FRANCHISE DISCLOSURE DOCUMENT

Harris Research, Inc.
a Utah Corporation
3310 West End Avenue, Suite 620
Nashville, TN 37203
(800) 841-6583
www.chemdry.com

The franchise offered is for the operation of a Chem-Dry business which provides carpet cleaning, upholstery cleaning, spot removal, protective services and other authorized services to residential and commercial customers.

The total investment necessary to begin operation of a Chem-Dry franchised business is $69,145 to $204,714. This includes $59,995 to $113,714 that must be paid to the franchisor or its affiliate(s).

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact your sales representative at 3310 West End Avenue, Suite 620, Nashville, TN 37203.

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 and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information 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, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date of this Franchise Disclosure Document: April 1, 2022, as amended January 30, 2023

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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:

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

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What You Need to Know About Franchising Generally

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

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

Your state also may have laws that require special disclosures or amendment s 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.

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Special Risks to Consider About This Franchise

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

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

2. The franchise agreement states that Tennessee law governs the agreement, and this law may not provide the same protections and benefits as local law. You may want to compare these laws.

3. **Mandatory Minimum Payments**. You must make minimum, advertising, and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

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

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise 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, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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i. The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise disclosure are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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:

State of Michigan
Office of the Attorney General
Consumer Protection Division
Franchise Section
525 W. Ottawa Street
Lansing, MI 48913
517-373-7117

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor is Harris Research, Inc., which will be referred to as "HRI", "we" or "us" in this disclosure document. We will refer to the person who buys the franchise as "you" throughout the disclosure document.

HRI is a Utah corporation incorporated in March 1994 with its principal business address at 3310 West End Avenue, Suite 620, Nashville, TN 37203. Our previous principal business address was 124 12th Ave. South, Suite 300, Nashville, TN 37203. We have an additional location at 1530 North 1000 West, Logan, UT 84321, which was HRI's principal address from 1993 to May 2012. HRI was originally incorporated in California in November 1977. HRI's agent for service of process is disclosed in Exhibit A.

On July 10, 2019, BELFOR (USA) Group, Inc., a Colorado corporation incorporated on June 9, 1995 ("BELFOR"), acquired control of HRI's parent, HRI Holdings, Inc., a Delaware corporation incorporated on August 10, 2011 ("HRI Holdings") from Baird Capital Partners ("BCP"), and HRI Holdings became a wholly owned subsidiary of BELFOR. BELFOR is a wholly owned subsidiary of BELFOR Holdings, Inc. ("BHI"), a Delaware corporation incorporated on May 24, 2006. BELFOR and BHI are located at 185 Oakland Ave, Suite 150, Birmingham, MI 48009. BELFOR offers property and electronic restoration, machinery refurbishment, data and document restoration, mold remediation, emergency and rapid disaster response. BELFOR does not currently operate any, nor has it offered, franchises in this line of business or any other line of business, although it reserves the right to do so in the future. As of December 31, 2021, BELFOR owns and operates 187 company owned locations in the United States and 41 locations in Canada.

BHI is wholly owned by ASP BF Intermediate Sub, LLC, a Delaware limited liability company formed on December 21, 2018. Its principal business address is 299 Park Avenue, 34th Floor, New York NY 10171. ASP BF Intermediate Sub, LLC purchased BHI on April 4, 2019.

HRI began offering Chem-Dry Franchises in 1994 after its predecessors started offered Chem-Dry Franchises in September 1978. HRI does business under the names "Chem-Dry" and "Harris Research, Inc." From May 2003 through December 2012, HRI offered N-Hance® wood cleaning, coating, protection and other wood care and renewal product and services franchises in the United States and in Canada until August 2017. In a reorganization effective on December 31, 2012, HRI contributed the assets and liabilities (including the then effective franchise agreements) associated with the N-Hance franchise program in the United States to NHance, Inc., a Delaware corporation incorporated on December 19, 2012 ("NHI"), and then distributed all of the ownership interests in NHI to HRI Holdco, LLC, which was owned by BCP. As a result of that reorganization, HRI became NHI's affiliate. On December 31, 2019, NHI became a wholly owned subsidiary of HRI Holdings. At December 31, 2021, 1,692 Chem-Dry franchises were open and operating in the United States.

HRI and its affiliate Devere International, Inc. continue to offer master franchises for N-Hance businesses in other countries and currently have master franchises in Canada and Lebanon. Aside

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from N-Hance franchises, neither HRI nor any predecessor or parent has offered franchises in any other line of business.

HRI affiliated companies currently offering franchises or services to franchisees include:

Company	State/Type of Entity	Date of Formation	Principal Address	Number of U.S. Outlets	Industry
NHance, Inc. ("NHI")	Delaware corporation	Dec. 19, 2012	3310 West End Avenue, Suite 620 Nashville, TN 37203[1]	317	Wood cleaning, coating, protection and other wood care and renewal products and services for wood flooring, cabinetry, trim and other wood furnishings
Devere International, Inc. ("DII")	California corporation	Sept. 1987	3310 West End Avenue, Suite 620, Nashville, TN 37203[1]	None	Offers Chem-Dry and N-Hance master franchises outside of the United States and Canada

BELFOR or BFG owns the companies that offer franchises listed in the chart below. The franchising companies have offered franchises since their year of formation, only offer franchises in the Franchise Offering column in the chart, and have never offered franchises in any other line of business. All of the BFG companies in the chart below have the following principal business address: 731 Fairfield Court, Ann Arbor, MI 48108, except the Canadian companies have the following principal business address: 3300 Bridgeway Street, Vancouver, British Columbia V5K 1H9.

Winmar, a subsidiary of BELFOR, has a principal business address of 185 Oakland Ave., Suite 150, Birmingham, Michigan 48009.

The Canadian companies, including Winmar, offer franchises for sale in Canada.

[1] Previously located at 124 12th Ave. South, Suite 300, Nashville, TN 37203.

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Company	State/Type of Entity	Date of Formation	Number of U.S. Outlets on 12/31/21	Franchise Offering
BFG				
HOODZ International, LLC ("HOODZ")	Delaware limited liability company	Oct. 3, 2008	128	Performing commercial kitchen exhaust system cleaning, inspection, maintenance and restoration services.
DUCTZ International, LLC ("DUCTZ")	Michigan limited liability company	Mar. 30, 2004	72	HVAC restoration and duct cleaning services to various large volume, emergency, and rapid response projects.
1 800 WATER DAMAGE International, LLC ("1 800 WD") (predecessor is LLB Group, Inc., (f/k/a The Cure Services Group, Inc., which offered and sold 1 800 WD franchises from 2003 until 2013)	Delaware limited liability company	Apr. 16, 2015	152	Water damage restoration services, carpet cleaning services, mold remediation, odor removal, fire and smoke and related cleaning services.
PACKOUTZ International, LLC ("BLUE KANGAROO PACKOUTZ")	Delaware limited liability company	August 29, 2019	10	Contents restoration, packing, cleaning, and permanent climate-controlled storage.
PLUMBERZ International, LLC ("Z PLUMBERZ") (predecessor is Plumbing Professors, LLC, formed on Oct. 18, 2006, (formerly known as North American Service Group, LLC, and ROOTER1, LLC)	Delaware limited liability company	Mar. 25, 2019	19	Plumbing, sewer, and drain service to residential, commercial, and industrial buildings.

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Company	State/Type of Entity	Date of Formation	Number of U.S. Outlets on 12/31/21	Franchise Offering
Patch Boys International, LLC ("THE PATCH BOYS")	Delaware limited liability company	May 6, 2020	192	Performing light restoration and reconstruction services in residential homes and commercial businesses.
HOODZ Canada, Inc.	Federal company (Canada)	Oct. 4, 2011	0	Performing commercial kitchen exhaust system cleaning, inspection, maintenance and restoration services.
1-800 BOARDUP International, LLC*	Delaware LLC	July 8, 2022	85	Emergency structural stabilization services
Cool Binz International, LLC ("COOL BINZ")	Michigan LLC	September 29, 2022	0	Temperature-controlled portable storage solutions
Safer Home Services International, LLC	Michigan LLC	September 29, 2022	2	Residential and commercial pest control
DUCTZ Canada, Inc.	Federal company (Canada)	Jan. 12, 2018	2	HVAC restoration and duct cleaning services to various large volume, emergency, and rapid response projects.
1 800 WATER DAMAGE Canada, Inc.	Federal company (Canada)	Jan. 12, 2018	0	Water damage restoration services, carpet cleaning services, mold remediation, odor removal, fire and smoke and related cleaning services.
Redbox+ International, LLC ('Redbox+")	Michigan LLC	May 28, 2021	253	Roll-off container/portable toilet combination using our patented technology

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BELFOR				
Winmar (Canada) International Ltd. ("Winmar") (predecessor is Winmar International, Inc.)	Federal company (Canada)	Dec. 7, 2018	84	Restoration services for residential and commercial properties across Canada that specialize in water damage, fire and smoke restoration services, mold inspection and removal as well as damage restoration and recovery.

** 1-800 BOARDUP International, LLC is a "fractional franchise" as it is defined in 16 CFR §436,2(d)(2007). In some states, 1-800 BOARDUP, International, LLC is not considered a franchise.

Our Franchise. HRI has designed and developed a method for establishing, operating and performing carpet and upholstery/drapery cleaning, including area rug cleaning, spot removal, protectant services, wood floor cleaning, and tile and stone care services to residential and commercial customers, using HRI's Chem-Dry specifications, standards, operating procedures, supplies and specialized equipment, all of which may be improved, further developed, or otherwise modified (the "Chem-Dry Business" or "Business"). HRI developed and manufactures the cleaning solutions sold to and used by Chem-Dry Businesses.

To become a franchisee of a Chem-Dry Business, you must enter into the Franchise Agreement (the "Franchise Agreement") and issue the Business Note (the "Business Note") attached as Exhibit B and Exhibit C. If a franchisee is an entity, all owners with more than a 5% ownership interest must sign the Guaranty and Assumption of Obligation attached to the Franchise Agreement and co-sign the Business Note. Under the Franchise Agreement, you must offer and perform carpet and area rug cleaning, upholstery cleaning, spot removal and protecting services, including removing red stains, treating pet urine odor on carpets and imparting stain resistance to carpet fibers that we mandate (the "Required Services"). You also may offer and perform additional services ("Additional Services") that we first approve for as long as you meet the requirements for continuing to offer the Additional Services. We refer to the Required Services and the Additional Services as the "Approved Services." We may require that you first successfully complete additional training and/or purchase of additional equipment and cleaning solutions. The current list of Additional Services includes leather and vinyl cleaning, carpet repair, carpet spot dyeing, vinyl composite tile cleaning services, wood floor cleaning, and dryer vent cleaning. We reserve the right to change the lists of Required Services and Additional Services at any time in our discretion. Your Franchise Agreement identifies a non-exclusive "Franchised Area" that we assign in which you must deliver the Approved Services. The population of a Franchised Area determines the number of Chem-Dry Businesses that the Franchised Area can sustain according to the formula of one Chem-Dry franchise per 60,000 residents. Multiple Chem-Dry Businesses may serve the same Franchised Area.

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Competition. The general market for the services provided through Chem-Dry Businesses is developed. Customers are mostly residential although many, but not all, franchisees service commercial accounts. The seasonality of sales varies geographically and by climate. The competition is other carpet cleaning and similar businesses, some of which are part of national chains or are franchised, and others are local businesses which may concentrate on carpet cleaning or offer carpet cleaning as part of overall cleaning services. Most of the competition uses steam cleaning and other forms of cleaning, which are different from HRI's patented carbonating cleaning system.

Regulations. You must comply with federal, state, and local health and environmental laws concerning the proper handling and disposal of cleaning products used in, and wastewater generated by, the Chem-Dry Business and to offer the Required Services and, if applicable, any of the Approved Services. You should investigate the application of these laws further and make inquiries about other laws that may be applicable to your Chem-Dry Business.

ITEM 2
BUSINESS EXPERIENCE

Director: Sheldon Yellen

Mr. Yellen became a Director of HRI Holdings on July 10, 2019. Mr. Yellen has served as Chief Executive Officer for DUCTZ, BFG, and DZNA, located in Ann Arbor, MI, since July 2007. Mr. Yellen has served as Chief Executive Officer of HOODZ and HZNA, located in Ann Arbor, MI, since September 2008. Mr. Yellen has served as Chief Executive Officer of 1-800 WD and WDNA, located in Ann Arbor, MI, since October 2015. Mr. Yellen has served as Chief Executive Officer of BELFOR located in Birmingham, MI since April 2004. Mr. Yellen has served as Director and CEO of BELFOR Holdings, in Birmingham, MI, since its inception in September 2006.

Executive Chairman: Rusty Amarante

Mr. Amarante became Executive Chairman of HRI Holdings on July 10, 2019. Mr. Amarante has served as President of DUCTZ and President of BFG and DZNA located in Ann Arbor, MI since March 2012. Mr. Amarante served as President of HOODZ from March 2012 to September 2016, and has served as President for HZNA, which are both located in Ann Arbor, MI, since March 2012. Mr. Amarante served as President of 1-800 WD from October 15, 2015 to August 2018 and has served as President of WDNA, both located in Ann Arbor, MI, since October 2015. Mr. Amarante has served as Director of Operations for BFG in Birmingham, MI, since November 1999.

President: Edward Quinlan

Mr. Quinlan became President of Chem-Dry, in Logan, Utah, in October 2019. Previously, he served as Senior Vice President of Operations of Chem-Dry since July 1, 2018 and was Director of Marketing in Logan, Utah from July 2006 until July, 2018.

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Senior Vice President of Franchise Sales and Development: Doug Smith

Mr. Smith joined HRI in August 2015 as Senior Vice President of Franchise Sales and Development in Nashville, TN. He has served in the same capacity for our affiliate BFG, located in Ann Arbor, MI, since September 2019.

Senior Vice President of Marketing: William Zinke

Mr. Zinke joined HRI as Vice President of Marketing for Chem-Dry in May 2012 and was named Senior Vice President of Marketing in January 2018. He has served in the same capacity for our affiliates DDG since March 16, 2018 and for BFG, located in Ann Arbor, MI, since December 2019.

Senior Vice President of Legal and Franchise Administration: Melanie Parker

Ms. Parker became Senior Vice President of Legal and Franchise Administration for HRI, in Nashville, TN, in June 2019. Previously, she served as Vice President of Legal and Franchise Administration of HRI and NHI from October 2015 to June 2019 and was Director of Franchise Administration for NHI and HRI in Nashville, TN from June 2012 until October 2015. She has served in the same capacity for our affiliates DDG since March 2018 and BFG, located in Ann Arbor, MI, since September 2019.

Chief Financial Officer: Janette Sims

Ms. Sims became Chief Financial Officer for HRI, DDG, and NHI, in Nashville, TN, in November 2020. Previously she was Controller of HRI and NHI from August 2014 until November 2020. She has served in the same capacity for DDG since March 2018.

Vice President of Training and Development: Jotham Hatch

Mr. Hatch joined HRI in Logan, Utah in July 2003. He has been the Vice President of Training and Development in Logan, Utah since June 2018, after serving as our Technical Training Director from August 2007 until June 2018.

ITEM 3
LITIGATION

Pending Actions:

No pending actions are required to be disclosed in this disclosure document.

Prior Actions:

Brian Robert Neidig v. Home Depot and HRI, Docket No. L-706-10 in the Superior Court of New Jersey, filed on February 18, 2010. This former Chem-Dry franchisee filed an action against HRI for fraud and breach of contract, without specifying any damages. HRI moved compel arbitration against Neidig, the American Arbitration Association, Case No. 77 114 E 00222 10 LGB. HRI's

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motion was granted and the New Jersey court case was dismissed on April 30, 2010. Neidig did not respond to HRI's Arbitration Demand, and the arbitration was held in abeyance until January 19, 2012, when Neidig filed a counterclaim against HRI, and sought to proceed with the arbitration. Neidig alleged HRI misrepresented the nature of its franchise system, breached the franchise agreement, and interfered with his business operations. Neidig sought compensatory and punitive damages totaling $5 million. HRI denied all of Neidig's allegations and defended the claims, which were settled shortly before the scheduled arbitration for a payment of $20,000 to Neidig by HRI. The arbitration was dismissed on October 30, 2012.

Hospitality Future Labs, LLC and Adam Schroder v. Harris Research, Inc., et al., No.: 22-0000081 (Haw. Cir. Ct. Filed March 24, 2022). This matter was filed in the Circuit Court of Hawai'i, Second Circuit by a former Chem-Dry franchisee against HRI and several individual defendants alleging breach of contract, breach of fiduciary duties, tortious interference, defamation, conversion, statutory violations, and infliction of emotional distress. The former franchisee is seeking damages in excess of $100,000. There is a parallel arbitration proceeding as *HRI v. Hospitality Future Labs, LLC and Adam Schroder*, AAA No. 01-21-0004-1006, before the American Arbitration Association. The franchisee is seeking to stay arbitration, but discovery is otherwise ongoing.

Governmental Actions:

No governmental actions are required to be disclosed in this disclosure document.

Franchisor Initiated Suits:

Harris Research, Inc. v. Greenway Associates, Inc. et al, Civ. No. 1:16-cv-00114, U.S. District Court for District of Utah. HRI filed this Complaint on August 19, 2016, against this former Chem-Dry franchisee and its guarantor alleging violation of the Franchise Agreements' post-termination obligations including failure to cease use of HRI's trademarks and proprietary products, for operating a competitive business, and for amounts owed, and seeking injunctive relief, damages and attorney's fees. On November 1, 2016, defendant Greenway Associates, Inc. filed a Counterclaim against HRI, including a demand for $2.2 million in damages, based on claims of breach of contract and breach of covenant of good faith and fair dealing. On December 30, 2016, HRI filed a motion to compel arbitration of the claims in the lawsuit before the American Arbitration Association, which was opposed by the Defendants. On January 27, 2017, the Court entered an Order granting HRI's Motion to Compel Arbitration and stayed the lawsuit pending completion of the arbitration. On November 30, 2017, the parties reached a settlement of all claims. The franchisee agreed to pay HRI a confidential amount, dismiss its Counterclaim, and to otherwise comply with the post-termination provisions of the Franchise Agreements.

Additional franchisor-initiated suits: The cases listed on Exhibit A-2 were filed by HRI in 2021 to collect unpaid franchise fees and other amounts due to HRI, to compel the return of proprietary equipment, to enforce system standards and enforce post-termination obligations. There are no filed counterclaims against HRI in these suits.

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

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ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

You must pay HRI an initial fee specified in the Charts below, which will vary depending upon how many Chem-Dry franchises that you already own and the type of franchise that you purchase. Chart A states the initial fee associated with acquiring your first franchise. Chart B states the initial fee for acquiring an additional franchise if you are already a Chem-Dry franchisee.

Initial Franchise Acquisition

If you are purchasing your first Chem-Dry franchise, the initial fee (the "Initial Fee") comprises an Initial Licensee Fee, a New Business Set Equipment Package and a Product, Marketing and Operations Package having these components:

Chart A - Initial Franchise Acquisition

INITIAL LICENSE FEE[1]	PLUS	NEW BUSINESS SET EQUIPMENT PACKAGE[2]	TOTAL INITIAL FEE
$23,500	+	Executive Portable Package Equipment Package plus Product, Marketing and Operations Package Price of $36,495	$59,995
$23,500	+	Executive Truck Mount Package Equipment Package plus Product, Marketing and Operations Package Price of $57,995	$81,495
$23,500	+	Executive Truck Mount Direct Drive Package Equipment Package plus Product, Marketing and Operations Package Price of $62,995	$86,495

[1]If you pay the Initial License Fee when you sign your Franchise Agreement or within 6 months after you sign your Franchise Agreement and the Business Note, we will discount the Initial License Fee by $2,820 so your Initial License Fee will be $20,680.

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[2]New Business Set Package pricing does not include state or local taxes, which may increase the amount you must spend.

You may add the following equipment for providing Additional Services to any of the New Business Set Packages:

ADD ON EQUIPMENT OPTIONS	PRICE[1]
Power Base 10X Kit	$4,040
PowerHead® Kit	$3,995
Tile and Stone Service Package for Truck Mount Equipment	$3,895
Tile and Stone Service Package for Portable Equipment	$7,495
Commercial Carpet Encapsulation Machine	$3,295 - $3,345
Wood Floor Scrubber / XL Wood Floor Scrubber	$4,495 - $6,995

[1]Equipment pricing does not include state or local taxes, which may increase the amount you must spend. We may require that you complete additional training successfully before we ship you this optional equipment or we authorize you to commence offering Additional Services to be performed using any of this add-on equipment.

The Initial Fees listed above are non-refundable. You must execute the Equipment Agreement in Exhibit B to the Franchise Agreement to purchase the equipment for your chosen option(s).

Additional Franchise Acquisition

Chart B is for the acquisition of additional Chem-Dry Businesses by an existing Chem-Dry franchisee. These options are available to franchisees that are in compliance with their franchise agreements and current franchise entry standards, and to new franchisees purchasing a franchise in addition to their initial Chem-Dry franchise acquisition.

Chart B - Additional Franchise Acquisition

FRANCHISE TYPE	INITIAL LICENSE FEE[1]
Expansion Franchise – an "Expansion Franchise" does not include any part of a New Business Set Package.	$18,000
Small Market Franchise – a "Small Market Franchise" is generally defined as an area with a population of fewer than 120,000 and no current Chem-Dry presence. This franchise offering does not include any part of a New Business Set Package.	$6,000

[1] If you pay the Initial License Fee when you sign your Franchise Agreement or within 6 months after you sign your Franchise Agreement and the Business Note, we will discount the Initial

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License Fee by 12%, or $2,160 for a net Initial License Fee of $15,840 for an Expansion Franchise, or $720 for a net Initial License Fee of $5,280 for a Small Market Franchise.

The Initial Fees listed above are non-refundable. Prior to an Additional Franchise Acquisition, HRI reserves the right to require that you demonstrate to our satisfaction that you are developing your current Franchised Area(s) to the full market potential, have sufficient equipment and crew to manage additional franchises, and that you are in good standing with HRI. "Good standing" means you are not in default under all franchise agreements with HRI and its affiliates, and no events or conditions have occurred that would give HRI or an affiliate the right to terminate a franchise agreement. If we decide that you meet these requirements, we will consider whether to approve the additional franchise acquisition. You will be required to execute a release as a condition to purchasing the additional franchise (See Exhibit F of the Franchise Agreement).

Related Franchisee Acquisition

If you are currently a franchisee in good standing with one of our franchising affiliates (a "Related Franchisee"), you may qualify to purchase a Chem-Dry franchise at a reduced Initial License Fee. The Initial License Fee for the Related Franchisee will be $17,625 for an initial franchise, $13,500 for an additional Chem-Dry franchise and $4,500 for a Small Market franchise. Related Franchisee program pricing is limited to two franchises purchased at the same time. The Initial License Fee listed in the chart represents a discount of twenty-five percent (25%) off the standard Initial License Fee. The Initial License Fee for the Related Franchisee is due when you sign the Franchise Agreement and is non-refundable. No other discounts will apply to a Related Franchisee purchase of an initial franchise, an additional franchise or a small market franchise.

Down Payment and Other Payments

The Initial License Fee is due at the time you sign the Franchise Agreement and is non-refundable. If we determine that you are creditworthy, we may offer to finance up to forty percent (40%) of the Initial License Fee through a Business Note that you issue and sign on the form we provide when you sign the Franchise Agreement. If we approve you for financing, HRI will finance the remainder of the Initial License Fee through the Business Note over 56 months until the remaining balance is paid in full. All Business Note payments are due on or before the tenth day of each month and are non-refundable. Payments are non-refundable and generally begin the fourth month following completion of New Buyer Training, or, if you are an existing Franchisee buying an additional franchise, the fourth month following the signing of the Franchise Agreement. The Business Note bears simple interest at rates ranging from 8%-15% that we determine based on our underwriting standards. If you do not complete Initial and New Buyer Training by the deadline in your Franchise Agreement, your Business Note will be accelerated and due and payable in full. (See Item 10)

HRI does not offer direct financing on New Business Sets except as indicated in Item 10. HRI requires an automatic debit program for the payment of all fees, note and loan payments. In the event you are acquiring multiple franchises at the same time as the purchase of your first franchise, HRI may, in its sole discretion, agree to stagger the payment start dates on the additional franchise purchases.

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Discounts

From time to time, we may offer incentives of cash grants, equipment, product, or other items as an inducement to prospective franchisees when business circumstances warrant and in states where such incentives can be offered without restrictions. We reserve the right to change, condition, limit, withdraw or cancel any discount offer at any time. In addition, HRI may offer refurbished equipment or other items available for purchase as a part of your New Business Set. If you choose to purchase refurbished equipment (as opposed to new equipment) the price of your New Business Set would be reduced to reflect the price difference of used equipment options.

We are a member of the International Franchise Association ("IFA") and participate in the IFA's VetFran Program, which provides a ten percent (10%) discount on the Initial License Fee for the first franchise acquisition for veterans and spouses of current active-duty personnel of the U.S. Armed Forces who meet the requirements of the VetFran Program. We also offer a ten percent (10%) discount on the Initial License Fee for the first franchise acquisition by First Responders which include sworn police officers, paid firefighters, and paid emergency medical technicians and paramedics. For a VetFran qualified or a First Responder qualified franchisee, the Initial License Fee of $23,500 would be discounted by $2,350 for a net Initial License Fee of $21,150. If you pay the Initial License Fee of $21,150 within six months of signing the Franchise Agreement and the Business Note, the Cash Discount would be $2,538, for a net Initial License Fee of $18,612.

Referral Fee

Where permitted by law without franchise broker or seller registration, HRI will pay to any Chem-Dry franchisee a referral fee of $1,000 for each potential franchisee you refer to HRI that purchase a new Chem-Dry franchise. You must be the first person to provide HRI with the name, address and phone number of the potential franchisee. If the referred person purchases a Chem-Dry franchise within 90 days from the date of referral, you will receive $1,000 as a referral fee when they pay the down payment on their Initial License Fee.

ITEM 6
OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Monthly Franchise Fee	$430.89[1]	10th day of month	Generally, begins four months after you complete New Buyer Training, or if you are an existing Franchisee, the 4th month following the signing of the Franchise Agreement. If you are a transferring Franchisee, the month following the signing of the Franchise Agreement. Subject to CPI

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Name of Fee	Amount	Due Date	Remarks
			increase each year on April 1 and not more than once per calendar year. This fee must be paid via electronic funds transfer. The CPI increase for 2022 is 4%.
Yearly Minimum Purchase Amount	$3,000[1]	As incurred	You must purchase a minimum of $3,000 (increased not more than once each calendar year to reflect increases in the CPI) of proprietary products from HRI each calendar year for each franchise you own.
Customer Service Management Software Fee[2]	$70 - $160 per month, after a one-time data import fee of $200[1]	Due Monthly	You are required to use our web-based Customer Management System in the operation of the Business. The Data Import Fee is only required if you have an existing customer data base to import.
Successor Franchise Fee	$1,000[1]	Prior to expiration of the initial term	Fee due at the end of the initial five-year term to acquire a successor franchise agreement.
Initial Monthly Marketing Spend by You	$1,000 per month for four months, then a minimum of $2,000 per month, including $1,000 per month for digital marketing for eight months[1]	Expended Monthly, beginning the month after you complete New Buyer Training and continuing for 12 months	You are required to spend minimum amounts on local marketing for your Chem-Dry Business. See Item 11.
Brand Marketing Fund	Currently $160[1]	Monthly	Your contributions to the BMF will be due on the 25th

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Name of Fee	Amount	Due Date	Remarks
("BMF") Contribution[1]			of each month beginning the same month your first Monthly Franchise Fee payment is due. Subject to an increase once a year on 30 days' written notice from HRI up to $300 per month. See Item 11.
Transfer Fee	$1,500 - $3,000[1]	When you request our approval of a transfer	Transfer to spouse or adult offspring of franchisee - $1,500, for all others, $3,000. Payable when you propose to transfer your Chem-Dry Business or any portion of its assets to another person or entity with our approval.
Transfer Fee for prospect introduced to you by HRI or its affiliates or working with HRI in the past 18 months	10% of the sales price, but no less than $10,000[1]	When you request our approval of a transfer	Payable if you propose to transfer the Franchise Business or its assets, with our prior approval, to a prospect introduced to you by HRI or who had been working with HRI in past 18 months to buy a Chem-Dry franchise.
Franchised Area Transfer Fee	$2,000[1]	When you request our approval of a Franchised Area transfer	Due if you propose to relocate the Franchised Business to a different Franchised Area.
Business Phone Number Service	$1 - $40 per month per line depending on features[1]	As incurred	Package include various features to assist with marketing, tracking, metrics reporting, call recording, call forwarding, messaging and other various features.
Consolidated Office Agreement Fee	$150[1]	As incurred	Payable when you request to have only one office for multiple franchises.

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Name of Fee	Amount	Due Date	Remarks
Guarantor Change	$200[1]	When you request change documentation	Payable if you request to add an additional person to the franchise agreement or entity franchisee, with our prior approval. You are obligated to make this request when your Owners change.
Credit Card Processing Fee[2]	Will vary	As incurred	Payable on credit card transactions.
CDCS Program Handling & Processing Fee[3]	Currently 15% - 25% of invoice total[1]	As incurred	HRI remits to you all of the payments received from completed national account transactions minus the handling & processing fee. This Fee varies based on agreed upon rates determined with each National Account.
Web Domain Fee	$125 or actual purchase price, depending on availability of domain requested, per domain for a five-year term[1]	As incurred	To purchase the five-year rights to use one domain. This Fee for one domain is included in the New Business Set; however, you will be responsible for any fees associated with renewing the domain.
Training	Currently $175 - $500[1]	At registration to attend a training event or upon receipt of training material	Fees and costs associated with meeting annual training requirements, additional training, regional workshops, or special events. We may change these fees and costs during the term of the Franchise Agreement. Does not include lodging, food or travel.

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Name of Fee	Amount	Due Date	Remarks
Initial Training Fee - for additional attendees and transferees	$75 per day per attendee[1]	Prior to attending Initial Training	The New Business Set includes the cost for two people to participate in this New Buyer Training. Additional attendees and transferees purchasing existing franchises will pay this fee for Initial Training. Does not include lodging, food or travel.
Convention Fee	Currently $1,299 - $1,999[1]	Prior to convention	Registration and lodging (one hotel room) for up to two people to attend the first Chem-Dry annual convention immediately following completion of Initial and New Buyer Training is included in the New Business Set for first-time buyers; you will be responsible for your travel expenses. For existing franchisees, the Convention Fee can vary depending on when you register. You will be required to attend at least two conventions during the term of the Franchise Agreement with the first attendance occurring during the first three years of the agreement term.
Month-to-Month Post-Term Franchise Fee	Currently $861.78; Two times the then-current monthly Franchise Fee [1]	10th day of month	Begins the 10th of the month following the expiration of your Franchise Agreement and continues each month you continue to operate the Business until you sign a successor Franchise Agreement, or you cease operating the Business. This

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Name of Fee	Amount	Due Date	Remarks
			fee must be paid via electronic funds transfer.
Administrative Fee	$200 per transaction	As incurred	Due when you request or when your actions require us to amend the Franchise Agreement or change the d/b/a name of your Chem-Dry franchise.
Fine for Improper Advertising	$2,000, per violation[1]	As incurred	Payable if you use any promotional materials which do not comply with HRI's guidelines.
Fine for use and/or possession of non-Chem-Dry Products	$5,000, per violation[1]	As incurred	Payable if you use or possess any non-Chem-Dry supplied or approved products in your Chem-Dry Business.
Fine for unapproved cleaning systems or equipment	$5,000, per violation[1]	As incurred	Payable if you use any cleaning process or equipment not approved by HRI; this includes improper mixing or application of approved cleaning solutions.
Fine for offering services that are not Approved Services	$5,000, per violation[1]	As incurred	Payable if you offer services in your Chem-Dry business that are not Approved Services.
Fine for accepting or performing a job outside of your Franchised Area	$3,000, per violation[1]	As incurred	Payable if you accept or perform a job outside of your Franchised Area.

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Name of Fee	Amount	Due Date	Remarks
Fine for failed Quality Control evaluation	Will vary according to size of job[1]	As incurred	Payable if you fail a Quality Control evaluation of a job you perform for a customer. Fine amount is based on price or costs of cleaning service provided and evaluation fee (currently approximately $400). We may vary the formula used to determine the amount of the Fine to reflect changes in the cost of Approved Services
Fine for Failure to Comply with Annual Training Requirement	$500 per year[1]	As incurred	Payable if you fail to comply with the annual training requirements for your Business.
Fine for Failure to Comply with National Convention Attendance Requirement	$500 per incident[1]	As incurred	Payable if you fail to comply with your requirements to attend at least one annual convention every three years.
Customer Complaint Resolution	Will vary under circumstances[1]	As incurred	Payable by you to resolve customer complaints concerning your job performance. If we resolve your customer issue, you must reimburse us for amounts we spend to investigate and resolve the complaint.
Audit	$500[1]	As incurred	Daily fee if you fail to provide required materials in required format when requested.
Late Fee and Interest[1]	$100 per late payment plus 1.5% per month,	15 days after billing	Payable on all overdue amounts.

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Name of Fee	Amount	Due Date	Remarks
	not to exceed the highest rate allowed by law[1]		
Enforcement Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable if we engage attorneys to enforce your Franchise Agreement.
Indemnification	Will vary under circumstances[1]	As incurred	You indemnify and hold us harmless against claims arising from your Chem-Dry Business operations, including costs of investigation, defense and resolution. Certain claims are covered by your insurance.
Liquidated Damages	Will vary under circumstances	As incurred	If your Franchise Agreement terminates before expiration, you will owe us the Monthly Franchise Fee and the BMF Contribution then in effect multiplied by the number of months remaining in the term of your franchise, plus all other loans and amounts accrued before termination
OPTIONAL FEES			
Franchise Advanced Website	$25 - $100 monthly per site, depending on selected upgrades[1]	10th day of month	Development, hosting and maintenance fees for franchisee sites. The first year is included in the New Business Set. After the first year, month-to-month and paid via electronic funds transfer.

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Name of Fee	Amount	Due Date	Remarks
Local Search Directory, Premium Level Service	$100 setup, $65, per month[1]	10th day of month	The New Business Set includes this service for the first year. After the first year, month-to-month and paid via electronic funds transfer. Some restrictions apply for Premium Level Services. Subject to CPI increase not more than once per calendar year.
Local Email Account	$25 set up, $5 per month[1]	Annually	Fee for business email account through a chemdry.com site.
Google My Business Makeover	$99 one-time fee, or $50 per month for a minimum of 6 months	When invoiced initially and monthly	Google My Business page review, accuracy check and search engine optimization for 6 month commitment; supports posts, photos and other digital marketing functions
Web Marketing Services	$5 to $155 per month	When invoiced monthly	Additional digital marketing services such as Photofy content creation and brand management, advanced social media, search engine optimization, website management and Google assistance
Yearly Minimum Purchase Amount – MicroPro Shield™ Service	$1,000[1, 4]	As incurred	You must purchase a minimum of $1,000 (increased not more than once each calendar year to reflect increases in the CPI) of approved products from HRI each calendar year for each franchise you own. This purchase requirement will not count toward the $3,000

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Name of Fee	Amount	Due Date	Remarks
			purchase requirement for each franchise you own.

1 All fees are imposed by and payable to us or our designee and are non-refundable. The fees and costs are uniform as to all persons currently being offered a franchise. Franchisees who purchased franchises in the past may operate under different fee structures. Fees subject to adjustment for CPI increases refer to changes in the Consumer Price Index for All Urban Consumers, All Cities Average (1982-84=100), or another official index we deem appropriate. CPI changes are implemented after notice to franchisees, usually once annually, and are in our discretion. HRI did not impose a CPI increase in 2020. The increase in 2021 was 1.4%.

2 All new Chem-Dry franchisees are required to use a web-based customer management system designed to help you manage service calls and appointments, maintain customer lists, and support your marketing efforts. You will be required to sign a Software License Agreement (see Exhibit C to the Franchise Agreement).

3 "CDCS" refers to the Chem-Dry Corporate Services Department.

4 The MicroPro Shield™ program is an optional Additional Service that is offered to franchisees who complete their first year of the franchise term and graduate successfully from HRI's entry level starting programs. If you are eligible, you may request to add this Additional Service and sign the Addendum attached to your Franchise Agreement. When HRI countersigns and returns the Addendum, you may commence your additional training for the MicroPro Shield training, and when that training is completed, you may commence participation in the MicroPro Shield program.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – INITIAL FRANCHISE

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be made
Initial License Fee (1)	$23,500	Part Lump Sum, Remainder by	When you sign the Franchise Agreement and	HRI

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Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be made
		Monthly Note Installments	the Business Note	
New Business Set [1]	$36,495 - $62,995	Lump Sum	When you sign the Franchise Agreement and the Equipment Agreement	HRI
Optional Additional Equipment [1]	$0 to $24,870	Lump Sum	When you sign the Franchise Agreement and the Equipment Agreement	HRI
Cargo Van [2]	$0 - $50,000	Usually, down payment plus monthly installments or lease payments	Prior to Opening	Third Parties
Installation Costs [2]	$600 - $6,000	Lump Sums	As Agreed	Third Parties
Three Month's Rent [3]	$0 - $5,000	Lump Sum	As Agreed	Third Parties
Telephone and Business License	$400 - $4,000	Lump Sum	Prior to Opening	Third Parties
Training and Convention Attendance Expenses [4]	$1,250 - $3,000	Lump Sum	Prior to attendance	HRI and Third Parties
Insurance [5]	$600 - $7,000	Lump Sum	As Incurred	Third Parties
Additional Funds - 3 months [6]	$2,500 - $9,000	Lump Sum	As Incurred During First 3 Months	Third Parties

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Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be made
Computer System [7]	$800 - $2,000	Lump Sum or installments if financed	As Agreed	Third Parties
Advertising - 3 months [8]	$3,000 - $5,000 in addition to BMF contribution	Lump Sum	As Agreed	Third Parties
Optional Digital Advertising and Marketing, Startup and 3 months	$0 - $1,349	Lump Sum and Monthly	As Agreed	HRI and vendors
TOTAL ESTIMATED INITIAL INVESTMENT [6]	$69,145-$204,714			

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – EXISTING FRANCHISEE PURCHASING ADDITIONAL FRANCHISE

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial License Fee [1]	$6,000 - $18,000	Part Lump Sum, Remainder Installments	Due when you sign the Franchise Agreement and the Business Note.	HRI
Optional Additional Equipment[1]	$0 to $25,870	Lump Sum	Date of signing Franchise Agreement	HRI
Cargo Van [2]	$0 - $50,000	As Incurred	As Agreed	Third Parties

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TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Installation Costs [2]	$0 - $6,000	As Incurred	As Agreed	Third Parties
Insurance [5]	$600 - $7,000	As Incurred	As Incurred	Third Parties
Additional Funds - 3 months [6]	$2,500 - $9,000	As Incurred	As Incurred	Third Parties
Advertising - 3 months [8]	$3,000 - $5,000	As Incurred	As Agreed	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT [6]	$12,100 - $120,870			

The amounts listed in the tables that are payable to HRI are non-refundable. Whether amounts paid to third-parties are refundable depends on your agreement with them.

Explanatory Notes:

1. You must pay HRI the Initial Fee for franchise offer you select. The Initial Fee is non-refundable and can be paid in a single lump sum payment or you may be eligible for financing of up to forty percent (40%) of the Initial License Fee portion of the Initial Fee. When you sign the Franchise Agreement and the Business Note, you must pay a down payment of $3,600 - $14,100 to HRI toward the Initial License Fee. If you pay the Initial License Fee in full within six months of signing the Franchise Agreement and the Business Note, HRI will offer you a Cash Discount of 12% of the Initial License Fee amount. See Items 5 and 10. HRI does not offer financing on the New Business Set Equipment Package portion of the Initial Fee.

2. We require at least one white cargo van for the operation of each Chem-Dry Business to transport equipment and cleaning solutions to a job site. A Chevrolet or GMC 2500 ¾ ton van with less than 30,000 miles and less than 3 years old is recommended for the Executive Truck Mount Direct Drive equipment. Prices for the van will vary with market conditions for new and used trucks. Some Approved Services may require you to utilize a second van, for the transportation of additional equipment and supplies. You may use a suitable, insurable van that you already own. Any van must comply with System Standards for professional appearance, cleanliness and condition that a consumer would expect from a Chem-Dry Business. Each vehicle you use in the Business must meet the current Advertising Rules and Guidelines regarding the van graphics and markings. A competent third-party vendor must install the van graphics and any truck mount equipment.

3. You may operate your Chem-Dry Business from your home (where zoning and other laws and regulations permit) as space requirements are minimal, provided your home is within your Franchised Area, so the purchase or lease of a separate business location is optional.

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If you have no or insufficient storage facilities, a unit the size of a single car garage that you own or rent in which a telephone can be installed, to which inventory and equipment can be delivered and stored, and which meets System Standards should be sufficient for your Business.

4. The New Business Set includes: (1) the registration fees for up to two attendees at the New Buyer Training and (2) the registration fee and lodging (one hotel room) for up to two people to attend the first Chem-Dry Annual convention immediately following your completion of Initial and New Buyer Training. Additional attendees at New Buyer Training and franchisees purchasing an existing Chem-Dry franchised business will pay $75 per person per day to attend New Buyer Training. You are responsible for the costs of attending the training and convention, the compensation, insurance and benefits of your attendees and for their travel expenses, accommodations and meals while attending training and the convention.

5. You must obtain and maintain business liability and vehicle liability insurance coverage to comply with the Franchise Agreement. You will pay this amount during the first three months of operation, and then pay and balance of the annual premium monthly or quarterly. See Item 8.

6. This estimates your startup expenses for the first three (3) months of operation if you are developing one Franchised Area. You will need more funds if you are developing more than one Franchised Area. These estimates include payroll costs for employees but do not include compensation for the Business owners. We relied on our over 45 years of experience in the carpet and upholstery/drapery cleaning, spot removal and protectant services business to compile this estimate of additional funds. These figures are estimates, and we cannot guaranty that you will not have additional expenses starting the business. Your costs will depend on factors such as: how well you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market and competition for your services; and the sales level reached during the startup period.

7. A computer system suitable to maintain and service your business is required. See Item 11. If you already own a suitable computer system, there may be no need to purchase an additional one. You must obtain, install and use the applications software designated by HRI. You must also maintain an Internet connection and an e-mail account and must check your e-mail account at least daily. A high-speed internet connection is strongly recommended.

8. This estimates direct mail, internet marketing, telephone directories, and other advertising for your Chem-Dry Business and are in addition to the marketing resources provided in the New Business Set. The cost of additional advertising for your Franchised Area may vary materially.

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ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required purchases

You must own, purchase or lease one or more white cargo van(s) suitable for the purpose of transporting various equipment, supplies and materials needed to operate a Chem-Dry Business. The van must comply with standards of appearance, maintenance and repair a consumer would expect from a professionally operated service business and meet all of the current Advertising Rules and Guidelines in the Manual regarding type, graphics and markings. The van must be a clean, well-maintained (operating properly, free from visible dents, scratches and damage), with the proper graphics package.

HRI has negotiated with an insurance broker to provide insurance coverage to you according to our specifications at a discounted rate. You are not required to use this insurance broker; however, you must obtain and maintain the following minimum business liability coverage as well as vehicle liability coverage as a condition for receiving or maintaining a franchise:

- The minimum amount of business (general) liability coverage required is $1,000,000 per occurrence.
- The minimum amount of $100,000/$300,000/$75,000 (or $300,000 Combined Single Limit) is required for the vehicle liability coverage. All non-owned or hired vehicles must be insured with the same limits.
- HRI and CDCS (and their officers, directors, employees, agents and affiliates and subsidiaries) must be named as additional insureds on both the General Liability and Vehicle Liability insurance policies.
- The business liability insurance policy must state that the work product is covered at a minimum of $50,000 per occurrence, or that there is no "workmanship" or "care, custody, and control" exclusion.
- You must also have Workers Compensation insurance based on statutory requirements.

You must submit to us an acceptable Certificate of Insurance for the Business, any vehicles used in the business and the workers compensation coverage required in your state within 30 days after you and we sign the Franchise Agreement and then annually prior to the expiration of your insurance coverage showing renewal or replacement with coverage conforming to our insurance requirements and the proper additional insureds.

You may obtain additional insurance coverages and higher limits for your Chem-Dry Business in your discretion. You may be required to obtain additional coverage before you can offer some of the Additional Services.

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You must use only equipment, cleaning solutions, supplies, business forms, promotional materials and business services which have either been obtained from or approved by HRI in your Chem-Dry Business. You must purchase the New Business Set from HRI, the price of which is included in the Initial Fee. To protect the integrity of the Chem-Dry name and assure high quality cleaning results, you must purchase all cleaning solutions from HRI at the then current list price, plus applicable taxes. If you possess or use non-Chem-Dry cleaning solutions in your Chem-Dry Business, HRI will have the right to impose on you a fine of $5,000 per violation or terminate the Franchise Agreement. You are required to purchase a minimum of $3,000 (increased once each calendar year to reflect increases in the Consumer Price Index as published by the U.S. Department of Labor or in a successor index we select) of cleaning solution per franchise from HRI each calendar year ("Minimum Purchase Amount"). If you choose to offer certain Additional Services, you may be required to purchase additional amounts of product (including a designated mix of products). You may purchase other equipment, products or supply items from HRI at the then current list price, plus applicable taxes.

Required and approved suppliers

We may approve only a limited number of sources or a single source (which may include us or our affiliates) for certain equipment, supply items, promotional materials and business services (such as credit card processing). Some approved suppliers provide us with rebates and other payments based on sales made to franchisees, but we use these payments to offset the costs of our franchisee convention and to support our supplier marketing program directed to franchisees. This amount is .26% of the supplier's gross sales to our franchisees.

No officer of HRI or its affiliates owns an interest in any approved supplier, however some of the BELFOR officers have an ownership interest in our affiliates BHI Distribution and Colman Wolf, which may, in the future, supply products and services to your Chem-Dry Business.

Approval of other suppliers

HRI may approve other suppliers of equipment, products, supply items or business services who meet HRI's specifications. HRI issues and modifies standards and specifications to franchisees by including them in the Manual (and revisions to the Manual) or otherwise in writing. If you propose to purchase or lease any equipment, product, supply item or business service from another supplier and/or utilize any equipment, product, supply item or business service from another supplier which is not then approved by HRI, you will first notify HRI and, upon request, furnish to HRI specifications, photographs, drawings and/or other information or items sufficient to afford HRI a reasonable opportunity to determine whether such equipment, product or supply item or supplier complies with our specifications and standards. We evaluate a supplier on the reliability of its product and service, product support, price and responsiveness. We do not charge you a fee to approve a product or a supplier and we typically will notify you of our approval or disapproval within 30 days. We do not issue our specifications or standards for evaluating and approving suppliers. You may only use equipment or product or supply items which have been approved by us in writing. If you use any cleaning process or equipment not approved by HRI (which includes improper mixing or application of authorized products), HRI will have the right to impose on you a fine of up to $5,000 per violation or terminate the Franchise Agreement.

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Revenue from Franchisee Purchases

For the fiscal year ending December 31, 2021, we derived $13,415,724 from the sale or lease of products or services to Chem-Dry franchisees, which represents 37.0% of our total 2021 revenue of $36,231,751. In addition, we collected $94,830 in revenue from rebates and other payments from approved suppliers based on sales made to franchisees, which represents 0.26% of our total 2021 revenue of $36,132,470. We used these supplier payments to offset the costs of our franchisee convention and support or supplier marketing program directed to franchisees. We derived these figures from our internally prepared financial statements.

We estimate that the purchases and leases you must make from us, from designated or approved suppliers, or according to our standards and specifications represent approximately 90% of your total purchases and leases to establish, and approximately 20% to 30% of your total purchases and leases to operate, your Chem-Dry Business.

Cooperatives

We do not have any purchasing or distribution cooperatives.

Negotiated prices

HRI has also negotiated with companies involving uniforms, computers, computer software/applications, web hosting services, background checks, tradeshow displays, payroll services, van graphics, and credit card services. We may, in the future, negotiate other purchase arrangements with suppliers for your benefit.

Material benefits

We do not provide any material benefits to you based on your use of designated or approved sources. There are no purchasing or distribution cooperatives. No officer of the franchisor owns an interest in any suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Item in Disclosure Document
(a) Site selection and acquisition/lease	None	None

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Obligation	Section in Agreement	Item in Disclosure Document
(b) Pre-opening purchases/leases	Section 2A, 2B, 2C, 2D, and the Summary Page of Franchise Agreement; Section 1 of Software License Agreement; Section 1 of Equipment Agreement; and the Business Note	Items 5, 7, 8, 10 and 11
(c) Site development and other pre-opening requirements	Sections 2A, 2B, 2C, and 2D of Franchise Agreement; Sections 1, 2, and 3 of Software License Agreement; and the Business Note	Items 5, 6, 7, 8, 10 and 11
(d) Initial and ongoing training	Sections 3A and 3B of Franchise Agreement and 6 of Software License Agreement	Items 6, 7 and 11
(e) Opening	Section 2D of Franchise Agreement; Section 1 of Software License Agreement	Item 11
(f) Fees	Sections 3, 8, 9, 10, 12, 13C (7), 13E (10), and the Summary Page of Franchise Agreement, Sections 12 and 13 of Software License Agreement and Schedule 1 of Equipment Agreement; and the Business Note	Items 5, 6, 7 and 11
(g) Compliance with standards and policies/Operations Manual	Sections 2D, 3C and 9C of Franchise Agreement; Sections 1, 2, and 5 of Software License Agreement; and the Business Note	Item 11
(h) Trademarks and proprietary information	Section 4 of Franchise Agreement; Sections 2 and 15 of Software License Agreement	Items 13 and 14
(i) Restrictions on products/services offered	Section 9A and 9B of Franchise Agreement; Sections 4, 5, 16, and 18 of Software License Agreement	Items 8, 11, 12 and 16

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Obligation	Section in Agreement	Item in Disclosure Document
(j) Warranty and customer service requirements	Section 9A-9C of the Franchise Agreement and Section 12	None
(k) Territorial development and sales quotas	Section 1C and 1D of Franchise Agreement	Item 12
(l) On-going product/service purchases	Sections 9A and 9B of Franchise Agreement and sections 7 and 11 of the Software License Agreement	Items 7, 8 and 11
(m) Maintenance, appearance and remodeling requirements	Section 14A of Franchise Agreement and Section 2 of the Software License Agreement	Items 8 and 11
(n) Insurance	Section 9E of Franchise Agreement	Items 7 and 8
(o) Advertising	Section 10 of Franchise Agreement	Items 5, 6, 7 and 11
(p) Indemnification	Section 7 of Franchise Agreement and Sections 7, 13 and 20 of the Software License Agreement	Item 6
(q) Owner's Participation/ Management/Staffing	Section 9D of Franchise Agreement	Items 11 and 15
(r) Records/reports	Section 11 of Franchise Agreement	Items 6 and 11
(s) Inspections/audits	Section 12 of Franchise Agreement	Items 6 and 11
(t) Transfer	Section 13 of Franchise Agreement, sections 18 and 19 of the Software License Agreement, and 5 of Equipment Agreement	Items 6, 16, and 17
(u) Successor	Section 14 of Franchise Agreement and Sections 18 and 19 of the Software License Agreement,	Items 6 and 17

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Obligation	Section in Agreement	Item in Disclosure Document
(v) Post-termination obligations	Section 16 of Franchise Agreement, 5 of Equipment Agreement, and the Business Note	Item 17
(w) Non-competition covenants	Sections 6 and 16 of Franchise Agreement	Item 17
(x) Dispute resolution	Section 17F of Franchise Agreement and the Business Note	Item 17
(y) Costs/attorneys' fees	Section 17E of Franchise Agreement and the Business Note	Items 6 and 10

ITEM 10
FINANCING

HRI has no obligation to provide you with any financing for any portion of the Initial Fee. HRI may finance through the Business Note up to 40% of the Initial License Fee portion of the Initial Fee for franchisees with credit standing acceptable to HRI. We do not receive payment from any person or persons for the placement of financing with a third-party lender.

Initial License Fee Financing

Our decision to offer financing of any portion of the Initial License Fee will be based, in part, on your creditworthiness, any collateral you offer to secure the financing and our then-current financing policies. As a condition to HRI's financing for a portion of your Initial License Fee, if offered, you must pay HRI a non-refundable Initial License Fee down payment, as stated in the chart below, when you sign the Franchise Agreement, and sign and deliver the Business Note. The balance will be paid to HRI in consecutive monthly payments until paid in full. We set the simple interest rate on the Business Note between 8% - 15% interest, depending on our underwriting standards.

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Initial License Fee Financing Terms

Item Financed[1]	Source of Financing	Down Payment[1]	Amount Financed[1&2]	Monthly Payment[3]	Number of Monthly Payments
Initial Franchise Acquisition - $23,500	HRI	$14,100	$9,400	$202 to $235	56
Additional Franchise Acquisition - $18,000	HRI	$10,800	$7,200	$154 to $180	56
Additional Franchise Acquisition - Small Market - $6,000	HRI	$3,600	$2,400	$51 to $60	56

Notes:
1. The Initial Fee is non-refundable.
2. If you pay the Initial License Fee in full within six months of signing the Franchise Agreement and the Business Note, HRI will offer you a Cash Discount of 12% of the Initial License Fee. See Item 5 for the amount of the Cash Discount.
3. Typically, your first payment is due and interest begins to accrue the earlier of either the first day of the fourth month following completion of New Buyer Training or first day of the eighth month following the date of the Franchise Agreement and Business Note. If you are an existing franchisee purchasing an additional franchise, the payment and interest accrual begins with the fourth month following the effective date of the Franchise Agreement and the Business Note. HRI requires an automatic debit program for the payment of all fees and Business Note payments. These monthly payments will be automatically deducted from your bank account. Monthly payments not received by the due date are subject to a late fee of $100 and interest charge in the amount of 1.5% per month, or the highest rate allowed by applicable law, whichever is less.

All Business Note payments are due on or before the tenth day of each month. The Business Note must be issued and signed by the franchisee and its owners as personal guarantors, if an entity. There is no prepayment penalty. The Business Note includes a waiver of defenses (or similar provisions).

If you do not make Business Note payments when due, HRI may accelerate the Note and demand immediate payment of the full outstanding principal amount plus accrued interest. HRI may also terminate the Franchise Agreement under Section 15 of the Franchise Agreement. A charge of $40.00 will be assessed for any installments returned unpaid. In the event of collection

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proceedings, HRI reserves the right to pursue costs associated with the collections, including court costs and attorney fees in accordance with the Business Note and Section 17 of the Franchise Agreement.

HRI has no past or present practice nor any present intent to sell, assign, or discount to a third party, in whole or in part, any note, contract or other instrument executed by you; however, we have the right to do so. If we effect such an assignment, you may be barred from asserting a defense against the assignee that you could assert against HRI.

If the Franchise Agreement is terminated, HRI has the right to declare all obligations owed under the Business Note immediately due and payable. You are also subject to any court costs and attorneys' fees for the collection of such amounts if not paid promptly when due. (Please see the Business Note attached as Exhibit C.) If you finance the New Business Set with a third party, the financing may accelerate and the balance will be immediately payable if your franchise terminates.

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

Except as listed below, HRI need not provide you with any assistance:

Pre-Opening Assistance

Before you open your Chem-Dry Business, HRI will:

(1) Designate the Franchised Area within which you will operate the Business. We do not own any Chem-Dry business premises or lease them to franchisees. (Franchise Agreement - Section 1.D.).

(2) Deliver the New Business Set to you which contains approved cleaning solutions, supplies and equipment for you to provide the required Business services, vouchers for you to order printed materials, and the van graphics package in accordance with specifications. Except for these items, we do not provide products or services directly to franchisees, nor do we deliver or install any items. The Manual contains written specifications for some items and the names of approved suppliers for some items. (Franchise Agreement - Section 9.A.).

(3) Provide you one electronic copy of the operating and other manuals (the "Manual") (Franchise Agreement Section 3.C.).

(4) Provide initial training for you if you have not previously trained with us in Logan, Utah or another location we may designate. We may provide initial training for your employees or others we designate (Franchise Agreement - Section 3.A. and 3.B.).

Other than those items listed above, HRI has no further obligation to assist you during the opening of the Chem-Dry Business by providing any equipment, signs, fixtures, opening inventory and

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supplies. Except as expressly stated in the Franchise Agreement, we have no obligation to provide assistance to you, including without limitation no obligations to assist you in conforming your Business location to local ordinances and codes, with constructing, remodeling or decorating the Business location, or with hiring or training employees, except for training noted above.

Site Selection

You will operate your Chem-Dry Business from a location within your designated Franchised Area. We do not participate in the selection for your Business location and you are not required to obtain our approval for your business location, so long as the location is within your Franchised Area. We do not approve the site for your Business premises. (Franchise Agreement - Section 1.D.)

We estimate that there will be an interval of about 4-6 weeks between the signing of the Franchise Agreement and the opening of your Chem-Dry Business, however this time period could vary depending on when you complete your New Buyer Training, obtain your van, and secure a location for the business. You must commence operating your Chem-Dry Business in the Franchised Area within 90 days after the effective date of the Franchise Agreement.

Post-Opening Assistance

During operation of your Chem-Dry Business, HRI will:

(1) Advise you from time to time regarding operating issues concerning your Chem-Dry Business. In addition, we will provide guidance to you on standards, specifications and operating procedures and methods used by Chem-Dry Businesses. This guidance will, at HRI's discretion, be furnished in the Manual, bulletins, internet, newsletters or other written materials and/or during telephone consultations and/or consultations at such places as we designate and may be at your expense (Franchise Agreement - Section 3.C.).

(2) Revise the Manual from time to time. The Manual contains mandatory and suggested specifications, standards, operating procedures and rules ("System Standards") (Franchise Agreement - Section 3.C.).

(3) Hold additional training and conventions for all franchisees at the times and locations we designate and provide you with instruction on improvements and developments in administrative, bookkeeping, accounting, pricing, and operation issues, and invention control practices. (Franchise Agreement - Section 3.B.).

(4) Inspect and observe the operations of your Chem-Dry Business from time to time to determine whether you are complying with the Franchise Agreement and all System Standards (Franchise Agreement - Section 12.).

(5) Develop and provide updated or continuing training to you and, at your request, your employees; we will not advise you about or participate in hiring your employees (Franchise Agreement - Section 3.B. and 7).

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(6) Provide advertising materials for purchase. You are responsible for all advertising and promotion of your Chem-Dry Business. HRI is not required to conduct advertising for the franchise system and does not currently administer any advertising fund or any local or regional advertising cooperative in which you must or may participate although we reserve the right to establish a national advertising fund in the future. There is no advertising council composed of franchisees that advises us on advertising policies. (Franchise Agreement - Section 10.).

(7) Properly fill, as market conditions allow, all orders for supplies, cleaning solutions and equipment provided you are current in your financial obligations to HRI (Franchise Agreement - Section 8.B.).

(8) Be responsible for all billings to and collections from national accounts. HRI will remit to you all of the payments we receive from completed national accounts that you service minus a handling and processing fee ranging between 15% - 25% of the amount collected, depending on the terms of the national account, and any payments for state sales or other tax HRI may be required to pay. (See Item 6.)

Other than those items listed above, HRI has no further obligation to assist you during the operation of the Chem-Dry Business in developing products and services you will offer your customers, hiring and training employees, improving and developing the Chem-Dry Business, establishing prices, establishing and using administrative, bookkeeping, accounting and inventory control procedures, or resolving operating problems you encounter.

Advertising and Promotions

All advertising, promotion and marketing must be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which HRI prescribes from time to time. You also must follow our standards and specifications regarding use of social media in any way that references the Marks, which includes the Chem-Dry trademark and other trade names, trademarks, trade dress, service marks and other commercial symbols, or involves the franchise. "Social media" includes personal blogs, common social networks like Facebook, Instagram, and Pinterest, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools. You must use only advertising, promotional and marketing materials that HRI has prepared or approved. HRI's approval of your separate website is conditioned on HRI's ownership of the URL for the separate website and your compliance with the Advertising Rules & Guidelines. If you use any advertising or promotional materials that are not in compliance with HRI's guidelines, you will be subject to a fine of $2,000 per violation or termination of the Franchise Agreement. (Franchise Agreement - Section 10)

The New Business Set includes marketing support for the Chem-Dry Business which typically begins the month you complete New Buyer Training and continues for the following four months. In addition to this marketing support, you are expected to spend $1,000 per month on local advertising beginning the month after you complete New Buyer Training. After this period and continuing for the following eight months (the "Initial Marketing Period"), you are required to

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spend at least $2,000 each month in local marketing of which $1,000 should be dedicated to digital marketing. After the Initial Marketing Period, you are expected to spend at least 15% of your Gross Revenue with the vendor of your choosing to advertise and market the Chem-Dry Business in your Franchised Area. HRI reserves the right to audit your advertising and marketing spending. You must mail reminder postcards/mailings to your customer data base at least four times per year. (Franchise Agreement – Section 9) You must participate in required promotional and national accounts programs unless we relieve you of this responsibility, in which case we or a third party may provide the necessary services.

Brand Marketing Fund

The Franchise Agreement includes a required monthly contribution to the Brand Marketing Fund ("BMF") of between $160 and $300 for each franchise ("BMF Contribution"). The current BMF Contribution amount is $160 and can be increased with 30 days' written notice from HRI once annually. All other franchisees and any company owned locations operated by HRI or an affiliate of HRI will contribute at the same rate to the BMF. Some franchisees with older forms of Franchise Agreement do not contribute to the BMF.

We may also deposit marketing, promotional and other payments we receive from suppliers into the BMF. HRI will design, direct and administer the BMF and will disburse the BMF to pay for marketing, advertising, promotional, public relations, and other similar activities intended to benefit the System and all franchised and any company-owned locations. Those activities may include (without limitation) (a) market research, (b) marketing technology development and implementation, (c) customer service, loyalty and reward programs, (d) media purchases, (e) advertising production, (f) advertising and public relations agency fees and expenses, (g) product consumer-related research, and (h) creative services. We also may use the BMF to pay or reimburse us for our administrative overhead expenses, including salaries, incurred for activities supported by the BMF by both in-house marketing and third-party marketing. Any amounts in the Marketing Fund not spent at the end of each fiscal year will remain in the BMF, provided that amounts contributed to the BMF may be used to pay taxes associated with unspent amounts on deposit in the BMF. We may loan funds to the BMF for its authorized activity, with or without interest being charged, and cause repayment of the amounts from available funds. The BMF will not be used for the solicitation of new franchisees.

The Brand Marketing Fund Committee, an advisory board composed of six (6) franchisees and two members of the HRI corporate staff, advise HRI on the BMF. Franchisee members of the Brand Marketing Fund Committee are appointed by HRI and generally serve a one-year term with an option to extend up to four years. The BMF will not be separately audited. We have no obligation to expend BMF amounts for your benefit equivalent or proportionate to your BMF Contribution, and we do not warrant or guaranty that any franchisee will receive or derive any benefit from BMF activities. We will make unaudited financial statement of the BMF, final reports of studies and reports produced by the BMF available to you at no cost as Confidential Information. We will make materials produced by the BMF for franchisee use available to you. We may suspend, terminate or reinstate the BMF at any time. The BMF will not terminate, however, until we have spent all amounts in the BMF for the purposes set forth above. (Franchise Agreement Section 10.B.).

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Computer Hardware and Software Systems

You must obtain and maintain a computer system that includes a personal computer (desktop or laptop), standard operating system and business applications software (Microsoft Office, email, browser, power point, pdf reader, word processor, spreadsheet applications), printer and modem that connects to the Internet at your Business office. Neither HRI, its affiliates, nor any third party is obligated to provide ongoing maintenance, repairs, upgrades, or updates for the hardware or software systems. You are not obligated to upgrade the hardware however you may wish to do so to take full advantage of the speed and efficiency of the software systems. We anticipate the recommended hardware system, if purchased new, will cost between $800 and $2,000. The Customer Service Management software system (the "Software System") is a web-based software application management system designed to help you manage service calls and appointments, maintain customer lists, and support your marketing efforts. You will be required to sign a Software License Agreement (see Exhibit C of the Franchise Agreement) and to use the Software System in the management of the franchised business. The monthly cost of the Software System is currently $70 - $160. HRI requires an automatic debit program for the payment of these fees. These monthly payments will be automatically deducted from your bank account. Existing businesses will be required to pay a one-time initial set-up fee of $200 to import their contact and customer information.

We will not have independent access to the information that will be generated or stored in the computer hardware system. We will have independent access to the information available about your Business in the Software System. We have the right to change this requirement at our discretion. We shall have the right to specify or require that you use certain brands, types, makes, and/or models of communications, computer systems, and hardware, including without limitation: (i) a computer system that complies with our standards and specifications to run the Software System and other applications; (ii) archival back-up systems; (iii) internet access mode and speed; and (iv) physical, electronic, and other security systems (collectively, the "Computer System"). Currently, your Computer System must include a DSL or cable modem high-speed Internet connection that meets the requirements for handling of our then-current Software System.

You agree, at your own expense, to keep your Computer System in good maintenance and repair and install such upgrades, additions, changes, modifications, substitutions, and/or replacements to your Computer System or Required Software as we direct from time to time in writing. You agree that your compliance with these requirements shall be at your sole cost and expense. We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts for the Computer System will be $150 to $500 per year.

You may not implement a website or URL for your Chem-Dry Business, either yourself or through a third party provider, without our prior written consent.

National Accounts

We may require that your Business participate in promotional and national accounts programs unless you request, and HRI agrees to relieve you of this responsibility. The leads produced by our National Account program may vary materially by Franchised Area. Requests to opt out of the

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program must be in writing and clearly state the reason you should be permitted to opt out of the program. Participation in National Accounts programs may require you to complete an approval process required by the national account entity. Further, a national account may elect not to do business with you or HRI could determine you may no longer service a national account. In any of these events, HRI or a third party may provide the necessary services. (Franchise Agreement – Section 10)

As indicated in Item 6, you are responsible for all customer complaints resulting from work you perform on National Accounts or otherwise in the operation of the Chem-Dry Business. If we are required to resolve any customer service issues for your Chem-Dry Business, you will be required to reimburse us for any expenses, including but not limited to any refunds or legal fees, we incur resolving your customer issue.

New Buyer Training and Initial Training

Within 90 days of signing your franchise agreement and before opening your Business, you must complete the New Buyer Training on the operation of a Chem-Dry Business, and you must train your employees. The New Buyer Training is a three-week program consisting of two weeks of at home study and five days of classroom/hands-on training. If this is your first Chem-Dry Business, you will be required to complete New Buyer Training to our satisfaction. New Buyer Training is held monthly at HRI in Logan, Utah, or another location designated by HRI. The New Business Set includes the cost for you and one other person to attend the New Buyer Training. Additional attendees may attend this training program, which we call "Initial Training," and you will be charged $75 per day per person to attend Initial Training. You are responsible for all travel expenses and living expenses for yourself and your employees while attending this Training.

If you are a transferee buying your first Chem-Dry Business, you must complete the New Buyer Training within 90 days of the execution of your franchise agreement. You are responsible for the cost of New Buyer Training and any Initial Training at a charge of $75 per day per person. You are also responsible for all trainee compensation, benefits, insurance, travel expenses and living expenses while attending New Buyer Training or Initial Training. If HRI determines, in its sole discretion, that any attendee fails to satisfactorily complete Initial Training or New Buyer Training, HRI shall have the right to require the attendee to attend the next training session at the franchisee's expense.

NEW BUYER TRAINING/INITIAL TRAINING PROGRAM

Day of Training	Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Day One	Job Overview, Mastering the General Cleaners, Equipment Set up/Tear down,	4 hours	4 hours	Logan, Utah, or occasionally another location

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Day of Training	Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
	Expert Spot Removal Process/Hands on Practice with Spot Cleaning			
Day Two	Chem-Dry Product Line, Hands on Cleaning – Practice set up/tear down and using the equipment	4 hours	4 hours	Logan, Utah or occasionally another location and On-Site
Day Three	Business Development, Implementing the Marketing Strategy, Equipment Maintenance	4 hours	4 hours	Logan, Utah or occasionally another location and On-Site
Day Four	Business Development Continued, Marketing Strategy Continued – Keeping Customers for Life; Upholstery, Product Line, Procedures, Hands on Practice	4 hours	4 hours	Logan, Utah or occasionally another location and On-Site
Day Five	Financial Success, Tracking and Reporting, the 5 Most Important Key Performance Indicators, Utilizing the resources and opportunities from HRI, Training and Coaching for the Future	7 hours	1 hours	Logan, Utah or occasionally another location and On-Site

During Initial and New Buyer Training, HRI staff will utilize various instructional materials including the Manual and relevant product, equipment and process guides. HRI Trainers: Shawn Rodeback has 26 years' experience with HRI and the industry; Joe Nay has 7 years' experience with HRI and the industry; and Kati Buckland has 22 years' experience in the industry and as a

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franchisee of HRI, and three (3) months as a trainer for HRI. Other HRI executives and team members may present from time-to-time.

Manual

The Table of Contents for the Manual is attached as Exhibit D to this disclosure document. The Manual contains approximately 337 pages of information related to the operation of the Chem-Dry Business.

Ongoing Training

You are required to complete at least one in-person training course per calendar year and various online or other electronic training modules or seminars. We anticipate the training fees for these annual events will cost between $175-$500 depending on the training event you choose. The Successful completion of New Buyer Training will fulfill the training requirement for the calendar year in which your franchise is purchased.

We may charge reasonable registration or similar fees for these training events. You are required to pay all travel and living expenses incurred in connection with any training. Failure to fulfill your annual training requirement will subject you to fine(s) of up to $500 or termination of the Franchise Agreement. (See Section 3.B. of the Franchise Agreement). You must attend at least two annual conventions during the term of this Agreement with at least one annual convention attendance during the first three years of your Franchise Agreement. We anticipate the annual convention will cost between $1,299 - $1,999, depending on the event you choose. You are required to pay all travel and living expenses incurred in connection with the annual convention. Failure to fulfill your convention attendance requirement will subject you to a fine of up to $500 or termination of the Franchise Agreement. (See Section 3.B. of the Franchise Agreement)

ITEM 12
TERRITORY

You must operate your Chem-Dry Business within the non-exclusive Franchised Area that we assign and approve. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we or an Affiliate own, or from other channels of distribution or competitive brands that we or an Affiliate control.

The number of franchises which can operate as Chem-Dry Businesses in a Franchised Area is determined by dividing the current population of the area by 60,000. The nearest whole number to the quotient (referred to as "Maximum Number") is the number of franchises that HRI may grant in the area for operating and conducting a Chem-Dry business. The sum of franchises granted in the Franchised Area cannot exceed the Maximum Number. We, another franchisee or a third party designated by HRI may service national accounts in your Franchised Area if you elect not to service a national account or if a national account elects not to do business with you. The Franchised Area will be determined by HRI based on population, population density, geographical terrain and market potential. HRI reserves the right to refuse to sell all of the franchises available for an Assigned Area to single franchisee or an affiliated group. Typically, the minimum size of a Franchised Area is a geographic area having a population of at least 60,000 but in some rural,

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less-populated areas the Franchised Area might have a population as small as about 5,000. Based on population changes, the Maximum Number may increase or decrease and may not remain constant; however, the Maximum Number only affects HRI's ability to grant franchises and no franchise will be terminated solely as a result of a decrease in the Maximum Number.

You must operate and conduct your Business from a single location within the Franchised Area from which you may operate as many crews, teams, sales forces and vans as you desire. You may relocate your business anywhere you choose within your Franchised Area if you provide us with at least 10 days' prior written notice. Your Business office must be able to receive and store shipments.

You have no options, rights of first refusal or similar rights to acquire additional franchises. You may purchase additional franchises within the Franchised Area, although you are not granted a right of first refusal to do so. If you wish to purchase an additional franchise, you must be in compliance with your current Franchised Area, have achieved what we determine to be the full market potential of the current Franchised Area, and have sufficient vans, equipment and crew to perform the Approved Services you have undertaken within the Franchised Area. If you have purchased all of the franchises allocated to a given franchised area, the continuation of your Franchised Area is not dependent upon the achievement of a certain sales volume, market penetration or other contingency. However, if the area grows sufficiently in population to accommodate one or more additional franchises because the Maximum Number has increased, your sales volume and market penetration may be taken into consideration in deciding whether to permit you to purchase such additional franchise(s) and maintain the exclusivity of the Franchised Area.

You may not advertise, solicit, accept, or perform the Approved Services outside of the Franchised Area. If you accept or perform a job outside of your Franchised Area, HRI has the right to fine you $3,000 per violation or terminate the Franchise Agreement. You may use other channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing, to solicit sales only in your Franchised Area, and you may not provide Approved Services to any customer located outside of your Franchised Area. You may not offer services other than Approved Services to any customer regardless of the customer's location. All marketing, including Internet marketing, must be in compliance with the Chem-Dry Advertising Rules & Guidelines or may be subject to a fine of $2,000 per violation. We and our Affiliates may use other channels of distribution, such as the Internet, catalog sales, telemarketing, and other direct marketing, to solicit and make sales to customers in your Franchised Area using the Marks and other trademarks without compensating you.

As described in Item 1, BFG, HRI Holdings, and BELFOR branded outlets may offer goods and services similar to Chem-Dry goods and services. The outlets may be franchised, or company owned and operated. These outlets may solicit and accept orders within your Franchised Area. The support functions of these business may integrate with ours and use common facilities, technology or platforms to provide training, business information systems, supply chain and other support elements. There is no means or method of resolving conflicts between any competing franchises regarding territory, customers and franchisor support, as all of our affiliated systems

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operate independently of each other. There are no restrictions or restraints on competition or customer solicitation among the brand systems that may offer similar products and services.

Other than these businesses, neither HRI, nor any affiliate, has established or has any present intention to establish other franchises or company-owned outlets selling or leasing similar products or services under a different trade name or trademark. However, HRI retains all other rights with respect to Chem-Dry Businesses, the Marks, the sale of similar or dissimilar products and services, and reserves the following rights, which HRI may exercise without any compensation to you:

(1) Subject to the foregoing limitations on the Maximum Number of franchises in the Franchised Area, to grant franchises for any area and on any terms HRI deems appropriate;

(2) The right to develop, sell, manufacture or distribute, inside or outside the Franchise Area, whether in proximity to the Business or others, any type of product or service identified by or associated or identified with the Marks in any channel of distribution, including but not limited to telemarketing, direct marketing, television, catalogues, electronic media (i.e. including the Internet), and/or through retail or similar establishments or outlets;

(3) The right to develop, sell, manufacture or distribute, inside or outside the Franchised Area, any type of product or service identified by trademarks or service marks other than the Marks in any channel of distribution including but not limited to telemarketing, direct marketing, television, catalogues, electronic media (i.e. including the Internet), and/or through retail or similar establishments or outlets; and

(4) The right to conduct promotional programs and/or national account programs involving, without limitation, the offer, sale and delivery of Approved Services or other services to customers inside or outside the Franchised Area.

ITEM 13
TRADEMARKS

HRI grants to you the right to operate a franchise under the name Chem-Dry under the Franchise Agreement. You may also use the following trademarks, service marks or logos in the operation of your Chem-Dry Business. The name Chem-Dry® is the principal trademark federally registered with the U.S. Patent and Trademark Office on the Principal Register. The Franchisor has filed all required affidavits.

Mark: Chem-Dry Reg. Date: June 12, 1979, renewed April 1, 2009 1119887	Mark: The Natural Reg. Date: April 6, 1993, renewed April 25, 2013 No. 1762324
Mark: Drier. Cleaner. Healthier. Reg. Date: November 22, 2005, renewed February 3, 2016	Mark: Deep Clean the Natural Way Reg. Date: March 17, 2015 No. 4705154

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No. 3016784	
Mark: The Natural Way to Cleaner Carpets Reg. Date: March 17, 2015 No. 4705156	Mark: Deep Clean for a Healthy Home Reg. Date: January 12, 2016 No. 4885371
Mark: Your Healthy Home Starts Here Reg. Date: March 17, 2015 No. 4705153	Mark: "The Healthy Home Badge" – Removes Allergens Improves Air Quality Reg. Date: March 26, 2016No. 4926250
Mark: A Deeper Cleaning for a Healthier Home Reg. Date: January 12, 2016 No. 4885377	Mark: Clean-Dry Reg. Date: December 11, 2007, renewed December 13, 2017 No. 3352772
Mark: We Clean for Your Health Like No One Else Reg. Date: January 12, 2016 No. 4885369	Mark: THE HEALTHY HOME AUTHORITY Filing. Date: September 26, 2017 No. 5297476
CHEM-DRY OVAL WITH TAGLINE Reg. Date: July 7, 2018 No. 5519289	Mark: We Clean for Your Health Reg. Date: January 12, 2016 No. 4885365
Mark: P.U.R.T stylized Reg. Date: January 4, 1994 No. 1815327	Mark: Removes Allergens Improves Air Quality (design) Reg. Date: March 29, 2016 No. 4926250
Mark: The Healthy Workplace Authority Registration Pending No. 90/528,603	Mark: The Healthier, Deeper Carpet Cleaner Registration Pending No.97/103,265
Mark: Healthy Office Authority Registration Pending No. 90/532,591	

Additional Marks may be disclosed and authorized for your use in the Advertising Rules & Guidelines. You must follow HRI's rules when you use these Marks. You may not attempt to register any mark we use in the Chem-Dry business with any state or other government organization. You may not incorporate in your legal business name any Mark we developed for use in the Chem-Dry Business. You may not have displays, advertising, literature, business cards, signs or any other promotional or identifying literature, or business name portraying any Mark we developed for use in the Chem-Dry Business alone, without an immediately adjacent identifier as to product, business name or service. You may not use the Marks in connection with the sale of any unauthorized products or services or in any manner not authorized in writing by HRI.

There are no currently effective material determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the Marks. There are no agreements currently in effect which significantly limit HRI's right to use or license the use of the Marks in any manner material to the franchise. HRI does not

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actually know of either superior rights or infringing uses that could materially affect your use of the principal trademarks in any state.

HRI is not required to protect your right to use the Marks or to protect you against claims of infringement or unfair competition arising out of your use of the Marks. You must notify HRI immediately in writing of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and may not communicate with anyone other than HRI, HRI's attorneys and your attorneys in connection with any such infringement, challenge or claim. HRI will take such action as it, in its sole discretion, deems appropriate and will have the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any Mark. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of HRI's attorneys, may be necessary or advisable to protect and maintain its interests in any litigation or any U.S. Patent and Trademark Office or other proceeding or otherwise to protect and maintain HRI's interests in the Marks. HRI will reimburse you for your costs of taking any action HRI has asked you to take. However, HRI is not required to defend you against any claims of infringement or unfair competition arising out of your use of the Marks and is not required to indemnify you for any expenses or damage that you incur in any administrative or judicial proceeding involving any of the Marks. A finding of invalidity of any of the Marks will not affect your obligations to HRI.

If HRI in its sole discretion decides to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you must comply with HRI's directions within a reasonable period of time after receiving notice of the change. HRI will not be obligated to reimburse you for any loss of revenue or goodwill attributable to any modified or discontinued Mark or for any expenditures you make to promote a modified or substitute trademark or service mark. (See Franchise Agreement – Section 4)

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

HRI has registered the following patents with the U.S. Patent and Trademark Office:

Registration Number	Patent	Date
9,259,671	Apparatus, System and Method for Defoaming A Waste Tank	February 16, 2016
6,905,553	Device for Removing Residues from Surfaces and a Method for Accomplishing the same	June 14, 2005
7,271,140	Composition for Removing Stains from Textiles	September 18, 2007
7,503,940	Method and System for Spot-Dyeing Textiles	March 17, 2009
7,404,224	Composition for Removing Stains from Textiles	July 29, 2008

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Registration Number	Patent	Date
9,267,227	Odor Removal Treatment	February 23, 2016
8,267,607	Surface Working Apparatus	September 18, 2002
7,795,200	Textile Cleaning Composition and Method of Use	September 14, 2010
10,465,149	Stain And Odor Treatment	November 5, 2019
10,646,088	Truck Mounted Cleaning System	May 12, 2020
10,888,209	Vacuum Pathway In a Rotary Head Cleaner	January 12, 2021
11,118,145	Stain and Odor Treatment	September 14, 2021

Patents Pending

Application Number	Patent	Date Filed
17/531,357	Vacuum Extraction Head with Adjustable Height Bruch	November 19, 2021
17/380,623	Cleaning Machine Extractor Head	July 20, 2021
17/020,924	Cleaning Compositions Containing Gum And Methods of Use Therewith	September 15, 2020

Also, HRI has copyrights on advertising materials that are available to you at a nominal cost. HRI intends to renew such copyrights. HRI claims copyright protection for the Manual and related materials although these materials have not been registered with the United States Registrar of Copyrights. The Manual and related materials are considered proprietary and confidential and are considered HRI's property and may be used by you only as provided in the Franchise Agreement. You may not use HRI's confidential information in any unauthorized manner and must take reasonable steps to prevent its disclosure to others.

HRI does not warrant or guaranty that any patents or copyrights that it obtains or holds rights to and it licenses to you are valid or that you will have exclusive rights to operate under the claims of any such patent or copyright.

There currently are no effective material determinations of the U.S. Patent and Trademark Office, the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving any of the patents, patent application or copyrights listed above. There are no agreements currently in effect which will significantly limit the use of any of the patents, patent application or copyrights in any manner material to the franchise. HRI is not aware of any infringing uses which would materially affect your right to operate under any of the patents or copyrights any state.

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HRI is not required to protect your right to use the patents or copyrights or to protect you against claims of infringement or unfair competition arising out of your use of any of the patents or copyrights. You must notify HRI immediately in writing of any apparent infringement or challenge to your use of any of the patents or copyrights, or of any claim by any person of any rights in any of the patents or copyrights, and may not communicate with anyone other than HRI, HRI's attorneys and your attorneys in connection with any such infringement, challenge or claim. HRI will take such action as it, in its sole discretion, deems appropriate and will have the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any of the patents or copyrights. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of HRI's attorneys, may be necessary or advisable to protect and maintain its interests in any litigation or U.S. Patent and Trademark Office or other proceeding or otherwise to protect and maintain HRI's interests in or any of the patents or copyrights.

If it becomes advisable at any time in HRI's sole discretion for HRI and/or you to modify or discontinue the use of subject matter covered by any patent or copyright, you must comply with HRI's directions within a reasonable period of time after receiving notice. However, HRI is not obligated to reimburse you for any expenses or loss of revenue or goodwill arising from any modification or discontinuation of the subject of any patent or copyright. (See Franchise Agreement – Section 4)

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

You are not obligated to participate personally in the direct operation of your Chem-Dry Business although HRI recommends that you do so. You are responsible for the successful operation of the Chem-Dry Business and are directly responsible to us under the Franchise Agreement whether or not you participate in day-to-day operations. If you choose to use an operator to run the business, the operator must be disclosed to us and is obligated to complete HRI's Initial Training/New Buyer Training and other training program(s) successfully within 90 days of the start of their employment with your business. You remain obligated to complete New Buyer Training within 90 days after you sign the Franchise Agreement.

The operator is not required to have any ownership interest in the Chem-Dry Business. You must require the operator to sign an agreement in which the operator agrees not to divulge any trade secret or confidential or proprietary information, including the contents of the Manual, or to engage in or have any interest in any competitive business. You must pay for any additional training that HRI requires for an employee that HRI, in its sole discretion, deems unqualified because the employee cannot complete training successfully. You are not permitted to utilize independent contractors to provide services to Business customers. In addition, you cannot subfranchise, sublicense or delegate your franchise rights.

If you are a corporation, limited liability company, partnership, or other entity, each of your owners, member, or officers must personally guaranty your obligations under the Franchise

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Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete. This "Guaranty and Assumption of Obligations" is Exhibit B of the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The reputation and goodwill of HRI is based upon and can be maintained and enhanced only by furnishing high quality carpet and upholstery/drapery cleaning, spot removal, protecting services, tile and stone care services and other related products and services. You must not, without the prior written approval of HRI, offer or sell any type of service or offer, sell or use any product that is not authorized by HRI for your use in the Chem-Dry Business. You must not resell any type of cleaning solutions without the express written approval of HRI. HRI has the right to change the types of authorized services and products, and there are no limits upon HRI's right to do so. You must not sell the customer list(s) or customer contracts, or otherwise use the customer list(s) for any purpose other than in connection with the operation of your Chem-Dry Business. The equipment used in Chem-Dry Businesses may not be used for any purpose other than the operation of your Chem-Dry Business in compliance with the Franchise Agreement. You must not sell or otherwise transfer any van without first removing all of the names and marks associated with the Chem-Dry Business from the van. You can only operate, solicit and advertise within your Franchised Area subject to certain types of commercial jobs. (See Items 8, 9 and 12)

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

Provision	Section in Franchise Agreement and other agreements	Summary
a. Term of the franchise	Section 1C and Summary Page of the Franchise Agreement, Section 9 of Equipment Agreement	The term is 5 years. HRI may offer a ten-year franchise agreement when business purposes warrant. Certain restrictions apply. The MicroPro Shield™ Services Addendum is 2 years
b. Renewal or extension of the term	Section 14	You may acquire a five-year successor term, if you meet certain qualifications. The MicroPro Shield™ Services Addendum is nonrenewable

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Provision	**Section in Franchise Agreement and other agreements**	**Summary**
c. Requirements for you to renew or extend	Section 14	You give us notice of your intent to acquire a successor franchise; you must be in good standing when you give us notice and when the initial term expires; we may require that you refurbish your equipment and vans, sign release and then current form of franchise agreement (which may contain provisions that differ materially from any and all of those in the Franchise Agreement, including increased or additional fees and new product or service offerings), pay the successor fee, purchase all required new or replacement equipment (including the HCU equipment with all required attachments and the PowerHead equipment)
d. Termination by you	None	
e. Termination by us without cause	None	
f. Termination by us with cause	Section 15 of the Franchise Agreement, Section 9 of the Equipment Agreement, Section 13 of the Software License Agreement, and the Business Note	We can terminate only if you commit any one of several listed violations
g. "Cause" defined-defaults which can be cured	Section 15 and the Business Note	You have ten days to cure for non-payment and failure to provide required reports, 30 days for contract defaults or non-compliance with standards
h. "Cause" defined-defaults which cannot be cured	Section 15	Material misrepresentation or omission, failure to commence operations within 90 days of signing the Franchise Agreement, failure to satisfactorily complete training, abandonment, unauthorized transfer,

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Provision	Section in Franchise Agreement and other agreements	Summary
		conviction of or no contest plea to felony or other offense, engage in dishonest or unethical conduct which adversely affects the reputation of the Chem-Dry Business or the goodwill of the Marks, unauthorized use of a Mark, unauthorized use of the Manual or confidential information, use of non Chem-Dry cleaning solutions two or more times, non-compliance with laws, repeated defaults, bankruptcy related events, termination of another franchise agreement
i. Your obligations on termination/nonrenewal	Section 16 of the Franchise Agreement, Section 9 of the Equipment Agreement and Section 13 of the Software License Agreement	Pay outstanding amounts, de-identification, and return of confidential information, telephone numbers, customer lists, proprietary equipment and operating manuals (see also "s.")
j. Assignment of contract by us	Section 13A of the Franchise Agreement and the Business Note	No restriction on HRI's right to assign
k. "Transfer" by you – definition	Section 13B of the Franchise Agreement, Section 5 of the Equipment Agreement and Section 18 of the Software License Agreement	Includes transfer of equity, the Franchise Agreement or the Business assets
l. HRI's approval of transfer by you	Section 13B	We have the right to approve all transfers, our consent not to be unreasonably withheld

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Provision	Section in Franchise Agreement and other agreements	Summary
m. Conditions for HRI's approval of transfer	Section 13C	Transferee qualifies, transferee assumes all obligations, all amounts due are paid in full, transferee has no interest in competitive business, transferee satisfactorily completes training, transferee signs then current franchise agreement and related documents, transfer fee paid, release signed (if law allows), you subordinate amounts due to you, you correct any deficiencies and make any requested updates, you abide by covenant not to compete, transferee purchases all required equipment, and you de-identify
n. HRI's right of first refusal to acquire your business	Section 13F	HRI can match any offer within 30 days of notice of the terms and conditions of the offer
o. HRI's option to purchase your business	Section 13D	Upon notification of your death or permanent incapacity or within 6 months thereafter
p. Your death or disability	Section 13D	We can buy your Chem-Dry Business, and if we do not, your franchise or entity equity must be assigned to approved person within 6 months
q. Non-competition covenants during the term of the franchise	Section 6	No interest in or performing services for, a competitive business (defined as any business which provides or sells, or grants franchises or licenses to others to provide or sell, carpet or upholstery/drapery cleaning services or products, tile/stone care services or products, spot removal or protective services or products, or any related ancillary services or products)
r. Non-competition covenants after the franchise is terminated or expires	Section 16D	No competing business for 2 years within Franchised Area or 10 miles of Franchised Area. No franchising, licensing, manufacturing, or selling similar products, equipment, or

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Provision	Section in Franchise Agreement and other agreements	Summary
		services for 2 years within Franchised Area or any Chem-Dry Business franchised area.
s. Modification of the agreement	Sections 1F and 17K	No modifications generally but Manual and System Standards subject to change
t. Integration/merger clause	Section 17N	Only terms of Franchise Agreement are binding (subject to state law) but this does not disclaim or waive reliance on any representations in this disclosure document. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17F of the Franchise Agreement and the Business Note	Except for certain claims, all disputes must be arbitrated in Nashville, Tennessee (subject to state law). In reliance on the Federal Arbitration Act, HRI maintains its right to enforce the arbitration provision, including the Tennessee forum selection provision, in any dispute, notwithstanding any state law to the contrary.
v. Choice of forum	Section 17H	Litigation in Tennessee (subject to state law)
w. Choice of law	Section 17G	Tennessee law applies (subject to state law); Monetary claims for liquidated amounts may be asserted in litigation instead of arbitration by either you or us. The defendant may initiate arbitration of any counterclaim or underlying dispute, in which case the litigation must be dismissed, and the arbitration will be the means of dispute resolution.

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ITEM 18
PUBLIC FIGURES

HRI does not use any public figure to promote HRI's franchise.

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 the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet 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.

HRI does not currently require all Chem-Dry business franchise owners to provide periodic revenue and other financial reports concerning their franchises. Our Customer Management Software has been mandatory for new franchisees since 2013, however franchisees operating under franchise agreements signed before the mandatory reporting was implemented in 2013 may elect to use the Customer Management Software but are not required by their franchise agreements to do so. In January 2022, HRI produced a report on all franchisees currently using our Customer Management Software regarding certain financial and other information relating to the operation of their Chem-Dry business franchises during 2021. Some franchise owners operate their Chem-Dry businesses on a part-time basis or are semi-retired, and those operating businesses are different than the full time Chem-Dry business franchise being offered. To compare the existing Chem-Dry franchised business to the franchise offered accurately, HRI removed data from the report on franchisees who earned less than $75,000 per year based on their own decisions to operate on a part-time or semi-retired basis. Of the remaining franchisees using our Customer Management Software, HRI received 2021 financial information from 231 franchise owners (the “Responding Franchise Owners”), who collectively own 723 Chem-Dry business franchises (the “Responding Franchises”), and who have operated their businesses at least 1 year as of January 1, 2021, and then operated those franchises throughout all of 2021.

The Responding Franchise Owners represent approximately 29.8%, and the Responding Franchises represent approximately 41%, of our U.S. franchise owners and franchises who owned their businesses for at least 1 year and operated those franchises throughout all of 2021. We have no reason to believe that the franchise owners who use our Customer Management Software, and whose information is incorporated into this financial performance representation, do not reflect a representative sample of all Chem-Dry franchise owners and franchises in the United States who owned their businesses for at least 1 year and operated those franchises throughout all of 2021.

We believe that the Responding Franchise Owners offer the same products and services that HRI authorizes new Chem-Dry business franchises to sell. Responding Franchisees have been in business for an average of 18 years in their markets. The Responding Franchises operate in a mix of urban, suburban and rural areas, and they are disbursed geographically throughout the U.S.

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Listed below are the Number of Owners, Number of Franchises, Average Franchises per Owner, Average Revenue per Owner, Average Revenue per Franchise, Median Revenue per Owner, Median Revenue per Franchise, Average Revenue per Job, Median Revenue per Job, Owners Exceeding Average Revenue per Owner, and the Cost of Cleaning Solution as a percent of Revenue per Franchise as those terms are defined in the notes below, for the Responding Franchise Owners and Responding Franchises during the one year period from January 1, 2021 until December 31, 2021.

Group Ranked by Average Revenue	Number of Owners	Number of Franchises	Average Franchises/ Owner	Average Revenue/Owner	Median Revenue/Owner	Average Revenue/ Franchise	Median Revenue/ Franchise
Top 5%	12	81	6.8	$ 1,202,497	$ 1,140,918	$ 178,148	$ 159,927
1st Quartile	58	308	5.3	$ 722,902	$ 661,770	$ 136,131	$ 138,484
2nd Quartile	58	169	2.9	$ 302,274	$ 264,672	$ 103,739	$ 121,194
3rd Quartile	58	132	2.3	$ 177,868	$ 170,626	$ 78,154	$ 84,606
4th Quartile	57	114	2.0	$ 101,085	$ 100,261	$ 50,543	$ 53,344
Bottom 5%	12	21	1.8	$ 80,405	$ 80,700	$ 45,946	$ 41,423
Total	231	723	3.1	$ 327,006	$ 230,504	$ 104,479	$ 94,627

Group Ranked by Average Revenue	Average Revenue/Job	Median Revenue/Job	Owners Exceeding Average Revenue Per Owner	Solution as % of Revenue	Average Years Operating	Median Years in Business
Top 5%	$ 374.56	$ 374.67	33%	5.18%	25.3	25.5
1st Quartile	$ 359.85	$ 361.68	40%	4.70%	21.9	20.8
2nd Quartile	$ 320.71	$ 317.52	45%	5.10%	19.7	21.1
3rd Quartile	$ 319.99	$ 327.67	45%	6.41%	17.4	15.8
4th Quartile	$ 279.59	$ 293.14	49%	7.89%	13.6	14.3
Bottom 5%	$ 272.71	$ 255.77	58%	7.98%	11.2	8.7
Total	$ 337.18	$ 326.54	33%	5.27%	18.2	17.8

Group Ranked by Average Revenue	Number of Owners	Number of Franchises	Average Franchises/ Owner	Average Revenue/ Owner	Median Revenue/ Owner	Average Revenue /Franchise	Median Revenue/ Franchise
1	51	51	1.0	$ 216,756	$ 159,654	$ 216,756	$ 159,654
2	76	152	2.0	$ 213,490	$ 170,626	$ 106,745	$ 85,313
3 or More	104	520	5.0	$ 464,025	$ 364,101	$ 92,805	$ 76,428
Total	231	723	3.1	$ 327,006	$ 230,504	$ 104,479	$ 94,627

Group Ranked by Average Revenue	Average Revenue/Job	Median Revenue/Job	Owners Exceeding Average Revenue Per Owner	Solutions as % of Revenue	Average Years Operating	Median Years in Business
1	$ 326.76	$ 293.40	37%	5.52%	19.7	19.4
2	$ 323.62	$ 325.76	36%	5.37%	17.7	17.6
3 or More	$ 344.55	$ 345.24	38%	5.17%	17.8	17.0
Total	$ 337.18	$ 326.54	33%	5.27%	18.2	17.8

Notes:

1. A number of factors impact franchise owner's revenue, such as the operational capability of the franchise owner, the price that the franchise owner decides to charge, the competition in the market, and the franchise owner's ability to sell ancillary products and higher-margin services. The price you charge and your ability to sell may differ from the Responding Franchise Owners.

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2. The figures in these tables reflect the actual results obtained from the Customer Management Software of the Responding Franchise Owners. The figures have not been audited by HRI or independently verified. No certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form.

3. "Number of Owners", reflects the number of individual franchise owners in each measured category out of the total 231 Responding Franchise Owners.

4. "Number of Franchises", reflects the number of individual franchise businesses in each measured category out of the total 723 Responding Franchises. HRI considers each franchise agreement to be one "franchise" for purposes of counting the number of Responding Franchises.

5. "Average Revenue per Job", reflects the average revenue per carpet cleaning job as reported by the Responding Franchise Owner.

6. "Median Revenue per Job" reflects the median revenue per carpet cleaning job as reported by the Responding Franchise Owner.

7. "Median Revenue per Owner" reflects the median of the total annual revenue that the Responding Franchise Owners reported.

8. "Average Revenue per Owner" reflects the average of the total annual revenue that the Responding Franchise Owners reported.

9. "Average Revenue per Franchise" reflects the total annual revenue that the Responding Franchise Owners reported divided by the total number of Responding Franchises.

10. "Median Revenue per Franchise" reflects the median of the total annual revenue that the Responding Franchise Owners reported.

11. "Solution as a Percent of Revenue" is the average cost of all cleaning solutions bought from HRI as a percent of reported revenue by the Responding Franchise Owners for each of their Responding Franchises. This is a variable cost. We have no information about the labor cost, supplies, automotive costs and other costs that vary with the number of jobs performed and the distance traveled by technicians performing the jobs.

12. "Average Years Operating" reflects the average length of time in years that the Responding Franchise Owners have been operating their Chem-Dry business.

13. "Median Years Operating" reflects the median length of time in years that the Responding Franchise Owners have been operating their Chem-Dry business.

14. "Owners Exceeding Average Revenue per Owner" reflects the percentage of owners in that group that are exceeding the Average Annual Revenue per owner of that same group.

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15. The Responding Franchises have operated for long periods of time, some of them for longer than 18 years. These Responding Franchises report that they have developed a customer base over time that provides a recurring revenue stream. A new franchisee starting a new Chem-Dry business franchise would not start with that base of customers and should expect to realize lower revenues.

16. The Chem-Dry brand is well established in many of the markets in which the Responding Franchises operate, where advertising of the brand over the long term enhances brand awareness. If you operate your Chem-Dry business franchise in a market where the Chem-Dry brand is not yet well developed, your franchise may not benefit as much from an established trade identity in the market or from historic and current marketing activities that other Chem-Dry business franchise owners in the same market. Franchises in new markets for the Chem-Dry brand may produce lower revenue than revenue reported by Responding Franchise Owners in established markets.

17. Other than cost of cleaning solutions as a percent of revenue, this financial performance representation does not report other variable costs or fixed operating expenses, or other costs or expenses that must be deducted from the revenue figures to obtain net income or profit.

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

19. HRI will provide written substantiation for the data used to prepare this financial performance representation upon your reasonable request.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize its employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Dan Tarantin, CEO, at 3310 West End Ave., South Suite 620, Nashville, TN 37203, (800) 841-6583, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1

SYSTEMWIDE OUTLET SUMMARY FOR YEARS – 2020 – 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	1925	1770	-155
	2021	1770	1692	-78
	2022	1692	1437	-255
CompanyOwned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	1925	1770	-155
	2021	1770	1692	-78
	2022	1692	1437	-255

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TABLE 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (other than the Franchisor) FOR YEARS – 2020 – 2022

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State	Year	Number of Transfers
Alabama	2020	0
	2021	0
	2022	0
Arizona	2020	0
	2021	0
	2022	0
Arkansas	2020	0
	2021	0
	2022	0
California	2020	3
	2021	5
	2022	12
Colorado	2020	2
	2021	1
	2022	0
Connecticut	2020	0
	2021	0
	2022	0
Florida	2020	2
	2021	7
	2022	5
Georgia	2020	3
	2021	0
	2022	0
Hawaii	2020	0
	2021	0
	2022	1
Idaho	2020	0
	2021	0
	2022	1
Illinois	2020	0
	2021	0
	2022	6
Indiana	2020	0
	2021	0
	2022	2
Iowa	2020	0
	2021	0
	2022	1
Kansas	2020	0
	2021	0
	2022	1
Kentucky	2020	0

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	2021	**0**
	2022	**0**
Louisiana	**2020**	**0**
	2021	**0**
	2022	**0**
Maine	**2020**	**0**
	2021	**0**
	2022	**0**
Maryland	**2020**	**1**
	2021	**2**
	2022	**0**
Massachusetts	**2020**	**11**
	2021	**0**
	2022	**11**
Michigan	**2020**	**0**
	2021	**0**
	2022	**0**
Minnesota	**2020**	**0**
	2021	**0**
	2022	**0**
Mississippi	**2020**	**0**
	2021	**0**
	2022	**0**
Missouri	**2020**	**1**
	2021	**0**
	2022	**1**
Montana	**2020**	**3**
	2021	**0**
	2022	**0**
Nebraska	**2020**	**0**
	2021	**1**
	2022	**0**
Nevada	**2020**	**0**
	2021	**0**
	2022	**0**
New Jersey	**2020**	**0**
	2021	**0**
	2022	**1**
New Mexico	**2020**	**0**
	2021	**0**
	2022	**0**
New York	**2020**	**0**
	2021	**1**
	2022	**1**

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North Carolina	**2020**	**0**
	2021	**0**
	2022	**2**
North Dakota	**2020**	**0**
	2021	**0**
	2022	**1**
Ohio	**2020**	**0**
	2021	**1**
	2022	**0**
Oklahoma	**2020**	**0**
	2021	**0**
	2022	**0**
Oregon	**2020**	**0**
	2021	**1**
	2022	**0**
Pennsylvania	**2020**	**0**
	2021	**1**
	2022	**1**
Rhode Island	**2020**	**0**
	2021	**0**
	2022	**1**
South Carolina	**2020**	**0**
	2021	**0**
	2022	**1**
South Dakota	**2020**	**0**
	2021	**0**
	2022	**0**
Tennessee	**2020**	**0**
	2021	**0**
	2022	**0**
Texas	**2020**	**0**
	2021	**3**
	2022	**3**
Utah	**2020**	**2**
	2021	**10**
	2022	**0**
Vermont	**2020**	**0**
	2021	**0**
	2022	**0**
Virginia	**2020**	**3**
	2021	**0**
	2022	**1**
Washington	**2020**	**1**
	2021	**1**

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	2022	**0**
W. Virginia	**2020**	**0**
	2021	**2**
	2022	**0**
Wisconsin	**2020**	**0**
	2021	**0**
	2022	**0**
Wyoming	**2020**	**0**
	2021	**3**
	2022	**0**
TOTALS	**2020**	**34**
	2021	**34**
	2022	**52**

TABLE 3

STATUS OF FRANCHISED OUTLETS FOR YEARS – 2020 – 2022

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2020	32	0	0	0	0	0	32
	2021	32	0	1	0	0	0	31
	2022	31	0	4	0	0	0	27
Alaska	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Arizona	2020	39	2	1	0	0	0	40
	2021	40	4	2	2	0	0	40
	2022	40	1	7	1	0	1	32
Arkansas	2020	8	0	0	2	0	0	6
	2021	6	3	0	0	0	0	9
	2022	9	1	0	0	0	0	10
California	2020	301	4	16	17	0	0	272
	2021	272	8	19	5	0	0	256
	2022	256	13	5	13	0	27	224
Colorado	2020	55	1	2	1	0	0	53
	2021	53	1	7	1	0	1	45
	2022	45	1	2	2	0	0	40
Connecticut	2020	13	0	0	1	0	0	13
	2021	13	3	0	0	0	0	16
	2022	16	0	2	2	0	0	12

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Delaware	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	3	4
District of Columbia	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	2	0	0	0	2
Florida	2020	110	5	4	5	0	2	104
	2021	104	9	7	3	0	0	103
	2022	103	0	11	8	0	1	88
Georgia	2020	65	6	12	5	0	0	54
	2021	54	7	2	0	0	0	59
	2022	59	4	22	3	0	3	35
Hawaii	2020	7	0	1	0	0	0	6
	2021	6	0	2	0	0	0	4
	2022	4	0	1	0	0	0	3
Idaho	2020	29	0	0	1	0	0	28
	2021	28	0	0	0	0	0	28
	2022	28	0	2	0	0	0	26
Illinois	2020	71	4	5	2	0	0	68
	2021	68	0	0	5	0	0	63
	2022	63	1	10	4	0	1	49
Indiana	2020	54	1	1	0	0	0	54
	2021	54	3	0	5	0	0	52
	2022	52	0	3	4	0	2	43
Iowa	2020	13	0	2	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	0	2	0	0	0	9
Kansas	2020	10	0	2	0	0	0	8
	2021	8	0	0	1	0	0	7
	2022	7	0	0	2	0	0	5
Kentucky	2020	12	1	0	2	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	3	1	0	0	0	13
Louisiana	2020	23	0	6	2	0	0	15
	2021	15	0	5	0	0	0	10
	2022	10	0	6	0	0	0	4
Maine	2020	3	0	0	1	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Maryland	2020	57	3	4	2	0	0	54
	2021	54	2	9	0	0	0	47
	2022	47	5	15	2	0	1	34

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Massachusetts	2020	31	1	3	0	0	0	29
	2021	29	0	0	1	0	0	28
	2022	28	0	1	0	0	0	27
Michigan	2020	43	0	2	2	0	0	39
	2021	39	3	2	2	0	3	35
	2022	35	2	3	3	0	0	31
Minnesota	2020	39	0	0	1	0	0	38
	2021	38	1	5	1	0	0	33
	2022	33	0	3	1	0	0	29
Mississippi	2020	8	0	0	1	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	2
Missouri	2020	32	3	0	9	0	0	26
	2021	26	1	0	2	0	0	25
	2022	25	0	0	0	0	0	25
Montana	2020	23	3	0	1	0	0	25
	2021	25	0	0	0	0	0	25
	2022	25	0	16	2	0	1	6
Nebraska	2020	13	2	0	0	0	0	15
	2021	15	0	0	2	0	0	13
	2022	13	0	1	1	0	0	11
Nevada	2020	17	0	2	0	0	0	15
	2021	15	0	4	0	0	0	11
	2022	11	0	3	1	0	0	7
New Hampshire	2020	7	0	2	1	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	2	0	0	0	2
New Jersey	2020	41	2	6	2	0	0	35
	2021	35	5	0	0	0	0	40
	2022	40	2	14	0	0	0	28
New Mexico	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	2	1	0	0	9
New York	2020	76	0	4	5	0	0	67
	2021	67	2	18	2	0	0	49
	2022	49	2	5	2	0	0	44
North Carolina	2020	78	1	2	6	0	3	68
	2021	68	2	0	3	0	0	67
	2022	67	0	8	0	0	3	56
North Dakota	2020	4	0	0	0	0	0	4
	2021	4	0	1	1	0	0	2
	2022	2	0	0	0	0	0	2

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Ohio	2020	34	9	0	0	0	3	40
	2021	40	0	0	1	0	0	39
	2022	39	1	5	2	0	3	30
Oklahoma	2020	20	0	4	1	0	0	15
	2021	15	0	0	0	0	0	15
	2022	15	2	0	0	0	0	17
Oregon	2020	40	0	0	0	0	0	40
	2021	40	0	0	0	0	0	40
	2022	40	0	6	1	0	1	33
Pennsylvania	2020	51	0	0	3	0	1	47
	2021	47	4	2	2	0	0	47
	2022	47	9	6	4	0	2	44
Rhode Island	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
South Carolina	2020	39	2	1	0	0	1	39
	2021	39	2	0	1	0	2	38
	2022	38	0	0	4	0	0	34
S. Dakota	2020	5	0	0	0	0	0	5
	2021	5	0	2	0	0	0	3
	2022	3	0	0	0	0	0	5
Tennessee	2020	33	0	2	3	0	0	28
	2021	28	2	0	0	0	0	30
	2022	30	3	5	0	0	0	28
Texas	2020	136	5	12	3	0	6	120
	2021	120	15	3	4	0	2	126
	2022	126	3	14	2	0	7	106
Utah	2020	34	1	7	2	0	0	26
	2021	26	1	0	0	0	0	27
	2022	27	0	1	0	0	0	26
Vermont	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Virginia	2020	69	0	1	10	0	0	58
	2021	58	2	2	3	0	0	55
	2022	55	0	14	5	0	2	34
Washington	2020	76	1	0	0	0	0	77
	2021	77	3	2	7	0	3	68
	2022	68	0	4	6	0	1	56
W. Virginia	2020	7	0	0	2	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	2	1	0	0	2

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Wisconsin	2020	32	2	0	2	0	0	32
	2021	32	0	0	0	0	0	32
	2022	32	1	3	3	0	2	25
Wyoming	2020	9	1	0	0	0	0	10
	2021	10	0	0	1	0	0	9
	2022	9	0	4	0	0	0	5
Other US Territories	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Canada	2020	75	0	2	8	0	4	61
	2021	61	4	3	2	0	0	60
	2022	60	2	11	2	0	0	49
TOTALS	2020	2000	60	106	103	0	20	1831
	2021	1831	87	98	57	0	11	1752
	2022	1752	56	228	82	0	61	1437

Notes on 2022 transactions affecting outlet counts:

*5 licenses relocated from Mississippi to Florida increasing Florida numbers and reducing Mississippi numbers.

2 Colorado licenses relocated to South Dakota increasing South Dakota numbers and reducing Colorado numbers

1 Washington license relocated to Oregon increasing Oregan numbers and reducing Washington numbers

TABLE 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS – 2020 - 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
None	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

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TABLE 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected Company-Owned Outlets In Next Fiscal Year
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	2	0
Arkansas	0	0	0
California	2	4	0
Colorado	0	1	0
Connecticut	0	1	0
Delaware	0	0	0
Florida	5	3	0
Georgia	0	2	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	3	0
Indiana	0	1	0
Iowa	0	0	0
Kansas	0	1	0
Kentucky	0	1	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	2	0
Massachusetts	0	2	0
Michigan	0	1	0
Minnesota	0	2	0
Mississippi	0	0	0
Missouri	0	2	0
Montana	0	0	0
Nebraska	0	1	0
Nevada	0	1	0
New Hampshire	0	0	0
New Jersey	1	3	0
New Mexico	0	0	0
New York	0	3	0
North Carolina	0	3	0
North Dakota	0	0	0
Ohio	0	3	0
Oklahoma	0	1	0

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State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected Company-Owned Outlets In Next Fiscal Year
Oregon	0	1	0
Pennsylvania	5	3	0
Rhode Island	0	0	0
South Carolina	0	1	0
South Dakota	0	0	0
Tennessee	0	2	0
Texas	0	5	0
Utah	0	0	0
Vermont	0	0	0
Virginia	0	3	0
Washington	0	2	0
West Virginia	0	0	0
Wisconsin	0	2	0
Wyoming	0	0	0
TOTALS	13	62	0

A list of the names of all franchisees and their telephone numbers and addresses as of December 31, 2021 is attached as Exhibit E. A list of the name and last known home address and telephone number of every franchisee who has had their franchise agreement terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement for the period ending December 31, 2021 or who has not communicated with us within 10 weeks of the date of issuance of this document, is attached as Exhibit F. Some franchisees listed in this Exhibit terminated, canceled, non-renewed or otherwise voluntarily cease to do business under more than one franchise agreement(s) during the period ending December 31, 2022. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

There are no trademark-specific franchisee organizations associated with the Chem-Dry franchise system. HRI has established a Voice of Chem-Dry (VOC) Advisory Board consisting of ten franchisee representatives. Generally, a new chairperson is elected each year in the Fall. The current chairperson of the VOC is Dave Swart and he can be reached c/o Harris Research, Inc., 3310 West End Avenue, Suite 620, Nashville, TN 37203, 800-841-6583 or by email VOC@chemdry.com.

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ITEM 21
FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document in Exhibit G are the fiscal year end audited financial statements of HRI Holdings, Inc., our parent company, for the years 2019, 2020, and 2021, and our unaudited financial statements for the year 2022. Our parent HRI Holdings, Inc. guarantees our performance to franchisees under the franchise agreements. A copy of the Guaranty of Performance is also included in Exhibit G. The fiscal year of HRI Holdings, Inc. ends December 31.

ITEM 22
CONTRACTS

The Franchise Agreement is attached as Exhibit B to this disclosure document. The Equipment Agreement is attached as Exhibit B to the Franchise Agreement. The Software License Agreement is attached as Exhibit C to the Franchise Agreement. The Consolidated Office Agreement is attached as Exhibit D to the Franchise Agreement. State addenda (where applicable) are attached as Exhibit E to the Franchise Agreement. The Release Agreements are attached as Exhibit F to the Franchise Agreement. The Business Note is attached as Exhibit C to this disclosure document. If you are eligible, you may request to add the MicroPro Shield as an Additional Service and sign the Addendum attached to your Franchise Agreement. When HRI countersigns and returns the Addendum, you may commence participation in the MicroPro Shield program.

ITEM 23

RECEIPT

The final pages of this Disclosure Document are detachable receipt pages acknowledging your receipt of the Disclosure Document. If these pages, or any other pages or exhibits are missing from your copy, please notify us immediately. You should sign both copies of the receipt. You should retain one signed copy for your records and return the other signed copy to: Renee Riege, Director of Legal Administration, at 3310 West End Avenue, Suite 620, Nashville, TN 37203.

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EXHIBIT A

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 Agent: California Commissioner of Financial Protection and Innovation	MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360 Agent: Maryland Securities Commissioner
HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2744 Agent: Commissioner of Securities of the Department of Commerce and Consumer Affairs	MICHIGAN Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street, 6th Floor Lansing, Michigan 48913 (517) 373-7177 Agent: Michigan Department of Commerce Corporations and Securities Bureau
ILLINOIS Franchise Division Office of Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465 Agent: Illinois Attorney General	MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600 Agent: Minnesota Commissioner of Commerce
INDIANA Franchise Section Indiana Securities Division 302 West Washington Street Room E-111 Indianapolis, Indiana 46204 (317) 232-6681 Agent: Indiana Secretary of State Indiana Securities Division 201 State House Indianapolis, IN 46204	NEBRASKA Nebraska Department of Banking and Finance 1200 N Street P.O. Box 95006 Lincoln, Nebraska 68509-5006

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NEW YORK NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Phone (212) 416-6042 Fax Agent: Attention: New York Secretary of State/ New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492	SOUTH DAKOTA c/o Division of Insurance Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563 Agent: Director of South Dakota Division Securities
NORTH DAKOTA North Dakota Securities Department State Capitol 600 East Boulevard Avenue Fifth Floor – Dept 414 Bismarck, North Dakota 58505-0510 (701) 328-4712 Agent: North Dakota Securities Commissioner	TEXAS Secretary of State P.O. Box 12887 Austin, Texas 78711
OREGON Department of Insurance and Finance Corporate Securities Section Labor and Industries Salem Building Oregon 97310 (503) 378-4387 Agent: Director of Oregon Department of Insurance and Finance	VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 Agent: Clerk of the State Corporation Commission 1300 E Main St., 1st FL Richmond, VA 23219 (804) 371-9733

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RHODE ISLAND Division of Securities John O. Pastore Complex - Bldg. 69-1 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9500 Agent: Director of Rhode Island Department of Business Regulation	WASHINGTON Director Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760 Agent: Securities Administrator, Director of Department of Financial Institutions
WISCONSIN Securities and Franchise Registration Securities Division of the Wisconsin Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703 (608) 266-8559 Agent: Wisconsin Commissioner of Securities	NORTH CAROLINA Department of the Secretary of State PO Box 29622 Raleigh, NC 27626-0622
CONNECTICUT State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 Agent: Banking Commissioner	

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EXHIBIT A-2

Routine Litigation Filed in 2021

Harris Research, Inc. v. Brimage et al., No. 21-0979-IV (M.D. Tenn. Filed September 30, 2021).

Harris Research, Inc. v. LaChance et al., No. 21-0980-II (M.D. Tenn. Filed September 30, 2021).

Harris Research, Inc. v. McComb, et al., No. 21-0985-II (M.D. Tenn. Filed September 30, 2021).

Harris Research, Inc. v. Mengu, et al., No. 21-0982-IV (M.D. Tenn. Filed September 30, 2021).

Harris Research, Inc. v. John, et al., No. 21-0983-IV (M.D. Tenn. Filed September 30, 2021).

Harris Research, Inc. v. Botello, et al., No. 21-0984-IV (M.D. Tenn. Filed September 30, 2021).

Harris Research, Inc. v. Loo, et al., No. 21-0986-II (M.D. Tenn. Filed September 30, 2021).

Harris Research, Inc. v. Coleman, et al., No. 21-0990-I (M.D. Tenn. Filed September 30, 2021).

Harris Research, Inc. v. Baird, et al., No. 21-1090-I (M.D. Tenn. Filed November 1, 2021).

Harris Research, Inc. v. Boone, et al., No. 21-1091-I (M.D. Tenn. Filed November 1, 2021).

Harris Research, Inc. v. Blanco, et al., No. 21-1095-I (M.D. Tenn. Filed November 2, 2021).

Harris Research, Inc. v. Berber, et al., No. 21-1096-II (M.D. Tenn. Filed November 2, 2021).

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EXHIBIT B
FRANCHISE AGREEMENT

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Franchise Agreement 2301

Franchise Number:

Effective Date:

CHEM-DRY®
FRANCHISE AGREEMENT

(the "Franchise Agreement")

SUMMARY PAGES

FRANCHISE NUMBER: _____

The Effective Date as referenced in this Agreement is: _____

The following terms are used throughout this Agreement, its Exhibits and Addenda, and are defined as follows:

Parties

1. Harris Research, Inc., a Utah corporation, with its principal office at 3310 West End Avenue, Suite 620, Nashville, Tennessee 37203, (together with its successors and assigns, referred to in this Agreement as "HRI," "we" or "us").

2. _____, a resident of the State of _____, or

3. _____, a _____ _____ with its principal office at _____

(referred to in this Agreement as "FRANCHISEE" or "You").

4. The "Ownership Interest" referred to in Section 1.B. of this Agreement, if FRANCHISEE is at any time a corporation, limited liability company, or general or limited partnership (collectively, an "Entity"), FRANCHISEE represents that the information about the Entity in the Summary Pages is true and accurate:

The following is a list of all current owners, managers, and officers of FRANCHISEE (the "Owners").

Type of Ownership Interest: _____

Name, Offices	Address	Telephone	Email	Percentage Ownership/ Shares/Units

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5. The "Franchised Area" as referenced in Section 1.D. of the Franchise Agreement is as follows:

FRANCHISEE agrees to conduct the BUSINESS from a location within the Franchised Area.

6. The "Initial Fee" as referenced in Section 8.A. of this Agreement is $_____ and consists of the "Initial License Fee" of $_____ and the "New Business Set" price of $_____ and includes:

_____Executive Portable Package totaling $36,495

_____Executive Truck Mount Package totaling $57,995

_____Executive Truck Mount Direct Drive Package totaling $62,995

8. The "Down Payment" as referenced in Section 8.A. of this Agreement is $_____and is due at the time FRANCHISEE executes this Agreement. The Business Note principal amount is $_____, calculated as the Initial License Fee less the Down Payment. The Business Note is payable over __ months unless payable sooner in accordance with its terms.

9. The "Monthly Franchise Fee" as referenced in Section 8.B. of this Agreement, is $430.89 as of the Effective Date.

10. The "BMF Contribution" as referenced in Section 10.b of this Agreement is $160.00 as of the Effective Date.

11. The "Successor Fee" as referenced in Section 14 of this Agreement is $1,000.

12. The "Transfer Fee" as referenced in Section 13 of this Agreement is:

(i) $3,000, unless the transfer is a non-controlling interest conveyed to a spouse or adult offspring, in which case the Transfer Fee is $1,500; or

(ii) If HRI assisted FRANCHISEE in its efforts to identify a buyer for the BUSINESS or introduced transferee to FRANCHISEE in the eighteen (18) months prior to the transfer of any assets of the BUSINESS, then FRANCHISEE or the transferee will pay HRI a transfer fee of 10% of the sales price, but no less than $10,000, subject to Section 13 of this Agreement; or

(iii) If regarding an "Franchised Area Transfer" the fee as referenced in Section 14.D. of this Agreement is $2,000.

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Franchise Number:

Effective Date:

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Franchise Agreement 2301

CHEM-DRY®
FRANCHISE AGREEMENT

This Agreement is made and entered into, and effective on the Effective Date by and between HRI and FRANCHISEE.

1. GRANT OF FRANCHISE

a. ACKNOWLEDGEMENTS BY THE PARTIES

i. HRI has designed and developed a system and franchise opportunity for the operation of businesses using specialized equipment and products to perform carpet and upholstery/drapery cleaning, including area rug cleaning, tile and stone care, spot removal and protective services, as well as such other services which may be specified from time to time, under the "CHEM-DRY" name and other trademarks ("CHEM-DRY Businesses"). CHEM-DRY Businesses have distinctive formats, methods, procedures, designs, layouts, standards and specifications, all of which may be improved, further developed or otherwise modified from time to time. HRI owns all rights to, interest in and goodwill of, and uses, promotes and licenses certain trade names, trademarks, trade dress, service marks and other commercial symbols, including, but not limited to, the service mark, trademark and trade name "CHEM-DRY" (the "Marks"). HRI has also designed and developed, and owns all rights to, certain specialized equipment and products for use in CHEM-DRY Businesses.

ii. HRI grants franchises to persons who are willing to undertake the investment and effort to own and operate a CHEM-DRY Business offering the services HRI authorizes and using HRI's business formats, methods, procedures, designs, layouts, standards, specifications and Marks, as such things may exist from time to time, (the "Franchise System").

iii. FRANCHISEE acknowledges that FRANCHISEE has read this Agreement and HRI's Franchise Disclosure Document and that FRANCHISEE understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain HRI's high standards of quality and service, as well as the uniformity of those standards at each CHEM-DRY Business and to protect and preserve the goodwill of the Marks. FRANCHISEE acknowledges that HRI has the right to restrict FRANCHISEE'S sources of goods and services, as provided in various sections in this Agreement. FRANCHISEE acknowledges that FRANCHISEE has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks and that the success of the venture is largely dependent upon the business abilities of FRANCHISEE. FRANCHISEE acknowledges and agrees that HRI's officers, directors, employees and agents act only in a representative and not in a personal capacity in their dealings with

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FRANCHISEE. FRANCHISEE further acknowledges that FRANCHISEE has not received or relied upon, any warranty or guaranty, express or implied, as to the potential revenues, profits or success of the franchise or policies made by HRI or its officers, directors, employees or agents that are contrary to the statements, if any, expressly made in HRI's Franchise Disclosure Document. FRANCHISEE further represents to HRI, as an inducement to its entry into this Agreement, that FRANCHISEE has made no misrepresentations in obtaining the franchise. FRANCHISEE further acknowledges that HRI has not made any representation, warranty, or other claim regarding the CHEM-DRY Business franchise opportunity, other than those made in this Agreement and HRI's Franchise Disclosure Document. FRANCHISEE represent and warrants to HRI that FRANCHISEE has independently and thoroughly evaluated this opportunity, including by using business professionals and advisors selected and engaged by FRANCHISEE, and has relied solely upon those evaluations in deciding to enter into this Agreement. FRANCHISEE further acknowledges that FRANCHISEE has been afforded an opportunity to ask any questions FRANCHISEE has and to review any materials of interest to FRANCHISEE concerning the CHEM-DRY Business franchise opportunity. Finally, FRANCHISEE acknowledges that FRANCHISEE has been afforded an opportunity, and has been encouraged by HRI, to have this Agreement and all other agreements and materials HRI has given or made available to FRANCHISEE reviewed by an attorney or other professional advisor.

b. <u>FRANCHISEE ENTITY</u>

If FRANCHISEE is a corporation, limited liability company, or general or limited partnership (collectively, an "Entity"), FRANCHISEE and the Owners jointly and severally represent and warrant to HRI, and covenant with HRI that:

1. FRANCHISEE is duly organized or formed, validly existing and in good standing under the laws of the state of FRANCHISEE'S incorporation or formation and duly qualified to do business in the State where the Franchised Area is located.

2. FRANCHISEE has (i) full power and authority under its charter, organizational documents, operating agreement, or partnership agreement, as applicable, to enter into and perform its obligations under this Agreement, (ii) duly authorized the persons signing this Agreement to enter into, execute and deliver this Agreement and pay the fees due and payable hereunder, (iii) determined that the execution, delivery and performance of this Franchisee Agreement by FRANCHISEE will not constitute a breach of or default under its charter, governing documents or any

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instrument, note, mortgage, security agreement or contract to which FRANCHISEE is a party, directly, with the giving of notice, the passage of time or both, and (iv) determined that no consent of any third party is necessary for FRANCHISEE to enter into, execute, deliver or perform its obligations under this Agreement.

3. FRANCHISEE'S charter, organizational documents, operating agreement, or partnership agreement, as applicable, will be amended within 10 days after the Effective Date to recite that this Agreement restricts the issuance and transfer of any ownership interests in FRANCHISEE, and all certificates and other documents representing ownership interests in FRANCHISEE will bear a legend or notice referring to this Agreement's restrictions;

4. The Summary Page to this Agreement completely and accurately describes all of FRANCHISEE'S Owners and their interests in FRANCHISEE and the information about the Owners set forth on the Summary Page.

5. Each of FRANCHISEE'S Owners with more than five (5%) ownership interest agree to execute a guarantee in the form HRI prescribes undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between FRANCHISEE and HRI. Subject to HRI's rights and FRANCHISEE'S obligations under Section 13, FRANCHISEE and its Owners agree to sign and deliver to HRI from time to time a revised Summary Page to reflect any changes in the information included thereon.

6. The BUSINESS (defined below) and other CHEM-DRY Businesses, if applicable and authorized by HRI, will be the only businesses FRANCHISEE operates.

c. GRANT OF FRANCHISE

FRANCHISEE has applied for a franchise to own and operate a CHEM-DRY Business. FRANCHISEE and Owners represent and warrant to HRI that all information submitted to HRI as part of or related to the application was true, correct and complete as of the time of submission and is true, correct and complete as of the Effective Date. Such application has been approved by HRI in reliance upon all of the representations made therein. Subject to the terms and conditions of this Agreement, HRI hereby grants to FRANCHISEE a non-exclusive franchise to use the Marks and the Franchise System (the "Franchise") to operate a CHEM-DRY Business (the "BUSINESS") in the area as defined in the Summary Page to this Agreement (the "Franchised Area") and to use the Marks in the operation thereof from the Effective Date of this Agreement

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for a term (the "Term") beginning on the Effective Date and ending five (5) years from the Payment Start Date as referenced in Section 8.B. of this Agreement, or, if this Agreement pertains to the transfer of an existing Chem-Dry Business or is a Successor Agreement, ending five (5) years from the Effective Date of this Agreement. In connection with the operation of the BUSINESS, FRANCHISEE must offer and perform carpet and area rug cleaning, upholstery cleaning, spot removal and protecting services, including removing red stains, treating pet urine odor on carpets and imparting stain resistance to carpet fibers that we mandate, and such other services which may from time to time be changed, specified, and/or directed by HRI (the "Required Services"). FRANCHISEE also may, upon consent or request of HRI, offer and perform other services that HRI first approves, which may require certification by successful completion of additional training and/or purchase of additional equipment and cleaning solutions ("Additional Services"). This Agreement refers to the Required Services and the Additional Services as the "Approved Services." HRI reserves the right to change the lists of Required Services and Approved Services at any time. As of the Effective Date, the list of Additional Services includes leather and vinyl cleaning, carpet repair, carpet spot dyeing, vinyl composite tile cleaning services, wood floor cleaning, and dryer vent cleaning. HRI may condition the offer and sale, or continuation of the offer and sale, of Additional Services and products in its sole discretion, and to require franchisees which offer and perform such Additional Services to be certified by successful completion of an additional training and/or the purchase of additional equipment and cleaning solutions. Termination or expiration of this Agreement shall constitute a termination or expiration of the Franchise.

d. <u>FRANCHISED AREA</u>

i. The number of franchises which can operate and perform CHEM-DRY Businesses within the Franchised Area at any given time is determined by dividing the current population of the area by sixty thousand (60,000). The nearest whole number to the quotient (the "Maximum Number") is the maximum number of franchises that HRI may grant in the Franchised Area; provided, however, that, in addition, another franchisee or a third party designated by HRI may service national accounts in the Franchised Area if FRANCHISEE elects not to service a national account or if a national account elects not to do business with FRANCHISEE. The Franchised Area will be determined by HRI based on, among other things, population, population density, geographical terrain and market potential. Based on population changes, the Maximum Number may increase or decrease from time to time and may not remain constant; however, the Maximum Number only affects HRI's ability to grant franchises and no franchise will be terminated solely as a result of a decrease in the Maximum Number. FRANCHISEE is in compliance with this Agreement when no event or circumstance has occurred that will give HRI the right to terminate this Agreement under Section 15, whether or not HRI has given notice of default, non-compliance or termination to FRANCHISEE.

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ii. FRANCHISEE agrees to operate and conduct business from a single location within the non-exclusive Franchised Area from which FRANCHISEE may operate as many crews, teams, sales forces and vans as necessary. In the event FRANCHISEE has multiple franchises, a separate cleaning crew must be available for each franchise to perform requested work within the Franchised Area for the Approved Services.

iii. FRANCHISEE agrees to advertise and solicit business for the authorized services within the Franchised Area only. FRANCHISEE further agrees that FRANCHISEE will accept and perform only those jobs that are within the Franchised Area.

iv. If FRANCHISEE accepts and performs a job outside of the Franchised Area, HRI will have the right to impose on FRANCHISEE a fine of $3,000 for each occurrence, due and payable upon invoice, or the right to terminate this Agreement.

v. FRANCHISEE agrees to, at all times, faithfully, honestly and diligently perform his or her obligations hereunder and to continuously exert best efforts to effectively promote and enhance the BUSINESS and develop and service customers within the Franchised Area.

e. <u>RIGHTS HRI RESERVES</u>

Except for the limited license and rights expressly granted to FRANCHISEE under this Agreement, HRI retains all rights with respect to CHEM-DRY Businesses, the Franchise System, the Marks, the sale of the same or similar products and services, and any other activities HRI deems appropriate whenever and wherever HRI desires including inside or outside the Franchised Area. Specifically, but without limitation, HRI reserves the right to:

1. subject to the foregoing limitations on the Maximum Number of franchises in the Franchised Area, grant franchises for any area, including inside or outside the Franchised Area, on any terms HRI deems appropriate;

2. develop, sell, manufacture or distribute, inside or outside the Franchised Area, whether in proximity to the BUSINESS or otherwise, any type of product or service identified by or associated with the Marks or other trademarks in any channel of distribution, including but not limited to telephone and mail order, television, electronic media (i.e., including the internet), catalogue sales, and/or through retail or similar establishments or outlets;

3. develop, sell, manufacture or distribute inside or outside the Franchised Area, whether in proximity to the BUSINESS or otherwise, any type of product or service identified

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by trademarks or service marks other than the Marks in any channel of distribution including but not limited to telephone and mail order, television, electronic media (i.e., including the internet), catalogue sales, and/or through retail or similar establishments or outlets; and

4. subject to the terms of this Agreement, conduct promotional programs and/or national accounts programs, involving, without limitation, the provision of services to customers inside or outside the Franchised Area.

f. MODIFICATION OF FRANCHISE SYSTEM

Because complete and detailed uniformity among Franchise System franchisees under varying conditions might not be possible or practical, FRANCHISEE acknowledges that HRI specifically reserves the right and privilege, to vary, waive, modify, change or add to System Standards for any franchisee based upon the particulars of any condition that HRI considers important to that franchisee's successful operation. FRANCHISEE has no right to require HRI to grant FRANCHISEE a similar variation or accommodation, or to claim for damages from such variation, or to prevent or enjoin the granting and continuation of such variation or accommodation. Furthermore, FRANCHISEE acknowledges and agrees that HRI may from time to time add to, subtract from, modify or otherwise change the Franchise System, including, without limitation, the adoption and use of new or modified certification marks, trademarks or trade names, new fixtures, equipment and signs, new products or services and new techniques in connection therewith, and FRANCHISEE agrees, at its own cost, to promptly accept, implement, use and display all such alterations, modifications and changes.

2. BUSINESS DEVELOPMENT

a. BUSINESS DEVELOPMENT

FRANCHISEE agrees to do the following, at FRANCHISEE's own expense, to develop the BUSINESS:

1. secure all financing required to develop and operate the BUSINESS;

2. obtain and maintain in good standing all required permits and licenses necessary to operate the BUSINESS, and comply with all applicable laws relating to the operation of the BUSINESS;

3. purchase or lease, and install, all required equipment, supplies, products, vehicles (including at least one (1) white cargo van) and signs (collectively, "Operating Assets") for the BUSINESS; and

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4. complete all required training in a timely manner, as more fully described in Section 3 below.

b. <u>VANS</u>

FRANCHISEE agrees to purchase or lease one (1) or more white cargo van(s) suitable for the purpose of transporting various equipment, supplies and materials needed to operate the BUSINESS and which otherwise meets HRI's System Standards in the Manual. The van(s) must be used for all cleaning jobs. FRANCHISEE agrees: (1) to maintain the condition and appearance of FRANCHISEE's van(s) according to the standards imposed by HRI from time to time and to maintain the condition of the equipment consistent with the image of a CHEM-DRY Business as a professionally operated service business; (2) that the van(s) shall not be used for any purpose other than the operation of the BUSINESS as described herein; (3) not to sell, donate, rent, lease or otherwise transfer any of the van(s) without first removing any and all signs, emblems, lettering and logos indicating an association with CHEM-DRY Businesses, and/or other Marks, from the van(s).

c. <u>COMPUTER SYSTEM</u>

i. HRI may designate specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by you, including without limitation: (i) a compatible computer system that complies with our standards and specifications; (ii) archival back-up systems; (iii) internet access mode and speed; and (iv) physical, electronic, and other security systems (the "Computer System"). HRI may modify the specifications and components of the Computer System from time to time. Upon HRI's request, FRANCHISEE agrees to purchase and install the Computer System, including any upgrades or replacements HRI specifies.

ii. FRANCHISEE also agrees to pay initial and ongoing fees to HRI or its designee for licensing, maintenance and support of any proprietary computer software/applications HRI or its designee provides as a part of the Computer System and that such software/applications may include, among other things, a credit card or other payment processing function requiring FRANCHISEE to process all credit card and other payment transactions through this component of the Computer System.

iii. Franchisee agrees to execute and comply with the terms of the Software License Agreement for use in conjunction with the Computer System and acknowledges that any breach of the Software License Agreement will be deemed to be a material breach of this Agreement and any other franchise agreement FRANCHISEE may have with HRI or its affiliates.

iv. You may not implement a website or URL for your Chem-Dry Business, either yourself or through a third-party provider, without our prior written consent.

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v. We have the right to change this requirement at our discretion.

d. BUSINESS OPENING

FRANCHISEE agrees not to open the BUSINESS until:

1. FRANCHISEE completes HRI's initial training to HRI's satisfaction;

2. FRANCHISEE pays the initial fee and other amounts then due to HRI; and

3. FRANCHISEE gives HRI certificates for all required insurance policies in accordance with current System Standards.

Subject to FRANCHISEE'S compliance with these conditions, FRANCHISEE agrees to commence operation of the BUSINESS no later than ninety (90) days after the effective date of this Agreement.

3. TRAINING AND GUIDANCE

a. INITIAL AND NEW BUYER TRAINING

i. Unless you are an existing franchisee, HRI shall furnish an initial training program on the operation of a CHEM-DRY Business which FRANCHISEE is required to complete to HRI's satisfaction prior to FRANCHISEE'S commencement of BUSINESS operations. HRI agrees to provide FRANCHISEE with initial training on how to (1) mix and apply cleaning solutions, use equipment in cleaning the work product and performing the services required for a CHEM-DRY business under normal working conditions; (2) compute estimates; (3) solicit and maintain business; and (4) replace inventory and otherwise enter into and conduct a CHEM-DRY Business. If FRANCHISEE purchases a new franchise from HRI, FRANCHISEE will be required to attend a training session Logan, Utah, or at another location designated by HRI prior to operating the CHEM-DRY Business. If FRANCHISEE is a transferee, FRANCHISEE must complete the training required in this section 3.A. within ninety (90) days of FRANCHISEE'S execution of this Agreement by attending a training session in Logan, Utah or at another location designated by HRI.

ii. FRANCHISEE is responsible for all compensation, benefits, taxes, insurance, travel expenses and living expenses which are incurred in connection with attending the training program. The New Business Set includes training tuition for two people to attend training. HRI may charge tuition for additional trainees and for training associated with the transfer of

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an existing franchise. The tuition amount as of the Effective Date is $75.00 per day per attendee.

iii. If HRI determines, in its sole discretion, that FRANCHISEE failed to satisfactorily complete the training program, HRI shall have the right to require that FRANCHISEE attend the next initial training program at FRANCHISEE'S expense (including tuition charged by HRI and all compensation, benefits, taxes, insurance, travel and living expenses incurred), or that FRANCHISEE view HRI's web-based training or other media and pass the accompanying test(s). If FRANCHISEE'S performance in the additional training program is unsatisfactory or if FRANCHISEE fails to complete the training, FRANCHISEE'S Business Note signed in connection with this Agreement will be accelerated and immediately due and payable and HRI shall have the right to terminate this Agreement effective immediately upon delivery of notice of termination to FRANCHISEE.

b. <u>ONGOING TRAINING</u>

i. FRANCHISEE is required to complete at least one (1) in-person training course per year and the online training. The initial training will fulfill the training requirement for the calendar year in which this Agreement is dated. In subsequent calendar years, you are required to complete at least one in-person training course per calendar year and various online or other electronic training modules or seminars as required for each authorized service the BUSINESS offers. HRI may charge reasonable registration or similar fees for the training programs and/or to provide FRANCHISEE with the training materials necessary to fulfill FRANCHISEE's annual training obligations. FRANCHISEE is responsible for all compensation, benefits, taxes, insurance, travel and living expenses incurred in connection with FRANCHISEE'S or FRANCHISEE'S employees attending such courses. FRANCHISEE understands and agrees that any specific ongoing training or advice HRI provides does not create an obligation (whether by course or dealing or otherwise) to continue to provide such specific training or advice, all of which HRI may discontinue and/or modify from time to time. If FRANCHISEE fails to fulfill any portion of the annual training requirements, HRI shall have the right to impose on FRANCHISEE fine(s) of $500. FRANCHISEE shall pay such fine when invoiced.

ii. FRANCHISEE agrees to attend at least two annual conventions during the term of this Agreement and pay the convention fees charged for attending each convention charged by HRI. FRANCHISEE further agrees to attend at least one annual convention during the first three years of the term of this Agreement. If FRANCHISEE fails to attend an annual convention as required by this Agreement HRI shall have the right to impose on

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FRANCHISEE a fine of $500. FRANCHISEE shall pay such fine when invoiced.

c. GUIDANCE AND MANUAL

i. HRI shall furnish to FRANCHISEE guidance in the form and substance determined necessary by HRI in connection with the operation of his or her BUSINESS. In the sole discretion of HRI, it shall furnish such guidance in the form of HRI's training manual (which may consist of one or more separate manuals) and other manuals for the operation of a CHEM-DRY Business (the "Manual"), newsletters or other written materials, electronic media, telephonic conversations and/or consultation at the offices of HRI or FRANCHISEE. Additional guidance and assistance shall be available, in the sole discretion of HRI, at per diem fees and charges established from time to time by HRI. New ideas or inventions when made or obtained by HRI will be made available to franchisees at HRI's sole discretion.

ii. During the term of the Franchise, HRI will provide FRANCHISEE with access to the Manual, which could include DVDs, computer software and other applications, access to web-based training, other electronic media, and/or written materials. The Manual contains mandatory and suggested specifications, standards, operating procedures and rules ("System Standards") prescribed from time to time by HRI for the operation of a CHEM-DRY Business and information relative to other obligations of FRANCHISEE hereunder. HRI shall have the right to add to, delete from, replace and otherwise modify the Manual from time to time to reflect changes in System Standards and the Franchise System, provided that no such addition or modification shall alter FRANCHISEE'S fundamental status and rights under this Agreement. FRANCHISEE shall keep the Manual current. In the event of a dispute over the contents of the Manual, the master copy maintained by HRI at its principal office, shall be controlling. FRANCHISEE agrees that the Manual's contents are confidential and agrees not disclose the Manual at any time to any person other than employees of the BUSINESS who need to know its contents or use the Manual for any purpose other than operating the BUSINESS. FRANCHISEE may not, at any time, copy, duplicate, record, or otherwise reproduce any part of the Manual. If FRANCHISEE loses the Manual or the Manual is damaged or destroyed, FRANCHISEE shall obtain a replacement copy at HRI's then applicable charge.

iii. At HRI's option, HRI may post some, or all, of the Manual on a restricted Website or intranet to which FRANCHISEE will have access. (For purposes of this Agreement, "Website" means an interactive electronic document contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web

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home pages). If HRI does so, FRANCHISEE agrees to follow HRI's security protocols and monitor and access the Website or intranet for any updates to the Manual or System Standards. Any passwords or other digital identifications necessary to access the Manual on a Website or intranet will be deemed to be part of Confidential Information (defined in Section 5 below).

4. MARKS

a. OWNERSHIP AND GOODWILL OF MARKS

FRANCHISEE acknowledges the right to use the Marks is derived solely from this Agreement and is limited to the conduct of the BUSINESS pursuant to and in compliance with this Agreement and all System Standards as prescribed by HRI from time to time during the Term. Any unauthorized use of the Marks by FRANCHISEE shall constitute an infringement of the rights of HRI in and to the Marks. FRANCHISEE agrees that all usage of the Marks by FRANCHISEE and any goodwill established thereby shall inure to the exclusive benefit of HRI. FRANCHISEE acknowledges that this Agreement does not confer any goodwill or other interests in the Marks upon FRANCHISEE (other than the right to operate the BUSINESS under this Agreement). All provisions of this Agreement applicable to the Marks shall apply to any additional proprietary trade and service marks and commercial symbols HRI hereafter authorizes for use by FRANCHISEE. FRANCHISEE may not at any time during or after the term of this Agreement, contest or assist any other person in contesting the validity, or HRI's ownership of, the Marks.

b. LIMITATIONS ON FRANCHISEE'S USE OF MARKS

FRANCHISEE agrees to use the Marks as the sole identification for the BUSINESS, except that FRANCHISEE shall always be identified as the independent owner and operator thereof in the form and manner prescribed by HRI. FRANCHISEE shall not use any Mark (1) as part of any Entity or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to FRANCHISEE hereunder), (3) in selling any unauthorized services or products, (4) as part of any domain name, homepage, electronic address, or otherwise in connection with a website or email, except as outlined in the Advertising Rules & Guidelines, or (5) in any other manner not expressly authorized in writing by HRI. FRANCHISEE may not use the Marks in advertising the transfer, sale, or other disposition of the BUSINESS or an ownership interest in FRANCHISEE without HRI's prior written consent, which it will not unreasonably withhold. FRANCHISEE agrees to prominently display the Marks (and only the Marks) on each van used by FRANCHISEE in connection with the operation of the BUSINESS, and on contracts, forms, equipment, uniforms and other materials authorized by HRI. FRANCHISEE further agrees that FRANCHISEE'S telephone number shall be used exclusively for the operation of the BUSINESS and for no other purpose. Promotion of the BUSINESS by use of the internet must adhere to the then current Advertising Rules & Guidelines. FRANCHISEE agrees to give such notices of trade and service mark registrations as HRI specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law.

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c. NOTIFICATION OF INFRINGEMENTS AND CLAIMS

HRI is not required to protect your right to use the Marks or to protect you against claims of infringement or unfair competition arising out of your use of the Marks. FRANCHISEE shall notify HRI immediately of any apparent infringement or challenge to FRANCHISEE'S use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than HRI, HRI's attorneys, and FRANCHISEE'S attorneys, regarding any infringement, challenge or claim. HRI will take such action as it, in its sole discretion, deems appropriate (including no action) and will have the right to exclusively control any litigation, U.S. Patent and Trademark office proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. FRANCHISEE shall sign any documents and take any other reasonable action that, in the opinion of HRI's attorneys, are necessary or advisable to protect and maintain HRI's interest in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain its interests in the Marks. HRI will reimburse FRANCHISEE for FRANCHISEE's costs of taking any action HRI has asked FRANCHISEE to take. However, HRI is not required to defend you against any claims of infringement or unfair competition arising out of your use of the Marks and is not required to indemnify you for any expenses or damage that you incur in any administrative or judicial proceeding involving a mark or if the proceeding is resolved unfavorably to you any of the Marks. A finding of invalidity of any of the Marks will not affect your obligations to HRI.

d. DISCONTINUANCE OF USE OF MARKS

FRANCHISEE agrees to comply with HRI's directions to modify or otherwise discontinue the use of any Mark at FRANCHISEE's own expense. Under no circumstance will HRI be obligated to reimburse FRANCHISEE for any loss of revenue or goodwill associated with any modified or discontinued Marks or for any expenditures made by FRANCHISEE to promote a modified or substitute trademark or service mark.

5. CONFIDENTIAL INFORMATION

i. HRI possesses (and will continue to develop and acquire) certain confidential information relating to, without limitation, the methods, techniques, formats, specifications, procedures, information, systems, sales and marketing techniques and knowledge of and experience in the development, operation and franchising of CHEM-DRY Businesses (the "Confidential Information"). HRI will disclose the Confidential Information to FRANCHISEE in the training program, the Manual and/or in guidance furnished to FRANCHISEE. FRANCHISEE acknowledges that the Confidential Information is proprietary and/or involves trade secrets of HRI and that FRANCHISEE will not acquire any interest in the Confidential Information, other than the right to utilize it as HRI specifies in the operation of the BUSINESS during the term of this Agreement. FRANCHISEE acknowledges and agrees that the Confidential Information

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is disclosed to FRANCHISEE only on the condition that FRANCHISEE agrees, and FRANCHISEE in fact does agree, that FRANCHISEE:

1. will not use or disclose Confidential Information in or to any other business or in any capacity;

2. will keep each item deemed to be part of Confidential Information absolutely confidential, both during and after this Agreement's Term;

3. will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and

4. will require each employee of the BUSINESS, at the time of employment, to sign a confidentiality agreement agreeing to maintain the confidentiality of the Confidential Information. HRI has the right to regulate the form of agreements that FRANCHISEE uses.

ii. FRANCHISEE agrees that the list of FRANCHISEE's current customers, former customers and those who have inquired about the services provided by the BUSINESS (the "Customer List") shall be included in the Confidential Information, shall be the property of HRI and shall constitute a trade secret of HRI. FRANCHISEE agrees that it does not own the Customer List and that it will not disclose the Customer List, or any portion thereof, to any person or entity other than HRI or its designee, either during the term of this Agreement or thereafter. FRANCHISEE agrees to only use the Customer List in the operation of the BUSINESS and in accordance with this Agreement.

iii. Confidential Information does not include information, knowledge, or know how which FRANCHISEE can demonstrate lawfully came to FRANCHISEE'S attention before HRI provided it to FRANCHISEE directly or indirectly; which, at the time HRI disclosed it to FRANCHISEE, already had lawfully become generally known in the industry through publication or communication by others (without violating an obligation to HRI); or which, after HRI discloses it to FRANCHISEE, lawfully becomes generally known in the industry through publication or communication by others (without violating an obligation to HRI). However, if HRI includes any matter in Confidential Information, anyone who claims that it is not Confidential Information carries the burden of proof that one of the exclusions provided in this paragraph applies.

iv. All ideas, concepts, techniques, or materials relating to a CHEM-DRY Business, whether protectable intellectual property and whether created by

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or for FRANCHISEE or FRANCHISEE'S Owners or employees, must be promptly disclosed to HRI and will be deemed to be HRI's sole and exclusive property, part of the Franchise System, and works made-for-hire for HRI. To the extent that any item does not qualify as a "work made-for-hire" for HRI, by this paragraph FRANCHISEE hereby assigns ownership of that item, and all related rights to that item, to HRI and agrees to take whatever action (including signing assignment or other documents) HRI requests to evidence HRI's ownership or to help HRI obtain intellectual property rights in the item.

6. EXCLUSIVE RELATIONSHIP/ COMPETITIVE BUSINESS

i. FRANCHISEE acknowledges and agrees that HRI would be unable to protect the Confidential Information against unauthorized use or disclosure if franchisees of CHEM-DRY Businesses were permitted to hold interests or otherwise participate in or promote any Competitive Business (as defined below).

ii. FRANCHISEE therefore agrees that during the term of this Agreement, neither FRANCHISEE, nor any Owner, manager, officer, partner or director of FRANCHISEE, if an Entity, and any of their respective spouses and adult offspring shall:

1. have any direct or indirect controlling or non-controlling interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business – wherever located or operating (except that equity ownership of less than two percent (2%) of a Competitive Business whose shares or other forms of ownership interest are publicly traded on a recognized United States securities exchange will not be deemed to violate this subparagraph);

2. perform services as a director, officer, manager, employee, consultant, contractor, representative, or agent for a Competitive Business, wherever located or operating;

3. solicit any existing customer of the BUSINESS, or any party to whom or which the BUSINESS has communicated for the purpose of marketing the services of the BUSINESS, in order to divert or attempt to divert any actual or potential business or customer of the BUSINESS to a Competitive Business or any other business; or

4. engage in any other activity which might injure the goodwill of the Marks and Franchise System.

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iii. The term "Competitive Business" as used in this Agreement shall mean any business which provides, sells or grants franchises or licenses to others to provide or sell, carpet or upholstery/drapery cleaning services or products, tile and stone care services or products, spot removal or protective services or products, Approved Services, or any related or ancillary services or products.

7. INDEMNIFICATION

i. FRANCHISEE agrees to indemnify, defend, and hold harmless HRI, its affiliates, and HRI'S and their respective shareholders, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the BUSINESS'S operation, the business FRANCHISEE conducts under this Agreement or outside the scope of this Agreement using the Marks, or FRANCHISEE's breach of this Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by HRI's gross negligence or willful misconduct in a final, unappealable ruling issued by a court of, or arbitrator with, competent jurisdiction.

ii. For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, punitive or otherwise), and costs that any Indemnified Party reasonably incurs in investigating, defending and resolving any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, interest, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at FRANCHISEE'S expense and agree to settlements or take any other remedial, corrective, or other actions.

iii. This indemnity will survive termination or expiration of this Agreement and continue in full force and effect subsequent to and notwithstanding the termination or expiration of this Agreement until the expiration of all statutes of limitation on any claims covered by this indemnity, and for the duration of all defending claims asserted against an Indemnified Party before the expiration of such limitations.

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8. FEES

In consideration of the license granted to FRANCHISEE in this Agreement, FRANCHISEE agrees to pay to HRI the following fees:

a. INITIAL LICENSE FEE

i. FRANCHISEE agrees to pay a non-recurring and non-refundable initial fee (the "Initial Fee") comprised of the following:

1. An initial license fee in the amount as set for on the Summary Page of this Agreement for the right to use the Marks during the term of this Agreement (the "Initial License Fee"); and

2. An initial advertising, cleaning solution, and equipment package fee in the amount as set forth on the Summary Page of this Agreement, not including state or local taxes, which can vary, (the "New Business Set").

ii. If HRI agrees to finance the Initial License Fee, FRANCHISEE shall pay a down payment in the amount as set forth on the Summary Page when FRANCHISEE signs this Agreement and FRANCHISEE will sign and deliver to HRI FRANCHISEE'S Business Note (the "Business Note") for the balance of the Initial License Fee. The Business Note is payable whether or not this Agreement terminates and is not subject to any claim, set off or defenses arising under this Agreement. HRI may assign, pledge or transfer the Business Note to a third party without notice to FRANCHISEE.

iii. Upon execution of this Agreement by HRI, the Initial License Fee shall be deemed fully earned and non-refundable.

b. MONTHLY FRANCHISE FEE

i. FRANCHISEE agrees to pay HRI a continuing, non-refundable monthly franchise fee (the "Monthly Franchise Fee") in the amount as set forth on the Summary Page to this Agreement, beginning on the tenth (10th) day of either (A) the fourth (4th) month after FRANCHISEE completes initial training, (B) if FRANCHISEE is an existing Chem-Dry franchisee, the fourth (4th) month after the Effective Date of this Agreement, or (C) if this is a transfer or succession of an existing Chem-Dry business, the tenth (10th) day of the month after the Effective Date of this agreement (the "Payment Start Date") for a license to operate the BUSINESS.

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ii. HRI may increase, in its sole discretion, the Monthly Franchise Fee not more than once each calendar year to reflect increases in the Consumer Price Index for All Urban Consumers-All Items, All Cities Average (1982-1984 = 100) as published by the U.S. Department of Labor or in a successor index we select ("the Consumer Price Index"). Monthly Franchise Fees are non-refundable once paid. HRI will notify FRANCHISEE of any change in the Monthly Franchise Fee.

iii. If FRANCHISEE continues to operate the BUSINESS after expiration of the Term or termination of this Agreement, FRANCHISEE will continue to pay the Monthly Franchise Fee on the 10th of the month in an amount that is twice the amount of the Monthly Franchise Fee then in effect until FRANCHISEE signs a successor Franchise Agreement and pays the Successor Fee or ceases to operate the BUSINESS.

c. ADDITIONAL FEES AND INTEREST ON LATE PAYMENTS

i. You must pay to us the then-current administrative fee in effect (the "Administrative Fee") specified in the Manual upon your request or when we are required due to your actions or request, amend the Agreement or when you ask us to issue written consent to various transactions or to services for which a specific fee is not imposed elsewhere in this Agreement or the System. As of the Effective Date, the Administrative Fee is $200.00 per transaction.

ii. Each discrete amount payable by FRANCHISEE to HRI or its affiliates under this Agreement shall be subject to a late fee of $100 and shall bear interest after its due date at the lesser of one and one-half percent (1.5%) per month or the highest applicable legal rate for open account business credit in the state of FRANCHISEE's domicile. FRANCHISEE acknowledges that this Section shall not constitute HRI's agreement to accept any payment after its due date or a commitment by HRI to extend credit to, or otherwise finance the BUSINESS.

d. APPLICATION OF PAYMENTS

Notwithstanding any designation by FRANCHISEE, HRI shall have sole discretion to apply any payments by FRANCHISEE to any for fees, purchases from HRI or its affiliates, interest or any other amount owed in such order and application as HRI shall determine. HRI also reserves the right to offset against any sums payable to FRANCHISEE by HRI the amount of any unpaid debts owed by FRANCHISEE to HRI. FRANCHISEE covenants and agrees to cooperate fully and comply with any system implemented by HRI for the electronic or other transfer of funds directly from the bank account of FRANCHISEE to the bank account of HRI, including the execution of any pre-authorized payment forms required by the FRANCHISEE'S bank or with any system implemented by HRI for electronic payment of amounts owed by FRANCHISEE.

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9. FRANCHISE IMAGE AND OPERATING PROCEDURES

a. EQUIPMENT, PRODUCTS AND SERVICES

i. FRANCHISEE agrees to use only such Operating Assets and other equipment, cleaning solutions, supplies, promotional materials and business services which have either been approved by HRI or purchased from HRI, its affiliates or other sources, approved or designated by HRI from time to time. FRANCHISEE agrees to purchase all cleaning solutions only from HRI or its affiliates or approved or designated suppliers at the then current list price, plus applicable taxes, and to pay for all purchases no later than thirty (30) days from the invoice date. FRANCHISEE is required to purchase a minimum of $3,000 (increased not more than once each calendar year to reflect increases in The Metropolitan Area Consumer Index for Urban Consumers-All Items (1982-1984 = 100) as published by the U.S. Department of Labor or in a successor index (the "Consumer Price Index") of cleaning solution from HRI or its affiliates each calendar year ("Minimum Purchase Amount"). FRANCHISEE may be required to purchase additional amounts of certain products (including a designated mix of product) to meet the product minimums as outlined in the Manual. FRANCHISEE may purchase other equipment, product or supply items from HRI at the then current list price, plus applicable taxes, and to pay for all purchases no later than thirty (30) days from the invoice date. HRI may approve only a limited number of sources or a single source (which may include HRI or its affiliates) for certain Operating Assets, or other equipment, supply items, promotional materials and business services (such as credit card processing).

ii. If FRANCHISEE: (1) uses any cleaning process or equipment not approved by HRI (which includes improper mixing or application) or (2) offers services in the BUSINESS not approved by HRI, HRI shall have the right to impose on FRANCHISEE a fine of $5,000 for each occurrence or to terminate this Agreement. If FRANCHISEE possesses or uses cleaning solutions not obtained from HRI in the operation of the BUSINESS, HRI shall have the right to impose on FRANCHISEE a fine of $5,000 for each occurrence or to terminate this Agreement. FRANCHISEE will pay any such fine when invoiced.

iii. FRANCHISEE is required to maintain a business telephone in accordance with the System Standards in the Manual.

b. AUTHORIZED PRODUCTS AND APPROVED SERVICES

The reputation and goodwill of HRI and the Franchise System is based upon and can be maintained and enhanced only by furnishing consistent high quality carpet and upholstery/drapery

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cleaning, spot removal and protecting services and other related products and services. FRANCHISEE agrees, therefore, to only offer such cleaning, spot removal and protecting products and services, and Approved Services that HRI shall authorize from time to time for the BUSINESS. FRANCHISEE agrees not to sell, rent or lease the Customer List(s) or customer contracts, or otherwise use the Customer List(s) for any purpose other than in connection with the operation of the BUSINESS. FRANCHISEE agrees not to, without the prior written approval by HRI, offer or sell any type of service or offer, sell or use any product that is not authorized by HRI for the CHEM-DRY Business. FRANCHISEE will not resell any type of cleaning solutions without the express written approval of HRI. FRANCHISEE further agrees that the equipment used in CHEM-DRY Businesses shall not be used for any purpose other than the operation of the BUSINESS in compliance with this Agreement and in the manner in which it was intended and according to operating procedures as outlined in the Manual.

c. <u>COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES</u>

i. FRANCHISEE shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of the BUSINESS. FRANCHISEE shall operate the BUSINESS in full compliance with all applicable laws, ordinances and regulations, including without limitation all government regulations relating to environmental protection, occupational hazards and health, worker's compensation insurance, unemployment insurance, terrorist activities, and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes.

ii. The BUSINESS shall, in all dealings with customers, suppliers, HRI and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct, including but not limited to, performing Approved Services pursuant to the BUSINESS within a reasonable amount of time from a customer's request. FRANCHISEE shall address all customer complaints in a timely manner and work diligently to resolve issues concerning the services provided pursuant to this Agreement. In the event HRI becomes involved in the resolution of a customer complaint, FRANCHISEE agrees to cooperate fully with HRI and its representatives in the investigation of the complaint. HRI will determine whether to offer to the customer as a result of HRI's investigation. FRANCHISEE will pay the cost of resolution, including any discounts or refunds to the customer HRI may deem, in its sole discretion, as necessary under the circumstances. HRI's decision is are binding upon FRANCHISEE.

iii. FRANCHISEE agrees to refrain from any business or advertising practice which may be injurious to the business of HRI and the goodwill associated with the Marks and other CHEM-DRY Businesses. FRANCHISEE shall notify HRI in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, summons, injunction, award or decree in any court, agency or other governmental

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instrumentality, which may adversely affect FRANCHISEE'S operation or financial condition or that of the BUSINESS and of any notice of violation of any law, ordinance, or regulation relating to the BUSINESS.

iv. FRANCHISEE acknowledges and agrees that to comply with all federal, state, and other data security and privacy legislation applicable to the BUSINESS and its customers, and any Payment Card Industry Data Security Standards applicable to credit card data or related information.

d. <u>MANAGEMENT OF THE BUSINESS/RELATIONSHIP OF THE PARTIES</u>

i. The BUSINESS shall at all times be under FRANCHISEE'S direct supervision, although FRANCHISEE is not required to be engaged in the BUSINESS'S day-to-day operations. FRANCHISEE may designate a particular individual to be the operator of the BUSINESS. In this case, the operator must satisfactorily complete the initial training described in Section 3.A. of this Agreement either with you within 90 days of purchase, or within 90 days of the start of their employment with your business and, at HRI's sole discretion, any ongoing training described in Section 3.B. of this Agreement. FRANCHISEE and its owners agree that they will continuously exert their full time and best efforts to promote and enhance the BUSINESS.

ii. The parties mutually understand and agree that this Agreement does not create a partnership, joint venture, agency, employment or fiduciary relationship of any kind between them, and that HRI and FRANCHISEE are independent contractors and that nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose. FRANCHISEE shall be solely responsible for all employment decisions and functions, including, without limitation, those related to hiring, firing, establishing remuneration, personnel policies, benefits, disciplining, supervising and recordkeeping, regardless of whether FRANCHISEE received advice from HRI on these subjects. HRI will not be, directly or indirectly, expressly or by implication, an employer of FRANCHISEE or its employees. FRANCHISEE shall hire all employees of the BUSINESS and will be exclusively responsible for the terms of their employment, compensation and proper training; however, FRANCHISEE shall not hire, retain or utilize any independent contractors to perform services for customers.

iii. FRANCHISEE acknowledges and agrees that FRANCHISEE alone will exercise day-to-day control over all operations, activities and elements of the BUSINESS and that under no circumstance shall HRI do so or be deemed to do so. FRANCHISEE further acknowledges and agrees, that the various requirements, restrictions, prohibitions, specifications and

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procedures of the Franchise System which FRANCHISEE is required to comply with under this Agreement, whether set forth in the Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that HRI controls any aspect or element of the day-to-day operations of the BUSINESS, which FRANCHISEE alone controls, but only constitute brand standards FRANCHISEE must adhere to when exercising control of the day-to-day operations of the BUSINESS.

iv. HRI does not assume any liability and will not be considered liable in any way for any express or implied agreements, warranties, guarantees or representations, or any debt incurred by FRANCHISEE in the name of or on behalf of HRI, which are not expressly authorized under this Agreement, or for the actions of any other Chem-Dry franchisees. HRI will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to FRANCHISEE'S operation of the BUSINESS.

v. FRANCHISEE shall conspicuously be identified in a form of notice required by HRI in all dealings with customers, suppliers, public officials and others as the owner of the BUSINESS under a franchise with HRI and shall place such other notices of independent ownership on such forms and other materials as HRI may require from time to time. FRANCHISEE shall not employ any of the Marks in signing any contract or applying for any license or permit or in a manner that may result in HRI's liability for any of FRANCHISEE'S indebtedness or obligations, nor may FRANCHISEE use the Marks in any way not expressly authorized by HRI. Furthermore, FRANCHISEE shall have no right to offer or sell any subfranchises, sublicenses or other form of delegation of rights under this Agreement.

vi. FRANCHISEE acknowledges and agrees it is exclusively liable, and that HRI will have no responsibility or obligation whatsoever, for providing and furnishing any type or form of employee benefit or compensation to its employees, including without limitation, wages, salary, benefit plans, savings, or retirement plans (including contributions thereto), insurance, pension, stock, bonus, or like benefits or distributions. Further, HRI shall have no liability for any sales, use, occupation, excise, gross receipts, income, property or other taxes, whether levied upon FRANCHISEE or the BUSINESS in connection with the business conducted by FRANCHISEE. FRANCHISEE is responsible for paying all applicable taxes and must indemnify and reimburse HRI for any taxes that HRI must pay to any taxing authority or account of either FRANCHISEE'S operation or the payments made to HRI.

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e. INSURANCE

FRANCHISEE shall at all times during the term of this Agreement maintain in force, at its sole expense, business liability, professional and product liability, and motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the BUSINESS. Such insurance coverage shall be maintained under one or more policies of insurance containing minimum liability protection in such amounts as are specified by HRI from time to time and issued by insurance carriers acceptable to HRI. The insurance coverage for the BUSINESS must also state that the work product is covered and that there is no "workmanship" or "care, custody, and control" exclusion. All liability insurance policies required hereunder shall name HRI and any affiliates (and their officers, directors, employees, agents and affiliates and subsidiaries) as additional insureds and shall provide that HRI receives thirty (30) days prior written notice of termination, non-renewal, expiration or cancellation of any such policy. Upon sixty (60) days prior written notice to FRANCHISEE, HRI may increase the minimum liability protection requirements and require different or additional kinds of insurance at any time, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, product or motor vehicle liability litigation or other relevant changes in circumstances. FRANCHISEE shall furnish annually to HRI a copy of the certificate.

f. PRICING

FRANCHISEE may sell any Approved Service or product at any price it chooses. To the extent permitted by applicable law, HRI reserves the right to specify in writing a suggested retail price and/or to establish in writing minimum and/or maximum prices for the products and Approved Services FRANCHISEE sells in order to promote Interbrand competition. FRANCHISEE shall sell any products and services in accordance with the minimum and/or maximum retail prices established by HRI from time to time. Maximum and minimum prices for products and Approved Services FRANCHISEE and other franchisees sell may vary from region to region to the extent necessary in order to reflect differences in costs and other factors applicable to such regions.

In addition, FRANCHISEE must honor any coupons, gift certificates or other authorized promotional offers and participate in all national promotions and programs required by HRI from time to time at FRANCHISEE'S sole cost and may adjust its retail prices accordingly.

g. COMPLIANCE WITH SYSTEM STANDARDS

FRANCHISEE acknowledges and agrees that operating and maintaining the BUSINESS according to System Standards is essential to preserve the goodwill of the Marks and all CHEM-DRY Businesses. Therefore, FRANCHISEE agrees at all times to operate and maintain the BUSINESS according to all of HRI's System Standards, as and when modified by HRI. FRANCHISEE agrees that System Standards HRI prescribes in the Manual, or otherwise communicate to FRANCHISEE in writing or another tangible form (for example, via Franchise System extranet or Website), are an integral part of this Agreement as if fully set forth within its

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text, provided that HRI may unilaterally amend System Standards and the Manual without the consent of FRANCHISEE. All references to this Agreement include all System Standards as periodically modified.

h. MODIFICATION OF SYSTEM STANDARDS

HRI periodically may modify System Standards, which may accommodate international, national, regional or local variations, and these modifications may obligate FRANCHISEE to invest additional capital in the BUSINESS and/or incur higher operating costs. FRANCHISEE agrees to implement any changes in System Standards within the time period HRI requests, whether they involve buying new Operating Assets, adding new Products or Services, or otherwise modifying the nature of FRANCHISEE operations, as if they were part of this Agreement as of the Commencement date of this Agreement.

i. AFFILIATE SERVICES

i. FRANCHISEE acknowledges that HRI's affiliates and their franchisees not using the Marks may offer and sell goods and services similar to goods and services offered and sold by Chem-Dry Businesses inside and outside the Franchised Area, and to customers or businesses located in the Franchised Area. Nothing in this Agreement or otherwise shall prevent these HRI affiliates or their franchisees from offering their goods and services, without compensation to FRANCHISEE, inside the Franchised Area. In the event of a conflict between FRANCHISEE and an HRI affiliate outlet, HRI agrees to use reasonable methods to address the issue, however FRANCHISEE acknowledges and agrees that HRI and its affiliates have not established, and have no obligation to establish, any method of resolving conflicts between any competing franchises regarding territory, customers and franchisor support. Further, there are no restrictions or restraints on competition or customer solicitation among the HRI affiliated brand systems that may offer similar products and services.

ii. Franchisee acknowledges that HRI and its affiliates reserve the right to integrate their business and operations in the future and use common facilities, technology or platforms to provide training, business information systems, supply chain and other support elements. FRANCHISEE acknowledges that the referral of business between FRANCHISEE and HRI's affiliates and their franchisees would be mutually beneficial. Therefore, in the event HRI and/or its affiliates establish a referral program, FRANCHISEE agrees to notify HRI of any potential users of the affiliate services known by FRANCHISEE in accordance with terms, conditions, and procedures for such referrals established by HRI and its affiliates from time to time in the Manual or otherwise in writing. HRI reserves the right to manage, administer, establish and enforce or waive rules and policies, modify and discontinue any such referral program in its sole discretion.

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10. MARKETING AND PROMOTION

a. BY FRANCHISEE

i. FRANCHISEE agrees to list the BUSINESS in the principal regular (white pages) and telephone directories distributed within the BUSINESS' Franchised Area, and in such telephone or internet directory categories as are specified by HRI. HRI may, at its option, by written notice to FRANCHISEE, convert and update this telephone directory listing obligation to digital and electronic advertising.

ii. In order to obtain maximum results from promotional materials and to maintain the integrity of the Marks, FRANCHISEE shall not use promotional materials of any kind that have not been supplied by HRI or an approved vendor.

iii. Beginning the fifth (5th) month after you complete Initial and New Buyer Training and continuing each month for eight (8) months ("Initial Marketing Period"), you agree to spend $2,000 per month on local marketing, with least $1,000 dedicated to digital marketing, and to use HRI recommended vendor(s) to provide the services. Following the Initial Marketing Period, and through the remaining term of this Agreement, FRANCHISEE is expected to spend annually at least 15% of the BUSINESS'S Gross Revenue to advertise and promote the BUSINESS (this may include the costs of telephone directory advertising). In addition, FRANCHISEE must mail reminder postcards/mailings to its customer data base at least four (4) times per year. HRI reserves the right to audit FRANCHISEE'S advertising expenditures at any time upon its request.

iv. HRI may require FRANCHISEE's participation in international, national, regional and other marketing promotions, at FRANCHISEE's expense. This includes, without limitation, promotional programs and/or national account programs. FRANCHISEE, may, for good cause as determined by HRI, request permission from HRI not to perform services for any one or more of the national accounts ("national accounts" includes any account which contracts with HRI for services in more than one franchised area and referrals from parties) located in the Franchised Area. In addition, a national account may elect not to do business with FRANCHISEE. In either event, FRANCHISEE agrees that HRI, another franchisee or a third party designated by HRI may provide services for the national account in the Franchised Area. Neither HRI nor any other franchisee will be liable or obligated to pay FRANCHISEE any compensation for doing so and neither HRI nor any franchisee will be considered in breach of any provision of this Agreement or any other agreement between HRI and FRANCHISEE. If any multi-location account requests that FRANCHISEE perform services

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outside of the Franchised Area, FRANCHISEE must refer such business to HRI or its designees. In order to receive referrals, FRANCHISEE may be required to obtain additional certification.

v. FRANCHISEE'S local advertising and promotion must follow HRI's guidelines. FRANCHISEE agrees that all advertising, promotion, and marketing will be completely clear, factual, and not misleading or incomplete, and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that HRI prescribes from time to time. FRANCHISEE must follow HRI standards and specifications regarding use of social media in any way that references the Marks or involves the franchise. "Social media" includes personal blogs, common social networks, like Facebook , professional networks, like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools. HRI's approval of FRANCHISEE'S separate website is conditioned on HRI's ownership of the URL for the separate website and FRANCHISEES compliance with the Advertising Rules & Guidelines. In the event that FRANCHISEE uses any advertising or promotional materials which are not in compliance with HRI's guidelines, HRI may: (a) charge FRANCHISEE a fine of $2,000 for each occurrence; or (b) terminate this Agreement. FRANCHISEE will pay such fine when invoiced.

vi. "Gross Revenue" as used in this section means all revenues of the BUSINESS, and shall include, but not be limited to, the amounts received from the sale of services and products of every kind and nature. Gross Revenue shall not include the amount of any sales tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein and actually paid by FRANCHISEE to such governmental authority.

b. <u>BRAND MARKETING FUND</u>

i. Recognizing the value of advertising and marketing to the development of goodwill and the public image of Chem-Dry Businesses, HRI has established a Brand Marketing Fund (the "BMF") for the advertising, marketing and public relations programs and materials HRI deems appropriate to promote the Chem-Dry brand. FRANCHISEE agrees to contribute a continuing, non-refundable, monthly amount between $100 and $300 as determined by HRI (the "BMF Contribution"). The BMF Contribution shall be payable on the 25th day of each month beginning the same month your first Monthly Franchise Fee payment is due. Chem-Dry Businesses operated by HRI or its affiliates shall contribute to the BMF on the same basis as Chem-Dry Business franchisees. The BMF Contribution

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can be increased to a maximum of $300 upon 30 days prior written notice from HRI to all FRANCHISEES. The separate BMF account is not a trust fund and HRI is not a fiduciary with regard to the separate BMF account or the monies on deposit therein.

ii. We may deposit marketing, promotional and other payments we receive from suppliers or you into the BMF. HRI, not an advertising council, will administer the BMF and will disburse the BMF to pay for marketing, advertising, promotional, public relations, and other similar activities solely intended to benefit the System and all franchised and any company-owned locations. Those activities may include (without limitation) (a) market research, (b) marketing technology development and implementation, (c) customer service, loyalty and reward programs, (d) media purchases, (e) advertising production, (f) advertising and public relations agency fees and expenses, (g) product consumer-related research, and (h) creative services. We also may use the BMF to pay or reimburse us for our administrative overhead expenses incurred for activities supported by the BMF by both in-house marketing and third-party marketing. Any amounts in the BMF not spent at the end of each fiscal year will remain in the BMF, provided that amounts contributed to the BMF may be used to pay taxes associated with unspent amounts on deposit in the BMF.

iii. We will direct all activities and programs funded by the BMF with the assistance of a Chem-Dry Brand Marketing Fund Committee (the "Committee"). The Committee will be an advisory board comprised of franchisees and HRI corporate staff. The BMF will not be audited, however an unaudited financial statement and a summary of expenditures (the "Annual Report") will be prepared annually by HRI. Upon your written request, we will provide the Annual Report to FRANCHISEE for the most recently ended fiscal year as Confidential Information. You acknowledge that we have no obligation to expend BMF amounts for BMF activities that provide a specific benefit equivalent or proportionate benefit to your BMF Contribution, and we do not warrant or guaranty that you will receive or derive any benefit from BMF activities. We will make final reports of studies and reports produced by the BMF available to you at no cost as Confidential Information. We will make all materials produced by the BMF for franchisee use in the Business available to you. We may suspend, terminate or reinstate the BMF at any time. The BMF will not terminate, however, until we have spent all amounts in the BMF for the purposes set forth above.

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11. RECORDS AND REPORTING

a. ACCOUNTING AND RECORDS

FRANCHISEE agrees, at FRANCHISEE's own expense, to maintain and preserve, in a secure location at the BUSINESS, for five (5) years from the date of their preparation, or such greater period as may be required by the Manual or applicable law, full, complete and accurate books, records and accounts including, without limitation copies of all customer contracts and the Customer List, employee records, sales, invoices, cash receipts, service records, purchase records, accounts payable, cash disbursement records, inventory records, general ledgers, itemized bank deposit slips and bank statements, copies of sales tax returns, and copies of FRANCHISEE'S state and federal income tax returns. These records must be maintained in the English language. HRI may require FRANCHISEE to have audited financial statements prepared annually during the term of this Agreement.

b. REPORTING REQUIREMENTS

i. FRANCHISEE shall furnish HRI, at HRI's request, in the form from time to time prescribed by HRI, a control report signed and verified by FRANCHISEE accurately reflecting the gross and net revenues of FRANCHISEE'S CHEM-DRY Business for the preceding specified time period and copies of all customer invoices during such time period. FRANCHISEE, at his or her expense, shall furnish to HRI (and its agents) for inspection, audit and copying, such forms, reports, records, financial statements and other information as HRI may, from time to time require. Moreover, HRI may, as often as it deems appropriate, access the Computer System and retrieve all information relating to the BUSINESS' operation, including without limitation the Customer List.

ii. If HRI is required by any government agency to collect financial information from franchisees, FRANCHISEE shall furnish HRI, by May 1 of each year, or any other date necessary to meet such reporting requirements, a copy of the appropriate documentation showing income and expenses for the Business.

12. INSPECTIONS AND AUDITS

i. To determine whether FRANCHISEE and the BUSINESS are complying with this Agreement and all System Standards, HRI and its designated agents or representatives may at all times and without prior notice to FRANCHISEE: (a) inspect FRANCHISEE's Operating Assets and business vehicles; (b) inspect the BUSINESS' premises location; (c) observe FRANCHISEE and all employees in the performance of Approved Services and any other work performed for customers; (d) inspect any job performed by FRANCHISEE, including without limitation obtaining a sample of cleaning solution used; and (e) contact and interview customers,

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employees and former employees of FRANCHISEE. FRANCHISEE agrees to cooperate fully with HRI. If HRI exercises any of these rights, it will not interfere unreasonably with the BUSINESS'S operation. If, upon inspection or investigation, HRI finds that the quality of work done by FRANCHISEE does not meet System Standards or commercial work standards in the Franchised Area, then HRI may, as an alternative to termination of this Agreement, require FRANCHISEE, at its own expense, to take additional training, obtain an independent evaluation from a qualified inspector, including but limited to any costs associated with the cleaning service and evaluation fee, and to correct the quality of its work and services on each job where the quality of the work does not meet HRI's System Standards. HRI's inspections and evaluations may include use of a "Mystery Shopper" program from time to time throughout the term of this Agreement which may include surveys of, and evaluations by, current and previous customers, without notice to FRANCHISEE. If FRANCHISEE fails an evaluation by HRI or by a Mystery Shopper or if HRI receives a specific customer complaint, FRANCHISEE must pay the costs and expenses of subsequent evaluations performed by FRANCHISEE and subsequent Mystery Shopper visits, plus any applicable fines.

ii. HRI shall have the further right at any time during business hours (at least 9:00 am to 5:00 pm local time), and with at least three (3) days' prior notice to FRANCHISEE, to inspect and audit, or cause to be inspected and audited, the business records, bookkeeping and accounting records, sales and income tax records and returns, job records, purchase records, and other records of the BUSINESS, any activity conducted by FRANCHISEE at or from the BUSINESS location, and the books and records of any corporation or other entity which holds the Franchise. FRANCHISEE further acknowledges and agrees that HRI shall have the right to make copies of all such books and records. FRANCHISEE shall fully cooperate with representatives of HRI and accountants hired by HRI to conduct any such inspection or audit. If FRANCHISEE fails to provide any such books, records and other materials requested at such inspection/audit in the format prescribed by HRI in the Manual or in writing, then FRANCHISEE shall pay HRI $500 for each day any such requested books, records and other materials are not available to HRI plus HRI's reasonable expenses incurred in connection with such delay.

iii. FRANCHISEE consents to HRI obtaining, using and disclosing to third parties (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by HRI or disclosed to HRI in accordance with this Agreement.

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13. TRANSFER

a. BY HRI

A sale, transfer, sublicense, subcontracting, delegation, or assignment by HRI of its interest in this Agreement, the Franchise System or the Marks or any parts thereof, and in the sale, transfer or assignment by HRI of this Agreement or any interest therein, may be completed without the consent of or notice to FRANCHISEE. To the extent that the purchaser or assignee shall assume the obligations of HRI under this Agreement, HRI shall thereupon and without further agreement, be released and relieved of all liability with respect to such obligations arising prior to and after such assumption. FRANCHISEE acknowledges that nothing in this Agreement shall prevent HRI from granting a security interest in any of its assets, including the Marks and any other intellectual property. FRANCHISEE further acknowledges that such any such secured party or any agents acting on behalf of such secured party shall not have any obligations to FRANCHISEE arising from the grant of such security interest.

b. FRANCHISEE MAY NOT TRANSFER WITHOUT HRI APPROVAL

i. FRANCHISEE understands and acknowledges that the rights and duties created by this Agreement are personal to FRANCHISEE (and, if FRANCHISEE is an Entity, its Owner(s)) and that HRI has granted the Franchise in reliance upon HRI's perceptions of the individual(s) or collective character, business skill, aptitude and financial capacity of FRANCHISEE (and its Owner(s)) and the ability to operate the BUSINESS in the Franchised Area. Therefore, neither this Agreement, the Operating Assets (collectively, the "Business Assets") (or any interest therein), nor the Franchise (or any interest therein), nor any part or all of the equity interests of FRANCHISEE may be transferred without HRI's prior written approval, and any such transfer shall constitute a breach of this Agreement and convey no rights to or interests in this Agreement, the BUSINESS, or the Business Assets. The BUSINESS as a whole must be transferred to the new owner and FRANCHISEE cannot sell any rights, products, Customer Lists or any item separate from the sale of the franchise, without HRI's prior written approval. The term "Business Assets" includes, but is not limited to, customer lists, customer contracts and any other information relating to customers of the BUSINESS.

ii. As used in this Agreement, the term "transfer" means and includes a voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition by FRANCHISEE (or any of its Owners) of any interest in this Agreement, the equity interests of FRANCHISEE, the Business Assets or the BUSINESS. A transfer shall include the following events: (1) the pledge or transfer of ownership of any form of equity interest including any partnership interest, or the grant of an option, warrant or right to acquire an equity interest; (2) merger or consolidation, or issuance of additional

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securities representing an equity interest in FRANCHISEE; (3) sale of any security or instrument convertible to equity interests of FRANCHISEE; (4) transfer of equity interest in FRANCHISEE or the Business Assets in a divorce, insolvency, Entity liquidation or dissolution proceeding or otherwise by operation of law; (5) transfer of interest in FRANCHISEE or the Business Assets in the event of the death of FRANCHISEE or an Owner by will, declaration of a transfer in trust, or under the laws of intestate succession. Any such assignment or transfer without such approval shall constitute a breach hereof and convey no rights to or interests in the BUSINESS, this Agreement, the Business Assets or the Franchise. The grant of a profits interest in FRANCHISEE that is not convertible into a capital interest in FRANCHISEE is not a transfer.

c. <u>CONDITIONS FOR APPROVAL OF TRANSFER</u>

i. If FRANCHISEE (and its Owners) are in compliance with this Agreement, then, subject to the other provisions of this Section 13, HRI shall not unreasonably withhold its approval of a transfer that meets all of the applicable requirements of this Section 13.C. In no event will HRI be liable for any damages suffered by either FRANCHISEE, the Owners or the transferees for failure to approve the transfer or HRI's failure to decide to approve or reject in the requested time frame.

ii. If FRANCHISEE is an Entity, FRANCHISEE's Owners may transfer a non-controlling ownership interest in FRANCHISEE or its Owners (determined as of the date on which the proposed transfer will occur) if: (1) the proposed transferee and its direct and indirect equity owners (if the transferee is an Entity)submit a complete CHEM-DRY franchise application to HRI and are of good character and otherwise meet HRI's then applicable standards for a new CHEM-DRY Business FRANCHISEE and its owners (2) the proposed transferee and its owners would not be in breach of Section 6 at the time of application or transfer; and (3) FRANCHISEE gives HRI prior written notice of the transfer.

iii. For any other proposed transfer (including a transfer of this Agreement, a transfer of a controlling ownership interest in FRANCHISEE or one of its Owners, or a transfer which is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Agreement or a controlling ownership interest in FRANCHISEE or one of its Owners) all of the following conditions must be met before or concurrently with the effective date of the transfer:

1. the proposed transferee and its direct and indirect equity owner(s) (if the transferee is an Entity) submit a complete CHEM-DRY franchise application to HRI and meet HRI's

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then applicable standards for a CHEM-DRY Business FRANCHISEE and its owners, and the transferee is of good character and has sufficient business experience, aptitude, and financial resources to operate the BUSINESS;

2. the transferee has assumed or will assume in writing all of FRANCHISEE'S obligations incurred in connection with this Agreement and the conduct of the BUSINESS;

3. FRANCHISEE has paid all amounts owed to HRI and has submitted all required reports and statements, and if still outstanding, pays off the Business Note;

4. the proposed transferee and its owners would not be in breach of Section 6;

5. the transferee pays the then current fee and satisfactorily completes HRI's then current initial training program;

6. the transferee shall (if the transfer is of this Agreement), or FRANCHISEE shall (if the transfer is of a controlling ownership interest in FRANCHISEE or one of its Owners), sign HRI's then current form of franchise agreement and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, but which franchise agreement will not provide for payment of an initial license fee or purchase of a new business set;

7. FRANCHISEE or the transferee pays HRI a transfer fee as set forth in the Summary Page of this Agreement. (These dollar amounts may be increased once per calendar year to reflect increases in the Consumer Price Index) as stated in the Manual;

8. FRANCHISEE (and its Owners) sign a general release, in a form satisfactory to HRI, releasing to the extent permitted by applicable law, any and all claims against HRI and its affiliates, shareholders, officers, directors, employees, and agents;

9. if FRANCHISEE or its Owners finance any part of the purchase price, FRANCHISEE and/or its owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests in the assets of the BUSINESS are subordinate to the transferee's obligation to pay amounts due to HRI, and otherwise to comply with this Agreement;

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10. (i) FRANCHISEE has corrected any existing deficiencies of the BUSINESS of which HRI has notified FRANCHISEE, and/or (ii) HRI permits, and the transferee agrees (if the transfer is of this Agreement) to upgrade the BUSINESS (including the equipment and the van(s) to be transferred to the transferee) in accordance with HRI's then current requirements and specifications for entering or transferred CHEM-DRY Businesses within the time period HRI specifies following the effective date of the transfer;

11. FRANCHISEE and its transferring Owners (and any spouses or other immediate family members) acknowledge in a writing delivered to HRI that each of them will not, for two (2) years beginning on the transfer's effective date, engage in any of the activities proscribed in Section 16.D. below;

12. the purchase agreement between FRANCHISEE and the transferee must include: (a) a dollar breakdown of the sale price allocated to goodwill, covenant not to compete, van(s), cleaning equipment, cleaning supplies, and office equipment and supplies; and (b) a statement that FRANCHISEE has made a full disclosure to the transferee and that the parties have has agreed upon the disposition of all of FRANCHISEE'S outstanding obligations and accounts receivable;

13. the transferee purchases or obtains all equipment HRI then requires to operate a CHEM-DRY Businesses, if not included in the transaction (including, without limitation, proprietary equipment related to the Franchise); and

14. FRANCHISEE and its transferring Owners will not directly or indirectly at any time or in any manner (except with respect to other CHEM-DRY Businesses FRANCHISEE owns and operates) identify itself or themselves or any business as a current or former CHEM-DRY Business or as one of HRI's current or former franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a CHEM-DRY Business in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with HRI.

15. The transferee will execute a comfort letter if FRANCHISEE is financing the purchase price.

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HRI may, but has no obligation to, review all information regarding the BUSINESS that FRANCHISEE gives the transferee, including the purchase agreement, correct any information that HRI believes is inaccurate, and give the transferee copies of any reports that FRANCHISEE has given HRI or HRI has made regarding the BUSINESS.

d. DEATH OR DISABILITY OF FRANCHISEE OR MAJORITY OWNER

Beginning upon receipt of notification of the death or permanent disability of FRANCHISEE or its majority Owner, if an Entity, and within six (6) months thereafter, HRI shall have the right, but not the obligation, to repurchase the Franchise at a price to be determined by an independent appraiser selected by both HRI's and FRANCHISEE'S representatives and upon such terms and conditions as may be mutually agreeable to both parties. If HRI does not exercise this repurchase right, the executor, administrator, conservator or other personal representative of such person must transfer his or her interest to a third party approved by HRI. Such transfer must be completed within six (6) months from the date of death or permanent disability and is subject to all of the terms and conditions for transfers contained in this Section 13. Failure to transfer in accordance with this Section upon such death or disability shall constitute a breach of this Agreement. The term "disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent FRANCHISEE or majority Owner from supervising the BUSINESS'S management and operation. Majority Owner means the person having the controlling equity interest in FRANCHISEE determined by governance rights.

e. EFFECT OF CONSENT TO TRANSFER

HRI's consent to a transfer of this Agreement and the BUSINESS, or any interest in FRANCHISEE or its Owners, is not a determination or evaluation of the fairness of the terms of any contract between FRANCHISEE and the transferee, a guaranty of the BUSINESS or the transferee's prospects of success, or a waiver of any claims HRI has against FRANCHISEE (or its Owners) or of HRI's right to demand the transferee's full compliance with this Agreement. HRI's consent to a transfer shall not operate to release FRANCHISEE nor any guarantor thereof from any liability or obligation to HRI under this Agreement.

f. HRI'S RIGHT OF FIRST REFUSAL

If FRANCHISEE or its Owner(s) shall at any time desire to sell an interest in the BUSINESS, an equity ownership interest in FRANCHISEE, or the Business Assets, FRANCHISEE or its Owner(s) shall obtain a bona fide, executed written offer from a responsible and fully disclosed proposed purchaser and shall submit an exact copy of such offer to HRI. HRI shall have the right, exercisable by written notice delivered to FRANCHISEE or its Owner(s) within thirty (30) days from the date of delivery of an exact copy of such offer to HRI, to purchase such interest in the BUSINESS, such equity ownership interest in FRANCHISEE or the Business Assets, for the price and on the terms and conditions contained in such offer, provided that HRI may substitute cash for any form of payment proposed in such offer and shall have not less than thirty (30) days to prepare for closing. If HRI does not exercise its right of first refusal, FRANCHISEE or its Owner(s) may complete the sale to such purchaser pursuant to and on the

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terms of such offer, subject to HRI's approval of the purchaser as provided in Section 13.C., provided that if the sale to such purchaser is not completed within ninety (90) days after delivery of such offer to HRI, or there is a material change in the terms of the sale, HRI shall again have the right of first refusal herein provided.

g. FRANCHISED AREA TRANSFER

If FRANCHISEE (and its Owners) are in compliance with this Agreement and any other agreement with HRI, then, subject to the other provisions of this Section 13, HRI shall not unreasonably withhold its approval of FRANCHISEE'S request to relocate the BUSINESS to a different franchised area so long as FRANCHISEE meets all of the applicable requirements of Section 13.H. ("Franchised Area Transfer"). FRANCHISEE acknowledges and agrees HRI's approval of the Franchised Area Transfer is limited to determining if FRANCHISEE meets the requirements of Section 13.H. and is not an endorsement by HRI of FRANCHISEE'S decision to relocate the Business or an indicator of FRANCHISEE'S future performance in the new franchised area. In no event is HRI liable for any damages suffered by FRANCHISEE (or its owners) as a result of approving the Franchised Area Transfer.

h. CONDITIONS ON APPROVAL OF FRANCHISED AREA TRANSFER

For any proposed Franchised Area Transfer, all of the following conditions must be met before or concurrently with the effective date of the Franchised Area Transfer:

1. the FRANCHISEE must be in compliance with this Agreement and any other agreement with HRI and its affiliates

2. FRANCHISEE has paid all amounts then due and owed to HRI under this Agreement and the Business Note, and has submitted all required reports and statements;

3. this Agreement is no more than six (6) months from the expiration of its term;

4. FRANCHISEE must sign HRI's then current form of franchise agreement and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement;

5. FRANCHISEE must not have any unresolved customer service issues;

6. FRANCHISEE must provide HRI with the full and complete Customer List for the Franchised Area being vacated, unless FRANCHISEE has a subsequent operational Chem-Dry business in the Franchised Area;

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7. FRANCHISEE pays HRI's then-current Franchised Area Transfer Fee;

8. If the Franchised Area is a Small Market and FRANCHISEE is relocating the Business to a standard sized franchised area, FRANCHISEE will pay the difference between the Initial License Fee paid by FRANCHISEE and HRI's then-current price for a standard-sized Franchised Area within five (5) days after HRI approves the Area Transfer; and

9. Subject to availability, at HRI's sole discretion, and any other requirements HRI may reasonably require;

14. EXPIRATION OF THIS AGREEMENT

a. FRANCHISEE'S OPTION TO ACQUIRE A SUCCESSOR FRANCHISE

i. If FRANCHISEE meets certain conditions, then FRANCHISEE will have the option to acquire one successor franchise term of five (5) years. FRANCHISEE must give HRI written notice of FRANCHISEE's election to acquire a successor franchise no earlier than nine (9) months and not later than six (6) months before the end of the initial term of this Agreement. The qualifications and conditions for the successor term are described below. Within thirty (30) days after delivery of FRANCHISEE's notice in writing whether or not HRI shall grant a successor franchise to FRANCHISEE.

To qualify for a successor franchise, FRANCHISEE and its Owners must satisfy these conditions:

1. FRANCHISEE (and each of its Owners) have not defaulted under this Agreement and failed to cure the default within the time permitted under this Agreement during its Term;

2. Franchisee (and each of its required Owners) have successfully completed all of HRI's then current training courses;

3. FRANCHISEE (and each of its Owners) are, on the date FRANCHISEE gives its notice of election, in compliance with this Agreement, including without limitation any requirements regarding servicing national accounts; and

4. FRANCHISEE agrees (regardless of cost) in the notice of election to add or replace specific Operating Assets, including without limitation any proprietary equipment associated with the Franchise, the business vehicles and other equipment), and

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otherwise modify the BUSINESS as HRI requires to comply with the System Standards then applicable for new entry CHEM-DRY Businesses.

ii. If FRANCHISEE and each of its Owners are not, both on the date FRANCHISEE gives HRI written notice of FRANCHISEE'S election to acquire a successor franchise and on the date on which the Term of the franchise expires, in compliance with this Agreement, FRANCHISEE acknowledges that HRI has no obligation to grant FRANCHISEE a successor franchise, whether or not HRI had, or chose to exercise, the right to terminate this Agreement during its term under Section 15.

iii. Notwithstanding anything to the contrary in this Agreement, at any time during the term of this Agreement, FRANCHISEE fails to be in compliance with this Agreement or any other agreement between FRANCHISEE and HRI, HRI may refuse to grant a successor franchise by delivering a notice of HRI's refusal to grant a successor franchise, stating the reasons for such refusal. If HRI'S notice indicates that HRI will permit FRANCHISEE to obtain a successor franchise, HRI may condition such right upon FRANCHISEE'S continued compliance with this Agreement, including being current in financial obligations to HRI, and any other agreement between HRI and its affiliates and FRANCHISEE.

b. GRANT OF A SUCCESSOR FRANCHISE

If FRANCHISEE qualifies for a successor franchise, FRANCHISEE agrees to sign the franchise agreement HRI then uses to grant franchises for new CHEM-DRY Businesses (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement, including without limitation, increased or additional fees and new product or service offerings as Required Services or Additional Services. At the time FRANCHISEE signs the renewal franchise agreement, FRANCHISEE will pay HRI a successor franchise fee as set forth on the Summary Page of this Agreement.

c. AGREEMENTS/RELEASE

If HRI grants a successor franchise, HRI and FRANCHISEE and the owner(s) of FRANCHISEE shall execute HRI's then current form of franchise agreement and such ancillary agreements as are used in offering franchises for the ownership and operation of CHEM-DRY Businesses (with appropriate modifications to reflect the fact that the agreements relate to the grant of a successor franchise; including but not limited to, that FRANCHISEE shall not have a right to obtain a successor franchise beyond the successor term), and FRANCHISEE and its owner(s) shall execute a general release, in a form satisfactory to HRI, releasing, to the extent permitted by applicable law, any and all claims against HRI and its respective affiliates, shareholders, officers, directors, employees and agents. Failure by FRANCHISEE and its Owner(s) to sign such

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agreement(s) and release by the earlier of thirty (30) days before expiration of the Term or ninety (90) days after delivery thereof to FRANCHISEE shall be deemed an election by FRANCHISEE not to acquire a successor franchise.

15. TERMINATION OF FRANCHISE

HRI may terminate this Agreement, effective immediately upon delivery of written notice of termination to FRANCHISEE, if:

i. FRANCHISEE (or any of its owners) has made or makes any material misrepresentation or omission in acquiring the Franchise or operating the BUSINESS;

ii. FRANCHISEE does not commence operations of the BUSINESS within ninety (90) days after signing this Agreement;

iii. FRANCHISEE or required attendees do not satisfactorily complete the initial training program;

iv. FRANCHISEE abandons or fails actively to operate the BUSINESS unless the BUSINESS has been closed for a purpose HRI has approved;

v. FRANCHISEE (or its Owners) makes or suffers any transfer in violation of Section 13;

vi. FRANCHISEE (or any of its Owners) is or has been convicted by a trial court of, or plead or has pleaded no contest to, an indictable offense or any other crime or offense that is likely to adversely affect the reputation of the BUSINESS or other CHEM-DRY Businesses, or the goodwill of the Marks;

vii. FRANCHISEE (or any of its owners) engages in any dishonest or unethical conduct which, in HRI's opinion, adversely affects the BUSINESS'S reputation or the goodwill associated with the Marks;

viii. FRANCHISEE makes any unauthorized use of any Mark;

ix. FRANCHISEE (or any of its owners) makes any unauthorized use or disclosure of any part of the Manual or any other Confidential Information;

x. FRANCHISEE violates any provision of this Agreement specifically authorizing HRI to terminate this Agreement as a remedy for such violation;

xi. FRANCHISEE violates any health or safety law, ordinance, or regulation, or operate the BUSINESS in an unsafe manner;

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xii. FRANCHISEE fails to provide complete and accurate reports as required by HRI or fails to pay HRI, or its affiliates, any amounts due and does not correct the failure within ten (10) days after HRI delivers written notice of that failure to FRANCHISEE;

xiii. FRANCHISEE uses non-Chem-Dry products on two (2) or more occasions in operating the BUSINESS, or FRANCHISEE fails on two (2) or more separate occasions during any twelve (12) month period to submit when due reports or other data, information or supporting records, to pay HRI, or its affiliates, any amounts due, or otherwise fails to comply with this Agreement on two (2) or more separate occasions during any twelve (12) month period, whether or not such failures to comply are corrected after notice thereof is delivered to FRANCHISEE;

xiv. FRANCHISEE becomes insolvent;

xv. FRANCHISEE commences a case for relief under any bankruptcy laws;

xvi. FRANCHISEE does not satisfy a final court judgment against it within thirty (30) days or post a proper bond to appeal the judgment;

xvii. FRANCHISEE has a suit filed against it to foreclose any lien, pledge, security interests, mortgage or garnishments levied and not dismissed within a thirty (30) day period;

xviii. Any other franchise agreement between HRI, or its affiliates, and FRANCHISEE is terminated by the franchisor in accordance with its terms, or the franchisee wrongfully terminates the franchise agreement;

xix. FRANCHISEE (or any of its owners) has any assets, property, or interests which are blocked under any law, ordinance or regulation relating to terrorist activities or FRANCHISEE (or any of its owners) is otherwise in violation of any such law, ordinance or regulation; or

xx. FRANCHISEE fails to comply with any other provision of this Agreement, the Manual, or any System Standard and does not: (a) correct such failure within thirty (30) days after written notice of such failure is delivered to FRANCHISEE; or (b) provide proof acceptable to HRI of efforts which are reasonably calculated to correct such failure if such failure cannot reasonably be corrected within thirty (30) days after written notice of such failure to comply is delivered to FRANCHISEE.

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16. RIGHTS AND OBLIGATIONS OF HRI AND FRANCHISEE UPON TERMINATION OR EXPIRATION OF FRANCHISE

Within thirty (30) days after this Agreement expires or is terminated, FRANCHISEE must provide HRI with written evidence that FRANCHISEE has complied with the obligations set forth in this Section.

a. PAYMENT OF AMOUNTS OWED TO HRI OR CUSTOMERS

FRANCHISEE agrees to pay to HRI, or its affiliates, within fifteen (15) days after the effective date of the termination or expiration of this Agreement, or such later date that the amounts due to HRI are determined, all amounts owed to HRI, or its affiliates, including the unpaid balance of the Business Note and, as liquidated damages and not as a penalty, the Monthly Franchise Fee then in effect multiplied by the number of months remaining through the end of the Term. FRANCHISEE further agrees to return to its customers all amounts prepaid by such customers for jobs that are not in progress and will not be performed within fifteen (15) days after the effective date of the termination or expiration of this Agreement. Any amounts owed to FRANCHISOR under this provision are a reasonable prediction of the costs and damages FRANCHISOR could reasonably expect to incur upon termination of this Agreement, as determined at the time of contracting.

b. MARKS

Immediately when this Agreement expires or is terminated:

i. FRANCHISEE may not directly or indirectly at any time or in any manner (except with other CHEM-DRY Businesses FRANCHISEE owns and operates) identify itself or any business as a current or former CHEM-DRY Business or as one of HRI's current or former franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a CHEM-DRY Business in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with HRI;

ii. FRANCHISEE agrees to take the action required to cancel all fictitious or assumed name or equivalent registrations relating to FRANCHISEE'S use of any Mark;

iii. FRANCHISEE agrees to deliver to HRI or to destroy all signs, brochures, advertising materials, forms, invoices and other materials containing any Mark or otherwise identifying or relating to a CHEM-DRY Business, including removing all signs, emblems, lettering and logos, or any other indicia of a CHEM-DRY Business, from all business vehicles not surrendered to a third party or purchased by HRI; and

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iv. FRANCHISEE agrees to notify all telephone companies, internet companies, and all listing agencies of the termination or expiration of FRANCHISEE'S right to use any telephone numbers, and any regular, classified, or other telephone directory listings, associated in any way with any Mark or the BUSINESS. In doing so, FRANCHISEE will disconnect or cause to be disconnected all such telephone numbers, with no referral to any number other than 1-800-CHEMDRY (1-800-243-6379) (or another number specified by HRI). FRANCHISEE further acknowledges that it shall be a direct violation of this Agreement for FRANCHISEE to cause or participate in the transfer of any such telephone numbers to any person or entity other than HRI. In the event that FRANCHISEE fails to comply with any of the foregoing, FRANCHISEE hereby acknowledges that HRI has the sole rights to and interest in all such telephone numbers and directory listings associated with any Marks. FRANCHISEE therefore authorizes HRI, and hereby appoints HRI and any officer of HRI as FRANCHISEE's attorney in fact, to direct any telephone companies and listing agencies to transfer any such telephone numbers to HRI, or to another person or party at its direction, and the telephone companies and all listing agencies may accept such direction or this Agreement as conclusive of the exclusive rights of HRI in such telephone numbers and directory listings and its authority to direct their transfer.

c. <u>CONFIDENTIAL INFORMATION/CUSTOMER LISTS</u>

i. FRANCHISEE agrees, when this Agreement expires or is terminated, to immediately cease using any of HRI's Confidential Information (including computer software/applications or similar technology and digital passwords and identifications that HRI has licensed to FRANCHISEE or that otherwise are proprietary to HRI or the Franchise System) in any business or otherwise and return to HRI all copies of the Manual and any other confidential materials that HRI has loaned FRANCHISEE, including all proprietary equipment. All other non-proprietary equipment bearing any of the Marks must either be returned to HRI or the Marks must be removed.

ii. Upon termination or expiration, FRANCHISEE also agrees to provide HRI with access to the Customer List. The Customer List must contain the customer's first and last name, address with city, state and postal code, the telephone number with area code, email address and last date of service and other information required by HRI. FRANCHISEE acknowledges that the Customer List and contracts are derived from and are the result of the operation of the CHEM-DRY Business franchise. Therefore, FRANCHISEE agrees that the Customer List and contracts may not be used in connection with any business other than the BUSINESS, and may not be used by, or sold or otherwise transferred to, a third party except as otherwise specifically provided in this Agreement.

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d. COVENANT NOT TO COMPETE

Upon termination or expiration of this Agreement, FRANCHISEE and its Owner(s) agree that for a period of two (2) years, commencing on the effective date of termination or expiration, or the date on which FRANCHISEE actually ceases to conduct the business described in this Agreement, whichever is later, neither FRANCHISEE nor its owner(s) will (a) participate in or have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, lender, partner, director, officer, manager, consultant, employee, representative or agent, or in any other capacity, in any Competitive Business, (b) solicit business from customers of the BUSINESS or contact any of our suppliers or vendors for any Competitive Business purpose, or (c) divert or attempt to divert any business or customer from the BUSINESS to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System, within:

i. The Franchised Area as defined in this Agreement;

ii. The geographic area encompassed by the Franchised Area(s) of any Chem-Dry Business as of the date of the termination or expiration of this Agreement; or

iii. A geographic area that is contained in a circle having a radius of 10 miles outward from the outside boundary of the Franchised Area as defined in this Agreement.

These restrictions also apply after transfers, as provided in Section 13.C. above. If any person restricted by this Section 16.D. refuses voluntarily to comply with these obligations, the obligations under this Section 16.D. for that person will extend for two (2) years from the date of the entry of a court order enforcing this provision. FRANCHISEE and its owners expressly acknowledge that they possess employable or business skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, HRI's enforcing the covenants made in this Section 16.D. will not deprive FRANCHISEE or its Owners of any personal goodwill or ability to earn a living. FRANCHISEE acknowledges that this covenant is independent and separate from FRANCHISEE's obligation to pay the Liquidated Damages. Payment of the Liquidated Damages shall not release, relieve or waive the obligations of FRANCHISEE and the Owners to comply with this Section 16.D.

e. CONTINUING OBLIGATIONS

All obligations of HRI and FRANCHISEE (and its owners) which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire. FRANCHISEE agrees to continue to be responsible for any damages resulting from the operation of the BUSINESS prior to termination or expiration of this Agreement and to indemnify HRI, or its affiliates, for such damages under the indemnification provisions of this Agreement.

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17. ENFORCEMENT

a. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Except as expressly provided to the contrary herein, each section, paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which HRI is a party, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but would be enforceable if modified, FRANCHISEE and HRI agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice than this Agreement requires of this Agreement's termination or of HRI's refusal to enter into a successor franchise agreement, or some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and HRI shall have the right, in its sole discretion, to modify such invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable. Such modification(s) to this Agreement shall be effective only in such jurisdiction, unless HRI elects to give it greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions. FRANCHISEE agrees to be bound by any such modification to this Agreement.

b. WAIVER OF OBLIGATIONS/FORCE MAJURE

i. HRI and FRANCHISEE may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or another effective date stated in the notice of waiver. Any waiver granted by HRI shall be without prejudice to any other rights HRI, or its affiliates, may have, and will be subject to continuing review by HRI and may be revoked, in HRI's sole discretion, at any time and for any reason, effective upon delivery to FRANCHISEE of ten (10) days prior written notice. HRI and FRANCHISEE shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, HRI's right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of HRI or FRANCHISEE to exercise any rights under this Agreement or to insist upon exact compliance by the other with its obligations hereunder;

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any waiver, forbearance, delay, failure or omission by HRI, or its affiliates, to exercise any right, power or option, whether of the same, similar or different nature, with respect to other CHEM-DRY Businesses; the existence of franchise agreements for other CHEM-DRY Businesses which contain provisions different from those contained in this Agreement; or the acceptance by HRI, or its affiliates, of any payments due from FRANCHISEE after any breach of this Agreement.

ii. Neither HRI, its affiliates, nor FRANCHISEE shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material or energy, or the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency thereof; (3) acts of God; (4) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (5) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of amounts owing hereunder by FRANCHISEE, including fees, Minimum Purchase Amounts or product invoices due thereafter.

c. INJUNCTIVE RELIEF

Notwithstanding anything to the contrary contained in Section 17.F, HRI and FRANCHISEE shall each have the right in a proper case to obtain temporary restraining orders and/or preliminary injunctive relief from a court of competent jurisdiction. However, the parties shall contemporaneously submit their dispute for arbitration on the merits in accordance with Section 17.F. FRANCHISEE agrees that HRI may have such temporary or preliminary injunctive relief without bond, but upon due notice, and FRANCHISEE'S sole remedy in the event of the entry of such injunctive relief shall be the dissolution of such injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby).

d. RIGHTS OF PARTIES ARE CUMULATIVE

The rights of HRI and FRANCHISEE hereunder are cumulative and no exercises or enforcement by HRI or FRANCHISEE of any right or remedy hereunder shall preclude the exercise or enforcement by HRI or FRANCHISEE of any other right or remedy hereunder or which HRI or FRANCHISEE is entitled by law to enforce.

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e. COSTS AND ATTORNEYS' FEES

The prevailing party in any arbitration or litigation arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs and expenses, including court costs and reasonable attorney's fees, incurred by the prevailing party in successfully enforcing any provision of this Agreement.

f. ARBITRATION

FRANCHISEE and HRI agree that, except for (i) matters covered by Section 17.G. and (ii) controversies, disputes, or claims related to or based on actual or potential improper use of the Marks or unauthorized use or disclosure of Confidential Information, all controversies, disputes or claims between HRI and its affiliates, and its and their respective shareholders, officers, directors, agents, and/or employees, and FRANCHISEE (and/or its Owners, Guarantors, affiliates, and/or employees) arising out of or related to:

1. this Agreement or any other agreement between the parties or any provision of such agreements;

2. the relationship of the parties hereto;

3. the validity of this Agreement or any other agreement between the parties or any provision of such agreements; or

4. any System Standard shall be submitted for binding arbitration to the American Arbitration Association on demand of either party. Such arbitration proceedings shall be conducted by a single arbitrator in the English language at a location chosen by the arbitrator in Nashville, Tennessee and, except as otherwise provided in this Agreement, shall be heard in accordance with the then current commercial arbitration rules of the American Arbitration Association. All matters within the scope of the Federal Arbitration Act (9 U.S.C. 1 et seq.) shall be governed by it. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

ii. The arbitrator shall have the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 17.J. below, award any punitive or exemplary damages against either party. FRANCHISEE and HRI hereby waive to the fullest extent permitted by law, except as expressly

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provided in Section 17.J. below, any right to or claim for any punitive or exemplary damages against the other.

iii. HRI and FRANCHISEE agree that arbitration shall be conducted on an individual, not a class wide, basis and that an arbitration proceeding between HRI and FRANCHISEE and their respective affiliates, shareholders, officers, directors, agents, and/or employees shall not be consolidated with any other arbitration proceeding involving HRI and any other person. The parties further agree that if this Paragraph is held by any court, agency or tribunal with competent jurisdiction to be: (a) invalid, (b) contrary to, or (c) in conflict with, any applicable present or future law or regulation, the entire Section 17.F. will be deemed null and void and the dispute resolution shall be governed by Section 17.I.

iv. FRANCHISEE and HRI agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. FRANCHISEE and HRI further agree that, in any arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed as required shall be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either party.

v. The provisions of this Section 17.F. are intended to benefit and bind certain third party non-signatories and shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. This Section 17.F. is binding upon and agreed to by FRANCHISEE's Owners and Guarantors.

g. <u>MONETARY DISPUTES</u>

Either party may file and pursue civil litigation in the courts named below to collect any liquidated amount due and unpaid under this Agreement. The responding defendant in the civil litigation may initiate arbitration of the underlying dispute by filing a Demand for Arbitration as provided in Section 17.F and serving a copy of the arbitration demand on the plaintiff within twenty (20) days after being served with the complaint in the civil litigation. After receiving notice of the arbitration, the plaintiff in the civil litigation will take no further steps to pursue that action and will dismiss the civil case without prejudice within thirty (30) days after receiving the defendant's arbitration demand. The plaintiff in the civil litigation may assert its monetary claim against the defendant as a counterclaim in the arbitration. If the plaintiff fails to timely dismiss the civil litigation without prejudice or seeks a default judgment against the defendant despite the defendant filing a demand for arbitration in accordance with Section 17.F, then the defendant may file a motion to compel arbitration in the civil litigation and, if the motion is granted, the defendant

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shall be entitled to recover from the plaintiff its reasonable attorney's fees, court costs and other expenses incurred in pursuing the motion to compel.

h. GOVERNING LAW

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES WILL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY TENNESSEE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SUBSECTION.

i. CONSENT TO JURISDICTION

SUBJECT TO SECTION 17.F. ABOVE AND THE PROVISIONS BELOW, FRANCHISEE AND ITS OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN THE PARTIES MUST BE COMMENCED IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF TENNESSEE AND FRANCHISEE (AND EACH OWNER AND GUARANTOR OF FRANCHISEE) IRREVOCABLY SUBMITS TO THE PERSONAL JURISDICTION OF THOSE COURTS AND WAIVES ANY OBJECTION FRANCHISEE (OR THE OWNER OR GUARANTOR) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. FRANCHISEE AND ITS OWNERS AGREE THAT HRI MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH FRANCHISEE IS DOMICILED OR THE BUSINESS IS LOCATED.

j. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL

EXCEPT FOR FRANCHISEE'S OBLIGATION TO INDEMNIFY HRI FOR THIRD PARTY CLAIMS UNDER SECTION 7, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, HRI AND FRANCHISEE (AND FRANCHISEE'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN HRI AND FRANCHISEE, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

HRI AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

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k. FRANCHISEE MAY NOT WITHHOLD PAYMENTS

FRANCHISEE agrees not to, on grounds of the alleged nonperformance by HRI or its affiliates of any of its obligations hereunder, withhold payments or amounts due of any kind to HRI or its affiliates.

l. BINDING EFFECT

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to HRI's rights to modify certain fees, the Manual and System Standards unilaterally, this Agreement shall not be modified except by written agreement signed by FRANCHISEE and HRI.

m. LIMITATIONS OF CLAIMS

Any and all claims, except claims for monies due HRI or its affiliates, arising out of or relating to this Agreement or the relationship among the parties hereto shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to such claims.

n. SECURITY TO HRI

To secure payment and performance of any and all obligations from time to time owing by FRANCHISEE to HRI, including payment of any amount owing by FRANCHISEE to HRI in respect of goods and services purchased by FRANCHISEE, FRANCHISEE covenants and agrees to provide on request by HRI, a security interest(s) in all or specific items of the Operating Assets and in such amounts and upon such terms as HRI, in its absolute discretion, determines. Failure to provide such security within ten (10) days following written request therefor, shall be deemed a default under this Agreement.

o. INTEGRATION/CONSTRUCTION

i. The preambles and exhibits are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between HRI and FRANCHISEE relating to the subject matter of this Agreement, the franchise relationship, or the BUSINESS (any understanding or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require FRANCHISEE to waive reliance on any representation made in the last Franchise Disclosure Document (including exhibits and amendments) HRI delivered to FRANCHISEE before the Effective Date. The term "FRANCHISEE" as used herein is applicable to one or more persons or an Entity, and the singular usage includes the plural. If two or more persons are at any time FRANCHISEE hereunder, their obligations and liabilities to HRI shall be joint and several. References to

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"FRANCHISEE" and "transferee" which are applicable to an individual or individuals shall mean the owner(s) of the equity or operating control of FRANCHISEE or the transferee, if FRANCHISEE or the transferee is an Entity. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs.

ii. Except where this Agreement expressly obligates HRI reasonably to approve or not unreasonably to withhold its approval of any action or request by FRANCHISEE, HRI has the absolute right and discretion to refuse any request by FRANCHISEE or to withhold its approval of any action by FRANCHISEE that requires HRI's approval. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

18. NOTICE/EXECUTION/PAYMENTS

iii. By signing this Agreement, FRANCHISEE certifies that it has received and reviewed HRI's Franchise Disclosure Document along with its Exhibits and this Agreement and its Exhibits fourteen (14) calendar days, or a different period if applicable where FRANCHISEE is located, prior to signing this Agreement or prior to paying any monies to HRI or its affiliates. This Agreement may be executed in counterparts, each of which shall be deemed an original against the Party whose signature is provided, and all of which shall be considered an original and together shall constitute one agreement binding on all Parties. Electronic signatures and PDF copies of signatures shall be deemed to be valid and enforceable as original ink signatures.

iv. All written notices, reports and payments permitted or required to be delivered by the provisions of this Agreement or of the Manual shall be deemed so delivered: (a) at the time delivered by hand; (b) at the time delivered via computer transmission if the sender has confirmation of successful transmission; (c) one (1) business day after transmission by facsimiles, telecopy, telegraph or comparable electronic system, provided a confirmation copy is sent by a commercial courier service for next business day delivery; (d) one (1) business day after being placed in the hands of a commercial courier service for next business day delivery; or (e) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid, to the address set forth herein, or to such other address as designated in writing by HRI or FRANCHISEE. HRI may change the address for notice by giving FRANCHISEE notice of the new address. FRANCHISEE may change the address for notice only by giving HRI thirty (30) days' prior notice by any of the means specified in subparagraphs (a) through (e) above. Any required payment or report which HRI, or its affiliates, does not actually

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receive at the correct address during regular or business hours on the date due (or postmarked by postal authorities at least two (2) days before it is due) will be deemed delinquent.

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement in multiple counterparts on the day and year first above written.

If Individuals:	If an Entity:
_____	_____
FRANCHISEE – Individually and Personally	Name of Entity
_____	By:_____
FRANCHISEE – Individually and Personally	Its:_____

HARRIS RESEARCH, INC.

_____

By:_____
Its:_____
Date:_____

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EXHIBIT A

GUARANTY AND ASSUMPTION OF OBLIGATIONS

The undersigned issues this GUARANTY AND ASSUMPTION OF OBLIGATIONS as of the Effective Date.

In consideration of, and as an inducement to, the execution of the Franchise Agreement on this date by HRI, each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that Franchisee will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and will punctually pay the Business Note issued by Franchisee in conjunction with the execution and delivery of the Agreement, and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), and by any failure to pay principal of or interest on the Business Note, including without limitation monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, transfer, and arbitration requirements.

Each of the undersigned consents and agrees: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or its owners, and for so long as we have any cause of action against Franchisee or its owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

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If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we shall be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any of the above-listed costs and expenses we incur.

Subject to the dispute resolution provisions in the Agreement and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between us and the undersigned, must be commenced in the state or federal courts in Nashville, Tennessee, and each of the undersigned irrevocably submits to the personal jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that we may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

Signatures of Each Guarantor	Percentage of Ownership In Franchisee
_____	_____%
_____	_____%
_____	_____%
_____	_____%

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EXHIBIT B

EQUIPMENT SALES AND SECURITY AGREEMENT

This Agreement is made and entered into as of The Effective Date by and between Franchisee and HRI, and relates to the Franchise Agreement between Franchisee and HRI for Franchisee's operation of a Chem-Dry® Carpet Cleaning business franchise (the "Business"). In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, the parties mutually agree and intend to be legally bound as follows:

EQUIPMENT PURCHASE. Franchisee agrees to purchase from HRI and HRI agrees to sell to Franchisee the tangible equipment listed on the Summary Page on the payment terms set forth in the Schedule. The equipment purchased under this Agreement shall be referred to as the "Equipment." To secure Franchisee's obligations to pay HRI for the Equipment, in the event HRI financed any portion of the purchase of the Equipment, and to dispose of the Equipment in accordance with the Franchise Agreement, Franchisee has granted to HRI the security interest in the Equipment set forth herein.

SHIPMENT, TITLE & RISK OF LOSS. HRI will arrange for shipment of the Equipment on the Schedule to Franchisee. Risk of loss and title to the Equipment transfers to Franchisee upon delivery, subject to any security interest of HRI retained under this Agreement. Franchisee shall inspect each shipment promptly upon receipt and will be deemed to accept the Equipment as conforming to the Schedule unless any defects or deficiencies are noted to HRI within 2 business days after delivery. Franchisee agrees, if no defects or deficiencies are reported within this time period, all sales are final.

WARRANTIES. All Equipment is warranted by its manufacturer only. HRI warrants only that the Equipment is delivered with good and merchantable title, free and clear of all liens, claims and encumbrances, and that the Equipment conforms to the requirements set by HRI under the Franchise Agreement. HRI offers other no warranty and assigns to Franchisee any and all rights to any express or implied warranty of each Equipment manufacturer. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES ON THE EQUIPMENT OFFERED, GIVEN OR PROVIDED BY HRI INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EQUIPMENT USAGE. Franchisee agrees not to use the Equipment in any business or manner other than in the conduct of the Business pursuant to the Franchise Agreement. Franchisee acknowledges that the Equipment is proprietary to the Chem-Dry franchise system. The Equipment can only be used with Chem-Dry authorized cleaning solutions and consistent with all mixing, application and usage procedures. Any usage contrary to this provision shall be considered to be a breach of the Franchise Agreement and this Agreement. In such event, HRI may demand and shall have the right to repurchase and immediate return of the Equipment from Franchisee for the purchase price of $10.00.

TRANSFER OF OWNERSHIP. Franchisee acknowledges that the Franchise Agreement imposes restrictions and limitations on the resale of the Equipment. Franchisee acknowledges that

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the Equipment may not be sold, leased, or rented to or used by any other party, except under the conditions stated on the attached repurchase schedule, as provided in the Franchise Agreement, or as permitted in writing by HRI. The Equipment is proprietary and authorized for use only within the Chem-Dry® franchise network. Franchisee covenants that Franchisee will not transfer title to the Equipment except in one of these three ways:

Sell the Equipment to another Chem-Dry Franchisee in good standing under its franchise agreement at a mutually acceptable price. HRI has first right of refusal to purchase the Equipment and must approve any transaction. If HRI financed any portion of the purchase price of the Equipment, the transferee will pay the proceeds to HRI if there is any outstanding balance under the Schedule for the Equipment prior to transfer of the Equipment. At the time of transfer Franchisee's account with HRI must be current and the purchasing Franchisee may not have any pending default under any agreement with the proposed transferee.

If Franchisee is terminating or not renewing the Franchise Agreement and Franchisee owns another Chem-Dry franchise, the Equipment (and the liability for any amount owing on the purchase price of the Equipment) will be transferred to that franchise upon written request.

HRI will repurchase the Equipment in accordance with the table below. The percentages shown assume reasonable wear and tear and regular maintenance. If any components of the original piece of Equipment are missing, or there is damage or excessive wear and tear, HRI reserves the right to make a corresponding adjustment to the repurchase price. The original Total Equipment Price under its Schedule will be reduced to the applicable percentage in effect based on the time elapsed after original purchase.

Time Elapsed After Original Purchase	Percentage of Total Equipment Price
Under 1 year	65%
Under 2 Years	50%
Under 3 Years	35%
Under 4 Years	20%
Under 5 Years	15%
Over 5 Years	Offer After Inspection

RETURN OF EQUIPMENT. Upon expiration or termination of the Franchise Agreement, Franchisee will cooperate with HRI to allow HRI to arrange for shipment of the Equipment to a location designated by HRI, with HRI paying the cost of freight for such shipment, unless Franchisee has arranged for the sale of the Equipment to another Chem Dry franchisee with the consent of HRI.

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COVENANTS OF FRANCHISEE. Franchisee covenants with HRI to (i) use and maintain the Equipment in a lawful manner and so as not to violate any law or regulation of the state, city or other political subdivisions in which Franchisee uses the Equipment; (ii) return, pay and file when due all taxes, fees and similar charges, including without limitation sales or use tax, and ad valorem and personal property taxes, imposed on the ownership, possession or use of the Equipment; (iii) keep the Equipment free and clear of all liens, security interests, claims and encumbrances except for those incurred through the initial financing of the Equipment from a vendor approved by HRI; (iv) obtain and maintain property insurance on the Equipment covering loss, damage, theft, vandalism and casualty; (v) maintain the Equipment per the manufacturer's maintenance, repair and replacement instructions; (vi) maintain in place any notices, labels or other indicia provided by HRI to indicate that the Equipment is subject to this Agreement; (vii) operate the Business as required under the Franchise Agreement; and (viii) notify HRI when any party claims any interest in the Equipment.

GRANT OF SECURITY INTEREST. In the event Franchisee's purchase of the Equipment sold under the Schedule is financed by HRI, Franchisee hereby grants to HRI a continuing security interest in the Equipment sold to Franchisee, and any additions, accessions, accessories, attachments and replacements of such Equipment, any proceeds and products. The security interest shall continue for the term of this Agreement to secure Franchisee's obligations under this Agreement. Franchisee authorizes HRI to file a financing statement with regards to the Equipment without the necessity of obtaining an additional signature from Franchisee. The rights and remedies of HRI as a secured party under this Agreement and under applicable law are cumulative and non-exclusive. Franchisee agrees to entry for the benefit of HRI by any court of competent jurisdiction without prior notice or the posting of any bond of temporary and permanent injunctions and orders of specific performance to enforce this Agreement or any right or remedy available at law or in equity to HRI.

TERM, DEFAULT AND TERMINATION. The term of this Agreement shall commence on the effective date set forth above and shall continue in full force and effect until the Franchise Agreement terminates or expires, and all Equipment is subject to proper disposition as provided herein. If Franchisee shall fail to make any payment as and when due under the Schedule, or shall breach any other term or condition of this Agreement, and such failure shall continue for a period of 15 days after HRI gives Franchisee notice of default, then HRI may accelerate the payments due under the Schedule to be immediately due and payable without further notice or opportunity to cure, and may sue Franchisee for amounts owed by Franchisee without resort to any security or assertion of its rights as a secured party.

ADDITIONAL TERMS. No cancellation, modification, amendment, deletion, addition or other change in this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing signed by both Parties. Neither Party's delay in exercising or such Party's acquiescence in or waiver of a breach of any term, provision or condition of this Agreement, shall be deemed or construed to operate as a waiver of such Party's rights hereunder, except for the specific instance of delay, failure, acquiescence, or waiver. This Agreement shall be executed in one or more counterparts, each of which shall be considered to be an enforceable original instrument. Franchisee shall not assign or delegate, directly or indirectly,

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its obligations and liabilities under this Agreement, except as part of a permitted transfer in compliance with the Franchise Agreement. Except for any payment obligation applicable to Franchisee hereunder, any delay or failure of either Party to perform its obligations shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the nonperforming Party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage, and terrorism. Raw material or labor shortages are not force majeure events. Written notice of any anticipated delays in performance, including the anticipated duration of the delay must be given within 24 hours of the force majeure event.

INCORPORATION OF TERMS. This Agreement incorporates by this reference Section 17, paragraphs B through M, of the Franchise Agreement as integral terms, conditions, parts and provisions of this Agreement as if written herein.

IN WITNESS WHEREOF, the Franchisee and HRI have executed this Agreement effective as of the date first above written.

Harris Research, Inc.	**Franchisee**
By: _____	_____ Name
	_____ Title
	Date: _____

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SCHEDULE 1 - EQUIPMENT PURCHASE.

1. Franchisee agrees to purchase and HRI agrees to sell the following Equipment:

Item	Price
	$
	$
	$
Equipment Total Price	$
Taxes (due at time of order)	$
Total Purchase Price	$

2. Payment Terms. Franchisee agrees to pay and HRI agrees to accept payment for the Equipment described on this Schedule on the following terms:

_____ 1) Payment in full at the time the Equipment is ordered; or

_____ 2) Payment in full is pending from HRI approved financing company.

Franchisee agrees to pay the Taxes when invoiced. In the event any portion of the Total Purchase Price is financed by HRI, outstanding balances will bear ____% simple interest. All amounts due and payable to HRI by Franchisee shall be subject to a one-time late fee of $100.00 and bear interest after their due date at the highest applicable legal rate for open account business credit in the state of Borrower's domicile, not to exceed one and one half percent (1.5%) per month.

Subject to Agreement. This Schedule is issued under and is subject to the Equipment Sales and Security Agreement to which it relates in all respects. In the event the Equipment purchased pursuant to this Schedule is not proprietary to HRI nor bears any insignia or color schemes associated with the Chem-Dry® brand, the requirements of paragraph 6 of the Equipment Sales and Security Agreement shall be waived for the Equipment.

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Franchise Number:

Effective Date:

IN WITNESS WHEREOF, the Franchisee and HRI have executed this Schedule effective as of the date first above written.

Harris Research, Inc.	Franchisee
By:_____	_____
Name	

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LENDER ADDENDUM

TO EQUIPMENT SALES AND SECURITY AGREEMENT

This "Lender Addendum" is made and entered into as of the Effective Date by and among the undersigned lender ("Lender"), the Franchisee and HRI. This Lender Addendum supplements and amends that certain Equipment Sales and Security Agreement dated the Effective Date (the "Sales Agreement") between HRI and Franchisee. Defined terms from the Sales Agreement are incorporated into this Lender Addendum.

Background. HRI and Franchisee have entered into the Sale Agreement ancillary to the Franchisee's entry into the Franchise Agreement with HRI so that Franchisee may obtain certain equipment that is proprietary to HRI and that is necessary to perform Franchisee's obligations under the Franchise Agreement. Lender desires to finance the purchase of the Equipment by Franchisee and take a security interest in the Equipment as collateral for the financing. HRI has restricted the right of the Franchisee to resell and dispose of the Equipment as provided in Section 5 of the Sales Agreement. HRI will consent to the financing of the Equipment purchase by Lender and Franchisee's grant of a security interest in the Equipment subject to and conditioned upon Lender's undertakings as set forth in this Lender Addendum.

In consideration of the premises, the mutual promises herein set forth, and for other good and valuable consideration that the parties mutually acknowledge, the parties mutually agree and intend to be legally bound as follows:

1. Franchisee may grant a security interest to Lender in the Equipment and the proceeds, additions, replacements and accessories thereto, so long as Lender pays to HRI all amounts due and owing under the Sales Agreement at or before the time the security interest attaches to the Equipment. HRI will on Lender's request supply payoff amounts and instructions to Lender. Upon receipt of the payoff amount from Lender or Franchisee, HRI's security interest in the Equipment shall be subordinated to the security interest of Lender, and shall remain in effect for the duration of the Franchise Agreement term. Lender will notify HRI when Lender's financing has been repaid and its security interest released within 15 days after such event.

2. Lender's security interest shall be subject to, and Lender acknowledges that its rights and remedies with regard to the Equipment are limited to, the transfer restrictions set forth in Section 5 of the Sales Agreement. Lender covenants with HRI that Lender will not exercise any rights or remedies against the collateral that is inconsistent with the restrictions on disposition set forth in Section 5. Lender may, upon notice to HRI, marshal and assemble the Equipment for sale in accordance with Section 5 but shall make no use of the Equipment nor rent, lease, sell, lend or donate the Equipment. If Lender is unable to resell the Equipment to another franchisee of HRI within 60 days after first offering the Equipment for sale, then HRI will purchase the Equipment as provided in Section 5.

3. Lender may assign this Lender Addendum to any successor in interest to the financing of the Equipment only after HRI receives a written assumption of the Lender's obligations under this Lender Addendum acceptable to HRI.

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4. Lender will copy HRI on any notices of default, termination, foreclosure, marshaling, or similar exercises of the secured party's rights under its agreement with Franchisee. Franchisee consents to the unrestricted exchange of information about Franchisee and the status of its financing or franchise and the related agreements between Lender and HRI.

5. Until HRI is notified by Lender that it has taken possession or constructive possession of the Equipment, HRI may deal with Franchisee as the lawful possessor and operator of the Equipment, and Franchisee shall at all times remain obligated to comply with its obligations to maintain, insure, protect and service the Equipment under the Sales Agreement and to use the Equipment only in compliance with the Franchise Agreement.

6. All notices to Lender, HRI and Franchisee shall be sent to respective address set forth below.

7. Sections 8, 9, 10 and 11 of the Sales Agreement are incorporated by this reference into this Lender Addendum as integral parts hereof.

IN WITNESS WHEREOF, Lender, the Franchisee and HRI have executed this Lender Addendum effective as of the date first above written in one or more counterparts.

Harris Research, Inc.:

By: _____

Address:

Franchisee:

_____

Name:

_____

Title: _____

Date: _____

Address**:**

LENDER:

By: _____
Name: _____

Title: _____

Date: _____

Address

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EXHIBIT C

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") applies to the online software service(s) made available by HRI or its vendors (such software and related services being referred to herein as the "Service"). The Service features and capabilities may vary depending on the version or level of the Service provided under this Agreement. You and HRI agree as follows:

1. Permitted Uses. Subject to the terms and conditions of the Agreement, HRI or its vendors will provide the Service for you to use for the purpose of managing your business data. You will be required to read and agree to be bound by the Agreement. Use of the Service requires access to the World Wide Web. You agree to provide all equipment necessary to make such connection to the World Wide Web.

2. Your Registration Obligations.

2.1. You agree to: (i) provide true, accurate, current and complete information as prompted by the Service's registration form(s) ("Registration Data") and (ii) maintain and promptly update the Registration Data to keep it accurate and complete.

2.2. Content Policy. By submitting data, files, software, text or other content ("Content") by using the Service, you warrant that: (i) you are authorized to submit such Content to HRI, and (ii) the use of Content by HRI and its vendors will not infringe or misappropriate the intellectual property rights of or otherwise violate the rights of any third party.

3. Access, Passwords and Security. You may designate as many users as your account will allow, and you may provide and assign access and passwords to such users. You will be responsible for the confidentiality and use of your access number(s), password(s), and account number(s). You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data including any Content ("Electronic Communications") entered through or under your access number(s), password(s) or account number(s). HRI and its vendors will act as though any Electronic Communications it receives under your access number(s), password(s) or account numbers(s) have been sent by you. You will immediately notify HRI if you become aware of any loss or theft or unauthorized use of any of your access number(s), password(s) and/or account number(s).

4. Franchisee Conduct. You may not: (a) use the Service to impersonate any person or entity, including, but not limited to, an HRI official, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; (b) interfere with or disrupt the Service or servers or networks connected to the Service; (c) use the Service to violate any applicable law or regulation; (d) use the Service to incite or provide instructional information about illegal activities; (e) use, view or copy any portion of the Service for purposes of creating or modifying a competing product or service; (f) decompile, disassemble, reverse engineer, translate or otherwise attempts to discovery any source code or underlying trade secret pertaining to the Service or modify the Service or any graphic generated by use of the Service; or (g) use, copy, modify, sublicense, or

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distribute the Service, electronically or otherwise, or any copy, adaptation, transcription or merged portion thereof, except as expressly authorized by HRI.

5. Usage. You agree to use the Service to manage all customer accounts related to any products and/or services that you are authorized or approved to offer or sell under the Franchise Agreement in effect between you and HRI. The Service shall be used solely in connection with the operation of the Franchise and shall not be used to perform information processing for any other person, entity or business.

6. Support: HRI will provide reasonable technical support for the Service as well as training assistance and conversion support. However, any support offered by HRI shall only be for the most current version of the Service and you are solely responsible for ensuring you obtain and substitute or incorporate any new release or "fixes" issues by HRI.

7. General Practices Regarding Use, Storage and Service Access. You acknowledge that HRI may establish, from time to time, general practices and limits concerning use of the Service. HRI has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. In the event of an error with your Service, a service technician will be permitted to access your Content as necessary to resolve the problem. HRI reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

8. Service Level Provisions.

8.1. Service Availability. HRI expects the Service to be provided and hosted by a third party and generally to be available during both regular business hours and non-business hours, but in any event, HRI makes no representations or warranties concerning the availability of the Service.

8.2. Service Maintenance. HRI reserves the right to perform regularly scheduled updates, systems maintenance, and emergency maintenance.

9. Content Ownership and Confidentiality; Security. You agree the Customer List, as defined and governed by your Franchise Agreement, contains account and/or personal customer information and is, therefore, confidential information. As such, you agree not to disclose the Customer List, or any portion thereof, and to take all reasonable precautions to insure that your employees and/or contractors agree not to disclose such information to unauthorized third parties. HRI will use commercially reasonable efforts to protect, and to cause its vendors to protect, the security of the Content, including requiring its vendor to minimally maintain comprehensive general liability and internet professional and security liability insurance coverage, but in any event, HRI makes no representations or warranties concerning the security of the Content.

10. Modifications to the Service. HRI reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with reasonable notice to you. HRI will not be liable to you for any modification, suspension or discontinuance of the Service however, in the event of discontinuance HRI will provide reasonable

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Content transition assistance. HRI may specify from time to time the hardware and software required in order to use the Service (e.g., supported browser versions).

11. Modifications to the Terms of Service. HRI may modify the Agreement if necessary to comply with any other agreements that HRI is currently bound by or will be bound by in the future, and/or with applicable law, as well as to adjust to changing business circumstances. HRI will notify you of any changes to the Agreement, and your continued use of the Service will constitute your acceptance of the revised Agreement.

12. Fees. You agree to pay the then-current fees charged by HRI for the Service. Additional fees may apply for optional features of the Service; and may apply in the event you elect to transfer from one level of the Service to another. HRI reserves the right to modify its fees.

13. Termination and Indemnity. HRI may suspend or terminate your account and/or deny you access to, use of, or submission of Content for, all or part of the Service, without prior notice, if you engage in any conduct that violates this Agreement. You agree to defend, indemnify and hold HRI harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation of the Agreement.

14. Links. The Service may provide links to other World Wide Web sites or resources. HRI is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. HRI will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

15. HRI Proprietary Rights. The Service is being licensed, not sold, to you by HRI. The Agreement does not grant to you any ownership interest in the Service, and HRI and its vendors reserve and will retain their entire right, title and interest in and to the Service and all intellectual property rights arising out of or relating to the Service except as expressly granted to you by Section 1 of the Agreement.

16. No Resale, Etc. of the Service. You will not copy, sell, resell, rent or sublicense, lease, loan, redistribute, or create a derivative work of any portion of the Service. You will not engage in unauthorized use of the Service, or access to the Service by any unapproved means.

17. Confidentiality. You will keep all information regarding the Service (including its operation and interfaces) strictly confidential and will share such information only as necessary to enable you to use the Service as contemplated by Section 1 of this Agreement.

18. Assignment. You will not assign any of your rights or delegate any of your responsibilities hereunder without the prior written consent of HRI. Any purported assignment or delegation in violation of this Section 18 will be null and void. No assignment or delegation will relieve you of any of your obligations hereunder. HRI will be permitted to assign its rights and delegate its responsibilities hereunder to any successor entity.

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19. No Third-Party Beneficiaries. The Agreement is for the sole benefit of you and HRI (and their respective successors and permitted assigns) and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

20. Limitation of Liability.

(a) HRI AND ITS VENDORS, OFFICERS, AGENTS OR EMPLOYEES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, CONTENT OR OTHER INTANGIBLE LOSSES (EVEN IF HRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE, CONTENT AND/OR ANY INFORMATION; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, CONTENT, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

(b) HRI WILL NOT BE LIABLE FOR ANY (i) INTERRUPTION OF BUSINESS, (ii) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU ACCESS THROUGH THIS SERVICE; (iii) CONTENT NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; OR (iv) EVENTS BEYOND HRI'S REASONABLE CONTROL.

(c) IN NO EVENT WILL HRI'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO HRI FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

21. General. Except for, and subject to, the Franchise Agreement in effect between you and HRI, this Agreement constitutes the entire agreement between you and HRI with respect to the Service and governs your use of the Service. You also may be subject to additional terms and conditions that may apply when you use affiliated or other HRI services, third-party content or third-party software. Any dispute arising under or in connection with this Agreement will be resolved in accordance with the dispute resolution provisions (including any provisions regarding arbitration, governing law, and/or consent to jurisdiction) contained in the Franchise Agreement. This Agreement does not limit any rights that HRI may have under trade secret, copyright, patent, trademark or other laws. The failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the court should endeavor to give effect to the

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parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Any claim or cause of action arising out of or related to use of the Agreement or the Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any litigation or other dispute resolution proceeding is commenced between parties to this Agreement to enforce or determine the rights or responsibilities of the parties, the prevailing party or parties in the proceeding will be entitled to receive, in addition to any other relief granted, its reasonable attorneys' fees, expenses, and costs incurred preparing for and participating in the proceeding. The section titles in the Agreement are for convenience only and have no legal or contractual effect. The Agreement will inure to the benefit of HRI and its successors and assigns.

22. Survival. Accrued payment obligations and Sections 9, 13, 15, 17, 18, 19, 20, 21 and 22 in the Agreement shall survive the termination of the Agreement.

If Individuals:	If an Entity:
_____	_____
FRANCHISEE – Individually and Personally	Name of Entity
_____	By:_____
FRANCHISEE – Individually and Personally	Its:_____

HARRIS RESEARCH, INC.

_____

By:_____

Its:_____

Date:_____

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Franchise Agreement 2301

EXHIBIT D

CONSOLIDATED OFFICE AGREEMENT

THIS CONSOLIDATED OFFICE AGREEMENT ("COA") is made and entered into the Effective Date, by and between HRI and Franchisee.

W I T N E S S E T H:

WHEREAS, Franchisee is the owner of multiple Chem Dry® franchises ("Franchises") situated in different designated franchised areas;

WHEREAS, the Chem-Dry franchise agreements ("Agreements") between Franchisee and HRI pertaining to the Franchises requires Franchisee to establish an office location within each franchised area and to operate the Franchises from each office location;

WHEREAS, Franchisee desires to establish only one office located in one of its franchised areas and to operate all of the Franchises from that single office location; and

WHEREAS, HRI is willing to grant an exception to the office location requirement in the Agreements, on a limited, non transferrable, and revocable basis.

NOW, THEREFORE, in consideration of the mutual promises made herein, HRI and Franchisee agree to be bound by the following terms and conditions

1. Unless this COA is signed in conjunction with the sale of a new Chem-Dry franchise, Franchisee agrees to pay HRI a nonrefundable fee of $150.00 as consideration for the privilege of headquartering all Franchises from a single office location.

2. This COA will expire with the Franchise Agreement, and is non renewable and non-transferrable.

3. Pursuant to section 11 of the Agreements, Franchisee agrees to maintain and preserve full and accurate books for each franchise headquartered at the single office location.

4. Upon expiration of this COA, Franchisee may be eligible to enter into a second COA with HRI so long as Franchisee notifies HRI of its desire to do so at least sixty (60) days prior to the expiration of this COA. Any subsequent COAs will be upon then current terms and conditions and will require payment of the then current fee. Upon expiration of this COA and if HRI does not enter into a new COA with Franchisee, Franchisee will have until the expiration date of this COA to move all franchise operations to office locations within the designated franchised areas for each Franchise. Failure to do so within the timeframe will be a material breach of the Agreement for that Franchise. Franchisee acknowledges and agrees HRI has no obligation to enter into subsequent COAs with Franchisee and that doing so will be at HRI's sole discretion.

5. Franchisee acknowledges and agrees this COA is entered into by HRI solely as an accommodation to Franchisee and HRI may terminate this COA, with or without cause, upon sixty

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(60) days written notice to Franchisee. In the event this COA is terminated, Franchisee agrees to all franchise operations to office locations within the designated franchised areas for each Franchise with the timeframe indicated in HRI's notice.

6. In the event the Agreement pertaining to the Franchise where Franchisee's office is located pursuant to this COA either terminates or expires, Franchisee agrees to move its office immediately to another location that has been approved by HRI.

7. Should any portion of this COA be found to be contradictory to the Agreements, then the Agreements shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this COA as of the date first above written.

FRANCHISEE

_____
Individually and Personally –

_____
Individually and Personally –

If an entity:

_____
Name of entity

By: _____
Its:_____

HARRIS RESEARCH, INC.

_____
Melanie Parker
Vice President, Legal & Franchise Administration

Date: _____

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EXHIBIT E

STATE ADDENDA TO THE FRANCHISE AGREEMENT

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Franchise Agreement 2301

Franchise Number:

Effective Date:

ADDENDUM TO THE FRANCHISE AGREEMENT AND OTHER AGREEMENTS

CALIFORNIA

This Addendum relates to franchises sold in the state of California and is intended to comply with California Franchise Investment Act. In consideration of the execution of the Franchise Agreement (the "Franchise Agreement") the Business Note (the "Business Note"), the Equipment Sales and Security Agreement (the "Equipment Agreement"), and the Software License Agreement (the "SLA"), HRI and Franchisee agree to amend the agreements as follows:

1. The California Franchise Relations Act, Business and Professions Code Sections 20000 to 20043, provides you with certain rights on termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

2. California Corporations Code, Section 31125 requires us to give you a disclosure document approved by the Department of Corporations prior to solicitation of a proposed material modification of an existing franchise.

3. Our right to terminate pursuant to Section 15(15) of the Franchise Agreement if Franchisee commences bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C.A. 101 et seq.).

4. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

5. Section 17.F. of the Franchise Agreement is amended by adding the following language:

"The cost of the arbitration will be borne equally by the parties."

6. Section 17.K. of the Franchise Agreement and the Business Note, the Equipment Agreement, and the SLA is amended by adding the following language:

"Nothing is this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you."

7. In all other respects, the Franchise Agreement, the Business Note, the Equipment Agreement, and the SLA will be construed and enforced according to its terms.

8. California law may not enforce the choice of Tennessee law provision in Section 17.H of the Franchise Agreement.

9. California Business and Professions Code Sections 20000 through 20043 ("CFRA") provide rights to the franchisee concerning termination and non-renewal of the franchise. If the Franchise Agreement is inconsistent with this law, the law will control.

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Franchise Agreement 2301

Franchise Number:

Effective Date:

10. Notwithstanding any other provision of the Franchise Agreement to the contrary, we may terminate the Franchise Agreement without the right to cure as provided in Section 20021 of CFRA.

11. We reserve the right to notify you at the time we terminate the Franchise Agreement that we will not enforce the post-termination covenant in Section 16.D and will then have no obligation to purchase any inventory from you under Section 20022 of CFRA.

12. Notwithstanding any other provision of the Franchise Agreement to the contrary, we shall exercise the right to terminate the Franchise Agreement in accordance with CFRA Section 20020.

13. You acknowledge your obligation to provide us with notice of transfer, sale or assignment under CFRA Section 20029.

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

15. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of California.

16. You acknowledge that the Franchise Agreement and all related agreements between you and us are not consumer contracts and are not within the scope of California Civil Code Section 1632. You confirm and agree that all contract negotiations and discussions between us and you have been conducted in the English language and no other language.

FRANCHISEE	HARRIS RESEARCH, INC.
_____	By: _____
	Title: _____
_____	Date: _____

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ADDENDUM TO THE FRANCHISE AGREEMENT

ILLINOIS

This Addendum relates to franchises sold in the state of Illinois and is intended to comply with Illinois statutes and regulations. In consideration of the execution of the Franchise Agreement, HRI and Franchisee agree to amend the Agreement as follows:

1. Sections 14 and 15 of the Agreement regarding nonrenewal and termination is amended as follows:

The conditions under which your franchise may be terminated or not renewed may be affected by Illinois law, 815 ILCS §§ 705/19 and 705/20.

2. Section 17.G. of the Agreement is deleted in its entirety and replaced as follows:

This Agreement, the franchise, and the relationship of the parties will be governed by the internal laws of the state of Tennessee, except to the extent governed by the United States Trademark, Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et. seq.) and except for any claims arising out of the Illinois Franchise Disclosure Act of 1987 and except that all issues relating to arbitrability or the enforcement of interpretation of the agreement to arbitrate as described in Section 15F will be governed by the United States Arbitration act (9 U.SC. § 1 et. seq.) and the Federal common law relating to arbitration.

3. Section 17.H. of the Agreement is deleted in its entirety.

4. Section 17.J. of the Agreement is deleted in its entirety and replaced as follows:

EXCEPT FOR FRANCHISEE'S OBLIGATION TO INDEMNIFY HRI FOR THIRD PARTY CLAIMS UNDER SECTION 7, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, HRI AND FRANCHISEE (AND FRANCHISEE'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN HRI AND FRANCHISEE, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

5. Section 17.L. of the Agreement is deleted in its entirety and replaced as follows:

Any and all claims, except claims for monies due HRI, arising out of or relating to this Agreement or the relationship among the parties hereto, excluding any claims arising under the Illinois Franchise Disclosure Act, shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date FRANCHISEE or HRI knew or should have known of the facts giving rise to such claims.

6. The following language is added to the Agreement as the last paragraph in Section 17:

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Franchise Number:

Effective Date:

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

7. 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, a franchise agreement may provide for arbitration to take place outside of Illinois.

8. In all other respects, the Agreement will be construed and enforced according to its terms.

FRANCHISEE	HARRIS RESEARCH, INC.
_____	By: _____
	Title: _____
_____	Date: _____

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ADDENDUM TO THE FRANCHISE AGREEMENT

MARYLAND

This Addendum relates to franchises sold in the state of Maryland and/or to residents of the state of Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement, HRI and Franchisee agree to amend the Agreement as follows:

1. The Franchise Agreement is amended by the addition of the following language:

The representations hereunder are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland franchise Registration and Disclosure Law.

2. Our right to terminate pursuant to Section 15(15) of the Franchise Agreement if you commence bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C.A. 101 et seq.).

3. Section 17 of the Franchise Agreement is amended by the addition of the following language:

Pursuant to the Maryland Franchise Registration and Disclosure Law, the Franchisee is permitted to bring a lawsuit in Maryland for claims arising under this Law.

4. Any general release required as a condition of renewal, sale, and/or assignment or transfer of the Store or the Franchise Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

6. Sections 13 and 14 of the Agreement is amended by the addition of the following language:

Pursuant to COMAR 02.02.08.16L, the general release required as a condition of assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

7. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

8. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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Franchise Number:

Effective Date:

9. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Maryland.

In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

FRANCHISEE	HARRIS RESEARCH, INC.
_____	By: _____
	Title: _____
_____	Date: _____

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ADDENDUM TO THE FRANCHISE AGREEMENT

MINNESOTA

This Addendum relates to franchises sold in the state of Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Franchise Agreement, HRI and FRANCHISEE agree to amend the Agreement as follows:

1. Section 4 of the Franchise Agreement is amended by adding the following language:

HRI 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.

2. Sections 14.B. and 15 of the Franchise Agreement are amended by adding the following language:

3. Nothing in the Franchise Agreement shall in any way abrogate or reduce any rights of Franchisee as provided for in the Minnesota Statutes, Chapter 80C. Minnesota Statutes §80C.14, subdivisions 3, 4 and 5 require that Franchisee be given at least 90 days written notice in advance of termination (with 60 days to cure) and 180 days written notice for non-renewal of the Franchise Agreement, except that the notice shall be effective immediately for certain grounds. Section 17 of the Agreement is amended by adding the following language:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J, prohibits HRI from requiring litigation, to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate, reduce or otherwise waive any of the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or FRANCHISEE'S right to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. Section 17.J. of the Franchise Agreement is deleted in its entirety and replaced as follows:

EXCEPT FOR FRANCHISEE'S OBLIGATION TO INDEMNIFY HRI FOR THIRD PARTY CLAIMS UNDER SECTION 7, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, HRI AND FRANCHISEE (AND FRANCHISEE'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN HRI AND FRANCHISEE, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

5. Notwithstanding anything to the contrary in the Franchise Agreement, no release language in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

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6. Any limitations on claims is amended to conform to Minnesota Statutes, Section 80C.12, subdivision 1(g).

7. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

FRANCHISEE	HARRIS RESEARCH, INC.
_____	By: _____
	Title: _____
_____	Date: _____

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ADDENDUM TO THE FRANCHISE AGREEMENT

NEW YORK

This Addendum relates to franchises sold in the state of New York and is intended to comply with New York statutes and regulations. In consideration of the execution of the Franchise Agreement, HRI and FRANCHISEE agree to amend the Agreement as follows:

1. Section 17.J of the Franchise Agreement are amended by adding the following sentence at the end of each Section:

"However, that all rights arising in Franchisee's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law, Sections 687.4 and 687.5, be satisfied."

2. Section 17.H of the Franchise Agreement is amended by adding the following sentence at the end of the Section:

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

3. Notwithstanding anything to the contrary in the Franchise Agreement, you shall be permitted to terminate the Franchise Agreement upon any grounds available by law.

4. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

FRANCHISEE	HARRIS RESEARCH, INC.
_____	By: _____
	Title: _____
_____	Date: _____

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ADDENDUM TO THE FRANCHISE AGREEMENT

NORTH DAKOTA

This Addendum relates to franchises sold in the state of North Dakota and is intended to comply with North Dakota statutes and regulations. In consideration of the execution of the Franchise Agreement, HRI and Franchisee agree to amend the Agreement as follows:

1. North Dakota Century Code Section 9-08-06 states "Every contract by which anyone is restrained from exercising a lawful profession, trade, or business of any kind is to that extent void, except: 1) One who sells the goodwill of a business may agree with the buyer to refrain from carrying on a similar business within a specified county, city, or a part of either, so long as the buyer or any person deriving title to the goodwill from him carries on a like business therein and 2) Partners, upon or in anticipation of a dissolution of the partnership business has been transacted, or within a specified part thereof."

2. Any provision of the Franchise Agreement requiring the Franchisee to execute a release in a format designated by HRI is unenforceable with regard to claims arising under the North Dakota Franchise Investment Law.

3. Any provision of the Franchise Agreement requiring the Franchisee to consent to liquidated damages or termination penalties is hereby deleted.

4. Section 17 of the Franchise Agreement is amended by adding the following language:

A. Any provision of the Agreement which requires the Franchisee to consent to waiver of exemplary and punitive damages is unenforceable pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

B. Arbitration and mediation proceedings will be conducted at a site agreeable to all parties.

C. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

D. The venue of any litigation arising out of the franchise relationship between Franchisee and HRI will be within the state of North Dakota.

E. Both Franchisor and Franchisee will be allowed the option of a jury trial.

5. Section 17.J. of the Agreement is deleted in its entirety.

6. You acknowledge that your failure to pay the Initial Fee when due is a material default under the Franchise Agreement and the we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Fee.

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Franchise Number:

Effective Date:

7. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements, or Tennessee law if such provisions are in conflict with North Dakota law.

8. The (i) covenant not to compete in Section 16.D, and (ii) one year limitation period in Section 17.M of the Franchise Agreement are not enforceable in North Dakota.

9. Notwithstanding anything to the contrary in the Franchise Agreement, no release language in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.

10. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

FRANCHISEE	HARRIS RESEARCH, INC.
_____	By: _____
	Title: _____
_____	Date: _____

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ADDENDUM TO THE FRANCHISE AGREEMENT

RHODE ISLAND

This Addendum relates to franchises sold in the state of Rhode Island and is intended to comply with Rhode Island statutes and regulations. In consideration of the execution of the Franchise Agreement, HRI and Franchisee agree to amend the Franchise Agreement as follows:

1. Section 17 of the Agreement is amended by adding the following language:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act.

2. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

FRANCHISEE	HARRIS RESEARCH, INC.
_____	By: _____
	Title: _____
_____	Date: _____

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ADDENDUM TO THE FRANCHISE AGREEMENT

VIRGINIA

This Addendum relates to franchises sold in the state of Virginia and is intended to comply with Virginia statutes and regulations. In consideration of the execution of the Franchise Agreement, Harris Research, Inc. ("HRI") and Franchisee agree to amend the Franchise Agreement as follows:

1. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

FRANCHISEE	HARRIS RESEARCH, INC.
_____	By: _____
	Title: _____
_____	Date: _____

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ADDENDUM TO THE FRANCHISE AGREEMENT

WASHINGTON

The state of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in the State of Washington, the arbitration site shall be, but only if required by the Act, in the State of Washington, or in a place mutually agreed upon by the parties at the time of the arbitration, or as determined by the arbitrator.

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

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

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

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

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

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

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Franchise Number:

Effective Date:

The undersigned does hereby acknowledge receipt of this Addendum.

FRANCHISEE	HARRIS RESEARCH, INC.
_____	By: _____
	Title: _____
_____	Date: _____

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Franchise Agreement 2301

ADDENDUM TO THE FRANCHISE AGREEMENT

WISCONSIN

This Addendum relates to franchises sold in the state of Wisconsin and is intended to comply with Wisconsin statutes and regulations. In consideration of the execution of the Franchise Agreement, HRI and Franchisee agree to amend the Franchise Agreement as follows:

1. The Wisconsin Fair Dealership Law supersedes any provisions of the Franchisee's Franchise Agreement inconsistent with that law.

2. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

FRANCHISEE	HARRIS RESEARCH, INC.
_____	By: _____
	Title: _____
_____	Date: _____

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EXHIBIT F

RELEASE AGREEMENT

For Franchisees Acquiring an Additional Franchise

THIS RELEASE AGREEMENT ("Agreement") is made and entered into the Effective Date by and between HRI and Franchisee.

W I T N E S S E T H:

WHEREAS, HRI and Franchisee have entered into one or more Franchise Agreements, whereby Franchisee was granted the right to own and operate an Chem-Dry business within a specific franchised area;

WHEREAS, Franchisee desires to acquire an additional franchise; and

WHEREAS, HRI is willing to grant an additional franchise to Franchisee provided Franchisee executes this Agreement concurrently with the execution of a new franchise agreement and pays the required fee to HRI.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Release**. The Franchisee hereby forever releases, remises and discharges HRI and HRI's affiliates, its shareholders, directors, officers, employees and agents, and all its respective heirs, executors, administrators, successors and assigns, of and from any and all known and unknown claims, causes of action, suits, debts, agreements, promises and demands of whatever nature or kind, in law or in equity, which the Franchisee now has, ever had, or, but for this release, hereafter would or could have arising from the relationship between the parties or relating in any manner to the Franchise Agreements, except for HRI's obligation under the franchise agreement on and after the date of this Agreement. Franchisee hereby warrants and represents to HRI that he or she has not assigned any of the above-described claims, causes of action, suits, debts, agreements, promises and demands released hereunder.

For franchises in the State of California, the Franchisee acknowledges that this Release Agreement is a general release which extends to all known and unknown claims, causes of action, suits, debts, agreements, promises and demands whether or not claimed or suspected. The Franchise waives all of the provisions of California Civil Code Section 1542, and similar laws of other jurisdictions. California Civil Code Section 1542 reads as follows:

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

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2. **Construction and Enforcement**.

(a) Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), this Agreement will be governed by the laws of the State of Tennessee.

(b) Binding Effect. This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest, and will not be modified except by written agreement signed by Franchisee and HRI.

(c) Construction. The preambles are a part of this Agreement, which constitutes the entire agreement of the parties relating to its subject matter. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of the sections or paragraphs.

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement as of the date first above written.

FRANCHISEE

_____
Individually & Personally

_____
Individually & Personally

HARRIS RESEARCH, INC.

By: _____
Title:_____

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Franchise Agreement 2301

Franchise Number:

Effective Date:

RELEASE AGREEMENT

For Franchisees Signing a Successor Franchise Agreement

THIS RELEASE AGREEMENT ("Agreement") is made and entered into the Effective Date by and between HRI and _____ Franchisee.

W I T N E S S E T H:

WHEREAS, HRI and Franchisee entered into the "Franchise Agreement, whereby Franchisee was granted the right to own and operate a Chem-Dry business within the Franchised Area;

WHEREAS, Franchisee desires to acquire a successor franchise for an additional term of five (5) years; and

WHEREAS, HRI is willing to grant a successor franchise to Franchisee provided Franchisee meets the requirements of Section 12 of the Franchise Agreement, including but not limited to executing this Agreement concurrently with the execution of a new franchise agreement and payment of the current successor fee to HRI.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Release**. The Franchisee hereby forever releases, remises and discharges HRI and HRI's affiliates, its shareholders, directors, officers, employees and agents, and all its respective heirs, executors, administrators, successors and assigns, of and from any and all known and unknown claims, causes of action, suits, debts, agreements, promises and demands of whatever nature or kind, in law or in equity, other than those arising from this Agreement, which the Franchisee now has, ever had, or, but for this release, hereafter would or could have relating in any manner to the Franchise Agreement. Franchisee hereby warrants and represents to HRI that he or she has not assigned any of the above-described claims, causes of action, suits, debts, agreements, promises and demands released hereunder.

For franchises in the State of California, the Franchisee acknowledges that this Release Agreement is a general release which extends to all known and unknown claims, causes of action, suits, debts, agreements, promises and demands whether or not claimed or suspected. The Franchise waives all of the provisions of California Civil Code Section 1542, and similar laws of other jurisdictions. California Civil Code Section 1542 reads as follows:

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

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Franchise Agreement 2301

2. **Construction and Enforcement**.

(a) Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), this Agreement will be governed by the laws of the State of Tennessee.

(b) Binding Effect. This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest, and will not be modified except by written agreement signed by Franchisee and HRI.

(c) Construction. The preambles are a part of this Agreement, which constitutes the entire agreement of the parties relating to its subject matter. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of the sections or paragraphs.

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement as of the date first above written.

FRANCHISEE

_____

_____

HARRIS RESEARCH, INC.

_____

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EXHIBIT G

MICROPRO SHIELD ADDENDUM

MICROPRO SHIELDTM SERVICES ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM is entered into this the Effective Date by and between HRI and Franchisee.

WHEREAS, HRI and Franchisee have entered into a Franchise Agreement dated the Effective Date for Franchisee to own and operate a Chem-Dry® franchised business;

WHEREAS, HRI has developed a new Chem-Dry service offering, currently known as MicroPro Shield™, which provides disinfecting and sanitization services utilizing unique products, equipment, marketing, and methods of application that is outside the scope of Chem-Dry Approved Services ("MicroPro Shield Services");

WHEREAS, Franchisee has submitted information to HRI to enroll in the MicroPro Shield program and HRI has determined that Franchisee meets HRI's criteria for Chem-Dry franchisees to be eligible to offer and provide MicroPro Shield Services;

WHEREAS, HRI and Franchisee have agreed to amend certain sections of the Franchise Agreement as set forth in this Addendum; and

IN CONSIDERATION of the mutual covenants contained in this Addendum, HRI and

Franchisee agree as follows:

1. Additional License Grant. The Franchise Agreement is amended to grant to Franchisee a limited, nonexclusive, nonrenewable license to provide MicroPro Shield Services in the Territory for a term of two years from the Addendum Date (the "Addendum Term") subject to the following requirements:

(i) Software. Franchisee agrees to utilize HRI's required software in the operation of the Business and to sign the Software License Agreement attached as Exhibit 1 to this Addendum.

(ii) Insurance. Franchisee agrees to secure and maintain at all times during the Addendum Term insurance in the coverages, amounts and types required by HRI to offer MicroPro Shield Services as set forth in the Operational Standards Manual or otherwise in writing. Paragraph 9.E. of the Franchise Agreement shall be expanded to include a recommended minimum increase to $2,000,000 of General Liability or umbrella insurance coverage policy. Franchisee agrees to consult with their insurance provider to ensure adequate and proper coverage inclusive of all franchisee's approved Chem-Dry services the franchisee offers.

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(iii) Training. Franchisee agrees to complete, and cause its technicians and employees to complete, to HRI's satisfaction all training HRI deems necessary to offer and deliver MicroPro Shield Services. Franchisee further agrees this additional training requirement is in addition to Franchisee's current training requirements set forth in 3.B. of the Franchise Agreement. Franchisee's compliance with all training requirements is a condition to continuing to offer MicroPro Shield Services.

(iv) MicroPro Shield Starter Kit. Franchisee agrees to purchase and execute the required Equipment Agreement for HRI's MicroPro Shield Starter Kit prior to marketing and/or offering MicroPro Shield Services. Franchisee agrees to maintain the MicroPro Shield equipment in good working condition and to purchase any replacement parts and equipment from HRI or an HRI approved supplier. Franchisee must maintain a full working set of the components of the MicroPro Shield Starter Kit at all times during the Addendum Term and utilize the properly maintained MicroPro Shield Starter Kit to provide the MicroPro Shield Services.

(v) Additional MicroPro Shield Equipment & Supplies. After the purchase of the MicroPro Shield Starter Kit, Franchisee may purchase other approved MicroPro Shield equipment and shall purchase any supplies necessary to provide the MicroPro Shield Services from HRI or an HRI approved supplier. Franchisee may elect to sell approved MicroPro Shield equipment only to another Chem-Dry franchisee that HRI has confirmed as authorized to provide MicroPro Shield Services in advance of the sale. Franchisee will inform HRI about the transfer of the equipment, including corresponding Serial Number(s) promptly after the parties engage in the transfer.

(vi) Mandatory Annual Product Purchase Requirement. Franchisee agrees to purchase no less than $1,000 in BIOPROTECT RTU (and any additional specialized solutions listed by HRI for use in providing MicroPro Shield Services as a qualifying product) from HRI annually to remain eligible to offer and deliver MicroPro Shield Services in accordance with this Addendum. Franchisee acknowledges and agrees this Mandatory Annual Product Purchase Requirement is in addition to the requirement as set forth in Section 9.A. of the Franchise Agreement and will not count toward the existing purchase requirement as set forth in Section 9.A. of the Franchise Agreement.

(vii) Personal Protective Equipment. Franchisee agrees to meet or exceed the written standards for the use of Personal Protective Equipment at all times while performing MicroPro Shield Services. HRI reserves the right to modify these standards at any time and will communicate any changes in writing.

(viii) Waivers & Disclaimers. Franchisee agrees to consult with its own counsel to create and develop proper waivers and disclaimers for MicroPro Shield services that are effective and enforceable under the laws of the state in the Territory is located.

(ix) Commercial Work. Franchisee agrees to provide MicroPro Shield Services through the Chem-Dry Corporate Services national accounts program, including requests for service into areas without existing MicroPro Shield representation.

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Franchise Number:

Effective Date:

2. Compliance. Franchisee acknowledges and agrees Franchisee is responsible for ensuring it is and remains eligible to offer MicroPro Shield Services. Franchisee must at all times operate its Chem-Dry business be in full compliance with all applicable laws, ordinances, government regulations, environmental regulations, occupational hazards and health, worker's compensation insurance, and includes any laws, ordinances, licensing, regulations or requirements that may govern the offering of the MicroPro Shield Services.

3. Evolving Process. Franchisee acknowledges that the science, technology and methodology that underlies the MicroPro Shield program is changing rapidly and HRI has no means of controlling or predicting whether such changes will impact the MicroPro Shield Services. HRI reserves the right to modify MicroPro Shield Services, or any portion thereof, upon written notice to Franchisee. Franchisee agrees to implement any such changes immediately or as further instructed by HRI. HRI may end, limit or restrict the MicroPro Shield Services or terminate this Addendum without penalty or refund prior to the expiration of the Addendum Term if HRI determines in its sole discretion that such action is appropriate or necessary under the circumstances for the benefit of the health and welfare of Franchisee, its employees and customers.

4. No Further Amendment; No Waiver. In all other respects, the Franchise Agreement will continue in full force and effect without modification. HRI does not consent to nor waive its rights to enforce the Franchise Agreement in accordance with its terms with respect to any failure, act or omission of Franchisee that constitutes a breach of or default under the Franchise Agreement that exists or pre-existed the Addendum Date.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the day and year first written above, effective as of the date executed by HRI.

FRANCHISEE	HARRIS RESEARCH, INC.
By: _____	By:_____
Title: _____	Melanie Parker
Date:_____	Title: Senior Vice President Legal & Franchise Administration
	Date: _____

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EXHIBIT 1

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") applies to the online software service(s) made available by Harris Research, Inc. ("HRI") or its vendors (such software and related services being referred to herein as the "Service"). The Service features and capabilities may vary depending on the version or level of the Service provided under this Agreement. As used in this Agreement, the terms "you", "your" or "user" all refer to the Franchisee under the Franchise Agreement ("Franchise Agreement") which may be entering into concurrently with the Agreement. You and HRI agree as follows:

1. Permitted Uses. Subject to the terms and conditions of the Agreement, HRI or its vendors will provide the Service for you to use for the purpose of managing your business data. You will be required to read and agree to be bound by the Agreement. Use of the Service requires access to the World Wide Web. You agree to provide all equipment necessary to make such connection to the World Wide Web.

2. Your Registration Obligations.

2.1. You agree to: (i) provide true, accurate, current and complete information as prompted by the Service's registration form(s) ("Registration Data") and (ii) maintain and promptly update the Registration Data to keep it accurate and complete.

2.2. Content Policy. By submitting data, files, software, text or other content ("Content") by using the Service, you warrant that: (i) you are authorized to submit such Content to HRI, and (ii) the use of Content by HRI and its vendors will not infringe or misappropriate the intellectual property rights of or otherwise violate the rights of any third party.

3. Access, Passwords and Security. You may designate as many users as your account will allow, and you may provide and assign access and passwords to such users. You will be responsible for the confidentiality and use of your access number(s), password(s), and account number(s). You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data including any Content ("Electronic Communications") entered through or under your access number(s), password(s) or account number(s). HRI and its vendors will act as though any Electronic Communications it receives under your access number(s), password(s) or account numbers(s) have been sent by you. You will immediately notify HRI if you become aware of any loss or theft or unauthorized use of any of your access number(s), password(s) and/or account number(s).

4. Franchisee Conduct. You may not: (a) use the Service to impersonate any person or entity, including, but not limited to, an HRI official, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; (b) interfere with or disrupt the Service or servers or networks connected to the Service; (c) use the Service to violate any applicable law or regulation; (d) use the Service to incite or provide instructional information about illegal activities; (e) use, view or copy any portion of the Service for purposes of creating or modifying a competing

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product or service; (f) decompile, disassemble, reverse engineer, translate or otherwise attempts to discovery any source code or underlying trade secret pertaining to the Service or modify the Service or any graphic generated by use of the Service; or (g) use, copy, modify, sublicense, or distribute the Service, electronically or otherwise, or any copy, adaptation, transcription or merged portion thereof, except as expressly authorized by HRI.

5. Usage. You agree to use the Service to manage all customer accounts related to any products and/or services that you are authorized or approved to offer or sell under the Franchise Agreement in effect between you and HRI. The Service shall be used solely in connection with the operation of the Franchise and shall not be used to perform information processing for any other person, entity or business.

6. Support: HRI will provide reasonable technical support for the Service as well as training assistance and conversion support. However, any support offered by HRI shall only be for the most current version of the Service and you are solely responsible for ensuring you obtain and substitute or incorporate any new release or "fixes" issues by HRI.

7. General Practices Regarding Use, Storage and Service Access. You acknowledge that HRI may establish, from time to time, general practices and limits concerning use of the Service. HRI has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. In the event of an error with your Service, a service technician will be permitted to access your Content as necessary to resolve the problem. HRI reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

8. Service Level Provisions.

8.1. Service Availability. HRI expects the Service to be provided and hosted by a third party and generally to be available during both regular business hours and non-business hours, but in any event, HRI makes no representations or warranties concerning the availability of the Service.

8.2. Service Maintenance. HRI reserves the right to perform regularly scheduled updates, systems maintenance, and emergency maintenance.

9. Content Ownership and Confidentiality; Security. You agree the Customer List, as defined and governed by your Franchise Agreement, contains account and/or personal customer information and is, therefore, confidential information. As such, you agree not to disclose the Customer List, or any portion thereof, and to take all reasonable precautions to insure that your employees and/or contractors agree not to disclose such information to unauthorized third parties. HRI will use commercially reasonable efforts to protect, and to cause its vendors to protect, the security of the Content, including requiring its vendor to minimally maintain comprehensive general liability and internet professional and security liability insurance coverage, but in any event, HRI makes no representations or warranties concerning the security of the Content.

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10. Modifications to the Service. HRI reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with reasonable notice to you. HRI will not be liable to you for any modification, suspension or discontinuance of the Service however, in the event of discontinuance HRI will provide reasonable Content transition assistance. HRI may specify from time to time the hardware and software required in order to use the Service (e.g., supported browser versions).

11. Modifications to the Terms of Service. HRI may modify the Agreement if necessary to comply with any other agreements that HRI is currently bound by or will be bound by in the future, and/or with applicable law, as well as to adjust to changing business circumstances. HRI will notify you of any changes to the Agreement, and your continued use of the Service will constitute your acceptance of the revised Agreement.

12. Fees. You agree to pay the then-current fees charged by HRI for the Service. Additional fees may apply for optional features of the Service; and may apply in the event you elect to transfer from one level of the Service to another. HRI reserves the right to modify its fees.

13. Termination and Indemnity. HRI may suspend or terminate your account and/or deny you access to, use of, or submission of Content for, all or part of the Service, without prior notice, if you engage in any conduct that violates this Agreement. You agree to defend, indemnify and hold HRI harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation of the Agreement.

14. Links. The Service may provide links to other World Wide Web sites or resources. HRI is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. HRI will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

15. HRI Proprietary Rights. The Service is being licensed, not sold, to you by HRI. The Agreement does not grant to you any ownership interest in the Service, and HRI and its vendors reserve and will retain their entire right, title and interest in and to the Service and all intellectual property rights arising out of or relating to the Service except as expressly granted to you by Section 1 of the Agreement.

16. No Resale, Etc. of the Service. You will not copy, sell, resell, rent or sublicense, lease, loan, redistribute, or create a derivative work of any portion of the Service. You will not engage in unauthorized use of the Service, or access to the Service by any unapproved means.

17. Confidentiality. You will keep all information regarding the Service (including its operation and interfaces) strictly confidential and will share such information only as necessary to enable you to use the Service as contemplated by Section 1 of this Agreement.

18. Assignment. You will not assign any of your rights or delegate any of your responsibilities hereunder without the prior written consent of HRI. Any purported assignment or

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delegation in violation of this Section 18 will be null and void. No assignment or delegation will relieve you of any of your obligations hereunder. HRI will be permitted to assign its rights and delegate its responsibilities hereunder to any successor entity.

19. No Third-Party Beneficiaries. The Agreement is for the sole benefit of you and HRI (and their respective successors and permitted assigns) and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

20. Limitation of Liability.

(a) HRI AND ITS VENDORS, OFFICERS, AGENTS OR EMPLOYEES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, CONTENT OR OTHER INTANGIBLE LOSSES (EVEN IF HRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE, CONTENT AND/OR ANY INFORMATION; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, CONTENT, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

(b) HRI WILL NOT BE LIABLE FOR ANY (i) INTERRUPTION OF BUSINESS, (ii) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU ACCESS THROUGH THIS SERVICE; (iii) CONTENT NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; OR (iv) EVENTS BEYOND HRI'S REASONABLE CONTROL.

(c) IN NO EVENT WILL HRI'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO HRI FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

21. General. Except for, and subject to, the Franchise Agreement in effect between you and HRI, this Agreement constitutes the entire agreement between you and HRI with respect to the Service and governs your use of the Service. You also may be subject to additional terms and conditions that may apply when you use affiliated or other HRI services, third-party content or third-party software. Any dispute arising under or in connection with this Agreement will be resolved in accordance with the dispute resolution provisions (including any provisions regarding

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arbitration, governing law, and/or consent to jurisdiction) contained in the Franchise Agreement. This Agreement does not limit any rights that HRI may have under trade secret, copyright, patent, trademark or other laws. The failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Any claim or cause of action arising out of or related to use of the Agreement or the Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any litigation or other dispute resolution proceeding is commenced between parties to this Agreement to enforce or determine the rights or responsibilities of the parties, the prevailing party or parties in the proceeding will be entitled to receive, in addition to any other relief granted, its reasonable attorneys' fees, expenses, and costs incurred preparing for and participating in the proceeding. The section titles in the Agreement are for convenience only and have no legal or contractual effect. The Agreement will inure to the benefit of HRI and its successors and assigns.

22. Survival. Accrued payment obligations and Sections 9, 13, 15, 17, 18, 19, 20, 21 and 22 in the Agreement shall survive the termination of the Agreement.

If Individuals:

_____
*FRANCHISEE – Individually and Personally

_____
*FRANCHISEE – Individually and Personally

If corporate entity:
*Name of Entity

_____
By: _____
Its:_____

HARRIS RESEARCH, INC.

_____
Melanie Parker
Senior Vice President of Legal
& Franchise Administration

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EXHIBIT H

COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made, entered into and effective on _____ (the "Effective Date") by and between: (i) _____ (the "**Franchisor**"); and (ii) _____ (the "**Franchisee**").

BACKGROUND INFORMATION

The Franchisor entered into that certain Franchise Agreement (the "**Franchise Agreement**") dated as of _____ with the Franchisee, pursuant to which the Franchisee plans to own and operate a _____ franchised business (the "**Franchised Business**") located at _____ (the "**Site**"). In addition, pursuant to that certain Lease Agreement (the "**Lease**"), the Franchisee has leased or will lease certain space containing the Franchised Business described therein from _____ (the "**Lessor**"). The Franchise Agreement requires the Franchisee to deliver this Assignment to the Franchisor as a condition to the grant of a franchise.

OPERATIVE TERMS

The Franchisor and the Franchisee agree as follows:

1. **Background Information**: The background information is true and correct. This Assignment will be interpreted by reference to, and construed in accordance with, the background information set forth above.

2. **Incorporation of Terms**: Terms not otherwise defined in this Assignment have the meanings as defined in the Franchise Agreement.

3. **Indemnification of Franchisor**: Franchisee agrees to indemnify and hold Franchisor and its parents, affiliates, stockholders, directors, officers, principals, franchisees/licensees and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action which any of them are named as a party or which any of them may suffer, sustain or incur by reason of, or arising out of, Franchisee's breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.

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4. **Conditional Assignment**: Franchisee hereby grants to the Franchisor a security interest in and to the Lease, all of the furniture, fixtures, inventory, equipment, and supplies located in the Site and the franchise relating to the Franchised Business, and all of the Franchisee's rights, title and interest in and to the Lease as conditional for the payment of any obligation, liability or other amount owed by the Franchisee or its affiliates to the Lessor arising under the Lease and for any default or breach of any of the terms and provisions of the Lease, and for any default or breach of any of the terms and provisions of the Franchise Agreement. In the event of a breach or default by Franchisee under the terms of the Lease, or, in the event Franchisor makes any payment to the Lessor as a result of the Franchisee's breach of the Lease, then such payment by the Franchisor, or such breach or default by the Franchisee, shall at Franchisor's option be deemed to be an immediate default under the Franchise Agreement, and the Franchisor shall be entitled to the possession of the Site and to all of the rights, title and interest of the Franchisee in and to the Lease and to all other remedies described herein or in the Franchise Agreement or at law or in equity, without prejudice to any other rights or remedies of the Franchisor under any other agreements or under other applicable laws or equities. This Assignment shall constitute a lien on the interest of the Franchisee in and to the Lease until satisfaction in full of all amounts owed by the Franchisee to the Franchisor. In addition, the rights of the Franchisor to assume all obligations under the Lease provided in this Assignment are totally optional on the part of the Franchisor, to be exercised in its sole discretion. Franchisee agrees to execute any and all Uniform Commercial Code financing statements and all other documents and instruments deemed necessary by Franchisor to perfect or document the interests and assignments granted herein.

5. **No Subordination**: Franchisee shall not permit the Lease to become subordinate to any lien without first obtaining Franchisor's written consent, other than the lien created by this Assignment, the Franchise Agreement, the Lessor's lien under the Lease, liens securing bank financing for the operations of Franchisee on the Site and the agreements and other instruments referenced herein. The Franchisee will not terminate, modify or amend any of the provisions or terms of the Lease without the prior written consent of the Franchisor. Any attempt at termination, modification or amendment of any of the terms of the Lease without such written consent is null and void.

6. **Exercise of Remedies**: In any case of default by the Franchisee under the terms of the Lease or under the Franchise Agreement, Franchisor shall be entitled to exercise any one or more of the following remedies in its sole discretion:

a) to take possession of the Site, or any part thereof, personally, or by its agents or attorneys;

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b) to, in its discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Site, together with all furniture, fixtures, inventory, books, records, papers and accounts of the Franchisee;

c) to exclude the Franchisee, its agents or employees from the Site;

d) as attorney-in-fact for the Franchisee, or in its own name, and under the powers herein granted, to hold, operate, manage and control the Franchised Business and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legally rectifiable, as in its discretion may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, hereby granting full power and authority to the Franchisor to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;

e) to cancel or terminate any unauthorized agreements or subleases entered into by the Franchisee, for any cause or ground which would entitle the Franchisor to cancel the same;

f) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Site or the Site that may seem judicious, in the sole discretion of the Franchisor; and

g) to insure and reinsure the same for all risks incidental to the Franchisor's possession, operation and management thereof; and/or

h) notwithstanding any provision of the Franchise Agreement to the contrary, to declare all of the Franchisee's rights but not obligations under the Franchise Agreement to be immediately terminated as of the date of Franchisee defaults under the Lease and fails to cure said default within the applicable cure period (if any).

The parties agree and acknowledge that Franchisor is not required to assume the Lease, take possession of the Site or otherwise exercise of its other rights described in this Assignment. In the event Franchisor elects to exercise its right to assume the Lease and/or take possession of the Site, it will provide written notice to Franchisee in writing and undertake the other necessary actions at issue. Nothing in this Assignment may be construed to impose an affirmative obligation on the part of Franchisor to exercise any of the rights set forth herein.

7. **Power of Attorney**: Franchisee does hereby appoint irrevocably Franchisor as its true and lawful attorney-in-fact in its name and stead and hereby authorizes it, upon any default under the Lease or

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under the Franchise Agreement, with or without taking possession of the Site, to rent, lease, manage and operate the Site to any person, firm or corporation upon such terms and conditions in its discretion as it may determine, and with the same rights and powers and immunities, exoneration of liability and rights of recourse and indemnity as the Franchisor would have upon taking possession of the Site pursuant to the provisions set forth in the Lease. The power of attorney conferred upon the Franchisor pursuant to this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without the written consent of the Franchisor.

8. **Election of Remedies**: It is understood and agreed that the provisions set forth in this Assignment are deemed a special remedy given to the Franchisor and are not deemed to exclude any of the remedies granted in the Franchise Agreement or any other agreement between the Franchisor and the Franchisee, but are deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted to the Franchisor, all of which remedies are enforceable concurrently or successively. No exercise by the Franchisor or any of the rights hereunder will cure, waiver or affect any default hereunder or default under the Franchise Agreement. No inaction or partial exercise of rights by the Franchisor will be construed as a waiver of any of its rights and remedies and no waiver by the Franchisor of any such rights and remedies shall be construed as a waiver by the Franchisor of any future rights and remedies. Franchisor is not required to exercise any of its rights set forth in Section 6 hereof, but shall have the irrevocable right to do so.

9. **Binding Agreements**: This Assignment and all provisions hereof shall be binding upon the Franchisor and the Franchisee, their successors, assigns and legal representatives and all other persons or entities claiming under them or through them, or either of them, and the words "Franchisor" and "Franchisee" when used herein shall include all such persons and entities and any others liable for payment of amounts under the Lease or the Franchise Agreement. All individuals executing on behalf of corporate entities hereby represent and warrant that such execution has been duly authorized by all necessary corporate and shareholder authorizations and approvals.

10. **Assignment to Control**. This Assignment governs and controls over any conflicting provisions in the Lease.

11. **Attorneys' Fees, Etc.** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to recover its attorneys' fees, costs and expenses relating to any trial or appeal (including, without limitation, paralegal fees) or arbitration or bankruptcy proceeding from the non-prevailing party.

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12. **Severability**. If any of the provisions of this Assignment or any section or subsection of this Assignment shall be held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected thereby and will remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the day and year first above written.

FRANCHISEE	**FRANCHISOR**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

The Lessor hereby consents, agrees with, approves of and joins in with this COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE.

LESSOR

_____

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EXHIBIT C
BUSINESS NOTE

BUSINESS NOTE

Date: _____

Franchise Number: _____
Total Principal Amount: _____

FOR VALUE RECEIVED, the Undersigned ("Borrower"), jointly and severally, promise to pay to the order of Harris Research, Inc. ("HRI") the principal sum of _____ Dollars ($_____), payable in ___ equal, monthly installments of _____, beginning on the tenth day of (A) the month after Borrower signs the Franchise Agreement and/or this Business Note if Borrower is an existing HRI franchisee, or purchases an existing Chem-Dry franchise business (B) the month that is the earlier of (i) the fourth (4th) month after Borrower completes initial franchise training with HRI, or (ii) the eighth (8th) month after the date of this Note, and continuing on the tenth day of each subsequent month until paid in full. Interest shall accrue from the first installment due date as set forth above until this note is paid in full at the rate of ____% per annum. Payments must be paid on time or the loan will be become voided and all monies are due immediately and interest will be charged retroactively. Payment of both principal and/or interest shall be made via electronic transfer of funds from Borrower's banking account or in such other manner as HRI or the holder of this Business Note shall designate. Borrower agrees to execute and submit all documents necessary to authorize such electronic transfer of funds transaction.

This Business Note represents the balance of the Initial Fee, Initial License Fee, or other amounts payable by Borrower to HRI under that certain Chem-Dry Franchise Agreement between Borrower, as franchisee, and HRI, as franchisor. Borrower's obligations under this Business Note are absolute, irrevocable and unconditional. No defense, claim, set off, or other cause in favor of Borrower arising under the Franchise Agreement shall affect Borrower's obligations to pay this Business Note in accordance with its terms. HRI may assign, transfer, discount or pledge this Business Note without notice to Borrower. Borrower acknowledges that its obligations under this Business Note are independent of and are not conditioned or dependent upon any rights or obligations of the parties to the Franchise Agreement.

This Business Note may be prepaid in whole or in part, without premium, from time to time on the date that any installment comes due, with minimum partial payments of $100.00 or any multiple thereof. If Borrower pays the Initial License Fee amount owed pursuant to the Franchise Agreement associated with this Business Note in full within six (6) months of the date of this Business Note, HRI will discount the total due for the Initial License Fee by twelve percent (12%). No prepayments of this Business Note shall affect the obligation of Borrower to make the payments of installments of the principal and interest required by the first paragraph hereof until this Business Note shall have been paid in full. All amounts due by Borrower to HRI shall be subject to a one-time late fee of $100.00 and bear interest after their due date at the highest applicable legal rate for open account business credit in the state of Borrower's domicile, not to exceed one and one half percent (1.5%) per month. After the maturity of this Business Note (whether by acceleration or otherwise), HRI shall have the right to collect all payments due and interest shall accrue on the principal balance at the rate of 18% per annum. A charge of $40.00 will be assessed for each installment returned unpaid (NSF, Account Closed, etc.).

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On default hereunder and at any time thereafter, HRI may declare all of the obligations under this Business Note immediately due and payable.

The occurrence of any one or more of the following shall be deemed to be an event of default hereunder: (a) Failure of Borrower to pay any installment of principal or interest when due; (b) The filing of any petition by Borrower or against Borrower under the Federal Bankruptcy Act as now or hereafter in force for any relief based upon an allegation of Borrower's insolvency, or the adjudication of Borrower as a bankrupt under said Act; (c) The filing of a petition against Borrower for reorganization of Borrower under the Federal Bankruptcy Act as now or hereafter in force, and the approval of such petition by any United States District Court or United States Bankruptcy Court; (d) The execution and delivery by borrower of a general assignment for the benefit of creditors; (e) The appointment of a Receiver for Borrower by a court of competent jurisdiction, which appointment shall not have been vacated within a period of thirty (30) days after the date of the appointment of such Receiver; (f) Insolvency of Borrower. Insolvency shall be defined as, when the current liabilities, less payables due HRI, exceed the current assets of Borrower, as determined by generally accepted accounting principles; (g) Failure of Borrower to maintain on a current basis any account with HRI; (h) Failure to cure, within applicable grace periods, any breach of a Franchise Agreement(s) with HRI; (i) Failure to comply with any other provisions in this agreement.

No waiver by HRI of any default on the part of Borrower, and no practice of the parties at variance with the terms hereof shall constitute a waiver of any subsequent default of the same or different terms, covenants or conditions hereof. HRI shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred or paid by HRI in enforcing or defending any action relating to this Business Note, whether or not suit is filed. Wherever "HRI" is referred to herein, it shall be deemed to refer to HRI or any other assignee or subsequent holder of this Business Note.

IN WITNESS WHEREOF, the undersigned have duly executed, issued and delivered this Business Note effective as of the Date first set forth above.

Borrower

_____ _____

Partner or Officer Partner or Officer

Business Name _____

Address _____

City, State, Zip _____

Bus. Phone # _____

The undersigned individuals jointly and severally, unconditionally, irrevocably and absolutely guaranty the timely payment and performance of this Business Note as the primary obligation of the undersigned, not as an accommodation party. The undersigned waive notice of default, notice of amendment, extension or modification, demand, protest, notice, presentment, exhaustion of

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remedies and all other defenses and conditions precedent to direct enforcement against the undersigned.

_____, Individually _____, Individually

Print Name: _____ Print Name: _____

Address: _____
Address:_____

City, State, Zip: _____City, State, Zip: _____

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EXHIBIT D
OPERATIONS MANUAL

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EXHIBIT E
LIST OF FRANCHISEES

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Wendy Jones	1280 Guntersville Rd	Arab	AL	256-586-3505
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Tomberlin, David	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	205-870-1692
Tomberlin, David	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	205-870-1692
Tomberlin, David	5608 Clifford Circle, Ste. A	BIRMINGHAM	AL	205-870-1692
Tomberlin, David	5608 Clifford Circle Ste A	BIRMINGHAM	AL	205-553-6334
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Tomberlin, David	5608 Clifford Circle Ste A	BIRMINGHAM	AL	205-981-0035
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Brereton, Fred & Janet	2835 SO. PINE STREET	FOLEY	AL	251-955-1238
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Lee Ann Dougherty	3116 Riviere Du Chien Loop E	MOBILE	AL	251-990-8990
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Goeler, Timothy	28786 BRODIAEA AVE	MORENO VALLEY	CA	888-224-0026
Timothy Goeler	28786 Brodiaea Avenue	Moreno Valley	CA	888-224-0026
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Steve Barnett	10934 Tolly St	Norwalk	CA	562-244-2975
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Overfield, Peter and Greg	22 Commercial Blvd.	Novato	CA	415-382-8196
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Salam Harati	17 Fontana Court	Novato	CA	707-795-3209
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Sharp, Lynn	909 3RD ST S	NAMPA	ID	208-475-5100
Sharp, Lynn	909 3RD ST S	NAMPA	ID	208-475-5100
Sharp, Lynn	909 3RD ST S	NAMPA	ID	208-475-5100
Lynn & Diana Sharp	909 3rd Street S.	Nampa	ID	208-475-5100
Sharp, Lynn	909 3RD ST. S	NAMPA	ID	208-475-5100
Sharp, Lynn	909 3RD ST. S.	NAMPA	ID	208-475-5100
Sharp, Lynn	909 3RD ST S	Nampa	ID	208-475-5100
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Michael Halliday, Jr	152 Milford Street	Upton	MA	508-529-4115
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Ron & Arlene Medriano	54 Brightondale Park SE	Calgary	AB	403-471-5578

Hugo Perez	124 Saddlebrook Circle NE	Calgary	AB	403-831-8452
Florin Mihai	148 Willowmere Way	Chestermere	AB	587-800-4676
Ken or Don Milne	121-11080 Ellerslie Rd SW	Edmonton	AB	587-855-5619
Mahesh Bariya	2307 82 St SW	Edmonton	AB	587-210-2125
Kory Reinbold	P.O. Box 1125	Red Deer	AB	403-346-2722
Darcy Ouellet	50 Rupert Crescent	Red Deer	AB	587-447-2833
Gregory B. Hembroff	43 Ashton Gate	Spruce Grove	AB	587-672-0848
Steven Smith	78 Gladstone Cr	St Albert	AB	780-460-2810
Steve Nadeau	150 Cuffling Flats Close	Turner Valley	AB	587-317-6096
Madjid Addouche	10386 Jackson Road	Maple Ridge	BC	877-795-9250
Avjot Bahia	10219 158 Street	Surrey	BC	778-833-0947
Wally Parachnowitsch	P. O. Box 1401	Vernon	BC	250-558-1993
Darren Chalus	307 Archibald St	Winnipeg	MB	204-793-9205
Duncan McGenn	1664 Shore Road	Eastern Passage	NS	902-830-4680
Duncan McGenn	1664 Shore Road	Eastern Passage	NS	902-830-4680
Kevin Brown	2-25 Hart Dr.	Barrie	ON	705-721-8866
Richard & Chris McWhinnie	M116 110 Didsbury Road	Kanata	ON	613-820-6007
Carl Baker	32-700 Erinbrook Drive	Kitchener	ON	519-747-2334
Carl Baker	32-700 Erinbrook Drive	Kitchener	ON	519-747-2334
Carl Baker	32-700 Erinbrook Drive	Kitchener	ON	519-747-2334
Bradley MacKay	40 Needham Street	Lindsay	ON	705-878-8697
Bradley MacKay	40 Needham Street	Lindsay	ON	705-878-8697
Bradley MacKay	157 St. David Street	Lindsay	ON	705-878-8697
Bradley MacKay	40 Needham Street	Lindsay	ON	705-878-8697
Timothy Amyotte	1524 Willow Way	Mississauga	ON	647-933-0095

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Brenton Boodoosingh	6099 Eaglewood Drive	Niagara Falls	ON	289-805-3578
Brenton Boodoosingh	6099 Eaglewood Drive	Niagara Falls	ON	289-805-3578
Brenton Boodoosingh	6099 Eaglewood Drive	Niagara Falls	ON	289-805-3578
Ahmad Hamad El-Hamad	2857 Sherwood Heights	Oakville	ON	250-380-2041
Ahmad Hamad El-Hamad	2857 Sherwood Heights	Oakville	ON	905-335-4394
Ahmad Hamad El-Hamad	2857 Sherwood Heights	Oakville	ON	905-335-4394
Ahmad Hamad El-Hamad	2857 Sherwood Heights	Oakville	ON	416-699-6616
Ahmad Hamad El-Hamad	2857 Sherwood Heights	Oakville	ON	613-228-1696
Ahmad Hamad El-Hamad	2857 Sherwood Heights	Oakville	ON	905-620-0522
Navneet Sharma	76 Birkdale Road	Scarborough	ON	365-544-3090
Lee Ann/James Zahavich	582 Falconbridge Road	Sudbury	ON	705-560-3670
Marek Jasionek and Beatrice Kowalewska	64 Beaumonde Heights Drive	Toronto	ON	416-916-0550
Frank McEniry	3870 Isabelle #4	Brossard	QC	514-779-7000
Frank McEniry	3870 Isabelle #4	Brossard	QC	514-779-7000
Terry Hardan	809 Avenue Lajoie	Dorval	QC	514-636-7992
Esmaeel Kariminezhad	15525 Rue Oakewood	Pierrefonds	QC	514-613-3355
Louis Genereux	30 Louis-Jolliet # 303	St. Jerome	QC	450-432-3112
Ryan Baiton	30 Sommerfeld Dr	Regina	SK	306-757-1212
David Foster	1612-1015 Patrick Cres	Saskatoon	SK	306-934-5995
Ian Barry Mercer	23 Walker Cres.	Saskatoon	SK	306-978-3380
Kyle Irvine	162 North Star Dr	Whitehorse	YT	867-332-1444

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EXHIBIT F

LIST OF FORMER FRANCHISEES

Primary Contact	Street 1	City	State/Province	Bus Phone
Sebastian Rodolfo	289 Desrochers Blvd	Edmonton	AB	780-935-5522
Roy Wood	P.O. Box 1070	Raymond	AB	403-394-3370
Thom Gregerson	284 North 3rd Street	Gadsden	AL	256-442-2700
Jonathan Goodwin	1216 Hunter Lane	Hartselle	AL	256-260-3791
Thom Gregerson	115 Lakewood Circle	Rainbow City	AL	256-442-2700
James Brant	809 W. Riordan Road, Ste. 100-401	Flagstaff	AZ	928-525-3188
Lee Barton	3386 E. Vaughn Avenue	Gilbert	AZ	480-924-8241
Robert Fisher	PO BOX 894	Green Valley	AZ	520-625-0051
Efrain Dimas	343 North Harris Drive	Mesa	AZ	480-890-2101
Eric Gidney	PO Box 488	Yuma	AZ	928-726-6366
Lorne McLaren	#58-8881 Walters Street	Chilliwack	BC	604-795-3254
Jason Yelizarov	8131 Number 1RD	Richmond	BC	604-210-6778
Marcos Real	9520 W. Escondido Canyon Rd.	Agua Dulce	CA	800-724-5531
Carlos Torres	417 Price Street	Bakersfield	CA	661-431-2448
Rodriguez, Robert	272 Gemini Ave.	Brea	CA	562-697-9911
Timothy Hehr	1520 North Fairway St.	Burbank	CA	818-845-4088
Robert Levy	1175 Shaw Ave.	Clovis	CA	559-292-9070
Ronnie Gonzalez	1736 Via Santiago	Corona	CA	909-501-5375
Wayne Mollard	172 E. Dexter St.	Covina	CA	626-357-7070
Martinez, Art & Reyes	P.O. BOX 300796	ESCONDIDO	CA	619-522-9821
Robert Purviance	11661 Martens River Circle	Fountain Valley	CA	562-280-2100
Rodney Hartman	7946 N. Maple Avenue	FRESNO	CA	559-275-7355
Stevan C. Arnold	PO BOX 582	Imperial	CA	760-352-1130

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Elmer Pineda	26526 Fir Ave	Moreno Valley	CA	760-565-0062
Michael Albertini	4744 Telephone Rd.	Ventura	CA	805-200-9196
Robert Mullinix	1695 Watson Way	Vista	CA	760-941-4441
Robert W. O'Hare	7364 South Catawba Way	Aurora	CO	303-400-4444
Virginia Lloyd	6105 S. Main St. #200-8	Aurora	CO	720-354-8055
Chad E. Harris	350 North Coffman Lane	Olathe	CO	970-210-0840
Bill Wotochek	7839 Lakeshore Dr	Parker	CO	720-573-0072
Richard de Boer	350 Chapel Rd Unit 9	South Windsor	CT	860-528-9220
Scott Zielinski	971 Bridge St.	Suffield	CT	860-712-7470
Denise V. Perugini	247 HORSESHOE DRIVE	WATERBURY	CT	203-753-1138
Robert Hildebrandt	8301 NW 35th Court	Coral Springs	FL	954-802-2347
Matthew Sapp	P.O. BOX 95	FORT WALTON BEACH	FL	850-862-6902
Lynden Smith	5425 Jackson Street	Hollywood	FL	954-534-9275
Roy F. House	3728 Philips Highway	Jacksonville	FL	904-262-2322
Jacek Waz	2594 Duchess Lane	North Port	FL	941-627-8070
Laura Rosa	2621 Sunnyside Circle	Palm Harbor	FL	727-772-5851
Patricia Dimeo	4555 Serenity Trail	Palm Harbor	FL	727-772-5857
Patricia Yager	10575 HEARTH ROAD	SPRINGHILL	FL	352-683-9757
Madhur Wadhwa	4534 Caicos Drive	Tavares	FL	352-306-3013
Diana L. Garrett	145 9TH Drive	Vero Beach	FL	772-569-7839
Nazar Osman	4356 Okeechobee Blvd	West Palm Beach	FL	561-727-7116
Virginia Lloyd	7400 Venetian Way	West Palm Beach	FL	561-403-3977
Bradley, Daniel	3279 Kate Street	Ackworth	GA	678-932-1411
Irving & Darlene Booth	101 Dabbs Crossing	Acworth	GA	770-637-7039
Richard E. Ketzel	126 Woodstone Circle	Albany	GA	229-999-4549
Jonnie Irvin	1266 W Paces Ferry Rd	Atlanta	GA	678-270-2054

Kevin Peck	2804 Palmview Ct	Atlanta	GA	404-383-9083
Steven Brian	4193 Quail Springs Circle	Augusta	GA	706-868-0191
Robert Reeder	435 Cornwallis Way	Fayetteville	GA	770-487-4904
Hubermane Johnson Emilus,	185 Christopher Michael Lane	Hampton	GA	678-304-1979
Vasile "Bill" Tifrea	P.O. Box 490012	Lawrenceville	GA	770-534-5738
Daniel Bradley	1625 Williams Drive	Marietta	GA	678-932-1411
Paul Smith	574 Mayjo Court	Marietta	GA	770-977-3088
Robert W. Reeder	8 Meadow Way	Sharpsburg	GA	678-568-9177
Jose M. Alcazar	3171 Chimney Ridge West	Snellville	GA	770-985-5929
Daniel Bradley	3279 Kate Street	Ackworth	GEORGIA	678-932-1411
Johnson Emilus, Hubermane	185 Christopher Michael Lane	Hampton	Georgia	678-304-1979
Naeole McFadden	47-731 Kamehameha Highway	Kaneohe	HI	808-308-3160
Timothy Swamberger	759 12th Ave. North	Clinton	IA	563-242-3238
Alan Schneider	302 South I Street	OSKALOOSA	IA	641-673-9525
Chad Berndt	3221 Nottingham Drive	Algonquin	IL	224-509-0008
Ron Lindstrom	5217 ORCHARD TRAIL	ALSIP	IL	708-582-1203
Dodaro, Timothy and Kimberly	16436 CHERRY CREEK CT.	JOLIET	IL	708-498-3985
James P. O'Connell	1345 River Oak Drive	Naperville	IL	630-983-6930
Thomas Mayher	10812 S. Lacrosse	Oak Lawn	IL	708-360-7477
Peterman, Terry and Lori	113 E Sherry Drive	Springfield	IL	217-789-9788
Keef, Jeffrey & Keef, Stacey	67 CLEMENTS RD.	WALNUT HILL	IL	618-249-6755
Sweet, Mark R & Joanne M	521 S GREEN ST	BROWNSBURG	IN	317-852-0500
Robert Borman	650 E. 119th Place	Crown Point	IN	219-248-2128
Kevin Jones	Attn: Kevin Jones	Indianapolis	IN	317-273-9814
Debra Shirley	742 Ash Street	Tipton	IN	317-776-7668
Weston Sponseller	741 Newburg Place	Westfield	IN	317-597-0090

White, Steven	4751-2 S 13TH ST	LEAVENWORTH	KS	785-272-9508
Leroy Watts	5639 Bennington Ave.	Baton Rouge	LA	225-444-5900
Charles Lebrija	134 Apache Trail	Delhi	LA	318-582-5912
Heather Miner	2731 Mansfield Rd	Shreveport	LA	318-938-7464
Vance Morris	219 Broadway	Centerville	MD	410-822-6100
Keron Hector	3414 63rd Avenue	Cheverly	MD	301-205-5135
David Prinzel	45627 Nicholas Court	Great Mills	MD	301-904-3290
Anthony Cosner	17630 State Way	Hagerstown	MD	301-305-2511
Anthony Woolford	9427 Ballard Green Drive	Owings Mills	MD	410-343-4731
Otis Watts III	3126 E Joppa Rd	PARKVILLE	MD	410-661-2560
Leon Stern & Celevia Jackson	6104 Ivy Ridge Ct.	Upper Marlboro	MD	301-569-8103
Michael Findling	2941 Windwood Court	Commerce Township	MI	248-534-5668
Randy Reynolds	70954 Elkhart Road	Edwardsburg	MI	269-414-4318
Sean Thompson	6780 Brooklyn Road	Jackson	MI	517-990-5548
Chip Baker	116 Stalwart Dr.	Troy	MI	248-673-1200
Alexsandr Podkopayev	6750 Long Avenue	West Bloomfield	MI	248-788-0035
Steven Colich & Teresa Olson	208 West Gary Street	Duluth	MN	218-590-6700
Robert Hauser	4502 20 ST SE	Rochester	MN	507-280-9050
DENNA, MAYNARD INACTIVE		******* NO MAIL ****	MT	406-755-3032
Nick Grenfell	340 Buckskin Rd	Bellgrade	MT	406-510-2023
Martin W. Prince	PO BOX 1075	Kalispell	MT	406-752-0815
James Lesnar	PO BOX 5017	Asheville	NC	828-274-2210
Morris Avery & Danny Walker	P.O. Box 211	Brevard	NC	828-877-6455
Robert Fitta	200 Dock Side Drive	Jacksonville	NC	910-353-9851
James H. Nalley	10445 Leslie Drive	Raleigh	NC	919-271-2871
Stuart Wilson	14257 Road 20	Lodgepole	NE	308-270-3600

Chase Orsborn	P.O. Box 348	Stromsburg	NE	402-826-5051
Farnsworth, Elliot O.	122 Lowell Rd. Unit # 1	Hudson	NH	603-718-2468
Flaherty, Brian	107 Highway 71	Spring Lake Heights	NH	732-751-8520
Glenn Rosenbower	53 Lincoln Place	East Rutherford	NJ	201-723-4204
Daniel S. Quinlan	13 Covington Ct	Fieldsboro	NJ	908-359-5465
Flaherty, Brian	107 Highway 71	Spring Lake Heights	NJ	732-751-8520
Terry Todd	PO BOX 322	Alamogordo	NM	575-434-0395
Joseph Samadi	6912 Acoma Rd. SE	Albuquerque	NM	505-292-7459
Bob McCown	7312 Dusty Cloud St.	Las Vegas	NV	702-710-5858
Mark A. Landin	6662 Little Owl Place	North Las Vegas	NV	702-265-8686
Richard Bellows	5547 Vista Terrace Lane	Sparks	NV	775-331-5171
Carol Meade	1229 Morrison Avenue	Bronx	NY	347-657-6407
Aamar Shazad	261 Manor Road	Huntington	NY	631-239-1450
Anthony Diffley	1378 Walter Road	Yorktown	NY	914-693-2053
Richard Czaplinski	1119 Broadway Ave.	Bedford	OH	440-232-2436
Jeffrey Brennan	8103 West Mill Street	Cleves	OH	513-847-3962
Patricia Thomas	5410 BROWNFIELD DRIVE	PARMA	OH	440-888-8925
Ahmed Machach	586 Old Tecumseh Road	Belle River	ON	519-562-8196
Lolita Persaud & Yadram Persaud	14 Scotchmere Crescent	Brampton	ON	418-829-3548
Marco Claveau	377 Aberdeen Ave	Woodbridge	ON	647-956-7799
John Couch	6039 Foley Lane	Central Point	OR	541-770-4896
Perry Biggs	3577 Butterfly Creek Lane	Eugene	OR	541-393-2294
Warren Wolski	6774 Huntington Cir SE	Salem	OR	503-588-7588
Jerry Glasser	7926 Montgomery Ave.	Elkins Park	PA	718-795-6787
Peter W. Martin	672 Jackson Ave.	Glenside	PA	215-886-1334
Martin, Peter	672 JACKSON AVE	GLENSIDE	PA	215-886-1100

Stuart Powers III	455 Barts Church Road	Hanover	PA	301-712-7128
Pat L. Grube	1512 Rishell Rd.	Rossiter	PA	724-286-3044
Henzler, Jeffrey R. & Sandra E	1236 Big Sewickley Creek Rd.	Sewickley	PA	412-746-7656
Michael J. McHugh	8 Brookview Lane	Shrewsbury	PA	717-235-6493
Musser, Patrick S	15 MAZZOTTA RD	STEVENS	PA	800-792-0855
Jaswinder Kumar	606 6th Street East	Prince Albert	Saskatchewan	306-900-0914
Joby Philip & Nancy Joby	2659 Excalibur Drive	Grand Prarie	Texas	972-430-5155
Jose Bracho	660 Bell Rd.	Antioch	TN	615-219-4141
Aaron Tupis	2455 Van Buren Rd	Bolivar	TN	731-212-4522
Tom Watson	1129 South Seminole Dr.	East Ridge	TN	423-698-1139
Rollen A. Ross	507 Red Oak Lane	Kingsport	TN	423-406-1500
Randy Clanton	300 NE 2nd	Big Spring	TX	432-263-8997
Charlie Droddy	1117 Industrial Blvd	Brenham	TX	979-277-9333
Brian Ramsey	17261 CR 1100	Flint	TX	903-534-9900
Dary VanWoerkom	1309 Pineywoods Drive	Friendswood	TX	832-727-2029
Ranelle Krejci	PO BOX 1311	Richmond	TX	281-342-4165
Oluwayomi Ibagbeola or Akinwale Akinbola	9410 McDowell Drive	Richmond	TX	832-234-9141
Bill Jowers	1215 June Lane	SAN ANGELO	TX	325-658-1887
Jason Gunn	1307 Slumber Pass	San Antonio	TX	210-426-2123
James H. Taylor	5025 Timberhill #105	San Antonio	TX	210-520-0210
Helena Marta Zakelj	510 Chesapeake Lane	Southlake	TX	817-402-1809
Bobby Drake	921 E 200 N	Roosevelt	UT	435-722-9203
Tim & Ben Whalen	203 E. 700 N.	Tremonton	UT	208-273-9095
Mica Stramel	PO BOX 223014	Chantilly	VA	703-378-2222
Graham Bernstein	PO BOX 153	Crozet	VA	434-823-2273
Kablalah M. Mohamud	6312 Seven Corner Ctr. #224	Falls Church	VA	703-953-6645

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Humberto Vargas	7523 MOORE HOUSE CT	MANASSAS	VA	703-451-9086
Nathan Bohac	233 Telford Drive	Newsport News	VA	757-828-0827
Reynolds, Keith	2636 WEST MAIN ST	SALEM	VA	540-375-6625
Nancy Semple	3132 Carolina Road	Suffolk	VA	757-934-1000
Rick Shield	900 Wexler Court	Virginia Beach	VA	757-289-6167
Rick Page	2984 S. Lynnhaven Rd. STE #107	Virginia Beach	VA	757-498-3439
Kirkman, Michael	19218 Filbert Road	Bothell	WA	206-932-6656
Sandberg, Joanne	PO Box 1327	Milton	WA	360-352-1155
James Kilty	607 Cherrywood Drive SW	Olympia	WA	360-339-7577
Todd Taylor	151608 W. North River Road	Prosser	WA	509-643-3422
Mike Propst	6350 6th Ave S.	Seattle	WA	206-789-1133
Isaac Gates	2403 NW Alan Ave E	Wenatchee	WA	509-664-6800
Thomas G. Pennings	2205 Kavanaugh Road	Kaukauna	WI	920-766-2992
Paris Cannaday	4663 N. 70th Ave	Milwaukee	WI	414-350-7872
Dean Sylvester	S34W29942 Little John Dr. Unit 2	Waukesha	WI	262-250-0900
Harold L. Landers	2800 Virginia Ave.	Hurricane	WV	304-562-0535
Brian E. Drake	312 Rosemar Road	PARKERSBURG	WV	304-428-5917
Allen Cox	P.O. Box 774	Afton	WY	307-887-2536
Brian Scherbarth	301 Thelma Drive	Casper	WY	307-577-1676

Franchises that have left the system following a transfer of their business

Franchises that have ceased operating				
Perry Armstrong	855 Bryant Avenue	Walla Walla	WA	509-876-4888
King, Larry	PO BOX 10037	BURBANK	CA	818-905-9292
Joseph Allemand	654 Cliffwood	Brea	CA	714-671-7800
David Norling	206 N Evelyn	Anaheim	CA	800-452-4363
Daniel E. Almaguer	5098 Foothills Blvd.	Roseville	CA	916-786-8788

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Marco Sanchez	1196 N Gamble St.	Escondido	CA	760-940-8339
Anthony and Shelley Trevino	938 Adams Street	Benicia	CA	866-924-3637
Justin Ewoldt	1529 Elmar Way	San Jose	CA	408-418-2242
Tracy Carson	1780 Whipple Rd.	Union City	CA	510-399-0302
Chad Lopez	7240 Frasinetti Rd.	Sacramento	CA	916-399-0769
Frank D. Delgado	35489 Dublin Gulch Rd.	St. Ignatius	MT	406-676-2370
Kevin M. Peterson	PO Box 68020	Tucson	AZ	520-297-3999
Alberto Modiano	550 N. Central Express Way #461	McKinney	TX	469-202-4420
Helena Marta Zakelj	510 Chesapeake Lane	Southlake	TX	817-402-1809
Casey M. Barba	PO Box 92105	Austin	TX	512-892-1116
Djuanyel Lewis	5801 Washington Avenue	Racine	WI	262-233-4140
Jerry Hotseller	7723 W. 21st Street	Indianapolis	IN	317-271-4566
Daniel J. Ganshorn	1623 Ladbrooke Lane	South Bend	IN	574-936-5131
Robert S. Jonas	422 W. Glengary Circle	Highland Heights	OH	440-467-3693
Hank Winchester and Cheryl Ecton	1800 Naamans Rd	Wilmington	DE	800-436-4077
Morris, Vance	219 Broadway	Centerville	MD	410-546-2566
Jacob Crossett	383 Addie Way	Lynchburg	VA	434-277-2217
Timothy Edwards	219A Beaver Creek School Rd	West Jefferson	NC	336-559-4223
Brian Neale	8523 Timbercrest Circle	Charlotte	NC	704-207-7633
James Baker	115 Aragon Rd	Taylorsville	GA	678-658-3337
Nancy Girard	3500-E NW 97TH BLVD	GAINESVILLE	FL	352-331-2436

*Some franchisees terminated, transferred or ceased operating more than one license.

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EXHIBIT G
FINANCIAL STATEMENTS

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HRI Holdings, Inc.

Consolidated Financial Report

December 31, 2021

HRI Holdings, Inc.

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Independent Auditor's Report

To the Board of Directors
HRI Holdings, Inc.

Opinion

We have audited the consolidated financial statements of HRI Holdings, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2021, 2020, and 2019 and the related consolidated statements of operations, stockholders' equity, and cash flows for the years ended December 31, 2021 and 2020 and for the period from July 10, 2019 to December 31, 2019, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, 2020, and 2019 and the results of its operations and its cash flows for the years ended December 31, 2021 and 2020 and for the period from July 10, 2019 to December 31, 2019 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 Audits of the Consolidated Financial Statements* section of our report. We are required to be independent of the Company and to meet our 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 Consolidated Financial Statements

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

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

Auditor's Responsibilities for the Audits of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an 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 audits 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 consolidated financial statements.

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To the Board of Directors
HRI Holdings, Inc.

In performing audits in accordance with GAAS, we:

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

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

Plante & Moran, PLLC

March 2, 2022

HRI Holdings, Inc.

Consolidated Balance Sheet

December 31, 2021, 2020, and 2019

(000s omitted)

	2021	2020	2019
Assets			
Current Assets			
Cash	$ 3,839	$ 2,016	$ 3,267
Accounts receivable - Net	6,331	7,896	7,900
Inventory (Note 4)	2,871	2,652	2,400
Notes receivable - Current portion (Note 5)	3,567	4,408	5,722
Prepaid expenses and other current assets	691	575	690
Total current assets	17,299	17,547	19,979
Right-of-use Assets	2,392	2,899	4,099
Property and Equipment - Net (Note 6)	1,610	1,668	1,928
Goodwill (Note 7)	57,322	57,322	57,322
Intangible Assets - Net (Note 7)	42,516	47,811	53,151
Other Assets			
Notes receivable - Net of current portion and allowance (Note 5)	4,580	6,425	6,072
Amounts due from related parties (Note 12)	16,717	6,815	536
Deferred commissions	1,063	602	295
Other noncurrent assets	459	409	168
Total assets	**$ 143,958**	**$ 141,498**	**$ 143,550**
Liabilities and Stockholders' Equity			
Current Liabilities			
Accounts payable	$ 1,046	$ 1,259	$ 1,875
Operating lease obligation - Current portion (Note 8)	1,078	1,039	1,189
Deferred revenue - Current portion	2,532	3,161	1,897
Accrued and other current liabilities:			
Accrued compensation	1,661	1,470	1,219
Other accrued liabilities	1,807	912	2,149
Total current liabilities	8,124	7,841	8,329
Operating Lease Obligation - Net of current portion (Note 8)	1,549	1,996	3,621
Other Long-term Liabilities			
Deferred revenue - Net of current portion	6,664	7,286	11,148
Deferred tax liabilities (Note 9)	5,596	4,801	3,742
Other accrued liabilities	-	490	-
Total liabilities	21,933	22,414	26,840
Stockholders' Equity	122,025	119,084	116,710
Total liabilities and stockholders' equity	**$ 143,958**	**$ 141,498**	**$ 143,550**

See notes to consolidated financial statements.

HRI Holdings, Inc.

Consolidated Statement of Operations

(000s omitted)

	Year Ended December 31, 2021	Year Ended December 31, 2020	Period from July 10, 2019 to December 31, 2019
Net Revenue	$ 36,232	$ 38,160	$ 22,298
Cost of Revenue	10,700	13,055	7,501
Gross Profit	25,532	25,105	14,797
Operating Expenses	23,079	23,952	13,379
Operating Income	2,453	1,153	1,418
Nonoperating Income (Expense)			
Interest income	1,465	2,247	1,310
Loss on disposal of property and equipment	(27)	(150)	-
Other income	269	235	113
Total nonoperating income	1,707	2,332	1,423
Income - Before income taxes	4,160	3,485	2,841
Income Tax Expense	1,219	1,111	374
Consolidated Net Income	**$ 2,941**	**$ 2,374**	**$ 2,467**

HRI Holdings, Inc.

Consolidated Statement of Stockholders' Equity

(000s omitted)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Total
Balance - July 10, 2019	$ -	$ -	$ -	$ -
Consolidated net income	-	-	2,467	2,467
Issuance	5	114,238	-	114,243
Balance - December 31, 2019	5	114,238	2,467	116,710
Consolidated net income	-	-	2,374	2,374
Balance - December 31, 2020	5	114,238	4,841	119,084
Consolidated net income	-	-	2,941	2,941
Balance - December 31, 2021	**$ 5**	**$ 114,238**	**$ 7,782**	**$ 122,025**

See notes to consolidated financial statements.

HRI Holdings, Inc.

Consolidated Statement of Cash Flows

(000s omitted)

	Year Ended December 31, 2021	Year Ended December 31, 2020	Period from July 10, 2019 to December 31, 2019
Cash Flows from Operating Activities			
Net income	$ 2,941	$ 2,374	$ 2,467
Adjustments to reconcile net income to net cash from operating activities:			
Depreciation	443	507	258
Amortization of intangible assets	5,446	5,430	2,705
Bad debt expense	2,990	2,461	1,710
Loss on disposal of property and equipment	27	150	-
Deferred income taxes	795	1,059	157
Changes in operating assets and liabilities that (used) provided cash:			
Accounts receivable	(1,288)	(1,705)	(3,266)
Inventory	(218)	(253)	1,196
Notes receivable	2,550	206	(804)
Prepaid expenses and other assets	(167)	(124)	900
Deferred commissions	(461)	(307)	(295)
Related party	(9,756)	(6,250)	591
Accounts payable	(212)	(617)	28
Accrued and other liabilities	595	(494)	(877)
Deferred revenue	(1,250)	(2,598)	(1,048)
Change in right of use	100	(575)	(1)
Net cash provided by (used in) operating activities	2,535	(736)	3,721
Cash Flows from Investing Activities			
Purchase of property and equipment	(585)	(425)	(298)
Payments made for patents and trade names	(151)	(90)	(156)
Proceeds from sale of property and equipment	24	-	-
Net cash used in investing activities	(712)	(515)	(454)
Net Increase (Decrease) in Cash	1,823	(1,251)	3,267
Cash - Beginning of period	2,016	3,267	-
Cash - End of period	**$ 3,839**	**$ 2,016**	**$ 3,267**
Supplemental Cash Flow Information - Cash paid for taxes	$ 69	$ 152	$ 211
Significant Noncash Transactions			
Noncash equity contribution related to the acquisition	$ -	$ -	$ 113,115
Transfer of property and equipment to related parties	(147)	-	-

Note 1 - Nature of Business

HRI Holdings, Inc., with its wholly owned subsidiaries, Harris Research, Inc. (Harris); NHance, Inc. (N-Hance); Delta Disaster Services, LLC d/b/a Delta Restoration Services (DRS); Delta Development Group, LLC (DDG); and Delta Asset Management, LLC (DAM) (together with DRS and DDG, Delta) (collectively, the "Company"), is a wholly owned subsidiary of Belfor USA Group, Inc.

On December 31, 2019, all the outstanding shares of NHance, Inc. were contributed to HRI Holdings, Inc. The transaction qualified as a pooling-of-interests transaction in accordance with accounting principles generally accepted in the United States of America due to common control.

As a result, the consolidated financial statements presented include the activity of NHance, Inc. All of the assets and liabilities have been accounted for at their carryover basis.

A summary of the Company's operations, which are headquartered in Nashville, Tennessee, is as follows:

- Harris - Markets and services Chem-Dry carpet and upholstery cleaning franchises and provides training, equipment, solutions, and products to its franchisees throughout the United States of America and Canada
- Delta - Services and trains Delta Restoration Services franchises in the United States of America, which offer commercial and residential property mitigation, remediation, reconstruction, and consulting services, and owns one Delta Restoration Services operation in Colorado
- Devere International, Inc. (Devere), a wholly owned subsidiary of Harris - Sells area franchise rights for specific geographic locations throughout the world (excluding the United States of America) and provides training, equipment, and cleaning supplies to the respective area franchisees
- Chem-Dry Corporate Services (CDCS), a division of Harris - Secures commercial and insurance work for franchisees in the United States and Canada
- N-Hance - Markets and services N-Hance wood cleaning, coating, protection, and renewal franchises, including providing training, equipment, and solutions and products to franchise owners in the United States and Canada

As of December 31, 2021, 2020, and 2019, the Company had the following active franchises throughout the world:

	2021	2020	2019
Chem-Dry carpet upholstery cleaning franchises	1,692	1,770	1,925
Chem-Dry Canada franchises	60	61	75
Devere area franchise rights	47	50	53
N-Hance wood renewal franchises	383	428	505
Delta restoration franchises	3	11	39

Note 2 - Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements reflect the consolidated financial position, operations, stockholders' equity, and cash flows of HRI Holdings, Inc. and its subsidiaries. All material intercompany accounts and transactions have been eliminated in consolidation.

Note 2 - Significant Accounting Policies (Continued)

Revenue and Cost Recognition

Revenue is recognized when control of the promised goods or services is transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. Sales-based taxes are excluded from revenue. Goods and services may be transferred to customers either at a point in time or over time, as discussed below. Of the $36,232, $38,160, and $22,298 of revenue recognized from contracts with customers for the years ended December 31, 2021 and 2020 and period ended December 31, 2019, revenue recognized over time amounted to $14,667, $18,031, and $11,482, respectively, while the remainder was recognized at a point in time.

Nature of Promises to Transfer

The Company's revenue streams are described below:

- **Franchise Rights, Royalties, Monthly Franchise Fees, and Other Support Fees** - The Company sells individual franchises that grant the right to service customers within a defined territory using the franchise name. The initial term of franchise agreements is typically 5 to 10 years, with an option to renew for a fee or transfer the franchise agreement to a new or existing franchisee, at which point a transfer fee is typically paid. Additionally, the Company sells master franchises rights in foreign countries with an initial term of typically 10 years, with an option to renew for a fee or transfer the right. The Company has performance obligations to provide franchisees with the franchise rights to service customers, as well as provide customized software for which a technology fee is charged. The Company has concluded that these items represent a single performance obligation. Therefore, initial franchise fees for each agreement and technology fees are allocated to each individual franchise and recognized over the term of the respective franchise agreement from the date the agreement is entered. Renewal fees are recognized over the renewal term for the respective franchise from the start of the renewal period. Transfer fees are recognized at the time the transfer occurs. Royalty income and monthly franchise fee income is recognized over the term of the respective franchise agreement as the underlying sales occur. The Company also provides other services for a fee, as outlined in the franchise agreement. The Company has concluded these represent separate single performance obligations. Therefore, revenue is recognized when the support services are performed.
- **Merchandise Revenue** - The Company recognizes revenue from the sale of products, net of sales taxes, when the customer takes ownership of the products sold and assumes the risk of loss. The customer takes ownership and assumes risk of loss at the point of shipping for products other than equipment. Equipment is typically shipped "FOB Destination," and, as such, ownership and risk of loss remain with the Company until the equipment is delivered.

Note 2 - Significant Accounting Policies (Continued)

- **Corporate Services** - This includes services in connection with securing residential, commercial, and insurance work for franchisees through Chem-Dry Corporate Services through national account relationships in the United States and Canada. Revenue is recognized at the point in time the franchisee completes the work. The Company is the agent in this relationship and recognizes revenue on a net basis.

- **Mitigation and Construction Contracts** - This includes mitigation and construction projects with both residential customers and insurance companies. Generally, the Company will have one performance obligation per contract. These services are transferred over time using the input method to measure progress. The use of the input method results in the recognition of revenue on the basis of the Company's efforts toward the satisfaction of the performance obligation. The most common input method that the Company uses is contract cost to date, including labor and direct costs relative to the total contract cost expected to be expended in satisfying each performance obligation. Contracts are billed on a time and materials basis using the practical expedient to recognize revenue, as the Company has the right to invoice those amounts. Project change orders are economic factors that affect the nature, amount, timing, and uncertainty of the Company's revenue and cash flows. Change orders often arise when unexpected costs to the existing contract are incurred or the customer wants to extend the scope of the project. These rarely create a separate project performance obligation and are accounted for as a modification to the contract price using the cumulative catch-up adjustment method.

In most cases, control of the Company’s contracts transfers to customers when performed by the Company. Some services are provided by subcontractors. Except for CDCS, the Company does not act as an agent (i.e., the Company does not provide a service of arranging for another party to transfer goods or services to the customer).

Significant Payment Terms

Each contract dictates the timing of billing and payments. Initial franchise, renewal, and transfer fees are due and typically paid when a franchise agreement is entered into and are nonrefundable. Royalties, technology fees, and other support fees are paid on a monthly basis based upon amounts defined within the franchise agreement. Franchise fees are collected prior to the satisfaction of the Company's performance obligation, resulting in the Company recognizing deferred revenue contract liabilities. Refer to the *Notes Receivable* section for information about financing provided to franchisees. Amounts that are expected to be recognized as revenue within one year are classified as current deferred revenue in the consolidated balance sheet.

For merchandise revenue and mitigation and construction contracts, billings typically occur monthly; however, there are contracts that may dictate milestone-based billing. For corporate services revenue, billing is handled by either the national account or the Company (CDCS) and occurs when the services have been performed. Payment for goods and services performed by the Company is typically due within 30 days after an invoice is sent to the customer. Progress invoices for services performed over a month or more are typically sent to customers on the last business day of each calendar month. Invoices for services performed over a shorter range of time are typically sent to customers upon completion of the service. In instances where the Company is a subcontractor on the contract, the Company is typically paid when the contractor receives its payment. The Company does not offer discounts if the customer pays some or all of an invoiced amount prior to the due date.

Note 2 - Significant Accounting Policies (Continued)

Determining and Allocating the Transaction Price

The transaction price of a contract is the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to a customer. Transaction prices do not include amounts collected on behalf of third parties (e.g., sales taxes). For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in underlying contracts and that the agreements will not be canceled, renewed, or modified.

Most of the Company's contracts with customers have fixed transaction prices that are denominated in U.S. dollars and payable in cash; however, certain contracts are priced at the Company's cost plus an agreed-upon margin. The Company's franchise agreements with franchisees have transaction prices that contain fixed and/or variable components. Variable consideration includes royalty revenue, as the transaction price is based on the franchisee's sales. The variable consideration is recognized based on the actual amounts incurred each month.

At the end of each month, the Company updates the estimated transaction prices of contracts having unsatisfied performance obligations. At those times, revenue and related account balances are adjusted to reflect any changes in transaction prices.

Costs to Obtain a Franchise Agreement

The Company typically incurs commission expenses to obtain franchise agreements with franchisees. The commissions are related to franchise fee revenue, which is recognized over time. As a result, the commissions are capitalized as deferred commissions and are expensed over the term of the respective franchise agreement. For the years ended December 31, 2021 and 2020 and period ended December 31, 2019, the amounts expensed related to costs to obtain a franchise agreement were approximately $146, $114, and $60, respectively.

Accounts Receivable

Accounts receivable are stated at net invoice amounts. An allowance for doubtful accounts is established based on a specific assessment of all invoices that remain unpaid following normal customer payment periods. In addition, a general valuation allowance is established for other accounts receivable based on historical loss experience. All amounts deemed to be uncollectible are charged against the allowance for doubtful accounts in the period that determination is made. The allowance for doubtful accounts on accounts receivable balances was $1,875, $1,995, and $1,490 as of December 31, 2021, 2020, and 2019, respectively.

Notes Receivable

Notes receivable are issued upon the sale of a franchise or area franchise rights, in conjunction with the sale of equipment, or, in some cases, to refinance a franchise's overall obligations. Notes receivable are reported at original issue amount plus accrued interest, less principal repaid. Interest is recognized according to terms of the specific notes. An allowance for loan losses is determined based on a specific assessment of all notes that are delinquent or determined to be doubtful to be collected. Notes are considered delinquent if the repayment terms are not met. All amounts deemed to be uncollectible are charged against the allowance for loan losses in the period that determination is made.

Note 2 - Significant Accounting Policies (Continued)

Fair Value of Financial Instruments

Financial instruments consist of accounts receivable, notes receivable, accounts payable, and debt. The carrying amount of accounts receivable, accounts payable, and debt approximates fair value due to either the short maturity or the existence of variable interest rates that approximate prevailing market rates. The fair value of notes receivable is determined as the present value of future contractual cash flows discounted at an interest rate that reflects the risks inherent in those cash flows. The discount rates range from 4 percent to 18 percent and approximate rates currently observed in publicly traded debt markets for debt of similar terms to individuals with comparable credit risk. As of December 31, 2021, 2020, and 2019, the carrying value of notes receivable approximates fair value.

Inventory

Inventory is stated at the lower of cost or net realizable value, with cost determined on the first-in, first-out (FIFO) method.

Property and Equipment

Property and equipment are recorded at cost. The straight-line method is used for computing depreciation. Assets are depreciated over their estimated useful lives. The cost of leasehold improvements is depreciated over the lesser of the length of the related leases or the estimated useful lives of the assets. Costs of maintenance and repairs are charged to expense when incurred.

Goodwill

The recorded amounts of goodwill from prior business combinations are based on management's best estimates of the fair values of assets acquired and liabilities assumed at the date of acquisition. Goodwill is not amortized, but rather is assessed at least on an annual basis for impairment.

No impairment charge was recognized during the years ended December 31, 2021 and 2020 and period ended December 31, 2019. It is reasonably possible that management's estimates of the carrying amount of goodwill will change in the near term.

Intangible Assets

Intangible assets subject to amortization are stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets. Intangible assets that are subject to amortization are reviewed for potential impairment whenever events or circumstances indicate that carrying amounts may not be recoverable.

Other Accrued Liabilities

Other accrued liabilities are composed of convention accruals, invoice accruals, credit card payables, and other miscellaneous accrued liabilities.

Advertising Expense

Advertising expense is charged to income during the year in which it is incurred. Advertising expense for the years ended December 31, 2021 and 2020 and period ended December 31, 2019 was $2,018, $1,869, and $944, respectively.

Income Taxes

The Company joins in filing a consolidated federal income tax return with its parent. Current and deferred tax obligations or benefits are allocated to members of the consolidated group as if each were a separate taxpayer.

Note 2 - Significant Accounting Policies (Continued)

A current tax liability or asset is recognized for the estimated taxes payable or refundable on tax returns for the year. Deferred tax liabilities or assets are recognized for the estimated future tax effects of temporary differences between financial reporting and tax accounting. A valuation allowance is recognized if, based on the weight of the available evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized. No valuation allowance was recorded at December 31, 2021, 2020, or 2019.

The Company classifies interest and penalties associated with tax liabilities as income taxes in the accompanying financial statements.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Upcoming Accounting Pronouncement

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The ASU includes changes to the accounting and measurement of financial assets, including the Company's accounts receivable and notes receivable, by requiring the Company to recognize an allowance for all expected losses over the life of the financial asset at origination. This is different from the current practice where an allowance is not recognized until the losses are considered probable. The new guidance will be effective for the Company's year ending December 31, 2022. Upon adoption, the ASU will be applied using a modified retrospective transition method to the beginning of the earliest period presented.

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including March 2, 2022, which is the date the financial statements were available to be issued.

Note 3 - Business Combinations

On July 10, 2019, Belfor USA Group, Inc. acquired all the outstanding stock of HRI Holdings, Inc. and NHance, Inc. The primary reason for the acquisition was for continued expansion into the residential services franchise space.

The following table summarizes the fair value of the consideration transferred as part of the acquisition:

Cash	$	114,689
Working capital adjustment		(446)
Fair value of total consideration transferred	$	114,243

Note 3 - Business Combinations (Continued)

The following table summarizes the acquisition date fair values of the assets acquired and liabilities assumed:

Cash	$ 1,128
Accounts receivable	6,334
Notes receivable	11,000
Inventory	3,596
Prepaid expenses and other assets	1,757
Right-of-use assets	4,621
Property, plant, and equipment	1,888
Intangible assets	55,700
Accounts payable	(1,847)
Accrued liabilities	(4,244)
Deferred revenue	(14,093)
Deferred taxes	(3,586)
Right-of-use liability	(5,333)
Total identifiable net assets	56,921
Goodwill	57,322
Total	$ 114,243

The fair value of financial assets includes accounts receivable and loans receivable with a fair value of $6,334 and $11,000, respectively. The fair value of the loans includes a fair value adjustment of $2,047, taking into consideration the present value of future cash flows at an 8 percent discount rate.

Identifiable intangible assets consist of trade names of $8,500 with estimated useful lives ranging from 8 to 12 years, patented technology of $7,600 with an estimated useful life of 7 years, internal software of $1,700 with an estimated useful life of 3 years, and franchise agreements of $37,900 with an estimated useful life of 13 years.

In addition, goodwill of $57,322 was recognized for the excess of the purchase price over the fair value of the net assets acquired. Goodwill relates to synergies and economies of scale expected from combining with the operations of Belfor USA Group, Inc. Goodwill is not expected to be deductible for tax purposes.

Note 4 - Inventory

Inventory consists of equipment, cleaning supplies, chemicals, and mixed cleaning solutions. Inventory, net of reserve, at December 31, 2021, 2020, and 2019 consists of the following:

	2021	2020	2019
Raw materials	$ 1,156	$ 1,029	$ 867
Finished goods	1,715	1,623	1,533
Total	$ 2,871	$ 2,652	$ 2,400

Note 5 - Notes Receivable

Notes receivable at December 31, 2021, 2020, and 2019 are as follows:

	2021	2020	2019
Amounts due from the sale of franchises and area franchise rights and refinanced obligations, due in monthly payments, with imputed interest from 4 to 18 percent, collateralized by the franchise, equipment, and personal guarantees	$ 9,015	$ 11,541	$ 11,737
Amounts due from the sale of equipment to franchisees, due in monthly payments, with imputed interest at 6.5 percent, collateralized by the equipment	32	57	67
Total gross notes receivable	9,047	11,598	11,804
Less current portion	3,567	4,408	5,722
Less allowance for doubtful notes	900	765	10
Long-term portion	$ 4,580	$ 6,425	$ 6,072

Note 6 - Property and Equipment

Property and equipment at December 31, 2021, 2020, and 2019 are summarized as follows:

	2021	2020	2019	Depreciable Life - Years
Machinery and equipment	$ 548	$ 566	$ 526	2-10
Vehicles	100	244	318	5
Furniture and fixtures	114	160	184	3-5
Office and computer equipment	1,048	693	478	3-5
Leasehold improvements	412	357	341	1-7
Construction in progress	260	388	339	-
Total cost	2,482	2,408	2,186	
Accumulated depreciation	872	740	258	
Net property and equipment	$ 1,610	$ 1,668	$ 1,928	

Depreciation expense for the years ended December 31, 2021 and 2020 and period ended December 31, 2019 was $443, $507, and $258, respectively.

Note 7 - Intangible Assets and Goodwill

Intangible assets and goodwill of the Company at December 31, 2021, 2020, and 2019 are summarized as follows:

	2021		2020		2019	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Amortized intangible assets:						
Franchise agreements	$ 37,900	$ 7,288	$ 37,900	$ 4,373	$ 37,900	$ 1,458
Trade names	8,500	2,104	8,500	1,263	8,500	421
Patented technology	7,600	2,714	7,600	1,628	7,600	543
Internal software	1,800	1,443	1,744	850	1,700	283
Patents and trademarks	297	32	202	21	156	-
Total amortized intangible assets	$ 56,097	$ 13,581	$ 55,946	$ 8,135	$ 55,856	$ 2,705
Goodwill	$ 57,322	$ -	$ 57,322	$ -	$ 57,322	$ -

Amortization expense for intangible assets totaled $5,446, $5,430, and $2,705 for the years ended December 31, 2021 and 2020 and period ended December 31, 2019, respectively.

Estimated amortization expense for intangible assets for the years ending December 31 is as follows:

Years Ending	Amount
2022	$ 5,169
2023	4,886
2024	4,877
2025	4,871
2026	4,326
Thereafter	18,387
Total	$ 42,516

Note 8 - Leases

The Company is obligated under operating leases primarily for facilities expiring at various dates through December 2023 taking into consideration lease renewal options and termination provisions. The right-of-use asset and related lease liability have been calculated using discount rates ranging from 3.25 to 5.0 percent. The leases require the Company to pay taxes, insurance, utilities, and maintenance costs. Total rent expense under these leases was approximately $1,176, $1,381, and $687 for the years ended December 31, 2021 and 2020 and for the period ended December 31, 2019, respectively.

Note 8 - Leases (Continued)

Future minimum annual commitments under these operating leases are as follows:

Years Ending December 31	Amount
2022	$ 1,168
2023	1,163
2024	179
2025	169
2026	93
Total	2,772
Less amount representing interest	145
Present value of net minimum lease payments	2,627
Less current obligations	1,078
Long-term obligations under capital leases	$ 1,549

The Company subleases certain facilities. Sublease rentals to be received in the future under the noncancelable sublease total $317. Rental income under the sublease was $269, $235, and $113 for the years ended December 31, 2021 and 2020 and for the period ended December 31, 2019, respectively.

Note 9 - Income Taxes

The components of the income tax provision included in the consolidated statement of operations are all attributable to continuing operations and are detailed as follows:

	2021	2020	2019
Current income tax expense	$ 424	$ 52	$ 217
Deferred income tax expense	795	1,059	157
Total income tax expense	$ 1,219	$ 1,111	$ 374

A reconciliation of the provision for income taxes to income taxes computed by applying the statutory United States federal rate to income before taxes is as follows:

	2021	2020	2019
Income tax expense, computed at 21 percent of pretax income	$ 873	$ 737	$ 597
Effect of nondeductible expenses	-	5	7
State income tax expense	257	207	128
Other	89	162	-
Change in valuation allowance	-	-	(358)
Total provision for income taxes	$ 1,219	$ 1,111	$ 374

Note 9 - Income Taxes (Continued)

The details of the net deferred tax liability are as follows:

	2021	2020	2019
Deferred tax assets:			
Allowance for doubtful accounts	$ 1,312	$ 2,370	$ 3,465
Deferred revenue	2,365	2,641	3,318
Notes receivable	260	365	469
Interest limitation carryforward	590	1,155	1,613
Accrued liabilities	291	221	209
Lease liability	668	763	181
Other	159	330	141
Gross deferred tax assets	5,645	7,845	9,396
Deferred tax liabilities:			
Intangibles	(10,160)	(11,485)	(12,663)
Property and equipment	(308)	(280)	(326)
Prepaid expenses	(165)	(144)	(149)
Right-of-use asset	(608)	(737)	-
Gross deferred tax liabilities	(11,241)	(12,646)	(13,138)
Net deferred tax liability	$ (5,596)	$ (4,801)	$ (3,742)

Note 10 - Common Stock

Common stock consists of 5,000 authorized shares of $1 par value stock. As of December 31, 2021, 2020, and 2019, there were 5,000 shares issued and outstanding.

Note 11 - Contingencies

The Company is party to an agreement with an unrelated financial institution where the Company guarantees a portion of the losses resulting from equipment-related financing arrangements made between the financial institution and certain of the Company's franchisees. In the event of a default by a franchisee, the Company guarantees the financial institution's losses, including proceeds received from the sale of collateralized equipment as follows: 30 percent on equipment and between 30 percent and 100 percent on nonequipment. As of December 31, 2021, 2020, and 2019, the financial institution provided cumulative aggregate financing arrangements for certain of the Company's franchisees totaling approximately $8,140, $8,159, and $7,924, with open financed amounts totaling approximately $2,772, $4,335, and $5,838, respectively. Payments made under this guarantee during the years ended December 31, 2021 and 2020 and period ended December 31, 2019 were approximately $18, $122, and $54, respectively, and the Company has recorded the estimated present value of this contingent liability as of December 31, 2021, 2020, 2019 of approximately $230, $174, and $176, respectively, which is included in accrued liabilities in the accompanying consolidated balance sheet.

Note 12 - Related Party Transactions

The following is a description of transactions between the Company and related parties:

Amounts Due from Related Parties

At December 31, 2021, 2020, and 2019, the Company had accounts receivable from Belfor USA Group, Inc. totaling $16,717, $6,815, and $536, respectively, which relates to amounts advanced for working capital purposes and amounts due for expenses incurred by the Company on behalf of related parties.

Note 12 - Related Party Transactions (Continued)

Amounts Due to Related Parties

At December 31, 2020, the Company had insignificant accounts payable to related parties, which are included in other accrued liabilities. At December 31, 2021 and 2019, the Company had no amounts due to related parties.

Guarantee

The Company has guaranteed balances outstanding on the term loan and line of credit issued to Belfor Holdings, Inc. and other entities related through common ownership. In the event of a default by the affiliates, the Company could be obligated to repay the full amount outstanding on these loans. As of December 31, 2021, the affiliates' outstanding borrowings under the loans and the maximum potential future obligation under this guarantee totaled approximately $797,317 and $997,317, respectively. The term loan is payable through April 2027, and the line of credit expires in April 2026. In the event the Company is required to make payments under this guarantee, the Company could seek to recover those amounts from the affiliate; however, the Company does not hold specific recourse or collateral rights in connection with the guarantee.

Note 13 - Retirement Plans

The Company sponsors a 401(k) plan for substantially all employees. The plan provides for the Company to make a required matching contribution. The Company may also make additional discretionary contributions to the plan. Contributions to the plan totaled $251, $128, and $102 for the years ended December 31, 2021 and 2020 and for the period ended December 31, 2019, respectively.

HRI Holdings, Inc.

Consolidated Financial Report

December 31, 2020

HRI Holdings, Inc.

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Independent Auditor's Report

To the Board of Directors
HRI Holdings, Inc.

We have audited the accompanying consolidated financial statements of HRI Holdings, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2020 and 2019 and the related consolidated statements of operations, stockholders' equity, and cash flows for the year ended December 31, 2020 and for the period from July 10, 2019 to December 31, 2019, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of HRI Holdings, Inc. and its subsidiaries as of December 31, 2020 and 2019 and the results of their operations and their cash flows for the year ended December 31, 2020 and for the period from July 10, 2019 to December 31, 2019 in accordance with accounting principles generally accepted in the United States of America.

Plante & Moran, PLLC

February 25, 2021

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HRI Holdings, Inc.

Consolidated Balance Sheet

December 31, 2020 and 2019

(000s omitted)

	2020	2019
Assets		
Current Assets		
Cash	$ 2,016	$ 3,267
Accounts receivable - Net	7,896	7,900
Inventory (Note 4)	2,652	2,400
Notes receivable - Current portion (Note 5)	4,408	5,722
Prepaid expenses and other current assets	575	690
Total current assets	17,547	19,979
Right-of-use Assets	2,899	4,099
Property and Equipment - Net (Note 6)	1,668	1,928
Goodwill (Note 7)	57,322	57,322
Intangible Assets - Net (Note 7)	47,811	53,151
Other Assets		
Notes receivable - Net of current portion and allowance (Note 5)	6,425	6,072
Amounts due from related parties (Note 12)	6,815	536
Deferred commissions	602	295
Other noncurrent assets	409	168
Total assets	**$ 141,498**	**$ 143,550**
Liabilities and Stockholders' Equity		
Current Liabilities		
Accounts payable	$ 1,259	$ 1,875
Operating lease obligation - Current portion (Note 8)	1,039	1,189
Deferred revenue - Current portion	3,161	1,897
Accrued and other current liabilities:		
Accrued compensation	1,470	1,219
Other accrued liabilities	912	2,149
Total current liabilities	7,841	8,329
Operating Lease Obligation - Net of current portion (Note 8)	1,996	3,621
Other Long-term Liabilities		
Deferred revenue - Net of current portion	7,286	11,148
Deferred tax liabilities (Note 9)	4,801	3,742
Other accrued liabilities	490	-
Total liabilities	22,414	26,840
Stockholders' Equity	119,084	116,710
Total liabilities and stockholders' equity	**$ 141,498**	**$ 143,550**

See notes to consolidated financial statements.

HRI Holdings, Inc.

Consolidated Statement of Operations

(000s omitted)

	Year Ended December 31, 2020	Period from July 10, 2019 to December 31, 2019
Net Revenue	$ 38,160	$ 22,298
Cost of Revenue	13,055	7,501
Gross Profit	25,105	14,797
Operating Expenses	23,952	13,379
Operating Income	1,153	1,418
Nonoperating Income (Expense)		
Interest income	2,247	1,310
Loss on disposal of property and equipment	(150)	-
Other income	235	113
Total nonoperating income	2,332	1,423
Income - Before income taxes	3,485	2,841
Income Tax Expense	1,111	374
Consolidated Net Income	**$ 2,374**	**$ 2,467**

See notes to consolidated financial statements.

HRI Holdings, Inc.

Consolidated Statement of Stockholders' Equity

(000s omitted)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Total
Balance - July 10, 2019	$ -	$ -	$ -	$ -
Consolidated net income	-	-	2,467	2,467
Issuance	5	114,238	-	114,243
Balance - December 31, 2019	5	114,238	2,467	116,710
Consolidated net income	-	-	2,374	2,374
Balance - December 31, 2020	**$ 5**	**$ 114,238**	**$ 4,841**	**$ 119,084**

See notes to consolidated financial statements.

HRI Holdings, Inc.

Consolidated Statement of Cash Flows

(000s omitted)

	Year Ended December 31, 2020	Period from July 10, 2019 to December 31, 2019
Cash Flows from Operating Activities		
Net income	$ 2,374	$ 2,467
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation	507	258
Amortization of intangible assets	5,430	2,705
Bad debt expense	2,461	1,710
Loss on disposal of property and equipment	150	-
Deferred income taxes	1,059	157
Changes in operating assets and liabilities that (used) provided cash:		
Accounts receivable	(1,705)	(3,266)
Inventory	(253)	1,196
Notes receivable	206	(804)
Prepaid expenses and other assets	(124)	900
Deferred commissions	(307)	(295)
Related party	(6,250)	591
Accounts payable	(617)	28
Accrued and other liabilities	(494)	(877)
Deferred revenue	(2,598)	(1,048)
Change in right of use	(575)	(1)
Net cash (used in) provided by operating activities	(736)	3,721
Cash Flows from Investing Activities		
Purchase of property and equipment	(425)	(298)
Payments made for patents and trade names	(90)	(156)
Net cash used in investing activities	(515)	(454)
Net (Decrease) Increase in Cash	(1,251)	3,267
Cash - Beginning of period	3,267	-
Cash - End of period	**$ 2,016**	**$ 3,267**
Supplemental Cash Flow Information - Cash paid for taxes	$ 152	$ 211
Significant Noncash Transactions - Noncash equity contribution related to the acquisition	$ -	$ 113,115

See notes to consolidated financial statements.

Note 1 - Nature of Business

HRI Holdings, Inc., with its wholly owned subsidiaries, Harris Research, Inc. (Harris); NHance, Inc. (N-Hance); Delta Disaster Services, LLC d/b/a Delta Restoration Services (DRS); Delta Development Group, LLC (DDG); and Delta Asset Management, LLC (DAM) (together with DRS and DDF, Delta) (collectively, the "Company"), is a wholly owned subsidiary of Belfor USA Group, Inc.

On December 31, 2019, all the outstanding shares of NHance, Inc. were contributed to HRI Holdings, Inc. The transaction qualified as a pooling-of-interests transaction in accordance with accounting principles generally accepted in the United States of America due to common control.

As a result, the consolidated financial statements presented include the activity of NHance, Inc. All of the assets and liabilities have been accounted for at their carryover basis.

A summary of the Company's operations, which are headquartered in Nashville, Tennessee, is as follows:

- Harris - Markets and services Chem-Dry carpet and upholstery cleaning franchises and provides training, equipment, solutions, and products to its franchisees throughout the United States of America and Canada
- Delta - Services and trains Delta Restoration Services franchises in the United States of America, which offer commercial and residential property mitigation, remediation, reconstruction, and consulting services, and owns one Delta Restoration Services operation in Colorado
- Devere International, Inc. (Devere), a wholly owned subsidiary of Harris - Sells area franchise rights for specific geographic locations throughout the world (excluding the United States of America) and provides training, equipment, and cleaning supplies to the respective area franchisees
- Chem-Dry Corporate Services (CDCS and The Home Depot), a division of Harris - Secures commercial and insurance work for franchisees in the United States and Canada
- N-Hance - Markets and services N-Hance wood cleaning, coating, protection, and renewal franchises, including providing training, equipment, and solutions and products to franchise owners in the United States and Canada

As of December 31, 2020 and 2019, the Company had the following active franchises throughout the world:

	2020	2019
Chem-Dry carpet upholstery cleaning franchises	1,770	1,925
Chem-Dry Canada franchises	61	75
Devere area franchise rights	50	53
N-Hance wood renewal franchises	428	505
Delta restoration franchises	11	39

Note 2 - Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements reflect the consolidated financial position, operations, stockholders' equity, and cash flows of HRI Holdings, Inc. and its subsidiaries. All material intercompany accounts and transactions have been eliminated in consolidation.

Note 2 - Significant Accounting Policies (Continued)

Revenue and Cost Recognition

Revenue is recognized when control of the promised goods or services is transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. Sales-based taxes are excluded from revenue. Goods and services may be transferred to customers either at a point in time or over time, as discussed below. Of the $38,160 and $22,298 of revenue recognized from contracts with customers for the year ended December 31, 2020 and period ended December 31, 2019, revenue recognized over time amounted to $18,031 and $11,482, respectively, while the remainder was recognized at a point in time.

Nature of Promises to Transfer

The Company's revenue streams are described below:

- **Franchise Rights, Royalties, Monthly Franchise Fees, and Other Support Fees** - The Company sells individual franchises that grant the right to service customers within a defined territory using the franchise name. The initial term of franchise agreements is typically 5 to 10 years, with an option to renew for a fee or transfer the franchise agreement to a new or existing franchisee, at which point a transfer fee is typically paid. Additionally, the Company sells master franchises rights in foreign countries with an initial term of typically 10 years, with an option to renew for a fee or transfer the right. The Company has performance obligations to provide franchisees with the franchise rights to service customers, as well as provide customized software for which a technology fee is charged. The Company has concluded that these items represent a single performance obligation. Therefore, initial franchise fees for each agreement and technology fees are allocated to each individual franchise and recognized over the term of the respective franchise agreement from the date the agreement is entered. Renewal fees are recognized over the renewal term for the respective franchise from the start of the renewal period. Transfer fees are recognized at the time the transfer occurs. Royalty income and monthly franchise fee income is recognized over the term of the respective franchise agreement as the underlying sales occur. The Company also provides other services for a fee, as outlined in the franchise agreement. The Company has concluded these represent separate single performance obligations. Therefore, revenue is recognized when the support services are performed.

- **Merchandise Revenue** - The Company recognizes revenue from the sale of products, net of sales taxes, when the customer takes ownership of the products sold and assumes the risk of loss. The customer takes ownership and assumes risk of loss at the point of shipping for products other than equipment. Equipment is typically shipped "FOB Destination," and, as such, ownership and risk of loss remain with the Company until the equipment is delivered.

Note 2 - Significant Accounting Policies (Continued)

- **Corporate Services** - This includes services in connection with securing residential, commercial, and insurance work for franchisees through Chem-Dry Corporate Services, through national account relationships in the United States and Canada, and N-Hance, through the The Home Depot (THD). Revenue is recognized at the point in time the franchisee completes the work. The Company is the agent in this relationship and recognizes revenue on a net basis.

- **Mitigation and Construction Contracts** - This includes mitigation and construction projects with both residential customers and insurance companies. Generally, the Company will have one performance obligation per contract. These services are transferred over time using the input method to measure progress. The use of the input method results in the recognition of revenue on the basis of the Company's efforts toward the satisfaction of the performance obligation. The most common input method that the Company uses is contract cost to date, including labor and direct costs relative to the total contract cost expected to be expended in satisfying each performance obligation. Contracts are billed on a time and materials basis using the practical expedient to recognize revenue, as the Company has the right to invoice those amounts. Project change orders are economic factors that affect the nature, amount, timing, and uncertainty of the Company's revenue and cash flows. Change orders often arise when unexpected costs to the existing contract are incurred or the customer wants to extend the scope of the project. These rarely create a separate project performance obligation and are accounted for as a modification to the contract price using the cumulative catch-up adjustment method.

In most cases, control of the Company's contracts transfers to customers when performed by the Company. Some services are provided by subcontractors. Except for CDCS, the Company does not act as an agent (i.e., the Company does not provide a service of arranging for another party to transfer goods or services to the customer).

Significant Payment Terms

Each contract dictates the timing of billing and payments. Initial franchise, renewal, and transfer fees are due and typically paid when a franchise agreement is entered into and are nonrefundable. Royalties, technology fees, and other support fees are paid on a monthly basis based upon amounts defined within the franchise agreement. Franchise fees are collected prior to the satisfaction of the Company's performance obligation, resulting in the Company recognizing deferred revenue contract liabilities. Refer to the *Notes Receivable* section for information about financing provided to franchisees. Amounts that are expected to be recognized as revenue within one year are classified as current deferred revenue in the consolidated balance sheet.

For merchandise revenue and mitigation and construction contracts, billings typically occur monthly; however, there are contracts that may dictate milestone-based billing. For corporate services revenue, billing is handled by either the national account (The Home Depot) or the Company (CDCS) and occurs when the services have been performed. Payment for goods and services performed by the Company is typically due within 30 days after an invoice is sent to the customer. Progress invoices for services performed over a month or more are typically sent to customers on the last business day of each calendar month. Invoices for services performed over a shorter range of time are typically sent to customers upon completion of the service. In instances where the Company is a subcontractor on the contract, the Company is typically paid when the contractor receives its payment. The Company does not offer discounts if the customer pays some or all of an invoiced amount prior to the due date.

Note 2 - Significant Accounting Policies (Continued)

Determining and Allocating the Transaction Price

The transaction price of a contract is the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to a customer. Transaction prices do not include amounts collected on behalf of third parties (e.g., sales taxes). For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in underlying contracts and that the agreements will not be canceled, renewed, or modified.

Most of the Company's contracts with customers have fixed transaction prices that are denominated in U.S. dollars and payable in cash; however, certain contracts are priced at the Company's cost plus an agreed-upon margin. The Company's franchise agreements with franchisees have transaction prices that contain fixed and/or variable components. Variable consideration includes royalty revenue, as the transaction price is based on the franchisee's sales. The variable consideration is recognized based on the actual amounts incurred each month.

At the end of each month, the Company updates the estimated transaction prices of contracts having unsatisfied performance obligations. At those times, revenue and related account balances are adjusted to reflect any changes in transaction prices.

Costs to Obtain a Franchise Agreement

The Company typically incurs commission expenses to obtain franchise agreements with franchisees. The commissions are related to franchise fee revenue, which is recognized over time. As a result, the commissions are capitalized as deferred commissions and are expensed over the term of the respective franchise agreement. For the year ended December 31, 2020 and period ended December 31, 2019, the amounts expensed related to costs to obtain a franchise agreement were approximately $114 and $60, respectively.

Accounts Receivable

Accounts receivable are stated at net invoice amounts. An allowance for doubtful accounts is established based on a specific assessment of all invoices that remain unpaid following normal customer payment periods. In addition, a general valuation allowance is established for other accounts receivable based on historical loss experience. All amounts deemed to be uncollectible are charged against the allowance for doubtful accounts in the period that determination is made. The allowance for doubtful accounts on accounts receivable balances was $1,995 and $1,490 as of December 31, 2020 and 2019, respectively.

Notes Receivable

Notes receivable are issued upon the sale of a franchise or area franchise rights, in conjunction with the sale of equipment, or, in some cases, to refinance a franchise's overall obligations. Notes receivable are reported at original issue amount plus accrued interest, less principal repaid. Interest is recognized according to terms of the specific notes. An allowance for loan losses is determined based on a specific assessment of all notes that are delinquent or determined to be doubtful to be collected. Notes are considered delinquent if the repayment terms are not met. All amounts deemed to be uncollectible are charged against the allowance for loan losses in the period that determination is made.

Note 2 - Significant Accounting Policies (Continued)

Fair Value of Financial Instruments

Financial instruments consist of accounts receivable, notes receivable, accounts payable, and debt. The carrying amount of accounts receivable, accounts payable, and debt approximates fair value due to either the short maturity or the existence of variable interest rates that approximate prevailing market rates. The fair value of notes receivable is determined as the present value of future contractual cash flows discounted at an interest rate that reflects the risks inherent in those cash flows. The discount rates range from 4 percent to 18 percent and approximate rates currently observed in publicly traded debt markets for debt of similar terms to individuals with comparable credit risk. As of December 31, 2020 and 2019, the carrying value of notes receivable approximates fair value.

Inventory

Inventory is stated at the lower of cost or net realizable value, with cost determined on the first-in, first-out (FIFO) method.

Property and Equipment

Property and equipment are recorded at cost. The straight-line method is used for computing depreciation. Assets are depreciated over their estimated useful lives. The cost of leasehold improvements is depreciated over the lesser of the length of the related leases or the estimated useful lives of the assets. Costs of maintenance and repairs are charged to expense when incurred.

Goodwill

The recorded amounts of goodwill from prior business combinations are based on management's best estimates of the fair values of assets acquired and liabilities assumed at the date of acquisition. Goodwill is not amortized, but rather is assessed at least on an annual basis for impairment.

No impairment charge was recognized during the year ended December 31, 2020 and period ended December 31, 2019. It is reasonably possible that management's estimates of the carrying amount of goodwill will change in the near term.

Intangible Assets

Intangible assets subject to amortization are stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets. Intangible assets that are subject to amortization are reviewed for potential impairment whenever events or circumstances indicate that carrying amounts may not be recoverable.

Advertising Expense

Advertising expense is charged to income during the year in which it incurred. Advertising expense for the year ended December 31, 2020 and period ended December 31, 2019 was $1,869 and $944, respectively.

Income Taxes

The Company joins in filing a consolidated federal income tax return with its parent. Current and deferred tax obligations or benefits are allocated to members of the consolidated group as if each were a separate taxpayer.

Note 2 - Significant Accounting Policies (Continued)

A current tax liability or asset is recognized for the estimated taxes payable or refundable on tax returns for the year. Deferred tax liabilities or assets are recognized for the estimated future tax effects of temporary differences between financial reporting and tax accounting. A valuation allowance is recognized if, based on the weight of the available evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized. No valuation allowance was recorded at December 31, 2020 or 2019.

The Company classifies interest and penalties associated with tax liabilities as income taxes in the accompanying financial statements.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Upcoming Accounting Pronouncement

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The ASU includes changes to the accounting and measurement of financial assets, including the Company's accounts receivable and notes receivable, by requiring the Company to recognize an allowance for all expected losses over the life of the financial asset at origination. This is different from the current practice where an allowance is not recognized until the losses are considered probable. The new guidance will be effective for the Company's year ending December 31, 2023. Upon adoption, the ASU will be applied using a modified retrospective transition method to the beginning of the earliest period presented.

Impact of Disease Outbreak

On March 11, 2020, the World Health Organization declared the outbreak of a respiratory disease caused by a new coronavirus a pandemic. First identified in late 2019 and now known as COVID-19, the outbreak has impacted thousands of individuals worldwide. In response, many countries have implemented measures to combat the outbreak that have impacted global business operations. In 2020, the Company recognized the difficulty its franchises were having because of COVID-19 restrictions on their businesses. As a result, the Company waived April and May 2020 monthly franchise fees for its Chem-Dry and N-Hance franchise owners. The Company's financial results for the year ended December 31, 2020 were negatively impacted by this action.

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including February 25, 2021, which is the date the financial statements were available to be issued.

Note 3 - Business Combinations

On July 10, 2019, Belfor USA Group, Inc. acquired all the outstanding stock of HRI Holdings, Inc. and NHance, Inc. The primary reason for the acquisition was for continued expansion into the residential services franchise space.

Note 3 - Business Combinations (Continued)

The following table summarizes the fair value of the consideration transferred as part of the acquisition:

Cash	$	114,689
Working capital adjustment		(446)
Fair value of total consideration transferred	$	114,243

The following table summarizes the acquisition date fair values of the assets acquired and liabilities assumed:

Cash	$	1,128
Accounts receivable		6,334
Notes receivable		11,000
Inventory		3,596
Prepaid expenses and other assets		1,757
Right-of-use assets		4,621
Property, plant, and equipment		1,888
Intangible assets		55,700
Accounts payable		(1,847)
Accrued liabilities		(4,244)
Deferred revenue		(14,093)
Deferred taxes		(3,586)
Right-of-use liability		(5,333)
Total identifiable net assets		56,921
Goodwill		57,322
Total	$	114,243

The fair value of financial assets includes accounts receivable and loans receivable with a fair value of $6,334 and $11,000, respectively. The fair value of the loans includes a fair value adjustment of $2,047, taking into consideration the present value of future cash flows at an 8 percent discount rate.

Identifiable intangible assets consist of trade names of $8,500 with estimated useful lives ranging from 8 to 12 years, patented technology of $7,600 with an estimated useful life of 7 years, internal software of $1,700 with an estimated useful life of 3 years, and franchise agreements of $37,900 with an estimated useful life of 13 years.

In addition, goodwill of $57,322 was recognized for the excess of the purchase price over the fair value of the net assets acquired. Goodwill relates to synergies and economies of scale expected from combining with the operations of Belfor USA Group, Inc. Goodwill is not expected to be deductible for tax purposes.

Note 4 - Inventory

Inventory consists of equipment, cleaning supplies, chemicals, and mixed cleaning solutions. Inventory, net of reserve, at December 31, 2020 and 2019 consists of the following:

		2020		2019
Raw materials	$	1,029	$	867
Finished goods		1,623		1,533
Total	$	2,652	$	2,400

Note 5 - Notes Receivable

Notes receivable at December 31, 2020 and 2019 are as follows:

	2020	2019
Amounts due from the sale of franchises and area franchise rights and refinanced obligations, due in monthly payments, with imputed interest from 4 to 18 percent, collateralized by the franchise, equipment, and personal guarantees	$ 11,541	$ 11,737
Amounts due from the sale of equipment to franchisees, due in monthly payments, with imputed interest from 6.5 to 10.5 percent, collateralized by the equipment	57	67
Total gross notes receivable	11,598	11,804
Less current portion	4,408	5,722
Less allowance for doubtful notes	765	10
Long-term portion	$ 6,425	$ 6,072

Note 6 - Property and Equipment

Property and equipment at December 31, 2020 and 2019 are summarized as follows:

	2020	2019	Depreciable Life - Years
Machinery and equipment	$ 566	$ 526	2-10
Vehicles	244	318	5
Furniture and fixtures	160	184	3-5
Office and computer equipment	693	478	3-5
Leasehold improvements	357	341	5-20
Construction in progress	388	339	-
Total cost	2,408	2,186	
Accumulated depreciation	740	258	
Net property and equipment	$ 1,668	$ 1,928	

Depreciation expense for the year ended December 31, 2020 and period ended December 31, 2019 was $507 and $258, respectively.

Note 7 - Intangible Assets and Goodwill

Intangible assets and goodwill of the Company at December 31, 2020 and 2019 are summarized as follows:

	2020		2019	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Amortized intangible assets:				
Franchise agreements	$ 37,900	$ 4,373	$ 37,900	$ 1,458
Trade names	8,500	1,263	8,500	421
Patented technology	7,600	1,628	7,600	543
Internal software	1,744	850	1,700	283
Patents and trademarks	202	21	156	-
Total amortized intangible assets	$ 55,946	$ 8,135	$ 55,856	$ 2,705
Goodwill	$ 57,322	$ -	$ 57,322	$ -

Amortization expense for intangible assets totaled $5,430 and $2,705 for the year ended December 31, 2020 and period ended December 31, 2019, respectively.

Estimated amortization expense for intangible assets for the years ending December 31 is as follows:

Years Ending	Amount
2021	$ 5,437
2022	5,154
2023	4,870
2024	4,862
2025	4,859
Thereafter	22,629
Total	$ 47,811

Note 8 - Leases

The Company is obligated under operating leases primarily for facilities expiring at various dates through December 2023 taking into consideration lease renewal options and termination provisions. The right-of-use asset and related lease liability have been calculated using discount rates ranging from 5.0 to 5.5 percent. The leases require the Company to pay taxes, insurance, utilities, and maintenance costs. Total rent expense under these leases was approximately $1,381 and $687 for the year ended December 31, 2020 and period ended December 31, 2019, respectively.

Note 8 - Leases (Continued)

Future minimum annual commitments under these operating leases are as follows:

Years Ending December 31	Amount
2021	$ 1,160
2022	1,076
2023	1,015
Total	3,251
Less amount representing interest	216
Present value of net minimum lease payments	3,035
Less current obligations	1,039
Long-term obligations under operating leases	$ 1,996

The Company subleases certain facilities. Sublease rentals to be received in the future under the noncancelable sublease total $98. Rental income under the sublease was $235 and $113 for the year ended December 31, 2020 and period ended December 31, 2019, respectively.

Note 9 - Income Taxes

The components of the income tax provision included in the consolidated statement of operations are all attributable to continuing operations and are detailed as follows:

	2020	2019
Current income tax expense	$ 52	$ 217
Deferred income tax expense	1,059	157
Total income tax expense	$ 1,111	$ 374

A reconciliation of the provision for income taxes to income taxes computed by applying the statutory United States federal rate to income before taxes is as follows:

	2020	2019
Income tax expense, computed at 21 percent of pretax income	$ 737	$ 597
Effect of nondeductible expenses	5	7
State income tax expense	207	128
Other	162	-
Change in valuation allowance	-	(358)
Total provision for income taxes	$ 1,111	$ 374

Note 9 - Income Taxes (Continued)

The details of the net deferred tax liability are as follows:

	2020	2019
Deferred tax assets:		
Allowance for doubtful accounts	$ 2,370	$ 3,465
Deferred revenue	2,641	3,318
Notes receivable	365	469
Interest limitation carryforward	1,155	1,613
Accrued liabilities	221	209
Lease liability	763	181
Other	330	141
Gross deferred tax assets	7,845	9,396
Deferred tax liabilities:		
Intangibles	(11,485)	(12,663)
Property and equipment	(280)	(326)
Prepaid expenses	(144)	(149)
Right-of-use asset	(737)	-
Gross deferred tax liabilities	(12,646)	(13,138)
Net deferred tax liability	$ (4,801)	$ (3,742)

Note 10 - Common Stock

Common stock consists of 5,000 authorized shares of $1 par value stock. As of December 31, 2020 and 2019, there were 5,000 shares issued and outstanding.

Note 11 - Contingencies

The Company is party to an agreement with an unrelated financial institution whereby the Company guarantees a portion of the losses resulting from equipment-related financing arrangements made between the financial institution and certain of the Company's franchisees. In the event of a default by a franchisee, the Company guarantees the financial institution's losses, including proceeds received from the sale of collateralized equipment as follows: 30 percent on equipment and between 30 percent and 100 percent on nonequipment. As of December 31, 2020 and 2019, the financial institution provided cumulative aggregate financing arrangements for certain of the Company's franchisees totaling approximately $8,159 and $7,924, with open financed amounts totaling approximately $4,335 and $5,838, respectively. Payments made under this guarantee during the year ended December 31, 2020 and period ended December 31, 2019 were approximately $122 and $54, respectively, and the Company has recorded the estimated present value of this contingent liability as of December 31, 2020 and 2019 of approximately $174 and $176, respectively, which is included in accrued liabilities in the accompanying consolidated balance sheet.

Note 12 - Related Party Transactions

The following is a description of transactions between the Company and related parties:

Amounts Due from Related Parties

At December 31, 2020 and 2019, the Company had accounts receivable from Belfor USA Group, Inc. totaling $6,815 and $536, respectively, which relates to amounts advanced for working capital purposes.

Note 12 - Related Party Transactions (Continued)

Amounts Due to Related Parties

At December 31, 2020, the Company had insignificant accounts payable to related parties, which are included in other accrued liabilities.

Guarantee

The Company has guaranteed balances outstanding on term loans and a line of credit issued to Belfor Holdings, Inc. and other entities related through common ownership. In the event of a default by the affiliates, the Company could be obligated to repay the full amount outstanding on these loans. As of December 31, 2020, the affiliates' outstanding borrowings under the loans and the maximum potential future obligation under this guarantee totaled approximately $800,100 and $1,000,100, respectively. The term loans are payable through April 2027 and 2028, and the line of credit expires in April 2026. In the event the Company is required to make payments under this guarantee, the Company could seek to recover those amounts from the affiliate; however, the Company does not hold specific recourse or collateral rights in connection with the guarantee.

Note 13 - Retirement Plans

The Company sponsors a 401(k) plan for substantially all employees. The plan provides for the Company to make a required matching contribution. The Company may also make additional discretionary contributions to the plan. Contributions to the plan totaled $128 and $102 for the year ended December 31, 2020 and period ended December 31, 2019, respectively.

HRI Holdings, Inc. and Subsidiaries
Consolidating Balance Sheet
March 31, 2022

	Consolidated
CURRENT ASSETS	
Cash & Equivalents	1,895,790
Accounts Receivable, Net	4,801,275
Current Portion - LT AR, Net	3,480,861
Inventory	3,369,070
Prepaids & Other Current Assets	947,257
TOTAL CURRENT ASSETS	**14,494,255**
Property & Equipment, net	3,743,881
Long Term A/R	4,617,506
Goodwill	57,322,256
Intangibles, Net	41,227,432
Other Long Term Assets	19,437,418
TOTAL ASSETS	**140,842,748**
CURRENT LIABILITIES	
Accounts Payable	735,774
Accrued Liabilities	990,044
Accrued Payroll	931,551
Sales Taxes	74,541
Income Tax Payable	(22,672)
Deferred Income	1,820,750
Other Current Liabilites	2,368,398
TOTAL CURRENT LIABILITIES	6,898,385
LONG TERM LIABILITIES	
Deferred Revenue LT	6,680,885
Deferred Taxes	5,595,828
TOTAL LIABILITIES	19,175,098
STOCKHOLDERS EQUITY	121,667,650
TOTAL LIABILITIES & EQUITY	**140,842,748**

HRI Holdings, Inc. and Subsidiaries
Consolidating Income Statement
YTD as of March 31, 2022

	Consolidated
Revenue	
Total Revenue	7,982,259
Cost of Goods Sold	
Total COGS	2,586,607
Total Gross Profit	5,395,651
SG & A	3,636,992
Addback Depreciation	117,196
Operating EBITDA	1,875,856
Board, Transition & Other Expenses	705,939
EBITDA	1,169,917
Depreciation	117,196
Amortization	1,363,475
Operating Profit (Loss)	(310,755)
Interest Expense	27,401
Earning Before Taxes	(338,155)
Income Taxes	18,798
Net Income (Loss)	(356,953)

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR THE FORM.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

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HRI Holdings, Inc. and Subsidiaries
Consolidating Balance Sheet
December 31, 2022

	Consolidated
CURRENT ASSETS	
Cash & Equivalents	1,716,812
Accounts Receivable, Net	1,619,706
Current Portion - LT AR, Net	3,517,787
Inventory	4,393,455
Prepaids & Other Current Assets	345,985
TOTAL CURRENT ASSETS	**11,593,744**
Property & Equipment, net	3,080,823
Long Term A/R	2,344,254
Goodwill	56,136,726
Intangibles, Net	36,730,743
Other Long Term Assets	25,365,226
TOTAL ASSETS	**135,251,516**
CURRENT LIABILITIES	
Accounts Payable	855,012
Accrued Liabilities	1,056,540
Accrued Payroll	1,256,006
Sales Taxes	83,819
Income Tax Payable	(244,175)
Deferred Income	2,052,871
Other Current Liabilites	1,570,309
TOTAL CURRENT LIABILITIES	**6,630,383**
LONG TERM LIABILITIES	
Deferred Revenue LT	4,861,170
Deferred Taxes	5,595,828
TOTAL LIABILITIES	**17,087,381**
STOCKHOLDERS EQUITY	**118,164,135**
TOTAL LIABILITIES & EQUITY	**135,251,516**

HRI Holdings, Inc. and Subsidiaries
Consolidating Income Statement
YTD as of December 31, 2022

	Consolidated
Revenue	
Total Revenue	**34,919,383**
Cost of Goods Sold	
Total COGS	**10,504,629**
Total Gross Profit	**24,414,754**
SG & A	20,240,722
Operating EBITDA	**4,174,032**
Board, Transition & Other Expenses	1,234,788
EBITDA	**2,939,244**
Depreciation	490,059
Amortization	7,141,050
Operating Profit (Loss)	**(4,691,865)**
Interest Expense	90,944
Earning Before Taxes	**(4,782,809)**
Income Taxes	57,777
Net Income (Loss)	**(4,840,586)**

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDTED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR THE FORM.

GUARANTEE OF PERFORMANCE

For value received, HRI Holdings, Inc., a Delaware corporation (the "Guarantor"), located at 3310 West End Avenue, Suite 620, Nashville, TN 37203, absolutely and unconditionally guarantees to assume the duties and obligations of Harris Research, Inc., located at 3310 West End Avenue, Suite 620 Nashville, TN 37203 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document issued April 1, 2022, and as that Franchise Agreement may be entered into with 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 occurs first. 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 successor and assign.

The Guarantor executes this guarantee at Nashville, Tennessee, on April 1, 2022.

Guarantor:

HRI Holdings, Inc.

Dan Tarantin
Chief Executive Officer

EXHIBIT H

STATE ADDENDA TO THE DISCLOSURE DOCUMENT

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Exhibit H

ADDITIONAL STATE DISCLOSURES
TO FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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.

See the cover page of the Disclosure Document for our URL address. A. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AND COMPLAINTS CONCERNING THE CONTENT OF OUR WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.DBO.CA.GOV.

1. The following statement is added to Item 3:

Neither Franchisor nor any other person identified in Item 2 of the 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 such persons from membership in such association or exchange.

2. The following statements are added to Item 17:

California Business & Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or nonrenewal 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.A. 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 may contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur at Nashville, Tennessee or Salt Lake City, Utah with the costs being borne by equally by the parties.

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Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code section 20040.5, Code of Civil Procedure section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside of the State of California.

The Franchise Agreement requires you to sign a general release if you transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

The Franchise Agreement requires application of the laws of the State of Tennessee. This provision may not be enforceable under California law.

3. The following statement is added to Item 19:

The financial performance figures do not reflect the cost of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Chem-Dry Business. Franchisees or former franchisees, listed in the franchise disclosure document, may be one source of this information.

ILLINOIS

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Illinois:

1. Illinois law governs the Franchise Agreement.

2. 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, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. 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.

4. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

MARYLAND

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Maryland. This also applies to non-residents of Maryland who will operate an N-Hance franchise in the State of Maryland.

1. Item 17 is amended to provide that:

   a. The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

   b. The Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

   c. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

   d. The provision in the Franchise Agreement that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

2. You may request and we will provide, within a reasonable amount of time, an accounting of the advertising fund, including a summary of revenue and disbursements. Any such accounting will be strictly confidential.

MINNESOTA

Minnesota statute §80C14 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise 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 jurisdiction.

Minnesota statute §80C14 provides: It shall be deemed unfair and inequitable for any person to:

(A) Terminate or cancel a franchise without first giving written notice setting forth all the reasons for the termination or cancellation to the Franchisee at least 90 days in advance of termination or cancellation, and the recipient of a notice fails to correct the reasons stated for cancellation or termination within 60 days within receipt of the notice, except that the notice shall be effective immediately upon receipt where the alleged grounds are:

(i) Voluntary abandonment of the franchise relationship by the Franchisee;

(ii) The conviction of the Franchisee of an offense directly related to the business conducted pursuant to the franchise; or

(iii) Failure to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the Franchisor's trade name, Trademark, service mark, logotype or other commercial symbol after the Franchisee has received written notice to cure of at least 24 hours in advance thereof;

(B) Terminate or cancel a franchise except for good cause. "Good cause" shall be failure by the Franchisee substantially to comply with reasonable requirements imposed upon him by the franchise including, but not limited to:

(i) The bankruptcy or insolvency of the Franchisee;

(ii) Assignment for the benefit of creditors or similar disposition of the assets of the franchise business;

(iii) Voluntary abandonment of the franchise business;

(iv) Conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchise business; or

(v) Any act by, or conduct of, the Franchisee which materially impairs the goodwill associated with the Franchisor's Trademark, trade name, service mark, logotype or other commercial symbol.

(C) Unless the failure to renew the franchise is for good cause as defined in clause (B), Franchisor may not fail to renew a franchise unless (i) the Franchisee has been given written notice of the intention not to renew at least 180 days in advance thereof and (ii) has been given an opportunity to operate the franchise over a sufficient period of time to enable the franchisee to recover the fair market value of the franchise as a going concern measured from the date of the failure to renew. No franchisor may refuse to renew a franchise if the refusal is for the purpose of converting the franchisee's business premises to an operation that will be owned by the franchisor for its own account.

A franchisor may not unreasonably withhold consent to an assignment, transfer, or sale of the franchise where the assignee meets the present qualifications and standards required of other franchisees.

Item 13 is modified as follows: The Minnesota Department of Commerce requires that a Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Trademark infringes Trademark rights of the third party. The Company does not indemnify against the consequences of the Franchisee's use of the Company's Trademark except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, the Franchisee must provide notice to the Company of any such claim within 10 days and tender the defense of the claim to the Company. If the Company accepts the tender of defense, the Company has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Item 17 is amended to provide that you shall not be required to assent to a general release, and that liquidated damages are generally not permitted under Minnesota law.

NEW YORK

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

> **SPECIAL RISK FACTOR**. Information comparing franchisors is available. Call the state administrators listed in Exhibit I or your public library for sources of information. Registration of this franchise by New York State does not mean that the State recommends it or has verified the information in this Franchise Disclosure Document. If you learn that anything in this Franchise Disclosure Document is untrue, contact the Federal Trade Commission and the appropriate State or provincial authority. The franchisor may, if it chooses, negotiate with you about the items covered in the Franchise Disclosure Document. However, the franchisor cannot use the negotiating process to prevail upon a prospective franchisee to accept terms which are less favorable than those set forth in this Franchise Disclosure Document.

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

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

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

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

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

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

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled

"Termination by franchisee (you)":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

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

NORTH DAKOTA

The following statements are added to Item 17:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota is void.

Arbitration proceedings may take place at a location mutually agreed between the parties that is not remote from your Territory.

You are not required to release any claims you might have against us under the North Dakota Franchise Investment Law.

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

RHODE ISLAND

The following statement is added to Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act.

VIRGINIA

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Virginia:

1. The following is added to the Special Risks to Consider:

   Spousal Liability. Your spouse may be asked to sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

2. The following is added to Item 17(h):

   Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "Virginia Act"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement and/or the Development Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

3. The proposed agreements described in Item 22, including all agreements that a franchisee must sign, are accurately presented in this Disclosure Document.

WASHINGTON

The following statements are added to the Disclosure Document:

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement and your relationship with us, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement and your relationship with us, including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, if required by the Act, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of arbitration, or is determined by the arbitrator.

In the event of a conflict of laws, to the extent required by the Act, the provisions of the Washington Franchise Investment Protection Act, shall prevail.

To the extent required by the Act, a release or waiver of rights executed by you shall not include rights under the Washington Franchise Investment Protection Act, except when executed according to a negotiated settlement after the Franchise 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 limitation period for claims under the Act, rights or remedies under the Act, such as rights to jury trial might not be enforceable; however, we agree to enforce them to the extent the law allows.

To the extent required by the Act, transfer fees are collectible to the extent they reflect our reasonable estimated or actual costs in effecting a transfer.

Franchisees who receive financial incentives to refer franchise prospects to Franchisors may be required to register as franchise brokers under the laws of Washington State.

WISCONSIN

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Wisconsin.

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.

2. The following applies to Franchise Agreements in the State of Wisconsin:

   (a) The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the Act), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

   (b) The Act's requirements that Franchisor must provide franchisee at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. This notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that franchisee has 60 days in which to cure any claimed deficiency. If the deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, franchisee will have 10 days to cure the deficiency.

EXHIBIT I
TO THE DISCLOSURE DOCUMENT
FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Harris Research, Inc. and you are preparing to enter into a Franchise Agreement for the operation of a Chem-Dry franchise. Please review each of the following questions carefully and provide honest responses to each question.

1. Have you received and personally reviewed the Harris Research, Inc. Franchise Disclosure Document and each exhibit we provided to you? Yes_____ No_____

2. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it? Yes_____ No_____

3. Have you discussed operating a Chem-Dry franchise with an attorney, accountant or other professional advisor? Yes_____ No_____

4. Do you understand the success or failure of your franchise will depend on many factors including your skills and abilities, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace? Yes_____ No_____

5. Has any employee or other person speaking on behalf of Harris Research, Inc. made any statement or promise regarding the amount of money you may earn in operating the Chem-Dry franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes_____ No_____

6. Has any employee or other person speaking on behalf of Harris Research, Inc. made any statement or promise concerning the total amount of revenue the Chem-Dry franchise will generate that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes____ No_____

7. Has any employee or other person speaking on behalf of Harris Research, Inc. made any statement or promise regarding the costs involved in operating the Chem-Dry franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
Yes_____ No_____

8. Has any employee or other person speaking on behalf of Harris Research, Inc. made any statement or promise concerning the actual, average or projected profits or earnings or the likelihood of success that you should or might expect to achieve from operating a Chem-dry franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes_____ No_____

9. Has any employee or other person speaking on behalf of Harris Research, Inc. made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes____ No_____

10. If you have answered "Yes" to any of the questions 7 through 11, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if

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necessary, and refer to them below.) If you have answered "No" to each of the foregoing questions, please leave the following lines blank.

_____
_____
_____
_____

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

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

Maryland sales/Maryland residents: The representations, acknowledgements and affirmations in this Exhibit are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Act

Washington sales/Washington residents: This Franchisee Disclosure Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

_____
FRANCHISE APPLICANT

_____, 20__

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STATE EFFECTIVE DATES

The following states require that the 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 Dates stated below:

State	Effective Date
California	Exempt
Hawaii	May 27, 2022
Illinois	Exempt
Indiana	Exempt
Maryland	Exempt
Michigan	Exempt
Minnesota	May 13, 2022
New York	Exempt
North Dakota	Exempt
Rhode Island	Exempt
South Dakota	September 16, 2022
Virginia	Exempt
Washington	June 24, 2022
Wisconsin	Pending

Other state 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

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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 Harris Research, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or ten 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 ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Harris Research, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The issuance date of this Franchise Disclosure Document is April 1, 2022, as amended January 30, 2023.

Harris Research, Inc. authorizes the respective state agents identified on Exhibit A to receive service of process for it in the particular states.

I received a Disclosure Document from Harris Research, Inc. dated as of April 1, 2022, as amended January 30, 2023 that included the following Exhibits:

A-1.	List of Agents/State Agencies	F.	List of Former Franchisees
A-2	Routine Litigation		
B.	Franchise Agreement and Other Agreements	G.	Financial Statements with Guaranty of Performance
C.	Business Note	H.	State Addendums to the FDD
D.	Table of Contents of Operating Manual	I.	Franchisee Disclosure Questionnaire
E.	List of Franchisees		

Date Received	Signature	Printed Name
Date Received	Signature	Printed Name

If an entity - Name of entity: _____

Date	Signature of Officer	Printed Name and Title

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Franchise Disclosure Document 2301

Franchise Sellers Located at: 3310 West End Avenue, Suite 620, Nashville, TN 37203; Telephone: (800) 841-6583.
Please check the salesperson/people that you worked with:

__ Douglas Smith ___ D'Wayne Tanner __ Dustin Ingle __ Alex Sabbagh
__ Dre Carter ___ __ Other _____

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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 Harris Research, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or ten 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 ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Harris Research, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

A-1.	List of Agents/State Agencies	F.	List of Former Franchisees
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