

FRANCHISE DISCLOSURE DOCUMENT

FRONTIER ADJUSTERS, INC. a Colorado corporation 6015 Resource Lane Lakewood Ranch, FL 34211 (440) 290-1185 (800) 426-7228 matthew.button@davies-group.com

walt.leddy@davies-group.com www.frontieradjusters.com

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

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

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Compliance Department at 6015 Resource Lane, Lakewood Ranch, FL 34211 and (800) 426-7228.

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

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

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

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How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising Generally

<u>Continuing responsibility to pay fees.</u> 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.

<u>Supplier Restrictions.</u> 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.

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

- 1. <u>Out-of-State Dispute Resolution</u>. The Franchise Agreement requires you to resolve disputes with the franchisor by arbitration only in Ohio. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate with us in Ohio than in your own state.
- 2. <u>Sales Performance Required</u>. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
- 3. <u>Spousal Liability</u>. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

TABLE OF CONTENTS

ITEM		PAGE
ITEM 1.	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2.	BUSINESS EXPERIENCE	3
ITEM 3.	LITIGATION	4
ITEM 4.	BANKRUPTCY	5
ITEM 5.	INITIAL FEES	6
ITEM 6.	OTHER FEES	7
ITEM 7.	ESTIMATED INITIAL INVESTMENT	9
ITEM 8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	11
ITEM 9.	FRANCHISEE'S OBLIGATIONS	13
ITEM 10.	FINANCING	15
ITEM 11.	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	16
ITEM 12.	TERRITORY	20
ITEM 13.	TRADEMARKS	24
ITEM 14.	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	26
ITEM 15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS	27
ITEM 16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	28
ITEM 17.	RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	29
ITEM 18.	PUBLIC FIGURES	32
ITEM 19.	FINANCIAL PERFORMANCE REPRESENTATIONS	33
ITEM 20.	LIST OF OUTLETS AND FRANCHISEE INFORMATION	35
ITEM 21.	FINANCIAL STATEMENTS	44
ITEM 22.	CONTRACTS	45
ITEM 23.	RECEIPT	46

EXHIBITS TO FDD

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

<u>ITEM 1.</u>

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

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

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

Frontier Adjusters, Inc. 6015 Resource Lane Lakewood Ranch, FL 34211 (440) 290-1185 (800) 426-7228

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

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

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

The Franchise Offered

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

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

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

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

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

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

Industry-Specific Regulations

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

ITEM 2.

BUSINESS EXPERIENCE

President, Chief Executive Officer and Director: DAN SAULTER

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

Secretary, Chief Financial Officer and Director: PAULA KENNESON

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

Vice-President of Operations: TONY SCOTT

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

CEO, Davies US Field Services: WALT LEDDY

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

<u>ITEM 3.</u>

LITIGATION

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

<u>ITEM 4.</u>

BANKRUPTCY

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

<u>ITEM 5.</u>

INITIAL FEES

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

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

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

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

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

<u>ITEM 6.</u>

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	15% of gross receipts from billings for services performed	Within 10 days after receipt	Billings for services are paid directly to Frontier or an affiliated service company, which remits 85% of that weekly to franchisee after retaining Frontier's royalty. We currently waive the royalty on certain franchisee out-of-pocket expenses that are billed to customers for reimbursement (such as postage and airfare); this policy may be modified by us at any time in our sole discretion. In limited circumstances where a franchisee has or acquires an existing adjusting business, we may reduce the royalty to as low as 10%, based on one or more of the following criteria: pre-existing volume of sales, geographic location, market, and/or size differences. These criteria will be consistently applied but may change over time. All royalty fees are imposed by and payable to Frontier and are nonrefundable.
Marketing Fund Fee	Up to 1% of gross receipts from billings for services performed	Monthly	The marketing fund fee is currently not being charged. If such marketing fund is introduced it will be used to promote the services of the Frontier Adjusters' network of franchised offices and other uses as we, in our sole discretion, deem appropriate.
Technology/ Customer Service Center Fee	Up to 1% of gross receipts from billings for services performed	Monthly	The technology/customer service center fee is currently not being charged. If such fee is introduced it will be used to fund technological system enhancements and support the operations of the customer service center.
Errors & Omissions Insurance	Premiums are allocated to each advertised location.	As billed	Franchisee is obligated to reimburse us for the premium and other costs and expenses to keep in force for the franchisee and Frontier's protection an Errors & Omissions Policy in such amounts as may be determined by us. We have contracted for a group policy that covers Frontier and all franchisees. Frontier will bill franchisee for their portion of the cost of this insurance. In the fiscal year ended June 30, 2023, the average cost per franchised location was approximately \$861. There is no guarantee that the cost will be same, higher, or lower than this amount. In the case of a claim against the franchisee under this policy, franchisee will also be required to pay the deductible, if any. It is the franchisee's responsibility to review and understand the Policy. Franchisee may purchase additional errors and omissions insurance as you deem appropriate.
Fee for Improper Billings	30% of any billings not invoiced on forms furnished or provided by us, or on forms on which the payor is not instructed to make payment to us.	As billed	The additional payment compensates us for the extra cost and time to process improper billings.

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

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

<u>ITEM 7.</u>

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

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

Notes:

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

- a. \$2,000,000 comprehensive general liability insurance combined single limit (including premises and operations liability, products and completed operations liability, blanket contractual liability, broad form property damage liability, and care, custody and control, each with an aggregate limit of at least \$50,000).
- b. \$1,000,000 motor vehicle liability coverage combined single limit on each owned, non-owned or hired vehicle which you will use.
- (2) This includes Internet access fees as well as costs to purchase or lease equipment.
- (3) Frontier has no mandatory training program and only enters into agreements with experienced and, if required, licensed insurance adjusters.
- (4) You choose your own physical location. Adequate space should be available for between \$225 and \$1,500 per month. In certain instances, franchisees operate from their homes and do not have a commercial office. We impose no requirements as to property type, location or office or building size.
- (5) We recommend that you have additional funds available during the start-up phase of your franchise. These amounts are our estimates of the amounts needed to cover your expenses for a 3-month period from the date you open for business. Also, you can expect a delay averaging 40 days from the date you invoice a file to actually collect your funds and is another reason to have additional funds available. We relied on our experience in franchising Frontier Adjusters® businesses to compile this estimate.

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

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

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

ITEM 8.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

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

- a. \$2,000,000 comprehensive general liability insurance combined single limit (including premises and operations liability, products and completed operations liability, blanket contractual liability, broad form property damage liability, and care, custody and control, each with an aggregate limit of at least \$50,000); and
- b. \$1,000,000 motor vehicle liability coverage combined single limit on each owned, non-owned or hired vehicle which you will use.

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

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

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

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

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

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

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

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

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

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

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

<u>ITEM 9.</u>

FRANCHISEE'S OBLIGATIONS

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

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

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

ITEM 10.

FINANCING

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

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

ITEM 11.

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Before you open your business, Frontier will:

- 1. We will loan you one copy of our Operating Manual to use during the term of your Franchise Agreement. Our Operating Manual contains our standard operational procedures, specifications, policies, rules and regulations, with which you must comply. A copy of the table of contents of our Operating Manual is attached as *EXHIBIT D* (Franchise Agreement Section 10.5).
- 2. We will provide you initial training and access to our proprietary internet-based claims management system, "FACTS", and we require that you utilize this system within your operation and process all assignments on this system, doing so in accordance with the guidelines outlined in the Operating Manual. We provide support and maintenance for the system. We will have independent access to the data and information in the system; the system, including the customer data and all information stored in FACTS is the exclusive property of Franchisor and, upon termination of this agreement for any reason, remains with Franchisor (Franchise Agreement Section 10.8).
- 3. We will add you to the Errors & Omissions Insurance Policy that we maintain on behalf of all franchisees and Frontier. (Franchise Agreement Section 15.1)
- 4. You choose your own physical location. We do not require that we approve the area or site of your office. We do not provide you with any necessary equipment, signs, fixtures, opening inventory, or supplies, though we will provide you with any specifications and designated or approved suppliers for such items.

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

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

- 1. If you reasonably request, we will furnish reasonable additional assistance and advice concerning your performance under the Franchise Agreement and the operation of your franchise. (Franchise Agreement Section 10.10)
- 2. We will maintain a listing of Frontier Adjusters® advertised locations, currently on our website (www.frontieradjusters.com), which will be updated periodically. The listing and website, and all other advertising, is developed by an in-house advertising department. You may prepare and use your own advertising and promotional materials, but you must receive our approval before you use them. You must follow our policies and procedures in your promotion of, and solicitation on behalf of, your franchise and your distribution of advertising. There are no advertising restrictions on your use of electronic media, including the internet. However, your advertising and promotional materials must meet our standards.

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

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

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

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

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

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

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

- 4. Because our franchisees are experienced in the area of adjusting, we do not provide start-up education and training. From time to time, we may offer training programs or materials as a convenience to our franchisees. We provide no mandatory training programs. We expect that you will maintain a level of continuing education and training commensurate with other experienced multi-line adjusters of insurance companies, self-insured entities and other independent adjusters. (Franchise Agreement Section 10.9)
- 5. Attached as <u>EXHIBIT D</u> is a copy of the table of contents of our current Operating Manual, which indicates the number of pages devoted to each topic and the total number of pages in the Operating Manual. The Operating Manual is current through the last day of our last fiscal year end, or a more recent date.
- 6. We will pay you weekly all collections we receive on your behalf, after deducting our royalty and any other applicable deductions. (Franchise Agreement Section 4.3)

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

- A) Personal Computer with internet (Google Chrome) access capabilities
- B) Cellular "Smartphone" with email and internet capabilities.
- C) Internet service and a Frontier branded e-mail address.
- D) Answering machine, voice mail, or an answering service.
- E) A high speed DSL, Cable, Satellite or equivalent internet connection. Internet service must be established prior to opening the franchise.

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

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

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

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

<u>ITEM 12.</u>

TERRITORY

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

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

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

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

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

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

- 1. Frontier Adjusters National and Regional Customer Program (FANRCP): For customers who anticipate making assignments to Franchisor, either on a regional or national basis, the Franchisor recommends and promotes the Frontier Adjusters National and Regional Customer Program, also known as FANRCP. If you elect to participate in FANRCP the following key attributes, which are subject to change, will be included:
 - Simplified processes for making assignments to Frontier any time of the day or night
 - Defined and measured service parameters for basic assignment tasks including one (1) business day acknowledgement, one (1) business day contact with insured and/or claimant, and defined time frames for the days to inspect damage, as appropriate and days to report back to the customer.
 - Customer service to respond to customer queries
 - Defined claims handling instructions / guidelines
 - Standardized pricing, billing and payment terms
 - A toll-free phone number to receive emergency or escalated claim assignment 24 hours per day
 - A dedicated account manager for each FANRCP customer
 - Period reports reflecting measurements of timeliness and quality
 - Franchisees participating in FANRCP may be asked by Franchisor (or an affiliate of Franchisor) to execute an agreement (e.g. Participation Agreement) that documents franchisee's intention to adhere to any and all requirements of servicing FANRCP customers. Execution of such a participation agreement by franchisee may be a prerequisite for servicing FANRCP customers.

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

- Visit certain designated FANRCP customers located within fifty (50) miles of Franchisee's Advertised Location. Franchisee will not be obligated to make more than a total of three (3) customer visits per calendar quarter.
- Submit follow-up visit reports to Franchisor as described in the Operating Manual.
- 2. Other National Accounts. Certain National Account customers may negotiate terms and conditions regarding the claim assignment process, the completion of assignments, and the return of completed work product directly with us. Such terms and conditions often apply to multiple independent adjusting companies. You may choose whether or not to accept such assignments on a customer by customer basis. If You elect to accept assignments you agree to adhere to the terms of such assignment as communicated by us in FACTS. If you do not elect to accept such assignments, all assignments the Customer Service Center receives that would have otherwise gone to your Advertised Location will be delivered to the nearest participating advertised location.

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

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

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

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

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

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

ITEM 13.

TRADEMARKS

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

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

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

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

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



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

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

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

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

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

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

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

ITEM 14.

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

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

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

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

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

ITEM 15.

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

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

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

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

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

ITEM 16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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

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

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

<u>ITEM 17.</u>

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

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

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

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

<u>ITEM 18.</u>

PUBLIC FIGURES

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

<u>ITEM 19.</u>

FINANCIAL PERFORMANCE REPRESENTATIONS

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

The data below features three different aspects of the Frontier franchise: (i) claim assignment amounts, (ii) gross billings to customers, and (iii) number of Advertised Locations. These tables reflect financial and business data from July 1, 2022 to June 30, 2023 for Advertised Locations that have been operational for the full fiscal year. As of June 30, 2023, there were 527 total advertised locations that were operational for the full fiscal year owned and operated by a total of 96 Frontier franchisees. Results are rounded to the nearest whole number.

Annual Claim Assignment Count

Number of Claim Assignments per Franchisee	Amount	Number of Franchisees that met or surpassed Average
Top 25%	920	
Average	372	27 of 96
Median	226	(28%)
Bottom 25%	93	

Number of Claim Assignments per Outlet	Amount	Number of Outlets that met or surpassed Average
Top 25%	169	
Average	69	151 of 527
Median	43	(29%)
Bottom 25%	15	

Annual Gross Billings

Gross Billings per Franchisee	Amount	Number of Franchisees that met or surpassed Average
Top 25%	\$778,495	
Average	\$300,265	24 of 96
Median	\$167,293	(25%)
Bottom 25%	\$55,723	

Gross Billings per Outlet	Amount	Number of Outlets that met or surpassed Average
Top 25%	\$134,908	
Average	\$55,516	161 of 527
Median	\$36,189	(31%)
Bottom 25%	\$11,828	

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

Locations per Franchisee

Number of Locations per Franchisee	Amount	Number of Franchisees that met or surpassed Average
Top 25%	4	
Average	3	27 of 96
Median	3	(28%)
Bottom 25%	3	

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

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

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

Other than the preceding financial performance representation, Frontier Adjusters does not make any financial performance representations. We also do not authorize our employees or representatives to make, any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our Legal and Compliance Department, which maintains offices located at 6015 Resource Lane, Lakewood Ranch, FL 34211 and (800) 426-7228, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.

LIST OF OUTLETS AND FRANCHISEE INFORMATION

Table No. 1 System wide Outlet Summary For years 2021-2023 Ending June 30, 2023

	I of years	ZUZI-ZUZJ Enuing J	une 50, 2025	
Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at Start of the Year	Outlets at End of the Year	Net Change
	2021	614	610	-4
U.S. Franchised	2022	610	587*	-23
	2023	586*	527	-59
0 . 11 TIG	2021	1	1	0
Outside U.S.	2022	1	0	-1
Franchised	2023	0	0	0
C	2021	0	0	0
Company- Owned	2022	0	0	0
	2023	0	0	0
	2021	615	611	-4
Total	2022	611	587*	-24
	2023	586*	527	-59

^{*}The franchisee of the Provo, UT and Richfield, UT advertised locations combined to one advertised location as Provo/Richfield

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For years 2021-2023 Ending June 30, 2023

Column 2	Column 2
Year	Number of Transfers
2021	1
2022	0
2023	6
2021	6
2022	0
2023	0
2021	0
2022	3
2023	0
2021	6
2022	0
2023	1
2021	1
2022	0
2023	0
	Column 2 Year 2021 2022 2023 2021 2022 2023 2021 2022 2023 2021 2022 2023 2021 2022 2023 2021 2022 2023 2021 2022

Column 1	Column 2	Column 2
State	Year	Number of Transfers
	2021	0
Idaho	2022	0
	2023	1
	2021	15
Illinois	2022	0
	2023	2
	2021	2
Indiana	2022	3
	2023	0
	2021	5
Iowa	2022	0
	2023	1
	2021	5
Kentucky	2022	0
	2023	0
	2021	0
Louisiana	2022	0
	2023	1
	2021	3
Maine	2022	0
	2023	0
	2021	0
Massachusetts	2022	3
	2023	0
	2021	0
Michigan	2022	1
	2023	1
	2021	0
Mississippi	2022	0
	2023	9
	2021	0
Missouri	2022	0
	2023	3
	2021	0
New Mexico	2022	0
	2023	2

Column 1	Column 2	Column 2
State	Year	Number of Transfers
	2021	0
Nevada	2022	0
	2023	2
	2021	2
Ohio	2022	2
	2023	8
	2021	0
Oregon	2022	0
C	2023	4
	2021	0
Pennsylvania	2022	0
·	2023	5
	2021	1
Tennessee	2022	0
	2023	1
	2021	5
Texas	2022	2
	2023	4
	2021	0
Washington	2022	5
	2023	0
	2021	5
West Virginia	2022	0
C	2023	1
	2021	7
Wisconsin	2022	0
	2023	2
	2021	2
Wyoming	2022	2
	2023	0
	2021	65
Total	2022	19
	2023	58

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

		-	roi years	2020-2022 Ellu	mg ounc 50,	LULL		
Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets	Outlets	Terminations	Non-	Reacquired	Ceased	Outlets at
State	1 Cai	at Start	Opened	Terminations	Renewals	by	Operations	End of
		of	Opened		Reflewals	Franchisor	Other	the Year
		Year				Tranchisor	Reasons	tile i cai
	2021	9	0	0	0	0	0	9
Alabama	2022	9	0	1	0	0	0	8
11100001110	2023	8	0	1	0	0	0	7
	2021	1	0	0	0	0	0	1
Alaska	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2021	15	0	1	0	0	0	14
Arizona	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	0	14
	2021	11	0	0	0	0	0	11
Arkansas	2022	11	0	0	0	0	0	11
	2023	11	0	5	0	0	0	6
	2021	41	0	0	0	0	0	41
California	2022	41	0	2	0	0	0	39
	2023	39	0	3	0	0	0	36
	2021	24	0	0	0	0	0	24
Colorado	2022	24	0	0	0	0	0	24
	2023	24	0	0	0	0	0	24
	2021	6	0	0	0	0	0	6
Connecticut	2022	6	0	0	0	0	0	6
	2023	6	1	1	0	0	0	6
	2021	2	0	0	0	0	0	2
Delaware	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2021	1	0	0	0	0	0	1
DC	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2021	32	0	0	0	0	0	32
Florida	2022	32	0	2	0	0	0	30
	2023	30	0	0	0	0	0	30
	2021	23	1	1	0	0	0	23
Georgia	2022	23	0	1	0	0	0	22
	2023	22	0	2	0	0	0	20
	2021	1	0	0	0	0	0	1
Hawaii	2022	1	1	0	1	0	0	1
	2023	1	0	0	0	0	0	1
	2021	6	1	1	0	0	0	6
Idaho	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets	Outlets	Terminations	Non-	Reacquired	Ceased	Outlets at
2 33330	1 5552	at Start	Opened	1 0111111111111111111111111111111111111	Renewals	by	Operations	End of
		of	1			Franchisor	Other	the Year
		Year					Reasons	
	2021	28	0	1	0	0	0	27
Illinois	2022	27	0	3	0	0	0	24
	2023	24	1	9	0	0	0	16
	2021	13	0	0	0	0	0	13
Indiana	2022	13	0	0	0	0	0	13
	2023	13	0	4	0	0	0	9
	2021	12	0	0	0	0	0	12
Iowa	2022	12	0	0	0	0	0	12
	2023	12	0	4	0	0	0	8
	2021	7	0	0	0	0	0	7
Kansas	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2021	11	0	0	0	0	0	11
Kentucky	2022	11	0	0	0	0	0	11
	2023	11	0	1	0	0	0	10
	2021	8	0	0	0	0	0	8
Louisiana	2022	8	2	3	0	0	0	7
	2023	7	0	0	0	0	0	7
	2021	4	0	0	0	0	0	4
Maine	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2021	11	0	0	0	0	0	11
Maryland	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	0	11
	2021	16	0	0	0	0	0	16
Massachusetts	2022	16	1	6	0	0	0	11
	2023	11	0	1	0	0	0	10
	2021	6	0	0	0	0	0	6
Michigan	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2021	9	0	0	0	0	0	9
Minnesota	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets	Outlets	Terminations	Non-	Reacquired	Ceased	Outlets at
		at Start	Opened		Renewals	by	Operations	End of
		of	•			Franchisor	Other	the Year
		Year					Reasons	
	2021	12	0	0	0	0	0	12
Mississippi	2022	12	0	0	0	0	0	12
	2023	12	1	4	0	0	0	9
	2021	12	0	0	0	0	0	12
Missouri	2022	12	0	1	0	0	0	11
Missouri	2023	11	0	2	0	0	0	9
	2021	5	1	1	0	0	0	5
Montana	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2021	3	0	0	0	0	0	3
Nebraska	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2021	6	0	0	0	0	0	6
Nevada	2022	6	1	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Nam	2021	5	0	0	0	0	0	5
New Hampshire	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2021	18	0	0	0	0	0	18
New Jersey	2022	18	0	0	0	0	0	18
	2023	18	0	4	0	0	0	14
	2021	12	0	0	0	0	0	12
New Mexico	2022	12	0	0	0	0	0	12
New Mexico	2023	12	0	1	0	0	0	11
	2021	21	0	0	0	0	0	21
New York	2022	21	0	2	0	0	0	19
	2023	19	0	1	0	0	0	18
North	2021	17	0	0	0	0	0	17
Carolina	2022	17	0	0	0	0	0	17
Caronna	2023	17	0	0	0	0	0	17
	2021	2	1	0	0	0	0	3
North Dakota	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2021	17	1	0	0	0	0	18
Ohio	2022	18	0	0	0	0	0	18
	2023	18	0	0	0	0	0	18
	2021	12	0	0	0	0	0	12
Oklahoma	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
	2021	9	0	0	0	0	0	9
Oregon	2022	9	0	0	0	0	0	9
	2023	9	0	1	0	0	0	8

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets	Outlets	Terminations	Non-	Reacquired	Ceased	Outlets at
		at Start	Opened		Renewals	by	Operations	End of
		of	•			Franchisor	Other	the Year
		Year					Reasons	
	2021	23	0	0	0	0	0	23
Pennsylvania	2022	23	0	0	0	0	0	23
•	2023	23	1	3	0	0	0	21
	2021	4	0	0	0	0	0	4
Rhode Island	2022	4	0	1	0	0	0	3
	2023	3	0	1	0	0	0	2
South	2021	13	0	0	0	0	0	13
South Carolina	2022	13	0	1	0	0	0	12
	2023	12	0	2	0	0	0	10
	2021	2	0	0	0	0	0	2
South Dakota	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Tennessee	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
Texas	2021	45	0	0	0	0	0	45
	2022	45	6	11	0	0	0	40
	2023	40	0	7	0	0	0	33
Utah	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10*
	2023	9*	0	0	0	0	0	9
Vermont	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	3	0	0	0	1
	2021	14	0	0	0	0	0	14
Virginia	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	0	14
	2021	16	1	1	0	0	0	16
Washington	2022	16	0	0	0	0	0	16
	2023	16	0	1	0	0	0	15
	2021	5	1	0	0	0	0	6
West Virginia	2022	6	1	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2021	12	0	1	0	0	0	11
Wisconsin	2022	11	0	1	0	0	0	10
	2023	10	0	2	0	0	0	8
	2021	6	0	0	0	0	0	6
Wyoming	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
l	2021	614	6	8	2	0	0	610
U.S. Total	2022	610	12	34	1	0	0	587*
	2023	586*	5	64	0	0	0	527

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets	Outlets	Terminations	Non-	Reacquired	Ceased	Outlets at
		at Start	Opened	2 022222	Renewals	by	Operations	End of
		of				Franchisor	Other	the Year
		Year					Reasons	
	2021	1	0	0	0	0	0	1
Canada	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
Dalamas	2021	0	0	0	0	0	0	0
Bahamas, Nassau	2022	0	0	0	0	0	0	0
Nassau	2023	0	0	0	0	0	0	0
	2021	615	6	8	2	0	0	611
Total	2022	611	12	35	1	0	0	587*
	2023	586*	5	64	0	0	0	527

^{*}The franchisee of the Provo, UT and Richfield, UT advertised locations combined to one advertised location as Provo/Richfield

Table No. 4
Status of Company-Owned Outlets
For years 2021-2023 Ending June 30, 2023

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2021	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table No. 5
Projected Openings as of June 30, 2023

1 Tojected Openings as of June 30, 2023							
Column 1	Column 2	Column 3	Column 4				
_							
State	Agreements Signed	Projected New	Projected New				
	But Businesses Not	Franchised Outlets in	Company-Owned				
	Open	Next Fiscal Year	Outlets in the Next				
			Fiscal Year				
Michigan	0	1	0				
Ohio	0	1	0				
Tennessee	0	1	0				
Texas	0	1	0				
Other States	0	0	0				
Total	0	4	0				

Exhibit F lists all the names of the current franchisees and the addresses and telephone numbers of their outlets as of June 30, 2023.

Exhibit I lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not

renewed, or otherwise voluntarily or involuntarily ceased to do businessunder the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

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

<u>ITEM 21.</u>

FINANCIAL STATEMENTS

Attached hereto as <u>EXHIBIT C</u> are the audited Consolidated Financial Statements of Frontier Adjusters, Inc., and subsidiary for the years ending June 30, 2023, 2022, and 2021; and interim unaudited financial statements for the period ended March 31, 2024.

<u>ITEM 22.</u>

CONTRACTS

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

Exhibit B – Franchise Agreement, with the following attached exhibits:

Exhibit A: Certificate, Guarantee and Assumption of Obligations

Exhibit B: Post Office, Telephone and Internet Power of Attorney

Exhibit C: Hardware and Software

Exhibit D: Compliance Certification Form

Exhibit F – State Specific Addenda

Exhibit G – Termination Agreement

Exhibit I – Waiver and Release of Claims

<u>ITEM 23.</u>

RECEIPT

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

EXHIBIT A

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

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

EXHIBIT A

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

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
California	Commissioner of Financial Protection and	Commissioner of Financial Protection and
	Innovation	Innovation
	320 West 4th Street, Suite 750	320 West 4th Street, Suite 750
	Los Angeles, CA 90013	Los Angeles, CA 90013
	(213) 576-7505	(213) 576-7505
	(866) 275-2677	(866) 275-2677
	One Sansome Street, Suite 600	One Sansome Street, Suite 600
	San Francisco, CA 94104	San Francisco, CA 94104
	(415) 972-8559	(415) 972-8559
	www.dfpi.ca.gov	www.dfpi.ca.gov
	Ask.DFPI@dfpi.ca.gov	Ask.DFPI@dfpi.ca.gov
Connecticut	Banking Commissioner	[Not Applicable]
	260 Constitution Plaza	
	Hartford, CT 06103-1800	
	(860) 240-8230	
Florida	Dept of Agriculture & Consumer Services	[Not Applicable]
	Division of Consumer Services	
	2005 Apalachee Pkwy.	
	Tallahassee, FL 32399-6500	
***	(850) 410-3800	
Hawaii	Business Registration Division	Commissioner of Securities of the State of
	Department of Commerce & Consumer	Hawaii, Department of Commerce &
	Affairs	Consumer Affairs
	335 Merchant Street, Room 203	Business Registration Division
	Honolulu, HI 96813	Securities Compliance Branch 335 Merchant Street Room 203
	(808) 586-2722	
		Honolulu, HI 96813 (808) 586-2722
Illinois	Franchise Bureau	Franchise Bureau
111111013	Office of the Attorney General	Office of the Attorney General
	500 South Second Street	500 South Second Street
	Springfield, IL 62706	Springfield, IL 62706
	(217) 782-4465	(217) 782-4465
Indiana	Indiana Secretary of State	Indiana Secretary of State
	Securities Division, E-111	302 West Washington Street, Room E-111
	302 West Washington Street, Room E-111	Indianapolis, IN 46204
	Indianapolis, IN 46204	(317) 232-6681
	(317) 232-6681	

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

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
South Dakota	Department of Labor and Regulation	Director, Department of Labor and Regulation
	Division of Insurance	Division of Insurance
	Securities Regulation	Securities Regulation
	124 S Euclid, Second Floor	124 S Euclid, Second Floor
	Pierre SD 57501	Pierre, SD 57501
	(605) 773-3563	(605) 773-3563
Texas	Secretary of State	[Not Applicable]
	Statutory Document Section	
	1019 Brazos	
	Austin, Texas 78701	
	(512) 475-0775	
Utah	Division of Consumer Protection	[Not Applicable]
	Utah Department of Commerce	
	160 East 300 South	
	Salt Lake City, UT 84111	
	(801) 530-6601	
Virginia	State Corporation Commission	Clerk, State Corporation Commission
	Division of Securities and Retail	1300 East Main Street, First Floor
	Franchising	Richmond, VA 23219
	Ninth Floor	(804) 371-9733
	1300 East Main Street	
	Richmond, VA 23219	
	(804) 371-9051	
Washington	Department of Financial Institutions	Director, Department of Financial Institutions
	Securities Division	Securities Division
	P.O. Box 41200	150 Israel Road S.W.
	Olympia, WA 98504-1200	Tumwater, WA 98501
***	(360) 902-8760	(360) 902-8760
Wisconsin	Division of Securities	Administrator, Division of Securities
	Department of Financial Institutions	Department of Financial Institutions
	4822 Madison Yards Way, North Tower	4822 Madison Yards Way, North Tower
	Madison, WI 53705	Madison, WI 53705
E 1 17 1	(608) 266-0448	(608) 266-2139
Federal Trade	Bureau of Consumer Protection	[Not Applicable]
Commission	600 Pennsylvania Avenue, NW	
	Washington, D.C. 20580	
	(877)-382-4357	

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

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

EXHIBIT B

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT WITH SCHEDULES ATTACHED



FRANCHISE AGREEMENT

Table of Contents

1.	LICENSE	GRANTS2	
	1.1	Grant of Franchise	2
	1.2	License to Use Marks	
	1.3	Right of First Refusal Regarding Additional Products or Services	
	1.4	Franchisor's Reservation of Rights; National and Regional Accounts	
	1.5	Customer Service Center	
	1.6	Frontier Adjusters National and Regional Customer Program	
		(FANRCP)	3
	1.7	Other National Accounts	
2.	ADVERTI	SED LOCATION4	
	2.1	Use of Advertised Location	4
	2.2	Limitations on Advertised Location	4
	2.3	Operation of Advertised Location	5
	2.4	Marketing the Franchise	5
	2.5	Advertising; Directory	
	2.6	Marketing Fund/Franchise Marketing Advisory Council	
	2.7	Technology/Customer Service Center Fee	5
3.	TERM; R	ENEWAL6	
	3.1	Term	6
	3.2	Renewal	6
4.	PAYMEN'	TS TO FRANCHISOR6	
	4.1	Initial Franchisee Fee	6
	4.2	Royalty Fee	6
	4.3	Payment of Royalty Fee	6
	4.4	Fee for Improper Billings	7
	4.5	Advances and Credits	
	4.6	Right of Setoff and Recoupment	
	4.7	Assignment of Administrative Functions	7
5.		HIP REPORTS AND OWNERSHIP CERTIFICATE AND	
		TEE	
	5.1	Ownership Certificate and Guarantee	7

	5.2	Ownership Reports	7
	5.3	Required Licenses	8
6.	RESTRIC	ΓΙVE COVENANTS8	
	6.1	Non-Compete and Devotion of Time During Term	8
	6.2	Non-Compete After Term	
	6.3	Non-Solicitation of Customers	8
	6.4	No Restrictive Agreements	9
	6.5	Restrictive Covenants Binding on Owners	9
	6.6	Acknowledgements Regarding Reasonableness	
	6.7	Confidentiality; Ownership of Proprietary Information	9
	6.8	Injunctive Relief	9
	6.9	Severability	10
7.	REPRESE	NTATIONS, WARRANTIES AND COVENANTS OF FRANCHISEE.10	
	7.1	Independent Investigation	
	7.2	No Warranty Regarding Success	
	7.3	Licenses and Permits	
	7.4	Ownership and Experience	
	7.5	Forms of Agreement	
	7.6	Independent Advice	10
8.	TELEPHO	ONE; OFFICE; FORMS; STATIONERY10	
	8.1	Telephone Names	
	8.2	Telephone Availability	
	8.3	Payment of Operating Costs	
	8.4	Forms	
	8.5	Telephone	
	8.6	Website	
	8.7	Telephone and Internet Power of Attorney	
	8.8	Email	12
9.	MARKS	12	
	9.1	Ownership and Goodwill of Marks	
	9.2	Limitations on Franchisee's Use of Marks	
	9.3	Notification of Infringements and Claims	
	9.4	Limited Authorization	
	9.5	Owners to be Bound	12
10.	PERFORM	MANCE REQUIREMENTS13	
	10.1	Limitations on Employment and Certain Services	
	10.2	Non-Provision of Franchised Services	
	10.3	Devotion of Time and Effort	
	10.4	No Injurious Acts	
	10.5	Manual; Quality Measures; Service Requirements; Background Check	13

	10.6	Local Claims Handling Resources	14
	10.7	Compliance	
	10.8	Limit on Fiduciary Services	14
	10.9	Computer Hardware and Software	
	10.10	Training	15
	10.11	Obligation to Report E&O Claims	15
		Notification of Criminal Acts	
	10.13	No Public Figures	16
	10.14	Maintenance of Select Insurance Coverage	16
11.	INDEPENI	DENT CONTRACTOR16	
	11.1	No Agency	16
	11.2	Separation	
12.	EXAMINA	TION AND AUDIT17	
	12.1	Maintenance of Records	17
	12.2	Franchisor's Right to Audit	
	12.3	Credit Checks	
13.	TRANSFE	R OR OTHER DISPOSITION OF FRANCHISE17	
	13.1	By Franchisor	17
	13.2	Franchisee May Not Assign Without Approval of Franchisor	
	13.3	Conditions for Approval of Transfer	
	13.4	The Franchisor's Right of First Refusal	
14.	DEATH OI	R INCAPACITY OF FRANCHISEE19	
	14.1	Entity Franchisee	19
15.		SEMENT AND INDEMNIFICATION FOR ERRORS & 19	
	15.1	Errors & Omissions Policy	19
		Errors and Omissions Indemnification	
16.	MATERIA	L BREACH, TERMINATION AND VOLUNTARY ABANDONMENT20	
	16.1	Termination for Breach/Cross Default	
	16.2	Immediate Termination	_
	16.3	Abandonment of Franchise	
		Right to Withhold Services/Obligations While In Default	
	16.5	Additional Remedies	21

17.		JPON TERMINATION, CONTINUITY OF BUSINESS AND EY IN FACT	21
	17.1	Effect of Termination	21
	17.2	Right to Enter Franchisee's Business Premises	
	17.3		
	17.4	Survival	22
18.	MINIMUM	M PERFORMANCE	22
19.		PRIOR TO SUIT, FRANCHISOR'S RIGHT TO SETTLE CLAIMS UNDS; INDEMNITY	.22
	19.1	Consent of Franchisor Prior to Suit	
	19.1		
		Limitation of Claims	
	19.4		
20.	NOTICE		23
21.	GOVERNI	ING LAW/CONSENT TO JURISDICTION	23
22.	BINDING	EFFECT	24
23.	ARBITRA	TION	24
	23.1	Consent to Arbitration	24
	23.2	Arbitration Procedure	24
	23.3	Additional Parties; Discovery	
	23.4	Arbitral Awards	
	23.5	Right to Injunctive Relief	
	23.6	Independent Resolution of Disputes	
	23.7	Savings Clause	25
24.	ENFORCE	EMENT	25
	24.1	Severability and Substitution of Valid Provisions	25
	24.2	Waiver of Obligations	26
	24.3	Force Majeure	26
25.	CONSTRU	JCTION	26
	25.1	No Third Party Beneficiaries	
	25.2	Headings	
	25.3	Time is of the Essence	
	25.4	Counting of Days	
	25.5	Integration	27

26.	RIGHTS OF PARTIES ARE CUMULATIVE27
27.	ATTORNEY FEES AND EXPENSES27
EXE	HBIT A – Certificate, Guarantee and Assumption of Obligations by Owners
EXE	HIBIT B - Collateral Assignment of Telephone Numbers, Telephone Listings and Internet Addresses
EXE	HBIT C – Hardware and Software
EXF	HBIT D – Compliance Certification

Contract Number:	
FRANCHISE AGREEN	MENT
DATE:	
SCHEDULED TERMINATION DATE:	
FRANCHISOR:	FRONTIER ADJUSTERS, INC., a Colorado corporation, 6015 Resource Lane, Lakewood Ranch, Florida 34211
FRANCHISEE:	FRONTIER FRANCHISEE/FRANCHISEE d/b/a Frontier Adjusters of Any Office, Any State
ADVERTISED LOCATION:	City, State
ZIP CODE ASSOCIATED WITH ADVERTISED LOCATION:	

RECITALS

The Parties acknowledge, represent and warrant that:

- A. Franchisor is the owner of the trade secrets, concepts, operating system, and the service marks now or hereafter involved in the operation of insurance adjusting offices using the style, service marks and trade names FRONTIER[®], FRONTIER ADJUSTERS (with logo)[®], and numerous derivations, and the business and goodwill associated with said names (collectively, the "*Marks*").
- B. Franchisor is engaged in the business of franchising advertised locations, from which franchisees provide services including: inspections, appraisals, estimates, third-party claims administration, risk management services, and investigations in connection with and using the Marks.
- C. Franchisor and its franchisees enjoy an enviable reputation among insurance companies, insurance brokers, and self-insured entities, and the maintenance of good operational ethics and standards by each franchisee is essential if the business and reputation of Franchisor are to be maintained.
- D. Many insurance companies, third party claims administrators and self-insured entities deal and transact business with Franchisor's franchisees, and the neglect or mishandling of the business of any one insurance company or self-insured entity can have a devastating effect on the business relationship of many, if not all, of Franchisor's franchisees. Mishandling includes but is not limited to failure to complete

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

- E. A principal owner of franchisee has completed and submitted to Franchiser a Franchisee Application. Franchisor is relying on the truth and accuracy of the information contained in the Franchisee Application in entering into this Agreement.
- F. If Franchisee is executing this agreement as a renewal of a franchise, Franchisor and Franchisee hereby mutually release, acquit, and forever discharge each other, including parents, subsidiaries or related companies, and its and their past and present officers, directors, and employees from any and all claims, liabilities, damages, expenses, actions or causes of action arising from their previous business dealings.

AGREEMENT

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

1. <u>LICENSE GRANTS</u>

- 1.1 <u>Grant of Franchise</u>. Franchisor hereby grants to Franchisee, upon the terms and conditions contained in this Agreement, the non-exclusive right, license and privilege, and Franchisee undertakes the obligation, to operate a Frontier Adjusters franchise (the "Franchise") using the Marks to provide a full service adjusting Franchise which shall, at a minimum, provide the following services: Casualty Claims Adjusting (GLBI), First Party Property Damage Estimates, Third Party Property Damage (GLPD), Auto Physical Damage, Heavy Equipment, Cargo, and Mediations; and may include at Franchisee's election Third Party Claims Administrative/Risk Management Services/Inspections (collectively, the "Franchised Services"); in connection with the location described as ______ (the "Advertised Location").
- 1.2 <u>License to Use Marks</u>. Franchisor hereby grants to Franchisee, upon the terms and conditions contained in this Agreement, the non-exclusive right, license and privilege to use the then current Marks in connection with providing the Franchised Services. Franchisor will notify Franchisee of any changes to the Marks.
- 1.3 Right of First Refusal Regarding Additional Products or Services. In addition to the license grants stated above, Franchisor grants to Franchisee a right of first refusal to include as part of this Agreement any new products or services offered by Franchisor to its franchisees as and when such new products and services are added by Franchisor. This right of first refusal must be accepted in writing by Franchisee within thirty (30) days after receipt of written notice by Franchisor of the new products or services. Franchisor's written notice shall describe the new products or services and outline the equipment, service standards or requirements reasonably set by Franchisor. Franchisee's written acceptance of this right of first refusal shall indicate that Franchisee can meet the standards and requirements set by Franchisor. Upon acceptance of this right of first refusal, the new products or services will be included in the definition of Franchised Services and as such covered by, and included in, the terms of this Agreement.
- 1.4 Franchisor's Reservation of Rights; National and Regional Accounts. Franchisor's sales staff concentrates its' efforts on developing National and Regional Accounts (hereafter referred to as "National Accounts") that typically require service at many different locations. As a result, Franchisor has and expects to continue to have National Accounts that require activities at or near the Advertised Location. Franchisee acknowledges that such National Accounts are reserved unto Franchisor; however, to the extent that Franchisor refers business from such accounts to its Franchisees, Franchisor shall, refer all such work

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

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

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

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

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

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

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

- Visit certain designated FANRCP customers located within fifty (50) miles of Franchisee's Advertised Location. Franchisee will not be obligated to more than a total of three (3) customer visits per calendar quarter.
- Submit follow-up visit reports to Franchisor as described in the Manual (as defined in Section 6.7).
- 1.7 Other National Accounts. Certain National Account customers may negotiate terms and conditions regarding the claim assignment process, the completion of assignments, and the return of completed work product directly with the Franchisor. Such terms and conditions often apply to multiple independent adjusting companies. Franchisee may choose whether or not to accept such assignments on a customer by customer basis. If Franchisee elects to accept assignments Franchisee agrees to adhere to the terms of such assignment as communicated by Franchisor in FACTS. If Franchisee does not elect to accept such assignments all assignments the Customer Service Center receives that would have otherwise gone to Franchisee's Advertised Location will be delivered to the nearest participating advertised location.

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

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

2. <u>ADVERTISED LOCATION</u>.

- 2.1 <u>Use of Advertised Location</u>. Franchisee shall use the d.b.a., fictitious or trade name FRONTIER ADJUSTERS OF [ANY OFFICE, ANY STATE] in carrying on the business licensed herein and for no other purpose. Franchisee will not incorporate or organize under any legal name that includes the words "Frontier Adjusters" or any derivations of that. During the term of this Agreement, the name, corporate or legal status, under which Franchisee is conducting business shall not be amended, changed or modified without the prior written consent of Franchisor. Franchisee shall use the name Frontier Adjusters of [Any Office, Any State] and shall not use any other name or logo or identification of any other business on any letterheads or any other stationery, documents or advertising materials. Franchisor may require Franchisee to use, at Franchisee's expense, certain letterhead, logos, and /or forms, designated from time to time.
- 2.2 <u>Limitations on Advertised Location</u>. Franchisee acknowledges that Franchisor has reserved the right to enter into franchise agreements with other franchisees for any and all services, and for any and all advertised locations other than the specific Advertised Location. Franchisee acknowledges that it has received and reviewed Franchisor's most recent directory and understands that in some areas there are numerous franchisees with similar advertised locations. For example, in the Greater Chicago area there

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

- 2.3 Operation of Advertised Location. To ensure Franchisee's availability to provide the Franchised Services within the Advertised Location at least one of Franchisee's owners or its' qualified multi-line adjusters must reside within twenty-five (25) miles of the zip code associated with the Advertised Location.
- 2.4 <u>Marketing the Franchise</u>. Notwithstanding the foregoing, Franchisee may market the Franchised Services, and may conduct business anywhere, for so long as Franchisee complies with the requirements of this Agreement, including specifically the proper use of the Marks and the Advertised Location. The right to conduct business throughout the United States includes the right to hire employees and independent contractors located both inside and outside of the Advertised Location. Franchisee understands that Franchisor may enter into similar agreements with other franchisees, which include the right to follow specific losses and provide services anywhere throughout the United States. Notwithstanding the foregoing, Franchisor will not enter into any franchise agreements with other franchisees that would allow the other franchisees for the Franchised Services to use the Advertised Location as part of their names.
- 2.5 Advertising; Directory. Franchisor will provide advertising in such form and manner as it selects, using the media of its choice, to promote the names and advertised locations of its various franchisees conducting business under the Marks. In all such advertising, Franchisee will be the only entity advertised as providing the Franchised Services in this Agreement at the specific Advertised Location. The Franchisor will publish on its website a listing of all advertised locations, which listing will include Franchisee in connection with the Advertised Location unless Franchisee is in default hereunder. It is the Franchisee's responsibility to ensure the accuracy of all contact information to be published on the website for the Advertised Location as well as the accuracy of all other office/contact information included elsewhere in Franchisee's operation, including but not limited to, the Franchisor's claims management system known as FACTS.
- 2.6 Marketing Fund/Franchise Marketing Advisory Council. Franchisor may at any time during the term of this Agreement, in its sole discretion, create a Marketing Fund and require Franchisee to contribute to such Marketing Fund a fee of up to 1% of the gross receipts from the billings of Franchisee. Such Marketing Fund will be used to promote the services of the Frontier Adjusters' network of franchised offices and other uses as Franchisor, in its sole discretion, deems appropriate. If and when such Marketing Fund is created, Franchisor may, in its sole discretion, create a Franchise Marketing Advisory Council (the "Advisory Council") comprised of franchisees for the purpose of serving as an advisory council to Franchisor with respect to marketing, operations, new service suggestions and other matters relating to the use of the Marketing Fund. The Advisory Council will be established and operated according to rules and regulations we periodically implement.
- 2.7 <u>Technology/Customer Service Center Fee</u>. Franchisor may at any time during the term of this Agreement, in its sole discretion, implement a Technology/Customer Service Center Fee. Such a fee will not exceed 1% of the gross receipts from the billings of Franchisee and will be used to fund technological system enhancements and support the operations of the Customer Service Center (see Section 1.6).

3. TERM; RENEWAL.

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

4. <u>PAYMENTS TO FRANCHISOR</u>.

- 4.1 <u>Initial Franchise Fee.</u> Unless this Agreement is being executed because Franchisee has renewed its right to be a franchisee pursuant to Section 3, Franchisee shall pay Franchisor an initial franchise fee of Fifteen Thousand Dollars payable as follows: Five Thousand Dollars (\$5,000) at the time this Agreement is executed plus an additional Ten Thousand Dollars (\$10,000) will be paid by Franchisee to Franchisor in weekly installments of Fifty dollars (\$50.00) for the first 200 weeks of the term of this Agreement. Franchisor is authorized to deduct the weekly payments of the franchise fee from Franchisor's weekly payment to Franchisee as set forth below in Section 4.3. In the event of a termination of this Agreement prior to the expiration of the Term, for any reason, Franchisee will be required to pay for the unpaid balance of the initial franchise fee.
- 4.2 <u>Royalty Fee</u>. As compensation for the license to use the Marks and for services and supplies rendered by Franchisor, Franchisee shall pay to Franchisor a fee of fifteen percent (15%) of the gross receipts from the billings of Franchisee. Franchisor may withhold amounts necessary to pay individual state sales and use taxes, if applicable.
- 4.3 <u>Payment of Royalty Fee</u>. The purpose of the royalty payment structure is to provide convenience to both the Franchisee and its clients. Franchisee shall use Franchisor's computerized billing system (i.e. FACTS) to prepare billings to its clients on a timely basis, in conformity with reasonable instructions of Franchisor, which bills shall be in the form reasonably specified by Franchisor. Franchisee

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

- 4.4 Fee for Improper Billings. Franchisee will be obligated to pay Franchisor thirty percent (30%) of any billings invoiced on forms (i) not furnished or provided by Franchisor or (ii) on which the insurance company or client is not instructed to make payment for said bill to Franchisor. This additional percentage payment permits Franchisor to be compensated for processing billings not invoiced on forms furnished or provided by Franchisor.
- 4.5 Advances and Credits. The parties do hereby acknowledge that from time to time various advances and credits may be extended by Franchisor to Franchisee, and for the purpose of covering any such advances, Franchisee does hereby assign, transfer and set over unto Franchisor all of the rights, title and interest of Franchisee in and to the unpaid billings of Franchisee, and does hereby grant a lien on such billings to Franchisor. Franchisor is authorized to apply the said billings, on receipt, to the indebtedness due to it from Franchisee and may take reasonable steps to secure its' interest in such billings.
- 4.6 <u>Right of Setoff and Recoupment</u>. Franchisee hereby grants to Franchisor a right of set-off and recoupment whereby Franchisor may withhold from any payments due to Franchisee, any amounts Franchisee owes to Franchisor under this Agreement or otherwise. Franchisor shall keep accurate records of any indebtedness due it from Franchisee. Upon request by Franchisee, Franchisor shall provide Franchisee an accounting of all amounts Franchisor believes are owed to it by Franchisee. Franchisee shall immediately notify Franchisor if it does not believe that any withholdings or set-offs made by Franchisor are correct.
- 4.7 <u>Assignment of Administrative Functions</u>. Upon thirty (30) days' prior written notice to Franchisee, Franchisor may assign its rights and obligations under this Section 4. Franchisee will take all actions reasonably requested by Franchisor to facilitate a smooth transition to any such assignee.

5. OWNERSHIP REPORTS AND OWNERSHIP CERTIFICATE AND GUARANTEE

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

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

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

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

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

6. RESTRICTIVE COVENANTS.

- 6.1 Non-Compete and Devotion of Time During Term. During the Term of this Agreement, Franchisee shall not directly, or indirectly, for itself, or through, on behalf of or in connection with any other person, partnership, corporation, limited liability company or entity, participate with or accept employment by, or own an interest in, any person, partnership, corporation, limited liability company or other entity that is engaged in providing or rendering the Franchised Services, that could be or is competitive with Franchisor or its franchisees.
- 6.2 Non-Compete After Term. For a period of two (2) years after the termination of the Franchise for any reason (including, but not limited to, the failure by Franchisee to renew the Franchise as provided for in Section 3), Franchisee shall not directly, or indirectly, for itself, or through, on behalf of or in connection with any other person, partnership, corporation, limited liability company or entity, compete with Franchisor or any of its franchisees within the Advertised Location and for a distance of 100 miles outside of the Advertised Location for a period of two (2) years thereafter. This covenant not to compete shall, among other things, preclude the ownership of an interest in any business or entity (or acting as an employee or independent contractor) that conducts a business competitive with Franchisor or competitive with any of its franchisees. The time period referred to in this Section shall be stayed during a violation or breach of the terms of this Section.
- 6.3 <u>Non-Solicitation of Customers</u>. For a period of two (2) years after the termination of the Franchise for any reason (including, but not limited to, the failure by Franchisee to renew the Franchise as provided for in Section 3), Franchisee shall not, directly or indirectly, for itself or through, on behalf of or in connection with any other person, partnership, corporation, limited liability company or entity, solicit or attempt to solicit or cause to be solicited, for purposes of competing with the Franchise or other

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

- 6.4 <u>No Restrictive Agreements</u>. Franchisee represents and warrants that it is not subject to agreements which would in any way impair or restrict its ability to carry out the Franchised Services.
- 6.5 <u>Restrictive Covenants Binding on Owners</u>. By his or her execution of the Acceptance of Owners which follows the signature page of this Agreement, each of Franchisee's shareholders, members, partners or other equity owners (collectively, "Owners") agrees to be bound by the terms of this Section 6 to the same extent as Franchisee.
- 6.6 Acknowledgments Regarding Reasonableness. Franchisee understands and agrees that the time periods and geographic restrictions described in this Section 6 are reasonable and necessary to protect Franchisor if this Agreement is terminated or expires and that these covenants are necessary to permit Franchisor the opportunity to resell and/or develop a new franchise with respect to the Advertised Location. The covenants described in this Section are limited by, and the enforcement of them is subject to, any prevailing law or statutes of the state(s) in which Franchisee conducts business.
- 6.7 <u>Confidentiality; Ownership of Proprietary Information</u>. No patents or copyrights are material to the Franchise, other than Franchisor's copyright in the Manual and computer programs. Franchisee may use the proprietary information in the Manual and computer programs solely in connection with operating the Franchise, and for no other purposes. Franchisor treats the information in the Manual as confidential and proprietary. Franchisee must also treat the Manual and the information contained in the Manual as confidential and proprietary. Franchisee must also ensure its employees treat the Manual and the information contained therein as confidential and proprietary.

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

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

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

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

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

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

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

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF FRANCHISEE

Franchisee and each of its Owners state as follows:

- 7.1 <u>Independent Investigation</u>. Franchisee acknowledges that it has had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Agreement and to review the franchise disclosure document/disclosure statement prior to executing this Agreement. Franchisee is entering into this Agreement after having made an independent investigation and an objective assessment of Franchisee's own business experience and ability, and not based upon any representation by Franchisor as to the profits or sales volume that Franchisee might be expected to realize, nor upon any representations or promises by Franchisor that are not expressly contained in this Agreement or said disclosure document.
- 7.2 <u>No Warranty Regarding Success</u>. Franchisee acknowledges that any assistance, approval or advice given by Franchisor under or in connection with this Agreement shall not constitute a warranty of the financial success of the Franchise.
- 7.3 <u>Licenses and Permits</u>. Franchisee and each of its Owners, officers, directors, employees and agents is on the date hereof, and will be throughout the term of the Franchise granted hereunder, qualified and has all of the required permits and licenses and required legal authorization to carry on and conduct a business as described in this Agreement, including as stated in Section 5.3.
- 7.4 Ownership and Experience. Franchisee, together with its advisors, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise.
- 7.5 Forms of Agreement. Franchisee is aware that other present or future franchisees of Franchisor may operate under different forms of agreements, and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.
- 7.6 <u>Independent Advice</u>. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that attorneys or agents for Franchisor have not advised or represented Franchisee with respect to this Agreement or the relationship created by this Agreement.

8. TELEPHONE; OFFICE; FORMS; STATIONERY

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

- 8.2 <u>Telephone Availability</u>. During all regular business hours, Franchisee will maintain a voice mail system (and a place of operation if required by state law). In addition, Franchisee will provide 24 hours, 7 days per week telephone support for Franchisee's business operations (which may consist of an answering service, cellular "Smartphone", or other electronic means of communicating with Franchisee). It is mutually agreed by Franchisor and Franchisee that adequate service standards require that Franchisee respond to "after hours" emergency telephone communication from Franchisor within ten (10) minutes. Unless prior notice is provided via e-mail to Franchisor, Franchisee or a designated representative must be available to respond to after-hours claim assignments. After-hours claim assignments can occur any time other than normal business hours including nights, weekends and holidays. Franchisee or its designated representative(s) must be available to respond to after-hours claim assignments; Franchisee must provide advance notice to Franchisor if Franchisee will not be available. Furthermore, Franchisor must be promptly notified in writing if any of Franchisee's contact information changes.
- 8.3 <u>Payment of Operating Costs</u>. The rental of office premises, the payment of all utilities, including the telephone, the purchase of office equipment and the maintenance, any continuing education/training expenses, and the general operating expenses of the business shall be the sole responsibility of Franchisee. Franchisee shall pay all such expenses in a timely manner in order to maintain a proper credit standing and preserve the goodwill associated with the Marks.
- 8.4 <u>Forms</u>. Franchisee must use electronic invoice forms provided by the Franchisor's internet based claims management and billing system. All outgoing reports must include Franchisor's then current Marks. All other supplies used by the Franchise shall be purchased by Franchisee.
- 8.5 Telephone. Franchisee shall contract for its telephone service, including any facsimile or electronic mailing arrangements, in the name of Frontier Adjusters of [Any Office, Any State] and the telephone company shall be instructed by both parties to carry out the instructions of Franchisor with relation to the utilization, maintenance or transfer of the telephone service. Franchisor has the right to require that the Franchisee utilize a particular, preferred telephone system vendor (e.g. RingCentral). Franchisee shall provide Franchisor with reasonable, independent access to Franchisee's telephone system; if the preferred telephone vendor utilizes a password protected process for controlling telephone answering, telephone messages and call forwarding, Franchisee agrees to provide Franchisor with the password and further agrees not to change the password without receiving written consent from Franchisor. It is mutually agreed by Franchisor and Franchisee that Franchisor access is necessary to help ensure the provision of adequate customer service. Franchisor reserves the right to change required telephone system vendors from time to time. Franchisor also reserves the right to implement a centralized corporate-based phone system for use by all Franchisees. Franchisor may seek reimbursement from Franchisee for certain related fees and collect the reimbursement from Franchisee via offsets to weekly remittances paid to Franchisee by Franchisor. Franchisee shall not terminate, change or disconnect any telephone service without the prior written consent of Franchisor. Franchisee must have dedicated telephone service established prior to opening the Franchise.
- 8.6 Website. Any website used by Franchisee must be approved by Franchisor prior to usage and shall be conducted in the name of Frontier Adjusters of [Any Office, Any State] and any person or organization who contracts with Franchisee for website related services shall be instructed by both parties to carry out the instructions of Franchisor with relations to the utilization, maintenance, and/or transfer of the website.
- 8.7 <u>Telephone and Internet Power of Attorney</u>. Contemporaneously with the execution and delivery of this Agreement, Franchisee shall have signed and delivered to Franchisor a Telephone and Internet Power of Attorney in substantially the form set forth on <u>Exhibit B</u>, which document shall authorize Franchisor to take such actions as are described in this Section 8.

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

9. MARKS.

- 9.1 Ownership and Goodwill of Marks. Franchisee acknowledges that Franchisor is the owner of the Marks, which Marks are licensed to Franchisee by this Agreement. Franchisee acknowledges that Franchisee's right to use these Marks is derived solely from this Agreement, and its rights are limited to a license granted by Franchisor to conduct the business of Franchisee pursuant to and in compliance with this Agreement and all applicable standards, specifications and operating procedures prescribed by Franchisor from time to time during the term of the Franchise. Franchisee will not contest Franchisor's ownership or rights in or to the Marks. Any unauthorized use of the Marks by Franchisee shall constitute an infringement of the rights of Franchisor in and to the Marks. Franchisee acknowledges that the Marks may change from time to time and Franchisor will notify Franchisee of any such changes.
- 9.2 <u>Limitations on Franchisee's Use of Marks</u>. Franchisee agrees to use the Marks as the sole identification of Franchisee's business, provided Franchisee shall identify itself as the independent owner in the manner prescribed by Franchisor. Franchisee shall not use any Mark as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols, or in any modified form except to the extent set forth herein. Nor may Franchisee use any Mark in connection with the provision or sale of any service other than the Franchised Services or in any other manner not expressly authorized in writing by Franchisor. Franchisee agrees to prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms designated by Franchisor, and in the manner prescribed by Franchisor, to give such notices of trade and service mark registrations and copyrights as Franchisor specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law.
- 9.3 Notification of Infringements and Claims. Franchisee shall immediately notify Franchisor of any apparent infringement of or challenge to Franchisee's use of any Mark, or claim by any person of any rights in any Mark, and Franchisee shall not communicate with any person other than Franchisor and its counsel in connection with any such infringement, challenge or claim. Franchisor shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark, and Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain the interests of Franchisor and its affiliate in any such litigation, Patent and Trademark Office proceeding or other proceeding, or to otherwise protect and maintain the interests of Franchisor and its affiliate in the Marks.
- 9.4 <u>Limited Authorization</u>. Franchisor has not authorized nor empowered Franchisee to use the Marks except as provided by this Agreement and Franchisee shall not employ any of the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation, or in any manner that is likely to confuse or result in liability to Franchisor for any indebtedness or obligation of Franchisee.
- 9.5 Owners to be Bound. Each of the Owners, by signing the Acceptance of Owners, agrees to be personally bound by the terms and conditions of this Section 9.

10. PERFORMANCE REQUIREMENTS.

- 10.1 <u>Limitations on Employment and Certain Services</u>. Franchisee specifically covenants and agrees that while this Agreement is in effect, it will not directly or indirectly engage in public adjusting or the practice of law. Any of the above actions shall constitute an abandonment and breach by Franchisee of this Agreement, whereupon Franchisor may immediately, upon written notice, terminate this Agreement for cause.
- 10.2 <u>Non-Provision of Franchised Services</u>. If, for any reason (including without limitation capacity or business line issues), Franchisee is unable or unwilling to provide any one or more of the Franchised Services to any customer or potential customer of Franchiser or Franchisee, then Franchisee shall, within twenty-four (24) hours after receipt of such referral or inquiry from such customer or potential customer, refer such information relative thereto to Franchisor's home office. Franchisee's election not to engage or perform such services shall constitute a waiver of its rights hereunder to do so and Franchisor shall be free to perform such services itself or to refer such inquiry or referral to another franchisee, or to any other person or entity. Franchisee's failure to refer any such inquiries or referrals to Franchisor as herein described shall constitute an abandonment and breach by Franchisee of this Agreement, whereupon Franchisor may immediately, upon written notice, terminate this Agreement for cause.
- 10.3 <u>Devotion of Time and Effort</u>. At least one individual who owns or holds twenty percent (20%) or more of Franchisee's stock or ownership interests and is licensed to the extent required by state law in each state in which the Franchisee operates will be actively involved in the day-to-day operation of the Franchise and devote to the conduct of the Franchisee's business herein sufficient effort and time to ensure the success of the business, and shall not permit any other venture to materially interfere in any way with the operation of the Franchise. By way of example, day-to-day involvement in the operation of the Franchise would typically include, but not be limited to, (i) either personally handling customer assignments or supervising staff who are handling customer assignments, (ii) preparing and/or reviewing reports and invoices prior to being submitted to customers, (iii) marketing and promoting the services provided by the Franchise, (iv) working directly with customers and Franchisor's corporate office staff to ensure effective operation of the Franchise, and (v) attending any national or regional conferences hosted by Franchisor.
- 10.4 <u>No Injurious Acts</u>. Franchisee will not do any act prejudicial or injurious to the goodwill or name of Franchisor or its franchisees, or to the Marks, including but not limited to (a) instituting or threatening to institute any legal action against any customer of Franchisee or any of Franchisor's customers, and (b) not paying vendors timely for services rendered, etc.
- 10.5 Manual; Quality Measures; Service Requirements; Background Check. Franchisee shall provide the Franchised Services and operate the Franchise in strict compliance with the Franchisor's quality measures and service requirements, and those other provisions of the Manual designated as mandatory by Franchisor. The provisions of the Manual designated as mandatory are an integral part of this Agreement as if fully set forth herein, and Franchisee is required to fully comply with any provision of the Manual designated as mandatory, as the Manual may be amended from time-to-time. Franchisee's failure to comply with any mandatory provisions of the Manual shall be regarded as a breach of this Agreement. The Manual may also contain certain guidelines, suggestions, or recommendations that are not mandatory. Franchisee is free to disregard any such provisions, and must disregard them if they conflict with applicable law. Franchisor has the right to add to, delete from, modify, or otherwise change the Manual at any time, including without limitation, by adding new or enhanced products or services, new operational requirements, and new techniques and methods of operation, but no such modifications shall vary or alter any of the commercial terms of this Agreement. Modifications in the Manual designated as mandatory shall become effective upon delivery of written or electronic notice to Franchisee. Electronic

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

- 10.6 <u>Local Claims Handling Resources</u>. To help ensure adequate customer service, Franchisee will maintain adequate resources to promptly handle multi-line claim assignments. At least one such resource must reside within 30 miles of the Advertised Location. The name and contact information of such resource is to be provided to Franchisor at the time of signing this Agreement or any future request of the franchisor; in the event of future resource turnover, Franchisee will promptly provide an updated name and contact information to Franchisor.
- 10.7 <u>Compliance</u>. Franchisee shall operate the Franchise in conformance with all applicable laws and consistent with the terms hereof as well as any reasonable written performance requirements and standards provided in writing (including via electronic media) by Franchisor to Franchisee, which requirements and standards may be in the Manual, or otherwise.
- 10.8 <u>Limit on Fiduciary Services</u>. Franchisee shall not hold money or property or act as a trustee or fiduciary for or on behalf of any customer or client (other than salvage or damaged property associated with an open claim) without Franchisor's written consent.
- of computer hardware and Software. Franchisee represents that it has been trained in the use of computer hardware and software, including the Internet, or similar electronic communication media. Franchisee has and will maintain, during the term of the Franchise granted hereunder, an Internet service provider and has the ability to communicate with others through a computer. Franchisee will establish Internet service prior to opening the Franchise. Franchisee shall obtain, maintain and use the hardware and software, and services as required, and set forth on the attached Exhibit C to this Agreement, which may be changed by Franchisor from time to time upon reasonable advance notice to Franchisee. Franchisor will provide Franchisee, free of charge, training and access to Franchisor's proprietary internet based claims management system ("FACTS"). Franchisee will utilize FACTS, subject to the FACTS user terms and conditions, or stated on the FACTS log-in page, within Franchisee's operation and process all assignments on this system, including, but not limited to using FACTS for: all email communications connected to assignment with customer, storing all reports, photos and other documents connected to an individual assignment, preparing all time sheets and invoices and storing said time sheets and invoices,

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

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

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

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

- 10.10 <u>Training</u>. Franchisee agrees to fulfill training and continuing education requirements in each state in which Franchisee owns an advertised location. Franchisee will maintain a level of continuing education and training commensurate with other experienced multi-line adjusters of insurance companies, self-insured entities, and other independent adjusters. From time to time, Franchisor may offer training programs or materials as a convenience to our franchisees. We provide no mandatory training programs, with the exception of FACTS system training. At the reasonable request of Franchisee, Franchisor will furnish reasonable additional assistance and advice to Franchisee concerning Franchisee's performance hereunder and the operation of the Franchise. Such assistance shall be provided at such times and at such places as are mutually convenient to both Franchisee and Franchisor.
- 10.11 <u>Obligation to Report E&O Claims</u>. Franchisee shall report to Franchisor, within five (5) days after notification, any and all claims or threatened claims received by Franchisee with respect to the Errors and Omissions Policy described in Section 15.
- 10.12 <u>Notification of Criminal Acts</u>. Each officer, director, or Owner of Franchisee shall notify Franchisor within two (2) days after being arrested for, or charged with, any criminal act, other than motor vehicle violations.

- 10.13 <u>No Public Figures</u>. Franchisee may not employ or use any public figure in any advertising of any kind with relation to the operation of its business.
- 10.14 <u>Maintenance of Select Insurance Coverage</u>. Franchisee shall maintain general liability, automobile liability (and ensure all employees and independent contractors handling customer assignments on behalf of Franchisee maintain automobile liability insurance) and such other forms of insurance as are reasonably necessary to adequately insure the Franchise. Franchisee will provide to Franchisor evidence of such insurance coverage from time to time upon Franchisor's request. Before Franchisee opens for business, Franchisee must obtain insurance coverage as specified below and any other insurance required by Franchisee's state or locality (such as workers' compensation). Franchisee must name Franchisor as an additional insured and require Franchisee's carrier to give Franchisor a certificate of insurance. Franchisee must purchase this insurance coverage from a responsible carrier. Franchisee must keep an insurance policy in force during the term hereof with the following limits:
- (a) \$2,000,000 comprehensive general liability insurance combined single limit (including premises and operations liability, products and completed operations liability, blanket contractual liability, broad form property damage liability, and care, custody and control. (b) \$1,000,000 motor vehicle liability coverage combined single limit on each owned, non-owned or hired vehicle that Franchisee will use.

11. INDEPENDENT CONTRACTOR.

- absolute control in all matters involving discretion and judgment in the operation of the Franchise, including which customers to service, and both parties recognize and acknowledge that in all business transactions occurring pursuant to the terms of this Agreement, Franchisee is an independent contractor. This Agreement does not constitute or authorize Franchisee to act as an agent, legal representative, joint venturer, partner, employee or servant of Franchisor for any purpose whatsoever. Franchisee may not represent to third parties that Franchisee is an agent of Franchisor and it is understood between the parties that Franchisee shall be an independent contractor and is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt or any other obligation of Franchisee. Franchisee specifically acknowledges that Franchisor shall in no way be responsible for any injuries to persons or properties resulting from the operation of Franchisee's business.
- 11.2 <u>Separation</u>. Franchisor shall not be responsible for the payment of state or federal payroll taxes, or FICA, to any state or federal government agencies related to Franchisee's operations. Neither Franchisee nor its employees is entitled to any benefits from Franchisor, including workers' compensation benefits, medical or life insurance, or participation in any other benefit plans. Franchisor will not provide Franchisee with any business registrations or licenses. Franchisor has no authority to supervise or control the actual work of Franchisee and its employees.

Additionally, Franchisee acknowledges that:

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

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

12. EXAMINATION AND AUDIT.

- 12.1 <u>Maintenance of Records</u>. Franchisee shall maintain written and up-to-date records of its billings and accounts and will maintain neatly organized client files. Franchisee will maintain all client files in accordance with any client or customer requirements communicated in writing by such clients or customers to Franchisee. Furthermore, Franchisee must store their claim files electronically within FACTS.
- 12.2 <u>Franchisor's Right to Audit.</u> Franchisor or its designated agent shall have the right and be provided by Franchisee the opportunity at all reasonable times to examine and audit the books, records, reports, files and other materials of Franchisee appurtenant to or incidental to the conduct of the Franchise. At Franchisor's request, Franchisee shall, within 5 business days, provide an opportunity and make available to Franchisor's agent all books, records, files, personal and corporate tax returns, or other material requested by Franchisor in connection with any such examination or audit. Additionally, Franchisee shall, at Franchisor's request, mail copies of all requested documents to Franchisor within five (5) business days after a written request therefor.
- 12.3 <u>Credit Checks</u>. From time to time during the Term, Franchisor may review credit information of Franchisee, and, the credit information of any officers, directors, or Owners of Franchisee. Franchisee acknowledges and grants the Franchisor the authority to do so.

13. TRANSFER OR OTHER DISPOSITION OF FRANCHISE.

- 13.1 <u>By Franchisor</u>. This Agreement and the rights and obligations of Franchisor hereunder are fully transferable by Franchisor and shall inure to the benefit of any transferee(s) or other legal successor(s) to the interest of Franchisor herein, provided that Franchisor shall, subsequent to any such transfer, remain liable for the performance of its obligations under this Agreement up to the effective date of the transfer.
- 13.2 <u>Franchisee May Not Transfer Franchise Without Approval of Franchisor</u>. Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee's Owner(s) and that Franchisor has granted the Franchise in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Franchisee's Owner(s). Therefore, neither the rights under this Agreement, the Franchise (or any interest therein) nor any part or all of the ownership of Franchisee may be voluntarily, involuntarily, directly or indirectly transferred, sold, subdivided, subfranchised or otherwise transferred by Franchisee or Franchisee's Owner(s) including, without limitation, by merger or consolidation, by issuance of additional securities representing an ownership interest in Franchisee, or, in the event of the death of Franchisee or an owner of Franchisee, by will, declaration of or transfer in trust or the laws of intestate succession, without the prior written approval of the Franchisor, and any such transfer without such approval shall constitute a breach hereof and convey no rights to or interests in the Franchise.

- 13.3 <u>Conditions for Approval of Transfer</u>. If Franchisee's Owner(s) are in full compliance with this Agreement, Franchisor shall not unreasonably withhold its approval of an transfer of the Franchise, provided that the proposed transferee and its owners are, in the opinion of the Franchisor, individuals of good moral character who have sufficient business experience, aptitude and financial resources to own and operate the Franchise and otherwise meet the Franchisor's then applicable standards for franchisees, and further provided that the following conditions are met prior to, or concurrently with, the effective date of the transfer:
 - (a) All obligations of Franchisee and its Owners(s) incurred in connection with this Agreement have been discharged or assumed by the transferee (s); and
 - (b) The transferee (s) shall have completed any training program required of new franchisees;
 - (c) All sums due by Franchisee to Franchisor or to its other franchisees, and all of Franchisee's accounts payable, must be paid; and
 - (d) The transferee (s) and its or their owner(s) shall have executed and agreed to be bound by the form of franchise agreement and such other ancillary agreements as are then customarily used by the Franchisor in the grant and transfer of franchises; and
 - (e) Franchisee or the transferee(s) shall have paid a transfer fee to the Franchisor equal to Five Hundred Dollars (\$500) to defray expenses incurred by the Franchisor in connection with the transfer, including without limitation, legal and accounting fees, credit and other investigation charges and evaluation of transferee(s) and the terms of the transfer; and
 - (f) The transferee shall have provided to Franchisor, in writing, adequate assurance of future performance reasonably satisfactory to Franchisor; and
 - (g) Franchisee and its Owner(s) shall have executed a termination agreement, in a form satisfactory to the Franchisor; and
 - (h) Franchisor shall have approved the material terms and conditions of such transfer, including, without limitation, that the price and terms of payment are not so burdensome as to adversely affect the future operations of the Franchise by such transferee (s) in compliance with the Franchisor's then standard franchise agreement and ancillary agreements; and
 - (i) Franchisee and its Owner(s) shall reaffirm a covenant not to compete in favor of the Franchisor and the transferee (s), all as contained within Section 6 of this Agreement; and
 - (j) Franchisor has not exercised its right of first refusal under Section 13.4 of this Agreement.
- 13.4 <u>Franchisor's Right of First Refusal</u>. If Franchisee or any of its Owner(s) shall at any time determine to sell or transfer an interest in the Franchise or in Franchisee, Franchisee or its Owner(s) shall obtain a bona fide, executed written offer from a reasonable and fully disclosed purchaser and shall submit an exact copy of such offer including all material terms included in such offer (i.e. the purchase agreement and any additional related agreements) to Franchisor. Franchisor shall have the right, exercisable by written notice delivered to Franchisee or its Owner(s) within thirty (30) days from the date of delivery of an exact copy of such offer to Franchisor, to purchase such interest in the Franchise or such ownership interest in Franchisee for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute cash for any non-cash form of payment (in such amount as is reasonably

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

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

14. DEATH OR INCAPACITY OF FRANCHISEE.

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

15. REIMBURSEMENT AND INDEMNIFICATION FOR ERRORS & OMISSIONS.

- 15.1 Errors & Omissions Policy. Franchisee shall reimburse Franchisor for the annual premium, including other costs and expenses, to keep in force for the protection of Franchisee and Franchisor an Errors & Omissions Policy in such amounts as may be reasonably determined by Franchisor; Franchisee is responsible to reimburse Franchisor the full annual premium amounts as reasonably determined by Franchisor as of the policy inception dates. Premiums reimbursed by Franchisee to Franchisor are non-refundable, regardless of a termination or transfer of the Franchise occurring during the term of the policy. Franchisor will seek to obtain coverage on commercially reasonable terms (typically on a "claims-made" basis), consideration being given to the fact that each and every office shall be insured. Franchisee acknowledges its responsibility to review and understand the Errors & Omissions Policy coverage and policy limits and to procure whatever supplemental and/or tail Errors & Omissions coverage Franchisee may deem necessary. Franchisee agrees to defend, indemnify and hold Franchisor and/or its franchisees (other than Franchisee) harmless for, from and against any acts of Franchisee and Franchisee's agents, servants and employees that result in damage or harm to Franchisor and/or to its other franchisees.
- 15.2 <u>Errors and Omissions Indemnification</u>. If this Agreement or the Franchise granted hereunder is terminated for any reason, and thereafter Franchisor is obligated to pay the errors and omissions deductible or any other amount that it is obligated to pay on an errors and omissions claim arising out of a transaction handled by Franchisee, then Franchisee does hereby agree to repay the amount to Franchisor and to defend, indemnify and hold Franchisor harmless for, from and against any and all liability Franchisor might have on the errors and omissions claim arising by virtue of the activity of Franchisee while this Agreement was in effect.

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

- 16.1 <u>Termination for Breach/Cross Default</u>. Any breach by Franchisee of the provisions of this Agreement shall be grounds for termination for cause by Franchisor of the Franchise granted hereunder, as well as any and all other Franchises granted by Franchisor to Franchisee (including any Franchisee affiliate) regardless of whether or not any and all other Franchises are in breach. Written notice of breach shall be given to Franchisee and thereafter Franchisee shall have thirty (30) days in which to cure the same, if the breach may be cured. Thereafter, Franchisor may immediately terminate the Franchise by written notice to Franchisee if any of the breaches described in the notice are not cured within the above-mentioned thirty (30) day cure period; this action to terminate the Franchise will simultaneously terminate any and all other Franchises granted by Franchisor to Franchisee (including any Franchisee affiliate) unless otherwise agreed upon in writing and signed by both Franchisor and Franchisee.
- 16.2 <u>Immediate Termination</u>. In addition to the rights described in Sections 10.1, 10.2, and 16.1 above, Franchisor, by a written notice to Franchisee effective immediately, may terminate the Franchise granted hereunder for cause, without the opportunity for cure, on the following grounds:
 - A. Voluntary abandonment of the Franchise or Franchisee's business by Franchisee, as described in Section 16.3;
 - B. The conviction of Franchisee or an officer, director, shareholder, member or partner of Franchisee of an offense directly related to the Franchise;
 - C. Bankruptcy or insolvency of Franchisee or of any owner of more than 50% of its stock, membership interests, partnership interests or other equity interests;
 - D. Assignment for the benefit of creditors or similar disposition of the assets of the Franchise;
 - E. Any act by or conduct of Franchisee or an officer, director, shareholder, member or partner of Franchisee that materially impairs the goodwill associated with the Marks;
 - F. Failure to strictly comply with the arbitration process as described in Section 22 of this Agreement;
 - G. Without the prior written consent of Franchisor, operation by Franchisee of any other business or business activity in or from the Franchise premises;
 - H. Failure of Franchisee, or an officer, director, shareholder, member or partner of Franchisee to keep in good standing all required regulatory licenses;
 - I. Failure of Franchisee to keep and maintain a telephone listing and service in good standing or the failure to pay the telephone bills resulting in a termination and discontinuance of telephone service;
 - J. Franchisee's receipt, during any consecutive 24-month period, of three or more notices of default under this Agreement (whether or not the notices relate to the same or to different defaults and whether or not each default is timely cured by Franchisee);
 - K. Failure to respond to Franchisor's written, telephonic or electronic communication sent to Franchisee within 5 business days after trying to communicate; and

- L. Franchisee bills any insurance company or other client for services performed on any billing invoice or form not furnished and provided by Franchisor, or on which invoice or billing the insurance company or client is not instructed to make payment for the said bill to Franchisor.
- 16.3 <u>Abandonment of Franchise</u>. If Franchisee shall absent himself from the Franchise premises, or shall fail to make provision for conduct of the Franchise by its agents, servants or employees, Franchisee will be deemed to have abandoned the Franchise and Franchisor may forthwith terminate the Franchise granted under this Agreement for cause, without opportunity for cure, pursuant to Section 16.1.
- 16.4 <u>Right to Withhold Services/Obligations While In Default</u>. If Franchisee commits any act or omission that would give rise to Franchisor's right to terminate, then Franchisor is permitted to, instead of or in addition to terminating, withhold, postpone, or forgo any services, payments, access to any electronic systems or other materials or programs, or any other obligations imposed on Franchisor by this Agreement or the Manual, until Franchisee has cured its violation or has otherwise remedied the default to Franchisor's satisfaction.
- 16.5 Additional Remedies. In addition to any other remedies Franchisor may have, at law or under this Agreement, Franchisee agrees to pay as liquidated damages such amounts as set forth in the Manual from time to time should Franchisee fail to meet any quality measures, performance standards, or service requirements set out in this Agreement or the Manual, which liquidated damages Franchisee acknowledges are a reasonable pre-estimation of the internal and external cost to Franchisor related to such failures. Such liquidated damages will range from \$1-\$250 for each violation, and may be assessed each week Franchisee is found to be in violation. Any liquidated damages assessed shall be immediately due and payable by Franchisee within ten (10) days of Franchisor providing notice to the Franchisee of a violation. Franchisee's obligation to pay liquidated damages as provided herein is not an exclusive remedy. Franchisor may elect to pursue other remedies available to it, including without limitation, the right to enjoin continuing violations or termination of this Agreement.

17. <u>EVENTS UPON TERMINATION, CONTINUITY OF BUSINESS AND ATTORNEY IN FACT.</u>

- 17.1 Effect of Termination. In the event of termination of this Agreement or the Franchise granted hereunder for any reason, all books, records, client lists, the Manual, materials containing the Marks, and files shall become the property of Franchisor, and Franchisee shall deliver such items and all copies to Franchisor within three days after the termination effective date, as Franchisor may require, and Franchisee shall immediately cease using any of the foregoing. Franchisee will sign Franchisor's then current form of Termination Agreement. Franchisee will immediately cease use of the Marks upon termination of this Agreement for any reason. Franchisee shall promptly execute such documents or take such actions as may be necessary to abandon the Franchisee's use of any assumed name containing any of the Trademarks adopted by the Franchisee and to remove the Franchisee's listing as a business from all phone and online directories. Franchisor shall have the right to obtain injunctive relief, without notice to Franchisee, from any court, which relief shall require Franchisee to comply with the terms of this paragraph.
- 17.2 <u>Right to Enter Franchisee's Business Premises</u>. In the event of an uncured default hereunder by Franchisee, or if the Franchise has been terminated, Franchisor shall have the right to enter Franchisee's business premises and do and perform all acts and services reasonably required or necessary for the purpose of conducting the business franchised herein, without prejudice to Franchisor's right to terminate this Agreement or the Franchise granted hereunder.

- 17.3 Power of Attorney. At the time this Agreement or the Franchise granted hereunder is terminated or expires, pursuant to the document set forth as Exhibit B, which shall have been signed contemporaneously with the execution and delivery of this Agreement, Franchisor shall succeed to all telephone listings, including any facsimile or electronic mailing arrangements, and all post office boxes and the right to instruct the postal department with relation to any continuity, change or forwarding arrangement, and the right to instruct the telephone company with relation to continuing, changing or rerouting of telephone services. Franchisor shall also succeed to any website, email address or other electronically controlled media containing any reference to "Frontier" or "Frontier Adjusters." Franchisee will immediately notify Franchisor and execute and deliver to Franchisor a new document in the form set forth as Exhibit B each time any of the information required on Exhibit B changes. For the purpose of enabling Franchisor to carry out the terms and conditions of this Section, Franchisee does hereby irrevocably appoint Franchisor as Franchisee's true and lawful attorney-in-fact to effect such continuity or changes involving the telephone, any electronic medium, and postal arrangements as Franchisor, by and through its officers, may direct. Franchisee agrees to promptly execute any and all documents required by Franchisor to effect the transfers herein described.
- 17.4 <u>Survival</u>. Notwithstanding the termination of this Agreement or the Franchise hereunder, all provisions, which by their terms, shall survive the termination of the Franchise (such as indemnification, restrictive covenants, and provisions with respect to the Marks), and all provisions herein necessary to enforce and interpret such provisions, including, without limitation the provisions regarding arbitration and injunctive relief, shall survive the termination or expiration of the Franchise or of this Agreement.

18. MINIMUM PERFORMANCE.

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

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

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

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

- 19.2 <u>Franchisor's Right to Settle Claims</u>. In the event of a billing or other dispute between Franchisee and a client for whom Franchisee has provided services, Franchisee does hereby grant and extend to Franchisor the discretionary right to investigate, settle and resolve said claim, to which settlement Franchisee will be bound, whether the dispute arises before or after the termination of the Franchise or this Agreement.
- 19.3 <u>Limitation of Claims</u>. Except for claims arising from Franchisee's non-payment or underpayment of amounts Franchisee owes Franchisor, any and all claims arising out of or relating to this Agreement or Franchisor's relationship with Franchisee will be barred unless a judicial or arbitration proceeding is commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims.
- 19.4 <u>Indemnification by Franchisee</u>. In the event that litigation is instituted against Franchisor growing out and as the result of activities of Franchisee and with respect to which claim no action or activity of Franchisor is involved, but Franchisor is nevertheless named in the litigation and served with process, then Franchisee covenants and agrees to indemnify, defend and hold Franchisor harmless for, from and against any costs Franchisor expends in the defense of such action.

20. NOTICE.

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

21. GOVERNING LAW/CONSENT TO JURISDICTION.

This Agreement shall become valid when executed and accepted by Franchisor in Cleveland, Ohio. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.), this Agreement and the Franchise shall be governed by, and construed in accordance with, the laws of the State of Ohio, provided, however, that the restrictive covenants contained in Section 6 may be governed by, and construed in accordance with, the laws where such restrictions apply. Subject to the arbitration provisions described in Section 22, either party may institute any action against the other arising out of or relating to any violation of the provisions of this Agreement in any state or federal court of general jurisdiction in the State of Ohio and Franchisee irrevocably submits to the jurisdiction of such court and waives any objection Franchisee may have to either the jurisdiction or venue of such court. However, the Franchisor and Franchisee hereby mutually agree that any claim arising out of or relating to any violation of the provisions of this Agreement, or any other agreement between the parties, must be filed no more than six (6) months after the date of the alleged action that gives rise to or is the basis of the claim. Franchisor and Franchisee waive any statute of limitations to the contrary.

22. BINDING EFFECT.

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

23. ARBITRATION.

- 23.1 Consent to Arbitration. This Agreement is a written agreement evidencing a transaction involving commerce and is, therefore, subject to the terms and provisions of the Federal Arbitration Act Title 9 of the United States Code. Except for a controversy or claim relating to the use and/or ownership of any of the Marks, or the restrictive covenants contained in Section 6, any controversies or claims arising out of this Agreement or any other agreements between the parties or with regard to their interpretation, formulation or breach, shall be settled by binding arbitration conducted in Cuyahoga County, Ohio, according to the commercial rules of the American Arbitration Association as modified herein below. If either of the parties to this Agreement files a complaint in any state or federal court (as opposed to seeking such binding arbitration) and the court determines that a contractual right exists to require such complaint be settled via binding arbitration, the plaintiff filing such complaint in any state or federal court will be responsible for reimbursing the defendant for any and all related legal expenses such defendant incurs in conjunction with responding to the filed complaint. Franchisee hereby grants Franchisor a right of offset to recover any funds due Franchisor related to any such litigation.
- 23.2 <u>Arbitration Procedure.</u> In the event of any controversy or claim as stated above, either party shall send written notice to the other party and the Regional Office of the American Arbitration Association closest to Franchisor's offices in Cleveland, Ohio, invoking the binding arbitration provisions of this Agreement. In the event that either party shall make demand for arbitration, such arbitration shall be conducted in Cuyahoga County, Ohio. The American Arbitration Association shall forward to the parties a written list of proposed arbitrators, each of whom shall have established experience and knowledge in franchise law. Each party shall have ten (10) days from the date of mailing by the American Arbitration Association of the written list of proposed arbitrators within which to return said written list with the party's choice of arbitrators to the other party and the American Arbitration Association. If either party fails to return the written list of proposed arbitrators to the American Arbitration Association with that party's choice within the ten (10) days, it shall be conclusively determined that said party has approved the appointment of any arbitrator named in the written list. The parties further consent to the jurisdiction of any appropriate court to enforce the provisions of this Section and/or to enter a judgment upon any award rendered by the arbitrators.
- 23.3 Additional Parties; Discovery. In the event that any controversy or claim arising from this Agreement also involves any officer, director, employee, member, partner, shareholder, representative, or agent of either party, then any such controversy or claim shall also be submitted to binding arbitration in the same manner as explained above. In the event any controversy or claim is submitted to binding arbitration as explained above, the parties further agree that discovery prior to arbitration shall be restricted solely to exchanging lists of those witnesses and documents that are to be presented at the hearing before the arbitrator, unless the parties mutually agree in writing to expand the scope of discovery.
- 23.4 <u>Arbitral Awards</u>. Except as limited by this Agreement, the arbitrator shall have the right to award or include in the arbitration award any relief deemed proper in the circumstances including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorney fees and costs provided that the arbitrator shall not have the authority to award exemplary or punitive damages. However, Franchisor and Franchisee mutually agree that money damages shall be limited to the greater of either (a) the sum of the Royalty Fees paid under

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

- 23.5 <u>Right to Injunctive Relief.</u> Although all controversies and claims are to be settled by binding arbitration, Franchisor expressly reserves the right, at its sole discretion, to seek temporary injunctive relief, pending completion of the arbitration proceedings, from a court of competent jurisdiction to enforce Franchisee's post termination covenants not to compete as stated in Section 6, and to enjoin Franchisee from any existing or threatened conduct that Franchisor believes could cause any harm or damage to Franchisor or to its franchise system. Franchisee agrees that Franchisor may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of Franchisee, in the event of the entry of such injunction, shall be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). In the event Franchisor files a lawsuit to seek temporary injunctive relief as described above, the filing shall not constitute, nor be deemed by anyone to constitute, a waiver by Franchisor of its right to invoke the binding arbitration provisions of this Agreement.
- 23.6 <u>Independent Resolution of Disputes</u>. The parties agree that the arbitration of any disputes between them shall be conducted on an individual basis and such disputes shall not be arbitrated on a classwide basis nor shall any of these disputes be consolidated with the arbitration of any other disputes that might arise between Franchisor and any of its other franchisees or other franchisees.
- 23.7 <u>Savings Clause</u>. If any provision of this Section 22 is unenforceable for any reason, that provision may be appropriately limited and given effect to the maximum extent provided by applicable law.

24. ENFORCEMENT.

24.1 Severability and Substitution of Valid Provisions.

- (i) Each section, subsection, term and provision of this Agreement, shall be considered severable. If any portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, arbitrator, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible, which other provisions shall continue to be given full force and effect and bind the parties hereto, although any portion held to be invalid shall be deemed not to be a part of this Agreement.
- (ii) If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required hereunder, or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction any provision of this Agreement or any specification, standard or operating procedure prescribed by Franchisor is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and Franchisor shall have the right, in its sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may

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

24.2 Waiver of Obligations.

- (i) Franchisor and Franchisee may in writing waive or reduce any obligation of or restriction upon the other under this Agreement. Any waiver granted by Franchisor shall be without prejudice to any other rights Franchisor may have, will be subject to continuing review by Franchisor, and may be revoked, in Franchisor's sole discretion, at any time and for any reason, effective upon delivery to Franchisee of ten (10) days prior written notice.
- (ii) Franchisor and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation the right to demand exact compliance with every term, condition and covenant herein or to declare any breach of that to be a default and to terminate the Franchise prior to the expiration of its term) by virtue of (A) any custom or practice of the parties at variance with the terms hereto; (B) any failure, refusal or neglect of Franchisor or Franchisee to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory specification, standard, or operating procedure; (C) waiver, forbearance, delay, failure or omission by Franchisor to exercise any right, power or option, whether of the same, similar or different nature, with respect to other of Franchisor's Franchisees; or (D) the acceptance by Franchisor of any payments due from Franchisee after breach of this Agreement.
- 24.3 <u>Force Majeure</u>. Neither Franchisor nor Franchisee shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) transportation shortages, inadequate supply of labor, material or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate requests, recommendations or instructions of any federal, state or municipal government or any department or agency; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or omissions of the other party; (3) fires, strikes, embargoes, war, or riot; or (4) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

25. CONSTRUCTION.

- 25.1 <u>No Third-Party Beneficiaries</u>. Except as expressly set forth herein, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.
- 25.2 <u>Headings</u>. The headings of the several sections and subsections hereof are for convenience only and do not define, limit or construe the contents of such sections or subsections.
- 25.3 <u>Time is of the Essence</u>. Time is of the essence of this Agreement. To the extent any applicable statute grants Franchisee any time period in which to elect remedies, such time period shall not be extended without Franchisor's written consent.
- 25.4 <u>Counting of Days</u>. In computing the numbers of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and federal holidays; provided, however, that if the

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

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

26. RIGHTS OF PARTIES ARE CUMULATIVE.

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

27. ATTORNEY FEES AND EXPENSES.

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

IN WITNESS WHEREOF the parties have executed this Agreement and it shall be effective as of

the day and year first herein above written. FRANCHISOR: FRONTIER ADJUSTERS, INC. a Colorado Corporation Title: Vice President of Operations Address: 6015 Resource Lane 6015 Resource Lane
Lakewood Ranch, FL 34211 Facsimile No: 800-553-4799 FRANCHISEE: By_____Name/Title ______An Employee of ______

Business Address:

Attn: Facsimile No:

Attn:___

ACCEPTANCE OF OWNERS

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

Individual operating the	
Franchise:	Date:
Spouse of Individual operating the	
Franchise:	Date:
Any other individuals and their	
spouses who sign the guarantee:	Date:
	Date:
	Date:
	Date:

EXHIBIT A TO THE FRANCHISE AGREEMENT

CERTIFICATE, GUARANTEE AND ASSUMPTION OF OBLIGATIONS BY OWNERS

THIS CERTIFICATE,	GUARANTEE AND) ASSUM	PTION OF	OBLIGA	TIONS BY	OWNERS
("Guarantee") is given this	_ day of	, 20_	_, by each p	person who	o owns 20%	or more of
	("Franchisee").					

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

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

Each of the undersigned consents and agrees that: (1) its direct and immediate liability hereunder shall be joint and several; (2) it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Agreement.

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

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

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

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

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

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

GUARANTOR(S) (INCLUDING ALL SPOUSES)	PERCENTAGE OF OWNERSHIP IN FRANCHISEE
	9/
	9/0
	9/0
	9/0
	9/0
	9/0
	9/0
	9/0
	9/0

EXHIBIT B TO THE FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS, TELEPHONE LISTINGS AND INTERNET ADDRESSES

	THIS AS	SIGNMEN	IT is entered	into this _	day of	, 20_	, in accord	ance with
the	terms of the	e Frontier	Adjusters,	Inc. Fran	chise Agreement	("Franchise	Agreement")	between
				("Fran	chisee") and Fro	ntier Adjuster	s, Inc. ("Fran	nchisor"),
exe	cuted concurre	ently with	this Assignr	nent, under	which Franchison	r granted Fran	chisee the rig	ht to own
and	operate a Cla	ims Adjust	ing Busines	s ("Franchi	se Business").			

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

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

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

ASSIGNEE:	ASSIGNOR:
Frontier Adjusters, Inc.	FRANCHISEE
By:	By:
Name: Tony Scott	Name:
Its: Vice President of Operations	Its:
State of	
County of	
personally appeared, Franchisee, known t	, 20, before me, the undersigned Notary Public to me to be the person whose name is subscribed to the foregoing secuted the same for the purpose therein expressed.
IN WITNESS WHEREOF I here	eunto set my hand and official seal.
My commission expires	Notary Public

EXHIBIT C TO THE FRANCHISE AGREEMENT

FRANCHISE AGREEMENT dated the day of, 20, between FRONTIER ADJUSTERS, INC., a Colorado Corporation, as Franchisor, and as Franchisee
Franchisee agrees to maintain and utilize computer hardware, computer software, other equipment and services as summarized below. Franchisee acknowledges that Franchisor has the right to amend their hardware, software, equipment, and service requirements so as to sufficiently enable Franchisee to provide service in a prompt and professional manner.
A) Personal Computer with internet connectivity.
B) Cellular "Smartphone" or mobile device with email and internet capabilities.
C) Internet service and a Frontier branded e-mail address.
D) Answering machine, voice mail, or an answering service.
E) High speed internet access with a minimum of 30MB download and 5MB upload speeds, or if such speeds are not available in your area, the highest speeds available
F) Digital camera with a minimum of 6 pixels.
G) Digital recorder for securing recorded statements.
H) Multi-page document scanner.
I) Paper shredder for shredding documents that may contain sensitive information.
J) Up-to-date version of Google Chrome
K) MS Office 2010 or higher
L) Adobe Acrobat Standard or higher
M) Endpoint security software which includes but is not limited to up-to-date antivirus software, firewall protection.
N) Auto estimating software.
O) Property estimating software (preferably Xactimate)
Accepted and Agreed:
Franchisee
By:
Its:

This Compliance Certification Form does not apply to franchisees who intend to operate the franchised business in the State of California.

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

Do not sign this Compliance Certification Form if you are a resident of Washington, or the business is to be operated in Washington.

EXHIBIT D TO THE FRANCHISE AGREEMENT

Frontier Adjusters, Inc. Compliance Certification Form

The Disclosure Document was provided to me by: 1) At least 14 calendar days before I signed a binding agreement. Franchisee's Initials 2) At least 14 calendar days before I made any payment to Frontier. Franchisee's Initials _____ **Representations:** No promises, agreements, contracts, commitments, understanding, "side-deals", options, rights-of-firstrefusal or otherwise have been made to or with me respect to any matter (including but not limited to any representatives or promises regarding advertising, marketing, site location, operational assistance or otherwise) nor have I relied in any way on any such except as expressly set forth in the Franchise Agreement or written Addendum signed by me and the CEO or COO of Franchisor except as follows: Franchisee's Initials _____ No oral, written or visual claim or representation, promise, agreement, contract, commitment, understanding or otherwise which contradicted, expanded upon or was inconsistent with the Disclosure Document or the Franchise Agreement was made to me by any person or entity, except as follows: Franchisee's Initials

No oral, written, or visual claim or representation (including but not limited to charts, tables, preadsheets, or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such
tems might be ascertained) was made to me by any person or entity, except as follows:
Franchisee's Initials
No contingency, condition, prerequisite, prior requirement, provision, reservation, impediment, stipulation, provision, or otherwise exists with respect to any matter (including but not limited to obtaining financing, relection, purchase, lease or otherwise of site, operational matters or otherwise) and/or with respect to my fully performing all of my obligations under the Franchise Agreement and/or any other documents to be executed by me nor have I relied in any way on such, except as expressly set forth in a writing signed my me and the CEO or COO of Franchisor, except as follows:
Franchisee's Initials
A list of current franchisees and their contact information was provided to me in the FDD by the Franchisor and I acknowledge that I had the opportunity to contact any of the franchisees included in such list. Neither Franchisor nor any of its officers, employees or agents (including any area representative or franchise proker) have made any statements leading me to believe that I may not contact current franchisees; nor have they made any statements leading me to believe I may only contact certain franchisees except as follows:
Franchisee's Initials
understand that the Franchise Agreement includes a personal guaranty which requires me to personally guaranty all of the Franchisee's obligations included in the Franchise Agreement, except as follows:
Franchisee's Initials
The Franchisor advised me to consult with a legal and/or financial advisor prior to entering into the Franchise Agreement. Neither Franchisor nor any of its officers, employees or agents (including any area epresentative or franchise broker) shall be responsible for any advice or statements made by such advisors for shall they be responsible for my failure to consult with a legal and/or financial advisor, except as follows:
Franchisee's Initials

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

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

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

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

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

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

Franchisee:			
Date:			

EXHIBIT C

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Frontier Adjusters, Inc. Balance Sheet (In USD)

Reporting Book:	ACCRUAL
As of Date:	03/31/2024

Location: Frontier Adjusters Inc.

Month Ending 03/31/2024

Assets

Current Assets

Cash and Cash Equivalents	746,924.46
Accounts Receivable, Net	408,515.57
Prepaid Expenses	22,125.79
Intercompany Receivable	75,609.19
Other Current Assets	(189,674.73)
Work in Process	90,614.07
Total Current Assets	1,154,114.35

Fixed Assets, Net 35,606.41

Intangible Assets, Net 565,846.46

Total Assets \$ 1,755,567.22

Liabilities and Equity

Current Liabilities

30,007.67
761,440.24
1,158,114.77
1,949,562.68

Stockholders Equity (193,995.46)

Total Liabilities and Equity \$ 1,755,567.22

Frontier Adjusters, Inc. Profit and Loss (In USD)

Reporting Book: As of Date: Location:	ACCRUAL 03/31/2024 Frontier Adjusters Inc.
	Month Ending 03/31/2024
Fee Income	328,065.64
Sundry Income	44.26
Cost of Sales - Labor	55,001.73
Gross Profit	273,108.17
Operating Expenses	
General and Administrative Expenses	19,957.16
Marketing and Advertising Expenses	20,975.36
Payroll and Related Expenses	67,684.32
Utilities and Facilities	120.00
Operating and Maintenance Expenses	22,268.14
Taxes and Insurance	1,208.98
Indirect Cost	683.43
Total Operating Expenses	132,896.99
Other Income (Expense)	3,257.75

EBITDA

136,953.43

Frontier Adjusters, Inc. and Subsidiary

Consolidated Financial Statements For the years ended June 30, 2023, 2022, and 2021

Frontier Adjusters, Inc. and Subsidiary

Consolidated Financial Statements

For the years ended June 30, 2023, 2022, and 2021

Table of Contents

	<u> Page</u>
Independent Auditor's Report	1
Consolidated Balance Sheets As of June 30, 2023 and 2022	3
Consolidated Statements of Income and Comprehensive Income for the Years Ended June 30, 2023, 2022, and 2021	4
Consolidated Statements of Equity for the Years Ended June 30, 2023, 2022, and 2021	5
Consolidated Statements of Cash Flows for the Years Ended June 30, 2023, 2022, and 2021	6
Notes to Consolidated Financial Statements	7



Where Relationships Count.

Independent Auditor's Report

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

Opinion

We have audited the accompanying consolidated financial statements of Frontier Adjusters, Inc. and Subsidiary (collectively, the "Company"), which comprise the consolidated balance sheets as of June 30, 2023 and 2022, and the related consolidated statements of income and comprehensive income, equity, and cash flows for the years ended June 30, 2023, 2022, and 2021, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of June 30, 2023 and 2022, and the results of their operations and their cash flows for the years ended June 30, 2023, 2022, and 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.



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

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

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

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

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

Curi & Panichi, anc.

Cleveland, Ohio March 14, 2024

Frontier Adjusters, Inc. and Subsidiary

Consolidated Balance Sheets

June 30, 2023 and 2022

Assets

	_	2023		2022
Current assets:		_		_
Cash and cash equivalents	\$	1,101,539	\$	1,125,795
Receivables, net		809,188		615,962
Current portion of promissory notes		27,042		54,768
Income taxes receivable		16,644		-
Other	_	16,278		36,702
Total current assets		1,970,691		1,833,227
Property and equipment, net		35,605		77,114
Other assets:				
Advances to licensees and franchisees, net current portion		64,044		33,333
Promissory notes, net of current portion		25,101		75,537
Related party receivables		2,173,562		2,234,924
Software, net		445,357		507,009
Deferred taxes		3,150,364		3,303,480
Total other assets	_	5,858,428		6,154,283
Total assets	\$ =	7,864,724	\$ _	8,064,624
Liabilities and Equity				
		2023		2022
Current liabilities:	_	2023	_	2022
Accounts payable and accrued expenses	\$	427,387	\$	544,391
Licensees' and franchisees' remittances payable	Ψ	207,768	Ψ	337,984
Income taxes payable		207,700		8,398
Other		484,302		242,366
Total current liabilities	_	1,119,457		1,133,139
Other liabilities				
Deferred revenue		332,763		397,431
Related party payables		680,286		498,066
Total other liabilities	_	1,013,049		895,497
Equity:				
Common stock \$.001 par, 10,000 shares authorized,				
1,000 shares issued and outstanding		1		1
Additional paid in capital		4,068,551		4,068,551
Retained earnings		1,663,666		1,967,436
Total equity	_	5,732,218		6,035,988
Total liabilities and equity	\$	7,864,724	\$	8,064,624

Consolidated Statements of Income and Comprehensive Income

For the years ended June 30, 2023, 2022, and 2021

		2023		2022		2021
Revenue		4.40.54	Φ.		Φ.	4.007.000
Continuing licensee and franchisee fees	\$	4,149,617	\$	4,137,762	\$	4,205,929
Sale of franchises		73,404		69,278		56,831
Other	_	7,969		7,969	_	7,878
		4,230,990		4,215,009		4,270,638
Cost and expenses						
Office		329,346		266,437		259,684
Advertising and promotion		85,146		50,743		30,994
Depreciation and amortization		388,224		167,307		123,572
Change in allowance for doubtful accounts		21,663		-		(73,409)
Compensation and employee benefits		1,182,560		1,147,037		1,613,226
General and other		280,276		182,593		508,656
		2,287,215		1,814,117		2,462,723
Income from operations		1,943,775		2,400,892		1,807,915
Other income (expenses)						
Interest income		-		252		119
Loss on sale of fixed assets		-		-		(17,535)
Other, net		653		90,716		(58,402)
Total other income (expense), net		653		90,968		(75,818)
Income before income taxes		1,944,428		2,491,860		1,732,097
Provision for income taxes	_	524,556		648,079		425,621
Net income		1,419,872		1,843,781		1,306,476
Other comprehensive income / (loss)	_		_	(40,337)		23,761
Total comprehensive income	\$	1,419,872	\$	1,803,444	\$	1,330,237

Consolidated Statements of Equity

For the years ended June 30, 2023, 2022, and 2021

	Common S Issued Shares	tock Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Comprehensive Income (Loss)	Total Equity
Balance, June 30, 2020	1,000 \$	1 \$	4,068,551 \$	1,948,406 \$	16,576 \$	6,033,534
Net income	-	-	-	1,306,476	-	1,306,476
Foreign currency translation	-	-	-	-	23,761	23,761
Additional paid-in capital	-	-	-	-	-	-
Dividends		-		(1,351,291)		(1,351,291)
Balance, June 30, 2021	1,000	1	4,068,551	1,903,591	40,337	6,012,480
Net income	-	-	-	1,843,781	-	1,843,781
Foreign currency translation	-	-	-	-	(40,337)	(40,337)
Dividends				(1,779,936)		(1,779,936)
Balance, June 30, 2022	1,000	1	4,068,551	1,967,436	-	6,035,988
Net income	-	-	-	1,419,872	-	1,419,872
Dividends	<u> </u>			(1,723,642)		(1,723,642)
Balance, June 30, 2023	1,000 \$	1 \$	4,068,551 \$	1,663,666 \$	\$	5,732,218

Consolidated Statements of Cash Flows

For the years ended June 30, 2023, 2022, and 2021

	_	2023	2022	2021
Cash flows from operating activities: Net income Adjustments to reconcile net income to net cash provided by operating activities:	\$	1,419,872	\$ 1,843,781 \$	1,306,476
Depreciation and amortization		388,224	167,307	123,572
Loss on sale of fixed assets		300,224	107,507	17,535
Change in allowance for doubtful accounts		21,663	_	(73,409)
Deferred taxes		153,116	363,257	323,052
Net change in assets and liabilities:				
Receivables		(231,533)	(118,886)	(45,700)
Promissory notes		78,162	(62,004)	(10,532)
Other assets		20,424	10,594	56,464
Accounts payable and other liabilities		116,534	51,761	(94,007)
Deferred revenue		(64,668)	85,205	11,765
Licensees' and franchisees' remittances payable	_	(130,216)	87,833	(250,086)
Net cash provided by operating activities		1,771,578	2,428,848	1,365,130
Cash flows from investing activities:				
Capital expenditures		(285,063)	(300,247)	(340,184)
Related party receivables		243,582	(219,656)	(593,893)
Advances to licensees and franchisees		(108,873)	(65,421)	(31,919)
Collections of advances to licensees and franchisees	_	78,162	86,996	27,929
Net cash used in investing activities		(72,192)	(498,328)	(938,067)
Cash flows from financing activities:				
Dividends	_	(1,723,642)	(1,779,936)	(1,351,291)
Net cash used in financing activities		(1,723,642)	(1,779,936)	(1,351,291)
Effect of exchange rate changes on cash	_		(40,337)	23,761
Net increase (decrease) in cash and cash equivalents		(24,256)	110,247	(900,467)
Cash and cash equivalents, beginning of year	_	1,125,795	1,015,548	1,916,015
Cash and cash equivalents, end of year	\$_	1,101,539	\$1,125,795 \$	1,015,548
Supplemental Cash Flow Information Cash paid during the year for income taxes	\$	-	\$ 1,888 \$	117,879

Notes to Consolidated Financial Statements

For the years ended June 30, 2023, 2022, and 2021

Note 1: Summary of Significant Accounting Policies

Principles of Consolidation

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

Business

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

Basis of Presentation

The Company follows authoritative guidance issued by the Financial Accounting Standards Board (FASB) which established the FASB Accounting Standards Codification (ASC) as the single source of authoritative accounting principles generally accepted in the United States of America (GAAP).

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Adopted Accounting Pronouncement

In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, *Leases* (ASU 2016-02). The new standard establishes a right-of-use model that requires a lessee to record a right-of-use asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of income and comprehensive income. This ASU is effective for annual periods beginning after December 15, 2021. On July 1, 2022, the Company adopted this ASU. There was no material impact resulting from the adoption of this standard.

Cash Concentration

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

Notes to Consolidated Financial Statements

For the years ended June 30, 2023, 2022, and 2021

Note 1: Summary of Significant Accounting Policies (continued)

Cash Equivalents

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

Promissory Notes

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

Property and Equipment and Software

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

At June 30, 2023 and 2022, software of \$1,013,704 and \$728,640, respectively, is presented net of accumulated amortization of \$568,347 and \$221,631, respectively. Future amortization of the software is expected to be \$238,653, \$157,271, and \$49,357 for the years ended June 30, 2024, 2025, and 2026, respectively. At June 30, 2026, the costs are expected to be fully amortized.

Revenue Recognition

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

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

Receivables, net on the balance sheets represent receivables from the revenue processes noted above. These receivables at June 30, 2023, 2022, and **2021** were \$809,188, \$615,962, and \$488,846 respectively. Deferred revenue on the balance sheets represents contract liabilities from payment of initial licensing fees to the Company. Deferred revenue at June 30, 2023, 2022, and **2021** was \$332,763, \$397,431, and \$312,226, respectively.

Notes to Consolidated Financial Statements

For the years ended June 30, 2023, 2022, and 2021

Note 1: Summary of Significant Accounting Policies (continued)

Income Taxes

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

Foreign Currency Translation

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

Recent Accounting Pronouncement

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

Subsequent Events

In preparing these consolidated financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through March 14, 2024 the date the consolidated financial statements were available to be issued.

Notes to Consolidated Financial Statements

For the years ended June 30, 2023, 2022, and 2021

Note 2: Receivables, net

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

Receivables consist of the following at June 30:

	 2023	2022
Licensee and franchisee fee Errors and omissions insurance premium advanced Other	\$ 430,212 \$ 429,883 28,549	431,628 208,394 34,179
Total receivables Less allowance for doubtful accounts	 888,644 (79,456)	674,201 (58,239)
	\$ 809,188 \$	615,962

Note 3: Advances to Licensees and Franchisees

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

For the years ended June 30, 2023 and 2022, management estimates that such advances are fully collectable and no allowance is necessary.

	2023		2022
Advances to licensees and franchisees	\$	64,044	\$33,333

Notes to Consolidated Financial Statements

For the years ended June 30, 2023, 2022, and 2021

Note 4: Property and Equipment, net

Property and equipment at June 30 consisted of:

	 2023	_	2022
Leasehold improvements	\$ 1,186	\$	1,186
Computers	228,235		228,235
Furniture and fixtures	 16,313		16,313
	245,734		245,734
Less accumulated depreciation	 (210,129)	_	(168,620)
	\$ 35,605	\$ _	77,114

Note 5: Licensing and Franchising

As of June 30, 2023, the Company has entered into 527 license and franchise agreements with 96 entities, operating 109 offices with 527 advertised locations, whereby the Company grants exclusive 5-year licenses or franchises for the right to use the names "Frontier Adjusters" and other registered logos in a particular advertised location.

Franchised and Licensed Locations:	<u>2023</u>	<u>2022</u>	2021
Number of advertised locations	,		
Beginning of year	587	611	614
Opened	4	12	6
Closed	(64)	(36)	(9)
Ownership changes	<u> </u>		
End of year	527	587	611

Notes to Consolidated Financial Statements

For the years ended June 30, 2023, 2022, and 2021

Note 6: Income Taxes

Income taxes of the Company are accounted for under the provisions of the "Income Taxes" topic of the FASB ASC, which require an asset and liability approach to financial accounting and reporting for income taxes. The difference between the financial statement and tax basis of assets and liabilities is determined annually. Deferred income tax assets and liabilities are computed for those differences that have future tax consequences using the currently enacted tax laws and rates that apply to the periods in which they are expected to affect taxable income. Valuation allowances are established, if necessary, to reduce deferred tax assets to the amount that will more likely than not be realized. No allowance was deemed necessary at June 30, 2023 and 2022. Income tax expense is the current tax payable or refundable for the period plus or minus the net change in deferred tax assets and liabilities.

Uncertain income tax positions are evaluated at least annually by management. The Company classifies interest and penalties related to income tax matters within general and other expenses in the accompanying consolidated statements of income and comprehensive income. As of June 30, 2023 and 2022, the Company has identified no uncertain income tax positions and has incurred no amounts for income tax penalties and interest for the years ended June 30, 2023, 2022, and 2021.

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

	 2023	2022		2021
Federal State Deferred	\$ 302,922 \$ 68,518 153,116	229,042 55,780 363,257	\$	83,889 18,680 323,052
Income taxes	\$ <u>524,556</u> \$	648,079	\$_	425,621

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

	 2023	2022
Components of deferred tax asset:		
Allowance for doubtful accounts	\$ 19,667 \$	14,485
Accrued expenses not currently deductible	73,326	33,344
Fixed assets and intangibles	(47,395)	(142,520)
Goodwill recognized for tax purposes	 3,104,766	3,398,171
	\$ <u>3,150,364</u> \$ _	3,303,480

Notes to Consolidated Financial Statements

For the years ended June 30, 2023, 2022, and 2021

Note 7: Related-Party Transactions

At June 30, 2023 and 2022, related party receivables were \$2,173,562 and \$2,234,924, respectively. At June 30, 2023 and 2022, related-party payables include \$680,286 and \$498,066, respectively, the majority of which are amounts allocated by a related organization for providing centralized administrative expense support including finance, human resources, marketing, and other supporting services.

For the years ended June 30, 2023, 2022, and 2021, there was no revenue from related parties. For the year ended June 30, 2023, expenses incurred with related parties totaled \$-0-.

Note 8: Commitments and Contingencies

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

Total rent expense for the years ended June 30, 2023, 2022 and 2021 was \$5,661, \$1,440, and \$13,547, respectively.

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

EXHIBIT D

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

OPERATIONS MANUAL TABLE OF CONTENTS

TABLE OF CONTENTS

SEC	TION 1: PREFACE	. 1
1.1	HOW TO USE THIS MANUAL	. 2
1.2	YOUR RESPONSIBILITY FOR THIS MANUAL	. 2
1.3	FRANCHISOR HOURS OF OPERATION AND CONTACT INFORMATION	. 3
SEC	TION 2: INTRODUCTION	. 6
2.1	WELCOME TO THE TEAM	. 7
2.2	FRANCHISOR'S CORPORATE ORGANIZATION	. 7
2.3	WORKING WITH OUR STAFF	. 7
SEC	TION 3: BUSINESS OVERVIEW	. 8
3.1	MISSION	. 9
3.2	SERVICES	. 9
3.3	KEY ATTRIBUTES	10
;	3.3.1 Experience	10
;	3.3.2 Geographic Coverage	10
:	3.3.3 Customer Service Expectations	10
;	3.3.4 Claim Handling Instructions	10
;	3.3.5 Customer Service Center	10
;	3.3.6 Technology & Innovation	10
:	3.3.7 Centralized Claims Management System	10
3.4	CULTURE 1	11
3.5	THE FRANCHISEE/FRANCHISOR RELATIONSHIP1	11
;	3.5.1 Independent Contractor	11
:	3.5.2 Independently Owned and Operated	12
:	3.5.3 You Are THE OWNER of Your Business	12
;	3.5.4 Joint Employment & Vicarious Liability	12
;	3.5.5 Prices & Price Fixing	13
SEC	TION 4: FRANCHISE	14
4.1	FRANCHISE STANDARDS 1	15
4.2	CODE OF ETHICS	15
4.3	Communication & Information Technology1	15
	4.3.1 Email Platform	15
	4.3.2 Email Address Policy	16
	4.3.3 System Website	16

TABLE OF CONTENTS (CONTINUED)

	4.3.4 Frontier Adjusters' Claims Tracking System (FACTS)	16
	4.3.5 Links to Third Party Sites	16
4.4	4 NO-POACHING POLICY	17
4.	5 INTERNET POLICY	17
4.0	6 INFORMATION PRIVACY AND SECURITY	17
4.	7 FAILURE TO COMPLY	19
4.8	8 COMPLIANCE AND GOOD STANDING	19
SE	CTION 5: STARTING YOUR BUSINESS	20
5. :	1 ASSEMBLING A PROFESSIONAL SUPPORT TEAM	21
5.2	2 SELECTING A BUSINESS ENTITY FORM	21
5.3	3 DEVELOPING A RELATIONSHIP WITH YOUR LOCAL BANK	21
5.4	4 OTHER SOURCES OF FINANCING	22
5.	5 UNDERSTANDING YOUR FRANCHISE AGREEMENT	22
5.0	6 BUSINESS INSURANCE	22
5.7	7 ERRORS & OMISSIONS INSURANCE PROGRAM	22
5.8	8 BUSINESS LICENSES	23
5.9	9 SETTING UP YOUR OFFICE WORKSPACE	23
SE	CTION 6: TRAINING	24
6. :	1 INITIAL TRAINING AND ORIENTATION	25
6.2	2 FRANCHISEE CONVENTION AND ATTENDANCE	25
6.3	3 INDEPENDENT PROFESSIONAL EDUCATION PROGRAMS	25
SE	CTION 7: OPERATIONAL BRAND STANDARDS	27
7.	1 COMPUTER SYSTEMS AND DATA SECURITY	28
	7.1.1 Hardware, Software, Other Equipment	28
	7.1.2 Data Security	28

TABLE OF CONTENTS (CONTINUED)

7.2 CLAIMS MANAG	EMENT	29
7.2.1 Customer Co	mmunications	29
7.2.2 Accepting an	d Rejecting Assignments	29
7.2.3 Setting up Cla	aim Assignments in FACTS	30
7.2.4 Assignment A	Acknowledgements	31
7.2.5 Party (Insure	d and/or Claimant) Contact Attempt	32
7.2.6 Field Apprais	als, Inspections & Investigations	33
7.2.7 Reports to Cu	ustomer	33
7.2.8 Failure to Me	eet Standard Benchmarks	34
7.2.9 Written Repo	orts ("Reports"	35
7.2.10 Billing Your	Services and Collecting Your Receivables	37
7.2.11 Storing All I	File-Related Documents to FACTS	38
7.3 COLLECTION PRO	OCEDURES	38
7.4 24-7 HOTLINE PA	ARTICIPATION	39
7.5 RESOURCES AND	COVERAGE FOR YOUR LOCATION(S)	39
7.5.1 Coverage		39
7.5.2 Background (Checks for All Claim Handlers	40
7.6 ASSISTING OFFIC	E INVOICE POLICY	42
7.7 SALES TAXES		43
7.8 RESOLVING DISP	UTES WITH CUSTOMERS	43
7.9 E&O CLAIMS		44
7.10 COMMUNICATI	ION: PHONE AND EMAIL	45
SECTION 8: SALES AN	ND MARKETING	46
8.1 KNOW YOUR MA	ARKET	47
8.2 SOLICIT ADVICE	FROM YOUR FELLOW FRANCHISEES	47
8.3 NATIONAL ADVE	RTISING PROGRAMS	47
8.4 ADVERTISING YO	OUR OFFICE	47
8.5 DIRECT SALES FO	PR YOUR OFFICE	48
8.6 ACQUIRING OTH	ER FRONTIER ADJUSTERS ADVERTISED LOCATIONS	56

EXHIBIT E

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEES OF FRONTIER ADJUSTERS, INC.

FRONTIER ADJUSTERS, INC.

Franchisees Operating as of June 30, 2023

Location	Owner Name	City	State	Zip	Phone	Fax	Email
ANCHORAGE	Michael Trevethan	Anchorage	AK	99522	9072779049	9072786253	anchorage@frontieradjusters.com
BIRMINGHAM/HOOVER	Myles Wetzel	Birmingham	AL	35203	2053446100	2057526106	hoover@frontieradjusters.com
DOTHAN	Kenneth Howard	Dothan	AL	36301	8884368970	8884358971	dothan@frontieradjusters.com
GADSDEN/ANNISTON	Pat Guinn	Gadsden	AL	35902	8889972431	8889994725	gadsden@frontieradjusters.com
HUNTSVILLE/DECATUR	Pat Guinn	Huntsville	AL	35801	8889972431	8889994725	huntsville@frontieradjusters.com
MOBILE	Mark Adamski	Mobile	AL	36660	8777504545	2257524546	mobile@frontieradjusters.com
MONTGOMERY	Kenneth Howard	Montgomery	AL	36104	8884368970	8884358971	montgomery@frontieradjusters.com
TUSCALOOSA	Myles Wetzel	Tuscaloosa	AL	35401	2053446100	2057526106	tuscaloosa@frontieradjusters.com
EL DORADO	Luke Crumbly	El Dorado	AR	71730	8773761555	8669294823	eldorado@frontieradjusters.com
FAYETTEVILLE	Luke Crumbly	Fayetteville	AR	72703	8773761555	8669294823	fayettevillear@frontieradjusters.com
FORT SMITH	Luke Crumbly	Fort Smith	AR	72901	8773731555	8669294823	fortsmith@frontieradjusters.com
JONESBORO	Luke Crumbly	Jonesboro	AR	72402	8773761555	8669294823	jonesboro@frontieradjusters.com
LITTLE ROCK	Luke Crumbly	Little Rock	AR	72201	8773761555	8669294823	littlerock@frontieradjusters.com
TEXARKANA/TEXARKANA, TX	Luke Crumbly	Texarkana	AR	71854	8773761555	8669294823	texarkana@frontieradjusters.com
CHANDLER/CASA GRANDE	Martin Pueyo	Chandler	AZ	85244	8884864169	8884864171	chandler@frontieradjusters.com
FLAGSTAFF	W. Grover Page	Flagstaff	AZ	86003	9287149762	9285270490	flagstaff@frontieradjusters.com
KINGMAN/BULLHEAD CITY	William Reinert	Kingman	AZ	86401	9283433005	8662424327	kingman@frontieradjusters.com
LAKE HAVASU CITY/PARKER	William Reinert	Lake Havasu City	AZ	86403	9283433005	9288559290	lakehavasucity@frontieradjusters.com
MESA	Tim Heywood	Mesa	AZ	85211	4809692681	4807754846	mesa@frontieradjusters.com
PHOENIX/GLENDALE	Martin Pueyo	Phoenix	AZ	85003	8884864169	8884864171	phoenix@frontieradjusters.com
PRESCOTT	Martin Pueyo	Prescott	AZ	86303	8884864164	8585715459	prescott@frontieradjusters.com
QUARTZSITE/EHRENBERG	William Reinert	Quartzsite	AZ	85346	9283433005	8662424327	quartzsite@frontieradjusters.com
SCOTTSDALE/PARADISE VALLEY	Tim Heywood	Scottsdale	AZ	85251	4809940707	4809945069	scottsdale@frontieradjusters.com
SEDONA/COTTONWOOD	Martin Pueyo	Sedona	AZ	86339	8884864169	8884864171	sedona@frontieradjusters.com
SHOW LOW/HOLBROOK	William Reinert	Show Low	AZ	85901	9283433005	8662424327	showlow@frontieradjusters.com
TUCSON	Martin Pueyo	Tucson	AZ	85701	8884864169	8664660039	tucson@frontieradjusters.com
WINDOW ROCK/CHINLE	Reyes Martinez	Window Rock	AZ	86515	5052470177	5057220745	windowrock@frontieradjusters.com
YUMA	William Reinert	Yuma	AZ	85367	9283433005	9287826255	yuma@frontieradjusters.com
ANAHEIM/GARDEN GROVE	Gary Haider	Anaheim/Orange	CA	92805	8669182676	3103789091	anaheim@frontieradjusters.com
BAKERSFIELD	Larry Koman	Bakersfield	CA	93301	8008779792	8008773802	bakersfield@frontieradjusters.com
BANNING/BIG BEAR	William Reinert	Banning	CA	92220	8005491659	8886406704	banning@frontieradjusters.com

Location	Owner Name	City	State	Zip	Phone	Fax	Email
BEVERLY HILLS	Larry Koman	Beverly Hills	CA	90209	8008779792	8008773802	beverlyhills@frontieradjusters.com
BURBANK/GLENDALE	Gary Haider	Burbank	CA	91501	8665200007	7143883936	burbank@frontieradjusters.com
CHICO	Jeff Riggs	Chico	CA	95927	5302218060	5302218089	chico@frontieradjusters.com
COSTA MESA/SANTA ANA	Gary Haider	Costa Mesa	CA	92626	8665200007	7143883936	costamesa@frontieradjusters.com
DOWNEY/NORWALK	Larry Koman	Downey	CA	90239	9493610761	9493669855	downey@frontieradjusters.com
EL CENTRO	William Reinert	El Centro	CA	92244	7603538470	9287826255	elcentro@frontieradjusters.com
EUREKA/ARCATA	Jeff Riggs	Eureka	CA	95502	7078227825	7074451661	eureka@frontieradjusters.com
FAIRFIELD/SANTA ROSA	Mark Evers	Fairfield	CA	94533	8002624067	8002624979	fairfield@frontieradjusters.com
FRESNO/VISALIA	Larry Koman	Fresno	CA	93650	8008779792	8008773802	fresno@frontieradjusters.com
INGLEWOOD/REDONDO BEACH	Larry Koman	Inglewood	CA	90306	8008779792	8008773802	inglewood@frontieradjusters.com
LANCASTER/PALMDALE	Gary Haider	Lancaster	CA	93539	866-520-0007	7143883936	lancasterpalmdale@frontieradjusters.com
LONG BEACH/BUENA PARK	Larry Koman	Long Beach	CA	90755	8779422003	8777535987	longbeach@frontieradjusters.com
MISSION VIEJO	Larry Koman	Mission Viejo	CA	92691	9493610761	9493669855	missionviejo@frontieradjusters.com
MODESTO/MERCED	Mark Evers	Modesto	CA	95354	8002624067	8002624979	modesto@frontieradjusters.com
NEWPORT/HUNTINGTON BEACH	Larry Koman	Newport/Huntingt on Beach	CA	92649	8779422003	8777535987	newport@frontieradjusters.com
OCEANSIDE/CARLSBAD	Larry Koman	Oceanside	CA	92052	7609422003	7607535987	oceanside@frontieradjusters.com
PALM SPRINGS/INDIO	William Reinert	Palm Springs	CA	92263	8005491659	8886406704	palmsprings@frontieradjusters.com
PASADENA/WHITTIER	Gary Haider	Pasadena	CA	91102	8665200007	7143883936	pasadenaglendale@frontieradjusters.com
POMONA/RIVERSIDE	Gary Haider	Pomona	CA	91104	8665200007	7143883936	pomona@frontieradjusters.com
REDDING/RED BLUFF	Jeff Riggs	Redding	CA	96049	5302218060	5302218089	redding@frontieradjusters.com
SACRAMENTO	Lee Vining	Sacramento	CA	95860	9165430074	9165430084	sacramento@frontieradjusters.com
SAN BERNARDINO/ONTARIO	Gary Haider	San Bernardino	CA	92401	8665200007	7143883936	sanbernardino@frontieradjusters.com
SAN DIEGO	William Reinert	San Diego	CA	92176	8582772704	8585715459	sandiego@frontieradjusters.com
SAN FRANCISCO	Mark Evers	San Francisco	CA	94111	8002624067	8002624979	sanfrancisco@frontieradjusters.com
SAN JOSE	Mark Evers	San Jose	CA	95002	8004050296	8004050216	sanjose@frontieradjusters.com
LOS ANGELES DOWNTOWN/SANTA CLARITA	Gary Haider	Santa Clarita	CA	91321	8665200007	7143883936	losangeles@frontieradjusters.com
SALINAS/MONTEREY	Mark Evers	Santa Cruz	CA	95061	8004050296	8004050216	monterey@frontieradjusters.com
SANTA MARIA/SAN LUIS OBISPO	Larry Koman	Santa Maria	CA	93454	8008779792	8008773802	santamaria@frontieradjusters.com
SANTA MONICA	Larry Koman	Santa Monica	CA	90406	8008779792	8008773802	santamonica@frontieradjusters.com
STOCKTON	Mark Evers	Stockton	CA	95202	8002624067	8002624979	stockton@frontieradjusters.com
THOUSAND OAKS/TARZANA,	Gary Haider	Thousand Oaks	CA	91362	8665200007	7143883936	thousandoaks@frontieradjusters.com
TORRANCE	Larry Koman	Torrance	CA	90503	9493610761	9493669855	torrance@frontieradjusters.com
VENTURA/SANTA BARBARA	Larry Koman	Ventura	CA	93301	6612041925	6612155173	ventura@frontieradjusters.com
ALAMOSA	Crystal Speier	Alamosa	CO	81004	7195393735	8772064050	-
ARVADA/THORNTON	Rich Phillips	Arvada	CO	80001	3039796859	8667779525	arvada@frontieradjusters.com
AURORA/BRIGHTON	Victor Dewbery	Aurora	CO	80012	8663322824	8882283700	aurora@frontieradjusters.com

Location	Owner Name	City	State	Zip	Phone	Fax	Email
BOULDER/LONGMONT	Kevin Kolstad	Boulder	СО	80306	8668971876	8668992751	boulder@frontieradjusters.com
CASTLE ROCK	Kevin Kolstad	Castle Rock	CO	80104	8779796859	8667779525	castlerock@frontieradjusters.com
HIGHLANDS RANCH/CENTENNIAL	Victor Dewbery	Centennial	СО	80112	8663322824	8882283700	centennialco@frontieradjusters.com
CO SPRINGS/WOODLAND PARK	Victor Dewbery	CO Spings	СО	80933	8663322824	8882283700	COsprings@frontieradjusters.com
CRAIG/STEAMBOAT SPRINGS	Steve Klene	Craig	СО	81625	8877894139	8777897141	craig@frontieradjusters.com
DENVER	Kevin Kolstad	Denver	СО	80201	8884608120	8884605409	denver@frontieradjusters.com
DILLON/VAIL	Rich Phillips	Dillon	СО	80435	8662365426	8662553671	dillon@frontieradjusters.com
DURANGO/CORTEZ	Kirk Matthews	Durango	СО	81301	8666521544		durango@frontieradjusters.com
ENGLEWOOD/LITTLETON	Kevin Kolstad	Englewood	СО	80110	8884608120	8884635409	englewood@frontieradjusters.com
FORT COLLINS/LOVELAND	David Rhoads	Fort Collins	СО	80528	8772293700	9702253700	ftcollins@frontieradjusters.com
GLENWOOD SPRINGS/ASPEN	Steve Klene	Glenwood Springs	со	81602	8002083595	9709452207	glenwoodsprings@frontieradjusters.com
GOLDEN/EVERGREEN	Rich Phillips	Golden	СО	80402	8882365426	3039869979	golden@frontieradjusters.com
GRAND JUNCTION	Steve Klene	Grand Junction	СО	81502	8002083595	9702427694	grandjunction@frontieradjusters.com
GREELEY	David Rhoads	Greeley	СО	80631	8772293700	9703560998	greeley@frontieradjusters.com
LA JUNTA	Crystal Speier	La Junta	СО	81050	7199440773	7195423116	lajunta@frontieradjusters.com
LIMON/FLAGLER	Victor Dewbery	Limon	СО	80828	8663322824	8882283700	limon@frontieradjusters.com
MONTROSE	Steve Klene	Montrose	СО	81402	8002083595	9702427694	montrose@frontieradjusters.com
PUEBLO	Crystal Speier	Pueblo	СО	81002	7197440773	7195423116	pueblo@frontieradjusters.com
CANON CITY/SALIDA	Crystal Speier	Salida	СО	81201	7195396735	8772064050	salida@frontieradjusters.com
STERLING/FORT MORGAN	Ryan Covelli	Sterling	CO	80751	9705220510	9705225431	sterlingco@frontieradjusters.com
WALSENBURG/TRINIDAD	Crystal Speier	Walsenburg	СО	81089	7197440774	8772064050	walsenburg@frontieradjusters.com
BRIDGEPORT	Kirk Davis	Bridgeport	СТ	06604	8664842791	8664844725	bridgeport@frontieradjusters.com
HARTFORD	Kirk Davis	Hartford	CT	06101	8664842791	8664844725	hartford@frontieradjusters.com
NEW HAVEN	Kirk Davis	New Haven	CT	06510	8664842791	8664844725	newhaven@frontieradjusters.com
NEW LONDON	Kirk Davis	Norwich	СТ	06360	8664842791	8664844725	norwich@frontieradjusters.com
STAMFORD	Kirk Davis	Stamford	CT	06901	8664842791	8664844725	stamford@frontieradjusters.com
DANBURY	Kirk Davis	Waterbury	CT	06702	8664842791	8664844725	waterbury@frontieradjusters.com
WASHINGTON D.C.	Amanda Fitch	WA D.C.	DC	20006	8888061624	8888061636	dc@frontieradjusters.com
DOVER/REHOBOTH	Amanda Fitch	Dover	DE	19901	8888061624	8888061636	doverde@frontieradjusters.com
WILMINGTON	Amanda Fitch	Wilmington	DE	19801	8888061624	8888061636	wilmingtonde@frontieradjusters.com
BROOKSVILLE/SPRING HILL	Ron Black	Brooksville	FL	34603	3525979100	8773768001	brooksville@frontieradjusters.com
SAINT PETERSBURG/CLEARWATER	Ron Black	Clearwater	FL	33758	7277863445	8773768001	clearwater@frontieradjusters.com
COCOA BEACH/TITUSVILLE	Karen Sutliff/Clive Tricker	Cocoa Beach	FL	32932	8666348132	8668831227	cocoabeach@frontieradjusters.com
CORAL SPRINGS	Jim Rogers	Coral Springs	FL	33065	9544211162	9548626886	coralsprings@frontieradjusters.com
DAYTONA BEACH/DE LAND	Karen Sutliff/Clive Tricker	Daytona Beach	FL	32114	8666348132	3866769635	daytonabeach@frontieradjusters.com

Location	Owner Name	City	State	Zip	Phone	Fax	Email
FORT LAUDERDALE/POMPANO BEACH	Karen Sutliff/Clive Tricker	Fort Lauderdale	FL	33301	8886419915	8886419916	ftlauderdale@frontieradjusters.com
FORT MYERS/CAPE CORAL	Jesse Black	Fort Myers	FL	33911	2399367000	2399397870	ftmyers@frontieradjusters.com
GAINESVILLE	Karen Sutliff/Clive Tricker	Gainesville	FL	32601	8666348132	8668831227	gainesville@frontieradjusters.com
JACKSONVILLE	Karen Sutliff/Clive Tricker	Jacksonville	FL	32201	4072217328	8668831227	jacksonville@frontieradjusters.com
KEY LARGO	Karen Sutliff/Clive Tricker	Key Largo	FL	33037	8886419915	8886419916	keylargo@frontieradjusters.com
KISSIMMEE/SAINT CLOUD	Karen Sutliff/Clive Tricker	Kissimmee	FL	34742	8666348132	8668831227	kissimmee@frontieradjusters.com
LAKE CITY/LIVE OAK	Scott Pyle	Lake City	FL	32024	9122682358	9122682358	-
LAKELAND/WINTER HAVEN	Karen Sutliff/Clive Tricker	Lakeland	FL	33801	8666348132	8668831227	lakeland@frontieradjusters.com
MELBOURNE/VERO BEACH	Karen Sutliff/Clive Tricker	Melbourne	FL	32902	8666348132	8668831227	melbourne@frontieradjusters.com
MIAMI	Karen Sutliff/Clive Tricker	Miami	FL	33109	8886419915	8886419916	miami@frontieradjusters.com
NAPLES/MARCO ISLAND	Jesse Black	Naples	FL	34101	2392633000	2399397870	naples@frontieradjusters.com
NEW PORT RICHEY/WESLEY CHAPEL	Ron Black	New Port Richey	FL	34656	7273751221	8773768001	newportrichey@frontieradjusters.com
ORLANDO	Karen Sutliff/Clive Tricker	Orlando	FL	32867	8666348132	8668831227	orlando@frontieradjusters.com
ORLANDO APPRAISAL SERVICES	Karen Sutliff/Clive Tricker	Orlando	FL	32867	8666348132	8668831227	orlandoapp@frontieradjusters.com
PANAMA CITY	Karen Sutliff/Clive Tricker	Panama City	FL	32401	8507229006	8507226006	panamacity@frontieradjusters.com
PENSACOLA	Frank Whitaker	Pensacola	FL	32523	8509447479	8509447479	pensacola@frontieradjusters.com
SAINT PETERSBURG/PINELLAS PARK	Ron Black	Pinellas Park	FL	33780	7275244031	7275249162	pinellaspark@frontieradjusters.com
PORT CHARLOTTE/PUNTA GORDA	Jesse Black	Port Charlotte	FL	33949	9417641440	2399397870	portcharlotte@frontieradjusters.com
SAINT AUGUSTINE	Karen Sutliff/Clive Tricker	Saint Augustine	FL	32080	4072217328	8668831227	staugustine@frontieradjusters.com
SARASOTA/BRADENTON	Bart Myers	Sarasota	FL	34236	9419253366	8663761916	sarasota@frontieradjusters.com
SEBRING/AVON PARK	Karen Sutliff/Clive Tricker	Sebring	FL	33870	8666348132	8668831227	sebring@frontieradjusters.com
STUART/FORT PIERCE	Karen Sutliff/Clive Tricker	Stuart	FL	34995	8666348132	8668831227	fortpierce@frontieradjusters.com
TALLAHASSEE	Karen Sutliff/Clive Tricker	Tallahassee	FL	32315	8506561472	8509971179	tallahassee@frontieradjusters.com
TAMPA BAY/BRANDON	Ron Black	Tampa Bay	FL	33601	7273765822	8773768001	tampa@frontieradjusters.com
WEST PALM BEACH/BOCA RATON	Karen Sutliff/Clive Tricker	West Palm Beach	FL	33402	8666348132	8668831227	westpalmbeach@frontieradjusters.com
ALBANY	Kenneth Howard	Albany	GA	31708	8884358970	8884358971	albanyga@frontieradjusters.com
ATHENS	Robert Bignon	Athens	GA	30602	7063100061	7063100067	athens@frontieradjusters.com
ATLANTA TPA SERVICES	Amanda Fitch	Atlanta	GA	30304	8888061624	8888061636	atlantarisk@frontieradjusters.com
ATLANTA/DOUGLASVILLE	Kenneth Howard	Atlanta	GA	30032	8884358970	8884358971	khoward@frontieradjusters.com

Location	Owner Name	City	State	Zip	Phone	Fax	Email
ATLANTA APPRAISAL SERVICES	Robert Bignon	Atlanta	GA	30303	6782325443	8779062360	atlantaapp@frontieradjusters.com
BRUNSWICK/SAINT SIMONS ISLAND, GA	Scott Pyle	Brunswick	GA	31521	9122682358	9122682358	-
ATLANTA/COLLEGE PARK	Lawson Thompson	College Park	GA	30337	7709793285	7709510046	collegeparkga@frontieradjusters.com
COLUMBUS/PHENIX CITY, AL	Kenneth Howard	Columbus	GA	31917	7066536400	7066536441	columbusga@frontieradjusters.com
CANTON/CUMMING	Lawson Thompson	Cumming	GA	30028	8553347943	8553347944	cantonga@frontieradjusters.com
ATLANTA/DECATUR	Lawson Thompson	Decatur	GA	30030	7709510044	7709510046	decatur@frontieradjusters.com
DULUTH/NORCROSS	Robert Bignon	Duluth	GA	30096	7062020723	8779062360	norcross@frontieradjusters.com
GAINESVILLE/BUFORD	Robert Bignon	Gainesville	GA	30503	7705340939	8779062360	gainesvillega@frontieradjusters.com
MACON/WARNER ROBINS	Kenneth Howard	Macon	GA	31209	4787431145	4787438992	macon@frontieradjusters.com
ATLANTA/MARIETTA	Robert Bignon	Marietta	GA	30008	6782325443	8779062360	mariettaga@frontieradjusters.com
ROME/CEDARTOWN	Kenneth Howard	Rome	GA	30125	8884358970	4782547326	rome@frontieradjusters.com
ROSWELL/ALPHARETTA	Lawson Thompson	Roswell	GA	30075	8553347943	8553347944	alpharetta@frontieradjusters.com
SAVANNAH/STATESBORO	C. Lee Barker	Savannah	GA	31420	8006817530	8666817531	savannahga@frontieradjusters.com
TIFTON/MOULTRIE	Kenneth Howard	Tifton	GA	31793	8884358970	8884358971	tifton@frontieradjusters.com
VALDOSTA/WAYCROSS	Scott Pyle	Valdosta	GA	31604	9122682358	9122682358	-
AUGUSTA/AIKEN	Kenneth Howard	Augusta	GA/SC	29801	8884358970	4782547326	augusta@frontieradjusters.com
HONOLULU	Mark & Karen Evers	Honolulu	HI	96813	8004050296	N/A	honolulu@frontieradjusters.com
CEDAR RAPIDS/IA CITY	Andrew Lopez	Cedar Rapids	IA	52401	8884396915	8884518726	cedarrapids@frontieradjusters.com
DAVENPORT/MOLINE	Andrew Lopez	Davenport	IA	52809	8884396915	8884518726	davenport@frontieradjusters.com
DES MOINES	Andrew Lopez	Des Moines	IA	50303	5636630133		desmoines@frontieradjusters.com
DUBUQUE	Nancy Lopez	Dubuque	IA	52001	8884396915	8884518726	dubuque@frontieradjusters.com
FORT DODGE	Nancy Lopez	Fort Dodge	IA	50501	8884396915	8884518726	fortdodgeia@frontieradjusters.com
MASON CITY/CLEAR LAKE	Nancy Lopez	Mason City	IA	50402	8884396915	8884518726	masoncity@frontieradjusters.com
SIOUX CITY	Mike Crone	Sioux City	IA	51101	8006956277	8888456277	siouxcity@frontieradjusters.com
WATERLOO/CEDAR FALLS	Nancy Lopez	Waterloo	IA	50704	8884396915	8884518726	waterloo@frontieradjusters.com
ONTARIO, OR/BOISE, ID	Kirk Matthews	Boise	ID	83702	8666521544		ontario@frontieradjusters.com
COEUR D'ALENE	Norm Wall	Coeur d'Alene	ID	83814	4253304751	8887582027	coeurdalene@frontieradjusters.com
ID FALLS	Thomas Strickland	ID Falls	ID	83402	2086843904	8663442084	IDfalls@frontieradjusters.com
LEWISTON/MOSCOW	Norm Wall	Lewiston	ID	83501	4253304751	8887582027	lewiston@frontieradjusters.com
POCATELLO	Thomas Strickland	Pocatello	ID	83206	2082340404	8663442084	pocatello@frontieradjusters.com
TWIN FALLS/SUN VALLEY	Thomas Strickland	Twin Falls	ID	83301	2087346696	8663442084	twinfalls@frontieradjusters.com
AURORA/NAPERVILLE	Heidi Willer	Aurora	IL	60505	8669100007	8665100007	aurorail@frontieradjusters.com
BELLEVILLE/ALTON	David Brightwell	Belleville	IL	62220	8667365078	8667365091	belleville@frontieradjusters.com
CHICAGO (NORTH) APPRAISAL SERVICES	Heidi Willer	Chicago	IL	60610	8669100007	8665100007	chicagonorthapp@frontieradjusters.com
CHICAGO (SOUTH) APPRAISAL SERVICES	Kevin Kolstad	Chicago	IL	60615	8668971876	8668992751	chicagosoapp@frontieradjusters.com

Location	Owner Name	City	State	Zip	Phone	Fax	Email
CHICAGO/DES PLAINES	Kevin Kolstad	Des Plaines	IL	60016	8668971876	8668992751	desplaines@frontieradjusters.com
CHICAGO/DOWNERS GROVE	Kevin Kolstad	Downers Grove	IL	60515	8668971876	8668992751	downersgrove@frontieradjusters.com
EFFINGHAM/CHAMPAIGN	Kevin Kolstad	Effingham	IL	62401	8668971876	8668992751	effingham@frontieradjusters.com
CHICAGO/EVANSTON	Chris & Sherry Dymond	Evanston	IL	60201	8666348132	8668831227	evanstonil@frontieradjusters.com
JOLIET/CHICAGO HEIGHTS	Kevin Kolstad	Joliet	IL	60432	8668971876	8668992751	joliet@frontieradjusters.com
CHICAGO/NORTHBROOK	Edward Kean	Northbrook	IL	60614	8776911952	8776911953	chicagonorthbrook@frontieradjusters.com
CHICAGO OAK LAWN/CHICAGO CICERO	Kevin Kolstad	Oak Lawn	IL	60453	8668971876	8668992751	oaklawn@frontieradjusters.com
PEORIA	Kevin Kolstad	Peoria	IL	61602	8668971876	8668992751	peoria@frontieradjusters.com
ROCKFORD/FREEPORT	Chris & Sherry Dymond	Rockford	IL	61101	8666348132	8668831227	rockford@frontieradjusters.com
CHICAGO/SCHAUMBURG	Heidi Willer	Schaumburg	IL	60193	8669100007	8665100007	schaumburg@frontieradjusters.com
SPRINGFIELD	Kevin Kolstad	Springfield	IL	62703	8668971876	8668992751	springfieldil@frontieradjusters.com
WAUKEGAN/GURNEE	Edward Kean	Waukegan	IL	60614	8776911952	8776911953	waukegan@frontieradjusters.com
BLOOMINGTON/COLUMBUS	Frank Whitaker	Bloomington	IN	47201	8772252460	2708890056	bloomingtonin@frontieradjusters.com
FORT WAYNE	Bill Carey	Fort Wayne	IN	46802	8778079905	8778079904	fortwayne@frontieradjusters.com
GARY/CROWN POINT	Bart Myers	Gary	IN	46402	7656766825	8663761916	gary@frontieradjusters.com
HAMMOND/ WHITING	Edward Kean	Hammond	IN	60614	8776911952	8776911953	hammondin@frontieradjusters.com
INPOLIS	Bill Carey	INpolis	IN	46204	8669053430	8669053431	INpolis@frontieradjusters.com
MUNCIE/LAFAYETTE	Bill Carey	Muncie	IN	46011	8669053430	8662057485	muncie@frontieradjusters.com
NEW ALBANY/MADISON	Lisa Wilder	New Albany	IN	47150	8778353615	8778353616	newalbany@frontieradjusters.com
SOUTH BEND/ELKHART	Bart Myers	South Bend	IN	46624	2192533700	8663761916	southbend@frontieradjusters.com
TERRE HAUTE	Kevin Kolstad	Terre Haute	IN	47807	8668971876	8668992751	terrehaute@frontieradjusters.com
CHANUTE	Duane Dickson	Chanute	KS	66720	8886765687	8886765687	chanuteks@frontieradjusters.com
GARDEN CITY/LIBERAL	Johnny Youngblood	Garden City	KS	67846	6202761959	6202764450	gardencity@frontieradjusters.com
HAYS	Cary Alexander	Hays	KS	67601	7856255353	7856251706	hays@frontieradjusters.com
KS CITY/KS CITY, MO	Duane Dickson	KS City	KS	64116	8886765687	8886765687	nKScity@frontieradjusters.com
SALINA	Duane Dickson	Salina	KS	67402	8886765687	8886765687	salina@frontieradjusters.com
TOPEKA	Duane Dickson	Topeka	KS	66601	8886765687	8886765687	topeka@frontieradjusters.com
WICHITA	Duane Dickson	Wichita	KS	67202	8886765687	7853931319	wichita@frontieradjusters.com
BOWLING GREEN/OWENSBRO	Frank Whitaker	Bowling Green	KY	42101	8772252460	8668176019	bowlinggreenky@frontieradjusters.com
ELIZABETHTOWN/BARDSTOWN	Frank Whitaker	Elizabethtown	KY	42701	8772252460	8665522489	elizabethtown@frontieradjusters.com
HOPKINSVILLE	Frank Whitaker	Hopkinsville	KY	42241	2708890055	2708890056	hopkinsville@frontieradjusters.com
LEXINGTON	Frank Whitaker	Lexington	KY	40507	8669053432	8669053433	lexingtonky@frontieradjusters.com
LONDON/SOMERSET	Frank Whitaker	London	KY	40742	8772252460	8665522489	london@frontieradjusters.com
LOUISVILLE (EAST)	Lisa Wilder	Louisville	KY	40206	8778353676	8778353677	louisvilleeast@frontieradjusters.com
LOUISVILLE	Lisa Wilder	Louisville	KY	40203	8778353676	8778353677	louisville@frontieradjusters.com

Location	Owner Name	City	State	Zip	Phone	Fax	Email
MOREHEAD	Frank Whitaker	Morehead	KY	40351	8772252460	8665522489	morehead@frontieradjusters.com
PIKEVILLE	Frank Whitaker	Pikeville	KY	41502	8772252460	8665522489	pikeville@frontieradjusters.com
COVINGTON, KY	Mike Miano	Covington	KY/OH	41018	8885807661	8885807662	covington@frontieradjusters.com
ALEXANDRIA	Frank Whitaker	Alexandria	LA	71315	8885157373	8885157374	alexandria@frontieradjusters.com
BATON ROUGE	Mark Adamski	Baton Rouge	LA	70879	8777504545	2257524546	batonrouge@frontieradjusters.com
HAMMOND	Mark Adamski	Hammond	LA	70401	2253354311	2257524546	madamski@frontieradjusters.com
LAFAYETTE	Frank Whitaker	Lafayette	LA	70509	8885157373	8885157374	lafayettela@frontieradjusters.com
MONROE	Mark Adamski	Monroe	LA	71207	8777504545	2257524546	monroe@frontieradjusters.com
NEW ORLEANS/SLIDELL	Gary Haider	New Orleans	LA	70112	5042768422	5042768426	neworleans@frontieradjusters.com
SHREVEPORT	Luke Crumbly	Shreveport	LA	71101	8773761555	8669294823	shreveport@frontieradjusters.com
BOSTON	Justin M. Logan, Sr./Justin Logan, Jr./Robin Logan	Boston	MA	02203	8009666009	8773889633	boston@frontieradjusters.com
BROCKTON/PLYMOUTH	Justin Logan, Sr.	Brockton	MA	02301	8009666009	8773889633	brockton@frontieradjusters.com
FRAMINGHAM	Justin M. Logan, Sr./Justin Logan, Jr./Robin Logan	Framingham	MA	01702	8009666009	8773889633	framingham@frontieradjusters.com
GLOUCESTER/BEVERLY	Justin M. Logan, Sr./Justin Logan, Jr./Robin Logan	Gloucester	MA	01930	8009666009	8773889633	gloucester@frontieradjusters.com
HYANNIS/CAPE COD	Justin Logan, Sr.	Hyannis	MA	02601	8009666009	8773889633	hyannis@frontieradjusters.com
LOWELL/LAWRENCE	Justin M. Logan, Sr./Justin Logan, Jr./Robin Logan	Lowell	MA	01803	8009666009	8773889633	lowell@frontieradjusters.com
NEW BEDFORD/FALL RIVER	Justin M. Logan, Sr./Justin Logan, Jr./Robin Logan	New Bedford	MA	02740	8009666099	8773889633	newbedford@frontieradjusters.com
SPRINGFIELD	Justin M. Logan, Sr./Justin Logan, Jr./Robin Logan	Springfield	MA	01103	8009666009	8773889633	springfieldma@frontieradjusters.com
WORCESTER	Justin M. Logan, Sr./Justin Logan, Jr./Robin Logan	Worcester	MA	01608	8009666009	8773889633	worcester@frontieradjusters.com
WORCESTER APPRAISAL SERVICES	Justin M. Logan, Sr./Justin Logan, Jr./Robin Logan	Worcester	MA	01608	8009666009	8773889633	worcesterapp@frontieradjusters.com
ANNAPOLIS/CHESAPEAKE BAY	Amanda Fitch	Annapolis	MD	21401	8888061624	8888061636	annapolismd@frontieradjusters.com
BALTIMORE	Amanda Fitch	Baltimore	MD	21202	8888061624	8888061636	baltimore@frontieradjusters.com
BALTIMORE TPA SERVICES	Amanda Fitch	Baltimore	MD	21202	8888061624	8888061636	baltimorerisk@frontieradjusters.com
BEL AIR/ABERDEEN	Amanda Fitch	Bel Air	MD	21014	8888061624	8888061636	belair@frontieradjusters.com
BETHESDA/WASHINGTON D.C.	Robert Lewis	Bethesda	MD	20827	3016561927	3016562199	bethesda@frontieradjusters.com
BOWIE/WALDORF	Amanda Fitch	Bowie	MD	20716	8888061624	8888061636	bowiemd@frontieradjusters.com
COLUMBIA/SILVER SPRING	Amanda Fitch	Columbia	MD	21044	8888061624	8888061636	columbiamd@frontieradjusters.com

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CUMBERLAND/FROSTBURG	Amanda Fitch	Cumberland	MD	21502	8888061624	8888061636	cumberland@frontieradjusters.com
EASTON	Amanda Fitch	Easton	MD	21601	8888061624	8888061636	easton@frontieradjusters.com
OCEAN CITY	Amanda Fitch	Ocean City	MD	21842	8888061624	8888061636	oceancity@frontieradjusters.com
SALISBURY	Amanda Fitch	Salisbury	MD	21801	8888061624	8888061636	salisburymd@frontieradjusters.com
BANGOR	Amanda Fitch	Bangor	ME	04401	8888061624		bangor@frontieradjusters.com
PORTLAND/BRUNSWICK	Amanda Fitch	Portland	ME	04101	8888061624	8888061636	portlandme@frontieradjusters.com
SOUTH PORTLAND/KENNEBUNK	Justin Logan, Sr.	South Portland	ME	04106	8009666009	8773889633	southportland@frontieradjusters.com
WATERVILLE/AUGUSTA	Amanda Fitch	Waterville	ME	04901	8888061624		waterville@frontieradjusters.com
ANN ARBOR	Kirk Davis	Ann Arbor	MI	48106	8664842791	8664844725	-
DETROIT/DEARBORN	Kirk Davis	Detroit	MI	48201	8664842791	8664844725	-
FLINT/SAGINAW	Kirk Davis	Flint	MI	48502	8664842791	8664844725	flintmi@frontieradjusters.com
GRAND RAPIDS	Kirk Davis	Grand Rapids	MI	49515	8664842791	8664844725	grandrapids@frontieradjusters.com
LANSING	Kirk Davis	Lansing	MI	48901	8664842791	8664844725	lansingmi@frontieradjusters.com
MONROE/ADRIAN	Frank Whitaker	Monroe/Adrian	MI	48161	8772252460		monroemi@frontieradjusters.com
CAMBRIDGE	Michael Sylvester	Cambridge	MN	55008	6517739308	6517705857	cambridge@frontieradjusters.com
GRAND RAPID/BRAINERD	Jason Geislinger	Grand Rapids/Brainerd	MN	55744	8669079568	8669079569	brainerdmn@frontieradjusters.com
MANKATO/WILLMAR	Jason Geislinger	Mankato/Willmar	MN	56001	8669079568	8669079569	mankato@frontieradjusters.com
MINNEAPOLIS	Jason Geislinger	Minneapolis	MN	55479	8669079568	8669079569	minneapolis@frontieradjusters.com
SAINT PAUL/HASTINGS APPRAISAL SERVICES	Michael Sylvester	Oakdale	MN	55101	6512950143	6517705857	stpaulapp@frontieradjusters.com
ROCHESTER APPRAISAL SERVICES	Brien Knudson	Rochester	MN	55903	8773746436	8663746429	rochestermnapp@frontieradjusters.com
ROCHESTER	Michael Sylvester	Rochester	MN	55903	6512950510	6517705857	rochestermn@frontieradjusters.com
ST. CLOUD/ALEXANDRIA	Jason Geislinger	St. Cloud/Alexandria	MN	56301	8669079568	8669079569	alexandriamn@frontieradjusters.com
SAINT PAUL	Michael Sylvester	St. Paul	MN	55101	6517705985	6517705857	stpaul@frontieradjusters.com
COLUMBIA	Destiny Smith	Columbia	MO	65203	9188057529		columbiamo@frontieradjusters.com
JEFFERSON CITY/LAKE OF THE OZAR	Destiny Smith	Jefferson City	МО	65101	9188057529		jeffersoncity@frontieradjusters.com
JOPLIN	Kevin Kolstad	Joplin	MO	64802	8668971876	8668992751	joplin@frontieradjusters.com
ROLLA/WEST PLAINS	Kevin Kolstad	Rolla	MO	65402	8668971876	8668992751	rolla@frontieradjusters.com
SAINT JOSEPH	Destiny Smith	Saint Joseph	MO	64503	9188057529		stjoseph@frontieradjusters.com
SPRINGFIELD/BRANSON	Kevin Kolstad	Springfield	MO	65808	8668971876	8668992751	springfieldmo@frontieradjusters.com
SAINT CHARLES/SAINT PETERS	David Brightwell	St. Charles/St. Peters	МО	63301	6184076221	6182578606	stcharles@frontieradjusters.com
ST. LOUIS/ARNOLD	David Brightwell	St. Louis/Arnold	MO	63101	8667365078	8667365091	arnold@frontieradjusters.com
ST. LOUIS/FLORISSANT	David Brightwell	St. Louis/Florissant	МО	63107	8885036669	3148491470	florissant@frontieradjusters.com
GREENVILLE	Kirk Matthews	Greenville	MS	38701	8666521544		greenvillems@frontieradjusters.com
GREENWOOD/GRENADA	Kirk Matthews	Greenwood	MS	38930	8666521544		greenwoodms@frontieradjusters.com

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GULFPORT/BILOXI	Kirk Matthews	Gulfport	MS	39501	8666521544		gulfport@frontieradjusters.com
HATTIESBURG/LAUREL	Kirk Matthews	Hattiesburg	MS	39401	8666521544		hattiesburg@frontieradjusters.com
JACKSON APPRAISAL SERVICES	Kirk Matthews	Jackson	MS	39201	8666521544		jacksonmsapp@frontieradjusters.com
JACKSON/VICKSBURG	Kirk Matthews	Jackson	MS	39201	8666521544		jacksonms@frontieradjusters.com
NATCHEZ/MCCOMB	Kirk Matthews	Natchez	MS	39120	8666521544		natchez@frontieradjusters.com
MERIDIAN/PHILADELPHIA	Kirk Matthews	Philadelphia	MS	39350	8666521544		meridian@frontieradjusters.com
TUPELO/OXFORD	Luke Crumbly	Tupelo	MS	38803	8773761555	8669294823	tupelo@frontieradjusters.com
BILLINGS/CROW RESERVATION	Shawn Bohan	Billings	MT	59107	4062522050	4062458975	billings@frontieradjusters.com
BOZEMAN/WEST YELLOWSTONE	Shawn Bohan	Bozeman	MT	59771	4065874222	4065878351	bozeman@frontieradjusters.com
GREAT FALLS	Shawn Bohan	Great Falls	MT	59403	4065874222	4065878351	greatfalls@frontieradjusters.com
HELENA/BUTTE	Shawn Bohan	Helena	MT	59604	4065874222	4065878351	helena@frontieradjusters.com
KALISPELL/MISSOULA	Mark Evers	Missoula	MT	59901	8004050296	N/A	missoula@frontieradjusters.com
ASHEVILLE/HENDERSONVILLE	Karen Sutliff/Clive Tricker	Asheville	NC	28801	8288902468	8288902765	asheville@frontieradjusters.com
GREENSBORO/BURLINGTON	Karen Sutliff/Clive Tricker	Burlington	NC	27215	3362866675	3362178084	burlingtonnc@frontieradjusters.com
CHAPEL HILL	Karen Sutliff/Clive Tricker	Chapel Hill	NC	27514	9199299331	9198692290	chapelhill@frontieradjusters.com
CHARLOTTE	Craig Folnsbee	Charlotte	NC	28201	7045459983	8772883809	charlotte@frontieradjusters.com
FAYETTEVILLE/LUMBERTON	Brett Williams, Jr.	Fayetteville	NC	28301	8778575937	2529756473	fayettevillenc@frontieradjusters.com
GOLDSBORO/WILSON	Brett Williams, Jr.	Goldsboro	NC	27530	8887072253	8887072253	goldsboro@frontieradjusters.com
GREENSBORO/HIGH POINT	Brett Williams, Jr.	Greensboro	NC	27401	8887072253	8887072253	highpoint@frontieradjusters.com
GREENVILLE/NEW BERN	Brett Williams, Jr.	Greenville	NC	27858	2529756601	8778575937	greenvillenc@frontieradjusters.com
HENDERSON/ROXBORO	Brett Williams, Jr.	Henderson	NC	27536	8887072253	8887072253	hendersonnc@frontieradjusters.com
HICKORY/STATESVILLE	Karen Sutliff/Clive Tricker	Hickory	NC	27055	8288902468	8288902765	hickory@frontieradjusters.com
JACKSONVILLE/MOREHEAD CITY	Brett Williams, Jr.	Jacksonville	NC	28540	8887072253	8887072253	jacksonvillenc@frontieradjusters.com
KILL DEVIL HILLS/ELIZABETH CITY	Brett Williams, Jr.	Kill Devil Hills	NC	27948	8887072253	8887072253	killdevilhills@frontieradjusters.com
RALEIGH/DURHAM	Brett Williams, Jr.	Raleigh	NC	27601	8778575937	2529756437	raleigh@frontieradjusters.com
RALEIGH/DURHAM APPRAISAL SERVICES	Karen Sutliff/Clive Tricker	Raleigh	NC	27601	9198763200	9198828900	raleighapp@frontieradjusters.com
ROCKY MOUNT/ROANOKE RAPIDS	Brett Williams, Jr.	Rocky Mount	NC	27801	8887072253	8887072253	rockymount@frontieradjusters.com
WILMINGTON	Brett Williams, Jr.	Wilmington	NC	28402	8887072253	8887072253	wilmington@frontieradjusters.com
WINSTON-SALEM	Brett Williams, Jr.	Winston-Salem	NC	27101	8008136040	8008174857	winston@frontieradjusters.com
BISMARCK, ND	Steve Klene	Bismarck, ND	ND	58501	8002083595	8009947694	bismarck@frontieradjusters.com
FARGO/MOORHEAD, MN	Michael Miller	Fargo	ND	58105	7012358033	7012376093	fargo@frontieradjusters.com
WILLISTON, ND/SIDNEY, MT	Steve Klene	Williston, ND/Sidney, MT	ND/MT	58801	8002083595	8009947694	sklene@frontieradjusters.com
GRAND ISLAND	Mike Crone	Grand Island	NE	68801	8006956277	8888456277	grandisland@frontieradjusters.com
LINCOLN	Mike Crone	Lincoln	NE	68502	8006956277	8888456277	lincoln@frontieradjusters.com

Location	Owner Name	City	State	Zip	Phone	Fax	Email
OMAHA/COUNCIL BLUFFS, IA	Mike Crone	Omaha	NE	68139	8885036669	8888456277	omaha@frontieradjusters.com
BERLIN/PLYMOUTH	Lawrence Lombardi	Berlin	NH	03570	6034496685	6034496686	berlin@frontieradjusters.com
KEENE, NH/RUTLAND, VT	Janine Remarque	Keene	NH	03431	8884115863	8884988847	keene@frontieradjusters.com
CONCORD/MANCHESTER	Justin M. Logan, Sr./Justin Logan, Jr./Robin Logan	Nashua	NH	01742	8009666009	8773889633	jlogan@frontieradjusters.com
NORTH CONWAY	Lawrence Lombardi	North Conway	NH	03860	6033568344	6033568331	northconway@frontieradjusters.com
PORTSMOUTH/ROCHESTER	Justin Logan, Sr.	Portsmouth	NH	03802	8009666009	8773889633	portsmouthnh@frontieradjusters.com
CRANFORD	Amanda Fitch	Cranford	NJ	07016	8668061624	8888061636	cranfordnj@frontieradjusters.com
FORT LEE	Amanda Fitch	Fort Lee	NJ	07024	2017683223	2017847601	fortlee@frontieradjusters.com
FREEHOLD/LONG BRANCH	Amanda Fitch	Freehold	NJ	07728	8888061624	8888061636	freehold@frontieradjusters.com
LAKEWOOD/BRICK	Amanda Fitch	Lakewood	NJ	08701	8888061624	8888061636	lakewood@frontieradjusters.com
MT. HOLLY	Amanda Fitch	Mt. Holly	NJ	08060	8888061624	8888061636	mtholly@frontieradjusters.com
NEW BRUNSWICK	Robert Teodoro	New Brunswick	NJ	08901	7322464408	9734029725	newbrunswick@frontieradjusters.com
NEW BRUNSWICK APPRAISAL SERVICES	Robert Teodoro	New Brunswick	NJ	08901	9734029819	9734029725	newbrunswickapp@frontieradjusters.com
NEWARK	Kirk Davis	Newark	NJ	07101	8664842791	8664844725	newark@frontieradjusters.com
PATERSON	Kirk Davis	PATERSON	NJ	07509	8664842791	8664844725	paterson@frontieradjusters.com
PERTH AMBOY/WOODBRIDGE	Robert Teodoro	Perth Amboy	NJ	08861	7324934446	7324934406	perthamboy@frontieradjusters.com
SECAUCUS/NORTH BERGEN	Amanda Fitch	Secaucus	NJ	07096	8888061624	8888061636	secaucus@frontieradjusters.com
TOMS RIVER	Amanda Fitch	Toms River	NJ	08753	8888061624	8888061636	tomsriver@frontieradjusters.com
TRENTON/PRINCETON	Amanda Fitch	Trenton	NJ	08601	2012803011	8888061636	trenton@frontieradjusters.com
VINELAND/GLASSBORO	Paul Martin	Vineland	NJ	08360	8564050444	8564050441	vinelandnj@frontieradjusters.com
ALAMOGORDO	Steven Trawick	Alamogordo	NM	88311	5755265371	5755265383	alamogordo@frontieradjusters.com
ALBUQUERQUE	Steve Klene	Albuquerque	NM	87199	5052988660	5052753111	albuquerque@frontieradjusters.com
CLOVIS/HOBBS	Joseph Hamel	Clovis	NM	88101	5757492691		clovisnm@frontieradjusters.com
FARMINGTON	Reyes Martinez	Farmington	NM	87401	8004053404	8006874531	farmingtonnm@frontieradjusters.com
GALLUP/GRANTS	Reyes Martinez	Gallup	NM	87301	5057220700	5057220745	gallup@frontieradjusters.com
LAS CRUCES	Steven Trawick	Las Cruces	NM	88004	5755265371	5755265383	lascruces@frontieradjusters.com
RIO RANCHO	Reyes Martinez	Rio Rancho	NM	87144	5052470177	505-890-7383	riorancho@frontieradjusters.com
ROSWELL/CARLSBAD	Joseph Hamel	Roswell	NM	88201	5757492691		roswellnm@frontieradjusters.com
SANTA FE/LAS VEGAS	Steve Klene	Santa Fe	NM	87502	8002083595	5054734769	santafe@frontieradjusters.com
TAOS/RATON	Reyes Martinez	Taos	NM	87571	5057583260	8008640299	taos@frontieradjusters.com
TUCUMCARI/SANTA ROSA	Reyes Martinez	Tucumcari	NM	88416	8007526391	8008640299	tucumcari@frontieradjusters.com
CARSON CITY/ LAKE TAHOE	Kirk Matthews	Carson City/Lake Tahoe	NV	89702	8666521544		carsoncity@frontieradjusters.com
ELKO	William Reams	Elko	NV	89803	7757387969	7757387323	elkonv@frontieradjusters.com
HENDERSON/LAKE MEAD	Lisa Wilder	Henderson	NV	89011	8778353613	8778353614	henderson@frontieradjusters.com
LAS VEGAS	Lisa Wilder	Las Vegas	NV	89112	8778353607	8778353608	lasvegas@frontieradjusters.com

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NORTH LAS VEGAS	Lisa Wilder	North Las Vegas	NV	89030	8778353607	8778353608	northlasvegas@frontieradjusters.com
RENO/SPAR	Kirk Matthews	Reno/SpAR	NV	89504	8666521544		reno@frontieradjusters.com
WEST LAS VEGAS	Gary Haider	West Las Vegas	NV	89106	8665300007	7143883936	wlasvegas@frontieradjusters.com
AMSTERDAM/HUDSON, NY	Janine Remarque	Amsterdam	NY	12010	8003503707	8884903707	amsterdam@frontieradjusters.com
BINGHAMTON/ONEONTA	Fred Miller	Binghamton	NY	13901	8882752503	8667175102	binghamton@frontieradjusters.com
BRONX/RIVERDALE	Amanda Fitch	Bronx	NY	10462	8888061624	8888061636	bronx@frontieradjusters.com
BRONX/RIVERDALE APPRAISAL SERVICES	Amanda Fitch	Bronx	NY	10462	8888061624	8888061636	bronxapp@frontieradjusters.com
BROOKLYN/BENSONHURST	Anthony Siconolfi	Brooklyn	NY	11202	7182591400	7182590033	brooklyn@frontieradjusters.com
BUFFALO/NIAGARA FALLS	Amanda Fitch	Buffalo	NY	14201	8888061624	8888061636	buffalo@frontieradjusters.com
ELMIRA/ITHACA	Fred Miller	Elmira	NY	14901	8882752503	8667175102	elmira@frontieradjusters.com
HEMPSTEAD/LONG ISLAND	Paul Martin	Hempstead	NY	11550	5163283154	6314234758	hempstead@frontieradjusters.com
HUNTINGTON STATION/L.I.	Paul Martin	Huntington Station	NY	11746	6314238730	6314237458	huntingtonstation@frontieradjusters.com
JAMESTOWN/OLEAN	Amanda Fitch	Jamestown	NY	14701	8888061624	8888061636	jamestown@frontieradjusters.com
MIDTOWN MANHATTAN	Kirk Davis	Manhattan	NY	10036	8664842791	8664844725	manhattan@frontieradjusters.com
LAKE PLACID, NY/BURLINGTON, VT	Janine Remarque	Plattsburgh	NY	12901	8003503707	8884903707	plattsburgh@frontieradjusters.com
POUGHKEEPSIE	Kirk Davis	Poughkeepsie	NY	12601	8664842791	8664844725	poughkeepsie@frontieradjusters.com
QUEENS	Paul Martin	Queens	NY	11746	7188972952	6314237458	queens@frontieradjusters.com
ROCHESTER	Amanda Fitch	Rochester	NY	14603	8888061624	8888061636	-
SYRACUSE/UTICA	Fred Miller	Syracuse	NY	13202	8882752503	8667175102	syracuse@frontieradjusters.com
WATERTOWN/ALEXANDRIA BAY	Fred Miller	Watertown/Alexa ndria Bay	NY	13601	8882752503	8667175102	watertown@frontieradjusters.com
YONKERS/NEW ROCHELLE	Paul Martin	Yonkers	NY	10701	9147760318	6314237458	yonkers@frontieradjusters.com
AKRON	Frank Whitaker	Akron	ОН	44308	8772252460	8885807662	akron@frontieradjusters.com
ASHTABULA/CONNEAUT	Amanda Fitch	Ashtabula	ОН	10220	8888061624	8888061636	ashtabula@frontieradjusters.com
CANTON/MASSILLON	Frank Whitaker	Canton	ОН	44702	8772252460	8885807662	cantonoh@frontieradjusters.com
CINCINNATI	Mike Miano	Cincinnati	ОН	45203	8885807661	8885807662	cincinnati@frontieradjusters.com
HILLSBORO/CHILLICOTHE	Mike Miano	CIARville	ОН	45113	8885807661	8885807662	hillsboro@frontieradjusters.com
CLEVELAND (EAST)	Amanda Fitch	Cleveland	ОН	44106	8888061624	888061636	clevelandeast@frontieradjusters.com
CLEVELAND (WEST)	Frank Whitaker	Cleveland	ОН	44107	8772252460	8885807662	clevelandwest@frontieradjusters.com
COLUMBUS	Frank Whitaker	Columbus	ОН	43215	8772252460	8665522489	columbusoh@frontieradjusters.com
DAYTON/SPRINGFIELD	Frank Whitaker	Dayton	ОН	45402	8885807661	8885807662	dayton@frontieradjusters.com
HAMILTON/MIDDLETOWN	Frank Whitaker	Hamilton	ОН	45011	8885807661	8885807662	hamilton@frontieradjusters.com
LIMA	Frank Whitaker	Lima	ОН	45802	8772252460	8885807662	lima@frontieradjusters.com
MANSFIELD/SANDUSKY	John Anich	Mansfield	ОН	44902	4197568215	4197568415	mansfield@frontieradjusters.com
PORTSMOUTH	Frank Whitaker	Portsmouth	ОН	45662	8772252460	8665522489	portsmouthoh@frontieradjusters.com
STEUBENVILLE, OH	Glenn Nagy	Steubenville	ОН	43952	8773417012	8668722608	steubenville@frontieradjusters.com

Location	Owner Name	City	State	Zip	Phone	Fax	Email
TOLEDO/BOWLING GREEN	Frank Whitaker	Toledo	ОН	43601	8772252460	8885807662	toledo@frontieradjusters.com
TROY/SIDNEY	Frank Whitaker	Troy	ОН	45373	8885807661	8885807662	troy@frontieradjusters.com
YOUNGSTOWN/WARREN	Amanda Fitch	Youngstown	ОН	45502	8888061634	8888061636	youngstown@frontieradjusters.com
ZANESVILLE/CAMBRIDGE	John Anich	Zanesville	ОН	43701	7404522913	7404523085	zanesville@frontieradjusters.com
ALTUS	Victor Dewbery	Altus	OK	73521	8663640185	8002618359	altus@frontieradjusters.com
ARDMORE/ADA	Victor Dewbery	Ardmore	OK	73403	8663640185	8003273424	ardmore@frontieradjusters.com
ELK CITY	Victor Dewbery	Elk City	OK	73644	8663640185	8002618359	elkcity@frontieradjusters.com
GUYMON	Johnny Youngblood	Guymon	OK	73942	8772600063	8778426033	guymon@frontieradjusters.com
LAWTON	Victor Dewbery	Lawton	OK	73501	8663640185	8002618359	lawton@frontieradjusters.com
MCALESTER	Victor Dewbery	McAlester	OK	74501	8663640185	8003273424	mcalester@frontieradjusters.com
MUSKOGEE	Victor Dewbery	Muskogee	OK	74402	8776281714	8887431543	muskogee@frontieradjusters.com
NORMAN	Victor Dewbery	Norman	OK	73026	8776281714	8887431543	norman@frontieradjusters.com
OK CITY	Victor Dewbery	OK City	OK	73123	8776281714	8887431543	OKcity@frontieradjusters.com
STILLWATER	Victor Dewbery	Stillwater	OK	74074	8776281714	8887431543	stillwater@frontieradjusters.com
TULSA	Victor Dewbery	Tulsa	OK	74147	8776281714	8887431543	tulsa@frontieradjusters.com
VINITA	Victor Dewbery	Vinita	OK	74301	8776281714	8887431543	vinita@frontieradjusters.com
BEND	Rick Bladorn	Bend	OR	97701	8885466458	8666562690	bend@frontieradjusters.com
HERMISTON/PENDLETON	Norm Wall	Hermiston	OR	97838	4253304751	8887582027	hermiston@frontieradjusters.com
KLAMATH FALLS	Rick Bladorn	Klamath Falls	OR	97601	8885466458	8666562690	klamathfalls@frontieradjusters.com
MEDFORD/GRANTS PASS	Rick Bladorn	Medford	OR	97501	8885466458	8666562690	medford@frontieradjusters.com
PORTLAND, OR/VANCOUVER, WA	Kirk Matthews	Portland	OR	97207	8666521544		portlandor@frontieradjusters.com
ROSEBURG	Kirk Matthews	Roseburg	OR	97470	8666521544		roseburg@frontieradjusters.com
SALEM/EUGENE	Kirk Matthews	Salem	OR	97307	8666521544		salem@frontieradjusters.com
SALEM/EUGENE APPRAISAL SERVICES	Kirk Matthews	Salem	OR	97308	8666521544		salemorapp@frontieradjusters.com
ALLENTOWN/BETHLEHEM	Robert Teodoro	Allentown	PA	18101	5705881460	5705881461	allentown@frontieradjusters.com
JOHNSTOWN	Glenn Nagy	Altoona	PA	16602	8778844976	8778845054	altoonapa@frontieradjusters.com
PHILADELPHIA/BENSALEM	Chris & Sherry Dymond	Bensalem	PA	19020	8666348132	8668831227	bensalem@frontieradjusters.com
PHILADELPHIA/CHELTENHAM	Kevin McGettigan	Cheltenham	PA	19012	2157226856	2157226859	cheltenham@frontieradjusters.com
DOYLESTOWN/QUAKERTOWN	Luke Miller	Doylestown	PA	18901	2155292935	2155292936	doylestown@frontieradjusters.com
ERIE	Amanda Fitch	Erie	PA	16501	8885469395	8005743943	erie@frontieradjusters.com
HARRISBURG	Amanda Fitch	Harrisburg	PA	17101	8885469395	8005743943	harrisburg@frontieradjusters.com
LANCASTER	Amanda Fitch	Lancaster	PA	17604	8885469395	8005743943	lancasterpa@frontieradjusters.com
PHILADELPHIA/NORRISTOWN	Peter Tarsi	Norristown	PA	19401	6106968903	8008350029	norristown@frontieradjusters.com
PHILADELPHIA/CHESTER	Luke Miller	Philadelphia	PA	19016	6103809577	8446837121	chester@frontieradjusters.com
PITTSBURGH	Glenn Nagy	Pittsburgh	PA	15219	4128288235	4128282453	pittsburghpa@frontieradjusters.com
POTTSTOWN/DOWNINGTOWN	Peter Tarsi	Pottstown	PA	19464	6108738734	8008350029	pottstown@frontieradjusters.com

Location	Owner Name	City	State	Zip	Phone	Fax	Email
READING	Peter Tarsi	Reading	PA	19603	6103722272	6103727104	reading@frontieradjusters.com
SCRANTON/WILKES-BARRE	Chris & Sherry Dymond	Scranton	PA	18501	8666348132	8668831227	scranton@frontieradjusters.com
SHENANDOAH	Chris & Sherry Dymond	Shenandoah	PA	17976	8666348132	8668831227	shenandoahpa@frontieradjusters.com
STATE COLLEGE	Chris & Sherry Dymond	State College	PA	16801	8666348132	8668831227	statecollegepa@frontieradjusters.com
UNIONTOWN/WAYNESBURG	Glenn Nagy	Uniontown	PA	15401	8773417012	8668722608	uniontown@frontieradjusters.com
PHILADELPHIA/WARMINSTER	Luke Miller	Warminster	PA	18974	2157730711	2157730712	warminster@frontieradjusters.com
WILLIAMSPORT	Chris & Sherry Dymond	Williamsport	PA	17701	8666348132	8668831227	williamsport@frontieradjusters.com
PHILADELPHIA/WILLOW GROVE	Amanda Fitch	Willow Grove	PA	19090	8888061624	8888061636	willowgrove@frontieradjusters.com
YORK	Amanda Fitch	York	PA	17401	8888061624	8888061636	york@frontieradjusters.com
PROVIDENCE	Justin M. Logan, Sr./Justin Logan, Jr./Robin Logan	Providence	RI	02903	8009666099	8773889633	providence@frontieradjusters.com
WARWICK/NEWPORT	Justin Logan, Sr.	Warwick	RI	02886	8009666009	8773889633	warwick@frontieradjusters.com
COLUMBIA/SUMTER	C. Lee Barker	Columbia	SC	29150	8006817530	8666817531	columbiasc@frontieradjusters.com
FLORENCE/DARLINGTON	Robert Teodoro	Florence	SC	29501	9734029718	8885978861	florence@frontieradjusters.com
GREENVILLE	Rodger Godwin	Greenville	SC	29601	8649681222	8649681239	greenvillesc@frontieradjusters.com
HILTON HEAD/BEAUFORT	C. Lee Barker	Hilton Head	SC	29925	8436813787	8436813789	hiltonhead@frontieradjusters.com
MYRTLE BEACH/GEORGETOWN	Craig Folnsbee	Myrtle Beach	SC	29572	8006817530	8666817531	myrtlebeach@frontieradjusters.com
CHARLESTON/MT. PLEASANT	Robert Teodoro	N. Charleston	SC	29402	9734029718	8885978861	charlestonsc@frontieradjusters.com
ORANGEBURG/BARNWELL	Robert Teodoro	Orangeburg	SC	29115	9734029718	8885978861	orangeburg@frontieradjusters.com
ROCK HILL/FORT MILL	Craig Folnsbee	Rock Hill	SC	29734	8772350001	8772883809	rockhill@frontieradjusters.com
SPARTANBURG	Craig Folnsbee	Spartanburg	SC	29316	8772350001	8772883809	spartanburg@frontieradjusters.com
WALTERBORO/HARDEEVILLE	C. Lee Barker	Walterboro	SC	29488	8006817530	8666817531	walterboro@frontieradjusters.com
PIERRE	Andy Schultz	Pierre	SD	57501	6053815530	8665364724	pierre@frontieradjusters.com
RAPID CITY	Andy Schultz	Rapid City	SD	57701	6053815530	8665364724	rapidcity@frontieradjusters.com
SIOUX FALLS	Andy Schultz	Sioux Falls	SD	57104	6054151828	8665364724	-
BRISTOL/JOHNSON CITY	Lisa Wilder	Bristol	TN	37621	8778353611	8778353612	bristoltn@frontieradjusters.com
CHATTANOOGA	Pat Guinn 26	Chattanooga	TN	37402	8885157373	8885157374	chattanooga@frontieradjusters.com
COOKEVILLE	Frank Whitaker	Cookeville	TN	38501	8772252460	6154619908	cookeville@frontieradjusters.com
JACKSON	Frank Whitaker	Jackson	TN	38301	7316644439	7316648727	jacksontn@frontieradjusters.com
KNOXVILLE	Frank Whitaker	Knoxville	TN	37902	8885157374	8885157374	knoxville@frontieradjusters.com
LAWRENCEBURG/PULASKI	Pat Guinn	Lawrenceburg	TN	38464	8889972431	8889994725	waynesboro@frontieradjusters.com
MEMPHIS	Luke Crumbly	Memphis	TN	38181	8773761555	8669294823	memphis@frontieradjusters.com
NASHVILLE	Frank Whitaker	Nashville	TN	37201	6152231101	6152231178	nashville@frontieradjusters.com
ABILENE	James O'Neill/Ryan Cooke	Abilene	TX	79604	3256726363	8558566295	abilene@frontieradjusters.com

Location	Owner Name	City	State	Zip	Phone	Fax	Email
ALVIN/ANGLETON	Frank Whitaker	Alvin	TX	77511	6152757160		alvin@frontieradjusters.com
AMARILLO	Johnny Youngblood	Amarillo	TX	79105	8063584371	8063589371	amarillo@frontieradjusters.com
AUSTIN	Von Webber	Austin	TX	78701	8004901222	8776993279	austin@frontieradjusters.com
BEAUMONT	Frank Whitaker	Beaumont	TX	77704	8885157373	8885157374	beaumont@frontieradjusters.com
COLLEGE STATION/BRYAN	Frank Whitaker	College Station	TX	77840	8885157373	8885157374	bryan@frontieradjusters.com
CONROE	Frank Whitaker	Conroe	TX	77305	8885157373	8885157374	conroe@frontieradjusters.com
CORPUS CHRISTI	John Barron	Corpus Christi	TX	78463	8778523855	8883363204	corpuschristi@frontieradjusters.com
DALLAS	Fred Ogier	Dallas	TX	75380	8002256033	8004450138	dallas@frontieradjusters.com
DALLAS/GRAPEVINE	Victor Dewbery	Dallas/Grapevine	TX	76099	8663640185	8003273424	grapevine@frontieradjusters.com
DALLAS/IRVING	Victor Dewbery	Dallas/Irving	TX	75017	8663640185	8003273424	irving@frontieradjusters.com
DECATUR/GAINESVILLE	Victor Dewbery	Decatur	TX	76234	8663640185	8003273424	decaturtx@frontieradjusters.com
DEL RIO/UVALDE	James O'Neill/Ryan Cooke	Del Rio	TX	78840	8302781131	8778832988	delriotx@frontieradjusters.com
DENTON	Victor Dewbery	Denton	TX	76206	8663640185	8003273424	denton@frontieradjusters.com
EL PASO	Reyes Martinez	El Paso	TX	79913	9155441126	8008640299	elpaso@frontieradjusters.com
FORT WORTH/ARLINGTON	Fred Ogier	Fort Worth	TX	76102	8174285454	8174285452	fortworth@frontieradjusters.com
FREDERICKSBURG/KERRVILLE	James O'Neill/Ryan Cooke	Fredericksburg	TX	78624	8888837668	8778832988	fredericksburg@frontieradjusters.com
FRISCO/LEWISVILLE	Victor Dewbery	Frisco/Lewisville	TX	75022	8663640185	8003273424	frisco@frontieradjusters.com
GALVESTON/BAYTOWN	Frank Whitaker	Galveston	TX	77550	6152757160		galveston@frontieradjusters.com
HOUSTON	Frank Whitaker	Houston	TX	77002	6152757160	2814890374	houston@frontieradjusters.com
KATY/SUGARLAND	Frank Whitaker	Katy	TX	77449	6152757160	2814890374	katy@frontieradjusters.com
LAREDO	John Barron	Laredo	TX	78044	8778523855	8883363204	laredo@frontieradjusters.com
LUBBOCK	James O'Neill	Lubbock	TX	79401	8067941984	8067915148	lubbock@frontieradjusters.com
McALLEN	John Barron	McAllen	TX	77902	8778523855	8883363204	victoria@frontieradjusters.com
MIDLAND/ODESSA	James O'Neill	Midland	TX	79701	4325508097	8665910432	midland@frontieradjusters.com
SAN ANGELO	James O'Neill/Ryan Cooke	San Angelo	TX	76903	3256726363	8558566295	sanangelo@frontieradjusters.com
SAN ANTONIO/NEW BRAUNFELS	Rafael Mogollan	San Antonio	TX	78201	2105213660	2105219199	sanantonio@frontieradjusters.com
DENISON/MCKINNEY	Donnie Wisenbaker	Sherman	TX	75091	8664853080	8662537999	sherman@frontieradjusters.com
SPRING	Frank Whitaker	Spring	TX	77382	8885157373	8885157374	spring@frontieradjusters.com
GREENVILLE/PARIS	Donnie Wisenbaker	Sulphur Springs	TX	75482	8664853080	8662537999	greenvilletx@frontieradjusters.com
TYLER	Victor Dewbery	Tyler	TX	75711	8885157373	8885157374	tyler@frontieradjusters.com
WACO	Victor Dewbery	Waco	TX	76702	8885157373	8885157374	waco@frontieradjusters.com
WICHITA FALLS	James O'Neill	Wichita Falls	TX	79701	4325508097	8665910432	wichita@frontieradjusters.com
CEDAR CITY	Gregg Riddle	Cedar City	UT	84720	4355867361	4355867075	cedarcity@frontieradjusters.com
LOGAN/BRIGHAM CITY	Alma Broadbent	Logan	UT	84323	8013949928	8013995250	logan@frontieradjusters.com
MOAB	Steve Klene	Moab	UT	84532	8002083595	9709452207	moab@frontieradjusters.com

Location	Owner Name	City	State	Zip	Phone	Fax	Email
MONROE	Gregg Riddle	Monroe	UT	84754	4355772401	4355867075	monroeut@frontieradjusters.com
OGDEN/LAYTON	Alma Broadbent	Odgen	UT	84401	8013949927	8013995250	odgen@frontieradjusters.com
PROVO/RICHFIELD	Michael Basham	Provo	UT	84601	8014652271	8014659826	provo@frontieradjusters.com
SALT LAKE CITY	Michael Basham	Salt Lake City	UT	84101	8012544200	8014017878	saltlake@frontieradjusters.com
SAINT GEORGE	Gregg Riddle	St. George	UT	84770	4356285209	4356284012	stgeorge@frontieradjusters.com
VERNAL	Steve Klene	Vernal	UT	84078	8002083595	9709452207	vernal@frontieradjusters.com
ARLINGTON/ALEXANDRIA	Amanda Fitch	Arlington	VA	22201	8888061624	8888061636	arlingtonva@frontieradjusters.com
BRISTOL	Lisa Wilder	Bristol	VA	24203	8778353609	8778353610	<u>bristolva@frontieradjusters.com</u>
FAIRFAX/MANASSAS	Robert Lewis	Fairfax	VA	22038	7036442828	7036442424	fairfax@frontieradjusters.com
FREDERICKSBURG	Sherman Moss	Fredericksburg	VA	22401	5405482770	5405484771	fredericksburgva@frontieradjusters.com
CHARLOTTESVILLE	Cheryle Hugo	Gloucester	VA	23061	8883409947	8883409912	charlottesville@frontieradjusters.com
HAMPTON/NEWPORT NEWS	Cheryle Hugo	Hampton	VA	23667	8883409947	8883409912	hampton@frontieradjusters.com
LYNCHBURG/LEXINGTON	Cheryle Hugo	Lynchburg	VA	24501	8883409947	8883409912	lynchburg@frontieradjusters.com
MARTINSVILLE/DANVILLE	Cheryle Hugo	Martinsville	VA	24115	8883409947	8883409912	martinsville@frontieradjusters.com
NORFOLK/VA BEACH	Amanda Fitch	Norfolk	VA	23501	8888061624	8888061636	norfolk@frontieradjusters.com
PORTSMOUTH/CHESAPEAKE	Cheryle Hugo	Portsmouth	VA	23704	8883409947	8883409912	chesapeake@frontieradjusters.com
RICHMOND	Sherman Moss	Richmond	VA	23220	8047306700	8044122950	richmond@frontieradjusters.com
ROANOKE	Amanda Fitch	Roanoke	VA	24001	8888061624	8888061636	roanoke@frontieradjusters.com
STAUNTON/HARRISONBURG	Cheryle Hugo	Staunton	VA	24401	8883409947	8883409912	staunton@frontieradjusters.com
WYTHEVILLE/GALAX	Cheryle Hugo	Wytheville	VA	24382	8883409947	8883409912	wytheville@frontieradjusters.com
SAINT JOHNSBURY	Lawrence Lombardi	St. Johnsbury	VT	05819	8027481303	8027481424	stjohnsbury@frontieradjusters.com
KENT/BELLEVUE	James Gomez	Bellevue	WA	98004	4253914951	4253690927	bellevue@frontieradjusters.com
BELLINGHAM	Eric & Justine Hieber	Bellingham	WA	98225	8664378543	8664378544	bellingham@frontieradjusters.com
BREMERTON	Kevin Krieg	Bremerton	WA	98311	8888156596	8668806617	bremerton@frontieradjusters.com
EVERETT	Eric & Justine Hieber	Everett	WA	98201	8664378543	8664378544	everett@frontieradjusters.com
KENNEWICK/WALLA WALLA	Norm Wall	Kennewick	WA	99338	4253304751	8887582027	kennewick@frontieradjusters.com
SEATTLE/LYNNWOOD	James Gomez	Lynnwood	WA	98111	4253914951	4253690927	lynnwood@frontieradjusters.com
MOSES LAKE	Duke Hart	Moses Lake	WA	98837	5097661007	5097658839	moseslake@frontieradjusters.com
OLYMPIA	Kevin Krieg	Olympia	WA	98504	8888156596	8668806617	olympia@frontieradjusters.com
PORT ANGELES/SEQUIM	Kevin Krieg	Port Angeles	WA	98362	8888156596	8668806617	portangeles@frontieradjusters.com
SEATTLE/SEATAC	Eric & Justine Hieber	Seattle	WA	98158	3608156398	8664378544	seattle@frontieradjusters.com
SEATTLE APPRAISAL SERVICES	Eric & Justine Hieber	Snohomish	WA	98296	4253379798	4257400298	snohomishapp@frontieradjusters.com
SPOKANE	Norm Wall	Spokane	WA	99201	4253304751	8887582027	spokane@frontieradjusters.com
TACOMA APPRAISAL SERVICES	Eric & Justine Hieber	Tacoma	WA	98296	4253379798	4257400298	tacomaapp@frontieradjusters.com

Location	Owner Name	City	State	Zip	Phone	Fax	Email
TACOMA/MT. RAINIER NAT'L PARK	James Gomez	Tacoma	WA	98402	4253914951	4253690927	tacoma@frontieradjusters.com
YAKIMA/WENATCHEE	Duke Hart	Wenatchee	WA	98807	5097661023	5097656142	wenatchee@frontieradjusters.com
BELOIT/JANESVILLE	Chris & Sherry Dymond	Beloit	WI	53511	8666348132	8668831227	beloit@frontieradjusters.com
EAU CLAIRE/SPOONER	Kevin Kolstad	Eau Claire	WI	54701	8668971876	8668992751	eauclaire@frontieradjusters.com
GREEN BAY/OSHKOSH	Kevin Kolstad	Green Bay	WI	54301	8668971876	8668992751	greenbay@frontieradjusters.com
LA CROSSE/TOMAH	Gale Lifka	La Crosse	WI	54602	6087828880	6087978686	lacrosse@frontieradjusters.com
MADISON	Chris & Sherry Dymond	Madison	WI	53744	8666348132	8668831227	madisonwi@frontieradjusters.com
MILWAUKEE/KENOSHA	Kevin Kolstad	Milwaukee	WI	53202	8668971876	8668992751	milwaukee@frontieradjusters.com
WAUSAU/STEVENS POINT	Kevin Kolstad	Wausau	WI	54403	8668971876	8668992751	wausau@frontieradjusters.com
WI DELLS/BARABOO	Chris & Sherry Dymond	WI Dells	WI	53965	8666348132	8668831227	WIdells@frontieradjusters.com
BECKLEY/OAK HILL	Frank Whitaker	Beckley	WV	25802	8772252460	8665522489	beckley@frontieradjusters.com
CHARLESTON	Frank Whitaker	Charleston	WV	25330	8772252460	8665522489	charlestonwv@frontieradjusters.com
CLARBURG/MORGANTOWN	Frank Whitaker	CIARburg	WV	26302	8772252460	8665522489	clARburg@frontieradjusters.com
HUNTINGTON	Frank Whitaker	Huntington	WV	25718	8772252460	8665522489	huntingtonwv@frontieradjusters.com
MARTINSBURG	Amanda Fitch	Martinsburg	WV	25401	8888061624	8888061636	martinsburg@frontieradjusters.com
PARKERSBURG	Frank Whitaker	Parkersburg	WV	26101	8772252460	8665522489	parkersburg@frontieradjusters.com
WHEELING	Frank Whitaker	Wheeling	WV	26003	8772252460		wheeling@frontieradjusters.com
CASPER	Kevin Kolstad	Casper	WY	82605	8668971876	8668992751	casper@frontieradjusters.com
CHEYENNE	David Rhoads	Cheyenne	WY	82003	3076343308	3076350938	cheyenne@frontieradjusters.com
EVANSTON	Alma Broadbent	Evanston	WY	82930	8013949928	8013995250	evanston@frontieradjusters.com
GILLETTE/SHERIDAN	Melissa Westman40	Gillette	WY	82716	3076825550	3076892836	gillette@frontieradjusters.com
JACKSON HOLE	Thomas Strickland	Jackson Hole	WY	83302	2087337747	8663442084	jacksonhole@frontieradjusters.com
THERMOPOLIS/ RIVERTON	Kevin Kolstad	Riverton	WY	82443	8668971876	8668992751	riverton@frontieradjusters.com

EXHIBIT F

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

STATE-SPECIFIC ADDENDA

EXHIBIT F

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

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

CALIFORNIA

FRONTIER ADJUSTERS, INC. ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

- 1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
- 2. Neither we, nor any person or franchise broker disclosed in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.
- 3. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
- 4. The Franchise Agreement provides for termination upon bankruptcy. As disclosed in the Disclosure Document, this provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SCC. 101 *et seq.*).
- 5. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.
- 6. The Franchise Agreement requires binding arbitration. The arbitration will occur in Cuyahoga County, Ohio, with each party's costs being borne by that party and the arbitrator's fees will be shared equally unless the arbitrator determines otherwise. This provision may not be enforceable under California law.
- 7. The Franchise Agreement requires application of the laws of the State of Ohio. This provision may not be enforceable under California law.
- 8. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
- 9. The URL of our website is www.frontieradjusters.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.
- 10. California franchisees shall not answer or complete the Franchisee Disclosure Questionnaire and Certification in Exhibit J to the Disclosure Document as attached.
- 11. Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.

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

HAWAII

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

- 1. The Franchise Agreement provides that the franchisor may choose not to renew the Franchise Agreement for any reason. This provision is prohibited by Hawaii law.
 - 2. No states have refused to register these franchises.
 - 3. No states have revoked or suspended the right to offer these franchises.
- 4. There are no states in which the proposed registration has been refused, revoked, suspended or withdrawn.

ACKNOWLEDGMENT:

	endum, if any, supersedes any inconsistent portion of, 20 and of the Franchise are then valid requirements of an applicable and ate law remains in effect.
DATED this day of _	
FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: Tony Scott Title: Vice President of Operations	By:NAME Title:

ILLINOIS

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

- 1. Any provision in the Franchise Agreement or Disclosure Document that designates jurisdiction, limitation on actions, or venue, with the exception of arbitration proceedings, in a forum outside the State of Illinois are amended to state that Illinois law governs claims arising under the Illinois Franchise Disclosure Act or the Franchise Agreement.
- 2. The following should be added to Provision F of Item 17 of the Disclosure Document: Illinois law may affect the conditions under which we may terminate the Franchise Agreement, 815 ILCS 705/19 and Rule 200.608.
- 3. Item 23 of the Disclosure Document is amended as follows: Section 5(2) of the Illinois Franchise Disclosure Act requires 14 calendar days' disclosure prior to the signing of a binding agreement or the payment of any fees to us. Item 23 of the Disclosure Document is amended accordingly, to the extent required by Illinois law.
- 4. Your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20. The conditions under which your franchise can be terminated may be affected by Illinois law, 815 ILCS 7051/19 and Rule 200.608.
- 5. This Agreement shall be interpreted under the laws of the State of Illinois except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.). Litigation governed by the Illinois Franchise Disclosure Act will take place in the State of Illinois. The Franchisee and the Franchisor have negotiated regarding a forum in which to resolve any disputes that may arise between them that does not involve the Illinois Franchise Disclosure Act and have agreed to select a forum in order to promote stability in their relationship.
- 6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[signatures on following page]

the Franchise Agreement da	only to the extent they	lendum, if any, supersedes any inconsistent portion of, 20 and of the Franchise are then valid requirements of an applicable and ate law remains in effect.
	,	
FRANCHISOR:		FRANCHISEE:
Frontier Adjusters, Inc.		Franchisee Entity
By:		By: NAME Title:

INDIANA

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

- 1. The Franchise Agreement permits the franchisor to fail to renew the franchise for any reason. In addition, the Franchise Agreement obligates the franchisee to arbitrate or litigate disputes outside of the State of Indiana. To the extent these provisions are inconsistent with Indiana law, the Franchise Agreement is amended to provide that Indiana law will govern.
- 2. For the purposes of complying with the provisions of Indiana Code 23-2-2.7-1(9), Section 6.2 of the Franchise Agreement is amended to limit the area of non-competition after the term to the area included in the Advertised Location.

ACKNOWL	EDGMENT:
	lendum, if any, supersedes any inconsistent portion of an applicable and ate law remains in effect.
DATED this day of _	
FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: Tony Scott Title: Vice President of Operations	By:

KANSAS

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

- 1. Section 19.4 of the Franchise Agreement states in the event litigation is instituted against us growing out and as the result of your activities and with respect to which no action or activity by us is involved, then you will indemnify, defend and hold us harmless for, from and against any costs we expend in the defense of such action.
- 2. Section 10.9 the Franchise Agreement requires that you name us as an additional named insured on certain insurance policies. This provision may not be enforceable in Kansas unless separately negotiated and reasonable. By signing this Addendum, you hereby agree that you separately considered and had an opportunity to consult legal counsel concerning this insurance clause, and that you consider it reasonable.

ACKNOWL	EDGMENT.
It is agreed that the applicable previous state law add the Franchise Agreement dated the day of Disclosure Document, but only to the extent they enforceable state law, and for only so long as such state.	, 20 and of the Franchise are then valid requirements of an applicable and
DATED this day of _	
FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: Tony Scott Title: Vice President of Operations	By:

MARYLAND

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

- 1. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. Item 17 of Franchise Disclosure Document and Recital F, Section 3.2, and Section 13.4 of the Franchise Agreement are amended accordingly.
- 2. Item 17 of the Franchise Disclosure Document and the Franchise Agreement are amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclose Law.
- 3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- 3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 4. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SCC. 101 *et seq.*).
 - 5. Sections 7.1, 7.2, 7.4, and 7.6 of the Franchise Agreement are deleted.

	endum, if any, supersedes any inconsistent portion of the Franchise are then valid requirements of an applicable and ate law remains in effect.
DATED this day of _	
FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: Tony Scott Title: Vice President of Operations	By:NAME Title:

MICHIGAN DISCLOSURE

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

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

- (a) A prohibition on your right to join an association of franchisees.
- (b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel that deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits us to terminate a franchise before the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.
- (d) A provision that permits us to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials that have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applied only if: (i) the term of the franchise is less than 5 years and (ii) you are prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area after the expiration of the franchise or you do not receive at least 6 months advance notice of our intent not to renew the franchise.
- (e) A provision that permits us to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision that permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet our then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of us or our subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

- (iv) You or your proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.
- (h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a franchise for the market or appraised value of the assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision that permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to:

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

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

MINNESOTA

FRONTIER ADJUSTERS, INC.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

- 1. Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- 2. The Disclosure Document and Franchise Agreement are amended to state that we will comply with Minnesota Statute 80C.14 subdivisions 3, 4, and 5, which require except in certain specific cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.
- 3. Pursuant to Minnesota Statute 80C.12 subdivisions 1(g), to the extent required by law, the Disclosure Document is amended to state that we will protect your right to use the trademark, service mark, trade name, logo or other commercial symbol or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of our trade name.
- 4. Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a termination agreement. The Disclosure Document and Franchise Agreement are modified accordingly, to the extent required by Minnesota law.
- 5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

the Franchise Agreement dated the day of	endum, if any, supersedes any inconsistent portion of, 20 and of the Franchise are then valid requirements of an applicable and ate law remains in effect.
DATED this day of _	
FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: Tony Scott Title: Vice President of Operations	By:NAME Title:

NEW YORK

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

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

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

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

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.
- 3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

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

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

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

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

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

- 6. Franchise Questionnaires and Acknowledgements No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- 7. Receipts Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

[signatures on following page]

the Franchise Agreement da	only to the extent they	lendum, if any, supersedes any inconsistent portion of, 20 and of the Franchise are then valid requirements of an applicable and ate law remains in effect.
	,	
FRANCHISOR:		FRANCHISEE:
Frontier Adjusters, Inc.		Franchisee Entity
By:		By: NAME Title:

NORTH DAKOTA

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

- 1. The Disclosure Document and Franchise Agreement are amended to state that in any arbitration involving a franchise purchased in North Dakota, the site of arbitration or mediation shall be agreeable to all parties and may not be remote from the franchisee's place of business.
- 2. Sections of the Disclosure Document and Franchise Agreement requiring you to consent to the jurisdiction of courts outside of North Dakota may not be enforceable under North Dakota law, and are amended accordingly to the minimum extent required by law.
- 3. Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that those covenants may be subject to the statute, have been determined to be unfair, unjust, or inequitable in North Dakota. Sections of the Disclosure Document and Franchise Agreement containing covenants restricting competition to which you must agree may not be enforceable under North Dakota law, and are amended accordingly to the minimum extent required by law.
- 4. Sections of the Disclosure Document and Franchise Agreement relating to choice of law and governing law may not be enforceable under North Dakota law, and are amended accordingly to the minimum extent required by law.
- 5. Sections of the Disclosure Document and Franchise Agreement requiring you to sign a general release upon renewal of the Franchise Agreement may not be enforceable North Dakota law, and are amended accordingly to the minimum extent required by law.
- 6. Section 23.4 of the Franchise Agreement is amended to delete the waiver of exemplary and punitive damages.
- 7. Sections of a Franchise Agreement that require a franchisee to consent to termination or liquidated damages have been determined to be unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The Disclosure Document and Franchise Agreement are amended accordingly to the minimum extent required by law.
- 8. The Disclosure Document and Franchise Agreement are amended to state that any limitations of claims must comply with Section 51-19-09 of the North Dakota Franchise Investment law.
- 9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[signatures on following page]

the Franchise Agreement da	only to the extent they	lendum, if any, supersedes any inconsistent portion of, 20 and of the Franchise are then valid requirements of an applicable and ate law remains in effect.
	,	
FRANCHISOR:		FRANCHISEE:
Frontier Adjusters, Inc.		Franchisee Entity
By:		By: NAME Title:

RHODE ISLAND

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

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A 1. provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." **ACKNOWLEDGMENT:** It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the ____ day of _____, 20__ and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect. FRANCHISOR: FRANCHISEE: Frontier Adjusters, Inc. Franchisee Entity By: ______Tony Scott By: _____ NAME Title: Title: Vice President of Operations

SOUTH DAKOTA

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

The Franchise Agreement states that it is to be governed under the laws of the State of 1. Ohio. The Franchise Agreement is amended to remove the provisions designating jurisdiction or venue with respect to these matters in Ohio. **ACKNOWLEDGMENT:** It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the ____ day of _____, 20__ and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect. DATED this day of , 20 . FRANCHISOR: FRANCHISEE: Frontier Adjusters, Inc. Franchisee Entity By: _____

NAME

Title:

By: _____ Tony Scott

Title: Vice President of Operations

VIRGINIA

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

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

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

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

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

	endum, if any, supersedes any inconsistent portion of, 20 and of the Franchise rare then valid requirements of an applicable and ate law remains in effect.
DATED this day of _	
FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: Tony Scott Title: Vice President of Operations	By: NAME Title:

WASHINGTON

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

- 1. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
- 2. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
- 3. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
- 4. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
- 5. Frontier Adjusters has entered into an Assurance of Discontinuance with Washington regarding no-poach provisions.
- 6. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
- 7. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.
- 8. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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

the Franchise Agreement dated the day of	dendum, if any, supersedes any inconsistent portion of, 20 and of the Franchise y are then valid requirements of an applicable and tate law remains in effect.
DATED this day of _	, 20
FRANCHISOR:	FRANCHISEE:
Frontier Adjusters, Inc.	Franchisee Entity
By: Tony Scott Title: Vice President of Operations	By:NAMETitle:

WISCONSIN

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

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

	day of e extent they	endum, if any, supersedes any inconsistent portion of, 20 and of the Franchise are then valid requirements of an applicable and ate law remains in effect.
DATED this	day of _	
FRANCHISOR:		FRANCHISEE:
Frontier Adjusters, Inc.		Franchisee Entity
By: Tony Scott Title: Vice President of Operation	.s	By: NAME Title:

EXHIBIT G

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE TERMINATION AGREEMENT

EXHIBIT G

FRANCHISE TERMINATION AGREEMENT

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

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

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

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

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

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

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

- 4. **Company Name** reaffirms all of its post-termination obligations and covenants described in the Franchise Agreement and any and all exhibits thereto.
- 5. Upon inquiry from third parties, Frontier shall inform such third parties that Company Name's Franchise relationship with Frontier has terminated.
- 6. **Company Name** does hereby discharge Frontier, its officers, directors, employees, agents and affiliates from any and all actions, causes of action, damages, judgments, debts, losses, contracts, claims and demands of whatsoever kind and nature, including without limitations, any and all claims which could be asserted under or with respect to the Franchise Agreement.
- 7. This Franchise Termination Agreement shall be binding upon and inure to the benefit of each of the parties hereto, including each of their respective successors, assigns, heirs, beneficiaries and personal representatives.
- 8. This Franchise Termination Agreement shall be construed and interpreted in accordance with the laws of the State of STATE and may be executed in mutual counterparts which, when taken together, shall consist of one and the same instrument executed as of the latest date of any such counterpart.

IN WITNESS W			Termination	-	is	entered	into	on	the
FRONTIER ADJUSTERS, INC. a Colorado corporation			Compa	ny Name					
By:			 						
Full Name: Tony Sc	ott		Full Na	me:					
Title: Vice President	t of Operation	ıs	Title						

EXHIBIT H

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

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

EXHIBIT H

Certain Former Franchisees as of June 30, 2023

The franchisees listed below had a Franchised Business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the 2023 fiscal year.

A number of these individuals remain franchisees with Frontier and are included below only because they ceased to do business at one or more of their multiple advertised locations.

Other franchisees listed below owned multiple locations that they either sold or the locations were terminated in conjunction with these individuals leaving Frontier's network.

Name	Location	State	Telephone
Pat Guinn	Florence/Muscle Shoals	AL	8889972431
Mark Russell	El Dorado	AR	8773761555
Mark Russell	Fayetteville	AR	8773761555
Mark Russell	Fort Smith	AR	8773761555
Mark Russell	Hot Springs/Arkadelphia	AR	8773761555
Mark Russell	Jonesboro	AR	8773761555
Mark Russell	Little Rock	AR	8773761555
Mark Russell	Mountain Home	AR	8773761555
Mark Russell	Pine Bluff	AR	8773761555
Mark Russell	Searcy/Cabot	AR	8773761555
Mark Russell	West Memphis	AR	8773761555
Mark Russell	Texarkana	AR/TX	8773761555
Mark Evers	Freemont/Oakland	CA	8002624067
Mark Evers	San Mateo/Redwood City	CA	8002624067
Mark Evers	Walnut Creek/Antioch	CA	8002624067
Mark & Joan Hopkins	Durango/Cortez	CO	8004078952
Kirk B. Davis	Waterbury/Danbury	CT	8664842791
Pat Guinn	Dalton/Ellijay	GA	8889972431
C. Lee Barker	Statesboro/Vidalia	GA	8006817530
Andrew Lopez	Burlington/Fort Madison	IA	8884396915
Nancy Lopez	Clinton/Maquoketa	IA	8884396915
Larry Leek	Des Moines	IA	5152806710
Andrew Lopez	Iowa City/Coralville	IA	8884396915
Andrew Lopez	Ottumwa	IA	8884396915
Mark & Joan Hopkins	Boise/Ontario	ID	8004078952
Kevin Kolstad	Champaign/Urbana	IL	8668971876
Kevin Kolstad	Chicago Cicero	IL	8668971876
Kevin Kolstad	Chicago Heights	IL	8668971876
Karen Sutliff & Clive Tricker	Chicago/Evanston	IL	8666348132
Kevin Kolstad	Chicago/Oaklawn	IL	8668971876
Andrew Lopez	Galesburg/Monmouth	IL	8884396915
James Spurlock	Marion/Carbondale	IL	8009938297
Andrew Lopez	Moline/Rock Island	IL	8884396915
James Spurlock	Mt. Vernon	IL	8009938297
Dave Freesmeyer	Quincy/Hannibal	IL	2172571905
Karen Sutliff & Clive Tricker	Rockford/Freeport	IL	8666348132

Name	Location	State	Telephone
Bill Carey	Evansville	IN	8778079905
Bill Carey	Kokomo/Logansport	IN	8778079905
Bill Carey	Lafayette/Crawfordsville	IN	8778079905
Bill Carey	Vincennes	IN	8778079905
James Spurlock	Paducah	KY	8009938297
Mark Russell	Shreveport	LA	8773761555
Justin Sr, Justin Jr, Robin	1		8009666009
Logan	Fitchburg/Leominster	MA	
Bruce Lorenzo	Monroe/Adrian	MI	3303546225
Kevin Kolstad	Duluth/Superior	MN/WI	8668971876
James Spurlock	Cape Girardeau	MO	8009938297
Ray Harris	Columbia	MO	2818319265
Ray Harris	Jefferson City/Lake of the Ozark	MO	2818319265
Dave Freesmeyer	Macon/Kirksville	MO	2172571905
Mike Crone	Saint Joseph	MO	8006956277
Mark Russell	Columbus/Starkville	MS	8773761555
Mark & Joan Hopkins	Greenville	MS	8004078952
Mark & Joan Hopkins	Greenwood/Grenada	MS	8004078952
Mark & Joan Hopkins	Gulfport/Biloxi	MS	8004078952
Mark & Joan Hopkins	Hattiesburg/Laurel	MS	8004078952
Mark & Joan Hopkins	Jackson Appraisal Service	MS	8004078952
Mark & Joan Hopkins	Jackson/Vicksburg	MS	8004078952
Mark & Joan Hopkins	Natchez/McComb	MS	8004078952
Mark Russell	Oxford	MS	8773761555
Mark & Joan Hopkins	Philadelphia/Merdian	MS	8004078952
Mark Russell	Southaven	MS	8773761555
Luke Crumbly	Tupelo/Oxford	MS	8773761555
Mark Russell	Tupelo/Oxford	MS	8773761555
Janine M. Remarque	Bennington/Keene	NH	8003503707
James D. Lewis	Atlantic City	NJ	6099539224
Kirk B. Davis	Belleville/Clifton	NJ	8664842791
Kirk B. Davis	Parsippany/Troy	NJ	8664842791
Duane Bender	Clovis/Hobbs	NM	5757422162
Martin Pueyo	Deming/Lordsburg	NM	8884864169
Duane Bender	Roswell/Carlsbad	NM	5757422162
Mark & Joan Hopkins	Carson City/Lake Tahoe	NV	8004078952
Mark & Joan Hopkins Mark & Joan Hopkins	Reno/Sparks	NV	8004078952
Janine M. Remarque	Albany/Hudson	NY	8003503707
Janine M. Remarque	Plattsburg/Lake Placid	NY	8003503707
Bruce Lorenzo	Akron	OH	3303546225
Dave Smith	Ashtabula/Conneaut	ОН	3303346223
Bruce Lorenzo	Canton/Massillion	OH	3303220183
		OH	
Dave Smith	Cleveland (West)	OH	3303220183
Bruce Lorenzo	Cleveland (West)		3303546225
Bruce Lorenzo	Lima Talada/Davilina Crass	OH	3303546225
Bruce Lorenzo	Toledo/Bowling Green	OH	3303546225
Dave Smith	Youngstown/Warren	OH	3303220183
Rick Bladorn	Astoria/Seaside	OR	8885466458
Mark & Joan Hopkins	Portland,OR/Vancouver	OR	8004078952
Mark & Joan Hopkins	Roseburg	OR	8004078952

Name	Location	State	Telephone
Mark & Joan Hopkins	Salem/Eugene	OR	8004078952
Mark & Joan Hopkins	Salem/Eugene Appraisal Service	OR	8004078952
Glenn Nagy	Altoona/Johnstown	PA	8778844976
Glenn Nagy	Butler/Kittanning	PA	8778844976
James D. Lewis	Camden/Philadelphia	PA	6099539224
Karen Sutliff & Clive Tricker	Philadelphia/Bensalem	PA	8666348132
James D. Lewis	Philadelphia/Upper Darby	PA	6099539224
Karen Sutliff & Clive Tricker	Scranton/Wilkes-Barre	PA	8666348132
Karen Sutliff & Clive Tricker	Shenandoah	PA	8666348132
Karen Sutliff & Clive Tricker	State College	PA	8666348132
Karen Sutliff & Clive Tricker	Williamsport	PA	8666348132
Justin Logan	Woonsocket	RI	8009666009
Craig Folnsbee	Georgetown/Litchfield	SC	8772350001
C. Lee Barker	Hardeeville/Ridgeland	SC	8006817530
Mark Russell	Memphis	TN	8773761555
Mike Cole	Alvin/Angleton	TX	2818319265
Fred Ogier	Arlington	TX	8002256033
Fred Ogier	Dallas/Ducanville Appraisal Service	TX	8002256033
Fred Ogier	Dallas/Grand Prairie	TX	8002256033
Fred Ogier	Dallas/Richardson	TX	8002256033
Mike Cole	Galveston/Baytown	TX	2818319265
Mike Cole	Houston	TX	2818319265
Mike Cole	Katy/Sugar Land	TX	2818319265
Rafael Mogollan	New Braunfels/Seguin	TX	2105213660
Rafael Mogollan	San Antonio Appraisal Services	TX	2105213660
John Barron	Victoria	TX	8778523855
Janine M. Remarque	Burlington/Rutland	VT	8003503707
Janine M. Remarque	Rutland	VT	8003503707
Duke Hart	Wenatchee	WA	5097661023
Karen Sutliff & Clive Tricker	Beloit/Janesville	WI	8666348132
Kevin Kolstad	Kenosha/Racine	WI	8668971876
Karen Sutliff & Clive Tricker	Madison	WI	8666348132
Karen Sutliff & Clive Tricker	Wisconsin Dells/Baraboo	WI	8666348132
Bruce Lorenzo	Wheeling	WV	3303546225

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

None

EXHIBIT I

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

WAIVER AND RELEASE OF CLAIMS

EXHIBIT I

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (the "Release") is made as of, 20 by, a(n) ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Frontier
an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Frontier Adjusters, Inc., a Colorado corporation ("Franchisor," and together with Releasor, the "Parties").
WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (the " <u>Agreement</u> ") pursuant to which Franchisee was granted the right to own and operate a " <i>insert franchise name</i> " Business;
WHEREAS, Franchisee has notified Franchisor of its desire to renew the Agreement and Franchisor has agreed to enter into a renewal franchise agreement; and
WHEREAS, as a condition to Franchisee's ability to enter into a renewal franchise agreement, Releasor has agreed to execute this Release upon the terms and conditions stated below.
NOW, THEREFORE , in consideration of Franchisor entering into a renewal franchise agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Releasor hereby agrees as follows:
Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.
Release. Releasor and its affiliates and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor and affiliates and its and their past and present officers, directors, agents, partners, shareholders, employees, and representatives (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever. Miscellaneous: a. This Release shall be construed and governed by the laws of the State of Ohio. b. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.
c. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees. d. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, renewals, franchisees, and assigns. No other party shall be a third-party beneficiary to this Release.

The Parties agree to do such further acts and things and to execute and Deliver

such additional agreements and instruments as any Party may reasonably require to consummate, evidence,

or confirm the Release contained herein in the matter contemplated hereby.

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

RELEASOR:	
FRANCHISEE	
	, a
By:	
Name:	
Its:	
FRANCHISEE'S OWNERS	
FRANCHISEE'S OWNERS	
Date	
	Signature
	Typed or Printed Name
	31
Date	
Date	Signature
	Ç
	Typed or Printed Name

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

EXHIBIT J

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

State Effective Dates

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

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

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	January 4, 2024
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.

EXHIBIT K

FRONTIER ADJUSTERS, INC.

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE DOCUMENT RECEIPTS

EXHIBIT K: RECEIPTS PLEASE KEEP THIS FOR YOUR RECORDS.

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Frontier Adjusters, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

If Frontier Adjusters, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit A.

FRANCHISE SELLERS:

Tony Scott – (440) 256-6989 6015 Resource Lane Lakewood Ranch, FL 34211

DATE OF ISSUANCE: March 20, 2024

Frontier Adjusters, Inc. authorizes the agents listed in <u>EXHIBIT A</u> to receive service of process for us. I have received a Franchise Disclosure document March 20, 2024. This Disclosure document included the following Exhibits:

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

Date Received:	
Prospective Franchisee/Applicant (please sign):	
Prospective Franchisee/Applicant (please print):	
Spouse of Prospective Franchisee/Applicant (please sign):	
Spouse of Prospective Franchisee/Applicant (please print): _	
Name of Business Entity:	

Version Date: March 20, 2024 4887-6118-0046.1

EXHIBIT K: RECEIPTS PLEASE RETURN THIS COPY TO US.

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Frontier Adjusters, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

If Frontier Adjusters, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit A.

FRANCHISE SELLERS: Tony Scott – (440) 256-6989 6015 Resource Lane Lakewood Ranch, FL 34211

DATE OF ISSUANCE: March 20, 2024

Frontier Adjusters, Inc. authorizes the agents listed in <u>EXHIBIT A</u> to receive service of process for us. I have received a Franchise Disclosure document dated March 20, 2024. This Disclosure document included the following Exhibits:

- A. LISTS OF STATE REGULATORY AUTHORITIES AND AGENTS FOR SERVICE OF PROCESS IN CERTAIN STATES
- B. FRANCHISE AGREEMENT WITH EXHIBITS
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- F. STATE-SPECIFIC ADDENDA
- G. TERMINATION AGREEMENT
- H. CERTAIN FORMER FRANCHISEES
- I. WAIVER AND RELEASE OF CLAIMS
- J. STATE EFFECTIVE DATES
- K. THIS RECEIPT

Date Received:	
Prospective Franchisee/Applicant (please sign):	
Prospective Franchisee/Applicant (please print):	
Spouse of Prospective Franchisee/Applicant (please sign): _	
Spouse of Prospective Franchisee/Applicant (please print): _	
Name of Business Entity:	

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

Version Date: March 20, 2024 4887-6118-0046.1