FRANCHISE DISCLOSURE DOCUMENT

SERVICEMASTER CLEAN/RESTORE SPE LLC
A Delaware Limited Liability Company
One Glenlake Parkway, 14th Floor
Atlanta, Georgia 30328
Phone: 800-756-5656
smfranchiseinfo@smrestore.com
www.servicemasterrestore.com

You will operate a ServiceMaster Restore® business (a "**Restore Franchise**"). Restore Franchises provide disaster restoration services directly to residential and commercial customers and to customers following a fire, flood, earthquake or storm.

The total investment necessary to begin operation of a ServiceMaster Restore® franchise ranges from $252,675 to $358,810. This total investment includes $157,500 to $207,500 that must be paid to us or our affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Sales office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 or at 800-756-5656.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information of 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, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information.

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

The issuance date of this disclosure document is April 29, 2022

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 D and E.
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 B 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 ServiceMaster 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 ServiceMaster franchisee?	Item 20 or Exhibits D and E lists 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 C.

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 mediation, arbitration and/or litigation only in Georgia. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Georgia than in your own state.

2. **Mandatory Minimum Payment**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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.

THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

NOTICE REQUIRED BY STATE OF MICHIGAN

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

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

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

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

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than five (5) years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of the franchisor's intent to renew the franchise.

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

Michigan Department of Attorney
General Consumer Protection
Division
G. Mennen Williams Building
1st Floor, 525 West Ottawa
Lansing, Michigan 48913
(517) 335-7567

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ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document (the "**Disclosure Document**"), "**we**," "**us**," "**our**," or "**Franchisor**" means ServiceMaster Clean/Restore SPE LLC, the franchisor. "**You**," "**your**," or "**Franchisee**" means the person or entity purchasing a franchise. If you are a corporation, partnership, limited liability company or other entity, "you" includes your owners.

The Franchisor

We are a Delaware limited liability company formed in October 2020. Our principal business address is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. We do business under the names ServiceMaster Clean, ServiceMaster Restore, and ServiceMaster Recovery Management. Our agents for service of process are listed in Exhibit C.

We have offered Restore Franchises since March 2021. In addition, since March 2021, we have offered franchises under the ServiceMaster Clean® brand, which provide to management or tenants of commercial or institutional buildings (i) contracted janitorial services on a continuing basis, (ii) carpet, floor, furniture and other periodical non-janitorial cleaning and maintenance, and (iii) other specialized cleaning services ("**Clean Franchises**"). As of December 31, 2021, there were 712 Clean Franchises, which are offered under a separate disclosure document. Except as disclosed in this paragraph, we have never offered franchises of any type other than the offers included in this Disclosure Document nor do we engage in any other line of business.

Parents

We are a direct subsidiary of ServiceMaster Systems LLC ("**SM Systems**"), a Delaware limited liability company with a principal address of One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. SM Systems guarantees the performance of our obligations under our franchise agreements and offers and sells certain products to our franchisees.

We are an indirect subsidiary of ServiceMaster OpCo Holdings LLC ("**SM Manager**"), a Delaware limited liability company with a principal address of One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. SM Manager provides management and support services to us and our franchisees.

SM Manager is a direct subsidiary of RW Purchaser LLC ("**RW Purchaser**"), a Delaware limited liability company with a principal address of 1180 Peachtree Street, N.E., Suite 2500, Atlanta, Georgia 30309. RW Purchaser acquired SM Manager and became our indirect parent in an acquisition that occurred on October 1, 2020 (the "**Acquisition**").

RW Purchaser is indirectly owned by RW Parent LLC ("**RW Parent**"), a Delaware limited liability company with a principal address of 1180 Peachtree Street, N.E., Suite 2500, Atlanta, Georgia 30309, which is our ultimate parent. RW Parent is owned by private equity funds managed by Roark Capital Management LLC, an Atlanta-based private equity firm.

Predecessors

Our predecessors began performing professional cleaning services in 1929. Our immediate predecessor, ServiceMaster Residential/Commercial Services Limited Partnership ("**Predecessor**"), a Delaware limited partnership, offered ServiceMaster Clean, ServiceMaster Restore, and ServiceMaster Recovery Management franchises from December 1990 to December 2020. Predecessor did not offer franchises in any other line of business, except it offered and sold approximately 14 franchises in home companionship services under the name "ServiceMaster Caring Companions" from late 1996 through mid-1998. The principal address of Predecessor is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328.

Prior to the Acquisition, SM Manager (and its subsidiaries, including Predecessor) had been indirectly owned by The ServiceMaster Company LLC ("**Former Parent**") and indirectly owned by ServiceMaster Global Holdings, Inc., a publicly-traded company.

Securitization Transaction

RW Parent and its subsidiaries were restructured as part of a secured financing transaction that closed on December 9, 2020 (the "**Securitization Transaction**"). As part of the Securitization Transaction, (i) we became the franchisor of the ServiceMaster® system; (ii) Predecessor assigned to us all existing ServiceMaster® franchise agreements and related agreements; and (iii) ServiceMaster IPCo LLC ("**SM IP**"), an affiliate of Parent, assigned ownership of all Marks (as defined in Item 13) and certain intellectual property relating to the operation of franchises to us. RW Parent and its subsidiaries may enter into other secured financing transactions in the future.

At the time of the closing of the Securitization Transaction, we entered into a management agreement with SM Manager for SM Manager to provide the required support and services to franchisees under their franchise agreements. SM Manager also acts as our franchise sales agent. We will pay management fees to SM Manager for these services. However, as the franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under your Franchise Agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

Affiliates

We have no affiliates (other than our parents) that currently offer products or services to our franchisees.

Our affiliates under the control of RW Parent that currently offer other franchises include:

AmeriSpec SPE LLC ("**AmeriSpec**"), a Delaware limited liability company, franchises home and commercial inspection businesses under the AmeriSpec® mark. The principal address for AmeriSpec is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. AmeriSpec and its predecessors began offering franchises in 1988. As of December 31, 2021, AmeriSpec had 182 franchises in the United States.

Furniture Medic SPE LLC ("**Furniture Medic**"), a Delaware limited liability company, franchises furniture restoration, repair, and refinishing businesses under the Furniture Medic® mark. The principal address for Furniture Medic is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. Furniture Medic and its predecessors began offering franchises in August 1992. As of December 31, 2021, Furniture Medic had 195 franchises in the United States.

Merry Maids SPE LLC ("**Merry Maids**"), a Delaware limited liability company, franchises residential house cleaning businesses under the Merry Maids® mark. The principal address for Merry Maids is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. Merry Maids and its predecessors began business and started offering franchises in 1980. As of December 31, 2021, Merry Maids had 996 franchises in the United States. The ServiceMaster® franchises that we sell offer heavy-duty, disaster cleaning for homes and businesses, office cleaning and, in some cases, the cleaning of homes, which would also be candidates for cleaning by Merry Maids and its franchisees. In some instances, the customers served by ServiceMaster® franchisees and Merry Maids franchisees may require or desire the same cleaning services, and the franchisees for both brands may compete with each other for such customers.

Two Men and a Truck SPE LLC ("**Two Men and a Truck**"), a Delaware limited liability company, franchises businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark. The principal address for Two Men and a Truck is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. Two Men and a Truck's predecessor began offering franchises in February 1989. As of December 31, 2021, Two Men and a Truck had 284 franchises and three company-owned locations operating in the United States.

ServiceMaster of Canada Limited ("**SM Canada**") offers franchises in Canada. The principal address for SM Canada is 2275 Upper Middle Road East, Suite #200, Oakville, Ontario, L6H 0C3. As of December 31, 2021, there were approximately 422 franchises in Canada under the ServiceMaster Clean®, ServiceMaster Restore®, AmeriSpec®, Merry Maids®, and Furniture Medic® trade names and trademarks serving residential and commercial customers throughout Canada.

ServiceMaster Limited ("**SM UK**") offers franchises in Great Britain. The principal address for SM UK is ServiceMaster House, Tigers Road, Wigston, Leicester, The United Kingdom. As of December 31, 2021, there were approximately 438 franchises in Great Britain that operate using the ServiceMaster Clean®, ServiceMaster Restore®, Merry Maids®, Furniture Medic®, TruGreen®, and Rosemary Bookkeeping® trade names and trademarks.

AmeriSpec, Furniture Medic, Merry Maids, Two Men and a Truck, SM Canada, and SM UK have never offered franchises in any line of business (except as provided above), have never conducted a business of the type you will operate (except as provided above), and do not provide products or services to our franchisees.

In this Disclosure Document, we refer to AmeriSpec, Furniture Medic, Merry Maids, Two Men and a Truck, and us collectively as the "**SM Franchisors**."

Other Affiliated Franchise Programs

Through control with private equity funds managed by Roark Capital Management, LLC, an Atlanta-based private equity firm, we are affiliated with the following franchise programs ("**Affiliated Programs**"). None of these affiliates operate a ServiceMaster® franchise.

Focus Brands Inc. ("**Focus Brands**") is the indirect parent company to seven franchisors, including: Auntie Anne's Franchisor SPV LLC ("**Auntie Anne's**"), Carvel Franchisor SPV LLC ("**Carvel**"), Cinnabon Franchisor SPV LLC ("**Cinnabon**"), Jamba Juice Franchisor SPV LLC ("**Jamba Juice**"), McAlister's Franchisor SPV LLC ("**McAlister's**"), Moe's Franchisor SPV LLC ("**Moe's**"), and Schlotzsky's Franchisor SPV LLC ("**Schlotzsky's**"). All seven Focus Brands franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, Georgia 30342 and have not offered franchises in any other line of business.

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with Focus Brands through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, 2021, there were approximately 1,126 franchised facilities and 12 affiliate-owned facilities in the United States and approximately 748 franchised facilities operating outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with Focus Brands in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, 2021, there were 325 domestic retail shoppes (including one shoppe co-branded in a Schlotzsky's restaurant operated by our affiliate), 31 international retail shoppes, and three foodservice locations operated by independent third parties that offer Carvel® ice cream and frozen desserts including cakes and ice cream novelties.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with Focus Brands through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, 2021, franchisees operated 938 Cinnabon retail outlets in the United States and 810 Cinnabon retail outlets outside the United States and 170 Seattle's Best Coffee units outside the United

States. As of December 31, 2021, Cinnabon LLC operated one affiliate-owned Cinnabon retail outlet in the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with Focus Brands through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, 2021, there were approximately 747Jamba franchised stores in the United States and 64 franchised Jamba stores outside the United States, and three affiliate-owned Jamba stores in the United States.

McAlister's offers full-size and non-traditional fast casual restaurants offering counter-service, on-premises and take-out services featuring a complete or limited line of deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products under the names MCALISTER'S DELI® or MCALISTER'S SELECT®. McAlister's system became an Affiliated Program through an acquisition in July 2005, and the McAlister's system became affiliated with Focus Brands in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, 2021, there were 472 domestic franchised McAlister's restaurants and 33 affiliate-owned restaurants.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with Focus Brands through an acquisition. Moe's predecessor Southwest Grill franchises in 2001. As of December 31, 2021, there were 658 franchised Moe's Southwest Grill restaurants operating in the United States, one franchised restaurant operating outside the United States, and one affiliate-owned restaurant operating in the United States.

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants which feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with Focus Brands through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, 2021, there were 300 franchised Schlotzsky's restaurants and 24 affiliate-owned Schlotzsky's restaurants.

Inspire Brands ("**Inspire Brands**") is a global multi-brand restaurant company, launched in February 2018 upon completion of the merger of the Arby's and Buffalo Wild Wings brands. Inspire Brands is a parent company to seven franchisors, including: Arby's Franchisor, LLC ("**Arby's**"), Baskin-Robbins Franchising LLC ("**Baskin-Robbins**"), Buffalo Wild Wings International, Inc. ("**Buffalo Wild Wings**"), Dunkin' Donuts Franchising LLC ("**Dunkin'**"), Jimmy John's Franchisor SPV, LLC ("**Jimmy John's**"), Rusty Taco, Inc. ("**Rusty Taco**"), and Sonic Franchising LLC ("**Sonic**"). All seven Inspire Brands franchisors have a principal place of business at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and, other than as described below for Arby's, have not offered franchises in any other line of business.

Arby's is a franchisor of quick-serve restaurants operating under the Arby's® trade name and business system that feature slow-roasted, freshly sliced roasted beef and other deli-style sandwiches. In July 2011, Arby's became an Affiliated Program through an acquisition. Arby's has been franchising since 1965 and, as of January 2, 2022, there were approximately 3,407 Arby's restaurants operating in the United States (2,291 franchised and 1,116 company-owned), and 160 franchised Arby's restaurants operating internationally. Predecessors and former affiliates of Arby's have, in the past, offered franchises for other restaurant concepts including T. J. Cinnamons® stores that served gourmet baked goods. All of the T.J. Cinnamons locations have closed.

Buffalo Wild Wings is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic and other beverages, and related services under Buffalo Wild Wings® name ("**Buffalo Wild Wings Sports Bars**") and restaurants that feature chicken wings and

other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("**BWW-GO Restaurants**"). Buffalo Wild Wings has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWW-GO Restaurants since December 2020. As of January 2, 2022, there were 1,196 Buffalo Wild Wings Sports Bars operating in the United States (534 franchised and 662 company-owned) and 76 Buffalo Wild Wings or B-Dubs restaurants operating outside the United States (64 franchised and 12 company-owned). As of January 2, 2022, there were 16 BWW-GO Restaurants operating in the United States (one franchised and 15 company-owned).

Rusty Taco is the franchisor of Rusty Taco® (formerly R Taco®) restaurants. Rusty Taco has offered franchises for Rusty Taco restaurants since May 2015, but its predecessors have been franchising Rusty Taco restaurants since 2010. As of January 2, 2022, there were 36 Rusty Taco restaurants (32 franchised and 4 company-owned) in operation.

Sonic is the franchisor of Sonic Drive-In® restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks. Sonic became an Affiliated Program through an acquisition in December 2018. Sonic has offered franchises for Sonic restaurants since May 2011. As of January 2, 2022, there were 3,552 Sonic Drive-Ins (3,232 franchised and 320 company-owned) in operation.

Jimmy John's is a franchisor of restaurants operating under the Jimmy John's® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. Jimmy John's became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. Jimmy John's and its predecessor have been franchising since 1993 and, as of January 2, 2022, had 2,657 restaurants operating in the United States (2,616 franchised and 41 affiliate-owned).

Dunkin' is a franchisor of Dunkin'® restaurants that offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. Dunkin' became an Affiliated Program through an acquisition in December 2020. Dunkin' has offered franchises for Dunkin' restaurants since March 2006 and, as of December 25, 2021, there were 9,244 franchised Dunkin' restaurants operating in the United States and an additional 3,713 operating in 39 countries.

Baskin-Robbins franchises Baskin-Robbins® restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. Baskin-Robbins became an Affiliated Program through an acquisition in December 2020. Baskin-Robbins has offered franchises for Baskin-Robbins restaurants since March 2006 and, as of December 25, 2021, there were 2,276 franchised Baskin-Robbins restaurants in the United States and an additional 5,394 operating internationally in 54 countries and Puerto Rico.

Primrose School Franchising SPE, LLC (**"Primrose"**) is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988 and as of December 31, 2021, had 465 franchised facilities. Primrose has not offered franchises in any other line of business.

Pet Valu Canada Inc. (**"Pet Valu"**) is a franchisor that offers franchises for specialty retail stores operating under the trademark Pet Valu® that sell food and supplies for dogs, cats, birds, fish, reptiles and small animals. Pet Valu's principal place of business is 130 Royal Crest Court, Markham, Ontario L3R 0A1. Pet Valu became an Affiliated Program through an acquisition in August 2009. Pet Valu has been franchising since 1987. As of January 2, 2022, the Pet Valu enterprise operated stores in Canada under 5 different banners: (i) 633 Pet Valu branded stores with 406 franchised stores and 227 company-owned stores; (ii) 16 Paulmac's Pet Foods-branded stores consisting of 14 franchised and 2 company-owned stores; (iii) 80 Bosley's Pet Food Plus-

branded stores in British Columbia, Canada consisting of 36 franchised and 44 company-owned stores; (iv) 9 company-owned Tisol-branded stores; and (v)16 company-owned Total Pet-branded stores. Pet Valu stores have not offered franchises in any other line of business and currently only offers franchises for the operation of Pet Valu stores in Canada. Pet Supermarket, an affiliate of Pet Valu through common ownership and/or control, operated 218 Pet Supermarket company-owned stores at the end of fiscal year 2021.

ME SPE Franchising, LLC (**"Massage Envy"**) is a franchisor of businesses that offers professional therapeutic massage services, facial services and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, 2021, there were 1,110 franchised Massage Envy locations operating in the United States. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, 2021, there were 10 regional developers operating 12 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. (**"CKE"**), through two indirect wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's ® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.'s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee's restaurants have been franchised since 1961. As of January 31, 2022, there were 202 company-operated Hardee's restaurants, including 12 Hardee's/Red Burrito Dual Concept restaurants, and there were 1,550 domestic franchised Hardee's restaurants, including 150 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were 425 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January 31, 2022, there were 48 company-operated Carl's Jr. restaurants, and there were 1,018 domestic franchised Carl's Jr. restaurants, including 270 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were 566 franchised Carl's Jr. restaurants operating outside the United States, including one Carl's Jr. Green Burrito Dual Concept restaurant. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC ("**Driven Holdings**") is the indirect parent company to 10 franchisors, including Meineke Franchisor SPV LLC ("**Meineke**"), Maaco Franchisor SPV LLC ("**Maaco**"), Drive N Style Franchisor SPV LLC ("**DNS**"), Econo Lube Franchisor SPV LLC ("**Econo Lube**"), Merlin Franchisor SPV LLC ("**Merlin**"), CARSTAR Franchisor SPV LLC ("**CARSTAR**"), 1-800-Radiator Franchisor SPV LLC ("**1-800-Radiator**"), Take 5 Franchisor SPV LLC ("**Take 5**"), ABRA Franchisor SPV LLC ("**ABRA**") and FUSA Franchisor SPV LLC ("**FUSA**"). In April 2015, Driven Holdings and its franchised brands at the time (Meineke, Maaco, DNS, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, DNS, Econo Lube, Merlin, CARSTAR, Take 5, ABRA and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. All 10 franchisors have not offered franchises in any other line of business.

Meineke franchises automotive centers which offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and

replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December 25, 2021, there were 698 Meineke centers, 26 Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December 25, 2021, there were 411 franchised Maaco centers and no company-owned Maaco centers in the United States.

DNS is the franchisor of 3 franchise systems: Drive N Style® franchises, AutoQual® franchises and Aero Colours® franchises. DNS and its predecessors have offered Drive N Style franchises since October 2006. A Drive N Style business offers both interior and exterior reconditioning and maintenance services, exterior paint repair and refinishing services and interior and exterior protection services for consumer vehicles. As of December 25, 2021, there were 31 Drive N Style franchises and no company-owned Drive N Style businesses in the United States. DNS and its predecessors have offered AutoQual franchises since February 2008. AutoQual businesses offer various services relating to the interior of automotive vehicles, including, among other things, cleaning, deodorizing, dyeing, and masking of carpets, seats, and trim. As of December 25, 2021, there were 8 AutoQual franchises and no company-owned AutoQual businesses in the United States. DNS and its predecessors have offered Aero Colours franchises since 1998. Aero Colours businesses offer various services related to the exterior of automotive vehicles, including paint touch-up, repair and refinishing that is performed primarily on cars at automobile dealerships or at the customer's home or place of business. As of December 25, 2021, there were 2 Aero Colours franchises and no company-owned Aero Colours businesses in the United States.

Merlin franchises shops which provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name "Merlin Muffler and Brake Shops," and have offered franchises under the name "Merlin 200,000 Mile Shops" and "Merlin Shops" since February 2006. As of December 25, 2021, there were 24 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube's predecessor began offering franchises in 1980 under the name "Muffler Crafters" and began offering franchises under the name "Econo Lube N' Tune" in 1985. As of December 25, 2021, there were 10 Econo Lube N' Tune franchises and 12 Econo Lube N' Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N' Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December 25, 2021, there were 193 1-800-Radiator franchises in operation in the United States. 1-800-Radiator's affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December 25, 2021, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR's business model focuses on insurance-related collision repair work arising out of relationships it has established with

insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December 25, 2021, there were 419 franchised CARSTAR facilities and 10 company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December 25, 2021, there were 134 franchised Take 5 outlets operating in the United States. An affiliate of Take 5 currently operates approximately 536 Take 5 outlets and outlets that operate under other brands, including Havoline Xpress, many of which may be converted to the Take 5 brand and operating platform in the future.

ABRA franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. ABRA and its predecessor have offered ABRA franchises since 1987. As of December 25, 2021, there were 63 franchised ABRA repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December 25, 2021, there were 181 franchised Fix Auto repair shops operating in the United States, 9 of which are operated by FUSA's affiliate pursuant to a franchise agreement with FUSA.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) **Meineke Canada SPV LP** and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) **Maaco Canada SPV LP** and its predecessors have offered Maaco center franchises in Canada since 1983; (3) **1-800-Radiator Canada, Co.** has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) **Carstar Canada SPV LP** and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) **Take 5 Canada SPV LP** and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) **Driven Brands Canada Funding Corporation** and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) **Go Glass Franchisor SPV LP** and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) **Star Auto Glass Franchisor SPV LP** and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012. These franchisors have not offered franchises in any other line of business.

As of December 25, 2021, there were: (i) 27 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 17 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 7 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) 323 franchised CARSTAR facilities and 4 company-owned CARSTAR facilities in Canada; (v) 31 franchised Take 5 outlets and 8 company-owned Take 5 outlets in Canada; (vi) 23 franchised UniglassPlus businesses, 30 franchised UniglassPlus/Ziebart businesses, and 5 franchised Uniglass Express businesses in Canada, and 4 company-owned UniglassPlus businesses and 1 company-owned UniglassPlus/Ziebart business in Canada; (vii) 7 franchised VitroPlus businesses, 60 franchised VitroPlus/Ziebart businesses, and 4 franchised Vitro Express businesses in Canada, and 3 company-owned VitroPlus businesses and 1 company-owned VitroPlus/Ziebart business in Canada; (viii) 31 franchised Docteur du Pare Brise businesses and 2 company-owned Docteur du Pare Brise businesses in Canada; (ix) 12 franchised Go! Glass & Accessories businesses and no franchised Go! Glass businesses in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

NBC Franchisor LLC ("**NBC**") franchises gourmet bakeries which offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC's predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, 2021, there were 409 Nothing Bundt Cake franchises and 16 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium Center Licensing, LLC ("Mathnasium") franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2021. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, 2021, there were 948 Mathnasium franchises in the United States and its parent company operated three Mathnasium centers in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States. **Mathnasium Center Licensing Canada, Inc.** has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, 2021, there were 87 franchised Mathnasium centers in Canada. **Mathnasium International Franchising, LLC** has offered franchises outside the United States and Canada since May 2015. As of December 31, 2021, there were 65 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC have a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

i9 Sports, LLC ("i9") franchises businesses that operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 became an Affiliated Program through an acquisition in September 2021. i9 has a principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2021, there were 192 i9 Sports franchises and one company-owned location. i9 has never offered franchises in any other line of business.

None of the affiliated franchisors are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Except as described above, we have no other parents, predecessors, or affiliates that must be included in this Item.

The Franchise Offerings

If we offer a franchise to you, you will sign a franchise agreement (a "**Franchise Agreement**") which will grant you the right to establish and operate a Restore Franchise under the ServiceMaster Restore® mark (the "**SM Restore Mark**") within a territory specified in the Franchise Agreement (the "**Territory**") that will operate under a certain type of SM License (as defined below). A sample of the Franchise Agreement is provided as Exhibit A to this Disclosure Document.

The "**SM Licenses**" include the following license types: (i) Disaster Restoration Services License, (ii) Small Market Services License, (iii) On-Location Services License, (iv) Residential Services License, (v) Window and Carpet Cleaning Services License, and (vi) Recovery Management Services License (the "**SRM Program**"). There are minor operational differences between the Licenses, as some focus on certain services or markets or have different contractual terms, but all Restore Franchises are otherwise substantially similar. The SM Licenses are each described in greater detail below.

If you are a new franchisee, we only offer you the opportunity to operate a Restore Franchise with a Disaster Restoration Services License (which we refer to as a "**Disaster Restoration Franchise**"). A Disaster Restoration Franchise is required to provide the following Core Services and Additional Core Services,

which we may modify from time to time in the Operations Manual:

"**Core Services**" currently include a full range of the following services: (a) disaster restoration services delivered primarily to customers who have experienced loss from water damage or other manmade or natural events or disasters, including fires, floods, earthquakes, storms, and systems failures (including sewer, plumbing electrical or otherwise); and (b) commercial services delivered to the management or tenants of any commercial or institutional building. Specifically, these services currently include (i) water mitigation (emergency water mitigation/restoration 24 hours per day), (ii) structural drying (including carpet, walls, wood floors and other relevant structural materials), (iii) structural cleaning (post fire/smoke and post construction), (iv) mold remediation (state licensing may be required), (v) contents cleaning and moving (inventory, pack-out, moving, cleaning, storage, and pack-back), (vi) biohazard and trauma cleaning, (vii) cleaning and disinfection to limit the survival of viruses and emerging viral pathogens, (viii) consulting, and (ix) equipment rental. Unless otherwise provided by us, you may not use subcontractors when providing Core Services.

"**Additional Core Services**" currently include the following services, which may be delivered by you directly or through a subcontractor (including a general contractor, if licensing is required to perform such services): (i) temporary services (board-up, roof tarping, debris removal, and security); (ii) hoarding clean-up; (iii) HVAC/duct cleaning; (iv) textile cleaning (dry cleaning and soft contents); (v) electronics cleaning; (vi) document drying; (vii) art restoration; and (viii) carpet reinstallation.

A Disaster Restoration Franchise may also provide, directly or through subcontractors, the Construction Services described below in this Item 1 and the following Supplemental Services and Floor Care Services, which we may modify from time to time in the Operations Manual:

"**Supplemental Services**" currently include the following services, which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): (i) carpet and upholstery services (including cleaning, spot and pet odor removal, application of soil and stain protectors, anti-static agents, carpet inspection services, and power washing); (ii) cleaning rendered on a periodic basis (including wall, floor, ceiling and contents cleaning, kitchen and bathroom surface and fixture cleaning, deodorizing, and sanitizing); (iii) washing windows (interior and exterior), blinds, and chandeliers; and (iv) power washing vehicles, decks, aluminum siding, driveways, and other exterior surfaces.

"**Floor Care Services**" currently include the following services, which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): carpet maintenance, carpet cleaning, hard surface floor maintenance, and furniture cleaning services.

The following SM Licenses are no longer offered to new franchisees but are available only through renewal or transfer of an existing franchise:

1. Small Market Services License: Restore Franchises operating under a Small Market Services License ("**Small Market Franchises**") provide Core Services and Additional Core Services in smaller markets (generally, a town with a population of 12,000 or less that is situated 20 miles or more from another town with a population of more than 12,000).

2. Residential Services License: Restore Franchises operating under a Residential Services License ("**Residential Franchises**") provide Supplemental Services to residential customers.

3. Floor Care Services License: Restore Franchises operating under a Floor Care Services Licenses ("**Floor Care Franchises**") provide (i) Floor Care Services to the management or tenants of any commercial or institutional buildings and (ii) Supplemental Services to residential customers.

4. Window and Carpet Cleaning Services License: Restore Franchises operating under a Window

and Carpet Cleaning Services License ("**Window and Carpet Franchises**") provide Supplemental Services to commercial and residential customers.

5. On-Location Services License: Restore Franchises operating under an On-Location Services License ("**On-Location Franchises**") provide Core Services, Additional Core Services, Supplemental Services, and Floor Care Services.

6. Recovery Management Services License: Restore Franchises operating under a SRM License ("**SRM Franchises**") provide Core Services, Additional Core Services, project and recovery management services, and commercial large loss disaster restoration services directly to commercial customers who have the capacity to provide commercial restoration opportunities of $500,000 or greater in contract value and who are not existing customers of other Restore Franchises. SRM Franchises are authorized to use the ServiceMaster Recover Management mark (the "**SRM Mark**"), in addition to the SM Restore Mark.

Conversion Franchises. If you currently operate a business offering the same or similar services as a Restore Franchise that we offer, you will be required to convert your existing business to a Restore Franchise (a "**Conversion Franchise**") and to execute a Conversion Ramp-up Amendment in the form attached as Exhibit K to this Disclosure Document (the "**Conversion Amendment**"). The Conversion Franchise offer differs slightly from the start-up offering described in this Disclosure Document to the extent that certain considerations can be made to enable a smoother transition of the business' operations to a Restore Franchise, which will be reflected in the Conversion Amendment. If your present business includes Construction Services (as defined below in this Item), you will be required to sign the then-current Construction Services Amendment to the Franchise Agreement, as described below.

National Accounts. We (or our affiliates) may enter into agreements with customers that have locations in multiple markets who have access to consumers or commercial locations ("**National Accounts**"). National Account customers needing Core Services are referred to us, and we, in turn, allocate these sales leads to franchisees in our sole discretion. There is no guaranty that you will receive leads through the National Account program. We may reallocate or reassign National Accounts anytime for any reason.

If you participate in any existing or future National Accounts programs, you must adhere to the terms and conditions set out in the National Account agreements that we or our affiliates have negotiated when you customer and our minimum quality standards, as specified in the confidential ServiceMaster Restore® Franchise Operations Manual (the "**Operations Manual**"). National Accounts programs and procedures may be added, changed, or removed, as detailed in the Operations Manual from time to time. You may be required to be in good standing under your Franchise Agreement to participate in National Accounts programs.

Under our current National Account program rules, you have the option of declining a sales lead, referral or work from a National Account but any lead, referral or work you decline must be referred back to us. We have the right to require you to service National Accounts in the future.

Optional Programs. Qualified Disaster Restoration Franchises, On-Location Franchises, Small Market Franchises, and SRM Franchises may participate in optional programs that we may develop from time to time ("**Optional Programs**"), which currently include the Quality Restoration Vendor Program (the "**QRV Program**"), the Commercial Recovery Team Program (the "**CRT Program**"), and the Service Recovery Management Program (the "**SRM Program**"). Participants in the QRV Program receive leads for potential water, smoke, fire or odor mitigation work in residences. Participants in the CRT Program must maintain a capacity to mobilize to a catastrophic event to support commercial customers and form an additional tier of responders. Participants in SRM Program must maintain the capacity and resources necessary to service large commercial restoration opportunities and to mobilize to a catastrophic event.

In order to participate in any Optional Programs, you must meet the minimum program requirements, which are published on the franchisee intranet ("**ServiceConnection**") and in the Operations Manual. We do not

expect new franchisees to meet the minimum program requirements necessary to participate in the Optional Programs during their first year of operation. We may require participants in Optional Programs to sign and comply with provider agreements or other standards and requirements, which may be updated annually and will be included in the Operations Manual. Participation in the Optional Programs are voluntary, and Restore Franchises must reapply annually to participate such Optional Programs. We may modify annually the minimum requirements to participate in any Optional Programs, as well as the terms of the Optional Programs and any related provider agreements or standards, and you must comply with such modifications and enter into new provider agreements as a condition of continuing to participate in the applicable Optional Program.

Construction Services. Disaster Restoration Franchises, On-Location Franchises, Small Market Franchises, and SRM Franchises, at their request and at our discretion, may be licensed to perform Construction Services. "**Construction Services**" are defined as construction services including, but not limited to, framing carpentry, cabinetry removal and put back/installation, cabinetry repair, roofing, flooring, drywall and plastering, carpet and pad installation, painting, wallpapering installation, and repair of heating, cooling, electrical and plumbing systems, which involve structural reconstruction, cosmetic restoration, or mechanical restoration associated with disaster restoration. All Construction Services may be delivered directly or through a qualified subcontractor, if a license is required in your state to perform any of these services. A franchisee may not perform Construction Services without having been approved by us to do so and without having executed the Construction Services Amendment to the Franchise Agreement, which is attached in Exhibit J-1 to this Disclosure Document. If you do not intend to offer Construction Services through a Restore Franchise that operates under such SM Licenses, you must execute the Construction Services Amendment Opt-Out Option Acknowledgement that is attached as Exhibit J-2 to this Disclosure Document.

Competitors

Your competitors are national and regional companies that operate similar businesses and their franchisees, and individuals, companies, and partnerships of varying sizes and scopes that offer disaster restoration and cleaning services which, as further explained in Item 12, may include other franchisees or affiliates.

Distributors

In some areas, we have area representatives, which we refer to as "**Distributors**," which serve as instructors for and liaisons with franchisees in certain territories. They are independent contractors. They may also act as recruiters on our behalf in connection with the original placement of a ServiceMaster Franchise. Below is a list of our current Distributors and their salespersons. You will sign a Partial Assignment of Rights ("**PAR**") with your Franchise Agreement if you are in a Distributor's territory. A PAR is included in Exhibit A-2 to this Disclosure Document.

TERRITORY: ILLINOIS, IOWA, MINNESOTA, NEBRASKA, SOUTH DAKOTA, WISCONSIN
Clark Companies, Inc. d/b/a ServiceMaster Distributor Operations
Ed Clark, President, since 1997. He has been employed with Clark Companies in managerial positions since 1993.

TERRITORY: NORTH CAROLINA, SOUTH CAROLINA
ServiceMaster Distributor of the Carolinas
George B. McBride, Sr., President. Mr. McBride, Sr. has been associated with ServiceMaster Distributor of the Carolinas since 1997.
George B. McBride, Jr., Business Services Support. Mr. McBride, Jr., joined ServiceMaster Distributor of the Carolinas in 2010.

TERRITORY: NORTH CAROLINA, SOUTH CAROLINA, VIRGINIA
ServiceMaster Associates of Virginia, Inc.

David Meyer, President. Mr. Meyer has been with ServiceMaster Associates of Virginia since 1985.

Industry-Specific Regulations

We are not aware of any laws or regulations that are specifically applicable to the cleaning services offered in this Disclosure Document except as noted here. Franchisees doing disaster restoration and construction-type work should be mindful of environmental laws, such as NESHAP (National Emissions Standards for Hazardous Air Pollutants), and OSHA (Occupational Safety and Health Administration) regulations, as well as those laws and regulations surrounding work in buildings with lead paint. Some states have mold remediation laws. Some products used in our System contain ingredients regulated by the Environmental Protection Agency (EPA). We have registered our products that contain these ingredients with the EPA. Certain states may require licensing and certification requirements for applying disinfectants, sanitizers and other microbials that are EPA registered. In addition, if you perform or subcontract certain disaster restoration-related services that involve more than just cleaning, your state may require you to obtain a contractor's license. You will need to contact your state and local authorities to determine whether there are any local regulations or ordinances that apply to your Restore Franchise.

Referrals

We pay existing Restore Franchises a referral fee for referred candidates who acquire a franchise within 12 months of the referral, but we can change this policy at any time. Franchisees who receive financial incentives for such referrals may be required to register as franchise brokers under applicable state laws. (See State-Specific Addenda attached as Exhibit F to this Disclosure Document).

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer: Elane Stock

Ms. Stock has been the Chief Executive Officer for (i) us and each of the other SM Franchisors (except Two Men and a Truck) since December 2020, (ii) SM Manager, RW Purchaser, and a number of other related entities since October 2020, and (iii) Two Men and a Truck since August 2021. She has also been a Manager of RW Parent since October 2020. From October 2020 to December 2020, she was the Chief Executive Officer of AmeriSpec L.L.C. ("**ASL**"), FM Medic L.L.C. ("**FML**"), Merry Maids L.L.C. ("**MML**"), and SM Clean L.L.C. ("**SML**," and collectively with ASL, FML and MML, the "**Former Operators**"). Since September 2018, she has served as a non-executive Director for Reckitt Benckiser Group plc (RB) in Slough, United Kingdom. Since April 2014, she has served as a non-executive Director for YUM! Brands in Louisville, Kentucky. From February 2017 to November 2020, she served as a non-executive Director for Equifax in Atlanta, Georgia. Ms. Stock serves in her present capacities in Atlanta, Georgia.

President of ServiceMaster Restore: John Tovar

Mr. Tovar has been our President of ServiceMaster Restore since December 2020. He has also been a Vice President of SM Manager since December 2020. From December 2020 to January 2021, he served as the President of AmeriSpec and Furniture Medic. From May 2018 to November 2020, Mr. Tovar was the Vice President Operations and New Business for Ace Hardware Corporation in Oak Brooke, Illinois. From July 2016 to May 2018, he was the Vice President Merchandising for GameStop Corp. in Grapevine, Texas. From December 2009 to April 2016, he was the Executive Vice President Operations for 24 Hour Fitness USA, Inc. in San Ramon, California. Mr. Tovar serves in his present capacities in Atlanta, Georgia.

Chief Development Officer: Jim Boccher

Mr. Boccher has been our Chief Development Officer since July 2021. From March 2021 to July 2021, he served as President, Commercial Restoration of ServiceMaster Restore. From May 2018 to March 2021, he

was the President and Chief Executive Officer of DSI Holdings, Inc., the operator of a number of Restore Franchises, in Downers Grove, Illinois. From April 2013 to May 2018, he served as Chief Sales and Marketing Officer of DSI Holdings, Inc. in Downers Grove, Illinois. Mr. Boccher serves in his present capacities in Memphis, Tennessee.

Chief Financial Officer: Vipul Soni

Mr. Soni has been the Chief Financial Officer for (i) us, each of the other SM Franchisors (except Two Men and a Truck), SM Manager, RW Parent, RW Purchaser, and a number of other related entities since January 2021 and (ii) Two Men and a Truck since August 2021. From February 2012 to January 2021, he was the Managing Director of Brynwood Partners in Greenwich, Connecticut. Mr. Soni serves in his present capacities in Atlanta, Georgia.

Chief Legal & Compliance Officer: Tricia Kinney

Ms. Kinney has been the Chief Legal & Compliance Officer for (i) us, each of the other SM Franchisors (except Two Men and a Truck), SM Manager, RW Parent, RW Purchaser, and a number of other related entities since March 2021 and (ii) Two Men and a Truck since August 2021. From September 2020 to March 2021, she worked with various non-profit organizations. From July 2019 to August 2020, she served as Vice President and Deputy General Counsel - Kimberly-Clark Professional® and Global Supply Chain for Kimberly-Clark Corporation in Roswell, Georgia. From January 2015 to July 2019, she served as Vice President and Deputy General Counsel - Kimberly-Clark Professional® for Kimberly-Clark Corporation in Roswell, Georgia. Ms. Kinney serves in her present capacities in Atlanta, Georgia.

Franchise Development Manager: Ryan Atchley

Mr. Atchley has been a Franchise Development Manager for us since March 2022. From April 2021 to February 2022, he was a Business Development Manager for Serenity Restoration in Norcross, Georgia. From January 2020 to March 2021, he was in between roles. From September 2006 to December 2019, he was a Regional Marketing Consultant for Kumon North America in Atlanta, Georgia. Mr. Atchley serves in his present capacities in Atlanta, Georgia.

ITEM 3: LITIGATION

Disclosures Related to Predecessor

W&P Enterprises, et al v. ServiceMaster Residential/Commercial Services Limited Partnership, et al; U.S.D.C (W.D. TN) Case 2:14-cv-02292-JTF

Suit was filed April 23, 2014 by a franchisee seeking to enjoin Predecessor from selling additional franchises in Tulsa and Creek counties in Oklahoma. The franchisee disputed Predecessor's termination of its exclusivity addendum as a result of the franchisee's breach of the addendum. A temporary injunction was issued; then the franchisee agreed to arbitrate the issues. The parties engaged in settlement discussions and resolved the matter. The parties agreed to the reinstatement of the franchise agreement with a modified exclusivity addendum; agreed to a more clearer definition of the terms of the Franchise Agreement; that Predecessor would waive the franchisee's non-compliance with growth requirements for 2012 and 2013; that the addendum, once reinstated and as modified, would remain in full force and effect and be subject to termination by Predecessor after the effective date; and that each party would pay their own attorney fees. Stipulation of dismissal with prejudice was entered with the Court on June 13, 2014.

ServiceMaster by Jones, Inc. v. ServiceMaster Residential/Commercial Services Limited Partnership; Tennessee Chancery Court, 30th District, No. CH-14-1845

A suit was filed on December 29, 2014, in Memphis Tennessee, alleging misrepresentation and fraud in the inducement, and unfair and deceptive trade practices by Predecessor with regard to Predecessor's sale of a franchise to Plaintiff. Plaintiff requests rescission of the franchise agreement, payment of damages, and punitive damages. Predecessor denies any wrongdoing. On February 25, 2016, Predecessor filed a Motion to Stay the proceedings and Compel Arbitration under the terms of the party's Franchise Agreement. Predecessor's Motion was granted at the April 1, 2016, hearing. Predecessor agreed to pay $20,000 but denied any wrongdoing. As part of the settlement, the parties agreed to an early termination of the franchise agreement. Jones agreed to comply with a post-termination non-compete and non-solicitation requirement as well as other customary post-termination obligations. The lawsuit was dismissed with prejudice per the settlement agreement on October 5, 2016.

Mary Fernimos v. ServiceMaster Residential/Commercial Services Limited Partnership (United States District Court for the Eastern District of Michigan, Case No. 2:18-cv010083-SJM-EAS)

On January 9, 2018, Mary Fernimos filed an action against Predecessor alleging breach of a settlement agreement relating to the sale and transfer of certain licenses and fraud by bad faith promise relating to the denial of proposed transfers of the licenses under the settlement agreement. On February 7, 2018, Predecessor filed an answer denying any wrongdoing. On April 2, 2018, Predecessor filed a motion to dismiss the proceeding and compel arbitration under the terms of the parties' franchise agreements. On May 23, 2018, the parties reached a settlement by mediation. Predecessor agreed to pay Mary Fernimos $17,500 and allow her a one-year time period in which to sell one of her former ServiceMaster franchise agreements to an approved buyer in a specific region in Michigan. The district court litigation was dismissed with prejudice on June 26, 2018.

Express Restoration Corporation v. ServiceMaster Residential/Commercial Services Limited Partnership and SM Clean, LLC, United States District Court for the Central District of California (Case No. 18-cv-10569-JFW-MRW)

On December 20, 2018, a former franchisee, Express Restoration Corporation ("**Express**"), filed a complaint against ServiceMaster Global Holdings Inc. alleging violation of the California Franchise Relations Act, the California Unfair Practices Act, breach of contract and breach of the implied covenant of good faith and fair dealing. Plaintiff alleged damages of approximately $1.5 million. The claims arise out of Predecessor's termination of the franchise agreement after learning that Express failed to disclose that it was a current Servpro franchisee at the time it applied to become a ServiceMaster® franchisee. Predecessor immediately terminated the franchise agreement for making materially false statements relating to the acquisition of a franchise, as allowed under California law. On March 18, 2019, Express filed a second amended complaint removing reference to ServiceMaster Global Holdings Inc. and identifying the defendants as Predecessor and SML. After several months of discovery and motion practice, the parties agreed to a settlement whereby Predecessor paid the plaintiff $75,000 and the plaintiff and its owners agreed that they will never in any way own, operate, consult with, be employed by or associated with any individual or entity that is associated with any ServiceMaster Franchise. The case was dismissed with prejudice on January 31, 2020.

Disclosures Regarding Actions in Past Fiscal Year

Faster Than Sound, Inc. v. ServiceMaster Residential/Commercial Services Limited Partnership, SM Clean LLC, ServiceMaster Clean/Restore SPE, LLC, and ServiceMaster Systems, LLC, American Arbitration Association Case No. 01-20-0007-2597.

On June 3, 2021, Faster Than Sound ("FTS") filed a claim (the "**Claim**") against us, our Predecessor, our SM Systems, and SM Clean LLC (together, "**Respondents**") alleging violations of the Florida Deceptive and Unfair Trade Practices Act (FDUTPA) and the Florida Franchise Act (FFA); breaches of contract, fiduciary

duty, and covenant of good faith and fair dealing; and various other civil claims arising out of the resale of a ServiceMaster franchise in Brevard County, Florida. In 2019, FTS explored the option of selling its franchise. After receiving unsatisfactory offers, FTS alleged that Respondents had devalued its franchise and disclosed private financial records, among other things. FTS sought rescission of the December 1, 2017 Franchise Agreement between the parties (the "**FTS Agreement**") or, in the alternative, monetary damages.

Respondents strongly refuted the allegations and, on August 9, 2021, Respondents brought a cross-claim for breach of contract and breach of guaranty (the "**Cross-Claim**") against FTS and its guarantors (Edwin Todd Cleveland and Wendy K. Cleveland) to recover damages incurred from FTS's breach of the FTS Agreement. On February 14, 2022, the parties entered into a Confidential Settlement Agreement (the "**Settlement**"), in which neither party admitted any wrongdoing and both parties released all known and unknown claims against the other party. The parties agreed that FTS would have ninety (90) days following the execution of the Settlement to transfer its business. No payment was required to be made by Respondents nor was any payment made on their behalf. An order dismissing the proceedings with prejudice was entered on February 22, 2022 as to both the Claim and the Cross-Claim.

Disclosures Regarding Affiliated Programs

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("**ARG**"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement, ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc. (California Superior Court, Los Angeles County, Case No. E25636618, filed on March 19, 2019). On March 14, 2019, our affiliate, Dunkin Brands, Inc. ("**DBI**"), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DBI's employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and DBI from hiring each other's employees. Under the terms of the settlement, DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision. In addition, DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DBI expressly denied in the settlement agreement that it had engaged in any conduct that

had violated state or federal law and, furthermore, that the settlement agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the court approved the parties' stipulation of judgment.

New York v. Dunkin' Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019). In this matter, the N.Y. Attorney General ("**NYAG**") filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card. The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's allegations, DBI and the NYAG entered into a consent agreement to resolve the State's complaint. Under the consent order, DBI agreed to pay $650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

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

ITEM 4: BANKRUPTCY

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

ITEM 5: INITIAL FEES

Initial Franchise Fee

If you purchase a new Restore Franchise, you must pay us an initial franchise fee equal to $72,500 (the "**Initial Franchise Fee**") upon execution of the Franchise Agreement. If you are renewing or purchasing an existing franchise, you will not pay an Initial Franchise Fee. The Initial Franchise Fees are considered fully earned and non-refundable upon execution of the Franchise Agreement, except that if we are unable, in our sole discretion, to accept the Franchise Agreement, your money will be refunded.

We may offer incentives of cash, equipment, materials, supplies or related items which will in effect lower the Initial Franchise Fee or investment to prospective franchisees. The availability of each incentive may be subject to a time limit. We reserve the right to offer, change or cancel an incentive at any time. Also, for existing ServiceMaster® franchisees that buy one or more additional Restore Franchises, there may be a discount for training or other items received in connection with their previous purchase of a Restore Franchise.

You may be eligible for certain discounts to the Initial Franchise Fee. You may take advantage of only one of the other discounts described below:

(1) A 5% Industry Experience Discount is available to any franchisee that has at least two years' experience owning or being employed by any business offering the services franchised by us.

(2) A 20% Military Discount is available to individuals honorably discharged from the United States Armed Forces who have full operational control of the business and are otherwise eligible to purchase the Restore Franchise.

(3) A 10% Minority-Owned Business Discount is available to a business which is at least 51% owned by an individual (or individuals) who is (or are) African American, Hispanic, Native American, Asian or other similar minority race designation, who have full operational control of the business, and who are

otherwise eligible to purchase the Restore Franchise.

(4) A 10% Woman-Owned Business Discount is available to a business which is at least 51% owned by a woman (or women) who have full operational control of the business and who are otherwise eligible to purchase the Restore Franchise.

(5) A 15% Affiliate Discount is available to any existing ServiceMaster® franchisee, owners of franchises granted by our affiliates, and to any employee of us or any of its affiliates. This discount is not available to current employees of ServiceMaster® franchisees, unless they are referred to us by their employing franchisee. We will pay the employing franchisee a $5,000 referral fee for a Restore Franchise sold to each employee they refer to us.

(6) A 15% Conversion Franchise Discount is available to Conversion Franchises.

During 2021, the Initial Franchise Fees for Restore Franchises ranged from $51,276 to $60,125.

Opening Packages for Restore Franchises

If you purchase a new Restore Franchise, you must purchase an opening package of initial equipment and supplies (the "**Opening Package**") that will range between $85,000 to $135,000. You will also have to pay all shipping and handling charges and, where applicable, sales tax. A discount is not available on the Opening Package. Any amounts paid for the Opening Package are not refundable.

The Opening Package includes the supplies and equipment listed in Exhibit G to this Disclosure Document. We reserve the right to modify the contents of the Opening Package from time to time. You may customize the package to suit your needs. If you choose to purchase additional equipment, products or supplies, your total investment may be higher.

For Conversion Franchises, you will not be required to purchase duplicate equipment if, in our sole discretion, your existing equipment meets or exceeds our current system standards.

All Fees

Except as disclosed above, you are not required to pay any other fees or payments to us or our affiliates for services or goods before your Restore Franchise begins operating. The initial fees are not refundable. We do not offer direct or indirect financing to franchisees for any of these fees.

ITEM 6: OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty	The greater of $250 or 10% of monthly Gross Service Sales	Monthly, currently by the 20th	See Note 2 for the definition of "**Gross Service Sales**." The minimum royalty does not apply for the first four calendar months of the term for new Restore Franchises. See Note 3 regarding Royalties, generally. See Note 4 for the Royalties for Conversion Franchises.
Advertising Fund Contribution	The greater of $20 or 1% of monthly Gross Service Sales. For SRM Franchises, the greater of $20 or 0.5% of monthly Gross Service Sales.	Monthly, currently by the 20th	See Note 2 for the definition of "**Gross Service Sales**." The National Advertising Fund Contribution (the "**Ad Fund Contribution**") is contributed to the National Advertising Fund (the "**Ad Fund**") applicable to your Restore Franchise. The Ad Fund Contribution counts towards your Local Advertising Commitment, as described in Item 11.

Type of Fee[1]	Amount	Due Date	Remarks
Delinquent Report Fee	$50 per delinquent report	The day after the report is due	Payable if you fail to timely submit any required reports.
Interest on Overdue Payments	1.5% per month or the maximum permitted by law, whichever is less	When overdue amount is paid	Payable on, and in addition to, any overdue amounts from the date that the payment was originally due.
Transfer Fee	$7,000, except (i) $3,500 if the transfer is to an owner's adult child who is at least 18 years of age or to a qualified manager of the franchise (as specified in the Operations Manual) and (ii) no fee if the transfer is to a spouse of an existing owner.	At closing of the transfer	Payable by you or the buyer when you transfer 50% or more ownership of the Franchise Agreement or the ServiceMaster Franchise to one or more owners. Transferees must also pay the cost of Initial Training and must purchase their own laptop and software.
Initial Training for Additional Persons and Transferees	$6,310 per person for a 3-week program	Due at closing for transfers; due before training for all other trainees	Payable for additional trainees, subsequent trainees, or transferees. Price includes training and some meals. The Initial Training fee for two people to attend the Initial Training for a new Restore Franchise is included in Initial Franchise Fee. See Note 5.
Ongoing Training Programs	Registration fee from $50 to $200 for Spring and Fall Regional Meetings; other training shall be specified from time to time.	Due upon registration	Payable if you attend our Spring and Fall Regional Meetings and other training programs that we require or offer. You are responsible for all travel, hotel costs, and some meal costs that you or your trainees incur while attending training. See Item 11.
Convention Attendance Fee	$400 to $500 per Restore Franchise per year	Due upon registration	Payable for you to attend our annual convention. You are responsible for all travel, hotel costs, and some meal costs that you or your trainees incur while attending any conventions.
Renewal Fee	The then-current fee. Currently, $2,000 per Franchise Agreement.	When Franchise Agreement is renewed	Payable for you to enter into a renewal term for each Franchise Agreement.
Lead Fee	$10,000	At closing of the transfer	Payable if we refer a qualified lead to an existing franchise owner and such lead purchases the franchise owner's interest within 18 months of our referral of such lead. See Note 5.
Change Fee	The then-current fee. Currently, $500 per change per Franchise Agreement.	As incurred	Payable if adding, deleting, or changing an owner's name (other than an owner's spouse); changing business entity name; changing DBA (doing business as) name; or changing form of entity. No charge to change DBA name or form of entity during first year of initial term. If any changes are being made in conjunction with a transfer of 50% or more ownership of the Restore Franchise, the Transfer Fee shall apply, instead of the Change Fee. For non-controlling transfers, the Change Fee shall apply per person, per transfer, and per Franchise Agreement.
Audit	Cost of audit	Upon demand	Payable only if an audit shows an understatement of at least 5% of Gross Service Sales for any given month. Also, must pay the Interest Fee on the overdue amount.
Inspection Fee	Our actual costs and	Upon	Payable if we conduct a follow-up inspection to confirm that

Type of Fee[1]	Amount	Due Date	Remarks
	expenses	demand	you have corrected any deficiencies identified in another inspection
Non-approved Product or Equipment Evaluation Testing Fees	$500 per cleaning product and $1,000 per equipment product	At time of submission of request	Payable if you request our approval of a non-approved product or equipment item that you want to use in your business. You also must pay for shipping and handling charges to ship the products to us and back to you. See Item 8 for a description of the approval process.
Indemnification	Varies by nature of claims	On demand	You must indemnify us and our affiliates in connection with your operation of the Restore Franchise.
Construction Service Fee	2% of monthly Gross Service Sales from Construction Services, without any deduction for subcontractor-performed work.	Monthly, currently by the 20th	Payable if you provide Construction Services. If you provide Construction Services without signing the required Construction Services Amendment, you will pay 10% of monthly Gross Service Sales related to providing such services.
Construction Ad Fund Fee	0.25% of Gross Service Sales from Construction Services.	Monthly, currently by the 20th	Payable if you provide Construction Services. Fee will be contributed to the Ad Fund. If you provide Construction Services without signing the required Construction Services Amendment, you will contribute to the Ad Fund the greater of $20 per month or 1% of monthly Gross Service Sales from providing such services.
Restore 365 Plus Software	Currently, $650 per month for your primary place of business and $50 per month per other location if you elect to operate Restore 365 at one or more other locations.	Monthly, currently by the 1st	Payable monthly for the required Restore 365 Plus software. Initial setup fee of $3,500 per primary place of business is included in the Initial Franchise Fee. We may change the required software and fees from time to time.
Claims Capture Unit Job Fee	$52.50 per job	Monthly, currently by the 25th	Payable for each job referred to you through our 1-800 call referral service. We may increase this fee annually.
Claim Capture Unit Late Referral Fee Payment Charges	$100 per late referral fee payment	With fee payment	Payable if you do not timely pay the Claims Capture Unit (CCU) Job Fee, which is charged if we refer a revenue-generating lead to you. See Item 8. This fee is in addition to any delinquent report fees noted above.
Insurance Coverage Fee	Our actual costs and expenses	As incurred	If you, in our sole discretion, fail to manage a customer complaint, we may manage or settle the dispute on your behalf and charge you our actual costs and expenses.
Customer Complaint Management Fee	Our actual costs and expenses	Upon demand	Payable if we conduct a follow-up inspection to confirm that you have corrected any deficiencies identified in another inspection
Technology Fees	Currently, $180 per month plus $12 to $27 per job	Monthly $85 $95 $29.99 $12.00 $15.00	Payable to us or third parties for software tools used in the operation of the Restore Franchise from time to time. These fees may also include software and systems fees to maintain and continuously protect the technology systems that operate the website and the business intelligence platforms and technology that supports your Restore Franchise. We may change the related products and services from time to time.
National Accounts Fees	Per job fee and referral fee, which will vary depending on National Account Program	Monthly as incurred	Payable if you participate in our optional National Accounts Program. National Accounts invoicing is carried out centrally, and we remit customer payments to you less job fees and referral fees as per the then-current program.
Optional Program Participation Fees	$100 - $1,000 or more per month depending on program usage	Monthly as incurred	If you participate in any Optional Programs, you may incur additional fees and expenses related to the operation of such programs. For example, under the QRV Program, you may be required to pay fees to access the respective software systems and lead processes of certain insurance companies.

Type of Fee[1]	Amount	Due Date	Remarks
			Under the QRV Program, there may also be per job fees which can range from $7 to $15 per job and in some cases up to 5% of the invoice amount for commercial management fees. The amount and type of fees may vary by program and change from time to time.
SRM Program Fees	$85 per job referred by us plus 2% to 5% of Gross Service Sales on jobs over $3,000	Upon demand	If you participate in the SRM Program, you must pay us these fees for SRM jobs that we refer to you. If we send representatives to the site to provide assistance, you also must pay our agent's then-current labor rate, plus travel and living expenses.
Attorneys' Fees	Our cost	On invoice	You must pay us any attorneys' fees we incur related to you, your Owners, or your Restore Franchise (other than those we incur in response to your efforts to enforce the Franchise Agreement or in the defense of any claim we assert against you on which you substantially prevail in court or other formal legal proceedings). If we become a party to a proceeding on an agreement between us and you, and we win, or if we become a party to litigation or insolvency proceedings for your franchise, then you must pay our reasonable attorneys' fees and court costs. If we terminate the Franchise Agreement for your default, you must pay us all our expenses from your default or termination, including reasonable attorneys' and experts' fees.
Liquidated Damages	The average monthly amount of Royalties and Ad Fund Contributions that you owed us during the past 12 months times the lesser of remainder of term of Franchise Agreement or 24 months.	Within 7 days of termination of your Franchise Agreement	Payable if we terminate the Franchise Agreement due to your default (or if you purport to terminate the Franchise Agreement). If less than 12 months have passed since opening and termination, the amount will be the average monthly Royalties and Ad Fund Contributions during the time between opening and termination, times the lesser of the remainder of term of the Franchise Agreement or 24 months.
Appraiser's Fee	50% of appraiser's fee for the first appraiser; 100% of appraiser's fee for the second and third appraiser	On invoice	You must pay this fee only if we elect to purchase your assets on termination or expiration of the Franchise Agreement, and we cannot agree with you on the purchase price.

Notes to Item 6

1. All fees are imposed by and are payable to us. None of these fees or payments are refundable. Unless we agree otherwise in writing, you must participate in in an electronic funds transfer program under which monthly fees, such as Royalties, Ad Fund Contributions, and Technology Fees ("**Monthly Fees**") will be deducted by auto draft or paid electronically from your bank account (the "**Account**") on the day of the month we specify in the Operations Manual (currently, the 20th of each month) based on the Gross Services Sales reported to us (which reports are currently due by the 10th of each month). We may permit you to initiate payments via a system that we establish or approve or, at our option, require you to authorize us to initiate debit and/or credit entries and/or credit correction entries to your bank account for payment of Monthly Fees, and products and other items purchased through us or our affiliates on forms that we prescribe. If you have not reported Gross Service Sales to us for any reporting period, we may debit the Account in an amount equal to the greater of the non-reported payment (if we can reasonably estimate or determine the owed amount) 120% of the last reported Royalties. If at any time we determine that you have under-reported the Gross Service Sales or underpaid Monthly Fees, we may initiate immediately a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after we and you determine that such credit is due. We may apply payments we receive to any of your past due indebtedness, in our sole discretion, regardless of how you designate a

particular payment to be applied. In addition, we may offset any amount otherwise due to you against any amount owed to us. Finally, we may retain any amounts received for your or your affiliates' account (such as rebates from suppliers, national account or program work payments, or other payments) as payment against any amounts owed to us. We can exercise any of the foregoing rights in connection with amounts owed to or from us or our affiliates.

2. **"Gross Service Sales"** means **(X)** all charges and/or revenues which are billed, received, or earned by you, your affiliates, your owners, any related parties (including your officers and family members), and/or your subcontractors:

   A. by, at, or in connection with the Restore Franchise or the use of any of the Marks;
   B. relating to the kinds of goods or services available now or in the future through the Restore Franchise and/or distributed in association with the Marks or the licensed system of operations;
   C. relating to the operation of any similar businesses (that offers, is otherwise involved in, or deals with goods and services similar to those offered by Restore Franchises);
   D. with respect to any co-branding activities (including goods or services provided under, or in conjunction with, a mark other than the Marks); and/or
   E. with respect to any other revenues of any kind received from third parties related to the operation of the Restore Franchise, including any revenue received from us or our affiliates (such as revenue we or our affiliates collect directly from customers that is related to work performed by you) or from vendors (such as rebates or referral fees); **less**

   (Y) any approved adjustments that may be deducted in accordance with the royalty remittance policy in the Operations Manual, as such policy may be revised from time to time. Unless otherwise specified in the Operations Manual or by us in writing, Gross Service Sales includes all revenue at the time billed and must be reported monthly on an accrual basis in the month the work was billed to the customer, regardless of when and if such revenue is collected by you. Unless otherwise specified in the Operations Manual, any expenses related to goods or services provided to you or customers by any parties related to you (acting as a subcontractor, vendor, or otherwise) are not deductible as adjustments from Gross Service Sales.

3. Royalties are generally understood to be the fees the franchisee pays to use something that someone else created (i.e. the franchise business idea and trademarks and branding). Franchisees use our ideas, trademarks and branding to create sales, and a percentage of the Gross Service Sales is paid to us as a royalty fee in exchange for permission to use our proprietary trademarks and processes.

4. For a Conversion Franchise, the Royalties will not initially be owed on total Gross Service Sales. We will take into account the level of existing sales for the Conversion Franchise before joining the System and we will, in our sole discretion, phase in the Royalties on an increasing percentage of total Gross Service Sales. For your existing accounts, you will pay the same mutually agreed upon Royalties for so long as you keep the existing account at the same location.

5. A qualified lead is defined as someone who has passed our screening process, our background check, credit check, and at a minimum a phone interview of the prospective franchisee. We are not responsible for locating leads and do not represent that we will do so. The Lead Fee also covers our advertising and marketing costs and administrative costs of such information sharing and gathering. The Lead Fee is not a Transfer Fee.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount of Expenditure (Note 1)		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee (Note 2)	$72,500	$72,500	Lump sum	Upon signing Franchise Agreement	Us
Opening Package (Note 3)	$85,000	$135,000	As incurred	Before opening	Us
Vehicles (Note 4)	$3,975	$5,500	As incurred	Before opening	Vendors
Technology System (Note 5)	$300	$1,000	As incurred	Before opening	Vendors
Travel and Other Expenses while at Initial Training (Note 6)	$600	$1,500	As incurred	Before opening	Vendors
Insurance (Note 7)	$8,800	$19,350	As arranged	Before opening	Insurance provider(s)
Certifications (Note 8)	$0	$260	As arranged	Before opening	Vendors
Local Advertising (Note 9)	$500	$1,500	As arranged	As incurred	Vendors
Miscellaneous Opening Expenses (Note 10)	$1,000	$7,200	As incurred	As incurred	Vendors
Real Estate Expenses (Note 11)	$5,000	$25,000	As incurred	As incurred	Landlord
Professional Fees (Note 12)	$5,000	$15,000	As incurred	As incurred	Lawyer and CPA
Additional Funds – first 3 months (Note 13)	$70,000	$75,000	As incurred	As incurred	Employees, Suppliers, Utilities, and Government Agencies
Total for Disaster Restoration Franchises (Note 14)	**$252,675**	**$358,810**			

NOTES TO ITEM 7 TABLE:

1. **General Item 7 Notes.** Except as otherwise noted, each of the fees in the chart and notes below relate to all Restore Franchises. None of these fees or payments are refundable unless otherwise noted below. We and our affiliates do not offer financing for these expenses.

2. **Initial Franchise Fee.** The Initial Franchise Fee is refundable only if we, in our sole discretion, do not accept the Franchise Agreement. The Initial Franchise Fee may vary depending upon whether you are eligible for any of the discounts listed in Item 5 or if you are a Conversion Franchise. The Initial Franchise Fee includes the Initial Training for one person, and the initial setup of required hardware and software.

3. **Opening Package or Equipment.** Exhibit G lists the contents of the Opening Package recommended for providing services according to our System. There are various options available, as described in the Operations Manual, so that you can customize your Opening Package. Actual charges for shipping (if any) and sales tax will vary depending on your location. We reserve the right to modify the contents of the Opening Package from time to time.

4. **Vehicles.** You may purchase or lease used or new vehicles for use in your Restore Franchise. All vehicles that you use must be mechanically sound, in good repair, clean and neat in appearance without any dents or rust, and in compliance with your state's safety requirements. All vehicle used in this Restore Franchise must display the applicable ServiceMaster® colors and decals according

to our guidelines contained in the Operations Manual. We do not mandate a specific vehicle or type of vehicle, but the vehicle you choose must accommodate the equipment necessary to operate your Restore Franchise. The amount listed is the estimated down payment, plus payments during first 90 days, and does not include applicable taxes, titling and licensing. The estimate also includes the cost or purchasing and installing our vehicle graphics.

5. **Technology System.** You must obtain a business class high speed Internet connection and a single static IP address. This estimate includes the cost of one month of such service. The Initial Franchise Fee includes the cost of a laptop computer containing basic Restore 365, the Estimating and Pricing Software, QuickBooks Premier, and Microsoft Office Home and Business and/or any other software we may require.

6. **Travel and Living Expense During Training**. This estimate is the cost for one person to attend our Initial Training. Initial Training will be held in Atlanta, Georgia, Memphis, Tennessee, or any other location designated by us. The cost of the training, as well as some meals, are included in the Initial Franchise Fee, but you must pay an additional per person fee if you would like additional trainees to attend. You are responsible for the travel and living expenses, wages, and other expenses incurred by your trainees during the program, which is reflected in the estimate. Your actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices. In certain periods of time, we may require you to attend our Initial Training remotely online via ServiceMaster Learn. In such periods, you will not incur travel expenses.

7. **Insurance.** You must obtain the types and amounts of insurance that we specify from time to time. The current minimum requirements are specified in Item 8.

8. **Certifications.** If you are not already trained in Institute of Inspection Cleaning and Restoration Certification ("**IICRC**") courses, you will be trained in IICRC Water Damage Restoration Technician (WRT), Applied Structural During Technician (ASD), Fire and Smoke Damage Restoration Technician (FSRT), or Odor Control Technician (OCT) during Initial Training. We are approved by IICRC to administer the certification tests. There is a testing and certification fee payable to IICRC. Your test(s) will be sent directly to IICRC for IICRC to score and issue your certification. The low estimate assumes you are already certified, and the high estimate assumes you must obtain all certifications. If you do not have HAZWOPER training, you must complete HAZWOPER training prior to attending Initial Training.

9. **Local Advertising.** Your advertising costs will likely include such items as promotional materials and advertisements used to generate sales before opening. This estimate does not include Ad Fund Contributions, which will vary based on your Gross Service Sales.

10. **Miscellaneous Opening Expenses.** You will incur various miscellaneous costs to open your business. These costs include your business license, security deposits, utility deposits, and an incorporation fee (if you incorporate). In some locations you may be required to obtain a contractor's license.

11. **Real Estate Expenses.** While we do not require you to rent office space, we recommend separate office and warehouse space of a minimum of 3,000 square feet, and we have included an estimated security deposit for such space in the high estimate.

12. **Professional Fees.** You may incur costs in seeking legal and accounting advice to assist you with the formation of your entity, your lease negotiation, your review of this Disclosure Document and related agreements, the development of your business plan, and your employee or independent contractor hiring practices.

13. **Additional Funds – First 3 Months**. This estimates the additional funds you may need to cover

additional expenses you will incur before your Restore Franchise opens and in its first three months of operation. These expenses may include, without limitation, employee salaries, wages, benefits, employee uniforms, payroll taxes, various licenses, telephone/Internet and utility bills, ongoing vehicle payments, taxes and licensing of vehicles, bank charges, taxes, additional advertising expenses, miscellaneous supplies and equipment, and other miscellaneous items. Your Restore Franchise will likely require heavy marketing in your first three months of operation to insurance agents and adjusters, in addition to home and business owners. The estimate reflects the additional advertising you may be required to conduct after opening. You may incur other categories of expenses or expenses in excess of this estimate. We have based these figures on our and our Predecessor's experience franchising ServiceMaster Franchises.

14. **Total Initial Investment.** These figures are estimates based on our and our Predecessor's many years of experience franchising ServiceMaster Franchises. Your actual investment and expenditures and initial cash outlay may vary from the amounts shown depending on the choices you make, your local market, and the size of your Territory and its geographical and topographical make-up. If you choose to purchase additional equipment, products, supplies, and vehicles, your expenses may be higher.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase at least one Opening Package to start your Restore Franchise. The contents of the Opening Package are listed in Exhibit G to this Disclosure Document. In addition, the Operations Manual lists other specifications including standards for customer satisfaction and performance that require, primarily, that you render services that meet or exceed any given customer's reasonable expectations for cleaning and/or restoration. Our specifications which are subject to change from time to time are general in nature and are designed to assure that you meet our goal of total customer satisfaction.

You must purchase your ongoing supplies, including cleaning solutions and compounds from us, our affiliates, or an approved vendor. We have approved vendors for specialty promotional items, equipment, vehicle graphics, insurance, and uniforms as well as stationery items. You must purchase your equipment and other specialty items from us, our affiliates, or an approved vendor.

If there are non-approved products or equipment in a Conversion Franchise or a transferred franchise business, the products should be discontinued immediately and the equipment depleted and replaced through attrition with approved equipment.

We or our affiliates are approved vendors for ongoing supplies, including cleaning solutions and compounds and equipment for all Core Services. We may add to, delete, or otherwise modify the Core Services from time to time in the Operations Manual.

Vehicles. You are required to lease or purchase a van for the operation of your Restore Franchise to transport equipment, cleaning solutions, products, and employees. We recommend that you buy a heavy-duty cargo van that is no less than 3/4 ton. We do not mandate a specific vehicle or type of vehicle. We do require that the vehicle you choose must accommodate the equipment of your business type, that the vehicle passes or meets your state's safety requirements, and that the vehicle is clean, neat in appearance without any dents or rust, and displays the ServiceMaster® colors and decals. SRM Franchises must purchase or lease at least a 53' trailer and a 20' box truck.

Insurance. You must acquire by the deadline that we specify and maintain the insurance coverage in the amounts, covering the risks, and containing only the exceptions and exclusions that we specify from time to time in the Operations Manual or otherwise in writing. All of your insurance carriers must be rated A or higher by A.M. Best and Company, Inc. (or such similar criteria as we may specify from time to time). All coverage must be on an "occurrence" basis, except for the employment practices liability insurance coverage, which is on a "claims made" basis. All policies shall apply on a primary and non-contributory basis to any

other insurance or self-insurance that we or our affiliates maintain. We may periodically increase the amounts of coverage required and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances.

All such liability insurance policies shall name us and our affiliates as additional insureds and shall provide that we receive 30 days' prior written notice of termination, expiration, or cancellation of any such policy. You must submit to us annually a copy of the certificate of or other evidence of the renewal or extension of each such insurance policy. If you at any time fail or refuse to maintain in effect any insurance coverage required by us or to provide evidence of such insurance, we may, at our option, obtain such insurance coverage on your behalf, and you must reimburse us for any costs and premiums incurred by us and charges imposed by us for obtaining such insurance.

Currently, we require the following coverage:

(1) Commercial General Liability with limits of $1,000,000 per occurrence, $1,000,000 personal and advertising injury, and $2,000,000 aggregate. ($2,000,000 per occurrence for SRM Franchises.) Coverage must provide for waiver of subrogation in favor of us and must not have exclusions for workmanship or work performed by subs.
(2) Crime Policy with a recommended $25,000 limit. You must obtain coverage for theft of client's property. You may have mysterious disappearance coverage in lieu of theft of client property coverage.
(3) Business Automobile Liability with $1,000,000 in coverage for owned, hired, and non-owned vehicles or coverage for any auto.
(4) Pollution Liability with $1,000,000 in coverage. ($2,000,000 in coverage for SRM Franchises.) Coverage must include mold, asbestos, silica, and biohazards as covered perils.
(5) Construction Services Liability with limits of $3,000,000 per occurrence and $4,000,000 in the aggregate is required only if you provide Construction Services.
(6) Umbrella Liability with a $1,000,000 limit for $0 to $3 million in Gross Service Sales and a $2,000,000 limit for $3 million or more in Gross Services Sales. Gross Services Sales is aggregated for this purpose for all franchises in your ServiceMaster® enterprise. ($5 million limit for $0 to $10 million in Gross Service Sales and an additional $1 million in coverage for each additional $5 million in Gross Service Sales for SRM Franchises.)
(7) Workers' Compensation and Other State-Required Insurance with a $500,000 minimum for employer's liability. You must have stop gap coverage required if you or your employees are in OH, ND, WA, and WY and must provide for waiver of subrogation in favor of us and our affiliates. You also must acquire any other coverage required by your state.
(8) Cybersecurity/Privacy Policy with a (a) $125,000 per occurrence/$250,000 aggregate limit if your annual Gross Service Sales are less than $1,000,000; (b) $250,000 per occurrence/$500,000 aggregate limit if your annual Gross Service Sales are $1,000,000 to $4,999,999; (c) $500,000 per occurrence/$1,000,000 aggregate limit if your annual Gross Service Sales are $5,000,000 to $9,999,999; and (d) $1,000,000 per occurrence/$1,000,000 aggregate limit if your annual Gross Service Sales are $10,000,000 and above.
(9) Errors and Omissions/Professional Liability with $2,000,000 per occurrence in coverage is only required for SRM Franchises.

In addition to the above requirements, we strongly recommend that you obtain the following insurance coverage for each type of franchise:

(1) Care, Custody and Control Insurance to insure damage to customer property caused directly by your work with a $150,000 minimum as needed based on the value of contents held.
(2) Property Insurance with limits as needed for property coverage for building, contents and equipment breakdown; business income; equipment that leaves premise; property of others; business income/dependent properties, warehouse legal liability; electronic data processing/computer

coverage; flood/earthquake; lost key/replacement lock coverage ($10,000 limit); utility interruption; and property coverage enhancement.

(3) Umbrella Coverage (in addition to the required coverage listed above) with a $5,000,000 limit for $5 million to $10 million in revenue and an additional $1,000,000 in coverage for each additional $5 million in revenue.

(4) Employment Practices Liability Insurance with third party and wage and hour coverage. We recommend coverage for a stand-along EPLI policy ranging from $250,000 to $1,000,000 depending on the number of employees that you have.

Officer Interests. Our officers own indirect ownership interests in us, and we are an approved supplier. Other than these interests, our officers do not have any ownership in any approved suppliers.

Approval Process. If we do not have a product or equipment in a specialty area of service for you to purchase from us, our affiliates, or our approved vendors, the item must be submitted to us for approval prior to your using it. Or, if a customer requires use of a specific product, you must contact us with documentation and information detailing the customer's requirement prior to your performing the service.

You must submit to us for approval any cleaning products, equipment and supplies not provided by us or that we have not previously approved. You may request approval by letter for any item you would like us to consider. You must submit to us a representative sample sufficient for end-use evaluation, together with the manufacturer's product identification and specifications and other information that we reasonably require. We may condition our approval of a supplier or distributor on requirements relating to product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), any adverse economic impact on us, our affiliates, or the franchise network, and/or other criteria. We will notify you within a reasonable time whether we approve such products, supplier, and/or distributor. Franchisor may charge a reasonable fee to make that evaluation. You must pay us $500 to test each cleaning product and $1,000 to test each equipment product that you propose to use. We may periodically re-inspect the products and services of any approved or designated supplier or distributor, and we may revoke our approval of any supplier, distributor, product or service that does not continue to meet our criteria.

An approved supplier's products are evaluated on safety of ingredients, environmental stewardship performance, and damage to substrate. If product is superior or equivalent to comparable ServiceMaster® product in all of these areas, approval allowing franchise owner to use the product in their business only will be granted. Re-approval is required every two years. An approved supplier's equipment will be evaluated on brand identity, safety certifications, performance, durability and maintenance. If submitted equipment is superior or equivalent to comparable ServiceMaster® equipment in all of these areas, approval allowing franchise owner to use the equipment in their business only will be granted. After testing, equipment will be shipped back to you at your cost. Evaluation ranges from 20 days to 150 days. Once evaluation is completed, a letter of approval or disapproval will be sent to you.

Revenue Earned from Purchases. We and our affiliates are entitled to receive and retain any and all allowances, commissions, and rebates paid to us or our affiliates by manufacturers, suppliers, and distributors of products and services to the System and franchisees, including all payments made in connection with products and services purchased by System franchisees. We and our affiliates may use all such amounts without restriction for any purposes that we or they deem appropriate.

Currently, some approved vendors provide our affiliates with revenue based on sales made to you. This revenue ranges from 1% to 17% of the total revenue they receive from sales to you. We do not provide any special benefit or incentive to you for your purchases from these vendors.

In the year ending on December 31, 2021, SM Systems derived $4,350,475 in revenue from its direct sale and its vendors' sales of supplies to Restore Franchises, including cleaning solutions and compounds, equipment and specialty items. This revenue figure has been sourced from SM Systems' unaudited financial statements.

In the year ending on December 31, 2021, we did not receive any revenue from the required purchases of goods or services by our franchisees.

Percentage Subject to Specifications. Your purchase of supplies in accordance with our specifications will represent 2% to 5% (depending on the type of ServiceMaster Franchise you buy) of your total purchases to establish and operate your Restore Franchise. Your purchases of equipment in accordance with our specifications represent 10% to 15% (depending on the type of ServiceMaster Franchise you buy) of your total purchases in connection with the establishment of your Restore Franchise.

We estimate your purchase of a van and equipment in accordance with our specifications represents 10% to 15% (depending on the type of ServiceMaster Franchise you buy) of your total purchases in connection with the establishment of your Restore Franchise.

CCU Referrals. ServiceMaster Claim Capture Unit ("**CCU**") handles calls for disaster restoration services from residential and commercial customers, insurance companies, affiliates, and other third parties. The telephone numbers called are 800-RESPOND, 866-RECOVER, and 800-776-6710. Requests for disaster restoration services received through the CCU are then referred to franchisees participating in the QRV Program and for recovery management services are referred to SRM Franchises and franchisees participating in the SRM Program according to CCU procedures. The CCU charges a referral fee to each recipient of a lead. A franchisee, however, pays a referral fee only on leads that are revenue-producing jobs. (See Item 6) Accepting referrals from the CCU is optional.

Purchasing or Distribution Cooperatives. As of December 31, 2021, we did not have any purchasing or distribution cooperatives.

Purchase Arrangements. We have negotiated special franchise pricing with some vendors. For some purchases, we and you may receive volume discounts in the form of manufacturer and wholesaler rebates, based on the total purchases by the ServiceMaster® system.

Material Benefits or Incentives. We do not provide any material benefits or incentives to you for your purchases of certain products or services or your use of certain suppliers.

ITEM 9: FRANCHISEE'S OBLIGATIONS

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	1.1 and Exhibit A	Item 11
b. Pre-opening purchases/leases	6.2 and Exhibit A	Items 7 and 8
c. Site development and other pre-opening requirements	3.1, 5.1, and Exhibit A	Items 7 and 11
d. Initial and ongoing training	5.1, 5.13, and Exhibit A	Item 11
e. Opening	N/A	Item 11
f. Fees	2.2.2.8, 3.5, 4, 5.1, 5.3, 6.2, 11.3, 12.2.4.9, 14.12, 24.10, and Exhibit A	Items 5 and 6

Obligation	Section in Franchise Agreement	Disclosure Document Item
g. Compliance with standards and policies/operating manual	5 and 7	Item 11
h. Trademarks and proprietary information	6.1 and 8	Items 13 and 14
i. Restrictions on products/ services offered	1.2, 5.2, and 5.3 and Exhibit A	Items 8, 9 and 16
j. Warranty and customer service requirements	5.2 and 5.4	Item 11
k. Territorial development and sales quotas	5.2.10 and 5.17	Item 12
l. Ongoing product/service purchases	5.2 and 5.3	Item 8
m. Maintenance, appearance and remodeling requirements	5.4	Item 11
n. Insurance	11	Items 6 and 7
o. Advertising	10	Items 6, 7 and 11
p. Indemnification	17.3	N/A
q. Owner's participation/ management/staffing	15.1	Item 15
r. Records and reports	9	Item 6
s. Inspections and audits	3.5 and 9.6	Items 6 and 11
t. Transfer	12	Item 17
u. Renewal	2.2	Item 17
v. Post-termination obligations	14	Item 17
w. Non-competition covenants	15	Item 17
x. Dispute resolution	24	N/A
y. Personal Guaranty	5.5.1 and Personal Guaranty Attachment	Item 15

ITEM 10: FINANCING

We and our affiliates do not offer direct or indirect financing arrangements for any purpose in establishing or operating your Restore Franchise. We and our affiliates do not guarantee your promissory note, lease, or any other obligation you may make to others.

We have relationships with certain banks and third-party lenders in different regions and may be able to refer you to a preferred source of financing for Initial Franchise Fees and franchise growth initiatives, but we do not have any arrangements with such lenders and do not receive any benefits from such lenders if you obtain financing from them.

We participate in the SBA's Franchise Directory. We may modify the Franchise Agreement, if necessary, to comply with SBA requirements for you to participate in certain SBA loan programs.

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

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

As noted in Item 1, we have entered into a management agreement with SM Manager for the provision of support and services to Restore Franchises. SM Manager may provide the training, support, marketing, and other services described in this Item 11 to you on our behalf and will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement. Though we may delegate any of our rights or responsibilities to SM Manager, we remain ultimately responsible for all of the support and services required under the Franchise Agreement.

Before you open your business, we will:

1. Designate your non-exclusive Territory. We do not participate in site selection; however, your office must be within your Territory and we must approve the location. You must abide by all local codes, laws, restrictions and statutes in your area when choosing your office location. We do not review your construction, remodeling or decorating plans. In addition, we do not own or lease any premises to you. (Franchise Agreement – Section 1.1 and Exhibit A);

2. Provide to you, at your expense, certain approved materials, supplies, equipment, products, forms, etc. once you are ready to commence business (Franchise Agreement – Section 3.6). If you purchase a Restore Franchise, we will provide you with the Opening Package that we require;

3. Within six months of the Franchise Agreement, provide you with Initial Training preparation materials and train you at the Initial Training (Franchise Agreement – Section 3.1). Training support will be provided to you in English; and

4. If this is the purchase of a new Restore Franchise or a Conversion Franchise, provide you a laptop computer with the required software or recommended software for the SM License you have chosen to purchase (Franchise Agreement – Section 3.4). If you choose to purchase software that we recommend or require in the future, we will provide reasonable assistance in installation of the software.

During the operation of the Restore Franchise, we will:

1. Continue to provide advisory assistance in English in the operation of the Restore Franchise (Franchise Agreement – Section 3.2);

2. Give you access to ServiceConnection to access the Operations Manual which contains both mandatory and suggested specifications, standards, and procedures. Access to ServiceConnection is password-protected and must be limited to franchisees and their key employees only. We will modify ServiceConnection and the Operations Manual, and you will be required to conduct the Restore Franchise in accordance with any modifications. The Operations Manual Table of Contents is listed in Exhibit I to this Disclosure Document. This manual contains a total of 150 pages. (Franchise Agreement – Section 3.4);

3. Through your Distributor or ServiceMaster Business Development Consultant, provide instructions regarding improvements and developments for your business, pricing, administrative, bookkeeping, accounting, inventory control procedures and operating problems. (Franchise Agreement Sections 3.2 and 3.3); and

4. If you participate in the National Accounts or the QRV Program:
    a. distribute leads, in our sole discretion, to participating Restore Franchises; there is no guarantee that you will receive any leads under these programs; and
    b. make payments to you, upon receipt of payment for services from participating insurers or program participants in accordance with program guidelines.

Advertising and Promotion

Our Advertising. We or our designee will from time to time formulate, develop, produce and conduct marketing and promotional programs in the form and media as we or our designee determines to be most effective. ServiceMaster® services may, from time to time, be advertised nationally, regionally, and locally on various media, including television, radio, magazine, digital and social media, and newspaper advertising campaigns. Our in-house marketing department produces advertising literature, brochures, etc. for your use;

however, we may, from time to time, employ an outside agency to produce our national, regional and local advertising. We are not obligated to spend any amount on advertising in your market or Territory.

National Ad Fund. We have established the Ad Fund for Restore Franchises. You must contribute the Ad Fund Contribution, which is 1% of your Gross Service Sales (0.5% of Gross Service Sales for SRM Franchises) with a minimum contribution of $20 per month, into the Ad Fund on a monthly basis.

The Ad Fund may be used to meet any and all costs of maintaining, administering, directing and preparing advertising and promoting the programs, products and services offered by Restore Franchises including, without limitation, the cost of (i) preparing and conducting digital and social marketing activities, television, radio, magazine and newspaper advertising campaigns and other sales, marketing, sponsorships, promotional and public relations activities; (ii) producing and maintaining marketing systems and tools; (iii) employing advertising agencies; (iv) employee salaries, salesperson commissions and other related costs and expenses; (v) the costs relating to any toll-free number maintained by us and used in advertising and marketing campaigns; (vi) providing promotional brochures and other marketing materials to franchisees; (vii) monitoring and/or managing social media relating to the brand; and (viii) such other costs and expenses as we, in our sole discretion, deem appropriate and in the best interests of all or any of our franchisees. All sums paid by franchisees to the Ad Fund shall be maintained in one of our accounts and tracked on a separate profit and loss statement. The Ad Fund shall not be used to defray any of our general operating expenses, except for such reasonable administrative costs and overhead, if any, as we may incur in activities reasonably related to the administration or direction of the Ad Fund and advertising programs including, without limitation, conducting market research, preparing marketing, promotional and advertising materials, and collecting and accounting for assessments for the Ad Fund.

In 2021, the Ad Fund was allocated towards digital media (62%); general media (12%); assets (4.0%); customer sales support (10%); cooperative advertising (3%), public relations (2%); administrative expenses (0.2%); and miscellaneous costs (6.81%). The Ad Fund targeted advertising that supported Restore Franchises, including production of marketing materials, digital marketing, public relations, sponsorship of events, tradeshow participation, sales staff, and market research of the disaster restoration industry.

We have established the National Advertising Council (the "**NAC**"), which provides guidance, counsel and communication as it relates to the creation and administration of advertising programs funded through the Ad Fund. The NAC serves in advisory role, as these advertising programs are subject to our final approval. The NAC is comprised of franchisees that we select. We may change or dissolve the NAC in our sole discretion.

If all the advertising contributions in the Ad Fund are not spent in the year they are accrued, the remaining accounts are carried over to the next year. We do not receive payment for providing goods to the Ad Fund but may be reimbursed for the services of certain employees who provide services exclusively benefiting the Ad Fund and its goals. We are not required to spend any Ad Fund amounts on advertising in your Territory. None of the Ad Fund is used for the solicitation for the sale of Restore Franchises. If we operate any company-owned businesses, they will also contribute to the Ad Fund on the same basis as franchisees.

A financial review of the operation of the Ad Fund will be prepared annually by us. Upon your written reasonable request, a copy of the financial review will be sent to you. The National Franchise Council ("**NFC**") may request an audit of the Ad Fund by an independent certified public accountant. The cost of such audit will be charged to the Ad Fund.

Your Local Advertising. You are required to spend a minimum amount of your monthly Gross Service Sales on local advertising (the "**Local Advertising Commitment**") in each month. The Local Advertising Commitment is 4% of monthly Gross Service Sales for all Restore Franchises. Your Ad Fund Contributions shall count towards meeting this obligation.

You must participate in all marketing and promotions as we determine to be appropriate for the benefit of

the System. Local advertising, sales activity, and other marketing activities are subject to our approval and must be consistent with the then current sales and marketing guidelines (which will be updated from time to time, as we deem necessary). You must submit to us for approval samples of all advertising and promotional plans and materials that you desire to use. You must conduct all such local advertising in a dignified manner and must conform to our requirements as set forth in the Operations Manual or otherwise in writing.

You are not required to participate in a local or regional advertising cooperative.

Digital Marketing. We will reference your Restore Franchise on the website we develop for the System (the "**Website**") so long as you are in full compliance with the Franchise Agreement. Unless we consent otherwise, you may not establish a separate website or social media account to advertise, market, or promote the Restore Franchise, conduct commerce, or directly or indirectly offer or sell any products or services in connection with the Restore Franchise. You may not use the Marks or any words or designations similar to the Marks in a domain name, search engine keyword, or metatag in connection with the Restore Franchise.

If we agree to allow you to establish a website or social media account, (i) we will have the right to review the substance and content of the website or account and may require you to modify your website or account, (ii) you will be required to comply with our website and social media policies as set forth in the Operations Manual, (iii) you will be required to obtain our approval before linking to any other websites, including our Website, and (iv) any content must be accurate and not misleading, not infringe third-party rights, not be offensive, and not cause harm or damage. We may, at any time, modify our policies with regard to domain names, social media accounts, and websites.

We will control all advertising and listings for you and our other franchisees in online directories, including, but not limited to, Google My Business, Yelp, and Facebook, in order to maintain proper search engine optimization practices. We may grant you editable rights in the content of such online advertising and listings upon your written request.

Computer Hardware and Software System Requirements

The software systems run on the minimum recommended hardware requirements shown below. We have no obligation to upgrade your hardware. You have no contractual obligation to upgrade hardware components, but you should upgrade your individual systems if you wish to take full advantage of the speed and improvements of the software packages. Additionally, if you choose to run hardware that does not meet our minimum standards for running software that causes conflicts, we will not be able to provide you with support.

If this is a new Restore Franchise or a Conversion Franchise, we will provide you with a laptop computer with required software installed. Otherwise, we have no obligation to provide or to assist you in obtaining any hardware or software other than the Estimating and Pricing Software. We do have independent access to the information generated and stored in your computer systems.

1. Laptop: 2GHZ or better Processor, 48.0GB RAM, 500GB or larger Hard Drive, 14" screen, Wireless Network Card (N adapter or higher), Webcam, Mouse
2. Windows 10 (or higher) Professional Operating System
3. Microsoft Office Home & Business
4. QuickBooks Premier
5. Laser printer, black printing
6. High-speed Internet Service Provider, DSL or cable with minimum 5Mbps download and 2Mpbs upload dedicated to data
7. Internet Explorer 10 or newer
8. iPad® Mini Tablet 16 GB or larger tablet
9. Wireless Internet Service with speed of no less than 300 mbps.

You responsible for installing anti-virus software on all your Restore Franchise computers and mobile equipment and must enable firewalls on all internet modems accessed by the Restore Franchise computer and mobile equipment.

Additional software requirements are shown in the following chart:

Required for:	Additional Software	Description	Estimated Cost
All Restore Franchises	Estimating and Pricing Software	A customized fully integrated software system that includes Estimating and Pricing Software; allows you to do a comprehensive disaster restoration estimate	$91.25 a month for Standard. If you choose the Professional Add On, the cost is $45 per month per seat plus an upload fee of $5 - $30 depending on invoice value. If you choose the Contents Track, the additional fee is $24 per job.
Participants in all Optional Programs and the National Accounts Program	Restore 365 Plus	Our customized business operating software designed to trace and monitor your local jobs, national program leads/jobs, run reports, track contacts (customers, adjusters, agents, building managers, and subcontractors)	Set-up Fee $3,500*; Monthly Fee $650 for your primary location; $50 monthly fee for each additional location, and subject to change
All Restore Franchises	Approved Quick Books version	An accounting software which allows you to invoice jobs, pay vendors, run payroll, do job costing and prepare financial statements	Monthly fee
	Approved Quick Books On-Line E-Learning Tutorial		Fee included in Initial Franchise Fee*
*Set-up Fee included in Initial Franchise Fee for new and conversion franchises.			

You must use the accounting application software prescribed by us for your Franchised Business and any other related entities, which we may change from time to time. The software we currently specify is owned and developed by a third party. We lease the software from an authorized hosting provider, which you are required to use. You must install and maintain a software connection to enable accurate and complete transmittal of accounting data from you to us at the times and in the manner specified by us. You must update master file records to comply with changes to the accounting practices as prescribed by us. You must electronically transmit to us all data stored on your accounting application on a daily basis. The technical support for the software will be provided by the accounting application hosting vendor.

Restore 365 software is a business operating software designed to trace and monitor your local jobs, national program leads/jobs, run reports, track contacts (customers, adjusters, agents, building managers, and subcontractors) and is for use for Restore Franchises. You are required to sign a Software License Agreement for use of this software, a copy of which is attached in Exhibit H-2 to this Disclosure Document. The Restore 365 software initial set-up fee is included in the Initial Franchise Fee for new owners of Restore Franchises (not for existing owners purchasing another Restore Franchise). You pay a monthly license fee for your primary location and an additional monthly fee for any secondary locations which you may add. All Optional Program participants are required to subscribe to and use this software.

The Estimating and Pricing Software is a customized fully integrated software system that allows you to do a comprehensive disaster restoration estimate. Updates will be automatically provided to you if the Estimating and Pricing Software provider provides updates to us. The lease terms for the Estimating and Pricing Software are more fully described in Item 6. You will be required to sign an End User License Agreement, a copy of which is attached in Exhibit H-1 to this Disclosure Document. If your Franchise Agreement expires or is terminated, your license to use the Estimating and Pricing Software also terminates.

There may be a customer who requires use of a different estimating software (other than this Estimating and Pricing Software). Should you choose to perform work for that customer, you will have different software fees and will make payments to that software vendor.

You will also need an iPad or similar tablet with the fire and the water restoration apps.

Opening

You typically open your Restore Franchise 60 to 120 days after you sign the Franchise Agreement, or 30 days after you successfully complete the Initial Training. Factors that affect the length of this time period usually include obtaining a satisfactory office location, financing arrangements, completion of the Initial Training program, and hiring and training employees. Within six months after the purchase of your Restore Franchise, you or your manager must complete and attend the applicable training and complete all required Initial Training to our satisfaction. If you have acquired your business through a transfer of an existing franchise business, your business is already open and operating by trained employees and, depending upon the agreement you have with the former owner, perhaps some assistance from the former owner. Or if you are a conversion franchise, your business is already operating. However, you will need to complete training as soon as possible and no later than six months of the purchase of your Restore Franchise.

Initial Training

Initial Training is a school of intensified training and is three weeks long, including two weeks of our training and up to eight days of training for certifications (which may not be consecutive and may include evenings and weekends). Initial Training is offered approximately five times per year and is held in Atlanta, Georgia, Memphis, Tennessee, or any other site designated by us. At any time, we may provide all or part of the Initial Training, or any other training programs, virtually via ServiceMaster Learn or another online platform.

The tuition and some meals for one person to attend the Initial Training are included in the Initial Franchise Fee. If you would like additional people to attend Initial Training, you must pay an additional per person fee. You must pay for travel and living expenses for all of your representatives attending in-person Initial Training.

If you purchase multiple Restore Franchises under different types of SM Licenses, all training must be completed within 6 months of you first attending Initial Training. If you do not attend all required training for each SM License within this 6-month period, your remaining Initial Training Fee will be forfeited, and you will pay the then-current Initial Training Fee when you attend and complete Initial Training.

Initial Training is led by Pete Duncanson, our Senior Director of Training and Development. Mr. Duncanson has worked with us or our affiliates for over 35 years in a variety of roles, including as a ServiceMaster® franchise owner, and has been involved in various aspects of our training program for over two decades. In addition, he has served on the Board of Directors of the IICRC from 2009 to 2020, including four years as Chairman. The individuals listed in Item 2, as well as other trainers and subject matter experts, including some certified IICRC instructors, also participate in portions of the training program. Our other trainers have between one and over 30 years of experience in the cleaning and restoration industries.

Our Initial Training consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The- Job Training	Location[1]
Technical/Computer, General Business Management, Financial, Marketing and Budgeting	Approximately 30-40 hours Self-study	0	On-line and with Development Manager, Franchisee's Location
General Business Start-Up/Office Development	10	2	Classroom training at Training Center in Atlanta, GA, Memphis, TN, or a location that we designate
Marketing and Sales	10	3	
Financial/Accounting	2	1	
Production/Technical[2]	36	18	
Claims Management	15	13	
TOTAL	**103 - 113**	**37**	

Notes to Initial Training Program:

1. At any time, we may provide all or part of the Initial Training, or any other training programs, virtually via ServiceMaster Learn or another online platform.

2. Our training programs in these technical areas are approved IICRC courses, and IICRC testing is available through us. If you choose to seek IICRC Certification, testing is available for FSRT, OCT, WRT, and ASD during Initial Training. (See also Item 6.) You must pay a testing fee of $85 per test, payable to IICRC, which is due at the time of the test. We do not receive any revenue from administering these tests for IICRC. Your completed tests are sent to IICRC for scoring, and IICRC certifies you if you have a passing score. Results are sent directly to you from IICRC and are usually received from IICRC within six weeks after completion of the exam(s).

Additional Training. We shall provide other training programs as each is developed and we deem appropriate. You are required, at your expense, to attend at least three seminars, workshops, conventions, conferences, regional meetings, or other equivalent meetings designated by us and offered by us during each year. We provide regional workshops, several training sessions and breakouts at our annual convention; we have webinars on various topics throughout the year for franchise owners; and we offer other training courses available online through ServiceMaster Learn with no applicable fee. We may also offer regional workshops from time to time in various regions. For regional workshops, you will be charged a registration fee from $50 to approximately $200 that includes some group meals. The convention registration fee is $400 to $500 which includes general sessions, training sessions and breakouts during the convention, some group meals, and access to the trade show. You will be responsible for travel, hotel costs, and living expenses when you attend regional workshops and our convention.

ITEM 12: TERRITORY

We will designate the Territory within which you will perform services and must locate your office. We consider total population and relative affluence to determine your Territory; we do not offer a minimum territory. You may not alter your Territory and must receive written permission from us before relocating your office within the Territory.

You will not receive an exclusive territory. You may face competition from other franchisees, from company-owned businesses, or from other channels of distribution or competitive brands that we control. We or our affiliates may conduct, or grant others the right to conduct, any business activities, under any name or trademark, using any system of operations, in any geographic area, and at any location, regardless of the proximity to or effect of such activities on the Franchised Business. For example, we and our affiliates may, among other things: (i) operate, and grant to others the right to operate, anywhere (including inside and outside the Territory) ServiceMaster® businesses, including Restore Franchises operating under any SM License (including the same type of SM License as yours) and any other ServiceMaster Clean® or ServiceMaster Restore® businesses; (ii) operate, and grant to others the right to operate, anywhere (including inside and outside the Territory) any retail or other businesses, including those offering the same, similar, or different products or services using the System or elements of the System under the Marks or any other trademarks, service marks or trade dress; (iii) solicit and sell any products or services to customers and prospective customers residing anywhere (including inside and outside the Territory), including by direct advertising over the Internet or other electronic means; and (iv) merge with, acquire, establish or become associated with any businesses or locations of any kind under other systems and/or other trademarks, which businesses and locations may offer or sell items, products and services that are the same as or similar to the services and products offered at or from the Franchised Business and which may be located anywhere (including inside and outside the Territory).

You may market and solicit outside your Territory only when marketing disaster restoration services to insurance agents and adjusters whose office is located outside your Territory, but whose customers are located within your Territory; or when marketing commercial to a property manager, group, or company whose office is located outside your Territory, but whose commercial facility is within your Territory. You are allowed to service a customer outside your Territory when the customer initiates the request.

If you operate an SRM Franchise, you may target or market recovery management services to customers outside of your Territory with our written consent and in accordance with the Operations Manual. SRM Franchises may be required to mobilize or dispatch equipment and supplies for all qualified projects within a 500-mile radius outside of your Territory and to dispatch a designated representative to such loss site.

We may not modify your Territory during the term. However, you must maintain minimum monthly Gross Service Sales levels in order to continue to operate your Franchised Business. Beginning in the 13th full month of operation of your Restore Franchise, you must bill at $5,000 in Gross Service Sales in each month (the "**Minimum Monthly Sales Requirement**"). In any subsequent renewal agreements, the Minimum Monthly Sales Requirement may be increased. We may terminate this Agreement if you fail to meet the Minimum Monthly Sales Requirement three times in any nine-month period (except in the event that local economic conditions and/or extenuating circumstances materially affect sales potential which, in our sole discretion, affects your ability to meet such sales levels).

Further, if you are not in compliance with our then-current System standards: you will not qualify to receive consideration for job leads for services to be provided within your Territory; and you will have no option or other similar right of refusal with respect to any leads from us.

You will not receive the right to acquire additional franchises within your area.

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell.

Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the

goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1 and in the next paragraph. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

ITEM 13: TRADEMARKS

If we grant you a franchise, we will grant you the right to operate such franchise under the SM Restore Mark and any other trade names, trademarks, service marks, and logos that we specify in your Franchise Agreement or otherwise in writing from time to time (collectively, the "**Marks**"). We may add to, change, or remove Marks from time to time.

In the Securitization Transaction, we acquired the Marks from SM IP, which had acquired them from Former Parent or other former affiliates of Predecessor in the Acquisition. We, Former Parent, or our Predecessor's other former affiliates have registered the trademarks listed below on the Principal Register of the United States Patent and Trademark Office (the "**USPTO**") and filed all necessary affidavits and renewals for such trademarks. We are in the process of recording our ownership of the Marks with the USPTO.

Principal Marks	Registration No.	Date of Registration
SERVICEMASTER (word mark)	782,584	December 29, 1964
Color Yellow As Applied To A Vehicle	2,085,318	August 5, 1997
RESTORING PEACE OF MIND (word mark)	3,371,397	January 22, 2008
SERVICEMASTER RESTORE (word mark	3,716,787	November 24, 2009
SERVICEMASTER RESTORE	3,834,551	August 17, 2010
MARKS FOR QRV PROGRAM PARTICIPANTS ONLY		
QRV	2,058,995	May 6, 1997
SERVICEMASTER QUALITY RESTORATION VENDOR QRV	2,023,182	December 17, 1996
866 RECOVER (word mark)	3,422,245	May 6, 2008
800-RESPOND (word mark)	3,422,244	May 6, 2008
MARKS FOR SRM FRANCHISES AND SRM PROGRAM PARTICIPANTS ONLY		
SERVICEMASTER RECOVERY MANAGEMENT (word mark)	2,023,179	December 17, 1996
SRM (word mark)	4,659,634	December 23, 2014
SRM SERVICEMASTER RECOVERY MANAGEMENT	4,659,580	December 23, 2014

There are no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court involving our principal trademarks. There is no pending

infringement, opposition or cancellation proceeding. We have not been involved in any infringement, opposition, or cancellation proceedings in which the franchisor unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by us.

There are no agreements currently in effect which significantly limit our right to use or license franchisees to use the Marks. There are no infringing uses actually known to us which could materially affect your use of such Marks.

You must use the Marks as the sole service mark identification of the Restore Franchise. You may not use any Mark or any words confusingly similar to any Mark (i) as part of any corporate name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to you by us), (iii) in any modified form, (iv) in connection with the sale of any unauthorized product or service, (v) on forms, uniforms, materials and supplies not approved by us, (vi) in any domain names, or (vii) in any other manner not explicitly authorized in writing by us. You must observe all requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of your Restore Franchise as we may direct in writing from time to time.

Your non-exclusive licensed use of the Marks under the Franchise Agreement does not give you any ownership interest or other interest in and/or to the Marks. Any and all goodwill associated with the Marks inures exclusively to our benefit without any compensation to you. Any unauthorized use of the Marks by you shall constitute an infringement of the Marks and our rights. You must not commit or aid in committing any act of infringement or misuse of the Marks, either during or after the term of the Franchise Agreement.

You must not directly or indirectly contest our right to our Marks, trade secrets or business techniques that are part of our business. You must notify us immediately if you learn about an apparent infringement of, challenge to, or claim by any person related to your use of our Marks. We have no contractual obligation to defend you or to prosecute any legal action against others with respect to any infringement, unfair competition or other claim in any way related to your use of our trade name or trademark. We and our affiliates will take whatever action, if any, we deem appropriate and have the right to exclusively control any litigation or proceeding arisings out of any such infringement, challenge, or claim or otherwise relating to any Marks.

You must execute any and all instruments and documents, and to do such acts and things as may, in the opinion of our counsel, be necessary or advisable to obtain protection for the Marks, protect and maintain the continued validity or enforceability of the Marks, and protect the interests of us or our affiliates in any litigation or proceeding. If it becomes advisable or desirable at any time in our judgment for you to modify or discontinue use of any Mark, and/or use one or more additional or substitute Marks, including the primary Mark and/or color scheme under which the Restore Franchise is operating, you must do so at your expense.

We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of your use of any Mark pursuant to and in compliance with the Franchise Agreement, provided (i) you provide us with prompt written notice of any potential claim, (ii) allow us to control the defense and settlement of the indemnified proceeding, and (iii) continue to comply with the terms and conditions of the Franchise Agreement. You and your owners may not settle any claim that could result in such an indemnified claim without our prior written consent.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

In the Securitization Transaction, we acquired ownership of the following copyrights that had been registered by us or our former affiliates with the U.S. Copyright Office:

Registration No.	Copyright	Date Registered
TX 6-234-778	CleanWare™ Software	October 11, 2005
TX0001019971	The Objectives of ServiceMaster	November 30, 1982

Registration No.	Copyright	Date Registered
TX0006993613	ServiceMaster Corporate Objectives	April 7, 2009
VA0001733758	ServiceMaster Clean Silhouettes	August 17, 2010
TX0007385324	The ServiceMaster Commitment and Core Objectives	April 5, 2011

In the Securitization Transaction, we acquired ownership of the following patents that had been registered by Former Parent with the USPTO:

Registration No.	Patent	Date Registered
7,845,047	Cleaning Brush	December 7, 2010
8,083,860	Capture and Removal Cleaning System	December 27, 2011

We do not own any other patents or any other registered copyrights that are relevant to the franchise.

We claim proprietary rights in the information in the Operations Manual and all of our manuals, advertising and promotional materials, forms and related materials that we produce, although these materials may not have been registered with the Copyright Office of the Library of Congress. The materials are proprietary and confidential and are considered our property. You may use them only as long as you are a franchisee, and only as provided in the Franchise Agreement.

There are currently no effective determinations of the Copyright Office of the Library of Congress or any court regarding any of our copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not aware of any infringing uses of these materials that could materially affect your use of these materials. We are not required by any agreement to protect or defend our copyrights.

We will be disclosing to you certain information we believe to be confidential or proprietary information and trade secrets. This will include information contained in our manuals, and in materials separately provided to you. You may use these materials, in the manner we approve, in the operation of your business during the term of the Franchise Agreement. However, you may not use these materials in any other way for your own benefit, or communicate or disclose them to, or use them for the benefit of any other person or entity. These materials include any trade secrets, knowledge or know-how, confidential information, advertising, marketing, designs, plans, or methods of operation. This includes information about our sources of supply, and our recommendations on pricing. You may disclose this information to your employees, but only to the extent necessary to operate your business while the Franchise Agreement is in effect. You are responsible for restricting your employees from improperly using or disclosing our confidential information. You must also promptly tell us when you learn about any unauthorized use of this proprietary information. In such an instance, we have no obligation to take any action but will respond as we think appropriate. We will indemnify you for losses brought by a third party concerning your use of this information.

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

We do not require that you personally supervise the Restore Franchise. If you do not personally supervise the business, or if you are a corporation, partnership, or limited liability company, you must employ a manager who will be responsible for direct, on-premises supervision of the business. The manager must have successfully completed the Initial Training program but need not have an ownership interest if you are a corporation, partnership, or limited liability company. You or one of your owners, however, may be a manager. You are responsible for restricting your managers from improperly using or disclosing our confidential information

If you are a corporation, partnership, or limited liability company, we will require your owners to sign the "Personal Guaranty and Agreement to be Bound Personally by the Terms and Conditions of the Franchise Agreement" attached to the Franchise Agreement, as well as the confidentiality agreement that is attached to the Franchise Agreement. Your owners will also be required to sign the Item 23 Receipt attached to this Disclosure Document prior to signing a Franchise Agreement.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and provide the services we require for your specific SM License. We have the right to change the authorized services, including the Core Services, without limitation. We may broaden the scope of services you must or may provide. As described in Item 1, Floor Care, Residential, and Window and Carpet Franchises do not offer all of the Core Services. We may develop or acquire other services that are improvements to the System or are compatible services with the System. At our sole discretion, we will determine if they will be incorporated into your present System or included in another type of SM License. If we require such changes to your SM License, we will provide you with a reasonable period of time to incorporate such services into your Restore Franchise. Restore Franchises may not offer asbestos abatement services.

You must only service the types of customers (i.e. commercial and/or residential customers or customers in small markets) that are authorized under your SM License. You must not actively solicit sales from customers outside of your defined territory (unless you are an SRM Franchise and market in accordance with the Operations Manual). Further, we have the right to put limitations on leads that we may develop for our franchisees. We assign these leads at our discretion. Procedures, policies and standards regarding the National Account Program and the Optional Programs are provided in the Operations Manual.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or Other Agreement	Summary
a. Length of franchise term	Franchise Agreement: Section 2.1	Five years for both new Franchised Businesses and Conversion Franchises.
b. Renewal or extension of the term	Franchise Agreement: Section 2.2	If you satisfy the conditions for renewal in Row C., you will have the option of entering into a renewal agreement for one additional, consecutive five-year term. If you do not sign our then-current form of Franchise Agreement and general release and complete the renewal process before the end of the term and continue operating your Franchised Business and we do not provide you with a non-renewal notice, the Franchise Agreement will extend on a month-to-month basis, but we will have the right to terminate it at any time and, if you do not sign the agreements and complete the process within 60 days after the end of the term, your Royalties will be increased by 2.5% of Gross Service Sales.
c. Requirements for franchisee to renew or extend	Franchise Agreement: Section 2.2	You must (i) provide us with written notice of your election to renew not less than six months, nor more than nine months, prior to the end of the then-existing term of the Franchise Agreement; (ii) not be in default under any agreement with us or our affiliates and

Provision	Section in Franchise or Other Agreement	Summary
		have substantially complied with such agreements; (iii) not have received four or more notices of default during the term or failed to meet Monthly Minimum Gross Service Sales three times in any nine-month period; (iv) satisfy your monetary obligations; (v) sign our then-current form of Franchise Agreement which may have materially different terms and conditions than your original agreement; (vi) commit to operate the Clean Franchise in accordance with our standards; (vii) attend any training that we require; (viii) pay the then-current renewal fee; and (ix) execute a general release.
d. Termination by franchisee	None	Not Applicable
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause	Franchise Agreement: Sections 13.1, 13.2, and 13.3	We can terminate you only if you default.
g. "Cause" defined – curable defaults	Franchise Agreement: Section 13.1	The following defaults are curable after written notice: (i) seven days to cure a payment default or default related to use of the Marks; (ii) 30 days to cure any breach of any provision of the Franchise Agreement, software license agreement, or any Standard in the Operations Manual or Standard relating to image or customer service or treatment, other than those specified in h. below; and (iii) 24 hours to cure any act or conduct that materially impairs the goodwill associated with the Marks or our business operations.
h. "Cause" defined – non- curable defaults	Franchise Agreement: Section 13.3	The agreement does not permit you to cure a default except as stated in g. above. Non-curable defaults include (i) insolvency or inability to pay debts; (ii) abandonment; (iii) failure to permit access to financial information; (iv) failing to comply with the Franchise Agreement (including non-payment of fees due), Standards, or Operations Manual three times within 12 months; (v) failing to remedy violation of any laws or regulations; (vi) conviction of a felony, crime involving moral turpitude, or any other crime or offense that may harm the Marks and the Restore Franchise; (vii) failure to maintain the required insurance; (vii) an unauthorized transfer by you or your owners; (viii) breach of any confidentiality; (ix) termination by us of another agreement with us; (x) four violations of a material provision of the Franchise Agreement within 12 months; (xi) submission of two reports that understate financial information by 5% twice in 12 months; or (xii) two failed inspection reports within 90 days; or (xiii) failure to meet the Minimum Monthly Sales Requirement three times in any nine-month period.
i. Franchisee's obligations on termination/non-renewal	Franchise Agreement: Section 14	Obligations include cease performing services and advertising; complete de-identification of vehicles and office location; cease using the Marks or colorable imitations of the Marks; transfer phone number(s), listings, email addresses, and social media accounts to us or our assignee; return of Operations Manual, all material bearing the Marks, and software or other materials related to the Restore Franchise; cancel assumed names; offer option to purchase assets; comply with non-compete; and pay amounts due and liquidated damages.
j. Assignment of contract by franchisor	Franchise Agreement: Section 12.1	We have the right to sell or assign the agreement in whole or in part.
k. "Transfer" by	Franchise Agreement:	Includes a voluntary, involuntary, direct, or indirect assignment,

Provision	Section in Franchise or Other Agreement	Summary
franchisee – defined	Section 28	sale, gift, or other disposition of any interest in the Franchise Agreement; you; the Restore Franchise or substantially all of its assets; any of your owners (if such owner is a legal entity); or any right to receive all or a portion of the Restore Franchise's, your, or an owner's profits or losses or any capital appreciation relating to the Restore Franchise, you or any owner.
l. Franchisor approval of transfer by franchisee	Franchise Agreement: Section 12.2	With limited exceptions for transfers to affiliated entities or trusts, we have the right to approve any transfer of (a) the Franchise Agreement (or any interest in the Franchise Agreement), (b) the Restore Franchise or all or substantially all of its assets, (c) a controlling ownership interest in you, whether in one transaction or a series of related transactions, or (d) a controlling ownership interest in any owners that controls you (if such owner is a legal entity), whether in one transaction or a series of related transactions (collectively, a "**Control Transfer**"). We will not unreasonably withhold our consent if you satisfy our conditions, and you are substantially complying with the Franchise Agreement, We do not have the right to approve a transfer of a non-controlling interest in you, a non-controlling interest in an owner that controls you (if such owner is a legal entity), or a controlling ownership interest in an owner that does not have a controlling ownership interest in you (collectively, a "**Non-Control Transfer**"), but you must provide us with notice of such transfer within 30 days together with the then-current Change Fee and certify that it complied with the terms of the Franchise Agreement (including restrictions on transfers to competing businesses). Failure to do this is an event of default. We reserve the right to conduct an audit as a pre-condition to any transfer.
m. Conditions for franchisor approval of transfer	Franchise Agreement: Section 12.2.4	For a Control Transfer, you must (i) provide us with notice 10 days prior to listing the interest for sale along, (ii) submit an application and application fee for a proposed transferee, (iii) pay all amounts owed, (iv) not breach any agreement with us or our affiliates in the period before the transfer or your request for consent, (v) sign a termination agreement remaining liable for liability pre-transfer, (vii) commit, along with your owners, to not using our intellectual property, (viii) sign, along with your owners, a general release, and (ix) pay our then-current transfer fee. Your transferee must (a) meet our qualifications, (b) complete training at their expense, (c) either sign our then-current franchise agreement and related documents, which may include materially different terms and conditions, or assume your existing agreement, (d) have its owners sign a guaranty, (e) have sufficient finances to not adversely affect the operation of the Restore Franchise, and (f) not be involved in, or have any owners involved in, a competing business. We reserve the right to conduct an audit as a pre-condition to any transfer.
n. Franchisor's right of first refusal to acquire your business	Franchise Agreement: Section 12.2.11	If you or your owners would like to make a Control Transfer, you must give us a copy of the proposed offer, and we will have 45 days to match such offer.
o. Franchisor's option to purchase franchisee's business	Franchise Agreement: Section 14.9	We have the option to purchase from you certain assets used in the Restore Franchise within 60 days after the termination or expiration of the Franchise Agreement at the greater of your cost or fair market value.
p. Death or disability of franchisee	Franchise Agreement: Section 12.2.8	Within 6 months of the death or mental incapacity of a person with a controlling ownership interest in you or one of your controlling owners, the person's executor, administrator, or personal

Provision	Section in Franchise or Other Agreement	Summary
		representative must transfer the owner's interest to a third party. In the case of a transfer by devise or inheritance, if the heirs or beneficiaries of such franchisee are unable to meet the transfer conditions, the personal representative has 9 months from the death or incapacity to complete a transfer, subject to all the conditions of transfers.
q. Non-competition covenants during the term of the franchise	Franchise Agreement: Section 15.2	You and your spouse who is in any way involved in the Restore Franchise may not divert any business or customer to any competitor or own or engage in any other business which performs any of the services provided by ServiceMaster Franchises.
r. Non-competition covenants after the franchise is terminated or expires	Franchise Agreement: Section 15.3	You and your spouse in any way involved in the Restore Franchise may not divert business to a competitor or own or engage in a competing business for one year within 25 miles of your Territory. SRM Franchises also may not market or solicit any customers services or marketed to in the prior 23 months.
s. Modification of the agreement	Franchise Agreement: Section 21.2	Agreement may be amended by mutual written consent. We do change our system standards in the Operations Manual. A General Release must be signed by the franchise owners and guarantors.
t. Integration/merger clause	Franchise Agreement: Section 21.1	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations outside of the Disclosure Documents and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Franchise Agreement: Section 24.1	All disputes, except those listed in the agreement, must be resolved by arbitration except where prohibited by applicable state law.
v. Choice of forum	Franchise Agreement: Section 24.1.3 and 24.2.3	Subject to applicable state laws, all claims must be arbitrated or litigated in the city in which our principal place of business is located (currently, Atlanta, Georgia).
w. Choice of law	Franchise Agreement: Section 25.1	Subject to applicable state laws, Georgia law applies.

ITEM 18: PUBLIC FIGURES

We do not have any public figures serving as a spokesperson for any of the ServiceMaster® brands.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

This Item 19 presents information about the financial performance during the fiscal year ended December 31, 2021 ("**Fiscal Year 2021**") for Franchise Ownership Groups. A "**Franchise Ownership Group**" or "**FOG**" consists of one or more Restore Franchises that are owned by one or more entities that are affiliated with each other by common ownership. 39.8% of our Franchise Ownership Groups have only one Restore Franchise (a "**Single-Franchise Ownership Group**"). If you are a new franchisee purchasing a single Restore Franchise, you will be a Single-Franchise Ownership Group. 60.2% of our Franchise Ownership Groups consist of one or more entities that own more than one Restore Franchise (a "**Multi-Franchise Ownership Group**"). We believe Franchise Operating Groups are the best measurement of our franchisee's actual business operations.

In this Item 19, we have included data from Franchise Ownership Groups that owned at least one Active Franchise throughout Fiscal Year 2021. An "**Active Franchise**" is a Restore Franchise that (i) opened their business prior Fiscal Year 2021 and had an active Franchise Agreement throughout all of Fiscal Year 2021, (ii) reported Gross Service Sales in at least six of the 12 months of Fiscal Year 2021, and (iii) was owned by the same Franchise Ownership Group throughout Fiscal Year 2021. Some Active Franchises that had active Franchise Agreements throughout Fiscal Year 2021 did not report Gross Service Sales in all 12 months of the year because they (a) did not have any sales in certain months despite being in operation, (b) allocated sales to other Restore Franchises owned by the same Franchise Ownership Group (for example, if a Franchise Ownership Group owned five Restore Franchises, they allocated all sales in a month to one of the five Restore Franchises), (c) failed to timely report sales in a given month, or (d) temporarily suspended operations for certain months for personal or other reasons.

This Item 19 does not include data related to (i) company-owned units (there were not any that operated in Fiscal Year 2021) and (ii) Franchise Operating Groups that did not have at least one Active Franchise operating throughout all of Fiscal Year 2021 because (a) they did not have any Restore Franchises that reported Gross Service Sales for at least six months of Fiscal Year 2021, (b) they transferred ownership of all of their franchises in Fiscal Year 2021, (c) they opened their first franchise during Fiscal Year 2021, or (d) they ceased operating all of their franchises in Fiscal Year 2021.

In the tables below, we have presented Gross Service Sales data for Single-Franchise Ownership Groups with one Active Franchise operating throughout Fiscal Year 2021 and for all Franchise Ownership Groups that had any Active Franchises operating throughout Fiscal Year 2021.

TABLE 1:
GROSS SERVICE SALES BY QUARTILES
SINGLE-FRANCHISE OWNERSHIP GROUPS
WITH ONE ACTIVE FRANCHISE
FOR FISCAL YEAR 2021

Quartiles	Number of Single-FOGs	Average Gross Service Sales	Number and Percentage of Single-FOGs Attaining or Exceeding Average Gross Service Sales	Median Gross Service Sales	Lowest Gross Service Sales	Highest Gross Service Sales
Top Quartile	58	$2,233,891	17 / 29.3%	$1,453,618	$915,354	$12,015,390
2nd Quartile	58	$581,996	29 / 50.0%	$580,728	$396,296	$873,198
3rd Quartile	58	$247,163	30 / 51.7%	$249,697	$118,585	$395,285
Bottom Quartile	58	$48,938	22 / 37.9%	$40,132	$6,950	$116,267
Total	232	$777,997	65 / 28.0%	$395,791	$6,950	$12,015,390

Notes to Table 1:

1. As of December 31, 2021, there were 648 Franchise Ownership Groups that owned 2,298 Restore Franchises. Of those 648 Franchise Ownership Groups, there were 258 Single-Franchise Ownership Groups. Of those 258 Single-Franchise Franchise Ownership Groups, 232 Single-Franchise Ownership Groups had one Active Franchise throughout Fiscal Year 2021 and are represented in this table. This table does not include (i) 16 Single-Franchise Ownership Groups that operated throughout Fiscal Year 2021 but did not report revenue in at least six months, (ii) eight Single-Franchise Ownership Groups that transferred ownership of their franchise in Fiscal Year 2021, and (iii) two Single-Franchise Ownership Groups that opened their franchise during Fiscal Year 2021. This table also does not include six Single-Franchise Ownership Groups that ceased operating its Restore

Franchise in Fiscal Year 2021 (no Single-Franchise Ownership Groups opened their franchises within the 12 months prior to the date such franchises closed).

2. The 232 Single-Franchise Ownership Groups represented in this table include 96 Disaster Restoration Franchises, eight Small Market Franchises, 13 Floor Care Franchises, 106 On-Location Franchises, and nine Window and Carpet Cleaning Franchises. As described in Note 3 in the Notes to Table 19 below, we believe that these Restore Franchises are substantially similar to the Disaster Restoration Franchise that we offer to new franchisees.

TABLE 2:
GROSS SERVICE SALES BY QUARTILES
ALL FRANCHISE OWNERSHIP GROUPS
WITH AT LEAST ONE ACTIVE FRANCHISE
FOR FISCAL YEAR 2021

Quartiles	# of FOGs	Average Gross Service Sales	Number and Percentage of FOGs Attaining or Exceeding Average Gross Service Sales	Median Gross Service Sales	Lowest Gross Service Sales	Highest Gross Service Sales
Top Quartile	152	$5,237,290	46 / 30.3%	$3,156,836	$1,852,049	$63,462,101
2nd Quartile	152	$1,282,104	69 / 45.4%	$1,230,872	$869,588	$1,843,046
3rd Quartile	152	$571,455	77 / 50.7%	$576,156	$354,281	$865,573
Bottom Quartile	152	$141,579	66 / 43.4%	$123,609	$6,950	$334,892
Total	608	$1,808,107	157 / 25.8%	$867,581	$6,950	$63,462,101

Notes to Table 2:

1. As of December 31, 2021, there were 648 Franchise Ownership Groups. Of those 648 Franchise Ownership Groups, 608 Franchise Ownership Groups had at least one Active Franchise throughout Fiscal Year 2021 and are represented in this table. This table does not include (i) 27 Franchise Ownership Groups that operated throughout Fiscal Year 2021 but did not have any Active Franchises that reported revenue in at least six months, (ii) 11 Franchise Ownership Groups that transferred ownership of all of their franchises in Fiscal Year 2021, and (iii) two Franchise Ownership Groups that opened their first franchise during Fiscal Year 2021. This table also does not include seven Franchise Ownership Groups that ceased operating all of their franchises in Fiscal Year 2021 (none of which opened their franchises within the 12 months prior to closing it).

2. As of December 31, 2021, the 608 Franchise Ownership Groups that are represented in this table owned 2,036 Active Franchises throughout all of Fiscal Year 2021 (out of 2,298 total Restore Franchises that were in operation as of December 31, 2021). Thus, 262 Restore Franchises are not represented in the data in this table, including (i) 195 Restore Franchises that operated throughout Fiscal Year 2021 but did not report revenue in at least six months, (ii) 52 Restore Franchises that transferred ownership in Fiscal Year 2021, and (iii) 15 Restore Franchises that opened during Fiscal Year 2021. This table also does not include data from 17 Restore Franchises that ceased operating their franchises in Fiscal Year 2021 (none of which opened its franchise within the 12 months prior to the date such franchise closed).

3. If a Franchise Ownership Group owned multiple Restore Franchises in Fiscal Year 2021, but some were not Active Franchises throughout all of Fiscal Year 2021, only the revenue from the Restore Franchises that were Active Franchises throughout all of Fiscal Year 2021 have been included in this table.

4. The number of Active Franchises owned by the Franchise Ownership Groups include in each quartile is as follows:

Quartiles	# of FOGs	# of Active Franchises	Average Active Franchises	Number and Percentage of FOGs Attaining or Exceeding Average Active Franchises	Median Active Franchises	Lowest Active Franchises	Highest Active Franchises
Top Quartile	152	929	6.11	41 / 27.0%	4	1	81
2nd Quartile	152	519	3.41	56 / 36.8%	3	1	19
3rd Quartile	152	361	2.38	49 / 32.2%	2	1	11
Bottom Quartile	152	227	1.49	47 / 30.9%	1	1	5
Total	608	2,036	3.35	183 / 30.1%	2	1	81

Out of the 608 Franchise Operating Groups included in the table, 232 Franchise Operating Groups owned one Restore Franchise, 193 owned two to three Restore Franchises, 93 owned four to five Restore Franchises, 73 owned six to 12 Restore Franchises, 14 owned 13 to 22 Restore Franchises, one owns 25 Restore Franchises, one owns 27 Restore Franchises, and one owns 81 Restore Franchises.

NOTES TO ITEM 19:

1. **Some franchises have sold or earned this amount. Your individual results may differ. There is no assurance that you'll sell or earn as much.**

2. "Gross Service Sales" is defined in the notes to Item 6.

3. Restore Franchises included in this Item 19 include Disaster Restoration Franchises, SRM Franchises, Small Market Franchises, Floor Care Franchises, On-Location Franchises, and Window and Carpet Cleaning Franchises. While we no longer offer SRM Franchises, Small Market Franchises, Floor Care Franchises, On-Location Franchises, and Window and Carpet Cleaning Franchises (the "**Renewal-Only Franchises**") as separate SM Licenses to new franchisees, a new Disaster Restoration Franchise is authorized to offer all of the services that are offered by Renewal-Only Franchises. Though the Renewal-Only Franchises are not all authorized to offer all of the services that are offered by new Disaster Restoration Franchises, they are otherwise substantially similar to the Disaster Restoration Franchises, since they offer similar services to Disaster Restoration Franchises under the SM Restore Mark. Accordingly, we have not distinguished between the various types of Restore Franchises in this Item 19, even though some of the Renewal-Only Franchises earn revenue from fewer service offerings than a new Disaster Restoration Franchise will offer.

4. In practice, many Multi-Franchise Ownership Groups consolidate the revenue earned by all of their Restore Franchises and report such revenue under one or more of their Restore Franchises, causing their other Restore Franchises to report little or no revenue. In addition, Multi-Franchise Ownership Groups often own (a) multiple types of Restore Franchises in the same Territory (such as a Disaster Restoration Franchise, Small Market Franchise, and Floor Care Franchise) that offer identical services and (b) multiple Restore Franchises in the same category of Restore Franchises (i.e., multiple Disaster Restoration Franchises) that may have overlapping territorial rights (as Territories are not exclusive, some Territories overlap). As a result of this, Franchise Operating Groups do not consistently allocate revenue to individual Restore Franchises in the same manner, since the same revenue could reasonably be allocated to multiple Restore Franchises that they own.

As a result, we are unable to reasonably present Gross Service Sales data that is organized by the number of Active Franchises owned (except for Single-Franchise Ownership Groups, since they have only one franchise to which such sales can be allocated) or by category of Restore Franchises, because the average, median, low, and high figures for such data subsets would be unreliable and dissimilar. As the Restore Franchises are typically operated as a single Franchise Ownership Group business and the revenue for such Restore Franchises are aggregated by Franchise Ownership Group, we believe it is more reasonable to present data by Franchise Ownership Group.

5. We have excluded from the Gross Service Sales figures all revenue generated from COVID-19 disinfection services in Fiscal Year 2021, because we do not expect those sales to be repeatable by franchises in future years, since demand for such disinfection services has dropped significantly.

6. These sales figures do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the Gross Service Sales figures to obtain your net income or profit.

7. We calculated the figures in the tables in these financial performance representations using financial reports submitted by franchisees. We have not audited or independently verified these financial reports nor have we asked questions of the submitting franchisees to determine whether they are in fact accurate and complete, although we have no information or other reason to believe that they are unreliable. No certified public accountant has audited these figures or expressed his or her opinion concerning their content or form.

8. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

9. We encourage you to consult with your own accounting, business, and legal advisors to assist you to prepare your budgets and projections, and to assess the likely or potential financial performance of your franchise. We also encourage you to contact existing franchisees to discuss their experiences with the system and their franchise business. Notwithstanding the information set forth in this financial performance representation, our existing franchisees are your best source of information about franchise operations.

Other than in this Item 19, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting the Legal Department, ServiceMaster Clean/Restore SPE LLC, One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328, Telephone 800-756-5656, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

For the purposes of the tables in this Item 20, an outlet is defined as a Restore Franchise that operates under a Franchise Agreement.

Table No. 1
Systemwide Outlet Summary for Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised (1)	**2019**	2,375	2,324	-51
	2020	2,324	2,300	-24
	2021	2,300	2,298	-2
Company-Owned	**2019**	8	8	0
	2020	8	8	0
	2021	8	0	-8
Total Outlets	**2019**	2,383	2,332	-51
	2020	2,332	2,308	-24
	2021	2,308	2,298	-10

1. The franchised outlets include: 987 Disaster Restoration Franchises, 832 On-Location Franchises, 215 Residential Franchises, 136 Small Market Franchises, 71 Floor Care Franchises, 44 Window and Carpet Franchises, and 13 SRM Franchises.

Table No. 2
Transfer of Franchised Outlets for Years 2019 to 2021

State	Year	Number of Transfers	State	Year	Number of Transfers	State	Year	Number of Transfers
AL	**2019**	0	**LA**	**2019**	0	**OK**	**2019**	0
	2020	0		**2020**	0		**2020**	4
	2021	1		**2021**	0		**2021**	0
AR	**2019**	0	**MA**	**2019**	0	**OR**	**2019**	5
	2020	0		**2020**	0		**2020**	0
	2021	0		**2021**	0		**2021**	0
AZ	**2019**	0	**MD**	**2019**	4	**PA**	**2019**	2
	2020	7		**2020**	1		**2020**	1
	2021	2		**2021**	0		**2021**	1
CA	**2019**	0	**MI**	**2019**	8	**SC**	**2019**	0
	2020	20		**2020**	8		**2020**	0
	2021	17		**2021**	2		**2021**	0
CO	**2019**	0	**MN**	**2019**	0	**SD**	**2019**	1
	2020	0		**2020**	5		**2020**	1
	2021	4		**2021**	1		**2021**	0
CT	**2019**	0	**MO**	**2019**	0	**TN**	**2019**	0
	2020	5		**2020**	1		**2020**	4
	2021	1		**2021**	0		**2021**	0

State	Year	Number of Transfers	State	Year	Number of Transfers	State	Year	Number of Transfers
DE	2019	0	MS	2019	0	TX	2019	11
	2020	0		2020	0		2020	5
	2021	0		2021	3		2021	0
FL	2019	0	NC	2019	0	UT	2019	9
	2020	7		2020	0		2020	1
	2021	1		2021	2		2021	0
GA	2019	9	ND	2019	0	VA	2019	0
	2020	1		2020	0		2020	1
	2021	1		2021	0		2021	0
IA	2019	3	NE	2019	3	WA	2019	5
	2020	3		2020	1		2020	5
	2021	3		2021	0		2021	3
ID	2019	0	NJ	2019	4	WI	2019	1
	2020	0		2020	0		2020	2
	2021	0		2021	5		2021	3
IL	2019	0	NM	2019	0	WV	2019	0
	2020	1		2020	1		2020	0
	2021	2		2021	0		2021	0
IN	2019	0	NV	2019	0	Total	2019	71
	2020	1		2020	4		2020	90
	2021	0		2021	0		2021	52
KS	2019	0	NY	2019	1			
	2020	0		2020	0			
	2021	0		2021	0			
KY	2019	0	OH	2019	5			
	2020	0		2020	0			
	2021	0		2021	0			

Table No. 3
Status of Franchised Outlets for Years 2019 to 2021

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at the End of the Year
AK	2019	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
AL	2019	41	0	8	0	0	0	33
	2020	33	0	0	0	0	0	33
	2021	33	0	0	0	0	0	33

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at the End of the Year
AR	2019	17	0	0	0	0	0	17
	2020	17	0	0	0	0	0	17
	2021	17	0	0	0	0	0	17
AZ	2019	32	0	0	0	0	0	32
	2020	32	0	0	0	0	0	32
	2021	32	0	1	0	0	0	31
CA	2019	250	0	13	0	0	0	237
	2020	237	0	5	0	0	0	232
	2021	232	0	2	0	0	0	230
CO	2019	41	0	0	0	0	0	41
	2020	41	0	2	0	0	0	39
	2021	39	0	1	0	0	0	38
CT	2019	37	0	0	0	0	0	37
	2020	37	0	0	0	0	0	37
	2021	37	0	0	0	0	0	37
DE	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
FL	2019	125	0	6	0	0	0	119
	2020	119	0	7	0	0	0	112
	2021	112	0	2	0	0	0	110
GA	2019	87	0	3	0	0	0	84
	2020	84	0	0	0	0	0	84
	2021	84	0	0	0	0	0	84
HI	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
IA	2019	47	0	4	0	0	0	43
	2020	43	0	1	0	0	0	42
	2021	42	0	1	0	0	0	41
ID	2019	16	1	0	0	0	0	17
	2020	17	0	0	0	0	0	17
	2021	17	0	0	0	0	0	17
IL	2019	151	1	1	0	0	0	151
	2020	151	0	0	0	0	0	151
	2021	151	0	0	0	0	0	151
IN	2019	62	0	0	0	0	0	62
	2020	62	0	0	0	0	0	62
	2021	62	0	0	0	0	0	62

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at the End of the Year
KS	2019	35	0	0	0	0	0	35
	2020	35	0	0	0	0	0	35
	2021	35	5	0	0	0	0	40
KY	2019	20	0	0	0	0	0	20
	2020	20	0	0	0	0	0	20
	2021	20	0	0	0	0	0	20
LA	2019	27	1	1	0	0	0	27
	2020	27	1	0	0	0	0	28
	2021	28	0	0	0	0	0	28
MA	2019	39	0	0	0	0	0	39
	2020	39	0	0	0	0	0	39
	2021	39	0	1	0	0	0	38
MD	2019	66	0	1	0	0	0	65
	2020	65	0	0	0	0	0	65
	2021	65	0	2	0	0	0	63
ME	2019	12	0	2	0	0	0	10
	2020	10	0	0	0	0	0	10
	2021	10	0	0	0	0	0	10
MI	2019	85	0	0	0	0	0	85
	2020	85	0	0	0	0	0	85
	2021	85	0	0	0	0	0	85
MN	2019	82	0	1	0	0	0	81
	2020	81	0	0	0	0	0	81
	2021	81	0	0	0	0	0	81
MO	2019	55	0	0	0	0	0	55
	2020	55	0	0	0	0	0	55
	2021	55	0	4	0	0	0	51
MS	2019	21	0	0	0	0	0	21
	2020	21	0	0	0	0	0	21
	2021	21	0	0	0	0	0	21
MT	2019	9	0	0	0	0	0	9
	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
NC	2019	48	7	8	0	0	0	47
	2020	47	0	1	0	0	0	46
	2021	46	4	0	0	0	0	50
ND	2019	8	0	0	0	0	0	8
	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at the End of the Year
NE	2019	19	0	0	0	0	0	19
	2020	19	0	0	0	0	0	19
	2021	19	0	0	0	0	0	19
NH	2019	11	0	0	0	0	0	11
	2020	11	0	0	0	0	0	11
	2021	11	4	0	0	0	0	15
NJ	2019	66	0	0	0	0	0	66
	2020	66	0	0	0	0	0	66
	2021	66	0	0	0	0	0	66
NM	2019	9	0	0	0	0	0	9
	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
NV	2019	11	0	0	0	0	0	11
	2020	11	0	0	0	0	0	11
	2021	11	1	0	0	0	0	12
NY	2019	116	0	2	0	0	0	114
	2020	114	2	1	0	0	0	115
	2021	115	1	1	0	0	0	115
OH	2019	95	0	0	0	0	0	95
	2020	95	0	0	0	0	0	95
	2021	95	0	0	0	0	0	95
OK	2019	39	0	0	0	0	0	39
	2020	39	0	0	0	0	0	39
	2021	39	0	0	0	0	0	39
OR	2019	32	0	0	0	0	0	32
	2020	32	2	2	0	0	0	32
	2021	32	0	0	0	0	0	32
PA	2019	101	0	4	0	0	0	97
	2020	97	0	3	0	0	0	94
	2021	94	0	0	0	0	0	94
RI	2019	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
SC	2019	21	1	0	0	0	0	22
	2020	22	0	0	0	0	0	22
	2021	22	0	0	0	0	0	22
SD	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at the End of the Year
TN	2019	65	1	0	0	0	0	66
	2020	66	0	1	0	0	0	65
	2021	65	0	0	0	0	0	65
TX	2019	121	0	5	0	0	0	116
	2020	116	0	3	0	0	0	113
	2021	113	0	0	0	0	0	113
UT	2019	34	0	2	0	0	0	32
	2020	32	0	0	0	0	0	32
	2021	32	0	0	0	0	0	32
VA	2019	60	0	2	0	0	0	58
	2020	58	0	1	0	0	0	57
	2021	57	0	0	0	0	0	57
VT	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
WA	2019	48	0	0	0	0	0	48
	2020	48	0	0	0	0	0	48
	2021	48	0	1	0	0	0	47
WI	2019	77	0	1	0	0	0	76
	2020	76	0	2	0	0	0	74
	2021	74	0	1	0	0	0	73
WV	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
WY	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
Total	**2019**	**2,375**	**12**	**63**	**0**	**0**	**0**	**2,324**
	2020	**2,324**	**5**	**29**	**0**	**0**	**0**	**2,300**
	2021	**2,300**	**15**	**17**	**0**	**0**	**0**	**2,298**

Table No. 4
Status of Company-Owned for Years 2019 to 2021

State	Year	Outlets at the Start of the Year	Offices Opened	Outlet Reacquired from Franchisee	Outlets Closed	Outlets sold to Franchisee	Outlets at the End of the Year
KS	2019	4	0	0	0	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	0	4	0

State	Year	Outlets at the Start of the Year	Offices Opened	Outlet Reacquired from Franchisee	Outlets Closed	Outlets sold to Franchisee	Outlets at the End of the Year
NC	2019	0	0	4	0	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	0	4	0
Totals	2019	4	0	4	0	0	8
	2020	8	0	0	0	0	8
	2021	8	0	0	0	8	0

Table No. 5
Projected Openings As of December 31, 2021
For Fiscal Year Ending on December 31, 2022

State	Franchise Agreement Signed but Outlet Not Open	Projected New Franchised Outlet in the Next Fiscal Year	Projected Company-Owned Outlet in the Next Fiscal Year
Alabama	0	1	0
Florida	0	1	0
Georgia	0	1	0
Illinois	0	1	0
Indiana	0	1	0
Kentucky	0	1	0
Maine	0	1	0
Michigan	0	1	0
Mississippi	0	1	0
Missouri	0	1	0
New Mexico	0	1	0
New York	0	1	0
North Carolina	0	1	0
Ohio	0	1	0
South Carolina	0	2	0
Tennessee	0	1	0
Vermont	0	1	0
Virginia	0	1	0
West Virginia	0	1	0
Total	**0**	**20**	**0**

The name, business address, and business telephone number of each current franchisee as of December 31, 2021, is attached to this Disclosure Document as Exhibit D. The name, last known address, and telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent fiscal year or has not communicated with us or our affiliates within 10 weeks of the issuance date of this Franchise Disclosure Document, is attached as Exhibit E. Please note, if you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We are not currently offering and do not anticipate offering any existing franchised outlets to prospective franchisees, including those that either have been reacquired by us or are still being operated by current franchisees pending a transfer. In the event that we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate Addendum to this Disclosure Document.

We or Predecessor have entered into confidentiality clauses with former franchisees during the past three years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experiences with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We have not created, sponsored, or endorsed any trademark-specific franchisee organization associated with our franchise system. The following independent franchisee organization has asked to be included in this Disclosure Document:

SMFOA
Board of Directors
American Association of Franchisees & Dealers
P. O. Box 10158
Palm Desert, California 92255-1058
Phone: 619-209-3775
Email: smfoa@aafdchapters.org

ITEM 21: FINANCIAL STATEMENTS

As we began offering franchises in March 2021, we have attached the following financial statements in accordance with the FTC Rule requirements for financial statements for a franchisor's first partial fiscal year selling franchises:

Attached to this Disclosure Document as Exhibit B are (i) the audited financial statements of our direct parent, SM Systems, as of December 31, 2020 and December 31, 2021 and (ii) SM Systems' Guaranty of our obligations to you under the Franchise Agreement. Because SM Systems was organized on October 14, 2020 and began operating on December 9, 2020, it does not have available, and we cannot yet include, three full years of audited financial statements for SM Systems.

As reflected in Item 1, SM Manager will be providing required support and services to franchisees under a management agreement with us. Also attached to this Disclosure Document as Exhibit B are the audited financial statements of our indirect parent, SM Manager, as of December 31, 2020 and December 31, 2021. Because SM Manager was organized on September 15, 2020 and began operating October 1, 2020, it does not have available, and we cannot yet include, three full years of audited financial statements for SM Manager. These financial statements are being provided for disclosure purposes only. SM Manager is not a party to the Franchise Agreement or other agreement we sign with franchisees nor does it guarantee our obligations under the Franchise Agreement or other agreements we sign with franchisees.

Also attached to this Disclosure Document as Exhibit B are the unaudited balance sheets and income statements of SM Systems and SM Manager as of February 28, 2022. These financial statements are unaudited and include, in the opinion of management, normal recurring adjustments necessary to fairly state each company's financial condition as of that date. These financial statements have not been reviewed by an accountant and do not contain any financial statement notes.

ITEM 22: CONTRACTS

The following contracts are attached to this Disclosure Document:

Agreement	Exhibit
ServiceMaster Franchise Agreement	A-1
Distributor PAR Agreement	A-2
State-Specific Addenda to the Franchise Agreement	F
Estimating and Pricing Software End User License Agreement (for Xactware)	H-1
Software License Agreement (for Restore360)	H-2
Construction Services Amendment (J-1) and Opt Out Acknowledgement (J-2)	J
Conversion Ramp-up Amendments	K

ITEM 23: RECEIPTS

Two copies of an acknowledgement of your receipt of this Disclosure Document are included at the end of this Disclosure Document (Exhibit L). You should keep one copy for your file and return the second copy to us.

FDD EXHIBIT A

SERVICEMASTER RESTORE FRANCHISE AGREEMENT AND RELATED AGREEMENTS

FDD EXHIBIT A-1

SERVICEMASTER RESTORE® FRANCHISE AGREEMENT

THIS SERVICEMASTER RESTORE® FRANCHISE AGREEMENT (this "**Agreement**") is made, entered into and effective, at Atlanta, Georgia, dated _____("**Effective Date**"), by and between

SERVICEMASTER CLEAN/RESTORE SPE LLC

("**Franchisor**")

AND

doing business as a_____under the name

_____

("**dba name**")

_____

E-mail Address

("**Franchisee**")

RECITALS:

WHEREAS, the Franchisor, as the result of significant time, skill, effort and money, has developed a program, method and system (the "**System**") for providing certain services. The distinguishing characteristics of the System include, without limitation, Standards and specifications for products, equipment and processes; and methods and techniques for inventory and cost controls, record keeping and reporting, personnel management, sales, promotion, and advertising; all of which may be changed, improved and further developed by the Franchisor from time to time and disseminated to Franchisee in the Operations Manual (as defined in Section 7 below), or otherwise in writing;

WHEREAS, Franchisor has the right in connection with the System to sublicense the right to use certain Proprietary Marks as are now designated in Exhibit A and may be designated by Franchisor in the Operations Manual or otherwise in writing as part of the System, and Franchisor continues to develop and use the Proprietary Marks for the benefit of itself and its respective franchisees in order for the public to identify the source of goods and services marketed under the System and to represent the System's high standards of quality and service;

WHEREAS, in the course of operations under the System, Franchisor has developed for licensing to franchisees the following separate categories of licenses (collectively, with any other such licenses specified by Franchisor from time to time, the "**SM Licenses**"):

(1) Disaster Restoration Services
(2) Recovery Management Services (renewal or transfer only)
(3) Small Market Services (renewal or transfer only)
(4) Floor Care Services (renewal or transfer only)
(5) Residential Services (renewal or transfer only)
(6) On-Location Services (renewal or transfer only)
(7) Window and Carpet Cleaning Services (renewal or transfer only)

The SM License being licensed to the Franchisee pursuant to this Agreement is set forth and more fully described

in Section 1 of Exhibit A, which is attached to and made a part of this Agreement (the "**License**");

WHEREAS, a business that is primarily identified by the Proprietary Marks that offers one of the SM Licenses under the System is referred to in this Agreement as a "**System Business**";

WHEREAS, Franchisee desires to operate a System Business and desires to obtain a non-exclusive license from Franchisor to use the License, the System, and the Proprietary Marks, as well as to receive the training and other assistance provided by Franchisor in connection with the License and the System;

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality and service and the necessity of performing services in conformity with Franchisor's standards and specifications for the License and the System.

NOW, THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. APPOINTMENT

1.1 Non-Exclusive Appointment; Territory. Franchisor hereby grants to Franchisee, and Franchisee hereby undertakes the obligation, upon the terms and conditions contained in this Agreement, a non-exclusive right and license to use the System solely to operate a System Business that offers and provides the services specified in the License (the "**Franchised Business**") within the territory described in Exhibit A (the "**Territory**"). Franchisee shall market to and solicit customers within the Territory; however, Franchisee may perform services for a customer outside the Territory if the customer initiates the request. Franchisee may market and solicit outside the Territory only when marketing to a company whose office is physically located outside the Territory, but whose customers are located within the Territory; or when marketing authorized services to a property manager, group, or company whose office is located outside the Territory, but whose commercial facility is within the Territory. Franchisee will operate the Franchised Business within the Territory from the office location(s) approved by Franchisor. Franchisee may relocate to another office location within the Territory with the prior written approval of Franchisor. Franchisee will request this approval by notifying Franchisor in writing of any planned change in the location of the Franchised Business no later than ten (10) days prior to any such relocation.

1.2 License Granted. Franchisee expressly acknowledges and agrees that this License relates solely to the Territory and solely to the type of SM License specified in Exhibit A and does not grant Franchisee any rights under any other SM Licenses offered or supported by Franchisor. The SM Licenses set forth in the recitals, as well as any other licenses that may be developed, offered, or supported by Franchisor from time to time as specified in the Operations Manual (which are considered part of the SM Licenses), are specifically excluded if not identified in Exhibit A. Also excluded are other licenses, programs, or concepts performed under the Proprietary Marks by Franchisor and its Affiliates including management services programs and such other programs or concepts as may be developed or acquired by Franchisor in the future. Franchisee understands and agrees that System Businesses operating under other types of SM License may utilize the same System and Operations Manual that is used by the Franchise Business under the License, but some components or requirements of the System or Operations Manual may be specific to, or not applicable to, the License granted to Franchisee.

1.3 No Territorial Protection. Franchisee acknowledges and agrees that (a) Franchisor and its Affiliates retain all rights not expressly granted to Franchisee under this Agreement; and (b) Franchisor or its Affiliates may conduct, or grant others the right to conduct, any business activities, under any name or trademark, using any system of operations, in any geographic area, and at any location, regardless of the proximity to or effect of such activities on the Franchised Business. For example, Franchisor or its Affiliates may, among other things, on any terms and conditions Franchisor and its Affiliates deem advisable: (i) operate, and grant to others the right to operate, anywhere (including inside and outside the Territory) ServiceMaster® businesses, including System Businesses operating under any SM License and any other ServiceMaster Clean® or ServiceMaster Restore® businesses; (ii) operate, and grant to others the right to operate, anywhere (including inside and outside the Territory) any retail or other businesses, including those offering the same, similar, or different products or services using the System or elements of the System under the Proprietary Marks or any other trademarks, service marks or trade dress; (iii) solicit and sell any products or services to customers and prospective customers residing anywhere (including inside and outside the Territory), including by direct advertising over the Internet or other electronic means; and (iv) merge with, acquire, establish or

become associated with any businesses or locations of any kind under other systems and/or other trademarks, which businesses and locations may offer or sell items, products and services that are the same as or similar to the services and products offered at or from the Franchised Business and which may be located anywhere (including inside and outside the Territory).

2. TERM AND RENEWAL

2.1 Term of Agreement. Except as otherwise provided in this Agreement, the initial term of this Agreement shall commence on the Effective Date and end five (5) years from the Effective Date (the "**Term**"). If this Agreement is for a conversion of an existing business to a Franchised Business, the Term shall also commence on the Effective Date and end five (5) years from the Effective Date.

2.2 Renewal.

2.2.1 Renewal Term. The parties will enter into a new agreement to renew the License to operate the Franchised Business for one additional, consecutive five (5) year term, unless (a) Franchisor, in its sole discretion, determines that Franchisee has failed to satisfy the renewal conditions in Section 2.2.2; or (b) Franchisee provides timely written notice of non-renewal to Franchisor.

2.2.2 Renewal Conditions. Franchisee must satisfy the following conditions in order to be eligible for, and as a condition for entering into, a renewal term:

2.2.2.1. Franchisee must provide written notice of its election to enter into a renewal term not less than six (6) months, nor more than nine (9) months, prior to the end of the Term;

2.2.2.2. Franchisee must be in Good Standing (as defined in Section 28) and must have substantially complied during the Term with the terms and conditions of this Agreement and Related Agreements (as defined in Section 28);

2.2.2.3. Franchisee has not received four (4) or more written notices of default from Franchisor, concerning a material breach of this Agreement during the Term, irrespective of whether the breaches were corrected within the prescribed cure period after receipt of any such notice of default;

2.2.2.4. All monetary obligations then due and owing by Franchisee to Franchisor or its Affiliates related to the Franchised Business have been satisfied;

2.2.2.5. Franchisee executes Franchisor's then-current Franchise Agreement which shall supersede this Agreement when accepted and executed by Franchisor (a "**Renewal Franchise Agreement**"), and which may contain terms and conditions different from those set forth in this Agreement;

2.2.2.6. Franchisee has agreed, in writing, to operate the Franchised Business in accordance with Franchisor's then-current Standards and specifications;

2.2.2.7. Franchisee, if required in the sole discretion of Franchisor and at Franchisee's sole expense, attends additional training in order to bring Franchisee's skill up to Franchisor's then-current standards for operating a System Business;

2.2.2.8. Unless otherwise agreed to by Franchisor, Franchisee shall pay the then-current renewal franchise fee that is in effect at the time that it signs the Renewal Franchise Agreement, which shall be no less than Two Thousand Dollars ($2,000);

2.2.2.9. Franchisee and each Owner and/or Affiliate of Franchisee must have executed a general release (in a form then prescribed by Franchisor, which shall be substantially similar to the form attached hereto as Exhibit B, which is incorporated by reference into this Agreement) (a "**General Release**") of any claims arising out of this Agreement against Franchisor and its Affiliates, and their respective officers, directors, managers, agents, representatives and employees. The General Release will not cover claims which are exclusively related to the successor franchise, where expressly so required by Applicable Laws; and

2.2.3.9 Franchisee must be then meeting or exceeding the Minimum Monthly Sales

Requirement and must not have failed to meet the Minimum Monthly Sales Requirement (as outlined in Section 5.17) three (3) times during any nine (9) month period at any point during the Term.

2.2.3 Non-renewal. If (a) Franchisee provides written notice between six (6) and nine (9) months prior to the end of either the Term that Franchisee does not intend to enter into a renewal term or (b) Franchisor determines, in its sole discretion, that Franchisee cannot satisfy the renewal conditions and provides Franchisee with a notice of non-renewal (the "**Non-Renewal Notice**"), this Agreement will automatically expire on the last day of the Term.

2.2.4 Temporary Extension. If Franchisee fails to execute the Renewal Franchise Agreement and General Release and complete the renewal process by the expiration of the then-current term and Franchisee continues operating the Franchised Business, then, unless Franchisor has provided Franchisee with a Non-Renewal Notice, the term shall continue on a month-to-month basis provided, however, that Franchisor shall have the right at any time to terminate this Agreement upon its issuance of a written Notice of Termination (the "**Termination Notice**") to Franchisee, which termination shall be effective immediately upon Franchisee's receipt of, or refusal to accept, such Termination Notice (or on the termination date specified in the Termination Notice, if different). If Franchisee fails to fully and completely execute the Renewal Franchise Agreement and General Release and complete the renewal process within sixty (60) days of the commencement of the temporary extension, then, effective immediately thereafter, the monthly Royalties payable under Section 4.1.2 shall increase by an amount equal to 2.5% of Gross Service Sales (as defined in Section 4.1.3) during each week that Franchisee fails to complete the renewal process until (i) the renewal process is completed (including execution of the Renewal Franchise Agreement and General Release and payment of the renewal fee) or (ii) this Agreement is terminated. By accepting any increased Royalties, Franchisor does not waive any of its rights and remedies under this Agreement including, without limitation, the right to terminate this Agreement pursuant to its terms and all such rights and remedies shall be cumulative of every other right or remedy.

3. DUTIES OF FRANCHISOR

3.1 Training. Unless otherwise specified in Exhibit A, Franchisor shall provide to Franchisee, or if Franchisee is a corporation or limited liability company, to one (1) officer or member designated by Franchisee and approved by Franchisor, pre-Academy preparation materials, classroom training, and management, financial, production, sales and promotional training (which days may not be consecutive and may include evenings) at the ServiceMaster Academy of Service (the "**Academy**"). In addition, Franchisor will also provide training to any replacement officer or manager at a cost to Franchisee to be determined from time to time by Franchisor. Franchisor shall make available such other training programs to Franchisee, or its managers or other employees, as Franchisor deems appropriate. All training provided by Franchisor shall be subject to the terms set forth in Section 5.1 of this Agreement and shall be at such times and places as may be designated by Franchisor in the Operations Manual or otherwise in writing.

3.2 Advisory Assistance. Franchisor shall, upon such terms as it deems advisable, provide continuing advisory assistance in person, by telephone or in writing on the operation of the Franchised Business.

3.3 Research and Development. Franchisor shall perform continuing research and shall, at its discretion, provide to Franchisee the benefits of such research and development which fall within the scope of the services to be rendered by Franchisee under the License pursuant to this Agreement.

3.4 Computer Hardware, Software, Service Connection and the Operations Manual. Franchisor shall give to Franchisee access, via a confidential password, to Franchisor's intranet site (referred to as "**Service Connection**") to access the Operations Manual, as more fully described in Section 7 of this Agreement. If this is a new Franchised Business or conversion of an existing business, the cost of a laptop computer with the software required by Franchisor shall be included in the Initial Franchisee Fee. Any additional computer hardware and software required by Franchisor shall be subject to the then-current Technology Fees as described in Section 4.2 of this Agreement and may require Franchisee to execute a software license agreement in a form prescribed by Franchisor or the software vendor.

3.5 Inspections. Franchisor shall continue its efforts to maintain the high standards of quality and service of the System and to that end shall conduct, as and when it deems advisable, inspections, observations and monitoring of the Franchised Business and evaluations of the services provided by the Franchised Business, including the use of mystery calls, phone screen and test operation/sales scripts of personnel at the Franchised Business, by Franchisor to Franchisee. Franchisor will utilize these inspections for, among other things, the purpose of evaluating the "Quality

Assured" status of the Franchised Business. Without limiting Franchisor's other rights and remedies under this Agreement, if an inspection reveals that the Franchised Business fails to meet Franchisor's requirements for maintaining the designation as a "Quality Assured" Franchised Business, Franchisee will have ninety (90) days within which to correct, at its own expense, the deficiencies specified by Franchisor and to take the actions necessary to meet Franchisor's Quality Assured requirements. Franchisor then may conduct one or more follow-up inspections to confirm that Franchisee has corrected these deficiencies and otherwise is complying with this Agreement and all its standards and specifications. The failure of Franchisee to meet these requirements within such ninety (90) day period and to pass the Quality Assured inspection when the Franchised Business is re-inspected by Franchisor shall constitute grounds for the termination of this Agreement by Franchisor. If Franchisor exercises any of these inspection rights, Franchisor will use commercially reasonable efforts not to interfere unreasonably with the operation of the Franchised Business. Additionally, Franchisor may charge Franchisee an inspection fee to compensate Franchisor for its costs and expenses during any such follow-up inspection.

3.6 Sale of Products. Franchisor or its Affiliates shall sell to Franchisee materials, supplies, equipment, products, forms, promotional materials, and printed materials approved by Franchisor, as Franchisee, in its discretion, may from time to time desire to order from Franchisor or its Affiliates. Franchisee shall purchase approved products and materials or comply with Franchisor's then-current approval process as described in Section 5.3 below and in the Operations Manual from time to time.

3.7 Violations by Other Franchisees. In connection with Franchisor's duties under this Agreement, Franchisee understands and agrees that Franchisor shall not be responsible to Franchisee for violations by another franchisee of Franchisor of any agreement between Franchisor and such other franchisee.

3.8 Franchise Council. Franchisor shall convene the National Franchise Council (the "**Franchise Council**") no less than twice each calendar year. The Franchise Council shall be made up of Franchisees in Good Standing under their ServiceMaster Franchise Agreements. The Chairman and members shall be appointed by the then-current members of the Franchise Council, with Franchisor only able to reject such appointments because of the proposed appointee's lack of Good Standing under its Franchise Agreement. The Franchise Council shall serve in an advisory role with no power to override Franchisor's operation of the System or to veto any action by Franchisor.

4. FEES

4.1 Fees Payable by Franchisee. In consideration of the license granted in this Agreement, Franchisee shall pay to Franchisor the following fees:

4.1.1 Initial License Fee and Opening Package Fee. Upon submission of this Agreement for execution by Franchisor, Franchisee shall pay to Franchisor the Initial License Fee and the Opening Package fee (if any) set forth in Exhibit A. Upon the execution of this Agreement by Franchisor, the Initial License Fee shall be deemed fully earned and non-refundable.

4.1.2 Royalties. Franchisee shall pay to Franchisor continuing monthly royalties during the term of this Agreement in an amount specified in Exhibit A on all types of services sold under the Proprietary Marks by Franchisee or its employees as defined in Franchisor's current royalty policy ("**Royalties**"). The Royalties are paid in consideration of the license to use the System and Proprietary Marks.

4.1.3 Gross Service Sales. "**Gross Service Sales**" is defined in Section 28.

4.2 Marketing and Technology Fees.

4.2.1 Advertising Fund Contributions. Franchisor has established an Advertising Fund, as provided under Section 10.3 of this Agreement. Franchisee shall pay into the Advertising Fund, on a monthly basis, the amount specified in Exhibit A (the "**Advertising Fund Contributions**").

4.2.2 Technology Fees. Franchisor may require Franchisee to pay a monthly fee for various technology-related products and services (the "**Technology Fees**"). Franchisor will specify the Technology Fees and the related products and services in the Operations Manual. Franchisor may increase the Technology Fees and change the related products and services from time to time.

4.3 Due Date; Interest. All monthly payments required by this Section 4 shall be paid to Franchisor, and

any monthly reports required under Section 9.2 of this Agreement shall be reported to Franchisor, by the days of each month specified by Franchisor in the Operations Manual or otherwise in writing for the preceding calendar month. Any payment or report not actually received by Franchisor on or before such date shall be deemed overdue. If any payment is overdue, Franchisee shall pay Franchisor, in addition to the overdue amount, interest on such amount from the date it was due until paid at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. If any report is overdue, Franchisee shall pay to Franchisor a delinquency fee of Fifty Dollars ($50) per delinquent report. Entitlement to such interest and/or the delinquency fee shall be in addition to any other remedies Franchisor may have. Franchisee understands that Franchisor may, at Franchisor's discretion, assign the payment of such fees and the submission of the monthly reports to a third party.

4.4 Payment Method; Electronic Funds Transfer. Franchisee will report monthly Gross Service Sales (as well as any fees due based on Gross Service Sales, such as Royalties and Advertising Fund Contributions) via online reporting, or in any other manner as designated by Franchisor. If Franchisee fails to have sufficient funds available to pay any of the monthly fees specified in this Section 4 ("**Monthly Fees**"), interest and delinquency fees will be applied to Franchisee's account as set forth in Section 4.4. Franchisee agrees to pay any expense incurred by Franchisor, including court costs and attorneys' fees, for the collection of any such Monthly Fees. In addition, unless otherwise agreed to in writing, Franchisee shall participate in an electronic funds transfer program under which Monthly Fees are deducted by automatic bank drafts or paid electronically from Franchisee's bank account. Franchisor may permit Franchisee to initiate payments via a system established or approved by Franchisor, or at Franchisor's option, require Franchisee to authorize Franchisor to initiate debit and/or credit entries and/or credit correction entries to the Franchised Business' bank operating account (the "**Account**") for payment of Monthly Fees, and products and other items purchased through Franchisor or its Affiliates on forms Franchisor prescribes. In the event Franchisee is required to authorize Franchisor to initiate debit entries, Franchisee agrees to make the funds available in the Account for withdrawal by electronic transfer no later than 6:00 am on the morning of the due date as prescribed in Section 4.3, or such prior workday should the due date fall on a bank holiday. The amount actually transferred from the Account to pay Monthly Fees, and products and other items purchased through Franchisor or its Affiliates will be based on the Gross Service Sales reported to Franchisor. If Franchisee has not reported Gross Service Sales of the Franchised Business to Franchisor for any reporting period, Franchisor will be authorized to debit the Account in an amount equal to the greater of the non-reported payment (if Franchisor can reasonably estimate or determine the owed amount) or one hundred twenty percent (120%) of the Royalties transferred from the Account for the last reporting period for which a report of the Gross Service Sales of the Franchised Business was provided to Franchisor. If at any time Franchisor determines that Franchisee has under-reported the Gross Service Sales of the Franchised Business or underpaid Monthly Fees due Franchisor under this Agreement, Franchisor will be authorized to immediately initiate a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after Franchisor and Franchisee determine that such credit is due. Franchisor's use of electronic funds transfers as a method of collecting Royalties, Marketing Funds contributions, and products and other items purchased through Franchisor or its Affiliates due Franchisor does not constitute a waiver of any of Franchisee's obligations to provide Franchisor with monthly sales reports as required in this Agreement, nor shall it be deemed a waiver of any of the rights and remedies available to Franchisor under this Agreement.

4.5 Application of Payments. When Franchisor receives a payment from Franchisee, Franchisor has the right in its sole discretion to apply it as Franchisor sees fit to any past due indebtedness of Franchisee due to Franchisor or its Affiliates, whether for Royalties, Advertising Fund Contributions, other Monthly Fees, purchases, interest, or for any other reason, regardless of how Franchisee may designate a particular payment to be applied. In addition, Franchisor may offset any amount otherwise due to Franchisee, against any amount owed to Franchisor. Finally, Franchisor may retain any amounts received for Franchisee's account (and/or that of any Affiliate of Franchisee), whether rebates from suppliers, national account or program work payments, or otherwise, as payment against any amounts owed to Franchisor, including then-current Royalties and Advertising Fund Contributions which accrue to Franchisor from such national account or program work payments. Franchisor can exercise any of the foregoing rights in connection with amounts owed to or from Franchisor and/or any Franchisor Affiliate.

4.6 Additional Fees. Franchisor may charge Franchisee any costs and expenses that Franchisor actually incurs (i) if Franchisee, in Franchisor's sole discretion, fails to manage customer complaints and Franchisor, in its sole discretion, steps in to manage or settle the dispute on Franchisee's behalf to protect the brand from harm; or (b) if Franchisee fails to obtain required insurances and Franchisor, in its sole discretion, procures insurance coverage on Franchisee's behalf.

4.7 Change Fee. When notifying Franchisor of a non-controlling transfer or adding, deleting, or changing

an owner's name (other than an owner's spouse); changing Franchisee's entity name; changing Franchisee's DBA (doing business as) name; or changing Franchisee's form of entity, or for any mutually agreed modifications to the Franchise Agreement, Franchisee shall submit the then-current change fee (currently, $500 per change), as specified in the Operations Manual from time to time (the "**Change Fee**"). The Change Fee may be increased from to time. For Non-Controlling transfers, the Change Fee will be charged per person, per transfer, and per franchise agreement. There is no charge to change Franchisee's DBA name or form of entity during the first year of operation of the Franchised Business. If any changes are being made in conjunction with a Control Transfer of the Franchised Business, the Transfer Fee shall apply, instead of the Change Fee.

5. DUTIES OF FRANCHISEE

5.1 Training. Franchisee, or if Franchisee is a corporation or limited liability company, one (1) officer or manager of Franchisee designated by Franchisee and approved by Franchisor shall attend and complete to Franchisor's satisfaction within six (6) months after the date of this Agreement the initial training described in Section 3.1 of this Agreement, including the Pre-Academy requirements, at the ServiceMaster Academy, and shall pass the written tests prepared by Franchisor to assure Franchisor that Franchisee has been trained and has adequate knowledge to enable Franchisee to conform to the System and the License. If the purchase of this License is in conjunction with the purchase of an additional SM License of a different type, the completion of all training required by Franchisor must occur within six (6) months of first attending the Academy. If the officer or member so trained is replaced by another officer or member, Franchisee agrees to have the replacement officer or member attend and complete the Academy, at Franchisee's cost and expense, within three (3) months after replacement. Franchisee, its managers or other employees, as designated by Franchisor, shall attend and complete to Franchisor's satisfaction, such other training programs as Franchisor may require in the Operations Manual or otherwise in writing. All expenses incurred for any training including training fees (if applicable) and the cost of travel, room, board and wages, shall be paid by Franchisee. The owner(s) may also be the manager.

5.2 Compliance with System. Franchisee shall operate the Franchised Business in conformity with the System, including the uniform methods, Standards and specifications as Franchisor may from time to time prescribe in the Operations Manual or otherwise in writing to ensure that the highest degree of quality and service is uniformly maintained. Franchisee agrees:

5.2.1 To maintain in sufficient supply, and use at all times, only such vehicles, products, materials, equipment, supplies, computer software and paper goods that conform with Franchisor's Standards and specifications, and to refrain from deviating from Franchisor's Standards and specifications by using nonconforming items.

5.2.2 To sell or offer for sale only such services which meet Franchisor's uniform standards of quality and performance for the License as provided in the Operations Manual or otherwise in writing by Franchisor; to sell or offer for sale all approved services; to refrain from any deviation from Franchisor's Standards and specifications for providing or selling the same; and to discontinue selling and offering for sale any services as Franchisor may, in its discretion, disapprove or discontinue in writing at any time.

5.2.3 To refrain from engaging Subcontractors to perform any Core Services, unless otherwise permitted in Exhibit A, the Operations Manual, or in a written consent given by a director (or higher) level employee of Franchisor. All Subcontractors must meet Franchisor's then-current minimum qualifications and, unless otherwise specified in the Operations Manual, must be approved by Franchisor in writing.

5.2.4 To permit Franchisor or its agents, at any reasonable time, to enter Franchisee's business premises for the purpose of conducting a Quality Assured review and other inspections and to remove from the premises samples of any inventory items without payment for such items, in amounts reasonably necessary for testing by Franchisor or an independent certified laboratory to determine whether the samples meet Franchisor's then-current standards and specifications.

5.2.5 To support the national programs instituted by Franchisor to generate service sales including the promotion of telephone numbers and websites specified in the Operations Manual, prompt and courteous response to information and service requests, and compliance with requirements established by Franchisor to implement and maintain such programs.

5.2.6 To maintain a live answering service or automated message system allowing immediate connection to a live service or voice for telephone calls to the Franchised Business during the business hours specified

by Franchisor in the Operations Manual or otherwise in writing.

5.2.7 To check on a daily basis Franchisee's e-mail mailbox assigned by Franchisor and Franchisor's proprietary websites such as Service Connection for communications between Franchisee and Franchisor, and to keep the password issued to Franchisee for access to Franchisor's website confidential at all times.

5.2.8 To comply with all reasonable requirements of Franchisor to measure Franchisee's customer satisfaction with the services provided by Franchisee under this Agreement, and to participate in all programs of Franchisor designed to review and improve the process of operating the Franchised Business including www.tellservicemaster.com and the audio taping of mystery calls initiated by Franchisor to the Franchised Business.

5.2.9 To acquire and maintain, at all times, a properly identified vehicle which satisfies the standards and specifications that Franchisor may from time to time prescribe in the Operations Manual or otherwise in writing.

5.2.10 To offer and provide services to all customers throughout the entire Territory in a timely, fair, and equitable manner.

5.3 Approved Suppliers. Franchisee shall purchase all equipment, supplies and other products and materials required for the operation of the Franchised Business from Franchisor itself or its designated or approved suppliers that demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's reasonable Standards and specifications for such items and that possess adequate quality controls and the capacity to supply Franchisee's needs promptly and reliably. Prior to the use in the Franchised Business of any equipment, supplies or other products and materials not previously approved by Franchisor, Franchisee agrees to submit to Franchisor a representative sample sufficient for end-use evaluation, together with the manufacturer's product identification and specifications and other information as Franchisor reasonably requires to determine whether such product and/or supplier or distributor meets its specifications and standards. Franchisor may condition its approval of a supplier or distributor on requirements relating to product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), any adverse economic impact on Franchisor, its Affiliates, or the franchise network, and/or other criteria. Franchisor shall notify Franchisee within a reasonable time whether it approves such products, supplier and/or distributor. Franchisor may charge a fee of $500 per cleaning product and $1,000 per equipment product to conduct such inspection. Franchisor reserves the right to periodically re-inspect the products and services of any approved or designated supplier or distributor and to revoke its approval of any supplier, distributor, product or service that does not continue to meet Franchisor's criteria. Franchisee acknowledges and agrees that Franchisor and its Affiliates are entitled to receive and retain any and all allowances, commissions and rebates paid to Franchisor or its Affiliates by manufacturers, suppliers and distributors of products and services to the System and Franchised Businesses, including all payments made in connection with products and services purchased by System franchisees. Franchisor and its Affiliates may use all such amounts without restriction for any purposes Franchisor or any of its Affiliates deem appropriate.

5.4 Uniforms; Customer Service. Franchisee and all employees of Franchisee, while engaged in performance of the services provided by the Franchised Business, shall wear uniforms conforming in color and design to the specifications designated by Franchisor in the Operations Manual or otherwise in writing. Franchisee and all employees of Franchisee shall at all times while on duty present a neat and clean appearance and render competent, sober and courteous service to the customers of the Franchised Business.

5.5 Corporate Franchisee. Franchisee agrees that its authorization to operate as a corporation or limited liability company shall be conditioned on the following requirements:

5.5.1 Unless otherwise agreed to by Franchisor or otherwise stated in the Operations Manual, Franchisee's Owners shall at all times be personally bound by the terms of this Agreement and shall execute the "Personal Guaranty and Agreement to be Bound Personally by the Terms and Conditions of the Franchise Agreement" (the "**Guaranty**"), the current form of which is incorporated into this Agreement, which shall be executed and effective from the Effective Date. We refer to Owners that sign such Guaranty as "**Personal Guarantors**."

5.5.2 Each stock certificate of Franchisee or document reflecting an equity ownership interest in Franchisee shall have conspicuously endorsed upon its face a statement in a form satisfactory to Franchisor that it is held subject to this Agreement, and that any assignment or transfer of the stock certificate is subject to all restrictions

imposed upon assignments by this Agreement.

5.5.3 Certified copies of Franchisee's Articles of Incorporation, By-Laws, and other governing documents, including the resolutions of the Board of Directors authorizing entry into this Agreement, must be delivered to Franchisor.

5.5.4 If Franchisee is an individual or a partnership and wishes to incorporate, Franchisee shall obtain prior written approval of Franchisor for transfer of the rights and duties under this Agreement to the new corporation and Franchisee shall transfer this Agreement and the Franchised Business at no additional monetary consideration within the first year after the date of the initial franchise agreement and with the then-current processing fee if transfer occurs any time thereafter, at Franchisor's discretion, in accordance with the provisions of Section 12.2.7 of this Agreement, provided that the corporate entity assumes all duties of Franchisee and that such individuals remain personally bound by the terms of this Agreement.

5.6 Ownership Interests. If Franchisee is a corporation, limited liability company, or other form of entity, all of its Owners as of the Effective Date shall be listed on Exhibit A. Except in accordance with a Transfer permitted under the terms of this Agreement or as otherwise permitted by Franchisor, the Controlling Owner(s) shall maintain the Controlling Owner Interest during the entire Term and any Renewal Franchise Agreement.

5.7 Operation of Franchised Business. The Franchisee shall maintain a clean and safe place of business in compliance with all Applicable Laws, and with the Occupational Safety and Health Act standards. Franchisee shall conduct its operation of the Franchised Business under this Agreement on sound business principles.

5.8 Compliance with Applicable Laws. Franchisee will, at its expense, comply with all applicable federal, state, city, local and municipal laws, ordinances, rules and regulations pertaining to the operation of the Franchised Business, including all laws relating to employees and all applicable state and federal environmental laws. Franchisee will also comply with all applicable Payment Card Industry standards. Franchisee will, at its expense, be absolutely and exclusively responsible for determining the licenses and permits and certifications required by Applicable Laws for the Franchised Business, for obtaining and qualifying for all such licenses and permits and certifications, and for complying with all Applicable Laws.

5.9 Payment of Obligations. Franchisee will timely pay all of its obligations and liabilities when payable to Franchisor, Franchisee's suppliers, lessors and creditors.

5.10 Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Franchisor any fees or amounts described in this Agreement are not dependent on Franchisor's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

5.11 Responsibility for Services. Franchisee shall be solely responsible for the services and results of such services which are performed under this Agreement. Such responsibility will remain a continuing obligation beyond the termination of this Agreement regardless of the cause for the termination.

5.12 Use of Franchisee Information. Franchisee agrees to give Franchisor and those acting under its authority the right to reasonably and fairly use Franchisee's (or, if applicable, Franchisee's officers' and directors') name, photograph or biographical material in any publication, circular or advertisement related to the business of Franchisor or Franchisee in any place for an unlimited period without compensation.

5.13 On-Going Training. Franchisee must stay current with any changes or developments relating to the System, including any changes specific to the License. To that end, each year during the Term, Franchisee, or if Franchisee is a corporation or limited liability company, an officer and at least one Owner of the Franchised Business, must attend, solely at Franchisee's expense, at least three (3) of the seminars, workshops, conventions or meetings offered by Franchisor for its franchisees.

5.14 Compliance with Requirements. Franchisee shall comply with all other requirements set forth in this Agreement and in the Operations Manual.

5.15 Licensing and Certifications. Franchisee must, at all times during the operation of the Franchised Business, acquire and maintain all federal, state and industry-specific licensing and certifications as required in

Franchisee's local jurisdiction and as otherwise required by Franchisor. Franchisor may require Franchisee to obtain and maintain (at Franchisee's own expense) certain certifications, training, or licenses provided by Franchisor, its Affiliates, or third parties as a prerequisite for Franchisee to (i) provide certain products or services, (ii) provide products or services to customers in certain specialty industries or certain types of customers, and/or (iii) participate in certain sales or lead generation programs. Franchisor shall publish such requirements, which are subject to change from time to time, in the Operations Manual.

5.16 Good Standing Requirement for Program Participation and National Accounts Program Participation. Franchisee may elect to participate in certain additional programs, including national accounts programs, other sales or lead generation programs, or other programs that may be offered by Franchisor from time to time, as such programs are described and updated in the Operations Manual. In order to qualify for participation in such programs, Franchisee must be in Good Standing and meet any other qualifications specified in the Operations Manual.

5.17 Minimum Monthly Sales Requirement. Beginning in the 13th full month of operation of the Franchised Business, Franchisee's right to continue operating in the Territory is contingent upon Franchisee earning the minimum amount of Gross Service Sales specified in Exhibit A in each month of the Term (the "**Minimum Monthly Sales Requirement**"). In any subsequent renewal agreements, the Minimum Monthly Sales Requirement for your Franchised Business may be increased. Franchisor may terminate this Agreement if Franchisee fails to meet the Minimum Monthly Sales Requirement three (3) times in any nine (9) month period (except in the event that local economic conditions and/or extenuating circumstances materially affect sales potential which, in Franchisor's sole discretion, affects Franchisee's ability to meet such sales levels).

6. INTELLECTUAL PROPERTY

6.1 Proprietary Marks.

6.1.1 Franchisee acknowledges that Franchisee's right to use the Proprietary Marks is derived solely from this Agreement, is limited to the operation of the Franchised Business in compliance with this Agreement and by all applicable standards and specifications prescribed by Franchisor from time to time during the Term. Franchisee acknowledges the ownership by Franchisor's Affiliate of the Proprietary Marks and the validity and enforceability of the Proprietary Marks, and expressly covenants that during the Term of this Agreement, and after the expiration or termination of this Agreement, Franchisee shall not, directly or indirectly, contest or aid in contesting the validity or ownership of the Proprietary Marks or take any other action in derogation of the Proprietary Marks. Franchisee agrees to execute all documents requested by Franchisor or its counsel that are necessary to obtain protection for the Proprietary Marks or to maintain their continued validity or enforceability. Franchisor further represents that it is licensed to grant Franchisee the right to use the Proprietary Marks consistent with the terms of the Franchise Agreement.

6.1.2 It is understood and agreed that this license to use the Proprietary Marks applies only to their use in connection with providing the services included in the License under this Agreement and includes only such Proprietary Marks as are now or may hereafter be designated by Franchisor in writing for use by Franchisee, and no other Proprietary Marks of Franchisor or its Affiliates now existing or yet to be developed or acquired by Franchisor. Franchisee agrees to provide and advertise its services only under the d/b/a. name listed on Page 1, except for identification of the ServiceMaster trademarked vehicle, as set forth in the Operations Manual and use the Proprietary Marks designated by Franchisor in Exhibit A or otherwise in writing by Franchisor for that purpose. Franchisee further agrees that all forms and stationery used in connection with the Franchised Business shall prominently include the phrase, "An independent business licensed to serve you by *ServiceMaster Clean/Restore SPE LLC."*

6.1.3 Franchisee understands and agrees that its non-exclusive licensed use of the Proprietary Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest, except the non-exclusive right and license herein granted, in and/or to the Proprietary Marks; that any and all goodwill associated with the Proprietary Marks inures exclusively to Franchisor's benefit; and that, upon expiration or termination of this Agreement and the License granted in this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Proprietary Marks. Any unauthorized use of the Proprietary Marks including use of the Proprietary Marks in connection with any SM License other than the License licensed to Franchisee in this Agreement, shall constitute an infringement of the Proprietary Marks and of Franchisor's rights relating to the licensed Proprietary Marks. Accordingly, Franchisee expressly agrees not to commit or aid in committing any act of infringement or misuse of the Proprietary Marks, either during or after the Term.

6.1.4 Franchisee agrees to use the Proprietary Marks as the sole service mark identification of the Franchised Business. Franchisee shall not use any Proprietary Mark (i) as part of any corporate name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to Franchisee by Franchisor), (iii) in any modified form, (iv) in connection with the sale of any unauthorized product or service, (v) on forms, uniforms, materials and supplies not approved by Franchisor, or (vi) in any other manner not explicitly authorized in writing by Franchisor. Franchisee shall observe all requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of Franchisee as Franchisor may direct in writing from time to time. Finally, Franchisee shall promote and offer for sale under the Proprietary Marks only those services which meet Franchisor's prescribed Standards and specifications, as they may be revised and amended by Franchisor from time to time in the Operations Manual or otherwise in writing.

6.1.5 Franchisee shall immediately notify Franchisor of any apparent infringement of or challenge to Franchisee's use of any Proprietary Mark, or claim by any person of any rights in any Proprietary 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 and its Affiliates shall have sole discretion to take such action as it or they deem appropriate and the right to exclusively control any litigation or U.S. Patent and Trademark Office or other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Proprietary Mark, and Franchisee agrees to execute any and all instruments and documents, and to 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 Affiliates in any such litigation or U.S. Patent and Trademark Office or other proceeding.

6.1.6 Franchisee acknowledges and agrees that Franchisor retains the right to (i) grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees and to use the Proprietary Marks in connection with the sale of services, goods and products manufactured or distributed by Franchisor at wholesale or retail and (ii) participate in the development and establishment of other programs or systems for the Proprietary Marks, or any other proprietary marks, and to grant licenses for other programs, systems and proprietary marks without providing Franchisee any right to such other programs, systems or proprietary marks.

6.1.7 If it becomes advisable or desirable at any time, in the judgment of Franchisor, for Franchisee to modify or discontinue use of any Proprietary Mark, and/or use one or more additional or substitute Proprietary Marks, including the primary Proprietary Mark and/or color scheme under which the Franchised Business is operating, Franchisee agrees, at its expense, to do so.

6.1.8 Franchisor will register, in its sole discretion, any domain names, e-mail addresses, or websites that contain the Proprietary Marks or any words or designations similar to the Proprietary Marks. Franchisee shall not establish an e-mail address or a website using any domain name containing the words "ServiceMaster" "or "ServiceMaster.com", or any other registered trade names or Proprietary Marks or any variation thereof without the prior written approval of Franchisor. Additionally, Franchisor will reference Franchisee's Franchised Business on the website Franchisor develops for the System (the "**Website**") so long as Franchisee is in full compliance with this Agreement. At Franchisor's request, Franchisee shall provide to Franchisor true, complete and correct information relating to its Franchised Business for inclusion on such Website. Franchisee acknowledges and agrees that Franchisor will have final approval rights over all information on the Website. Franchisor will own all intellectual property and other rights in the Website, all information contained on it and all information generated from it (including the domain name or URL, the log of "hits" by visitors and any personal or business data that visitors supply). Consistent with the preceding sentence, Franchisee shall not establish, unless otherwise specified or permitted in writing by Franchisor, a separate website or social media account to (i) advertise, market or promote the Franchised Business, (ii) conduct commerce, or (iii) directly or indirectly offer or sell any products or services in connection with the Franchised Business. Franchisee may not use the Proprietary Marks, or any words or designations similar to the Proprietary Marks, in any domain name, search engine keyword, or metatag. Should Franchisor consent to Franchisee's establishment of a website or social media account, Franchisor shall have the right to review the substance and content of Franchisee's website and Franchisee agrees to immediately delete any materials which improperly uses Franchisor's trademarks or logos, or contains, in Franchisor's sole discretion, derogatory or inappropriate material. Franchisee also agrees to comply with Franchisor's website and social media policies as set forth in the Operations Manual. Franchisor also retains the right to pre-approve Franchisee's use of linking and framing between Franchisee's website or social media pages and all other websites. If Franchisee, in the sole discretion of Franchisor, is in compliance with this Agreement and the then-current identity requirements for websites, Franchisor will allow Franchisee to link to Franchisor's Website(s) and dealer locator-page. If Franchisor does consent to Franchisee's establishment of a website or social media account, the information Franchisee provides on such site shall not be false, inaccurate or misleading;

infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violate any Applicable Laws; be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; be obscene or contain a sexually explicit image; contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or create liability for Franchisor or cause Franchisor to lose the loyalty of customers of ServiceMaster businesses. Franchisor may, at any time, modify Franchisor's policies with regard to domain names, social media accounts, and websites as may be more fully set forth in the Operations Manual. Nothing in this Section 6.1.8 shall limit Franchisor's right to maintain websites other than the Website or to offer and sell products or services under the Marks from the Website, another website, or otherwise over the Internet without payment or obligation of any kind to Franchisee.

6.1.9 Franchisor agrees to indemnify Franchisee against and to reimburse Franchisee for all damages for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any Proprietary Mark, pursuant to and in compliance with this Agreement. Franchisor's obligations under this Section 6.1.9 are subject to Franchisee and the Owners (i) providing Franchisor with prompt written notice of any claim that could result in an indemnified claim under this Section 6.1.9, (ii) allowing Franchisor to control the defense and settlement of the indemnified proceeding, and (iii) continuing to comply with the terms and conditions of this Agreement. Franchisee and Owners will not settle any claim that could result in an indemnified claim under this Section 6.1.9 without the prior written consent of Franchisor, in its sole discretion.

6.2 Software. Franchisee must obtain, maintain, and use any software that Franchisor may specify periodically in the Operations Manual, which may include software used to manage the Franchised Business, provide products and services in accordance with the Standards, and/or interact with Franchisor's accounting, customer relationship, or other technology systems. If Franchisor requires Franchisee to use any proprietary software or to purchase any software from a designated vendor, Franchisee must execute, and pay any fees associated with, any software license agreements that Franchisor or the licensor of the software require ("**Software Licenses**"). If this Agreement is being executed for the first time by a new franchisee to the ServiceMaster system (as either a new Franchised Business or as the acquirer of an existing Franchised Businesses), Franchisee must obtain any required software and enter into any Software Licenses prior to opening the Franchised Business. If Franchisee is an existing franchisee that is entering into this Agreement to renew its right to operate the Franchised Business or to obtain the right to operate an additional System Business, Franchisee must (i) obtain any required software and enter into any Software Licenses within six (6) months of the date of execution of this Agreement or (ii) use in the Franchised Business a software system that is comparable to that specified by Franchisor and has been approved in advance by Franchisor in writing. Franchisor shall have a period of sixty (60) days from the date of receipt of such request to approve or disapprove the comparable software proposed to be used by Franchisee. If Franchisor does not respond within the 60-day period, the use of the software shall be deemed approved by Franchisor. Franchisee's breach of any Software Licenses related to the operation of the Franchised Business will be deemed to be a material breach of this Agreement. Franchisee shall use any proprietary software only in the operation of the Franchised Business.

7. CONFIDENTIAL OPERATIONS MANUAL

7.1 Compliance with the Operations Manual. For the purposes of this Agreement, the Operations Manual shall include all those manuals, documents, booklets, guides and related materials containing the specifications, standards, procedures and rules applicable to the Franchised Business, as prescribed from time to time by Franchisor in writing or posted on the Service Connection intranet site. In order to protect the reputation and goodwill of Franchisor and to maintain uniform standards of operation under the Proprietary Marks, Franchisee shall conduct the Franchised Business in strict accordance with those portions of Franchisor's Operations Manual which are designated as "mandatory" or "required." The Operations Manual shall include any manuals designated by Franchisor and such other programs, materials and training aids designated as confidential and from time to time revised by Franchisor. Franchisor shall have the right, but not the obligation, from time to time, to add to or modify the Operations Manual, and Franchisee agrees to be bound by and to conduct the Franchised Business in accordance with such revisions to the Operations Manual.

7.2 Confidentiality of the Operations Manual. Since the Operations Manual is considered to be the Confidential Information of Franchisor, Franchisee shall treat the Operations Manual in the same manner in which it is required to treat Confidential Information hereunder. Additionally, Franchisee shall require its employees and agents to treat the Operations Manual as confidential and shall not disclose, copy, duplicate, record or otherwise reproduce, in whole or in part, for whatever reason or otherwise make available to any unauthorized person or source, the contents of the Operations Manual. Franchisor shall inform the Franchise Council of modifications it has made to the

Operations Manual before it informs the entire network of such revisions.

7.3 Property of Franchisor. The Operations Manual and any other training or other similar materials on loan from Franchisor shall at all times remain the sole property of Franchisor.

8. CONFIDENTIAL INFORMATION AND INNOVATIONS

8.1 Franchisee shall not, during or after the Term, communicate, divulge, or use for the benefit of any other person, persons, partnership, association or corporation any Confidential Information, knowledge, or know-how concerning the System, the Program or any other SM Licenses, or the methods of operation of the Franchised Business which may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of Franchisee's operation under the terms of this Agreement. To protect Franchisor's Confidential Information, Franchisee will adopt and implement reasonable procedures to prevent the unauthorized use or disclosure of Confidential Information, including such procedures that Franchisor periodically designates. Franchisee shall divulge, in strict accordance with those portions of Franchisor's Operations Manual which are designated as "mandatory" or "required," such Confidential Information only to the employees who must have access to it in order to operate the Franchised Business and who agree to further keep such information confidential. Franchisee acknowledges and agrees that by entering into this Agreement, Franchisee will not acquire any interest in Franchisor's Confidential Information, other than the right to use the Confidential Information that Franchisor periodically designates in operating the Franchised Business during the Term and according to this Agreement's other terms and conditions, and that Franchisee's use of any Confidential Information in any other business would constitute an unfair method of competition with Franchisor and its franchisees. Franchisor owns all right, title and interest in and to the Confidential Information. Franchisee further acknowledges and agrees that the Confidential Information is proprietary and is disclosed to Franchisee only on the condition that Franchisee and its Owners agree to the restrictions set forth in this Section 8.1. Each Owner shall bind themselves to the confidentiality provisions in this Section 8.1 by signing the Franchisor's then-current form of Guaranty or a confidentiality agreement prescribed by Franchisor.

8.2 Franchisee acknowledges and agrees that any information and data relating to or derived from customers of the Franchised Business during the Term, whether obtained from the customer or from any other source shall be Franchisor's property and part of Confidential Information. Franchisor and its Affiliates may use, and allow others to use, such information and data in any manner that Franchisor deems appropriate in connection with the System and subject to Applicable Laws. Franchisee may use such information and data in connection with its Franchised Business but not in association with any other business or capacity. Additionally, Franchisee must comply with Franchisor's then-current policies and procedures regarding the collection, storage, use, processing and transfer of personal or financial data gathered from any customer, which shall be specified in the Operations Manual and may be changed from time to time. If there is a data breach, Franchisee must notify Franchisor and Franchisor may require Franchisee to use a third-party supplier designated by Franchisor, at Franchisee's sole cost and expense, to review and if necessary, remediate such breach or unauthorized access.

8.3 All ideas, concepts, techniques or materials relating to a Franchised Business (collectively, "**Innovations**"), whether or not protectable intellectual property and whether created by or for Franchisee or its Owners, employees or contractors, must be promptly disclosed to Franchisor and will be deemed to be Franchisor's sole and exclusive property, part of the System, and works made-for-hire for Franchisor. To the extent any Innovation does not qualify as a work made-for-hire for Franchisor, by this Section, Franchisee hereby assigns ownership of that Innovation, and all related rights to that Innovation, to Franchisor and agrees to sign (and to cause its Owners, employees and contractors to sign) whatever assignment or other documents Franchisor requests to evidence Franchisor's ownership or to help Franchisor obtain intellectual property rights in the Innovation. Franchisor and its Affiliates have no obligation to make any payments to Franchisee or any other person with respect to any Innovations. Franchisee may use any Innovation in operating the Franchised Business during the Term, unless Franchisor prohibits the use of the proposed Innovation in conjunction with the System. In the event Franchisor elects not to take additional steps to commercialize any Innovation, Franchisor agrees to meet with Franchisee to discuss opportunities that may exist with respect to such Innovation.

9. ACCOUNTING AND RECORDS

9.1 Maintenance of Books, Records and Accounts. During the Term, Franchisee shall maintain and preserve, for at least seven (7) years from the dates of their preparation, full, complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Operations Manual or otherwise in writing, including, but limited to, the

requirement to maintain all such data in the then-current approved accounting software required for use in the operation of the Franchised Business.

9.1.1 Accounting Application. Franchisee must use the then-current accounting application software prescribed by Franchisor from time to time as described in the Operations Manual. Franchisee must install and maintain a software connection to enable accurate and complete transmittal of accounting data from Franchisee to Franchisor at the times and in the manner specified by Franchisor in the Operations Manual. Franchisee must update its master file records to comply with changes to the accounting practices prescribed by Franchisor. Franchisor is not responsible for any technical support for the software.

9.1.2 Reporting from Application. Franchisee must electronically transmit to Franchisor all data stored on Franchisee's accounting application on a daily basis.

9.2 Monthly Gross Service Sales Reports. Franchisee shall submit to Franchisor, no later than the date each monthly Royalties payment is due during the Term, a statement on forms prescribed by Franchisor and signed by Franchisee (or if Franchisee is a corporation or limited liability company, by its principal executive officer or managing member) accurately reflecting all Gross Service Sales for each category of service performed during the preceding month and such other data or information as Franchisor may require. The Franchisor shall have the right to distribute and/or publish the monthly Gross Service Sales for the Franchised Business without compensation to or the prior consent of Franchisee.

9.3 Financial Statements. Franchisee shall, at its expense, submit to Franchisor, upon request, within thirty (30) days after request, an internally prepared complete income statement and balance sheet or copies of the annual and interim financial statements prepared by the auditors or accountants of Franchisee. Each financial statement (or part thereof) submitted to Franchisor shall be signed by Franchisee attesting that it is true and correct.

9.4 Certified Financial Statements. Upon request from Franchisor, Franchisee, at its expense, shall submit to Franchisor, within ninety (90) days after receipt of Franchisor's request, complete financial statements for the preceding calendar year, including both a profit and loss statement and a balance sheet certified by an independent public accountant, all federal, state or other tax returns, together with such other information in such form as Franchisor may reasonably require. Unless otherwise agreed to by Franchisor or as otherwise set forth in the Operations Manual, the financial statements shall be prepared in accordance with generally accepted accounting principles.

9.5 Other Information. Franchisee shall also submit to Franchisor, for review or auditing, such other forms, reports, records, information and data as Franchisor may reasonably designate, in the form and at the time reasonably required by Franchisor, upon request and as specified from time to time in the Operations Manual or otherwise in writing.

9.6 Audit Rights. Franchisor or its authorized agent or representative shall have the right at any time during business hours, and without prior notice to Franchisee, to audit or cause to be audited the sales reports, purchasing reports, advertising expenditures, tax returns and schedules and other forms, information and supporting records which Franchisee is required to submit to Franchisor hereunder, including all inventory records and the books and records of the Franchised Business and of any entity which owns or operates the Franchised Business. Franchisee shall fully cooperate with representatives of Franchisor and/or independent accountants hired by Franchisor conducting any such audit. The parties agree to deliver the relevant documents and conduct the audit in a diligent and expeditious manner. In the event any such audit shall disclose an understatement of the Gross Service Sales of the Franchised Business, Franchisee shall pay to Franchisor, within thirty (30) days after receipt of the audit report, the Royalties and Advertising Fund Contributions due on the amount of such understatement, plus interest from the due date until the date of payment at the highest legal rate for open account business credit in the state in which the Franchised Business is located (or in the absence of such rate, at the rate of one and one-half percent (1.5%) per month). Further, in the event such audit is made necessary by the failure of Franchisee to furnish reports, supporting records, or other information, as required by this Agreement or if the audit reveals an understatement of Gross Service Sales for any period or periods greater than one percent (1%), Franchisee shall reimburse Franchisor for the cost of such audit, including the charges of any independent accountant and/or third-party vendor and the travel expenses, room and board and compensation of employees of Franchisor and its authorized agents or representatives. The foregoing remedies shall be in addition to all other remedies and rights of Franchisor hereunder or under Applicable Laws. The auditing rights granted to Franchisor hereunder are to apply to Franchisor's auditing of Franchisee and the Franchised Business and not to an unrelated business operated separate and apart from the Franchised Business by Affiliates of Franchisee.

10. **ADVERTISING.** Recognizing the value of advertising, and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

10.1 Local Advertising. Franchisee shall spend not less than the percentage of monthly Gross Service Sales as set forth in Section 7 of Exhibit A on local advertising. Local advertising, sales activity, and other marketing activities are subject to approval by Franchisor and must be consistent with the then-current sales and marketing guidelines (which will be updated from time to time as Franchisor deems necessary). All such local advertising conducted by Franchisee shall be conducted in a dignified manner and conform to Franchisor's requirements as set forth in the Operations Manual or otherwise in writing.

10.2 Approval of Advertising. Franchisee shall submit to Franchisor's Business Development Consultant (BDC), for its prior approval (except with respect to the prices to be charged), samples of all advertising and promotional plans and materials that Franchisee desires to use and that have not been prepared or previously approved by Franchisor. If not disapproved or otherwise rejected by Franchisor within twenty (20) days after the date Franchisor received such materials, Franchisor shall be deemed to have given the required approval.

10.3 Advertising Fund. Franchisor shall have the right, in its sole discretion, to establish or discontinue a national advertising fund for the promotion of System Businesses, Core Services, and the Proprietary Marks (the "**Advertising Fund**"). Franchisee shall make contributions to the Advertising Fund as required under Section 4.2 of this Agreement. The Advertising Fund shall be maintained and administered by Franchisor. Franchisee acknowledges that Franchisor has established a national Advertising Fund as described in this Agreement.

10.3.1 Franchisor has established an Advertising Committee which provides guidance, counsel and communication as it relates to the creation of advertising programs funded through the Advertising Fund. The Committee is composed of franchisees selected by Franchisor and members of Franchisor's marketing department. The Committee does not have the right to approve, cancel, modify or create any marketing and promotional programs as the Committee only serves in an advisory role. All advertising programs are subject to the final approval of Franchisor. Franchisee agrees and acknowledges that the Advertising Fund is intended to help enhance the general public recognition and acceptance of the Proprietary Marks for the benefit of the SM Licenses and that Franchisor does not undertake any obligation in administering the Advertising Fund to make expenditures for the benefit of Franchisee which are equivalent or proportionate to its contributions, or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising.

10.3.2 Franchisor or its designee will from time to time formulate, develop, produce and conduct marketing and promotional programs in the form and media as Franchisor or its designee determines to be most effective. Franchisee agrees to participate in all marketing and promotions as Franchisor determines to be appropriate for the benefit of the System. The Advertising Fund may be used to meet any and all costs of maintaining, administering, directing and preparing advertising and promoting the programs, products and services offered by its franchisees including the cost of preparing and conducting digital and social marketing activities, television, radio, magazine and newspaper advertising campaigns and other sales, marketing, sponsorships, promotional and public relations activities; producing and maintaining marketing systems and tools, employing advertising agencies; employee salaries, salesperson commissions and other related costs and expenses; the costs relating to any toll-free number maintained by Franchisor and used in advertising and marketing campaigns; providing promotional brochures and other marketing materials to franchisees; monitoring and/or managing social media relating to the brand; and such other costs and expenses as Franchisor, in its sole discretion, deems appropriate and in the best interests of all or any of its franchisees. All sums paid by franchisees to the Advertising Fund shall be maintained in a Franchisor account and tracked on a separate profit and loss statement and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable administrative costs and overhead, if any, as Franchisor may incur in activities reasonably related to the administration or direction of the Advertising Fund and advertising programs including conducting market research, preparing marketing, promotional and advertising materials, and collecting and accounting for assessments for the Advertising Fund. The proportionate compensation of Franchisor's and its Affiliates' employees who devote time and render services in the formulation, development and production of such marketing and promotion programs or the administration of the Advertising Fund, will be paid from the Advertising Fund. All Company-owned Franchised Businesses will contribute to the Advertising Fund on the same basis as the franchisees. Franchisor will not use the Marketing Funds principally to solicit new franchise sales. For the avoidance of any doubt, the Advertising Fund shall be deemed general funds, and shall not be deemed to be trust funds; and Franchisor shall have no obligation to spend on marketing or promotion amounts in excess of those funds actually

collected from franchisees.

10.3.3 Franchisor shall control all advertising and listings for Franchisee and other franchisees of Franchisor in online directories, including Google My Business, Yelp, and Facebook, in order to maintain proper search engine optimization practices. Franchisor may grant Franchisee editable rights in the content of such online advertising and listings upon written request by Franchisee. Franchisee specifically agrees that all telephone numbers, including toll-free and local numbers, used at the Franchised Business or in advertising the Franchised Business will belong to Franchisor and be maintained in the name and for the use designated by Franchisor. Franchisee shall be responsible for all maintenance and other charges related to each telephone number used by the Franchised Business. Without Franchisor's prior written approval, Franchisee will (a) not employ and/or publish any other telephone number for customer use in connection with the Franchised Business and (b) use only roll-overs or other forwarding functions authorized by Franchisor. Franchisee specifically understands and agrees that Franchisor will have the exclusive use and control of all of these telephone numbers immediately upon expiration or earlier termination of this Agreement. Franchisee must sign and deliver to Franchisor its standard form of documents to facilitate the foregoing, including any and all assignment of rights as maybe required by telephone companies and communications service providers.

10.3.4 A financial review of the operation of the Advertising Fund shall be prepared annually by Franchisor. Within ninety (90) days after the annual review is provided to the Committee, the Franchise Council may request an audit of expenses to be performed by an independent certified public accountant selected by the Committee. The annual review and any audit shall be made available to Franchisee upon request. The cost of the financial review and any audit shall be charged to the Advertising Fund.

11. INSURANCE

11.1 Insurance Required. Franchisee shall at all times during the Term maintain in force at Franchisee's sole expense the insurance coverage for the Franchised Business in the amounts, covering the risks, and containing only the exceptions and exclusions that Franchisor periodically specifies. All of Franchisee's insurance carriers must be rated A or higher by A.M. Best and Company, Inc. (or such similar criteria as Franchisor may periodically specify). These insurance policies must be in effect on or before the deadlines Franchisor specifies. All coverage must be on an "occurrence" basis, except for the employment practices liability insurance coverage, which is on a "claims made" basis. All policies shall apply on a primary and non-contributory basis to any other insurance or self-insurance that Franchisor or its Affiliates maintain. All general liability and workers compensation coverage must provide for waiver of subrogation in favor of Franchisor and its Affiliates. Franchisor may periodically increase the amounts of coverage required and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. All such liability insurance policies shall name Franchisor and its Affiliates as additional insureds and shall provide that Franchisor receive thirty (30) days' prior written notice of termination, expiration or cancellation of any such policy. Franchisee shall submit to Franchisor, or Franchisor's designated agent, annually a copy of the certificate of or other evidence of the renewal or extension of each such insurance policy.

11.2 Coverage Requirements. The required policies of insurance to be maintained by Franchisee shall be as set forth in the Operations Manual or otherwise in writing, and shall include, at a minimum, the following: (i) Workers' compensation and occupational disease insurance as may be required by applicable state or federal law, (ii) Comprehensive General Liability insurance, including products and completed operations coverage, (iii) Business automobile liability coverage for owned, hired, and non-owned vehicles or any auto, and (iv) all other insurance required by applicable state or federal law. Some SM Licenses may require different or additional insurance policies, as specified in the Operations Manual from time to time.

11.3 Failure to Maintain. Franchisee shall submit to Franchisor, or Franchisor's designated agent, annually a copy of the certificate of or other evidence of the renewal or extension of each such insurance policy. Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees in the Operations Manual or otherwise in writing, Franchisor shall have the right, at its option and in addition to any other rights and remedies, to procure such insurance coverage on Franchisee's behalf, and to charge the cost to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon Franchisee's receipt of written notice. Franchisee shall promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to Franchisor, on demand, such costs and fees.

11.4 Obligation to Obtain. Franchisee's obligation to obtain and maintain insurance policy or policies as specified by Franchisor shall neither be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 17.3 of this Agreement.

12. ASSIGNMENT

12.1 Transfer by Franchisor. Franchisor shall have the right to transfer or assign this Agreement or all or any part of its rights or obligations under this Agreement to any person or legal entity including to distributors of Franchisor, without the approval or consent of Franchisee. Franchisee agrees to execute any forms as Franchisor may reasonably request to acknowledge or effectuate any such assignment by Franchisor. Franchisee and each Owner of Franchisee and/or Affiliates, and the transferee (and each owner and/or Affiliate of the transferee) must sign a General Release.

12.2 Transfer by Franchisee.

12.2.1 Franchisee's Owners. Franchisee represents and warrants that Section 29.3 of this Agreement completely and accurately identifies all Owners and describes their ownership interests (whether direct or indirect) in Franchisee as of the Effective Date.

12.2.2 Transfer by Franchisee-Defined. Franchisee acknowledges that the rights and duties this Agreement creates are personal to Franchisee and its Controlling Owners and that Franchisor has granted Franchisee the rights under this Agreement in reliance upon Franchisor's perceptions of Franchisee's and its Controlling Owners' collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, unless otherwise specified in this Section 12.2, neither this Agreement (or any interest in this Agreement), the Franchised Business or substantially all of its assets, nor any ownership interest in Franchisee or any Owner (if such Owner is a legal entity) may be transferred (as defined in this Agreement) without complying with the terms and conditions applicable to such transfer in this Section12.2. A transfer of the Franchised Business' ownership, possession, or control, or substantially all of its assets, may be made only with a transfer of this Agreement. Any transfer without complying with the terms and conditions applicable to such transfer in this Section 12.2 including Franchisor's approval is a material breach of this Agreement. Franchisor reserves the right to conduct an audit of the Franchised Business as a pre-condition to consent to Transfer.

12.2.3 Non-Control Transfers. Subject to the other provisions of this Section 12.2, Franchisee and/or any of its Owners may consummate any Non-Control Transfers, without seeking or receiving Franchisor's consent, if (i) neither the proposed transferee nor any of its direct and indirect owners (if the transferee is a legal entity) own, operate, or are directly or indirectly involved in any Competing Business; (ii) such transfer does not, whether in one transaction or a series of related transactions (regardless of the time period over which these transactions take place), result in the transfer or creation of a direct or indirect Controlling Ownership Interest in Franchisee; and (iii) promptly after the closing of such Non-Control Transfer, Franchisor receives written notice of such Non-Control Transfer from Franchisee, together with payment of the then-current Change Fee, which notice shall fully and completely describe such Non-Control Transfer and the parties involved in such Non-Control Transfer and certify in writing to Franchisor that any such Non-Control Transfer complied with the terms of this Agreement. Within thirty (30) days after the effective date of any Non-Control Transfer, Franchisee shall provide Franchisor (i) an updated list of Owners of Franchisee (if the previous list of Owners provided to Franchisor has changed) and their ownership interests in a form that Franchisor prescribes and (ii) such other information as Franchisor reasonably requests from time to time concerning any new Non-Controlling Owners. Failure to provide such notice and requested information within thirty (30) days is an incurable event of default and will be counted as an event of default as set out in Sections 13.3.5 and 13.3.13 below.

12.2.4 Control Transfers. Franchisee must notify Franchisor in writing at least ten (10) days in advance of Franchisee's listing the Franchised Business or a direct or indirect Controlling Ownership Interest in Franchisee for sale and promptly send Franchisor all information that Franchisor reasonably requests regarding any proposed sale. In connection with any proposed Control Transfer, Franchisee must submit to Franchisor, on behalf of the proposed transferee, a complete application for a new franchise agreement (the "**Change of Ownership Application**"), accompanied by payment of Franchisor's then-current application fee (if any). The same qualifications apply to all potential transferees including spouses, adult children, and existing managers of the business. Franchisor will process the Change of Ownership Application according to this Section 12.2.4 and its then-current procedures for such transfers. Franchisor has sixty (60) days from its receipt of the completed and signed Change of Ownership

Application to consent or withhold its consent to the proposed Control Transfer. No Control Transfer may occur without Franchisor's prior written consent. If Franchisee (and each of its Personal Guarantors) is substantially complying with this Agreement, then, subject to the other provisions of this Section 12.2, Franchisor will not unreasonably withhold its approval of a Control Transfer if all of the following conditions are met before or concurrently with the effective date of the Control Transfer:

12.2.4.1 the transferee and each of its direct and indirect owners (if the transferee is a legal entity) has, in Franchisor's judgment, the necessary business experience, good moral character and business reputation, aptitude and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise), the financial resources to operate the Franchised Business, and satisfies all eligibility requirements necessary to participate in the applicable Program;

12.2.4.2 Franchisee has paid all amounts owed to Franchisor, its Affiliates and third party vendors, and has not violated any provision of this Agreement or any other agreement with Franchisor or its Affiliate, in each case during both the sixty (60) day period before Franchisee requested Franchisor's consent to the transfer and the period between Franchisee's request and the effective date of the transfer;

12.2.4.3 at the transferee's expense and upon such other terms and conditions as Franchisor may reasonably require, Franchisor may require the transferee (or if the transferee is a corporation or limited liability company, the transferee's officers or owners) to complete the training courses then in effect for new franchisees;

12.2.4.4 the transferee and its owners (if the transfer is of this Agreement), or Franchisee and its Owners (if the transfer is of a Controlling Ownership Interest in Franchisee or one of its Controlling Owners), at Franchisor's sole discretion, either (a) sign Franchisor's then-current form of franchise agreement and related documents for use with existing Programs (including guarantees and assumptions of obligations), any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, including the royalty fee and marketing contributions, and the term of which franchise agreement will be, at Franchisor's option, a five (5) year term or the remaining unexpired portion of the term of Franchisee's existing franchise agreement or (b) assume Franchisee's existing franchise agreement for the remaining unexpired portion of the term and sign any related documents (including guarantees and assumptions of obligations);

12.2.4.5 Franchisee and its Owners and/or Personal Guarantors sign a termination agreement in Franchisor's then-current form, and Franchisee and each of its Owners, and the transferee and each owner of any equity ownership interest in the transferee, shall have executed a General Release in a form satisfactory to Franchisor. In addition, each Owner of Franchisee and its Personal Guarantors shall sign all documents Franchisor requests evidencing their agreement to release Franchisor and to remain liable or assume liability for all obligations to Franchisor and its Affiliates existing before the effective date of the transfer;

12.2.4.6 Franchisor has determined that Franchisee's or the transferee's (as applicable) overall financial status following the transfer will not adversely affect the operation of the Franchised Business;

12.2.4.7 Franchisee (if Franchisee will no longer operate the Franchised Business) and its transferring Owners agree that they will not directly or indirectly at any time or in any manner use any Proprietary Mark, copyrighted materials or Confidential Information, except as otherwise permitted under any then effective agreement with Franchisor or its Affiliates;

12.2.4.8 neither the transferee nor its owners own, operate, or are directly or indirectly involved in any Competing Business; and

12.2.4.9 upon granting of approval for the transfer of the Franchised Business, Franchisee shall pay Franchisor the then-current transfer, training and processing fees (the "**Transfer Fees**"). Franchisor may discount the Transfer Fees in accordance with Franchisor's then-current policies for transfers to a spouse or an adult child of a Franchisee's Controlling Owner or to qualified managers of the Franchised Business (as may be defined in the Operations Manual from time to time).

Franchisor may review all information regarding the Franchised Business that Franchisee gives the proposed transferee, correct any information that Franchisor believes is inaccurate, and give the proposed transferee copies of any reports

that Franchisee has given Franchisor or Franchisor has made regarding the Franchised Business. Franchisor reserves the right to conduct an audit of the franchised business as a pre-condition to Transfer.

12.2.5 Permitted Control Transfers. Notwithstanding Section 12.2.4: (i) any Controlling Owner may, without Franchisor's prior written consent and without complying with the other terms and conditions of Section 12.2.3, transfer its interest in Franchisee (or Franchisee's Controlling Owner) to any other entity in which such Controlling Owner owns (directly or indirectly) all of the ownership interests; and (ii) any Owner who is an individual may, without Franchisor's prior written consent and without complying with the other terms and conditions of Section 12.2, transfer his or her interest in Franchisee (or Franchisee's Owner) to a trust or other entity that he or she establishes for estate planning purposes, as long as he or she is a trustee of, or otherwise controls the exercise of the rights in Franchisee (or Franchisee's Owner) held by, the trust or other entity, continues to comply with and ensures the trust's or other entity's compliance with the applicable provisions of this Agreement (if such Owner is a Personal Guarantor), and notifies Franchisor in writing of the transfer at least ten (10) days prior to its anticipated effective date. Dissolution of or transfers from any trust or other entity described in this Section 12.2.5 are subject to all applicable terms and conditions of Sections 12.2.2 or 12.2.3.

12.2.6 Transfer to Competitor Prohibited. Franchisee will not sell, assign or transfer this Agreement, any interest in Franchisee or the Franchised Business, or any assets or accounts of Franchisee or the Franchised Business, to any person, partnership, corporation or entity that owns, operates, franchises, develops, consults with, manages, is involved in, or controls any business that is in any way competitive with Franchisor or the Franchised Business. If Franchisor refuses to permit a transfer or assignment based upon this provision, Franchisee's only remedy will be to have a court of competent jurisdiction determine whether the proposed transferee is a competitor of Franchisor.

12.2.7 Transfer to Corporation or Limited Liability Company. In the event the proposed transfer is to a corporation, limited liability company or other legal entity, Franchisor's consent to such transfer may, in its sole discretion, be conditioned on the requirements set forth in Section 5.5 of this Agreement.

12.2.8 Transfer of Ownership Interests Upon Death. Upon the death or mental incompetency of a person with a Controlling Ownership Interest in Franchisee or one of its Controlling Owners, that person's executor, administrator, or personal representative ("**Representative**") must, within six (6) months after the date of death or mental incompetency, transfer the Owner's interest in Franchisee or the Controlling Owner to a third party, subject to Franchisor's approval and the conditions set forth in Section 12.2.4. In the case of a transfer by devise or inheritance, if the heirs or beneficiaries cannot meet the conditions of Section 12.2.4 within this six (6) month period, the Representative will have nine (9) months from the date of death or mental incompetency to dispose of the interest, subject to Franchisor's approval and the conditions set forth in Section 12.2.4. Franchisor may terminate this Agreement if this required transfer fails to occur in compliance with this Agreement within the required time frame.

12.2.9 Non-Waiver of Claims. Franchisor's consent to a transfer of any interest in the Franchised Business shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

12.2.10 Acknowledgment of Restrictions. Franchisee acknowledges and agrees that the restrictions imposed by Franchisor on transfers in this Section 12.2 are reasonable and necessary to protect the goodwill associated with Franchisor's business operation and the Proprietary Marks, as well as Franchisor's reputation and image and are for the protection of Franchisor and all franchisees that own and operate ServiceMaster businesses. Any attempted assignment or transfer made without complying with the requirements of this Section 12.2 will be void.

12.2.11 Right of First Offer. If Franchisee (or any of its Owners) at any time during the Term determine to sell or transfer for consideration this Agreement, the Franchised Business or all or substantially all of its assets, or a Controlling Ownership Interest in Franchisee or its Controlling Owner (except to or among Franchisee's Owners as of the Effective Date, which is not subject to this Section 12.2.11), then Franchisee must first give Franchisor the opportunity to acquire those rights (the "**Offered Rights**") by delivering written notice to Franchisor. Franchisee's notice must contain the specific terms and conditions of the proposed sale or transfer, including the proposed consideration and the terms of any financing Franchisee or its Affiliate will provide for the proposed purchase price (the "**Offer Terms**"). The Offer Terms must relate exclusively to the Offered Rights and not to any other assets or rights. Franchisor will then have forty-five (45) days after receiving the Offer Terms to notify Franchisee whether Franchisor elects to acquire the Offered Rights on the Offer Terms, provided that (1) Franchisor may substitute cash, a

cash equivalent, or marketable securities for any form of payment proposed in the Offer Terms (such as ownership interests in an entity) and may elect to pay the net present value of any payments to be made over time; and (2) Franchisor must receive, and Franchisee and its Owners agree to make, all customary representations, warranties, and indemnities in Franchisor's purchase, including representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; liabilities affecting the assets, contingent or otherwise; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Franchised Business before the closing. If Franchisor exercises the right of first offer, the closing will take place at a location and on a date (within thirty (30) days after Franchisor delivers its notice of exercise to Franchisee) that Franchisor chooses. Franchisor and Franchisee will sign documents, including deeds, affidavits, transfers and assignments, and any other documents necessary or appropriate for the sale or transfer of the Offered Rights. Franchisee must satisfy all liens, mortgages, and/or encumbrances on the Franchised Business. Franchisor and Franchisee will share equally any closing costs. If Franchisor notifies Franchisee in writing that Franchisor does not intend to exercise its right of first offer with respect to any Offer Terms, or fails to notify Franchisee of Franchisor's decision within the forty-five (45) day period described above, then Franchisee thereafter may offer the Offered Rights to any third party on terms no more favorable to that party than the Offer Terms. However, Franchisee or its Owners may sell or transfer the Offered Rights only if Franchisor otherwise approves the transfer in accordance with, and Franchisee (and its Owners) and the transferee comply with the conditions in Section 12.2 of this Agreement. This means that, even if Franchisor does not exercise Franchisor's right of first offer, if the proposed transfer otherwise would not be allowed under Section 12.2, Franchisee (or its Owners) may not move forward with the transfer. If Franchisee later elects to offer the Offered Rights on terms which are more favorable to the buyer than the Offer Terms, or, if Franchisee elects to change the Offered Rights, then Franchisee must first offer those new terms to Franchisor according to the procedures described above. In addition, if Franchisee does not sell or transfer the Offered Rights in compliance with this Section 12.2.11 and the conditions in Section 12.2, within twelve (12) months after Franchisor first receives notice of the Offered Rights, then the rights under this Section 12.2.11 shall once again apply with respect to those Offer Terms, and Franchisee may not sell or transfer for consideration the Offered Rights without first giving Franchisor the opportunity to acquire those rights according to this Section 12.2.11.

13. TERMINATION OF FRANCHISE

13.1 Termination after Opportunity to Cure. In addition to its right to terminate this Agreement as provided in Section 13.3, Franchisor shall have the right to terminate this Agreement upon written notice to Franchisee in the event Franchisee or any of its Owners fails to comply with any provision of this Agreement or any Software License, any mandatory Standard, including any procedures or requirements set forth in the Operations Manual or any Standard relating to image or customer service or treatment, and does not correct such failure within seven (7) days if such failure relates to the use of any Proprietary Mark or the payment of any money to Franchisor, its Affiliates or to any other party under this Agreement or any other agreement, otherwise within thirty (30) days after written notice of such failure to comply (which shall describe the action that Franchisee must take) is delivered to Franchisee. By way of example but not limitation, the following circumstances are the type intended to be covered by this Section 13.1: (i) Franchisee fails to timely pay any of its obligations or liabilities due and owing Franchisor, its Affiliates, suppliers, banks, purveyors, other creditors or to any federal, state or municipal government including, if applicable, federal and state income, sales, property, withholding and unemployment taxes; or (ii) Franchisee submits to Franchisor two (2) or more monthly reports, financial statements or other information or supporting records in any period of twelve (12) consecutive months which understate by five percent (5%) or more any financial information required in the monthly report or distorts any other material information; or (iii) Franchisee fails to obtain an overall satisfactory report on any field audit or Quality Assured inspection of the Franchised Business within ninety (90) days after receiving an unsatisfactory inspection report or evaluation.

13.2 Termination of Agreement. If Franchisor, in its sole discretion, has given the written notice set forth in Section 13.1 of this Agreement and Franchisee fails to correct the alleged breach set forth in the notice within the period of time specified in Section 13.1 of this Agreement or under Applicable Laws, then this Agreement will automatically terminate on the first minute after 12:00 midnight on the thirty-first (31st) day or the eighth (8^{th}) day, as applicable, after the date of the notice of breach, or after expiration of the cure period required by Applicable Laws, without any further action by Franchisor. At the sole discretion of Franchisor, a terminated franchisee may be reinstated.

13.3 Franchisor's Immediate Termination Rights without Opportunity to Cure. Franchisor will have the absolute right, unless precluded by Applicable Laws, to terminate this Agreement effective upon delivery of notice of termination to Franchisee, if:

13.3.1 Franchisee becomes insolvent by reason of Franchisee's inability to pay its debts as they become due or makes an assignment for the benefit of creditors or an admission of Franchisee's inability to pay its obligations as they become due;

13.3.2 Franchisee files a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any Applicable Laws, or admits or fails to contest the material allegations of any such pleading filed against Franchisee, or is adjudicated a bankrupt or insolvent or a receiver or other custodian is appointed for a substantial part of the assets of Franchisee or the Franchised Business, or a final judgment remains unsatisfied or of record for ninety (90) days or longer (unless supersedeas bond is filed), or if execution is levied against any substantial part of the assets of Franchisee or the Franchised Business or suit to foreclose any lien or mortgage is instituted against the Franchised Business and not dismissed within ninety (90) days, or if the real or personal property of the Franchised Business is sold after levy of judgment thereupon by any sheriff, marshal or constable, or the claims of creditors of Franchisee or the Franchised Business are abated or subject to a moratorium under any Applicable Laws;

13.3.3 Franchisee has voluntarily or otherwise Abandoned (as defined in Section 28) the Franchised Business;

13.3.4 Franchisee fails or refuses to permit Franchisor access to Franchisee's and/or the Franchised Business' financial information or refuses to produce financial or other business records to Franchisor for review and audit in accordance with this Agreement;

13.3.5 Franchisee on three (3) or more occasions during any twelve (12) consecutive month period fails or refuses to comply with the procedures or requirements set forth in the Manuals or otherwise fails or refuses to comply with the Standards or this Agreement, including non-payment of sums due;

13.3.6 Franchisee is involved in any act or conduct or uses the Proprietary Marks in any way which materially impairs the goodwill associated with the Proprietary Marks or Franchisor's business operations and Franchisee fails to correct the breach within twenty-four (24) hours of receipt of written notice from Franchisor of the specific breach;

13.3.7 Franchisee violates any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the Franchised Business, and permits the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the violation, constitutionality, or legality of such law, ordinance, rule or regulation, and Franchisee promptly resorts to courts or forums of appropriate jurisdiction to contest such violation or legality;

13.3.8 Franchisee or any of its Owners is convicted of or pleads no contest to a felony, a crime involving moral turpitude or any other crime or offense that is likely to adversely affect the reputation of the Franchised Business and the goodwill associated with the Proprietary Marks;

13.3.9 Franchisee fails to maintain or suffers cancellation of any insurance policy;

13.3.10 Franchisee or any Owner makes an unauthorized transfer of the Franchised Business, this Agreement, any ownership rights in Franchisee or any of Franchisee's rights under this Agreement without complying with all applicable provisions of this Agreement;

13.3.11 Franchisee or any Owner violates any of the covenants with respect to the Confidential Information in Section 8 (Confidential Information and Innovations) and the non-compete covenants in Section 15 (Covenants);

13.3.12 Any franchise agreement (or any other agreement of a similar nature) between Franchisee and Franchisor is terminated by Franchisor for any reason, or wrongfully terminated by Franchisee;

13.3.13 Franchisee violates a material provision, term or condition of this Agreement four (4) or more times during the Term of this Agreement, without regard to whether the violations were of a similar or different

nature or whether the violations were corrected within the prescribed cure period after receipt of written notice, signed by an officer of Franchisor, of the violations from Franchisor; or

13.3.14Franchisee fails to meet the Minimum Monthly Sales Requirement three (3) or more times during any nine (9) month period (for the avoidance of doubt, each failure to meet the Minimum Monthly Sales Requirement in a given month shall be considered a separate material default).

13.4 Correction of Breach. For purposes of this Agreement, an alleged breach of this Agreement by Franchisee will be deemed to be "corrected" if both Franchisor and Franchisee agree in writing that the alleged breach has been corrected.

13.5 Other Remedies. Nothing in this Section 13 precludes Franchisor from seeking other remedies or damages under Applicable Laws, this Agreement or any other agreement. Upon the occurrence of any of the events that give rise to Franchisor's right to terminate this Agreement under this Section 13, Franchisor may, at its sole option and upon delivery of written notice to Franchisee, elect to take any or all of the following actions without terminating this Agreement: (i) temporarily remove information concerning the Franchised Business from Franchisor's website and/or stop Franchisee's or its Franchised Business' participation in any other programs or benefits offered on or through Franchisor's Website; (ii) suspend Franchisee's right to participate in one or more programs or benefits that the Advertising Fund provides; and/or (iii) refuse to provide any operational support that this Agreement requires or that Franchisor has elected to provide or suspend any other services that Franchisor or its Affiliates provide to Franchisee under this Agreement or any other agreement.

13.5.1 The imposition of any of Franchisor remedies set forth in this Section 13.5 shall end upon Franchisee's demonstration, to the reasonable satisfaction of Franchisor, that the defaults giving rise to such remedies have been cured.

13.5.2 Franchisor's exercise of its rights under this Section 13.5 will not be a defense for Franchisee to Franchisor's enforcement of any other provision of this Agreement or waive or release Franchisee from any of its other obligations under this Agreement. Franchisor's exercise of these rights will not constitute an actual or constructive termination of this Agreement nor be Franchisor's sole or exclusive remedy for Franchisee's default.

13.5.3 Franchisee must continue to pay all fees and otherwise comply with all of its obligations under this Agreement following Franchisor's exercise of any of these rights.

13.5.4 If Franchisor exercises any of its rights under this Section 13.5, Franchisor may thereafter terminate this Agreement without providing Franchisee any additional corrective or cure period, unless the default giving rise to Franchisor's right to terminate this Agreement has been cured to Franchisor's reasonable satisfaction.

14. OBLIGATIONS UPON TERMINATION

Upon termination or expiration, this Agreement and all rights granted to Franchisee under this Agreement shall immediately terminate, and:

14.1 Association with System. Franchisee shall immediately cease to perform any services or use, by advertising or in any manner whatsoever, any format, methods, procedures and techniques associated with the System and the Program.

14.2 Removal of Name. Franchisee's name shall be withdrawn from all published lists of persons and entities licensed to perform services associated with the System and Franchisee shall not hold itself out to the public as a present or former franchisee of Franchisor.

14.3 Use of Proprietary Marks. Franchisee will (i) cease and terminate all use of the Proprietary Marks and the word "ServiceMaster", in any manner whatsoever, or any colorable imitation thereof, including identification on vehicles and equipment; and (ii) take all steps necessary to disassociate itself from the Proprietary Marks, the Program and the System, such as the withdrawal of all advertising materials, the destruction of all letterheads, and the removal of all signs and any other articles which display the Proprietary Marks and the trade dress associated with the Proprietary Marks, including the removal of all distinctive colors, designs and decals from all aspects of the premises where Franchisee conducted the Franchised Business.

14.4 Transfer of Listings and Accounts. It is agreed between the parties that following termination or expiration of this Agreement, all interest in and rights to use all telephone and facsimile numbers, domain names, listings, email addresses, and social media accounts whether or not bearing the Proprietary Marks (collectively "**listings and accounts**") used by Franchisee in any manner related to the operation of, or applicable to, the Franchised Business shall be transferred to or vested in Franchisor, and Franchisor shall thereupon have the full and exclusive right to use such listings and accounts or to authorize the use thereof by another franchisee of Franchisor. Franchisee hereby appoints Franchisor as its attorney in fact to direct the telephone company and all listing agencies to transfer such listings and accounts to Franchisor or as it may in writing direct. Any amounts owing by Franchisee on account of such listings and accounts shall be paid immediately by Franchisee.

14.5 Return of Operations Manual. Franchisee will immediately return to Franchisor all copies of the Operations Manual or bulletins which have been loaned to Franchisee by Franchisor and cease use of the Operations Manual that have been provided to Franchisee electronically. Franchisee must certify, in a form prescribed by Franchisor, that it has destroyed or returned to Franchisor all Confidential Information and all copies thereof in any format or medium, including paper and electronic files.

14.6 Unfair Competition. Franchisee agrees, in the event it continues to operate or subsequently begins to operate another non-competitive business, not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks or the System either in connection with the operation or the promotion of such other business which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's exclusive rights in and to the Proprietary Marks and the System, and further agrees not to utilize any trade dress or designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor so as to constitute unfair competition.

14.7 Return of Materials and Property. Franchisee shall immediately deliver to Franchisor all materials containing any Proprietary Marks including marketing materials, forms, signs, catalogues, files, instructions, as well as computer software utilized in the operation of the Franchised Business and any and all other materials relating to the operation of the Franchised Business in Franchisee's possession which was furnished by Franchisor, and all copies thereof (all of which Franchisee acknowledges are Franchisor's property), and shall retain no copy or record of any of these materials, except for Franchisee's copy of this Agreement, any correspondence between the parties, and any other documents which Franchisee reasonably needs for compliance with any provision of Applicable Laws. At the option of Franchisor, and at a time established by Franchisor during business hours following termination or expiration of the Franchise, Franchisee shall, at Franchisor's option, destroy all signs, catalogues, marketing materials, forms, invoices and other materials containing any Proprietary Mark in the presence of a representative of Franchisor.

14.8 Cancellation of Assumed Name Registration. Upon the termination or the expiration of this Agreement, Franchisee shall take such action as shall be necessary to cancel any assumed name or equivalent registration which contains the word "ServiceMaster" or any other Proprietary Marks and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

14.9 Option to Purchase. Franchisor shall have the right (but not the duty), to be exercised by notice ("**Option Notice**") of its intent to do so within sixty (60) days after termination or expiration of this Agreement, to purchase from Franchisee all approved equipment, fixtures, and signs and all motor vehicle products and other products, supplies, and materials used in the operation of the Franchised Business and any advertising material, inventory, or other items bearing the Proprietary Marks (the "**Purchased Assets**") at the greater of Franchisee's cost or fair market value. The parties shall have fifteen (15) days after the date of Franchisor's Option Notice to agree upon such fair market value, and if they cannot so agree, an independent third-party appraiser experienced in valuing businesses of this kind shall be appointed by mutual agreement of Franchisor Option Notice. If the parties cannot agree on an appraiser within twenty (20) days of the Option Notice, Franchisor shall and Franchisee who shall then determine the fair market value within thirty (30) days after the date of the unilaterally appoint one. If Franchisee disagrees with such appraiser's determination of fair market value, it may appoint, at Franchisee's sole expense, an appraiser experienced in valuing businesses of this kind, and the two appraisers together shall appoint a third such appraiser, whose services shall be paid for by Franchisee, both of whom shall determine the fair market value. In such event, for purposes of this Section 14.9, "**fair market value**" shall be the average of the two such closest appraisals and that determination shall be final and binding on the parties. Franchisor is entitled to all customary representations, warranties and indemnities in its asset and Premises purchase, including representations and warranties as to ownership and condition of, and title to, assets, liens and encumbrances on assets, validity of contracts and agreements, and

liabilities affecting the assets, contingent or otherwise, and indemnities for all actions, events and conditions that existed or occurred in connection with the Franchised Business prior to the closing of Franchisor's purchase. At the closing, Franchisee agrees to deliver instruments transferring to Franchisor: (i) good and merchantable title to the Purchased Assets and any premises where Franchisee operated the Franchised Business, free and clear of all liens and encumbrances (other than liens and security interests acceptable to Franchisor), with all sales and transfer taxes paid by Franchisee; and (ii) all of the Franchised Business' licenses and permits which may be assigned or transferred. If Franchisee cannot deliver clear title to all of the Purchased Assets or Premises purchased hereunder, or if there are other unresolved issues, the sale will be closed through an escrow. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to off-set all liquidated and undisputed amounts due Franchisor or any of its Affiliates from Franchisee under this Agreement, or any Software License, if any, against any payment therefore. The cost of the first appraisal only shall be borne equally by the parties. Franchisee and its Owners agree that for two (2) years beginning on the closing date, Franchisee and its Owners will be bound by the covenants contained in Section 15. Franchisee and its Owners further agree, subject to Applicable Laws, to sign General Releases, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and Franchisor's and their respective owners, officers, directors, employees, agents, representatives, successors and assigns.

14.10 Compliance with Covenants. Franchisee shall comply with the covenants contained in Section 15 and any other provisions of this Agreement with obligations that continue beyond the expiration or termination of this Agreement.

14.11 Payment of Obligations. Franchisee must pay all Monthly Fees and all amounts of any kind owed to Franchisor and/or any Affiliate, within seven (7) days after (a) such termination or expiration or (b) from a later date when the amounts due can be determined. Franchisor's remedies will include (but are not limited to) the right to collect the present value of these amounts, as well as to accelerate the balances of any promissory notes owed and to receive any other unpaid amounts owed to Franchisor or any affiliate of Franchisor.

14.12 Liquidated Damages.

14.12.1 Franchisor and Franchisee agree that it would be commercially unreasonable and damaging to the integrity of the System if a Franchisee could default and then avoid the financial consequences of its contractual commitment to meet payment obligations for the Term of this Agreement. If Franchisor terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement), then, within seven (7) days thereafter, Franchisee shall pay to Franchisor a lump sum (as liquidated damages for the loss of the benefit of the bargain that Franchisor is entitled to receive and not as a penalty) calculated as follows: (x) the average monthly Royalties and Advertising Fund Contributions that Franchisee owed to Franchisor under this Agreement for the 12-month period preceding the date on which Franchisee ceased operating the Franchised Business (disregarding any fee waivers or reductions granted to Franchisee); multiplied by (y) the lesser of (i) twenty-four (24) or (ii) the number of months remaining in the then-current term of this Agreement. If Franchisee has not operated the Franchised Business for at least 12 months, then (x) will equal the average monthly Royalties and Advertising Fund Contributions that Franchisee owed to Franchisor during the period that Franchisee operated the Franchised Business. The "Average Royalties and Advertising Fund Contributions that Franchisee owed to Franchisor" shall not be discounted or adjusted due to any deferred or reduced Royalties and Advertising Fund Contributions set forth in a policy, other writing, or an addendum to this Agreement, unless this Section 14.12 is specifically amended in a signed addendum.

14.12.2 Franchisee agrees, and Franchisee directs any party construing this Agreement to conclusively presume, that the damages stated in this Section 14.12: (i) are true liquidated damages; (ii) are intended to compensate Franchisor for the harm Franchisor will suffer; (iii) are not a penalty; (iv) are a reasonable estimate of Franchisor's probable loss resulting from Franchisee's defaults, viewed as of the termination date; and (v) will be in addition to all other rights Franchisor has to obtain legal or equitable relief or remedies. If any valid law or regulation governing this Agreement limits Franchisee's obligation to pay, and/or Franchisor's right to receive, the liquidated damages for which Franchisee is obligated under this Section 14.12, then Franchisee shall be liable to Franchisor for any and all damages Franchisor incurs, now or in the future, as a result of Franchisee's breach of this Agreement.

15. COVENANTS

15.1 Best Efforts. Franchisee covenants that during the Term of this Agreement except as otherwise approved in writing by Franchisor, Franchisee and its Owners, officers, and managers shall devote their full-time energy and best efforts to the management and operation of the Franchised Business.

15.2 In-Term Covenant Not to Compete. Franchisee, its Owners, and any Owners' spouses who are in any way involved in the operation of the Franchised Business (the "**Covenanting Parties**") shall not, during the Term, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or other entity:

15.2.1 Divert or attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or

15.2.2 Own, maintain, engage in, or have any interest in any Competing Business anywhere (including inside and outside the Territory); provided, however, that this provision shall not apply to any ownership of Franchisee or an Owner of less than one percent (1%) of the outstanding equity securities of any publicly held corporation or of less than five percent (5%) of an investment fund which owns an interest in a Competing Business.

15.3 Post-Term Covenant Not to Compete. The Covenanting Parties covenant that for a period of one (1) year after the earlier to occur of the expiration or termination of this Agreement or the date of Franchisee's last use of Franchisor's Proprietary Marks or the System in any manner, regardless of the cause of termination, except as otherwise approved in writing by Franchisor, they shall not, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person or entity do or engage in any act proscribed by Section 15.2 of this Agreement, except that the restrictions contained in Section 15.2.2 of this Agreement shall be limited during the post-term period to within the Territory described in Section 1.1 of this Agreement and a twenty-five (25) mile radius from the borders of such Territory. Notwithstanding any other provision of this Agreement, the running of the non-compete period will be tolled for the period that any Covenanting Party fails to comply with the non-compete obligations in this Section 15.3.

15.4 Independent Covenants. The Covenanting Parties agree that each of the covenants contained in Sections 15.2 and 15.3 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 15 is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, the Covenanting Parties expressly agrees to be bound by any lesser covenant subsumed with the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant was separately stated in and made a part of this Section 15.

15.5 Reduction of Scope. The Covenanting Parties understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 15.2 and 15.3 of this Agreement or any portion thereof, without the Covenanting Parties' consent, effective immediately upon receipt by such Covenanting Party of the written notice of the reduction, and each Covenanting Party agrees that it shall immediately comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 21 of this Agreement.

15.6 Binding Other Covenanting Parties. Each Covenanting Party other than Franchisee shall bind themselves to the noncompete provisions in this Section 15 by signing, as applicable, the Franchisor's then-current form of Guaranty or a noncompete agreement prescribed by Franchisor.

15.7 Franchisee May Not Withhold Payments. Franchisee shall not withhold any payments whatsoever due to Franchisor. No endorsement or statement on any check or payment of any sum less than the full sum due to Franchisor shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and Franchisor may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law.

16. TAXES

16.1 Taxes. Franchisee shall promptly pay when due all taxes levied or assessed including unemployment and sales taxes incurred by Franchisee in the conduct of the Franchised Business.

16.2 Disputed Taxes. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or Applicable Laws; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements to its office or other business premises.

17. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

17.1 Independent Contractor. It is understood and agreed by the parties to this Agreement that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose whatsoever. Franchisee shall have the right to profit from its efforts, commensurate with its status as owner of its business, and correspondingly to bear the risk of loss or failure that is characteristic of this status, notwithstanding the affiliation with Franchisor created by this Agreement. Nothing in this Agreement is intended to create a joint employer relationship between the parties, it being expressly understood that any personnel policies or procedures, forms, guidance or other employment related materials or information offered by Franchisor is provided solely for Franchisee's convenience. Franchisee's use of such information is completely optional and should not be construed as any intent or right to control Franchisee's operations, personnel decisions or relationship with its employees. Franchisee is expressly advised to consult its own independent counsel for labor and employment advice.

17.2 Notification of Public. During the Term, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a license from Franchisor. Franchisee agrees to take such affirmative action as may be necessary to do so, as Franchisor may specify in the Operations Manual or otherwise in writing.

17.3 Indemnification. From and after the Effective Date, Franchisee and Owners, jointly and severally, shall indemnify Franchisor and its Affiliates and their respective officers, directors, stockholders, members, managers, partners, employees, agents, attorneys, contractors, legal predecessors, legal successors, and assigns of each of the forgoing entities/individuals (in their corporate and individual capacities) (collectively, all such individuals and entities are referred to herein as the "**Franchisor Indemnitees**") and hold Franchisor Indemnitees harmless to the fullest extent permitted by Applicable Laws, from any and all Losses and Expenses incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party in connection with the selection, development, ownership, operation or closing of the Franchised Business including any customer complaint or the failure of Franchisee to perform any covenant or agreement under this Agreement or any activities of Franchisee on or after the Effective Date, or any claims by any employee of Franchisee arising out of or relating to his or her employment with Franchisee (collectively "**Event**"), and regardless of whether it resulted from any strict or vicarious liability imposed by law on Franchisor Indemnitees, provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by any of Franchisor Indemnitees or the gross negligence or willful acts of any of Franchisor Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to Franchisee).

17.3.1 Promptly after the receipt by any Franchisor Indemnitee of notice of the commencement of any action against such Franchisor Indemnitee by a third party (such action, a "**Third-Party Claim**"), Franchisor Indemnitee will, if a claim with respect thereto is to be made for indemnification pursuant to this Section 17.3, give a claim notice to Franchisee with respect to such Third-Party Claim. No delay or failure on the part of Franchisor Indemnitee in so notifying Franchisee will limit any liability or obligation for indemnification pursuant to this Section 17.3, except to the extent of any material prejudice to Franchisee with respect to such claim caused by or arising out of such delay or failure. Franchisor will have the right to assume control of the defense of such Third-Party Claim, and Franchisee and its Owners will be responsible for the costs incurred in connection with the defense of such Third-Party Claim, with counsel of Franchisee and its insurer's choice. Franchisee's counsel must be reasonably acceptable to Franchisor. Franchisee and its Owners will furnish Franchisor with such information as it may have with respect to such Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist Franchisor in the defense of such Third-Party Claim. The fees and expenses of counsel incurred by Franchisor will be considered Losses and Expenses for purposes of this Agreement. Franchisor may, as it deems necessary and appropriate, take such actions to take remedial or corrective action with respect thereof as may be, in Franchisor's reasonable discretion, necessary for the protection of Franchisor Indemnitees or other Franchised Businesses generally. Franchisor will not agree to any settlement of, or the entry of any judgment arising from, any Third-Party Claim without the prior written consent of Franchisee and its Owners, which will not be unreasonably withheld, conditioned or delayed. Any settlement or compromise of any Third-Party Claim must include a written release from liability of such claim for all Franchisor Indemnitees.

17.3.2 This Section 17.3 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

18. APPROVALS AND WAIVERS

18.1 Written Approval. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor, and such approval or consent shall be obtained in writing.

18.2 No Waiver. No failure of either party to execute any power reserved to it by this Agreement, or to insist upon strict compliance by the other party with any obligation or condition under this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of the right to demand exact compliance with any of the terms of this Agreement. Waiver by one party of any particular default by the other party shall not affect or impair the rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission to exercise any power or right arising out of any breach or default by the other party of any of the terms, provisions or covenants of this Agreement, affect or impair the right to exercise the same, nor shall such constitute a waiver of any right under this Agreement, or the right to declare any subsequent breach or default. Subsequent acceptance by Franchisor of any payments due to it shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

19. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and may be given by personal service, by depositing a copy of the notice in certified or registered mail, with postage fully prepaid, or by overnight express courier in a sealed envelope addressed to the address of Franchisee as set forth in the introductory portion of this Agreement, if notice is to be given to Franchisee. Notice to Franchisor shall be addressed to Franchisor's Vice President of Operations at ServiceMaster Clean/Restore SPE LLC, One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328, if such notice is to be given to Franchisor. The address given in this Agreement for the service of notice may be changed at any time by either party through written notice to be given to the other as provided in the Operations Manual or otherwise in writing. Notice shall be deemed given when mailed to the designated address of Franchisor or Franchisee.

20. CONSTRUCTION AND INTERPRETATION

20.1 Construction and Interpretation. All references in this Agreement in the singular shall be construed to include the plural where applicable, and all covenants, agreements and obligations assumed by Franchisee pursuant to this Agreement shall be deemed to be joint and several covenants, agreements and obligations of the several persons named herein as Franchisee. If Franchisee is a corporation, limited liability company or other legal entity, all covenants, agreements and obligations in this Agreement will apply to the Owners in Franchisee. All captions in the Agreement are intended solely for the convenience of the parties and shall not be deemed to affect the meaning or construction of any provision of this Agreement. The words "**include**," "**including**," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter.

20.2 Franchisor's Sole Discretion. Franchisee understands and agrees that the exercise of judgment is critical to Franchisor's role in the System and to Franchisor's goals for its continuing improvement. Franchisee, Franchisor, and all other franchisees have a collective interest in working within a franchise system with the flexibility to adjust to business conditions, including the competitive environment, new regulatory developments and emerging business opportunities. Therefore, Franchisee and Franchisor agree that the ultimate decision-making responsibility for the System must be vested in Franchisor. When Franchisor uses the phrases "in Franchisor's sole discretion" or other similar phrases, whether in this Agreement or another context, Franchisee and Franchisor agree that Franchisor has the wholly unrestricted right to make decisions and/or take (or refrain from taking) actions. Franchisor shall exercise its judgment however Franchisor considers appropriate in its sole and absolute discretion, without any limitation. Franchisor will not be required to consider any particular interest group, including, Franchisee's individual interests or the interests of any other franchisee(s). So long as Franchisor acts in compliance with the requirements of this Agreement, Franchisor will have no liability for the exercise of Franchisor's discretion in accordance with the provisions of this Agreement.

21. ENTIRE AGREEMENT; AMENDMENTS

21.1 Entire Agreement. This Agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, between Franchisor and Franchisee with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement. This Agreement includes the terms and conditions on Exhibit A, which are incorporated into this Agreement by this reference. To the extent that any provisions of Exhibit A are in direct conflict with the provisions of this Agreement, the provisions of Exhibit A shall control.

21.2 Amendments. Any amendment or modification of this Agreement is invalid unless made in writing and signed by the parties.

21.3 No Other Representations. Franchisee acknowledges that neither Franchisor nor anyone on behalf of Franchisor, has made any representations, inducements, promises or agreements, orally or otherwise, regarding the subject matter of this Agreement which are not embodied in this Agreement, and that no other representations induced Franchisee to execute this Agreement.

22. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

23. SEVERABILITY

23.1 Provisions Severable. Except as expressly provided to the contrary in this Agreement, each section, part, term and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term and/or provision of this Agreement is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties to this Agreement; and the invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement.

23.2 Unenforceable Provisions. In addition to Franchisee's covenants under Section 15 of this Agreement, Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any 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.

23.3 Applicability Only to Parties. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee and their respective successors and assigns as may be contemplated by Section 12 of this Agreement, any rights or remedies under or by reason of this Agreement.

24. DISPUTE RESOLUTION

24.1 Alternative Dispute Resolution Procedure. Except as otherwise provided in Section 24.2 (Excepted Disputes), any claim, dispute, suit, action, controversy, or proceeding of any type whatsoever between (i) any Franchisee Related Parties and (ii) Franchisor, its Affiliates, and/or its or its Affiliates' officers, directors, owners, and employees (the "**Franchisor Related Parties**") relating to (a) this Agreement, (b) the relationship of any of Franchisor Related Parties with any of Franchisee Related Parties, or (c) the Franchised Business, including disputes related to compliance with franchise, labor, or employment laws (collectively, (a) through (c), the "**Covered Disputes**") must be resolved in accordance with the alternative dispute resolution procedures described in this Section 24.1. The Franchisee Related Parties and any Franchisor Related Parties shall all be considered third-party beneficiaries of this Agreement and shall be included in the term "parties" or "party" in this Section 24.

24.1.1 Informal Negotiation. To initiate the dispute resolution process, the party alleging a Covered Dispute must provide the other party with written notice setting forth the alleged Covered Dispute in detail and requesting a meeting (the "**Dispute Notice**"). Each Covered Dispute must be discussed in a face-to-face meeting or, upon

agreement of the parties, in a video or telephone conference call held within thirty (30) days after such Dispute Notice is provided to the other party. Unless otherwise agreed by the parties, the party initiating the process must wait at least thirty (30) days after the Dispute Notice has been delivered to the other party before submitting the dispute to mediation.

24.1.2 Mediation. If the Covered Dispute is not resolved informally as provided in Section 24.1.1 (Informal Negotiation), the party alleging the Covered Dispute must submit the Covered Dispute for non-binding mediation. All parties must attend and participate in the mediation. The mediation shall be governed by the rules of the American Arbitration Association (the "**AAA**") before one mediator selected by the parties, and if the parties cannot agree upon the mediator, then a mediator selected by the AAA. It is the intent of the parties that mediation shall be held not later than thirty (30) days after a written request for mediation shall have been served on the other parties. The mediation shall be held in the metropolitan area of Franchisor's then-current principal place of business (currently, Atlanta, Georgia) and shall not last more than one day, unless the parties agree otherwise. The parties will split equally the cost of any mediation. Any party may be represented by counsel and may, with permission of the mediator, bring persons appropriate to the proceeding.

24.1.3 Arbitration. If the parties do not resolve the Covered Dispute after the conclusion of the mediation, such Covered Dispute must be subject to and resolved exclusively by binding arbitration. **This means that all Covered Disputes that either party would otherwise have the legal right to sue for in court shall be subject to final and binding arbitration under the arbitration provisions setforth in this Section 24.1.3 and not decided by a court or a jury.** If there are any ambiguities in the terms or conditions of this Section 24, it is the parties' intent that all ambiguities be resolved in favor of arbitration. For the purposes of this Section 24.1.3, Covered Disputes will not include disputes that an applicable federal statute provides cannot be arbitrated or cannot be subject to a pre-dispute agreement to arbitrate.

24.1.3.1 Arbitration Procedure. Either party may commence arbitration by sending written demand for arbitration to the other party. The arbitration proceeding shall be conducted by one arbitrator and, except as otherwise provided in this Section 24, shall be conducted in accordance with the then-current Commercial Arbitration Rules of the AAA. All arbitration proceedings will be held at the offices of the AAA or other suitable offices that Franchisor selects in the metropolitan area in which its principal place of business is then located (currently, Atlanta, Georgia). The arbitrator shall have no authority to select a different hearing locale. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

24.1.3.2 Scope. The arbitrator (and not a court) shall decide all issues in any Covered Dispute, including issues regarding the non-availability of class arbitration, timeliness, arbitration procedures, statute of limitations, and all other issues regarding the application, interpretation, enforceability, coverage, and implementation of this Section 24.1.3, including whether the parties have entered into this Agreement. In accordance with Section 24.5 (Mutual Waiver of Class or Collective Actions), the arbitrator shall have no authority to consider or resolve any claim or issue in a Covered Dispute on any basis other than on an individual basis and may not consolidate or join one or more Covered Disputes pertaining to Franchisee or another Franchisee Related Party with any other dispute(s).

24.1.3.3 Relief. The arbitrator shall have the power and authority to award any remedy or relief available under Applicable Laws, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs (in accordance with Section 22 (Costs of Enforcement)), except the arbitrator may not (a) declare any Proprietary Mark generic or otherwise invalid or (b) award any special, consequential, exemplary, or punitive damages against either party, except as expressly provided in Section 24.4 (Mutual Waiver of Punitive Damages).

24.1.3.4 Binding Decision. The decision and award of the arbitrator will be final, conclusive, and binding on all parties regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator, and judgment on the award, including any partial, temporary or interim award, may be entered in any court of competent jurisdiction (and such proceeding shall not itself be deemed a Covered Dispute).

24.1.3.5 Confidentiality. All evidence, testimony, records, documents and information disclosed in any arbitration hearing between the parties will be secret and confidential in all respects. Neither party will disclose any evidence, testimony, records, documents or information from any arbitration hearing to any other person or entity except as required or expressly permitted by Applicable Laws.

24.2 Exceptions to Alternative Dispute Resolution.

24.2.1 Excepted Disputes. Unless Franchisor consents in writing otherwise, the following Covered Disputes will not be subject to or resolved through the informal negotiation, non-binding mediation, and binding arbitration procedures specified in Section 24.1 (Alternative Dispute Resolution Procedure) and will instead be resolved through litigation: (a) disputes relating to Franchisee's use of the Proprietary Marks (including Lanham Act or common law claims); (b) disputes that otherwise relate to the ownership or validity of any of Franchisor's intellectual property or the enforcement of Franchisor's intellectual property rights; (c) disputes that involve protection of Franchisor's Confidential Information; (d) disputes related to the enforcement of Section 15 (Covenants); and (e) disputes related to the payment of sums that any of the Franchisee Related Parties owes to any of the Franchisor Related Parties (collectively, "**Excepted Disputes**").

24.2.2 Injunctive Relief. Notwithstanding the parties' agreement to resolve Covered Disputes through the informal negotiation, non-binding mediation, and binding arbitration procedures specified in Section 24.1 (Alternative Dispute Resolution Procedure), either party will have the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution of the actual Covered Dispute that would otherwise be subject to arbitration; provided, however, that such party must contemporaneously submit the Covered Dispute for arbitration on the merits as provided in Section 24.1.3 (Arbitration). In addition to any other relief available at law or equity, Franchisor will have the right to obtain restraining orders or temporary or permanent injunctions to, among other things: (a) enforce the provisions of this Agreement related to the use or protection of the Proprietary Marks, Confidential Information, other components of the System, or other intellectual property of any of Franchisor Related Parties; (b) enforce the non-compete covenants in Section 15 (Covenants); (c) enforce the obligations of any Franchisee Related Party on termination or expiration of this Agreement; and (d) prohibit any act or omission by any Franchisee Related Party that is a violation of Applicable Laws or that threatens to harm the Proprietary Marks, the System, or the business of other franchisees or Franchisor Related Parties. Franchisee agrees that Franchisor Related Parties will not be required to prove actual damages or post a bond in excess of $1,000 or other security in seeking or obtaining injunctive relief (both preliminary and permanent) and/or specific performance with respect to this Agreement.

24.2.3 Forum for Litigation. Any litigation related to an Excepted Dispute will be filed exclusively in the state court or United States District Court for the district in which Franchisor has its principal place of business at the time of filing. The parties waive all questions of personal jurisdiction and venue for the purpose of carrying out this provision. Notwithstanding the foregoing, Franchisor may enforce this Agreement in the courts of the state or states in which Franchisee is domiciled or the Franchised Business is operated.

24.3 **MUTUAL WAIVER OF JURY TRIAL. THE PARTIES EACH KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY A JURY IN ANY COVERED DISPUTE AND ANY RIGHT TO HAVE A COVERED DISPUTE BE DECIDED BY A COURT OR A JURY.**

24.4 **MUTUAL WAIVER OF PUNITIVE DAMAGES. EXCEPT FOR (A) CLAIMS RELATED TO THE FRANCHISEE RELATED PARTIES' OBLIGATION TO INDEMNIFY FRANCHISOR AND THE FRANCHISOR INDEMNITIES FOR THIRD-PARTY CLAIMS UNDER PARAGRAPH 17.3 (INDEMNIFICATION), (B) CLAIMS RELATED TO ANY OF THE FRANCHISEE RELATED PARTIES' INFRINGEMENT OF ANY OF THE FRANCHISOR RELATED PARTIES' INTELLECTUAL PROPERTY, AND (C) CLAIMS RELATED TO ANY FRANCHISEE RELATED PARTIES' BREACH OF ITS OBLIGATIONS UNDER PARAGRAPH 8 (CONFIDENTIAL INFORMATION AND INNOVATIONS), NEITHER PARTY WILL BE ENTITLED TO RECOVER SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES UNDER THIS AGREEMENT.**

24.5 **MUTUAL WAIVER OF CLASS OR COLLECTIVE ACTIONS. FRANCHISOR AND FRANCHISEE EACH WAIVE ANY RIGHT TO BRING ANY CLAIMS ON A CLASS-WIDE OR GROUP, REPRESENTATIVE, CONSOLIDATED, JOINT, OR COLLECTIVE BASIS. EACH PARTY MUST BRING ANY CLAIMS AGAINST THE OTHER PARTY ON AN INDIVIDUAL BASIS AND MAY NOT JOIN ANY CLAIM IT MAY HAVE WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR OTHERWISE PARTICIPATE IN A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER PARTY.**

24.6 **TWO-YEAR LIMITATION ON CLAIMS. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR COVERED DISPUTES WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING IS COMMENCED IN THE PROPER FORUM WITHIN TWO YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OMISSION, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM**, except for

claims (which may be brought by any Franchisor Related Party against any Franchisee Related Party at any time): (a) relating to third-party claims or suits brought against any Franchisor Related Party as a result of the operation of the Franchised Business; (b) relating to the enforcement of any intellectual property rights of any Franchisor Related Party; (c) relating to Franchisee's non-payment or underpayment of amounts owed to a Franchisor Related Party; (d) concerning the obligations of any Franchisee Related Party under Section 8 (Confidential Information and Innovations) or Section 15 (Covenants) of this Agreement; (e) related to the non-compliance of any Franchisee Related Parties with any post-termination obligations under this Agreement; and (f) regarding an assignment of this Agreement or any ownership interest therein.

24.7 No Collateral Estoppel. No arbitration finding, conclusion or award may be used to collaterally estop either party from raising any like or similar issue or defense in any subsequent arbitration, litigation, court hearing or other proceeding involving third parties, including other franchisees.

24.8 Remedies Not Exclusive. No right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under Applicable Laws. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

24.9 No Recourse. Franchisee acknowledges and agrees that except as provided under an express statutory liability for such conduct, none of Franchisor's past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for (i) any of Franchisor's obligations or liabilities relating to or arising from this Agreement, (ii) any claim against Franchisor based on, in respect of, or by reason of, the relationship between Franchisee and Franchisor, or (iii) any claim against Franchisor based on any of Franchisor's alleged unlawful act or omission. For the avoidance of doubt, this provision constitutes an express waiver of any claims based on a theory of vicarious liability, unless such vicarious claims are authorized by a guarantee of performance or statutory obligation. It is not meant to bar any direct contractual, statutory, or common law claim that would otherwise exist.

24.10 Attorneys' Fees and Costs. Franchisee agrees to reimburse Franchisor for all expenses Franchisor reasonably incurs (including attorneys' fees): (i) to enforce the terms of this Agreement or any obligation owed to Franchisor by Franchisee and/or its Owners (whether or not Franchisor initiates a legal proceeding, unless Franchisor initiates and fails to substantially prevail in such court or formal legal proceeding); and (ii) in the defense of any claim Franchisee and/or its Owners assert against Franchisor on which Franchisor substantially prevails in court or other formal legal proceedings. Franchisor agrees to reimburse Franchisee for all expenses Franchisee reasonably incurs (including attorneys' fees): (a) to enforce the terms of this Agreement or any obligation owed to Franchisee by Franchisor (whether or not Franchisee initiates a legal proceeding, unless Franchisee initiates and fails to substantially prevail in such court or formal legal proceeding); and (b) in the defense of any claim Franchisor asserts against Franchisee on which Franchisee substantially prevails in court or other formal legal proceedings.

24.11 Survival. This Section 24 will survive termination, expiration, and/or rescission of this Agreement.

25 GOVERNING LAW

25.1 Governing Law. Except to the extent governed by the United States Trademark Act (the Lanham Act) or the Federal Arbitration Act, this Agreement and all disputes directly or indirectly related to or arising from this Agreement shall be governed, interpreted, and construed under the laws of the State of Georgia, which laws shall prevail in the event of any conflict of law, without regard to the application of any Georgia conflict-of-law rules.

25.2 Survival. This Section 25 will survive termination, expiration, and/or rescission of this Agreement.

26 PRICES

Nothing in the Agreement is to be construed to prevent Franchisee from freely setting its own prices and discounts on services or products which it may render or sell pursuant to this Agreement.

27 ACKNOWLEDGMENTS

27.1 Receipt of Franchise Disclosure Document. The Franchisee acknowledges disclosure and receipt of Franchisor's Franchise Disclosure Document at the earlier of at least ten (10) business days prior or fourteen (14) calendar days, whichever is applicable in your state, to the execution of this Agreement, and at least ten (10) business

days or fourteen (14) calendar days, whichever is applicable in your state, before any payment by Franchisee, or at Franchisee's first personal meeting with Franchisor.

27.2 Independent Investigation. The Franchisee acknowledges that it has conducted an independent investigation of the business licensed hereunder and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee as an independent entity. The Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business contemplated by this Agreement.

27.3 Consultation with Advisors. The Franchisee acknowledges that it has received, read and understood this Agreement, the Exhibits to this Agreement, if any, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement.

27.4 Additional Documents. Franchisee and all persons claiming under it shall at any time hereafter, upon the request of Franchisor, make all such further assurances, and execute such additional documents as Franchisor deems necessary to effectuate the terms and conditions of this Agreement.

28 DEFINITIONS

In addition to the terms that are defined in other parts of this Agreement, the following terms have the indicated meanings:

"Abandoned" means closure of the Franchised Business for a period of ten (10) consecutive business days without Franchisor's prior written consent. In addition, a repeated pattern of closures of any Franchised Business for periods of more than three (3) consecutive business days may result in the Franchised Business being deemed Abandoned if, in our sole discretion, such closure adversely impacts the Franchised Business. The Franchised Business shall not be deemed Abandoned if the closure is due to acts of God or other matters beyond Franchisee's control (other than Franchisee's inability to procure revenue or projects), provided that (i) Franchisee gives notice of any such closure to Franchisor within ten (10) days after the initial occurrence of the event resulting in the closure, (ii) Franchisor acknowledges in writing that the closure is due to one of the foregoing causes, and (iii) Franchisee resumes operating the Franchised Business in an approved location within sixty (60) days or such longer period as Franchisor may permit after the initial occurrence of the event which resulted in the closure.

"**Additional Core Services**" has the meaning that is specified in Exhibit A, if such term is applicable to the License.

"**Affiliate**" means, with respect to a party, any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling, such party. For purposes of this definition, "**control**" means the power to direct or cause the direction of management and policies.

"**Applicable Laws**" means all relevant or applicable national, state and local laws, including statutes, rules, regulations, ordinances, directives, and codes.

"**Brand Owner**" means any entity that (a) is either a franchisor or owner of a Competing Brand (defined below), (b) manages or otherwise operates franchised businesses exclusively for the franchisor or owner of a Competing Brand, or (c) is an Affiliate of any entity described in (a) or (b) above.

"**Competing Business**" means a business which (a) operates a concept that has at least three (3) businesses operating under that concept's trade name anywhere in the world and that, in Franchisor's reasonable opinion, offers or provides products or services that are the same as, similar to, or competitive with the products or services offered under the License, any of the other SM Licenses, or any other franchise program licensed by Franchisor, (b) offers or performs any of the various programs and services licensed by Franchisor included within the System, including the Core Services and Additional Core Services (if any), or (c) manages, franchises, or licenses any of the businesses described in (a) or (b).

"**Confidential Information**" means any information related to the System that Franchisor discloses to Franchisee and that Franchisor designates as confidential, or that, by its nature, would reasonably be expected to be held in confidence or kept secret. Without limiting the definition of "Confidential Information," all of the following will be

conclusively presumed to be Confidential Information whether or not Franchisor designates them as such: (i) Operations Manual; (ii) pricing information; (iii) materials describing the franchise network and System; (iv) the sources (or prospective sources) of supply and all information related to or concerning the same, including the identity and pricing structures with suppliers; (v) the training materials; (vi) Franchisor's marketing plans and development strategies; (vii) customer information and data; (viii) Standards and specifications issued by Franchisor and (ix) all other information Franchisor gives to Franchisee in confidence. "Confidential Information" does not include information, knowledge or know-how that is or becomes generally known in the clean and restoration industries (without violating an obligation to Franchisor or its Affiliates) or that Franchisee knew from previous business experience before Franchisor provided it to Franchisee (directly or indirectly) or before Franchisee began training or operating the Franchised Business.

"**Control Transfer**" means any transfer (as defined below) of (a) this Agreement (or any interest in this Agreement), (b) the Franchised Business or all or substantially all of its assets, (c) a Controlling Ownership Interest in Franchisee, whether in one transaction or a series of related transactions (regardless of the time period over which these transactions take place), or (d) a Controlling Ownership Interest in any Controlling Owner (if such Owner is a legal entity), whether in one transaction or a series of related transactions (regardless of the time period over which these transactions take place).

"**Controlling Owner**" means an individual or legal entity holding a direct or indirect Controlling Ownership Interest in Franchisee.

"**Controlling Ownership Interest**" in a legal entity means, whether directly or indirectly, either (a) the record or beneficial ownership of, or right to control, fifty percent (50%) or more of the investment capital, equity, rights to receive profits or losses, or other rights to participate in the results of the entity, or (b) the effective control of the power to direct or cause the direction of that entity's management and policies, including a general partnership interest (with respect to an entity that is a partnership) and a manager or managing member interest (with respect to an entity that is a limited liability company), or the power to appoint or remove any such party. In the case of (a) or (b), the determination of whether a "Controlling Ownership Interest" exists is made both immediately before and immediately after a proposed transfer.

"**Core Services**" has the meaning that is specified in Exhibit A.

"**Effective Date**" means the date listed on page one of this Agreement, regardless of the date upon which Franchisor and Franchisee sign this Agreement.

"**Franchisee Related Parties**" means (i) Franchisee, its Affiliates, and/or its Owners, (ii) any owners, officers, directors, employees, spouses, family members, or agents of Franchisee, its Affiliates, and/or its Owners, and/or (iii) any other entities or persons acting through, or in concert, with Franchisee, its Affiliates, and/or its Owners.

"Good Standing" means, with respect to Franchisee, Franchisee is deemed to be in "Good Standing" if Franchisee and each of its Owners and Affiliates (a) are in full compliance with all Obligations, (b) have not had any Related Agreements terminated during the Term as a result of their default, (c) have satisfied the Monthly Minimum Sales Requirement in the most recently completed month, (d) have not received during the Term more than three default notices under this Agreement or any Related Agreement, and (e) have no pending or threatened litigation or disputes with Franchisor, its Affiliates, or its approved vendors. "**Obligations**" include all obligations to Franchisor, its Affiliates, or its approved vendors, whether arising under (i) this Agreement, (ii) any other agreement between Franchisee (and/or any of its Owners or Affiliates) and Franchisor (and/or any of its Affiliates or approved vendors) ("**Related Agreements**"), (iii) the Operations Manual, or (iv) other Standards or requirements specified by Franchisor.

"Gross Service Sales" means **(X)** all charges and/or revenues which are billed, received, or earned by Franchisee, any Franchisee Related Parties, and/or any Subcontractors engaged by Franchisee:

F. by, at, or in connection with the Franchised Business or the use of any of the Proprietary Marks;
G. relating to the kinds of goods or services available now or in the future through the Franchised Business and/or distributed in association with the Proprietary Marks or the System;
H. relating to the operation of any Similar Business;
I. with respect to any co-branding activities (including goods or services provided under, or in conjunction with, a mark other than the Proprietary Marks); and/or
J. with respect to any other revenues of any kind received from third parties related to the operation of the Franchised Business, including any revenue received from Franchisor or its Affiliates (such as revenue

collected by Franchisor or its Affiliates directly from customers that is related to work performed by Franchisee) or from vendors (such as rebates or referral fees); **less**

(Y) any approved adjustments that may be deducted in accordance with the royalty remittance policy in the Operations Manual, as such policy may be revised from time to time. Unless otherwise specified in the Operations Manual or by Franchisor in writing, Gross Service Sales includes all revenue at the time billed and must be reported monthly on an accrual basis in the month the work was billed to the customer, regardless of when and if such revenue is collected by Franchisee. Unless otherwise specified in the Operations Manual, any expenses related to goods or services provided to Franchisee or customers by Franchisee Related Parties (acting as a Subcontractor, vendor, or otherwise) will not be deductible as an adjustment from Gross Service Sales.

"**Losses and Expenses**" means losses, liabilities, claims, penalties, damages (compensatory, exemplary, and punitive), fines, payments, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, assessments, compromises, compensation for damages to Franchisor's reputation and goodwill, and all other costs associated with any of the foregoing losses and expenses.

"**Non-Control Transfer**" means any transfer (as defined in this Agreement) of (a) a Non-Controlling Ownership Interest in Franchisee, (b) a Non-Controlling Ownership Interest in any Controlling Owner (if such Owner is a legal entity), or (c) a Controlling Ownership Interest or non-Controlling Ownership Interest in any Non-Controlling Owner (if such Owner is a legal entity).

"**Non-Controlling Owner**" means any Owner which is not a Controlling Owner.

"**Owner**" means any person or entity holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in Franchisee, including any person or entity who has a direct or indirect interest in Franchisee, this Agreement, the franchise, or the Franchised Business and any person or entity who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets or any capital appreciation relating thereto.

"**Proprietary Marks**" means the trademarks, service marks and trade names together with the related logo(s), including designs, stylized letters, and colors, that Franchisor permits Franchisee to use in connection with the Franchised Business and any other additional or substituted trademarks, trade names, service marks or logos that Franchisor later adopts and authorizes Franchisee in writing to use.

"**Similar Business**" means any business that offers, is otherwise involved in, or deals with any goods, products and/or services, which are substantially similar to those goods, products, and/or services now or in the future authorized by Franchisor to be offered at or from a System Business or otherwise (including any such enterprise and/or entity awarding franchises or licenses to operate or be involved with any such business), including the Core Services and Additional Core Services (if any). Franchisor's receipt of any Royalties with respect to any Similar Business is not an approval of Franchisee's involvement with any Similar Business.

"**Standards**" means the guidelines, standards, specifications, rules, requirements, and directives Franchisor establishes from time to time for the operation of a Franchised Business, including interior and exterior design and décor and equipment.

"**Subcontractor**" means any third party or Franchisee Related Party that contracts directly with Franchisee to carry out work for Franchisee.

"**Transfer**" (whether or not such term is capitalized) means and includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition of any interest in this Agreement; Franchisee; the Franchised Business or substantially all of its assets; any of Franchisee's Owners (if such Owner is a legal entity); or any right to receive all or a portion of the Franchised Business', Franchisee's, or any Owner's profits or losses or any capital appreciation relating to the Franchised Business, Franchisee or any Owner. An assignment, sale, gift, or other disposition includes the following events: (a) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest; (b) merger or consolidation or issuance of additional securities or other forms of ownership interest; (c) any sale or other transfer of a security or other interest convertible to an ownership interest; (d) transfer in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law; (e) transfer by will, declaration of or transfer in trust, or under the laws of intestate succession; and (f) foreclosure upon or exercising any similar rights or remedies with respect to any security interest in this Agreement (to someone other than Franchisor), the Franchised

Business or an ownership interest in Franchisee or one of its Owners, foreclosure upon the Franchised Business, or Franchisee's transfer, surrender, or loss of the Franchised Business, possession, control, or management.

29. REPRESENTATIONS BY FRANCHISEE

29.1 Significant Dates. The Franchisee hereby certifies that the following information and dates are true and correct and the undersigned understands that Franchisor is relying on these statements in consideration of entering into this Agreement.

(1)_____ The date on which Franchisee received a Franchise Disclosure Document with all exhibits (Must be same date as date entered on Item 23 Receipt Page)

(2)_____ The date of Franchisee's first personal meeting with a Marketing Representative to discuss the possible purchase of this Agreement. (Does not apply to renewal of existing License)

Name of Individuals involved in the Sales Process:_____
_____
_____
_____

(3)_____ The date Franchisee received a completed copy (except for signatures) of this Agreement that was later signed.

(4)_____ The date on which Franchisee signed this Agreement

(5)_____ The date on which Franchisee delivered any deposit, down payment, purchase price or other payment in the form of cash, check, or other consideration to the Marketing Representative.

29.2 Specific Claims and/or Representations by Franchisee.

29.2.1 No oral, written, or visual claim or representation which contradicted the Franchise Disclosure Document was made to Franchisee except

_____

(if none, Franchisee shall write "none")

29.2.2 No oral, written, or visual claim or representation which contradicted the Franchise Disclosure Document was relied upon by Franchisee in signing the Agreement except:

_____

(if none, Franchisee shall write "none")

29.2.3 No oral, written, or visual claim or representation which stated or suggested any sales, income or profit levels was made to Franchisee except Item 19 of this Disclosure and:

_____

(if none, Franchisee shall write "none")

29.2.4 No oral, written, or visual claim or representation which stated or suggested any sales, income or profit levels except those made in Item 19 of this Disclosure were relied upon by Franchisee in signing the Agreement except:

_____

(if none, Franchisee shall write "none")

29.2.5 Franchisee acknowledges and agrees that they may not receive and are not entitled to receive leads and/or jobs from national account programs offered by Franchisor from time to time, and that if they do receive such leads or jobs: (a) those leads or jobs may not be distributed equally; (b) the model for distributing those leads will be designated in Franchisor's sole discretion and may be modified from time to time; (c) national account customers may limit the number of participating franchisees in a market and direct work to specific franchisees; (d) lead and/or job volume varies greatly across the United States, and that some geographic regions have few or no

leads/jobs.

29.2.6 Franchisee acknowledges and agrees that the Franchised Business may be impacted by many risks, including those outside Franchisee's or Franchisor's control such as economic, political or social disruption, including COVID-19. In addition, Franchisee acknowledges and agrees that the COVID-19 outbreak and any preventative or protective actions that federal, state, and local governments may take in response to this pandemic may result in a period of business disruption, reduced customer demand, and reduced operations for the Franchised Business, and that the extent to which the COVID-19 outbreak impacts the Franchised Business will depend on future developments which are highly uncertain and which Franchisor cannot predict.

I have read Section 29.2, understand it, and agree with it.

Your Initials:_____/_____/_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, year and place first above written.

FRANCHISOR

SERVICEMASTER CLEAN/RESTORE SPE LLC

_____

Name:_____

Title:_____

FRANCHISEE

By: _____

(Signature of owner, partner, member, or duly authorized officer, indicating office held)

By: _____

(If partnership with spouse or other person, partner signs here. If additional members, member signs here.
If additional officers must sign, officer signs, indicating office held.)

By: _____

(If third partner, the third partner signs here) If additional members, member signs here.
If additional officers must sign, officer signs, indicating office held.)

PERSONAL GUARANTY AND AGREEMENT TO BE BOUND PERSONALLY BY THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement by Franchisor, and for other good and valuable consideration, the undersigned (including, if Franchisee is a corporation or limited liability company, each of the members of the limited liability company and each owner of the corporation in their individual capacities) do, jointly and severally hereby become surety and guaranty, and agree to be personally bound for the payment of all amounts and the performance of the covenants, terms and conditions of the Franchise Agreement, to be paid, kept and performed by Franchisee as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Franchise Agreement.

In addition to the other Franchise Agreement provisions, each of the undersigned agree to be personally bound to the confidentiality provision in Section 8.1 of the Franchise Agreement and the noncompete covenants in Sections 15 of the Franchise Agreement.

In addition, if Franchisee fails to comply with or defaults on any other terms and conditions of the Franchise Agreement, then the undersigned, and any successors or assigns to this agreement, do hereby, individually, jointly and severally, promise and agree to comply with the terms and conditions of the Franchise Agreement for and on behalf of Franchisee.

Except as precluded by applicable law, each of the undersigned hereby submits to personal jurisdiction exclusively in the state and federal courts of the State of Georgia with respect to any litigation, action or proceeding pertaining to this Personal Guaranty or the Franchise Agreement, and agrees that all such proceedings will and must be venued in the State of Georgia. Each of the undersigned consents and agrees that they are subject to and will abide by the dispute resolution provisions contained in the Franchise Agreement.

Notwithstanding anything in this Guaranty to the contrary, the undersigned, if Franchisee is in full compliance with this Franchise Agreement and all other agreements between Franchisee and Franchisor and its affiliates, shall have no personal liability for any indemnity obligation under Section 17.3 of the Franchise Agreement if and for so long as Franchisee obtains and maintains in full force and effect the following additional insurance policies, with Franchisor named as an additional insured under all such policies which provide actual coverage for the claim for which ServiceMaster is to be indemnified. For revenues reported by Franchisee for the last twelve (12) months which equal or are less than $3,000,000, and in addition to the insurance requirements set forth in Section 11.2 of the Franchise Agreement, a general liability umbrella or excess liability policy of $1,000,000 of additional coverage (including automobile liability). For revenues reported by Franchisee for the last twelve (12) months which exceed $3,000,000, $2,000,000 is required.

PERSONAL GUARANTORS

_____, individually	_____, individually
Signature	Signature
Print Name_____	Print Name_____
_____	_____
Home Address	Home Address
_____	_____
City, State and Zip	City, State and Zip
_____, individually	_____, individually
Signature	Signature
Print Name_____	Print Name_____
_____	_____
Home Address	Home Address
_____	_____
City, State and Zip	City, State and Zip

EXHIBIT A: Disaster Restoration Services License

This Exhibit is attached to and is an integral part of the ServiceMaster Restore® Franchise Agreement dated _____ (the "**Agreement**"), by and between ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Restore (the "**Franchisor**") and «Franchisee Name» (the "**Franchisee**"), doing business under the name, «DBA Name». To the extent that any provisions of Exhibit A are in direct conflict with the provisions of the Agreement, the provisions of this Exhibit A shall control.

1. LICENSE (Recitals): A Disaster Restoration Services License is being licensed to Franchisee under this Agreement. Franchisee understands and agrees that no other program or services are licensed to Franchisee under the Agreement. Pursuant to this Disaster Restoration Services License, Franchisee is licensed to, and is required to, offer and provide through the Franchised Business (a) Core Services and (b) Additional Services. In addition, Franchisee may offer and provide through the Franchised Business (i) Construction Services (if it complies with Paragraph 11 of this Exhibit A and signs a Construction Services Amendment), (ii) Supplemental Services, and (iii) Floor Care Services.

   "**Core Services**" currently include a full range of the following services: (a) disaster restoration services delivered primarily to customers who have experienced loss from water damage or other manmade or natural events or disasters, including fires, floods, earthquakes, storms, and systems failures (including sewer, plumbing electrical or otherwise); and (b) commercial services delivered to the management or tenants of any commercial or institutional building. Specifically, these services currently include (i) water mitigation (emergency water mitigation/restoration 24 hours per day), (ii) structural drying (including carpet, walls, wood floors and other relevant structural materials), (iii) structural cleaning (post fire/smoke and post construction), (iv) mold remediation (state licensing may be required), (v) contents cleaning and moving (inventory, pack-out, moving, cleaning, storage, and pack-back), (vi) biohazard and trauma cleaning, (vii) cleaning and disinfection to limit the survival of viruses and emerging viral pathogens, (viii) consulting, and (ix) equipment rental.

   "**Additional Core Services**" currently include the following services, which may be delivered by Franchisee directly or through a Subcontractor (including a general contractor, if licensing is required to perform such services): (i) temporary services (board-up, roof tarping, debris removal, and security); (ii) hoarding clean-up; (iii) HVAC/duct cleaning; (iv) textile cleaning (dry cleaning and soft contents); (v) electronics cleaning; (vi) document drying; (vii) art restoration; and (viii) carpet reinstallation.

   "**Supplemental Services**" currently include the following services, which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): (i) carpet and upholstery services (including cleaning, spot and pet odor removal, application of soil and stain protectors, anti-static agents, carpet inspection services, and power washing); (ii) cleaning rendered on a periodic basis (including wall, floor, ceiling and contents cleaning, kitchen and bathroom surface and fixture cleaning, deodorizing, and sanitizing); (iii) washing windows (interior and exterior), blinds, and chandeliers; and (iv) power washing vehicles, decks, aluminum siding, driveways, and other exterior surfaces.

   "**Floor Care Services**" currently include the following services, which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): carpet maintenance, carpet cleaning, hard surface floor maintenance, and furniture cleaning services.

   Franchisee is authorized only to offer or provide the products and services described in this Paragraph 1, unless otherwise specified in the Operations Manual or by Franchisor in writing. For the avoidance of doubt, asbestos abatement is not an approved service.

2. TERRITORY (Section 1.1): The Territory in which the Franchisee is granted a non-exclusive right and license to operate the Franchised Business is:

   -Territory-

3. INITIAL LICENSE FEE AND OPENING PACKAGE FEE (Section 4.1.1):

a) If the Agreement pertains to the original issuance of the license, then the Initial License Fee described in Section 4.1.1 of the Agreement is Seventy-Two Thousand Five Hundred Dollars ($72,500) minus any applicable discounts granted by Franchisor. If the Agreement pertains to an existing license, then no Initial License Fee shall be due, and the name of the person or entity that paid the Initial License Fee shall be indicated on the face of this Exhibit A.

b) If the agreement pertains to the original issuance of the license, the cost of the Opening Package is $_____. If the Agreement pertains to the conversion of an existing business to a System Business, you must purchase the Opening Package. However, you may receive credit for equipment you may already have that meets Franchisor's standards.

4. MONTHLY ROYALTIES (Section 4.1.2): The monthly Royalties shall equal the greater of Two Hundred Fifty Dollars ($250) or ten percent (10%) of Franchisee's monthly Gross Service Sales. The minimum monthly Royalties of $250 shall not be due during the first four (4) full calendar months of the term of the Agreement (the "**Grace Period**"), except that this initial minimum Royalties waiver shall not apply to transfer, renewal, or amended agreements. Moreover, this initial minimum Royalties waiver will not affect or in any way alter Franchisee's obligation to pay all monthly Royalties for services performed by Franchisee during the Grace Period.

5. ADVERTISING FUND CONTRIBUTION (Section 4.2.1): The monthly Advertising Fund Contribution as described in Sections 4.2 of the Agreement shall be the amount equal to the greater of Twenty Dollars ($20) or one percent (1%) of the Franchisee's monthly Gross Service Sales.

6. MINIMUM MONTHLY SALES REQUIREMENT (Section 5.17): The Minimum Monthly Sales Requirement is at least $5,000 in Gross Service Sales in each month of the Term (beginning in the 13th full month of operation of the Franchised Business).

7. OWNERSHIP INTERESTS (Section 5.6): If the Franchisee is a corporation or limited liability company, then in such event:

«Shareholders or members»

shall remain the owners of the capital stock or members of the Franchisee on the terms and conditions set forth in Sections 5.6 and 12.6 of the Agreement.

8. PROPRIETARY MARKS (Section 6.1.2): The Proprietary Marks of Franchisor or its Affiliates licensed to Franchisee under the Agreement are:

REGISTRATION NUMBER	SERVICE MARK
782,584	ServiceMaster
2,085,318	The Color Yellow as applied to a vehicle
3,371,397	RESTORING PEACE OF MIND
3,716,787	SERVICEMASTER RESTORE (word mark)
3,834,551	SERVICEMASTER RESTORE with logo
3,422,244	800-RESPOND (word mark)
3,422,245	866 RECOVER (word mark)

9. ADDITIONAL COMPUTER HARDWARE AND SOFTWARE REQUIRED (Section 6.2): Franchisor may require Franchisee to use a specified operating system in the operation of the Franchised Business. Franchisor will provide at least 30 days' notice of any changes to the hardware and software requirements. Some insurance companies may require a different estimating software, and if you accept jobs covered by these companies, you will be required to have that required software.

10. LOCAL ADVERTISING COMMITMENT (Section 10.1): Franchisee agrees to spend not less than four percent (4%) of its monthly Gross Service Sales on local advertising as described in Section 10.1 of the Agreement. The Advertising Fund Contribution paid by Franchisee will be credited towards satisfying Franchisee's local advertising obligation.

11. CONSTRUCTION SERVICES: Franchisee may not offer Construction Services, unless Franchisee enters into a Construction Services Amendment to this Agreement, which is attached to the Disclosure Document and includes terms related to such offering such services. If Franchisee does not wish to offer Construction Services, it must sign the Construction Services Amendment Opt-Out Option Acknowledgement that is attached to the Disclosure Document. "**Construction Services**" are defined as construction services including, but not limited to, framing carpentry, cabinetry removal and put back/installation, cabinetry repair, roofing, flooring, drywall and plastering, carpet and pad installation, painting, wallpapering installation, and repair of heating, cooling, electrical and plumbing systems, which involve structural reconstruction, cosmetic restoration, or mechanical restoration associated with disaster restoration. Construction Services are included in the calculation of Gross Services Sales.

12. CERTIFICATION FOR RENOVATIONS INVOLVING LEAD-BASED PAINT: The Franchised Business shall maintain at all times during the term of this Agreement a current certification with the United States Environmental Protection Agency ("**EPA**") for renovations involving lead-based paint and fully comply with the EPA's Lead Renovation, Repair and Painting Rule ("**LRRP Rule**"), 40 CFR 745, Subpart E promulgated under the Toxic Substances Control Act ("**TSCA**"), 15 U.S.C. 2682 and 2686 and provide a copy of such certification annually to ServiceMaster Restore.

Additionally, at all times during the Term, at least one employee of the Franchised Business must be certified as a Certified Renovator (as defined in the LRRP Rule) and shall be responsible for training other Franchised Business employees and supervising work practices involving lead-based paint including, but not limited to, removal, clean-up and waste disposal. All removal, clean-up and waste disposal procedures involving lead-based paint must fully comply with the TSCA and the LRRP Rule. Additionally, the Certified Renovator shall maintain complete project files for the services provided for three (3) years following completion of the project in compliance with the TSCA and the LRRP Rules applicable to record keeping.

At a minimum, such project files shall include verifications of owner/occupant receipt of the Renovator Rights pamphlet or documentation of all attempts to inform, documentation of work practices, Certified Renovator certifications, and proof of training of Franchised Business employees by the Certified Renovator.

EXHIBIT A: Recovery Management Services License*

This Exhibit is attached to and is an integral part of the ServiceMaster Restore® Franchise Agreement dated _____ (the "**Agreement**"), by and between ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Restore (the "**Franchisor**") and «Franchisee Name» (the "**Franchisee**"), doing business under the name, «DBA Name». To the extent that any provisions of Exhibit A are in direct conflict with the provisions of the Agreement, the provisions of this Exhibit A shall control.

1. LICENSE (Recitals): A Recovery Management Services License is being licensed to Franchisee under this Agreement. Franchisee understands and agrees that no other program or services are licensed to Franchisee under the Agreement. Pursuant to this Recovery Management Services License, Franchisee is licensed to, and is required to, offer and provide through the Franchised Business: (a) Core Services, (b) Additional Core Services, (c) project and recovery management services, and (d) Commercial Large Loss Disaster Restoration Services, provided that such services shall only be provided to Customers. For purposes of this Exhibit A, "**Customers**" shall mean customers that have the capacity to provide commercial large loss disaster restoration services opportunities meeting or exceeding Five Hundred Thousand Dollars ($500,000) in contract value on a single loss and which are not currently ServiceMaster Restore® customers, unless prior approval is given by Franchisor to market or solicit such existing customers. In addition, Franchisee may provide Construction Services to Customers, if it complies with Paragraph 14 of this Exhibit A and signs a Construction Services Amendment.

   "**Commercial Large Loss Disaster Restoration Services**" shall mean the types of services rendered to commercial Customers directly or through insurance agents, adjusters, and brokers to customers who have experienced loss from water damage or other event or disaster, including but not limited to fire, flood, earthquake, and storm, and systems failure (including sewer, plumbing electrical or otherwise).

   "**Core Services**" currently include a full range of the following services: (a) disaster restoration services delivered primarily to customers who have experienced loss from water damage or other manmade or natural events or disasters, including fires, floods, earthquakes, storms, and systems failures (including sewer, plumbing electrical or otherwise); and (b) commercial services delivered to the management or tenants of any commercial or institutional building. Specifically, these services currently include (i) water mitigation (emergency water mitigation/restoration 24 hours per day), (ii) structural drying (including carpet, walls, wood floors and other relevant structural materials), (iii) structural cleaning (post fire/smoke and post construction), (iv) mold remediation (state licensing may be required), (v) contents cleaning and moving (inventory, pack-out, moving, cleaning, storage, and pack-back), (vi) biohazard and trauma cleaning, (vii) cleaning and disinfection to limit the survival of viruses and emerging viral pathogens, (viii) consulting, and (ix) equipment rental.

   "**Additional Core Services**" currently include the following services, which may be delivered by Franchisee directly or through a Subcontractor (including a general contractor, if licensing is required to perform such services): (i) temporary services (board-up, roof tarping, debris removal, and security); (ii) hoarding clean-up; (iii) HVAC/duct cleaning; (iv) textile cleaning (dry cleaning and soft contents); (v) electronics cleaning; (vi) document drying; (vii) art restoration; and (viii) carpet reinstallation.

   Franchisor may add to, delete, or modify any of the Core Services, Additional Services, and Commercial Large Loss Disaster Restoration Services from time to time and shall include such changes in the Operations Manual.

   Franchisee is authorized only to offer or provide the products and services described in this paragraph, unless otherwise specified in the Operations Manual or by Franchisor in writing. For the avoidance of doubt, asbestos abatement is not an approved service.

2. TERRITORY (Section 1.1): The Territory in which the Franchisee is granted a non-exclusive right and license to operate the Franchised Business is:

   -Territory-

3. SOLICITING AND SERVING CUSTOMERS (Section 1.1): Notwithstanding Section 1.1 of the Agreement, Franchisee may perform services for a customer outside the Territory if such customer initiates the request or is referred to Franchisee by Franchisor. Franchisee may market and solicit pre-approved customers outside the Territory consistent with a pre-approved marketing plan approved by Franchisor and with the marketing standards as defined in the Operations Manual. In the event of a national, regional CAT/Mini CAT, significant weather event, or any single large loss project, if requested by Franchisor, Franchisee will mobilize/dispatch a designated representative(s), equipment, and supplies consistent with the Operations Manual. Franchisee will mobilize/dispatch a designated representative, equipment and supplies, regardless of project size, to the loss site for all project leads within a 500-mile radius of the Territory.

4. INITIAL LICENSE FEE AND OPENING PACKAGE FEE (Section 4.1.1):

   a. Offered only as a transfer or renewal of an existing Recovery Management Services License. If the Agreement pertains to an existing license, then no Initial License Fee shall be due, and the name of the person or entity that paid the Initial License Fee shall be indicated on the face of this Exhibit A.

   b. If the Agreement pertains to the transfer of an existing license, Franchisee may be required to purchase certain supplies and equipment as needed to operate the Franchised Business. However, in a transfer there is no requirement to purchase an Opening Package.

5. MONTHLY ROYALTIES (Section 4.1.2): The monthly Royalties shall equal the greater of Two Hundred Fifty Dollars ($250) or ten percent (10%) of Franchisee's monthly Gross Service Sales.

6. ADVERTISING FUND CONTRIBUTION (Section 4.2.1): The monthly Advertising Fund Contribution as described in Sections 4.2 of the Agreement shall be the amount equal to the greater of Twenty Dollars ($20) or one-half of one percent (0.5%) of the Franchisee's monthly Gross Service Sales.

7. APPROVED SUPPLIERS (Section 5.3): In addition to the supplier requirements specified in Section 5.3, Franchisee agrees to utilize and mentor, to the extent available, a qualified ServiceMaster Restore® franchisee with a Disaster Restoration Services License that is located in the area that a loss occurs, as provided for in the Operations Manual.

8. MINIMUM MONTHLY SALES REQUIREMENT (Section 5.17): The Minimum Monthly Sales Requirement is at least $5,000 in Gross Service Sales in each month of the Term (beginning in the 13th full month of operation of the Franchised Business).

9. OWNERSHIP INTERESTS (Section 5.6): If the Franchisee is a corporation or limited liability company, then in such event:

   «Shareholders or members»

   shall remain the owners of the capital stock or members of the Franchisee on the terms and conditions set forth in Sections 5.6 and 12.6 of the Agreement.

10. PROPRIETARY MARKS (Section 6.1.2): The Proprietary Marks of Franchisor or its Affiliates licensed to Franchisee under the Agreement are:

REGISTRATION NUMBER	SERVICE MARK
782,584	ServiceMaster
2,085,318	The Color Yellow as applied to a vehicle
3,371,397	RESTORING PEACE OF MIND
3,716,787	SERVICEMASTER RESTORE (word mark)
3,834,551	SERVICEMASTER RESTORE with logo
3,422,244	800-RESPOND (word mark)
3,422,245	866 RECOVER (word mark)
2,023,179	SERVICEMASTER RECOVERY MANAGEMENT (word mark)

11. ADDITIONAL COMPUTER HARDWARE AND SOFTWARE REQUIRED (Section 6.2): Franchisor may require Franchisee to use a specified operating system in the operation of the Franchised Business. Franchisor will provide at least 30 days' notice of any changes to the hardware and software requirements. Some insurance companies may require a different estimating software, and if Franchisee accepts jobs covered by these companies, Franchisee will be required to have that required software.

12. LOCAL ADVERTISING COMMITMENT (Section 10.1): Franchisee agrees to spend not less than four percent (4%) of its monthly Gross Service Sales on local advertising as described in Section 10.1 of the Agreement. The Advertising Fund Contribution paid by Franchisee will be credited towards satisfying Franchisee's local advertising obligation.

13. POST-TERM COVENANT NOT TO COMPETE (Section 15.3): In addition to the post-term covenants not to compete in Section 15.3, Franchisee, its Owners, and any Owners' spouses who are in any way involved in the operation of the Franchised Businesses also covenant that for a period of one (1) year after the later of expiration or termination of this Agreement or the date of Franchisee's last use of the Proprietary Marks or the System in any manner, regardless of the cause of termination, except as otherwise approved in writing by Franchisor, they shall not, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person, persons, partnership, corporation, or other entity market or solicit any prospective customer that Franchisee marketed to or serviced in the twenty-four (24) months prior to the expiration, termination, or last use of the Proprietary Marks or the System.

14. CONSTRUCTION SERVICES: Franchisee may not offer Construction Services, unless Franchisee enters into a Construction Services Amendment to this Agreement, which is attached to the Disclosure Document and includes terms related to such offering such services. If Franchisee does not wish to offer Construction Services, it must sign the Construction Services Amendment Opt-Out Option Acknowledgement that is attached to the Disclosure Document. "**Construction Services**" are defined as construction services including, but not limited to, framing carpentry, cabinetry removal and put back/installation, cabinetry repair, roofing, flooring, drywall and plastering, carpet and pad installation, painting, wallpapering installation, and repair of heating, cooling, electrical and plumbing systems, which involve structural reconstruction, cosmetic restoration, or mechanical restoration associated with disaster restoration. Construction Services are included in the calculation of Gross Services Sales.

15. CERTIFICATION FOR RENOVATIONS INVOLVING LEAD-BASED PAINT: The Franchised Business shall maintain at all times during the term of this Agreement a current certification with the United States Environmental Protection Agency ("**EPA**") for renovations involving lead-based paint and fully comply with the EPA's Lead Renovation, Repair and Painting Rule ("**LRRP Rule**"), 40 CFR 745, Subpart E promulgated under the Toxic Substances Control Act ("**TSCA**"), 15 U.S.C. 2682 and 2686 and provide a copy of such certification annually to ServiceMaster Restore.

    Additionally, at all times during the Term, at least one employee of the Franchised Business must be certified as a Certified Renovator (as defined in the LRRP Rule) and shall be responsible for training other Franchised Business employees and supervising work practices involving lead-based paint including, but not limited to, removal, clean-up and waste disposal. All removal, clean-up and waste disposal procedures involving lead-based paint must fully comply with the TSCA and the LRRP Rule. Additionally, the Certified Renovator shall maintain complete project files for the services provided for three (3) years following completion of the project in compliance with the TSCA and the LRRP Rules applicable to record keeping.

    At a minimum, such project files shall include verifications of owner/occupant receipt of the Renovator Rights pamphlet or documentation of all attempts to inform, documentation of work practices, Certified Renovator certifications, and proof of training of Franchised Business employees by the Certified Renovator.

16. DISTRIBUTION OF LEADS AND REFERRAL FEES: Franchisor may from time to time receive leads from prospective customers. Franchisor shall distribute leads to franchisees that have Recovery Management Licenses in the sole discretion of Franchisor. Franchisee may or may not receive any leads from Franchisor. In addition, should Franchisee not be in Good Standing or in compliance with any of the standards of the

License and/or System, Franchisee shall not be eligible to receive any leads from Franchisor. Franchisee shall pay Franchisor a job lead fee for each lead, as defined in the Operations Manual. Franchisee shall also pay a referral fee of between two percent (2%) and five percent (5%) of Gross Service Sales to Franchisor on all leads on claims over Three Thousand Dollars ($3,000) that are referred by Franchisor to Franchisee as defined in the Operations Manual. These fees will be deducted from payments received by Franchisor from customers.

17. PERSONNEL. Notwithstanding anything to the contrary in this Agreement, all services licensed under this Agreement shall be performed solely by Franchisee's employees and/or Franchisee, except as provided in the Operations Manuals.

18. MARKETING PLAN: Franchisee will establish and submit to Franchisor for approval a marketing plan that meets the marketing standards in the Operations Manual. Franchisee agrees as part of the marketing plan to provide contact information on all prospective customers marketed or solicited by Franchisee.

*Offered only as a renewal or transfer of an existing Recovery Management Services License.

EXHIBIT A: Small Market Services License*

This Exhibit is attached to and is an integral part of the ServiceMaster Restore® Franchise Agreement dated _____ (the "**Agreement**"), by and between ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Restore (the "**Franchisor**") and «Franchisee Name» (the "**Franchisee**"), doing business under the name, «DBA Name». To the extent that any provisions of Exhibit A are in direct conflict with the provisions of the Agreement, the provisions of this Exhibit A shall control.

1. LICENSE (Recitals): A Small Market Services License is being licensed to Franchisee under this Agreement. The Franchisee understands and agrees that no other program or services are licensed to Franchisee under the Agreement. Pursuant to this Small Market Services License, Franchisee is Franchisee is licensed to, and is required to, offer and provide through the Franchised Business Core Services and Additional Services to the management or tenants of any commercial, institutional, or multi-family residential building within a Territory that is classified as a Small Market Service Area. A "**Small Market Service Area**" is generally a town or towns with a population of 12,000 or less, which is situated 20 miles or more from another town of 12,000 or more. In addition, Franchisee may provide Construction Services, if it complies with Paragraph 11 of this Exhibit A and signs a Construction Services Amendment.

   "**Core Services**" currently include a full range of the following services: (a) disaster restoration services delivered primarily to customers who have experienced loss from water damage or other manmade or natural events or disasters, including fires, floods, earthquakes, storms, and systems failures (including sewer, plumbing electrical or otherwise); and (b) commercial services delivered to the management or tenants of any commercial or institutional building. Specifically, these services currently include (i) water mitigation (emergency water mitigation/restoration 24 hours per day), (ii) structural drying (including carpet, walls, wood floors and other relevant structural materials), (iii) structural cleaning (post fire/smoke and post construction), (iv) mold remediation (state licensing may be required), (v) contents cleaning and moving (inventory, pack-out, moving, cleaning, storage, and pack-back), (vi) biohazard and trauma cleaning, (vii) cleaning and disinfection to limit the survival of viruses and emerging viral pathogens, (viii) consulting, and (ix) equipment rental.

   "**Additional Core Services**" currently include the following services, which may be delivered by Franchisee directly or through a Subcontractor (including a general contractor, if licensing is required to perform such services): (i) temporary services (board-up, roof tarping, debris removal, and security); (ii) hoarding clean-up; (iii) HVAC/duct cleaning; (iv) textile cleaning (dry cleaning and soft contents); (v) electronics cleaning; (vi) document drying; (vii) art restoration; and (viii) carpet reinstallation.

   Franchisor may add to, delete, or modify any of the Core Services or Additional Services from time to time and shall include such changes in the Operations Manual.

   Franchisee is authorized only to offer or provide the products and services described in this Paragraph 1, unless otherwise specified in the Operations Manual or by Franchisor in writing. For the avoidance of doubt, asbestos abatement is not an approved service.

2. TERRITORY (Section 1.1): The Territory in which the Franchisee is granted a non-exclusive right and license to operate the Franchised Business is:

   -Territory-

3. INITIAL LICENSE FEE AND OPENING PACKAGE FEE (Section 4.1.1):

   a. Offered only as a transfer or renewal of an existing Small Market Services License. If the Agreement pertains to an existing license, then no Initial License Fee shall be due, and the name of the person or entity that paid the Initial License Fee shall be indicated on the face of this Exhibit A.

   b. If the Agreement pertains to the transfer of an existing license, Franchisee may be required to purchase certain supplies and equipment as needed to operate the Franchised Business. However, in a transfer there is no requirement to purchase an Opening Package.

4. MONTHLY ROYALTIES (Section 4.1.2): The monthly Royalties shall equal the greater of Two Hundred Fifty Dollars ($250) or ten percent (10%) of Franchisee's monthly Gross Service Sales.

5. ADVERTISING FUND CONTRIBUTION (Section 4.2.1): The monthly Advertising Fund Contribution as described in Sections 4.2 of the Agreement shall be the amount equal to the greater of Twenty Dollars ($20) or one percent (1%) of the Franchisee's monthly Gross Service Sales.

6. MINIMUM MONTHLY SALES REQUIREMENT (Section 5.17): The Minimum Monthly Sales Requirement is at least $5,000 in Gross Service Sales in each month of the Term (beginning in the 13th full month of operation of the Franchised Business).

7. OWNERSHIP INTERESTS (Section 5.6): If the Franchisee is a corporation or limited liability company, then in such event:

«Shareholders or members»

shall remain the owners of the capital stock or members of the Franchisee on the terms and conditions set forth in Sections 5.6 and 12.6 of the Agreement.

8. PROPRIETARY MARKS (Section 6.1.2): The Proprietary Marks of Franchisor or its Affiliates licensed to Franchisee under the Agreement are:

REGISTRATION NUMBER	SERVICE MARK
782,584	ServiceMaster
2,085,318	The Color Yellow as applied to a vehicle
3,371,397	RESTORING PEACE OF MIND
3,716,787	SERVICEMASTER RESTORE (word mark)
3,834,551	SERVICEMASTER RESTORE with logo
3,422,244	800-RESPOND (word mark)
3,422,245	866 RECOVER (word mark)

9. ADDITIONAL COMPUTER HARDWARE AND SOFTWARE REQUIRED (Section 6.2): Franchisor may require Franchisee to use a specified operating system in the operation of the Franchised Business. Franchisor will provide at least 30 days' notice of any changes to the hardware and software requirements. Some insurance companies may require a different estimating software, and if you accept jobs covered by these companies, you will be required to have that required software.

10. LOCAL ADVERTISING COMMITMENT (Section 10.1): Franchisee agrees to spend not less than four percent (4%) of its monthly Gross Service Sales on local advertising as described in Section 10.1 of the Agreement. The Advertising Fund Contribution paid by Franchisee will be credited towards satisfying Franchisee's local advertising obligation.

11. CONSTRUCTION SERVICES: Franchisee may not offer Construction Services, unless Franchisee enters into a Construction Services Amendment to this Agreement, which is attached to the Disclosure Document and includes terms related to such offering such services. If Franchisee does not wish to offer Construction Services, it must sign the Construction Services Amendment Opt-Out Option Acknowledgement that is attached to the Disclosure Document. "**Construction Services**" are defined as construction services including, but not limited to, framing carpentry, cabinetry removal and put back/installation, cabinetry repair, roofing, flooring, drywall and plastering, carpet and pad installation, painting, wallpapering installation, and repair of heating, cooling, electrical and plumbing systems, which involve structural reconstruction, cosmetic restoration, or mechanical restoration associated with disaster restoration. Construction Services are included in the calculation of Gross Services Sales.

12. CERTIFICATION FOR RENOVATIONS INVOLVING LEAD-BASED PAINT: The Franchised Business shall maintain at all times during the term of this Agreement a current certification with the United States

Environmental Protection Agency ("**EPA**") for renovations involving lead-based paint and fully comply with the EPA's Lead Renovation, Repair and Painting Rule ("**LRRP Rule**"), 40 CFR 745, Subpart E promulgated under the Toxic Substances Control Act ("**TSCA**"), 15 U.S.C. 2682 and 2686 and provide a copy of such certification annually to ServiceMaster Restore.

Additionally, at all times during the Term, at least one employee of the Franchised Business must be certified as a Certified Renovator (as defined in the LRRP Rule) and shall be responsible for training other Franchised Business employees and supervising work practices involving lead-based paint including, but not limited to, removal, clean-up and waste disposal. All removal, clean-up and waste disposal procedures involving lead-based paint must fully comply with the TSCA and the LRRP Rule. Additionally, the Certified Renovator shall maintain complete project files for the services provided for three (3) years following completion of the project in compliance with the TSCA and the LRRP Rules applicable to record keeping.

At a minimum, such project files shall include verifications of owner/occupant receipt of the Renovator Rights pamphlet or documentation of all attempts to inform, documentation of work practices, Certified Renovator certifications, and proof of training of Franchised Business employees by the Certified Renovator.

*Offered only as a renewal or transfer of an existing Small Market Services License.

EXHIBIT A: Floor Care Services License*

This Exhibit is attached to and is an integral part of the ServiceMaster Franchise Agreement, dated _____ (the "**Agreement**"), by and between ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Clean (the "**Franchisor**") and «Franchisee Name» (the "**Franchisee**"), doing business under the name, «DBA Name». To the extent that any provisions of Exhibit A are in direct conflict with the provisions of the Agreement, the provisions of this Exhibit A shall control.

1. LICENSE (Recitals): A Floor Care Services License is being licensed to Franchisee under this Agreement. Franchisee understands and agrees that no other program or services are licensed to Franchisee under the Agreement. Pursuant to this Floor Care Services License, Franchisee is licensed to offer and provide through the Franchised Business (a) Floor Care Services for management or tenants of any commercial or institutional building and (b) Supplemental Services for residential customers.

   "**Floor Care Services**" currently include the following services, which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): carpet maintenance, carpet cleaning, hard surface floor maintenance, and furniture cleaning services.

   "**Supplemental Services**" currently include the following services, which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): (i) carpet and upholstery services (including cleaning, spot and pet odor removal, application of soil and stain protectors, anti-static agents, carpet inspection services, and power washing); (ii) cleaning rendered on a periodic basis (including wall, floor, ceiling and contents cleaning, kitchen and bathroom surface and fixture cleaning, deodorizing, and sanitizing); (iii) washing windows (interior and exterior), blinds, and chandeliers; and (iv) power washing vehicles, decks, aluminum siding, driveways, and other exterior surfaces.

   Franchisor may add to, delete, or modify any of the Floor Care Services and Supplemental Services from time to time and shall include such changes in the Operations Manual.

   Franchisee is authorized only to offer or provide the products and services described in this Paragraph 1, unless otherwise specified in the Operations Manual or by Franchisor in writing.

2. TERRITORY (Section 1.1): The Territory in which the Franchisee is granted a non-exclusive right and license to operate the Franchised Business is:

   -Territory-

3. INITIAL LICENSE FEE AND OPENING PACKAGE (Section 4.1.1):

   a) Offered only as a transfer or renewal of an existing Residential Services License. If the Agreement pertains to an existing license, then no Initial License Fee shall be due, and the name of the person or entity that paid the Initial License Fee shall be indicated on the face of this Exhibit A.

   b) If the Agreement pertains to the transfer of an existing license, Franchisee may be required to purchase certain supplies and equipment as needed to operate the Franchised Business. However, in a transfer there is no requirement to purchase an Opening Package.

4. MONTHLY ROYALTIES (Section 4.1.2): The monthly Royalty Fee shall equal the greater of Two Hundred Fifty Dollars ($250) or ten percent (10%) of the Franchisee's monthly Gross Service Sales.

5. ADVERTISING FUND CONTRIBUTION (Section 4.2.1): The monthly Advertising Fund Contribution as described in Sections 4.2 of the Agreement shall be the amount equal to the greater of Twenty Dollars ($20) or one percent (1%) of the Franchisee's monthly Gross Service Sales.

6. MINIMUM MONTHLY SALES REQUIREMENT (Section 5.17): The Minimum Monthly Sales

Requirement is at least $5,000 in Gross Service Sales in each month of the Term (beginning in the 13th full month of operation of the Franchised Business).

7. OWNERSHIP INTERESTS (Section 5.6): If the Franchisee is a corporation or limited liability company, then in such event:

«Shareholders or members»

shall remain the owners of the capital stock or members of the Franchisee on the terms and conditions set forth in Sections 5.6 and 12.6 of the Agreement.

8. PROPRIETARY MARKS (Section 6.1.2): The Proprietary Marks of Franchisor or its Affiliates licensed to Franchisee under the Agreement are:

REGISTRATION NUMBER	SERVICE MARK
782,584	ServiceMaster
2,085,318	The Color Yellow as applied to a vehicle
3,371,397	RESTORING PEACE OF MIND
3,716,787	SERVICEMASTER RESTORE (word mark)
3,834,551	SERVICEMASTER RESTORE with logo
3,422,244	800-RESPOND (word mark)
3,422,245	866 RECOVER (word mark)

9. BUSINESS SERVICE SOFTWARE (Section 6.2): Franchisor may require Franchisee to use specified operating system in the operation of the Franchised Business. Franchisee must acquire and begin using any required software by a reasonably deadline specified by Franchisor. A ServiceMaster approved Scheduling System Software is required for all new and conversion Floor Care Services License along with a Static IP high speed internet connection.

10. LOCAL ADVERTISING COMMITMENT (Section 10.1): Franchisee agrees to spend not less than four percent (4%) of its monthly Gross Service Sales on local advertising as described in Section 10.1 of the Agreement. The Advertising Fund Contribution paid by Franchisee will be credited towards satisfying Franchisee's local advertising obligation.

11. CORE SERVICES (Section 28): "**Core Services**" currently include a full range of the following services: (a) disaster restoration services delivered primarily to customers who have experienced loss from water damage or other manmade or natural events or disasters, including fires, floods, earthquakes, storms, and systems failures (including sewer, plumbing electrical or otherwise); and (b) commercial services delivered to the management or tenants of any commercial or institutional building. Specifically, these services currently include (i) water mitigation (emergency water mitigation/restoration 24 hours per day), (ii) structural drying (including carpet, walls, wood floors and other relevant structural materials), (iii) structural cleaning (post fire/smoke and post construction), (iv) mold remediation (state licensing may be required), (v) contents cleaning and moving (inventory, pack-out, moving, cleaning, storage, and pack-back), (vi) biohazard and trauma cleaning, (vii) cleaning and disinfection to limit the survival of viruses and emerging viral pathogens, (viii) consulting, and (ix) equipment rental. "**Additional Core Services**" currently include the following services, which may be delivered by Franchisee directly or through a Subcontractor (including a general contractor, if licensing is required to perform such services): (A) temporary services (board-up, roof tarping, debris removal, and security); (B) hoarding clean-up; (C) HVAC/duct cleaning; (D) textile cleaning (dry cleaning and soft contents); (E) electronics cleaning; (F) document drying; (G) art restoration; and (H) carpet reinstallation.

Franchisor may add to, delete, or modify any of the Core Services or Additional Services from time to time and shall include such changes in the Operations Manual. Franchisee is authorized only to offer or provide the products and services described in Paragraph 1 of this Exhibit A (which does not include most of the Core Services or Additional Core Services), unless otherwise specified in the Operations Manual or by Franchisor

in writing.

*Offered only as a renewal or transfer of an existing Floor Care Services License.

EXHIBIT A: Residential Services License*

This Exhibit is attached to and is an integral part of the ServiceMaster Franchise Agreement, dated _____ (the "**Agreement**"), by and between ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Clean (the "**Franchisor**") and «Franchisee Name» (the "**Franchisee**"), doing business under the name, «DBA Name». To the extent that any provisions of Exhibit A are in direct conflict with the provisions of the Agreement, the provisions of this Exhibit A shall control.

1. LICENSE (Recitals): A Residential Services License is being licensed to Franchisee under this Agreement. Franchisee understands and agrees that no other program or services are licensed to the Franchisee under the Agreement. Pursuant to this Residential Services License, Franchisee is licensed to, and is required to, offer and provide through the Franchised Business Supplemental Services to only residential customers.

   "**Supplemental Services**" currently include the following services, which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): (i) carpet and upholstery services (including cleaning, spot and pet odor removal, application of soil and stain protectors, anti-static agents, carpet inspection services, and power washing); (ii) cleaning rendered on a periodic basis (including wall, floor, ceiling and contents cleaning, kitchen and bathroom surface and fixture cleaning, deodorizing, and sanitizing); (iii) washing windows (interior and exterior), blinds, and chandeliers; and (iv) power washing vehicles, decks, aluminum siding, driveways, and other exterior surfaces.

   Franchisor may add to, delete, or modify any of the Supplemental Services from time to time and shall include such changes in the Operations Manual.

   Franchisee is authorized only to offer or provide the products and services described in this Paragraph 1, unless otherwise specified in the Operations Manual or by Franchisor in writing.

2. TERRITORY (Section 1.1): The Territory in which the Franchisee is granted a non-exclusive right and license to operate the Franchised Business is:

   -Territory-

3. INITIAL LICENSE FEE AND OPENING PACKAGE (Section 4.1.1):

   c) Offered only as a transfer or renewal of an existing Residential Services License. If the Agreement pertains to an existing license, then no Initial License Fee shall be due, and the name of the person or entity that paid the Initial License Fee shall be indicated on the face of this Exhibit A.

   d) If the Agreement pertains to the transfer of an existing license, Franchisee may be required to purchase certain supplies and equipment as needed to operate the Franchised Business. However, in a transfer there is no requirement to purchase an Opening Package.

4. MONTHLY ROYALTIES (Section 4.1.2): The monthly Royalty Fee shall equal the greater of Two Hundred Fifty Dollars ($250) or ten percent (10%) of the Franchisee's monthly Gross Service Sales.

5. ADVERTISING FUND CONTRIBUTION (Section 4.2.1): The monthly Advertising Fund Contribution as described in Sections 4.2 of the Agreement shall be the amount equal to the greater of Twenty Dollars ($20) or one percent (1%) of the Franchisee's monthly Gross Service Sales.

6. MINIMUM MONTHLY SALES REQUIREMENT (Section 5.17): The Minimum Monthly Sales Requirement is at least $5,000 in Gross Service Sales in each month of the Term (beginning in the 13th full month of operation of the Franchised Business).

7. OWNERSHIP INTERESTS (Section 5.6): If the Franchisee is a corporation or limited liability company, then in such event:

«Shareholders or members»

shall remain the owners of the capital stock or members of the Franchisee on the terms and conditions set forth in Sections 5.6 and 12.6 of the Agreement.

8. PROPRIETARY MARKS (Section 6.1.2): The Proprietary Marks of Franchisor or its Affiliates licensed to Franchisee under the Agreement are:

REGISTRATION NUMBER	SERVICE MARK
782,584	ServiceMaster
2,085,318	The Color Yellow as applied to a vehicle
3,371,397	RESTORING PEACE OF MIND
3,716,787	SERVICEMASTER RESTORE (word mark)
3,834,551	SERVICEMASTER RESTORE with logo
3,422,244	800-RESPOND (word mark)
3,422,245	866 RECOVER (word mark)

9. BUSINESS SERVICE SOFTWARE (Section 6.2): Franchisor may require Franchisee to use specified operating system in the operation of the Franchised Business. If such operating system is not required upon the purchase of a licensed territory, Franchisor will provide at least 30 days' notice to Franchisee that an operating system will be required in the operation of the Franchised Business

10. LOCAL ADVERTISING COMMITMENT (Section 10.1): Franchisee agrees to spend not less than four percent (4%) of its monthly Gross Service Sales on local advertising as described in Section 10.1 of the Agreement. The Advertising Fund Contribution paid by Franchisee will be credited towards satisfying Franchisee's local advertising obligation.

11. CORE SERVICES (Section 28): "**Core Services**" currently include a full range of the following services: (a) disaster restoration services delivered primarily to customers who have experienced loss from water damage or other manmade or natural events or disasters, including fires, floods, earthquakes, storms, and systems failures (including sewer, plumbing electrical or otherwise); and (b) commercial services delivered to the management or tenants of any commercial or institutional building. Specifically, these services currently include (i) water mitigation (emergency water mitigation/restoration 24 hours per day), (ii) structural drying (including carpet, walls, wood floors and other relevant structural materials), (iii) structural cleaning (post fire/smoke and post construction), (iv) mold remediation (state licensing may be required), (v) contents cleaning and moving (inventory, pack-out, moving, cleaning, storage, and pack-back), (vi) biohazard and trauma cleaning, (vii) cleaning and disinfection to limit the survival of viruses and emerging viral pathogens, (viii) consulting, and (ix) equipment rental. "**Additional Core Services**" currently include the following services, which may be delivered by Franchisee directly or through a Subcontractor (including a general contractor, if licensing is required to perform such services): (A) temporary services (board-up, roof tarping, debris removal, and security); (B) hoarding clean-up; (C) HVAC/duct cleaning; (D) textile cleaning (dry cleaning and soft contents); (E) electronics cleaning; (F) document drying; (G) art restoration; and (H) carpet reinstallation.

Franchisor may add to, delete, or modify any of the Core Services and Additional Services from time to time and shall include such changes in the Operations Manual. Franchisee is authorized only to offer or provide the products and services described in Paragraph 1 of this Exhibit A (which does not include most of the Core Services and Additional Core Services), unless otherwise specified in the Operations Manual or by Franchisor in writing.

*Offered only as a renewal or transfer of an existing Residential Services License.

EXHIBIT A: On-Location Services License*

This Exhibit is attached to and is an integral part of the ServiceMaster Franchise Agreement, dated _____ (the "**Agreement**"), by and between ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Clean and d/b/a ServiceMaster Restore (the "**Franchisor**") and «Franchisee Name» (the "**Franchisee**"), doing business under the name, «DBA Name». To the extent that any provisions of Exhibit A are in direct conflict with the provisions of the Agreement, the provisions of this Exhibit A shall control.

1. LICENSE (Recitals): An On-Location Services License is being licensed to Franchisee under this Agreement. Franchisee understands and agrees that no other program or services are licensed to the Franchisee under the Agreement. Pursuant to this On-Location Services License, Franchisee is licensed to, and is required to, offer and provide through the Franchised Business (a) Core Services and (b) Additional Services. In addition, Franchisee may offer and provide through the Franchised Business (i) Construction Services (if it complies with Paragraph 11 of this Exhibit A and signs a Construction Services Amendment), (ii) Supplemental Services, and (iii) Floor Care Services.

   "**Core Services**" currently include a full range of the following services: (a) disaster restoration services delivered primarily to customers who have experienced loss from water damage or other manmade or natural events or disasters, including fires, floods, earthquakes, storms, and systems failures (including sewer, plumbing electrical or otherwise); and (b) commercial services delivered to the management or tenants of any commercial or institutional building. Specifically, these services currently include (i) water mitigation (emergency water mitigation/restoration 24 hours per day), (ii) structural drying (including carpet, walls, wood floors and other relevant structural materials), (iii) structural cleaning (post fire/smoke and post construction), (iv) mold remediation (state licensing may be required), (v) contents cleaning and moving (inventory, pack-out, moving, cleaning, storage, and pack-back), (vi) biohazard and trauma cleaning, (vii) cleaning and disinfection to limit the survival of viruses and emerging viral pathogens, (viii) consulting, and (ix) equipment rental.

   "**Additional Core Services**" currently include the following services, which may be delivered by Franchisee directly or through a Subcontractor (including a general contractor, if licensing is required to perform such services): (i) temporary services (board-up, roof tarping, debris removal, and security); (ii) hoarding clean-up; (iii) HVAC/duct cleaning; (iv) textile cleaning (dry cleaning and soft contents); (v) electronics cleaning; (vi) document drying; (vii) art restoration; and (viii) carpet reinstallation.

   "**Supplemental Services**" currently include the following services, which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): (i) carpet and upholstery services (including cleaning, spot and pet odor removal, application of soil and stain protectors, anti-static agents, carpet inspection services, and power washing); (ii) cleaning rendered on a periodic basis (including wall, floor, ceiling and contents cleaning, kitchen and bathroom surface and fixture cleaning, deodorizing, and sanitizing); (iii) washing windows (interior and exterior), blinds, and chandeliers; and (iv) power washing vehicles, decks, aluminum siding, driveways, and other exterior surfaces.

   "**Floor Care Services**" currently include the following services, which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): carpet maintenance, carpet cleaning, hard surface floor maintenance, and furniture cleaning services.

   Franchisee is authorized only to offer or provide the products and services described in this Paragraph 1, unless otherwise specified in the Operations Manual or by Franchisor in writing. For the avoidance of doubt, asbestos abatement is not an approved service.

2. TERRITORY (Section 1.1): The Territory in which the Franchisee is granted a non-exclusive right and license to operate the Franchised Business is:

   -Territory-

3. INITIAL LICENSE FEE AND OPENING PACKAGE (Section 4.1.1):

a) Offered only as a renewal or transfer of an existing On-Location license. If the Agreement pertains to an existing license, then no Initial License Fee shall be due, and the name of the person or entity that paid the Initial License Fee shall be indicated on the face of this Exhibit A.

b) If the Agreement pertains to a transfer of an existing license, Franchise may be required to purchase certain supplies and equipment as needed to operate the Franchised Business. However, in a transfer there is no requirement to purchase an Opening Package.

4. MONTHLY ROYALTIES (Section 4.1.2): The monthly Royalties shall equal the greater of Two Hundred Fifty Dollars ($250) or ten percent (10%) of the Franchisee's monthly Gross Service Sales.

5. ADVERTISING FUND CONTRIBUTION (Section 4.2.1): The monthly Advertising Fund Contribution as described in Sections 4.2 of the Agreement shall be the amount equal to the greater of Twenty Dollars ($20) or one percent (1%) of the Franchisee's monthly Gross Service Sales.

6. MINIMUM MONTHLY SALES REQUIREMENT (Section 5.17): The Minimum Monthly Sales Requirement is at least $5,000 in Gross Service Sales in each month of the Term (beginning in the 13th full month of operation of the Franchised Business).

7. OWNERSHIP INTERESTS (Section 5.6): If the Franchisee is a corporation or limited liability company, then in such event:

«Shareholders or members»

shall remain the owners of the capital stock or members of the Franchisee on the terms and conditions set forth in Sections 5.6 and 12.6 of the Agreement.

8. PROPRIETARY MARKS (Section 6.1.2): The Proprietary Marks of Franchisor or its Affiliates licensed to Franchisee under the Agreement are:

REGISTRATION NUMBER	SERVICE MARK
782,584	ServiceMaster
2,085,318	The Color Yellow as applied to a vehicle
3,371,397	RESTORING PEACE OF MIND
3,716,787	SERVICEMASTER RESTORE (word mark)
3,834,551	SERVICEMASTER RESTORE with logo
3,422,244	800-RESPOND (word mark)
3,422,245	866 RECOVER (word mark)

9. ADDITIONAL COMPUTER HARDWARE AND SOFTWARE REQUIRED (Section 6.2): Franchisor may require Franchisee to use specified operating system in the operation of the Franchised Business. Franchisor will provide at least 30 days' notice of any changes to the hardware and software requirements. Some insurance companies may require a different estimating software, and if you accept jobs covered by these companies, you will be required to have that required software. For floor care services, you will need a ServiceMaster approved software system for scheduling your team and allowing customers to order and schedule services on-line through your website.

10. LOCAL ADVERTISING COMMITMENT (Section 10.1): Franchisee agrees to spend not less than four percent (4%) of its monthly Gross Service Sales on local advertising as described in Section 10.1 of the Agreement. The Advertising Fund Contribution paid by Franchisee will be credited towards satisfying Franchisee's local advertising obligation.

11. CONSTRUCTION SERVICES: Franchisee may not offer Construction Services, unless Franchisee enters into a Construction Services Amendment to this Agreement, which is attached to the Disclosure Document

and includes terms related to such offering such services. If Franchisee does not wish to offer Construction Services, it must sign the Construction Services Amendment Opt-Out Option Acknowledgement that is attached to the Disclosure Document. "**Construction Services**" are defined as construction services including, but not limited to, framing carpentry, cabinetry removal and put back/installation, cabinetry repair, roofing, flooring, drywall and plastering, carpet and pad installation, painting, wallpapering installation, and repair of heating, cooling, electrical and plumbing systems, which involve structural reconstruction, cosmetic restoration, or mechanical restoration associated with disaster restoration. Construction Services are included in the calculation of Gross Services Sales.

12. CERTIFICATION FOR RENOVATIONS INVOLVING LEAD-BASED PAINT: The Franchised Business shall maintain at all times during the term of this Agreement a current certification with the United States Environmental Protection Agency ("**EPA**") for renovations involving lead-based paint and fully comply with the EPA's Lead Renovation, Repair and Painting Rule ("**LRRP Rule**"), 40 CFR 745, Subpart E promulgated under the Toxic Substances Control Act ("**TSCA**"), 15 U.S.C. 2682 and 2686 and provide a copy of such certification annually to ServiceMaster Restore.

Additionally, at all times during the Term, at least one employee of the Franchised Business must be certified as a Certified Renovator (as defined in the LRRP Rule) and shall be responsible for training other Franchised Business employees and supervising work practices involving lead-based paint including, but not limited to, removal, clean-up and waste disposal. All removal, clean-up and waste disposal procedures involving lead-based paint must fully comply with the TSCA and the LRRP Rule. Additionally, the Certified Renovator shall maintain complete project files for the services provided for three (3) years following completion of the project in compliance with the TSCA and the LRRP Rules applicable to record keeping.

At a minimum, such project files shall include verifications of owner/occupant receipt of the Renovator Rights pamphlet or documentation of all attempts to inform, documentation of work practices, Certified Renovator certifications, and proof of training of Franchised Business employees by the Certified Renovator.

*Offered only as a renewal or transfer of an existing On-Location Services License.

EXHIBIT A: Window and Carpet Cleaning Services License*

This Exhibit is attached to and is an integral part of the ServiceMaster Franchise Agreement, dated _____ (the "**Agreement**"), by and between ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Clean (the "**Franchisor**") and «Franchisee Name» (the "**Franchisee**"), doing business under the name, «DBA Name». To the extent that any provisions of Exhibit A are in direct conflict with the provisions of the Agreement, the provisions of this Exhibit A shall control.

1. LICENSE (Recitals): A Window and Carpet Cleaning Services License is being licensed to Franchisee under this Agreement. Franchisee understands and agrees that no other program or services are licensed to the Franchisee under the Agreement. Pursuant to this Window and Carpet Cleaning Services License, Franchisee is licensed to, and is required to, offer and provide through the Franchised Business Supplemental Services to commercial or residential customers.

   "**Supplemental Services**" currently include the following services, which may only be provided on a non-recurring basis (and not in conjunction with contracted or recurring janitorial or housekeeping services): (i) carpet and upholstery services (including cleaning, spot and pet odor removal, application of soil and stain protectors, anti-static agents, carpet inspection services, and power washing); (ii) cleaning rendered on a periodic basis (including wall, floor, ceiling and contents cleaning, kitchen and bathroom surface and fixture cleaning, deodorizing, and sanitizing); (iii) washing windows (interior and exterior), blinds, and chandeliers; and (iv) power washing vehicles, decks, aluminum siding, driveways, and other exterior surfaces.

   Franchisor may add to, delete, or modify any of the Supplemental Services from time to time and shall include such changes in the Operations Manual.

   Franchisee is authorized only to offer or provide the products and services described in this Paragraph 1, unless otherwise specified in the Operations Manual or by Franchisor in writing.

2. TERRITORY (Section 1.1): The Territory in which the Franchisee is granted a non-exclusive right and license to operate the Franchised Business is:

   -Territory-

3. INITIAL LICENSE FEE AND OPENING PACKAGE (Section 4.1.1):

   a) Offered only as a transfer or renewal of an existing Window and Carpet Cleaning Services License. If the Agreement pertains to an existing license, then no Initial License Fee shall be due, and the name of the person or entity that paid the Initial License Fee shall be indicated on the face of this Exhibit A.

   b) If the Agreement pertains to the transfer of an existing license, Franchisee may be required to purchase certain supplies and equipment as needed to operate the Franchised Business. However, in a transfer there is no requirement to purchase an Opening Package.

4. MONTHLY ROYALTIES (Section 4.1.2): The monthly Royalty Fee shall equal the greater of Two Hundred Fifty Dollars ($250) or ten percent (10%) of the Franchisee's monthly Gross Service Sales.

5. ADVERTISING FUND CONTRIBUTION (Section 4.2.1): The monthly Advertising Fund Contribution as described in Sections 4.2 of the Agreement shall be the amount equal to the greater of Twenty Dollars ($20) or one percent (1%) of the Franchisee's monthly Gross Service Sales.

6. MINIMUM MONTHLY SALES REQUIREMENT (Section 5.17): The Minimum Monthly Sales Requirement is at least $5,000 in Gross Service Sales in each month of the Term (beginning in the 13th full month of operation of the Franchised Business).

7. OWNERSHIP INTERESTS (Section 5.6): If the Franchisee is a corporation or limited liability company, then in such event:

«Shareholders or members»

shall remain the owners of the capital stock or members of the Franchisee on the terms and conditions set forth in Sections 5.6 and 12.6 of the Agreement.

8. PROPRIETARY MARKS (Section 6.1.2): The Proprietary Marks of Franchisor or its Affiliates licensed to Franchisee under the Agreement are:

REGISTRATION NUMBER	SERVICE MARK
782,584	ServiceMaster
2,085,318	The Color Yellow as applied to a vehicle
3,371,397	RESTORING PEACE OF MIND
3,716,787	SERVICEMASTER RESTORE (word mark)
3,834,551	SERVICEMASTER RESTORE with logo
3,422,244	800-RESPOND (word mark)
3,422,245	866 RECOVER (word mark)

9. BUSINESS SERVICE SOFTWARE (Section 6.2): Franchisor may require Franchisee to use specified operating system in the operation of the Franchised Business. If such operating system is not required upon the purchase of a licensed territory, Franchisor will provide at least 30 days' notice to Franchisee that an operating system will be required in the operation of the Franchised Business

10. LOCAL ADVERTISING COMMITMENT (Section 10.1): Franchisee agrees to spend not less than four percent (4%) of its monthly Gross Service Sales on local advertising as described in Section 10.1 of the Agreement. The Advertising Fund Contribution paid by Franchisee will be credited towards satisfying Franchisee's local advertising obligation.

12. CORE SERVICES (Section 28): "**Core Services**" currently include a full range of the following services: (a) disaster restoration services delivered primarily to customers who have experienced loss from water damage or other manmade or natural events or disasters, including fires, floods, earthquakes, storms, and systems failures (including sewer, plumbing electrical or otherwise); and (b) commercial services delivered to the management or tenants of any commercial or institutional building. Specifically, these services currently include (i) water mitigation (emergency water mitigation/restoration 24 hours per day), (ii) structural drying (including carpet, walls, wood floors and other relevant structural materials), (iii) structural cleaning (post fire/smoke and post construction), (iv) mold remediation (state licensing may be required), (v) contents cleaning and moving (inventory, pack-out, moving, cleaning, storage, and pack-back), (vi) biohazard and trauma cleaning, (vii) cleaning and disinfection to limit the survival of viruses and emerging viral pathogens, (viii) consulting, and (ix) equipment rental. "**Additional Core Services**" currently include the following services, which may be delivered by Franchisee directly or through a Subcontractor (including a general contractor, if licensing is required to perform such services): (A) temporary services (board-up, roof tarping, debris removal, and security); (B) hoarding clean-up; (C) HVAC/duct cleaning; (D) textile cleaning (dry cleaning and soft contents); (E) electronics cleaning; (F) document drying; (G) art restoration; and (H) carpet reinstallation.

Franchisor may add to, delete, or modify any of the Core Services and Additional Services from time to time and shall include such changes in the Operations Manual. Franchisee is authorized only to offer or provide the products and services described in Paragraph 1 of this Exhibit A (which does not include most of the Core Services and Additional Core Services), unless otherwise specified in the Operations Manual or by Franchisor in writing.

*Offered only as a renewal or transfer of an existing Window and Carpet Cleaning License.

EXHIBIT B
TO THE FRANCHISE AGREEMENT

GENERAL RELEASE

THIS GENERAL RELEASE ("**Release**") is executed on _____ by:

(i) _____, a [state] [individual or type of entity] with a principal address at _____ (**"Franchisee"**);

(ii) _____, a [state] [individual or type of entity] with a principal address at _____ [and _____, a [state] [individual or type of entity] with a principal address at _____] (**"Owners"**); and, if applicable,

(iii) _____, a [state] [individual or type of entity] with a principal address at _____ (**"Transferee"**).

RECITALS

A. ServiceMaster Clean/Restore SPE LLC (**"Franchisor"**) and Franchisee are parties to the following Franchise Agreements (collectively, the "**Franchise Agreements**"):

Franchise Agreement Number(s)	Date of Agreement

B. Franchisee, Owners, and (if applicable) Transferee are executing this Release as a condition of (check one):

___ (i) Franchisor consenting to a transfer of any interest in the Franchise Agreement or Franchisee's business or entity;
____(ii) Franchisor agreeing to enter into a successor Franchise Agreement with Franchisee; or
____(iii) Franchisor agreeing to amend the Franchise Agreement or waive any of its rights under the Franchise Agreement.

If this Release is executed under the conditions set forth in (ii) or (iii) above, all references in this Release to "Transferee" should be ignored.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Release by Franchisee, Transferee, and Owners. Franchisee and Transferee (on behalf of themselves and their parents, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities), and Owners (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, the **"Releasors"**) freely and without any influence forever release (i) Franchisor, (ii) Franchisor's past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities, and (iii) Franchisor's past and present parents, subsidiaries, predecessors, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities (collectively, the **"Released Parties"**), from any and all claims, debts, demands, liabilities, suits, judgments, and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, or suspected or unsuspected (collectively, **"Claims"**), which any Releasor ever owned or held, now owns or holds, or may in the future own or hold arising out of, or relating to, any act, omission, or event occurring on or before the date of this Release, including, without limitation, (a) Claims arising under federal, state, and local laws, rules, and ordinances, unless specifically prohibited by such laws, and (b) Claims arising out of, or relating to, the Franchise Agreement and any other agreements between any Releasor and Franchisor or Franchisor's parents, subsidiaries, or affiliates.

2. Risk of Changed Facts. Franchisee, Transferee, and Owners (on behalf of all Releasors) (a) understand that

the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true and (b) hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. Covenant Not to Sue. Franchisee, Transferee, and Owners (on behalf of all Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

4. No Prior Assignment and Competency. Franchisee, Transferee, and Owners (on behalf of all Releasors) represent and warrant that: (a) the Releasors are the sole owners of all Claims and rights released in Section 1 and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1; (b) each Releasor has full and complete power and authority to execute this Release, and that the execution of this Release shall not violate the terms of any contract or agreement between them or any court order; and (c) this Release has been voluntarily and knowingly executed after each of them has had the opportunity to consult with counsel of their own choice.

5. Complete Defense. Franchisee, Transferee, and Owners (on behalf of all Releasors): (a) acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and (b) consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. Waiver of Statutory Preservation Provisions. Franchisee, Transferee, and Owners (on behalf of all Releasors) each expressly waives any rights or benefits conferred by the provisions of Section 1542 of the California Civil Code, to the extent such provision would be applicable, which provides as follows:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

This waiver extends to any other statute or common law principle of similar effect in any applicable jurisdiction, including without limitation, California and or any other jurisdiction in which the Releasors reside. Franchisee, Transferee, and Owners (on behalf of all Releasors) acknowledge and represent that they have each consulted with legal counsel before executing this release and that they understand its meaning, including the effect of Section 1542 of the California Civil Code, and expressly consent that this release shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to the release of unknown and unsuspected claims, demands, and causes of action.

7. Successors and Assigns. This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of the Released Parties and each Releasor.

8. Counterparts. This Release may be executed in two or more counterparts (including by scanned copy), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Franchisee, Transferee, and Owners have executed this Release as of the date shown above.

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

TRANSFEREE:

By: _____

Print Name: _____

Title: _____

Date: _____

OWNER:

_____

Print Name: _____

Date: _____

OWNER:

_____

Print Name: _____

Date: _____

OWNER:

_____

Print Name: _____

Date: _____

FDD EXHIBIT A-2

PARTIAL ASSIGNMENT OF RIGHTS

IN SERVICEMASTER FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into at Atlanta, Georgia, on _____, by and among:

(i) _____, a [insert state] [insert entity type], doing business as _____ ("**Distributor**");

(ii) _____, a [insert state] [insert entity type], doing business as _____ ("**Franchisee**"); and

(iii) ServiceMaster Clean/Restore SPE LLC, a Delaware limited liability company ("**ServiceMaster**").

RECITALS:

A. ServiceMaster and Franchisee entered into a current Franchise Agreement dated _____ ("**Principal Contract**"), whereby ServiceMaster licensed to Franchisee the use of certain service marks, methods, materials, and equipment all in accordance with the terms of the Principal Contract.

B. ServiceMaster and Distributor entered into a current Franchise Agreement dated _____ ("Distributor **Contract**"), whereby ServiceMaster licensed to Distributor the use of certain service marks, methods, materials, and equipment all in accordance with the terms of the Distributor Contract.

C. The territory outlined in the Principal Contract, and in which Franchisee may exercise its franchise rights, lies within and is a part of that territory described in the Distributor Contract.

D. Pursuant to the rights of the Distributor to develop, direct, and coordinate the sales and production activities of ServiceMaster franchisees in the territory covered by the Distributor Contract, Distributor, Franchisee, and ServiceMaster (together, "**Parties**") desire to effect an assignment to the Distributor of certain rights held by ServiceMaster under the Principal Contract.

PROVISIONS:

NOW, THEREFORE, in consideration of the mutual covenants and promises of this Agreement, the Parties agree as follows:

1. ServiceMaster assigns to Distributor all of its rights to those monthly fees required by the terms of the Principal Contract to be paid to ServiceMaster by Franchisee.

2. Franchisee agrees to make payment of the monthly fees in accordance with the assignment set forth in Provision 1.

3. Distributor agrees to accept the assignment of monthly fees as outlined in Provision 1 and to account to ServiceMaster for the receipt of the monthly fees all in accordance with the terms of the Distributor Contract.

4. Except for the terms of Provisions 1, 2, and 3, the Principal Contract and the Distributor Contract shall in all other respects remain in full force and effect.

5. If the Distributor Contract is terminated, then the assignment stated in Provision 1 no longer shall be in effect and the right to receive monthly fees as provided by the Principal Contract shall revert to ServiceMaster effective the date of the termination of the Distributor Contract.

6. If the Principal Contract is terminated, then the assignment stated in Provision 1 no longer shall be in effect, and Distributor releases ServiceMaster from any further liability thereunder.

7. ServiceMaster may revoke this Agreement upon thirty (30) days written notice for failure on the part of the Distributor to comply with any provision of the Distributor Contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first mentioned above.

S**ERVICEMASTER:**

ServiceMaster Clean/Restore SPE LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____

By _____
(Signature of owner, partner or duly authorized officer, indicating office held)

By_____
(If partnership with spouse or other person, partner signs here)

By_____
(If third partner, he signs here)

DISTRIBUTOR:

_____

By _____
(Signature of owner, partner or duly authorized officer, indicating office held)

By_____
(If partnership with spouse or other person, partner signs here)

By_____
(If third partner, he signs here)

FDD EXHIBIT B

FINANCIAL STATEMENTS AND GUARANTY

GUARANTEE OF PERFORMANCE

For value received, ServiceMaster Systems LLC, a Delaware limited liability company (the "Guarantor"), located at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328, absolutely and unconditionally guarantees to assume the duties and obligations of ServiceMaster Clean/Restore SPE LLC, located at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2022 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This Guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Atlanta, Georgia on this 26 day of April 2022.

Guarantor:

SERVICEMASTER SYSTEMS LLC

By:

Name: Vipul Soni

Title: Treasurer

FINANCIAL STATEMENTS

FOR

SERVICEMASTER SYSTEMS, LLC

AND SUBSIDIARIES

SERVICEMASTER SYSTEMS, LLC AND SUBSIDIARIES

(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)

Consolidated Financial Statements for the year ended December 31, 2021 and for the period from December 9, 2020 (Inception) to December 31, 2020

SERVICEMASTER SYSTEMS, LLC AND SUBSIDIARIES
(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)

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Deloitte.

Deloitte & Touche LLP
6075 Poplar Avenue
Suite 350
Memphis, TN 38119
USA

Tel: 901-322-6700
www.deloitte.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Managers of RW Parent, LLC and
The Management of ServiceMaster Systems, LLC
Atlanta, Georgia

Opinion

We have audited the consolidated financial statements of ServiceMaster Systems, LLC and subsidiaries (the "Company"), which comprise the consolidated statements of financial position as of December 31, 2021 and 2020, and the related consolidated statements of operations and comprehensive income, member's equity, and cash flows for the year ended December 31, 2021 and the period from December 9, 2020 (inception) to December 31, 2020, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the year ended December 31, 2021 and the period from December 9, 2020 (inception) to December 31, 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Deloitte & Touche LLP

March 31, 2022

SERVICEMASTER SYSTEMS, LLC AND SUBSIDIARIES
(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME

(in millions)	Year ended December 31, 2021	Period from December 9, 2020 (Inception) to December 31, 2020
Revenue	**$ 301.6**	**$ 15.7**
Cost of services rendered	127.2	7.1
Selling and administrative expenses	69.7	3.5
Depreciation and amortization expense	16.9	1.1
Operating expenses	213.8	11.7
Operating income	**87.8**	**4.0**
Other income	(0.4)	-
Net income and comprehensive income	**$ 88.2**	**$ 4.0**

See accompanying notes to the consolidated financial statements.

SERVICEMASTER SYSTEMS, LLC AND SUBSIDIARIESS
(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

(in millions)	As of December 31, 2021	As of December 31, 2020
Assets:		
Accounts receivable, less allowance	$ 53.3	$ 35.1
Inventories	7.2	5.7
Prepaid expenses and other assets	3.0	4.2
Total Current Assets	**63.5**	**45.0**
Property and equipment, net	17.4	6.0
Operating lease right-of-use asset	0.5	1.2
Notes receivable	0.2	-
Intangible assets, net	1,670.0	1,509.3
Other assets	0.1	-
Total Assets	**$ 1,751.7**	**$ 1,561.5**
Liabilities and Member's Equity:		
Accounts payable	$ 15.9	$ 8.9
Payroll and related expenses	0.6	0.4
Deferred revenue	2.7	3.1
Current portion of lease liability	0.4	0.4
Current portion of finance lease liability	-	0.2
Current portion of long-term debt	0.1	1.2
Other current liabilities	29.3	19.9
Total Current Liabilities	**49.0**	**34.1**
Long-term debt	-	0.1
Other long-term obligations	3.5	4.9
Long-term lease liability	0.1	0.8
Long-term portion of finance lease liability	-	0.5
Total Liabilities	**52.6**	**40.4**
Member's Equity	1,699.1	1,521.1
Total Liabilities and Member's Equity	**$ 1,751.7**	**$ 1,561.5**

See accompanying notes to the consolidated financial statements.

SERVICEMASTER SYSTEMS, LLC AND SUBSIDIARIES
(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)
CONSOLIDATED STATEMENTS OF MEMBER'S EQUITY

(in millions)		Member's Equity
Balance at December 9, 2020 (Inception)	$	–
Initial contribution from Member		1,517.1
Net income and comprehensive income		4.0
Balance at December 31, 2020	**$**	**1,521.1**
Distribution to Member		(109.7)
Measurement period adjustment to the initial contribution		(102.3)
Contributions (TMTI and SRM)		301.8
Net income and comprehensive income		88.2
Balance at December 31, 2021	**$**	**1,699.1**

See accompanying notes to the consolidated financial statements.

SERVICEMASTER SYSTEMS, LLC AND SUBSIDIARIES
(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)
CONSOLIDATED STATEMENTS OF CASH FLOWS

(in millions)	Year ended December 31, 2021	Period from December 9, 2020 (Inception) to December 31, 2020
Cash Flows from Operating Activities		
Net income	$ 88.2	$ 4.0
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization expense	16.9	1.1
Other, net	2.7	–
Changes in operating assets and liabilities		
Accounts receivable	(11.1)	0.1
Inventories	(0.6)	0.2
Prepaid expenses and other assets	8.7	(0.2)
Accounts payable	4.1	1.9
Deferred revenue	(4.0)	(0.2)
Accrued and other current liabilities	6.9	0.4
Net cash provided by operating activities	111.8	7.3
Cash Flows from Investing Activities		
Capital expenditures	(0.3)	(0.4)
Net cash used in investing activities	(0.3)	(0.4)
Cash Flows from Financing Activities		
Payments on finance leases	(0.6)	–
Debt payments	(1.2)	–
Distribution to Member	(109.7)	(6.9)
Net cash used in financing activities	(111.5)	(6.9)
Net (decrease) increase in cash and cash equivalents	–	–
Cash and cash equivalents at beginning of period	–	–
Cash and cash equivalents end of period	**$ –**	**$ –**
Non-cash investing and financing activities		
Initial non-cash contribution of assets and liabilities from Member on December 9, 2020	$ –	$ 1,517.1
Non-cash contribution of assets and liabilities in connection with acquisitions	$ 301.8	$ –
Non-cash measurement period adjustment to the initial contribution	$ (102.3)	$ –

See accompanying notes to the consolidated financial statements.

Note 1. Description of Business

On October 1, 2020, RW Purchaser LLC ("RW Purchaser") entered into a transaction (the "Transaction") to acquire the following brands and businesses: ServiceMaster Restore, ServiceMaster Clean, Merry Maids, Furniture Medic, AmeriSpec (collectively, the "ServiceMaster Brands.") from Terminix Global Holdings, Inc. which included substantially all assets and liabilities associated with the ServiceMaster Brands. The total purchase price of the Transaction was allocated to the underlying assets acquired and liabilities assumed based upon their estimated fair values at the date of Transaction.

On December 9, 2020 (the "Securitization Date"), a series of agreements (collectively, the "Securitization") were effectuated and gave rise to a revised legal entity structure of RW Purchaser's subsidiaries as well as the issuance of approximately $750,000,000 of Notes (as defined below) by RW Purchaser's indirect subsidiaries, ServiceMaster Funding LLC (the "Issuer" or "Member") and ServiceMaster of Canada Limited (collectively, the "Co-Issuers"), which have been guaranteed by commonly controlled RW Purchaser subsidiaries, ServiceMaster SPE Holdco LLC ("Holdco") and RW Canada Intermediate Ltd., as well as all of the subsidiaries of the Issuer (collectively, the "Guarantors"), including ServiceMaster Systems, LLC (the "Company").

References to "we," "us," "our" and "Company" in the accompanying consolidated financial statements (the "financial statements") are to the Company's business unless the context otherwise requires.

Organizational Structure

Pursuant to the Securitization, a subset of the agreements resulted in the transfer of net assets comprising substantially all of the assets of the ServiceMaster Brands (the "Pre-Contribution Assets") between certain related parties under the common control of RW Purchaser. As relevant parties involved with the transfer of net assets in connection with the Securitization were under the common control of RW Purchaser, all of the assets and liabilities were contributed at their respective carrying cost as of the Securitization Date. As a result of the finalization of the determination of the fair value and allocation of the acquired net assets, a measurement period adjustment of $102.3 million was recorded which reduced the value of the intangible assets allocated to the Company.

As part of the transfers, ServiceMaster Opco Holdings, LLC ("Opco"), a wholly owned subsidiary of RW Purchaser, entered into a contribution agreement with its 100% wholly owned subsidiary, Holdco; pursuant to which Opco contributed all of its right, title and interest in and to the Pre-Contribution Assets to Holdco. Subsequently, Holdco entered into a contribution agreement with its 100% wholly owned subsidiary, the Issuer, pursuant to which Holdco contributed all of its right, title and interest in and to the Pre-Contribution Assets to the Issuer. The Issuer then entered into a subsequent contribution agreement pursuant to which the Issuer contributed assets, net of liabilities, in the amount of $1,517.1 million of the US portion of the ServiceMaster Brands to the Company, which were subsequently contributed by the Company to its wholly owned subsidiaries.

On March 1, 2021, RW Purchaser acquired the loss recovery business (the "SRM Business") from DSI Holdings Corporation for $20.9 million, primarily consisting of the ServiceMaster Recovery Management loss recovery network. The total purchase price of the SRM Business was allocated to the underlying assets acquired and liabilities assumed based upon management's estimated fair values at the date of acquisition.

On July 30, 2021, a series of agreements were effectuated and gave rise to the issuance of approximately $400,000,000 of Notes (as defined below in Note 7, *Long-term Debt*) by the Co-Issuers, which have been guaranteed by the Guarantors.

On August 3, 2021 (the "TMTI Transaction Date"), RW Purchaser entered into a transaction (the "TMTI Transaction") to acquire substantially all of the assets and liabilities associated with the following brands and businesses: Two Men and a Truck/International, Inc., Eberly Transportation, Inc., TMT/Gold Rush, LLC, TMT – Delhi, L.L.C., and TMT – Lansing, LLC from TMTI Holdco, Inc., Eberly Holdco, Inc., Melanie Bergeron, Jon Sorber, and James Brigham Sorber. The total purchase price of the TMTI Transaction was allocated to the underlying assets acquired and liabilities assumed based upon their estimated fair values at the date of the TMTI Transaction. The allocation of the purchase price is preliminary and may change in future periods, perhaps materially, as fair value estimates of the assets acquired, and liabilities assumed are refined and finalized during the allowable one-year measurement period.

Pursuant to the TMTI Transaction, a subset of the agreements resulted in the transfer of net assets comprising substantially all of the net assets of TMTI between certain related parties under the common control of RW Purchaser. As relevant parties involved with the transfer of net assets in connection with the TMTI Transaction were under the common control of RW Purchaser, all of the assets and liabilities were contributed at their respective carrying cost as of the TMTI Transaction Date. As these assets are a subset of the assets acquired as part of the TMTI Transaction on August 3, 2021, they are subject to a measurement period of one year from the date of the TMTI Transaction, August 3, 2021.

The Member then entered into a contribution agreement pursuant to which the Member contributed assets, net of liabilities, in the amount of $301.8 million of TMTI (August 3, 2021) and SRM (March 1, 2021) to the Company, which were subsequently contributed by the Company to its wholly owned subsidiaries.

2021 Senior Notes

On July 30, 2021, in conjunction with the TMTI Transaction, as defined above, the Co-Issuers entered into an agreement (the "2021 Indenture") for a senior note secured term loan facility in an aggregate principal amount of $400,000,000 with Citibank. The Issuer issued $150,000,000 of Series 2021-1 2.865% Fixed Rate Senior Secured Notes, Series 2021 Class A-2-I, $250,000,000 of Series 2021-1, 3.113% Fixed Rate Senior Secured Notes, Series 2021 Class A-2-II (the "2021 Notes"). The legal final maturity date of the Notes is in July 2051. The 2021 Indenture provides for an anticipated repayment date of July 2028 for the Series 2021 Class A-2-I Notes and an anticipated repayment date of July 2031 for the Series 2021 Class A-2-II Notes (as applicable, the "Anticipated Repayment Date"). The lending commitment under the Series 2021-1 Class A-1 Notes will expire in July 2026, subject to two automatic annual renewals at the election of the Issuer if certain conditions are met.

The 2021 Notes are secured by substantially all of the assets of the Issuer and the Guarantors. The 2021 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the 2021 Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make-whole payments.

2020 Securitized Notes

In connection with the 2020 Securitization, on December 9, 2020 the Co-Issuers entered into an agreement (the "2020 Indenture") pursuant to which the Co-Issuers issued $250,000,000 of Series 2020-1 2.841% Fixed Rate Senior Secured Notes, Series 2020 Class A-2-I (the "Class A-2-I Notes"), $450,000,000 of Series 2020-1, 3.337% Fixed Rate Senior Secured Notes, Series 2020 Class A-2-II (the "Class A-2-II Notes"), and $50,000,000 of variable funding notes, Series 2020 Class A-1 (the "Series 2020-1 Class A-1 Notes" and, collectively with the Series 2020 Class A-2-I Notes and the Series 2020 Class A-2-II Notes, the "2020 Notes"). Interest will accrue on the Series 2020-1 Class A-1 Notes at a variable rate depending on the outstanding amount drawn by the Co-Issuers from time to time thereunder, if any. The legal final maturity date of the Notes is in January 2051. As of December 31, 2020, no amounts were outstanding under the Series 2020-1 Class A-1 Notes. Unless earlier prepaid to the extent permitted, the 2020 Indenture provides for an anticipated repayment date of January 2028 for the Class A-2-I Notes and an anticipated repayment date of July 2031 for the Series 2020 Class A-2-II Notes (as applicable, the "Anticipated Repayment Date"). The lending commitment under the Series 2020-1 Class A-1 Notes will expire in July 2026, subject to two automatic annual renewals at the election of the Co-Issuers if certain conditions are met.

The 2020 Notes are secured by substantially all of the assets of the Co-Issuers and the Guarantors. The 2020 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the 2020 Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make-whole payments. The 2020 Notes are also subject to customary rapid amortization events provided for in the Indenture and customary events of default. The 2020 Indenture also provides for quarterly principal amortization in respect of the Series 2020 Class A-2-I Notes and the Series 2020 Class A-2-II Notes equal to 0.25% of their original principal amount

through their respective Anticipated Repayment Date, subject to a fall-away provision if the senior leverage ratio is less than a specified threshold on any quarterly test date.

ServiceMaster Systems, LLC

The Company is a single-member limited liability company subsidiary of the Issuer and an indirect wholly owned subsidiary of RW Purchaser. Through its subsidiaries, the Company franchises and operates restoration, cleaning, furniture repair, property inspection, moving, junk removal, and storage solution services to both residential and commercial customers through the ServiceMaster Brands: ServiceMaster Restore, ServiceMaster Clean, Merry Maids, Furniture Medic, AmeriSpec, and Two Men and a Truck ("TMTI") (collectively, the "ServiceMaster Brands.")

COVID-19

COVID-19 continues to impact the global economy. The impact of the COVID-19 pandemic depends on factors largely beyond the Company's knowledge or control. The Company did not experience any material operational, or supply chain disruptions related to various efforts to mitigate the spread of COVID-19. However, there remains uncertainty around the breadth and duration of business disruptions related to COVID-19, as well as its impact on the U.S. and international economies. As such, the Company is unable to determine if it will have a material impact to its operations.

Note 2. Significant Accounting Policies

The significant accounting policies described below, together with the other notes that follow, are an integral part of the financial statements.

Basis of Preparation

The historical results of our operations, financial position and cash flows have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Use of Estimates

The preparation of the financial statements requires management to make certain estimates and assumptions required under US GAAP that may differ from actual results. The more significant areas requiring the use of management estimates relate to revenue recognition; the allowance for uncollectible receivables; the possible outcome of outstanding legal matters; the deferral and amortization of customer acquisition costs; useful lives for determining depreciation and amortization expense; and the valuation of tangible and intangible assets.

Cash and Cash Equivalents

As part of the organizational design, all cash generated from the Company's operations are to be transferred to a concentration account in the name of the Company. The Company utilizes a portion of the cash from operations to repay the Notes and related fees. Any residual or excess funds that remain with the Company after fulfilling scheduled payments associated with the Notes are further transferred to OpCo. Accordingly, all cash on-hand with the Company is transferred upstream within the organizational structure.

Accounts Receivable

Accounts receivable consist primarily of national account revenue due from customers, royalties and franchise fees due from franchisees. Accounts receivable are carried at their net realizable value. The Company accounts for credit losses using the Current Expected Credit Loss (CECL) model detailed in the Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") *No. 2016-13, Financial Instruments – Credit Losses (Topic 326)*. The Company's expected loss allowance methodology for accounts receivable is developed using historical collection experience, current and future economic and market conditions and a review of the current status of customers' trade accounts receivable. Due to the short-term nature of such receivables, the estimate of accounts receivable that may not be collected is based on aging of the accounts receivable balances and consideration of customers' financial and macroeconomic conditions. Balances are written off when determined to be uncollectible. The Company considered the current and expected future economic

and market conditions surrounding the COVID-19 pandemic and determined that the estimate of credit losses was not significantly impacted.

Estimates are used to determine the allowance. It is based on an assessment of anticipated payment and all other historical, current and future information that is reasonably available.

(in millions)	As of December 31, 2021	As of December 31, 2020
Accounts receivable	$ 59.2	$ 35.1
Less: Allowance for credit losses	(5.9)	–
Accounts receivable, net of allowance	**$ 53.3**	**$ 35.1**

Deferred Customer Acquisition Costs

Customer acquisition costs, which are incremental and direct costs of obtaining a customer, are deferred and amortized over the expected customer relationship period.

Inventory

Inventories are recorded at the lower of cost (primarily on a weighted-average cost basis) or net realizable value. Our inventory primarily consists of finished goods to be used on the customers' premises or sold to franchisees.

Property and Equipment and Intangible Assets

Property and equipment consist of the following:

(in millions)	As of December 31, 2021	As of December 31, 2020	Estimated Useful Lives (Years)
Building	$ 0.3	$ –	39
Land	7.0	–	–
Leasehold improvements	1.3	–	1-39
Technology and communications	5.4	5.3	2-10
Machinery and equipment	5.8	1.0	5-10
Office equipment, furniture and fixtures	0.3	0.5	3-17
Less: Accumulated depreciation	(2.6)	(0.8)	
Property and equipment, net	**$ 17.4**	**$ 6.0**	

Depreciation expense of property and equipment was $1.8 million for the year ended December 31, 2021 and $0.2 million for the period from December 9, 2020 (Inception) to December 31, 2020.

Property and equipment and intangible assets with finite lives are depreciated and amortized on a straight-line basis over their estimated useful lives. These lives are based on our previous experience for similar assets, potential market obsolescence and other industry and business data. As required by accounting standards for the impairment or disposal of long-lived assets, property and equipment and finite-lived intangible assets are tested for recoverability whenever events or changes in circumstances indicate their carrying amounts may not be recoverable. If the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset, an impairment loss could be recognized equal to the difference between the carrying amount and the fair value of the asset. Indefinite-lived intangible assets are tested annually for impairment by applying a fair-value based test. Changes in the estimated useful lives or in the asset values could cause us to adjust its book value or future expense accordingly.

Indefinite-lived intangible assets, primarily trade names, are assessed annually for impairment during the fourth quarter or earlier upon the occurrence of certain events or substantive changes in circumstances. The Company performed an annual

impairment analyses as of October 1, 2021 which did not result in any trade name impairments to continuing operations. See Note 4 to the financial statements for our intangible assets balances.

Member's Equity

Our equity on the statements of financial position represents the Issuer's net investment in us and is presented as Member's Equity. Member's Equity includes the value of the net assets transferred to the Company on the Securitization Date, subsequent transfers of SRM and TMTI and the Issuer's share of our net income since Inception.

Leases

We determine if an arrangement is a lease at inception. We recognize a right-of-use ("ROU") asset and lease liability for all leases with terms of 12 months or more. ROU assets represent our right to use an underlying asset for the lease term, and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. We use the implicit rate when readily determinable. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. See Note 8 to the accompanying consolidated financial statements for information related to our leases.

Revenue

Royalty fees

The Company has franchise agreements in the ServiceMaster Restore, ServiceMaster Clean, Merry Maids, Furniture Medic and AmeriSpec businesses. Royalty fee revenue consists principally of sales-based royalties received as part of the consideration for the franchise right and is calculated as a percentage of customer-level revenue. Revenue is recognized by us at the agreed-upon contractual rates over time as the customer-level revenue is generated by the franchisees. A receivable is recognized for an estimate of the unreported royalty fees, which are reported and remitted to us in arrears.

Commercial cleaning and other national accounts

National account revenues are recognized at the agreed-upon contractual amounts over time as services are completed based on contractual arrangements to provide services at the customers' locations. The Company engages either a franchisee or non-franchisee business to perform the services. Under these agreements, the Company is directly responsible for providing the services and receive payment directly from the customer. A receivable is recorded related to this revenue as the Company has an unconditional right to invoice and receive payment. Payments are typically received shortly after services have been rendered.

Sales of products

Revenues are generated from selling products to franchisees. Revenues from product sales are generally recognized once control of the products transfers to the customer. A receivable is recorded related to these sales as the Company has an unconditional right to invoice and receive payment. Payments are typically received shortly after a customer is invoiced.

Franchise Fees

Initial franchise fees result from the sale of a franchise license, which includes the use of the name, trademarks and proprietary methods. The franchise license is considered symbolic intellectual property and revenue related to the sale of this right is recognized at the agreed-upon contractual amount over the term of the initial franchise agreement.

We have contractual arrangements with several national insurance companies to maintain a call center which receives and provides nonrecurring recovery and restoration referrals from the insurers to qualifying franchisees. We receive and recognize referral fees from franchisees at the agreed-upon contractual amount as revenue in the month the referral is issued.

We recognize revenue from Company owned locations at the point in time when services are provided to the customer.

National advertising fund

Franchisees contribute a percentage of customer-level revenue into a national advertising fund managed by us. In cases where we have ultimate control of the marketing and advertising, we recognize both revenue and expense for the amount earned.

Advertising

Advertising costs are expensed when the advertising occurs and are included in selling and administrative expenses. Advertising costs were $15.7 million and $1.1 million for the year ended December 31, 2021 and the period from December 9, 2020 (Inception) to December 31, 2020, respectively. Advertising costs include national advertising fund expenses of $14.5 million and $0.7 million for the year ended December 31, 2021 and the period from December 9, 2020 (Inception) to December 31, 2020, respectively, for which there is an equal amount recorded in revenue for the year ended December 31, 2021, and the period from December 9, 2020 (Inception) to December 31, 2020.

Income Taxes

The Company is a single-member, limited liability corporation which has elected not to be taxed as a corporation, and consequently is not subject to U.S. federal or state income taxes. As such, for income tax purposes, the Company's earnings flow through directly to the Member.

Comprehensive Income

Comprehensive income represents net income for the period plus the results of certain other changes in Member's equity. The Company's comprehensive income is equal to its net income.

Newly Issued Accounting Standards

We have reviewed all recently issued, but not yet effective, accounting pronouncements and do not expect the future adoption of any such pronouncements to have a material impact on our financial condition or the results of our operations.

Note 3. Revenue

The following table presents our revenues, disaggregated by revenue source. We disaggregate revenue from contracts with customers into major customer acquisition channels. We determined that disaggregating revenue into these categories achieves the disclosure objective to depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

(in millions)	Year ended December 31, 2021	Period from Inception to December 31, 2020
Major service line		
Royalty Fees	$ 141.3	$ 7.1
Commercial Cleaning and other National Accounts	84.0	5.5
Sales of Products	12.0	1.1
Other	64.3	2.0
Total	$ **301.6**	$ **15.7**

Costs to Obtain a Contract with a Customer

The Company capitalizes the incremental costs of obtaining a contract with a customer, primarily commissions, and recognizes the expense on a straight-line basis, as adjusted to match the timing of revenue recognition, over the expected customer relationship period. As of December 31, 2021 and 2020, there was an immaterial amount of activity related to capitalizable cost to obtain a contract.

Contract Balances

We record a receivable related to revenue recognized on services once we have an unconditional right to invoice and receive payment in the future related to the services provided. All accounts receivables are recorded within accounts receivables, less allowances, on the statements of financial position.

Deferred revenue from initial franchise fees represents a contract liability and is recognized when cash payments are received in advance of the performance of services, including when the amounts are refundable. Amounts are recognized as revenue in proportion to the costs expected to be incurred in performing services under our contracts.

Revenue is recognized net of any taxes collected from customers, which are subsequently remitted to taxing authorities.

Note 4. Intangible Assets

The table below summarizes the other intangible asset balances:

	As of December 31, 2021		
(in millions)	**Gross**	**Accumulated Amortization**	**Net**
Trade names [1]	$ 1,503.5	$ –	$ 1,503.5
Customer relationships	43.4	4.7	38.7
Other	141.7	13.9	127.8
Total	**$ 1,688.6**	**$ 18.6**	**$ 1,670.0**

	As of December 31, 2020		
(in millions)	**Gross**	**Accumulated Amortization**	**Net**
Trade names [1]	$ 1,335.0	$ –	$ 1,335.0
Customer relationships	46.0	1.0	45.0
Other	132.0	2.7	129.3
Total	**$ 1,513.0**	**$ 3.7**	**$ 1,509.3**

(1) Not subject to amortization

Amortization expense of $15.1 million and $0.9 million was recorded for the year ended December 31, 2021 and the period from December 9, 2020 (Inception) to December 31, 2020, respectively. For the existing intangible assets, we anticipate amortization expense of $15.9 million per year for the years ending December 31, 2022, 2023, 2024, 2025 and 2026.

Note 5. Commitments and Contingencies

We lease certain property and equipment under various operating lease arrangements. Most of the property leases provide that we pay taxes, insurance and maintenance applicable to the leased premises. As leases for existing locations expire, we expect to renew the leases or substitute another location and lease. Please refer to Note 8, Leases, for further details.

In the ordinary course of conducting business activities, we are and may in the future become involved in judicial, administrative and regulatory proceedings involving both private parties and governmental authorities. These proceedings include insured and uninsured matters that are brought on an individual, collective, representative and class action basis, or other proceedings involving regulatory, employment, general and commercial liability, automobile liability, wage and hour, data privacy and other matters. Although it is not possible to predict with certainty the outcome or cost of these matters, we believe they will not have a material adverse effect on the financial statements.

Note 6. Employee Benefit Plans

The Company did not have employee benefit plans in place as of December 31, 2020. However, employees received compensation in lieu of a 401(k)-employer match in the amount of and recognized as an expense of $0.2 million for the period from December 9, 2020 (Inception) to December 31, 2020, which were recorded in selling and administrative expenses on the consolidated statements of operations and comprehensive income. As of December 31, 2021, a 401(k)-employee benefit plan was in place. The amount of 401(k)-employer match was $0.8 million for the year ended December 31, 2021 and was recognized in selling and administrative expenses on the consolidated statements of operations and comprehensive income.

Note 7. Long-term Debt

Notes Payable

The Company has notes payable with various parties. At December 31, 2021 and December 31, 2020, the amount owed under the notes payable were $0.1 million and $1.3 million, respectively. The entirety of the $0.1 million notes payable balance at December 31, 2021 is payable within the following 12 months and classified as the current portion of long-term debt.

2021 Senior Notes

See Note 1 for a description of long-term debt issued under the 2021 Senior Notes.

2020 Securitized Notes

See Note 1 for a description of long-term debt incurred under the Securitization.

Note 8. Leases

The Company accounts for leases under FASB Accounting Standards Codification (“ASC”) 842, *Leases*. We determine if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use assets (“ROU”), net; current portion of lease liability; and long-term lease liability on the statements of financial position. Finance leases are included in property and equipment, net, current portion of finance lease liability and long-term finance lease liability and long-term debt on the statements of financial position.

We participate in a fleet agreement which allows us to obtain fleet vehicles through a leasing program. Vehicle leases have remaining lease terms of less than one year to eight years. For vehicle leases, we account for the lease and non-lease components separately.

Operating lease ROU assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments, including fixed non-lease components, over the lease term at commencement date. Lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Leases,

including subleases, with a lease term of 12 months or less are not recorded on the statements of financial position. Lease expense for minimum lease payments and fixed non-lease components is recognized on a straight-line basis over the lease term.

As of December 31, 2021, assets recorded under finance leases were $0.1 million and accumulated depreciation associated with finance leases was $0.1 million. As of December 31, 2020, assets recorded under finance leases were $0.7 million and accumulated depreciation associated with finance leases was $0.1 million. The operating lease cost component of lease expense was $0.5 million and $0.1 million for the year ended December 31, 2021 and the period from December 9, 2020 (Inception) to December 31, 2020, respectively. The finance lease cost, depreciation of finance lease ROU assets, short-term lease cost and variable lease cost components of lease expense were immaterial.

As the rates implicit in our leases are not readily determinable, we use a collateralized incremental borrowing rate based on the information available at the lease commencement date in determining the present value of future payments. We use the portfolio approach and group leases into categories by lease term length, applying the corresponding incremental borrowing rates to these categories of leases.

Supplemental cash flow information and other information for leases was as follows:

(in millions, unless otherwise noted)	For the year ended December 31, 2021	Period from Inception to December 31, 2020
ROU assets obtained in exchange for lease obligations:		
Operating leases	$ 0.5	$ -
Finance leases	-	-
Weighted Average Remaining Lease Term (in years):		
Operating leases	1.3 Years	3.2 Years
Finance leases	-	3.4 Years
Weighted Average Discount Rate:		
Operating leases	3.17%	3.17%
Finance leases	-	3.17%

As of December 31, 2021, the finance leases included within current portion of finance lease liability and long-term portion of finance lease liability are immaterial on the consolidated statements of financial position. As of December 31, 2021, there was $0.4 million and $0.1 million of operating leases included within current portion of lease liability and long-term portion of lease liability, respectively, on the consolidated statements of financial position. Future minimum lease payments under non-cancellable leases as of December 31, 2021 were as follows:

(in millions)	Operating Leases	Finance Leases
Year ended December 31,		
2022	$ 0.4	$ –
2023	0.1	–
2024	–	–
2025	–	–
2026	–	–
Thereafter	–	–
Total future minimum lease payments	**0.5**	**–**
Less imputed interest	–	–
Total	$ **0.5**	**$ –**

Note 9. Related-party Transactions

Management Fee

In connection with the Securitization, the Company entered into a management agreement with Opco on December 9, 2020 (the "Management Agreement") where Opco is to provide, among other things, the managing of respective rights, powers, duties and obligations in connection with the Pre-Contribution Agreements, the franchise assets, the securitization IP, and all other securitization assets. In exchange for the services described above, the Company will pay an annual management fee equal to a fixed amount of $7.8 million plus (B) a variable fee of $11,500 for every integer multiple of $100,000 of aggregate U.S. retained collections, receivable on a weekly basis. The management fee will be subject to successive 2% annual increases following each anniversary of the closing date. Such fees are included in selling and administrative expenses in the consolidated statement of operations and comprehensive income. For the year ended December 31, 2021 the Management fee was $27.8 million. There was no such fee for the period from Inception to December 31, 2020.

Note 10. Disposals

On September 30, 2021, the Company entered into four (4) separate asset sale agreements with existing franchisees to dispose of the following Company-owned branches:

- Service Master Merry Maids branch in Memphis, TN ("Memphis Branch")
- ServiceMaster Restore branches in Charlotte, NC and Wichita, KS ("Charlotte and Wichita Branches")
- ServiceMaster Restore branch in Chantilly, VA ("Chantilly Branch")
- ServiceMaster Clean branch in Albuquerque, NM ("Albuquerque Branch")

The transactions for each of the sales closed on October 29, 2021, with the exception of the sale of the Memphis Branch, which closed on October 25, 2021. The total consideration received for the sale of branches was de minimis and the Company will receive guaranteed royalty payments.

Note 11. Subsequent Events

The Company evaluated subsequent events from December 31, 2021 through March 31, 2022, the date the financial statements were available to be issued. The Company is not aware of any subsequent events which would require disclosure in the financial statements.

THE FOLLOWING FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Disclaimer

Ernst & Young LLP ("EY") prepared the attached Report only for ServiceMaster OpCo Holdings L.L.C. (the "Client") pursuant to an agreement solely between EY and Client. EY did not perform its services on behalf of or to serve the needs of any other person or entity. Accordingly, EY expressly disclaims any duties or obligations to any other person or entity based on its use of the attached Report. Any other person or entity must perform its own due diligence inquiries and procedures for all purposes, including, but not limited to, satisfying itself as to the financial condition and control environment of Client, as well as the appropriateness of the accounting for any particular situation addressed by the Report.

EY did not perform an audit, review, examination or other form of attestation (as those terms are identified by the American Institute of Certified Public Accountants or by the Public Company Accounting Oversight Board) of Client's financial statements. Accordingly, EY did not express any form of assurance on Client's accounting matters, financial statements, any financial or other information or internal controls. EY did not conclude on the appropriate accounting treatment based on specific facts or recommend which accounting policy/treatment Client should select or adopt.

The observations relating to accounting matters that EY provided to Client were designed to assist Client in reaching its own conclusions and do not constitute our concurrence with or support of Client's accounting or reporting. Client alone is responsible for the preparation of its financial statements, including all of the judgments inherent in preparing them.

This information is not intended or written to be used, and it may not be used, for the purpose of avoiding penalties that may be imposed on a taxpayer.

SERVICEMASTER SYSTEMS, LLC AND SUBSIDIARIES

(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)

(Unaudited) Condensed Consolidated Financial Information as of February 28, 2022 and for the two months ended February 28, 2022

SERVICEMASTER SYSTEMS, LLC AND SUBSIDIARIES

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SERVICEMASTER SYSTEMS, LLC AND SUBSIDIARIES
(UNAUDITED) CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS AND COMPREHENSIVE INCOME

(in millions)	Two months ended February 28, 2022
Revenue	**$ 49.5**
Cost of services rendered	18.7
Selling and administrative expenses	13.7
Depreciation and amortization expense	2.7
Operating expenses	35.1
Operating income	**14.4**
Other expense	0.6
Net income and comprehensive income	**$ 13.8**

SERVICEMASTER SYSTEMS, LLC AND SUBSIDIARIES
(UNAUDITED) CONDENSED CONSOLIDATED STATEMENT OF FINANCIAL POSITION

(in millions)		As of February 28, 2022
Assets:		
Accounts receivable, less allowance	$	51.3
Inventories		8.8
Prepaid expenses and other assets		3.0
Total Current Assets		**63.1**
Property and equipment, net		17.1
Operating lease right-of-use asset		0.4
Notes receivable, less allowance		0.1
Intangible assets, net		1,667.7
Investments in and advances to subsidiaries		0.2
Other assets		0.1
Total Assets	**$**	**1,748.7**
Liabilities and Member's Equity:		
Accounts payable	$	16.4
Payroll and related expenses		0.6
Deferred revenue		3.0
Current portion of lease liability		0.4
Current portion of finance lease liability		0.2
Current portion of long-term debt		0.1
Other current liabilities		25.0
Total Current Liabilities		**45.7**
Other long-term obligations		3.2
Intercompany payable		6.2
Long-term portion of finance lease liability		0.2
Total Liabilities		**55.3**
Member's Equity		1,693.4
Total Liabilities and Member's Equity	**$**	**1,748.7**

FINANCIAL STATEMENTS

FOR

SERVICEMASTER OPCO HOLDINGS, LLC

AND SUBSIDIARIES

SERVICEMASTER OPCO HOLDINGS, LLC AND SUBSIDIARIES

(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)

Consolidated Financial Statements for the year ended December 31, 2021 and for the period from October 1, 2020 (Inception) to December 31, 2020

SERVICEMASTER OPCO HOLDINGS, LLC AND SUBSIDIARIES
(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)

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INDEPENDENT AUDITOR'S REPORT

To the Board of Managers of RW Parent, LLC and
The Management of ServiceMaster OpCo Holdings, LLC
Atlanta, Georgia

Opinion

We have audited the consolidated financial statements of ServiceMaster OpCo Holdings, LLC and subsidiaries (the "Company"), which comprise the consolidated statements of financial position as of December 31, 2021 and 2020, and the related consolidated statements of operations and comprehensive income, member's equity, and cash flows for the year ended December 31, 2021 and the period from October 1, 2020 (inception) to December 31, 2020, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the year ended December 31, 2021 and the period from October 1, 2020 (inception) to December 31, 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Deloitte + Touche LLP

March 31, 2022

SERVICEMASTER OPCO HOLDINGS, LLC AND SUBSIDIARIES
(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME

(in millions)	Year ended December 31, 2021	Period from October 1, 2020 (Inception) to December 31, 2020
Revenue	**$ 302.6**	**$ 62.5**
Cost of services rendered	133.4	31.4
Selling and administrative expenses	100.0	23.5
Depreciation and amortization expense	18.7	4.4
Operating expenses	252.1	59.3
Operating income	**50.5**	**3.2**
Other expense	3.8	-
Interest expense	27.8	1.5
Net income and comprehensive income	**$ 18.9**	**$ 1.7**

See accompanying notes to the consolidated financial statements.

SERVICEMASTER OPCO HOLDINGS, LLC AND SUBSIDIARIESS
(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

(in millions)	As of December 31, 2021	As of December 31, 2020
Assets:		
Cash and cash equivalents	$ 19.6	$ 32.6
Restricted cash	13.9	7.0
Accounts receivable, less allowance	53.3	38.4
Current portion of notes receivable	2.3	-
Inventories	7.2	5.7
Prepaid expenses and other assets	14.0	4.3
Total Current Assets	**110.3**	**88.0**
Property and equipment, net	21.4	8.2
Operating lease right-of-use asset	15.0	8.4
Notes receivable, less allowance	7.0	9.7
Intangible assets, net	1,670.0	1,407.0
Other assets	0.1	-
Total Assets	**$ 1,823.8**	**$ 1,521.3**
Liabilities and Member's Equity:		
Accounts payable	$ 18.5	$ 16.5
Payroll and related expenses	2.0	6.2
Accrued interest payable	2.9	1.3
Deferred revenue	2.7	3.1
Current portion of lease liability	2.3	0.8
Current portion of finance lease liability	-	0.2
Current portion of long-term debt	20.5	5.9
Other current liabilities	34.5	21.6
Total Current Liabilities	**83.4**	**55.6**
Long-term debt	996.0	612.3
Other long-term obligations	3.5	4.9
Long-term lease liability	12.7	7.6
Long-term portion of finance lease liability	-	0.5
Total Liabilities	**1,095.6**	**680.9**
Member's Equity	728.2	840.4
Total Liabilities and Member's Equity	**$ 1,823.8**	**$ 1,521.3**

See accompanying notes to the consolidated financial statements.

SERVICEMASTER OPCO HOLDINGS, LLC AND SUBSIDIARIES
(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)
CONSOLIDATED STATEMENTS OF MEMBER'S EQUITY

(in millions)		Member's Equity
Balance at October 1, 2020	**$**	–
Initial contribution from Member		1,433.5
Contributions from Member		7.3
Distribution to Member		(602.1)
Net income and comprehensive income		1.7
Balance at December 31, 2020	**$**	**840.4**
Contribution (TMTI and SRM)		301.8
Contribution from Member		1.1
Distribution to Member		(434.0)
Net income and comprehensive income		18.9
Balance at December 31, 2021	**$**	**728.2**

See accompanying notes to the consolidated financial statements.

SERVICEMASTER OPCO HOLDINGS, LLC AND SUBSIDIARIES
(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)
CONSOLIDATED STATEMENTS OF CASH FLOWS

(in millions)	For the year ended December 31, 2021	Period from October 1, 2020 (Inception) to December 31, 2020
Cash Flows from Operating Activities	$	$
Net income	18.9	1.7
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization expense	18.7	4.4
Amortization of debt issuance costs	2.4	0.2
Non-cash lease expense	–	0.2
Other, net	3.8	–
Changes in operating assets and liabilities		
Accounts receivable and notes receivable	(7.2)	0.4
Inventories	(0.6)	(0.4)
Prepaid expenses and other assets	(2.1)	(3.5)
Accounts payable	(1.0)	7.8
Deferred revenue	(4.0)	(0.3)
Operating lease liability	–	(0.2)
Accrued and other current liabilities	7.7	8.2
Net cash provided by operating activities	36.6	18.5
Cash Flows from Investing Activities		
Capital expenditures	(1.1)	(0.7)
Net cash used in investing activities	(1.1)	(0.7)
Cash Flows from Financing Activities		
Payments on finance leases	(0.6)	–
Debt payment	(36.9)	(0.2)
Proceeds from borrowings	440.0	634.9
Debt issuance costs	(11.2)	(18.1)
Contribution from Member	1.1	7.3
Distribution to Member	(434.0)	(602.1)
Net cash (used in) provided by financing activities	(41.6)	21.8
Net (decrease) increase in cash, cash equivalents and restricted cash	(6.1)	39.6
Cash, cash equivalents and restricted cash at beginning of period	39.6	–
Cash, cash equivalents and restricted cash at end of period	**$ 33.5**	**$ 39.6**
Non-cash investing and financing activities		
Initial non-cash contribution of assets and liabilities from Member on October 1, 2020	$ –	$ 1,433.5
Non-cash contribution of assets and liabilities in connection with acquisitions	$ 301.8	$ –
Cash paid for interest	$ 29.3	$ –

See accompanying notes to the consolidated financial statements.

Note 1. Description of Business

ServiceMaster Opco Holdings, LLC

ServiceMaster Opco Holdings, LLC (the "Company") is a newly formed limited liability company and a direct, wholly owned subsidiary of RW Purchaser LLC ("RW Purchaser" or "Member"). ServiceMaster Funding LLC (the "Issuer"), an indirect wholly owned subsidiary of the Company, will guarantee the Notes (as defined in Note 7, *Long-term Debt*), together with the other Guarantors (as defined below), pursuant to the Guarantee and Collateral Agreement. Through its direct wholly owned subsidiary ServiceMaster Holdco, LLC ("Holdco"), the Company acts as the manager of the securitization of restoration, cleaning, furniture repair, property inspection, moving, junk removal, and storage solution services to both residential and commercial customers through the ServiceMaster Brands: ServiceMaster Restore, ServiceMaster Clean, Merry Maids, Furniture Medic, AmeriSpec, and Two Men and a Truck ("TMTI") (collectively, the "ServiceMaster Brands.")

References to "we," "us," "our" and "Company" in the accompanying consolidated financial statements (the "financial statements") are to the Company's business unless the context otherwise requires.

Organizational Structure

On October 1, 2020, RW Purchaser entered into a transaction (the "Transaction") to acquire substantially all of the assets and liabilities associated with the following brands and businesses: ServiceMaster Restore, ServiceMaster Clean, Merry Maids, Furniture Medic and AmeriSpec (collectively, the "ServiceMaster Brands") from Terminix Global Holdings, Inc. The total purchase price of the Transaction was allocated to the underlying assets acquired and liabilities assumed based upon their estimated fair values at the date of Transaction.

On December 9, 2020 (the "Securitization Date"), a series of agreements (collectively, the "Securitization") were effectuated and gave rise to a revised legal entity structure of RW Purchaser's subsidiaries as well as the issuance of approximately $750,000,000 of Notes (as defined in Note 7, *Long-term Debt*) by RW Purchaser's indirect subsidiaries, Issuer and ServiceMaster of Canada Limited ("Canada Limited" and collectively, the "Co-Issuers"), which have been guaranteed by commonly controlled RW Purchaser subsidiaries, Holdco and RW Canada Intermediate Ltd., as well as all of the subsidiaries of the Issuer (collectively, the "Guarantors").

Pursuant to the Securitization, a subset of the agreements resulted in the transfer of net assets comprising substantially all of the net assets of the ServiceMaster Brands between certain related parties under the common control of RW Purchaser. As relevant parties involved with the transfer of net assets in connection with the Securitization were under the common control of RW Purchaser, all of the assets and liabilities were contributed at their respective carrying cost as of the Securitization Date.

At the Securitization Date the Member then entered into a contribution agreement pursuant to which the Member contributed assets, net of liabilities, in the amount of $1,433.5 million of the US portion of the ServiceMaster Brands to the Company, which were subsequently contributed by the Company to its wholly owned subsidiaries.

On March 1, 2021, the Company acquired the loss recovery business (the "SRM Business") from DSI Holdings Corporation for $20.9 million, primarily consisting of the ServiceMaster Recovery Management loss recovery network. The total purchase price of the SRM Business was allocated to the underlying assets acquired and liabilities assumed based upon management's estimated fair values at the date of acquisition. The total estimated fair value of the net identifiable tangible and intangible assets acquired was $6.6 million and consisted of $5.7 million of property and equipment, $0.8 million of inventories, and $0.1 million of intangible assets. The excess of purchase price over the estimated fair value of the net assets acquired resulted in $14.3 million allocated to goodwill.

On July 30, 2021, a series of agreements were effectuated and gave rise to the issuance of approximately $400,000,000 of Notes (as defined below in Note 7, *Long-term Debt*) by the Co-Issuers, which have been guaranteed by the Guarantors.

On August 3, 2021 (the "TMTI Transaction Date"), RW Purchaser entered into a transaction (the "TMTI Transaction") to acquire substantially all of the assets and liabilities associated with the following brands and businesses: Two Men and a Truck/International, Inc., Eberly Transportation, Inc., TMT/Gold Rush, LLC, TMT – Delhi, L.L.C., and TMT – Lansing, LLC from TMTI Holdco, Inc., Eberly Holdco, Inc., Melanie Bergeron, Jon Sorber, and James Brigham Sorber. The total purchase price of the TMTI Transaction was allocated to the underlying assets acquired and liabilities assumed based upon their estimated fair values at the date of the TMTI Transaction. The allocation of the purchase price is preliminary and may change in future periods, perhaps materially, as fair value estimates of the assets acquired, and liabilities assumed are refined and finalized during the allowable one-year measurement period.

Pursuant to the TMTI Transaction, a subset of the agreements resulted in the transfer of net assets comprising substantially all of the net assets of TMTI between certain related parties under the common control of RW Purchaser. As relevant parties involved with the transfer of net assets in connection with the TMTI Transaction were under the common control of RW Purchaser, all of the assets and liabilities were contributed at their respective carrying cost as of the TMTI Transaction Date. As these assets are a subset of the assets acquired as part of the TMTI Transaction on August 3, 2021, they are subject to a measurement period of one year from the date of the TMTI Transaction, August 3, 2021.

The Member then entered into a contribution agreement pursuant to which the Member contributed assets, net of liabilities, in the amount of $301.8 million of the TMTI (August 3, 2021) and SRM (March 1, 2021) to the Company, which were subsequently contributed by the Company to its wholly owned subsidiaries.

COVID-19

COVID-19 continues to impact the global economy. The impact of the COVID-19 pandemic depends on factors largely beyond the Company's knowledge or control. The Company did not experience any material operational, or supply chain disruptions related to various efforts to mitigate the spread of COVID-19. However, there remains uncertainty around the breadth and duration of business disruptions related to COVID-19, as well as its impact on the U.S. and international economies. As such, the Company is unable to determine if it will have a material impact to its operations.

Note 2. Significant Accounting Policies

The significant accounting policies described below, together with the other notes that follow, are an integral part of the financial statements.

Basis of Preparation

The historical results of our operations, financial position and cash flows have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Use of Estimates

The preparation of the financial statements requires management to make certain estimates and assumptions required under US GAAP that may differ from actual results. The more significant areas requiring the use of management estimates relate to revenue recognition; the allowance for uncollectible receivables; the possible outcome of outstanding legal matters; the deferral and amortization of customer acquisition costs; useful lives for determining depreciation and amortization expense; and the valuation of tangible and intangible assets.

Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents include highly liquid investments with maturity dates of three months or less from the date of purchase and are recorded at cost.

Restricted cash relates to the 2021 and 2020 Securitizations. As part of the transactions, the Company established certain cash and money market mutual fund accounts in the name of a financial institution (the "Trustee") for the benefit of the Trustee and the noteholders and are restricted in their use. Restricted cash is comprised of cash collections and reserves due to the Trustee to be used for payments of principal, interest, commitment fees and other permissible operating expenses required for the notes of the Company.

Accounts and Notes Receivable

Accounts receivable and notes receivable consist primarily of national account revenue due from customers, royalties and franchise fees due from franchisees and amounts financed for franchisees through our financing entity. Accounts receivable are carried at their net realizable value. The Company accounts for credit losses using the Current Expected Credit Loss (CECL) model detailed in the Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") No. 2016-13, *Financial Instruments – Credit Losses (Topic 326)*. The Company's expected loss allowance methodology for accounts receivable is developed using historical collection experience, current and future economic and market conditions and a review of the current status of customers' trade accounts receivable. Due to the short-term nature of such receivables, the estimate of accounts receivable that may not be collected is based on aging of the accounts receivable balances and consideration of customers' financial and macroeconomic conditions. Balances are written off when determined to be uncollectible. The Company considered the current and expected future economic and market conditions surrounding the COVID-19 pandemic and determined that the estimate of credit losses was not significantly impacted.

Estimates are used to determine the allowance. It is based on an assessment of anticipated payment and all other historical, current and future information that is reasonably available.

(in millions)	As of December 31, 2021		
	Accounts Receivable	Notes Receivable	Total
Receivables	$ 59.2	$ 9.5	$ 68.7
Less: Allowance for credit losses	(5.9)	(0.2)	(6.1)
Receivables, net of allowance	**$ 53.3**	$ **9.3**	**$ 62.6**

(in millions)	As of December 31, 2020		
	Accounts Receivable	Notes Receivable	Total
Receivables	$ 38.8	$ 10.0	$ 48.8
Less: Allowance for credit losses	(0.4)	(0.3)	(0.7)
Receivables, net of allowance	**$ 38.4**	$ **9.7**	**$ 48.1**

Deferred Customer Acquisition Costs

Customer acquisition costs, which are incremental and direct costs of obtaining a customer, are deferred and amortized over the expected customer relationship period.

Inventories

Inventories are recorded at the lower of cost (primarily on a weighted-average cost basis) or net realizable value. Our inventories primarily consist of finished goods to be used on the customers' premises or sold to franchisees.

Property and Equipment and Intangible Assets

Property and equipment consist of the following:

(in millions)	As of December 31, 2021	As of December 31, 2020	Estimated Useful Lives (Years)
Building	$ 0.3	$ –	39
Land	7.0	–	–
Leasehold improvements	3.1	1.8	1-39
Technology and communications	9.3	5.8	2-10
Machinery and equipment	5.4	1.0	5-10
Office equipment, furniture and fixtures	0.8	0.5	3-17
Less: Accumulated depreciation	(4.5)	(0.9)	
Property and equipment, net	**$ 21.4**	**$ 8.2**	

Depreciation expense of property and equipment was $3.6 million for the year ended December 31, 2021 and $0.9 million for the period from Inception to December 31, 2020.

Property and equipment and intangible assets with finite lives are depreciated and amortized on a straight-line basis over their estimated useful lives. These lives are based on our previous experience for similar assets, potential market obsolescence and other industry and business data. As required by accounting standards for the impairment or disposal of long-lived assets, property and equipment and finite-lived intangible assets are tested for recoverability whenever events or changes in circumstances indicate their carrying amounts may not be recoverable. If the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset, an impairment loss could be recognized equal to the difference between the carrying amount and the fair value of the asset. Changes in the estimated useful lives or in the asset values could cause us to adjust its book value or future expense accordingly.

Indefinite-lived intangible assets, primarily trade names, are assessed annually for impairment during the fourth quarter or earlier upon the occurrence of certain events or substantive changes in circumstances. The Company performed an annual impairment analyses as of October 1, 2021 which did not result in any trade name impairments to continuing operations. See Note 4, *Intangible Assets*, for our intangible asset balances.

Member's Equity

Our equity on the consolidated statements of financial position represents RW Purchaser's net investment in us and is presented as Member's equity. Member's equity includes net cash transfers and other net asset transfers to and from RW Purchaser and us.

Leases

We determine if an arrangement is a lease at inception. We recognize a right-of-use ("ROU") asset and lease liability for all leases with terms of 12 months or more. ROU assets represent our right to use an underlying asset for the lease term, and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. We use the implicit rate when readily determinable. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. See Note 8 to the accompanying consolidated financial statements for information related to our leases.

Revenue

Royalty fees

The Company has franchise agreements in the ServiceMaster Restore, ServiceMaster Clean, Merry Maids, Furniture Medic, AmeriSpec, and Two Men and a Truck businesses. Royalty fee revenue consists principally of sales-based royalties received as part of the consideration for the franchise right and is calculated as a percentage of customer-level revenue. Royalty Fees are recognized at the agreed-upon contractual rates over time as the customer-level revenue is generated by the franchisees. A receivable is recognized for an estimate of the unreported royalty fees, which are reported and remitted to us in arrears.

Commercial cleaning and other national accounts

National account revenues are recognized at the agreed-upon contractual amounts over time as services are completed based on contractual arrangements to provide services at the customers' locations. The Company engages either a franchisee or third-party business to perform the services. Under these agreements, the Company is directly responsible for providing the services and receive payment directly from the customer. A receivable is recorded related to this revenue as the Company has an unconditional right to invoice and receive payment. Payments are typically received shortly after services have been rendered.

Sales of products

Revenues are generated from selling products to franchisees. Revenues from product sales are generally recognized once control of the products transfers to the customer. A receivable is recorded related to these sales as the Company has an unconditional right to invoice and receive payment. Payments are typically received shortly after a customer is invoiced.

Franchise Fees

Initial franchise fees result from the sale of a franchise license, which includes the use of the name, trademarks and proprietary methods. The franchise license is considered symbolic intellectual property and revenue related to the sale of this right is recognized at the agreed-upon contractual amount over the term of the initial franchise agreement.

We have contractual arrangements with several national insurance companies to maintain a call center which receives and provides nonrecurring recovery and restoration referrals from the insurers to qualifying franchisees. We receive and recognize referral fees from franchisees at the agreed-upon contractual amount as revenue in the month the referral is issued. The Company also collects a renewal fee from franchisees based on the terms of the initial franchise agreement entered into between the Company and franchisees.

We recognize revenue from Company owned locations at the point in time when services are provided to the customer.

National advertising fund

Franchisees contribute a percentage of customer-level revenue into a national advertising fund managed by us. In cases where we have ultimate control of the marketing and advertising, we recognize both revenue and expense for the amount earned.

Advertising

Advertising costs are expensed when the advertising occurs and are included in selling and administrative expenses. Advertising costs were $15.6 million and $4.4 million for the year ended December 31, 2021 and the period from Inception to December 31, 2020, respectively. Advertising costs include national advertising fund expenses of $14.5 million and $2.8 million for the year ended December 31, 2021 and the period from Inception to December 31, 2020, respectively, for which there is an equal amount recorded in revenue for the year ended December 31, 2021, and the period from Inception to December 31, 2020.

Income Taxes

The Company is a single-member, limited liability corporation which has elected not to be taxed as a corporation, and consequently is not subject to U.S. federal or state income taxes. As such, for income tax purposes, the Company's earnings flow through directly to the Member.

Comprehensive Income

Comprehensive income represents net income for the period plus the results of certain other changes in Member's equity. The Company's comprehensive income is equal to its net income.

Newly Issued Accounting Standards

Accounting Standards Issued But Not Yet Effective

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848) – Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. The amendments in this ASU provide guidance aimed at easing the potential burden in accounting for or recognizing the effects of reference rate reform on financial reporting. In response to concerns about structural risks of interbank offered rates (IBORs), and, particularly, the risk of cessation of the London Interbank Offered Rate (LIBOR), regulators in several jurisdictions around the world have undertaken reference rate reform initiatives to identify alternative reference rates that are more observable or transaction based and less susceptible to manipulation. The amendments in this ASU are effective for all entities as of March 12, 2020 through December 31, 2022. The Company's debt agreements utilize LIBOR and have not yet discontinued its use. We plan to apply the amendments in this ASU to account for contract modifications due to changes in reference rates when applicable. We do not expect these amendments to have a material impact on our financial statements and related disclosures.

We have reviewed all other recently issued, but not yet effective, accounting pronouncements and do not expect the future adoption of any such pronouncements will have a material impact on our financial condition or the results of our operations.

Note 3. Revenue

The following table presents our revenues, disaggregated by revenue source. We disaggregate revenue from contracts with customers into major customer acquisition channels. We determined that disaggregating revenue into these categories achieves the disclosure objective to depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

(in millions)	Year ended December 31, 2021	Period from Inception to December 31, 2020
Major service line		
Royalty Fees	$ 141.4	$ 28.4
Commercial Cleaning and other National Accounts	84.0	21.8
Sales of Products	12.0	3.7
Other	65.2	8.6
Total	**$ 302.6**	**$ 62.5**

Costs to Obtain a Contract with a Customer

The Company capitalizes the incremental costs of obtaining a contract with a customer, primarily commissions, and recognizes the expense on a straight-line basis, as adjusted to match the timing of revenue recognition, over the expected customer relationship period. As of December 31, 2021 and 2020, there was an immaterial amount of activity related to capitalizable cost to obtain a contract.

Contract Balances

We record a receivable related to revenue recognized on services once we have an unconditional right to invoice and receive payment in the future related to the services provided. All accounts receivables are recorded within accounts receivables, less allowances, on the consolidated statements of financial position.

Deferred revenue from initial franchise fees represents a contract liability and is recognized when cash payments are received in advance of the performance of services, including when the amounts are refundable. Amounts are recognized as revenue in proportion to the costs expected to be incurred in performing services under our contracts.

Revenue is recognized net of any taxes collected from customers, which are subsequently remitted to taxing authorities.

Note 4. Intangible Assets

The table below summarizes the other intangible asset balances:

	As of December 31, 2021		
(in millions)	**Gross**	**Accumulated Amortization**	**Net**
Trade names [1]	$ 1,503.5	$ –	$ 1,503.5
Customer relationships	43.4	4.7	38.7
Other	141.7	13.9	127.8
Total	**$ 1,688.6**	**$ 18.6**	**$ 1,670.0**

	As of December 31, 2020		
(in millions)	**Gross**	**Accumulated Amortization**	**Net**
Trade names [1]	$ 1,241.5	$ –	$ 1,241.5
Customer relationships	43.4	0.9	42.5
Other	125.6	2.6	123.0
Total	**$ 1,410.5**	**$ 3.5**	**$ 1,407.0**

(1) Not subject to amortization

Amortization expense of $15.1 million and $3.5 million was recorded in the year ended December 31, 2021 and the period from Inception to December 31, 2020, respectively. For the existing intangible assets, we anticipate amortization expense of $15.9 million per year for the years ending December 31, 2022, 2023, 2024, 2025 and 2026.

Note 5. Commitments and Contingencies

We lease certain property and equipment under various operating lease arrangements. Most of the property leases provide that we pay taxes, insurance and maintenance applicable to the leased premises. As leases for existing locations expire, we expect to renew the leases or substitute another location and lease. Please refer to Note 8, *Leases*, for further details.

In the ordinary course of conducting business activities, we are and may in the future become involved in various litigation and claims incidental to our business. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flow.

Note 6. Employee Benefit Plans

The Company did not have employee benefit plans in place as of December 31, 2020. However, employees received compensation in lieu of a 401(k)-employer match in the amount of and recognized as an expense of $0.2 million for the period from Inception to December 31, 2020, which were recorded in selling and administrative expenses on the consolidated statements of operations and comprehensive income. As of December 31, 2021, a 401(k)-employee benefit plan was in place. The amount of 401(k)-employer match was $0.8 million for the year ended December 31, 2021 and was recognized in selling and administrative expenses on the consolidated statements of operations and comprehensive income.

Note 7. Long-term Debt

Outstanding debt consists of the following:

(in millions)	As of December 31, 2021	As of December 31, 2020
Series 2020 Class A-2-I Notes, due January 2051	$ 225.0	$ 226.8
Series 2020 Class A-2-II Notes, due January 2051	405.1	408.1
Series 2020 Class A-1 Variable Rate Notes	10.0	–
Series 2021 Class A-2-I Notes, due July 2051	149.6	–
Series 2021 Class A-2-II Notes, due July 2051	249.4	–
Notes payable	0.1	1.2
Less debt issuance costs, net	(22.7)	(17.9)
Total long-term debt, including current portion	**1,016.5**	**618.2**
Less current portion	(20.5)	(5.9)
Long-term debt, net	**$ 996.0**	**$ 612.3**

Interest expense was $27.8 million for all credit facilities described below for the year ended December 31, 2021 and $1.3 million for the period from Inception to December 31, 2020.

Future Minimum Principal Payments

(in millions)	Amount
2022	$ 20.5
2023	10.3
2024	10.3
2025	10.3
2026	10.3
Thereafter	977.5
Total future minimum payments	**$ 1,039.2**

2021 Senior Notes

On July 30, 2021, in conjunction with the TMTI Transaction, as defined above, the Co-Issuers entered into an agreement (the "2021 Indenture") for a senior note secured term loan facility in an aggregate principal amount of $400,000,000 with Citibank. The Issuer issued $150,000,000 of Series 2021-1 2.865% Fixed Rate Senior Secured Notes, Series 2021 Class A-2-I, $250,000,000 of Series 2021-1, 3.113% Fixed Rate Senior Secured Notes, Series 2021 Class A-2-II (the "2021 Notes"). The legal final maturity date of the Notes is in July 2051. The 2021 Indenture provides for an anticipated repayment date of July 2028 for the Series 2021 Class A-2-I Notes and an anticipated repayment date of July 2031 for the Series 2021 Class A-2-II Notes (as applicable, the "Anticipated Repayment Date"). The lending commitment under the Series 2021-1 Class A-1 Notes will expire in July 2026, subject to two automatic annual renewals at the election of the Issuer if certain conditions are met.

The 2021 Notes are secured by substantially all of the assets of the Issuer and the Guarantors. The 2021 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the 2021 Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make-whole payments.

In connection with the 2021 Notes, the Company incurred $7.2 million of debt issuance costs. The debt issuance costs were capitalized and amortized on a straight-line basis (which approximates the effective interest method) over the term of the 2021 Notes. The Company incurred $0.3 million of amortization expense of the 2021 Note issuance costs for the year ended December 31, 2021.

2020 Securitized Notes

In connection with the 2020 Securitization, on December 9, 2020 the Co-Issuers entered into an agreement (the "2020 Indenture") pursuant to which the Co-Issuers issued $250,000,000 of Series 2020-1 2.841% Fixed Rate Senior Secured Notes, Series 2020 Class A-2-I (the "Class A-2-I Notes"), $450,000,000 of Series 2020-1, 3.337% Fixed Rate Senior Secured Notes, Series 2020 Class A-2-II (the "Class A-2-II Notes"), and $50,000,000 of variable funding notes, Series 2020 Class A-1 (the "Series 2020-1 Class A-1 Notes" and, collectively with the Series 2020 Class A-2-I Notes and the Series 2020 Class A-2-II Notes, the "2020 Notes"). Interest will accrue on the Series 2020-1 Class A-1 Notes at a variable rate depending on the outstanding amount drawn by the Co-Issuers from time to time thereunder, if any. The legal final maturity date of the Notes is in January 2051. As of December 31, 2020, no amounts were outstanding under the Series 2020-1 Class A-1 Notes. Unless earlier prepaid to the extent permitted, the 2020 Indenture provides for an anticipated repayment date of January 2028 for the Class A-2-I Notes and an anticipated repayment date of January 2031 for the Series 2020 Class A-2-II Notes (as applicable, the "Anticipated Repayment Date"). The lending commitment under the Series 2020-1 Class A-1 Notes will expire in January 2026, subject to two automatic annual renewals at the election of the Co-Issuers if certain conditions are met. The Series 2020 Class A-2-I Notes were allocated to the Issuer and Canada Limited in the amount of $226,750,000 and $23,250,000, respectively. The Series 2020 Class A-2-II Notes were allocated to the Issuer and Canada Limited in the amount of $408,150,000 and $41,850,000, respectively.

The Company incurred $20.0 million of debt issuance costs directly attributable to the 2020 Notes. The debt issuance costs were capitalized and are shown net of the long-term debt on the consolidated statements of financial position. The debt issuance costs are amortized on a straight-line basis (which approximates the effective interest method) over the term of the 2020 Notes. For the year ended December 31, 2021, the Company recognized $2.0 million of amortization expense of debt issuance costs related to the 2020 Notes and $0.2 million for the period from Inception to December 31, 2020.

The 2020 Notes are secured by substantially all of the assets of the Co-Issuers and the Guarantors. The 2020 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the 2020 Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make-whole payments. The 2020 Notes are also subject to customary rapid amortization events provided for in the Indenture and customary events of default. The 2020 Indenture also provides for quarterly principal amortization in respect of the Series 2020 Class A-2-I Notes and the Series 2020 Class A-2-II Notes equal to 0.25% of their original principal amount through their respective Anticipated Repayment Date, subject to a fall-away provision if the senior leverage ratio is less than a specified threshold on any quarterly test date.

Under the 2021 Indenture and the 2020 Indenture, the Company makes weekly payments of principal and interest for the balances outstanding under the 2021 Notes and the 2020 Notes. The payments are remitted to the Trustee weekly based on retained collections during the previous weekly collection period. The Company classifies such advance debt payments during the period they are held by the Trustee in Prepaid Expenses and Other Assets. The balances of the advance debt payments held by the Trustee amounted to $8.5 million as of December 31, 2021. There was no such balance held by the Trustee as of December 31, 2020.

Bridge Loan – 2021

On June 16, 2021, the Company entered into an agreement (the "2021 Bridge Loan Agreement") for a term loan in which the Company and RW Canada Ltd., a direct wholly owned subsidiary, would receive a $300,000,000 term loan (the "2021 Bridge Loan"). The 2021 Bridge Loan would have matured 270 days after the acquisition close date which is on June 30, 2021 and no funds were borrowed under this facility prior to maturity.

In connection with the 2021 Bridge Loan, the Company incurred $3.8 million in loan commitment fees, which were expensed in other expense in the consolidated statements of operations and comprehensive income during the year ended December 31, 2021.

Bridge Loan – 2020

On October 1, 2020, the Company entered into an agreement (the "Bridge Loan Agreement") for a term loan in which the Company and RW Canada Ltd., a direct wholly owned subsidiary, received a $610,000,000 and $65,000,000 term loan respectively ("collectively, the "Bridge Loan"). Interest accrues on the Bridge Loan at a variable rate equal to the alternate base rate plus the applicable margin, where the alternate base rate depends on the interest rate last quoted by the Wall Street Journal or, if the Wall Street Journal ceases to quote such a rate, the Federal Funds Effective Rate. In addition, a revolving line of credit in the amount of $50,000,000 was made available to the Company. The Bridge Loan was set to mature on May 24, 2021. The full amount of the Bridge Loan was repaid in December 2020 and the revolving line of credit was undrawn at the time of extinguishment.

In connection with the Bridge Loan, the Company incurred $24.5 million of debt issuance costs. The debt issuance costs were capitalized and amortized on a straight-line basis over the term of the Bridge Loan. The Company incurred $6.1 million of amortization expense of the Bridge Loan debt issuance costs and $5.5 million of interest expense for the three months ended December 31, 2020. On December 9, 2020, the Bridge Loan was repaid and extinguished using proceeds from the Notes (as defined above). In connection with the early extinguishment of the Bridge Loan, a $3.6 million rebate was received and applied against the $18.4 million of unamortized debt issuance costs resulting in a $14.8 million loss on extinguishment of debt.

Letters of Credit

In connection with the Securitization, a commercial bank issued an interest reserve letter of credit in an amount up to $10.4 million in favor of Citibank N.A. (the "Trustee") for the benefit of the senior noteholders and/or the servicer of the Securitization (each, a "Beneficiary"). The $10.4 million funds will be made available to either Beneficiary in order for the Company to comply with the required interest reserve amounts pursuant to the Indenture (as defined in Note 7, *Long-term Debt*). The terms of the letter of credit automatically renew without an amendment on each anniversary of the date of issuance for a one-year period with a final expiry date of January 15, 2027. The Company intends to renew the letter of credit for as long as the Company holds the Notes (as defined in Note 7, *Long-term Debt*). As of December 31, 2021, no amounts were outstanding under the letter of credit.

The Company also has a letter of credit in the amount of $6.1 million as of December 31, 2021, associated with a captive insurance program within TMTI. As of December 31, 2021, no amounts were outstanding under the letter of credit.

Notes Payable

The Company has notes payable with various parties. At December 31, 2021 and 2020 the amount owed under the notes payable was $0.1 million and $1.2 million, respectively. The entirety of the $0.1 million is payable within the following 12 months and included in current portion of long-term debt.

Note 8. Leases

The Company accounts for leases under FASB Accounting Standards Codification ("ASC") 842, *Leases*. We determine if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use assets ("ROU"), net; current portion of lease liability; and long-term lease liability on the consolidated statements of financial position. Finance leases are included in property and equipment, net; current portion of finance lease liability and long-term finance lease liability and long-term debt on the consolidated statements of financial position.

We participate in a fleet agreement which allows us to obtain fleet vehicles through a leasing program. Vehicle leases have remaining lease terms of less than one year to eight years. For vehicle leases, we account for the lease and non-lease components separately.

Operating lease ROU assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments, including fixed non-lease components, over the lease term at commencement date. Lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Leases, including subleases, with a lease term of 12 months or less are not recorded on the consolidated statements of financial position. Lease expense for minimum lease payments and fixed non-lease components is recognized on a straight-line basis over the lease term.

As of December 31, 2021, assets recorded under finance leases were $0.1 million and accumulated depreciation associated with finance leases were $0.1 million. As of December 31, 2020, assets recorded under finance leases were $0.7 million and accumulated depreciation associated with finance leases were $0.1 million. The operating lease cost component of lease expense was $2.4 million and $0.3 million for the year ended December 31, 2021 and the period from Inception to December 31, 2020, respectively. The finance lease cost, depreciation of finance lease ROU assets, short-term lease cost and variable lease cost components of lease expense were immaterial.

As the rates implicit in our leases are not readily determinable, we use a collateralized incremental borrowing rate based on the information available at the lease commencement date in determining the present value of future payments. We use the portfolio approach and group leases into categories by lease term length, applying the corresponding incremental borrowing rates to these categories of leases.

Supplemental cash flow information and other information for leases was as follows:

(in millions, unless otherwise noted)	Year ended December 31, 2021	Period from Inception to December 31, 2020
ROU assets obtained in exchange for lease obligations:		
Operating leases	$ 8.9	$ –
Finance leases	–	–
Weighted Average Remaining Lease Term (in years):		
Operating leases	9.0 Years	11.9 Years
Finance leases	–	3.4 Years
Weighted Average Discount Rate:		
Operating leases	3.17%	3.17%
Finance leases	–	3.17%

As of December 31, 2021, the finance leases included within current portion of finance lease liability and long-term portion of finance lease liability are immaterial on the consolidated statements of financial position. As of December 31, 2021, there was $2.3 million and $12.7 million of operating leases included within current portion of lease liability and long-term portion of lease liability, respectively, on the consolidated statements of financial position. Future minimum lease payments under non-cancellable leases as of December 31, 2021 were as follows:

(in millions)	Operating Leases	Finance Leases
Year ending December 31,		
2022	$ 2.3	$ –
2023	2.0	–
2024	1.8	–
2025	1.9	–
2026	1.9	–
Thereafter	7.7	–
Total future minimum lease payments	**17.6**	–
Less imputed interest	(2.6)	–
Total	**$ 15.0**	**$** –

Note 9. Disposals

On September 30, 2021, the Company, through a wholly owned subsidiary, entered into four (4) separate asset sale agreements with existing franchisees to dispose of the following Company-owned branches:

- Service Master Merry Maids branch in Memphis, TN ("Memphis Branch")
- ServiceMaster Restore branches in Charlotte, NC and Wichita, KS ("Charlotte and Wichita Branches")
- ServiceMaster Restore branch in Chantilly, VA ("Chantilly Branch")
- ServiceMaster Clean branch in Albuquerque, NM ("Albuquerque Branch")

The transactions for each of the sales closed on October 29, 2021, with the exception of the sale of the Memphis Branch, which closed on October 25, 2021. The total consideration received for the sale of branches was de minimis and the Company will receive guaranteed royalty payments.

Note 10. Management Services Agreement

The Company has a management agreement with a related party. Under the agreement, the Company pays fees for management services, which totaled approximately $2.1 million and $0.5 million for the year ended December 31, 2021 and for the period from Inception to December 31, 2020. The fees were recorded in the consolidated statements of operations and comprehensive income in selling and administrative expenses.

Note 11. Subsequent Events

The Company evaluated subsequent events from December 31, 2021 through March 31, 2022, the date the financial statements were available to be issued. The Company is not aware of any subsequent events which would require disclosure in the financial statements.

THE FOLLOWING FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Disclaimer

Ernst & Young LLP ("EY") prepared the attached Report only for ServiceMaster OpCo Holdings L.L.C. (the "Client") pursuant to an agreement solely between EY and Client. EY did not perform its services on behalf of or to serve the needs of any other person or entity. Accordingly, EY expressly disclaims any duties or obligations to any other person or entity based on its use of the attached Report. Any other person or entity must perform its own due diligence inquiries and procedures for all purposes, including, but not limited to, satisfying itself as to the financial condition and control environment of Client, as well as the appropriateness of the accounting for any particular situation addressed by the Report.

EY did not perform an audit, review, examination or other form of attestation (as those terms are identified by the American Institute of Certified Public Accountants or by the Public Company Accounting Oversight Board) of Client's financial statements. Accordingly, EY did not express any form of assurance on Client's accounting matters, financial statements, any financial or other information or internal controls. EY did not conclude on the appropriate accounting treatment based on specific facts or recommend which accounting policy/treatment Client should select or adopt.

The observations relating to accounting matters that EY provided to Client were designed to assist Client in reaching its own conclusions and do not constitute our concurrence with or support of Client's accounting or reporting. Client alone is responsible for the preparation of its financial statements, including all of the judgments inherent in preparing them.

This information is not intended or written to be used, and it may not be used, for the purpose of avoiding penalties that may be imposed on a taxpayer.

SERVICEMASTER OPCO HOLDINGS, LLC AND SUBSIDIARIES

(AN INDIRECT, WHOLLY OWNED SUBSIDIARY OF RW PURCHASER, LLC)

(Unaudited) Condensed Consolidated Financial Information as of February 28, 2022 and for the two months ended February 28, 2022

SERVICEMASTER OPCO HOLDINGS, LLC AND SUBSIDIARIES

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SERVICEMASTER OPCO HOLDINGS, LLC AND SUBSIDIARIES
(UNAUDITED) CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS AND COMPREHENSIVE INCOME

(in millions)	Two months ended February 28, 2022
Revenue	**$ 49.6**
Cost of services rendered	20.8
Selling and administrative expenses	12.8
Depreciation and amortization expense	3.5
Operating expenses	37.1
Operating income	**12.5**
Other expense	0.6
Interest expense	5.3
Net income and comprehensive income	**$ 6.6**

SERVICEMASTER OPCO HOLDINGS, LLC AND SUBSIDIARIES
(UNAUDITED) CONDENSED CONSOLIDATED STATEMENT OF FINANCIAL POSITION

(in millions)		As of February 28, 2022
Assets:		
Cash and cash equivalents	$	13.2
Restricted cash		10.1
Accounts receivable, less allowance		51.1
Current portion of notes receivable		2.1
Inventories		8.8
Prepaid expenses and other assets		15.8
Total Current Assets		**101.1**
Property and equipment, net		21.2
Operating lease right-of-use asset		14.9
Notes receivable, less allowance		6.4
Intangible assets, net		1,667.7
Investments in and advances to subsidiaries		0.2
Other assets		0.1
Total Assets	**$**	**1,811.6**
Liabilities and Member's Equity:		
Accounts payable	$	15.9
Payroll and related expenses		2.0
Accrued interest payable		5.3
Deferred revenue		3.0
Current portion of lease liability		2.0
Current portion of finance lease liability		0.2
Current portion of long-term debt		10.4
Other current liabilities		31.4
Total Current Liabilities		**70.2**
Long-term debt		993.9
Other long-term obligations		3.2
Intercompany payable		20.3
Long-term lease liability		14.1
Long-term portion of finance lease liability		0.2
Total Liabilities		**1,101.9**
Member's Equity		709.7
Total Liabilities and Member's Equity	**$**	**1,811.6**

FDD EXHIBIT C

STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013 (213) 576-7500 or (866) 275-2677	Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2744	Commissioner of Securities Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
INDIANA	Indiana Securities Division Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, MD 21202 (410) 576-7042	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division 525 West Ottawa Street Williams Building, 6th Floor Lansing, MI 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau 525 West Ottawa Street Williams Building, 6th Floor Lansing, MI 48933
MINNESOTA	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East Suite 280 St. Paul, MN 55101-2198
NEW YORK	NYS Department of Law Bureau of Investor Protection and Securities 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236	Secretary of State of New York One Commerce Plaza 99 Washington Avenue Albany, NY 12231

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Ave. State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard Ave. State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
RHODE ISLAND	Securities Division Department of Business Regulations 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9585	Director of Business Regulation 1511 Pontiac Avenue Cranston, RI 02920
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of the Division of Insurance South Dakota Department of Labor and Regulation Division of Insurance 124 S. Euclid, Suite 104 Pierre, SD 57501
VIRGINIA	State Corporation Commission Tyler Building, Ninth Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk, Virginia State Corporation Commission Tyler Building, Ninth Floor 1300 E. Main Street Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760	Director of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Division of Securities Department of Financial Institutions 201 W Washington Ave Suite 300 Madison, WI 53703 608-266-8557	Division of Securities, Department of Financial Institutions 201 W Washington Ave Suite 300 Madison, WI 53703

FDD EXHIBIT D

LIST OF FRANCHISEES

(As of December 31, 2021)

#	First Name	Last Name	Address	City	State	Zip	Telephone
9009	Kara	MacDonald	6726 Greenwood Street	Anchorage	AK	99518	(907) 522-3020
9010	Kara	MacDonald	6726 Greenwood Street	Anchorage	AK	99518	(907) 522-3020
9011	Kara	MacDonald	6726 Greenwood Street	Anchorage	AK	99518	(907) 522-3020
3484	Richard	Carr	3900 Steven Drive	Wasilla	AK	99654-7524	(907) 376-1123
7425	Richard	Carr	3900 Steven Drive	Wasilla	AK	99654-7524	(907) 376-1123
7842	Richard	Carr	3900 Steven Drive	Wasilla	AK	99654-7524	(907) 376-1123
8805	Richard	Carr	3900 Steven Drive	Wasilla	AK	99654-7524	(907) 376-1123
7773	Scott	Mims	1535 Deltacom Drive	Anniston	AL	36207	(256) 236-2446
7800	Scott	Mims	1535 Deltacom Drive	Anniston	AL	36207	(256) 236-2446
7801	Scott	Mims	1535 Deltacom Drive	Anniston	AL	36207	(256) 236-2446
8064	Scott	Mims	1535 Deltacom Drive	Anniston	AL	36207	(256) 236-2446
2505	Donald	Beck	273 Lyon Lane	Birmingham	AL	35211	(205) 424-4211
10020	Parker	Smith	1215 2nd Avenue N	Birmingham	AL	35203	(205) 410-5212
9674	Alex	Howard	905 2nd Ave SW	Cullman	AL	35055	(205) 532-3353
8237	Matthew	Davis	107 Robbins Boulevard	Daphne	AL	36526	(251) 447-0633
8238	Matthew	Davis	107 Robbins Boulevard	Daphne	AL	36526	(251) 447-0633
8043	Dwight	Reed	2191 South Brannon Stand Road	Dothan	AL	36305	(334) 712-1118
10360	Paul	Stechyn Jr.	4011 Florence Boulevard	Florence	AL	35634	(256) 757-7718
10255	Michael	Griffin	11241 Access Drive, Suite B	Foley	AL	36535	(251) 473-7766
10256	Michael	Griffin	11241 Access Drive, Suite B	Foley	AL	36535	(251) 473-7766
10872	Charles	Rich	207 East Fern Avenue	Foley	AL	36535	(251) 943-3899
7726	Larry	Alford	3403 Trade Drive	Huntsville	AL	35810	(256) 582-7778
7727	Larry	Alford	3403 Trade Drive	Huntsville	AL	35810	(256) 582-7778
7870	Larry	Alford	3403 Trade Drive	Huntsville	AL	35810	(256) 582-7778
9118	Larry	Alford	3403 Trade Drive	Huntsville	AL	35810	(256) 582-7778
10266	Larry	Alford	3403 Trade Drive	Huntsville	AL	35810	(256) 582-7778

#	First Name	Last Name	Address	City	State	Zip	Telephone
8338	Scott	Mims	1230 Carolyn Street	Leeds	AL	35094	(256) 236-2446
8339	Scott	Mims	1230 Carolyn Street	Leeds	AL	35094	(256) 236-2446
9047	Scott	Mims	1230 Carolyn Street	Leeds	AL	35094	(256) 236-2446
6978	Kenneth	Walker	8439 First Avenue	Leeds	AL	35094	(205) 951-8955
7456	Kenneth	Walker	8439 First Avenue	Leeds	AL	35094	(205) 951-8955
9498	Kenneth	Walker	8439 First Avenue	Leeds	AL	35094	(205) 951-8955
7405	Dwight	Reed	898 Charlie Lee Road	McIntosh	AL	36553	(251) 944-0505
7406	Dwight	Reed	898 Charlie Lee Road	McIntosh	AL	36553	(251) 944-0505
7407	Dwight	Reed	898 Charlie Lee Road	McIntosh	AL	36553	(251) 944-0505
9932	Kimberly	Railey	868 Lagoon Commercial Blvd., Unit C	Montgomery	AL	36117	(334) 288-8180
9933	Kimberly	Railey	868 Lagoon Commercial Blvd., Unit C	Montgomery	AL	36117	(334) 288-8180
7513	Robert	Guthans	5158 Mobile South Street	Theodore	AL	36582	(251) 653-9333
7516	Robert	Guthans	5158 Mobile South Street	Theodore	AL	36582	(251) 653-9333
2761	Michael	Valentine	2310 44th Street E	Tuscaloosa	AL	35405	(205) 507-3220
10168	Justin	White	147 Cornerstone Road	Alexander	AR	72002	(501) 943-7606
10169	Justin	White	147 Cornerstone Road	Alexander	AR	72002	(501) 943-7606
10170	Justin	White	147 Cornerstone Road	Alexander	AR	72002	(501) 943-7606
10589	Justin	White	147 Cornerstone Road	Alexander	AR	72002	(501) 943-7606
9139	Wayne	Bryant	5909 Remington Circle	Fort Smith	AR	72903	(479) 242-5765
10595	Justin	White	5510 Stadium Blvd	Jonesboro	AR	72404	(501) 943-7606
10596	Justin	White	5510 Stadium Blvd	Jonesboro	AR	72404	(501) 943-7606
9125	Kenneth	Sanders	601 Carnahan Dr.	Maumelle	AR	72113	(501) 569-9947
9140	Kenneth	Sanders	601 Carnahan Dr.	Maumelle	AR	72113	(501) 569-9947
9375	Kenneth	Sanders	601 Carnahan Dr.	Maumelle	AR	72113	(501) 569-9947
9676	Kenneth	Sanders	601 Carnahan Dr.	Maumelle	AR	72113	(501) 569-9947
10008	Kenneth	Sanders	601 Carnahan Dr.	Maumelle	AR	72113	(501) 569-9947
10108	Kenneth	Sanders	601 Carnahan Dr.	Maumelle	AR	72113	(501) 569-9947
6758	Wayne	Bryant	100 E Robinson Ave.	Springdale	AR	72764	(479) 756-4169
8986	Wayne	Bryant	100 E Robinson Ave.	Springdale	AR	72764	(479) 756-4169
9841	Wayne	Bryant	100 E Robinson Ave.	Springdale	AR	72764	(479) 756-4169
9842	Wayne	Bryant	100 E Robinson Ave.	Springdale	AR	72764	(479) 756-4169

#	First Name	Last Name	Address	City	State	Zip	Telephone
9680	Mark	Bower	675 Marina Boulevard	Bullhead City	AZ	86442	(800) 376-6678
9682	Mark	Bower	675 Marina Boulevard	Bullhead City	AZ	86442	(800) 376-6678
8213	Rick	Luster	816 W Gila Bend Highway	Casa Grande	AZ	85122	(520) 421-0828
8214	Rick	Luster	816 W Gila Bend Highway	Casa Grande	AZ	85122	(520) 421-0828
10732	Rick	Luster	816 W Gila Bend Highway	Casa Grande	AZ	85122	(520) 421-0828
4987	John	Quattropani	17802 Placita Mayo	Green Valley	AZ	85614	(520) 625-0026
10806	Todd	Russell	790 Lake Havasu Blvd Ste 21, 22	Lake Havasu City	AZ	86406	(928) 263-2644
8876	Garron	Cadiente	5135 E Ingram Street	Mesa	AZ	85205	(480) 988-3657
7116	Jeffery	Jackson	8759 N 77th Drive	Peoria	AZ	85345	(623) 486-0700
9612	Jeffery	Jackson	8759 N 77th Drive	Peoria	AZ	85345	(623) 486-0700
10598	Jon	Bohnert	23040 N 11th Avenue, Suite 120	Phoenix	AZ	85027	(602) 765-6162
6377	Johnny	Buck	12016 South 45th Street	Phoenix	AZ	85044	(602) 442-0429
10399	Jeffery	DornBerg	4828 E McDowell Road	Phoenix	AZ	85008	(480) 323-0741
7325	Jeffery	Jackson	4202 East Superior Ave.	Phoenix	AZ	85040	(623) 486-0700
9052	Noah	Means	23910 N. 19th Avenue	Phoenix	AZ	85085	(623) 266-6755
9265	Noah	Means	23910 N 19th Avenue, Building 4 Suite 68	Phoenix	AZ	85085	(928) 567-7204
10664	Noah	Means	23910 N 19th Avenue, Building 4 Suite 68	Phoenix	AZ	85085	(928) 567-7204
10757	Noah	Means	23910 N. 19th Avenue	Phoenix	AZ	85085	(623) 266-6755
10758	Noah	Means	23910 N. 19th Avenue	Phoenix	AZ	85085	(623) 266-6755
10759	Noah	Means	23910 N. 19th Avenue	Phoenix	AZ	85085	(623) 266-6755
10864	Noah	Means	23910 N 19th Avenue, Building 4 Suite 68	Phoenix	AZ	85085	(928) 567-7204
7837	Tyler	Weech	1329 N 29th Avenue	Phoenix	AZ	85009	(602) 431-2222
7838	Tyler	Weech	1329 N 29th Avenue	Phoenix	AZ	85009	(602) 431-2222
7841	Tyler	Weech	1329 N 29th Avenue	Phoenix	AZ	85009	(602) 431-2222
10221	Bryn	Cochenour	2088 E White Mountain Blvd.	Pinetop	AZ	85935	(928) 242-4560
7202	Eppie	Vicente	8330 E. Pecos Drive	Prescott Valley	AZ	86314	(928) 445-9205
8940	Eppie	Vicente	8330 E. Pecos Drive	Prescott Valley	AZ	86314	(928) 445-9205
10791	Jefferson	McClinton	7291 S. Comstock Rd.	Tucson	AZ	85756	(520) 885-5008
10792	Jefferson	McClinton	7291 S. Comstock Rd.	Tucson	AZ	85756	(520) 885-5008

#	First Name	Last Name	Address	City	State	Zip	Telephone
9479	George	Moisin	2935 N Stone Street	Tucson	AZ	85705	(520) 225-0247
8257	Paul	Berg	2875 S Kyla Ave	Yuma	AZ	85365	(928) 276-9400
10347	Levi	Borcsa	5431 Napa Vallejo Hwy	American Canyon	CA	94503	(707) 255-5550
10348	Levi	Borcsa	5431 Napa Vallejo Hwy	American Canyon	CA	94503	(707) 255-5550
10641	Levi	Borcsa	5431 Napa Vallejo Hwy	American Canyon	CA	94503	(707) 255-5550
10721	Levi	Borcsa	5431 Napa Vallejo Hwy	American Canyon	CA	94503	(707) 255-5550
6173	Todd	Russell	310 N. Alameda Avenue	Azusa	CA	91702	(866) 808-9700
6660	Todd	Russell	310 N. Alameda Avenue	Azusa	CA	91702	(866) 808-9700
8107	Jon	Mueller	217 Daniels Lane	Bakersfield	CA	93307	(661) 324-4063
8108	Jon	Mueller	217 Daniels Lane	Bakersfield	CA	93307	(661) 324-4063
9866	Jon	Mueller	217 Daniels Lane	Bakersfield	CA	93307	(661) 324-4063
9530	Craig	Perry	5201 Woodmere Drive	Bakersfield	CA	93313	(661) 835-8806
9434	Claude	Fusaro	12729 Schabarum Avenue	Baldwin Park	CA	91706	(818) 661-0703
3600	Ronald	Vandenbosch	9061 Alondra Boulevard	Bellflower	CA	90706	(562) 920-0303
9621	Kerry	Levan	325 Old County Road	Belmont	CA	94002	(650) 594-4900
7733	John	Sappingfield	5451 Industrial Way	Benecia	CA	94510	(800) 480-8439
7730	John	Sappingfield	5451 Industrial Way	Benicia	CA	94510	(800) 480-8439
7731	John	Sappingfield	5451 Industrial Way	Benicia	CA	94510	(800) 480-8439
7732	John	Sappingfield	5451 Industrial Way	Benicia	CA	94510	(800) 480-8439
8622	John	Sappingfield	5451 Industrial Way	Benicia	CA	94510	(925) 899-1639
10718	John	Sappingfield	5451 Industrial Way	Benicia	CA	94510	(800) 480-8439
8579	John	Sappingfield	2705 Webster St. #5101	Berkeley	CA	94705	(800) 480-8439
8580	John	Sappingfield	2705 Webster St. #5101	Berkeley	CA	94705	(800) 480-8439
10444	Serge	Nerses	211 N. Lake Street	Burbank	CA	91502	(818) 937-9575
10556	Serge	Nerses	211 N. Lake Street	Burbank	CA	91502	(818) 937-9575
10722	Serge	Nerses	211 N. Lake Street	Burbank	CA	91502	(818) 937-9575
9778	Tarek	Nehme	828 Via Alondra	Camarillo	CA	93012	(805) 388-1409
8761	James	Johnson	4424 Voltaire Drive	Cameron Park	CA	95682	(530) 295-1608
8762	James	Johnson	4424 Voltaire Drive	Cameron Park	CA	95682	(530) 295-1608
9197	James	Johnson	4424 Voltaire Drive	Cameron Park	CA	95682	(530) 295-1608
9763	James	Eshaya	7032 Deering Avenue	Canoga Park	CA	91303	(818) 914-5562

#	First Name	Last Name	Address	City	State	Zip	Telephone
5388	Mikhael	Rouel	7035 Eton Avenue	Canoga Park	CA	91303	(818) 884-2527
5736	Mikhael	Rouel	7035 Eton Avenue	Canoga Park	CA	91303	(818) 884-2527
6318	Mikhael	Rouel	7035 Eton Avenue	Canoga Park	CA	91303	(818) 884-2527
8898	Mark	Ralph	5835 Avenida Encinas	Carlsbad	CA	92008	(619) 287-7070
8207	Robert	Cronic	3881 Benatar Way	Chico	CA	95928	(530) 342-7976
10693	Robert	Cronic	3881 Benatar Way	Chico	CA	95928	(530) 342-7976
9611	Samuel	Lacatus	13758 Amarillo Avenue	Chino	CA	91710	(951) 880-3460
8896	Mark	Ralph	796 Energy Way	Chula Vista	CA	91911	(619) 287-7070
8897	Mark	Ralph	796 Energy Way	Chula Vista	CA	91911	(619) 287-7070
9398	Mark	Ralph	796 Energy Way	Chula Vista	CA	91911	(619) 287-7070
9447	Mark	Ralph	196 Energy Way	Chula Vista	CA	91911	(619) 287-7070
9960	Mark	Ralph	796 Energy Way	Chula Vista	CA	91911	(619) 287-7070
10096	Mark	Ralph	796 Energy Way	Chula Vista	CA	91911	(619) 287-7070
10097	Mark	Ralph	796 Energy Way	Chula Vista	CA	91911	(619) 287-7070
10098	Mark	Ralph	796 Energy Way	Chula Vista	CA	91911	(619) 287-7070
10431	Phillip	Borcsa	300 W Olive Street Suite B	Colton	CA	92324	(951) 823-9973
10639	Aaron	Zheng	23550 Coyote Springs Drive	Diamond Bar	CA	91765	(626) 200-7351
10182	Leo	Zoltan Sr.	1370 Valley Vista Dr., Suite 200	Diamond Bar	CA	91765	(909) 569-1689
4788	Paul	Berg	1466 Pioneer Way	El Cajon	CA	92020	(619) 442-1234
9028	Paul	Berg	760 Broadway St.	El Centro	CA	92243	(760) 482-0123
9691	Mark	Bower	2342 Meyers Avenue	Escondido	CA	92029	(800) 376-6678
9693	Mark	Bower	2342 Meyers Avenue	Escondido	CA	92029	(800) 376-6678
10811	Mark	Bower	2342 Meyers Avenue	Escondido	CA	92029	(800) 376-6678
10729	Robert	Cronic	1010 7th St.	Eureka	CA	95501	(530) 222-8800
8689	Sam	Mudaliar	499 Watt Drive	Fairfield	CA	94534	(707) 428-1608
6899	Yaser	Amireh	5697 W. San Madele Avenue	Fresno	CA	93722	(559) 274-1000
6900	Yaser	Amireh	5697 W. San Madele Avenue	Fresno	CA	93722	(559) 274-1000
7099	Yaser	Amireh	5697 W. San Madele Avenue	Fresno	CA	93722	(559) 274-1000
7100	Yaser	Amireh	5697 W. San Madele Avenue	Fresno	CA	93722	(559) 274-1000
9278	Yaser	Amireh	5697 W. San Madele Avenue	Fresno	CA	93722	(559) 274-1000
7572	David	Melin	3686 W. Gettysburg Ave.	Fresno	CA	93722	(559) 222-8000

#	First Name	Last Name	Address	City	State	Zip	Telephone
9821	Wendy	Moldovan	2512 E. Fender Unit A	Fullerton	CA	92831	(310) 719-5025
10228	Wendy	Moldovan	2512 E. Fender Unit A	Fullerton	CA	92831	(310) 719-5025
6218	Eddie	Elzarou	1517 W 130th	Gardena	CA	90249	(310) 301-8030
6219	Eddie	Elzarou	1517 W 130th	Gardena	CA	90249	(310) 301-8030
6665	Eddie	Elzarou	1517 W 130th	Gardena	CA	90249	(310) 301-8030
8106	Eddie	Elzarou	1517 W 130th	Gardena	CA	90249	(818) 591-1137
8868	Eddie	Elzarou	1517 W 130th	Gardena	CA	90249	(310) 301-8030
10319	Krist	Agakhanyan	501 W. Glenoaks Boulevard #404	Glendale	CA	91202	(818) 823-4564
10320	Krist	Agakhanyan	501 W. Glenoaks Boulevard #404	Glendale	CA	91202	(818) 823-4564
10180	Estelle	Catbagan	11856 Balboa Blvd. #674	Granada Hills	CA	91344	(747) 239-1908
10116	Yassine	Rezgui	1408 W 259th Street	Harbor City	CA	90710	(310) 325-3303
3644	Barbara	Hughes	2246 American Avenue	Hayward	CA	94545	(510) 351-0581
9610	Kamran	Sefidi	22736 Industrial Blvd.	Hayward	CA	94545	(510) 999-9991
9928	Kamran	Sefidi	22736 Industrial Blvd.	Hayward	CA	94545	(510) 999-9991
10264	Tylisa	Cagle	15555 Main Street D-4, Unit 415	Hesperia	CA	92345	(909) 449-7378
10281	Jacob	Stanciu	17229 Lemon Street	Hesperia	CA	92345	(951) 892-4556
6865	Steve	Lally	5361 Commercial Dr.	Huntington Beach	CA	92649	(877) 255-4555
7112	Steve	Lally	5361 Commercial Dr.	Huntington Beach	CA	92649	(877) 255-4555
9333	Steve	Lally	5361 Commercial Dr.	Huntington Beach	CA	92649	(877) 255-4555
9871	Steve	Lally	5361 Commercial Dr.	Huntington Beach	CA	92649	(877) 255-4555
10030	Steve	Lally	5361 Commercial Dr.	Huntington Beach	CA	92649	(877) 255-4555
9194	Kevin	Barry	9201 Irvine Blvd.	Irvine	CA	92618	(866) 805-9609
7822	Mike	Bearden	17330 High School Road	Jamestown	CA	95327	(209) 532-1700
7985	Mike	Bearden	17330 High School Road	Jamestown	CA	95327	(209) 532-1700
7986	Mike	Bearden	17330 High School Road	Jamestown	CA	95327	(209) 532-1700
8743	Mike	Bearden	17330 High School Road	Jamestown	CA	95327	(209) 532-1700
9669	Bobbi Sue	Johsnon	23230 Del Lago Dr.	Laguna Hills	CA	92653	(619) 957-6104
9684	Mark	Bower	25960 Commerce Centre Drive	Lake Forest	CA	92630	(800) 376-6678
9686	Mark	Bower	25960 Commerce Centre Drive	Lake Forest	CA	92630	(800) 376-6678
10808	Mark	Bower	25960 Commerce Centre Drive	Lake Forest	CA	92630	(800) 376-6678
10680	Vinny	Borcsa	2172 Research Dr	Livermore	CA	94551	(951) 880-4680

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10681	Vinny	Borcsa	2172 Research Dr	Livermore	CA	94551	(951) 880-4680
10682	Vinny	Borcsa	2172 Research Dr	Livermore	CA	94551	(951) 880-4680
10683	Vinny	Borcsa	2172 Research Dr	Livermore	CA	94551	(951) 880-4680
7074	Bassam	Kneizeh	1001 Shannon Court	Livermore	CA	94550	(925) 960-1377
7075	Bassam	Kneizeh	1001 Shannon Court	Livermore	CA	94550	(925) 960-1377
8368	Bassam	Kneizeh	1001 Shannon Court	Livermore	CA	94550	(925) 960-1377
8369	Bassam	Kneizeh	1001 Shannon Court	Livermore	CA	94550	(925) 960-1377
8370	Bassam	Kneizeh	1001 Shannon Court	Livermore	CA	94550	(925) 960-1377
8371	Bassam	Kneizeh	1001 Shannon Court	Livermore	CA	94550	(925) 960-1377
6944	Franse	Mathews	1355 E Lodi Avenue	Lodi	CA	95240	(209) 333-1880
7855	Franse	Mathews	1355 E Lodi Avenue	Lodi	CA	95240	(209) 333-1880
9463	Franse	Mathews	1355 E Lodi Avenue	Lodi	CA	95240	(209) 333-1880
9508	Anh	Le	3215 Swetzer Road	Loomis	CA	95650	(916) 824-1444
10023	Anh	Le	3215 Swetzer Road	Loomis	CA	95650	(916) 824-1444
10362	Anh	Le	3215 Swetzer Road	Loomis	CA	95650	(916) 824-1444
10363	Anh	Le	3215 Swetzer Road	Loomis	CA	95650	(916) 824-1444
10720	Anh	Le	3215 Swetzer Road	Loomis	CA	95650	(916) 824-1444
10004	Ara	Avagyan	3233 N San Fernando Rd Unit #3	Los Angeles	CA	90065	(844) 755-6355
10900	Ara	Avagyan	3233 N San Fernando Rd Unit #3	Los Angeles	CA	90065	(844) 755-6355
10594	Hamid	Razi	8313 Melrose Ave.	Los Angeles	CA	90069	(310) 844-1011
3545	Michael	Hamdorf Jr.	401 Commerce Circle	Mammoth Lakes	CA	93546	(760) 924-2097
10082	Dinesh	Prasad	1213 Kelley Dr.	Manteca	CA	95336	(209) 305-5339
8462	Ryan	Carsey	1105 Yuba Street	Marysville	CA	95901	(530) 741-8178
6505	David	Melin	812 W 18th St.	Merced	CA	95340	(888) 726-9182
6735	David	Melin	812 W 18th St.	Merced	CA	95340	(888) 726-9182
6736	David	Melin	812 W 18th St.	Merced	CA	95340	(888) 726-9182
9218	David	Melin	812 W 18th St.	Merced	CA	95340	(888) 726-9182
9764	John	Sappingfield	1070 S. Milpitas Blvd.	Milpitas	CA	95035	(800) 480-8439
10259	Etelka	McCanless	27758 Santa Margarita Parkway	Mission Viejo	CA	92691	(949) 269-2181
10636	Etelka	McCanless	27758 Santa Margarita Parkway	Mission Viejo	CA	92691	(949) 269-2181
10853	Etelka	McCanless	27758 Santa Margarita Parkway	Mission Viejo	CA	92691	(949) 269-2181

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9698	Mark	Bower	41551 Date Street	Murrieta	CA	92562	(800) 376-6678
9898	Levi	Borcsa	9020 N Indian Canyon 3B	North Palm Springs	CA	92258	(760) 343-7300
9899	Levi	Borcsa	9020 N Indian Canyon 3B	North Palm Springs	CA	92258	(760) 343-7300
9809	Hayko	Aldzhikyan	2636 Vista Pacific Drive	Oceanside	CA	92056	(818) 308-2002
10582	Hayko	Aldzhikyan	2636 Vista Pacific Drive	Oceanside	CA	92056	(818) 308-2002
10733	Hayko	Aldzhikyan	2636 Vista Pacific Drive	Oceanside	CA	92056	(818) 308-2002
9689	Mark	Bower	500 Sequoia Avenue	Ontario	CA	91761	(800) 376-6678
9696	Mark	Bower	500 Sequoia Avenue	Ontario	CA	91761	(800) 376-6678
9731	Mark	Bower	500 Sequoia Avenue	Ontario	CA	91761	(800) 376-6678
9733	Mark	Bower	500 Sequoia Avenue	Ontario	CA	91761	(800) 376-6678
10809	Mark	Bower	500 Sequoia Avenue	Ontario	CA	91761	(800) 376-6678
10810	Mark	Bower	500 Sequoia Avenue	Ontario	CA	91761	(800) 376-6678
3582	Steve	Reiter	74872 Velie Way	Palm Desert	CA	92260	(760) 341-1183
10630	John	Sappingfield	380 Hamilton Ave. #1175	Palo Alto	CA	94301	(800) 480-8439
10631	John	Sappingfield	380 Hamilton Ave. #1175	Palo Alto	CA	94301	(800) 480-8439
10632	John	Sappingfield	380 Hamilton Ave. #1175	Palo Alto	CA	94301	(800) 480-8439
10633	John	Sappingfield	380 Hamilton Ave. #1175	Palo Alto	CA	94301	(800) 480-8439
10634	John	Sappingfield	380 Hamilton Ave. #1175	Palo Alto	CA	94301	(800) 480-8439
7698	Robert	Cronic	2662 Tarmac Road	Redding	CA	96003	(530) 222-8800
7699	Robert	Cronic	2662 Tarmac Road	Redding	CA	96003	(530) 222-8800
7700	Robert	Cronic	2662 Tarmac Road	Redding	CA	96003	(530) 222-8800
9728	Linda	Benjamin	1050 Nevada Street, Suite 403	Redlands	CA	92374	(844) 323-9970
10873	Jeanaton	Baias	16577 Hoffa Lane	Riverside	CA	92504	(760) 355-2900
10885	Jeanaton	Baias	16577 Hoffa Lane	Riverside	CA	92504	(760) 355-2900
9242	Costy	Borcsa	11731 Sterling Avenue Suite E	Riverside	CA	92503	(951) 941-3788
9327	Levi	Borcsa	12155 Magnolia Ave.	Riverside	CA	92503	(626) 332-4700
9430	Vinny	Borcsa	11651 Sterling Ave.	Riverside	CA	92503	(951) 295-9896
10577	Vinny	Borcsa	11651 Sterling Ave.	Riverside	CA	92503	(951) 295-9896
10629	Imre	Borcsa	9328 Narnia Dr	Riverside	CA	92503	(951) 686-2310
10769	Costy	Borcsa	11731 Sterling Avenue Suite E	Riverside	CA	92503	(951) 941-3788
10804	Vinny	Borcsa	11651 Sterling Ave.	Riverside	CA	92503	(951) 295-9896

#	First Name	Last Name	Address	City	State	Zip	Telephone
10805	Vinny	Borcsa	11651 Sterling Ave.	Riverside	CA	92503	(951) 295-9896
10862	Vinny	Borcsa	11651 Sterling Ave.	Riverside	CA	92503	(951) 295-9896
10887	Vinny	Borcsa	11651 Sterling Ave.	Riverside	CA	92503	(951) 295-9896
10888	Vinny	Borcsa	11651 Sterling Ave.	Riverside	CA	92503	(951) 295-9896
10889	Vinny	Borcsa	11651 Sterling Ave.	Riverside	CA	92503	(951) 295-9896
10225	Filip	Busuioc	6474 Western Ave.	Riverside	CA	92505	(951) 515-9051
10770	Ernie	Ferarita	3380 Lasierra Ave., Suite 104-324	Riverside	CA	92503	(951) 235-0248
10480	George	Moisin	9330 Douglas Dr.	Riverside	CA	92503	(800) 845-6205
10481	George	Moisin	9330 Douglas Dr.	Riverside	CA	92503	(800) 845-6205
10761	Priscilla	Bouri	1244 Crisp Court	Sacramento	CA	95864	(916) 969-7310
9564	Damir	Hokman	1419 North Market Blvd. Suite #10	Sacramento	CA	95834	(916) 709-1595
10077	Damir	Hokman	1419 North Market Blvd. Suite #10	Sacramento	CA	95834	(916) 709-1595
10353	Viorel	Lupsa	8134 Stevenson Ave.	Sacramento	CA	95828	(707) 246-0053
10439	Lazar	Lupsa	7306 Dave Street	Sacramento	CA	95828	(530) 307-1635
7622	John	Sappingfield	4500 Beloit Drive	Sacramento	CA	95838	(916) 965-0466
7623	John	Sappingfield	4500 Beloit Drive	Sacramento	CA	95838	(916) 965-0466
3698	Sharon	Boyd	565B Bragato Rd.	San Carlos	CA	94070	(650) 522-8200
5564	Sharon	Boyd	565B Bragato Rd.	San Carlos	CA	94070	(650) 522-8200
10669	Levi	Borcsa	11622 El Camino Real Ste 100	San Diego	CA	92130	(760) 343-7300
9667	Carter	Moise	417 W. Allen Avenue #114	San Dimas	CA	91773	(951) 346-8122
9496	John	Sappingfield	2111 Lane Street	San Francisco	CA	94124	(800) 480-8439
9565	Jorge	Magana	171 Branham Lane	San Jose	CA	95136	(408) 365-3290
7673	Fred	Ananian	1240 S. Wright Street	Santa Ana	CA	92705	(949) 586-5919
3530	Rod	Caughell	1 N. Calle Cesaar Chavez, Ste 11	Santa Barbara	CA	93103	(805) 963-1365
4533	Rod	Caughell	1 N. Calle Cesaar Chavez, Ste 11	Santa Barbara	CA	93103	(805) 963-1365
5095	Rod	Caughell	1 N. Calle Cesaar Chavez, Ste 11	Santa Barbara	CA	93103	(805) 963-1365
6592	Rod	Caughell	1 N. Calle Cesaar Chavez, Ste 11	Santa Barbara	CA	93103	(805) 963-1365
9504	Craig	Grillo	16654 Soledad Canyon Road #369	Santa Clarita	CA	91387	(661) 977-9676
10220	Samantha	Meltz	21163 Centre Pointe Pkwy	Santa Clarita	CA	91350	(661) 287-9717
10635	John	Sappingfield	850 Front St. # 1678	Santa Cruz	CA	95061	(800) 480-8439
9687	Mark	Bower	11930 Hamden Place	Santa Fe Springs	CA	90670	(800) 376-6678

#	First Name	Last Name	Address	City	State	Zip	Telephone
7948	John	Sappingfield	3069 Wiljan Court	Santa Rosa	CA	95407-5771	(800) 480-8439
7949	John	Sappingfield	3069 Wiljan Court	Santa Rosa	CA	95407-5771	(800) 480-8439
9012	John	Sappingfield	3069 Wiljan Court	Santa Rosa	CA	95407-5771	(800) 480-8439
9013	John	Sappingfield	3069 Wiljan Court	Santa Rosa	CA	95407-5771	(800) 480-8439
9014	John	Sappingfield	3069 Wiljan Court	Santa Rosa	CA	95407-5771	(800) 480-8439
10719	John	Sappingfield	3069 Wiljan Court	Santa Rosa	CA	95407-5771	(800) 480-8439
10540	Sam	Sharma	4749 Sunshine Avenue	Santa Rosa	CA	95409	(707) 579-7979
10697	Cesario	Ocampo	3718 Brunswick Court	So. San Francisco	CA	94080	(650) 271-6436
10698	Cesario	Ocampo	3718 Brunswick Court	So. San Francisco	CA	94080	(650) 271-6436
10637	Angel	Ramos	2113 Lee Ave	South El Monte	CA	91733	(818) 859-7778
10852	Ricky	Rickman	1202 Indiana Ave. #15	South Pasadena	CA	91030	(323) 384-5590
9021	Gary	Ryan	423 Littlefield	South San Francisco	CA	94080	(650) 737-7663
9022	Gary	Ryan	423 Littlefield	South San Francisco	CA	94080	(650) 737-7663
9713	Steve	Vandenberg	1365 Lowrie Avenue	South San Francisco	CA	94080	(800) 439-8833
9714	Steve	Vandenberg	1365 Lowrie Avenue	South San Francisco	CA	94080	(800) 439-8833
9715	Steve	Vandenberg	1365 Lowrie Avenue	South San Francisco	CA	94080	(800) 439-8833
9716	Steve	Vandenberg	1365 Lowrie Avenue	South San Francisco	CA	94080	(800) 439-8833
4453	Sam	Mudaliar	725 N Broadway Avenue	Stockton	CA	95205	(209) 463-2349
4609	Sam	Mudaliar	725 N Broadway Avenue	Stockton	CA	95205	(209) 463-2349
6711	Sam	Mudaliar	725 N Broadway Avenue	Stockton	CA	95205	(209) 463-2349
8416	Hayko	Aldzhikyan	10881 LaTuna Canyon Road	Sun Valley	CA	91352	(818) 308-2002
8417	Hayko	Aldzhikyan	10881 LaTuna Canyon Road	Sun Valley	CA	91352	(818) 308-2002
9045	Hayko	Aldzhikyan	10881 LaTuna Canyon Road	Sun Valley	CA	91352	(818) 308-2002
10786	Gevork	Lousparian	10480 Sunland Blvd, Unit 38	Sunland	CA	91040	(818) 383-7419
10466	Samuel	Stoica	3655 Torrance Blvd 3rd floor	Torrance	CA	90503	(310) 294-9331
9683	Mark	Bower	3002 Dow Avenue	Tustin	CA	92780	(800) 376-6678
9690	Mark	Bower	3002 Dow Avenue	Tustin	CA	92780	(800) 376-6678
10797	Mark	Bower	1371 Fleet Avenue	Ventura	CA	93003	(800) 376-6678
10813	Mark	Bower	1371 Fleet Avenue	Ventura	CA	93003	(800) 376-6678
10878	John	Sappingfield	4893 McGrath Street	Ventura	CA	93003	(805) 301-1950
9505	Pertini	Chiriac	12402 Industrial Boulevard	Victorville	CA	92392	(760) 952-0077

#	First Name	Last Name	Address	City	State	Zip	Telephone
3548	Tony	Benevento	744 East Douglas	Visalia	CA	93292	(559) 625-8554
3554	Tony	Benevento	744 East Douglas	Visalia	CA	93292	(559) 625-8554
9486	Tony	Benevento	744 East Douglas	Visalia	CA	93292	(559) 625-8554
9906	Tony	Benevento	744 East Douglas	Visalia	CA	93292	(559) 625-8554
9907	Tony	Benevento	744 East Douglas	Visalia	CA	93292	(559) 625-8554
2973	Keith	Collins	2276 Freedom Boulevard	Watsonville	CA	95076	(831) 728-1020
5348	Keith	Collins	2276 Freedom Boulevard	Watsonville	CA	95076	(831) 728-1020
7835	Keith	Collins	2276 Freedom Boulevard	Watsonville	CA	95076	(831) 728-1020
7836	Keith	Collins	2276 Freedom Boulevard	Watsonville	CA	95076	(831) 728-1020
9015	Keith	Collins	2276 Freedom Boulevard	Watsonville	CA	95076	(831) 728-1020
9017	Keith	Collins	2276 Freedom Boulevard	Watsonville	CA	95076	(831) 728-1020
10229	Marius	Cantea	1901 Enterprise Blvd	West Sacramento	CA	95691	(916) 216-1149
9697	Mark	Bower	11612 E. Washington	Whittier	CA	90606	(800) 376-6678
10812	Mark	Bower	11612 E. Washington	Whittier	CA	90606	(800) 376-6678
10350	Marcel	Abdesha	5937 Needy Ave.	Woodland Hills	CA	91367	(818) 800-7661
9653	Kim	Brooks	18150 E 32nd Pl	Aurora	CO	80011	(800) 954-9444
9656	Kim	Brooks	18150 E 32nd Pl	Aurora	CO	80011	(800) 954-9444
9659	Kim	Brooks	18150 E 32nd Pl	Aurora	CO	80011	(800) 954-9444
7372	James	Raitt	1917 Delores Way	Carbondale	CO	81623	(970) 945-9292
2545	Tim	Egeler	702 Nichols Boulevard	Colorado Springs	CO	80907	(719) 633-9555
2546	Tim	Egeler	702 Nichols Boulevard	Colorado Springs	CO	80907	(719) 633-9555
5161	Tim	Egeler	702 Nichols Boulevard	Colorado Springs	CO	80907	(719) 633-9555
6595	Tim	Egeler	702 Nichols Boulevard	Colorado Springs	CO	80907	(719) 633-9555
7873	Tim	Egeler	702 Nichols Boulevard	Colorado Springs	CO	80907	(719) 633-9555
7874	Tim	Egeler	702 Nichols Boulevard	Colorado Springs	CO	80907	(719) 633-9555
9061	Tim	Egeler	702 Nichols Boulevard	Colorado Springs	CO	80907	(719) 633-9555
7477	Sharon	Gaffney	2123 East Saint Vrain Street	Colorado Springs	CO	80909	(719) 471-8313
7478	Sharon	Gaffney	2123 East Saint Vrain Street	Colorado Springs	CO	80909	(719) 471-8313
9637	Brian	Maginess	630 Lipan	Denver	CO	80204	(303) 761-0122
9638	Brian	Maginess	630 Lipan	Denver	CO	80204	(303) 761-0122
6814	James	Raitt	248 Grand Avenue	Eagle	CO	81631	(970) 328-5040

#	First Name	Last Name	Address	City	State	Zip	Telephone
6815	James	Raitt	248 Grand Avenue	Eagle	CO	81631	(970) 328-5040
4856	Jeff	Mackey	3250 S Zuni Street	Englewood	CO	80110	(303) 791-6000
5504	Jeff	Mackey	3250 S Zuni Street	Englewood	CO	80110	(303) 791-6000
9666	Jeff	Mackey	3250 S Zuni Street	Englewood	CO	80110	(303) 791-6000
9749	Jeff	Mackey	3250 S Zuni Street	Englewood	CO	80110	(303) 791-6000
9935	Jeff	Mackey	3250 S Zuni Street	Englewood	CO	80110	(303) 791-6000
9951	Jeff	Mackey	3250 S Zuni Street	Englewood	CO	80110	(303) 791-6000
10414	Jeff	Mackey	3250 S Zuni Street	Englewood	CO	80110	(303) 791-6000
10822	Steve	Knudsen	1010 Carbon Court, Unit I	Erie	CO	80516	(303) 443-6020
10824	Steve	Knudsen	1010 Carbon Court, Unit I	Erie	CO	80516	(303) 443-6020
10825	Steve	Knudsen	1010 Carbon Court, Unit I	Erie	CO	80516	(303) 443-6020
6410	Brian	Schumacher	1010 Carbon Court	Erie	CO	80516	(303) 289-6161
9165	Steve	Knudsen	3054 Lake Canal Court	Fort Collins	CO	80524	(970) 484-0588
9167	Steve	Knudsen	3054 Lake Canal Court	Fort Collins	CO	80524	(970) 484-0588
10894	Brock	Wade	1027 S. 7th St	Grand Junction	CO	81501	(970) 361-0113
10895	Brock	Wade	1027 S. 7th St	Grand Junction	CO	81501	(970) 361-0113
7760	James	Raitt	256 Annie Road	Silverthorne	CO	80498	(970) 468-2334
7761	James	Raitt	256 Annie Road	Silverthorne	CO	80498	(970) 468-2334
8806	Eric	Conner	2522 Copper Ridge Drive	Steamboat Springs	CO	80487	(970) 871-4974
8807	Eric	Conner	2522 Copper Ridge Drive	Steamboat Springs	CO	80487	(970) 871-4974
9945	Eric	Conner	2522 Copper Ridge Drive	Steamboat Springs	CO	80487	(970) 871-4974
10050	Stephen	Lane	9217 Eastman Park Drive #1	Windsor	CO	80550	(970) 330-2701
9115	Randy	Harris	60 Central Avenue	Bloomfield	CT	6002	(860) 528-6399
9116	Randy	Harris	60 Central Avenue	Bloomfield	CT	6002	(860) 528-6399
5574	Gabriel	Balarezo	2847 Fairfield Ave	Bridgeport	CT	6605	(203) 384-8600
2619	Joseph	Malizia	50 Osbourne Avenue	East Norwalk	CT	6855	(203) 852-8907
2620	Joseph	Malizia	50 Osbourne Avenue	East Norwalk	CT	6855	(203) 852-8907
2631	Bill	Morrow	36-D Plains Road	Essex	CT	6426	(860) 388-0440
4318	Bill	Morrow	36-D Plains Road	Essex	CT	6426	(860) 388-0440
4319	Bill	Morrow	36-D Plains Road	Essex	CT	6426	(860) 388-0440
8934	Elizabeth	Kufta	307 Welton Street	Hamden	CT	6517	(203) 535-0370

#	First Name	Last Name	Address	City	State	Zip	Telephone
7592	Phil	Mason	396 Hartford Turnpike	Hampton	CT	6247	(800) 934-5869
9722	Steve	Wills	235 Newfield Avenue	Hartford	CT	6106	(860) 953-3590
9723	Steve	Wills	235 Newfield Avenue	Hartford	CT	6106	(860) 953-3590
9726	Steve	Wills	235 Newfield Avenue	Hartford	CT	6106	(860) 953-3590
4320	Steve	Wills	26 Montauk Avenue	New London	CT	6320	(860) 447-3265
4462	Steve	Wills	26 Montauk Avenue	New London	CT	6320	(860) 447-3265
8619	Steve	Wills	26 Montauk Avenue	New London	CT	6320	(860) 447-3265
6716	Edgar	Apolinario	112 Main Street	Norwalk	CT	6851	(203) 226-0271
10739	Richard	Criscitello	50 Waterbury Rd.	Prospect	CT	6712	(203) 527-9573
10740	Richard	Criscitello	50 Waterbury Rd.	Prospect	CT	6712	(203) 527-9573
10741	Richard	Criscitello	50 Waterbury Rd.	Prospect	CT	6712	(203) 527-9573
10742	Richard	Criscitello	50 Waterbury Rd.	Prospect	CT	6712	(203) 527-9573
10743	Richard	Criscitello	50 Waterbury Rd.	Prospect	CT	6712	(203) 527-9573
4336	Mike	Vitti	69 Shadow Ridge Road	Stamford	CT	6905	(800) 500-5558
4463	Mike	Vitti	69 Shadow Ridge Road	Stamford	CT	6905	(800) 500-5558
8867	Mike	Vitti	69 Shadow Ridge Road	Stamford	CT	6905	(800) 500-5558
4331	Steve	Wills	200 Harvard Ave.	Stamford	CT	6902	(203) 327-3477
4782	Steve	Wills	200 Harvard Ave.	Stamford	CT	6902	(203) 327-3477
2638	Paul	Plouffe	110 Seymour Street	Stratford	CT	6615	(203) 386-1565
2618	Matthew	Stevenson	579 South Leonard Street	Waterbury	CT	6708	(203) 753-0666
2621	Matthew	Stevenson	579 South Leonard Street	Waterbury	CT	6708	(203) 753-0666
2624	Matthew	Stevenson	579 South Leonard Street	Waterbury	CT	6708	(203) 753-0666
4997	Matthew	Stevenson	579 South Leonard Street	Waterbury	CT	6708	(203) 753-0666
5581	Matthew	Stevenson	579 South Leonard Street	Waterbury	CT	6708	(203) 753-0666
9511	Serge	Dmytruk	1197 Main Street	Watertown	CT	6795	(860) 990-9027
9512	Serge	Dmytruk	1197 Main Street	Watertown	CT	6795	(860) 990-9027
10186	Serge	Dmytruk	1197 Main Street	Watertown	CT	6795	(860) 990-9027
10850	Serge	Dmytruk	2 Woodcock Lane	Westport	CT	6880	(860) 990-9087
10124	William	Baughman	30616 Overbrook Center Way Unit 1	Milton	DE	19968	(302) 645-1611
10206	William	Baughman	30616 Overbrook Center Way Unit 1	Milton	DE	19968	(302) 645-1611
2024	John	DeLoretto	51C Germay Drive	Wilmington	DE	19804	(302) 652-4151

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5728	John	DeLoretto	51C Germay Drive	Wilmington	DE	19804	(302) 652-4151
7696	John	DeLoretto	51C Germay Drive	Wilmington	DE	19804	(302) 652-4151
3297	Ronald	Ortagus	619 McKean Street	Auburndale	FL	33823	(888) 289-4539
3332	Ronald	Ortagus	619 McKean Street	Auburndale	FL	33823	(888) 289-4539
9113	Ronald	Ortagus	619 McKean Street	Auburndale	FL	33823	(888) 289-4539
9114	Ronald	Ortagus	619 McKean Street	Auburndale	FL	33823	(888) 289-4539
10861	Virgil	Vulcan	619 McKean St.	Auburndale	FL	33823	(407) 931-1228
10321	Joseph	Igou	885 NE 6th St.	Boca Raton	FL	33432	(423) 747-9475
10322	Joseph	Igou	885 NE 6th St.	Boca Raton	FL	33432	(423) 747-9475
10156	Raghid	Hamade	1136 Callaway Circle	Clermont	FL	34711	(407) 885-8160
10157	Raghid	Hamade	1136 Callaway Circle	Clermont	FL	34711	(407) 885-8160
10457	Raghid	Hamade	1136 Callaway Circle	Clermont	FL	34711	(407) 885-8160
10458	Raghid	Hamade	1136 Callaway Circle	Clermont	FL	34711	(407) 885-8160
10694	Mike	Osouna	11555 Heron Bay Blvd.	Coral Springs	FL	33076	(954) 641-8484
10695	Mike	Osouna	11555 Heron Bay Blvd.	Coral Springs	FL	33076	(954) 641-8484
3317	Benje	Thomas	3558 N. Citrus Avenue	Crystal River	FL	34428	(352) 794-0270
5484	Benje	Thomas	3558 N. Citrus Avenue	Crystal River	FL	34428	(352) 794-0270
6277	Benje	Thomas	3558 N. Citrus Avenue	Crystal River	FL	34428	(352) 794-0270
10276	Lawrence	Fine	2924 Dunlin Road	Delray Beach	FL	33444	(561) 278-5520
5803	Ronda	Kelton	2622 Carolyn Street	Deltona	FL	32738	(386) 574-4333
10688	David	Goulding	733 A Harbor Blvd Unit 807	Destin	FL	32541	(615) 754-8536
10247	Lazaro	Garcia	1811 NW 79th Avenue	Doral	FL	33126	(305) 508-9091
10248	Lazaro	Garcia	1811 NW 79th Avenue	Doral	FL	33126	(305) 508-9091
10893	James	Wormhoudt	2428 Lyndale Road	Fernandina Beach	FL	32034	(904) 277-2998
9174	Mike	Odeh	1007 N. Federal Hwy, Suite 133	Fort Lauderdale	FL	33304	(954) 256-2222
9175	Mike	Odeh	1007 N. Federal Hwy, Suite 133	Fort Lauderdale	FL	33304	(954) 256-2222
5899	Bob	Wright Sr.	6451 Arc Way	Ft. Myers	FL	33966	(239) 277-0330
6246	Bob	Wright Sr.	6451 Arc Way	Ft. Myers	FL	33966	(239) 277-0330
6474	Bob	Wright Sr.	6451 Arc Way	Ft. Myers	FL	33966	(239) 277-0330
10800	Robert	Touchton	4927 SW 41st Street	Gainesville	FL	32608	(352) 554-4741
10801	Robert	Touchton	4927 SW 41st Street	Gainesville	FL	32608	(352) 554-4741

#	First Name	Last Name	Address	City	State	Zip	Telephone
10802	Robert	Touchton	4927 SW 41st Street	Gainesville	FL	32608	(352) 554-4741
3319	Jerry	Gentges	2384 Vans Ave.	Jacksonville	FL	32207	(904) 714-0700
7011	Jerry	Gentges	2384 Vans Ave.	Jacksonville	FL	32207	(904) 714-0700
9368	Kevin	Riviere	2384 Vans Ave.	Jacksonville	FL	32207	(904) 388-1100
9369	Kevin	Riviere	2384 Vans Ave.	Jacksonville	FL	32207	(904) 388-1100
9370	Kevin	Riviere	2384 Vans Ave.	Jacksonville	FL	32207	(904) 388-1100
9371	Kevin	Riviere	2384 Vans Ave.	Jacksonville	FL	32207	(904) 388-1100
9372	Kevin	Riviere	2384 Vans Ave.	Jacksonville	FL	32207	(904) 388-1100
9373	Kevin	Riviere	2384 Vans Ave.	Jacksonville	FL	32207	(904) 388-1100
8899	Becky	Durocher	3120 Reynolds Road	Lakeland	FL	33803	(863) 709-1010
8900	Becky	Durocher	3120 Reynolds Road	Lakeland	FL	33803	(863) 709-1010
10424	Becky	Durocher	3120 Reynolds Road	Lakeland	FL	33803	(863) 709-1010
10590	Kim	Brooks	14350 NW 56th Court, Suite 111	Miami	FL	33054	(305) 614-4037
10591	Kim	Brooks	14350 NW 56th Court, Suite 111	Miami	FL	33054	(305) 614-4037
7597	Jonathan	Smith	1421 SW 107 Avenue	Miami	FL	33174	(305) 899-1600
7598	Jonathan	Smith	1421 SW 107 Avenue	Miami	FL	33174	(305) 899-1600
10296	Rafael	Guevara	1911 SW 101 Ave. Bay E.	Miramar	FL	33025	(954) 854-4884
6226	Dwight	Reed	18601 SW 39th Street	Miramar	FL	33029-2703	(305) 625-0060
6943	Dwight	Reed	18601 SW 39th Street	Miramar	FL	33029-2703	(305) 625-0060
7993	Dwight	Reed	18601 SW 39th Street	Miramar	FL	33029-2703	(305) 625-0060
7994	Dwight	Reed	18601 SW 39th Street	Miramar	FL	33029-2703	(305) 625-0060
7995	Dwight	Reed	18601 SW 39th Street	Miramar	FL	33029-2703	(305) 625-0060
9604	Mallory	Fields	427 Linkside Cir	Miramar Beach	FL	32550	(850) 830-4760
7008	Bob	Wright Sr.	2940 Horseshoe Drive, Suite 500	Naples	FL	34104	(239) 732-7771
7009	Bob	Wright Sr.	2940 Horseshoe Drive, Suite 500	Naples	FL	34104	(239) 732-7771
8812	Bob	Wright Sr.	2940 Horseshoe Drive, Suite 500	Naples	FL	34104	(239) 732-7771
10178	Michael	Larsen	400 Douglas Road East	Oldsmar	FL	34677	(904) 615-1877
10185	Michael	Larsen	400 Douglas Road East	Oldsmar	FL	34677	(904) 615-1877
10728	Robert	Petrovic	8600 Commodity Circle Unit #148	Orlando	FL	32819	(815) 603-2618
10454	Scott	Hudson	560 Parque Dr.	Ormond Beach	FL	32174	(386) 673-6676
10455	Scott	Hudson	560 Parque Dr.	Ormond Beach	FL	32174	(386) 673-6676

#	First Name	Last Name	Address	City	State	Zip	Telephone
10456	Scott	Hudson	560 Parque Dr.	Ormond Beach	FL	32174	(386) 673-6676
7520	Steven	Morgan	3024 Kananwood Court	Oviedo	FL	32765	(407) 278-0373
7522	Steven	Morgan	3024 Kananwood Court	Oviedo	FL	32765	(407) 278-0373
7953	Steven	Morgan	3024 Kananwood Court	Oviedo	FL	32765	(407) 278-0373
8178	Steven	Morgan	3024 Kananwood Court	Oviedo	FL	32765	(407) 278-0373
8171	Steven	Morgan	3636 North L Street	Pensacola	FL	32505	(850) 479-6065
10765	Joseph	Petrovic	8042 N Palafox, Unit A	Pensacola	FL	32534	(850) 741-3657
10766	Joseph	Petrovic	8042 N Palafox, Unit A	Pensacola	FL	32534	(850) 741-3657
9791	John	DeGeorge	1301 W. Copans Road	Pompano Beach	FL	33604	(954) 749-9544
9792	John	DeGeorge	1301 W. Copans Road	Pompano Beach	FL	33604	(954) 749-9544
9803	John	DeGeorge	1301 W. Copans Road	Pompano Beach	FL	33604	(954) 749-9544
6567	David	Evanosky	933 N.W. 31 Avenue	Pompano Beach	FL	33069	(954) 969-5906
6568	David	Evanosky	933 N.W. 31 Avenue	Pompano Beach	FL	33069	(954) 969-5906
8355	David	Evanosky	933 N.W. 31 Avenue	Pompano Beach	FL	33069	(954) 969-5906
8356	David	Evanosky	933 N.W. 31 Avenue	Pompano Beach	FL	33069	(954) 969-5906
8357	David	Evanosky	933 N.W. 31 Avenue	Pompano Beach	FL	33069	(954) 969-5906
6314	Christopher	Whittaker	8437 Tuttle Avenue	Sarasota	FL	34243	(941) 377-2455
6315	Christopher	Whittaker	8437 Tuttle Avenue	Sarasota	FL	34243	(941) 377-2455
6939	Christopher	Whittaker	8437 Tuttle Avenue	Sarasota	FL	34243	(941) 377-2455
6941	Christopher	Whittaker	8437 Tuttle Avenue	Sarasota	FL	34243	(941) 377-2455
9161	Bob	Wright Sr.	8259 Blaikie Court	Sarasota	FL	34240	(941) 877-6025
9162	Bob	Wright Sr.	8259 Blaikie Court	Sarasota	FL	34240	(941) 877-6025
9484	Bob	Wright Sr.	8259 Blaikie Court	Sarasota	FL	34240	(941) 877-6025
9485	Bob	Wright Sr.	8259 Blaikie Court	Sarasota	FL	34240	(941) 877-6025
10317	Bob	Wright Sr.	8259 Blaikie Court	Sarasota	FL	34240	(941) 877-6025
5966	Scott	Hudson	6600 106th St N, Suite 1	Seminole	FL	33772	(727) 258-6111
6521	Scott	Hudson	6600 106th St N, Suite 1	Seminole	FL	33772	(727) 258-6111
9570	Michael	Larsen	3525 Agricultural Center Dr Unit 602	St. Augustine	FL	32092	(904) 615-1877
9571	Michael	Larsen	3525 Agricultural Center Dr Unit 602	St. Augustine	FL	32092	(904) 615-1877
9572	Michael	Larsen	3525 Agricultural Center Dr Unit 602	St. Augustine	FL	32092	(904) 615-1877
10432	Shawn	Wood	1615 Capital Circle NE, Suite A	Tallahassee	FL	32308	(850) 402-8930

#	First Name	Last Name	Address	City	State	Zip	Telephone
10433	Shawn	Wood	1615 Capital Circle NE, Suite A	Tallahassee	FL	32308	(850) 402-8930
10434	Shawn	Wood	1615 Capital Circle NE, Suite A	Tallahassee	FL	32308	(850) 402-8930
10435	Shawn	Wood	1615 Capital Circle NE, Suite A	Tallahassee	FL	32308	(850) 402-8930
10436	Shawn	Wood	1615 Capital Circle NE, Suite A	Tallahassee	FL	32308	(850) 402-8930
10479	Shawn	Wood	1615 Capital Circle NE, Suite A	Tallahassee	FL	32308	(850) 402-8930
6353	Scott	Hudson	6089 Johns Road Suite 1 & 2	Tampa	FL	33634	(813) 623-6111
6392	Scott	Hudson	7840 Professional Place	Tampa	FL	33637	(813) 623-6111
6485	Scott	Hudson	7840 Professional Place	Tampa	FL	33637	(813) 623-6111
9544	Scott	Hudson	7840 Professional Place	Tampa	FL	33637	(813) 623-6111
5907	Keith	Grella	1505 10th Ave.	Vero Beach	FL	32960	(772) 567-4435
7242	Keith	Grella	1505 10th Ave.	Vero Beach	FL	32960	(772) 567-4435
8138	Keith	Grella	1505 10th Ave.	Vero Beach	FL	32960	(772) 567-4435
10263	Keith	Grella	1505 10th Ave.	Vero Beach	FL	32960	(772) 567-4435
10236	Raymond	Winder III	2731 Vista Park Way Unit D15, D16	West Palm Beach	FL	33411	(561) 242-2798
10237	Raymond	Winder III	2731 Vista Park Way Unit D15, D16	West Palm Beach	FL	33411	(561) 242-2798
10238	Raymond	Winder III	2731 Vista Park Way Unit D15, D16	West Palm Beach	FL	33411	(561) 242-2798
10239	Raymond	Winder III	2731 Vista Park Way Unit D15, D16	West Palm Beach	FL	33411	(561) 242-2798
10240	Raymond	Winder III	2731 Vista Park Way Unit D15, D16	West Palm Beach	FL	33411	(561) 242-2798
6576	Scott	Hudson	39045 County Road 54	Zephyrhills	FL	33542	(813) 623-6111
10189	Larry	Alford	3676 North Peachtree Road	Atlanta	GA	30341	(404) 853-2525
10190	Larry	Alford	3676 North Peachtree Road	Atlanta	GA	30341	(404) 853-2525
10191	Larry	Alford	3676 North Peachtree Road	Atlanta	GA	30341	(404) 853-2525
10192	Larry	Alford	3676 North Peachtree Road	Atlanta	GA	30341	(404) 853-2525
10193	Larry	Alford	3676 North Peachtree Road	Atlanta	GA	30341	(404) 853-2525
10194	Larry	Alford	3676 North Peachtree Road	Atlanta	GA	30341	(404) 853-2525
7178	Christopher	Lovejoy	373 S. Atlantic St.	Atlanta	GA	30075	(770) 992-1575
10599	Christopher	Lovejoy	373 S. Atlantic St.	Atlanta	GA	30075	(770) 992-1575
7333	Larry	Alford	3070 Damascus Road	Augusta	GA	30909	(706) 232-0255
7334	Larry	Alford	3070 Damascus Road	Augusta	GA	30909	(706) 232-0255
9136	Eric	McCord	2614 Mike Padgett Hwy	Augusta	GA	30906	(803) 642-1223
9137	Eric	McCord	2614 Mike Padgett Hwy	Augusta	GA	30906	(803) 642-1223

#	First Name	Last Name	Address	City	State	Zip	Telephone
9955	Eric	McCord	2614 Mike Padgett Hwy	Augusta	GA	30906	(803) 642-1223
10066	Eric	McCord	2614 Mike Padgett Hwy	Augusta	GA	30906	(803) 642-1223
3027	Joe	Williamson	799 Christmas Ave. #800	Bethlehem	GA	30620	(770) 962-0110
6243	Joe	Williamson	799 Christmas Ave. #800	Bethlehem	GA	30620	(770) 962-0110
7629	Joe	Williamson	799 Christmas Ave. #800	Bethlehem	GA	30620	(770) 962-0110
9158	Joe	Williamson	799 Christmas Ave. #800	Bethlehem	GA	30620	(770) 962-0110
10026	Joe	Williamson	799 Christmas Ave. #800	Bethlehem	GA	30620	(770) 962-0110
10876	Robert	Touchton	107 Peach Wood Dr	Byron	GA	31008	(478) 333-8600
5333	Don	Bailey	7770 Cumming Highway	Canton	GA	30114	(770) 720-9533
6657	Don	Bailey	7770 Cumming Highway	Canton	GA	30114	(770) 720-9533
8823	Don	Bailey	7770 Cumming Highway	Canton	GA	30114	(770) 720-9533
8824	Don	Bailey	7770 Cumming Highway	Canton	GA	30114	(770) 720-9533
10449	Don	Bailey	7770 Cumming Highway	Canton	GA	30114	(770) 720-9533
10450	Don	Bailey	7770 Cumming Highway	Canton	GA	30114	(770) 720-9533
10451	Don	Bailey	7770 Cumming Highway	Canton	GA	30114	(770) 720-9533
4496	Bill	Barbee	111 Kelli Clark Ct. Suite A	Cartersville	GA	30121	(866) 606-0409
5100	Bill	Barbee	111 Kelli Clark Ct. Suite A	Cartersville	GA	30121	(866) 606-0409
6479	Bill	Barbee	111 Kelli Clark Ct. Suite A	Cartersville	GA	30121	(866) 606-0409
6480	Bill	Barbee	111 Kelli Clark Ct. Suite A	Cartersville	GA	30121	(866) 606-0409
7221	Bill	Barbee	111 Kelli Clark Ct. Suite A	Cartersville	GA	30121	(866) 606-0409
8691	Bill	Barbee	111 Kelli Clark Ct. Suite A	Cartersville	GA	30121	(866) 606-0409
5462	Christopher	Lovejoy	700 Blacklawn Road SW	Conyers	GA	30012	(770) 992-1575
5858	Christopher	Lovejoy	700 Blacklawn Road SW	Conyers	GA	30012	(770) 992-1575
7179	Christopher	Lovejoy	700 Blacklawn Road SW	Conyers	GA	30012	(770) 992-1575
7180	Christopher	Lovejoy	700 Blacklawn Road SW	Conyers	GA	30012	(770) 992-1575
8995	Christopher	Lovejoy	700 Blacklawn Road SW	Conyers	GA	30012	(770) 992-1575
10830	Christopher	Lovejoy	700 Blacklawn Road SW	Conyers	GA	30012	(770) 992-1575
4962	Larry	Alford	P.O. Box 1353	Douglasville	GA	30133-1353	(770) 222-9444
6931	Steven	Morgan	8301 Fortson Rd	Fortson	GA	31808	(706) 882-0903
6932	Steven	Morgan	8301 Fortson Rd	Fortson	GA	31808	(706) 882-0903
8614	Steven	Morgan	8301 Fortson Rd.	Fortson	GA	31808	(706) 457-3526

#	First Name	Last Name	Address	City	State	Zip	Telephone
6123	Larry	Alford	1963 Delta Drive	Gainesville	GA	30501	(770) 536-6858
6346	Larry	Alford	1963 Delta Drive	Gainesville	GA	30501	(770) 536-6858
10465	Robert	Touchton	5412 Sycamore Run	Hahira	GA	31632	(229) 560-0300
6764	Larry	Alford	8050 Fair Oaks Court	Jonesboro	GA	30236	(770) 228-9818
6765	Larry	Alford	8050 Fair Oaks Court	Jonesboro	GA	30236	(770) 228-9818
7625	Larry	Alford	8050 Fair Oaks Court	Jonesboro	GA	30236	(770) 228-9818
7989	Larry	Alford	8050 Fair Oaks Court	Jonesboro	GA	30236	(770) 228-9818
3020	Steven	Morgan	203 Westside Court	LaGrange	GA	30240	(706) 882-0903
4763	Steven	Morgan	203 Westside Court	LaGrange	GA	30240	(706) 882-0903
7674	Steven	Morgan	203 Westside Court	LaGrange	GA	30240	(706) 882-0903
10731	Dustin	Hickox	591 Northampton Road	Leesburg	GA	31763	(229) 439-5707
9338	Howard	Holleman	P.O. Box 28198	Macon	GA	31221	(478) 742-7570
9339	Howard	Holleman	P.O. Box 28198	Macon	GA	31221	(478) 742-7570
9340	Howard	Holleman	P.O. Box 28198	Macon	GA	31221	(478) 742-7570
9341	Howard	Holleman	P.O. Box 28198	Macon	GA	31221	(478) 742-7570
9342	Howard	Holleman	P.O. Box 28198	Macon	GA	31221	(478) 742-7570
9343	Howard	Holleman	P.O. Box 28198	Macon	GA	31221	(478) 742-7570
9344	Howard	Holleman	P.O. Box 28198	Macon	GA	31221	(478) 742-7570
9345	Howard	Holleman	P.O. Box 28198	Macon	GA	31221	(478) 742-7570
3001	Jorge	Salhuana	944 Industrial Park Drive	Marietta	GA	30062	(770) 937-0470
10423	Colon	Hemrick	10 Franklin Rd	Newnan	GA	30268	(678) 414-6128
10597	Colon	Hemrick	10 Franklin Rd	Newnan	GA	30268	(678) 414-6128
8681	Steven	Morgan	535 Pine Road	Newnan	GA	30263	(770) 683-9432
10155	Steven	Morgan	535 Pine Road	Newnan	GA	30263	(770) 683-9432
9953	David	Dean	3643 Explorer Trail Suite B	Oakwood	GA	30566	(770) 573-0087
9954	David	Dean	3643 Explorer Trail Suite B	Oakwood	GA	30566	(770) 573-0087
10536	David	Dean	3643 Explorer Trail Suite B	Oakwood	GA	30566	(770) 573-0087
10537	David	Dean	3643 Explorer Trail Suite B	Oakwood	GA	30566	(770) 573-0087
10538	David	Dean	3643 Explorer Trail Suite B	Oakwood	GA	30566	(770) 573-0087
10539	David	Dean	3643 Explorer Trail Suite B	Oakwood	GA	30566	(770) 573-0087
2996	Larry	Alford	1 Hillindale Drive	Rome	GA	30161	(706) 232-0255

#	First Name	Last Name	Address	City	State	Zip	Telephone
10638	Sean	Gordon	1050 Northfield Court #400	Roswell	GA	30076	(770) 670-9751
10844	Sean	Gordon	1050 Northfield Court #400	Roswell	GA	30076	(770) 670-9751
9815	Deidre	Weiss	905 East 69th Street	Savannah	GA	31405	(912) 234-0270
9816	Deidre	Weiss	905 East 69th Street	Savannah	GA	31405	(912) 234-0270
9818	Deidre	Weiss	905 East 69th Street	Savannah	GA	31405	(912) 234-0270
7028	Randi	Kramer	4515 GA Highway 40 East	St. Marys	GA	31558	(912) 673-7688
9104	James	Taylor	3732 Highway 82 W	Tifton	GA	31793	(229) 387-9450
10035	Dax	Sullivan	1240 Greensboro Highway	Watkinsville	GA	30677	(706) 769-3337
10036	Dax	Sullivan	1240 Greensboro Highway	Watkinsville	GA	30677	(706) 769-3337
10037	Dax	Sullivan	1240 Greensboro Highway	Watkinsville	GA	30677	(706) 769-3337
9376	Jim	Conroy	1016 Alahaki Street	Kailua	HI	96734	(808) 664-3603
8750	Austin	Rice Jr.	1101 W 11th St.	Atlantic	IA	50022	(712) 243-5373
8496	Matt	Moorman	2128 Mamie Eisenhower Ave	Boone	IA	50036	(515) 432-3053
8860	Matt	Moorman	2128 Mamie Eisenhower Ave	Boone	IA	50036	(515) 432-3053
8463	Austin	Rice Jr.	302 N Main St	Carroll	IA	51401	(712) 792-0300
8717	Austin	Rice Jr.	302 N Main St	Carroll	IA	51401	(712) 792-0300
3512	Daniel	Kelchen	202 Arthur Street SW	Cascade	IA	52033	(563) 852-3535
10613	Chad	Reichert	5640 W Cedar Wapsi Rd	Cedar Falls	IA	50613	(319) 433-1110
10846	Chad	Reichert	5640 W Cedar Wapsi Rd	Cedar Falls	IA	50613	(319) 433-1110
3503	Austin	Rice Jr.	7555 University Avenue	Clive	IA	50325	(515) 274-9109
10253	Austin	Rice Jr.	7555 University Avenue	Clive	IA	50325	(515) 274-9109
10662	Austin	Rice Jr.	7555 University Avenue	Clive	IA	50325	(515) 274-9109
10663	Austin	Rice Jr.	7555 University Avenue	Clive	IA	50325	(515) 274-9109
10803	Austin	Rice Jr.	7555 University Avenue	Clive	IA	50325	(515) 274-9109
10897	Austin	Rice Jr.	7555 University Avenue	Clive	IA	50325	(515) 274-9109
9855	Kim	Bailey	500 Scott Avenue	Des Moines	IA	50309	(515) 262-7602
9856	Kim	Bailey	500 Scott Avenue	Des Moines	IA	50309	(515) 262-7602
9857	Kim	Bailey	500 Scott Avenue	Des Moines	IA	50309	(515) 262-7602
4855	Michael	Armstrong	1845 Washington Street	Dubuque	IA	52001-3662	(563) 557-1488
10188	Michael	Armstrong	1845 Washington Street	Dubuque	IA	52001-3662	(563) 557-1488
10826	Michael	Armstrong	1845 Washington Street	Dubuque	IA	52001-3662	(563) 557-1488

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3513	Ken	Knipper	2855 155th Street	Earlville	IA	52041	(866) 999-1980
9531	Austin	Rice Jr.	3516 Maple Dr.	Fort Dodge	IA	50501	(515) 576-1619
9893	Austin	Rice Jr.	3516 Maple Dr.	Fort Dodge	IA	50501	(515) 576-1619
9894	Austin	Rice Jr.	3516 Maple Dr.	Fort Dodge	IA	50501	(515) 576-1619
5937	Byron	Mowen	1502 Ave L	Fort Madison	IA	52627	(319) 372-5827
9829	Byron	Mowen	1502 Ave L	Fort Madison	IA	52627	(319) 372-5827
10559	Byron	Mowen	1502 Ave L	Fort Madison	IA	52627	(319) 372-5827
10560	Byron	Mowen	1502 Ave L	Fort Madison	IA	52627	(319) 372-5827
10849	Byron	Mowen	1502 Ave L	Fort Madison	IA	52627	(319) 372-5827
9670	Austin	Rice Jr.	1700 Hawkeye Drive Ste C	Hiawatha	IA	52233	(319) 365-9265
9671	Austin	Rice Jr.	1700 Hawkeye Drive Ste C	Hiawatha	IA	52233	(319) 365-9265
7593	Kevin	Hand	501 S Oak Street	Iowa Falls	IA	50126	(641) 648-5578
3514	Scott	Hansen	1363 8th Street	Marion	IA	52302	(319) 377-5129
10440	Austin	Rice Jr.	1544 S Garfield Place	Mason City	IA	50401	(641) 421-2009
8460	Austin	Rice Jr.	807 27th St	Milford	IA	51351	(712) 338-4848
10172	Austin	Rice Jr.	807 27th St	Milford	IA	51351	(712) 338-4848
8612	Kerry	Walker	3768 Harbor Avenue	Newton	IA	50208	(641) 792-9580
8613	Kerry	Walker	3768 Harbor Avenue	Newton	IA	50208	(641) 792-9580
8528	Austin	Rice Jr.	1219 N Lake Ave	Storm Lake	IA	50588	(712) 732-1076
9160	Austin	Rice Jr.	1219 N Lake Ave	Storm Lake	IA	50588	(712) 732-1076
3511	Joel	Harris	432 Locust Street	Waterloo	IA	50701	(319) 291-3991
1259	Alma	Stumpp	2839 E 14th N	Ammon	ID	83401	(208) 524-8262
1269	Alma	Stumpp	190 Southside Way	Chubbuck	ID	83202	(208) 233-2048
6345	Russell	Weibye	216 W. 38th Street	Garden City	ID	83714	(208) 888-1882
8725	Colleen	Grittner	928 Preston Avenue	Lewiston	ID	83501	(208) 743-6838
7164	Evan	Strickfaden	1449 Main Street	Lewiston	ID	83501	(208) 798-1685
8243	Larry	Butterfield	2103 E Lanark Street	Meridian	ID	83642	(208) 344-5511
9198	Larry	Butterfield	2103 E Lanark Street	Meridian	ID	83642	(208) 344-5511
10223	Larry	Butterfield	2103 E Lanark Street	Meridian	ID	83642	(208) 344-5511
10224	Larry	Butterfield	2103 E Lanark Street	Meridian	ID	83642	(208) 344-5511
8578	Christopher	Davis	16089 N Franklin Boulevard	Nampa	ID	83687	(208) 546-1607

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10428	Christopher	Davis	16089 N Franklin Boulevard	Nampa	ID	83687	(208) 546-1607
9925	Brian	Davis	5974 W Seltice Way	Post Falls	ID	83854	(509) 924-7574
10149	Brian	Davis	5974 W. Seltice Way	Post Falls	ID	83854	(208) 667-6633
10151	Brian	Davis	5974 W. Seltice Way	Post Falls	ID	83854	(208) 667-6633
10152	Brian	Davis	5974 W. Seltice Way	Post Falls	ID	83854	(208) 667-6633
1229	Rick	Tegan	235 6th Avenue West	Twin Falls	ID	83301	(208) 734-2222
7197	Rick	Tegan	235 6th Avenue West	Twin Falls	ID	83301	(208) 734-2222
7428	Sam	Jazairli	11 W College Dr.	Arlington Heights	IL	60004	(847) 259-7700
9919	Nick	Kellerstrass	1712 E. Hamilton Unit D	Bloomington	IL	61704	(309) 808-1774
3425	Dean	Knox	1590 Barclay Boulevard	Buffalo Grove	IL	60089	(847) 564-0204
3450	Dean	Knox	1590 Barclay Boulevard	Buffalo Grove	IL	60089	(847) 564-0204
3451	Dean	Knox	1590 Barclay Boulevard	Buffalo Grove	IL	60089	(847) 564-0204
3452	Dean	Knox	1590 Barclay Boulevard	Buffalo Grove	IL	60089	(847) 564-0204
3453	Dean	Knox	1590 Barclay Boulevard	Buffalo Grove	IL	60089	(847) 564-0204
3454	Dean	Knox	1590 Barclay Boulevard	Buffalo Grove	IL	60089	(847) 564-0204
3467	Dean	Knox	1590 Barclay Boulevard	Buffalo Grove	IL	60089	(847) 564-0204
5537	Dean	Knox	1590 Barclay Boulevard	Buffalo Grove	IL	60089	(847) 564-0204
5929	Dean	Knox	1590 Barclay Boulevard	Buffalo Grove	IL	60089	(847) 564-0204
8835	Dana	Maloney	9966 Samuel Road	Carterville	IL	62918	(618) 985-1100
8836	Dana	Maloney	9966 Samuel Road	Carterville	IL	62918	(618) 985-1100
8837	Dana	Maloney	9966 Samuel Road	Carterville	IL	62918	(618) 985-1100
8838	Dana	Maloney	9966 Samuel Road	Carterville	IL	62918	(618) 985-1100
9587	Dana	Maloney	9966 Samuel Road	Carterville	IL	62918	(618) 985-1100
9588	Dana	Maloney	9966 Samuel Road	Carterville	IL	62918	(618) 985-1100
9589	Dana	Maloney	9966 Samuel Road	Carterville	IL	62918	(618) 985-1100
4121	Kevin	Kallas	150 Chicago Street	Cary	IL	60013	(847) 381-1620
5062	Kevin	Kallas	150 Chicago Street	Cary	IL	60013	(847) 381-1620
5651	Kevin	Kallas	150 Chicago Street	Cary	IL	60013	(847) 381-1620
6225	Kevin	Kallas	150 Chicago Street	Cary	IL	60013	(847) 381-1620
7739	Kevin	Kallas	150 Chicago Street	Cary	IL	60013	(847) 381-1620
7740	Kevin	Kallas	150 Chicago Street	Cary	IL	60013	(847) 381-1620

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9337	Kevin	Kallas	150 Chicago Street	Cary	IL	60013	(847) 381-1620
9593	Kevin	Kallas	150 Chicago Street	Cary	IL	60013	(847) 381-1620
10146	Kevin	Kallas	150 Chicago Street	Cary	IL	60013	(847) 381-1620
10147	Kevin	Kallas	150 Chicago Street	Cary	IL	60013	(847) 381-1620
10148	Kevin	Kallas	150 Chicago Street	Cary	IL	60013	(847) 381-1620
8571	Kim	Brooks	2506 N. Mattis Ave	Champaign	IL	61822	(800) 954-9444
9206	Dyaa	Achmar	4203 N. Milwaukee Avenue	Chicago	IL	60641	(773) 610-0246
9210	Dyaa	Achmar	4203 N. Milwaukee Avenue	Chicago	IL	60641	(773) 610-0246
3435	Kim	Brooks	10818 S. Langley Avenue	Chicago	IL	60628	(800) 954-9444
4837	Kim	Brooks	10818 S. Langley Avenue	Chicago	IL	60628	(800) 954-9444
5323	Kim	Brooks	10818 S. Langley Avenue	Chicago	IL	60628	(800) 954-9444
5405	Kim	Brooks	10818 S. Langley Avenue	Chicago	IL	60628	(800) 954-9444
6071	Kim	Brooks	10818 S. Langley Avenue	Chicago	IL	60628	(800) 954-9444
8099	Kim	Brooks	10818 S. Langley Avenue	Chicago	IL	60628	(800) 954-9444
8513	Kim	Brooks	10818 S. Langley Avenue	Chicago	IL	60628	(800) 954-9444
8570	Kim	Brooks	10818 S. Langley Avenue	Chicago	IL	60628	(800) 954-9444
8572	Kim	Brooks	10818 S. Langley Avenue	Chicago	IL	60628	(800) 954-9444
9884	James	Hardemon	8525 S. Stony Island Ave.	Chicago	IL	60617	(773) 303-6686
9060	Nasutsa	Mabwa	420 W. Huron Street	Chicago	IL	60654	(773) 376-1110
9248	Nasutsa	Mabwa	420 W. Huron Street	Chicago	IL	60654	(773) 376-1110
9729	Nasutsa	Mabwa	420 W. Huron Street	Chicago	IL	60654	(773) 376-1110
9737	Nasutsa	Mabwa	420 W. Huron Street	Chicago	IL	60654	(773) 376-1110
9738	Nasutsa	Mabwa	420 W. Huron Street	Chicago	IL	60654	(773) 376-1110
9744	Nasutsa	Mabwa	420 W. Huron Street	Chicago	IL	60654	(773) 376-1110
5173	Michael	Mason	4564 North Elston Ave	Chicago	IL	60004	(773) 286-9500
6016	Ayman	Nofal	3010 West Belmont	Chicago	IL	60618	(773) 279-8000
6935	Ayman	Nofal	3010 West Belmont	Chicago	IL	60618	(773) 279-8000
3459	Frank	Noweder	4183 N. Elston Avenue	Chicago	IL	60618	(773) 583-4300
8315	Neil	Zabadneh	3254 Kilbourn Ave.	Chicago	IL	60641	(773) 647-1985
8316	Neil	Zabadneh	3254 Kilbourn Ave.	Chicago	IL	60641	(773) 647-1985
8317	Neil	Zabadneh	3254 Kilbourn Ave.	Chicago	IL	60641	(773) 647-1985

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8318	Neil	Zabadneh	3254 Kilbourn Ave.	Chicago	IL	60641	(773) 647-1985
8398	Deia	Zabadneh	1945 S. Halsted	Chicago	IL	60077	(773) 388-9200
8399	Deia	Zabadneh	1945 S. Halsted	Chicago	IL	60077	(773) 388-9200
10413	Neil	Zabadneh	3254 Kilbourn Ave.	Chicago	IL	60641	(773) 647-1985
5188	Imad	Achmar	1000 E Oakton Street	Des Plaines	IL	60017-3000	(847) 329-0044
3419	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
3426	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
3431	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
4473	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
4737	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
4836	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
6614	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
8620	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(630) 833-0888
8633	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(630) 833-0888
8634	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(630) 833-0888
8964	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
8965	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
8966	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
8967	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
8968	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
8969	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
8970	Kim	Brooks	2400 Wisconsin Avenue	Downers Grove	IL	60515	(800) 954-9444
8847	Margaret	Saunders	2400 Wisconsin	Downers Grove	IL	60515	(800) 954-9444
5778	Ken	Knipper	1709 1/2 Highway 35 N	East Dubuque	IL	61025	(866) 999-1980
7587	Sultan	AlSalaita	555 Plate Drive	East Dundee	IL	60118	(847) 844-8882
7588	Sultan	AlSalaita	555 Plate Drive	East Dundee	IL	60118	(847) 844-8882
9319	Stephen	Fleming	501 Meadow Avenue	East Peoria	IL	61611	(309) 694-9821
9320	Stephen	Fleming	501 Meadow Avenue	East Peoria	IL	61611	(309) 694-9821
9321	Stephen	Fleming	501 Meadow Avenue	East Peoria	IL	61611	(309) 694-9821
9322	Stephen	Fleming	501 Meadow Avenue	East Peoria	IL	61611	(309) 694-9821
3437	Dawn	Metzler	1270 Jarvis	Elk Grove Village	IL	60007	(847) 364-9500

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3438	Dawn	Metzler	1270 Jarvis	Elk Grove Village	IL	60007	(847) 364-9500
3466	Dawn	Metzler	1270 Jarvis	Elk Grove Village	IL	60007	(847) 364-9500
4401	Dawn	Metzler	1270 Jarvis	Elk Grove Village	IL	60007	(847) 364-9500
4722	Dawn	Metzler	1270 Jarvis	Elk Grove Village	IL	60007	(847) 364-9500
4403	Mohammed	Aljupoor	3336 W. Lake Ave.	Glenview	IL	60026	(847) 827-8250
9788	Abdullah	Noweder	4414 W. Roosevelt Road	Hillside	IL	60162	(630) 969-9999
8425	Len	Larsen	2621 City's Edge	Joliet	IL	60431	(815) 467-5899
8100	Kim	Brooks	1144 Rose Road	Lake Zurich	IL	60047	(800) 954-9444
8514	Kim	Brooks	1144 Rose Road	Lake Zurich	IL	60047	(800) 954-9444
8971	Kim	Brooks	1144 Rose Road	Lake Zurich	IL	60047	(800) 954-9444
8972	Kim	Brooks	1144 Rose Road	Lake Zurich	IL	60047	(800) 954-9444
9499	Abdullah	Noweder	924 Ogden Avenue	Lisle	IL	60532	(630) 241-1111
10654	Kathy	Jamroz	24920 Cashel Bay Rd.	Manhattan	IL	60442	(815) 436-9622
4163	Glenn	Bouck	9951 W. 190th Street	Mokena	IL	60448	(708) 479-7102
6627	Glenn	Bouck	9951 W. 190th Street	Mokena	IL	60448	(708) 479-7102
7582	Glenn	Bouck	9951 W. 190th Street	Mokena	IL	60448	(708) 479-7102
7583	Glenn	Bouck	9951 W. 190th Street	Mokena	IL	60448	(708) 479-7102
7584	Glenn	Bouck	9951 W. 190th Street	Mokena	IL	60448	(708) 479-7102
7570	Michael	Simons	5310 Avenue of the Cities	Moline	IL	61265	(309) 762-3136
7571	Michael	Simons	5310 Avenue of the Cities	Moline	IL	61265	(309) 762-3136
7659	Michael	Simons	5310 Avenue of the Cities	Moline	IL	61265	(309) 762-3136
7757	Michael	Simons	5310 Avenue of the Cities	Moline	IL	61265	(309) 762-3136
7758	Michael	Simons	5310 Avenue of the Cities	Moline	IL	61265	(309) 762-3136
5114	Larry	Yingling	106 Damon Road	Mount Sterling	IL	62353	(217) 773-4548
5115	Larry	Yingling	106 Damon Road	Mount Sterling	IL	62353	(217) 773-4548
5626	Larry	Yingling	106 Damon Road	Mount Sterling	IL	62353	(217) 773-4548
8192	Larry	Yingling	106 Damon Road	Mount Sterling	IL	62353	(217) 773-4548
8887	Larry	Yingling	106 Damon Road	Mount Sterling	IL	62353	(217) 773-4548
4276	Judith	Hembling	111 Franklin	Naperville	IL	60564	(630) 420-8180
10140	Nathan	O'Bryon	200 Alder Drive	North Aurora	IL	60542	(630) 553-6650
10141	Nathan	O'Bryon	200 Alder Drive	North Aurora	IL	60542	(630) 553-6650

#	First Name	Last Name	Address	City	State	Zip	Telephone
10142	Nathan	O'Bryon	200 Alder Drive	North Aurora	IL	60542	(630) 553-6650
10143	Nathan	O'Bryon	200 Alder Drive	North Aurora	IL	60542	(630) 553-6650
10530	Nathan	O'Bryon	200 Alder Drive	North Aurora	IL	60542	(630) 553-6650
9461	Abdullah	Noweder	2625 Butterfield Rd., Suite 138s	Oak Brook	IL	60523	(630) 969-9999
9782	Abdullah	Noweder	2625 Butterfield Rd., Suite 138s	Oak Brook	IL	60523	(630) 969-9999
9784	Abdullah	Noweder	2625 Butterfield Rd., Suite 138s	Oak Brook	IL	60523	(630) 969-9999
9786	Abdullah	Noweder	2625 Butterfield Rd., Suite 138s	Oak Brook	IL	60523	(630) 969-9999
10144	Abdullah	Noweder	2625 Butterfield Rd., Suite 138s	Oak Brook	IL	60523	(630) 969-9999
3460	Judith	Hembling	508 N. Oak Park	Oak Park	IL	60302	(708) 524-7915
9779	Abdullah	Noweder	5757 W. 95th St.	Oaklawn	IL	60453	(630) 969-9999
9488	Raymond	Kelly	1392 Frontage Road	O'Fallon	IL	62269	(618) 655-5555
9560	Raymond	Kelly	1392 Frontage Road	O'Fallon	IL	62269	(618) 655-5555
7235	Kim	Brooks	123 West Progress Drive	Princeton	IL	61356	(800) 954-9444
8515	Kim	Brooks	123 West Progress Drive	Princeton	IL	61356	(800) 954-9444
6068	Kim	Brooks	4815 Hydraulic Road	Rockford	IL	61109	(815) 874-6068
6720	Kim	Brooks	4815 Hydraulic Road	Rockford	IL	61109	(815) 874-6068
6721	Kim	Brooks	4815 Hydraulic Road	Rockford	IL	61109	(815) 874-6068
7042	Kim	Brooks	4815 Hydraulic Road	Rockford	IL	61109	(815) 874-6068
9557	Neil	Zabadneh	3909 W Howard Street	Skokie	IL	60076	(847) 730-7301
8569	Kim	Brooks	2831 Farmers Market Road	Springfield	IL	62707	(800) 954-9444
7270	Robert	Schramer	1280 East State Street	Sycamore	IL	60178	(815) 754-5500
9048	Robert	Schramer	1280 East State Street	Sycamore	IL	60178	(815) 754-5500
9049	Robert	Schramer	1280 East State Street	Sycamore	IL	60178	(815) 754-5500
9540	Yaser	Zabadneh	1147 Ellsworth Avenue	Villa Park	IL	60181	(630) 916-1900
9545	Yaser	Zabadneh	1147 Ellsworth Avenue	Villa Park	IL	60181	(630) 916-1900
9759	Yaser	Zabadneh	1147 Ellsworth Avenue	Villa Park	IL	60181	(630) 916-1900
9760	Yaser	Zabadneh	1147 Ellsworth Avenue	Villa Park	IL	60181	(630) 916-1900
8228	Abdullah	Noweder	120 Bridge St.	Wheaton	IL	60187	(630) 969-9999
9083	Abdullah	Noweder	120 Bridge St.	Wheaton	IL	60187	(630) 969-9999
9780	Abdullah	Noweder	120 Bridge St.	Wheaton	IL	60187	(630) 969-9999
9781	Abdullah	Noweder	120 Bridge St.	Wheaton	IL	60187	(630) 969-9999

#	First Name	Last Name	Address	City	State	Zip	Telephone
9783	Abdullah	Noweder	120 Bridge St.	Wheaton	IL	60187	(630) 969-9999
9785	Abdullah	Noweder	120 Bridge St.	Wheaton	IL	60187	(630) 969-9999
9787	Abdullah	Noweder	120 Bridge St.	Wheaton	IL	60187	(630) 969-9999
6251	Eric	Terrell	3419 Columbus Ave.	Anderson	IN	46013	(765) 649-2251
8311	Eric	Terrell	3419 Columbus Ave.	Anderson	IN	46013	(765) 649-2251
8312	Eric	Terrell	3419 Columbus Ave.	Anderson	IN	46013	(765) 649-2251
10241	Dustin	Beane	2049 W. Vernal Pike, Building #2	Bloomington	IN	47404	(812) 332-7378
10242	Dustin	Beane	2049 W. Vernal Pike, Building #2	Bloomington	IN	47404	(812) 332-7378
4911	Frank	Gardner	810 E Wabash Avenue	Crawfordsville	IN	47933	(765) 362-2107
8175	Jeremy	Davidson	411 Mishawaka Rd	Elkhart	IN	46517	(574) 288-8081
10243	Dustin	Beane	121 E. Eichel	Evansville	IN	47711	(812) 401-7378
8657	Jeremy	Davidson	3707 Transportation Dr.	Fort Wayne	IN	46818	(260) 422-0001
8658	Jeremy	Davidson	3707 Transportation Dr.	Fort Wayne	IN	46818	(260) 422-0001
8659	Jeremy	Davidson	3707 Transportation Dr.	Fort Wayne	IN	46818	(260) 422-0001
6728	Bradford	Lackey	1601 Short Street	Fort Wayne	IN	46808	(260) 420-1502
6730	Bradford	Lackey	1601 Short Street	Fort Wayne	IN	46808	(260) 420-1502
8373	Bradford	Lackey	1601 Short Street	Fort Wayne	IN	46808	(260) 420-1502
9294	Bradford	Lackey	1601 Short Street	Fort Wayne	IN	46808	(260) 420-1502
9295	Bradford	Lackey	1601 Short Street	Fort Wayne	IN	46808	(260) 420-1502
9207	Matthew	Parker	12832 Industrial Park Drive	Granger	IN	46530	(574) 222-2648
9208	Matthew	Parker	12832 Industrial Park Drive	Granger	IN	46530	(574) 222-2648
9209	Matthew	Parker	12832 Industrial Park Drive	Granger	IN	46530	(574) 222-2648
9813	Matthew	Parker	12832 Industrial Park Drive	Granger	IN	46530	(574) 222-2648
9814	Matthew	Parker	12832 Industrial Park Drive	Granger	IN	46530	(574) 222-2648
10762	Tyler	Marshall	1546 West CR 300 South	Greencastle	IN	46135	(675) 720-5994
1585	Frederick	Fentz	3041 W. US 40	Greenfield	IN	46140	(317) 467-6571
7770	Frederick	Fentz	3041 W. US 40	Greenfield	IN	46140	(317) 467-6571
9799	Frederick	Fentz	3041 W. US 40	Greenfield	IN	46140	(317) 467-6571
9800	Frederick	Fentz	3041 W. US 40	Greenfield	IN	46140	(317) 467-6571
9554	Kim	Brooks	1640 Midwest Blvd	Indianapolis	IN	46214	(800) 954-9444
9249	Keith	Mathews	2851 N. Webster Ave.	Indianapolis	IN	46219	(317) 286-2999

#	First Name	Last Name	Address	City	State	Zip	Telephone
9250	Keith	Mathews	2851 N. Webster Ave.	Indianapolis	IN	46219	(317) 286-2999
9590	Keith	Mathews	2851 N. Webster Ave.	Indianapolis	IN	46219	(317) 286-2999
9591	Keith	Mathews	2851 N. Webster Ave.	Indianapolis	IN	46219	(317) 286-2999
10325	Keith	Mathews	2851 N. Webster Ave.	Indianapolis	IN	46219	(317) 286-2999
10326	Keith	Mathews	2851 N. Webster Ave.	Indianapolis	IN	46219	(317) 286-2999
10327	Keith	Mathews	2851 N. Webster Ave.	Indianapolis	IN	46219	(317) 286-2999
1569	Trent	Smith	1435 Brookville Way, Suite B	Indianapolis	IN	46239	(317) 602-8070
6524	Trent	Smith	1435 Brookville Way, Suite B	Indianapolis	IN	46239	(317) 602-8070
6525	Trent	Smith	1435 Brookville Way, Suite B	Indianapolis	IN	46239	(317) 602-8070
6526	Trent	Smith	1435 Brookville Way, Suite B	Indianapolis	IN	46239	(317) 602-8070
6527	Trent	Smith	1435 Brookville Way, Suite B	Indianapolis	IN	46239	(317) 602-8070
7742	Jeff	Rogers	4424 McCarty Lane	Lafayette	IN	47905	(765) 449-7470
7743	Jeff	Rogers	4424 McCarty Lane	Lafayette	IN	47905	(765) 449-7470
7744	Jeff	Rogers	4424 McCarty Lane	Lafayette	IN	47905	(765) 449-7470
7745	Jeff	Rogers	4424 McCarty Lane	Lafayette	IN	47905	(765) 449-7470
8194	Jeff	Rogers	4424 McCarty Lane	Lafayette	IN	47905	(765) 449-7470
8593	Jeff	Rogers	4424 McCarty Lane	Lafayette	IN	47905	(765) 449-7470
8594	Jeff	Rogers	4424 McCarty Lane	Lafayette	IN	47905	(765) 449-7470
6109	Jeffrey	Turner	3410 Rascal Drive	Lafayette	IN	47909	(765) 471-6000
6644	Jeffrey	Turner	3410 Rascal Drive	Lafayette	IN	47909	(765) 471-6000
6645	Jeffrey	Turner	3410 Rascal Drive	Lafayette	IN	47909	(765) 471-6000
6733	Bradford	Lackey	230 West Second Street	Marion	IN	46952	(765) 668-8085
6734	Bradford	Lackey	230 West Second Street	Marion	IN	46952	(765) 668-8085
7630	Jeffrey	Turner	1420 E 89th Avenue	Merrillville	IN	46410	(888) 895-6525
7631	Jeffrey	Turner	1420 E 89th Avenue	Merrillville	IN	46410	(888) 895-6525
7535	Jeremy	Davidson	288 N. Mayflower Road	South Bend	IN	46619	(574) 288-8081
7536	Jeremy	Davidson	288 N. Mayflower Road	South Bend	IN	46619	(574) 288-8081
7546	Jeremy	Davidson	288 N. Mayflower Road	South Bend	IN	46619	(574) 288-8081
8041	Jeremy	Davidson	288 N. Mayflower Road	South Bend	IN	46619	(574) 288-8081
8042	Jeremy	Davidson	288 N. Mayflower Road	South Bend	IN	46619	(574) 288-8081
9561	Rob	Hartill	212 E. Lincolnway	Valparaiso	IN	46383	(219) 476-2222

#	First Name	Last Name	Address	City	State	Zip	Telephone
9562	Rob	Hartill	212 E. Lincolnway	Valparaiso	IN	46383	(219) 476-2222
1566	Stanley	Clifton	1410 Tieman Street	Washington	IN	47501	(812) 254-6672
7684	Stanley	Clifton	1410 Tieman Street	Washington	IN	47501	(812) 254-6672
7560	Robert	Rinehart	335 N. Franklin	Colby	KS	67701	(785) 462-3423
8048	Raul	De La Torre	201 West Trail	Dodge City	KS	67801	(620) 227-5343
8049	Raul	De La Torre	201 West Trail	Dodge City	KS	67801	(620) 227-5343
8394	Raul	De La Torre	2610 10th Street	Dodge City	KS	67801	(620) 792-2522
10274	Raul	De La Torre	201 West Trail	Dodge City	KS	67801	(620) 227-5343
2329	Cory	Munsch	808 Milner	Hays	KS	67601	(785) 628-6712
1552	Melvin	Howard	817 N. Jefferson	Junction City	KS	66441	(785) 238-4818
10305	Kenneth	Sanders	10579 Wilmer Rd.	Lenexa	KS	66215	(913) 309-3563
10306	Kenneth	Sanders	10579 Wilmer Rd.	Lenexa	KS	66215	(913) 309-3563
10307	Kenneth	Sanders	10579 Wilmer Rd.	Lenexa	KS	66215	(913) 309-3563
10308	Kenneth	Sanders	10579 Wilmer Rd.	Lenexa	KS	66215	(913) 309-3563
10309	Kenneth	Sanders	10579 Wilmer Rd.	Lenexa	KS	66215	(913) 309-3563
10310	Kenneth	Sanders	10579 Wilmer Rd.	Lenexa	KS	66215	(913) 309-3563
2337	Daryl	Skibbe	2216 Anderson	Newton	KS	67114	(316) 283-5404
10271	Lane	Slaten	11040 S Green Rd.	Olathe	KS	66061	(913) 617-3931
10272	Lane	Slaten	11040 S Green Rd.	Olathe	KS	66061	(913) 617-3931
1535	Ron	Sieb	2906 N. Old Rouse Rd	Pittsburg	KS	66762	(620) 232-1230
2336	Dewayne	Russell	522 Reynolds Street	Salina	KS	67401	(785) 825-6761
1542	Kim	Brooks	8450 Cole Parkway	Shawnee	KS	66227	(800) 954-9444
8323	Kim	Brooks	8450 Cole Parkway	Shawnee	KS	66227	(800) 954-9444
8618	Kim	Brooks	8450 Cole Parkway	Shawnee	KS	66227	(316) 685-2325
10807	Kim	Brooks	8450 Cole Parkway	Shawnee	KS	66227	(316) 685-2325
8467	Kevin	Nocktonick	4900 S.W. Topeka Boulevard	Topeka	KS	66609	(785) 862-9800
8468	Kevin	Nocktonick	4900 S.W. Topeka Boulevard	Topeka	KS	66609	(785) 862-9800
8469	Kevin	Nocktonick	4900 S.W. Topeka Boulevard	Topeka	KS	66609	(785) 862-9800
8470	Kevin	Nocktonick	4900 S.W. Topeka Boulevard	Topeka	KS	66609	(785) 862-9800
8471	Kevin	Nocktonick	4900 S.W. Topeka Boulevard	Topeka	KS	66609	(785) 862-9800
8472	Kevin	Nocktonick	4900 S.W. Topeka Boulevard	Topeka	KS	66609	(785) 862-9800

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9642	Kevin	Nocktonick	4900 S.W. Topeka Boulevard	Topeka	KS	66609	(785) 862-9800
9643	Kevin	Nocktonick	4900 S.W. Topeka Boulevard	Topeka	KS	66609	(785) 862-9800
10039	Kevin	Nocktonick	4900 S.W. Topeka Boulevard	Topeka	KS	66609	(785) 862-9800
9436	Kim	Brooks	4821 North Hydraulic	Wichita	KS	67219	(316) 685-2325
9437	Kim	Brooks	4821 North Hydraulic	Wichita	KS	67219	(316) 685-2325
9438	Kim	Brooks	4821 North Hydraulic	Wichita	KS	67219	(316) 685-2325
9439	Kim	Brooks	4821 North Hydraulic	Wichita	KS	67219	(316) 685-2325
6597	David	Lazarus	729 E. Boston	Wichita	KS	67211	(316) 321-1895
6599	David	Lazarus	729 E. Boston	Wichita	KS	67211	(316) 321-1895
9091	David	Lazarus	729 E. Boston	Wichita	KS	67211	(316) 321-1895
8556	Mike	Tate	901 S Sabin Street	Wichita	KS	67209	(316) 943-9834
8557	Mike	Tate	901 S Sabin Street	Wichita	KS	67209	(316) 943-9834
9837	Joshua	Salley	726 Sallie Drive	Ashland	KY	41102	(606) 887-0089
5915	Mitchell	Garland	932 US Highway 68 East	Benton	KY	42025	(270) 252-9549
5191	Peter	Wyzykowski	1051 Searcy Way	Bowling Green	KY	42103	(270) 782-8500
7832	Peter	Wyzykowski	1051 Searcy Way	Bowling Green	KY	42103	(270) 782-8500
9128	Peter	Wyzykowski	1051 Searcy Way	Bowling Green	KY	42103	(270) 782-8500
9129	Peter	Wyzykowski	1051 Searcy Way	Bowling Green	KY	42103	(270) 782-8500
4003	Blake	McGlasson	940 Helen Ruth Drive	Ft Wright	KY	41017	(859) 363-0899
5844	Blake	McGlasson	940 Helen Ruth Drive	Ft Wright	KY	41017	(859) 363-0899
6404	Blake	McGlasson	940 Helen Ruth Drive	Ft Wright	KY	41017	(859) 363-0899
6405	Blake	McGlasson	940 Helen Ruth Drive	Ft Wright	KY	41017	(859) 363-0899
10018	Blake	McGlasson	940 Helen Ruth Drive	Ft Wright	KY	41017	(859) 363-0899
9822	Derek	Collier	1034 Nandino Boulevard	Lexington	KY	40511	(859) 309-9964
9881	Derek	Collier	1034 Nandino Boulevard	Lexington	KY	40511	(859) 309-9964
10107	Derek	Collier	1034 Nandino Boulevard	Lexington	KY	40511	(859) 309-9964
10284	Chuck	Russman	444 Terry Boulevard	Louisville	KY	40229	(502) 715-1799
10285	Chuck	Russman	444 Terry Boulevard	Louisville	KY	40229	(502) 715-1799
10286	Chuck	Russman	444 Terry Boulevard	Louisville	KY	40229	(502) 715-1799
10287	Chuck	Russman	444 Terry Boulevard	Louisville	KY	40229	(502) 715-1799
10367	Brian	Sampson	11524 Blankenbaker Access Drive	Louisville	KY	40299	(502) 261-1755

#	First Name	Last Name	Address	City	State	Zip	Telephone
10340	Joshua	Salley	233 Tierney Way	Winchester	KY	40391	(606) 887-0089
2797	Barbara	Clark	3923 Independence Drive	Alexandria	LA	71303	(318) 442-7378
10091	Keith	Kennedy	8316 Billiu Street	Baton Rouge	LA	70817	(225) 931-8685
9263	Huey	Miller Sr.	16035 Parkside St.	Baton Rouge	LA	70817	(337) 234-1289
6749	Robert	Latuso	14260 Forest Heights	Gonzales	LA	70737	(225) 715-2806
8582	Robert	Latuso	14260 Forest Heights	Gonzales	LA	70737	(225) 715-2806
9269	Robert	Latuso	14260 Forest Heights	Gonzales	LA	70737	(225) 715-2806
10138	Robert	Latuso	14260 Forest Heights	Gonzales	LA	70737	(225) 715-2806
10588	Craig	Rose	40364 Woodland Avenue	Gonzales	LA	70737	(225) 221-1015
2793	Gene	Rhodes	301 Howard Avenue	Houma	LA	70363	(985) 872-1029
6215	Huey	Miller Sr.	2700 Cline Street	Lake Charles	LA	70615	(337) 439-2808
6292	Neil	Coggins	201 Ellington Avenue	Luling	LA	70070	(504) 469-2044
6293	Neil	Coggins	201 Ellington Avenue	Luling	LA	70070	(504) 469-2044
9163	Neil	Coggins	201 Ellington Avenue	Luling	LA	70070	(504) 469-2044
9164	Neil	Coggins	201 Ellington Avenue	Luling	LA	70070	(504) 469-2044
7472	Lenny	Cabrera	1759 L & A Road	Metairie	LA	70001	(504) 832-9944
9317	Lenny	Cabrera	1759 L & A Road	Metairie	LA	70001	(504) 832-9944
10128	Lenny	Cabrera	1759 L & A Road	Metairie	LA	70001	(504) 832-9944
2796	Robert	Van Houten	101 Verret Street	New Orleans	LA	70114	(504) 362-4700
9934	Robert	Van Houten	101 Verret Street	New Orleans	LA	70114	(504) 362-4700
2768	Huey	Miller Sr.	119 Credit Drive	Scott	LA	70583	(337) 234-1289
6214	Huey	Miller Sr.	119 Credit Drive	Scott	LA	70583	(337) 234-1289
8328	Huey	Miller Sr.	119 Credit Drive	Scott	LA	70583	(337) 234-1289
7085	Janet	Humble	851 Hope Street	Shreveport	LA	71101	(318) 934-0117
7086	Janet	Humble	851 Hope Street	Shreveport	LA	71101	(318) 934-0117
9383	Janet	Humble	851 Hope Street	Shreveport	LA	71101	(318) 934-0117
9262	Huey	Miller Sr.	9648 St. Vincent Ave	Shreveport	LA	71006	(318) 861-1009
2800	Rupert	Lange	121 Dawn Lane	West Monroe	LA	71292	(318) 325-2191
10660	Rupert	Lange	121 Dawn Lane	West Monroe	LA	71292	(318) 325-2191
1632	Alfred	Talley	58-60 Gallivan Boulevard	Boston	MA	2124	(617) 288-3503
1653	David	Bermingham	3 Arsene Way	Fairhaven	MA	2719	(508) 230-7847

#	First Name	Last Name	Address	City	State	Zip	Telephone
4874	David	Bermingham	3 Arsene Way	Fairhaven	MA	2719	(508) 230-7847
8211	David	Bermingham	3 Arsene Way	Fairhaven	MA	2719	(508) 230-7847
6339	Rick	O'Rourke	3 Arsene Way	Fairhaven	MA	2719	(508) 993-7847
1639	Steve	Gilmore	390 Lenox Street	Norwood	MA	2062	(508) 620-0552
5222	Steve	Gilmore	390 Lenox Street	Norwood	MA	2062	(508) 620-0552
8149	Steve	Gilmore	390 Lenox Street	Norwood	MA	2062	(508) 620-0552
8785	Johanna	Shaw	3 Westview Road	Pittsfield	MA	1201	(413) 445-5678
8786	Johanna	Shaw	3 Westview Road	Pittsfield	MA	1201	(413) 445-5678
5179	William	Sweeney	6 High Steet	Plainville	MA	2762	(800) 865-5157
5590	William	Sweeney	6 High Steet	Plainville	MA	2762	(800) 865-5157
5876	William	Sweeney	6 High Steet	Plainville	MA	2762	(800) 865-5157
5877	William	Sweeney	6 High Steet	Plainville	MA	2762	(800) 865-5157
9500	William	Sweeney	6 High Steet	Plainville	MA	2762	(800) 865-5157
9501	William	Sweeney	6 High Steet	Plainville	MA	2762	(800) 865-5157
9503	William	Sweeney	6 High Steet	Plainville	MA	2762	(800) 865-5157
1637	Skip	Fryling	9 Ford Place	Scituate	MA	02066-0004	(781) 545-2700
5060	Skip	Fryling	9 Ford Place	Scituate	MA	02066-0004	(781) 545-2700
6683	Skip	Fryling	9 Ford Place	Scituate	MA	02066-0004	(781) 545-2700
7617	Skip	Fryling	9 Ford Place	Scituate	MA	02066-0004	(781) 545-2700
9944	Skip	Fryling	9 Ford Place	Scituate	MA	02066-0004	(781) 545-2700
5304	Jeffrey	Gavioli	38 Mill Street	Springfield	MA	1108	(413) 737-0017
5774	Jeffrey	Gavioli	38 Mill Street	Springfield	MA	1108	(413) 737-0017
4324	Robert	Williams	154 A Pratts Junction Road	Sterling	MA	1564	(978) 343-7300
5734	Robert	Williams	154 A Pratts Junction Road	Sterling	MA	1564	(978) 343-7300
7248	Robert	Williams	154 A Pratts Junction Road	Sterling	MA	1564	(978) 343-7300
9776	Robert	Williams	154 A Pratts Junction Road	Sterling	MA	1564	(978) 343-7300
5253	Chris	Carey	228 Main Street	Stoneham	MA	2180	(781) 246-4557
5694	Chris	Carey	228 Main Street	Stoneham	MA	2180	(781) 246-4557
5730	Chris	Carey	228 Main Street	Stoneham	MA	2180	(781) 246-4557
7662	Chris	Carey	228 Main Street	Stoneham	MA	2180	(781) 246-4557
7663	Chris	Carey	228 Main Street	Stoneham	MA	2180	(781) 246-4557

#	First Name	Last Name	Address	City	State	Zip	Telephone
8551	Chris	Carey	228 Main Street	Stoneham	MA	2180	(781) 246-4557
10150	Chris	Carey	228 Main Street	Stoneham	MA	2180	(781) 246-4557
1647	Rob	Gaudet	6 Jefferson Avenue	Woburn	MA	1801	(781) 932-1171
9282	Rob	Gaudet	6 Jefferson Avenue	Woburn	MA	1801	(781) 932-1171
9283	Rob	Gaudet	6 Jefferson Avenue	Woburn	MA	1801	(781) 932-1171
2021	John	Bostwick	6631 Quad Avenue	Baltimore	MD	21237	(410) 780-1700
6400	Michael	Singer	6710 Moravia Park Drive	Baltimore	MD	21237	(410) 563-2600
6401	Michael	Singer	6710 Moravia Park Drive	Baltimore	MD	21237	(410) 563-2600
7389	Michael	Singer	6710 Moravia Park Drive	Baltimore	MD	21237	(410) 563-2600
7391	Michael	Singer	6710 Moravia Park Drive	Baltimore	MD	21237	(410) 563-2600
7392	Michael	Singer	6710 Moravia Park Drive	Baltimore	MD	21237	(410) 563-2600
7393	Michael	Singer	6710 Moravia Park Drive	Baltimore	MD	21237	(410) 563-2600
8412	Michael	Singer	6710 Moravia Park Drive	Baltimore	MD	21237	(410) 563-2600
8413	Michael	Singer	6710 Moravia Park Drive	Baltimore	MD	21237	(410) 563-2600
9318	Michael	Singer	6710 Moravia Park Drive	Baltimore	MD	21237	(410) 563-2600
10580	Michael	Singer	6710 Moravia Park Drive	Baltimore	MD	21237	(410) 563-2600
10581	Michael	Singer	6710 Moravia Park Drive	Baltimore	MD	21237	(410) 563-2600
8088	John	McCain	9243 Hampton Overlook	Capital Heights	MD	20743	(301) 333-0400
8089	John	McCain	9243 Hampton Overlook	Capital Heights	MD	20743	(301) 333-0400
8090	John	McCain	9243 Hampton Overlook	Capital Heights	MD	20743	(301) 333-0400
8091	John	McCain	9243 Hampton Overlook	Capital Heights	MD	20743	(301) 333-0400
9179	John	McCain	9243 Hampton Overlook	Capital Heights	MD	20743	(301) 333-0400
9180	John	McCain	9243 Hampton Overlook	Capital Heights	MD	20743	(301) 333-0400
9181	John	McCain	9243 Hampton Overlook	Capital Heights	MD	20743	(301) 333-0400
9182	John	McCain	9243 Hampton Overlook	Capital Heights	MD	20743	(301) 333-0400
9183	John	McCain	9243 Hampton Overlook	Capital Heights	MD	20743	(301) 333-0400
9184	John	McCain	9243 Hampton Overlook	Capital Heights	MD	20743	(301) 333-0400
9770	John	McCain	9243 Hampton Overlook	Capital Heights	MD	20743	(301) 333-0400
10222	John	McCain	9243 Hampton Overlook	Capital Heights	MD	20743	(301) 333-0400
2025	Floyd	Bender	14409 ServiceMaster Lane S.E.	Cumberland	MD	21502	(301) 722-8459
5577	Floyd	Bender	14409 ServiceMaster Lane S.E.	Cumberland	MD	21502	(301) 722-8459

#	First Name	Last Name	Address	City	State	Zip	Telephone
10051	Floyd	Bender	14409 ServiceMaster Lane S.E.	Cumberland	MD	21502	(301) 722-8459
10052	Floyd	Bender	14409 ServiceMaster Lane S.E.	Cumberland	MD	21502	(301) 722-8459
10053	Floyd	Bender	14409 ServiceMaster Lane S.E.	Cumberland	MD	21502	(301) 722-8459
10054	Floyd	Bender	14409 ServiceMaster Lane S.E.	Cumberland	MD	21502	(301) 722-8459
5108	Brett	Duckworth	26 Bratton Road	Elkton	MD	21921	(410) 392-4900
9304	Brett	Duckworth	26 Bratton Road	Elkton	MD	21921	(410) 392-4900
10543	Brett	Duckworth	26 Bratton Road	Elkton	MD	21921	(410) 392-4900
10551	Michael	Neumann	3150 Charles St.	Fallston	MD	21047	(410) 836-0382
10552	Michael	Neumann	3150 Charles St.	Fallston	MD	21047	(410) 836-0382
1995	Douglas	Mascari	1539 Tilco Drive	Frederick	MD	21704	(301) 972-9100
4780	Douglas	Mascari	1539 Tilco Drive	Frederick	MD	21704	(301) 972-9100
4781	Douglas	Mascari	1539 Tilco Drive	Frederick	MD	21704	(301) 972-9100
5180	Douglas	Mascari	1539 Tilco Drive	Frederick	MD	21704	(301) 972-9100
8426	Douglas	Mascari	1539 Tilco Drive	Frederick	MD	21704	(301) 972-9100
8427	Douglas	Mascari	1539 Tilco Drive	Frederick	MD	21704	(301) 972-9100
8428	Douglas	Mascari	1539 Tilco Drive	Frederick	MD	21704	(301) 972-9100
9472	Douglas	Mascari	1539 Tilco Drive	Frederick	MD	21704	(301) 972-9100
8545	Brent	Cross	2904 Back Acre Circle	Mount Airy	MD	21771	(301) 829-1700
8546	Brent	Cross	2904 Back Acre Circle	Mount Airy	MD	21771	(301) 829-1700
8547	Brent	Cross	2904 Back Acre Circle	Mount Airy	MD	21771	(301) 829-1700
8548	Brent	Cross	2904 Back Acre Circle	Mount Airy	MD	21771	(301) 829-1700
9727	Brent	Cross	2904 Back Acre Circle	Mount Airy	MD	21771	(301) 829-1700
10642	Paul	Marchese	8822 Belair Rd.	Nottingham	MD	21236	(410) 710-3608
10659	Paul	Marchese	8822 Belair Rd.	Nottingham	MD	21236	(410) 710-3608
8525	Jonathan	Bell	27 KNOLL CREST HEIGHTS DRIVE	Oakland	MD	21550	(301) 387-4864
9529	Jonathan	Bell	27 KNOLL CREST HEIGHTS DRIVE	Oakland	MD	21550	(301) 387-4864
2007	Glenn	Ebbert	2825 Ontario Avenue	Parkville	MD	21234	(410) 882-9050
10667	Glenn	Ebbert	2825 Ontario Avenue	Parkville	MD	21234	(410) 882-9050
2023	Paul	Hooker	1921 Northwood Drive	Salisbury	MD	21801	(302) 628-8700
7578	Paul	Hooker	1921 Northwood Drive	Salisbury	MD	21801	(302) 628-8700
7579	Paul	Hooker	1921 Northwood Drive	Salisbury	MD	21801	(302) 628-8700

#	First Name	Last Name	Address	City	State	Zip	Telephone
7772	Paul	Hooker	1921 Northwood Drive	Salisbury	MD	21801	(302) 628-8700
7916	Paul	Hooker	1921 Northwood Drive	Salisbury	MD	21801	(302) 628-8700
7917	Paul	Hooker	1921 Northwood Drive	Salisbury	MD	21801	(302) 628-8700
9420	Al	Haase	8725 Loch Raven Blvd., Mezzanine	Towson	MD	21286	(410) 862-2205
9421	Al	Haase	8725 Loch Raven Blvd., Mezzanine	Towson	MD	21286	(410) 862-2205
9422	Al	Haase	8725 Loch Raven Blvd., Mezzanine	Towson	MD	21286	(410) 862-2205
8537	Carl	Carlson	29 Brickyard Circle	Auburn	ME	4210	(800) 244-7630
8538	Carl	Carlson	29 Brickyard Circle	Auburn	ME	4210	(800) 244-7630
8539	Carl	Carlson	29 Brickyard Circle	Auburn	ME	4210	(800) 244-7630
8542	Carl	Carlson	29 Brickyard Circle	Auburn	ME	4210	(800) 244-7630
9053	Carl	Carlson	29 Brickyard Circle	Auburn	ME	4210	(800) 244-7630
8543	Carl	Carlson	60 Gray Road	Falmouth	ME	4105	(207) 879-7668
8544	Carl	Carlson	60 Gray Road	Falmouth	ME	4105	(207) 879-7668
8124	John	DeGeorge	14 Wiley Road	Saco	ME	4072	(888) 766-8911
8651	John	DeGeorge	14 Wiley Road	Saco	ME	4072	(888) 766-8911
8688	John	DeGeorge	14 Wiley Road	Saco	ME	4072	(888) 766-8911
3095	David	Paver	PO BOX 21	Ada	MI	49301	(616) 248-0241
3101	David	Paver	PO BOX 21	Ada	MI	49301	(616) 248-0241
10121	Douglas	Welko	937 W. Beecher Street, Suite C	Adrian	MI	49221	(517) 265-8084
10312	Douglas	Welko	937 W. Beecher Street, Suite C	Adrian	MI	49221	(517) 265-8084
10706	David	Paver	2342 Lincoln Rd	Allegan	MI	49010	(616) 396-2434
10707	David	Paver	2342 Lincoln Rd	Allegan	MI	49010	(616) 396-2434
10708	David	Paver	2342 Lincoln Rd	Allegan	MI	49010	(616) 396-2434
5716	Randy	Shupert	128 Grant St	Alpena	MI	49707	(989) 358-2600
8319	Steve	Oliverio	2777 Cook Creek Drive	Ann Arbor	MI	48103	(734) 946-9469
9027	Steve	Oliverio	2777 Cook Creek Drive	Ann Arbor	MI	48103	(734) 946-9469
9943	Steve	Oliverio	2777 Cook Creek Drive	Ann Arbor	MI	48103	(734) 946-9469
4750	Todd	Clark	979 South Old US Highway 23	Brighton	MI	48114	(810) 222-2323
5370	Todd	Clark	979 South Old US Highway 23	Brighton	MI	48114	(810) 222-2323
5883	Todd	Clark	979 South Old US Highway 23	Brighton	MI	48114	(810) 222-2323
5884	Todd	Clark	979 South Old US Highway 23	Brighton	MI	48114	(810) 222-2323

#	First Name	Last Name	Address	City	State	Zip	Telephone
6187	Todd	Clark	979 South Old US Highway 23	Brighton	MI	48114	(810) 222-2323
6188	Todd	Clark	979 South Old US Highway 23	Brighton	MI	48114	(810) 222-2323
6189	Todd	Clark	979 South Old US Highway 23	Brighton	MI	48114	(810) 222-2323
6190	Todd	Clark	979 South Old US Highway 23	Brighton	MI	48114	(810) 222-2323
7956	Todd	Clark	977 S Old US Highway 23	Brighton	MI	48114	(810) 222-2323
7957	Todd	Clark	977 S Old US Highway 23	Brighton	MI	48114	(810) 222-2323
7958	Todd	Clark	977 S Old US Highway 23	Brighton	MI	48114	(810) 222-2323
7959	Todd	Clark	977 S Old US Highway 23	Brighton	MI	48114	(810) 222-2323
7961	Todd	Clark	977 S Old US Highway 23	Brighton	MI	48114	(810) 222-2323
7962	Todd	Clark	977 S Old US Highway 23	Brighton	MI	48114	(810) 222-2323
3092	Thomas	Thompson	611 Sunnyside Drive	Cadillac	MI	49601	(231) 775-0564
9888	Mohamed	El Harake	25150 W. Warren St.	Dearborn Heights	MI	48127	(586) 522-4300
9889	Mohamed	El Harake	25150 W. Warren St.	Dearborn Heights	MI	48127	(586) 522-4300
9890	Mohamed	El Harake	25150 W. Warren St.	Dearborn Heights	MI	48127	(586) 522-4300
9891	Mohamed	El Harake	25150 W. Warren St.	Dearborn Heights	MI	48127	(586) 522-4300
10109	Mohamed	El Harake	25150 W. Warren St.	Dearborn Heights	MI	48127	(586) 522-4300
10110	Mohamed	El Harake	25150 W. Warren St.	Dearborn Heights	MI	48127	(586) 522-4300
10111	Mohamed	El Harake	25150 W. Warren St.	Dearborn Heights	MI	48127	(586) 522-4300
9087	Mark	Deems	24039 Research Drive	Farmington Hills	MI	48335	(248) 987-6430
9088	Mark	Deems	24039 Research Drive	Farmington Hills	MI	48335	(248) 987-6430
9089	Mark	Deems	24039 Research Drive	Farmington Hills	MI	48335	(248) 987-6430
10419	Mark	Deems	24039 Research Drive	Farmington Hills	MI	48335	(248) 987-6430
5615	Krista	Martin	31015 Grand River Ave.	Farmington Hills	MI	48336	(734) 354-5000
5616	Krista	Martin	31015 Grand River Ave.	Farmington Hills	MI	48336	(734) 354-5000
5617	Krista	Martin	31015 Grand River Ave.	Farmington Hills	MI	48336	(734) 354-5000
3110	Ike	Wamer	4110 Commerce Drive	Flushing	MI	48433	(877) 229-6670
7296	Ike	Wamer	4110 Commerce Drive	Flushing	MI	48433	(877) 229-6670
7297	Ike	Wamer	4110 Commerce Drive	Flushing	MI	48433	(877) 229-6670
7298	Ike	Wamer	4110 Commerce Drive	Flushing	MI	48433	(877) 229-6670
7512	Ike	Wamer	4110 Commerce Drive	Flushing	MI	48433	(877) 229-6670
9465	David	Paver	2017 Calvin Ave SE	Grand Rapids	MI	49507	(616) 531-4301

#	First Name	Last Name	Address	City	State	Zip	Telephone
9466	David	Paver	2017 Calvin Ave SE	Grand Rapids	MI	49507	(616) 531-4301
9467	David	Paver	2017 Calvin Ave SE	Grand Rapids	MI	49507	(616) 531-4301
9845	Jared	Huisken	3063 Broadway Ave. SW	Grandville	MI	49418	(616) 930-3889
9846	Jared	Huisken	3063 Broadway Ave. SW	Grandville	MI	49418	(616) 930-3889
10485	Jesce	Howard	4160 Keller Rd.	Holt	MI	48842	(800) 336-5789
10486	Jesce	Howard	4160 Keller Rd.	Holt	MI	48842	(800) 336-5789
10487	Jesce	Howard	4160 Keller Rd.	Holt	MI	48842	(800) 336-5789
10488	Jesce	Howard	4160 Keller Rd.	Holt	MI	48842	(800) 336-5789
10489	Jesce	Howard	4160 Keller Rd.	Holt	MI	48842	(800) 336-5789
10491	Jesce	Howard	4160 Keller Rd.	Holt	MI	48842	(800) 336-5789
10492	Jesce	Howard	4160 Keller Rd.	Holt	MI	48842	(800) 336-5789
10493	Jesce	Howard	4160 Keller Rd.	Holt	MI	48842	(800) 336-5789
3088	Tom	Little	3344 Ravine Road	Kalamazoo	MI	49006-1423	(269) 344-3600
4846	Tom	Little	3344 Ravine Road	Kalamazoo	MI	49006-1423	(269) 344-3600
8941	Tom	Little	3344 Ravine Road	Kalamazoo	MI	49006-1423	(269) 344-3600
10460	Tom	Little	3344 Ravine Road	Kalamazoo	MI	49006-1423	(269) 344-3600
10267	Mary	Fernimos	35525 Schoolcraft	Livonia	MI	48150	(888) 247-6447
6624	Timothy	Wise	1412 E. 11 Mile Road	Madison Heights	MI	48071	(248) 284-1200
7705	Timothy	Wise	1412 E. 11 Mile Road	Madison Heights	MI	48071	(248) 284-1200
7706	Timothy	Wise	1412 E. 11 Mile Road	Madison Heights	MI	48071	(248) 284-1200
7707	Timothy	Wise	1412 E. 11 Mile Road	Madison Heights	MI	48071	(248) 284-1200
7708	Timothy	Wise	1412 E. 11 Mile Road	Madison Heights	MI	48071	(248) 284-1200
9261	Timothy	Wise	1412 E. 11 Mile Road	Madison Heights	MI	48071	(248) 284-1200
9074	Dennis	Fuson	7618 Commerce Court Unit A	Midland	MI	48642	(989) 423-1311
9510	Dennis	Fuson	7618 Commerce Court Unit A	Midland	MI	48642	(989) 423-1311
9772	Dennis	Fuson	7618 Commerce Court Unit A	Midland	MI	48642	(989) 423-1311
10772	Dennis	Fuson	7618 Commerce Court Unit A	Midland	MI	48642	(989) 423-1311
10773	Dennis	Fuson	7618 Commerce Court Unit A	Midland	MI	48642	(989) 423-1311
10774	Dennis	Fuson	7618 Commerce Court Unit A	Midland	MI	48642	(989) 423-1311
3139	Mark	Kulbaba	21186 Bridge Street	Southfield	MI	48033	(248) 353-0111
10859	Jared	Huisken	536 Oak Street	Spring Lake	MI	49456	(616) 842-3131

#	First Name	Last Name	Address	City	State	Zip	Telephone
10860	Jared	Huisken	536 Oak Street	Spring Lake	MI	49456	(616) 842-3131
4424	Jeffrey	Turner	9415 Northland Drive	Stanwood	MI	49346	(800) 719-6822
5192	Jeffrey	Turner	9415 Northland Drive	Stanwood	MI	49346	(800) 719-6822
10783	Matthew	Parker	5783 James Dr.	Stevensville	MI	49127	(269) 428-9335
10785	Matthew	Parker	5783 James Dr.	Stevensville	MI	49127	(269) 428-9335
8487	Michael	OHare	2819 Cass Rd.	Traverse City	MI	49684	(231) 929-9191
7103	Todd	Clark	318 John R. Road	Troy	MI	48083-4524	(810) 222-2323
5340	Todd	Clark	1139 146th Avenue	Wayland	MI	49348	(616) 877-0760
4044	Dennis	Strong	203 Lake Street	Alexandria	MN	56308	(320) 763-5551
9535	Austin	Rice Jr.	2103 14th St NE Ste B	Austin	MN	55912	(507) 437-7900
9607	Austin	Rice Jr.	2103 14th St NE Ste B	Austin	MN	55912	(507) 437-7900
4040	Ken	Retka	7611 College Road South	Baxter	MN	56425	(218) 829-4076
5576	Ken	Retka	7611 College Road South	Baxter	MN	56425	(218) 829-4076
10379	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
10380	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
10381	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
10382	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
10383	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
10385	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
10386	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
10387	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
10388	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
10389	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
10390	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
10393	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
10394	Kim	Brooks	3205 Mike Collins Dr.	Eagan	MN	55121	(651) 483-3636
1282	Debbie	Parks	101 Station 44	Eveleth	MN	55734	(218) 744-1478
9533	Austin	Rice Jr.	1320 E Winnebago Avenue	Fairmont	MN	56031	(507) 238-1565
9534	Austin	Rice Jr.	1320 E Winnebago Avenue	Fairmont	MN	56031	(507) 238-1565
9991	Derek	Moline	2010 MN-210	Fergus Falls	MN	56537	(701) 642-5647
9992	Derek	Moline	2010 MN-210	Fergus Falls	MN	56537	(701) 642-5647

#	First Name	Last Name	Address	City	State	Zip	Telephone
9117	Jeff	Peterson	1100 Pokegama Avenue S	Grand Rapids	MN	55744	(218) 326-3948
9585	Todd	Coulombe	611 11th Street	International Falls	MN	56649	(218) 283-4775
4052	Ken	Retka	1005 Lindbergh Drive North	Little Falls	MN	56345	(320) 632-3117
10369	Kim	Brooks	9702 85th Ave N.	Maple Grove	MN	55369	(763) 424-4100
10370	Kim	Brooks	9702 85th Ave N.	Maple Grove	MN	55369	(763) 424-4100
10371	Kim	Brooks	9702 85th Ave N.	Maple Grove	MN	55369	(763) 424-4100
10372	Kim	Brooks	9702 85th Ave N.	Maple Grove	MN	55369	(763) 424-4100
10373	Kim	Brooks	9702 85th Ave N.	Maple Grove	MN	55369	(763) 424-4100
10374	Kim	Brooks	9702 85th Ave N.	Maple Grove	MN	55369	(763) 424-4100
10375	Kim	Brooks	9702 85th Ave N.	Maple Grove	MN	55369	(763) 424-4100
10376	Kim	Brooks	9702 85th Ave N.	Maple Grove	MN	55369	(763) 424-4100
10377	Kim	Brooks	9702 85th Ave N.	Maple Grove	MN	55369	(763) 424-4100
10378	Kim	Brooks	9702 85th Ave N.	Maple Grove	MN	55369	(763) 424-4100
10395	Kim	Brooks	9702 85th Ave N.	Maple Grove	MN	55369	(763) 424-4100
5969	Kelly	Adam	1702 27th Street South	Moorhead	MN	56560	(218) 233-0641
7789	Kelly	Adam	1702 27th Street South	Moorhead	MN	56560	(218) 233-0641
5319	Dick	Schroeder	622 North Franklin Street	New Ulm	MN	56073	(507) 354-4233
8866	Dan	Andert	2472 7th Avenue East	North St. Paul	MN	55109	(651) 644-3531
7660	Beth	Ayotte	450 Armstrong Road	Northfield	MN	55057	(507) 366-7149
7661	Beth	Ayotte	450 Armstrong Road	Northfield	MN	55057	(507) 366-7149
8655	Beth	Ayotte	450 Armstrong Road	Northfield	MN	55057	(507) 366-7149
10674	Beth	Ayotte	450 Armstrong Road	Northfield	MN	55057	(507) 366-7149
10676	Beth	Ayotte	450 Armstrong Road	Northfield	MN	55057	(507) 366-7149
10678	Beth	Ayotte	450 Armstrong Road	Northfield	MN	55057	(507) 366-7149
9539	Mike	Engberg	821 Tile Drive	Red Wing	MN	55066	(651) 388-4444
7767	Steve	Gibart	PO Box 395	Red Wing	MN	55066	(651) 388-2032
5584	Amy	Mesenburg	4521 Hwy 14 W	Rochester	MN	55901	(507) 282-5747
6126	Amy	Mesenburg	4521 Hwy 14 W	Rochester	MN	55901	(507) 282-5747
1414	David	Rusciano	7320 Oxford Street	St Louis Park	MN	55426	(612) 871-3885
1435	David	Rusciano	7320 Oxford Street	St Louis Park	MN	55426	(612) 871-3885
1436	David	Rusciano	7320 Oxford Street	St Louis Park	MN	55426	(612) 871-3885

#	First Name	Last Name	Address	City	State	Zip	Telephone
4537	David	Rusciano	7320 Oxford Street	St Louis Park	MN	55426	(612) 871-3885
5099	David	Rusciano	7320 Oxford Street	St Louis Park	MN	55426	(612) 871-3885
5416	David	Rusciano	7320 Oxford Street	St Louis Park	MN	55426	(612) 871-3885
6543	David	Rusciano	7320 Oxford Street	St Louis Park	MN	55426	(612) 871-3885
7736	David	Rusciano	7320 Oxford Street	St Louis Park	MN	55426	(612) 871-3885
7737	David	Rusciano	7320 Oxford Street	St Louis Park	MN	55426	(612) 871-3885
7741	David	Rusciano	7320 Oxford Street	St Louis Park	MN	55426	(612) 871-3885
10233	David	Rusciano	7320 Oxford Street	St Louis Park	MN	55426	(612) 871-3885
10234	David	Rusciano	7320 Oxford Street	St Louis Park	MN	55426	(612) 871-3885
5490	Neal	Myrdal	1303 7th Ave.	Two Harbors	MN	55616	(218) 834-6513
7302	Ken	Retka	1204 Jefferson Street North	Wadena	MN	56482	(218) 631-1094
4056	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
5183	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
5992	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
5993	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
6101	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
6326	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
6327	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
6828	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
7998	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
8616	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
8617	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
10700	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
10702	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
10896	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
10985	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
10986	Jon	Kopka	525 Progress Road	Waite Park	MN	56387	(320) 252-4622
8326	Don	Campbell	731 North Scott	Belton	MO	64012	(816) 331-6456
10747	Kim	Brooks	634 W. Walnut Street	Blue Springs	MO	64014	(352) 554-4741
6335	Adam	Kinser	10620 N. Highway V V	Columbia	MO	65202	(573) 443-8383
6336	Adam	Kinser	10620 N. Highway V V	Columbia	MO	65202	(573) 443-8383

#	First Name	Last Name	Address	City	State	Zip	Telephone
6971	Adam	Kinser	10620 N. Highway V V	Columbia	MO	65202	(573) 443-8383
9036	Joy	Dinkins	9130 Old State Route 21	Hillsboro	MO	63050	(636) 797-8588
9582	Joy	Dinkins	9130 Old State Route 21	Hillsboro	MO	63050	(636) 797-8588
9583	Joy	Dinkins	9130 Old State Route 21	Hillsboro	MO	63050	(636) 797-8588
9584	Joy	Dinkins	9130 Old State Route 21	Hillsboro	MO	63050	(636) 797-8588
9654	Joy	Dinkins	9130 Old State Route 21	Hillsboro	MO	63050	(636) 797-8588
9513	Lisa	Turner	1221 Creek Trail Drive	Jefferson City	MO	65109	(573) 634-3651
9514	Lisa	Turner	1221 Creek Trail Drive	Jefferson City	MO	65109	(573) 634-3651
8197	Patrick	Foglesong	1220 N. Baltimore	Kirksville	MO	63501	(660) 665-3889
8198	Patrick	Foglesong	1220 N. Baltimore	Kirksville	MO	63501	(660) 665-3889
7496	Jon	Long	74 Millwell Court	Maryland Heights	MO	63043	(314) 739-4741
7498	Jon	Long	74 Millwell Court	Maryland Heights	MO	63043	(314) 739-4741
7499	Jon	Long	74 Millwell Court	Maryland Heights	MO	63043	(314) 739-4741
7500	Jon	Long	74 Millwell Court	Maryland Heights	MO	63043	(314) 739-4741
8641	Jon	Long	74 Millwell Court	Maryland Heights	MO	63043	(314) 739-4741
8642	Jon	Long	74 Millwell Court	Maryland Heights	MO	63043	(314) 739-4741
8643	Jon	Long	74 Millwell Court	Maryland Heights	MO	63043	(314) 739-4741
8644	Jon	Long	74 Millwell Court	Maryland Heights	MO	63043	(314) 739-4741
8645	Jon	Long	74 Millwell Court	Maryland Heights	MO	63043	(314) 739-4741
9348	Joy	Dinkins	208 Reuter Street	Park Hills	MO	63601	(573) 664-1200
6286	Kim	Brooks	2800 NW Platte Road	Riverside	MO	64150	(800) 954-9444
6967	Kim	Brooks	2800 NW Platte Road	Riverside	MO	64150	(800) 954-9444
1746	Joshua	Kijanko	137 Compass Point Drive	Saint Charles	MO	63301	(636) 926-2040
5091	Joshua	Kijanko	137 Compass Point Drive	Saint Charles	MO	63301	(636) 926-2040
5092	Joshua	Kijanko	137 Compass Point Drive	Saint Charles	MO	63301	(636) 926-2040
5093	Joshua	Kijanko	137 Compass Point Drive	Saint Charles	MO	63301	(636) 926-2040
7890	Joshua	Kijanko	137 Compass Point Drive	Saint Charles	MO	63301	(636) 926-2040
8737	Joshua	Kijanko	137 Compass Point Drive	Saint Charles	MO	63301	(636) 926-2040
8738	Joshua	Kijanko	137 Compass Point Drive	Saint Charles	MO	63301	(636) 926-2040
8739	Joshua	Kijanko	137 Compass Point Drive	Saint Charles	MO	63301	(636) 926-2040
4104	Virgil	Jones	330 State Highway H	Sikeston	MO	63801	(573) 472-0441

#	First Name	Last Name	Address	City	State	Zip	Telephone
4108	Virgil	Jones	330 State Highway H	Sikeston	MO	63801	(573) 472-0441
4111	Virgil	Jones	330 State Highway H	Sikeston	MO	63801	(573) 472-0441
7264	Virgil	Jones	330 State Highway H	Sikeston	MO	63801	(573) 472-0441
7265	Virgil	Jones	330 State Highway H	Sikeston	MO	63801	(573) 472-0441
7266	Virgil	Jones	330 State Highway H	Sikeston	MO	63801	(573) 472-0441
7267	Virgil	Jones	330 State Highway H	Sikeston	MO	63801	(573) 472-0441
6127	Robert	Dominiak	15603 Tipton Road	Smithville	MO	64089	(816) 436-6040
4974	Kim	Brooks	6537 W. Independence Drive	Springfield	MO	65802	(800) 954-9444
7689	Kim	Brooks	6537 W. Independence Drive	Springfield	MO	65802	(800) 954-9444
7690	Kim	Brooks	6537 W. Independence Drive	Springfield	MO	65802	(800) 954-9444
7691	Kim	Brooks	6537 W. Independence Drive	Springfield	MO	65802	(800) 954-9444
7860	Kim	Brooks	6537 W. Independence Drive	Springfield	MO	65802	(800) 954-9444
7861	Kim	Brooks	6537 W. Independence Drive	Springfield	MO	65802	(800) 954-9444
6073	Silas	Coone	2221 W. Battlefield Road	Springfield	MO	65807	(417) 818-1020
8698	Juliet	Cobb	706 Porter Wagoner Boulevard	West Plains	MO	65775	(417) 256-8773
10090	Juliet	Cobb	706 Porter Wagoner Boulevard	West Plains	MO	65775	(417) 256-8773
4552	Charles	Wallace	1338 Hwy 51 N	Brookhaven	MS	39601	(601) 823-9124
5559	Charles	Wallace	1338 Hwy 51 N	Brookhaven	MS	39601	(601) 823-9124
9399	Charles	Wallace	1338 Hwy 51 N	Brookhaven	MS	39601	(601) 823-9124
9754	Charles	Wallace	1338 Hwy 51 N	Brookhaven	MS	39601	(601) 823-9124
10042	Charles	Wallace	1338 Hwy 51 N	Brookhaven	MS	39601	(601) 823-9124
10160	Charles	Wallace	1338 Hwy 51 N	Brookhaven	MS	39601	(601) 823-9124
8602	Steve	Warner	119 Cypress Cove	Flowood	MS	39232	(601) 933-8415
10819	Steve	Warner	3100 15th Street	Gulfport	MS	39501	(228) 213-0230
10820	Steve	Warner	3100 15th Street	Gulfport	MS	39501	(228) 213-0230
10821	Steve	Warner	3100 15th Street	Gulfport	MS	39501	(228) 213-0230
6570	Gary	Kiesel	100 E. Valley Street	Hernando	MS	38632	(901) 363-1331
6849	Gary	Kiesel	100 E. Valley Street	Hernando	MS	38632	(901) 363-1331
4955	Darrin	Renz	2320 Sandy Lane	Laurel	MS	39443	(601) 649-1131
6969	Darrin	Renz	2320 Sandy Lane	Laurel	MS	39443	(601) 649-1131
9487	Darrin	Renz	2320 Sandy Lane	Laurel	MS	39443	(601) 649-1131

#	First Name	Last Name	Address	City	State	Zip	Telephone
6605	Charles	Bath	18400 Old Port Gibson Road	Raymond	MS	39154	(601) 857-5780
9552	Steve	Warner	1430 Louisville Street	Starkville	MS	39759	(601) 826-5926
9652	Jason	Webb	1230 Dac Cv.	Terry	MS	39170	(601) 320-8925
8741	Chris	Scribner	1060 South Eason Blvd.	Tupelo	MS	38804	(662) 841-7773
10260	Chris	Scribner	1060 South Eason Blvd.	Tupelo	MS	38804	(662) 841-7773
2400	Jerome	Mutter	2223 Grove Street	Vicksburg	MS	39183	(601) 636-5630
10118	Debra Sue	Motley	170 Andrea, Unit #18	Belgrade	MT	59714	(406) 534-4700
4759	Dellas	Dutton	319 Tam Oshanter Road	Billings	MT	59105	(406) 248-6555
9581	Debra Sue	Motley	720 Black Hawk Street	Billings	MT	59106	(406) 752-4511
9936	Brett	Berryman	2400 River Drive North	Great Falls	MT	59401	(406) 761-0032
9939	Brett	Berryman	2400 River Drive North	Great Falls	MT	59401	(406) 761-0032
9940	Brett	Berryman	2400 River Drive North	Great Falls	MT	59401	(406) 761-0032
9941	Brett	Berryman	2400 River Drive North	Great Falls	MT	59401	(406) 761-0032
6025	Debra Sue	Motley	2150 Highway 35	Kalispell	MT	59901	(406) 752-4511
7338	Debra Sue	Motley	2935 Stock Yard Road	Missoula	MT	59801	(406) 752-4511
9051	Greg	Wood	121 E Main Street	Benson	NC	27504	(919) 701-1444
5076	Alan	Toney	582 Mount Lebanon Church Road	Bostic	NC	28018	(828) 288-5600
5555	Stephen	Bowman	1150 Sand Hill Road	Candler	NC	28715	(828) 252-5330
8597	Stephen	Bowman	1150 Sand Hill Road	Candler	NC	28715	(828) 252-5330
6275	Kim	Brooks	3909 Miriam Drive	Charlotte	NC	28205	(704) 527-1151
6276	Kim	Brooks	3909 Miriam Drive	Charlotte	NC	28205	(704) 527-1151
7171	Kim	Brooks	3909 Miriam Drive	Charlotte	NC	28205	(704) 527-1151
7183	Kim	Brooks	3909 Miriam Drive	Charlotte	NC	28205	(704) 527-1151
6116	Jon	Devine	6008 Old Pineville Road	Charlotte	NC	28217	(803) 325-8400
6117	Jon	Devine	6008 Old Pineville Road	Charlotte	NC	28217	(803) 325-8400
7845	Jon	Devine	6008 Old Pineville Road	Charlotte	NC	28217	(803) 325-8400
5402	James	Strack	6008 Old Pinesville Rd. Suite C	Charlotte	NC	28217	(704) 525-1242
7140	Gregory	Luce	809 Ramseur Street	Durham	NC	27701	(919) 309-2525
7141	Gregory	Luce	809 Ramseur Street	Durham	NC	27701	(919) 309-2525
7979	Gregory	Luce	809 Ramseur Street	Durham	NC	27701	(919) 309-2525
7980	Gregory	Luce	809 Ramseur Street	Durham	NC	27701	(919) 309-2525

#	First Name	Last Name	Address	City	State	Zip	Telephone
9929	Danny	Teachey	1445 Old Highway 17 South	Elizabeth City	NC	27909	(252) 331-1331
9930	Danny	Teachey	1445 Old Highway 17 South	Elizabeth City	NC	27909	(252) 331-1331
6239	Jay	Dewart	188 Continuum Drive	Fletcher	NC	28732	(828) 654-1650
7563	Jay	Dewart	188 Continuum Drive	Fletcher	NC	28732	(828) 654-1650
10827	Vinse	Bowers	381 Cleveland Crossing Dr., Suite 105	Garner	NC	27529	(919) 951-0281
10828	Vinse	Bowers	381 Cleveland Crossing Dr., Suite 105	Garner	NC	27529	(919) 951-0281
1869	Ken	Henry	101 North Webb Street	Gastonia	NC	28052	(704) 853-0996
4681	Ken	Henry	101 North Webb Street	Gastonia	NC	28052	(704) 853-0996
9458	Phillip	Hawkins	1407 Caldwell Street	Greensboro	NC	27406	(336) 379-5005
7793	James	Bond	387 Sloop Point Loop Road	Hampstead	NC	28443	(910) 202-4274
8351	James	Bond	387 Sloop Point Loop Road	Hampstead	NC	28443	(910) 202-4274
8430	Greg	Jarman	127 N. Queen Street	Kinston	NC	28501	(252) 939-1259
10352	Rudolph	Morton	1729 Fort Hills Lane	Knightdale	NC	27545	(919) 231-6800
10421	Martin	Smith	2003 North Pine Street, Suite 2	Lumberton	NC	28358	(866) 898-8080
10007	Gloria	McCoy	122 Backstretch Lane	Mooresville	NC	28117	(980) 240-7381
10843	Gloria	McCoy	122 Backstretch Lane	Mooresville	NC	28117	(980) 240-7381
9468	Kim	Crank	103 Pan Ridge Court	Point Harbor	NC	27964	(252) 491-2244
7003	Todd	Clark	8820 Gulf Court	Raleigh	NC	27617	(877) 744-0325
7004	Todd	Clark	8820 Gulf Court	Raleigh	NC	27617	(877) 744-0325
8193	Todd	Clark	8820 Gulf Court	Raleigh	NC	27617	(877) 744-0325
8226	Giselle	McBride	112 Ascot St.	Shelby	NC	28152	(704) 313-7352
8516	Giselle	McBride	112 Ascot St.	Shelby	NC	28152	(704) 313-7352
9270	Giselle	McBride	112 Ascot St.	Shelby	NC	28152	(704) 313-7352
6860	McDaniel	Robinson	1045 Oak Avenue	Spruce Pine	NC	28777	(828) 765-4034
6861	McDaniel	Robinson	1045 Oak Avenue	Spruce Pine	NC	28777	(828) 765-4034
6862	McDaniel	Robinson	1045 Oak Avenue	Spruce Pine	NC	28777	(828) 765-4034
2859	Jenny	Hooper	5069 Hwy 441 South	Sylva	NC	28779	(828) 586-5483
4736	Evan	Evans	5050 Ball Park Road	Thomasville	NC	27360	(336) 476-6080
8531	Evan	Evans	5050 Ball Park Road	Thomasville	NC	27360	(336) 476-6080
8532	Evan	Evans	5050 Ball Park Road	Thomasville	NC	27360	(336) 476-6080
8577	Evan	Evans	5050 Ball Park Road	Thomasville	NC	27360	(336) 476-6080

#	First Name	Last Name	Address	City	State	Zip	Telephone
3219	Rex	Lail	5183 Millstone Drive	Valdese	NC	28690	(828) 874-4155
7756	Rusty	Turner	2803 Dellwood Road	Waynesville	NC	28786	(828) 926-0887
10760	Amanda	Holtz	23 South 16th Street	Wilmington	NC	28401	(910) 772-3100
5563	Scott	Hawley	424 3rd Street South	Devils Lake	ND	58301	(701) 662-3456
7040	Darryl	Berntson	116 7th Avenue Southeast	Jamestown	ND	58401	(701) 252-5504
8230	Jon	Kopka	1820 40th Avenue SE	Mandan	ND	58554	(800) 245-4622
8231	Jon	Kopka	1820 40th Avenue SE	Mandan	ND	58554	(800) 245-4622
4529	LaRinda	Weigel	2500 20th Avenue SE	Minot	ND	58701-1911	(701) 839-2239
4034	Don	Nelson	211 2nd Street NE	Valley City	ND	58072	(701) 845-4959
8697	Derek	Moline	2210 Shiloh Street, Unit C	West Fargo	ND	58078	(701) 478-9968
9043	Derek	Moline	2210 Shiloh Street, Unit C	West Fargo	ND	58078	(701) 478-9968
10524	Jeff	Kuntz	1116 Grenoble Drive	Bellevue	NE	68123	(402) 293-1625
10525	Jeff	Kuntz	1116 Grenoble Drive	Bellevue	NE	68123	(402) 293-1625
10526	Jeff	Kuntz	1116 Grenoble Drive	Bellevue	NE	68123	(402) 293-1625
9797	Casey	Bailey	2565 16th Avenue	Columbus	NE	68601	(402) 563-1722
10041	Casey	Bailey	2565 16th Avenue	Columbus	NE	68601	(402) 563-1722
10771	Casey	Bailey	2565 16th Avenue	Columbus	NE	68601	(402) 563-1722
9085	Jeremy	Claus	658 N H St.	Fremont	NE	68025	(402) 932-5477
8204	Jeff	Kuntz	3130 S. 6th Street	Lincoln	NE	68502	(402) 434-2197
9233	Jeff	Kuntz	3130 S. 6th Street	Lincoln	NE	68502	(402) 434-2197
9237	Jeff	Kuntz	3130 S. 6th Street	Lincoln	NE	68502	(402) 434-2197
2945	Don	Borgmann	1118 Riverside Boulevard	Norfolk	NE	68701	(402) 379-0357
2954	Elizabeth	Bennett	218 North Buffalo Bill Avenue	North Platte	NE	69101	(308) 534-4378
8336	Jorge	Artola	8402 Maple Street	Omaha	NE	68134	(402) 331-8256
8023	Jeremy	Claus	13510 Giles Road	Omaha	NE	68138	(402) 932-5477
8267	Jeremy	Claus	13510 Giles Road	Omaha	NE	68138	(402) 932-5477
6593	Frank	Schmader	5350 F Street	Omaha	NE	68117	(402) 339-9911
9685	Frank	Schmader	5350 F Street	Omaha	NE	68117	(402) 339-9911
2706	Gene	Manley	1905 A Street	South Sioux City	NE	68776	(402) 494-3188
2725	Gene	Manley	1905 A Street	South Sioux City	NE	68776	(402) 494-3188
8110	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362

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8111	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362
8113	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362
8115	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362
8116	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362
8118	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362
8119	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362
8121	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362
8122	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362
8123	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362
8125	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362
8127	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362
8129	John	DeGeorge	12 Continental Boulevard	Merrimack	NH	3054	(202) 494-2362
3259	Joshua	Snell	#41 Hemlock Lane	North Conway	NH	3860	(800) 734-5031
7999	Chris	Carey	63 Airport Drive, Unit 9	Rochester	NH	3867	(603) 335-4450
10574	John	Suender Sr.	5 Rockhill Rd. Suite 1	Cherry Hill	NJ	8003	(856) 751-1577
10575	John	Suender Sr.	5 Rockhill Rd. Suite 1	Cherry Hill	NJ	8003	(856) 751-1577
10576	John	Suender Sr.	5 Rockhill Rd. Suite 1	Cherry Hill	NJ	8003	(856) 751-1577
8783	Patrick	Merritt	28 South Avenue W	Cranford	NJ	7016	(908) 276-4650
8784	Patrick	Merritt	28 South Avenue W	Cranford	NJ	7016	(908) 276-4650
9569	Patrick	Merritt	28 South Avenue W	Cranford	NJ	7016	(908) 276-4650
6957	Atef	Najjar	20 Jill Court	Edison	NJ	8817	(732) 985-5599
6958	Atef	Najjar	20 Jill Court	Edison	NJ	8817	(732) 985-5599
8104	Atef	Najjar	20 Jill Court	Edison	NJ	8817	(732) 985-5599
8105	Atef	Najjar	20 Jill Court	Edison	NJ	8817	(732) 985-5599
5817	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
6503	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
6504	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
6703	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
6704	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
6812	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
6813	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711

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6913	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
6914	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
6918	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
6924	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
6997	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
6998	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
7304	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
7305	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
8056	Mohammad	Qabartai	24 John Street	Haledon	NJ	7508	(973) 942-7711
9678	John	Paiva	11 Frank E. Rodgers Boulevard N	Harrison	NJ	7029	(862) 231-6226
9679	John	Paiva	11 Frank E. Rodgers Boulevard N	Harrison	NJ	7029	(862) 231-6226
10832	John	Ao	112 Nostrand Rd.	Hillsborough	NJ	8844	(856) 692-4269
10833	John	Ao	112 Nostrand Rd.	Hillsborough	NJ	8844	(856) 692-4269
10834	John	Ao	112 Nostrand Rd.	Hillsborough	NJ	8844	(856) 692-4269
10835	John	Ao	112 Nostrand Rd.	Hillsborough	NJ	8844	(856) 692-4269
6089	Ron	Steele	718 Fairfield Ave.	Kenilworth	NJ	7033	(908) 233-9090
6090	Ron	Steele	718 Fairfield Ave.	Kenilworth	NJ	7033	(908) 233-9090
6994	Ron	Steele	718 Fairfield Ave.	Kenilworth	NJ	7033	(908) 233-9090
6995	Ron	Steele	718 Fairfield Ave.	Kenilworth	NJ	7033	(908) 233-9090
4682	Alex	Kaminsky	496 Farnham Ave.	Lodi	NJ	7644	(973) 478-7766
6829	Alex	Kaminsky	496 Farnham Ave.	Lodi	NJ	7644	(973) 478-7766
2070	Rich	Gardella	2375 Rt 34 South	Manasquan	NJ	8736	(732) 292-4550
2076	Rich	Gardella	2375 Rt 34 South	Manasquan	NJ	8736	(732) 292-4550
2081	Rich	Gardella	2375 Rt 34 South	Manasquan	NJ	8736	(732) 292-4550
7206	Rich	Gardella	2375 Rt 34 South	Manasquan	NJ	8736	(732) 292-4550
8456	Rich	Gardella	2375 Rt 34 South	Manasquan	NJ	8736	(732) 292-4550
8458	Rich	Gardella	2375 Rt 34 South	Manasquan	NJ	8736	(732) 292-4550
8459	Rich	Gardella	2375 Rt 34 South	Manasquan	NJ	8736	(732) 292-4550
10120	Rich	Gardella	2375 Rt 34 South	Manasquan	NJ	8736	(732) 292-4550
9202	Rachel	Dimitro	3535 Route 66	Neptune	NJ	7753	(732) 842-6917
9204	Rachel	Dimitro	3535 Route 66	Neptune	NJ	7753	(732) 842-6917

#	First Name	Last Name	Address	City	State	Zip	Telephone
9745	Rachel	Dimitro	3535 Route 66	Neptune	NJ	7753	(732) 842-6917
10119	Rachel	Dimitro	3535 Route 66	Neptune	NJ	7753	(732) 842-6917
10818	Rachel	Dimitro	3535 Route 66	Neptune	NJ	7753	(732) 842-6917
6271	Kamal	Elnajjar	174 Nassau St.	Princeton	NJ	8540	(732) 951-9960
7131	Kamal	Elnajjar	174 Nassau St.	Princeton	NJ	8540	(732) 951-9960
7374	Kamal	Elnajjar	174 Nassau St.	Princeton	NJ	8540	(732) 951-9960
8993	Kamal	Elnajjar	174 Nassau St.	Princeton	NJ	8540	(732) 951-9960
8994	Kamal	Elnajjar	174 Nassau St.	Princeton	NJ	8540	(732) 951-9960
9406	Kamal	Elnajjar	174 Nassau St.	Princeton	NJ	8540	(732) 951-9960
9517	Kamal	Elnajjar	174 Nassau St.	Princeton	NJ	8540	(732) 951-9960
9518	Kamal	Elnajjar	174 Nassau St.	Princeton	NJ	8540	(732) 951-9960
10162	Yazan	Burtamekh	268 N 11th Street	Prospect Park	NJ	7508	(973) 779-0366
2437	Samuel	Vandergoot	18 Larsen Drive	Succasunna	NJ	7876	(973) 584-8239
2440	Albert	Bosma	188 Route 628	Wantage	NJ	7461	(973) 875-6700
10500	Ahmad	Alkiswani	576 Valley Road, Suite 299	Wayne	NJ	7470	(973) 317-4549
10468	Bruce	Wishnia	105 W Dewey Avenue, Building B/Unit 13	Wharton	NJ	7885	(973) 658-7777
10469	Bruce	Wishnia	105 W Dewey Avenue, Building B/Unit 13	Wharton	NJ	7885	(973) 658-7777
10840	Bruce	Wishnia	105 W Dewey Avenue, Building B/Unit 13	Wharton	NJ	7885	(973) 658-7777
8008	Todd	Russell	850 S. Hill Road	Bernalillo	NM	87004	(505) 880-1233
8009	Todd	Russell	850 S. Hill Road	Bernalillo	NM	87004	(505) 880-1233
10665	Chad	Lunde	2600 Bloomfield Highway	Farmington	NM	87499	(505) 436-5513
9460	James	Mendoza	1580 Center Drive	Santa Fe	NM	87507	(505) 428-0084
10401	James	Mendoza	1580 Center Drive	Santa Fe	NM	87507	(505) 428-0084
9241	Sergio	Nunez	7537 Old Airport Road Suite A	Santa Fe	NM	87507	(505) 424-9569
10081	Sergio	Nunez	7537 Old Airport Road Suite A	Santa Fe	NM	87507	(505) 424-9569
10400	Sergio	Nunez	7537 Old Airport Road Suite A	Santa Fe	NM	87507	(505) 424-9569
10092	Sergio	Nunez	726 Paseo Del Pueblo Sur Ste. E	Taos	NM	87571	(505) 424-9569
9673	Mark	Bower	7380 Eastgate Road	Henderson	NV	89011	(800) 376-6678
9677	Mark	Bower	7380 Eastgate Road	Henderson	NV	89011	(800) 376-6678

#	First Name	Last Name	Address	City	State	Zip	Telephone
10814	Mark	Bower	7380 Eastgate Road	Henderson	NV	89011	(800) 376-6678
10645	Phillip	Borcsa	4280 W Reno Avenue, Unit C	Las Vegas	NV	89118	(702) 567-5657
10692	Phillip	Borcsa	4280 W Reno Avenue, Unit C	Las Vegas	NV	89118	(702) 567-5657
3810	Timothy	Rebel	4560 S. Arville St. #C3	Las Vegas	NV	89103	(702) 242-6365
3817	James	Taylor	4948 E. Tropicana Avenue	Las Vegas	NV	89121	(702) 436-4421
7490	Curt	Bracken	355 W. Mesquite Boulevard	Mesquite	NV	89027	(702) 346-5330
7491	Curt	Bracken	355 W. Mesquite Boulevard	Mesquite	NV	89027	(702) 346-5330
10714	John	Sappingfield	840 Bergin Way	Sparks	NV	89431	(800) 480-8439
10734	John	Sappingfield	840 Bergin Way	Sparks	NV	89431	(800) 480-8439
10735	John	Sappingfield	840 Bergin Way	Sparks	NV	89431	(800) 480-8439
8595	Brian	Starkey	382 Route 59	Airmont	NY	10952	(845) 517-5644
8596	Brian	Starkey	382 Route 59	Airmont	NY	10952	(845) 517-5644
8888	Brian	Starkey	382 Route 59	Airmont	NY	10952	(845) 517-5644
8889	Brian	Starkey	382 Route 59	Airmont	NY	10952	(845) 517-5644
10292	Brian	Starkey	382 Route 59	Airmont	NY	10952	(845) 517-5644
10462	Brian	Starkey	382 Route 59	Airmont	NY	10952	(845) 517-5644
6100	Ed	Prevost	4879 State Hwy 30	Amsterdam	NY	12010	(518) 456-5655
7530	Ed	Prevost	4879 State Hwy 30	Amsterdam	NY	12010	(518) 456-5655
7672	Ed	Prevost	4879 State Hwy 30	Amsterdam	NY	12010	(518) 456-5655
10174	Ed	Prevost	4879 State Hwy 30	Amsterdam	NY	12010	(518) 456-5655
8917	Robert	Franza	217 Knickerbocker Avenue	Bohemia	NY	11716	(631) 307-9330
8918	Robert	Franza	217 Knickerbocker Avenue	Bohemia	NY	11716	(631) 307-9330
8919	Robert	Franza	217 Knickerbocker Avenue	Bohemia	NY	11716	(631) 307-9330
9413	Robert	Franza	217 Knickerbocker Avenue	Bohemia	NY	11716	(631) 307-9330
9441	Robert	Franza	217 Knickerbocker Avenue	Bohemia	NY	11716	(631) 307-9330
9442	Robert	Franza	217 Knickerbocker Avenue	Bohemia	NY	11716	(631) 307-9330
9443	Robert	Franza	217 Knickerbocker Avenue	Bohemia	NY	11716	(631) 307-9330
9168	Brian	Cella	26 Cain Drive	Brentwood	NY	11717	(631) 759-8080
9709	Brian	Cella	26 Cain Drive	Brentwood	NY	11717	(631) 759-8080
10001	Brian	Cella	26 Cain Drive	Brentwood	NY	11717	(631) 759-8080
9553	Ann	Engler	540 Hopkins Street	Buffalo	NY	14220	(716) 828-0123

#	First Name	Last Name	Address	City	State	Zip	Telephone
8987	Robert	Orlowski	2371 Broadway Street	Buffalo	NY	14212	(716) 822-2255
3238	Chip	Ross	2579 Kennedy Lane	Canastota	NY	13032	(315) 363-9040
9130	Paul	Krasnoff	40 Brook Ave., Unit A	Deer Park	NY	11729	(631) 446-1600
9131	Paul	Krasnoff	40 Brook Ave., Unit A	Deer Park	NY	11729	(631) 446-1600
9132	Paul	Krasnoff	40 Brook Ave., Unit A	Deer Park	NY	11729	(631) 446-1600
9133	Paul	Krasnoff	40 Brook Ave., Unit A	Deer Park	NY	11729	(631) 446-1600
9908	Daniel	Marano	7 N. Lawn Avenue	Elmsford	NY	10523	(212) 233-7315
9909	Daniel	Marano	7 N. Lawn Avenue	Elmsford	NY	10523	(212) 233-7315
9910	Daniel	Marano	7 N. Lawn Avenue	Elmsford	NY	10523	(212) 233-7315
10083	Daniel	Marano	7 N. Lawn Avenue	Elmsford	NY	10523	(212) 233-7315
10648	Daniel	Marano	7 N. Lawn Avenue	Elmsford	NY	10523	(212) 233-7315
10649	Daniel	Marano	7 N. Lawn Avenue	Elmsford	NY	10523	(212) 233-7315
3232	Thomas	Harvey	2A Tibbits Avenue	Green Island	NY	12183	(888) 333-4488
3244	Thomas	Harvey	2A Tibbits Avenue	Green Island	NY	12183	(888) 333-4488
3256	Thomas	Harvey	2A Tibbits Avenue	Green Island	NY	12183	(888) 333-4488
8662	Thomas	Harvey	2A Tibbits Avenue	Green Island	NY	12183	(888) 333-4488
4491	David	Patterson	243 Old Ithaca Road	Horseheads	NY	14845	(607) 739-7236
4492	David	Patterson	243 Old Ithaca Road	Horseheads	NY	14845	(607) 739-7236
9247	Jon	Ives	14 Parkview Terrace	Huntington	NY	11743	(631) 423-1424
9741	Craig	Lindquist	153 Hopkins Ave.	Jamestown	NY	14701	(716) 487-4357
9743	Craig	Lindquist	153 Hopkins Ave.	Jamestown	NY	14701	(716) 487-4357
3245	Brian	Kern	41 Greenkill Avenue	Kingston	NY	12401	(845) 338-4821
9412	David	Patterson	135 Gunnville Rd.	Lancaster	NY	14086	(607) 739-7236
9419	David	Patterson	135 Gunnville Rd.	Lancaster	NY	14086	(607) 739-7236
9476	David	Patterson	135 Gunnville Rd.	Lancaster	NY	14086	(607) 739-7236
6905	Joseph	Glassner	22 Scouting Boulevard	Medford	NY	11763	(631) 236-9613
6906	Joseph	Glassner	22 Scouting Boulevard	Medford	NY	11763	(631) 236-9613
7914	Joseph	Glassner	22 Scouting Boulevard	Medford	NY	11766	(631) 236-9613
7915	Joseph	Glassner	22 Scouting Boulevard	Medford	NY	11766	(631) 236-9613
8195	Joseph	Glassner	22 Scouting Boulevard	Medford	NY	11763	(631) 236-9613
8196	Joseph	Glassner	22 Scouting Boulevard	Medford	NY	11763	(631) 236-9613

#	First Name	Last Name	Address	City	State	Zip	Telephone
8485	Joseph	Glassner	22 Scouting Boulevard	Medford	NY	11763	(631) 236-9613
8486	Joseph	Glassner	22 Scouting Boulevard	Medford	NY	11763	(631) 236-9613
6267	Robert	Putko	1533 Rocky Point Rd.	Middle Island	NY	11953	(631) 981-8585
6268	Robert	Putko	1533 Rocky Point Rd.	Middle Island	NY	11953	(631) 981-8585
6553	Robert	Putko	1533 Rocky Point Rd.	Middle Island	NY	11953	(631) 981-8585
8032	Robert	Putko	1533 Rocky Point Rd.	Middle Island	NY	11953	(631) 981-8585
8131	Vincent	Senese	280 Dolson Avenue	Middletown	NY	10940	(845) 343-6443
8133	Vincent	Senese	280 Dolson Avenue	Middletown	NY	10940	(845) 343-6443
8135	Vincent	Senese	280 Dolson Avenue	Middletown	NY	10940	(845) 343-6443
4313	Jackie	Pagano	38 Chapel Street	Mount Morris	NY	14510	(585) 658-4704
4329	Peter	Siwek	41 Columbus Ave.	New Rochelle	NY	10801	(914) 328-8894
3252	Robert	Burch	13 Railroad Street	Otego	NY	13825	(607) 334-6564
6023	Robert	Burch	13 Railroad Street	Otego	NY	13825	(607) 334-6564
6751	Robert	Burch	13 Railroad Street	Otego	NY	13825	(607) 334-6564
7611	Robert	Burch	13 Railroad Street	Otego	NY	13825	(607) 334-6564
9365	Robert	Burch	13 Railroad Street	Otego	NY	13825	(607) 334-6564
9625	Mike	Gadonniex	5 Charles Street, Warehouse 2	Pleasant Valley	NY	12569	(845) 723-5188
9921	Mike	Gadonniex	5 Charles Street, Warehouse 2	Pleasant Valley	NY	12569	(845) 723-5188
9947	Charles	Beverly	259 North Grand Avenue	Poughkeepsie	NY	12603	(845) 471-8520
9948	Charles	Beverly	259 North Grand Avenue	Poughkeepsie	NY	12603	(845) 471-8520
9949	Charles	Beverly	259 North Grand Avenue	Poughkeepsie	NY	12603	(845) 471-8520
9950	Charles	Beverly	259 North Grand Avenue	Poughkeepsie	NY	12603	(845) 471-8520
10461	Chris	Close	146 Halstead St.	Rochester	NY	14610	(585) 672-4980
7150	Vincent	Valente	711 Koehler Avenue	Ronkonkoma	NY	11779	(877) 330-5800
7151	Vincent	Valente	711 Koehler Avenue	Ronkonkoma	NY	11779	(877) 330-5800
7152	Vincent	Valente	711 Koehler Avenue	Ronkonkoma	NY	11779	(877) 330-5800
7153	Vincent	Valente	711 Koehler Avenue	Ronkonkoma	NY	11779	(877) 330-5800
7154	Vincent	Valente	711 Koehler Avenue	Ronkonkoma	NY	11779	(877) 330-5800
8086	Vincent	Valente	711 Koehler Avenue	Ronkonkoma	NY	11779	(877) 330-5800
8087	Vincent	Valente	711 Koehler Avenue	Ronkonkoma	NY	11779	(877) 330-5800
9861	Christopher	Mayer	389 Wild Avenue, Unit F	Staten Island	NY	10314	(917) 397-8247

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9862	Christopher	Mayer	389 Wild Avenue, Unit F	Staten Island	NY	10314	(917) 397-8247
9863	Christopher	Mayer	389 Wild Avenue, Unit F	Staten Island	NY	10314	(917) 397-8247
9864	Christopher	Mayer	389 Wild Avenue, Unit F	Staten Island	NY	10314	(917) 397-8247
9920	Christopher	Mayer	389 Wild Avenue, Unit F	Staten Island	NY	10314	(917) 397-8247
8004	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
8005	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
8006	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
8007	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
8607	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
8608	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
8609	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
8610	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
9280	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
9771	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
10009	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
10335	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
10831	Bill	Podurgiel	34 Hallister Street	Staten Island	NY	10309	(718) 984-6660
3242	Chris	Close	7447 Thompson Road	Syracuse	NY	13212	(315) 458-3355
4616	Chris	Close	7447 Thompson Road	Syracuse	NY	13212	(315) 458-3355
9402	Chris	Close	7447 Thompson Road	Syracuse	NY	13212	(315) 458-3355
9492	Chris	Close	7447 Thompson Road	Syracuse	NY	13212	(315) 458-3355
9493	Chris	Close	7447 Thompson Road	Syracuse	NY	13212	(315) 458-3355
10441	Ed	Prevost	1500 Bleeker St.	Utica	NY	13501	(315) 724-5670
9169	Jaquelina	Edelstein	333 West Merrick Road, Unit B	Valley Stream	NY	11580	(718) 553-7768
9170	Jaquelina	Edelstein	333 West Merrick Road, Unit B	Valley Stream	NY	11580	(718) 553-7768
9171	Jaquelina	Edelstein	333 West Merrick Road, Unit B	Valley Stream	NY	11580	(718) 553-7768
9172	Jaquelina	Edelstein	333 West Merrick Road, Unit B	Valley Stream	NY	11580	(718) 553-7768
10171	Jaquelina	Edelstein	333 West Merrick Road, Unit B	Valley Stream	NY	11580	(718) 553-7768
10187	Jaquelina	Edelstein	333 West Merrick Road, Unit B	Valley Stream	NY	11580	(718) 553-7768
2979	William	Meenan	700 Mill Street	Watertown	NY	13601	(315) 788-8990
2980	William	Meenan	700 Mill Street	Watertown	NY	13601	(315) 788-8990

#	First Name	Last Name	Address	City	State	Zip	Telephone
3751	Fred	Higginbotham Sr.	7567 East Route 20	Westfield	NY	14787	(716) 326-3474
10067	Greg	Dennison	830 Moe Drive	Akron	OH	44130	(330) 864-7300
10069	Greg	Dennison	830 Moe Drive	Akron	OH	44130	(330) 864-7300
10313	Greg	Dennison	830 Moe Drive	Akron	OH	44130	(330) 864-7300
10314	Greg	Dennison	830 Moe Drive	Akron	OH	44130	(330) 864-7300
10315	Greg	Dennison	830 Moe Drive	Akron	OH	44130	(330) 864-7300
9471	Carter	Lewis	2525 S. Main Street	Akron	OH	44319	(330) 535-3343
9868	Carter	Lewis	2525 S. Main Street	Akron	OH	44319	(330) 535-3343
1360	Tom	Butch	733 West 30th Street	Ashtabula	OH	44004	(440) 964-3353
3935	Robert	Froehlich	89A Columbus Road	Athens	OH	45701	(740) 592-2826
9229	Durand	Hopkins	492 Geiger Street	Berea	OH	44017	(440) 816-1376
9230	Durand	Hopkins	492 Geiger Street	Berea	OH	44017	(440) 816-1376
9231	Durand	Hopkins	492 Geiger Street	Berea	OH	44017	(440) 816-1376
9232	Durand	Hopkins	492 Geiger Street	Berea	OH	44017	(440) 816-1376
9993	Durand	Hopkins	492 Geiger Street	Berea	OH	44017	(440) 816-1376
9994	Durand	Hopkins	492 Geiger Street	Berea	OH	44017	(440) 816-1376
9995	Durand	Hopkins	492 Geiger Street	Berea	OH	44017	(440) 816-1376
9996	Durand	Hopkins	492 Geiger Street	Berea	OH	44017	(440) 816-1376
9997	Durand	Hopkins	492 Geiger Street	Berea	OH	44017	(440) 816-1376
9998	Durand	Hopkins	492 Geiger Street	Berea	OH	44017	(440) 816-1376
9999	Durand	Hopkins	492 Geiger Street	Berea	OH	44017	(440) 816-1376
9645	Ronald	Czarnecki	8600 Harrison Pike	Cleves	OH	45002	(513) 353-9238
10025	Ronald	Czarnecki	8600 Harrison Pike	Cleves	OH	45002	(513) 353-9238
7527	Steven	Thomas	6078 State Route 128	Cleves	OH	45002	(513) 825-2047
7545	Steven	Thomas	6078 State Route 128	Cleves	OH	45002	(513) 825-2047
10532	Geoff	Ganz	2553 Westbelt Dr	Columbus	OH	43228	(937) 256-3473
10533	Geoff	Ganz	2553 Westbelt Dr	Columbus	OH	43228	(937) 256-3473
10534	Geoff	Ganz	2553 Westbelt Dr	Columbus	OH	43228	(937) 256-3473
9976	Ken	Neverman	908 North 4th Street	Columbus	OH	43201	(614) 294-1100
9977	Ken	Neverman	908 North 4th Street	Columbus	OH	43201	(614) 294-1100
9978	Ken	Neverman	908 North 4th Street	Columbus	OH	43201	(614) 294-1100

#	First Name	Last Name	Address	City	State	Zip	Telephone
8722	Geoff	Ganz	1524 E. Second St.	Dayton	OH	45403	(937) 256-3473
9110	Geoff	Ganz	1524 E. Second St.	Dayton	OH	45403	(937) 256-3473
9805	Geoff	Ganz	1524 E. Second St.	Dayton	OH	45403	(937) 256-3473
9958	Geoff	Ganz	1524 E. Second St.	Dayton	OH	45403	(937) 256-3473
9959	Geoff	Ganz	1524 E. Second St.	Dayton	OH	45403	(937) 256-3473
10005	Geoff	Ganz	1524 E. Second St.	Dayton	OH	45403	(937) 256-3473
10006	Geoff	Ganz	1524 E. Second St.	Dayton	OH	45403	(937) 256-3473
8146	William	Kaska	2900 Stonequarry Road	Dayton	OH	45414	(937) 294-8800
8147	William	Kaska	2900 Stonequarry Road	Dayton	OH	45414	(937) 294-8800
8639	William	Kaska	2900 Stonequarry Road	Dayton	OH	45414	(937) 294-8800
8640	William	Kaska	2900 Stonequarry Road	Dayton	OH	45414	(937) 294-8800
2873	Michael	McCann	1255 Carpenter Road	Defiance	OH	43512	(800) 466-5570
4906	Michael	McCann	1255 Carpenter Road	Defiance	OH	43512	(800) 466-5570
7547	Michael	McCann	1255 Carpenter Road	Defiance	OH	43512	(800) 466-5570
8699	Greg	Dennison	33851 Curtis Boulevard	Eastlake	OH	44095	(440) 918-1523
8700	Greg	Dennison	33851 Curtis Boulevard	Eastlake	OH	44095	(440) 918-1523
8701	Greg	Dennison	33851 Curtis Boulevard	Eastlake	OH	44095	(440) 918-1523
8702	Greg	Dennison	33851 Curtis Boulevard	Eastlake	OH	44095	(440) 918-1523
9111	Greg	Dennison	33851 Curtis Boulevard	Eastlake	OH	44095	(440) 918-1523
9847	Greg	Dennison	33851 Curtis Boulevard	Eastlake	OH	44095	(440) 918-1523
10592	Dave	Staten	589 Amity Road	Galloway	OH	43119	Not Listed
3964	Jeffrey	Monnin	739 Coleman Drive	Hamilton	OH	45013	(513) 893-1221
8450	William	Martin	6032 Hayden Run Road	Hilliard	OH	43026	(614) 529-1100
3988	Jeffrey	Burnett	6459 State Rte 138	Hillsboro	OH	45133	(937) 393-8066
8437	Robert	Marshall	664 S. Columbus Street	Lancaster	OH	43130	(740) 653-1940
8438	Robert	Marshall	664 S. Columbus Street	Lancaster	OH	43130	(740) 653-1940
8439	Robert	Marshall	664 S. Columbus Street	Lancaster	OH	43130	(740) 653-1940
8440	Robert	Marshall	664 S. Columbus Street	Lancaster	OH	43130	(740) 653-1940
8441	Robert	Marshall	664 S. Columbus Street	Lancaster	OH	43130	(740) 653-1940
8442	Robert	Marshall	664 S. Columbus Street	Lancaster	OH	43130	(740) 653-1940
8443	Robert	Marshall	664 S. Columbus Street	Lancaster	OH	43130	(740) 653-1940

#	First Name	Last Name	Address	City	State	Zip	Telephone
8946	Robert	Marshall	664 S. Columbus Street	Lancaster	OH	43130	(740) 653-1940
5268	Michael	Kleman	2150 Baty Road	Lima	OH	45807	(419) 339-0871
10531	Roy	Payne	6253 Orchard Crossing	Mason	OH	45040	(513) 509-6849
9751	Carter	Lewis	6074 Pinecone Dr.	Mentor	OH	44060	(440) 974-1441
9752	Carter	Lewis	6074 Pinecone Dr.	Mentor	OH	44060	(440) 974-1441
9753	Carter	Lewis	6074 Pinecone Dr.	Mentor	OH	44060	(440) 974-1441
9648	Mark	Halsey	2890 South Main Street	Middletown	OH	45044	(513) 360-7624
9661	Mark	Halsey	2890 South Main Street	Middletown	OH	45044	(513) 360-7624
9662	Mark	Halsey	2890 South Main Street	Middletown	OH	45044	(513) 360-7624
9663	Mark	Halsey	2890 South Main Street	Middletown	OH	45044	(513) 360-7624
9664	Mark	Halsey	2890 South Main Street	Middletown	OH	45044	(513) 360-7624
9665	Mark	Halsey	2890 South Main Street	Middletown	OH	45044	(513) 360-7624
9828	Mark	Halsey	2890 South Main Street	Middletown	OH	45044	(513) 360-7624
8292	Terry	Wymer	309 Rudolph Road	North Baltimore	OH	45872	(419) 857-8050
8293	Terry	Wymer	309 Rudolph Road	North Baltimore	OH	45872	(419) 857-8050
9983	Kevin	Steinbach	6824 Wise Avenue	North Canton	OH	44720	(330) 497-5959
8884	Diane	Butler	75 Eastgate Industrial Drive	North Lima	OH	44452	(330) 549-0102
8885	Diane	Butler	75 Eastgate Industrial Drive	North Lima	OH	44452	(330) 549-0102
8886	Diane	Butler	75 Eastgate Industrial Drive	North Lima	OH	44452	(330) 549-0102
1330	Butch	Wamer	6935 McNerney Dr.	Northwood	OH	43619	(419) 841-5575
5435	Butch	Wamer	6935 McNerney Dr.	Northwood	OH	43619	(419) 841-5575
8265	Jeff	Isler	850 Bethlehem Road W.	Prospect	OH	43342	(740) 262-9421
8266	Jeff	Isler	850 Bethlehem Road W.	Prospect	OH	43342	(740) 262-9421
1326	Robert	Case	13494 Santa Fe Line Road	Wapakoneta	OH	45895	(419) 568-6524
3972	Robert	Case	13494 Santa Fe Line Road	Wapakoneta	OH	45895	(419) 568-6524
3991	Robert	Case	13494 Santa Fe Line Road	Wapakoneta	OH	45895	(419) 568-6524
5167	Robert	Case	13494 Santa Fe Line Road	Wapakoneta	OH	45895	(419) 568-6524
5928	Robert	Case	13494 Santa Fe Line Road	Wapakoneta	OH	45895	(419) 568-6524
8216	Carter	Lewis	8031 E. Market Street	Warren	OH	44484	(330) 856-9779
8217	Carter	Lewis	8031 E. Market Street	Warren	OH	44484	(330) 856-9779
8218	Carter	Lewis	8031 E. Market Street	Warren	OH	44484	(330) 856-9779

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8219	Carter	Lewis	8031 E. Market Street	Warren	OH	44484	(330) 856-9779
8220	Carter	Lewis	8031 E. Market Street	Warren	OH	44484	(330) 856-9779
8221	Carter	Lewis	8031 E. Market Street	Warren	OH	44484	(330) 856-9779
9966	Nolan	Welborn	19116 Highway 1E	Ada	OK	74820	(580) 795-3448
10215	Nolan	Welborn	19116 Highway 1E	Ada	OK	74820	(580) 795-3448
10216	Nolan	Welborn	19116 Highway 1E	Ada	OK	74820	(580) 795-3448
10218	Nolan	Welborn	19116 Highway 1E	Ada	OK	74820	(580) 795-3448
5575	Michael	Ike	22700 East 71st Street South	Broken Arrow	OK	74014	(918) 258-0099
9297	Michael	Ike	22700 East 71st Street South	Broken Arrow	OK	74014	(918) 258-0099
4193	Stephen	Stamper	2310 Corbin Lane	Clinton	OK	73601	(580) 323-3391
7408	Stephen	Stamper	2310 Corbin Lane	Clinton	OK	73601	(580) 323-3391
6312	Christopher	White	29214 S. 640 Road	Grove	OK	74344	(918) 787-2449
6313	Christopher	White	29214 S. 640 Road	Grove	OK	74344	(918) 787-2449
6870	Christopher	White	29214 S. 640 Road	Grove	OK	74344	(918) 787-2449
6871	Christopher	White	29214 S. 640 Road	Grove	OK	74344	(918) 787-2449
7358	Christopher	White	29214 S. 640 Road	Grove	OK	74344	(918) 787-2449
7359	Christopher	White	29214 S. 640 Road	Grove	OK	74344	(918) 787-2449
7613	Christopher	White	29214 S. 640 Road	Grove	OK	74344	(918) 787-2449
7858	Christopher	White	29214 S. 640 Road	Grove	OK	74344	(918) 787-2449
8434	Christopher	White	29214 S. 640 Road	Grove	OK	74344	(918) 787-2449
8942	Christopher	White	29214 S. 640 Road	Grove	OK	74344	(918) 787-2449
10793	Jamey	Mullin	13505 Railway Dr., Suite E & I	Oklahoma City	OK	73114	(405) 361-3670
10794	Jamey	Mullin	13505 Railway Dr., Suite E & I	Oklahoma City	OK	73114	(405) 361-3670
10795	Jamey	Mullin	13505 Railway Dr., Suite E & I	Oklahoma City	OK	73114	(405) 361-3670
10796	Jamey	Mullin	13505 Railway Dr., Suite E & I	Oklahoma City	OK	73114	(405) 361-3670
9967	Nolan	Welborn	4355 North Santa Fe	Oklahoma City	OK	73118	(405) 528-6600
9968	Nolan	Welborn	4355 North Santa Fe	Oklahoma City	OK	73118	(405) 528-6600
9969	Nolan	Welborn	4355 North Santa Fe	Oklahoma City	OK	73118	(405) 528-6600
9972	Nolan	Welborn	4355 North Santa Fe	Oklahoma City	OK	73118	(405) 528-6600
9973	Nolan	Welborn	4355 North Santa Fe	Oklahoma City	OK	73118	(405) 528-6600
9974	Nolan	Welborn	4355 North Santa Fe	Oklahoma City	OK	73118	(405) 528-6600

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9975	Nolan	Welborn	4355 North Santa Fe	Oklahoma City	OK	73118	(405) 528-6600
9159	Brad	Duncan	168 Old Highway 99 South	Seminole	OK	74868	(405) 395-9890
6057	Thomas	Pratt	2330 N. Perkins Road	Stillwater	OK	74075	(405) 372-0898
6058	Thomas	Pratt	2330 N. Perkins Road	Stillwater	OK	74075	(405) 372-0898
6668	Thomas	Pratt	2330 N. Perkins Road	Stillwater	OK	74075	(405) 372-0898
6972	Thomas	Pratt	2330 N. Perkins Road	Stillwater	OK	74075	(405) 372-0898
4214	Lucky	Airehrour	10838 E Newton Place	Tulsa	OK	74116	(918) 745-0669
9962	Nolan	Welborn	8833 East Pine Street	Tulsa	OK	74115	(405) 528-6600
9963	Nolan	Welborn	8833 East Pine Street	Tulsa	OK	74115	(405) 528-6600
9964	Nolan	Welborn	8833 East Pine Street	Tulsa	OK	74115	(405) 528-6600
9965	Nolan	Welborn	8833 East Pine Street	Tulsa	OK	74115	(405) 528-6600
9446	Kevin	Schriber	10200 SW Allen Boulevard	Beaverton	OR	97005	(503) 395-2424
10437	Andrew	Bellamy	20802 Sockeye Place, Suite 230	Bend	OR	97701	(541) 388-5000
1718	Douglas	Crandall	3168 NW Twinberry Street	Corvallis	OR	97330	(541) 757-0888
7381	Robin	Nash	3904 W. 1st Avenue	Eugene	OR	97402	(541) 687-0900
7676	Robin	Nash	3904 W. 1st Avenue	Eugene	OR	97402	(541) 687-0900
7677	Robin	Nash	3904 W. 1st Avenue	Eugene	OR	97402	(541) 687-0900
8817	Andrew	Bellamy	1616 Dowell Road	Grants Pass	OR	97527	(541) 476-7075
8818	Andrew	Bellamy	1616 Dowell Road	Grants Pass	OR	97527	(541) 476-7075
10438	Andrew	Bellamy	1616 Dowell Road	Grants Pass	OR	97527	(541) 476-7075
8423	Jon	Buckalew	314 S. 7th Street	Klamath Falls	OR	97601	(541) 882-5049
1661	Karl	Hamasu	531 Parsons Drive	Medford	OR	97501	(541) 773-9559
5603	Karl	Hamasu	531 Parsons Drive	Medford	OR	97501	(541) 488-2837
10478	Karl	Hamasu	531 Parsons Drive	Medford	OR	97501	(541) 773-9559
10549	Sam	Cercea	11935 NE Sumner Street, Bldg 2	Portland	OR	97220	(503) 285-5711
1697	William	Emberlin	4610 SE 26th Avenue	Portland	OR	97202	(503) 234-0707
4526	William	Emberlin	4610 SE 26th Avenue	Portland	OR	97202	(503) 234-0707
4969	William	Emberlin	4610 SE 26th Avenue	Portland	OR	97202	(503) 234-0707
7034	William	Emberlin	4610 SE 26th Avenue	Portland	OR	97202	(503) 234-0707
7035	William	Emberlin	4610 SE 26th Avenue	Portland	OR	97202	(503) 234-0707
7036	William	Emberlin	4610 SE 26th Avenue	Portland	OR	97202	(503) 234-0707

#	First Name	Last Name	Address	City	State	Zip	Telephone
7037	William	Emberlin	4610 SE 26th Avenue	Portland	OR	97202	(503) 234-0707
7038	William	Emberlin	4610 SE 26th Avenue	Portland	OR	97202	(503) 234-0707
7294	William	Emberlin	4610 SE 26th Avenue	Portland	OR	97202	(503) 234-0707
7295	William	Emberlin	4610 SE 26th Avenue	Portland	OR	97202	(503) 234-0707
10617	Chris	Peterman	1501 SE Stephens Street	Roseburg	OR	97470	(541) 229-0841
8329	Brian	Greer	2275 Judson Street SE	Salem	OR	97302	(503) 585-4017
8330	Brian	Greer	2275 Judson Street SE	Salem	OR	97302	(503) 585-4017
8760	Brian	Greer	2275 Judson Street SE	Salem	OR	97302	(503) 585-4017
9774	Brian	Greer	2275 Judson St. SE	Salem	OR	97302	(503) 585-4017
10673	Brian	Greer	2275 Judson Street SE	Salem	OR	97302	(503) 585-4017
8661	Steve	Hamilton	3779 Olympic Street	Springfield	OR	97478	(541) 726-8200
10730	Phillip	Borcsa	2937 E 2nd Street Space 8	The Dalles	OR	97058	(541) 769-0422
7555	Nancy	Critchfield	3344 E. Pleasant Valley Boulevard	Altoona	PA	16601	(814) 765-2828
7556	Nancy	Critchfield	3344 E. Pleasant Valley Boulevard	Altoona	PA	16601	(814) 765-2828
7557	Nancy	Critchfield	3344 E. Pleasant Valley Boulevard	Altoona	PA	16601	(814) 765-2828
7558	Nancy	Critchfield	3344 E. Pleasant Valley Boulevard	Altoona	PA	16601	(814) 765-2828
3737	William	Horell	1533 Third Avenue	Altoona	PA	16602	(814) 941-7378
5006	John	Holobinko	465 East Rolling Ridge Drive	Bellefonte	PA	16823	(814) 231-0812
6053	John	Holobinko	465 East Rolling Ridge Drive	Bellefonte	PA	16823	(814) 231-0812
7062	John	Holobinko	465 East Rolling Ridge Drive	Bellefonte	PA	16823	(814) 231-0812
7063	John	Holobinko	465 East Rolling Ridge Drive	Bellefonte	PA	16823	(814) 231-0812
8990	John	Holobinko	465 East Rolling Ridge Drive	Bellefonte	PA	16823	(814) 231-0812
8991	John	Holobinko	465 East Rolling Ridge Drive	Bellefonte	PA	16823	(814) 231-0812
9356	John	Holobinko	465 East Rolling Ridge Drive	Bellefonte	PA	16823	(814) 231-0812
9703	John	Holobinko	465 East Rolling Ridge Drive	Bellefonte	PA	16823	(814) 231-0812
9704	John	Holobinko	465 East Rolling Ridge Drive	Bellefonte	PA	16823	(814) 231-0812
10022	John	Holobinko	465 East Rolling Ridge Drive	Bellefonte	PA	16823	(814) 231-0812
9885	Lloyd	Hyde	2886 Industrial Blvd.	Bethel Park	PA	15102	(412) 835-6560
2096	Bernard	Smigovsky	91 Vesta #7 Road	Brownsville	PA	15417	(724) 785-9378
2116	Martin	Zupancic	356 W. College Street	Canonsburg	PA	15317	(724) 745-4980
6375	Martin	Zupancic	356 W. College Street	Canonsburg	PA	15317	(724) 745-4980

#	First Name	Last Name	Address	City	State	Zip	Telephone
2127	Kevin	Mellott	186 Sunset Boulevard East	Chambersburg	PA	17202	(717) 267-2223
6309	Robert	Neef	150 East Baltimore Ave.	Clifton Heights	PA	19018	(610) 626-9002
6310	Robert	Neef	150 East Baltimore Ave.	Clifton Heights	PA	19018	(610) 626-9002
6311	Robert	Neef	150 East Baltimore Ave.	Clifton Heights	PA	19018	(610) 626-9002
8931	Robert	Neef	150 East Baltimore Ave.	Clifton Heights	PA	19018	(610) 626-9002
2098	Barcine	Graft	112 N. 3rd Street	Connellsville	PA	15425	(724) 628-2122
9109	Barcine	Graft	112 N. 3rd Street	Connellsville	PA	15425	(724) 628-2122
9548	Barcine	Graft	112 N. 3rd Street	Connellsville	PA	15425	(724) 628-2122
9549	Barcine	Graft	112 N. 3rd Street	Connellsville	PA	15425	(724) 628-2122
9550	Barcine	Graft	112 N. 3rd Street	Connellsville	PA	15425	(724) 628-2122
10420	Kevin	Leonard	112 N. 3rd Street	Connellsville	PA	15425	(724) 628-2122
5548	Christopher	Griffing	4096 SR 438	Dalton	PA	18414	(570) 563-1863
6496	Christopher	Griffing	4096 SR 438	Dalton	PA	18414	(570) 563-1863
7162	Christopher	Griffing	4096 SR 438	Dalton	PA	18414	(570) 563-1863
8734	Christopher	Griffing	4096 SR 438	Dalton	PA	18414	(570) 563-1863
9592	Christopher	Griffing	4096 SR 438	Dalton	PA	18414	(570) 563-1863
10519	Christopher	Griffing	4096 SR 438	Dalton	PA	18414	(570) 563-1863
10883	Jaime	Herbst	2320 Tower Dr.	Dover	PA	17315	(717) 308-0001
2418	Scott	Witmer	933 Chestnut Street	Emmaus	PA	18049	(610) 965-6058
2421	Scott	Witmer	933 Chestnut Street	Emmaus	PA	18049	(610) 965-6058
3726	Fred	Higginbotham Sr.	1946 W. 26th Street	Erie	PA	16508	(814) 453-6201
9219	Chris	Hitz	2962 West 22nd Street	Erie	PA	16506	(814) 455-2033
9220	Chris	Hitz	2962 West 22nd Street	Erie	PA	16506	(814) 455-2033
9222	Chris	Hitz	2962 West 22nd Street	Erie	PA	16506	(814) 455-2033
9926	Chris	Hitz	2962 West 22nd Street	Erie	PA	16506	(814) 455-2033
4559	Michael	Zell	312 Commerce Drive	Exton	PA	19341	(610) 524-8003
5147	Michael	Zell	312 Commerce Drive	Exton	PA	19341	(610) 524-8003
5217	Michael	Zell	312 Commerce Drive	Exton	PA	19341	(610) 524-8003
6756	Tammy	Hartman	1001 E. Pennsylvania Blvd.	Feasterville	PA	19053	(215) 322-1175
6757	Tammy	Hartman	1001 E. Pennsylvania Blvd.	Feasterville	PA	19053	(215) 322-1175
10839	Tammy	Hartman	1001 E. Pennsylvania Blvd.	Feasterville	PA	19053	(215) 322-1175

#	First Name	Last Name	Address	City	State	Zip	Telephone
7954	Kevin	Mellott	2506 Boas St.	Harrisburg	PA	17103	(717) 541-0614
7955	Kevin	Mellott	2506 Boas St.	Harrisburg	PA	17103	(717) 541-0614
8666	Mickey	Rapp	7389 Paxton St	Harrisburg	PA	17111	(717) 395-7308
8668	Mickey	Rapp	7389 Paxton St	Harrisburg	PA	17111	(717) 395-7308
9640	Cris	Gault	4845 E Lake Rd.	Jamestown	PA	16134	(724) 432-3431
9641	Cris	Gault	4845 E Lake Rd.	Jamestown	PA	16134	(724) 432-3431
2103	Walter	Stiffey	2887 Radebaugh Road	Jeannette	PA	15644	(724) 834-8889
5630	Walter	Stiffey	2887 Radebaugh Road	Jeannette	PA	15644	(724) 834-8889
7821	Walter	Stiffey	2887 Radebaugh Road	Jeannette	PA	15644	(724) 834-8889
9911	James	Vasilko	124 Donald Lane	Johnstown	PA	15904	(814) 269-3014
10250	James	Vasilko	124 Donald Lane	Johnstown	PA	15904	(814) 269-3014
10748	John	Holobinko	221 Plum Street	Lemoyne	PA	17043	(888) 604-3064
10749	John	Holobinko	221 Plum Street	Lemoyne	PA	17043	(888) 604-3064
10763	John	Holobinko	221 Plum Street	Lemoyne	PA	17043	(888) 604-3064
10231	Anthony	Traficante	1610 Greensburg Pike	North Versailles	PA	15137	(412) 408-2080
2097	John	Samek Jr.	745 Allegheny Avenue	Oakmont	PA	15139	(412) 242-4815
2100	John	Samek Jr.	745 Allegheny Avenue	Oakmont	PA	15139	(412) 242-4815
2112	John	Samek Jr.	745 Allegheny Avenue	Oakmont	PA	15139	(412) 242-4815
9002	John	Samek Jr.	745 Allegheny Avenue	Oakmont	PA	15139	(412) 242-4815
9003	John	Samek Jr.	745 Allegheny Avenue	Oakmont	PA	15139	(412) 242-4815
9004	John	Samek Jr.	745 Allegheny Avenue	Oakmont	PA	15139	(412) 242-4815
9005	John	Samek Jr.	745 Allegheny Avenue	Oakmont	PA	15139	(412) 242-4815
4568	William	Eckelmeyer	127 South 3rd Street	Perkasie	PA	18944	(215) 257-6000
8983	William	Eckelmeyer	127 South 3rd Street	Perkasie	PA	18944	(215) 257-6000
10624	William	Eckelmeyer	127 South 3rd Street	Perkasie	PA	18944	(215) 257-6000
8233	Brian	Mast	4455 North 6th Street,	Philadelphia	PA	19140	(215) 324-4500
8234	Brian	Mast	4455 North 6th Street,	Philadelphia	PA	19140	(215) 324-4500
9758	Brian	Mast	4455 North 6th Street,	Philadelphia	PA	19140	(215) 324-4500
2083	Charles	Gibson Jr.	1330 Wall Avenue	Pitcairn	PA	15140-1038	(412) 372-7771
10418	Thomas	McGann	1701 Partridge Run Road	Pittsburgh	PA	15241	(412) 735-6347
2419	Skip	Bell	523 West Oley Street	Reading	PA	19601	(610) 374-1881

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7013	Skip	Bell	523 West Oley Street	Reading	PA	19601	(610) 374-1881
9647	Skip	Bell	523 West Oley Street	Reading	PA	19601	(610) 374-1881
9428	Diane	Butler	4898 Campbells Run Road	Robinson Twp	PA	15205	(412) 465-1038
9448	Diane	Butler	4898 Campbells Run Road	Robinson Twp	PA	15205	(412) 465-1038
8891	Libby	Green	101 Unit K, W. Main Street	Salunga	PA	17538	(717) 299-2261
8892	Libby	Green	101 Unit K, W. Main Street	Salunga	PA	17538	(717) 299-2261
9869	Libby	Green	101 Unit K, W. Main Street	Salunga	PA	17538	(717) 299-2261
10459	Libby	Green	101 Unit K, W. Main Street	Salunga	PA	17538	(717) 299-2261
3749	Nancy	Critchfield	665 Stoystown Road	Somerset	PA	15501	(814) 445-1380
8299	Nancy	Critchfield	665 Stoystown Road	Somerset	PA	15501	(814) 445-1380
3725	Randy	Bell	1328 Rehobeth Road	Strattanville	PA	16258	(814) 764-3232
3731	Randy	Bell	1328 Rehobeth Road	Strattanville	PA	16258	(814) 764-3232
8985	William	Eckelmeyer	525 Andrea Drive	Willow Grove	PA	19090	(215) 659-4009
4314	Phil	Mason	12 Gavitt Ave	Westerly	RI	2891	(800) 934-5869
4315	Phil	Mason	12 Gavitt Ave	Westerly	RI	2891	(800) 934-5869
4334	Phil	Mason	12 Gavitt Ave	Westerly	RI	2891	(800) 934-5869
7121	Phil	Mason	12 Gavitt Ave	Westerly	RI	2891	(800) 934-5869
7122	Phil	Mason	12 Gavitt Ave	Westerly	RI	2891	(800) 934-5869
7370	Phil	Mason	12 Gavitt Ave	Westerly	RI	2891	(800) 934-5869
9631	Phil	Mason	12 Gavitt Ave	Westerly	RI	2891	(800) 934-5869
1834	Jim	Manning	365 Red Cedar Street #403	Bluffton	SC	29910	(843) 525-9697
1864	Jim	Manning	365 Red Cedar Street #403	Bluffton	SC	29910	(843) 525-9697
1853	Jim	Evans	5816 Shakespeare Road, Suite E	Columbia	SC	29223	(803) 735-8181
2852	James	Turner	800 Saco Lowell Road	Easley	SC	29640	(864) 855-2373
6245	James	Turner	800 Saco Lowell Road	Easley	SC	29640	(864) 855-2373
7114	James	Turner	800 Saco Lowell Road	Easley	SC	29640	(864) 855-2373
8839	James	Turner	800 Saco Lowell Road	Easley	SC	29640	(864) 855-2373
8749	Bruce	Boyd	1212 North Cashua Drive	Florence	SC	29501	(843) 665-7475
8944	Bruce	Boyd	1212 North Cashua Drive	Florence	SC	29501	(843) 665-7475
9608	Bruce	Boyd	1212 North Cashua Drive	Florence	SC	29501	(843) 665-7475
9775	Blackwell	Johnson Jr.	1916 Harrington Street	Newberry	SC	29108	(803) 321-7798

#	First Name	Last Name	Address	City	State	Zip	Telephone
10535	Blackwell	Johnson Jr.	1916 Harrington Street	Newberry	SC	29108	(803) 321-7798
1855	Justin	Beinkampen	3228 Industry Drive	North Charleston	SC	29418-8452	(843) 760-0404
8187	Dyar	Jennings	170 Old Airport Road	Roebuck	SC	29376	(864) 582-3451
8188	Dyar	Jennings	170 Old Airport Road	Roebuck	SC	29376	(864) 582-3451
9245	Dyar	Jennings	170 Old Airport Road	Roebuck	SC	29376	(864) 582-3451
9579	Dyar	Jennings	170 Old Airport Road	Roebuck	SC	29376	(864) 582-3451
2848	Sheila	McCormack Sowers	123 Interstate Park	Spartanburg	SC	29303	(864) 574-3133
5450	Sheila	McCormack Sowers	123 Interstate Park	Spartanburg	SC	29303	(864) 574-3133
8093	Sheila	McCormack Sowers	123 Interstate Park	Spartanburg	SC	29303	(864) 574-3133
8163	Sheila	McCormack Sowers	123 Interstate Park	Spartanburg	SC	29303	(864) 574-3133
8945	Sheila	McCormack Sowers	123 Interstate Park	Spartanburg	SC	29303	(864) 574-3133
2719	Steven	Elfstrand	5642 Bob Lane	Black Hawk	SD	57718	(605) 787-6748
10553	Codi	Kinsman	317 West Highway 14/34	Ft. Pierre	SD	57532	(605) 224-9919
10112	David	Los	1201 N Carla Ave.	Tea	SD	57064	(605) 338-9615
10113	David	Los	1201 N Carla Ave.	Tea	SD	57064	(605) 338-9615
10114	David	Los	1201 N Carla Ave.	Tea	SD	57064	(605) 338-9615
10756	April	Prins	2008 Locust St.	Yankton	SD	57078	(605) 665-7080
7446	Larry	Alford	3309 Regal Drive	Alcoa	TN	37701	(865) 525-1026
9120	Larry	Alford	3309 Regal Drive	Alcoa	TN	37701	(865) 525-1026
9121	Larry	Alford	3309 Regal Drive	Alcoa	TN	37701	(865) 525-1026
9122	Larry	Alford	3309 Regal Drive	Alcoa	TN	37701	(865) 525-1026
9123	Larry	Alford	3309 Regal Drive	Alcoa	TN	37701	(865) 525-1026
9124	Larry	Alford	3309 Regal Drive	Alcoa	TN	37701	(865) 525-1026
10133	Larry	Alford	2288 Gunbarrel Road, Suite 154-341	Chattanooga	TN	37421	(423) 242-5537
10251	Larry	Alford	2288 Gunbarrel Road, Suite 154-341	Chattanooga	TN	37421	(423) 242-5537
10252	Larry	Alford	2288 Gunbarrel Road, Suite 154-341	Chattanooga	TN	37421	(423) 242-5537
8358	Bill	Barbee	6101 Enterprise Park Drive	Chattanooga	TN	37416	(706) 937-2786
8359	Bill	Barbee	6101 Enterprise Park Drive	Chattanooga	TN	37416	(706) 937-2786
4224	Robby	Hammond	2121 McCallie Avenue	Chattanooga	TN	37404	(423) 622-0445
4231	Robby	Hammond	2121 McCallie Avenue	Chattanooga	TN	37404	(423) 622-0445
4235	Robby	Hammond	2121 McCallie Avenue	Chattanooga	TN	37404	(423) 622-0445

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4238	Robby	Hammond	2121 McCallie Avenue	Chattanooga	TN	37404	(423) 622-0445
7426	Robby	Hammond	2121 McCallie Avenue	Chattanooga	TN	37404	(423) 622-0445
6467	Daniel	Duncan	4676 Ashland City Road	Clarksville	TN	37043	(931) 503-0404
6846	Daniel	Duncan	4676 Ashland City Road	Clarksville	TN	37043	(931) 503-0404
7161	Daniel	Duncan	4676 Ashland City Road	Clarksville	TN	37043	(931) 503-0404
8959	Daniel	Duncan	4676 Ashland City Road	Clarksville	TN	37043	(931) 503-0404
10099	Chad	Richards	720 Chaney Cove	Collierville	TN	38017	(901) 457-9959
10100	Chad	Richards	720 Chaney Cove	Collierville	TN	38017	(901) 457-9959
10101	Chad	Richards	720 Chaney Cove	Collierville	TN	38017	(901) 457-9959
10102	Chad	Richards	720 Chaney Cove	Collierville	TN	38017	(901) 457-9959
10103	Chad	Richards	720 Chaney Cove	Collierville	TN	38017	(901) 457-9959
4263	George	Swanson	715 Chaney Cove	Collierville	TN	38017	(901) 854-6225
6925	George	Swanson	715 Chaney Cove	Collierville	TN	38017	(901) 854-6225
6663	Paul	Stechyn Jr.	412 Lynda Lee Lane	Columbia	TN	38401	(931) 840-0065
6664	Paul	Stechyn Jr.	412 Lynda Lee Lane	Columbia	TN	38401	(931) 840-0065
8960	Paul	Stechyn Jr.	412 Lynda Lee Lane	Columbia	TN	38401	(931) 840-0065
9346	Paul	Stechyn Jr.	412 Lynda Lee Lane	Columbia	TN	38401	(931) 840-0065
6516	Anthony	Horn	218 Hub Circle	Cookeville	TN	38506	(931) 372-8480
8832	Theresa	Hill	1748 Wood Mills Drive	Cordova	TN	38016	(901) 754-6648
5985	Mark	Jowers	9575 Macon Road	Cordova	TN	38016	(901) 624-9200
10297	Brian	Sampson	201 Molly Walton Drive #A	Hendersonville	TN	37075	(615) 822-9327
10298	Brian	Sampson	201 Molly Walton Drive #A	Hendersonville	TN	37075	(615) 822-9327
10300	Brian	Sampson	201 Molly Walton Drive #A	Hendersonville	TN	37075	(615) 822-9327
10301	Brian	Sampson	201 Molly Walton Drive #A	Hendersonville	TN	37075	(615) 822-9327
10303	Brian	Sampson	201 Molly Walton Drive #A	Hendersonville	TN	37075	(615) 822-9327
10304	Brian	Sampson	201 Molly Walton Drive #A	Hendersonville	TN	37075	(615) 822-9327
10684	David	Goulding	3652 Central Pike	Hermitage	TN	37076	(615) 754-8536
10685	David	Goulding	3652 Central Pike	Hermitage	TN	37076	(615) 754-8536
10686	David	Goulding	3652 Central Pike	Hermitage	TN	37076	(615) 754-8536
10687	David	Goulding	3652 Central Pike	Hermitage	TN	37076	(615) 754-8536
9185	Doug	Sams	127 Dillion Court	Johnson City	TN	37615	(423) 610-0500

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9186	Doug	Sams	127 Dillion Court	Johnson City	TN	37615	(423) 610-0500
9187	Doug	Sams	127 Dillion Court	Johnson City	TN	37615	(423) 610-0500
9188	Doug	Sams	127 Dillion Court	Johnson City	TN	37615	(423) 610-0500
6964	James	Edwards	1413 High Ridge Drive	Kingsport	TN	37664	(423) 288-6234
7509	Ronnie	Sitzler	1314 Kingston Highway	Kingston	TN	37763	(865) 882-0755
7510	Ronnie	Sitzler	1314 Kingston Highway	Kingston	TN	37763	(865) 882-0755
10417	Ronnie	Sitzler	1314 Kingston Highway	Kingston	TN	37763	(865) 882-0755
9449	James	Hopkins	2929 Northwest Park Drive	Knoxville	TN	37912	(865) 362-5956
9450	James	Hopkins	2929 Northwest Park Drive	Knoxville	TN	37912	(865) 362-5956
9451	James	Hopkins	2929 Northwest Park Drive	Knoxville	TN	37912	(865) 362-5956
9649	James	Hopkins	2929 Northwest Park Drive	Knoxville	TN	37912	(865) 362-5956
9650	James	Hopkins	2929 Northwest Park Drive	Knoxville	TN	37912	(865) 362-5956
8765	Joey	Marsh	1620 Saddle Chase Cove	Memphis	TN	38016	(901) 387-2111
8766	Joey	Marsh	1620 Saddle Chase Cove	Memphis	TN	38016	(901) 387-2111
8767	Joey	Marsh	1620 Saddle Chase Cove	Memphis	TN	38016	(901) 387-2111
9464	Greg	Faulhaber	147 Space Park South Drive	Nashville	TN	37211	(615) 802-8000
9634	Greg	Faulhaber	147 Space Park South Drive	Nashville	TN	37211	(615) 802-8000
4249	Steve	Caldwell	85 ServiceMaster Drive	Paris	TN	38242	(731) 642-2247
4251	Steve	Caldwell	85 ServiceMaster Drive	Paris	TN	38242	(731) 642-2247
5346	Steve	Caldwell	85 ServiceMaster Drive	Paris	TN	38242	(731) 642-2247
8624	Gary	Glenn	4402 S. Danville	Abilene	TX	79605	(325) 692-1892
8625	Gary	Glenn	4402 S. Danville	Abilene	TX	79605	(325) 692-1892
9215	Harvey	Brown	1446 Flat Creek Road	Athens	TX	75751	(903) 677-0209
9877	Michael	Wright	1205 Regal Row Ste. A	Austin	TX	78748	(512) 280-4334
9038	Jeff	Wyble	12112 Anderson Mill Road, Bldg 10-A	Austin	TX	78726	(512) 252-4722
7313	Chad	Briggs	405 East 4th	Blooming Grove	TX	76626	(254) 829-1690
8375	Chad	Briggs	405 East 4th	Blooming Grove	TX	76626	(254) 829-1690
9266	Darrin	Bigler	2360 Texas Avenue	Bridge City	TX	77611	(409) 735-6700
9457	Chad	Golson	1442 Blake Rd.	Conroe	TX	77304	(936) 582-4777
9632	Chad	Golson	1442 Blake Rd.	Conroe	TX	77304	(936) 582-4777
10768	Jason	DeLeon	3728 Wow Road, Suite B	Corpus Christi	TX	78413	(361) 759-0065

#	First Name	Last Name	Address	City	State	Zip	Telephone
3857	Mike	Kocian	7629 Bay Drive	Corpus Christi	TX	78414	(361) 575-9100
5759	Mike	Kocian	7629 Bay Drive	Corpus Christi	TX	78414	(361) 575-9100
6306	Mike	Kocian	7629 Bay Drive	Corpus Christi	TX	78414	(361) 575-9100
6307	Mike	Kocian	7629 Bay Drive	Corpus Christi	TX	78414	(361) 575-9100
10657	Blake	Moak	4436 Brass Way	Dallas	TX	75236	(972) 217-4380
10658	Blake	Moak	4436 Brass Way	Dallas	TX	75236	(972) 217-4380
10442	Mark	Peters	222 South Mayhill #102	Denton	TX	76208	(214) 563-1138
10443	Mark	Peters	222 South Mayhill #102	Denton	TX	76208	(214) 563-1138
10661	Hector	Rodriguez Jr.	1080 Crown Ridge BDG #1 Suite	Eagle Pass	TX	78852	(956) 718-2778
8432	Carlos	Todd	6180 Doniphan	El Paso	TX	79932	(915) 858-8699
10011	Carlos	Todd	6180 Doniphan	El Paso	TX	79932	(915) 858-8699
5962	Daniel	Fry	1630 W Euless Blvd	Euless	TX	76040	(817) 267-5555
6661	Daniel	Fry	1630 W Euless Blvd	Euless	TX	76040	(817) 267-5555
9521	Daniel	Fry	1630 W Euless Blvd	Euless	TX	76040	(817) 267-5555
9347	J.D.	Taylor	7521 Pebble Dr.	Fort Worth	TX	76118	(817) 478-0330
2355	Greg	Gilmer	3126 National Circle	Garland	TX	75041	(972) 840-8888
2356	Greg	Gilmer	3126 National Circle	Garland	TX	75041	(972) 840-8888
2357	Greg	Gilmer	3126 National Circle	Garland	TX	75041	(972) 840-8888
2358	Greg	Gilmer	3126 National Circle	Garland	TX	75041	(972) 840-8888
2359	Greg	Gilmer	3126 National Circle	Garland	TX	75041	(972) 840-8888
2364	Greg	Gilmer	3126 National Circle	Garland	TX	75041	(972) 840-8888
2368	Greg	Gilmer	3126 National Circle	Garland	TX	75041	(972) 840-8888
10723	Nolan	Welborn	909 W Carrier Pkwy	Grand Prairie	TX	75050	(817) 795-9394
10724	Nolan	Welborn	909 W Carrier Pkwy	Grand Prairie	TX	75050	(817) 795-9394
10725	Nolan	Welborn	909 W Carrier Pkwy	Grand Prairie	TX	75050	(817) 795-9394
10726	Nolan	Welborn	909 W Carrier Pkwy	Grand Prairie	TX	75050	(817) 795-9394
8490	Edwin	Hawkins Jr.	2102 Fair Park Blvd.	Harlingen	TX	78550	(956) 423-3601
8988	Edwin	Hawkins Jr.	2102 Fair Park Blvd.	Harlingen	TX	78550	(956) 423-3601
7794	Phil	Bryant	1106 Carby Road	Houston	TX	77037	(936) 588-1493
7138	Bob	Llorente	8107 Colgate	Houston	TX	77061	(713) 722-9088
9432	Bob	Llorente	7586 Dillon St	Houston	TX	77061	(713) 667-5052

#	First Name	Last Name	Address	City	State	Zip	Telephone
9849	Blake	Moak	115 W Front St.	Hutto	TX	78634	(512) 646-2135
10288	Blake	Moak	115 W Front St.	Hutto	TX	78634	(512) 646-2135
10289	Blake	Moak	115 W Front St.	Hutto	TX	78634	(512) 646-2135
10290	Blake	Moak	115 W Front St.	Hutto	TX	78634	(512) 646-2135
10330	Blake	Moak	115 W Front St.	Hutto	TX	78634	(512) 646-2135
10332	Blake	Moak	115 W Front St.	Hutto	TX	78634	(512) 646-2135
10333	Blake	Moak	115 W Front St.	Hutto	TX	78634	(512) 646-2135
10334	Blake	Moak	115 W Front St.	Hutto	TX	78634	(512) 646-2135
3851	Brad	Hollibaugh	801 Russell Palmer	Kingwood	TX	77339	(281) 358-0363
5320	Brad	Hollibaugh	801 Russell Palmer	Kingwood	TX	77339	(281) 358-0363
6153	Brad	Hollibaugh	801 Russell Palmer	Kingwood	TX	77339	(281) 358-0363
8636	Brad	Hollibaugh	801 Russell Palmer	Kingwood	TX	77339	(281) 358-0363
10614	Brad	Hollibaugh	801 Russell Palmer	Kingwood	TX	77339	(281) 358-0363
10615	Brad	Hollibaugh	801 Russell Palmer	Kingwood	TX	77339	(281) 358-0363
10412	Cesar	Chimely	10088 W. 83 US Expressway	La Feria	TX	78559	(956) 800-3100
7146	Hector	Rodriguez Jr.	1601 Jacaman Rd	Laredo	TX	78041	(956) 718-2778
7228	Hector	Rodriguez Jr.	1601 Jacaman Rd	Laredo	TX	78041	(956) 718-2778
6368	Bob	Llorente	602 Hobbs Road	League City	TX	77573	(281) 332-3900
6369	Bob	Llorente	602 Hobbs Road	League City	TX	77573	(281) 332-3900
10012	Mark	Peters	512 Creek Ct.	Lewisville	TX	75067	(214) 563-1138
6947	Ben	Hill	1410 W Marshall Ave	Longview	TX	75604	(903) 291-8795
6948	Ben	Hill	1410 W Marshall Ave	Longview	TX	75604	(903) 291-8795
10415	Thomas	Adams	2614 130th Street, Suite #199	Lubbock	TX	79423	(806) 746-2450
10746	Thomas	Adams	2614 130th Street, Suite #199	Lubbock	TX	79423	(806) 746-2450
8821	Blake	Moak	32014 Tamina	Magnolia	TX	77354	(832) 460-5535
9224	Blake	Moak	32014 Tamina	Magnolia	TX	77354	(832) 460-5535
9264	Blake	Moak	32014 Tamina	Magnolia	TX	77354	(832) 460-5535
10291	Blake	Moak	32014 Tamina	Magnolia	TX	77354	(832) 460-5535
10179	Brandy	Miller	209 Wilcox St Suite A	Mckinney	TX	75069	(972) 736-7767
10569	Gary	Glenn	1219 S Fairgrounds Road, Suite B	Midland	TX	79701	(432) 307-1048
10088	Eddi	Castro	1109 Inspiration Blvd.	Mission	TX	78573	(956) 458-5301

#	First Name	Last Name	Address	City	State	Zip	Telephone
10175	David	Blalock	8419 Cape Henry	Missouri City	TX	77459	(123) 456-7890
10475	Ben	Hill	4480 W State Hwy 7	Nacogdoches	TX	75964	(936) 305-7056
10578	Ben	Hill	4480 W State Hwy 7	Nacogdoches	TX	75964	(936) 305-7056
9405	Jeanna	Rogers	100 Slaton Dr.	Nash	TX	75569	(903) 832-0127
10403	Jeanna	Rogers	100 Slaton Dr.	Nash	TX	75569	(903) 832-0127
6740	Sam	Shost	7434 Tower Street	Richard Hills	TX	76118	(817) 205-5759
9212	Sam	Shost	7434 Tower Street	Richard Hills	TX	76118	(817) 205-5759
10043	Sam	Shost	7434 Tower Street	Richard Hills	TX	76118	(817) 205-5759
10512	Stephen	Thompson	1100 Commerce Drive	Richardson	TX	75081	(972) 563-4448
10513	Stephen	Thompson	1100 Commerce Drive	Richardson	TX	75081	(972) 563-4448
10514	Stephen	Thompson	1100 Commerce Drive	Richardson	TX	75081	(972) 563-4448
10515	Stephen	Thompson	1100 Commerce Drive	Richardson	TX	75081	(972) 563-4448
10516	Stephen	Thompson	1100 Commerce Drive	Richardson	TX	75081	(972) 563-4448
10517	Stephen	Thompson	1100 Commerce Drive	Richardson	TX	75081	(972) 563-4448
10518	Stephen	Thompson	1100 Commerce Drive	Richardson	TX	75081	(972) 563-4448
8808	Robert	Frazee	1002 Foster Street	San Angelo	TX	76903	(325) 944-0010
8809	Robert	Frazee	1002 Foster Street	San Angelo	TX	76903	(325) 944-0010
10249	Shawn	Conner	9210 Linbrooke	San Antonio	TX	78250	(210) 520-8700
9848	Blake	Moak	4646 Sinclair Rd	San Antonio	TX	78222	(210) 496-3866
9852	Blake	Moak	4646 Sinclair Rd	San Antonio	TX	78222	(210) 496-3866
9853	Blake	Moak	4646 Sinclair Rd	San Antonio	TX	78222	(210) 496-3866
9876	Michael	Wright	8410 Speedway Dr.	San Antonio	TX	78230	(210) 308-7320
9878	Michael	Wright	8410 Speedway Dr.	San Antonio	TX	78230	(210) 308-7320
9879	Michael	Wright	8410 Speedway Dr.	San Antonio	TX	78230	(210) 308-7320
6506	Brad	Moore	1608 N. Broughton	Sherman	TX	75090	(903) 892-5701
7724	Brad	Moore	1608 N. Broughton	Sherman	TX	75090	(903) 892-5701
2764	Raymond	Smith	1260 Highway 96 S	Silsbee	TX	77656	(936) 634-6982
2831	Raymond	Smith	1260 Highway 96 S	Silsbee	TX	77656	(936) 634-6982
10329	Jason	Cooper	24119 Lenze Road	Spring	TX	77389	(281) 257-2227
9547	Blake	Moak	2313 9th Ave. N Ave.	Texas City	TX	77590	(832) 460-5535
2805	Ben	Hill	12851 State Highway 155 South	Tyler	TX	75703	(903) 534-5231

#	First Name	Last Name	Address	City	State	Zip	Telephone
7312	Chad	Briggs	5774 S. University Parks Drive	Waco	TX	76706	(254) 829-1690
7402	Chad	Briggs	5774 S. University Parks Drive	Waco	TX	76706	(254) 829-1690
7403	Chad	Briggs	5774 S. University Parks Drive	Waco	TX	76706	(254) 829-1690
8376	Chad	Briggs	2250 W Highway 287 Business	Waxahachie	TX	75165	(254) 829-1690
9435	Chad	Briggs	2250 W Highway 287 Business	Waxahachie	TX	75165	(254) 829-1690
9705	Michael	Albert	7940 Seymour Hwy.	Wichita Falls	TX	76310	(940) 723-4722
9706	Michael	Albert	7940 Seymour Hwy.	Wichita Falls	TX	76310	(940) 723-4722
9708	Michael	Albert	7940 Seymour Hwy.	Wichita Falls	TX	76310	(940) 723-4722
10522	Michael	Albert	7940 Seymour Hwy.	Wichita Falls	TX	76310	(940) 723-4722
10866	David	Green	2170 W 850 N	Cedar City	UT	84721	(435) 867-5321
10867	David	Green	2170 W 850 N	Cedar City	UT	84721	(435) 867-5321
10868	David	Green	2170 W 850 N	Cedar City	UT	84721	(435) 867-5321
10869	David	Green	2170 W 850 N	Cedar City	UT	84721	(435) 867-5321
5005	Michael	Smith	597 North 1250 West	Centerville	UT	84014	(801) 972-4444
10471	Michael	Smith	597 North 1250 West	Centerville	UT	84014	(801) 972-4444
10472	Michael	Smith	597 North 1250 West	Centerville	UT	84014	(801) 972-4444
10473	Michael	Smith	597 North 1250 West	Centerville	UT	84014	(801) 972-4444
10474	Michael	Smith	597 North 1250 West	Centerville	UT	84014	(801) 972-4444
10410	Robert	Rasmussen	1520 Daniels Way	Heber City	UT	84032	(435) 654-9999
10411	Robert	Rasmussen	1520 Daniels Way	Heber City	UT	84032	(435) 654-9999
9267	Curt	Bracken	401 S. 850 E.	Lehi	UT	84043	(801) 692-1638
9268	Curt	Bracken	401 S. 850 E.	Lehi	UT	84043	(801) 692-1638
10087	Curt	Bracken	401 S. 850 E.	Lehi	UT	84043	(801) 692-1638
3756	Robert	Fairbanks	602 Confluence Ave.	Murray	UT	84123	(801) 506-0027
5612	Robert	Fairbanks	602 Confluence Ave.	Murray	UT	84123	(801) 506-0027
10527	Robert	Fairbanks	602 Confluence Ave.	Murray	UT	84123	(801) 506-0027
10528	Robert	Fairbanks	602 Confluence Ave.	Murray	UT	84123	(801) 506-0027
10529	Robert	Fairbanks	602 Confluence Ave.	Murray	UT	84123	(801) 506-0027
10349	Kurt	Brattos	8415 South 700 West	Sandy	UT	84070	(801) 831-3994
7484	Curt	Bracken	476 E. Riverside Drive	St. George	UT	84790	(435) 628-9866
7485	Curt	Bracken	476 E. Riverside Drive	St. George	UT	84790	(435) 628-9866

#	First Name	Last Name	Address	City	State	Zip	Telephone
7487	Curt	Bracken	476 E. Riverside Drive	St. George	UT	84790	(435) 628-9866
7488	Curt	Bracken	476 E. Riverside Drive	St. George	UT	84790	(435) 628-9866
7489	Curt	Bracken	476 E. Riverside Drive	St. George	UT	84790	(435) 628-9866
9374	Ovi	Podina	278 North Main Street	Tooele	UT	84074	(435) 884-1146
10336	Ovi	Podina	278 North Main Street	Tooele	UT	84074	(435) 884-1146
10337	Ovi	Podina	278 North Main Street	Tooele	UT	84074	(435) 884-1146
10338	Ovi	Podina	278 North Main Street	Tooele	UT	84074	(435) 884-1146
10339	Ovi	Podina	278 North Main Street	Tooele	UT	84074	(435) 884-1146
10764	Ovi	Podina	278 North Main Street	Tooele	UT	84074	(435) 884-1146
3754	Robert	Rasmussen	1721 South 1500 West	Vernal	UT	84078	(435) 789-2929
1980	Greg	Gandee	7551 Fordson Road	Alexandria	VA	22306	(703) 212-7000
1982	Greg	Gandee	7551 Fordson Road	Alexandria	VA	22306	(703) 212-7000
5401	Greg	Gandee	7551 Fordson Road	Alexandria	VA	22306	(703) 212-7000
9285	Greg	Gandee	7551 Fordson Road	Alexandria	VA	22306	(703) 212-7000
7920	Amory	Mellen	1317 Carlton Avenue	Charlottesville	VA	22902	(434) 293-3366
7921	Amory	Mellen	1317 Carlton Avenue	Charlottesville	VA	22902	(434) 293-3366
6857	Kim	Crank	1716 Lambert Ct.	Chesapeake	VA	23320	(757) 382-9516
6858	Kim	Crank	1716 Lambert Ct.	Chesapeake	VA	23320	(757) 382-9516
10093	Kim	Crank	1716 Lambert Ct.	Chesapeake	VA	23320	(757) 382-9516
10094	Kim	Crank	1716 Lambert Ct.	Chesapeake	VA	23320	(757) 382-9516
9768	Scotty	Long	126 Woodside Drive, Suite B	Danville	VA	24540	(434) 835-0212
9769	Scotty	Long	126 Woodside Drive, Suite B	Danville	VA	24540	(434) 835-0212
1975	David	Keys	8116 Arlington Blvd.	Falls Church	VA	22042	(703) 941-4895
3048	Russell	Arbaugh	1847 Jefferson Hwy	Fishersville	VA	22939	(540) 949-8441
1974	Sarah	Reynolds	21 Enterprise Court	Fredericksburg	VA	22405	(703) 490-3355
5980	Sarah	Reynolds	21 Enterprise Court	Fredericksburg	VA	22405	(703) 490-3355
7439	Sarah	Reynolds	21 Enterprise Court	Fredericksburg	VA	22405	(703) 490-3355
7440	Sarah	Reynolds	21 Enterprise Court	Fredericksburg	VA	22405	(703) 490-3355
7441	Sarah	Reynolds	21 Enterprise Court	Fredericksburg	VA	22405	(703) 490-3355
9477	Sarah	Reynolds	21 Enterprise Court	Fredericksburg	VA	22405	(703) 490-3355
10163	Sarah	Reynolds	21 Enterprise Court	Fredericksburg	VA	22405	(703) 490-3355

#	First Name	Last Name	Address	City	State	Zip	Telephone
10689	Sarah	Reynolds	21 Enterprise Court	Fredericksburg	VA	22405	(703) 490-3355
3049	Mark	Holt	3435 Forest Brook Road	Lynchburg	VA	24501	(434) 385-7862
3059	Mark	Holt	3435 Forest Brook Road	Lynchburg	VA	24501	(434) 385-7862
3073	Mark	Holt	3435 Forest Brook Road	Lynchburg	VA	24501	(434) 385-7862
8180	Mark	Holt	3435 Forest Brook Road	Lynchburg	VA	24501	(434) 385-7862
8181	Mark	Holt	3435 Forest Brook Road	Lynchburg	VA	24501	(434) 385-7862
9195	Mark	Holt	3435 Forest Brook Road	Lynchburg	VA	24501	(434) 385-7862
7922	Amory	Mellen	2467 South Seminole Trail	Madison	VA	22727	(540) 948-2291
7923	Amory	Mellen	2467 South Seminole Trail	Madison	VA	22727	(540) 948-2291
9251	John	Sappingfield	12209 Balls Ford Road	Manassas	VA	20109	(703) 968-0505
9252	John	Sappingfield	12209 Balls Ford Road	Manassas	VA	20109	Not Listed
9253	John	Sappingfield	12209 Balls Ford Road	Manassas	VA	20109	(703) 968-0505
9254	John	Sappingfield	12209 Balls Ford Road	Manassas	VA	20109	(703) 968-0505
9255	John	Sappingfield	12209 Balls Ford Road	Manassas	VA	20109	(703) 968-0505
9827	Sharon	Haskell	2419 Westwood Avenue	Richmond	VA	23230	(804) 285-4909
8874	Mark	Pennington	2102 Ruffin Road	Richmond	VA	23234	(804) 748-0716
7680	Mary	Willchinski	9413 Hull Street Road	Richmond	VA	23236	(804) 855-0809
6795	Russell	Arbaugh	3953 Daugherty Road	Salem	VA	24153	(540) 362-4230
6796	Russell	Arbaugh	3953 Daugherty Road	Salem	VA	24153	(540) 362-4230
7182	Russell	Arbaugh	3953 Daugherty Road	Salem	VA	24153	(540) 362-4230
7356	Russell	Arbaugh	3953 Daugherty Road	Salem	VA	24153	(540) 362-4230
7966	Russell	Arbaugh	3953 Daugherty Road	Salem	VA	24153	(540) 362-4230
7967	Russell	Arbaugh	3953 Daugherty Road	Salem	VA	24153	(540) 362-4230
7968	Russell	Arbaugh	3953 Daugherty Road	Salem	VA	24153	(540) 362-4230
7969	Russell	Arbaugh	3953 Daugherty Road	Salem	VA	24153	(540) 362-4230
9859	Russell	Arbaugh	3953 Daugherty Road	Salem	VA	24153	(540) 362-4230
1996	Bill	Price	45570 Shepard Drive	Sterling	VA	20164	(703) 444-6000
4534	Bill	Price	45570 Shepard Drive	Sterling	VA	20164	(703) 444-6000
4956	Bill	Price	45570 Shepard Drive	Sterling	VA	20164	(703) 444-6000
8902	Daniel	Lamm	1052 Portsmouth Boulevard	Suffolk	VA	23434	(757) 925-0606
6653	Mark	Milstead	252 LaGrange Industrial Drive	Tappahannock	VA	22560	(804) 443-2687

#	First Name	Last Name	Address	City	State	Zip	Telephone
8859	Kristen	Crank	1236 Baker Road Suite A	Virginia Beach	VA	23455	(757) 363-0606
4852	Russell	Arbaugh	178 Imboden Drive	Winchester	VA	22603	(540) 662-0609
5075	Daniel	Copeland	8530 George Washington Mem Highway	Yorktown	VA	23692	(757) 877-5037
5237	Mark	Milstead	200-G Commerce Center Circle	Yorktown	VA	23693	(757) 596-8852
5238	Mark	Milstead	200-G Commerce Center Circle	Yorktown	VA	23693	(757) 596-8852
7780	Julie	Ellis	117 Needham Hill Road	Orwell	VT	5760	(802) 775-7567
8126	John	DeGeorge	54 Echo Place	Williston	VT	5495	(888) 766-8911
8128	John	DeGeorge	54 Echo Place	Williston	VT	5495	(888) 766-8911
5399	Lucas	Gonzalez	813 West Heron	Aberdeen	WA	98520	(360) 537-9800
10467	Lucas	Gonzalez	813 West Heron	Aberdeen	WA	98520	(360) 537-9800
7875	Timothy	Roth	3900 Spur Ridge Lane	Bellingham	WA	98226	(360) 733-7788
7876	Timothy	Roth	3900 Spur Ridge Lane	Bellingham	WA	98226	(360) 733-7788
8841	Timothy	Roth	3900 Spur Ridge Lane	Bellingham	WA	98226	(360) 733-7788
10601	Adina	Ciocea	12515 224th Ave E	Bonney Lake	WA	98391	Not Listed
7448	Mike	Mack	1727 East Marine View Drive	Everett	WA	98201	(425) 637-9770
7450	Mike	Mack	1727 East Marine View Drive	Everett	WA	98201	(425) 637-9770
6224	Gregory	Webber	536 W. Deschutes	Kennewick	WA	99336	(509) 582-0166
7996	Gregory	Webber	536 W. Deschutes	Kennewick	WA	99336	(509) 582-0166
5652	Brad	Hix	12704 NE 124th Street	Kirkland	WA	98034	(425) 861-9042
10750	William	Emberlin	2305 Columbia Heights Road	Longview	WA	98632	(360) 425-3331
10751	William	Emberlin	2305 Columbia Heights Road	Longview	WA	98632	(360) 425-3331
10752	William	Emberlin	2305 Columbia Heights Road	Longview	WA	98632	(360) 425-3331
6988	Theresa	Stevens	2305 Columbia Heights Rd	Longview	WA	98632	(360) 425-3331
5618	Howard	Homesley	416 S. Western Ave Ste A	Moses Lake	WA	98837	(509) 765-7582
4873	Timothy	Roth	1500 A East College Way	Mount Vernon	WA	98273	(360) 733-7788
10014	Thea	VanMerrienboer	909 SE Everett Mall Way	Mukilteo	WA	98208	(425) 599-5064
4889	Jay	Olsen	8661 154th Avenue NE Ste 140	Redmond	WA	98052	(425) 867-5035
9217	Jay	Olsen	8661 154th Avenue NE Ste 140	Redmond	WA	98052	(425) 867-5035
4960	Scott	Hufstader	22917 N. E. 16th Pl	Sammamish	WA	98074	(206) 368-4034
10361	Sean	Ryan	765 West Washington Street	Sequim	WA	98382	(360) 912-1412
8500	Fred	Anderson	2503 E Riverside Avenue	Spokane	WA	99202	(509) 535-5440

#	First Name	Last Name	Address	City	State	Zip	Telephone
10777	Fred	Anderson	2503 E Riverside Avenue	Spokane	WA	99202	(509) 535-5440
10482	Elisei	Antim	13411 E Trent	Spokane	WA	99216	(509) 922-2500
10483	Elisei	Antim	13411 E Trent	Spokane	WA	99216	(509) 922-2500
2267	Carl	Sorenson	5111 S. Burlington Way	Tacoma	WA	98409	(253) 383-1776
2271	Carl	Sorenson	5111 S. Burlington Way	Tacoma	WA	98409	(253) 383-1776
2283	Carl	Sorenson	5111 S. Burlington Way	Tacoma	WA	98409	(253) 383-1776
2290	Carl	Sorenson	5111 South Burlington Way	Tacoma	WA	98409	(360) 373-0340
2304	Carl	Sorenson	5111 S. Burlington Way	Tacoma	WA	98409	(253) 383-1776
2307	Carl	Sorenson	5111 S. Burlington Way	Tacoma	WA	98409	(253) 383-1776
5184	Carl	Sorenson	5111 South Burlington Way	Tacoma	WA	98409	(360) 373-0340
7273	Carl	Sorenson	5111 S. Burlington Way	Tacoma	WA	98409	(253) 383-1776
10788	Rick	Dykstra	1240 Industrial Way	Union Gap	WA	98903	(425) 766-6971
10789	Rick	Dykstra	1240 Industrial Way	Union Gap	WA	98903	(425) 766-6971
10880	Rick	Dykstra	1240 Industrial Way	Union Gap	WA	98903	(425) 766-6971
10571	Vinny	Borcsa	5909 NE 152nd Avenue, Suite 220	Vancouver	WA	98682	(360) 696-1311
10572	Vinny	Borcsa	5909 NE 152nd Avenue, Suite 220	Vancouver	WA	98682	(360) 696-1311
6581	Howard	Homesley	1313 Walla Walla Ave	Wenatchee	WA	98801	(509) 884-0224
6582	Howard	Homesley	1313 Walla Walla Ave	Wenatchee	WA	98801	(509) 884-0224
2310	Catherine	Young	3682 Dodge Street	West Richland	WA	99353	(509) 967-3471
10928	Catherine	Young	3682 Dodge Street	West Richland	WA	99353	(509) 967-3471
10929	Catherine	Young	3682 Dodge Street	West Richland	WA	99353	(509) 967-3471
2274	Mike	Mack	15000 Woodinville - Redmond Road N.E.	Woodinville	WA	98072	(800) 767-2332
2285	Mike	Mack	15000 Woodinville - Redmond Road N.E.	Woodinville	WA	98072	(800) 767-2332
8623	Mike	Mack	15000 Woodinville - Redmond Road N.E.	Woodinville	WA	98072	(800) 767-2332
10183	Jason	Baumgartner	1200 Lake Street	Baraboo	WI	53913	(608) 356-8888
10211	Jason	Baumgartner	1200 Lake Street	Baraboo	WI	53913	(608) 356-8888
10212	Jason	Baumgartner	1200 Lake Street	Baraboo	WI	53913	(608) 356-8888
10213	Jason	Baumgartner	1200 Lake Street	Baraboo	WI	53913	(608) 356-8888
10716	Lizz	Drexler	8791 County Rd V	Chili	WI	54420	(715) 743-7007

#	First Name	Last Name	Address	City	State	Zip	Telephone
10603	Clayton	Rzepiejewski	4121 124th St.	Chippewa Falls	WI	54729	(715) 723-9781
10604	Clayton	Rzepiejewski	4121 124th St.	Chippewa Falls	WI	54729	(715) 723-9781
10605	Clayton	Rzepiejewski	4121 124th St.	Chippewa Falls	WI	54729	(715) 723-9781
4671	Todd	Frank	3201 Market Street	Green Bay	WI	54304	(920) 336-7411
5697	Todd	Frank	3201 Market Street	Green Bay	WI	54304	(920) 336-7411
5698	Todd	Frank	3201 Market Street	Green Bay	WI	54304	(920) 336-7411
7502	Todd	Frank	3201 Market Street	Green Bay	WI	54304	(920) 336-7411
8055	Todd	Frank	3201 Market Street	Green Bay	WI	54304	(920) 336-7411
10607	Todd	Frank	3201 Market Street	Green Bay	WI	54304	(920) 336-7411
10609	Todd	Frank	3201 Market Street	Green Bay	WI	54304	(920) 336-7411
10715	Todd	Frank	3201 Market Street	Green Bay	WI	54304	(920) 336-7411
10857	Todd	Frank	3201 Market Street	Green Bay	WI	54304	(920) 336-7411
10858	Todd	Frank	3201 Market Street	Green Bay	WI	54304	(920) 336-7411
10927	Todd	Frank	3201 Market Street	Green Bay	WI	54304	(920) 336-7411
9823	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
9824	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
9825	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
9896	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
9897	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
10027	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
10028	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
10397	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
10398	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
10445	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
10446	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
10447	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
10448	Kevin	Kallas	5860 Saint Lawrence	Hartford	WI	53027	(888) 504-6053
10279	Imad	Achmar	5605 Sheridan Road	Kenosha	WI	53141	(262) 947-4100
7166	Clint	Russell	2004 Ward Avenue	La Crosse	WI	54601	(608) 783-6199
7167	Clint	Russell	2004 Ward Avenue	La Crosse	WI	54601	(608) 783-6199
8157	Clint	Russell	2004 Ward Avenue	La Crosse	WI	54601	(608) 783-6199

#	First Name	Last Name	Address	City	State	Zip	Telephone
8158	Clint	Russell	2004 Ward Avenue	La Crosse	WI	54601	(608) 783-6199
7683	Mark	Cyganiak	2216 Marshall Street	Manitowoc	WI	54220	(920) 682-8668
9497	Mark	Cyganiak	2216 Marshall Street	Manitowoc	WI	54220	(920) 682-8668
3825	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
3828	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
3842	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
5225	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
5690	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
5691	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
7347	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
7602	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
8018	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
8877	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
8878	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
9474	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
10579	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
10829	Mark	Cyganiak	2215 South 162nd Street	New Berlin	WI	53151	(262) 782-3335
8494	Sharon	Gaffney	1300 Capital Drive Ste. 103	Oconomowoc	WI	53066	(262) 723-4444
8495	Sharon	Gaffney	1300 Capital Drive Ste. 103	Oconomowoc	WI	53066	(262) 723-4444
9071	Sharon	Gaffney	1300 Capital Drive Ste. 103	Oconomowoc	WI	53066	(262) 723-4444
10210	Jason	Baumgartner	220 E. Fernau Avenue	Oshkosh	WI	54901	(920) 233-6699
3836	Edward	Schroeder	115 Eastman Street	Plymouth	WI	53073	(920) 893-5518
6495	Todd	Frank	807 Weeks Ave	Superior	WI	54880	(715) 718-4515
7196	Todd	Frank	807 Weeks Ave	Superior	WI	54880	(715) 718-4515
10476	Todd	Frank	807 Weeks Ave	Superior	WI	54880	(715) 718-4515
10477	Todd	Frank	807 Weeks Ave	Superior	WI	54880	(715) 718-4515
7777	James	Bodsberg	540 E. Townline Road	Turtle Lake	WI	54889	(715) 986-2744
7785	James	Bodsberg	540 E. Townline Road	Turtle Lake	WI	54889	(715) 986-2744
8671	James	Bodsberg	540 E. Townline Road	Turtle Lake	WI	54889	(715) 986-2744
8672	James	Bodsberg	540 E. Townline Road	Turtle Lake	WI	54889	(715) 986-2744
8344	Todd	Frank	225005 Lilac Avenue	Wausau	WI	54401	(715) 842-2488

#	First Name	Last Name	Address	City	State	Zip	Telephone
10364	Todd	Frank	225005 Lilac Avenue	Wausau	WI	54401	(715) 842-2488
10365	Todd	Frank	225005 Lilac Avenue	Wausau	WI	54401	(715) 842-2488
10366	Todd	Frank	225005 Lilac Avenue	Wausau	WI	54401	(715) 842-2488
10886	Nick	Kellerstrass	2078 S. 56th St.	West Allis	WI	53219	(414) 206-5600
10392	Kim	Brooks	4410 Duraform Lane	Windsor	WI	53598	(800) 954-9444
10396	Kim	Brooks	4410 Duraform Lane	Windsor	WI	53598	(800) 954-9444
7981	Gene	Small	10477 Williamsport Pike	Falling Waters	WV	25419	(304) 262-2600
7982	Gene	Small	10477 Williamsport Pike	Falling Waters	WV	25419	(304) 262-2600
7983	Gene	Small	10477 Williamsport Pike	Falling Waters	WV	25419	(304) 262-2600
6748	Stephen	Lane	308 Southwest Drive	Cheyenne	WY	82007	(307) 634-2277
8282	Ryan	Lane	308 Southwest Drive	Cheyenne	WY	82007	(307) 234-9499
8744	Jay	Gould	1010 Budge Drive	Jackson	WY	83001	(307) 690-4232
9946	Jay	Gould	1010 Budge Drive	Jackson	WY	83001	(307) 690-4232
7260	Robert	Rasmussen	1901 Foothill Boulevard	Rock Springs	WY	82901	(307) 382-7777
7261	Robert	Rasmussen	1901 Foothill Boulevard	Rock Springs	WY	82901	(307) 382-7777

FDD EXHIBIT E

LIST OF FORMER FRANCHISEES

(As of December 31, 2021)

The following is a compilation of the name, and last known address, and telephone number of every franchisee who has had an outlet terminated, cancelled, not renewed, or otherwise voluntarily ceased to do business under the ServiceMaster Restore® Franchise Agreement(s) or who have not communicated with us within ten weeks of the issuance date. Please note, if you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

# of Franchises	First Name	Last Name	City	State	Phone	Category
1	Tina	Burdine	Foley	AL	(251) 943-3899	Transfer
2	Jeffery	Jackson	Peoria	AZ	(623) 486-0700	Transfer
1	Noah	Means	Phoenix	AZ	(623) 266-6755	Terminated
1	Aaron	Shiah	Ventura	CA	(805) 642-8478	Transfer
1	Brian	Schaumburg	Palmdale	CA	(661) 723-1733	Transfer
2	Jacob	Stanciu	Hesperia	CA	(951) 892-4556	Transfer
2	Jeanaton	Baias	Riverside	CA	(760) 355-2900	Transfer
3	Mark	Bower	Ontario	CA	(800) 376-6678	Transfer
3	Mark	Ralph	Chula Vista	CA	(619) 287-7070	Transfer
1	Maui	Khalil	Thousand Oaks	CA	(805) 496-2620	Terminated
1	Raul	Rivera	Murrieta	CA	(951) 296-1919	Terminated
1	Seoun	Kim	Los Angeles	CA	(323) 730-2000	Transfer
1	Serge	Nerses	Burbank	CA	(818) 937-9575	Transfer
3	Vinny	Borcsa	Riverside	CA	(951) 295-9896	Transfer
1	Brian	Schumacher	Erie	CO	(303) 289-6161	Terminated
3	Brian	Schumacher	Erie	CO	(303) 289-6161	Transfer
1	John	Witkamp	Grand Junction	CO	(970) 255-8611	Transfer
1	Paul	Plouffe	Stratford	CT	(203) 386-1565	Transfer
2	Fonda	Davies	Sarasota	FL	(941) 927-2128	Terminated
1	James	Wormhoudt	Fernandina Beach	FL	(904) 277-2998	Transfer
1	Bryan	Olf	Byron	GA	(904) 524-3325	Transfer
1	Allen	Stern	Waverly	IA	(319) 352-5411	Transfer
1	Chad	Reichert	Cedar Falls	IA	(319) 433-1110	Terminated
1	Keith	Jackson	Bryant	IA	(563) 242-0724	Transfer
1	Ken	Knipper	Earlville	IA	(866) 999-1980	Transfer
1	Imad	Achmar	Des Plaines	IL	(847) 329-0044	Transfer
1	Michael	Simons	Moline	IL	(309) 762-3136	Transfer
1	Tom	Dugan	Attleboro	MA	(508) 222-2978	Terminated
2	Michael	Singer	Baltimore	MD	(410) 563-2600	Terminated
2	John	Patrick	Ferrysburg	MI	(616) 842-3131	Transfer
1	Dick	Schroeder	New Ulm	MN	(507) 354-4233	Transfer
1	Art	Burnau Jr.	Osage Beach	MO	(573) 348-5648	Terminated
3	Jon	Long	Maryland Heights	MO	(314) 739-4741	Terminated
3	Gary	Perrone	Ocean Springs	MS	(228) 872-4747	Transfer
2	Steven	Smith	Garner	NC	(919) 500-2022	Transfer
1	Jeff	Nademus	Rockaway	NJ	(973) 697-6978	Transfer
4	Jesse	Hand	Vineland	NJ	(856) 692-4269	Transfer
1	Ray	Kelly	Riga	NY	(585) 600-9555	Terminated
1	Joseph	Weihbrecht	Dover	PA	(717) 308-0001	Transfer
1	Gregory	Webber	Kennewick	WA	(509) 582-0166	Terminated
3	Gregory	Webber	Kennewick	WA	(509) 582-0166	Transfer

# of Franchises	First Name	Last Name	City	State	Phone	Category
1	Jason	Baumgartner	Oshkosh	WI	(920) 233-6699	Transfer
2	Robert	Bodsberg	Clayton	WI	(715) 231-3200	Transfer
1	Todd	Frank	Green Bay	WI	(920) 336-7411	Terminated

FDD EXHIBIT F

STATE ADDENDA TO DISCLOSURE DOCUMENT AND TO FRANCHISE AGREEMENT

ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

The following information applies to franchises and Franchisees subject to the California Franchise Investment Act. Item numbers correspond to those in the main body:

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 FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3. Item 3 is amended to provide that neither we nor any other person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

3. Item 17.

A. The Franchise Agreement may contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

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

C. Section 31125 of the California Corporations Code requires us to give the Franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

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

E. The Franchise Agreement requires you to sign a general release if you transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

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

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

H. The Franchise Agreement requires binding arbitration to be conducted in the metropolitan area of our then-current principal place of business (currently, Atlanta, Georgia). You 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.

I. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF OUR WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

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

Section 15.3, is amended by the addition of the following language at the end of the paragraph:

> "The Franchisee's obligations stated in this Section 15.3 shall apply only where the fulfillment of such obligations would inherently call upon the Franchisee to disclose and/or use any portion of the Franchisor's trade secrets or other confidential information. All other provisions of this agreement apply and will be fully enforced to the maximum extent permitted by law whether or not California law applies.

The following paragraph shall be added as a new Section 13.8:

> 13.8 "The Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)."

The following paragraphs shall be added as new Sections 14.12 and 14.13:

> 14.12 "Sections 20000 through 20043 of the California Business and Professions Code provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Agreement contains a provision that is inconsistent with the law, the law still controls.
>
> 14.13 "The Agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law."

The following paragraph shall be added as new Section 24.7:

> 24.7 "The Agreement requires binding arbitration. The arbitration will occur in the metropolitan area of the Franchisor's then-current principal place of business (currently, Atlanta, Georgia) with the costs being borne by the non-prevailing party to the arbitration. 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."

The following paragraph shall be added as Section 25.1.1:

> 25.1.1 "The Agreement requires application of the laws of the State of Georgia. This provision may not be enforceable under California law."

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:

By:_____

Title:_____

FRANCHISEE:

_____

By: _____

Title:_____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF HAWAII

The following information applies to franchises and Franchisees subject to the Hawaii statutes. Item numbers correspond to those in the main body:

1. Cover Page

Risk Factors:

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

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

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

REGISTERED AGENT IN THE STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS: COMMISSIONER OF SECURITIRES OF STATE OF HAWAII, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, 335 MERCHANT STREET, ROOM 203, HONOLULU, HAWAII 96813.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

The following information applies to franchises and Franchisees subject to the Illinois Disclosure Act of 1987. Item numbers correspond to those in the main body:

1. Cover Page

The risk factors stated on this cover page may be affected by Illinois law, 815 ILCS §§ 705/4 and 705/41, pertaining to jurisdiction, venue and waiver of rights.

2. Item 5

Item 5 is amended by the addition of the following language to the original language that appears therein:

> ServiceMaster Systems LLC has absolutely and unconditionally guaranteed to assume the duties and obligations of ServiceMaster under the Franchise Agreement should ServiceMaster become unable to perform its duties and obligations. A current Guaranty of Performance executed by ServiceMaster Systems LLC is included in Exhibit B, Financial Statements of this Disclosure Document.

3. Item 17

Item 17v and 17w, under the heading "Renewal, Termination, Transfer and Dispute Resolution", is amended by the addition of the following language to the original language that appears therein:

> "Illinois law applies, subject to the Illinois Franchise Disclosure Act."

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

In recognition of the requirement of the Illinois Franchise Disclosure Act, the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement (the "Agreement") agree as follows:

1. The conditions under which the Franchise Agreement can be terminated and the rights upon nonrenewal may be affected by Illinois Law, 815 ILCS 705/19 and 705/20.

2. Section 25.1 of the Agreement, under the heading "Applicable Law", is amended by the addition of the following language to the original language that appears therein:

   "This Agreement takes effect upon its acceptance and execution by ServiceMaster Clean/Restore SPE LLC, and except for matters governed by the Illinois Franchise Disclosure Act, is to be governed by and construed in accordance with the laws of the State of Georgia it being understood that Illinois courts have jurisdiction and venue in matters concerning Illinois franchisees."

3. Section 27.2 of the Agreement, under the heading "Acknowledgment", is amended by the deletion of the last sentence, pursuant to Section 41 of the Illinois Franchise Disclosure Act.

4. Section 21.2 of the Agreement, under the heading “Entire Agreement” shall not be construed to mean that Franchisee may not rely on representations in the Franchise Disclosure Document that Franchisor provided to Franchisee in connection with the offer and purchase of the franchise granted under the Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Agreement on the same day and year that the Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

The following information applies to franchises and Franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body:

1. Item 17

A. Items 17v and w, under the heading "Renewal, Termination, Transfer and Dispute Resolution", are amended by the addition of the following language to the original language that appears therein:

"The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a lawsuit in Maryland for claims arising under this law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise."

B. Item 17c and 17m, under the heading "Renewal, Termination, Transfer and Dispute Resolution", is amended by the addition of the following language to the original language that appears therein:

"The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

C. Item 17f, under the heading "Renewal, Termination, Transfer and Dispute Resolution", is amended by the addition of the following language to the original language that appears therein:

"The provision in the franchise agreement which provides for termination upon bankruptcy of the franchise may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

This Addendum relates to franchises sold in the State of Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement ("Agreement"), the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement agree as follows:

1. (a) Section 2.3.9 of the Agreement, under the heading "General Release," (b) Section 12.1 of the Agreement, under the heading "Transfer by Franchisor," and (c) Section 12.2.1 of the Agreement, under the heading "Transfer by Franchisee" are amended by the addition of the following language to the original language that appears therein:

> "The general release required as a condition of assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law".

2. Section 25 of the Agreement, under the heading "Applicable Law," is amended by the addition of the following language:

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

3. Section 25.4 of the Agreement, under the heading "Jurisdiction and Venue", is amended by the addition of the following language:

> "The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a lawsuit in Maryland for claims arising under this Law".

4. Section 27 of the Agreement, under the heading "Acknowledgments", is amended by the addition of the following language:

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Agreement on the same day and year that the Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

This Addendum relates to the franchises and Franchisees subject to the Minnesota Franchise Act. Item numbers correspond to those in the main body:

1. Cover Page

Risk Factors:

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

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

2. Item 13

Item 13 is amended by the addition of the following language to the original language that appears therein:

> The Franchisor will protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes of other commercial symbols or indemnify the Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Item 17

Item 17e and f is amended by the addition of the following language to the original language that appears therein:

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

Item 17v and w is amended by the addition of the following language to the original language that appears therein:

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

Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

This Addendum relates to the franchises and Franchisees in the State of Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Franchise Agreement ("Agreement"), the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement ("the Agreement") agree as follows:

Section 6.1 of the Agreement under the heading "Proprietary Marks", is amended by the addition of following language to the original language that appears therein:

> "The Franchisor will protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes of other commercial symbols or indemnify the Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name."

Section 25.1 of the Agreement under the heading 'Applicable Law", is amended by the addition of the following language to the original language that appears therein:

> "Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

Section 2.2 and 13.3 of the Agreement, under the heading "Term and Renewal" and "Termination", respectively, are amended by the addition of the following language to the original language that appears therein:

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

Section 12.2.2.2 of the Agreement, under the heading "Assignment" is amended by the addition of the following language to the original language that appears therein:

> "Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release"

Section 28.2.6 of the Franchise Agreement is hereby deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

The following information applies to franchises and franchisees subject to North Dakota statutes and regulations. Item numbers correspond to those in the main body:

1. Item 17. The following is added to Item 17:

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

b. Any provision of the Franchise Agreement requiring you to execute a general release in is hereby made null and void.

c. Any provision of the Franchise Agreement requiring you to consent to liquidated damages is hereby made null and void pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

d. Arbitration and mediation proceedings shall be conducted within the State of North Dakota.

e. The venue of any litigation arising out of the franchise relationship between you and us will be within the State of North Dakota.

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

g. Any provision of the Franchise Agreement requiring you to consent to a waiver of a jury trial is hereby made null and void.

h. Any provision of the Franchise Agreement requiring you to consent to waiver of exemplary and punitive damages is hereby made null and void pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

This Addendum relates to the franchises and franchisees in the State of North Dakota and is intended to comply with North Dakota statutes and regulations. In consideration of the execution of the Franchise Agreement, the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement (the "Franchise Agreement") agree as follows:

a. Notwithstanding anything to the contrary contained in the Franchise Agreement and franchise disclosure document, the laws of the State of North Dakota shall govern the Agreement.

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

c. Any provision of the Franchise Agreement requiring you to execute a general release in is hereby made null and void.

d. Any provision of the Franchise Agreement requiring you to consent to liquidated damages is hereby made null and void pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

e. Arbitration and mediation proceedings shall be conducted within the State of North Dakota.

f. The venue of any litigation arising out of the franchise relationship between you and us will be within the State of North Dakota.

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

h. Any provision of the Franchise Agreement requiring you to consent to a waiver of a jury trial is hereby made null and void.

i. Any provision of the Franchise Agreement requiring you to consent to waiver of exemplary and punitive damages is hereby made null and void pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

This Addendum relates to the franchises and Franchisees subject to the Rhode Island Franchise Act. Item numbers correspond to those in the main body:

1. Item 17

Item 17v and w is amended by the addition of the following language to the original language that appears therein:

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

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

This Addendum relates to the franchises and Franchisees in the State of Rhode Island and is intended to comply with Rhode Island statutes and regulations. In consideration of the execution of the Franchise Agreement ("Agreement"), the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement ("the Agreement") agree as follows:

Section 25 of the Agreement, under the heading "Applicable Law", is amended by the addition of the following language to the original language that appears therein:

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

The following information applies to franchises and Franchisees subject to Virginia statues and regulations.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any 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.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

This Addendum relates to the franchises and Franchisees subject to the Washington Franchise Investment Protection Act. Item numbers correspond to those in the main body:

1. Item 5

Item 5 is amended by the addition of the following:

> The Washington Department of Financial Institutions Securities Division requires us to defer our collection of the Initial Franchise Fee and the Opening Package fee until we have fulfilled our initial pre-opening obligations under the Franchise Agreement and you have opened your ServiceMaster franchise for business.

2. Item 8

Item 8 is amended by replacing the first sentence in the second paragraph with the following three sentences:

> You must purchase your ongoing supplies, including cleaning solutions and compounds from us, our affiliates, or an approved vendor. Typically, the products that you purchase from us, our affiliates, or approved vendors are priced competitively with similar products sold by other vendors. Currently, the markup on ongoing supplies sold by us or our affiliates typically ranges from approximately 20% to 30% of our or our affiliates' actual costs for such items.

3. Item 17

Item 17d is amended by the deletion of the original language that appears therein and the addition of the following language:

> You may terminate under any grounds permitted by law.

Items 17q and 17r are amended by the addition of the following language to the original language that appears therein:

> Subject to state law.

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON

This Addendum relates to the franchises and Franchisees in the State of Washington and is intended to comply with Washington statutes and regulations. In consideration of the execution of the Franchise Agreement ("Agreement"), the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement ("the Agreement") agree as follows:

The state of Washington has a statute, RCW 19.100.180 which may supersede the 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 Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as deemed by the arbitrator. 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 franchise, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

RCW 19.100.010(7), (12) and Franchise Act Policy Statement 6 may require franchisees who receive financial incentives to refer franchise prospects to the Franchisor to register as franchise brokers in Washington.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Protection Act ("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.

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

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

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

Section 4 of the Franchise Agreement is revised to add the following:

The Washington Department of Financial Institutions Securities Division requires the franchisor to defer collection of the Initial License Fee and the Opening Package fee until the franchisor has fulfilled its initial pre-opening obligations under this Agreement and the franchisee is open for business.

Sections 29.2.2 and 29.2.4 of the Franchise Agreement are hereby deleted in their entirety.

The undersigned does hereby acknowledge receipt of this addendum dated _____.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN

This Addendum relates to the franchises and Franchisees subject to the Wisconsin Administrative Code. Item numbers correspond to those in the main body:

1. Item 17

The Wisconsin Fair Dealership Law supersedes any provisions of the applicant's franchise contract or agreement inconsistent with that law.

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

This Addendum relates to the franchises and Franchisees in the State of Wisconsin and is intended to comply with Wisconsin statutes and regulations. In consideration of the execution of the Franchise Agreement ("Agreement"), the parties to the attached ServiceMaster Clean/Restore SPE LLC Franchise Agreement ("the Agreement") agree as follows:

The Wisconsin Fair Dealership Law supersedes any provisions of the applicant's franchise contract or agreement inconsistent with that law.

SERVICEMASTER CLEAN/RESTORE SPE LLC:	FRANCHISEE:
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FDD EXHIBIT G

OPENING PACKAGE

2022 ServiceMaster Restore Franchise Opening Package

RANGE $85,000 - $135,000

Equipment Description	Minimum Required
Truck Mount	1
Portable Extractor	1
Sealed Extraction Device (weighted)	1
Airmovers	50
Dehumidifiers (LGR or Desiccant)	10
Thermohygrometers (minimum 2 or 1 per service vehicle)	2
Moisture Meters - non-penetrating, penetrating (minimum 2 or 1 per service vehicle)	2
Moisture Probe (minimum 2 or 1 per service vehicle)	2
Wall Drying System (E.G. DriForce and turbo vents or mini-turbo vents)	1
Air Scrubber (500 CFM or greater)	2
HEPA filtered vacuum	2
Products	1 Opening Package
Appropriate safety equipment and current written safety programs (gloves, goggles, respirators, clothing)	Per Employee

FDD EXHIBIT H

SOFTWARE LICENSE AGREEMENTS

FDD EXHIBIT H-1

ESTIMATING AND PRICING SOFTWARE END USER LICENSE AGREEMENT

This is an Estimating and Pricing Software End User License Agreement ("EULA") dated_____, 20___ ("Effective Date") between Xactware, Inc. (hereinafter "Xactware"), and_____ (hereinafter "Licensee").

RECITALS

WHEREAS, Xactware is the owner of certain software, licenses, products, services; and

WHEREAS, Licensee is a franchisee of ServiceMaster Clean/Restore SPE LLC (hereinafter "ServiceMaster") and is being presented with this opportunity as such franchisee; and

WHEREAS, it is the desire of Xactware and of Licensee that Licensee obtain certain limited rights of use of certain Xactware products and services as more fully described in "Schedule A" (hereinafter referred to as "Licensed Product(s)"), which is attached hereto and by this reference incorporated herein;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto intended to be legally bound hereby, agree as follows:

1. SCOPE OF LICENSE.

A. The scope of the license granted is limited to the products and services described in "Schedule A." Xactware grants to Licensee and Licensee accepts from Xactware, a non-transferable and non-exclusive license for Licensee to utilize the Licensed Product(s) within the United States and Canada for internal purposes as defined herein during the term of this EULA for use on computer(s) located at any authorized Licensee office location, or used by any of Licensee's employees so long as Licensee has a License for each end-user to use the Licensed Product(s) (such license hereinafter referred to as the "License(s)").

B. Neither Licensee nor any of its employees, agents, subsidiaries, or independent contractors shall sell, transfer, sub-license, publish, disclose or otherwise make available the Licensed Products, Price Data, Documentation, or services or copies thereof to any party, individual, or entity without the prior written consent of Xactware.

C. Licensee hereby warrants that in no event will Licensee nor any of its employees or authorized agents ever at any time make any attempt to perform automated data collection of information from Xactware's systems, de-compile, reverse engineer, disassemble or create derivative works from the Licensed Products or any other Xactware product, Xactware proprietary or copyrighted materials, including but not limited to price information lists, Price Data and any other applicable data.

D. The parties herein mutually agree that any breach of this Section shall constitute a non-curable breach of this entire EULA for cause and, notwithstanding anything herein to the contrary, this EULA shall automatically terminate, with or without notice. Such non-curable breach of this Section shall entitle Xactware to seek equitable relief and/or remedies at law.

E. Licensee agrees that it will exercise commercially reasonable care and diligence not to pass any computer virus, worm, bug or other computer infection to Xactware. Licensee agrees to adopt and implement commercially reasonable preventative procedures to comply with Licensee's obligations under this Section.

G. Upon Licensee's prior written request, Xactware shall provide training seminars at locations, schedule, and fees to be determined by Xactware.

H. During the term of this EULA, Xactware shall provide online support for Licensed Products to

Licensee's employees twenty-four hours a day via: (i) Xactware's eService Center self-service help desk located on the Internet at www.xactware.com without charge; and (ii) telephonic help desk support available from 6:00 a.m. to 6:00 p.m., Mountain Time, Monday through Friday, excluding holidays, at Twenty Dollars ($20) per call. ServiceMaster's business related support issues shall be directed to ServiceMaster. Licensee shall direct hardware issues to its hardware vendor.

I. Due to the added functionality typically associated with newer versions of the Licensed Product(s), Xactware reserves the right to either provide product support electronically or by telephone: (i) for at least one year after the initial release of the Licensed Product(s); or (ii) for prior versions of the Licensed Product(s) for at least one year after the release of a replacement or updated version of the Licensed Product(s); or (iii) for at least six (6) months after the Licensed Product(s) has been discontinued (general distribution ceased); or (iv) require Licensee to update to the most current supported versions of the Licensed Product(s) prior to providing support.

J. Licensee does not have a license to use and will not use other Xactware products and/or services for which it has not been granted a license.

2. DELIVERY.

A. As soon as mutually agreed but in no event later than thirty (30) days following the Effective Date of this EULA or the Effective Date of an applicable Supplement to this, Xactware shall deliver the Licensed Product(s) to Licensee's single Central Delivery Location as determined by Licensee and given to Xactware, unless otherwise mutually agreed in writing**.**

B. Xactware shall bear all freight, shipping and handling costs for the initial delivery of the Licensed Products via US Postal Service or equivalent carrier.

3. PRICE AND PAYMENT.

A. Licensee shall make payment of the initial and monthly License fees for Licensed Products to Xactware. All payments shall be made to Xactware as set forth in Schedule B, which is incorporated by this reference.

B. The parties understand and agree that in the event any Licensee fails to make payments to Xactware in a timely manner, that Xactware shall notify Licensee of the delinquency. If Licensee fails to pay the delinquent account within thirty (30) days of such notification, Xactware shall have the right to "lock-out" the Licensee's use of the Licensed Products.

C. Initial License fees, monthly License fees, and additional License fees are specified in Schedule B, which is incorporated herein by this reference. Xactware shall have the discretion to increase or decrease license fees as permitted under Schedule B.

D. Licensee shall pay interest to Xactware in the amount of one and one-half percent (1½%) per month on amounts on all invoices not paid when due.

4. PROTECTION OF PROPRIETARY RIGHTS AND CONFIDENTIALITY.

A. Licensee shall treat the following as Confidential Information under the provisions of this EULA:

(i) Any information which has been designated in writing or by appropriate stamp or legend to be of a trade secret or confidential nature;

(ii) Any information that a reasonable business person would understand to be Confidential Information;

(iii) The EULA and each incorporated Exhibit, Supplement, and any applicable amendments thereto; and

(iv) Prices charged by Xactware; and

(v) Amounts paid by Licensee under this EULA and each incorporated Exhibit, Supplement, and any applicable amendments hereto.

B. Licensee expressly acknowledges that the Licensed Product(s), Price Data, and all Documentation hereunder and all copies thereof are proprietary to Xactware and title thereto remains with Xactware. Licensee agrees to protect the confidentiality of the Licensed Product(s), Price Data, Documentation, services, and business trade secrets using the same degree of care, but no less than a reasonable degree of care, as Licensee uses to protect and preserve its own Confidential Information.

C. Licensee may disclose Confidential Information received under this EULA to persons within their organization only if such persons have a need to know and are bound by written instrument to protect the confidentiality of such Confidential Information. The receiving party may use Confidential Information disclosed under this EULA only for the purpose for which it was disclosed.

D. Under the technical support provisions of this EULA, it is acknowledged that Xactware may use technical support by a third party. If so used, the third party shall be bound by a confidentiality agreement with Xactware to protect the Confidential Information of the Licensee.

E. Licensee shall hold in trust and confidence, and not disclose to any person outside its organization, Confidential Information that is disclosed to such party by the other party under the conditions of this EULA.

F. This EULA shall not be construed to grant to either party any patents, copyrights, trademarks, licenses or similar rights to proprietary information or Confidential Information disclosed to such party hereunder. Licensee agrees that the placement of a proprietary right notice by Xactware on any portion of the material provided to Licensee does not mean that the material has been published and will not lessen Licensee's duties under this Section 3.

G. Xactware expressly acknowledges that in the course of Xactware's performance hereunder, Xactware may learn information from Licensee that it knows is confidential, proprietary, or a business trade secret. Xactware will hold all such Confidential Information in confidence. This paragraph is not intended by the parties to limit the distribution of Anonymous Data or Price Data and/or information indirectly affected or altered as a result of the assimilation of pricing data acquired from Licensee through the use of the feedback system employed by Xactware, which data and/or information shall be and remain the property of Xactware.

H. Information about Licensee's customers and claimants and their beneficiaries is protected under the provisions of the Gramm-Leach-Bliley Act ("GLBA"), 15 U.S.C.A. § 6801 et seq., as well as certain regulations implementing GLBA including 16 CFR Part 313. In the course of fulfilling its obligations under this EULA, Xactware may receive from Licensee certain "non-public personal information" (as that term is defined in 16 CFR Section 313.3(n)) about Licensee's customers, claimants and/or beneficiaries of financial products and services offered by Licensee ("Licensee Information"). Xactware shall maintain the confidentiality of Licensee's customer Information and shall not disclose such Licensee Information to any third party except as necessary (i) to fulfill its obligations under this EULA; or (ii) to comply with applicable law, regulation and/or court or administrative order. Xactware shall take reasonably appropriate security measures to (i) assure the security and confidentiality of Licensee Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Licensee Information; and (iii) protect against unauthorized access to or use of such Licensee Information that could result in substantial harm or inconvenience to any of the Licensee's customers.

I. The undertakings and obligations of the parties under this EULA shall not apply to any Confidential Information (excluding Xactware's online and offline software programs and associated documentation which shall remain Confidential Information) which:

(i). Is disclosed in a printed publication available to the public, is described in a patent or a patent application anywhere in the world, or is otherwise in the public domain at the time of disclosure; or

(ii). Is generally disclosed to third parties by the disclosing party without restriction on such third parties; or

(iii). Is approved for release by prior written authorization of the disclosing party; or

(iv). Is required to be disclosed by a governmental agency or by a proper order of a court of competent jurisdiction; provided, however, that the receiving party will use its best efforts to minimize such disclosure and will consult with and assist the disclosing party in obtaining a protective order prior to such disclosure; or

(v). Is in the receiving party's lawful possession prior to the submission thereof by the disclosing party except to the extent it was previously provided by the disclosing party to the receiving party; or

(vi). Is independently developed by the receiving party prior to disclosure by the disclosing party; or

(vii) Has been aggregated to a level where it can no longer be identified as the Confidential Information of the disclosing party.

J. In the event compulsory action is directed to a party by a third person to obtain disclosure of proprietary information, Confidential Information, or a business trade secret of the other party, the party to whom the action is directed shall immediately notify the other and furnish information concerning the nature of the proceedings, the forum, matter number(s), and identification of the parties, counsel, and tribunal involved. Unless otherwise directed by the other party, the party to whom the action is directed will seek reasonable judicial or tribunal protection from disclosure.

K. The confidentiality provisions of this Section 4 are necessary for the protection of the business and goodwill of each party. Each party agrees that any breach of this confidentiality provision or of this EULA will cause the non-breaching party substantial and irreparable harm, and, therefore, in the event of such breach, in addition to any other legal remedies that may be available, the non-breaching party shall have the right to seek injunctive relief and any other equitable remedies to prevent or restrain any breach of this EULA.

5. DATA USE AND OWNERSHIP.

A. Xactware Data for use with Licensed Products.

The Price Data provided by Xactware to Licensee for use with Licensed Products is owned by Xactware and shall not be transferred, copied, or published (other than as part of the Work Product as defined below) by Licensee or any of its employees or agents, in any form or format, without Xactware's express, prior written permission.

B. Anonymous Data and XactAnalysis.

(i) Xactware shall own all Assignment and estimate data from which assignee, assignor, and non-public personally identifiable information has been removed, which was created and/or extracted using the Licensed Product(s) and such data shall be referred to as "Anonymous Data."

(ii) Analytical information on XactAnalysis is owned by Xactware. Use by Licensee of information gathered from XactAnalysis is to be accompanied by appropriate acknowledgement of Xactware's ownership of the information.

C. Work Product created using Xactimate.

Ownership of estimate data generated using Xactimate by Licensee ("Work Product") is shared between the owner of the object of an assignment (e.g., insured), the company with potential financial obligation related to the object of an assignment (e.g., carrier), the entity which produced the Work Product relating to the object (e.g., contractor) and Licensee.

6. SYSTEM REQUIREMENTS.

Licensee shall have and maintain, at minimum, the system requirements identified by Xactware for the

proper operation of the Licensed Product(s) as set forth on www.xactware.com.

7. INDEMNIFICATION BY XACTWARE.

A. Upon reasonable notice, Xactware shall, at its own expense, defend, indemnify, and hold Licensee harmless against any third-party action asserted to the extent that it is based on a claim that use of the Licensed Product(s), Documentation, Price Data, or services provided within the scope of this EULA infringes any patent, copyright, or trademark of any third party. Licensee shall give Xactware notice of any such claim, provide at Licensee's expense such commercially reasonable assistance as Xactware may require, and grant sole control of the defense and settlement of the claim to Xactware.

B. If as a result of any claim of infringement against any patent, copyright, or trademark of any third party, Licensee is enjoined from using the Licensed Product(s), Documentation, Price Data, or services, or if Xactware believes that the Licensed Product(s), Documentation, Price Data, or services is likely to become the subject of a claim of infringement, Xactware at its option and expense shall, procure the right for Licensee to continue to use the Licensed Product(s), Documentation, Price Data, or services, replace and modify such so as to make it non-infringing or terminate this EULA.

C. Xactware shall have no liability for any infringement of patents, copyrights, or trademarks that result from the misuse or modification of the Licensed Product(s), Documentation, Price Data, or services by Licensee, or its employees, agents, subsidiaries, or independent contractors.

D. This Section 7, as limited by Section 9, represents the entire and exclusive obligation of Xactware to Licensee regarding any claim of intellectual property infringement arising under this EULA.

8. INDEMNIFICATION BY LICENSEE.

A. Licensee shall defend, indemnify, and hold harmless Xactware from and against any and all third-party claims or losses (including bodily injury (including death) or damage to property), liabilities, judgments, awards, and costs, including reasonable legal fees and court fees incurred by Xactware, caused by, based upon or arising out of (i) the unlawful or tortious conduct of, or a breach of duty or performance by Licensee, its employees, agents, subsidiaries, or independent contractors pursuant to this EULA, or (ii) a material violation of any statute, ordinance, code or regulation by Licensee that is applicable to this EULA. Xactware shall give Licensee notice of any such claim and provide at Xactware's own expense such commercially reasonable assistance as Licensee may require.

B. The terms of Section 8 shall not limit or otherwise modify Xactware's duties as set forth in Section 7.

9. CLAIMS BY LICENSEE.

In the event Licensee shall assert any claim against Xactware, the total of all such claims shall be limited to the amounts paid by Licensee during the past twelve (12) months under the terms of this EULA. **IN NO EVENT SHALL XACTWARE BE LIABLE FOR LOSS OF PROFIT, GOODWILL OR ANY OTHER GENERAL, SPECIAL, CONSEQUENTIAL, INDIRECT, CIRCUMSTANTIAL OR INCIDENTAL DAMAGES SUFFERED OR CLAIMED BY LICENSEE OR ANY OTHER PERSON, FIRM OR ENTITY AS A RESULT OF LICENSEE'S USE OF THE LICENSED PRODUCTS, DOCUMENTATION, DATA, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER, IRRESPECTIVE OF WHETHER SUCH LOSS OF PROFIT, GOODWILL OR OTHER DAMAGES OF ANY NATURE WAS KNOWN OR COULD HAVE BEEN REASONABLY FORESEEN BY XACTWARE.**

10. XACTWARE'S WARRANTIES.

A. Xactware hereby warrants and represents to Licensee the following:

(i). THE WARRANTIES AND LIMITATIONS SET FORTH IN THIS EULA OR ANY ACCOMPANYING SUPPLEMENT ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER TYPE OF WARRANTY, WHETHER EXPRESS OR IMPLIED.

(ii). Xactware is the owner of all rights and title to the Licensed Product(s), Price Data, Documentation, training, and/or services or otherwise has the right to grant to Licensee the License(s) granted under this EULA without violating any intellectual property rights of any third party.

(iii). If properly Installed and operated by Licensee in conformity with Xactware's instructions, including but not limited to periodic updates, Xactware warrants that the Licensed Product(s) shall perform substantially as described in the applicable Documentation and in conformity with the system requirements described in this EULA or any Exhibit, Schedule or Supplement hereto. Xactware further warrants that the Licensed Product(s) shall function properly in conformity with the description and Documentation as set forth herein and as updated with future releases and upgrades to the Licensed Product(s). Additional statements such as those made in advertising or presentations, whether oral or written, do not constitute warranties by Xactware and should not be relied upon as such.

(iv). Xactware's Licensed Product(s) are of a general nature, and, except to the extent of the warranties provided elsewhere in this Section 10, Xactware does not warrant that the operation of the Licensed Product(s) will meet Licensee's particular application requirements, or that operation of the Licensed Product(s) will be uninterrupted or error-free. Licensee assumes full responsibility for determining suitability of the Licensed Product(s) for Licensee's use.

(v). Xactware does not warrant the accuracy of Price Data. Price Data is intended to be a representation of historical information to be used as a baseline or place to begin creation of an estimate. Licensee assumes full responsibility to ensure the estimate includes pricing consistent with components including but not limited to actual materials, equipment, and labor pricing. Licensee acknowledges and understands that Price Data provided as part of the Licensed Products is intended to target the most representative price of the various price points collected relevant to the specific line item in question. Having this single representative price per line item, computed from all valid price points researched in the market, means that some market price data are higher and some market price data are lower than that which is reported. Licensee agrees not to prohibit or preclude deviations from the Price Data where contractor requirements, market conditions, demand or any other factor warrants the use of a different line item price in the specific situation.

(vi). In the event any Licensed Product hereunder fails to comply with the warranty as described herein as well as in any Exhibit, Schedule, or Supplement hereto, Xactware shall exert commercially reasonable efforts to correct the Licensed Product so that it performs as warranted.

B. Each party to this EULA hereby warrants and represents to the other party the following;

(i). It has the right to enter into this EULA.

(ii). All necessary actions, corporate or otherwise, have been taken to authorize the execution and delivery of this EULA.

(iii). This EULA represents a valid and binding obligation of such party.

(iv). It has complied with and will comply with any and all relevant laws and regulations in performance of its obligations hereunder.

(v). It does not and will not retain any Confidential Information (as defined below) except to the extent and for the duration necessary to perform its obligations under this.

(vi). It has the right to provide and disclose information to the other party pursuant to the terms hereof, including, without limitation, the Confidential Information.

(vii). Its security procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

11. <u>TAXES.</u>

Licensee shall, in addition to the other amounts payable under this EULA, pay all applicable sales and use taxes. Under no circumstances shall Xactware be liable for any penalties, fines, or other such fees incurred due to the failure of Licensee to pay when due any taxes owed by Licensee under this EULA.

12. TERMINATION.

A. All of Licensee's rights to use the Licensed Products granted to Licensee under this Agreement shall terminate upon expiration or termination of this Agreement for any reason. In addition, the term of this EULA shall be coterminous with Licensee's Franchise Agreement with ServiceMaster. This EULA shall also be coterminous with Xactware's Master Product License Agreement with ServiceMaster. The license granted hereunder shall terminate in the event Licensee fails to pay amounts due as defined in this EULA, after the expiration of any applicable grace period as defined within this EULA, or otherwise breaches this EULA.

13. GENERAL.

A. Each party acknowledges that it has read this EULA with its applicable Exhibits, Schedules, and any accompanying Supplement(s) attached hereto and incorporated herein, understands it, agrees to be bound by its terms, and further agrees that it supersedes all other agreements and that it is the complete and exclusive statement of the agreement proposals, understandings, and all other agreements as of the date herewith, oral and written, between the parties relating to this EULA. This EULA, its accompanying Exhibits, Schedules, or any accompanying Supplement(s), may not be modified or altered except by written instrument duly executed by both parties.

B. The obligations of Sections 1, 3, 4, 5, 7, 8, 9, 10 and 13 shall survive the termination of this EULA.

C. Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this EULA, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach or of any other covenant, agreement, term, or condition. Any party, by written notice delivered in the manner provided in this EULA, may, but shall be under no obligation to, waive any duty, obligation, or covenant of the other party. No waiver shall affect or alter the remainder of this EULA, but each and every other covenant, agreement, term, and condition hereof shall continue in full-force and effect with respect to any other then existing or subsequently-occurring breach. Further, any waiver of a covenant, duty, agreement, or condition of this EULA shall not be interpreted to be a waiver of said covenant, duty, agreement, or condition in perpetuity, unless specifically so indicated in writing. To be effective, any waiver must be signed by both parties hereto. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right herein.

D. If any provision of this EULA or any accompanying Supplement or Schedule is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

E. Any other provisions contained herein to the contrary notwithstanding, neither party hereto shall be liable to the other party for loss, injury, delay, or damages, or other casualty suffered or incurred by such other party due to governmental regulations or directions, outbreak of a state emergency, Act of God, war, warlike hostilities, civil commotion, riots, epidemics, storms, fires, strikes, lockouts, and any other similar cause or causes beyond the reasonable control of the party whose performance is affected by such cause or causes.

F. Neither party hereto shall assign, rent, sell, sub-license or otherwise transfer this EULA or any portion thereof without the prior written consent from the other party.

G. Headings are for the convenience of the parties and shall not be used to construe the terms and conditions of this EULA.

H. This EULA and any accompanying Supplement(s) shall be governed and construed for all purposes in accordance with the laws of the State of New York, excluding that body of law applicable to conflicts of law.

I. This EULA shall be effective as of the Effective Date listed in the first sentence of the first paragraph of this Agreement.

J. Those signing this EULA on behalf of their respective companies represent that they have been duly authorized to do so.

Licensee

Name: _____

Signature: _____

Title: _____

Date: _____

SCHEDULE A

LICENSED PRODUCT(S) SELECTION AND SPECIFICATIONS

1. Specifications of Licensed Product(s).

A. The Licensed Product(s) initially Distributed shall be the following:

- ___X___Xactimate
- ___X___XactAnalysis
- _____ XactAnalysis Quality Review Tool
- _____ XactContents

B. XactAnalysis Services. Initial setup and licensing of XactAnalysis services includes the following:

- Generic send work Assignment origination is enabled (secure Web entry).
- One data set.
- Notification of Assignment.
- Receipt of Assignment at field unit.
- Return of completed estimate inclusive of attached documents, sketch, and photos in a JPEG format with an average total file size of three megabytes (MB) for each Assignment.
- Storing estimate in XactAnalysis for up to one year after which Xactware reserves the right to remove the estimate.
- Access to Assignment-tracking information.
- Access to specific pre-formatted claims management and trending reports via XactAnalysis.

SCHEDULE B

TERM, PRICE SCHEDULE AND PAYMENT TERMS

1. Number of Licenses:

Shall be identified in a valid order from ServiceMaster on behalf of Licensee

2. Price: All Prices are quoted in U.S. Dollars.

A. Xactimate and Xactimate Professional shall be limited to one user per license.

B. The monthly cost per Xactimate license shall be_____Dollars (\$____)

C. The monthly cost per Xactimate Professional (As an add-on to an existing Xactimate license) shall be_____Dollars (\$_____) [for a combined cost of \$_____(\$_____+ \$_____]

D. Use of Xactimate and Xactimate Professional shall be paid by Licensee to Xactware monthly in advance. Other quarterly, semi-annual, and annual payment options for Xactimate and Xactimate Professional are available.

E. XactAnalysis Assignments sent to Licensee will be billed to the Licensee user per Table 1 in this Schedule B according to the highest estimate value. Xactimate Assignments as shown in Table 1 below shall be billed to Licensee monthly in arrears based on use.

Table 1.

Estimate Value	\$0-499	\$500-1,999	\$2,000-9,999	\$10,000 ->
Fee	\$	\$	\$	\$

E. Xactware shall have the right to increase or decrease the licensee fees found in this Schedule B only as permitted under the terms of the Master Product License Agreement in effect between Xactware and ServiceMaster.

FDD EXHIBIT H-2

Software License Agreement

This agreement (the "Agreement") entered into this_____day of_____, 20____(the "Effective Date"), by and between ServiceMaster Clean/Restore SPE LLC ("SVM"), a Delaware limited liability company, having its principal office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 and ("Licensee"), a(n) _____ having its principal office at _____ (each a "Party" and collectively the "Parties"), determines the rights and licenses granted to Licensee in the Customized Software (hereinafter defined) supplied by SVM hereunder.

1. Definitions. As used herein, the following definitions shall apply:

1.1. "Commencement Date" means the date that Licensee begins to use the Customized Software.

1.2. "Confidential Information" shall include, to the extent designated by the Disclosing Party: (i) the source or object code in the DASH software or the Customized software; and/or (ii) such other information as Licensee or SVM may consider proprietary or confidential.

1.3. "Confidential Live Claims Data" means live claims data belonging to Licensee that are protected by personal information protection laws.

1.4. "Customized Software" means the customized computer program developed by Developer based on the DASH Software which is to be used by Licensee to track business functions and to interface with SVM.

1.5. "DASH Software" means the existing suite of computer software products created and owned by Developer and marketed as DASH Enterprise, DASH Franchise, DASH Contractor, DASH Thin Contractor, and DASH View.

1.6. "Developer" means Next Gear Solutions, LLC, a Mississippi limited liability company having its principal office at 9 Industrial Park Drive, Suite 110, Oxford, MS 38655.

1.7. "Developer's Trade Marks" means the marks "DASH", "DASH Enterprise", "DASH Franchise", "DASH Contractor", "DASH View", and "DASH Thin Contractor."

1.8. "Documentation" means all manuals, user documentation, and other related materials pertaining to the Customized Software which are furnished to Licensee by SVM in connection with the Customized Software.

1.9. "Master Agreement" means that certain Software Master License Agreement effective September 10, 2014 between Developer and SVM, pursuant to which Developer has granted SVM the right and license to enter into this Agreement and similar agreements between SVM and its franchisees. Licensee is a third party beneficiary under the Master Agreement.

1.10. "Primary Location" means any office or place of business that is designated by Licensee as its primary location for purposes of use of the License rights granted under this Agreement. Secondary Location means any other location at which the Licensee conducts business.

2. Grant of License. Subject to the terms and conditions of this Agreement, SVM hereby grants, and Licensee hereby accepts, a non-exclusive right to use the Customized Software ("License"); it being understood and agreed that such License includes the non-exclusive right to use the DASH Software.

2.1 **Locations.** Subject to the approval of SVM, Licensee shall have the right to designate: (a) one (1) office or place of business as its Primary Location for Licensee's use of the Customized Software, subject to the complete payment of the associated fees hereunder; and (b) additional offices as Secondary Locations, subject to the complete payment of the associated fees hereunder.

2.2 **Documentation.** SVM may provide Documentation to Licensee subject to the terms of this Agreement, in print or electronic form, in connection with the provision of any of the Customized Software. Licensee must not reproduce or create customizations of the Documentation unless Licensee receives prior written approval from SVM.

2.3 **Licensee Use.** Use by Licensee of any of the Customized Software shall be governed by the terms and conditions set forth in this Agreement.

3. Limitations. The rights granted in the Agreement are subject to the following limitations:

3.1 **Dangerous Applications.** Licensee must not provide any Customized Software for use in controlling the operation of equipment in any nuclear facilities, aircraft navigation, aircraft communications or flight control systems, air traffic control, mass transit, medical equipment (FDA class 2 or 3 or equivalent), or weapons systems, or in any other inherently dangerous applications in which the failure of the Customized Software could lead directly to death, personal injury, or severe physical or environmental damage, unless Developer creates any of the Customized Software for such use and certifies to Licensee in writing that the Customized Software may be used for an application under the subsection.

3.2 **Full Functionality.** Licensee shall not adversely affect the full functionality of any of the Customized Software or alter any information within any of the Customized Software.

4. Developer's Services.

4.1 **Setup.** When Licensee executes this agreement, SVM shall schedule setup services for each Primary Location. All set-up services shall be scheduled in accordance with an SVM system-wide Roll-Out Schedule to be agreed upon between SVM and Developer. Licensee must pay the Initial Fee defined in Section 6.1 not less than 30 days prior to the schedule setup date,

4.2 **General Upgrades.** SVM shall provide Licensee access free of charge to all general software upgrades and updates to the Customized Software that shall be created from time to time by Developer and made available to SVM.

4.3 **Technology Support (Service Levels).** Under the Master Agreement, Developer has agreed to provide the technology support and comply with the service levels set forth on Exhibit A, attached hereto and incorporated by reference herein.

4.4 **User Technology Requirements.** Licensee shall meet the User Technology Requirements set forth in Exhibit B, attached hereto and incorporated by reference herein.

5. Intellectual Property.

5.1 **Computer Code.** The object code and the source code used in the DASH Software and Customized Software is proprietary to the Developer and title to it remains with the Developer. Developer exclusively retains all applicable rights in, and protections for, copyrights, trade secrets, patents, trademarks and other intellectual property rights in the source code and object code used in the DASH Software and Customized Software and any modifications or enhancements thereof, whether initiated by Developer, made at SVM's request, or otherwise undertaken, and nothing in this Agreement shall be construed to limit Developer's right or ability to use, reproduce, license, market, or distribute: (i) the object code or source code in the DASH Software or Customized Software; or (ii) any derivative software based on the DASH Software or Customized Software; nor shall Licensee have any such rights in: (i) the object code or source code in the DASH Software or Customized Software; or (ii) any derivative software based on the DASH Software or Customized Software.

5.2 **Documentation.** The Documentation is proprietary to Developer and right and title to it remains with the Developer. Developer exclusively retains all applicable rights in, and protections for, copyrights, trade secrets, patents, and other intellectual property rights in the Documentation and any modifications or enhancements thereof, whether initiated by Developer, made at SVM's request, or otherwise undertaken, and nothing in this Agreement shall be construed to limit Developer's right or ability to use, reproduce, license, market or distribute the Documentation any products based on the Documentation.

5.3 **Trade Marks.** Developer's Trade Marks are proprietary to the Developer and title to them remains with the Developer. Developer exclusively retains all applicable rights in, and protections for, copyrights, trademarks and other intellectual property rights in Developer's Trade Marks. SVM's Trade Marks are proprietary to SVM and title to them remains with the SVM. SVM exclusively retains all applicable rights in, and protections for, copyrights, trademarks and other intellectual property rights in SVM's Trade Marks. The Parties acknowledge that the Customized Software will be exclusively marketed by SVM under the "SVM" trade mark, and that the Customized Software is a customized version of the DASH Software.

5.4 **Trade Secrets.** Licensee acknowledges and agrees that the source code and object code in the DASH Software and Customized Software are Developer's exclusive property and constitute a valuable trade secret of Developer.

5.5 **Security.** Licensee agrees to secure and protect the Customized Software and Documentation in a manner consistent with the maintenance of Developer's rights therein and to take appropriate action by instruction or agreement with its employees, agents, or consultants who are permitted access to the customized Software and Documentation to satisfy Licensee's obligation hereunder.

5.6 **No Modifications.** Licensee may not alter, change, enhance, re-program or otherwise modify in any manner the DASH Software or Customized Software, or any portion thereof or decompile, disassemble or reverse engineer the DASH Software or Customized Software, or any portion thereof or author, develop or create derivative works based on the DASH Software or Customized Software.

6. License Fees. The timely payment of fees hereunder is of the essence to this Agreement. Licensee shall be responsible for tendering the fees set below to SVM in a timely manner. Failure to make timely payments hereunder shall be considered a material breach of this Agreement.

6.1 **Initial Fee.** Upon execution of this Agreement, Licensee shall pay a one-time fee of Three Thousand Five Hundred Dollars ($3,500) (the "Initial Fee") per Primary Location. In the event that Licensee elects to operate the Customized Software at one or more Secondary Locations, License shall not be assessed an Initial Fee for any Secondary Location.

6.2 **Monthly Fee.** Licensee shall pay ongoing fees of Four Hundred Dollars ($400) per month per Primary Location ("Monthly Fees"). In the event that Licensee elects to operate the Customized Software at one or more Secondary Locations, License shall pay Monthly Fees of Fifty Dollars ($50) per month per Secondary Location.

7. Timing. All recurring Monthly Fees shall be due on the first day of the month for which payment is being made (i.e., October payments shall be due on October 1st, etc.). The Initial Fee shall be due on the Effective Date of this Agreement.

8. Developer's Services. Licensee shall pay Developer directly for any training or additional services that Developer offers from time to time in connection with the Customized Software or DASH Software. Additional services are those services not described in Exhibit A. SVM will assist Licensee in obtaining a pricing list from Developer for any proposed additional services. Set up services described in Section 4.1 are included in the initial fee set forth in section 6.1.

9. Term. Unless otherwise terminated or canceled as provided herein, the term of this Agreement (the "Term") and of the License rights granted hereunder shall commence on the Commencement Date and shall terminate on September 9, 2019.

10. Maintenance Of and Access To Data.

10.1 **Confidential Live Claims Data.** Confidential Live Claims Data belonging to Licensee and which is stored on one or more databases, shall remain the sole property of that Licensee. Under the Master Agreement, in the event that Developer's consumer notification obligations are triggered under any jurisdiction due to unauthorized access of data stored on any database, Developer shall notify SVM and all affected Franchisees; and SVM and all affected Franchisees, at Developer's sole cost and expense, shall offer Developer reasonable cooperation and assistance so that Developer may satisfy any of Developer's obligations to notify any other entities and individuals required by law.

10.2 **Insolvency or Inoperability.** Under the Master Agreement, in the event Developer is adjudicated insolvent by a government or judicial agency pursuant to Chapter 7 of Title 11 of the United States Code or Developer is unable to continue servicing SVM and Licensee under the terms of this Agreement, Developer shall provide SVM a copy of Licensee's database containing all Licensee data necessary to continue use of the Customized Software, unless SVM has first failed to timely pay Developer any fees hereunder or Licensee is in default of any other provision of this Agreement and such default has not been cured within 90 days after Developer gives SVM written notice thereof.

11. Information Security. Under the Master Agreement, Developer has agreed to implement and maintain security controls and measures that meet or exceed all reasonable disaster recovery and restoration industry standards and protocols, it being understood and agreed that all such reasonable standards and protocols of the disaster recovery and restoration industry shall include all data security requirements of property and casualty insurers with whom members of the disaster recovery and restoration industry customarily do business.

12. Confidentiality.

12.1 Confidential Information – Mutual

(a) During the Term of this Agreement, each Party will have access to and contact with Confidential Information of the other Party. The Parties will not, during the Term or at any time thereafter, disclose to others, or use for either Party's benefit or the benefit of others, any Confidential Information of the other Party. The Parties will protect the confidentiality of all Confidential Information using each Party's best efforts, and will use Confidential Information only as reasonably necessary to effect the terms of this Agreement.

(b) For purposes of this Agreement, "Confidential Information" will mean, by way of illustration and not limitation, all information (whether or not patentable and whether or not copyrightable) concerning the business of each Party and its customers, Work Product, written records pertaining to Work Product, vendor information, apparatus, equipment, trade secrets, processes, research, reports, technical data, formulas, know-how, technology, marketing or business plans, forecasts, tax information, unpublished financial information or business results, budgets, prices, costs and employee lists that are communicated to, learned of, developed or otherwise acquired by a Party.

(c) The Parties' obligations under this Section 12 will not apply to any information that: (i) was rightfully possessed by one Party before it was received from the other; (ii) is independently developed by one Party without reference to the other's Confidential Information; (iii) is subsequently furnished to a Party by a third party not under any obligation of confidentiality with respect to such information or data, and without restrictions on use or disclosure; or (iv) is or becomes public or available to the general public other than through any act or omission of a Party.

(d) Each Party represents to the other that its performance under this Agreement does not, and will not, breach any agreement that obligates it to keep in confidence any trade secrets or confidential or proprietary information of its own or of any third party or to refrain from competing, directly or indirectly, with the business of any third party. Neither Party will disclose to the other any trade secrets or confidential or proprietary information of any third party.

(e) The Parties acknowledge that the Parties from time to time may have agreements with other persons that impose obligations or restrictions on them regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. The Parties agree to be bound by all such obligations and restrictions that are known to the Parties and to take all action necessary to discharge the obligations of the Parties under such agreements.

(f) Upon termination or expiration of this Agreement for any reason, and in any event upon either Party's request, all Confidential Information and all other information of one Party held by the other Party (in all forms and types of media) will be returned to the other Party or disposed of in such manner as the other Party dictates.

12.2 **Remedies.** The Parties acknowledge that any breach of the provisions of this Section 12, may result in serious and irreparable injury to a Party for which such Party may not be adequately compensated by monetary damages alone. The Parties agree, therefore, that, in addition to any other remedy it may have, the Parties will be entitled to enforce the specific performance of this Agreement and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages.

12.3 **Parties' Personnel.** Each of a Party's personnel performing Services, whether an employee of the Party or otherwise, will be made aware of and subject to the provisions of this Section 12, and each Party agrees to indemnify, defend and hold harmless the other Party for any loss, cost, or damage (including reasonable attorneys' fees and costs) incurred by or assessed against either Party as a result of or in connection with any failure of any such individual to comply with the requirements of this Section 12.

13. Research and Analysis. Under the Master Agreement, Developer has reserved (and therefore Licensee grants to Developer) the right to access and use Confidential Live Claims Data stored on the database for the limited purpose of research and analysis related to the industry as a whole. Any reports, presentations or other materials containing information derived from Confidential Live Claims Data stored on the databases shall not be disclosed to any Party unless (a) Confidential Live Claims Data contains no identifying information that would reasonably identify it as belonging to Licensee, and (b) Confidential Live Claims Data is used only in the aggregate.

14. Privacy and Data Use Policy. All data of Licensee collected by SVM or to which SVM has access in connection with the Customized Software shall be subject to the SVM Privacy and Data Use Policy in effect from time to time between SVM and its Franchisees. Changes to the SVM Privacy and Data Use Policy will be discussed with the National Franchise Counsel and notice will be provided prior to implementation of changes to that policy.

15. Warranty.

15.1 **Developer's Warranty.** Under the Master Agreement, Developer has made the following warranties:

(a) Developer covenants and warrants that it will comply at all times with all applicable laws and regulations of any jurisdiction in which a License is in effect, including all laws relating to data protection and privacy.

(b) Developer warrants that its Services will be performed in a professional and workmanlike manner in accordance with applicable professional standards.

(c) Developer warrants that the Customized Software meets all performance, functionality and technical requirements required under the Master Agreement.

(d) Developer warrants that Developer is the sole owner of the Customized Software, including all DASH Software incorporated into the Customized Software and that the Customized Software does not infringe the intellectual property rights of any third party.

DISCLAIMER. THE PRECEDING ARE DEVELOPER'S ONLY WARRANTIES CONCERNING ITS SERVICES AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

15.2 **No Representations or Warranties by Licensee.** Licensee must not make any representation or warranty with respect to any of the Customized Software on SVM or Developer's behalf.

16. Indemnity.

16.1 **Mutual Indemnity.** Each Party (the "**Indemnitor**") will indemnify, defend and hold harmless the other Party (the "**Indemnitee**"), its directors, officers, shareholders, employees and agents, from and against any third party claims, demands, loss, cost, damage, expense or liability (including reasonable attorneys' fees and costs) assessed against or incurred by the Indemnitee to the extent arising out of or related to: (i) bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of the Indemnitor; (ii) the Indemnitor being deemed not to be an independent contractor of the Indemnitee; or (iii) a breach by the Indemnitor of the representations and warranties in this Agreement ("**Claim**").

16.2 **Licensee's Indemnity.** Licensee (the "**Indemnitor**") shall defend, indemnify and hold harmless SVM and Developer (each, the "**Indemnitee**"), their directors, officers, shareholders, employees and agents, from any claim from a third party arising as a result of: (i) Licensee installing any Customized Software outside generally accepted industry standards; and software virus introduced by Licensee to Customized Software; (ii) Licensee's acts and omissions in connection with this Agreement; and (iii) any loss or damage suffered by SVM or Developer, for which Licensee has been compensated by a third party, which SVM or Developer would not have suffered if SVM or Developer were a third party beneficiary, if the law governing Licensee's agreement with SVM prevents SVM or Developer from being a valid third party beneficiary of Licensee's agreement with SVM ("**Claim**").

16.3 **Developer's Indemnity.** Under the Master Agreement, Developer (the "**Indemnitor**") has agreed, inter alia, to indemnify, defend and hold harmless SVM (the "**Indemnitee**"), its directors, officers, shareholders, employees and agents, from and against any third party claims, demands, loss, cost, damage, expense or liability (including reasonable attorneys' fees and costs) assessed against or incurred by the Indemnitee to the extent arising out of or related to: any claim that the Customized Software or other materials delivered under the Master Agreement or prepared for SVM as part of the Master Agreement infringes any copyright, patent, trade secret or other proprietary right of any third party ("**Claim**").

16.4 **Claims.** If any Claim is brought or asserted against an Indemnitee, Indemnitor shall retain counsel to represent Indemnitee and Indemnitor shall control the proceeding but shall regularly consult with Indemnitee and its counsel regarding the defense. The Indemnitee shall have the right to participate in such defense through counsel of its own choosing at Indemnitee's sole expense if the Claim or settlement thereof could result in the imposition of an injunction or other equitable relief on or materially interfere with the business or operations of Indemnitee. In no event shall Indemnitor consent to an entry of judgment or enter into any settlement agreement that does not include a full release of Indemnitee. To receive the foregoing indemnity, the Indemnitee must promptly notify the Indemnitor of a claim or suit and provide reasonable cooperation and authority to defend and/or settle the claim or suit. The Indemnitor shall not enter into any settlement agreements related to this indemnity that have an impact, monetary or otherwise, on the Indemnitee, without receiving the prior written consent of the Indemnitee, with such consent not to be unreasonably withheld.

17. Termination.

17.1 **Termination.** SVM may terminate this Agreement and any license granted hereunder, if:

(a) Licensee fails to timely pay SVM any fees hereunder; provided, however, before terminating the Agreement and halting service for non-payment, SVM agrees to provide Licensee with written notice thirty (30) days in advance of any such termination; and if Licensee pays outstanding balances in full prior to the expiration of thirty (30) days, termination for non-payment will be avoided;

(b) Licensee is in default of any other provision of this Agreement and such default has not been cured within 90 days after SVM gives Licensee written notice thereof;

(c) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law;

(d) Licensee is in default of any provision of any ServiceMaster Franchise Agreement or any related agreement(s) in effect between SVM or any SVM affiliate(s) and such default has not been cured within the time period required under said ServiceMaster Franchise Agreement or other agreement(s); or

(e) Licensee, for any reason, ceases to be a franchisee of SVM.

17.2 **Rights upon Termination.** In the event of termination of this Agreement pursuant to Section 17.1, SVM may:

(a) Declare all amounts owed hereunder to SVM to be immediately due and payable (including all payments which are or would have been become due and payable under Section 6 were this Agreement not to have been terminated prematurely), provided however, if Licensee has paid all fees identified in Section 6.1, and Licensee has made payments under Section 6.2 for 24 months, then amounts owed under this section (a) are limited to amounts due but unpaid as of the date the agreement is terminated;

(b) Require the Licensee to cease any further use of the Customized Software, Documentation or any portion of the Customized Software or Documentation;

(c) Cease performance of all of SVM's obligations hereunder without liability to Licensee; and

(d) Require the immediate return or destruction of any and all copies of the Documentation, Customized Software, and upgrades or modifications to Customized Software.

17.3 **Rights Cumulative.** SVM's foregoing rights and remedies under Section 17.2 shall be cumulative and in addition to all other rights and remedies available to SVM in law and in equity.

17.4 **Termination of Master Agreement.**

(a) Under the Master Agreement, SVM has the right to terminate the Master Agreement with or without cause at any time on or after September 10, 2017. In the event that SVM exercises this right under the Master Agreement, then SVM shall also have the right to terminate this Agreement upon nine (9) months prior written notice to Licensee (for example, if SVM exercises its right to terminate the Master Agreement as of an effective date of termination of September 10, 2017, then SVM must give Licensee notice of termination of this Agreement at least nine (9) months prior to such effective date of termination).

(b) Under the Master Agreement, SVM also has the right to terminate the Master Agreement if Developer breaches any obligation set forth in the Master Agreement and subsequently fails to cure such breach within 90 days of being provided written notice thereof by SVM. In the event that SVM exercises this right under the Master Agreement, then SVM shall also have the right to terminate this Agreement immediately upon the effective date of termination of the Master Agreement. SVM will provide notice to the National Franchise Counsel of a pending termination pursuant to this Section 17.4(b) relating to Developer defaults of its obligations under the Master Agreement at least 60 days prior to the termination date. Provided however, the failure to provide notice to the National Franchise Counsel will not prevent SVM from exercising its right to terminate this Agreement.

In the event of a termination pursuant to Section 17.4, SVM will require that Developer provide Licensee its data in a usable format without charge for transfer to a different platform to the extent that such a requirement is included in the Master Agreement.

17.5 **Termination for Convenience by Licensee.** At any time on or after the third (3rd) anniversary of this Agreement, Licensee shall have a right to terminate this Agreement for convenience upon twelve (12) months prior written notice to SVM (for example, if Licensee desires to terminate this Agreement on the third anniversary date of execution of this Agreement, then Licensee must give notice of termination to SVM at least 12 months prior to such third anniversary date).

17.6 **Obligations of Licensee upon Termination of the Master Agreement by SVM or Termination for Convenience by Licensee.** In the event that SVM terminates this Agreement after terminating the Master Agreement pursuant to Section 17.4 or in the event that Licensee terminates this Agreement for convenience under Section 17.5, SVM may:

(a) Require Licensee immediately to pay SVM all outstanding amounts due and payable under this Agreement as of the effective date of termination;

(b) Require Licensee to cease any further use of the Customized Software, Documentation or any portion of the Customized Software or Documentation;

(c) Require the immediate return or destruction of any and all copies of the Documentation, Customized Software, and upgrades or modifications to Customized Software;

And, except as otherwise provided in this Section 17, the Parties shall have no further obligations to each other under this Agreement.

17.7 **Confidentiality**. All obligations of both Parties under Section 12 shall survive termination of this Agreement.

18 **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, SVM'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY LICENSEE TO SVM UNDER THIS AGREEMENT.

NOTWITHSTANDING ANY PROVISON IN THIS AGREEMENT TO THE CONTRARY, THE FOREGOING LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 18 SHALL NOT APPLY TO:
(A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN SECTION 16 OF THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN SECTION 12 OF THIS AGREEMENT.

19 **Insurance Coverage.** Under the Master Agreement, Developer is required to maintain the following insurance:

19.1 **Workers Compensation Insurance**, including occupational disease and employers liability insurance, as well as such other similar insurance as may be required by the state in which Developer operates, at the statutory limits for workers compensation, and employers liability at a minimum limit of One Million Dollars ($1,000,000);

19. 2 **Commercial General Liability Insurance** (including, but not limited to contractual and product liability, and completed operations coverage) with a minimum of Five Million Dollars ($5,000,000) per occurrence limit (which coverage can be maintained through primary and umbrella policies.

19.3 **Professional Liability Coverage.** Either professional liability coverage or errors and omissions coverage insuring Developer for negligent acts and errors or omissions arising out of the performance of Developer's Services under this Agreement, with limits of not less than Three Million Dollars ($3,000,000) per claim and in the aggregate. Such coverage shall include network security and privacy liability "network privacy" covering the unauthorized disclosure or misappropriation of SVM Data and shall be extended to cover third-party liability arising from identity theft and unauthorized disclosure of private information.

20 **Statute of Limitations.** Any claim arising out of or related to this Agreement must be brought no later than one year after it has accrued.

21 **Sole Agreement.** This Agreement is the sole agreement between the Parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either Party. This Agreement may be amended only by a writing executed by the authorized representative of both Parties.

22 **Assignment.** With the prior express written consent of SVM, Licensee may assign this Agreement and any license granted hereunder to a third party, provided such third party expressly assumes, in writing, all rights, obligations, and duties of Licensee hereunder and provided, further, that such third party pays any installation, reconfiguration, transfer or other fees, the total of which may not exceed the then current Initial Fee (or any combination of then current fees that encompass the services covered in the Initial Fee, that may be assessed by Developer or SVM in connection with such assignment.

23 Jurisdiction and Dispute Resolution.

23.1 **Entire Agreement; Governing Law.** This Agreement constitutes the entire and final agreement between the Parties with regard to the subject matter hereof. No waiver, consent, modification or change of terms of this Agreement will bind either Party unless agreed upon in writing and signed by both Parties, and then such waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, except for the conflict of laws provision. In connection with this Agreement, the Parties consent to the personal jurisdiction of, and venue in, the courts located in the metropolitan area of SVM's then-current principal place of business (currently, Atlanta, Georgia).

23.2 **Mediation.** Except for disputes arising out of or relating to the Confidentiality, Intellectual Property or Information Security sections of this Agreement, the Parties must mediate any other dispute arising out of or relating to this Agreement before commencing any arbitration as set forth in Section 23.3, below. No Party to this Agreement can demand mandatory arbitration against the other Party without first participating in mediation, unless a Party refuses to submit to mediation and legal action is brought to specifically enforce this mandatory mediation provision of this Agreement. If the Parties cannot agree upon the person to act as the mediator within twenty (20) business days from notice of a request for mediation, then the American Arbitration Association will select a person to act as the mediator. The mediator's charges and expenses will be split by the Parties on a 50/50 basis. Each Party will be responsible for its own attorneys' fees and costs at mediation. Any such mediation must be completed within sixty (60) days following appointment of the mediator. Should the dispute not be resolved by mediation, the Parties agree to submit any dispute arising between the Parties relating in any way to binding arbitration in accordance with Section 23.3, below.

23.3 **Arbitration.** Except for disputes arising out of or relating to the Confidentiality, Intellectual Property or Information Security sections of this Agreement, any controversy, dispute or claim arising out of or relating to this Agreement or any tort, statute, or otherwise ("Claim") will be settled by binding arbitration in the metropolitan area of SVM's then-current principal place of business (currently, Atlanta, Georgia). Such arbitration will be conducted in accordance with the rules of the American Arbitration Association except that a written opinion of the arbitrator must be delivered to the Parties regardless of any rules to the contrary. The Parties will agree upon one arbitrator to settle the controversy or claim, provided that if the Parties are unable to agree upon an arbitrator within twenty (20) business days, they will accept an arbitrator appointed by the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. § 1-16, to the exclusion of state laws inconsistent therewith. Any award rendered by the arbitrator will be conclusive and binding upon the Parties hereto and a judgment upon the award will be entered in any court having jurisdiction thereof. This provision for arbitration will be specifically enforceable by the Parties and the decision of the arbitrator in accordance herewith will be final and binding. The arbitrator's charges and expenses will be split by the Parties on a 50/50 basis. Each Party will be responsible for its own attorneys' fees and costs at arbitration.

23.4 **Class Action Waiver**. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple-plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO

LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

24 **Waiver.** The waiver by either Party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

25 **Enforceability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

26 **Waiver of Liability.** Licensee waives liability of SVM for Developer's breach of the obligations and warranties that are identified in this Agreement as being obligations or warranties of Developer under the Master Agreement. Licensee acknowledges that Licensee is a third party beneficiary under the Master Agreement; and Licensee agrees that Licensee's only recourse for breach of such obligations or warranties shall be against Developer directly.

27 **Notice.** Notices required under this Agreement shall be sent to a Party at its address set forth above via personal delivery, over-night delivery, certified mail – return receipt requested, fax or email.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first set forth above.

"Licensee"	**"SVM"**
_____ _____	ServiceMaster Clean/Restore SPE LLC
By:_____	By: _____
Its:_____	By: _____
Date:_____	Date: _____

Exhibit A Technology Support (Service Levels)

Availability	The system should be available 24x7 and 365 days a year.
Availability	The system should have 99.99% uptime per month, this shall not be cumulative.
Availability	Daily full data backups with 30 minute incremental backups should be taken.
Availability	Developer will work with Licensee to create and generate a manual report or reports that provide(s) the information needed for Licensee to operate in the event of a catastrophe where Licensee is not able to connect to the DASH Software system. Licensee's responsibility shall be to have the report printed and available in a secure place and updated as required in case Licensee needs it.
Availability	Any planned system outages should be communicated at least one week in advance unless otherwise agreed to by ServiceMaster. Unplanned system outages should be immediately communicated to the business program manager and call center manager. The business should push those communications to any users of the system.
Availability	There shall be no leads lost during down-time. No more than 15 minutes of data shall be lost for any single user in the system.
Availability	The System should notify users of both planned and unplanned outages.
Availability	During a catastrophic event, system must be capable of supporting peak usage.
System Performance	Next Gear and SVM will conduct quartile reviews of system performance and will identify areas that need improvement and agree on a timeframe for delivery
Disaster Recovery	In the case of a declared disaster, the system shall provide a 30 minute Recovery Time Objective and 15 minute Recovery Point Objective.

Requirement	**Requirement Details**
24 Hours/Weekday Live Support	Response time of ≤ 5mins for minimum of 97% of live support requests.
On-Demand, One Click Screen Sharing Support	NextGear will have agents available for screen share support during all hours where support is available.
Ongoing Training Classes	NextGear will publish a schedule of classes, document where each franchisee is in the process and provide reports.
Instructor-led Role-Based Training	NextGear will provide training as mutually agreed upon with ServiceMaster.
Modular Training Videos	
Role-Based Training Videos	
Training Manuals	All training manuals and materials will be made current prior to each software release.
24 Hour Emergency Phone Response	All issues mutually agreed upon as emergencies will receive emergency phone support 24 hours/day/7 days/week. User will receive an acknowledgement within 15 minutes.
On-site training or regional training, actual travel costs will be paid, including airfare, food, rental cars, fuel and other actual costs	
Provide a trainer to come and train at Academy in Memphis not more than twenty-four (24) days per year.	Provide on-site training at the Disaster Restoration Academy on site in Memphis. Training curriculum to be developed in conjunction with ServiceMaster. Training will not exceed twenty-four (24) days per year.

EXHIBIT B

User Technology Requirements

Requirement	Requirement Details
NextGear will provide ample notice of any changes in requirements to allow ample time for franchisees to be able to make reasonable hardware or bandwidth upgrades	Provide written notice to SVM 6 months prior to any changes in hardware or bandwidth requirements.
DASH requires either a PC or MAC, but some functionality is available only on PC or only on MAC	If at any point NextGear will only support one platform, ServiceMaster requires 6 months' notice. ServiceMaster understands that some integrations are only available on PC and future integrations may only be available on MAC or PC
NextGear recommends: 2 GB of RAM and a minimum 1.6Ghz Processor	Provide written notice to SVM 6 months prior to any changes in hardware or bandwidth requirements.
Internet Access: Next Gear recommends a connection speed of 5 Mbps download and 1.5 Mbps upload, OR Broadband cards with 1.5 Mbps down and 0.5 Mbps up have been tested and do work	Provide written notice to SVM 6 months prior to any changes in hardware or bandwidth requirements.
DASH recommends Mozilla Firefox for an internet browser	NextGear will attempt to support all current widely available browsers and will advise of any performance issues related to DASH with said browsers.

Exhibit C - Privacy and Data Use Policy

ServiceMaster Privacy and Data Use Policy
Respond and Restore Systems

ServiceMaster acknowledges the importance of protecting the privacy of information entered into the system as well as the value that can come from analyzing and using this data to enhance the brand. Our goal is to maximize the value of the data while at the same time protecting disclosure that is harmful to the brand. In order to ensure that potential data uses serve this goal, ServiceMaster will share potential opportunities and seek input from the National Franchise Council ("NFC"). ServiceMaster will continue its periodic consultation and discussion of data uses with the NFC and seek consensus on proposed changes to this data use policy. ServiceMaster pledges to carefully exercise its discretion to identify appropriate uses of the information, and will provide not less than 90 days' notice of changes to this data use policy to the NFC.

Currently we expect that the data will be used in the following manner:

- Claim Review
- Quality Control/SLA Compliance
- Data mining and research (aggregate)
- Ranking on SLAs shared among franchisees and others as appropriate
- Marketing claims
- Benchmarking
- Litigation/discovery in response to subpoena and other document production requests

Information of current franchisees (i.e., contacts, customer information, and vendor information) will not be shared with other franchisees without permission. Non-specific information (meaning information with personal information removed or redacted) may be shared with aggregate data and ranking reports as set forth above.

We will put together other safeguards similar to those in place with other data systems.

FDD EXHIBIT I

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FDD EXHIBIT J

AMENDMENT TO THE FRANCHISE AGREEMENT
(CONSTRUCTION SERVICES)

NOTE: You are not required to sign this Construction Services Amendment if you are NOT performing or offering Construction Services either under the ServiceMaster brand or under a separate company. You may opt out by completing the attached acknowledgement.

This Amendment, dated the_____day of_____, 20___, is by and between ServiceMaster Clean/Restore SPE LLC ("**Franchisor**") and _____ ("**Franchisee**").

WHEREAS, Franchisor and Franchisee executed that certain Franchise Agreement #____, dated_____, _____, granting Franchisee the right to use the Franchisor's trademarks and System (the "**Franchise Agreement**").

WHEREAS, the parties wish to amend such Franchise Agreement to allow Franchisee to perform additional services under the ServiceMaster name through its own employees or Subcontractors.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged by the parties, the parties agree as follows:

1. Franchisor hereby grants to Franchisee, upon the terms and conditions as set forth in the Franchise Agreement and herein contained, the right and license to use the ServiceMaster name and Proprietary Marks, within the Territory specified in the Franchise Agreement, to provide the Covered Construction Services as set forth below. This Amendment shall become a part of the Franchise Agreement and be subject to the same terms and conditions of the Franchise Agreement and shall terminate and expire along with the Franchise Agreement.

2. Definitions. For purposes of this Agreement, the "**Construction Services**" shall include Covered Construction Services and Non-Covered Construction Services.

2.1 "**Covered Construction Services**" means any and all construction services including, but not limited to, framing carpentry, cabinetry removal and put back/installation, cabinetry repair, roofing, flooring, drywall and plastering, carpet and pad installation, painting, wallpapering installation, and repair of heating, cooling, electrical and plumbing systems, which involve structural reconstruction, cosmetic restoration, or mechanical restoration associated with disaster restoration. Covered Construction Services shall include construction, remodeling, structural or decorating services that are performed on a site where a disaster has occurred in which Franchisee performed any disaster restoration work even if the area that is remodeled or reconstructed was not directly affected by the disaster. Any Disaster Restoration Services, including but not limited to water mitigation, fire, smoke and odor cleaning, demolition, other pre-cleaning, and post-construction cleaning shall be excluded from Construction Services and shall be included as Disaster Restoration Services as set forth in the Franchise Agreement.

2.2 "**Non-Covered Construction Services**" means any construction and/or decorating services not related to disaster restoration work, which shall be defined as including, but not limited to, estimating, inspection, tear-out, project management and overhead fees in connection with construction and decorating related to remodeling or new construction, including "ground up" remolding or structural construction that are not done due to a disaster, including construction, decorating. This definition does not and is not meant to include any residential, commercial, or disaster restoration services cleaning as that term is commonly understood and as that term is referred to in the Franchise Agreement. The Franchisee's usage of any type of ServiceMaster equipment to perform any cleaning functions shall

remove any such cleaning from the scope of this definition.

3. For all Covered Construction Services performed, either using the name, ServiceMaster, or performed as a Franchisee or by any entity in which Franchisee owns, maintains, engages in or has any interest, Franchisee shall remit to Franchisor a monthly fee of two percent (2%) of Gross Service Sales, without any deduction for subcontractor performed work, payable as set forth under Exhibit A of the Franchise Agreement. Also, Franchisee shall remit one-quarter of one percent (0.25%) of Gross Service Sales payable for the Ad Fund. Provided however, that this provision shall not apply to any ownership of the Franchisee of less than one percent (1%) of the outstanding equity securities of any publicly held corporation.

4. Franchisee understands and agrees that Franchisor shall provide no technical construction or contractor training or support in return for the payment of the above fees. Franchisee also understands that it is not permitted to use the name ServiceMaster or any of the Proprietary Marks for any Non-Covered Construction Services.

5. Insurance

5.1 Insurance Required. The Franchisee shall, at its expense, procure prior to providing the Construction Services licensed under this Agreement, and maintain in full force and effect during the term of this Agreement, an insurance policy or policies insuring the Franchisee and naming the Franchisor and its officers, directors, employees, agents and partners as additional insureds, against any loss, liability, personal injury, death, or property damage or expense whatsoever whether arising from or occurring upon or in connection with the Franchised Business or any other entity in which Franchisee owns, maintains, engages or has any interest. The Franchisee shall furnish the Franchisor with proof of coverage prior to commencing business, and of continued coverage during the term of this Agreement.

5.2 Coverage Requirements. Such policy or policies shall be written by an insurance company satisfactory to the Franchisor in accordance with standards and specifications set forth on Service Connection, or otherwise in writing, and shall include, at a minimum the following:

5.2.1 Workers' compensation and occupational disease insurance as well as such other insurance as may be required by statute or rule of the state in which the Franchisee operates the Franchised Business.

5.2.2 Comprehensive General Liability insurance, including product and completed operations coverage, with minimum limits of $3,000,000 per occurrence.

5.2.3 Business automobile liability coverage for owned, hired, and non-owned vehicles, with minimum limits of $1,000,000 per occurrence for bodily injury and for property damage.

5.2.4 Such additional coverage and higher policy limits as may reasonably be specified for all franchisees from time to time by the Franchisor on Service Connection, or otherwise in writing.

5.2.5 All other insurance required by applicable state or federal law.

5.3 Such insurance requirements shall replace and supplant those set forth in the Franchise Agreement in paragraph 11.

5.4 Failure to Maintain. Should the Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees on Service Connection, or otherwise in writing, the Franchisor shall have the right, at its option, to procure such insurance and to charge the cost to the franchisee, which charges, together with a reasonable fee for the Franchisor's expenses in so acting, shall be payable

by the Franchisee immediately upon the Franchisee's receipt of written notice.

6. Franchisee shall provide copies annually of its state and local contractor's license and business license, none of which shall reflect the ServiceMaster name except as used in the d/b/a name reflected on the Franchise Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first set forth above.

ServiceMaster Clean/Restore SPE LLC
d/b/a ServiceMaster Restore

By: _____

Its: _____

Franchisee: _____

d/b/a ServiceMaster _____

By: _____

Its: _____

_____
Individually

_____
Individually

_____
Individually

Date: _____

FDD EXHIBIT J-2

CONSTRUCTIONS SERVICES AMENDMENT
OPT OUT OPTION ACKNOWLEDGEMENT

The Construction Services Amendment to your Franchise Agreement(s) is offered to you because your Franchise Agreement allows you to offer Disaster Restoration Services as well as Construction Services as described above, using the ServiceMaster trademarks. You may opt out by completing this acknowledgement and signing below.

1. _____ I am not presently, whether directly or through a Subcontractor, performing or offering Construction Services (including Covered Construction Services or Non-Covered Construction Services) as defined by the Construction Services Amendment under my ServiceMaster Franchised Business or under a separate business.

2. _____ If I choose to offer Construction Services in the future, whether directly or through a Subcontractor, I will notify Franchisor and request a Construction Services Amendment to my Franchise Agreement(s) and contact my insurance provider to add the required insurance for Construction Services **BEFORE** providing these services.

3. _____ I acknowledge that if I do perform Covered Construction Services whether or not performed under my Franchised Business or by a separate company in which I am an owner **without** the Construction Services Amendment to my Franchise Agreement(s) or through Subcontractor(s), my royalty fee on Gross Service Sales of Covered Construction Services is 10% and the Ad Fund Contribution is $20 or 1% of Gross Service Sales, whichever is greater. I further acknowledge that if I perform any Construction Services using the ServiceMaster trademarks **without** the Construction Services Amendment to my Franchise Agreement(s), my royalty fee on Gross Service Sales of Construction Services is 10% and the Ad Fund Contribution is $20 or 1% of Gross Service Sales, whichever is greater.

FRANCHISEE: _____License Nos. _____

Dba ServiceMaster _____

Owner Signature: _____

Print Name: _____

Title: _____

DATE Signed: _____

Date received by Franchisor: _____

FDD EXHIBIT K-1

CONVERSION FRANCHISE – CONSTRUCTION ROYALTY FEE CONVERSION RIDER

AMENDMENT TO FRANCHISE AGREEMENT # DATED BETWEEN (NAME) AND SERVICEMASTER CLEAN/RESTORE SPE LLC D/B/A/ SERVICEMASTER RESTORE

In accordance with the Construction Services Amendment, monthly Royalties on Construction Services shall be amended to provide for the following fee schedule:

(mm/dd/yyyy) through (mm/dd/yyyy) – 1.0% fees on revenue up to $_____ per month, any revenue over $_____ per month will be paid at 2% schedule fee.

(mm/dd/yyyy) through (mm/dd/yyyy) – 1.5% fees on revenue up to $_____ per month, any revenue over $_____ per month will be paid at 2% schedule fee.

(mm/dd/yyyy) forward – 2% fees on all revenue.

This ramp-up schedule does not allow for any monthly averaging over any twelve month period. Actual revenue recorded monthly must be reported monthly and fees are payable monthly.

Any revenue resulting from jobs that are passed to the franchisee from the Claim Capture Unit are not subject to this ramp-up schedule and fees are payable at 2% on this revenue.

Qualification: **$_____** **Construction**
Base Line Revenue **Business Type**

SERVICEMASTER CLEAN/RESTORE SPE LLC

By: _____

Title: _____

FRANCHISEE:

BY: _____
(Signature of owners, partners or duly authorized officer - title)

BY: _____
(Signature of owners, partners or duly authorized officer - title)

BY: _____
(Signature of owners, partners or duly authorized officer - title)

FDD EXHIBIT K-2

CONVERSION FRANCHISE – CORE SERVICE RAMP-UP

AMENDMENT TO FRANCHISE AGREEMENTS # DATED BETWEEN (NAME) AND SERVICEMASTER CLEAN/RESTORE SPE LLC D/B/A/ SERVICEMASTER RESTORE

A) **Ramp Up Schedule for Royalties.**
Exhibit A, Monthly Royalties shall be amended to provide for the following Conversion Royalties Schedule:

The following schedule is based on a $_____per year base line (Core Services revenue).

(mm/dd/yyyy) through (mm/dd/yyyy) – 5% fees on revenue up to $_____per month, any revenue over $ _____per month will be paid at 10% schedule fee.

(mm/dd/yyyy) through (mm/dd/yyyy) – 7.5% fees on revenue up to $_____per month, any revenue over $_____per month will be paid at 10% schedule fee.

(mm/dd/yyyy) forward – 10% fees on all revenue.

This ramp-up schedule does not allow for any monthly averaging over any twelve month period. Actual revenue recorded monthly must be reported monthly and fees are payable monthly.

Any revenue resulting from jobs that are passed to the franchisee from the Claim Capture Unit are not subject to this ramp-up schedule and fees are payable at 10% on this revenue.

Advertising Fund Contributions are not subject to this ramp-up schedule and are payable at the rate stated in Exhibit A on all monthly revenue.

SERVICEMASTER CLEAN/RESTORE SPE LLC

By: _____

Title: _____

FRANCHISEE:

BY: _____
(Signature of owners, partners or duly authorized officer - title)

BY: _____
(Signature of owners, partners or duly authorized officer - title)

BY: _____
(Signature of owners, partners or duly authorized officer - title)

FDD EXHIBIT L

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	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

Item 23: Receipt

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Clean, d/b/a ServiceMaster Restore, and d/b/a ServiceMaster Recovery Management 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, ServiceMaster or an affiliate in connection with the proposed franchise sales or sooner if required by applicable state law.

New York and Iowa require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (14 days for Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If ServiceMaster Clean/Restore SPE LLC d/b/a ServiceMaster Clean, d/b/a ServiceMaster Restore, and d/b/a ServiceMaster Recovery Management 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency list in Exhibit C.

The franchise seller(s) for this offering is (are):

( ) Ryan Atchley ( ) Jim Boccher ( ) Amber James ( ) Maryum Samah
( ) _____ ( ) _____ ( ) _____ ( ) _____

at ServiceMaster Clean/Restore SPE LLC, One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328; Phone 800-756-5656.

See Exhibit C for our agent for service of process in your state.

Issuance Date: April 29, 2022

I have received a Franchise Disclosure Document with an issuance date of April 29, 2022. This Disclosure Document includes the following Exhibits:

A. Franchise Agreement and Related Agreements
B. Financial Statements and Guaranty
C. State Agencies and Agents for Service of Process
D. List of Franchisees
E. List of Former Franchisees
F. State Addenda to Disclosure Document and to Franchise Agreement (where applicable)
G. Opening Package
H. Software License Agreements
I. Operations Manual Table of Contents
J. Construction Services Amendment
K. Conversion Ramp-up Amendments
L. State Effective Dates and FDD Receipts

_____

Signature Print Name Date

_____

Signature Print Name Date

(*Please retain this copy for your files)*

Item 23: Receipt

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K. Conversion Ramp-up Amendments
L. State Effective Dates and FDD Receipts

_____

Signature Print Name Date

_____

Signature Print Name Date

(*Please return this copy to ServiceMaster)*