

Mr Kleimeyer was a Franchise Owner, Vice President/General Manager of Voice-Tel of New York, New York from June 1991 until April 1999 He then began work as the Senior National Account Media Director for WinStar Communications in New York, New York from April 1999 until September 2000 He worked with Verizon as an Agent/Senior Marketing Consultant for Data and Voice Services in October 2000 until February 2004 Mr Kleimeyer joined SystemForward America, Inc as the Director of Franchise Development on March 1, 2004

Franchise Support & Office Administration

Elizabeth Fox

Mrs Fox was the Assistant Manager of Ashero Spa, in Lafayette, LA, from February of 2005 until August of 2012 Mrs Foxhas over 7 years' experience in Human Resources and Operations Management She began her career with SystemForward America, Inc in 2012

Financial Manager

Linda Payne

From January 2, 1994 until February 13, 2004, Mrs Payne served as Comptroller/Regional Manager for Sig 5 Corporation in Lafayette, Louisiana She began her employment as Financial Manager with SystemForward America, Inc on February 16, 2004

Director of Marketing

Jill Villejoin

Jill Villejoin was the Life Enrichment Director from 2009-2016 at Southwind Senior Living Mrs Villejoin joined SystemForward America, Inc in January 2017 as the Marketing Field Support Specialist

Note

Unless otherwise indicated above, the current location of the employer is 1018 Harding Street, Suite 101, Lafayette Louisiana 70503

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Business Oversight**

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT (Note 1)

Type of Expenditure	Amount or range involved (One Franchise, pop 100,000)	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee (Note 2)	\$147,500	Lump Sum	Upon Signing of Franchise Agreement	Us
Printed Materials (Note 3)	\$2,500-\$6,000	As incurred	Before Opening	Vendors
Travel and Living Expenses While Training (Note 4)	\$1,750-\$3,500	As Incurred	During Training	Providers of meals, lodging and transportation
HVAC Fully Loaded Vehicle and Business Equipment-Tools (Note 5)	\$30,000	Lump Sum	As Incurred	Us or Vendors
Equipment - Office/Warehouse Space, Computer System, & Communication (Note 6)	\$15,000	Lump Sum	Before Opening	Vendors
Core & Growth Marketing Management Fees (Note 7)	\$1,500-\$2,500	As Incurred	Monthly	Vendor
Growth Advertising (Note 8)	\$2,300-\$6,000	As Incurred	Monthly	Vendors
Marketing Onboarding Fees (Note 9)	\$3,000	Lump Sum	As Incurred	Vendors
Insurance (Note 10)	\$15,000	As Incurred	Yearly	Insurer
Miscellaneous Opening Costs (Note 11)	\$800 - \$1,200	As Incurred	As Incurred	Vendors, insurers, utilities, etc
Additional Funds – [initial period] (Note 12)	\$97,000-\$100,000	As Incurred	As Needed for Opportunities	Vendors and Employees
Vehicle Identification (Note 32)	\$2,400-\$4,800	As Incurred	As Incurred	Vendors
TOTAL	\$318,750 - \$334,500 162,450 – \$190,500 *If you are granted multiple franchises, you will start by opening one franchise and the above investments will apply (After opening and operating multiple franchises over time, a substantially smaller amount of working capital per additional operating franchise will be appropriate)			

Notes

- (1) This table describes the initial investment by expense category, which you should expect to expend in connection with the operation of a franchise before commencement of the business and for at least a 6-month period thereafter. With the exception of the initial franchise fee, all the expenses listed are **ESTIMATES ONLY**. These expenses are expressed as a range from a projected low amount to a projected high amount. The projected low amount assumes that you will employ 1 TemperaturePro Technician in a franchise area having a population of about 100,000. **If you employ more TemperaturePro Technicians, your initial investment and operating expenses will exceed the projected maximum amount. The number of technician's required and actual costs may vary for many reasons, including, for example, the geographic size of your franchise area, your call volume or logistical consideration. All fees are non-refundable.**
- (2) Initial Franchise Fee The initial franchise fee, ~~\$29,500~~147,500, is based upon a population of 500,000. Franchises are granted for a minimum territory population of 500,000. Which is an exclusive service area of five franchise territories at \$29,500 each. It is not refundable for any reason.
- (3) Printed Marketing Materials You must purchase invoices ("Work Orders") from a Franchisor approved provider before the commencement of operations. In addition, you must purchase other printed materials including business cards, letterhead, envelopes, coupons and the like.
- (4) Travel and Living Expenses While Training The technical training takes place at the school's training facility currently in Carrollton, Texas. You must pay for meals, lodging and travel expenses for each of your employees who travel to Carrollton to receive such technical training. Your actual cost for travel and living expenses while training will depend upon several factors including the number of persons trained, the distance traveled, and mode of transportation.
- (5) HVAC Service

Vehicle and Business Equipment-Tools In addition, you must equip the HVAC technician with a fully loaded HVAC truck, equipment, and inventory. We estimate that the vehicle and equipment costs will be \$30,000. The actual costs will vary and depend on the degree of complexity of this service for your franchise, as we may occasionally permit you to perform HVAC services to a lesser degree or with a reduced inventory of machines, tools, equipment, supplies or stock so long as we are informed of exactly what services are to be rendered, what material resources will be available and what level of training the service provider has achieved and we give prior approval of the arrangement. (The average franchisee will spend approximately \$30,000 for their vehicle and HVAC equipment.) Equipment purchases are items such as electronic gauges, temperature meter, Freon scale, service valve wrench and other items required to perform this function as more specifically

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ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Agreement	Disclosure Document Item
a	Site selection and acquisition/lease	Not Applicable	Item 11
b	Pre-opening purchases/leases	Articles 6 03, 6 04, 6 05 & 8 02	Items 7 & 8
c	Site development and other pre-opening requirements	Not Applicable	Not Applicable
d	Initial and ongoing training	Article 3	Item 11
e	Opening	Article 6 01	Item 11
f	Fees	Articles 1 02 & 4 00	Items 5, 6 & 7
g	Compliance with standards and policies/operating manual	Article 7 00	Item 11
h	Trademarks and proprietary information	Article 5 00	Items 13 & 14
i	Restrictions on products/services offered	Articles 1 04 & 6 09	Item 8 & 16
j	Warranty and customer service requirements	Article 6 08	Not Applicable
k	Territorial development and sales quotas	Not Applicable	Not Applicable
l	Ongoing product/service purchases	Articles 6 03, 6 04 & 6 05	Item 8 & 11
m	Maintenance, appearance, and remodeling requirements	Not Applicable	Not Applicable
n	Insurance	Article 15 03	Item 7 & 8
o	Advertising	Article 8 00	Items 6 & 11
p	Indemnification	Article 15 01	Not Applicable
q	Owner's participation/management/staffing	Articles 6 01 & 6 02	Item 15
r	Records/reports	Article 9 00	Item 6
s	Inspections and audits	Article 9 03	Item 6
t	Transfer	Article 11 00	Item 17

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EXHIBIT H

FRANCHISEE ADDRESSES & TELEPHONE NUMBERS

As of April 1, 2018 December 31, 2018

Franchise Owner	Location	Address	Phone Number
Jeffrey Davis	AZ Phoenix	27685 N 61st Pl Scottsdale, AZ 85266	650-380-5405
Steven and Maureen Micketti	AZ Scottsdale	7126 E Mockingburg Way Anaheim Hills, CA 92807	325-558-3178
Chris and Deirdre White	FL Jacksonville	2983 Savona Ct Jacksonville, FL 32246	904-772-4128
Kevin and Yuki Hood	FL Melbourne	6005 South Hwy A Melbourne Beach, FL 32951	321-806-6463
Daniel Liberman and Ernesto Dorfman	FL Miami	9000 Sheridan Street Suite 138 Pembroke Pines, FL 33024	305-331-9700
Mark and Linda Page	FL Orange County	1612 North North Oak St Valdosta, GA 31602	610-563-4875
Steve and Colleen Marmillion	FL Tampa Bay	P O Box 754 Gulf Breeze, FL 32562	985-637-9095
Mark and Karen Miller	FL West Palm Beach	8552 Briar Rose Pt Boynton, FL 33473	561-509-8607
Matthew Berndt	GA Atlanta North	11660 Alpharetta Hwy, Suite 400, Roswell, GA 30076	678-824-2401
Eddie McDonald	GA Atlanta Northeast Metro	4275 Creel Park Drive, Suite 300, Suwanee, GA 30024	770-998-4822
Jeffrey and Emily Francis	IL Chicago Metro	3130 S Giles Avenue Chicago, IL 60616	312-203-7349
Jason and Gail Lucci	IL Chicago SW	20014 Newton Way Mokena, IL 60448	708-995-5708
Jason and Katy Barrott	KY Louisville	4232 Ashleywood Ct Louisville, KY 40241	502-423-5055
Troy Maney	LA New Orleans	7824 Warsaw St Metairie, LA 70003	504-737-1257
Todd Cordell	MD Montgomery County	189 Autumn View Dr Gaithersburg, MD 20878	301-926-1918
Robert Reilly	MO St Louis	759 Spirit of St Louis Blvd Chesterfield, MO 63005	636-778-4448
Brian Pysz	NC Lake Norman	22229 Market Street Cornelius, NC 28031	304-651-6777
Douglas Evans	NC West Charlotte Metro	8820 Magnolia Estates Dr Cornelius, NC 28031	704-458-5798
Ghassan Ziab	NJ Central	8 Breeze Drive Dayton, NJ 08810	732-915-7787
Al Christiansen and Matt DeMaio	NJ Monmouth County	61 Amberfield Rd Robbinsville, NJ 08691	732-616-3782

provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

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

If the Franchise Agreement contains a liquidated damages clause. Under California Civil Code § 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur at the American Arbitration Association's office located nearest to Franchisor, with the costs being borne by franchisee. 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 Franchise Agreement requires application of the laws of the State of Louisiana. This provision may not be enforceable under California law.

~~7. The Franchisor may terminate a Franchise Agreement if the franchisee does not comply with the market penetration quota.~~