FRANCHISE DISCLOSURE DOCUMENT

FRONTIER ADJUSTERS, INC.
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The franchise offered is for the operation of a claims adjusting business, which includes inspections, appraisals, estimates, third party claims administration, risk management services, or investigations unless otherwise specified in Section 1.1 of the Franchise Agreement.

The total investment necessary to begin operation of a Frontier Adjusters franchised business is $21,500 to $30,450. This includes $15,800 that must be paid to Franchisor.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Compliance Department at 26 Century Blvd., Ste. NT350, Nashville, TN 37214 and (800) 426-7228.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at **www.ftc.gov** 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: March 29, 2023

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The Franchise Agreement requires you to resolve disputes with the franchisor by arbitration only in Ohio. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate with us in Ohio than in your own state.

2. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

3. **Spousal Liability**. Your spouse must 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.

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

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EXHIBITS TO FDD

A. Lists of State Regulatory Authorities and Agents for Service of Process in Certain States
B. Franchise Agreement with Schedules
C. Financial Statements
D. Table of Contents of Operating Manual
E. Current List of Franchisees
F. State Addendum
G. Termination Agreement
H. List of Franchisees Who Left the System in the Last Year or Who Have Not Contacted Us in the Last 10 Weeks
I. Waiver and Release of Claims
J. State Effective Dates
K. Receipts

ITEM 1.

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

To simplify the language in this disclosure document, the terms "Frontier," "we," "our," and "us" refer to Frontier Adjusters, Inc., the franchisor. The terms "you" and "franchisee" refer to the legal entity which will be owning and operating the franchise. References to "you" or "franchisee" which are applicable to an individual or individuals will mean the principal owner or owners of the equity or operating control of the Franchisee.

Frontier is a Colorado corporation that was incorporated on May 29, 1959. The only name under which Frontier is presently doing business or intends to do business is Frontier Adjusters, Inc. Our principal business address is:

Frontier Adjusters, Inc.
26 Century Blvd., Ste. NT350
Nashville, TN 37214
(440) 290-1185
(800) 426-7228

Frontier's agents for service of process are disclosed in *EXHIBIT A*.

Effective September 11, 2019, Davies US Inc., a Delaware corporation organized on September 3, 2019, with its principal place of business is located at 135 Allen Brook Lane, Suite 101, Williston, VT. ("Davies US") acquired 100% of the outstanding stock of Frontier Adjusters, Inc. from Frontier Adjusters of Arizona, Inc. Davies US is a wholly owned subsidiary of Davies Group Limited, a UK company with a principal business address of 7th Floor, 1 Minster Court, Mincing Lane, London, England, EC3R 7AA ("Davies Group").

Davies US is a holding company that does not actively conduct business. Davies Group is an operations management, consulting and digital solutions provider to organizations in highly regulated markets. Core services include claims solutions, insurance services and customer solutions. Neither Davies US nor its parent company, Davies Group, have offered franchises in the similar type of business as offered by Frontier.

The Franchise Offered

Frontier offers the right to conduct an independent claims adjuster's business. This includes some or all of the following: inspections, appraisals, estimates, third party claims administration, risk management services, and investigations. The specific scope of your franchise may be limited in Section 1.1 of your Franchise Agreement to certain areas of claims adjusting, such as appraisal services only. This Disclosure Document offers the full claims adjusting franchise as well as limited franchise programs. The term "Franchised Services" includes those adjusting services described in Section 1.1 of your Franchise Agreement.

Other than when we take over operations from our franchisees on an interim basis, we operate no insurance adjusting businesses in any states and have no other businesses other than the type described in this disclosure document. We do not offer sub-franchises. The Franchised Services to be rendered are for insurance companies and self-insured companies in adjusting loss claims on their behalf. The general

market is insurance companies, third party claim administrators and self-insured companies that operate throughout the United States, which companies have claims originating in the regular course of business. You will have to compete with other independent adjusters that operate throughout the United States.

Frontier commenced operations on the 29th day of May in 1959 and has continued to the present time. There are no predecessor operations. Frontier has not offered franchises in other lines of business.

Frontier has no affiliates or predecessors that have offered franchises for the same type of business to be conducted by you or who have offered franchises in other lines of business.

An entity must be the designated franchisee. Each of your owners, partners, shareholders, or members, as applicable, must sign the Franchisee Agreement and agree to be personally bound by certain provisions of the Franchise Agreement. In addition, each person who owns 20% or more of your entity must sign a Certificate, Guarantee and Assumption of Obligations, which is attached as Exhibit B to the Franchise Agreement.

Industry-Specific Regulations

At least one individual who owns 20% or more of your entity must be an experienced adjuster and must be licensed to the extent required by the state(s) in which you operate. If your Franchised Services include only appraisal services, these requirements shall be modified to require at least one of your 20% owners to be an experienced appraiser who is licensed to the extent required by the state laws in each state where you operate.

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ITEM 2.

BUSINESS EXPERIENCE

President, Chief Executive Officer and Director: DAN SAULTER

Mr. Saulter joined Davies Group, located in London, England, in 2013 and became a Director of Frontier in September 2019 upon the acquisition of Frontier by Davies US. He currently serves as President and Chief Executive Officer of Frontier as well as Group Chief Executive Officer of Davies US. and its ultimate parent, Davies Group.

Secretary, Chief Financial Officer and Director: PAULA KENNESON

Ms. Kenneson was appointed Director of Frontier in September 2019 further to the acquisition of Frontier by Davies US. She currently serves as Secretary and Chief Financial Officer of Frontier as well as Davies US. and Chief Financial Officer of Quest Captive Management, LLC, an affiliated Davies Group company located in Williston, Vermont. Paula joined Davies Group in November 2018 with the acquisition of USA Risk Group by Quest Captive Management.

Vice-President of Operations: TONY SCOTT

Tony joined Frontier as Vice President of Operations in October 2022 located in Fairhope, Alabama. From June 2019 to October 2022, he was Managing Director of Southeast Catastrophe Consulting Company in Mobile, Alabama, and from September 2017 to May 2019, he was Claims Manager for One Call Claims in Mobile, Alabama.

CEO, Davies US Field Services: WALT LEDDY

Walt has been CEO of Davies US Field Services, located in San Antonio, Texas, since June 12, 2021, and has responsibility for Frontier Adjusters and Davies property claims. From August 2018 to June 2021, he was CEO of IAS Claim Services in San Antonio, Texas, and from November 2010 to January 2018, he was Vice President - Strategic Accounts with Rackspace Technology in San Antonio, Texas.

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ITEM 3.

LITIGATION

There is no litigation that must be disclosed in this Item.

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ITEM 4.

BANKRUPTCY

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

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ITEM 5.

INITIAL FEES

The initial franchise fee is $15,000 with $5,000 payable at the time the Franchise Agreement is executed, with the balance, $10,000, paid in weekly installments of $50 over the first 200 weeks of your Franchise Agreement. The first weekly installment is due when your Franchise Agreement is executed by you and us. We will deduct future installments from our weekly remittances to you, which are described in Item 6. If your franchise is terminated prior to the end of the first 156 weeks of the term of the Franchise Agreement, for any reason, you will be required to pay the remaining unpaid franchise fee.

The initial franchise fee will be charged to anyone purchasing their first Frontier franchise. This includes new and transferred locations. Also, we may charge the initial franchise fee if you are an existing franchisee and are opening a new franchise location. However, the initial franchise fee will not apply if you are an existing franchisee and buying an existing franchised location. An existing franchisee must meet our qualification criteria to purchase an additional franchise. Our criteria include achieving a qualifying minimum gross volume, meeting our current equipment and system standards, staffing the franchise at specified levels and meeting other financial criteria, all as may be described in your Franchise Agreement and in the Frontier Franchisee Confidential Operating Manual (our "Operating Manual").

If you are already the owner of an established claims adjusting business, which business you will continue to conduct under the Frontier name consistent with the Franchise Agreement, the initial franchise fee will be determined based on your revenue history, and will range from $0 to $15,000.

We may occasionally re-franchise an advertised location where a terminated franchise was previously located. We may sell the phone number and accumulated goodwill from the terminated franchise for an amount equal to any delinquencies owed by the former franchise plus an amount up to one year's estimated annual billings of the franchise. In these cases, we may not charge the full initial franchise fee.

Except as described in this Item 5, initial fees are uniform for all franchises which we presently offer under this Disclosure Document, and are not refundable under any circumstances.

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ITEM 6.

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	15% of gross receipts from billings for services performed	Within 10 days after receipt	Billings for services are paid directly to Frontier or an affiliated service company, which remits 85% of that weekly to franchisee after retaining Frontier's royalty. We currently waive the royalty on certain franchisee out-of-pocket expenses that are billed to customers for reimbursement (such as postage and airfare); this policy may be modified by us at any time in our sole discretion. In limited circumstances where a franchisee has or acquires an existing adjusting business, we may reduce the royalty to as low as 10%, based on one or more of the following criteria: pre-existing volume of sales, geographic location, market, and/or size differences. These criteria will be consistently applied but may change over time. All royalty fees are imposed by and payable to Frontier and are nonrefundable.
Marketing Fund Fee	Up to 1% of gross receipts from billings for services performed	Monthly	The marketing fund fee is currently not being charged. If such marketing fund is introduced it will be used to promote the services of the Frontier Adjusters' network of franchised offices and other uses as we, in our sole discretion, deem appropriate.
Technology/ Customer Service Center Fee	Up to 1% of gross receipts from billings for services performed	Monthly	The technology/customer service center fee is currently not being charged. If such fee is introduced it will be used to fund technological system enhancements and support the operations of the customer service center.
Errors & Omissions Insurance	Premiums are allocated to each advertised location.	As billed	Franchisee is obligated to reimburse us for the premium and other costs and expenses to keep in force for the franchisee and Frontier's protection an Errors & Omissions Policy in such amounts as may be determined by us. We have contracted for a group policy that covers Frontier and all franchisees. Frontier will bill franchisee for their portion of the cost of this insurance. In the fiscal year ended June 30, 2020, the average cost per franchised location was approximately $575. There is no guarantee that the cost will be same, higher, or lower than this amount. In the case of a claim against the franchisee under this policy, franchisee will also be required to pay the deductible, if any. It is the franchisee's responsibility to review and understand the Policy. Franchisee may purchase additional errors and omissions insurance as you deem appropriate.
Fee for Improper Billings	30% of any billings not invoiced on forms furnished or provided by us, or on forms on which the payor is not instructed to make payment to us.	As billed	The additional payment compensates us for the extra cost and time to process improper billings.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee	$500	On transfer	This amount covers our costs of processing the transfer.
Liquidated Damages	$1-$250	Per week, per violation	In order to remain a competitive brand in the market, we set quality measures, performance standards, or service requirements for our franchisees in the franchise agreement and Operations Manual. Franchisees who fail to meet these measures, standards, or requirements pay liquidated damages to us.

No fees described in this Item 6 are collected or imposed on behalf of a third party other than the Errors & Omissions Insurance. In the future we may contract with an affiliated third party to handle collection and remittance of fees for services performed. No fees described in this Item 6 are refundable. Except as provided in this Item 6, all fees that we currently impose are generally uniform. Franchises sold prior to the date of this disclosure document may require the franchisee to pay fees on a basis other than as described in this Item.

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ITEM 7.

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Expenditure	Actual or Estimated Amounts	Method of Payment	When Due	To Whom Payment Is To Made
Initial Franchise Fee	$15,000	$5,000 due upon executing franchise agreement, with balance of $10,000 due in weekly payments of $50.00 over the first 200 weeks of the Franchise Agreement.	A portion immediately; balance weekly	Frontier
Errors & Omissions Insurance	$800 per year	As incurred	As billed (after business is opened)	Frontier
Additional Insurance Coverage (Note 1)	$500 to $1,000 per year	As incurred	As arranged	Suppliers
Equipment (Note 2)	$1,000 to $3,000	Lump sum or as arranged	As arranged	Suppliers
Opening Inventory	$150	Lump sum for stationery and stamps. We provide operational forms at no cost to you	Prior to opening	Suppliers
Initial Advertising Fee	None	N/A	N/A	N/A
Training (Note 3)	None	N/A	N/A	N/A
Real Estate and Improvements (Note 4)	$0 to $1,500 per month	As arranged	As arranged	Lessor
Utility and Lease Security Deposits	$50 to $1,500	As arranged	Prior to opening	Lessor or utility companies
Telephone and Fax Listings	$1,000 to $2,000	As arranged	Prior to opening	Suppliers
Furniture and Fixtures	$0 to $1,000	As arranged	As arranged	Suppliers
Business License and Workers Compensation Insurance Deposit	$0 to $1,500	As arranged	Prior to opening	Suppliers
Additional Funds (3 months) (Note 5)	$3,000	As incurred	As incurred	Suppliers
Total	**$21,500 to $30,450**			

Notes:

(1) Before you open for business, you must obtain insurance coverage we specify, and any other insurance required by your state or locality (such as worker's compensation). You must name us as an additional insured and ask your carrier to give us a certificate of insurance. You must purchase this insurance coverage from a responsible carrier. You must keep an insurance policy in force during the term of your Franchise Agreement with the following limits:

a. $2,000,000 comprehensive general liability insurance combined single limit (including premises and operations liability, products and completed operations liability, blanket contractual liability, broad form property damage liability, and care, custody and control, each with an aggregate limit of at least $50,000).

b. $1,000,000 motor vehicle liability coverage combined single limit on each owned, non-owned or hired vehicle which you will use.

(2) This includes Internet access fees as well as costs to purchase or lease equipment.

(3) Frontier has no mandatory training program and only enters into agreements with experienced and, if required, licensed insurance adjusters.

(4) You choose your own physical location. Adequate space should be available for between $225 and $1,500 per month. In certain instances, franchisees operate from their homes and do not have a commercial office. We impose no requirements as to property type, location or office or building size.

(5) We recommend that you have additional funds available during the start-up phase of your franchise. These amounts are our estimates of the amounts needed to cover your expenses for a 3-month period from the date you open for business. Also, you can expect a delay averaging 40 days from the date you invoice a file to actually collect your funds and is another reason to have additional funds available. We relied on our experience in franchising Frontier Adjusters® businesses to compile this estimate.

The estimates stated above do not include any salaries or benefits for employees or any allowance for an owner's draw. These figures are only estimates. We cannot assure you that you will not have additional expenses starting your franchise. Your actual costs will vary according to your approach to the franchise; your management skill, experience and business acumen; local economic conditions; the local market for the Franchise's services; the prevailing wage rate in your market; competition and the rate of growth of your franchise. We recommend that you obtain independent estimates from third-party vendors of the costs that would apply to the establishment and operation of your business or discuss the economic experience of opening and operating a franchise with our current and past franchisees. The estimated initial investment and other estimates in this Disclosure Document do not take into account your personal living expenses, any debt service needs, ongoing working capital requirements, accounts receivable financing or other costs. We estimate that you can expect to put additional cash into the business during the first 3 to 9 months, and sometimes longer, but we cannot estimate or promise when, or whether, you will achieve positive cash flow or profits. We have not provided for capital or other reserve funds necessary for you to reach "break-even," "positive cash flow" or any other financial position. We don't furnish, nor do we authorize our salespersons or anyone else to furnish, estimates of those amounts. We recommend that you review these figures carefully with your business advisors.

None of the estimated expenditures listed in the table are refundable, except (I) utility deposits are usually refundable, and (ii) lease security deposits may be refundable.

Except as described in this Franchise Disclosure Document, we do not offer, directly or indirectly, financing for any of the above expenditures. The availability and terms of financing will depend on many factors, including the availability of financing generally, your credit worthiness, other security that you may have, and policies of lending institutions concerning the type of business being operated by you. We may also provide loans and other financial assistance to existing franchisees that are acquiring other adjusting firms.

ITEM 8.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must maintain the highest standards of quality and workmanship to provide the highest quality services to your customers. We may specify particular performance standards in the Operating Manual or otherwise in writing. We can, and expect to, modify our standards as we deem necessary. We will notify you, in writing and/or email of any changes to the standards or our Operating Manual. Attached as *EXHIBIT D* is a copy of the table of contents of our current Operating Manual. Except as described in this Item 8, Frontier has no current required specifications, or mandatory suppliers for goods, services or real estate relating to your franchise business; however, we reserve the right to require specifications and mandatory suppliers for certain goods and services in the future. There are currently no purchasing or distribution cooperatives. We may negotiate purchase agreements with vendors (including pricing terms) for the benefit of all franchisees and will notify you of any such arrangements. You may or may not be required to participate in these arrangements.

Currently, our franchisees are required to participate in group insurance policies relating to errors and omissions insurance coverage. Frontier will seek to obtain errors & omissions coverage on commercially reasonable terms, consideration being given that each and every office shall be insured. Frontier advances the premium to the third-party insurance company on behalf of franchisees and then is reimbursed by the franchisees. In the future we may in our discretion change the method in which we obtain this coverage, including using an alternate broker service in the future, or none at all. In addition, before you open for business, you must obtain other insurance coverage we specify, and any other insurance required by your state or locality (such as worker's compensation). You must name us as an additional insured and ask your carrier to give us a certificate of insurance. You must purchase this insurance coverage from a responsible carrier. You must keep an insurance policy in force during the term of your Franchise Agreement with the following minimum limits:

a. $2,000,000 comprehensive general liability insurance combined single limit (including premises and operations liability, products and completed operations liability, blanket contractual liability, broad form property damage liability, and care, custody and control, each with an aggregate limit of at least $50,000); and

b. $1,000,000 motor vehicle liability coverage combined single limit on each owned, non-owned or hired vehicle which you will use.

We reserve the right to require that you utilize a particular, preferred telephone system vendor (e.g. RingCentral), including a centralized phone system for use by all franchisees. We may seek reimbursement from you for certain related fees and collect the reimbursement from you via offsets to weekly remittances paid to you by us. If our designated vendor utilizes a password protected process for controlling telephone answering, telephone messages or call forwarding, you must agree to provide us with the password. We reserve the right to change required telephone system vendors from time to time.

Some customers require specific estimating software and we may require that you purchase such software, as we deem necessary (e.g. Xactimate). We reserve the right to change the required estimating software vendors from time to time. Any modifications will be communicated in writing. None of our officer owns an interest in any approved suppliers.

At considerable investment of time and dollars, Frontier has developed its proprietary Claims Management System (CLM) called FACTS (Frontier Adjusters' Claims Tracking System). FACTS is a key feature in our network-wide effort to provide the highest levels of customer service and work product

quality. FACTS enables our franchisees to monitor their franchise operation from a high level and to manage individual claim files at a detailed level. FACTS contains a built-in email program as well as many other attributes including a notes function, office administration, diary function, etc. Franchisees are currently required to use FACTS to manage claim assignments including, but not limited to, receiving and acknowledging all new claim assignments, storing all claim file work product to include photos (digital images), reports, estimates, correspondence, official reports, and any other document tied to a specific claim file. All file level billing activities including the preparation of time sheets and invoices will be completed and delivered from FACTS.

Any modifications to our vendor specifications will be sent via email and updated in our Operations Manual. No officer owns an interest in any approved suppliers. We do not provide material benefits to you based on your purchase of particular products or services or use of designated or approved suppliers.

All advertising and promotional material, signs and other items we designate must bear our Service Marks (see Item 13) in the form, color, location and manner we specify. Your advertising and promotional materials must meet our standards, as they may be described in our Operating Manual. You may prepare and use your own advertising or promotional materials, but you must get our approval before you use them. You must follow our policies and procedures in your promotion of and solicitation on behalf of your franchise and your distribution of advertising.

All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to our requirements.

We require you to have been trained in the use of computer hardware and software, including the Internet, or similar electronic communication media. You must maintain, during the term of the franchise, an Internet service provider and must have the ability to communicate with others through a computer. You must obtain, maintain and use the hardware and software, and services as required in our Operating Manual and Exhibit C to the Franchise Agreement. We may update the computer equipment and access requirements upon reasonable advance notice to you.

For any current or future goods and services that we require franchisees to purchase and specify a mandatory supplier, we are not obligated to consider requests to use of an alternative supplier. If we do decide to consider requests to use an alternative supplier for any particular good or service, requests for the approval must be submitted to us in writing, together with a sample of the item for which approval is sought. No fee is payable by you in respect of a request for approval of a supplier. We will notify you in writing within a reasonable time (usually within 30 days) whether the item meets our specifications. We may withhold our approval of any new item for any reason, and may revoke our approval of any item at any time. You are notified directly in writing, or by way of amendments to the Operations Manual, of any change in approved suppliers. Approval of suppliers is based on a subjective determination by us regarding the quality of the supplier's goods or services and conformity with the Frontier Adjusters® brand and system. If we have written criteria we use to designate or approve a supplier for any good or service, those criteria will be made available to franchisees on reasonable request, unless such information is proprietary.

The estimated proportion of any required purchases to all purchases and leases by you of goods and services in establishing and operating the licensed business is 10%.

We and our affiliates do not currently derive any revenue from any of your purchases or leases of goods or services. Our suppliers currently do not pay us or our affiliates any money, but they may in the future, in the form of license fees, commissions, promotional fees, advertising allowances, rebates, our annual convention promotions, or other payments.

ITEM 9.

FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in Agreement	Item in Disclosure Document
a.	Site selection and acquisition/lease	Not Applicable	Item 7
b.	Pre-opening purchases/leases	Paragraphs 8.2, 8.6 and 10.9 of Franchise Agreement	Items 6, 7, 8 and 11
c.	Site development and other pre-opening requirements	Not Applicable	Items 8 and 11
d.	Initial and ongoing training	Paragraphs 10.9 and 10.10 of Franchise Agreement	Items 7, 8 and 11
e.	Opening	Not Applicable	Item 11
f.	Fees	Paragraphs 4.1 - 4.4 of Franchise Agreement	Items 5, 6, 7 and 10
g.	Compliance with standards and policies/Operating Manual/Background Checks	Paragraphs 9.1, 10.5 and 10.6 of Franchise Agreement	Items 5, 8 and 11
h.	Trademarks and proprietary information	Recital A and Paragraphs 9.1, 9.2 and 9.4 of Franchise Agreement	Items 13 and 14
i.	Restrictions on products/services offered	Paragraphs 1.1, 6.1, 10.1, 10.8 and 16.2 of Franchise Agreement	Items 1, 15, 16 and 17
j.	Warranty and customer service requirements	Paragraphs 10.5 and 10.6 of Franchise Agreement	Items 5, 8 and 11
k.	Territorial development and sales quotas	Paragraphs 2.1, 2.2, 2.3 and 18 of Franchise Agreement	Item 12
l.	Ongoing product/service purchases	Not Applicable	Items 8 and 11
m.	Maintenance, appearance and remodeling requirements	Not Applicable	Not Applicable
n.	Insurance	Paragraphs 10.14 and 15.1 of Franchise Agreement	Items 6, 7 and 11
o.	Advertising	Paragraphs 2.3 2.4 and 2.5 of Franchise Agreement	Items 7, 8 and 11
p.	Indemnification	Paragraphs 15.1, 15.2 and 19.3 of Franchise Agreement	Not Applicable
q.	Owner's participation/ management/staffing	Paragraphs 10.3, 11.1, 11.2 and 16.3 of Franchise Agreement	Item 15
r.	Records/reports	Paragraphs 4.3, 12.1 and 17.1 of Franchise Agreement	Items 8 and 17
s.	Inspections/audits	Paragraphs 12.1 – 12.3 of Franchise Agreement	None
t.	Transfer	Paragraphs 13.1 – 13.4 of Franchise Agreement	Item 17
u.	Renewal	Paragraph 3.2 of Franchise Agreement	Item 17
v.	Post-termination obligations	Paragraphs 6.2, 6.3, 6.4, 15.2 and 17.1 – 17.4 of Franchise Agreement	Item 17

Obligation		Section in Agreement	Item in Disclosure Document
w.	Non-competition covenants	Paragraphs 6.1 – 6.10 of Franchise Agreement	Item 17
x.	Dispute resolution	Paragraphs 21 and 23.1 – 23.6 of Franchise Agreement	Item 17
y.	Certificate, Guarantee, and Assumption of Obligations by Owners	Exhibit B to Franchise Agreement	Item 15

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ITEM 10.

FINANCING

We self-finance the payment of a portion of your initial franchise fee. Of the $15,000 initial franchise fee, the $10,000 deferred amount is payable to us in weekly installments of $50.00 over the initial 200 weeks of your Franchise Agreement. We will deduct this amount from our weekly remittances to you, which are described in Item 6. We do not charge you interest on the unpaid balance of the initial franchise fee. We do not take a security interest or require any separate or personal guarantee related to this financing. If you default in the payment of weekly installments, we may terminate the franchise agreement and upon termination accelerate payment for the remaining balance due.

We do not guarantee any of your notes, leases or other obligations to third parties. We have no past or present practice or intent to discount or assign, in whole or in part, any obligations due us from you. Neither we nor any of our affiliates receive any payments from any entities for the placement of financing with such entities.

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ITEM 11.

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Frontier is not required to provide you with any assistance.

Before you open your business, Frontier will:

1. We will loan you one copy of our Operating Manual to use during the term of your Franchise Agreement. Our Operating Manual contains our standard operational procedures, specifications, policies, rules and regulations, with which you must comply. A copy of the table of contents of our Operating Manual is attached as *EXHIBIT D* (Franchise Agreement Section 10.5).

2. We will provide you initial training and access to our proprietary internet-based claims management system, "FACTS", and we require that you utilize this system within your operation and process all assignments on this system, doing so in accordance with the guidelines outlined in the Operating Manual. We provide support and maintenance for the system. We will have independent access to the data and information in the system; the system, including the customer data and all information stored in FACTS is the exclusive property of Franchisor and, upon termination of this agreement for any reason, remains with Franchisor (Franchise Agreement Section 10.8).

3. We will add you to the Errors & Omissions Insurance Policy that we maintain on behalf of all franchisees and Frontier. (Franchise Agreement Section 15.1)

4. You choose your own physical location. We do not require that we approve the area or site of your office. We do not provide you with any necessary equipment, signs, fixtures, opening inventory, or supplies, though we will provide you with any specifications and designated or approved suppliers for such items.

Frontier does not estimate the length of time between the signing of the Franchise Agreement (or the first payment of consideration for the franchise) and the opening of your business. You may open your business on the day the Franchise Agreement is fully executed if you have satisfied all your pre-opening requirements. The transaction of business usually commences within 15 days after the Franchise Agreement is signed.

After you open your business and during the operation of your business:

1. If you reasonably request, we will furnish reasonable additional assistance and advice concerning your performance under the Franchise Agreement and the operation of your franchise. (Franchise Agreement Section 10.10)

2. We will maintain a listing of Frontier Adjusters® advertised locations, currently on our website (www.frontieradjusters.com), which will be updated periodically. The listing and website, and all other advertising, is developed by an in-house advertising department. You may prepare and use your own advertising and promotional materials, but you must receive our approval before you use them. You must follow our policies and procedures in your promotion of, and solicitation on behalf of, your franchise and your distribution of advertising. There are no advertising restrictions on your use of electronic media, including the internet. However, your advertising and promotional materials must meet our standards.

We provide national advertising for all of our franchisees, at no expense to you. The advertising consists primarily of the publication of our website and listing of advertised locations, listings in insurance periodicals and/or insurance related websites promoting the use by insurance companies and self-insured organization of our franchisees.

No marketing fund currently exists but we may at any time during the term of the Agreement, in our sole discretion, create a marketing fund and require you to contribute to such marketing fund a fee of up to 1% of the gross receipts from your billings. We may use the fund for marketing, promotion and advertising; marketing research and development; franchisee individual or group advertising or marketing; local, regional, national, and international marketing; marketing on the internet; administration of advertising or marketing (including salaries, accounting, collection, legal, and other direct and indirect costs); related expenses; and any media or agency costs. The advertising may be disseminated in print, mail, telephone, radio, television, internet, or any other media. Coverage of the media may be local, regional, or national. The advertising may be prepared in-house or through various national or regional advertising agencies. We would not be required to spend any specific amount in your territory and expenditures may not be proportionate to contributions or provide any direct benefit to any franchisee. We have sole discretion how to spend the fund and have no fiduciary duty with regard to the fund. We make no representations that any particular expenditure made or benefit given will be for particular programs, particular franchisees, or particular locations or regions. No percentage of the marketing fund would be used directly for the solicitation of franchisees; however, some of our promotional materials may contain contact information for inquiries regarding Frontier Adjusters franchises.

All franchisees would be required to contribute to the fund. The fund would not be audited, but would be accounted for separately from our other funds and would not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the fund and its programs, including conducting market research, creating and preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the fund. Upon request, we would make available an annual unaudited statement of monies collected and costs incurred by the fund. We would maintain and administer the fund as we, in our sole discretion, may deem appropriate to promote the Frontier Adjusters® brand. We would direct all such programs, and would have sole discretion over the creative concepts, materials, and endorsements and media used in such programs, and the placement or allocation of such programs. We reserve the right to determine in our sole discretion the composition of all geographic territories and market areas for the implementation and development of such programs.

If, and when, such marketing fund is created, we may, in our sole discretion, create a franchise marketing advisory council comprised of franchisees for the purpose of serving as an advisory council to us with respect to marketing operations, new service suggestions and other matters relating to the use of the marketing fund. The advisory council will be established and operated according to the rules and regulations we periodically implement (Franchise Agreement Section 2.5). We may at any time, during the term of this Agreement, in our sole discretion, implement a Technology Fee/Customer Service Center Fee. Such a fee will not exceed 1% of the gross receipts from your billings and will be used to fund technological system enhancements and support the operations of the Customer Service Center (Franchise Agreement Section 2.6).

Franchisees are not required to participate in any local or regional advertising cooperative.

3. We will obtain and maintain insurance coverage for you for Errors & Omissions. You must reimburse us for the premiums and other costs and expenses necessary to keep in force for your

protection and ours an Errors & Omissions Insurance Policy in such amounts as we may reasonably determine. We will seek to obtain coverage on commercially reasonable terms (typically on a claims-made basis), consideration being given to the fact that each and every franchise shall be insured. (Franchise Agreement Section 15.1)

4. Because our franchisees are experienced in the area of adjusting, we do not provide start-up education and training. From time to time, we may offer training programs or materials as a convenience to our franchisees. We provide no mandatory training programs. We expect that you will maintain a level of continuing education and training commensurate with other experienced multi-line adjusters of insurance companies, self-insured entities and other independent adjusters. (Franchise Agreement Section 10.9)

5. Attached as *EXHIBIT D* is a copy of the table of contents of our current Operating Manual, which indicates the number of pages devoted to each topic and the total number of pages in the Operating Manual. The Operating Manual is current through the last day of our last fiscal year end, or a more recent date.

6. We will pay you weekly all collections we receive on your behalf, after deducting our royalty and any other applicable deductions. (Franchise Agreement Section 4.3)

The following are the hardware and software equipment and services you are required to have and maintain during the term of your Franchise Agreement:

A) Personal Computer with internet (Google Chrome) access capabilities

B) Cellular "Smartphone" with email and internet capabilities.

C) Internet service and a Frontier branded e-mail address.

D) Answering machine, voice mail, or an answering service.

E) A high speed – DSL, Cable, Satellite or equivalent – internet connection. Internet service must be established prior to opening the franchise.

We estimate the cost of a computer operating system to be $1,200. We may require you to update or upgrade any required hardware or software. (Franchise Agreement Section 10.8) We estimate the cost of ongoing maintenance, upgrades and or updates to be $500 or less per year.

At considerable investment of time and dollars, Frontier has developed its proprietary Claims Management System (CLM) called FACTS (Frontier Adjusters' Claims Tracking System). FACTS is a key feature in our network-wide effort to provide the highest levels of customer service and work product quality. FACTS enables our franchisees to monitor their franchise operation from a high level and to manage individual claim files at a detailed level. FACTS contains a built-in email program as well as many other attributes including a notes function, office administration, diary function, etc. Franchisees are currently required to use FACTS to manage claim assignments including, but not limited to, receiving and acknowledging all new claim assignments, storing all claim file work product to include photos (digital images), reports, estimates, correspondence, official reports, and any other document tied to a specific claim file. All file level billing activities including the preparation of time sheets and invoices will be completed and delivered from FACTS. We will have independent access to all data and information in the FACTS system, and there are no contractual limits to our access. The FACTS system, including the customer data and all information

stored in FACTS, is the exclusive property of Franchisor and, upon termination of this agreement for any reason, remains with Franchisor.

7. You have the sole discretion as to the prices to be charged to your customers, although we will offer you guidelines and advice. We do not set minimum or maximum prices at which you must sell products and services.

ITEM 12.

TERRITORY

The Franchise Agreements are for an advertised location and are specifically described in your Franchise Agreement. An advertised location is solely a geographic label with respect to which your franchise will be identified. You may only use our name in connection with your advertised location, and we will reference you on our website location finder in relation to your advertised location. Prior to the execution of your Franchise Agreement, a written description of the advertised location will be provided to you. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we or our affiliates control. Your advertised location will be one at which you want to carry on and conduct business, and will be at a location that you pick or propose as the location at which you are desirous of acting as the franchisee. However, your Franchise Agreement does not grant you the right, option or right of first refusal to operate additional Frontier franchised locations. If you want to change your advertised location, you must submit a written request, which we will accept or deny in our sole discretion.

Each franchisee is authorized to do business under the name "Frontier Adjusters [of a certain advertised location]." We reserve the right to enter into franchise agreements with other franchisees for any and all services, and for any and all advertised locations other than for the Franchised Services in your specific advertised location. We will determine when a franchisee provides different services from other franchisees and how to differentiate different advertised locations. In some areas there are numerous franchisees with similar advertised locations. For example, in the Greater Chicago area there could be different advertised locations such as Chicago/Aurora, Chicago/Arlington Heights, and Chicago/Cicero. In addition, there may be two or more of the same advertised locations, which are advertised as providing different services, such as Louisville and Louisville Appraisal Services. These two franchises are considered separate advertised locations.

You may market the Franchised Services, may conduct business anywhere and may operate or relocate your business anywhere, as long as you comply with the requirements of the Franchise Agreement, including specifically the proper use of our service marks and the proper designation of your advertised location. The right to conduct business throughout the United States includes the right to hire employees and independent contractors located both inside and outside of your advertised location. Additionally, there are no restrictions on you from soliciting or accepting business from clients outside your territory and you have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing. Again, you must use the proper designation of your advertised location when soliciting or accepting any business. We may enter into similar agreements with other franchisees, which include the right to follow specific losses and provide services throughout the United States. However, we will not enter into any franchise agreements with other franchisees that would allow the other franchisees to provide your Franchised Services using your advertised location name.

The term National Accounts is used to designate a national or regional account that typically requires service at many different locations. These national accounts are reserved unto us; however, to the extent that we refer business from such accounts to franchisees, including you, we shall, unless otherwise instructed by National Account customers, refer all such work to the franchisee or franchisees through the Customer Service Center utilizing the processes specified, i.e. will shall make reasonable efforts to refer such work to the franchisee or franchisees with the nearest advertised location to the situs of the specific matter, to the extent such franchisee is properly licensed, available, qualified and has the capacity and capability, in our reasonable judgment, to handle such referral (including compliance with any required processing capabilities and/or explicit terms/conditions as determined by us and/or customer). For National Accounts, we may set the maximum and/or minimum price which you may charge for defined services and

products. We will also require certain processing capabilities such as recommended computer programs including but not limited to the use of Franchisor's claims management system known as "FACTS". You have the option to participate in National Account arrangements. If you elect not to participate, we may authorize another party to service National Account assignments at or near your advertised location. We may also require you to sign a participation agreement which documents your willingness to participate in servicing National Accounts and agreeing to adhere to the terms and conditions required by National Accounts and Franchisor.

To best serve our customers, we provide various options for working with the Frontier office network, including you. These include, but are not limited to, the following:

1. Frontier Adjusters National and Regional Customer Program (FANRCP): For customers who anticipate making assignments to Franchisor, either on a regional or national basis, the Franchisor recommends and promotes the Frontier Adjusters National and Regional Customer Program, also known as FANRCP. If you elect to participate in FANRCP the following key attributes, which are subject to change, will be included:

- Simplified processes for making assignments to Frontier any time of the day or night
- Defined and measured service parameters for basic assignment tasks including one (1) business day acknowledgement, one (1) business day contact with insured and/or claimant, and defined time frames for the days to inspect damage, as appropriate and days to report back to the customer.
- Customer service to respond to customer queries
- Defined claims handling instructions / guidelines
- Standardized pricing, billing and payment terms
- A toll-free phone number to receive emergency or escalated claim assignment 24 hours per day
- A dedicated account manager for each FANRCP customer
- Period reports reflecting measurements of timeliness and quality
- Franchisees participating in FANRCP may be asked by Franchisor (or an affiliate of Franchisor) to execute an agreement (e.g. Participation Agreement) that documents franchisee's intention to adhere to any and all requirements of servicing FANRCP customers. Execution of such a participation agreement by franchisee may be a prerequisite for servicing FANRCP customers.

If you elect to participate in FANRCP you will, at the request of Franchisor:

- Visit certain designated FANRCP customers located within fifty (50) miles of Franchisee's Advertised Location. Franchisee will not be obligated to make more than a total of three (3) customer visits per calendar quarter.
- Submit follow-up visit reports to Franchisor as described in the Operating Manual.

2. Other National Accounts. Certain National Account customers may negotiate terms and conditions regarding the claim assignment process, the completion of assignments, and the return of completed work product directly with us. Such terms and conditions often apply to multiple independent adjusting companies. You may choose whether or not to accept such assignments on a customer by customer basis. If You elect to accept assignments you agree to adhere to the terms of such assignment as communicated by us in FACTS. If you do not elect to accept such assignments, all assignments the Customer Service Center receives that would have otherwise gone to your Advertised Location will be delivered to the nearest participating advertised location.

Additionally, other national, regional and local customers may set their pricing and service guidelines for independent adjusting services without previously negotiating certain terms with us and may elect to deliver assignments directly to the local Frontier Franchisee or utilize the Customer Services Center. You may elect not to accept such assignments on a case by case basis. If you do not elect to accept such assignments, all assignments the Customer Service Center receives that would have otherwise gone to Franchisee's Advertised Location will be delivered to the nearest participating advertised location.

If customers elect to transmit assignments directly to the local Frontier franchisee rather than go through the Franchisor's Customer Service Center as described in Section 1.5, customers may still set and communicate mandatory pricing, billing, and claims handling guidelines for use in servicing these customers and if you elect to accept such assignments you shall be obligated to strictly adhere to these billing and service guidelines.

3. Customer Service Center. National Account Customers and other customers may elect to transmit assignments to Franchisor's Customer Service Center. Unless instructed otherwise by customers, Franchisor shall make reasonable efforts to refer all such work to Franchisee or franchisees with the nearest advertised location to the situs of the specific matter, to the extent such franchisee is properly licensed, available, qualified, and has the capacity and capability, in Franchisor's reasonable judgment, to handle such referral. Franchisor currently determines the nearest advertised location using a pre-assigned zip code for each advertised location in conjunction with the office locator function on the Franchisor's website (www.frontieradjusters.com). Neither Frontier nor our affiliates are restricted from establishing other franchises or company-owned outlets or other channels of distribution or selling or leasing of similar services under a different trademark. We reserve the right to use alternative distribution, including the Internet, within your territory using the principal service marks. We will not pay compensation to you for soliciting or accepting business inside your territory.

Continuation of your franchise at its advertised location is dependent upon the achievement, after the first three months you signed your Franchise Agreement, of maintaining, for any three (3) calendar month period, gross billings of not less than either: (a) Ten Thousand Dollars ($10,000) for the Advertised Location as evidenced by the billings of Franchisee received by Franchisor for the Franchised Services actually performed by Franchisee not later than ten (10) days following the last day of each three (3) calendar month period or, (b) if you own multiple Advertised Locations, average gross billings of not less than Ten Thousand Dollars ($10,000.) per Advertised Location for all of your Advertised Locations for that same three (3) calendar month period. By way of example, if you own two (2) Advertised Locations and the first Advertised Location had gross billings of Six Thousand Dollars ($6,000) for the three (3) calendar month period and the second Advertised Location had gross billings of Twenty Thousand Dollars ($20,000) for the three (3) month calendar period, the average gross billings per Advertised Location for the three (3) month period would be Thirteen Thousand Dollars ($13,00) and the Minimum Performance requirement of Ten Thousand Dollars ($10,000) would be met for that three (3) month calendar period. In certain circumstances, we may agree to reduce the minimum requirement for gross billings in a three month period to reflect the market opportunities and/or the nature of the Franchised Services for any given advertised location or franchisee; however, in no circumstance will the minimum gross billings for any three month period be less than $10,000 If Franchisee operates more than one Advertised Location, Franchisor may determine an aggregate minimum gross billings requirement for all Advertised Locations operated by Franchisee. Such aggregate minimum gross billings requirement will be established in Franchisor's sole discretion and determined using a variety of factors including, but not limited to, number of Advertised Locations Franchisee operates, geographical location of the Advertised Locations, etc. Failure to maintain that volume of billings authorizes us to terminate your Franchise Agreement.

One or more affiliates or divisions owned by Davies US and operating under various "Davies" trade names offer some services that are similar to the services offered by Frontier franchisees, such as

adjusting for certain types of first-party property, transportation, casualty, and specialty trucking claims. These affiliates or divisions do not have the same principal business address as us. Just like Frontier franchisees, these affiliates and divisions may solicit and accept orders from anywhere, but they generally contract with different categories of carriers or claims than those that Frontier franchisees generally work with or on. We do not provide any type of support to these Davies affiliates.

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ITEM 13.

TRADEMARKS

Under the Franchise Agreement, Frontier grants to you the right to operate and carry on and conduct business using the FRONTIER®, FRONTIER ADJUSTERS®, and FRONTIER ADJUSTERS (with logo)® service marks (the "Service Marks"). You may not use any service marks other than the Service Marks in connection with the operation of your franchise.

We have registered and renewed the following Service Marks on the Principal Register of the U.S. Patent and Trademark Office ("PTO"):

MARK	REGISTRATION NUMBER AND CLASS	REGISTRATION DATE
FRONTIER	1,082,892 (IC 36)	January 17, 1978
FRONTIER ADJUSTERS	3,494,429 (IC 36)	November 13, 2007

All required affidavits with respect to these registered Service Marks have been filed.

Not all parts of the following principal Service Mark are registered with the PTO:

Frontier Adjusters
A Davies Company

Use of the words FRONTIER ADJUSTERS—in any font or style and whether used alone or with other accompanying or background design elements—is protected by our federal registration for the word mark FRONTIER ADJUSTERS noted above. The "D" logo with colored shapes and A DAVIES COMPANY are protected as common law trademarks, but are not registered with the PTO. Therefore, these elements of this trademark do not have the legal benefits and rights of a federally-registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We do not have in effect any registered or pending trademarks or service marks in any states.

We know of no prior rights or infringing uses that could materially affect your use of the Service Marks in any states other than in the area of Buffalo, New York.

There are no currently effective determinations of the PTO, the trademark administration of any state, or any court, regarding any interference, opposition or cancellation proceeding or any pending material litigation involving the Service Marks, or any other names, logotypes or other commercial symbols, or that would significantly limit our rights to use or license the Service Marks.

There are no agreements currently in effect that significantly limit Frontier's right to use or license the use of the Service Marks in any manner material to the franchise. Frontier does not assume any obligation to protect your right to use the Service Marks or to defend you against any infringement, unfair competition, or other claim respecting your use of any name or mark. Frontier will take action as it deems

appropriate regarding any infringement, challenge or claim involving the Service Marks, and retains the sole right to control exclusively any litigation or other proceeding involving the Service Marks.

If Frontier is not able to effectively protect itself against the use of trade names, trademarks or service marks, similar to the Service Marks, or if Frontier's Service Marks are found to infringe upon the proprietary rights of third parties, Frontier's and your businesses could be materially adversely affected. If we require you to modify or discontinue the use of the trade names, trademarks, or service marks, you do not have any right to compensation or otherwise from us.

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ITEM 14.

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or copyrights are material to the franchise, other than Frontier's copyright in the Operating Manual, and our computer programs. You may use the proprietary information in the Operating Manual and our computer programs solely in connection with operating the franchise, and for no other purposes. We have not filed an application for a copyright registration for the Operating Manual, but we claim a common law copyright in the Operating Manual and we treat the information in the Operating Manual as confidential and proprietary. You must treat the Operating Manual and the information contained in it as confidential and proprietary. You must also ensure your employees treat the Operating Manual and the information contained in it as confidential and proprietary.

Upon our request, your managers and any other employee or affiliate who has access to any of our confidential information must sign a written agreement (on our standard form) imposing an obligation of confidence regarding such confidential information. We may require your shareholders, members, partners or owners to sign a similar written agreement.

Our computer programs are confidential and if provided, will be provided to you under a revocable license. Any of your employees who have access to your password and log-in name for Frontier Net, our proprietary intranet site, must sign a confidentiality agreement.

If Frontier decides to add, modify or discontinue the use of an item or process covered by a patent or copyright, you must do so. Currently, there are no pending patent applications that are material to the franchise.

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ITEM 15.

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

You are obligated to devote sufficient time and effort to ensure the success of the business at the advertised location, and shall not permit any other venture to materially interfere in any way with the operation of the franchise business. At least one individual who owns or holds twenty percent (20%) or more of the franchisee's stock or ownership interests and is licensed (to the extent required by state law in each state in which the franchisee operates) must be actively involved in the day-to-day operation of the Franchise. By way of example, day-to-day involvement in the operation of the Franchise would typically include, but not be limited to, (i) either personally handling customer assignments or supervising staff who are handling customer assignments, (ii) preparing and/or reviewing reports and invoices prior to being submitted to customers, (iii) marketing and promoting the services provided by the Franchise, and (iv) working directly with customers and Franchisor's corporate office staff to ensure the effective operation of the Franchise.

You must not perform or commit any act prejudicial or injurious to Frontier's goodwill, and name or Service Marks (including but not limited to instituting or threatening to institute any legal action against any customer of Franchisee or any of Franchisor's customers, not paying vendors timely for services rendered, etc.), and you must receive our prior written permission in order to conduct any other business from the franchised premises.

Except as otherwise provided in the Franchise Agreement, all functions involving discretion and judgment in the operation of the franchise business are granted to you without limitation, which includes all employment activities. We recommend on-premises supervision and participation by the designated owner, but you may have a designated officer or manager for on-premises supervision as long as the designated owner is actively involved in the day-to-day operation of the Franchise. We look to you to run and operate the franchise and do not require any information as to whom you employ, other than to the extent necessary to ensure that managers and employees who have access to our confidential information have signed the confidentiality agreements referenced in Item 14. We do not require any on-site supervisor that is not the designated owner to complete any training we may offer.

Each of your owners, partners, shareholders, or members, as applicable, must sign the Franchise Agreement and agree to be personally bound by certain provisions of the Franchise Agreement. In addition, each person who owns 20% or more of your entity (and their respective spouses, if married) must sign a Certificate, Guarantee and Assumption of Obligations, which is attached as Exhibit B to the Franchise Agreement.

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ITEM 16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only offer the Franchised Services, which will be described in Section 1.1 of your Franchise Agreement. We have the right to change the types of authorized goods and services and there are no limits to our right to make changes. In addition, you may not practice law, provide temporary employees to insurance agencies or brokers, or provide public adjusting services. You may not own, participate in, operate or conduct an insurance adjusting business competitive with that provided for in the Franchise Agreement. Additionally, you may not accept any employment for compensation from any person other than in connection with the performance of services arising pursuant to the Franchise Agreement. You must have our prior written permission in order to operate any other businesses or business activities in or from the premises at which you operate the franchise business. You are not required to provide all of the Franchised Services authorized in the Franchise Agreement, but if you are unable or unwilling to provide a service you must refer any referrals or inquiries for such service to us within 24 hours.

You must comply with all applicable laws and regulations, including state and federal regulations, and obtain all appropriate governmental approvals for the franchise. To ensure that the highest degree of quality and service is maintained, you must operate the franchise in strict conformity with our required methods, procedures, policies, standards and specifications as outlined in the Operating Manual and as we may otherwise state in writing. You must not deviate from our standards and specifications without our prior written consent.

In addition to the franchise rights described in Section 1.1 of the Franchise Agreement, we grant you a right of first refusal to include as part of your Franchised Services any new products or services offered by us to our franchisees as and when we add such new products and services. You must accept this right of first refusal within thirty (30) days after receipt of written notice from us of the new products or services. We may prescribe reasonable equipment or service standards or requirements for you to meet to qualify for the additional products or services. Your written acceptance of a right of first refusal will indicate that you can meet these standards and requirements. Upon acceptance of the right of first refusal, the new products or services will be included in the definition of Franchised Services and as such will be covered by, and included in, the terms of the Franchise Agreement.

You have the sole discretion as to the prices to be charged to your customers, although we will offer you guidelines and advice. On certain National Accounts, we may set the maximum and minimum price which you may charge for defined services and products. You have the option not to participate in these National Account arrangements. If you elect not to participate, we may authorize another party to perform the work at or near your advertised location.

You may market the Franchised Services, may conduct business anywhere and may operate or relocate your business anywhere, as long as you comply with the requirements of the Franchise Agreement, including specifically the proper use of our service marks and the proper designation of your advertised location. The right to conduct business throughout the United States includes the right to hire employees and independent contractors located both inside and outside of your advertised location. Additionally, there are no restrictions on you from soliciting or accepting business from clients outside your territory and you have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing. Again, you must use the proper designation of your advertised location when soliciting or accepting any business. National Accounts are also reserved to us, as described in Item 12.

ITEM 17.

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists important provisions of the franchise agreement. You should read these provisions in the Franchise Agreement attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision	Paragraph in Franchise Agreement	Summary
a. Length of the franchise term	Paragraph 3.1	Five years.
b. Renewal or extension of the term	Paragraph 3.2	If you are in good standing you may renew for an additional five years.
c. Requirements for franchisee to renew or extend	Paragraph 3.2	You must be in compliance under your existing agreement/have complied with all of the terms of the existing Agreement, give 90 days prior written notice, and sign a new agreement. To renew your advertised location for another 5 years, Franchisee must execute and deliver a new Agreement in such form as will be the form then being used for franchisees by Franchisor (which has been approved or filed with the states requiring state approval). Franchisor must also deem you to have the necessary physical and technical capabilities to perform the franchised services in the renewal term and reserves the right to confirm such capabilities as evidenced and/or demonstrated in the prior Agreement term. You must sign a contract which could include materially different terms and conditions from your original contract. You must also sign a Waiver and Release of Claims Agreement.
d. Termination by franchisee	Not Applicable	Any time by notice and arrangement for transfer of telephone and post office box and payment in full of any outstanding sums owed to Frontier.
e. Termination by franchisor without cause	Not Applicable	Frontier may terminate only for cause.
f. Termination by franchisor with cause	Paragraphs 4.3, 10.1, 16.1, 16.2, 16.3 and 18	Frontier may terminate for cause.
g. "Cause" defined—curable defaults	Paragraph 16.1	Frontier may terminate any and all franchises granted to you, if you are in breach of any of your franchise agreements, unless within 30 days you cure any breach not listed under h. below.

Provision	Paragraph in Franchise Agreement	Summary
h. "Cause" defined—non-curable defaults		Noncurable defaults are:
	Paragraph 4.3	You negotiate checks for services rendered or you bill any client on an invoice not furnished or provided by Frontier.
	Paragraph 10.1	Engaging in public adjusting or practicing law.
	Paragraph 16.2	Conviction of an offense related to the franchise; bankruptcy or insolvency (this provision may not be enforceable under federal bankruptcy law); assignment for the benefit of creditors or disposition of assets; conduct that materially impairs the goodwill associated with the Service Marks; failure to strictly comply with the arbitration process as set out in the Agreement; operation of any other business or business activity from the franchise premises; failure to devote at least 80% of time to the operation of the franchise; you fail to renew a license required by state or local law; you fail to maintain telephone listing; you receive 3 or more notices of default within a 24-month period; you fail to respond to us within five business days; or you bill any client on an invoice not furnished or provided by us.
	Paragraph 16.3	You abandon the franchise.
	Paragraph 18	You fail to meet minimum gross billing requirements of $10,000 for any three month period after the first three months.
i. Franchisee's obligations on termination/non-renewal	Paragraph 15.1	You will be responsible for reimbursing and indemnifying us for errors and omissions claims.
	Paragraph 17.1	Books, records, operating manuals, client lists and files become property of Frontier, and you will deliver them to us; you will stop using the Service Marks.
	Paragraph 17.2	We have the right to enter your business premises to perform the Franchised Services.
	Paragraph 17.3	You grant us a power of attorney to transfer to us all telephone, facsimile, electronic mail listings, email address and all post office boxes, all of which we may access and use.
j. Transfer of contract by franchisor	Paragraphs 13.1 and 22	We may transfer. Agreement is binding on our successors and assigns.
k. "Transfer" by franchisee—defined	Paragraph 13.2	Requires Frontier's approval.
l. Franchisor approval of transfer by franchisee	Paragraph 13.2	Frontier's approval is required; cannot be unreasonably withheld.
m. Conditions for Franchisor approval of transfer	Paragraph 13.3	Conditions include new franchisee qualifies and enters into new contract, payment of all sums due Frontier, you sign a termination agreement, we approve the general terms of your purchase agreement, you and your owners reaffirm post-termination non-compete covenant, and you or new franchisee pays us $500 for the transfer fee.

Provision	Paragraph in Franchise Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Paragraph 13.4	Prior to your proposed transfer, Frontier has 30 days to accept stated terms and 60 days to consummate purchase.
o. Franchisor's option to purchase franchisee's business	Paragraph 13.4	See n. above.
p. Death or disability of franchisee	Paragraphs 14.1 and 14.2	Franchise can be operated by heirs/devisees or other owners if they meet qualifications or they may sell franchise, or part of that, subject to our right of first refusal.
q. Non-competition covenants during the term of the franchise	Paragraph 6.1	No involvement in business that could be competing with Frontier or its franchisees. These provisions are subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	Paragraph 6.2	No competing business for two years in your advertised location or within 100 miles of that location. These provisions are subject to state law.
s. Modification of the agreement	Paragraph 22	Neither party may modify Agreement without consent of other party.
t. Integration/merger clause	Paragraph 25.5	All agreements among the parties are in the Franchise Agreement and its exhibits. Nothing in this agreement is meant to disclaim any representations made in the Franchise Disclosure Document or its attachments or addenda. These provisions are subject to state law.
u. Dispute resolution by arbitration or mediation	Paragraphs 21 and 23.1 – 23.6	Sole remedy for resolution of disputes is binding arbitration in Cleveland, Ohio except when injunctive relief is required, then Franchisor may apply for injunctive relief in court. Unless the arbitrator determines otherwise, costs of arbitration shall be borne by each party, with the parties splitting the cost of the arbitrator; no consolidation of disputes. These provisions are subject to state law.
v. Choice of forum	Paragraphs 21, 23.1 and 23.2	Ohio. These provisions are subject to state law.
w. Choice of law	Paragraph 21	Ohio law applies, except to the extent of federal law respect to trademark and service mark matters; your state law may apply to the non-competition covenants. These provisions are subject to state law.

ITEM 18.

PUBLIC FIGURES

Frontier does not use any public figures to promote its franchises.

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ITEM 19.

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose information about the actual or potential financial performance of its franchise and/or franchisor-owned outlets, if there is a reasonable basis for the information, and 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 performance at a particular location or under particular circumstances.

The data below features three different aspects of the Frontier franchise: (i) claim assignment amounts, (ii) gross billings to customers, and (iii) number of Advertised Locations. These tables reflect financial and business data from July 1, 2021 to June 30, 2022 for Advertised Locations that have been operational for the full fiscal year. As of June 30, 2022, there were 548 total advertised locations that were operational for the full fiscal year owned and operated by a total of 99 Frontier franchisees. Results are rounded to the nearest whole number.

Annual Claim Assignment Count

Number of Claim Assignments per Franchisee	**Amount**	**Number of Franchisees that met or surpassed Average**
Top 25%	948	29 of 99 (29%)
Average	389	
Median	169	
Bottom 25%	96	

Number of Claim Assignments per Outlet	**Amount**	**Number of Outlets that met or surpassed Average**
Top 25%	166	278 of 548 (51%)
Average	70	
Median	43	
Bottom 25%	16	

Annual Gross Billings

Gross Billings per Franchisee	Amount	Number of Franchisees that met or surpassed Average
Top 25%	$714,997	29 of 99 (29%)
Average	$279,882	
Median	$152,667	
Bottom 25%	$56,150	

Gross Billings per Outlet	Amount	Number of Outlets that met or surpassed Average
Top 25%	$120,993	171 of 548 (31%)
Average	$50,563	
Median	$33,417	
Bottom 25%	$11,168	

*Gross Billings means the total amount of billings by the franchised business with no adjustments for deductions.

Locations per Franchisee

Number of Locations per Franchisee	Amount	Number of Franchisees that met or surpassed Average
Top 25%	12	27 of 99 (27%)
Average	6	
Median	5	
Bottom 25%	3	

Written substantiation for this data is available upon reasonable request. This information has not been audited.

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

The amounts included in this Item 19 do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figure to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Frontier Adjusters business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

Other than the preceding financial performance representation, Frontier Adjusters does not make any financial performance representations. We also do not authorize our employees or representatives to make, any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our Legal and Compliance Department, which maintains offices located at 26 Century Blvd., Ste. NT350, Nashville, TN 37214 and (800) 426-7228, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.

LIST OF OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System wide Outlet Summary
For years 2020-2022 Ending June 30, 2022

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at Start of the Year	Column 4 Outlets at End of the Year	Column 5 Net Change
U.S. Franchised	2020	621	614	-7
	2021	614	610	-4
	2022	610	587	-23
Outside U.S. Franchised	2020	1	1	0
	2021	1	1	0
	2022	1	0	-1
Company-Owned	2020	2	0	-2
	2021	0	0	0
	2022	0	0	0
Total	**2020**	**624**	**615**	**-9**
	2021	**615**	**611**	**-4**
	2022	**611**	**587**	**-24**

The table above has been changed for years 2020, 2021, 2022 to correct a prior tracking error that caused our previous disclosures to be incorrect by a count of 2.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For years 2020-2022 Ending June 30, 2022

Column 1 State	Column 2 Year	Column 2 Number of Transfers
Arkansas	2020	0
	2021	1
	2022	0
Arizona	2020	0
	2021	6
	2022	0
California	2020	0
	2021	0
	2022	3
Colorado	2020	0
	2021	6
	2022	0
Florida	2020	1
	2021	0
	2022	0

Column 1 State	Column 2 Year	Column 2 Number of Transfers
Georgia	2020	0
	2021	1
	2022	0
Illinois	2020	16
	2021	15
	2022	0
Indiana	2020	1
	2021	2
	2022	3
Iowa	2020	0
	2021	5
	2022	0
Kansas	2020	1
	2021	0
	2022	0
Kentucky	2020	2
	2021	5
	2022	0
Louisiana	2020	0
	2021	0
	2022	0
Maine	2020	3
	2021	3
	2022	0
Massachusetts	2020	5
	2021	0
	2022	3
Michigan	2020	0
	2021	0
	2022	1
Minnesota	2020	0
	2021	0
	2022	0
New Hampshire	2020	1
	2021	0
	2022	0

Column 1 State	Column 2 Year	Column 2 Number of Transfers
New Jersey	2020	2
	2021	0
	2022	0
New Mexico	2020	0
	2021	0
	2022	0
New York	2020	0
	2021	0
	2022	0
North Carolina	2020	0
	2021	0
	2022	0
Ohio	2020	2
	2021	2
	2022	2
Oklahoma	2020	3
	2021	0
	2022	0
Pennsylvania	2020	4
	2021	0
	2022	0
Rhode Island	2020	1
	2021	0
	2022	0
South Dakota	2020	0
	2021	0
	2022	0
Tennessee	2020	0
	2021	1
	2022	0
Texas	2020	0
	2021	5
	2022	2
Utah	2020	0
	2021	0
	2022	0

Column 1 State	Column 2 Year	Column 2 Number of Transfers
Washington	2020	0
	2021	0
	2022	5
West Virginia	2020	5
	2021	5
	2022	0
Wisconsin	2020	10
	2021	7
	2022	0
Wyoming	2020	0
	2021	2
	2022	2
Total	**2020**	**58**
	2021	**65**
	2022	**19**

Table No. 3
Status of Franchised Outlets
For years 2020-2022 Ending June 30, 2022

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
Alabama	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	1	0	0	0	8
Alaska	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arizona	2020	15	0	0	0	0	0	15
	2021	15	0	1	0	0	0	14
	2022	14	0	0	0	0	0	14
Arkansas	2020	11	10	10	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	0	0	11
California	2020	38	3	0	0	0	0	41
	2021	41	0	0	0	0	0	41
	2022	41	0	2	0	0	0	39
Colorado	2020	26	0	2	0	0	0	24
	2021	24	0	0	0	0	0	24
	2022	24	0	0	0	0	0	24

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
Connecticut	2020	7	0	0	1	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Delaware	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
DC	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	32	0	0	0	0	0	32
	2021	32	0	0	0	0	0	32
	2022	32	0	2	0	0	0	30
Georgia	2020	23	1	1	0	0	0	23
	2021	23	1	1	0	0	0	23
	2022	23	0	1	0	0	0	22
Hawaii	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	1	0	0	1
Idaho	2020	6	0	0	0	0	0	6
	2021	6	1	1	0	0	0	6
	2022	6	0	0	0	0	0	6
Illinois	2020	28	0	3	0	0	0	28
	2021	28	0	1	0	0	0	27
	2022	27	0	3	0	0	0	24
Indiana	2020	12	1	0	0	0	0	13
	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13
Iowa	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
Kansas	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Kentucky	2020	11	0	0	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	0	0	11
Louisiana	2020	8	1	1	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	2	3	0	0	0	7
Maine	2020	6	0	2	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
Maryland	2020	11	0	0	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	0	0	11
Massachusetts	2020	17	0	1	0	0	0	16
	2021	16	0	0	0	0	0	16
	2022	16	1	6	0	0	0	11
Michigan	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Minnesota	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
Mississippi	2020	12	4	4	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
Missouri	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	1	0	0	0	11
Montana	2020	5	0	0	0	0	0	5
	2021	5	1	1	0	0	0	5
	2022	5	0	0	0	0	0	5
Nebraska	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Nevada	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	1	0	0	0	0	7
New Hampshire	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
New Jersey	2020	18	0	0	0	0	0	18
	2021	18	0	0	0	0	0	18
	2022	18	0	0	0	0	0	18
New Mexico	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
New York	2020	21	0	0	0	0	0	21
	2021	21	0	0	0	0	0	21
	2022	21	0	2	0	0	0	19
North Carolina	2020	17	0	0	0	0	0	17
	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	0	0	17

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
North Dakota	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Ohio	2020	15	2	0	0	0	0	17
	2021	17	1	0	0	0	0	18
	2022	18	0	0	0	0	0	18
Oklahoma	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
Oregon	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
Pennsylvania	2020	23	0	0	0	0	0	23
	2021	23	0	0	0	0	0	23
	2022	23	0	0	0	0	0	23
Rhode Island	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	1	0	0	0	3
South Carolina	2020	13	1	1	0	0	0	13
	2021	13	0	0	0	0	0	13
	2022	13	0	1	0	0	0	12
South Dakota	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Tennessee	2020	8	1	1	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Texas	2020	45	0	0	0	0	0	45
	2021	45	0	0	0	0	0	45
	2022	45	6	10	0	0	0	41
Utah	2020	10	0	0	0	0	0	10
	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
Vermont	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Virginia	2020	14	0	0	0	0	0	14
	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
Washington	2020	16	0	0	0	0	0	16
	2021	16	1	1	0	0	0	16
	2022	16	0	0	0	0	0	16

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
West Virginia	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	1	0	0	0	0	7
Wisconsin	2020	15	0	3	0	0	0	12
	2021	12	0	1	0	0	0	11
	2022	11	0	1	0	0	0	10
Wyoming	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
U.S. Total	**2020**	**621**	**24**	**30**	**0**	**0**	**0**	**614**
	2021	**614**	**6**	**8**	**2**	**0**	**0**	**610**
	2022	**610**	**12**	**34**	**1**	**0**	**0**	**587**
Canada	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
Bahamas, Nassau	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Total	**2020**	**621**	**24**	**30**	**1**	**0**	**0**	**614**
	2021	**614**	**6**	**9**	**0**	**0**	**0**	**611**
	2022	**611**	**12**	**35**	**1**	**0**	**0**	**587**

Table No. 4
Status of Company-Owned Outlets
For years 2020-2022 Ending June 30, 2022

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisees	Col. 8 Outlets at End of the Year
Ohio	2020	2	0	0	0	2	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Total	**2020**	**2**	**0**	**0**	**0**	**0**	**2**
	2021	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5
Projected Openings as of June 30, 2022

Column 1 State	Column 2 Agreements Signed But Businesses Not Open	Column 3 Projected New Franchised Outlets in Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Michigan	0	1	0
Ohio	0	1	0
Tennessee	0	1	0
Texas	0	1	0
Other States	0	0	0
Total	**0**	**4**	**0**

Exhibit F lists all the names of the current franchisees and the addresses and telephone numbers of their outlets as of June 30, 2022.

Exhibit I lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do businessunder the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system. Also, there are no trademark-specific franchisee organizations associated with the franchise system being offered.

We are not currently aware of any trademark-specific franchisee organization associated with our franchise system.

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ITEM 21.

FINANCIAL STATEMENTS

Attached hereto as *EXHIBIT C* are the audited Consolidated Financial Statements of Frontier Adjusters, Inc., and subsidiary for the years ending June 30, 2022, 2021, and 2020; and interim unaudited financial statements for the period ended February 28, 2023.

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ITEM 22.

CONTRACTS

All proposed agreements regarding the franchise offering are attached as follows:

Exhibit B – Franchise Agreement, with the following attached exhibits:
- Exhibit A: Certificate, Guarantee and Assumption of Obligations
- Exhibit B: Post Office, Telephone and Internet Power of Attorney
- Exhibit C: Hardware and Software
- Exhibit D: Compliance Certification Form

Exhibit F – State Specific Addenda
Exhibit G – Termination Agreement
Exhibit I – Waiver and Release of Claims

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ITEM 23.

RECEIPT

Two copies of the required receipt are included as the last two pages of this Disclosure Document.

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EXHIBIT A

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

LIST OF STATE REGULATORY AUTHORITIES AND AGENTS FOR SERVICE OF PROCESS IN CERTAIN STATES

EXHIBIT A

NAMES AND ADDRESSES OF STATE REGULATORY AUTHORITIES AND AGENTS FOR SERVICE OF PROCESS IN CERTAIN STATES

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
California	Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 (866) 275-2677 One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov	Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 (866) 275-2677 One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov
Connecticut	Banking Commissioner 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	[Not Applicable]
Florida	Dept of Agriculture & Consumer Services Division of Consumer Services 2005 Apalachee Pkwy. Tallahassee, FL 32399-6500 (850) 410-3800	[Not Applicable]
Hawaii	Business Registration Division Department of Commerce & Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii, Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street Room 203 Honolulu, HI 96813 (808) 586-2722
Illinois	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465
Indiana	Indiana Secretary of State Securities Division, E-111 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 576-6360	Maryland Securities Commissioner at the Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 576-6360
Michigan	Consumer Protection Division Michigan Department of Attorney General G. Mennen Williams Building, 1st Floor 525 W. Ottawa Street Lansing, MI 48933 (517) 373-7117	Michigan Department of Consumer and Industry Services Corporations, Securities & Commercial Licensing Bureau P.O. Box 30018 Lansing, MI 48909 2407 N Grand River Ave Lansing, MI 48906 (517) 241-6470
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600
Nebraska	Staff Attorney Department of Banking and Finance Commerce Court 1230 "O" Street, Suite 400 Lincoln, NE 68508-1402 (402) 471-3445	[Not Applicable]
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St., 21st Floor New York, NY 10005 (212) 416-8222	New York Secretary of State 99 Washington Avenue Albany, NY 12231 (518) 473-2492
North Dakota	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept 414 Bismarck, ND 58505 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept 414 Bismarck, ND 58505 (701) 328-4712
Oregon	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	[Not Applicable]
Rhode Island	Department of Business Regulation State of Rhode Island Securities Division Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 (401) 222-3048	Director Department of Business Regulation State of Rhode Island Securities Division 1511 Pontiac Avenue John O. Pastore Center Cranston, RI 02920 (401) 462-9588

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
South Dakota	Department of Labor and Regulation Division of Insurance Securities Regulation 124 S Euclid, Second Floor Pierre SD 57501 (605) 773-3563	Director, Department of Labor and Regulation Division of Insurance Securities Regulation 124 S Euclid, Second Floor Pierre, SD 57501 (605) 773-3563
Texas	Secretary of State Statutory Document Section 1019 Brazos Austin, Texas 78701 (512) 475-0775	[Not Applicable]
Utah	Division of Consumer Protection Utah Department of Commerce 160 East 300 South Salt Lake City, UT 84111 (801) 530-6601	[Not Applicable]
Virginia	State Corporation Commission Division of Securities and Retail Franchising Ninth Floor 1300 East Main Street Richmond, VA 23219 (804) 371-9051	Clerk, State Corporation Commission 1300 East Main Street, First Floor Richmond, VA 23219 (804) 371-9733
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-0448	Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-2139
Federal Trade Commission	Bureau of Consumer Protection 600 Pennsylvania Avenue, NW Washington, D.C. 20580 (877)-382-4357	[Not Applicable]

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process.

There may also be additional agents appointed in some of the states listed.

EXHIBIT B

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT WITH SCHEDULES ATTACHED

FRANCHISE AGREEMENT

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Contract Number: _____

FRANCHISE AGREEMENT

DATE: _____

SCHEDULED TERMINATION DATE: _____

FRANCHISOR: FRONTIER ADJUSTERS, INC., a Colorado corporation,
26 Century Boulevard Suite NT350 Nashville, Tennessee 37214

FRANCHISEE: FRONTIER FRANCHISEE/FRANCHISEE
d/b/a Frontier Adjusters of Any Office, Any State

ADVERTISED LOCATION: City, State_____

ZIP CODE ASSOCIATED WITH ADVERTISED LOCATION: _____

RECITALS

The Parties acknowledge, represent and warrant that:

A. Franchisor is the owner of the trade secrets, concepts, operating system, and the service marks now or hereafter involved in the operation of insurance adjusting offices using the style, service marks and trade names FRONTIER®, FRONTIER ADJUSTERS (with logo)®, and numerous derivations, and the business and goodwill associated with said names (collectively, the "*Marks*").

B. Franchisor is engaged in the business of franchising advertised locations, from which franchisees provide services including: inspections, appraisals, estimates, third-party claims administration, risk management services, and investigations in connection with and using the Marks.

C. Franchisor and its franchisees enjoy an enviable reputation among insurance companies, insurance brokers, and self-insured entities, and the maintenance of good operational ethics and standards by each franchisee is essential if the business and reputation of Franchisor are to be maintained.

D. Many insurance companies, third party claims administrators and self-insured entities deal and transact business with Franchisor's franchisees, and the neglect or mishandling of the business of any one insurance company or self-insured entity can have a devastating effect on the business relationship of many, if not all, of Franchisor's franchisees. Mishandling includes but is not limited to failure to complete

all aspects of the claim assignment, late reporting, quality issues in the work product raised by the customer, and other issues raised by the customer in connection with the claim assignment.

E. A principal owner of franchisee has completed and submitted to Franchisor a Franchisee Application. Franchisor is relying on the truth and accuracy of the information contained in the Franchisee Application in entering into this Agreement.

F. If Franchisee is executing this agreement as a renewal of a franchise, Franchisor and Franchisee hereby mutually release, acquit, and forever discharge each other, including parents, subsidiaries or related companies, and its and their past and present officers, directors, and employees from any and all claims, liabilities, damages, expenses, actions or causes of action arising from their previous business dealings.

AGREEMENT

In consideration of the promises, covenants and agreements herein set forth, IT IS MUTUALLY AGREED AS FOLLOWS:

1. LICENSE GRANTS

1.1 Grant of Franchise. Franchisor hereby grants to Franchisee, upon the terms and conditions contained in this Agreement, the non-exclusive right, license and privilege, and Franchisee undertakes the obligation, to operate a Frontier Adjusters franchise (the "*Franchise*") using the Marks to provide a full service adjusting Franchise which shall, at a minimum, provide the following services: Casualty Claims Adjusting (GLBI), First Party Property Damage Estimates, Third Party Property Damage (GLPD), Auto Physical Damage, Heavy Equipment, Cargo, and Mediations; and may include at Franchisee's election Third Party Claims Administrative/Risk Management Services/Inspections (collectively, the "*Franchised Services*"); in connection with the location described as _____ (the "*Advertised Location*").

1.2 License to Use Marks. Franchisor hereby grants to Franchisee, upon the terms and conditions contained in this Agreement, the non-exclusive right, license and privilege to use the then current Marks in connection with providing the Franchised Services. Franchisor will notify Franchisee of any changes to the Marks.

1.3 Right of First Refusal Regarding Additional Products or Services. In addition to the license grants stated above, Franchisor grants to Franchisee a right of first refusal to include as part of this Agreement any new products or services offered by Franchisor to its franchisees as and when such new products and services are added by Franchisor. This right of first refusal must be accepted in writing by Franchisee within thirty (30) days after receipt of written notice by Franchisor of the new products or services. Franchisor's written notice shall describe the new products or services and outline the equipment, service standards or requirements reasonably set by Franchisor. Franchisee's written acceptance of this right of first refusal shall indicate that Franchisee can meet the standards and requirements set by Franchisor. Upon acceptance of this right of first refusal, the new products or services will be included in the definition of Franchised Services and as such covered by, and included in, the terms of this Agreement.

1.4 Franchisor's Reservation of Rights; National and Regional Accounts. Franchisor's sales staff concentrates its' efforts on developing National and Regional Accounts (hereafter referred to as "National Accounts") that typically require service at many different locations. As a result, Franchisor has and expects to continue to have National Accounts that require activities at or near the Advertised Location. Franchisee acknowledges that such National Accounts are reserved unto Franchisor; however, to the extent that Franchisor refers business from such accounts to its Franchisees, Franchisor shall, refer all such work

to Franchisee or franchisees through the Customer Service Center utilizing the processes specified in Section 1.5.

On National Accounts, Franchisor may set the maximum and minimum prices that Franchisee may charge and such prices will be available for Franchisee to review on Franchisor's claims management system known as FACTS. Franchisor will also require certain processing capabilities such as the use of recommended computer programs, including but not limited to, the use of FACTS, and adherence to specific service, billing and reporting standards as may be negotiated with National Account customers. Franchisee's participation in servicing National Accounts is optional. If Franchisee chooses to participate in National Accounts, Franchisor may also require Franchisee to sign a participation agreement that documents Franchisee's willingness to participate in servicing National Accounts and agreeing to adhere to the terms and conditions required by National Accounts and Franchisor. The terms of such participation agreement may be modified by Franchisor from time to time. To best serve National Accounts, Franchisor provides various servicing options for National Account Customers described below in detail.

1.5 Customer Service Center. National Account Customers and other customers may elect to transmit assignments to the Franchisor's Customer Service Center. Unless instructed otherwise by customers (i.e. the customer may request a specific Franchisee), Franchisor shall make reasonable efforts to refer all such work to Franchisee or franchisees with the nearest advertised location to the situs of the specific matter, to the extent such franchisee is properly licensed, available, qualified and has the capacity and capability, in Franchisor's reasonable judgment, to handle such referral (including compliance with any required processing capabilities and/or explicit terms/conditions as determined by Franchisor and/or customers). For the sake of clarity, if Franchisee fails to meet any performance standards required by this Agreement or the Manual, Franchisor is permitted to withhold making referrals to Franchisee of assignments transmitted to Franchisor's Customer Service Center until Franchisee has cured or otherwise remedied its failure to Franchisor's satisfaction. Franchisor currently determines the nearest advertised location using a pre-assigned zip code for each advertised location in conjunction with the office locator function on the Franchisor's website (www.frontieradjusters.com). Franchisor and Franchisee acknowledge that, despite reasonable efforts by Franchisor to forward customer assignments to the Advertised Location nearest the required serviced location, errors can occur in the assignment referral process and Franchisee hereby waives all actions, causes of action, damages, judgments, losses, and claims of any kind or nature, against Franchisor, including its officers, directors, employees, agents and affiliates, which could be asserted due to any error(s) occurring in the assignment referral process.

1.6 Frontier Adjusters National and Regional Customer Program (FANRCP) . For customers who anticipate making assignments, either on a regional or national basis, the Franchisor recommends and promotes the FANRCP. FANRCP assignments transmitted via the Customer Service Center will be referred to franchisees as described in Section 1.5 above. If Franchisee elects to participate in FANRCP the following key attributes, which are subject to change, will be included:

- Simplified processes for making assignments to Frontier any time of the day or night
- Defined and measured service parameters for basic assignment tasks including one (1) business day acknowledgement, one (1) business day contact with insured and/or claimant, and defined time frames for the days to inspect damage, as appropriate, and days to report back to the customer.
- Customer service to respond to customer queries
- Defined claims handling instructions/guidelines
- Standardized pricing, billing and payment terms
- A toll free phone number to receive emergency or escalated claim assignment 24 hours per day

- A dedicated account manager for each FANRCP customer
- Periodic reports reflecting measurements of timeliness and quality

If Franchisee elects to participate in FANRCP Franchisee will, at the request of Franchisor:

- Visit certain designated FANRCP customers located within fifty (50) miles of Franchisee's Advertised Location. Franchisee will not be obligated to more than a total of three (3) customer visits per calendar quarter.
- Submit follow-up visit reports to Franchisor as described in the Manual (as defined in Section 6.7).

1.7 Other National Accounts. Certain National Account customers may negotiate terms and conditions regarding the claim assignment process, the completion of assignments, and the return of completed work product directly with the Franchisor. Such terms and conditions often apply to multiple independent adjusting companies. Franchisee may choose whether or not to accept such assignments on a customer by customer basis. If Franchisee elects to accept assignments Franchisee agrees to adhere to the terms of such assignment as communicated by Franchisor in FACTS. If Franchisee does not elect to accept such assignments all assignments the Customer Service Center receives that would have otherwise gone to Franchisee's Advertised Location will be delivered to the nearest participating advertised location.

Additionally, other national, regional and local customers may set their pricing and service guidelines for independent adjusting services without previously negotiating certain terms with Franchisor and may elect to deliver assignments directly to the local Frontier franchisee or utilize the Customer Services Center. Franchisee may elect not to accept such assignments on a case by case basis. If Franchisee does not elect to accept such assignments all assignments the Customer Service Center receives that would have otherwise gone to Franchisee's Advertised Location will be delivered to the nearest participating advertised location.

If customers elect to transmit assignments directly to the local Frontier franchisee rather than through the Franchisor's Customer Service Center as described in Section 1.5 customers may still set and communicate mandatory pricing, billing, and claims handling guidelines for use in servicing these customers and if Franchisee elects to accept such assignments Franchisee shall be obligated to strictly adhere to these billing and service guidelines.

2. ADVERTISED LOCATION.

2.1 Use of Advertised Location. Franchisee shall use the d.b.a., fictitious or trade name FRONTIER ADJUSTERS OF [ANY OFFICE, ANY STATE] in carrying on the business licensed herein and for no other purpose. Franchisee will not incorporate or organize under any legal name that includes the words "Frontier Adjusters" or any derivations of that. During the term of this Agreement, the name, corporate or legal status, under which Franchisee is conducting business shall not be amended, changed or modified without the prior written consent of Franchisor. Franchisee shall use the name Frontier Adjusters of [Any Office, Any State] and shall not use any other name or logo or identification of any other business on any letterheads or any other stationery, documents or advertising materials. Franchisor may require Franchisee to use, at Franchisee's expense, certain letterhead, logos, and /or forms, designated from time to time.

2.2 Limitations on Advertised Location. Franchisee acknowledges that Franchisor has reserved the right to enter into franchise agreements with other franchisees for any and all services, and for any and all advertised locations other than the specific Advertised Location. Franchisee acknowledges that it has received and reviewed Franchisor's most recent directory and understands that in some areas there are numerous franchisees with similar advertised locations. For example, in the Greater Chicago area there

could be different advertised locations such as Chicago/Aurora, Chicago/Arlington Heights, and Chicago/Cicero. In addition, there may be two or more of the same advertised locations, which are advertised as providing different services, such as Louisville and Louisville Appraisal Services, which would, in such case, be considered separate advertised locations.

2.3 Operation of Advertised Location. To ensure Franchisee's availability to provide the Franchised Services within the Advertised Location at least one of Franchisee's owners or its' qualified multi-line adjusters must reside within twenty-five (25) miles of the zip code associated with the Advertised Location.

2.4 Marketing the Franchise. Notwithstanding the foregoing, Franchisee may market the Franchised Services, and may conduct business anywhere, for so long as Franchisee complies with the requirements of this Agreement, including specifically the proper use of the Marks and the Advertised Location. The right to conduct business throughout the United States includes the right to hire employees and independent contractors located both inside and outside of the Advertised Location. Franchisee understands that Franchisor may enter into similar agreements with other franchisees, which include the right to follow specific losses and provide services anywhere throughout the United States. Notwithstanding the foregoing, Franchisor will not enter into any franchise agreements with other franchisees that would allow the other franchisees for the Franchised Services to use the Advertised Location as part of their names.

2.5 Advertising; Directory. Franchisor will provide advertising in such form and manner as it selects, using the media of its choice, to promote the names and advertised locations of its various franchisees conducting business under the Marks. In all such advertising, Franchisee will be the only entity advertised as providing the Franchised Services in this Agreement at the specific Advertised Location. The Franchisor will publish on its website a listing of all advertised locations, which listing will include Franchisee in connection with the Advertised Location unless Franchisee is in default hereunder. It is the Franchisee's responsibility to ensure the accuracy of all contact information to be published on the website for the Advertised Location as well as the accuracy of all other office/contact information included elsewhere in Franchisee's operation, including but not limited to, the Franchisor's claims management system known as FACTS.

2.6 Marketing Fund/Franchise Marketing Advisory Council. Franchisor may at any time during the term of this Agreement, in its sole discretion, create a Marketing Fund and require Franchisee to contribute to such Marketing Fund a fee of up to 1% of the gross receipts from the billings of Franchisee. Such Marketing Fund will be used to promote the services of the Frontier Adjusters' network of franchised offices and other uses as Franchisor, in its sole discretion, deems appropriate. If and when such Marketing Fund is created, Franchisor may, in its sole discretion, create a Franchise Marketing Advisory Council (the "Advisory Council") comprised of franchisees for the purpose of serving as an advisory council to Franchisor with respect to marketing, operations, new service suggestions and other matters relating to the use of the Marketing Fund. The Advisory Council will be established and operated according to rules and regulations we periodically implement.

2.7 Technology/Customer Service Center Fee. Franchisor may at any time during the term of this Agreement, in its sole discretion, implement a Technology/Customer Service Center Fee. Such a fee will not exceed 1% of the gross receipts from the billings of Franchisee and will be used to fund technological system enhancements and support the operations of the Customer Service Center (see Section 1.6).

3. TERM; RENEWAL.

3.1 Term. The initial term of the Franchise shall commence on the date of this Agreement first above written and shall expire five (5) years thereafter, unless terminated earlier in accordance with this Agreement (the "*Term*").

3.2 Renewal. Provided that (i) Franchisee has performed its obligations and complied with all of the terms of this Agreement to Franchisor's reasonable satisfaction during the Term of this Agreement and (ii) Franchisee is not in default under any provision of this Agreement, and (iii) Franchisor, in its' sole discretion, deems at least one individual who owns or holds twenty percent (20%) or more of Franchisee's stock or ownership interests of the Franchisee to have the required capabilities including but not limited to, the necessary physical and technical capabilities in the renewal term and reserves the right to confirm such capabilities as evidenced and/or demonstrated in the prior Agreement term, to perform the Franchised Services, Franchisee shall be entitled to renew its franchise for one additional term of five (5) years. To renew, Franchisee shall: (i) sign a Waiver and Release of Claims Agreement which will release, acquit, and forever discharge Franchisor, any and all of its franchisees, parents, subsidiaries or related companies, and its and their past and present officers, directors, and employees from any and all claims, liabilities, damages, expenses, actions, or causes of action which Franchisee may now have or has ever had, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto and (ii) execute and deliver a new Agreement in such form and on such terms as will be the form and terms then being used for franchisees by Franchisor (which has been approved or filed with the states requiring state approval). Said renewal right must be exercised by notice, in writing, to Franchisor delivered not fewer than ninety (90) days prior to the expiration date of this Agreement. Your renewal must be completed no later than the expiration date of this agreement; current remittances (as further described in Section 4.3) will be withheld if your renewal is not completed by the expiration date of this agreement and will continue to be withheld until either your renewal is completed (unless such delay is caused by the actions of the Franchisor), your agreement expires or if you have provided us with written notice of your intentions not to renew the agreement..

4. PAYMENTS TO FRANCHISOR.

4.1 Initial Franchise Fee. Unless this Agreement is being executed because Franchisee has renewed its right to be a franchisee pursuant to Section 3, Franchisee shall pay Franchisor an initial franchise fee of Fifteen Thousand Dollars payable as follows: Five Thousand Dollars ($5,000) at the time this Agreement is executed plus an additional Ten Thousand Dollars ($10,000) will be paid by Franchisee to Franchisor in weekly installments of Fifty dollars ($50.00) for the first 200 weeks of the term of this Agreement. Franchisor is authorized to deduct the weekly payments of the franchise fee from Franchisor's weekly payment to Franchisee as set forth below in Section 4.3. In the event of a termination of this Agreement prior to the expiration of the Term, for any reason, Franchisee will be required to pay for the unpaid balance of the initial franchise fee.

4.2 Royalty Fee. As compensation for the license to use the Marks and for services and supplies rendered by Franchisor, Franchisee shall pay to Franchisor a fee of fifteen percent (15%) of the gross receipts from the billings of Franchisee. Franchisor may withhold amounts necessary to pay individual state sales and use taxes, if applicable.

4.3 Payment of Royalty Fee. The purpose of the royalty payment structure is to provide convenience to both the Franchisee and its clients. Franchisee shall use Franchisor's computerized billing system (i.e. FACTS) to prepare billings to its clients on a timely basis, in conformity with reasonable instructions of Franchisor, which bills shall be in the form reasonably specified by Franchisor. Franchisee

shall send one copy of each bill to Franchisor, showing that the remittance therefor is to be made by the client to Franchisor. Upon receipt of remittance, Franchisor shall deduct from all receipts fifteen percent (15%) of such amount and Franchisor shall remit the balance, less any other applicable deductions, to Franchisee on a weekly basis. Franchisor offers to remit funds to Franchisee electronically, and Franchisee hereby agrees to provide Franchisor with required information to facilitate electronic remittances. In the event, through inadvertence or mistake, any remittance is received by Franchisee the same shall forthwith be sent by Franchisee to Franchisor for negotiation and processing. The negotiation of one or more remittance checks received by Franchisee or the use of form of invoice not provided by Franchisor shall constitute a voluntary abandonment and breach of this Agreement by Franchisee, for which abandonment Franchisor may immediately, upon written notice, terminate this Agreement for cause.

4.4 Fee for Improper Billings. Franchisee will be obligated to pay Franchisor thirty percent (30%) of any billings invoiced on forms (i) not furnished or provided by Franchisor or (ii) on which the insurance company or client is not instructed to make payment for said bill to Franchisor. This additional percentage payment permits Franchisor to be compensated for processing billings not invoiced on forms furnished or provided by Franchisor.

4.5 Advances and Credits. The parties do hereby acknowledge that from time to time various advances and credits may be extended by Franchisor to Franchisee, and for the purpose of covering any such advances, Franchisee does hereby assign, transfer and set over unto Franchisor all of the rights, title and interest of Franchisee in and to the unpaid billings of Franchisee, and does hereby grant a lien on such billings to Franchisor. Franchisor is authorized to apply the said billings, on receipt, to the indebtedness due to it from Franchisee and may take reasonable steps to secure its' interest in such billings.

4.6 Right of Setoff and Recoupment. Franchisee hereby grants to Franchisor a right of set-off and recoupment whereby Franchisor may withhold from any payments due to Franchisee, any amounts Franchisee owes to Franchisor under this Agreement or otherwise. Franchisor shall keep accurate records of any indebtedness due it from Franchisee. Upon request by Franchisee, Franchisor shall provide Franchisee an accounting of all amounts Franchisor believes are owed to it by Franchisee. Franchisee shall immediately notify Franchisor if it does not believe that any withholdings or set-offs made by Franchisor are correct.

4.7 Assignment of Administrative Functions. Upon thirty (30) days' prior written notice to Franchisee, Franchisor may assign its rights and obligations under this Section 4. Franchisee will take all actions reasonably requested by Franchisor to facilitate a smooth transition to any such assignee.

5. OWNERSHIP REPORTS AND OWNERSHIP CERTIFICATE AND GUARANTEE

5.1 Ownership Certificate and Guarantee. Each of Franchisee's shareholders, partners or members owning or holding twenty percent (20%) or more of any class of Franchisee's stock or ownership interests (and their respective spouses, if married) on the date of this Franchise Agreement, and as a condition for legitimacy of this Agreement, must execute and deliver to us a Certificate, Guarantee and Assumption of Obligations in the form of Exhibit A attached hereto and incorporated herein by reference. In the event any person who has not previously signed a Certificate, Guarantee and Assumption of Obligations becomes the owner or holder of 20% or more of any class of stock or ownership interests at any time after the execution of this Agreement, Franchisee must cause that person to immediately execute and deliver to us a Certificate, Guarantee and Assumption of Obligations.

5.2 Ownership Reports. Franchisee must, upon execution of this Agreement, provide Franchisor with acceptable evidence that all certificates evidencing shares of its issued and outstanding capital stock

bear a legend stating that the transfer of the shares is subject to and limited by the provisions of this Agreement as follows:

> THE SHARES REPRESENTED BY THIS CERTIFICATE, AND THE TRANSFER OF THAT ARE LIMITED BY, AND SUBJECT TO THE TERMS AND CONDITIONS OF, THE FRANCHISE AGREEMENT DATED _____, BY AND BETWEEN FRONTIER ADJUSTERS, INC. AND THE CORPORATION.

If Franchisee issues additional shares of capital stock in the future, all certificates evidencing such shares must bear a like legend. If Franchisee is a partnership, a limited liability company or other entity, Franchisee must provide Franchisor with acceptable evidence that its partnership agreement or other organizational documents contain provisions acceptable to Franchisor prohibiting transfer of any partnership or other ownership interest in Franchisee, except in compliance with the terms of this Agreement. Franchisee must not cause or permit any such provision to be deleted or modified.

5.3 Required Licenses. At least one individual who owns or holds twenty percent (20%) or more of Franchisee's stock or ownership interests must be an experienced adjuster and such individual, and Franchisee entity, must be licensed to the extent required by state law in each state in which Franchisee operates. If the Franchised Services include only appraisal services, then the requirements stated above shall be modified to require a holder or owner of twenty percent (20%) or more of Franchisee's stock or ownership interests to be an experienced appraiser, licensed to the extent required by state law in each state in which Franchisee operates. Such licensed individual must be actively involved in the day-to-day operation of the Franchise. Franchisee shall also ensure that all employees and independent contractors handling customer assignments on behalf of Franchisee are licensed to the extent required by state law in each state in which the employee or independent contractor operates for Franchisee.

6. RESTRICTIVE COVENANTS.

6.1 Non-Compete and Devotion of Time During Term. During the Term of this Agreement, Franchisee shall not directly, or indirectly, for itself, or through, on behalf of or in connection with any other person, partnership, corporation, limited liability company or entity, participate with or accept employment by, or own an interest in, any person, partnership, corporation, limited liability company or other entity that is engaged in providing or rendering the Franchised Services, that could be or is competitive with Franchisor or its franchisees.

6.2 Non-Compete After Term. For a period of two (2) years after the termination of the Franchise for any reason (including, but not limited to, the failure by Franchisee to renew the Franchise as provided for in Section 3), Franchisee shall not directly, or indirectly, for itself, or through, on behalf of or in connection with any other person, partnership, corporation, limited liability company or entity, compete with Franchisor or any of its franchisees within the Advertised Location and for a distance of 100 miles outside of the Advertised Location for a period of two (2) years thereafter. This covenant not to compete shall, among other things, preclude the ownership of an interest in any business or entity (or acting as an employee or independent contractor) that conducts a business competitive with Franchisor or competitive with any of its franchisees. The time period referred to in this Section shall be stayed during a violation or breach of the terms of this Section.

6.3 Non-Solicitation of Customers. For a period of two (2) years after the termination of the Franchise for any reason (including, but not limited to, the failure by Franchisee to renew the Franchise as provided for in Section 3), Franchisee shall not, directly or indirectly, for itself or through, on behalf of or in connection with any other person, partnership, corporation, limited liability company or entity, solicit or attempt to solicit or cause to be solicited, for purposes of competing with the Franchise or other

franchisees of Franchisor, the business or patronage of any person, firm or other entity that is a customer or client of Franchisor or any of its franchisees. The time period referred to in this Section shall be stayed during any violation or breach of the terms of this Section.

6.4 No Restrictive Agreements. Franchisee represents and warrants that it is not subject to agreements which would in any way impair or restrict its ability to carry out the Franchised Services.

6.5 Restrictive Covenants Binding on Owners. By his or her execution of the Acceptance of Owners which follows the signature page of this Agreement, each of Franchisee's shareholders, members, partners or other equity owners (collectively, "*Owners*") agrees to be bound by the terms of this Section 6 to the same extent as Franchisee.

6.6 Acknowledgments Regarding Reasonableness. Franchisee understands and agrees that the time periods and geographic restrictions described in this Section 6 are reasonable and necessary to protect Franchisor if this Agreement is terminated or expires and that these covenants are necessary to permit Franchisor the opportunity to resell and/or develop a new franchise with respect to the Advertised Location. The covenants described in this Section are limited by, and the enforcement of them is subject to, any prevailing law or statutes of the state(s) in which Franchisee conducts business.

6.7 Confidentiality; Ownership of Proprietary Information. No patents or copyrights are material to the Franchise, other than Franchisor's copyright in the Manual and computer programs. Franchisee may use the proprietary information in the Manual and computer programs solely in connection with operating the Franchise, and for no other purposes. Franchisor treats the information in the Manual as confidential and proprietary. Franchisee must also treat the Manual and the information contained in the Manual as confidential and proprietary. Franchisee must also ensure its employees treat the Manual and the information contained therein as confidential and proprietary.

As used in this Agreement, *"Manual"* refers collectively to Franchisor's operations and brand standards manual, and any other written directive, suggestions, or guidelines related to the Frontier Adjusters system, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manual and written directives established by Franchisor.

Upon Franchisor's request, Franchisee's manager and any other employee or affiliate who has access to any of Franchisor's confidential information must sign a written agreement (on Franchisor's standard form) imposing an obligation of confidence regarding the Manual or other confidential information. Franchisor may require Franchisee's shareholders, members, partners or other owners to sign a similar written agreement. Franchisee must immediately notify Franchisor if all or any portion of the Manual loaned to Franchisee is stolen, lost, destroyed, or electronic security measures are violated or breached.

Franchisor's computer programs are confidential and proprietary and if provided to Franchisee, will be provided to Franchisee under a revocable license. Any of Franchisee's employees who have access to Franchisee's password and log-in name for any Franchisor proprietary system including FACTS must sign a confidentiality agreement.

If Franchisor decides to add, modify or discontinue the use of an item or process covered by a patent or copyright, Franchisee must do so as well upon request from Franchisor.

6.8 Injunctive Relief. Franchisee acknowledges that the rights conveyed by this Section 6 are of a unique and special nature and that irreparable injury will occur to Franchisor if Franchisee breaches or violates any provisions of any paragraph of this Section 6, and that a remedy at law would be inadequate.

In the event of any actual or threatened violation or breach of any one or more of the provisions of this Section 6, Franchisor will be entitled to an injunction restraining any actual or threatened breach by Franchisee, without the necessity of posting bond therefor, in addition to any other remedy provided by law.

6.9 Severability. Each and every provision described in this Section 6 is independent and severable from the others and no restriction will be rendered unenforceable by virtue of the fact that, for any reason any other or others of them may be unenforceable in whole or in part. If any provision of this Section 6 is unenforceable for any reason, that provision may be appropriately limited and given effect to the maximum extent provided by applicable law.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF FRANCHISEE

Franchisee and each of its Owners state as follows:

7.1 Independent Investigation. Franchisee acknowledges that it has had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Agreement and to review the franchise disclosure document/disclosure statement prior to executing this Agreement. Franchisee is entering into this Agreement after having made an independent investigation and an objective assessment of Franchisee's own business experience and ability, and not based upon any representation by Franchisor as to the profits or sales volume that Franchisee might be expected to realize, nor upon any representations or promises by Franchisor that are not expressly contained in this Agreement or said disclosure document.

7.2 No Warranty Regarding Success. Franchisee acknowledges that any assistance, approval or advice given by Franchisor under or in connection with this Agreement shall not constitute a warranty of the financial success of the Franchise.

7.3 Licenses and Permits. Franchisee and each of its Owners, officers, directors, employees and agents is on the date hereof, and will be throughout the term of the Franchise granted hereunder, qualified and has all of the required permits and licenses and required legal authorization to carry on and conduct a business as described in this Agreement, including as stated in Section 5.3.

7.4 Ownership and Experience. Franchisee, together with its advisors, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise.

7.5 Forms of Agreement. Franchisee is aware that other present or future franchisees of Franchisor may operate under different forms of agreements, and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

7.6 Independent Advice. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that attorneys or agents for Franchisor have not advised or represented Franchisee with respect to this Agreement or the relationship created by this Agreement.

8. TELEPHONE; OFFICE; FORMS; STATIONERY

8.1 Telephone Names. Franchisee covenants to use the names "Frontier," "Frontier Adjusters" or "Frontier Adjusters of ANY OFFICE" in accepting all incoming telephone calls. Franchisee acknowledges that it is in the best interest of Franchisor and Franchisee to at all times in all respects use the term "Frontier Adjusters" in all business contexts.

8.2 Telephone Availability. During all regular business hours, Franchisee will maintain a voice mail system (and a place of operation if required by state law). In addition, Franchisee will provide 24 hours, 7 days per week telephone support for Franchisee's business operations (which may consist of an answering service, cellular "Smartphone", or other electronic means of communicating with Franchisee). It is mutually agreed by Franchisor and Franchisee that adequate service standards require that Franchisee respond to "after hours" emergency telephone communication from Franchisor within ten (10) minutes. Unless prior notice is provided via e-mail to Franchisor, Franchisee or a designated representative must be available to respond to after-hours claim assignments. After-hours claim assignments can occur any time other than normal business hours including nights, weekends and holidays. Franchisee or its designated representative(s) must be available to respond to after-hours claim assignments; Franchisee must provide advance notice to Franchisor if Franchisee will not be available. Furthermore, Franchisor must be promptly notified in writing if any of Franchisee's contact information changes.

8.3 Payment of Operating Costs. The rental of office premises, the payment of all utilities, including the telephone, the purchase of office equipment and the maintenance, any continuing education/training expenses, and the general operating expenses of the business shall be the sole responsibility of Franchisee. Franchisee shall pay all such expenses in a timely manner in order to maintain a proper credit standing and preserve the goodwill associated with the Marks.

8.4 Forms. Franchisee must use electronic invoice forms provided by the Franchisor's internet based claims management and billing system. All outgoing reports must include Franchisor's then current Marks. All other supplies used by the Franchise shall be purchased by Franchisee.

8.5 Telephone. Franchisee shall contract for its telephone service, including any facsimile or electronic mailing arrangements, in the name of Frontier Adjusters of [Any Office, Any State] and the telephone company shall be instructed by both parties to carry out the instructions of Franchisor with relation to the utilization, maintenance or transfer of the telephone service. Franchisor has the right to require that the Franchisee utilize a particular, preferred telephone system vendor (e.g. RingCentral). Franchisee shall provide Franchisor with reasonable, independent access to Franchisee's telephone system; if the preferred telephone vendor utilizes a password protected process for controlling telephone answering, telephone messages and call forwarding, Franchisee agrees to provide Franchisor with the password and further agrees not to change the password without receiving written consent from Franchisor. It is mutually agreed by Franchisor and Franchisee that Franchisor access is necessary to help ensure the provision of adequate customer service. Franchisor reserves the right to change required telephone system vendors from time to time. Franchisor also reserves the right to implement a centralized corporate-based phone system for use by all Franchisees. Franchisor may seek reimbursement from Franchisee for certain related fees and collect the reimbursement from Franchisee via offsets to weekly remittances paid to Franchisee by Franchisor. Franchisee shall not terminate, change or disconnect any telephone service without the prior written consent of Franchisor. Franchisee must have dedicated telephone service established prior to opening the Franchise.

8.6 Website. Any website used by Franchisee must be approved by Franchisor prior to usage and shall be conducted in the name of Frontier Adjusters of [Any Office, Any State] and any person or organization who contracts with Franchisee for website related services shall be instructed by both parties to carry out the instructions of Franchisor with relations to the utilization, maintenance, and/or transfer of the website.

8.7 Telephone and Internet Power of Attorney. Contemporaneously with the execution and delivery of this Agreement, Franchisee shall have signed and delivered to Franchisor a Telephone and Internet Power of Attorney in substantially the form set forth on Exhibit B, which document shall authorize Franchisor to take such actions as are described in this Section 8.

8.8 Email. Franchisee shall use a Frontier Adjusters' branded email address (e.g. jsmith@frontieradjusters.com) when interacting with customers in order to be readily recognizable as a Frontier Adjusters' franchisee. Franchisee's signature included in the branded email address must meet the standard format designated by Franchisor.

9. MARKS.

9.1 Ownership and Goodwill of Marks. Franchisee acknowledges that Franchisor is the owner of the Marks, which Marks are licensed to Franchisee by this Agreement. Franchisee acknowledges that Franchisee's right to use these Marks is derived solely from this Agreement, and its rights are limited to a license granted by Franchisor to conduct the business of Franchisee pursuant to and in compliance with this Agreement and all applicable standards, specifications and operating procedures prescribed by Franchisor from time to time during the term of the Franchise. Franchisee will not contest Franchisor's ownership or rights in or to the Marks. Any unauthorized use of the Marks by Franchisee shall constitute an infringement of the rights of Franchisor in and to the Marks. Franchisee acknowledges that the Marks may change from time to time and Franchisor will notify Franchisee of any such changes.

9.2 Limitations on Franchisee's Use of Marks. Franchisee agrees to use the Marks as the sole identification of Franchisee's business, provided Franchisee shall identify itself as the independent owner in the manner prescribed by Franchisor. Franchisee shall not use any Mark as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols, or in any modified form except to the extent set forth herein. Nor may Franchisee use any Mark in connection with the provision or sale of any service other than the Franchised Services or in any other manner not expressly authorized in writing by Franchisor. Franchisee agrees to prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms designated by Franchisor, and in the manner prescribed by Franchisor, to give such notices of trade and service mark registrations and copyrights as Franchisor specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law.

9.3 Notification of Infringements and Claims. Franchisee shall immediately notify Franchisor of any apparent infringement of or challenge to Franchisee's use of any Mark, or claim by any person of any rights in any Mark, and Franchisee shall not communicate with any person other than Franchisor and its counsel in connection with any such infringement, challenge or claim. Franchisor shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark, and Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain the interests of Franchisor and its affiliate in any such litigation, Patent and Trademark Office proceeding or other proceeding, or to otherwise protect and maintain the interests of Franchisor and its affiliate in the Marks.

9.4 Limited Authorization. Franchisor has not authorized nor empowered Franchisee to use the Marks except as provided by this Agreement and Franchisee shall not employ any of the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation, or in any manner that is likely to confuse or result in liability to Franchisor for any indebtedness or obligation of Franchisee.

9.5 Owners to be Bound. Each of the Owners, by signing the Acceptance of Owners, agrees to be personally bound by the terms and conditions of this Section 9.

10. PERFORMANCE REQUIREMENTS.

10.1 Limitations on Employment and Certain Services. Franchisee specifically covenants and agrees that while this Agreement is in effect, it will not directly or indirectly engage in public adjusting or the practice of law. Any of the above actions shall constitute an abandonment and breach by Franchisee of this Agreement, whereupon Franchisor may immediately, upon written notice, terminate this Agreement for cause.

10.2 Non-Provision of Franchised Services. If, for any reason (including without limitation capacity or business line issues), Franchisee is unable or unwilling to provide any one or more of the Franchised Services to any customer or potential customer of Franchisor or Franchisee, then Franchisee shall, within twenty-four (24) hours after receipt of such referral or inquiry from such customer or potential customer, refer such information relative thereto to Franchisor's home office. Franchisee's election not to engage or perform such services shall constitute a waiver of its rights hereunder to do so and Franchisor shall be free to perform such services itself or to refer such inquiry or referral to another franchisee, or to any other person or entity. Franchisee's failure to refer any such inquiries or referrals to Franchisor as herein described shall constitute an abandonment and breach by Franchisee of this Agreement, whereupon Franchisor may immediately, upon written notice, terminate this Agreement for cause.

10.3 Devotion of Time and Effort. At least one individual who owns or holds twenty percent (20%) or more of Franchisee's stock or ownership interests and is licensed to the extent required by state law in each state in which the Franchisee operates will be actively involved in the day-to-day operation of the Franchise and devote to the conduct of the Franchisee's business herein sufficient effort and time to ensure the success of the business, and shall not permit any other venture to materially interfere in any way with the operation of the Franchise. By way of example, day-to-day involvement in the operation of the Franchise would typically include, but not be limited to, (i) either personally handling customer assignments or supervising staff who are handling customer assignments, (ii) preparing and/or reviewing reports and invoices prior to being submitted to customers, (iii) marketing and promoting the services provided by the Franchise, (iv) working directly with customers and Franchisor's corporate office staff to ensure effective operation of the Franchise, and (v) attending any national or regional conferences hosted by Franchisor.

10.4 No Injurious Acts. Franchisee will not do any act prejudicial or injurious to the goodwill or name of Franchisor or its franchisees, or to the Marks, including but not limited to (a) instituting or threatening to institute any legal action against any customer of Franchisee or any of Franchisor's customers, and (b) not paying vendors timely for services rendered, etc.

10.5 Manual; Quality Measures; Service Requirements; Background Check. Franchisee shall provide the Franchised Services and operate the Franchise in strict compliance with the Franchisor's quality measures and service requirements, and those other provisions of the Manual designated as mandatory by Franchisor. The provisions of the Manual designated as mandatory are an integral part of this Agreement as if fully set forth herein, and Franchisee is required to fully comply with any provision of the Manual designated as mandatory, as the Manual may be amended from time-to-time. Franchisee's failure to comply with any mandatory provisions of the Manual shall be regarded as a breach of this Agreement. The Manual may also contain certain guidelines, suggestions, or recommendations that are not mandatory. Franchisee is free to disregard any such provisions, and must disregard them if they conflict with applicable law. Franchisor has the right to add to, delete from, modify, or otherwise change the Manual at any time, including without limitation, by adding new or enhanced products or services, new operational requirements, and new techniques and methods of operation, but no such modifications shall vary or alter any of the commercial terms of this Agreement. Modifications in the Manual designated as mandatory shall become effective upon delivery of written or electronic notice to Franchisee. Electronic

notice may be given through email, postings to the Intranet, or other electronic means. Franchisee agrees that Franchisor reserves the right and privilege, in its discretion, to vary the Manual and standards therein for any franchisee based on the peculiarities of any condition or factors that Franchisor considers important to that franchisee's successful operation. Such variance may not apply to Franchisee or any other franchisee. Franchisor may designate certain goods and services that Franchisee may or must purchase and use in the Franchisee's business hereunder, and Franchisor may require such goods or services be purchased from (i) Franchisor or its affiliates; (ii) suppliers designated or approved by Franchisor; or (iii) suppliers selected by Franchisee and with Franchisor's prior written consent. Franchisor may share Franchisee's actual performance vis-a-vis quality measures and service requirements with customers, franchisees and other third parties. Franchisor is the exclusive owner of the copyright in the Manual. The Manual is the confidential and proprietary information and trade secrets of Franchisor. Franchisee is hereby granted the right and license to use the proprietary information in the Manual in connection with operating the Franchise and for no other purposes. Franchisee shall treat the Manual and the information contained therein as confidential and proprietary. Franchisee shall ensure its employees and agents treat the Manual and the information contained therein as confidential and proprietary. Franchisee acknowledges that only individuals of high ethical standards should be retained as independent contractors or hired as employees' of Franchisee (for the handling of customer claim assignments). As such, Franchisee shall perform background checks on all employees and independent contractors handling customer assignments on behalf of Franchisee. Franchisee shall use reasonable judgment in evaluating background check results and making employment decisions and decisions to utilize specific independent contractors for handling claim assignments.

10.6 Local Claims Handling Resources. To help ensure adequate customer service, Franchisee will maintain adequate resources to promptly handle multi-line claim assignments. At least one such resource must reside within 30 miles of the Advertised Location. The name and contact information of such resource is to be provided to Franchisor at the time of signing this Agreement or any future request of the franchisor; in the event of future resource turnover, Franchisee will promptly provide an updated name and contact information to Franchisor.

10.7 Compliance. Franchisee shall operate the Franchise in conformance with all applicable laws and consistent with the terms hereof as well as any reasonable written performance requirements and standards provided in writing (including via electronic media) by Franchisor to Franchisee, which requirements and standards may be in the Manual, or otherwise.

10.8 Limit on Fiduciary Services. Franchisee shall not hold money or property or act as a trustee or fiduciary for or on behalf of any customer or client (other than salvage or damaged property associated with an open claim) without Franchisor's written consent.

10.9 Computer Hardware and Software. Franchisee represents that it has been trained in the use of computer hardware and software, including the Internet, or similar electronic communication media. Franchisee has and will maintain, during the term of the Franchise granted hereunder, an Internet service provider and has the ability to communicate with others through a computer. Franchisee will establish Internet service prior to opening the Franchise. Franchisee shall obtain, maintain and use the hardware and software, and services as required, and set forth on the attached Exhibit C to this Agreement, which may be changed by Franchisor from time to time upon reasonable advance notice to Franchisee. Franchisor will provide Franchisee, free of charge, training and access to Franchisor's proprietary internet based claims management system ("FACTS"). Franchisee will utilize FACTS, subject to the FACTS user terms and conditions, or stated on the FACTS log-in page, within Franchisee's operation and process all assignments on this system, including, but not limited to using FACTS for: all email communications connected to assignment with customer, storing all reports, photos and other documents connected to an individual assignment, preparing all time sheets and invoices and storing said time sheets and invoices,

using the task tracking functions to monitor upcoming activities, maintaining all file notes connected to an assignment, etc. Franchisor will provide Franchisee with support and maintenance for the system. During the term of this Agreement, Franchisee will only have access to the data and information in FACTS which pertains to its Franchise. Franchisor will have both independent access to the data and information in FACTS and the right to use the data to manage and develop Franchisor's business operations; the system, including the customer data and all information stored in FACTS is the exclusive property of Franchisor and, upon termination of this agreement for any reason, remains with Franchisor.

Franchisor may require that Franchisee purchase specific estimating software or other system usage (e.g. Xactimate and CCC), which certain customers require. Franchisor reserves the right to change the required software system vendors from time to time.

Franchisee shall not use or permit the use of any hardware, software, or other electronic devices or systems, including, computer, data, network, printer, Internet, telecommunication, security, digital media, and power systems, and required service and support systems and programs (collectively, "*Information Systems"*), in the Franchise for any unlawful or non-business related activity, and any Information Systems used in the Franchise shall be used strictly in compliance with this Agreement and the Manual. Franchisee shall at all times provide Franchisor with all passwords, access keys, and other security devices or systems as necessary to permit Franchisor to access Franchisee's Information Systems and obtain the data Franchisor is permitted to obtain. Franchisor reserves the right to add, control, modify, govern and block any and all network and Internet traffic, ports, protocols, and destinations.

Franchisee shall immediately call or email Franchisor for any of the following: (i) suspected or actual data breach, (ii) notice of any violation, report, fine, test result or the like from a governmental authority, or (iii) notice of the commencement of any investigation, action, suit, or other proceeding, or the issuance of any order, writ, injunction, award, or other decree of any court, agency, or other governmental authority that pertains to the Franchise, the Marks or the Franchisor's system, or that may adversely affect Franchisee's operation of the Franchise or ability to meet its obligations. Franchisee shall immediately send a copy of all relevant communications and documents to Franchisor. Franchisee shall handle the matter in accordance with applicable law or as directed by a governmental authority, but shall immediately correct any deficiency that has created or threatens to create a material health or safety issue.

10.10 Training. Franchisee agrees to fulfill training and continuing education requirements in each state in which Franchisee owns an advertised location. Franchisee will maintain a level of continuing education and training commensurate with other experienced multi-line adjusters of insurance companies, self-insured entities, and other independent adjusters. From time to time, Franchisor may offer training programs or materials as a convenience to our franchisees. We provide no mandatory training programs, with the exception of FACTS system training. At the reasonable request of Franchisee, Franchisor will furnish reasonable additional assistance and advice to Franchisee concerning Franchisee's performance hereunder and the operation of the Franchise. Such assistance shall be provided at such times and at such places as are mutually convenient to both Franchisee and Franchisor.

10.11 Obligation to Report E&O Claims. Franchisee shall report to Franchisor, within five (5) days after notification, any and all claims or threatened claims received by Franchisee with respect to the Errors and Omissions Policy described in Section 15.

10.12 Notification of Criminal Acts. Each officer, director, or Owner of Franchisee shall notify Franchisor within two (2) days after being arrested for, or charged with, any criminal act, other than motor vehicle violations.

10.13 No Public Figures. Franchisee may not employ or use any public figure in any advertising of any kind with relation to the operation of its business.

10.14 Maintenance of Select Insurance Coverage. Franchisee shall maintain general liability, automobile liability (and ensure all employees and independent contractors handling customer assignments on behalf of Franchisee maintain automobile liability insurance) and such other forms of insurance as are reasonably necessary to adequately insure the Franchise. Franchisee will provide to Franchisor evidence of such insurance coverage from time to time upon Franchisor's request. Before Franchisee opens for business, Franchisee must obtain insurance coverage as specified below and any other insurance required by Franchisee's state or locality (such as workers' compensation). Franchisee must name Franchisor as an additional insured and require Franchisee's carrier to give Franchisor a certificate of insurance. Franchisee must purchase this insurance coverage from a responsible carrier. Franchisee must keep an insurance policy in force during the term hereof with the following limits:

(a) $2,000,000 comprehensive general liability insurance combined single limit (including premises and operations liability, products and completed operations liability, blanket contractual liability, broad form property damage liability, and care, custody and control. (b) $1,000,000 motor vehicle liability coverage combined single limit on each owned, non-owned or hired vehicle that Franchisee will use.

11. INDEPENDENT CONTRACTOR.

11.1 No Agency. Franchisee must be a legal entity and Franchisee shall have complete and absolute control in all matters involving discretion and judgment in the operation of the Franchise, including which customers to service, and both parties recognize and acknowledge that in all business transactions occurring pursuant to the terms of this Agreement, Franchisee is an independent contractor. This Agreement does not constitute or authorize Franchisee to act as an agent, legal representative, joint venturer, partner, employee or servant of Franchisor for any purpose whatsoever. Franchisee may not represent to third parties that Franchisee is an agent of Franchisor and it is understood between the parties that Franchisee shall be an independent contractor and is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt or any other obligation of Franchisee. Franchisee specifically acknowledges that Franchisor shall in no way be responsible for any injuries to persons or properties resulting from the operation of Franchisee's business.

11.2 Separation. Franchisor shall not be responsible for the payment of state or federal payroll taxes, or FICA, to any state or federal government agencies related to Franchisee's operations. Neither Franchisee nor its employees is entitled to any benefits from Franchisor, including workers' compensation benefits, medical or life insurance, or participation in any other benefit plans. Franchisor will not provide Franchisee with any business registrations or licenses. Franchisor has no authority to supervise or control the actual work of Franchisee and its employees.

Additionally, Franchisee acknowledges that:

The Franchisee's customers, including but not limited to insurance companies, self- insured companies and third party administrators (TPA's) may provide Franchisee with oral and/or written instructions regarding work assignments. In certain instances, for the convenience of the Franchisee and the Franchisee's customers, customers may provide these instructions to Franchisor and Franchisor will provide all franchisees with centralized access to electronic copies of these customer instructions; Franchisor will not provide professional training regarding claims adjusting or other services to be provided to Franchisee's customers and that Franchisor is relying on Franchisee's professional knowledge and experience; The

services provided by the Franchisee do not need to be rendered personally; The Franchisee will be responsible for setting the Franchisee's hours of operation; The Franchisee's owners are not required to devote their full-time to the operation of the franchised business; Franchisor will not furnish tools or equipment (such as personal computers, cellular "smartphones", fax machines, digital cameras, etc.) for Franchisee to perform Franchisee's services to its customers; Franchisee considers the initial franchise fee to be a material investment and understands that any unpaid initial franchise shall be due and payable if and when the Agreement is terminated; Franchisee shall make its services available to a variety of customers on a regular and consistent basis.

12. EXAMINATION AND AUDIT.

12.1 Maintenance of Records. Franchisee shall maintain written and up-to-date records of its billings and accounts and will maintain neatly organized client files. Franchisee will maintain all client files in accordance with any client or customer requirements communicated in writing by such clients or customers to Franchisee. Furthermore, Franchisee must store their claim files electronically within FACTS.

12.2 Franchisor's Right to Audit. Franchisor or its designated agent shall have the right and be provided by Franchisee the opportunity at all reasonable times to examine and audit the books, records, reports, files and other materials of Franchisee appurtenant to or incidental to the conduct of the Franchise. At Franchisor's request, Franchisee shall, within 5 business days, provide an opportunity and make available to Franchisor's agent all books, records, files, personal and corporate tax returns, or other material requested by Franchisor in connection with any such examination or audit. Additionally, Franchisee shall, at Franchisor's request, mail copies of all requested documents to Franchisor within five (5) business days after a written request therefor.

12.3 Credit Checks. From time to time during the Term, Franchisor may review credit information of Franchisee, and, the credit information of any officers, directors, or Owners of Franchisee. Franchisee acknowledges and grants the Franchisor the authority to do so.

13. TRANSFER OR OTHER DISPOSITION OF FRANCHISE.

13.1 By Franchisor. This Agreement and the rights and obligations of Franchisor hereunder are fully transferable by Franchisor and shall inure to the benefit of any transferee(s) or other legal successor(s) to the interest of Franchisor herein, provided that Franchisor shall, subsequent to any such transfer, remain liable for the performance of its obligations under this Agreement up to the effective date of the transfer.

13.2 Franchisee May Not Transfer Franchise Without Approval of Franchisor. Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee's Owner(s) and that Franchisor has granted the Franchise in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Franchisee's Owner(s). Therefore, neither the rights under this Agreement, the Franchise (or any interest therein) nor any part or all of the ownership of Franchisee may be voluntarily, involuntarily, directly or indirectly transferred, sold, subdivided, subfranchised or otherwise transferred by Franchisee or Franchisee's Owner(s) including, without limitation, by merger or consolidation, by issuance of additional securities representing an ownership interest in Franchisee, or, in the event of the death of Franchisee or an owner of Franchisee, by will, declaration of or transfer in trust or the laws of intestate succession, without the prior written approval of the Franchisor, and any such transfer without such approval shall constitute a breach hereof and convey no rights to or interests in the Franchise.

13.3 Conditions for Approval of Transfer**.** If Franchisee's Owner(s) are in full compliance with this Agreement, Franchisor shall not unreasonably withhold its approval of an transfer of the Franchise, provided that the proposed transferee and its owners are, in the opinion of the Franchisor, individuals of good moral character who have sufficient business experience, aptitude and financial resources to own and operate the Franchise and otherwise meet the Franchisor's then applicable standards for franchisees, and further provided that the following conditions are met prior to, or concurrently with, the effective date of the transfer:

(a) All obligations of Franchisee and its Owners(s) incurred in connection with this Agreement have been discharged or assumed by the transferee (s); and

(b) The transferee (s) shall have completed any training program required of new franchisees;

(c) All sums due by Franchisee to Franchisor or to its other franchisees, and all of Franchisee's accounts payable, must be paid; and

(d) The transferee (s) and its or their owner(s) shall have executed and agreed to be bound by the form of franchise agreement and such other ancillary agreements as are then customarily used by the Franchisor in the grant and transfer of franchises; and

(e) Franchisee or the transferee(s) shall have paid a transfer fee to the Franchisor equal to Five Hundred Dollars ($500) to defray expenses incurred by the Franchisor in connection with the transfer, including without limitation, legal and accounting fees, credit and other investigation charges and evaluation of transferee(s) and the terms of the transfer; and

(f) The transferee shall have provided to Franchisor, in writing, adequate assurance of future performance reasonably satisfactory to Franchisor; and

(g) Franchisee and its Owner(s) shall have executed a termination agreement, in a form satisfactory to the Franchisor; and

(h) Franchisor shall have approved the material terms and conditions of such transfer, including, without limitation, that the price and terms of payment are not so burdensome as to adversely affect the future operations of the Franchise by such transferee (s) in compliance with the Franchisor's then standard franchise agreement and ancillary agreements; and

(i) Franchisee and its Owner(s) shall reaffirm a covenant not to compete in favor of the Franchisor and the transferee (s), all as contained within Section 6 of this Agreement; and

(j) Franchisor has not exercised its right of first refusal under Section 13.4 of this Agreement.

13.4 Franchisor's Right of First Refusal. If Franchisee or any of its Owner(s) shall at any time determine to sell or transfer an interest in the Franchise or in Franchisee, Franchisee or its Owner(s) shall obtain a bona fide, executed written offer from a reasonable and fully disclosed purchaser and shall submit an exact copy of such offer including all material terms included in such offer (i.e. the purchase agreement and any additional related agreements) to Franchisor. Franchisor 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 Franchisor, to purchase such interest in the Franchise or such ownership interest in Franchisee for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute cash for any non-cash form of payment (in such amount as is reasonably

determined by the Franchisor to be the fair market value of such non-cash consideration) proposed in such offer and shall not have less than thirty (30) days to prepare for closing.

If Franchisor does not exercise its rights of first refusal, Franchisee or its Owner(s) may complete the sale to such purchaser pursuant to and on the terms of such offer, subject to the Franchisor's approval of the purchasers as provided in Section 13.3, provided that (i) Franchisee grants a release to Franchisor on such form as is then used by Franchisor for such purpose, and (ii) if the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of such offer to Franchisor, or there is a material change in the terms of the sale, Franchisor shall again have the right of first refusal provided in this section. In the event that any transfer is not consummated, Franchisor's rights herein shall apply equally to any future request by Franchisee or its Owners.

14. DEATH OR INCAPACITY OF FRANCHISEE.

14.1 Entity Franchisee. Franchisee must be a legal entity. The death or incapacitation of a shareholder, member, director, officer or partner of Franchisee shall not constitute an abandonment of this Agreement provided that during ninety (90) days after such death or incapacitation, Franchisee (i) maintains all standards of the Franchise, performs all obligations of Franchisee and satisfies the then current qualifications for a purchaser of a franchisee; or (ii) in accordance with the requirements of this Agreement, the surviving spouse, heirs or estate or the incapacitated person's legal representative sells such person's ownership interest in the Franchise (if any), to a person or entity who satisfies Franchisor's then current standards for new franchisees, subject to Franchisor's right of first refusal described in Section 13.4.

15. REIMBURSEMENT AND INDEMNIFICATION FOR ERRORS & OMISSIONS.

15.1 Errors & Omissions Policy. Franchisee shall reimburse Franchisor for the annual premium, including other costs and expenses, to keep in force for the protection of Franchisee and Franchisor an Errors & Omissions Policy in such amounts as may be reasonably determined by Franchisor; Franchisee is responsible to reimburse Franchisor the full annual premium amounts as reasonably determined by Franchisor as of the policy inception dates. Premiums reimbursed by Franchisee to Franchisor are non-refundable, regardless of a termination or transfer of the Franchise occurring during the term of the policy. Franchisor will seek to obtain coverage on commercially reasonable terms (typically on a "claims-made" basis), consideration being given to the fact that each and every office shall be insured. Franchisee acknowledges its responsibility to review and understand the Errors & Omissions Policy coverage and policy limits and to procure whatever supplemental and/or tail Errors & Omissions coverage Franchisee may deem necessary. Franchisee agrees to defend, indemnify and hold Franchisor and/or its franchisees (other than Franchisee) harmless for, from and against any acts of Franchisee and Franchisee's agents, servants and employees that result in damage or harm to Franchisor and/or to its other franchisees.

15.2 Errors and Omissions Indemnification. If this Agreement or the Franchise granted hereunder is terminated for any reason, and thereafter Franchisor is obligated to pay the errors and omissions deductible or any other amount that it is obligated to pay on an errors and omissions claim arising out of a transaction handled by Franchisee, then Franchisee does hereby agree to repay the amount to Franchisor and to defend, indemnify and hold Franchisor harmless for, from and against any and all liability Franchisor might have on the errors and omissions claim arising by virtue of the activity of Franchisee while this Agreement was in effect.

16. MATERIAL BREACH, TERMINATION/CROSS DEFAULT AND VOLUNTARY ABANDONMENT.

16.1 Termination for Breach/Cross Default. Any breach by Franchisee of the provisions of this Agreement shall be grounds for termination for cause by Franchisor of the Franchise granted hereunder, as well as any and all other Franchises granted by Franchisor to Franchisee (including any Franchisee affiliate) regardless of whether or not any and all other Franchises are in breach. Written notice of breach shall be given to Franchisee and thereafter Franchisee shall have thirty (30) days in which to cure the same, if the breach may be cured. Thereafter, Franchisor may immediately terminate the Franchise by written notice to Franchisee if any of the breaches described in the notice are not cured within the above-mentioned thirty (30) day cure period; this action to terminate the Franchise will simultaneously terminate any and all other Franchises granted by Franchisor to Franchisee (including any Franchisee affiliate) unless otherwise agreed upon in writing and signed by both Franchisor and Franchisee.

16.2 Immediate Termination. In addition to the rights described in Sections 10.1, 10.2, and 16.1 above, Franchisor, by a written notice to Franchisee effective immediately, may terminate the Franchise granted hereunder for cause, without the opportunity for cure, on the following grounds:

A. Voluntary abandonment of the Franchise or Franchisee's business by Franchisee, as described in Section 16.3;

B. The conviction of Franchisee or an officer, director, shareholder, member or partner of Franchisee of an offense directly related to the Franchise;

C. Bankruptcy or insolvency of Franchisee or of any owner of more than 50% of its stock, membership interests, partnership interests or other equity interests;

D. Assignment for the benefit of creditors or similar disposition of the assets of the Franchise;

E. Any act by or conduct of Franchisee or an officer, director, shareholder, member or partner of Franchisee that materially impairs the goodwill associated with the Marks;

F. Failure to strictly comply with the arbitration process as described in Section 22 of this Agreement;

G. Without the prior written consent of Franchisor, operation by Franchisee of any other business or business activity in or from the Franchise premises;

H. Failure of Franchisee, or an officer, director, shareholder, member or partner of Franchisee to keep in good standing all required regulatory licenses;

I. Failure of Franchisee to keep and maintain a telephone listing and service in good standing or the failure to pay the telephone bills resulting in a termination and discontinuance of telephone service;

J. Franchisee's receipt, during any consecutive 24-month period, of three or more notices of default under this Agreement (whether or not the notices relate to the same or to different defaults and whether or not each default is timely cured by Franchisee);

K. Failure to respond to Franchisor's written, telephonic or electronic communication sent to Franchisee within 5 business days after trying to communicate; and

L. Franchisee bills any insurance company or other client for services performed on any billing invoice or form not furnished and provided by Franchisor, or on which invoice or billing the insurance company or client is not instructed to make payment for the said bill to Franchisor.

16.3 Abandonment of Franchise. If Franchisee shall absent himself from the Franchise premises, or shall fail to make provision for conduct of the Franchise by its agents, servants or employees, Franchisee will be deemed to have abandoned the Franchise and Franchisor may forthwith terminate the Franchise granted under this Agreement for cause, without opportunity for cure, pursuant to Section 16.1.

16.4 Right to Withhold Services/Obligations While In Default. If Franchisee commits any act or omission that would give rise to Franchisor's right to terminate, then Franchisor is permitted to, instead of or in addition to terminating, withhold, postpone, or forgo any services, payments, access to any electronic systems or other materials or programs, or any other obligations imposed on Franchisor by this Agreement or the Manual, until Franchisee has cured its violation or has otherwise remedied the default to Franchisor's satisfaction.

16.5 Additional Remedies. In addition to any other remedies Franchisor may have, at law or under this Agreement, Franchisee agrees to pay as liquidated damages such amounts as set forth in the Manual from time to time should Franchisee fail to meet any quality measures, performance standards, or service requirements set out in this Agreement or the Manual, which liquidated damages Franchisee acknowledges are a reasonable pre-estimation of the internal and external cost to Franchisor related to such failures. Such liquidated damages will range from $1-$250 for each violation, and may be assessed each week Franchisee is found to be in violation. Any liquidated damages assessed shall be immediately due and payable by Franchisee within ten (10) days of Franchisor providing notice to the Franchisee of a violation. Franchisee's obligation to pay liquidated damages as provided herein is not an exclusive remedy. Franchisor may elect to pursue other remedies available to it, including without limitation, the right to enjoin continuing violations or termination of this Agreement.

17. EVENTS UPON TERMINATION, CONTINUITY OF BUSINESS AND ATTORNEY IN FACT.

17.1 Effect of Termination. In the event of termination of this Agreement or the Franchise granted hereunder for any reason, all books, records, client lists, the Manual, materials containing the Marks, and files shall become the property of Franchisor, and Franchisee shall deliver such items and all copies to Franchisor within three days after the termination effective date, as Franchisor may require, and Franchisee shall immediately cease using any of the foregoing. Franchisee will sign Franchisor's then current form of Termination Agreement. Franchisee will immediately cease use of the Marks upon termination of this Agreement for any reason. Franchisee shall promptly execute such documents or take such actions as may be necessary to abandon the Franchisee's use of any assumed name containing any of the Trademarks adopted by the Franchisee and to remove the Franchisee's listing as a business from all phone and online directories. Franchisor shall have the right to obtain injunctive relief, without notice to Franchisee, from any court, which relief shall require Franchisee to comply with the terms of this paragraph.

17.2 Right to Enter Franchisee's Business Premises. In the event of an uncured default hereunder by Franchisee, or if the Franchise has been terminated, Franchisor shall have the right to enter Franchisee's business premises and do and perform all acts and services reasonably required or necessary for the purpose of conducting the business franchised herein, without prejudice to Franchisor's right to terminate this Agreement or the Franchise granted hereunder.

17.3 Power of Attorney. At the time this Agreement or the Franchise granted hereunder is terminated or expires, pursuant to the document set forth as Exhibit B, which shall have been signed contemporaneously with the execution and delivery of this Agreement, Franchisor shall succeed to all telephone listings, including any facsimile or electronic mailing arrangements, and all post office boxes and the right to instruct the postal department with relation to any continuity, change or forwarding arrangement, and the right to instruct the telephone company with relation to continuing, changing or rerouting of telephone services. Franchisor shall also succeed to any website, email address or other electronically controlled media containing any reference to "Frontier" or "Frontier Adjusters." Franchisee will immediately notify Franchisor and execute and deliver to Franchisor a new document in the form set forth as Exhibit B each time any of the information required on Exhibit B changes. For the purpose of enabling Franchisor to carry out the terms and conditions of this Section, Franchisee does hereby irrevocably appoint Franchisor as Franchisee's true and lawful attorney-in-fact to effect such continuity or changes involving the telephone, any electronic medium, and postal arrangements as Franchisor, by and through its officers, may direct. Franchisee agrees to promptly execute any and all documents required by Franchisor to effect the transfers herein described.

17.4 Survival. Notwithstanding the termination of this Agreement or the Franchise hereunder, all provisions, which by their terms, shall survive the termination of the Franchise (such as indemnification, restrictive covenants, and provisions with respect to the Marks), and all provisions herein necessary to enforce and interpret such provisions, including, without limitation the provisions regarding arbitration and injunctive relief, shall survive the termination or expiration of the Franchise or of this Agreement.

18. MINIMUM PERFORMANCE.

After this Agreement has been in effect for three months, Franchisee must attain, for any three (3) calendar month period, either: (a) gross billings of not less than Ten Thousand Dollars ($10,000) for the Advertised Location as evidenced by the billings of Franchisee received by Franchisor for the Franchised Services actually performed by Franchisee not later than ten (10) days following the last day of each three (3) calendar month period or, (b) if Franchisee owns multiple Advertised Locations, average gross billings of not less than Ten Thousand Dollars ($10,000) per Advertised Location for all of Franchisee's Advertised Locations for that same three (3) calendar month period. By way of example, if Franchisee owns two (2) Advertised Locations and the first Advertised Location had gross billings of Six Thousand Dollars ($6,000) for the three (3) calendar month period and the second Advertised Location had gross billings of Twenty Thousand Dollars ($20,000) for the three (3) month calendar period, the average gross billings per Advertised Location for the three (3) month calendar period would be Thirteen Thousand Dollars ($13,000) and the Minimum Performance requirement of Ten Thousand Dollars ($10,000) would be met for the three (3) month calendar period. If Franchisee is executing this agreement as a renewal of a franchise, the minimum performance requirement will begin as of the effective date of this Agreement. The waiver of Franchisor's right to terminate this Agreement for the failure of Franchisee to make the gross billing minimum for any three (3) calendar month period shall not constitute a waiver of Franchisor's right to terminate this Agreement for any subsequent failure of Franchisee to meet such gross billing requirement. Breach of this Section is not subject to cure as provided in Section 16.1.

19. CONSENT PRIOR TO SUIT, FRANCHISOR'S RIGHT TO SETTLE CLAIMS OF ALL KINDS; INDEMNITY.

19.1 Consent of Franchisor Prior to Suit. Franchisee acknowledges in the course of Franchisee's operations pursuant to the terms of this Agreement, complaints and disputes may arise between Franchisee and a client using Franchisee's services. Franchisee covenants and agrees to confer with Franchisor and

receive Franchisor's written approval before instituting or threatening to institute any legal action against any client of Franchisee or any of Franchisor's clients against whom Franchisee is contemplating suit.

19.2 Franchisor's Right to Settle Claims. In the event of a billing or other dispute between Franchisee and a client for whom Franchisee has provided services, Franchisee does hereby grant and extend to Franchisor the discretionary right to investigate, settle and resolve said claim, to which settlement Franchisee will be bound, whether the dispute arises before or after the termination of the Franchise or this Agreement.

19.3 Limitation of Claims. Except for claims arising from Franchisee's non-payment or underpayment of amounts Franchisee owes Franchisor, any and all claims arising out of or relating to this Agreement or Franchisor's relationship with Franchisee will be barred unless a judicial 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 the claims.

19.4 Indemnification by Franchisee. In the event that litigation is instituted against Franchisor growing out and as the result of activities of Franchisee and with respect to which claim no action or activity of Franchisor is involved, but Franchisor is nevertheless named in the litigation and served with process, then Franchisee covenants and agrees to indemnify, defend and hold Franchisor harmless for, from and against any costs Franchisor expends in the defense of such action.

20. NOTICE.

All written notices, reports and payments permitted or required to be delivered by the provisions of this Agreement (other than payments that may be made by electronic funds transfer) will be deemed to be delivered at the time delivered by hand, twenty-four (24) hours after being sent by facsimile against conformed copy or by electronic e-mail, or three (3) business days after being placed in the mail by certified or registered mail, return-receipt requested, postage prepaid and addressed to the party to be notified at the address specified on the signature page of this Agreement or at the most current principal business address of which the receiving party has given notice in accordance with this Section.

21. GOVERNING LAW/CONSENT TO JURISDICTION.

This Agreement shall become valid when executed and accepted by Franchisor in Cleveland, Ohio. 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 and the Franchise shall be governed by, and construed in accordance with, the laws of the State of Ohio, provided, however, that the restrictive covenants contained in Section 6 may be governed by, and construed in accordance with, the laws where such restrictions apply. Subject to the arbitration provisions described in Section 22, either party may institute any action against the other arising out of or relating to any violation of the provisions of this Agreement in any state or federal court of general jurisdiction in the State of Ohio and Franchisee irrevocably submits to the jurisdiction of such court and waives any objection Franchisee may have to either the jurisdiction or venue of such court. However, the Franchisor and Franchisee hereby mutually agree that any claim arising out of or relating to any violation of the provisions of this Agreement, or any other agreement between the parties, must be filed no more than six (6) months after the date of the alleged action that gives rise to or is the basis of the claim. Franchisor and Franchisee waive any statute of limitations to the contrary.

22. BINDING EFFECT.

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, and permitted assigns and successors in interest, and shall not be modified except by written agreement signed by both Franchisee and Franchisor.

23. ARBITRATION.

23.1 Consent to Arbitration. This Agreement is a written agreement evidencing a transaction involving commerce and is, therefore, subject to the terms and provisions of the Federal Arbitration Act Title 9 of the United States Code. Except for a controversy or claim relating to the use and/or ownership of any of the Marks, or the restrictive covenants contained in Section 6, any controversies or claims arising out of this Agreement or any other agreements between the parties or with regard to their interpretation, formulation or breach, shall be settled by binding arbitration conducted in Cuyahoga County, Ohio, according to the commercial rules of the American Arbitration Association as modified herein below. If either of the parties to this Agreement files a complaint in any state or federal court (as opposed to seeking such binding arbitration) and the court determines that a contractual right exists to require such complaint be settled via binding arbitration, the plaintiff filing such complaint in any state or federal court will be responsible for reimbursing the defendant for any and all related legal expenses such defendant incurs in conjunction with responding to the filed complaint. Franchisee hereby grants Franchisor a right of offset to recover any funds due Franchisor related to any such litigation.

23.2 Arbitration Procedure. In the event of any controversy or claim as stated above, either party shall send written notice to the other party and the Regional Office of the American Arbitration Association closest to Franchisor's offices in Cleveland, Ohio, invoking the binding arbitration provisions of this Agreement. In the event that either party shall make demand for arbitration, such arbitration shall be conducted in Cuyahoga County, Ohio. The American Arbitration Association shall forward to the parties a written list of proposed arbitrators, each of whom shall have established experience and knowledge in franchise law. Each party shall have ten (10) days from the date of mailing by the American Arbitration Association of the written list of proposed arbitrators within which to return said written list with the party's choice of arbitrators to the other party and the American Arbitration Association. If either party fails to return the written list of proposed arbitrators to the American Arbitration Association with that party's choice within the ten (10) days, it shall be conclusively determined that said party has approved the appointment of any arbitrator named in the written list. The parties further consent to the jurisdiction of any appropriate court to enforce the provisions of this Section and/or to enter a judgment upon any award rendered by the arbitrators.

23.3 Additional Parties; Discovery. In the event that any controversy or claim arising from this Agreement also involves any officer, director, employee, member, partner, shareholder, representative, or agent of either party, then any such controversy or claim shall also be submitted to binding arbitration in the same manner as explained above. In the event any controversy or claim is submitted to binding arbitration as explained above, the parties further agree that discovery prior to arbitration shall be restricted solely to exchanging lists of those witnesses and documents that are to be presented at the hearing before the arbitrator, unless the parties mutually agree in writing to expand the scope of discovery.

23.4 Arbitral Awards. Except as limited by this Agreement, the arbitrator shall have the right to award or include in the arbitration award any relief deemed proper in the circumstances including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorney fees and costs provided that the arbitrator shall not have the authority to award exemplary or punitive damages. However, Franchisor and Franchisee mutually agree that money damages shall be limited to the greater of either (a) the sum of the Royalty Fees paid under

this Agreement by Franchisee to Franchisor prior to the date that either party invokes the binding arbitration provisions of this Agreement, or (b) One Hundred Thousand Dollars ($100,000.00). To the extent not determined by the arbitrator, each party shall bear its own costs with respect to the arbitration proceedings, and shall split the cost of the arbitrator.

23.5 Right to Injunctive Relief. Although all controversies and claims are to be settled by binding arbitration, Franchisor expressly reserves the right, at its sole discretion, to seek temporary injunctive relief, pending completion of the arbitration proceedings, from a court of competent jurisdiction to enforce Franchisee's post termination covenants not to compete as stated in Section 6, and to enjoin Franchisee from any existing or threatened conduct that Franchisor believes could cause any harm or damage to Franchisor or to its franchise system. Franchisee agrees that Franchisor may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of Franchisee, in the event of the entry of such injunction, shall be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). In the event Franchisor files a lawsuit to seek temporary injunctive relief as described above, the filing shall not constitute, nor be deemed by anyone to constitute, a waiver by Franchisor of its right to invoke the binding arbitration provisions of this Agreement.

23.6 Independent Resolution of Disputes. The parties agree that the arbitration of any disputes between them shall be conducted on an individual basis and such disputes shall not be arbitrated on a class-wide basis nor shall any of these disputes be consolidated with the arbitration of any other disputes that might arise between Franchisor and any of its other franchisees or other franchisees.

23.7 Savings Clause. If any provision of this Section 22 is unenforceable for any reason, that provision may be appropriately limited and given effect to the maximum extent provided by applicable law.

24. ENFORCEMENT.

24.1 Severability and Substitution of Valid Provisions.

(i) Each section, subsection, term and provision of this Agreement, shall be considered severable. If any 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, arbitrator, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor 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 other provisions shall continue to be given full force and effect and bind the parties hereto, although any portion held to be invalid shall be deemed not to be a part of this Agreement.

(ii) If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required hereunder, or the taking of 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 specification, standard or operating procedure prescribed by Franchisor 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 Franchisor shall have the right, in its sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may

result from striking from any of the provisions hereof, or any specification, standard or operating procedure prescribed by Franchisor, any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order. Such modifications to this Agreement shall be effective only in such jurisdiction, unless Franchisor elects to give them greater applicability, and shall be enforced as if originally made and entered into in all other jurisdictions.

24.2 Waiver of Obligations.

(i) Franchisor and Franchisee may in writing waive or reduce any obligation of or restriction upon the other under this Agreement. Any waiver granted by Franchisor shall be without prejudice to any other rights Franchisor may have, will be subject to continuing review by Franchisor, and may be revoked, in Franchisor's sole discretion, at any time and for any reason, effective upon delivery to Franchisee of ten (10) days prior written notice.

(ii) Franchisor and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation the right to demand exact compliance with every term, condition and covenant herein or to declare any breach of that to be a default and to terminate the Franchise prior to the expiration of its term) by virtue of (A) any custom or practice of the parties at variance with the terms hereto; (B) any failure, refusal or neglect of Franchisor or Franchisee to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory specification, standard, or operating procedure; (C) waiver, forbearance, delay, failure or omission by Franchisor to exercise any right, power or option, whether of the same, similar or different nature, with respect to other of Franchisor's Franchisees; or (D) the acceptance by Franchisor of any payments due from Franchisee after breach of this Agreement.

24.3 Force Majeure. Neither Franchisor 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 labor, material or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate requests, recommendations or instructions of any federal, state or municipal government or any department or agency; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or omissions of the other party; (3) fires, strikes, embargoes, war, or riot; or (4) 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.

25. CONSTRUCTION.

25.1 No Third-Party Beneficiaries. Except as expressly set forth herein, 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.

25.2 Headings. The headings of the several sections and subsections hereof are for convenience only and do not define, limit or construe the contents of such sections or subsections.

25.3 Time is of the Essence. Time is of the essence of this Agreement. To the extent any applicable statute grants Franchisee any time period in which to elect remedies, such time period shall not be extended without Franchisor's written consent.

25.4 Counting of Days. In computing the numbers of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and federal holidays; provided, however, that if the

final day of any time period falls on a Saturday, Sunday or federal holiday, then the final day shall be deemed to be the next day that is not a Saturday, Sunday or federal holiday.

25.5 Integration. This Agreement, together with the schedules and exhibits hereto, and the mandatory provisions of the Manual (which may be periodically modified), constitutes the entire agreement between the parties with respect to the Franchise. This Agreement terminates and supersedes any prior agreements between the parties concerning the Franchise and the subject matter hereof. However, nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document.

26. RIGHTS OF PARTIES ARE CUMULATIVE.

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

27. ATTORNEY FEES AND EXPENSES.

Except to the extent otherwise set forth herein, in the event any action is initiated for any breach of, or default in, any of the terms or conditions of this Agreement, then the party in whose favor judgment shall be entered shall be entitled to have and recover from the other party all costs and expenses (including reasonable attorneys' fees), incurred in such action and any appeal therefrom.

IN WITNESS WHEREOF the parties have executed this Agreement and it shall be effective as of the day and year first herein above written.

FRANCHISOR:

FRONTIER ADJUSTERS, INC.
a Colorado Corporation

By: _____
Name: Tony Scott
Title: Vice President of Operations

Address: 26 Century Blvd., Ste. NT350
Nashville, Tennessee 37214
Facsimile No: 800-553-4799

FRANCHISEE:

By_____
Name/Title _____
An Employee of _____

Business Address:_____
_____
Attn:_____
Facsimile No:_____

ACCEPTANCE OF OWNERS

Each of the undersigned (and their spouses) hereby accept and agree to be personally bound by the provisions of the following Sections of the foregoing Franchise Agreement to the same extent as Franchisee: 6, 7, 9, 10.4, 10.7, 10.11, 12.3, 13, 14, 20, and 22 and any other provisions necessary to interpret or enforce any of the foregoing.

Individual operating the Franchise: _____

Date: _____

Spouse of Individual operating the Franchise: _____

Date: _____

Any other individuals and their spouses who sign the guarantee: _____

Date: _____

_____

Date: _____

_____

Date: _____

_____

Date: _____

EXHIBIT A TO THE FRANCHISE AGREEMENT

CERTIFICATE, GUARANTEE AND ASSUMPTION OF OBLIGATIONS BY OWNERS

THIS CERTIFICATE, GUARANTEE AND ASSUMPTION OF OBLIGATIONS BY OWNERS ("Guarantee") is given this ____ day of _____, 20__, by each person who owns 20% or more of _____ ("Franchisee").

In consideration of, and as an inducement to, the execution of the Franchise Agreement of even date herewith ("Agreement") by FRONTIER ADJUSTERS, INC. ("Franchisor"), each of the undersigned hereby personally and unconditionally (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant described in the Agreement; and (2) shall be personally bound by, and personally liable for the breach of each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities including, without limitation, the provisions of Section 6, and those regarding protection of the Marks, and transfer of ownership of Franchisee.

Each of the undersigned waives: acceptance and notice of acceptance by Franchisor of the foregoing undertakings; notice of demand for payment of any indebtedness or nonperformance 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; any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (1) its direct and immediate liability hereunder shall be joint and several; (2) it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor 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, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Agreement.

The undersigned agrees to pay all expenses paid or incurred by Franchisor in enforcing the foregoing Agreement and this Guarantee against Franchisee and against the undersigned and in collecting or attempting to collect any amounts due thereunder and hereunder, including reasonable attorneys' fees if such enforcement or collection is by or through an attorney-at-law. Any waiver, extension of time or other indulgence granted from time to time by Franchisor, its agents, its successors or assigns, with respect to the Agreement, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

This Guarantee is personal to each of the undersigned and the obligations and duties imposed herein may not be delegated or assigned; provided, however, that this Guarantee shall be binding upon the successors, assigns, and personal representatives of each of the undersigned. This Guarantee shall inure to the benefit of Franchisor, its affiliates, successors and assigns.

In the event that any one or more provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Guarantee shall be construed to bind the undersigned to the maximum extent permitted by law that is subsumed within the terms of such provision as though it were separately articulated herein.

This Guarantee shall be interpreted and construed under the laws of the State of Ohio, which laws shall prevail in the event of any conflict of law. The undersigned agree that any action, suit or proceeding to enforce this Guarantee or arising hereunder or concerning the interpretation of this Guarantee shall be subject to arbitration to the same extent as provided in Section 22 of the Agreement.

Each of the undersigned hereby acknowledges that (i) it is a condition to the granting of the Agreement to Franchisee that each of the undersigned shall execute and deliver this Guarantee to Franchisor, (ii) that Franchisor has entered into the Agreement in reliance upon the agreement of the undersigned to do so, and (iii) that, as owners of the Franchisee, the undersigned have received adequate consideration to support their execution of this Guarantee. This Guarantee does not grant or create in the undersigned any interests, rights or privileges in the Franchise or the Agreement.

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

GUARANTOR(S) (INCLUDING ALL SPOUSES)	PERCENTAGE OF OWNERSHIP IN FRANCHISEE
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

EXHIBIT B TO THE FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS, TELEPHONE LISTINGS AND INTERNET ADDRESSES

THIS ASSIGNMENT is entered into this ____ day of _____, 20___, in accordance with the terms of the Frontier Adjusters, Inc. Franchise Agreement ("Franchise Agreement") between _____ ("Franchisee") and Frontier Adjusters, Inc. ("Franchisor"), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate a Claims Adjusting Business ("Franchise Business").

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor (1) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "Telephone Numbers and Listings") and (2) those certain Internet Website Addresses ("URLs") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Franchise Business. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone company and/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "Telephone Company") and/or Franchisee's internet service provider ("ISP") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement, Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers, the Listings and the URLs, and, in such event, Franchisee shall have no further right, title or interest in the Telephone Numbers, Listings and URLs, and shall remain liable to the Telephone Company and the ISP for all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Telephone Numbers, Listings and URLs, and Franchisee appoints Franchisor as Franchisee's true and lawful attorney-in-fact to direct the Telephone Company and the ISP to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Telephone Company and the ISP to assign the Telephone Numbers, Listings and URLs to Franchisor. If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Telephone Numbers, Listings and URLs to Franchisor, Franchisor shall direct the Telephone Company and the ISP to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Telephone Company and the ISP may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers, Listings, and URLs upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

ASSIGNEE:	**ASSIGNOR:**
Frontier Adjusters, Inc.	FRANCHISEE
By: _____	By: _____
Name: Tony Scott	Name: _____
Its: Vice President of Operations	Its: _____

State of _____
County of _____

On this the ____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared, Franchisee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that s/he executed the same for the purpose therein expressed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My commission expires	Notary Public

EXHIBIT C TO THE FRANCHISE AGREEMENT

FRANCHISE AGREEMENT dated the _____ day of _____, 20__, between FRONTIER ADJUSTERS, INC., a Colorado Corporation, as Franchisor, and _____ as Franchisee.

Franchisee agrees to maintain and utilize computer hardware, computer software, other equipment, and services as summarized below. Franchisee acknowledges that Franchisor has the right to amend their hardware, software, equipment, and service requirements so as to sufficiently enable Franchisee to provide service in a prompt and professional manner.

A) Personal Computer with internet connectivity.

B) Cellular "Smartphone" or mobile device with email and internet capabilities.

C) Internet service and a Frontier branded e-mail address.

D) Answering machine, voice mail, or an answering service.

E) High speed internet access with a minimum of 30MB download and 5MB upload speeds, or if such speeds are not available in your area, the highest speeds available

F) Digital camera with a minimum of 6 pixels.

G) Digital recorder for securing recorded statements.

H) Multi-page document scanner.

I) Paper shredder for shredding documents that may contain sensitive information.

J) Up-to-date version of Google Chrome

K) MS Office 2010 or higher

L) Adobe Acrobat Standard or higher

M) Endpoint security software which includes but is not limited to up-to-date antivirus software, firewall protection.

N) Auto estimating software.

O) Property estimating software (preferably Xactimate)

Accepted and Agreed:

Franchisee

By: _____

Its: _____

This Compliance Certification Form is not applicable to and shall not be used as to any franchise offer and/or sale involving any California resident and/or franchisee as the Franchisee Acknowledgement violates of California Corporations Code sections 31512 and 31512.1.

Do not sign this Questionnaire and Certification if you are a resident of Maryland, or the business is to be operated in Maryland.

EXHIBIT D TO THE FRANCHISE AGREEMENT

Frontier Adjusters, Inc. Compliance Certification Form

The Disclosure Document was provided to me by:

1) At least 14 calendar days before I signed a binding agreement.

Franchisee's Initials _____

2) At least 14 calendar days before I made any payment to Frontier.

Franchisee's Initials _____

Representations:

No promises, agreements, contracts, commitments, understanding, "side-deals", options, rights-of-first-refusal or otherwise have been made to or with me respect to any matter (including but not limited to any representatives or promises regarding advertising, marketing, site location, operational assistance or otherwise) nor have I relied in any way on any such except as expressly set forth in the Franchise Agreement or written
Addendum signed by me and the CEO or COO of Franchisor except as follows:
_____
_____

Franchisee's Initials _____

No oral, written or visual claim or representation, promise, agreement, contract, commitment, understanding or otherwise which contradicted, expanded upon or was inconsistent with the Disclosure Document or the Franchise Agreement was made to me by any person or entity, except as follows:
_____
_____

Franchisee's Initials _____

No oral, written, or visual claim or representation (including but not limited to charts, tables, spreadsheets, or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) was made to me by any person or entity, except as follows:
_____
_____

Franchisee's Initials _____

No contingency, condition, prerequisite, prior requirement, provision, reservation, impediment, stipulation, provision, or otherwise exists with respect to any matter (including but not limited to obtaining financing, selection, purchase, lease or otherwise of site, operational matters or otherwise) and/or with respect to my fully performing all of my obligations under the Franchise Agreement and/or any other documents to be executed by me nor have I relied in any way on such, except as expressly set forth in a writing signed my me and the CEO or COO of Franchisor, except as follows:

_____

_____

Franchisee's Initials _____

A list of current franchisees and their contact information was provided to me in the FDD by the Franchisor and I acknowledge that I had the opportunity to contact any of the franchisees included in such list. Neither Franchisor nor any of its officers, employees or agents (including any area representative or franchise broker) have made any statements leading me to believe that I may not contact current franchisees; nor have they made any statements leading me to believe I may only contact certain franchisees except as follows:

_____

_____

Franchisee's Initials _____

I understand that the Franchise Agreement includes a personal guaranty which requires me to personally guaranty all of the Franchisee's obligations included in the Franchise Agreement, except as follows:

_____

_____

Franchisee's Initials _____

The Franchisor advised me to consult with a legal and/or financial advisor prior to entering into the Franchise Agreement. Neither Franchisor nor any of its officers, employees or agents (including any area representative or franchise broker) shall be responsible for any advice or statements made by such advisors nor shall they be responsible for my failure to consult with a legal and/or financial advisor, except as follows:

_____

_____

Franchisee's Initials _____

Franchisor does not make or endorse nor does it allow any marketing representative, broker or other individual to make or endorse any oral, written, visual or other claim or representation (including but not limited to charts, tables, spreadsheets, or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects, or otherwise (or from which such items might be ascertained) with respect to this or any other Franchise, whether made on behalf or for Franchisor, any Franchisee or other individual and expressly disclaims any such information, data or results.

In addition, Franchisor does not permit any promises, agreements, contracts, commitments, understandings, "side deals", options, rights-of-first-refusal or otherwise or variations of, changes in or supplements to the Franchise Agreement or the existence of any contingencies or conditions to Franchisee's obligations except by means of a written Addendum signed by Franchisee and Franchisor.

If any such representations, “side deals”, contingencies or otherwise have been made by you, by any person or otherwise exist, immediately inform the CEO of the Franchisor.

The prospective franchisee understands and agrees to all of the foregoing and certifies that all of the above statements are true, correct and complete.

Franchisee acknowledges that Franchisor has relied upon Franchisees’ representations made herein as a basis on which to enter into the Franchise Agreement.

This Compliance Certification Form does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Franchisee:

_____

Date:

_____

EXHIBIT C

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

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 FORM.

Frontier Adjusters, Inc.
Consolidated Balance Sheet
Fiscal Year 2023 - as of February 28, 2023

Current Assets	
Cash & Cash Equivalents	1,000,677
Receivables, net	8,807,727
Current Portion of Promissory Notes	51,990
Other	9,080
Total Current Assets	9,869,474
Property & Equipment, net	63,272
Other Assets	
Advances to Franchisees, net current portion	48,385
Promissory Notes, net of current portion	25,072
Related Party Receivables	2,162,164
Software, net	544,549
Total Other Assets	2,780,170
Total Assets	**12,712,916**
Current Liabilities	
Accounts Payable & Accrued Expenses	159,275
Franchisee Remittance Payable	8,250,993
Income Taxes Payable	(5,477)
Other	495,948
Total Current Liabilities	8,900,739
Other Liabilities	
Deferred Revenue	354,447
Related Party Payables	594,561
Total Other Liabilities	949,008
Equity	2,863,169
Total Liabilities & Equity	**12,712,916**

Frontier Adjusters, Inc.
Consolidated Statement of Income
Fiscal Year 2023 as of February 28, 2023

Revenue		
Franchisee Fees	$	2,824,530
Other		660
Total Revenue	$	2,825,190
Cost and Expenses		
Office	$	27,852
Advertising & Promotion		32,081
Compensation & Employee Benefits		621,780
General & Other		446,266
Total Cost	$	1,127,979
EBITDA	$	1,697,211

Frontier Adjusters, Inc. and Subsidiary

Consolidated Financial Statements
For the years ended June 30, 2022, 2021, and 2020

Frontier Adjusters, Inc. and Subsidiary

Consolidated Financial Statements

For the years ended June 30, 2022, 2021, and 2020

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Ciuni & Panichi
CPAs and Business Advisors

Where Relationships Count.

Independent Auditor's Report

To the Board of Directors
Frontier Adjusters, Inc. and Subsidiary

Opinion

We have audited the accompanying consolidated financial statements of Frontier Adjusters, Inc. and Subsidiary (collectively, the "Company"), which comprise the consolidated balance sheets as of June 30, 2022 and 2021, and the related consolidated statements of income and comprehensive income, equity, and cash flows for the years ended June 30, 2022, 2021, and 2020, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of June 30, 2022 and 2021, and the results of their operations and their cash flows for the years ended June 30, 2022, 2021, and 2020 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our 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 available to be issued.

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To the Board of Directors
Frontier Adjusters, Inc. and Subsidiary

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Cuini & Panichi, Inc.

Cleveland, Ohio
February 3, 2023

Frontier Adjusters, Inc. and Subsidiary

Consolidated Balance Sheets

June 30, 2022 and 2021

Assets

	2022	2021
Current assets:		
Cash and cash equivalents	$ 1,125,795	$ 1,015,548
Receivables, net	615,962	488,846
Current portion of advances to licensees and franchisees	-	28,104
Current portion of promissory notes	54,768	47,271
Income taxes receivable	-	8,230
Other	36,702	47,296
Total current assets	1,833,227	1,635,295
Property and equipment, net	77,114	115,669
Other assets:		
Advances to licensees and franchisees, net current portion	33,333	26,804
Promissory notes, net of current portion	75,537	21,030
Related party receivables	2,234,924	2,087,237
Software, net	507,009	335,514
Deferred taxes	3,303,480	3,666,737
Total other assets	6,154,283	6,137,322
Total assets	$ 8,064,624	$ 7,888,286

Liabilities and Equity

	2022	2021
Current liabilities:		
Accounts payable and accrued expenses	$ 544,391	$ 583,991
Licensees' and franchisees' remittances payable	337,984	250,151
Income taxes payable	8,398	-
Other	242,366	159,403
Total current liabilities	1,133,139	993,545
Other liabilities		
Deferred revenue	397,431	312,226
Related party payables	498,066	570,035
Total other liabilities	895,497	882,261
Equity:		
Common stock $.001 par, 10,000 shares authorized, 1,000 shares issued and outstanding	1	1
Additional paid in capital	4,068,551	4,068,551
Retained earnings	1,967,436	1,903,591
Accumulated other comprehensive income	-	40,337
Total equity	6,035,988	6,012,480
Total liabilities and equity	$ 8,064,624	$ 7,888,286

The accompanying notes are an integral part of these consolidated financial statements

Frontier Adjusters, Inc. and Subsidiary

Consolidated Statements of Income and Comprehensive Income

For the years ended June 30, 2022, 2021, and 2020

	2022	2021	2020
Revenue			
Continuing licensee and franchisee fees	$ 4,137,762	$ 4,205,929	$ 4,586,699
Sale of franchises	69,278	56,831	62,238
Other	7,969	7,878	10,290
	4,215,009	4,270,638	4,659,227
Cost and expenses			
Office	266,437	259,684	222,735
Advertising and promotion	50,743	30,994	41,917
Depreciation and amortization	167,307	123,572	38,696
Change in allowance for doubtful accounts	-	(73,409)	7,100
Compensation and employee benefits	1,147,037	1,613,226	1,614,154
General and other	182,593	508,656	498,721
	1,814,117	2,462,723	2,423,323
Income from operations	2,400,892	1,807,915	2,235,904
Other income (expenses)			
Interest income	252	119	2,948
Loss on sale of fixed assets	-	(17,535)	(1,451)
Other, net	90,716	(58,402)	(6,729)
Total other income (expense), net	90,968	(75,818)	(5,232)
Income before income taxes	2,491,860	1,732,097	2,230,672
Provision (benefit) for income taxes	648,079	425,621	(92,851)
Net income	1,843,781	1,306,476	2,323,523
Other comprehensive income / (loss)	(40,337)	23,761	(10,064)
Total comprehensive income	$ 1,803,444	$ 1,330,237	$ 2,313,459

The accompanying notes are an integral part of these consolidated financial statements

Frontier Adjusters, Inc. and Subsidiary

Consolidated Statements of Equity

For the years ended June 30, 2022, 2021, and 2020

	Common Stock Issued Shares	Common Stock Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Comprehensive Income (Loss)	Total Equity
Balance, June 30, 2019	1,000	$ 1	$ 27,441	$ 30,219,854	$ 26,640	$ 30,273,936
Net income	-	-	-	2,323,523	-	2,323,523
Foreign currency translation	-	-	-	-	(10,064)	(10,064)
Additional paid-in capital	-	-	4,041,110	-	-	4,041,110
Dividends	-	-	-	(30,594,971)	-	(30,594,971)
Balance, June 30, 2020	1,000	1	4,068,551	1,948,406	16,576	6,033,534
Net income	-	-	-	1,306,476	-	1,306,476
Foreign currency translation	-	-	-	-	23,761	23,761
Dividends	-	-	-	(1,351,291)	-	(1,351,291)
Balance, June 30, 2021	1,000	1	4,068,551	1,903,591	40,337	6,012,480
Net income	-	-	-	1,843,781	-	1,843,781
Foreign currency translation	-	-	-	-	(40,337)	(40,337)
Dividends	-	-	-	(1,779,936)	-	(1,779,936)
Balance, June 30, 2022	1,000	$ 1	$ 4,068,551	$ 1,967,436	$ -	$ 6,035,988

The accompanying notes are an integral part of these consolidated financial statements

Frontier Adjusters, Inc. and Subsidiary

Consolidated Statements of Cash Flows

For the years ended June 30, 2022, 2021, and 2020

	2022	2021	2020
Cash flows from operating activities:			
Net income	$ 1,843,781	$ 1,306,476	$ 2,323,523
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	167,307	123,572	38,696
Loss on sale of fixed assets	-	17,535	1,451
Change in allowance for doubtful accounts	-	(73,409)	7,100
Deferred taxes	363,257	323,052	239,414
Net change in assets and liabilities:			
Receivables	(118,886)	(45,700)	89,930
Promissory notes	(62,004)	(10,532)	(4,039)
Other assets	10,594	56,464	10,227
Accounts payable and other liabilities	51,761	(94,007)	(234,532)
Deferred revenue	85,205	11,765	(25,357)
Licensees' and franchisees' remittances payable	87,833	(250,086)	254,304
Net cash provided by operating activities	2,428,848	1,365,130	2,700,717
Cash flows from investing activities:			
Capital expenditures	(300,247)	(340,184)	(226,591)
Related party receivables	(219,656)	(593,893)	(1,634,596)
Advances to licensees and franchisees	(65,421)	(31,919)	(677,511)
Collections of advances to licensees and franchisees	86,996	27,929	786,900
Net cash used in investing activities	(498,328)	(938,067)	(1,751,798)
Cash flows from financing activities:			
Dividends	(1,779,936)	(1,351,291)	-
Net cash used in financing activities	(1,779,936)	(1,351,291)	-
Effect of exchange rate changes on cash	(40,337)	23,761	(10,064)
Net increase (decrease) in cash and cash equivalents	110,247	(900,467)	938,855
Cash and cash equivalents, beginning of year	1,015,548	1,916,015	977,160
Cash and cash equivalents, end of year	$ 1,125,795	$ 1,015,548	$ 1,916,015
Noncash financing and investing activites:			
Distribution of related party receivables as dividends	$ -	$ -	$ 30,594,971
APIC resulting from deferred tax assets at acquisition	-	-	4,041,110

The accompanying notes are an integral part of these consolidated financial statements

Frontier Adjusters, Inc. and Subsidiary

Notes to Consolidated Financial Statements

For the years ended June 30, 2022, 2021, and 2020

Note 1: Summary of Significant Accounting Policies

Principles of Consolidation

These financial statements include the accounts of Frontier Adjusters, Inc., and its Subsidiary (the "Company"). Intra-entity balances and transactions have been eliminated.

Business

Frontier Adjusters, Inc. ("Frontier"), licenses and franchises independent insurance adjusting services throughout the United States. Its wholly owned subsidiary, Frontier Adjusters, Co., Ltd., licensed and franchised independent adjusting services throughout Canada. This subsidiary ceased operations during the year ended June 30, 2022.

Cash Concentration

The Company maintains amounts on deposit in financial institutions, which at times may have balances in excess of federal deposit insurance limits.

Cash Equivalents

The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Promissory Notes

The Company has provided financing to franchisees in support of initial franchise fees. The notes are noninterest-bearing and due upon maturity.

Depreciation and Amortization

Property and equipment is stated at cost. Software is stated at the cost incurred in developing the software, in accordance with the "Internal-Use Software" topic of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Depreciation and amortization are computed using the straight-line method over estimated lives, which range from three to fifteen years for all property, equipment, and software.

At June 30, 2022 and 2021, software of $728,640 and $431,003, respectively, is presented net of accumulated amortization of $221,631 and $95,489, respectively. Future amortization of the software is expected to be $238.976, $181,818, and $86,215 for the years ended June 30, 2023, 2024, and 2025, respectively. At June 30, 2025, the costs are expected to be fully amortized.

Note 1: Summary of Significant Accounting Policies (continued)

Revenue Recognition

The Company recognizes revenue in accordance with the "Revenue from Contracts with Customers" topic of the FASB ASC. In accordance with the "Revenue from Contracts with Customers" topic of the FASB ASC, the Company identifies a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance and collectability of consideration is probable. Revenue is measured as the amount of consideration expected to be received in exchange for transferring goods or providing services.

Royalty revenue generated by franchisee billings is recognized at a point in time as invoiced for services rendered under the terms of the license and franchisee agreement. Initial franchise and transfer fees are recognized on a straight-line basis over the life of the underlying franchise agreement, an input method. Management represents there are no known instances of variable consideration with regard to the recognition of revenue.

Receivables, net on the balance sheets represent receivables from the revenue processes noted above. These receivables at June 30, 2022, 2021, and 2020 were $615,962, $488,846, and $377,967 respectively. Deferred revenue on the balance sheets represents contract liabilities from payment of initial licensing fees to the Company. Deferred revenue at June 30, 2022, 2021, and 2020 was $397,431, $312,226, and $300,461, respectively.

Income Taxes

Income taxes are accounted for under the provisions of the "Income Taxes" topic of the FASB ASC. Deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss and tax credit carry-forwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are differences between the reported amounts of assets and liabilities and their tax basis. Deferred tax assets are reduced by a valuation allowance when it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in the tax laws and rates on the date of enactment.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Note 1: Summary of Significant Accounting Policies (continued)

Foreign Currency Translation

The functional currency of the Company's non-U.S. operation is the applicable local currency. The currency is translated to U.S. dollars using applicable exchange rates at the end of each period. The gains or losses resulting from such translations are included in accumulated other comprehensive income.

Advertising Expense

In prior years, the Company would publish an annual directory of its franchisees and licensees and distribute it throughout the year to clients and potential customers. As the benefits of the directory were realized throughout the year, the Company would record a liability and expense the costs associated with these events evenly throughout the year. Beginning during the year ended June 30, 2020, the Company no longer publishes this directory. All other advertising expenditures are expensed when incurred.

Recent Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases* (ASU 2016-02). The new standard establishes a right-of-use model that requires a lessee to record a right-of-use asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of income and comprehensive income. Subsequently issued ASUs have delayed the effective date of ASU 2016-02 to the Company's year beginning after December 15, 2021. Management is currently evaluating the impact of ASU 2016-02 on its consolidated financial statements.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments-Credit Losses: Measurement of Credit Losses on Financial Instruments* (Topic 326) (ASU 2016-13). Subsequently, ASU 2016-13 was updated with ASU 2020-10, *Financial Instruments – Credit Losses, Derivatives and Hedging and Leases*. This guidance replaces the incurred loss impairment methodology in current U.S. GAAP with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. The amendments in the ASU are effective for fiscal years beginning after December 15, 2022. Management is currently evaluating the impact of ASU 2016-13 on its consolidated financial statements.

Subsequent Events

In preparing these consolidated financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through February 3, 2023, the date the consolidated financial statements were available to be issued.

Note 2: Supplemental Cash Flow Information

Supplemental cash flow information for the years ended June 30:

	2022	2021	2020
Cash paid during the year:			
Interest	$ -	$ -	$ -
Income taxes	1,888	117,879	117,126

Note 3: Receivables, net

Receivables are recorded at the amount due and typically do not bear interest. The allowance for doubtful accounts is the Company's best estimate of the amount of probable losses in the existing accounts receivable. The allowance is based on historical write-off experience and the financial condition of the debtor. The Company reviews the allowance for doubtful accounts monthly and makes adjustments as necessary. Receivables are written off against the allowance once all collection efforts have been exhausted and they are considered to be uncollectible. Management believes it does not have any off-balance-sheet credit exposure related to its customers or its franchisees.

Receivables consist of the following at June 30:

	2022	2021
Licensee and franchisee fee	$ 431,628	$ 380,754
Errors and omissions insurance premium advanced	208,394	146,301
Other	34,179	20,030
Total receivables	674,201	547,085
Less allowance for doubtful accounts	(58,239)	(58,239)
	$ 615,962	$ 488,846

Note 4: Advances to Licensees and Franchisees

Advances to licensees and franchisees consist of non-interest bearing advances to licensees and franchisees that are repayable either in an amount equal to a percentage of the weekly licensee and franchisee revenue or an agreed upon fixed amount. Estimated current and long-term maturities are as follows:

For the years ended June 30, 2022 and 2021, management estimates that such advances are fully collectable and no allowance is necessary.

	2022	2021
Advances to licensees and franchisees	$ 33,333	$ 54,908
Less current portion of advances	-	(28,104)
Long-term	$ 33,333	$ 26,804

Note 5: Property and Equipment, net

Property and equipment at June 30 consisted of:

	2022	2021
Leasehold improvements	$ 1,186	$ 1,186
Computers	228,235	227,746
Furniture and fixtures	16,313	14,192
	245,734	243,124
Less accumulated depreciation	(168,620)	(127,455)
	$ 77,114	$ 115,669

Note 6: Licensing and Franchising

As of June 30, 2022, the Company has entered into 587 license and franchise agreements with 103 entities, operating 109 offices with 587 advertised locations, whereby the Company grants exclusive 5-year licenses or franchises for the right to use the names “Frontier Adjuster” and other registered logos in a particular advertised location.

Note 6: Licensing and Franchising (continued)

	Franchised and Licensed Locations	Company Owned Locations	Total
2022:			
Number of advertised locations			
Beginning of year	611	-	611
Opened	12	-	12
Closed	(36)	-	(36)
Ownership changes	-	-	-
End of year	587	-	587

	Franchised and Licensed Locations	Company Owned Locations	Total
2021:			
Number of advertised locations			
Beginning of year	614		614
Opened	6	-	6
Closed	(9)	-	(9)
Ownership changes	-	-	-
End of year	611	-	611

	Franchised and Licensed Locations	Company Owned Locations	Total
2020:			
Number of advertised locations			
Beginning of year	619	2	621
Opened	24	-	24
Closed	(31)	-	(31)
Ownership changes	2	(2)	-
End of year	614	-	614

Note 7: Income Taxes

Income taxes of the Company are accounted for under the provisions of the "Income Taxes" topic of the FASB ASC, which require an asset and liability approach to financial accounting and reporting for income taxes. The difference between the financial statement and tax basis of assets and liabilities is determined annually. Deferred income tax assets and liabilities are computed for those differences that have future tax consequences using the currently enacted tax laws and rates that apply to the periods in which they are expected to affect taxable income. Valuation allowances are established, if necessary, to reduce deferred tax assets to the amount that will more likely than not be realized. No allowance was deemed necessary at June 30, 2022 and 2021. Income tax expense is the current tax payable or refundable for the period plus or minus the net change in deferred tax assets and liabilities.

Uncertain income tax positions are evaluated at least annually by management. The Company classifies interest and penalties related to income tax matters within general and other expenses in the accompanying consolidated statements of income and comprehensive income. As of June 30, 2022 and 2021, the Company has identified no uncertain income tax positions and has incurred no amounts for income tax penalties and interest for the years ended June 30, 2022, 2021, and 2020.

The components of the provision (benefit) for income taxes are as follows:

	2022	2021	2020
Federal	$ 229,042	$ 84,053	$ (374,599)
State	55,780	18,812	42,334
Deferred	363,257	323,052	239,414
Income taxes	$ 648,079	$ 425,917	$ (92,851)

Net deferred tax assets and liabilities consist of the following components:

	2022	2021
Components of deferred tax asset:		
Allowance for doubtful accounts	$ 14,485	$ 14,393
Accrued expenses not currently deductible	33,344	60,647
Fixed assets and intangibles	(142,520)	(110,353)
Goodwill recognized for tax purposes	3,398,171	3,702,050
	$ 3,303,480	$ 3,666,737

The Company's federal income tax return is part of a larger consolidated federal income tax return. In fiscal year 2020, the federal income tax benefit differed from that expected using federal statutory rates due to the write off of income tax accruals recorded by the former owner upon the sale of the Company (see Note 10).

Note 8: Related-Party Transactions

At June 30, 2022 and 2021, related party receivables were $2,234,924 and $2,087,237, respectively. At June 30, 2022 and 2021, related-party payables include $498,066 and $570,035, respectively, the majority of which are amounts allocated by a related organization for providing centralized administrative expense support including finance, human resources, marketing, and other supporting services.

For the years ended June 30, 2022, 2021, and 2020, there was no revenue from related parties. For the year ended June 30, 2022, expenses incurred with related parties totaled $-0-. For the year ended June 30, 2021, expenses incurred with related parties since the sale of the Company (Note 10) were $144,633.

Prior to the sale of the Company in fiscal 2020, all of the employees that provided services to the Company worked for Marathon Management Services, LLC ("Marathon"). Owners of Marathon maintained an ownership in the Company's parent through two trusts. For a monthly fee, Marathon provided the Company with human resources, financial management, business planning, sales and marketing and management of day-to-day business issues. Fees charged by Marathon to the Company for the period prior to the sale of the Company in fiscal 2020 were $345,002.

Related-party receivables at June 30, 2019 of $29,733,652 were distributed as part of $30,594,971 in distributions to an affiliate in an equity transaction during the year ended June 30, 2020, prior to the sale of the Company.

The Company believes that the cost to the Company for all foregoing were competitive with charges for similar services and facilities from third parties.

Note 9: Commitments and Contingencies

The Company leased office and storage space and equipment in Phoenix, Arizona and in Cleveland, Ohio. During fiscal year ended June 30, 2021, the office and equipment leases were terminated. For the Cleveland lease, the Company incurred a termination fee of $64,000 which was included in general and other expenses in the consolidated statement of income and comprehensive income for the year ended June 30, 2021.

Total rent expense for the years ended June 30, 2022, 2021 and 2020 was $1,440, $13,547, and $46,639, respectively.

From time to time in the normal course of its business, the Company is named as a defendant in lawsuits. The Company does not believe that it is subject to any such lawsuits or litigation or threatened lawsuits or litigation that will have a material adverse effect on the Company or its business.

Note 10: Sale of the Company

During fiscal 2020, the Company was sold through a stock transaction. Management has represented that consideration of the fair value of the Company and any resulting adjustments to the carrying value of the Company, such as the existence of goodwill, were considered in the accounting of the new parent entity and not at the Company level, except for the deferred tax asset resulting from the aforementioned goodwill (Note 7).

EXHIBIT D

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

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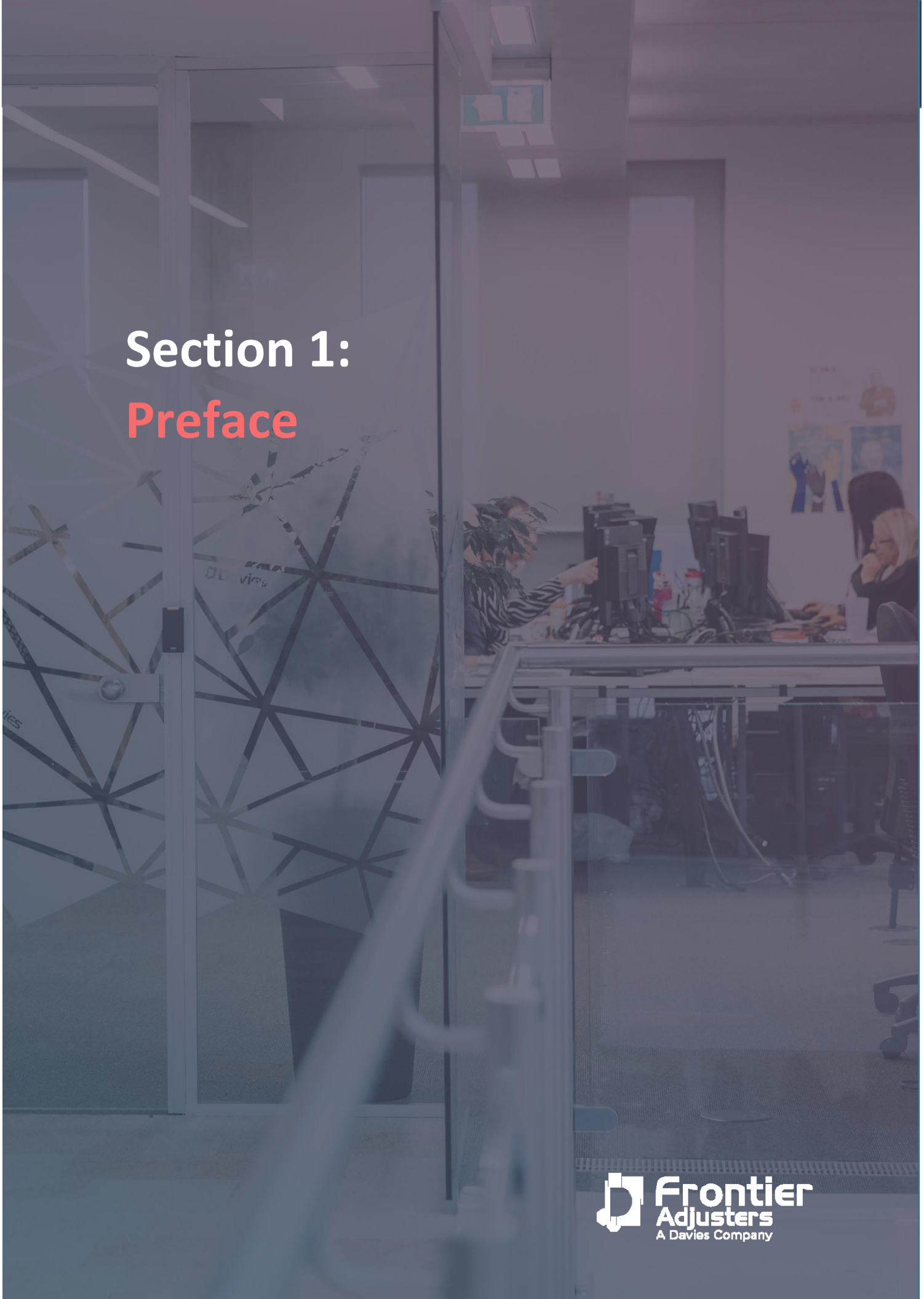

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Preface

Frontier Adjusters
A Davies Company

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FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEES OF FRONTIER ADJUSTERS, INC.

FRONTIER ADJUSTERS, INC.

Franchisees Operating
as of June 30, 2022

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KOLSTAD ENTERPRISES, INC.	Kevin Kolstad	Springfield	Illinois	62703	8668971876	springfieldil@frontieradjusters.com
KOLSTAD ENTERPRISES, INC.	Kevin Kolstad	Chicago	Illinois	60615	8668971876	chicagosoapp@frontieradjusters.com
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KD CONNECTICUT ADJUSTERS, LLC.	Kirk Davis	Manhattan	New York	10036	8664842791	manhattan@frontieradjusters.com
KD CONNECTICUT ADJUSTERS, LLC.	Kirk Davis	Poughkeepsie	New York	12601	8664842791	poughkeepsie@frontieradjusters.com
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PC MARTIN, LLC	Paul Martin	Huntington Station	New York	11746	6314238730	huntingtonstation@frontieradjusters.com
PC MARTIN, LLC	Paul Martin	Queens	New York	11746	7188972952	queens@frontieradjusters.com
PC MARTIN, LLC	Paul Martin	Yonkers	New York	10701	9147760318	yonkers@frontieradjusters.com
WENTZLER & COMPANY, LLC	Russell Mills	Rochester	New York	14602	5857874275	rochesterny@frontieradjusters.com
WILLIAMS CLAIMS SERVICE, INC.	Brett Williams, Jr.	Fayetteville	North Carolina	28301	8778575937	fayettevillenc@frontieradjusters.com

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WILLIAMS CLAIMS SERVICE, INC.	Brett Williams, Jr.	Henderson	North Carolina	27536	8887072253	hendersonnc@frontieradjusters.com
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WILLIAMS CLAIMS SERVICE, INC.	Brett Williams, Jr.	Rocky Mount	North Carolina	27801	8887072253	rockymount@frontieradjusters.com
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WILLIAMS CLAIMS SERVICE, INC.	Brett Williams, Jr.	Winston-Salem	North Carolina	27101	8008136040	winston@frontieradjusters.com
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TOM & CLIVE, INC.	Karen Sutliff/Clive Tricker	Burlington	North Carolina	27215	3362866675	burlingtonnc@frontieradjusters.com
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KLENE ENTERPRISES, INC.	Steve Klene	Williston, ND/Sidney, MT	North Dakota/Montana	58801	8002083595	sklene@frontieradjusters.com
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RIDGE PROPERTY ADVISORS, LLC	Bruce Lorenzo	Lima	Ohio	45802	3303546225	lima@frontieradjusters.com
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JLOGAN & ASSOCIATES, LLC	Justin M. Logan, Sr./Justin Logan, Jr./Robin Logan	Providence	Rhode Island	2903	8009666099	providence@frontieradjusters.com
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ENTITY	OWNER	CITY	STATE	ZIP	PHONE	EMAIL
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E BAR CLAIMS, LLC	Eric & Justine Hieber	Snohomish	Washington	98296	4253379798	snohomishapp@frontieradjusters.com
E BAR CLAIMS, LLC	Eric & Justine Hieber	Tacoma	Washington	98296	4253379798	tacomaapp@frontieradjusters.com
E BAR CLAIMS, LLC	Eric & Justine Hieber	Seattle	Washington	98158	3608156398	seattle@frontieradjusters.com
ISSAQUAH CLAIM SERVICES, LLC	James Gomez	Lynnwood	Washington	98111	4253914951	lynnwood@frontieradjusters.com
ISSAQUAH CLAIM SERVICES, LLC	James Gomez	Tacoma	Washington	98402	4253914951	tacoma@frontieradjusters.com
ISSAQUAH CLAIM SERVICES, LLC	James Gomez	Bellevue	Washington	98004	4253914951	bellevue@frontieradjusters.com
MADISON HART PRODUCTIONS, PLLC	Kevin Krieg	Bremerton	Washington	98311	8888156596	bremerton@frontieradjusters.com

ENTITY	OWNER	CITY	STATE	ZIP	PHONE	EMAIL
MADISON HART PRODUCTIONS, PLLC	Kevin Krieg	Olympia	Washington	98504	8888156596	olympia@frontieradjusters.com
MADISON HART PRODUCTIONS, PLLC	Kevin Krieg	Port Angeles	Washington	98362	8888156596	portangeles@frontieradjusters.com
B & W CLAIMS GROUP LLC	Norm Wall	Kennewick	Washington	99338	4253304751	kennewick@frontieradjusters.com
B & W CLAIMS GROUP LLC	Norm Wall	Spokane	Washington	99201	4253304751	spokane@frontieradjusters.com
WENTZLER & COMPANY, LLC	Amanda Fitch	Washington	Washington, D.C.	20006	8888061624	dc@frontieradjusters.com
WENTZLER & COMPANY, LLC	Amanda Fitch	Martinsburg	West Virginia	25401	8888061624	martinsburg@frontieradjusters.com
RIDGE PROPERTY ADVISORS, LLC	Bruce Lorenzo	Wheeling	West Virginia	26003	3303546225	wheeling@frontieradjusters.com
ALLIED CLAIM SERVICES, LLC	Frank Whitaker	Beckley	West Virginia	25802	8772252460	beckley@frontieradjusters.com
ALLIED CLAIM SERVICES, LLC	Frank Whitaker	Charleston	West Virginia	25330	8772252460	charlestonwv@frontieradjusters.com
ALLIED CLAIM SERVICES, LLC	Frank Whitaker	Clarksburg	West Virginia	26302	8772252460	clarksburg@frontieradjusters.com
ALLIED CLAIM SERVICES, LLC	Frank Whitaker	Huntington	West Virginia	25718	8772252460	huntingtonwv@frontieradjusters.com
ALLIED CLAIM SERVICES, LLC	Frank Whitaker	Parkersburg	West Virginia	26101	8772252460	parkersburg@frontieradjusters.com
BGL ADJUSTING, LLC	Gale Lifka	La Crosse	Wisconsin	54602	6087828880	lacrosse@frontieradjusters.com
TOM & CLIVE, INC.	Karen Sutliff/Clive Tricker	Beloit	Wisconsin	53511	8778331592	beloit@frontieradjusters.com
TOM & CLIVE, INC.	Karen Sutliff/Clive Tricker	Madison	Wisconsin	53744	8778331592	madisonwi@frontieradjusters.com
TOM & CLIVE, INC.	Karen Sutliff/Clive Tricker	Wisconsin Dells	Wisconsin	53965	8778331592	wisconsindells@frontieradjusters.com
KOLSTAD ENTERPRISES, INC.	Kevin Kolstad	Eau Claire	Wisconsin	54701	8668971876	eauclaire@frontieradjusters.com
KOLSTAD ENTERPRISES, INC.	Kevin Kolstad	Green Bay	Wisconsin	54301	8668971876	greenbay@frontieradjusters.com
KOLSTAD ENTERPRISES, INC.	Kevin Kolstad	Kenosha	Wisconsin	53140	8668971876	kenosha@frontieradjusters.com
KOLSTAD ENTERPRISES, INC.	Kevin Kolstad	Milwaukee	Wisconsin	53202	8668971876	milwaukee@frontieradjusters.com
KOLSTAD ENTERPRISES, INC.	Kevin Kolstad	Superior	Wisconsin	54880	8668971876	superior@frontieradjusters.com
KOLSTAD ENTERPRISES, INC.	Kevin Kolstad	Wausau	Wisconsin	54403	8668971876	wausau@frontieradjusters.com

ENTITY	OWNER	CITY	STATE	ZIP	PHONE	EMAIL
BC, LLC	Alma Broadbent	Evanston	Wyoming	82930	8013949928	evanston@frontieradjusters.com
ANC, INC.	David Rhoads	Cheyenne	Wyoming	82003	3076343308	cheyenne@frontieradjusters.com
KOLSTAD ENTERPRISES, INC.	Kevin Kolstad	Casper	Wyoming	82605	3072658383	casper@frontieradjusters.com
KOLSTAD ENTERPRISES, INC.	Kevin Kolstad	Riverton	Wyoming	82443	3078563188	riverton@frontieradjusters.com
MWEST ADJUSTING, LLC	Melissa Westman	Gillette	Wyoming	82716	3076825550	gillette@frontieradjusters.com
TOM STRICKLAND, INC.	Thomas Strickland	Jackson Hole	Wyoming	83302	2087337747	jacksonhole@frontieradjusters.com

EXHIBIT F

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

STATE-SPECIFIC ADDENDA

EXHIBIT F

STATE ADDENDA
ADDENDUM TO THE FRONTIER ADJUSTERS, INC.
FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND RELATED AGREEMENTS

The following are additional disclosures to the Franchise Disclosure Document and modifications to the Franchise Agreement and related agreements, if any, required by various state franchise laws. The following additional disclosures and modifications are applicable to you only if you are covered by the franchise law of the referenced state.

CALIFORNIA

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. 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 DISCLOSURE DOCUMENT.

2. Neither we, nor any person or franchise broker disclosed 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 these persons from membership in this association or exchange.

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

4. The Franchise Agreement provides for termination upon bankruptcy. As disclosed in the Disclosure Document, this provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SCC. 101 *et seq*.).

5. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The Franchise Agreement requires binding arbitration. The arbitration will occur in Cuyahoga County, Ohio, with each party's costs being borne by that party and the arbitrator's fees will be shared equally unless the arbitrator determines otherwise. This provision may not be enforceable under California law.

7. The Franchise Agreement requires application of the laws of the State of Ohio. This provision may not be enforceable under California law.

8. 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 the State of California.

9. The URL of our website is www.frontieradjusters.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

10. California franchisees shall not answer or complete the Franchisee Disclosure Questionnaire and Certification in Exhibit J to the Disclosure Document as attached.

11. **Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.**

12. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

HAWAII

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. Item 5, Item 7 and Section 4.1 of the Franchise Agreement are modified to state the franchisee's $5,000 initial franchise fee down payment is deferred until after the business opens. Additionally, the $15,000 initial franchise fee balance is paid in weekly installments of $50.00 over 200 weeks of the Franchise Agreement after the business opens.

2. The Franchise Agreement provides that the franchisor may choose not to renew the Franchise Agreement for any reason. This provision is prohibited by Hawaii law.

3. No states have refused to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. There are no states in which the proposed registration has been refused, revoked, suspended or withdrawn.

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

ILLINOIS

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. Any provision in the Franchise Agreement or Disclosure Document that designates jurisdiction, limitation on actions, or venue, with the exception of arbitration proceedings, in a forum outside the State of Illinois are amended to state that Illinois law governs claims arising under the Illinois Franchise Disclosure Act or the Franchise Agreement.

2. The following should be added to Provision F of Item 17 of the Disclosure Document: Illinois law may affect the conditions under which we may terminate the Franchise Agreement, 815 ILCS 705/19 and Rule 200.608.

3. Item 23 of the Disclosure Document is amended as follows: Section 5(2) of the Illinois Franchise Disclosure Act requires 14 calendar days' disclosure prior to the signing of a binding agreement or the payment of any fees to us. Item 23 of the Disclosure Document is amended accordingly, to the extent required by Illinois law.

4. Your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20. The conditions under which your franchise can be terminated may be affected by Illinois law, 815 ILCS 7051/19 and Rule 200.608.

5. This Agreement shall be interpreted under the laws of the State of Illinois except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.). Litigation governed by the Illinois Franchise Disclosure Act will take place in the State of Illinois. The Franchisee and the Franchisor have negotiated regarding a forum in which to resolve any disputes that may arise between them that does not involve the Illinois Franchise Disclosure Act and have agreed to select a forum in order to promote stability in their relationship.

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

[signatures on following page]

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

INDIANA

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. The Franchise Agreement permits the franchisor to fail to renew the franchise for any reason. In addition, the Franchise Agreement obligates the franchisee to arbitrate or litigate disputes outside of the State of Indiana. To the extent these provisions are inconsistent with Indiana law, the Franchise Agreement is amended to provide that Indiana law will govern.

2. For the purposes of complying with the provisions of Indiana Code 23-2-2.7-1(9), Section 6.2 of the Franchise Agreement is amended to limit the area of non-competition after the term to the area included in the Advertised Location.

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

KANSAS

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. Section 19.4 of the Franchise Agreement states in the event litigation is instituted against us growing out and as the result of your activities and with respect to which no action or activity by us is involved, then you will indemnify, defend and hold us harmless for, from and against any costs we expend in the defense of such action.

2. Section 10.9 the Franchise Agreement requires that you name us as an additional named insured on certain insurance policies. This provision may not be enforceable in Kansas unless separately negotiated and reasonable. By signing this Addendum, you hereby agree that you separately considered and had an opportunity to consult legal counsel concerning this insurance clause, and that you consider it reasonable.

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

MARYLAND

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. Item 17 of Franchise Disclosure Document and Recital F, Section 3.2, and Section 13.4 of the Franchise Agreement are amended accordingly.

2. Item 17 of the Franchise Disclosure Document and the Franchise Agreement are amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclose Law.

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

3. 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.

4. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SCC. 101 *et seq.*).

5. Sections 7.1, 7.2, 7.4, and 7.6 of the Franchise Agreement are deleted.

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

MICHIGAN DISCLOSURE

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 your right to join an association of franchisees.

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

(c) A provision that permits us to terminate a franchise before the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.

(d) A provision that permits us to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials that have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applied only if: (i) the term of the franchise is less than 5 years and (ii) you are 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 after the expiration of the franchise or you do not receive at least 6 months advance notice of our intent not to renew the franchise.

(e) A provision that permits us 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 you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

(i) The failure of the proposed transferee to meet our then current reasonable qualifications or standards.

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

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

(iv) You or your proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a franchise for the market or appraised value of the assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) A provision that permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to:

Michigan Department of Attorney General
Consumer Protection Division
Attn: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933
Telephone Number: (517) 373-7117

Any provision in the Franchise Agreement specifying that litigation between us and you is to take place outside of Michigan is amended to provide instead that litigation will be brought either in the forum designated in the Franchise Agreement or in the state or federal courts located in Detroit, Michigan, and the parties consent to the jurisdiction of those courts; provided, however, that we reserve the right to seek relief in any other jurisdiction as may be necessary or desirable to obtain declaratory, injunctive, or other relief to enforce the provisions and restrictions of the Franchise Agreement. This amendment will have no effect on the forum or venue of any arbitration proceeding between us and you.

MINNESOTA

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may 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 the jurisdiction.

2. The Disclosure Document and Franchise Agreement are amended to state that we will comply with Minnesota Statute 80C.14 subdivisions 3, 4, and 5, which require except in certain specific cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. Pursuant to Minnesota Statute 80C.12 subdivisions 1(g), to the extent required by law, the Disclosure Document is amended to state that we will protect your right to use the trademark, service mark, trade name, logo or other commercial symbol or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of our trade name.

4. Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a termination agreement. The Disclosure Document and Franchise Agreement are modified accordingly, to the extent required by Minnesota law.

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

NEW YORK

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

A company by the name of Frontier Claims Service operates in the State of New York. There is no assurance that the franchisor's right to the Frontier name is superior to that of Frontier Claims Service.

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

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

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

Except as provided above, 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 to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

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

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

> You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

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

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

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

[signatures on following page]

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

NORTH DAKOTA

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. The Disclosure Document and Franchise Agreement are amended to state that in any arbitration involving a franchise purchased in North Dakota, the site of arbitration or mediation shall be agreeable to all parties and may not be remote from the franchisee's place of business.

2. Sections of the Disclosure Document and Franchise Agreement requiring you to consent to the jurisdiction of courts outside of North Dakota may not be enforceable under North Dakota law, and are amended accordingly to the minimum extent required by law.

3. Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that those covenants may be subject to the statute, have been determined to be unfair, unjust, or inequitable in North Dakota. Sections of the Disclosure Document and Franchise Agreement containing covenants restricting competition to which you must agree may not be enforceable under North Dakota law, and are amended accordingly to the minimum extent required by law.

4. Sections of the Disclosure Document and Franchise Agreement relating to choice of law and governing law may not be enforceable under North Dakota law, and are amended accordingly to the minimum extent required by law.

5. Sections of the Disclosure Document and Franchise Agreement requiring you to sign a general release upon renewal of the Franchise Agreement may not be enforceable North Dakota law, and are amended accordingly to the minimum extent required by law.

6. Section 23.4 of the Franchise Agreement is amended to delete the waiver of exemplary and punitive damages.

7. Sections of a Franchise Agreement that require a franchisee to consent to termination or liquidated damages have been determined to be unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The Disclosure Document and Franchise Agreement are amended accordingly to the minimum extent required by law.

8. The Disclosure Document and Franchise Agreement are amended to state that any limitations of claims must comply with Section 51-19-09 of the North Dakota Franchise Investment law.

9. 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.

[signatures on following page]

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

RHODE ISLAND

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. 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 this Act."

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

SOUTH DAKOTA

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. The Franchise Agreement states that it is to be governed under the laws of the State of Ohio. The Franchise Agreement is amended to remove the provisions designating jurisdiction or venue with respect to these matters in Ohio.

2. Items 5 and 7 of the Disclosure Document and Section 4.1 of the Franchise Agreement are amended to provide that all initial fees and payments shall be deferred until such time as we complete our pre-opening obligations to you under the Franchise Agreement.

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

VIRGINIA

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Frontier Adjusters, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h.

Under 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 grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

WASHINGTON

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND RELATED AGREEMENTS

1. 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.

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

3. 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.

4. 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.

5. Frontier Adjusters has entered into an Assurance of Discontinuance with Washington regarding no-poach provisions.

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

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

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

9. 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.

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

WISCONSIN

FRONTIER ADJUSTERS, INC.
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, nonrenewal or substantial change in the competitive circumstances of a dealership agreement without good cause. The Law further provides that 90 days' prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Disclosure Document and Franchise Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions in the Franchise Agreement that are inconsistent with that Law. Wis. Stats. Ch. 135, The Wisconsin Fair Dealership Law. SEC 32.06(3), Wis. Adm. Code.

ACKNOWLEDGMENT:

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

DATED this _____ day of _____, 20__.

FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: _____ Tony Scott Title: Vice President of Operations	By: _____ NAME Title: _____

EXHIBIT G

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE TERMINATION AGREEMENT

EXHIBIT G

FRANCHISE TERMINATION AGREEMENT

This Franchise Agreement Termination is made and entered into as of **(DATE),** by and between **(full name)**, on the one part, hereinafter referred to as **Company Name** and Frontier Adjusters, Inc., a Colorado Corporation, on the other part, hereinafter referred to as FRONTIER.

WHEREAS, a written agreement was entered into on **Agreement Date** by **Company Name** and FRONTIER in order for **Company Name** to obtain a Franchise to engage in the insurance adjusting business under the trade name of "Frontier Adjusters of **city, state**" in the area of **city, state** (the Franchise Agreement).

WHEREAS, **Company Name** has been operating an insurance adjusting business under the trade name of Frontier Adjusters of **city, state** in the area of **city, state**.

WHEREAS, **Company Name** now relinquishes his franchise to engage in the insurance adjusting business under the trade name of Frontier Adjusters of **city, state** in the area of **city, state**.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, IT IS MUTUALLY AGREED as follows:

1. **Company Name** does hereby assign, transfer and agree to deliver to FRONTIER the post office box, telephone and fax arrangements, open and closed files, and all books, records, client lists, materials containing FRONTIER's trademarks, and supplies used in the operations under the Franchise Agreement, and Company Name shall perform all reasonable acts to complete such assignments, transfers and deliveries requested by Frontier. Company Name shall no longer have access to the Frontier Adjusters email address. In the case of a transfer, the above listed items will be transferred to the new owner. Additionally, unless agreed to in writing by Frontier, Company Name shall retain all files pertaining to closed claims for the length of time required by applicable state laws.

2. **Company Name** does hereby relinquish any and all rights to the use of the trademarks of FRONTIER and the trade names "Frontier Adjusters" and/or "Frontier Adjusters of city, state" and covenants to cease and desist any and all use of such trademarks and trade names.

3. **Company Name** confirms that any subsequent remittances received by Frontier that pertain to billings that occurred prior to the effective date of this Franchise Termination Agreement should be processed in a manner consistent with the terms of the Franchise Agreement and mailed via US Mail to the following address:

_____

_____

_____

4. **Company Name** reaffirms all of its post-termination obligations and covenants described in the Franchise Agreement and any and all exhibits thereto.

5. Upon inquiry from third parties, Frontier shall inform such third parties that Company Name's Franchise relationship with Frontier has terminated.

6. **Company Name** does hereby discharge Frontier, its officers, directors, employees, agents and affiliates from any and all actions, causes of action, damages, judgments, debts, losses, contracts, claims and demands of whatsoever kind and nature, including without limitations, any and all claims which could be asserted under or with respect to the Franchise Agreement.

7. This Franchise Termination Agreement shall be binding upon and inure to the benefit of each of the parties hereto, including each of their respective successors, assigns, heirs, beneficiaries and personal representatives.

8. This Franchise Termination Agreement shall be construed and interpreted in accordance with the laws of the State of STATE and may be executed in mutual counterparts which, when taken together, shall consist of one and the same instrument executed as of the latest date of any such counterpart.

IN WITNESS WHEREOF, this Franchise Termination Agreement is entered into on the _____ day of _____, 20__.

FRONTIER ADJUSTERS, INC. **a Colorado corporation**	**Company Name**
By: _____	By: _____
Full Name: Tony Scott	Full Name: _____
Title: Vice President of Operations	Title: _____

EXHIBIT H

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEES THAT LEFT THE SYSTEM LAST YEAR
OR WITH WHICH WE HAVE HAD NO CONTACT IN THE PAST 10 WEEKS

EXHIBIT H

Certain Former Franchisees
as of June 30, 2022

The following franchisees had a Franchised Business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the 2022 fiscal year:

U.S. Franchisees			
Name	**Location**	**State**	**Telephone**
Mark & Joan Hopkins	Demopolis/Livingston	AL	(866) 652-1544
*Justin Whedbee	Banning/Big Bear	CA	(800) 460-9001
*Justin Whedbee	Palm Springs/Indio	CA	(800) 460-9001
*Justin Whedbee	San Diego	CA	(800) 460-9001
Mark & Joan Hopkins	San Francisco/Daly City	CA	(866) 652-1544
Jeff Riggs	Ukiah	CA	(707) 822-7825
Karen Sutliff & Clive Tricker	Altamonte Springs/Longwood	FL	(866) 348-8132
Karen Sutliff & Clive Tricker	Leesburg/Clermont	FL	(866) 348-8132
Scott Pyle	Waycross	GA	(912) 399-0327
Justin Whedbee	Honolulu	HI	(800) 460-9001
Kevin Kolstad	Danville	IL	(866) 897-1876
Dave Freesmeyer	Macomb	IL	(866) 906-4556
Kevin Kolstad	Ottawa/LaSalle	IL	(866) 897-1876
Felix Krause	Kokomo/Logansport	IN	(877) 453-6343
Felix Krause	Lafayette/Crawfordsville	IN	(877) 453-6343
Felix Krause	Muncie/Anderson	IN	(877) 453-6343
Justin Whedbee	Alexandria	LA	(800) 460-9001
Justin Whedbee	Lafayette/Franklin	LA	(800) 460-9001
Bob Wheeldon	Lake Charles	LA	(337) 474-4915
Kirk Davis	Attleboro/Taunton	MA	(866) 484-2791
Justin Logan	Boston/Lynn	MA	(800) 966-6009
Justin Logan	Concord/Harvard	MA	(800) 966-6009
Justin Logan	Lawrence/Haverhill	MA	(800) 966-6009
Justin Logan	Lowell/Burlington	MA	(800) 966-6009
Dennis DiMugno	Springfield	MA	(888) 245-7612
Dennis DiMugno	Worcester	MA	(888) 245-7612
Dennis DiMugno	Worcester Appraisal Services	MA	(888) 245-7612
Justin Logan	Worcester/Marlborough	MA	(800) 966-6009
Robert Beach	Monroe/Adrian	MI	(734) 854-3060
Kevin Kolstad	West Plains	MO	(866) 897-1876
Janine Remarque	Massena/Potsdam	NY	(800) 350-3707
Paul Martin	Rockville Centre	NY	(516) 763-2016
Rogers Campbell	Lima	OH	(419) 394-2926
Robert Beach	Toledo/Bowling Green	OH	(734) 854-3060
Kirk Davis	East Providence/Pawtucket	RI	(866) 484-2791
Lee Barker	Beaufort/Lady's Island	SC	(800) 681-7530
Justin Whedbee	Beaumont/Port Arthur	TX	(800) 460-9001
Justin Whedbee	Bryan/College Station	TX	(800) 460-9001
Justin Whedbee	Conroe/The Woodlands	TX	(800) 460-9001
Justin Whedbee	Conroe/The Woodlands TPA	TX	(800) 460-9001
Justin Whedbee	Houston/Spring	TX	(800) 460-9001

U.S. Franchisees			
Name	**Location**	**State**	**Telephone**
Justin Whedbee	Lufkin/Nacogdoches	TX	(800) 460-9001
Justin Whedbee	McAllen/Brownsville	TX	(800) 460-9001
Donnie Wisenbaker	Paris/Sulphur Springs	TX	(866) 485-3080
Justin Whedbee	Pasadena/La Porte	TX	(800) 460-9001
Justin Whedbee	Temple/Ft. Hood	TX	(800) 460-9001
*Justin Whedbee	Tyler/Jacksonville	TX	(800) 460-9001
*Justin Whedbee	Waco	TX	(800) 460-9001
John Walker, Jr.	Bellingham	WA	(360) 815-6398
John Walker, Jr.	Everett	WA	(360) 815-6398
John Walker, Jr.	Seattle/SeaTac	WA	(360) 815-6398
John Walker, Jr.	Seattle Appraisal Services	WA	(360) 815-6398
John Walker, Jr.	Tacoma Appraisal Services	WA	(360) 815-6398
Kevin Kolstad	Fond du Lac/Oshkosh	WI	(866) 897-1876
John Walker, Jr.	Casper	WY	(307) 856-3188
John Walker, Jr.	Thermopolis/Riverton	WY	(307) 856-3188

*These locations were transferred to new owners but the transferee continues to operate other franchised Frontier Adjusters businesses

International Franchisees			
Name	**Location**	**Province**	**Telephone**
Stefan Arnason	Regina	SK	(306) 545-7730

A number of individuals who remain franchisees with Frontier and are included in the list above only because they ceased to do business at one or more of their multiple advertised locations. Other franchisees listed above owned multiple locations that they either sold or the locations were terminated in conjunction with these individuals leaving Frontier's network.

Franchisees Who Have Not Communicated with Us in the Last 10 Weeks

None

EXHIBIT I

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

WAIVER AND RELEASE OF CLAIMS

EXHIBIT I

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (the "Release") is made as of _____ ___, 20___ by _____, a(n) _____ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Frontier Adjusters, Inc., a Colorado corporation ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (the "Agreement") pursuant to which Franchisee was granted the right to own and operate a "*insert franchise name*" Business;

WHEREAS, Franchisee has notified Franchisor of its desire to renew the Agreement and Franchisor has agreed to enter into a renewal franchise agreement; and

WHEREAS, as a condition to Franchisee's ability to enter into a renewal franchise agreement, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor entering into a renewal franchise agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Releasor hereby agrees as follows:

Representations and Warranties:

Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. _____ represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

Release. Releasor and its affiliates and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor and affiliates and its and their past and present officers, directors, agents, partners, shareholders, employees, and representatives (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever.Miscellaneous:

a. This Release shall be construed and governed by the laws of the State of Ohio.

b. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

c. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

d. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, renewals, franchisees, and assigns. No other party shall be a third-party beneficiary to this Release.

e. The Parties agree to do such further acts and things and to execute and Deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above.

RELEASOR:
FRANCHISEE

_____, a
_____

By:_____
Name: _____
Its: _____

FRANCHISEE'S OWNERS

Date _____ _____
Signature

_____
Typed or Printed Name

Date _____ _____
Signature

_____
Typed or Printed Name

This Waiver and Release of Claims does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

EXHIBIT J

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	August 4, 2023
Hawaii	May 15, 2023
Illinois	May 26, 2023
Indiana	May 3, 2023
Maryland	August 24, 2023
Michigan	January 4, 2023
Minnesota	June 26, 2023
New York	Pending
North Dakota	August 31, 2023
Rhode Island	May 5, 2023
South Dakota	June 26, 2023
Virginia	June 23, 2023
Washington	June 20, 2023
Wisconsin	May 8, 2023

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT K

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE DOCUMENT RECEIPTS

EXHIBIT K: RECEIPTS
PLEASE KEEP THIS FOR YOUR RECORDS.

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 Frontier Adjusters, 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 requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of any agreement or the payment of any consideration. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the signing of any agreement or the payment of any consideration. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Frontier Adjusters, 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 state agencies listed in Exhibit A.

FRANCHISE SELLERS:
Tony Scott – (440) 256-6989
26 Century Blvd., Ste. NT350
Nashville, TN 37214

DATE OF ISSUANCE: March 29, 2023

Frontier Adjusters, Inc. authorizes the agents listed in *EXHIBIT A* to receive service of process for us. I have received a Franchise Disclosure document dated March 29, 2023. This Disclosure document included the following Exhibits:

A. LISTS OF STATE REGULATORY AUTHORITIES AND AGENTS FOR SERVICE OF PROCESS IN CERTAIN STATES
B. FRANCHISE AGREEMENT WITH EXHIBITS
C. FINANCIAL STATEMENTS
D. TABLE OF CONTENTS OF CONFIDENTIAL OPERATING MANUAL
E. LIST OF CURRENT FRANCHISEES
F. STATE-SPECIFIC ADDENDA
G. TERMINATION AGREEMENT
H. CERTAIN FORMER FRANCHISEES
I. WAIVER AND RELEASE OF CLAIMS
J. STATE EFFECTIVE DATES
K. THIS RECEIPT

Date Received: _____

Prospective Franchisee/Applicant (please sign): _____

Prospective Franchisee/Applicant (please print): _____

Spouse of Prospective Franchisee/Applicant (please sign): _____

Spouse of Prospective Franchisee/Applicant (please print): _____

Name of Business Entity: _____

EXHIBIT K: RECEIPTS
PLEASE RETURN THIS COPY TO US.

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 Frontier Adjusters, 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 requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of any agreement or the payment of any consideration. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the signing of any agreement or the payment of any consideration. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Frontier Adjusters, 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 state agencies listed in Exhibit A.

FRANCHISE SELLERS:
Tony Scott – (440) 256-6989
26 Century Blvd., Ste. NT350
Nashville, TN 37214

DATE OF ISSUANCE: March 29, 2023

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G. TERMINATION AGREEMENT
H. CERTAIN FORMER FRANCHISEES
I. WAIVER AND RELEASE OF CLAIMS
J. STATE EFFECTIVE DATES
K. THIS RECEIPT

Date Received: _____

Prospective Franchisee/Applicant (please sign): _____

Prospective Franchisee/Applicant (please print): _____

Spouse of Prospective Franchisee/Applicant (please sign): _____

Spouse of Prospective Franchisee/Applicant (please print): _____

Name of Business Entity: _____

Type forward slash s forward slash /s/ First Name Last Name (i.e. /s/ John Smith) on the signature line above if you consent to the electronic signing and storing of your signature. By doing so, you are signing the Authorization for Release of Information electronically and agree that your electronic signature is the legal equivalent of your manual signature on the Authorization for Release of Information.