revolution Tax Program Agreement expired effective November 20, 2022. The Revolution Tax Program Agreement allowed Revolution to use Liberty Tax’s tax preparation systems, certain identified intellectual property licensed from Liberty Tax, and other expertise from Liberty Tax to offer tax preparation services to consumers in Revolution locations. Pursuant to the terms provided in the Revolution Tax Program Agreement, (i) Revolution would pay to the Company 60% of the Gross Receipts (as defined in the Revolution Tax Program Agreement) generated by the tax preparation services provided as part of the program, (ii) the Company would pay up to five thousand dollars (\$5,000) per Revolution location towards the cost associated with replacing the

Notes to the Consolidated Financial Statements

exterior signage of Revolution locations with Liberty branded signage, and (iii) the Company would pay 60%, and Revolution would pay 40%, of the costs associated with local store marketing materials. For the year ended December 31, 2022, the period from July 3, 2021, to December 31, 2021, and the period from December 27, 2020, to July 2, 2021, the Company earned less than \$0.1 million in royalties related to the Revolution Tax Program Agreement and incurred no expenses.

- *Revolution Financial Loan Program Agreement.* The Company was party to a one-year Loan Program Agreement (the “**Revolution Loan Program Agreement**”) with Revolution effective as of December 2, 2020. Effective December 2, 2021, the Company extended the Revolution Loan Program Agreement for another year under the same terms and conditions discussed below, and the Revolution Loan Program Agreement expired effective December 2, 2022. The Revolution Loan Program Agreement provided that Revolution would use its lending platform and expertise to offer consumer lending in Liberty Tax locations. Pursuant to the terms provided in the Revolution Loan Program Agreement, the Company and/or its franchisees would pay Revolution a one-time fee of ten thousand dollars (\$10,000) as a software license fee for each location that participates in the program. Revolution would pay a management fee to the Company and/or franchisee in an amount equal to fifty percent (50)% of the monthly net revenue (as defined in the Revolution Loan Program Agreement) during each calendar month (or portion thereof). During the year ended December 31, 2022, the period from July 3, 2021, to December 31, 2021, and the period from December 27, 2020, to July 2, 2021, the Company did not earn any fees or incur any expenses related to the Revolution Loan Program Agreement.
- *Revolution Management Services Agreement.* On July 22, 2022, the Company entered into a Management Services Agreement with Revolution (the “**Revolution MSA**”) under which it will provide 1. retail management services involving the oversight and operation of certain store locations; 2. underwriting and analytics services, and other technology tools and services; 3. treasury management and accounting services; 4. collection management and call-center strategies and services; and 5. legal, compliance and marketing services. As compensation for these services, Revolution paid JTH Financial, LLC, a monthly fee of one-thousand dollars through maturity of the agreement on December 31, 2022.
- *Credit Saint.* The Company entered into a Referral and Joint Marketing Agreement with Credit Saint, a New Jersey limited liability company on December 31, 2021. Mr. Turner acquired a 17% equity interest in Credit Saint in February 2022. Credit Saint is in the business of providing credit repair services to businesses and individuals. Pursuant to the agreement with Credit Saint, JTH Tax LLC agreed to promote the referral of prospects by its franchisees to Credit Saint for credit repair services in exchange for certain specified referral fees. The agreement carries an initial term through December 31, 2024, after which time it automatically renews for one-year periods unless either party provides written notice to the other at least ninety days prior to the end of the initial term or any renewal term. During the year ended December 31, 2023 and the year ended December 31, 2022, Credit Saint paid the Company less than ten thousand dollars in commissions. The Company terminated the agreement with Credit Saint on May 26, 2023.

**M. Ghazi Dakik**

*Revolution Financial, Inc.* M. Ghazi Dakik was the Chief Legal and Compliance Officer of the Company until March 30, 2023. As of December 31, 2022, Mr. Dakik was a minority equity holder in Revolution. See above for a description of agreements between the Company and Revolution.

## 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.

*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 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.

The Company expects that the 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. 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 are only applicable to the 2023 tax filing season.

Notes to the Consolidated Financial Statements

*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 promotion was deceptive and misleading as franchisees in the District allegedly increased their prices to offset offering the Cash-In-A-Flash 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 in early 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.

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.

*Parent Company Credit Facility Guarantee*

On July 2, 2021, in connection with the acquisition of the Company by the Parent from the Former Parent, the Parent entered into a \$200 million revolving credit facility. As part of the CCAA Proceedings and approval of the sale of the Company as described in Note 1, the Parent was released of this obligation in 2023.

**(15) Selling, General and Administrative Expenses**

Selling, general and administrative expenses for the years ended December 31, 2023 and 2022, the period from July 3, 2021, to December 31, 2021, and the period from December 27, 2020, to July 2, 2021, were as follows:

(In thousands)	Successor			Predecessor
	Year Ended		Period From	Period From
	12/31/2023	12/31/2022	7/3/2021 - 12/31/2021	12/27/2020 - 7/2/2021
Employee compensation and benefits	\$ 28,037	\$ 30,464	\$ 10,374	\$ 20,431
AD expense	1,214	2,550	428	6,508
Advertising expense	14,388	13,798	4,849	8,195
Professional fees	7,106	8,270	3,504	3,202
Bad debt expense	2,587	1,445	2,196	2,460
Software, computer and office supplies	11,595	9,799	2,902	6,375
Other	15,069	17,797	6,951	9,258
Total selling, general and administrative expense	<u>\$ 79,996</u>	<u>\$ 84,123</u>	<u>\$ 31,204</u>	<u>\$ 56,429</u>

Notes to the Consolidated Financial Statements

**(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, 2023 and 2022, were as follows:

(In thousands)	Successor	
	Year Ended	Year Ended
	12/31/2023	12/31/2022
Balance at beginning of period	\$ 35	\$ 7,475
Transfer out from property, equipment, and software	—	(32)
Disposal	(35)	(7,408)
Balance at end of period	\$ —	\$ 35

**(17) Employee 401(k) Plan**

Effective October 1, 2021, all employees became eligible for the defined-contribution 401(k) plan of 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
	Year Ended		Period From	Period From
	12/31/2023	12/31/2022	7/3/2021 - 12/31/2021	12/27/2020 - 7/2/2021
Contribution Expense	\$ 388	\$ 431	\$ 72	\$ —

**(18) Subsequent Events**

The Company evaluated events or transactions occurring after December 31, 2023, through May 10, 2024, 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 2, 2024, the Restructuring Transaction was completed, and as a result, the assets and liabilities of the Company will be recognized at fair value in accordance with ASC 805 - "Business Combinations".

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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 2024 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 Bexley, Ohio on the 10th day of May 2024.

**Guarantor:**

**LT Holdco, LLC**

a Delaware limited liability company

By: 

Name: Nick Evans

Title: 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 Bexley, Ohio on the 10th day of May 2024.

**LT Holdco, LLC**  
a Delaware limited liability company

By:   
Name: Nick Evans  
Title: 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 2024 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 Bexley, Ohio on the 10th day of May 2024.

**LT Holdco, LLC**  
a Delaware limited liability company

By: 

Name: Nick Evans

Title: Chief Financial Officer

**EXHIBIT I**

**TABLE OF CONTENTS OF**  
**OPERATIONS MANUAL**

**AND**

**CONFIDENTIALITY AGREEMENT**



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## 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:

<b>State</b>	<b>Effective Date</b>
California	Pending
Hawaii	Pending
Illinois	Exempt
Indiana	Exempt
Michigan	Pending
Minnesota	Pending
New York	Exempt
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Wisconsin	Pending

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

## EXHIBIT K

### 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: May 10, 2024.

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 May 10, 2024 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)**

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- H. Financial Statements and Guarantee of Performance
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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)**