



EXPRESS SERVICES, INC.  
FRANCHISE DISCLOSURE DOCUMENT



MARCH 2024

# FRANCHISE DISCLOSURE DOCUMENT



EXPRESS SERVICES, INC.  
A Colorado Corporation  
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<http://www.expresspros.com>

The franchisee will operate an “Express Employment Professionals” business that may provide a variety of services, including temporary staffing temporary/contract staffing, and direct hire business (the “**Express Employment Professionals Business**”).

The total investment necessary to begin operation of an Express Employment Professionals Business Traditional Model ranges from \$132,000 to \$213,000 and Express Specialized Recruiting Group (“**SRG**”) Model ranges from \$191,000 to \$391,000. Each of these investment ranges includes \$40,000 that must be paid to Us as initial franchise fee unless an incentive described herein applies. The total investment necessary to begin the operation of an authorized branch office (“**Branch Office**”), if you meet our criteria, within your territory ranges from \$30,950 to \$61,850. This includes \$3,000 that must be paid to Us as the Branch Office Fee.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchising Department at 9701 Boardwalk Blvd., Oklahoma City, Oklahoma 73162 and (877) 652-6400.

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

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

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

Issuance Date: March 29, 2024

## 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
<b>How much can I earn?</b>	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 Exhibit G.
<b>How much will I need to invest?</b>	Items 5 and 6 lists 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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit I includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Express Employment Professionals business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be an Express Employment Professionals franchisee?</b>	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

### Some States Require Registration

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

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 risks be highlighted:

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

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

## Questionnaires and Acknowledgments

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, 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.

**EXPRESS SERVICES, INC.  
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**ITEM 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

**The Franchisor**

Express Services, Inc. (“**We**,” “**Us**,” or “**Our**”) is the franchisor. We are a Colorado corporation with Our principal place of business at 9701 Boardwalk Blvd., Oklahoma City, Oklahoma 73162. We conduct business under Our corporate name and the trade name “Express Employment Professionals.”

We incorporated as Express Temporary Help Service, Inc. on May 26, 1983, in the State of Colorado. On July 14, 1983, We changed Our name to Express Temporary Services, Inc., which later changed to Express Services, Inc. on February 4, 1985.

We have been offering Franchises since January 31, 1985. Other than the Franchises being offered in this Disclosure Document, We do not offer, and have not offered, franchises in this or any other line of business, and We have not been involved in other business activities. We operate businesses of the type being franchised.

**Our Parents, Predecessors and Affiliates**

We do not have any predecessors or parents.

Our affiliate, Alamo Franchise Services, LLC (“**Alamo**”), is a Delaware limited liability company located at 420 Throckmorton Street, Suite 200, Ft. Worth, Texas 76102. Alamo owns the Proprietary Marks (as defined below) and the goodwill associated with and symbolized by them. Through a license agreement with Alamo, We hold an exclusive license to use, and to sublicense others to use, the Proprietary Marks.

Our affiliate, Express Australia Holding Pty Ltd, is an Australian company with its principal place of business at Level 5, 50 York Street, Sydney, NSW, Australia. In July 2020, Express Australia Holding Pty Ltd acquired Frontline Recruitment Group Pty Ltd (“**Frontline**”) and Frontline Recruitment Group NZ Pty Ltd (“**Frontline NZ**”) with their principal places of business at Level 5, 50 York Street, Sydney, NSW, Australia. Frontline and Frontline NZ offer franchises in Australia and New Zealand, respectively, in the employment recruiting segment. Frontline and Frontline NZ have not conducted a business of the type that you will operate and began offering franchises in 1995 (Frontline) and 2004 (Frontline NZ). To date, 27 Frontline franchises and 6 Frontline NZ franchises are in operation.

Our affiliate, Express Employment Professionals AU PTY LTD (“**EEP AU**”), is an Australian company with its principal place of business at Level 5, 50 York Street, Sydney, NSW, Australia. EEP AU conducts businesses of the type that you will operate and offers franchises in Australia in the temporary staffing / on-hire labor segment. EEP AU began offering franchises on February 1, 2021. To date, there is 1 EEP AU franchise in operation.

Our affiliate, Express Employment Professionals NZ Limited (“**EEP NZ**”), is a New Zealand company with its principal place of business at Level 5, 50 York Street, Sydney, NSW, Australia and a registered address of BDO Auckland CBD, Level 4, Building A, BDO Centre, 4 Graham Street, Auckland CBD, Auckland, NZ 1010. EEP NZ has not conducted a business of the type that you will operate, and offers franchises in New Zealand in the temporary staffing / on-hire labor segment. EEP NZ began offering franchises on February 1, 2021. To date, there are no EEP NZ franchises in operation.

Our affiliate, Express Employment Professionals SA PTY LTD ("**EEP SA**"), is a South African company with its principal place of business at 3 Bauhinia Street, Oxford Office Park, Building 16, 1<sup>st</sup> Floor, Highveld Technopark, Centurion, Gauteng. EEP SA has not conducted a business of the type that you will operate, and began offering franchises in the staffing industry in 1998. To date, 23 EEP SA franchises are in operation.

Our affiliate, Express Services of Canada, Company ("**Express Canada**"), is a Nova Scotia company with its principal place of business at 3850 Steeles Avenue West, Woodbridge, Ontario, Canada. Express Canada provides the payrolling services for associates placed by Our Canadian franchisees. Express Canada does not conduct a business of the type that you will operate.

Our affiliate, United Express Equity Investments, LLC ("**UEEI**"), is a Delaware limited liability company with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma. UEEI was formed for the purpose of acquiring or investing in strategic technologies and partnerships. UEEI does not conduct a business of the type that you will operate.

We have affiliates providing various services and products to Our franchisees as follows:

- EMS, LLC d/b/a Express Managed Services is a Delaware limited liability company with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162. EMS was formed as a wholly owned subsidiary to conduct certain types of staffing business.
- ExtendHR, LLC is a Delaware limited liability company with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162. ExtendHR was formed as a wholly owned subsidiary to conduct certain types of long-term contingent staffing services.
- SRG Professionals, LLC ("**SRG Pros**"), is a Delaware limited liability company with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma. SRG Pros may provide the payrolling services for associates placed by Express Employment Professionals franchisees operating under the SRG model. SRG Pros does not conduct a business of the type that you will operate.
- Excelerant Development, LLC ("**Excelerant**"), is a Delaware limited liability company with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma. In December 2021 Excelerant acquired majority interest in Reflik, Inc. ("**Reflik**") a Delaware corporation with its principal place of business at 285 Davidson Avenue, Suite 403, Somerset, New Jersey. Reflik is a web-based SaaS talent acquisition and recruiting platform.
- Express Professionals Indemnity Company ("**EPIC**") is an Oklahoma corporation with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162. EPIC insures a portion of the workers' compensation obligations.
- Express Travel Services, Inc. is an Oklahoma corporation with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162, which provides travel services to Our franchisees.
- Expressions of Hope Foundation ("**EOH Foundation**"), is a 501(c)(3) entity with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma. The EOH Foundation provides relief to (1) employees of



Express Services, Inc., (2) employees of Express Services, Inc.'s subsidiaries and franchisees, and (3) franchisees of Express Services, Inc. who are determined to be in need by an independent selection committee.

- Express Clydesdales, LLC is an Oklahoma limited liability company with its principal place of business at P.O. Box 179, Piedmont, Oklahoma 73078. The Clydesdale horses of Express Clydesdales, LLC travel across the country and participate in public relations activities (e.g., parades) at the request of Our franchisees.

Except as described above, Our affiliates do not offer, and have not offered, franchises in any line of business, do not provide products or services to our franchisees and do not engage in other business activities.

### **The Franchise Offered**

We offer to enter into a franchise agreement (the "**Franchise Agreement**") with qualified entities or persons ("**You**" or "**Your**") that wish to establish and operate an Express Employment Professionals Business. In this Disclosure Document, "You" means the individual or legal entity with whom We enter into a Franchise Agreement. The term "You" also refers to the direct and indirect owners of a corporation, partnership, limited liability company, or limited liability partnership that signs a Franchise Agreement as the "franchisee." If the franchisee is a corporation, partnership, limited liability company, or limited liability partnership, We will require all owners, shareholders, partners, or members, who have a direct or indirect beneficial interest, to personally sign the guarantee provision in the Franchise Agreement guaranteeing the legal entity's obligation under the Franchise Agreement. Furthermore, during the term of the Franchise Agreement, and any renewal, We require the principal owner to maintain at least a 51% ownership interest.

Under the Franchise Agreement, We will grant You the right and license (the "**Franchise**" or "**Express Employment Professionals Business**") to use the name Express Employment Professionals and its variations that We approve in writing, and to use other associated names, trade names, trademarks, copyrights, insignia, and service marks as provided for in the Franchise Agreement, and attached to the Franchise Agreement as Exhibit A (the "**Proprietary Marks**"). The Franchise granted is only and exclusively for the operation of an Express Employment Professionals Business within a boundary line described in the Franchise Agreement (the "**Territory**"), and for a term of 5 years. You can only operate the Express Employment Professionals Business at and from the location identified in the Franchise Agreement. You may, however, during the term of the Franchise Agreement, open branch offices within the boundary line of Your Territory (each, a "**Branch Office**"). For each Branch Office, You must enter into a Branch Office Addendum, a form of which is attached to the Franchise Agreement as Exhibit D.

In addition, You may also set up recruiting stations ("**Recruiting Stations**") within the boundary line of Your Territory by signing a Recruiting Station Addendum, which is attached to the Franchise Agreement as Exhibit E. The Recruiting Stations are temporary in nature. They are set up to supplement Your Express Employment Professionals Business' recruiting efforts under circumstances such as special skill or worker shortage, special client demands or requirements, seasonal demand or other temporary conditions. You are not allowed to display any signage containing the Proprietary Marks at Your Recruiting Station without Our specific prior written approval.

There are two kinds of services offered by the Express Employment Professionals Businesses: temporary staffing services ("**Temporary Staffing**") and direct hire services ("**Direct Hire**"). Your Express Employment Professionals Business must offer Temporary Staffing services. The term "**Associates**" refer to the persons You send to the client's business from the Temporary Staffing portion of the Express Employment Professionals Business. You will have the option, with Our approval, to operate the Direct Hire portion of the Express Employment Professionals Business. Under the Franchise Agreement, You have the option to provide Temporary Staffing and Direct Hire for individuals who provide services in legal, finance, accounting, engineering, technology, marketing, and management professions and other professions that require advanced education, certification and/or training ("**SRG Services**"). These services must be operated through the Express Specialized Recruiting Group brand or other brand names that We designate. Unless we otherwise approve, in our discretion, You may exercise the option only if You have owned and operated Your Franchise a minimum of 12 months and by notifying Us in writing that You have exercised Your option to perform the SRG Services in Your Territory before Your 36th month of operating Your Franchise. This delay is to provide You time to fully understand and to have operational the non-Professional Service portions of Your Franchise before adding the SRG Services business.

As used in this Disclosure Document, a "**Traditional Model**" refers to an Express Employment Professionals Business that provides Temporary Staffing and/or Direct Hire services for non-professionals and may not offer SRG Services. An "**SRG Model**" refers to an Express Employment Professionals Business that offers SRG Services (i.e., Temporary Staffing and/or Direct Hire services for individuals who provide services in legal, finance, accounting, engineering, technology, marketing, and management professions and other professions that require advanced education, certification and/or training).

Express has designated some territories, and may designate additional territories, generally located in major metropolitan areas and comprised of higher levels of professional staffing business, as "**SRG Model Markets**". We require franchisees operating under the SRG Model to employ additional staff in compliance with Our minimum staffing requirements. Additionally, franchisees to whom We grant the right to provide SRG Services should generally anticipate higher operating costs, partially attributable to operating in a major metropolitan market.

You must operate the Express Employment Professionals Business in strict compliance with the system, procedures, methods, policies and requirements prescribed in The Manual (as defined below). We will make available to You one copy of The Manual.

#### New Franchise Incentive Program

We have established and are offering the New Franchisee Incentive Program to assist Our new franchisees with their initial expenses incurred as the franchisees begin operating an Express Employment Professionals Business. To participate in the New Franchise Incentive Program, the prospective franchisee must be a new franchisee and awarded a new Territory. The prospective franchisee must also meet other standards and qualifications that We may require. The prospective franchisee must sign the Franchise Agreement, as well as the New Franchise Incentive Program Addendum (a form of which is attached to this Disclosure Document as Exhibit B-6), with Us, and pay the full initial franchisee fee. We will refund up to \$40,000 of the initial franchise fee if they satisfy certain requirements that We may establish. Currently, the requirements include billing 16 or more clients in a single week or generating \$65,000 in Gross Margin in the first 26 weeks of the franchisee's operation of its Express Employment Professionals Business to earn \$20,000. In addition, by achieving both

of the requirements, We will refund the full \$40,000. Prospective franchisees who are purchasing an existing Express Employment Professionals territory (resale) and existing Express Employment Professionals franchisees and their affiliates that may enter into another franchise agreement (expansion) are not eligible to participate in the New Franchise Incentive Program. The New Franchise Incentive Program is subject to change in Our sole discretion.

#### BTO Program

We started offering the Bridge to Ownership ("**BTO**") program in 2003. The BTO program is designed to offer qualified staffing industry employees an opportunity to become Our franchisees either through the award of a new Territory or by purchasing an existing Territory (resale). To participate, the candidate must have a minimum of 5 years of experience in the staffing industry, or have been Our employee for at least 3 years. The candidate must also meet other standards and qualifications that We may require. The BTO candidate will sign a Franchise Agreement with Us, and a BTO Program Addendum (a form of which is attached to this Disclosure Document as Exhibit B-1). Once fees have been paid in full, We will enter into an agreement with the franchisee to provide financing. Loans will be made based on certain criteria as We may establish in our discretion. Please see Item 10 below for information regarding the loan terms under the BTO program.

#### Emerging Entrepreneur Program

We started offering the Emerging Entrepreneur ("**EE**") program in 2021. The program is designed to develop individuals who have a desire for business ownership but may lack the leadership experience or financial capabilities necessary. To participate, the individuals selected would take part in a 12-month leadership training program designed to empower, educate and provide on-the-job training. The candidate must meet standards and qualifications that We may require for both financing eligibility and award of a Franchise Agreement. After successful completion of the program, We may elect to provide financial assistance to qualified candidates by way of the BTO program for the candidate to pursue franchise ownership. The candidate, if approved, will sign the Franchise Agreement, as well as the BTO Program Addendum (a form of which is attached to this Disclosure Document as Exhibit B-1) if applicable. Loans will be made based on certain criteria as We may establish in our discretion. Please see Item 10 below for information regarding the loan terms under the BTO program.

#### Industry Pro Program

We started offering the Industry Pro Program ("**IPP**") in 2008. The IPP is designed to offer qualified staffing industry employees an opportunity to become Our franchisees. To participate, the candidate must have a minimum of 3 years of experience in the staffing industry or such other experience as We may approve, in Our discretion. The candidate must also meet other standards and qualifications that We may establish. The candidate will sign the Franchise Agreement, as well as the IPP Program Addendum (a form of which is attached to this Disclosure Document as Exhibit B-2), with Us, and pay the full initial franchise fee. Once they have completed their initial training course with Us, We will refund them one-half of the initial franchise fee that they have paid. We will refund the remaining one-half of the paid initial franchise fee if they satisfy certain requirements that We may establish. Currently, the requirements include billing 16 or more clients in a single week or generating \$65,000 in Gross Margin in the first 26 weeks of the franchisee's operation of its Express Employment Professionals Business.

### Conversion Program

We started offering the Conversion Program in 2008. The Conversion Program is designed to offer qualified independent staffing firms the opportunity to become Our franchisees. To participate, the candidate must be the owner/operator of an existing independent staffing firm and meet other standards and qualifications that We may establish. Once the candidate signs Our Franchise Agreement and the Conversion Addendum (a form of which is attached to this Disclosure Document as Exhibit B-3), We will, without any charge to You: (1) purchase and have installed a computer system for You, which meets Our standards and specifications as prescribed in the Franchise Agreement and described in Item 11 of this Disclosure Document (not to exceed \$20,000); and (2) purchase and have installed new signage for Your converted Express Employment Professionals Business (not to exceed \$5,000). We will also waive the initial franchise fee due under the Franchise Agreement. We have two tiers of this program. Tier I is designed for qualified independent staffing firms generating between \$250,000 and \$1,000,000 in Gross Margin annually. Tier II is designed for qualified independent staffing firms generating in excess of \$1,000,000 in Gross Margin annually.

**Tier I** - For the first 21 months following the conversion of Your business to Express Employment Professionals, Your portion of the Gross Margin to be paid to You will be as follows (rather than the standard 60%; see Item 6).

	Your Portion of Gross Margin
Months 1 - 9	90%
Months 10 - 15	80%
Months 16 - 21	70%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 9, 15 and 21.	

Your portion of the Gross Margin to be paid to You will immediately and automatically revert to the standard 60%, upon the earlier of: (a) the expiry of such 21-month period; or (b) Your failure to comply with the Franchise Agreement, for whatever reason. For the first 21 months following the conversion of Your business to Express Employment Professionals You will not be eligible for or any bonuses under Section 7.6(c) of the Franchise Agreement (an "**Annual Bonus**").

Your client accounts which are located outside of Your Territory ("**Outside Clients**") will be transferred to Our Existing Franchise as We may designate. For the first 21 months following the conversion of Your business to Express Employment Professionals, You will receive a monthly override from the Gross Margin of Outside Clients as follows:

	Your Portion of Gross Margin of Outside Clients
Months 1 – 9	30%
Months 10 – 15	20%
Months 16 – 21	10%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 9, 15 and 21.	

Outside Clients will be excluded from Your Gross Margin production for the purposes of computing Minimum Performance Standards (as defined in Item 12), Annual Bonus qualification, awards or any other incentives of any kind.

**Tier II** – Gross Margin generated by You for the preceding 12 months will be established as a baseline and eligible for an increased proration of Gross Margin paid to You. For the first 48 months following the conversion of Your business to Express Employment Professionals, Your portion of the Gross Margin to be paid to You will be as follows (rather than the standard 60%; see Item 6).

	Your Portion of Gross Margin that is less than or equal to the Baseline	Your Portion of Gross Margin that is greater than the Baseline
Months 1 – 12	95%	60%
Months 13 – 24	90%	60%
Months 25 – 36	80%	60%
Months 37 – 48	70%	60%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 12, 24, 36 and 48.		

Franchisee's portion of the Gross Margin will immediately and automatically revert to the standard 60%, upon the earlier of: (a) the expiry of such 48 month period; or (b) Franchisee's failure to comply with the Franchise Agreement, for whatever reason.

Your Outside Clients will be transferred to Our Existing Franchise as We may designate. For the first 48 months following the conversion of Your business to Express Employment Professionals, You will receive a monthly override from the Gross Margin of Outside Clients as follows:

	Your Portion of Gross Margin of Outside Clients
Months 1 – 12	35%
Months 13 – 24	30%
Months 25 – 36	20%
Months 37 – 48	10%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 12, 24, 36 and 48	

Outside Clients will be excluded from Your Gross Margin production for the purposes of computing Minimum Performance Standards, Annual Bonus qualification, awards or any

other incentives of any kind. For the first 48 following the conversion of Your business to Express Employment Professionals You will not be eligible for or any Annual Bonuses.

Additionally, We will extend to You a \$5,000 credit for use, at Our sole approval, for one of the following approved expenditures:

- Supplemental funds for signage
- Supplemental funds for computer systems
- Supplemental funds for furniture or office equipment upgrades

#### ExtendHR Program

The ExtendHR Program is designed to allow You to operate the ExtendHR Services within Your Territory by signing an Addendum to Franchise Agreement for ExtendHR Services (which is attached to this Disclosure Document as Exhibit B-7). The ExtendHR Program is limited to specific areas as We designate. Candidates must also meet other standards and qualifications that We require. The Gross Margin for ExtendHR Services will be calculated based on the fees paid by the Clients for the ExtendHR Services less any and all expenses incurred by Us or Our wholly owned subsidiary, ExtendHR LLC in providing the ExtendHR Services (e.g., third-party payroll processing fees, VMS Fees, etc.). Your portion of the Gross Margin for ExtendHR Services will be 60%.

#### Independent Payroll Program

We provide payroll services to our franchisees with respect to the Associates. If You wish, and we approve You, to opt out of the payroll services provided by Us (with respect to the Associates), You must sign the Independent Payroll Program Addendum (the "**Payroll Addendum**," a form of which is attached to this Disclosure Document as Exhibit B-4). In this Disclosure Document, those franchisees that have signed the Payroll Addendum are referred to as "**Opt-out Franchisees**." As an Opt-out Franchisee, You must employ a payroll processing company that We approve (the "**Payroll Company**") to process the payroll of Your Associates. Prior to the engagement of the Payroll Company, You must, upon our request, submit information about the Payroll Company's financial and operational capacity for review and approval by us. You or the Payroll Company must, upon our request, provide proof satisfactory to us that a reserve fund has been established in such amount, as determined by us, sufficient to cover Your estimated payroll expenses for the next three months on a rolling basis, with such bank and under such terms and conditions as approved by us.

#### **Industry-Specific Regulations**

Some states require the licensing and/or bonding of temporary staffing agencies, direct hire agencies, and the agencies' consultants. In addition, You must comply with all local, state, and federal laws that apply to Your operation of the Express Employment Professionals Business, including for example government regulations relating to EEOC, OSHA, discrimination, employment, and sexual harassment. You should consult with Your attorney concerning these and other local laws and ordinances that may affect the operation of Your Express Employment Professionals Business.

#### **Competition**

The employment service market is mature. The market for the temporary staffing services includes any employer who hires or could benefit from hiring temporary or seasonal

employees or contract employees to meet the changing technical needs of the business market. The market for direct hire services includes individuals looking for a job, and individuals who are presently employed but looking for a better job or for middle to upper management positions. You may have to compete with other businesses, including franchised operations, national chains and independently owned companies that provide all or part of the same services that We have to offer to Our clients. There are also local employment agencies that offer these services. In general, sales in the employment staffing service market are not seasonal.

Changes in local and national economic conditions may affect this industry and are generally difficult to predict. You will face other business risks that could have an adverse effect on Your Franchise, including pricing policies of competitors, changes to laws or regulations, changes in demand, new technologies and other competition from businesses that provide related services.

### **Agents for Service of Process**

Our agents for services of process are listed in Exhibit F.

## **ITEM 2**

### **BUSINESS EXPERIENCE**

Unless otherwise indicated, the location of the employer is Oklahoma City, Oklahoma.

#### **Director, Chairman of the Board and Chief Executive Officer: William H. Stoller**

Mr. Stoller became Our CEO on April 1, 2018. From May 2014 to April 1, 2018, Mr. Stoller served as Our President. From Our inception until April 1, 2018, Mr. Stoller served as Our Vice Chairman and Director. Mr. Stoller has also served as the President of The Stoller Group in Portland, Oregon since 1983.

#### **Director, Executive Chairman of the Board, and President: Robert A. Funk**

Mr. Funk became Our President on April 1, 2018. From Our inception until April 1, 2018, Mr. Funk served as Our CEO and Director. Mr. Funk has also served as the President and Director of Oklahoma Temporary Service, Inc. in Oklahoma City, Oklahoma since 1983.

#### **Director and Executive Vice President of Corporate Development and Global Growth: Robert A. Funk, Jr.**

Mr. Funk, Jr. was named Our Executive Vice President of Corporate Development and Global Growth in March 2024. He was appointed as a Director on Our Board in May 2014. From January 2021 to March 2024 he was Our Senior Vice President of Corporate Development and Strategic Planning in January 2021. From February 2019 to January 2021 he was Our Vice President of Corporate Development.

#### **Director: Gregory G. Wedel**

Mr. Wedel was appointed as a Director on Our Board in September 2017. He has been the Managing Partner of Wedel Rahill & Associates CPA's, PLC in Oklahoma City, Oklahoma since 1984.

**Director:** **Margaret S. Salyer**

Ms. Salyer was appointed as a Director on Our Board in February 2022. She was the President and CEO of Accel Financial Staffing in Oklahoma City, Oklahoma from July 1995 to September 2020 and was a member of the Oklahoma City, Oklahoma City Council from 2008 to 2019. Ms. Salyer is a principal of Broadway Realty, a real estate company investing in, and repurposing, historic properties in Oklahoma City, Oklahoma.

**Chief Operating Officer and Executive Vice President Corporate Development:** **D. Keith McFall**

Mr. McFall became our Chief Operating Officer and Executive Vice President Corporate Development in December 2020. He served as Our Secretary from May 2014 to January 2022. Mr. McFall was Our General Counsel from January 1, 2013 to January 2022. From May 2014 to December 2020 he was Our Executive Vice President.

**Chief Financial Officer, Executive Vice President:** **Pat Jones**

Mr. Jones became Our Chief Financial Officer and Executive Vice President on September 1, 2022. Prior to joining Us, Mr. Jones was the Chief Financial Officer and Executive Vice President for Petra Industries in Edmond, Oklahoma from July 1, 2006 to August 31, 2022.

**Executive Vice President of Legal and Compliance, General Counsel, and Secretary:** **Russell C. Lissuzzo, II**

Mr. Lissuzzo became Our Executive Vice President of Legal and Compliance, General Counsel and Secretary in January 2022. From January 2021 to January 2022, Mr. Lissuzzo was Our Senior Vice President of Legal and Assistant General Counsel. From April 2018 to January 2021, he was Our Vice President of Legal and Assistant General Counsel. He joined Us in June 2013 as Our Assistant General Counsel.

**Chief Information Officer and Executive Vice President of Information Technology Services:** **Linda Marie Arredondo**

Ms. Arredondo became Our Chief Information Officer and Executive Vice President of Information Technology Services in January 2022. Ms. Arredondo joined Us in February 2020 as our Chief Information Officer and Senior Vice President. Prior to joining Express, Ms. Arredondo was the Director of Research, Executive Advisor, CIO Practice for Info-Tech Research Group in Las Vegas, Nevada from November 2018 to February 2020. From January 2015 to November 2018, she was the Director of Information Technology for Citizen Potawatomi Nation in Shawnee, Oklahoma.

**Senior Vice President of Franchise Support:** **Terri Weldon**

Ms. Weldon became Our Senior Vice President of Franchise Support in February 2003.

**Vice President of Accounting and Controller:** **Jordan Mayes**

Mr. Mayes became our Vice President of Accounting and Controller in January 2023. He joined Us on February 28, 2022 as Vice President and Assistant Controller. Prior to joining Us, Mr. Mayes was the Vice President and Controller for First Fidelity Bank in Oklahoma City, Oklahoma from July 2019 to February 2022. From July 2014 to July 2019 he worked in the assurance practice for BKD, LLP in Oklahoma City, Oklahoma.



**Vice President of Legal and Assistant General Counsel: Jared Mashaney**

Mr. Mashaney became Our Vice President of Legal and Assistant General Counsel in January 2024. From July 2022 to January 2024, he was Our Vice President of Contracts and Governance and Assistant General Counsel. From September 2019 to July 2022, Mr. Mashaney was Our Senior Counsel and Director of Contracts and Franchising. From April 2016 to September 2019, he was Senior Counsel for Love's Travel Stops & Country Stores, Inc in Oklahoma City, Oklahoma.

**Vice President of Strategic Sales and Account Development: Karen S. Billen**

Ms. Billen joined Us as Our Vice President of Strategic Sales and Account Development in December 2018. From April 2017 to December 2018, Ms. Billen served as Vice President of Oklahoma Temporary Services, a franchisee of Ours, in Oklahoma City, Oklahoma.

**Senior Vice President of Specialized Recruiting: Jacob D. Domer**

Mr. Domer joined Us as Our Senior Vice President Specialized Recruiting in February 2022. He has been a franchisee of Ours since 2009 with an office located in Bellevue, Washington.

**Vice President of SRG Franchise Operations: John Thomas, CSP, CSC, CTS**

Mr. Thomas became Our Vice President SRG Franchise Operations in May 2022. From July 2010 to May 2022, he was Our Professional Staffing Field Consultant & National Recruiting Center Manager.

**Vice President of SRG Strategy & Development: John Sullivan**

Mr. Sullivan became Our Vice President of SRG Strategy & Development in May 2022. From November 2021 to May 2022, Mr. Sullivan was Our SRG Professional Developer. Prior to joining Us in November 2021, Mr. Sullivan was the Talent Acquisition Lead for The Standard in Portland, Oregon from August 2018 to November 2021.

**Senior Vice President of Global Franchising: Vinny Provenzano, CFE**

Mr. Provenzano became our Senior Vice President of Global Franchising in October 2023. From August 2019 to October 2023, Mr. Provenzano was Our Vice President of Franchising. From April 2019 to August 2019, he was our Director of Franchising. Mr. Provenzano joined Us in January 2018 as Our Franchising Executive.

**Manager of Franchise Administration and Compliance: Angie S. Long**

Ms. Long re-joined Us in July, 2023 as the Manager of Franchise Administration and Compliance. From September 2022 to July 2023 Ms. Long was a Litigation Paralegal for Hall Estill Hardwick Gable Golden & Nelson PC in Oklahoma City, Oklahoma. From November 2019 to August 2022 she was Our Legal Support & Litigation Specialist. Prior to joining Us, Ms. Long was a Senior Paralegal & Litigation Support Specialist for McAfee & Taft in Oklahoma City, Oklahoma.

**Senior Director of International Franchising: Brook P. Wise, CFE**

Mr. Wise became our Senior Director of International Franchising in January 2023. He joined Us in June of 2011 as Director of Franchising.

**Senior Director of Franchising: Daniel Gunderson, CFE**

Mr. Gunderson became our Senior Director of Franchising in January 2023. He joined Us in July of 2009 as Franchising Executive.

**Senior Director of Franchising: Bill Thompson, CFE**

Mr. Thompson became Our Senior Director of Franchising in January 2023. From July 2017 to December 2022, he was Our Senior Franchising Executive.

**Managing Director of Franchising: Melissa Davis, CFE**

Ms. Davis became Our Managing Director of Franchising in January 2023. She joined Us in June 2019 as Franchising Executive. Prior to joining Us, Ms. Davis was the Franchise Sales Manager for Sonic Drive-In from August 2018 to June 2019.

**Associate Franchising Director: Emelio Daugherty**

Mr. Daugherty joined Us on August 22, 2022 as Our Associate Franchising Director. Prior to joining Us, Mr. Daugherty was the Director of Training & Development for Old School Bagel Café in Oklahoma City, Oklahoma from October 2021 to August 2022. From May 2021 to October 2021, he was the Manager of New Restaurant Openings for Slim Chickens in Tulsa, Oklahoma. From July 2020 to May 2021, Mr. Daugherty was the Program Specialist for the City of Oklahoma City in Oklahoma City, Oklahoma. From February 2018 to July 2020, he was the Manager of Training & Operations for Orange Leaf Frozen Yogurt in Oklahoma City, Oklahoma.

**Senior Vice President of Sales Support: Dina Overholt**

Ms. Overholt became Our Senior Vice President of Sales Support in March 2020. From May 2011 to March 2020, she was Our Vice President for the West Zone and has been a franchisee of Ours in Fort Collins, Colorado since June 2020.

**Senior Vice President of Zone Sales: Dan Healy, CFE**

Mr. Healy became our Senior Vice President Zone Sales on October 22, 2018. Mr. Healy was Our Vice President for the Central Zone from February 2011 to October 2018.

**Vice President Central Zone: Glenn M. Starfield**

Mr. Starfield became our Vice President for the Central Zone on January 1, 2019. From January 2014 until January 1, 2019, Mr. Starfield was Our Franchise Developer and has been a franchisee of Ours in Lakeville, Minnesota since November 2004.

**Vice President East Central Zone: Stephen F. Lansing**

Mr. Lansing became Our Vice President for the East Central Zone on January 1, 2020. Mr. Lansing joined Us in July 2017 as a Corporate Developer.

**Vice President South Zone: Celia Smith**

Ms. Smith became Our Vice President for the South Zone in May 2019. She has been a franchisee of Ours since November 1993, with multiple locations in Tennessee and Georgia.

**Vice President Northeast Zone: Amy J. Zukauckas**

Ms. Zukauckas became Our Vice President for the Northeast Zone in January 2019. She joined Us in July 2013 as a Corporate Developer.

**Vice President West Zone: Dawn M. Colston**

Ms. Colston became Our Vice President for the West Zone in April 2020. She joined Us in April 2015 as a Franchise Developer. Ms. Colston has been a franchisee of Ours since May 2013 with three offices in the Seattle, Washington area.

### **ITEM 3** **LITIGATION**

#### **Actions Involving the Franchise Relationship**

None.

#### **Prior Actions**

Express Services, Inc. v. Don G. King, et al. (United States District Court for the Western District of Oklahoma, Case No. CIV-15-1181-R).

On October 19, 2015, We commenced a declaratory judgment action in the United States District Court for the Western District of Oklahoma against Southern Staffing, Inc., a franchisee of Ours, and Don G. King and Emily D. S. King, the owners of Southern Staffing, Inc. We subsequently added an additional defendant, Impact Outsourcing Solutions, Inc., which is owned by Don G. King. We alleged generally that Don G. King, in violation of the Franchise Agreement and Developer Agreement, had improperly formed a competing business, was using unauthorized software at his Franchise, had improperly and directly solicited Our clients and employee associates to change employment (using confidential information obtained as Our franchisee and as Our developer), and used Our name, trademarks, and service marks to falsely endorse and promote the competing business and to falsely pass off the competing business as a collaboration and partnership with Us.

The defendants also alleged several affirmative defenses and counterclaims against Us, asserting that We breached the Franchise Agreement by allegedly failing to permit the defendants to attend meetings and training programs, allegedly failing to enforce Our agreements with our franchisees, allegedly requiring the defendants to purchase goods and services from sources designated by Us, and allegedly failing to offer requisite guidance and assistance. The defendants also alleged that We breached the Developer Agreement when We ceased making payments totaling \$288,000 due to Mr. King's breaches of the Franchise Agreement and Developer Agreement.

On February 23, 2017, the Court allowed Impact Workforce Technologies to intervene in the lawsuit. Impact Workforce Technologies generally alleged that We tortiously interfered with its potential contract to sell a computer software program to The Stoller Group which is owned by William H. Stoller, a shareholder of Ours.

The parties entered into a Settlement Agreement, dated as of June 7, 2018 (**the "King Settlement Agreement"**), to settle and resolve this action and the three actions discussed below. Under the King Settlement Agreement, (1) We obtained and filed a judgment against Don and Emily King, Southern Staffing, Inc., Impact Outsourcing Solutions, Inc. and the other related entities and their affiliates (**the "King Parties"**) for approximately \$9 million, but agreed not to enforce and execute upon the judgment as long as the King Parties do not breach the King Settlement Agreement, (2) all agreements between Us and the King Parties were terminated, (3) King's franchise offices were closed and transferred to Us, (4) We leased or subleased from King the former franchise offices and the related furniture, fixtures and equipment for approximately \$800,000, and (5) King agreed to certain non-competition and non-solicitation covenants.

Express Franchise Services, L.P. v. Impact Outsourcing Solutions, Inc., et al. (United States District Court for the Northern District of Georgia, Case No. 3:16-cv-147-TCB).

On September 19, 2016, We commenced an action in the United States District Court for the Northern District of Georgia against Impact Outsourcing Solutions, Inc. and eleven limited liability companies named Impact Outsourcing Solutions I-XI (collectively with Impact Outsourcing Solutions, Inc., "**IOS**"). Don G. King, the owner of Southern Staffing, Inc., a franchisee of Ours, also owns IOS. We alleged generally service mark infringement, false designation of origin, unfair competition, and unfair and deceptive trade practices related to the defendants' use of Our marks in connection with their Impact Outsourcing Solutions staffing, recruiting, and human resource services business. As discussed above, we resolved and settled this matter as provided in the King Settlement Agreement.

Express Services, Inc. d/b/a Express Employment Professionals v. Impact Outsourcing Solutions, Inc. (Superior Court of Spalding County, State of Georgia, Case No. 17V-0703).

On July 17, 2017, We filed a lawsuit against Impact Outsourcing Solutions, Inc. ("**Impact**"), in the Superior Court of Spalding County, State of Georgia. We alleged generally that Don G. King, through his company Impact, had systematically solicited Our clients, Associates, and employees to move to Impact. We alleged generally claims for tortious interference with contractual relations, tortious interference with business relations, and temporary and permanent injunctive relief. Impact filed an Answer denying all of Our allegations and asserted counterclaims for setoff and unjust enrichment claiming that We benefited from Impact's promotions. As discussed above, we resolved and settled this matter as provided in the King Settlement Agreement.

Don G. King, Emily D.S. King, and Southern Staffing, Inc. v. Express Services, Inc. d/b/a Express Employment Professionals (United States District Court for the Western District of Oklahoma, Case No. CIV-17-833-M).

On August 3, 2017, Mr. King, Mrs. King and Southern Staffing, Inc. filed a lawsuit against Us in the United States District Court for the Western District of Oklahoma. Plaintiffs alleged they received a bona fide offer to sell their franchise from a former employee and that We wrongfully refused to recognize the offer as a bona fide offer. As discussed above, we resolved and settled this matter as provided in the King Settlement Agreement.

SYDLYNN Professional SVCS, Inc. v. Express Services, Inc. (United States District Court for the Western District of Oklahoma, Case No. CIV-20-774-C).

On August 5, 2020, Sydlynn Professional Services, Inc. ("**Sydlynn**"), one of our franchisees, filed a civil complaint for damages in Oklahoma City, OK asserting claims for fraud, misrepresentation, and breach of the franchise agreement against Us. Sydlynn alleges that We misrepresented the quality and characteristics of the territory purchased, that We suppressed facts regarding the characteristics of the territory purchased, that We concealed material information about the territory purchased, and that we breached the franchise agreement by failing to provide a qualified corporate representative to assist the franchisee.

The parties entered into a Settlement Agreement, dated as of July 6, 2021 (**the Sydlynn Settlement Agreement**), to settle and resolve this action. Under the Sydlynn Settlement Agreement, (1) We specifically denied any fraud, misrepresentation, or breach of the franchise agreement, (2) all agreements between Us and the Sydlynn parties were terminated, (3) Sydlynn's franchise office was closed, and (4) Sydlynn agreed to certain non-competition and non-solicitation covenants. The terms of the Sydlynn Settlement Agreement resulted in a non-material, non-recurring charge to Our income for 2021.

Express Services, Inc. v. William H. Stoller, et al. (Oklahoma County District Court, Case No. CJ-2012-2977).

On May 16, 2012, We commenced this action against William Stoller, individually and in his capacity as trustee of the William H. Stoller Trust, FS2 Group, L.L.C., HS2 Group, L.L.C., DS2 Group, L.L.C. and The Stoller Group, Inc. We sought a declaratory judgment with respect to (a) Mr. Stoller's rights and Our rights under certain agreements between Us and Mr. Stoller, (b) whether franchises owned by Mr. Stoller have been validly terminated, and (c) whether We may sell franchises in territories where Mr. Stoller claims an exclusive right to sell franchises. We also asserted a number of claims for damages, including claims for breach of contract, tortious breach of contract, tortious interference with prospective business relationships, and unjust enrichment based upon alleged actions by the defendants. We also alleged that Mr. Stoller, as guarantor of the Franchisee Defendants' obligations under their respective franchise agreements, is obligated to Us for all damages resulting from the breaches of the defendants' franchise agreements. The defendants took a number of procedural actions and filed a number of motions, including a motion to dismiss the case and a motion to stay the proceedings. The court denied those motions, but determined that Robert A. Funk is a necessary party to the proceeding.

On May 19, 2014, We entered into a Confidential General Release and Settlement Agreement (the "**Settlement Agreement**") with William H. Stoller, Robert A. Funk, Robert E. Fellingner, and Jeri B. Craig. Under the Settlement Agreement, the parties agreed to settle and dismiss all three actions disclosed above.

Under the Settlement Agreement, Mr. Funk will remain Our CEO and Chairman of the Board through the April 1, 2018. Mr. Stoller will continue as Vice Chairman of the Board and became Our President and Chairman of the Executive Committee. On April 1, 2018, Mr. Stoller will assume the role of CEO and Chairman of the Board and Mr. Funk will become President, Chairman of the Executive Committee and Vice Chairman of the Board.

Also, W. Anthony Bostwick, D. Keith McFall, Corban T. Benton and Elaine Brink (each of whom was named Executive Vice President) joined Mr. Funk and Mr. Stoller as members of the Executive Committee. Additionally, at the time, Our Board of Directors was to consist of four members including Robert A. Funk, William H. Stoller, Robert A. Funk, Jr., and Jeffrey B. Baker.

In connection with the Settlement Agreement, We purchased the UU Bar Ranch in Colfax and Mora counties, New Mexico, from Robert A. Funk and assumed all outstanding debt obligations on the UU Bar Ranch, for a purchase price of approximately \$50,000,000. As consideration, We agreed to restructure debts owed and outstanding to Us by Mr. Funk.

The terms of the Settlement Agreement resulted in a material, non-recurring charge to Our income for 2014.

Michael Stoddart v. Express Services, Inc., Phillips & Associates, Inc. and Western Wine Services, Inc. (United States District Court for the Eastern District of California, Case No. 2:12-cv-01054-KJM-CKD)

On March 13, 2012, Michael Stoddart (an Associate of Ours) commenced this putative class action against Us, Phillips & Associates, Inc. (Our franchisee), and Western Wine (Our franchisee's client), in the California Superior Court for Solano County. On April 20, 2012,

defendants removed the complaint to the U.S. District Court for the Eastern District of California. The plaintiff asserted claims against all three defendants including: (1) failure to provide off-duty meal periods, (2) failure to pay final wages due upon termination, (3) failure to provide accurate wage statements; (4) failure to maintain accurate records, (5) unlawful, unfair, and fraudulent business practices under Business and Professions Code section 17200, and (6) penalties under the Private Attorneys General Act of 2004 ("**PAGA**"). Plaintiff asserts that the proposed class period spans from March 13, 2008 to the present and the PAGA period spans from February 8, 2011 to the present. Plaintiff alleges a putative class that consists of over 80,000 current and former Associates that performed work on behalf of the clients of Our franchisees during the putative class period.

In September 2014, without admitting liability of any nature, We began a process of offering modest individual settlements to all current and former Associates of Ours who worked assignments with Western Wine during the putative class period. To date, approximately 310 of approximately 650 current and former Associates have accepted the settlement offer and released all claims asserted in the complaint.

The parties mediated the claims and reached an agreement to release all proposed class claims. On March 9, 2018, plaintiff filed a motion for preliminary approval of the class action settlement. Then on February 1, 2019, the Court denied the motion but plaintiff has stated he will file a renewed motion for approval of the settlement.

Plaintiff filed A Renewed Motion For Preliminary Approval of the class action settlement on December 19, 2019 to address the Court's requested changes. The Renewed Motion was heard on February 7, 2020. The Court requested that Plaintiff file supplemental briefing on the issue of commonality and would issue a decision sometime after the briefing was filed. The Court granted preliminary approval on December 4, 2020. Plaintiff's Motion for Final Approval of Class Action Settlement was granted on December 3, 2021. The settlement has been funded and the matter is now resolved.

Robert A. Funk v. Express Services, Inc. and William H. Stoller (Judicial Arbitration and Mediation Services in Denver Colorado, Case No. 23575)

On December 21, 2018, Mr. Funk, one of Our two founding shareholders, filed an arbitration proceeding with the Judicial Arbitration and Mediation Services (JAMS) in Denver, Colorado, asserting claims for breach of contract against Us and Mr. Stoller, the other of Our two founding shareholders. Mr. Funk contended that We breached the May 19, 2014 Amended and Restated Shareholders' Agreement among Mr. Funk, Mr. Stoller and Us as a result of Our practices of calculating quarterly and year-end tax distributions payable to the founding shareholders. Mr. Funk alleged that the Shareholders' Agreement required that We not take into account, in calculating tax distributions, certain deductions to and credits against taxable income. According to Mr. Funk, Our practices resulted in a significant undercalculation and underpayment of tax distributions due to both him and Mr. Stoller. We and Mr. Stoller denied Mr. Funk's claims.

Mr. Funk claimed that he was owed approximately \$41 million in past tax distributions plus accrued interest thereon.

On December 27, 2020, We entered into a 2020 Confidential General Release and Settlement Agreement (the "**2020 Settlement Agreement**") with William H. Stoller, the William H. Stoller Trust, the William H. Stoller Dynasty Trust, Robert A. Funk, the Funk ESI Stock Trust, and the Robert A. Funk Trust. Under the 2020 Settlement Agreement, the parties agreed to settle and dismiss both actions disclosed above.

The terms of the 2020 Settlement Agreement resulted in a material, non-recurring distribution to Mr. Stoller and Mr. Funk, an adjustment to the method of calculation and payment of specific tax distributions to Mr. Stoller and Mr. Funk going forward, and a one-time payment of previously agreed upon deferred compensation to Mr. Stoller.

**Currently Effective Injunctive or Restrictive Orders**

None.

Other than the above actions and settlement, no litigation is required to be disclosed in this Item.

**ITEM 4  
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5  
INITIAL FEES**

**Initial Franchise Fee**

The initial franchise fee is \$40,000, paid in lump sum when You sign the Franchise Agreement. Subject to the following discounts, the franchise fee is uniformly charged to Franchise owners. We are a member of the International Franchise Association and participate in the IFA's VetFran Program, and We offer qualified veterans a 50% reduction in Our initial franchise fee. Successful graduates of the EE Program are eligible for a 50% reduction in Our initial franchise fee.

If the principal owner (51% or more) of a Franchise enters into another Franchise for a different location as the principal owner, We will also reduce the initial franchise fees as follows:

Second Agreement	25%
Third Agreement	35%
All Additional Agreements	50%

Subject to the discounts noted above, the franchise fee is uniformly charged to Franchise owners.

Your initial franchise fee is used to defray Our costs of obtaining and screening You, training programs, legal expenses, development and distribution of suggested interior design and layout specifications, and other support services. When the Franchise Agreement is signed, the initial franchise fee is deemed fully earned for Our expenses in furnishing assistance and services to You, and for Our lost or deferred opportunity to license others. The initial franchise fee is not refundable, except (1) for new franchisees awarded new Territories under the New Franchisee Incentive Program, \$25,000 of the initial franchise fee is refundable; and (2) for qualified staffing industry employees that participate in the IPP, half of the initial franchise fee is refundable upon completion of initial training and the remaining half is refundable upon the satisfaction of certain requirements established by Us from time

to time. Currently, the requirements include billing 16 or more clients in a single week or generating \$65,000 in Gross Margin in the first 26 weeks of the franchisee’s operation of its Express Employment Professionals Business.

We may periodically offer other development incentives to certain franchisees. These incentives may include reduced or waived franchise fees, royalty fees and/or advertising fees. These incentives may be offered to certain franchisees in good standing based on market needs, development impact or other reasons. We currently offer the following incentives:

- New Franchisee Incentive Program
- Industry Pro Program
- Conversion Program
- Emerging Entrepreneur Program
- Vet-Fran Program Discount
- Multiple Franchise Discount

**Purchase of the Computer System**

We may determine, in our sole discretion, that you must purchase all components of the Computer System (as defined in Item 11) through Us. We may specify or require that certain brands, types, makes, and/or models of communications systems, computer systems, and hardware to be used by, between, or among our franchisees. As of the date of this disclosure document, the Computer System ranges between \$7,000 and \$10,000 for the Traditional Model; between \$8,000 and \$12,000 for the Single SRG Model; and between \$1,500 and \$4,000 for a Branch Office. In addition, You are required to pay Us a monthly maintenance charge, which currently is \$385 per month for the Monthly Communications Fee and an additional monthly cloud computing fee, which is currently \$210 per month. The cost of the Computer System is non-refundable. The fees and costs are uniformly applied to new franchisees.

**ITEM 6**  
**OTHER FEES**

(Please review this table in conjunction with the notes that follow.)

Type of Fee (Note 1)	Amount	Due Date	Remarks
<b><i>The following entries will apply to Your Temporary Staffing portion of the Express Employment Professionals Business</i></b>			
Our portion of the Gross Margin (Note 2)	40% of the Gross Margin	Withheld from the Gross Margin	On the 25th day of each month, We will remit to You Your portion (60%) of the Gross Margin accrued on Our books from services performed under the Franchise Agreement during the preceding monthly accounting period, which shall have either 4 or 5 weeks, as may be determined by Us. We will retain Our Portion (40%) of the Gross Margin. Please see Note 2.



<b>Type of Fee (Note 1)</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Minimum Monthly Gross Margin	Will vary under circumstances	Withheld from Your portion of the Gross Margin monthly On the 25th day of each month	For each of Your individual client accounts, we encourage You to have a minimum monthly Gross Margin as detailed in The Manual (currently, 10% or \$1.75 per hour). If any of Your individual client accounts do not meet the minimum monthly Gross Margin for the month, Our portion of the Gross Margin for that individual client account shall be calculated based on the minimum monthly Gross Margin as detailed in The Manual and deducted from any payments due to You.
Liquidated Damages	Will vary under circumstances	Upon demand	If the hiring of Our Associate by a client in violation of the terms and conditions of any contract between You and the client results in liquidated damages, the liquidated damages actually collected in accordance with The Manual will be divided between You and Us as prescribed in The Manual.
Express Advertising/ Marketing Fund	0.6% of the Gross Margin (Note 3)	Withheld from Your portion of the Gross Margin monthly On the 25th day of each month	We will withhold 0.6% of the Gross Margin from Your portion of the Gross Margin due to You and pay this directly to the Express Advertising/Marketing Fund.
Reserve Account	1% of the Gross Margin	Withheld from Your portion of the Gross Margin monthly On the 25th day of each month	1% of the Gross Margin will be deducted and credited to Your reserve account which will be used to cover Your uncollectible accounts (including Our monthly finance charge for accounts remaining unpaid for 60 days or longer, and Our charge-backs for accounts remaining unpaid for 75 days or longer, as described below).

Type of Fee (Note 1)	Amount	Due Date	Remarks
Charge-back of Past Due Amounts	Will vary under circumstances	Upon demand	If an account, including national contract account, remains unpaid for 75 days from invoice date (or such other period as we may determine based on our credit analyses and policies), We may suspend services and will, unless otherwise agreed, charge the invoice amount back to You. If Your reserve account has been exhausted, the remaining amount will be deducted from Your portion of the Gross Margin and/or charged to You.
Finance Charges	The greater of 1½% per month or an interest rate of 2.25% over the National Prime Lending Rate, but not to exceed the maximum permitted by applicable law.	Upon demand	On client accounts over 60 days old, We may charge a monthly finance charge to You as set forth in The Manual.
Charge-back of improper payments	Will vary under circumstances	Upon demand	Any monies paid to Associates by Us which We determine to have been paid based on forged time record slips or fraudulent or erroneous or improper authorizations to pay shall be deducted in full from any monies due to You.
Cost of mis-classification of workers' compensation	Will vary under circumstances	Upon demand	If You use or have used the wrong workers' compensation classification code and rate for workers assigned by You, You will be responsible for 100% of any additional premium assessment resulting from applying the correct code and rate over the period of mis-classification.

Type of Fee (Note 1)	Amount	Due Date	Remarks
The Claim/Indemnity Plan contribution	0.056% of the gross Associates payroll	Withheld from Your portion of the Gross Margin monthly On the 25th day of each month	0.056% of the gross Associates' payroll will be credited to the Claim/Indemnity Plan. The Claim/Indemnity Plan limits Your exposure if a loss from the present Insurance Policy Deductibles and certain other claims. The maximum deductible per occurrence is as described in The Manual. (Note 4)
Other adjustments	Will vary under circumstances	Upon demand	We will make other adjustments to Your portion of the Gross Margin for unsatisfactory work credits, incentive coupons, special overtime or other deductions deemed necessary by Us.
Territorial liquidated damages	Will vary under circumstances	Upon demand	We may charge You a special fee, as liquidated damages, if You send Associates to a client's business location in another Franchisee's territory even if the client is located in Your Territory.
Online Business Management Fee	Maximum of \$600	Annually	We may assess an annual commission deduction not to exceed \$600 from Your portion of the Gross Margin to cover the expenses of online business management We perform.
Software, testing, or training programs	40% percent of compensation received	On the 15th day of the month following the month during which the compensation was received by You	This amount will become due if You receive any compensation not reportable under Your Franchise Agreement from utilizing Our software, testing or training programs.

Type of Fee (Note 1)	Amount	Due Date	Remarks
<b><i>The following entries will apply to Your Direct Hire portion of the Express Employment Professionals Business</i></b>			
Express Advertising/ Marketing Fund	2% of Gross Receipts (Note 5)	Withheld from the Gross Receipts	We will withhold 2% of the Gross Receipts accrued on Our books from services performed under the Franchise Agreement which will be paid directly to the Express Advertising/Marketing Fund. Please see Note 6. For the description of "Gross Receipts," please see Note 5.
Our Portion of the Gross Receipts	8% of Gross Receipts of the Direct Hire portion of the Express Employment Professionals Business (Note 5)	Withheld from Your portion of the Gross Receipts monthly On the 25th day of each month	On the 25th day of each month, We will remit to You Your portion (90%) of the Gross Receipts accrued on Our books from services performed under the Franchise Agreement in a timely manner as prescribed in The Manual. We will retain Our Portion (8%) of the Gross Receipts. Please see Note 5.
Interest	1½% per month , but in no event more than the maximum permitted by applicable law	Upon demand	If inspection discloses that Gross Receipts actually exceeded the amount submitted by You, interest will be charged on the unpaid balance. Payment by You to Us shall not constitute a waiver of the default created by nonpayment when due of these fees and We may, even if You make payment of the interest and penalty, exercise any rights or remedies granted by the Franchise Agreement for default, or those granted by law.
Penalty	10% on unpaid amount	Upon demand	If inspection discloses that Gross Receipts actually exceeded the amount submitted by You, a penalty on the unpaid amount will be charged. Payment by You to Us shall not constitute a waiver of the default created by nonpayment when due of these fees and We may, even if You make payment of the interest and penalty, exercise any rights or remedies granted by the Franchise Agreement for default, or those granted by law.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Audit	Will vary under circumstances	Upon demand	If audit discloses reported Gross Receipts were understated by 3% or more, You must pay the cost of the Audit. (You will also have to pay late charge and interest on the underpayment (see " <b>Late Charge</b> " and " <b>Interest</b> ")).
<b><i>Instead of the fees described above, Opt-out Franchisee will pay the following fees (for both the Temporary Staffing and Direct Hire portions)</i></b>			
Royalty	8% of the Total Billings	10th day of each Accounting Period	See Note 7.
Marketing Fund Contribution	2% of the Total Billings	10th day of each Accounting Period	See Note 7. For more details on the Express Advertising/Marketing Fund, please see Item 11.
Interest	1½% per month, but in no event more than the maximum permitted by applicable law	Upon demand	If any overdue unpaid balance or late charge is not paid after 30 days beyond the original due date, interest will be charged on the unpaid balance. Payment by You to Us shall not constitute a waiver of the default created by nonpayment when due of these fees and We may, even if You make payment of the interest and late charge, exercise any rights or remedies granted by the Franchise Agreement for default, or those granted by law.
Audit	Will vary under circumstances	Upon demand	If audit discloses reported Gross Receipts were understated by 3% or more, You must pay the cost of the Audit. (You will also have to pay late charge and interest on the underpayment (see " <b>Late Charge</b> " and " <b>Interest</b> ")).
<b><i>The following fees are applicable to all franchisees</i></b>			

Type of Fee (Note 1)	Amount	Due Date	Remarks
Software, testing, or training programs	40% percent of compensation received	On the 15th day of the month following the month during which the compensation was received by You	This amount will become due if You receive any compensation not reportable under Your Franchise Agreement from utilizing Our software, testing or training programs.
Transfer Fee	10% of the total sales price received, not less than \$5,000 nor more than 50% of the then current initial franchise fee.	Prior to transfer	Transfer will not be approved unless We have received the transfer fee. No transfer fee if You transfer Your Agreement to Your corporation or limited liability company or make an approved transfer to Your spouse or adult children.
Branch Office Fee	\$3,000	When You sign the Branch Office Addendum	Fee charged for opening a Branch Office located within Your Territory.
Recruiting Station Fee	\$300	When You sign the Recruiting Station Addendum	Fee charged for opening a Recruiting Station located within Your Territory.
Indemnification	Will vary under circumstances	Upon demand	You must indemnify Us for claims arising of any contract that has not been approved by Us, or any claims arising out of Your operation of the Express Employment Professionals Business.
Mediation Costs	Will vary under circumstances	As arranged	The parties will each pay their own cost for mediation and 50% of the costs of mediators and the mediation agency.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Services and Support of the Computer System and Required Software	EDN Communication Monthly Recurring Charges (MRC): \$385/month  ESP (eSkill) Testing Package Maintenance Fee: \$41.67/month;  Cloud Computer Fee: \$210.00/month User: \$49.50/Month/User  Test Workstation: \$8.28/Month/Workstation	As arranged	All configuration of the Required Software (as defined below) must be done by Our technical support staff, for which We will not charge You any fee. We, or a third party retained by Us, will provide some or all of the service and support of the Computer System, the Required Software, and the network of the franchise system. You must pay these amounts to Us. These amounts are what We charge currently, which may change upon Our notice to You.

Notes:

1. All fees are imposed by and are payable to Us. All fees are non-refundable. All fees are uniformly applied to new franchisees. These fees may have been waived or modified for a particular franchisee in the past based on the particular circumstances, and we may do so in the future if we deem appropriate.
2. The term "**Gross Margin**" means the balance of the adjusted gross billings. Adjusted gross billings are the aggregate amount of bills rendered to clients by Us for Associates placed by You, plus or minus any adjustments. To determine Gross Margin, We will deduct from adjusted billings the wages earned by Associates based upon the work hours reported. In addition, We will deduct all credits and taxes measured by sales or gross receipts (including sales, use, franchise, and similar taxes), together with the employer's share of Federal Social Security and Medicare taxes, federal and state unemployment tax contributions, health benefits, insurance premiums, payments made in lieu of providing health benefits or insurance, workers' compensation insurance premiums, disability insurance premiums where required by local law, taxes on union health and welfare payments; fidelity bonding insurance, errors and omissions insurance, and professional liability insurance, if applicable, billing adjustment items (e.g., VMS fees, early pay discounts, etc.); any other direct payroll taxes and insurance premiums based on sales or payrolls that may be levied; and any other county, municipal, or other local tax (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) (all of which are collectively referred to as direct payroll costs). The balance of the adjusted gross billings shall be defined as the Gross Margin.

Currently, if You meet both of the following two qualifications, We will pay bonus to You within 30 days after the close of Our fiscal year end: (i) Your Annual Gross Margin Dollars (AGM\$) are \$927,600 or greater, adjusted annually in accordance with the increase in the Consumer Price Index (CPI). To calculate this amount, You may include all locations subject under the Territory described in Exhibit B of the Franchise Agreement in which You are the majority owner during the relevant fiscal year; and (ii) Your Average Annual Gross Margin Percentage (AAGM%) is 18% or greater, or Your Average Dollars/Hour (\$/Hour) is \$3.98 or greater (AGM\$ divided by total hours worked) adjusted annually in accordance with the increase in the CPI. Please refer to Exhibit D of this Disclosure Document for a sample bonus qualification schedule.

3. You and We will jointly contribute 1% of the Gross Margin to a national advertising fund denoted as the Express Advertising/Marketing Fund (the "**Fund**"). We will pay Our 40% of the joint 1% of the Gross Margin to the Fund on a monthly basis. Further details about the Fund, as well as applicable advertising and promotional requirements, can be found in Item 11, under the subheading "Advertising."
4. You authorize Us to withhold from Your portion of Gross Margin and pay into the Claim/Indemnity Plan the amount as specified in The Manual, which may be adjusted either up or down by Us to provide a sufficient fund out of which to pay Your share of any Claim/Deductibles above the maximum deductible set out in The Manual.

The money paid into the Claim/Indemnity Plan belongs to the franchisees and will only be used to pay covered Claim/Deductibles or to reimburse Us if We pay a Claim/Deductible in excess of the funds collected at that time. If the Claim/Indemnity Plan is terminated, any money after any reimbursement due Us, will be returned to the Franchisees.

The Claim/Indemnity Plan only applies if You have followed the policies and procedures contained in The Manual, or as provided to You.

5. We will submit all invoices to clients for Direct Hire placements made by You, and will instruct the clients to remit payments directly to Us. You will not create bills or statements to clients, but must use Your best efforts to collect bills generated by Us in accordance with the policies and procedures in The Manual. If payment of any bill is made payable to You, payment must be deemed to have been received in trust for Us, and You will not deposit or convert the funds received and must immediately forward the same, properly endorsed, to Us.

We will remit to You Your portion of the Gross Receipts, which will be 90% of the Gross Receipts.

The term "**Gross Receipts**" shall mean the total of all money and other remuneration received on Your Direct Hire business conducted in accordance with the Franchise Agreement at the location specified; the term "**Gross Receipts**" shall not include bona fide discounts for promotional programs recommended by Us, refunds or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of governmental authorities.

You are responsible for and must pay all taxes applicable to the Gross Receipts to the applicable taxing authority (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of



employees, value of real or personal property, or other method) and any applicable penalties and/or interest associated therewith. If We pay any tax on Your behalf We will reduce Your portion of the Gross Receipts by the amount of such payment.

6. Please refer to Note 3 regarding "Express Advertising/Marketing Fund." Further details about the Fund, as well as applicable advertising and promotional requirements, can be found in Item 11, under the subheading "Advertising."
7. The term "**Total Billings**" means the total of Temporary Staffing Billings and Direct Hire Billings. "**Temporary Staffing Billings**" means the total of all money and other things of value received on Your Temporary Staffing portion of the business conducted in accordance with the Franchise Agreement at the location specified, excluding bona fide discounts for promotional programs recommended by Us, client refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of governmental authorities. "**Direct Hire Billings**" means the total of all money and other things of value received on Your Direct Hire portion of the business conducted in accordance with the Franchise Agreement at the location specified, excluding bona fide discounts for promotional programs recommended by Us, client refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of governmental authorities.

"**Accounting Period**" means the period as designated by Us, which may be modified by Us, in Our discretion, upon written notice to You. Currently, an Accounting Period means a four- or five-week period as designated by Us.

We have the right to require You to make these payments by EFT (electronic fund transfer). You must comply with the payment and reporting procedures specified by Us in The Manual.

As an Opt-out Franchisee, You will not be eligible for any bonuses as described in Note 2 above.

## **ITEM 7** **ESTIMATED INITIAL INVESTMENT**

### **YOUR ESTIMATED INITIAL INVESTMENT**

The following tables represent the initial investment for a single Traditional Model Express Employment Professionals Business, a single SRG Model Express Employment Professional Business, and a Branch Office.

(Please review these tables in conjunction with the notes that follow.)

**ESTIMATED INVESTMENTS FOR A SINGLE TRADITIONAL MODEL**

<b>Type of expenditure</b>	<b>Amount</b>	<b>Method of payment</b>	<b>When due</b>	<b>To whom payment is to be made</b>
Initial Franchise Fee (Note 1)	\$40,000	Lump Sum	Upon Signing	Us
Lease and Deposit (Note 2)	\$2,000 to \$3,000	As Incurred	As Arranged	Lessor
Leasehold Improvements (Note 3)	\$5,000 to \$25,000	As Incurred	As Arranged	Lessor; Contractors
Utility Deposits	\$200 to \$600	As Incurred	As Arranged	Utilities
Training Costs (Note 4)	\$4,000 to \$7,000	As Incurred	As Incurred	Third Parties
Office Supplies (Note 5)	\$500 to \$1,000	As Incurred	As Incurred	Suppliers
Office Equipment (Note 6)	\$2,000 to \$4,000	As Incurred	As Incurred	Suppliers
Computer System Hardware (Note 7)	\$7,000 to \$10,000	As Incurred	As Incurred	Us; Suppliers
Furniture and Fixture (Note 8)	\$5,000 to \$12,000	As Incurred	As Incurred	Suppliers
Signs (Note 9)	\$4,500 to \$6,400	As Incurred	As Incurred	Suppliers
Insurance (Note 10)	\$500 to \$1,000	As Incurred	As Incurred	EPIC or other Insurance Agents or Carriers
Professional Service Fees (Note 11)	\$1,000 to \$3,000	As Incurred	As Incurred	Attorneys; Accountants; Consultants
Additional Funds – (9 months) (Note 12)	\$60,000 to \$100,000	As Incurred	As Incurred	Employees; Suppliers; Lessor; Utilities
<b>TOTAL (Note 13)</b>	<b>\$132,000 to \$213,000</b>			

**ESTIMATED INVESTMENTS FOR A SINGLE SRG MODEL**

<b>Type of expenditure</b>	<b>Amount</b>	<b>Method of payment</b>	<b>When due</b>	<b>To whom payment is to be made</b>
Initial Franchise Fee (Note 1)	\$40,000	Lump Sum	Upon Signing	Us

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Lease and Deposit (Note 2)	\$4,400 to \$6,000	As Incurred	As Arranged	Lessor
Leasehold Improvements (Note 3)	\$5,000 to \$25,000	As Incurred	As Arranged	Lessor; Contractors
Utility Deposits	\$200 to \$600	As Incurred	As Arranged	Utilities
Training Costs (Note 4)	\$10,000 to \$25,000	As Incurred	As Incurred	Third Parties
Office Supplies (Note 5)	\$500 to \$1,000	As Incurred	As Incurred	Suppliers
Office Equipment (Note 6)	\$7,200 to \$7,500	As Incurred	As Incurred	Suppliers
Computer System Hardware (Note 7)	\$8,000 to \$12,000	As Incurred	As Incurred	Us; Suppliers
Furniture and Fixture (Note 8)	\$9,000 to \$15,000	As Incurred	As Incurred	Suppliers
Signs (Note 9)	\$4,500 to \$6,400	As Incurred	As Incurred	Suppliers
Insurance (Note 10)	\$500 to \$1,000	As Incurred	As Incurred	EPIC or other Insurance Agents or Carriers
Professional Service Fees (Note 11)	\$1,000 to \$3,000	As Incurred	As Incurred	Attorneys; Accountants; Consultants
Additional Funds – (9 months) (Note 12)	\$100,700 to \$248,500	As Incurred	As Incurred	Employees; Suppliers; Lessor; Utilities
<b>TOTAL (Note 13)</b>	<b>\$191,000 to \$391,000</b>			

**ESTIMATED INVESTMENTS FOR A BRANCH OFFICE**

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Branch Office Fee (Note 14)	\$3,000	Lump Sum	Upon Signing the Branch Office Addendum	Us
Lease and Deposit (Note 2)	\$500 to \$2,000	As Incurred	As Arranged	Lessor

Leasehold Improvements (Note 3)	\$500 to \$10,000	As Incurred	As Arranged	Lessor; Contractor
Utility Deposits	\$200 to \$600	As Incurred	As Incurred	Utilities
Office Supplies (Note 5)	\$250 to \$500	As Incurred	As Incurred	Suppliers
Office Equipment (Note 6)	\$1,500 to \$3,000	As Incurred	As Incurred	Suppliers
Computer System & Required Software (Note 7)	\$1,500 to \$4,000	As Incurred	As Incurred	Suppliers
Furniture and Fixture (Note 8)	\$1,000 to \$3,000	As Incurred	As Incurred	Suppliers
Signs (Note 9)	\$2,000 to \$4,000	As Incurred	As Incurred	Suppliers
Insurance (Note 10)	\$250 to \$1,000	As Incurred	As Incurred	EPIC or other Insurance Agents or Carriers
Professional Service Fees (Note 11)	\$250 to \$750	As Incurred	As Incurred	Attorneys; Accountants; Consultants
Additional Funds – (9 months) (Note 12)	\$20,000 to \$30,000	As Incurred	As Incurred	Employees; Suppliers; Lessor; Utilities
<b>TOTAL (Note 13)</b>	\$30,950 to \$61,850			

**Notes to Item 7 Chart:**

Please read the following notes together with the chart above.

Please note that We do not offer direct or indirect financing to You for any items, except for “Computer Systems” as described below in Item 10. The availability and terms of financing from other sources will likely depend on factors such as the availability of financing generally, Your creditworthiness, Your business operations, and lending institutions’ policies.

Except as described below, all fees and amounts that You must pay to Us are non-refundable. For any amounts paid to third parties, the availability and conditions under which You may obtain refunds will depend on the terms offered by those third-party suppliers.

There are no advertising or other cooperatives in existence as of the date of this Disclosure Document.

1. **INITIAL FRANCHISE FEE.** The Initial Franchise Fee is \$40,000 and is paid when You sign the Franchise Agreement. We may offer discounts to qualified veterans, qualified franchisees who are opening additional Express Employment Professionals Businesses, or candidates who have successfully completed the EE program. Please see Item 5 for details. The initial franchise fee is not refundable, except (1) for new franchisees awarded new Territories under the New Franchisee Incentive Program, up to \$40,000 of the initial franchise fee is refundable; and (2) for qualified staffing industry employees that participate in the IPP, half of the initial franchise fee is refundable upon

completion of initial training and the remaining half is refundable upon the satisfaction of certain requirements established by Us from time to time. Currently, the requirements include billing 16 or more clients in a single week or generating \$65,000 in Gross Margin in the first 26 weeks of the franchisee's operation of its Express Employment Professionals Business.

2. LEASE AND DEPOSIT. You must establish and maintain an office within Your Territory from which to conduct the Express Employment Professionals Business. You must maintain the office in a safe, orderly, and clean state, presenting a businesslike appearance, and keep it properly staffed, furnished, and identified as an Express Employment Professionals office. The office must be located in a place suitable for interviewing Associates and candidates and for meeting the general public and customers. Any deviation from the suggested interior layout and design provided to You by Us for establishing Your new business must be approved in advance in writing. We expect that You will need approximately 1,000 to 1,500 square feet for the office for the Traditional Model and approximately 1,200 to 1,500 square feet for the SRG Model. Lease costs will vary with the real estate costs in each market. We estimate that Your lease costs will be between \$23/square foot and \$28/square foot per year for the Traditional Model and between \$45/square foot and \$60/square foot per year for the SRG Model. The estimates included in the chart are for one month's rent.

You are responsible for obtaining all necessary permits or licenses necessary for the site renovation and operation of the Express Employment Professionals Business.

Prepaid rent and security deposits are generally required by landlords. Based on Our experience, We have found that prepaid rent is generally non-refundable. Security or other deposits may be refundable either in full or in part, depending on Your lease or contract.

3. LEASEHOLD IMPROVEMENTS. Leasehold improvements will vary with many factors, including the size and conditions of the premises. Financing may be available through lessors or third parties. If You finance, You will incur financing costs.
4. TRAINING COSTS. "Training Costs" include the costs You will incur when You and/or Your employees attend Our initial training program, the salaries of Your employees before the Express Employment Professionals Business opens, as well as advanced sales and recruiting training with respect to the SRG Model. We will provide an initial training program of up to 1 week in Oklahoma City, OK or virtually, and 2 weeks at Your office location or another location as We designate, to train You to operate the Express Employment Professionals Business. We will pay the cost of transportation and lodging while You are in attendance at the classroom training in Oklahoma City, Oklahoma, and, if applicable, Your field training designation, for a maximum of 2 people. Meals, incidental expenses, and any changes made to transportation plans are Your responsibility.
5. OFFICE SUPPLIES. The estimates for this line item reflect the costs of various office supplies You will need in connection with the operation of the Express Employment Professionals Business, including paper, business cards, stationery, envelopes, etc. The estimates included in the chart are for Your initial setup.
6. OFFICE EQUIPMENT. Equipment costs include costs of various office equipment You will need to operate the Express Employment Professionals Business.

7. COMPUTER SYSTEM AND REQUIRED SOFTWARE. You must incur the costs of obtaining and installing the Computer System and Required Software as We specify. In 2023, 68% of our new franchisees financed the purchase of the computer system and software through Us. The average monthly expense, principal and interest, was \$553.78, combined Traditional Model and SRG Model offices. For further details, please refer to Item 11, under the subheading "Computer System and Required Software."
8. FURNITURE AND FIXTURE. The estimate is for the furniture and fixtures You will need to operate the Express Employment Professionals Business, such as: desks, chairs, file cabinets, etc.
9. SIGNS. You must purchase and display a sign which complies with Our specifications, if sign rights can be secured at Your approved location. All signs on doors, windows, or walls must conform to Our regulations. The cost of signs will vary from location to location depending on lease requirements, ordinances and restrictions, competition, and related factors. Signage will include interior and exterior signs.
10. INSURANCE. This is an estimate of Your initial insurance premium for required insurance. You must acquire and maintain in effect insurance of the types and in at least the amounts which may be prescribed in The Manual, and disability insurance if required by applicable law. For further details, please see Item 8, under the subheading "Insurance."
11. PROFESSIONAL SERVICE FEES. We believe that it is important for You to consult with Your own accountant, attorney, risk management and/or business advisor before making any decision to enter into a Franchise Agreement with Us. You should also use an attorney or other business advisor to review any lease or other agreements that You enter in connection with Your Express Employment Professionals Business or other independent business relationship.
12. ADDITIONAL FUNDS. You will need additional capital to support on-going expenses, such as payroll and utilities, insurance, lease, licenses, supplies, and miscellaneous expenses. SRG Model offices frequently invest between \$4,000 and \$6,000 for sales, recruiting, and data mining applications per year. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business, which We estimate to be 9 months.

Your credit history could impact the amount (and cost) of funds needed during the start-up phase. If You have no credit history or a weak credit history suppliers may give You less favorable lending and payment terms, which might increase the amount of funds You will need during this period. You will need to have staff on-hand before opening to prepare the Express Employment Professionals Business for opening, training, orientation, and related purposes.

13. TOTAL. In compiling this chart, we relied on Our experience in the employee service business and information from Our franchisees. The figures in the chart and the explanatory notes are only estimates. Your actual costs may vary considerably, depending, for example, on factors such as: local economic conditions; the local market; the prevailing wage rate; competition; the sales level achieved during the initial period of operation; and Your management and training experience, skill, and business acumen. Additional operating expenses will be incurred in connection with

the ongoing operation of Your Express Employment Professionals Business and periodic reinvestment will be necessary following the initial start-up phase for leasehold improvements, equipment, fixtures, and other assets.

You should review these figures carefully with a business advisor before making any decision to purchase the franchise. You should take into account the cash outlays and probable losses that You may incur while You are trying to get established. Extensive start-up costs may be involved, depending upon Your circumstances.

14. BRANCH OFFICE FEE. You may, during the term of the Franchise Agreement, open Branch Offices within Your Territory. For each Branch Office, You must sign a Branch Office Addendum and pay a Branch Office Fee of \$3,000. Please refer to Item 6 for more details.
15. RECRUITING STATION FEE. You may, during the term of the Franchise Agreement, open Recruiting Stations within Your Territory. For each Recruiting Station, You must sign a Recruiting Station Addendum and pay a Recruiting Station Fee of \$300. Please refer to Item 6 for more details.

## **ITEM 8** **RESTRICTION ON SOURCES OF PRODUCTS AND SERVICE**

To ensure that optimal quality and service is maintained, You must operate the Express Employment Professionals Business in accordance with the methods, standards, and specifications as We may prescribe in The Manual or otherwise in writing.

If You are not an Opt-out Franchisee, We (or Our designee) will provide payroll services with respect to the Associates. If You are an Opt-out Franchisee, as discussed in Item 1 above, You must employ a Payroll Company approved by Us to process the payroll of Your Associates.

You must use the forms, stationery, business cards, advertising matter, signage, brochures and supplies of a size, color, material, typestyle, layout, and quality approved by Us, now required by Us, or as they may be revised or amended by Us. We have developed standards and specifications for Computer System and Required Software, signs, stationery, business cards, office supplies, etc. We will furnish these standards to You in The Manual or otherwise in writing. You must purchase only the products and services meeting those specifications and standards.

We will make available to You a list of approved suppliers. You may not buy from any supplier that We have not yet approved in writing, and You must stop buying from any supplier who We approve, but later disapprove. Currently, We and some of Our affiliates are approved suppliers for certain items, including the Computer System, travel services, promotional items, etc.

Robert A. Funk has ownership interest in Our affiliate Express Clydesdales, LLC.

When considering whether to approve any particular possible supplier, We will consider (among others) the following factors: whether the supplier can show, to Our reasonable satisfaction, the ability to meet Our then-current standards and specifications; whether the supplier has adequate quality controls and capacity to supply the system's needs promptly and reliably; and whether the supplier's approval would enable the System, in Our sole

opinion, to take advantage of marketplace efficiencies and volume pricing. We will make Our criteria for supplier approval available to You upon request. We do not charge a fee for reviewing potential suppliers, and will typically notify You of Our approval or disapproval within 45 days after We receive the complete information that we require. We reserve the right, at Our option, to revoke Our approval if the item or supplier does not continue to meet any of Our then current criteria.

We may designate a single distributor or supplier for any product, service, equipment, software, supply or material and may approve a supplier or distributor only as to certain products. The designated supplier may be Us or an affiliate of Ours. Currently, You are not required to purchase any products or services from Us or any of Our affiliates (other than the Required Software, and advertising, discussed below).

We do not negotiate purchasing programs with suppliers for the benefit of franchisees. There are no purchasing or advertising cooperatives.

We estimate that Your purchases in accordance with Our specifications will represent approximately 30% to 40% of Your total purchases in connection with Your establishment of the Express Employment Professionals Business, and 5% to 10% of Your total purchases in connection with Your continuing operation of the Express Employment Professionals Business.

### **Revenue Based on Franchisee Purchases**

During Our last fiscal year, We derived \$315,448.37 for franchisee purchases of the computer system. This revenue totals 0.009% of Our total revenue of \$3,590,296,000.

### **Supplier Rebates**

We and Our affiliates may receive payments from suppliers on account of the suppliers' dealings with You and other franchisees, and may use any amounts received without restriction and for any purpose We and Our affiliates deem appropriate. As of the date of this Disclosure Document, We have not received and do not intend to receive any payments of this nature.

### **Background Checks**

When clients request background checks, You must use approved background-check vendors that we designate. Currently, Our approved vendors for background checks are CICS Employment Services, Inc. ("**CICS**"), Global Safety Network, Inc. ("**GSN**"), and S2Verify, LLC ("**S2Verify**"). They are the exclusive vendors for background checks, unless the client requests a different vendor and the vendor meets certain criteria that We, in Our sole discretion, determine. We or Our affiliates may have an opportunity to receive rebates or revenue sharing based on the volume of purchases or payments for background checks obtained by franchisees from approved vendors. We have not received, and We do not anticipate receiving in the near future, any rebates or revenue, directly or indirectly, from CICS, GSN or S2Verify on account of franchisee purchases and payments for background



checks. We have negotiated purchase arrangements, including price terms, with CICS, GSN and S2Verify for background screening services, for the benefit of Our franchisees.

### **Computer System and Required Software**

You must install and use the Computer System and Required Software, which are described in more details in Item 11, under the subheading "Computer System and Required Software." The estimated costs are described in Item 6 and 7.

### **Advertising**

We will provide marketing and advertising materials and special campaigns and promotional programs as may be developed by Us and deemed to be helpful for Your Express Employment Professionals Business. Please see Item 11 for further details on "Advertising."

### **Insurance**

Upon taking possession of the business You will acquire and maintain in effect insurance of the types and in at least the amounts which may be prescribed in The Manual, and disability insurance if required by applicable law. We will assist You to arrange for insurance coverage as set out in The Manual.

As of the date of this Disclosure Document, Our insurance requirements include the following, but we may change these requirements in our discretion:

- **Property Insurance:** Replacement Cost value with Personal Property "special form" coverage. If You are in a flood zone, You must have flood insurance. Note: Insure furniture, equipment and software upon delivery.
- **Liability Insurance:** Commercial General Liability coverage with limits of \$1,000,000 for bodily injury and property damage, including employees' non-owned automobile liability, arising from Franchise employees' vehicles.
- **Fidelity/Crime Bond:** \$5,000 for theft, disappearance, and destruction on the franchise premises; \$5,000 for theft, disappearance, and destruction off the franchise premises; \$5,000 employee blanket dishonesty, covering dishonest acts committed by franchise employees. The deductible for each loss under the above coverage must be no greater than \$1,000.
- **Errors & Omissions:** Staffing Consultant's Errors and Omissions with \$1,000,000 in limits with a deductible no greater than \$1,000 for direct hire placements.
- **Workers' Compensation and Employers' Liability:** As required by state statute (for franchise staff personnel).

You will name Us as an additional insured on the Property Insurance and Liability Insurance policies as it relates to the operation of the business only, and shall furnish Us with duplicate policies or certificates evidencing insurance in force as required before taking possession of the business. The policy or policies shall be written by an insurance company satisfactory to Us. All Your required insurance as it applies to Your indemnity of Us shall be considered primary to any insurance carried by Us.

### **Workers' Compensation Insurance for Associates**

The premium for the Workers' Compensation Insurance is determined by Your Express Employment Professionals Business's Workers' Compensation modifier, which in turn depends on the claim history of Your Express Employment Professionals Business. The claim history may be affected by Your daily decisions in selecting clients and their types of business.

We will arrange Workers' Compensation Insurance to cover the Associates. Some states (currently, North Dakota and Wyoming) have a state agency that sells all workers' compensation insurance in that state. If Your Express Employment Professionals Business is in one of these states, the modifier will be the average of all Express Employment Professionals Businesses in that state.

If You are an Opt-out Franchisee, You are responsible for arranging the Workers' Compensation Insurance for all of Your Associates and other employees. You must name us as an additional insured on the Workers' Compensation Insurance policies, and You must pay the deposit premium and the earned premium required to maintain the coverage.

### **Telephone**

You must register the telephone number(s) used in the Express Employment Professionals Business with the telephone company as Express Employment Professionals and answer in a way as to identify them as the Express Employment Professionals telephones. This telephone service shall have a minimum of 4 lines, and You will refrain from transacting or advertising any other business using that telephone service. Telephone listing and numbers and social media accounts are Our property. Bills should be rendered to Us at the local office address but paid by You. You will refrain from changing the address or telephone numbers of Your business without first obtaining prior approval in writing from Us.

We do not provide any material benefits to You based on Your use of the approved suppliers. However, We do consider a variety of factors when determining whether to renew the Franchise Agreement, grant Branch Office, or grant additional franchises. Among the factors We consider is the compliance with the requirements described above.

## **ITEM 9** **FRANCHISEE'S OBLIGATIONS**

**This table lists Your principal obligations under the Franchise and other agreements. It will help You find more detailed information about Your obligations in these agreements and in other items of this Disclosure Document.**

<b>Obligation</b>	<b>Section in Agreement</b>	<b>Disclosure Document Item</b>
a. Site selection and acquisition/lease	Section 5.	6 and 11
b. Pre-opening purchases/leases	Sections 4.1(j), 4.1.(k), 4(l), 5.1(b), and 10.	5, 7 and 8

<b>Obligation</b>	<b>Section in Agreement</b>	<b>Disclosure Document Item</b>
c. Site development and other pre-opening requirements	Section 5.	6, 7, 8 and 11
d. Initial and ongoing training	Section 9.	11
e. Opening	Section 5.1(a).	11
f. Fees	Sections 6 and 7; Branch Office Addendum and Recruiting Station Addendum	5 and 6
g. Compliance with standards and policies/ Operating Manual	Sections 5, 10, 11, 12, 13, and 15.	8, 11, and 14
h. Trademarks and proprietary information	Sections 1 and 12.	13 and 14
i. Restrictions on products/services offered	Sections 5. and 13.	16
j. Warranty and customer service requirements	Sections 5.1(k), and 5.1(l).	16
k. Territorial development and sales quotes	Sections 2 and 5.1(z).	12 and 17
l. Ongoing product/ service purchases	Section 5.	8
m. Maintenance, appearance and remodeling requirements	Section 5.	17
n. Insurance	Section 11.	7 and 8
o. Advertising	Section 12.	6, 8 and 11
p. Indemnification	Section 5.1(r).	6
q. Owners participation/ management/staffing	Sections 5.1(b) and 5.1(g).	15
r. Records/reports	Sections 5.1(s) and 13.2	6 and 16
s. Inspections/audit	Sections 5.1(s).	6 and 11

<b>Obligation</b>	<b>Section in Agreement</b>	<b>Disclosure Document Item</b>
t. Transfer	Section 14.	17
u. Renewal	Section 3.	17
v. Post-termination obligations	Section 16.	17
w. Non-competition covenants	Section 17.	17
x. Dispute resolution	Section 18.11	17
y. Taxes/permits	Section 5.1(t), 5.1(v), and 7.3.	1, 6 and 16

**ITEM 10**  
**FINANCING**

**Financing Under the BTO Program**

As described in Item 1 above, if You qualify for and participate in the BTO program, we will provide financing to You once You sign the Franchise Agreement and the BTO Program Addendum (attached to this Disclosure Document as Exhibit B-1). The financing terms of the BTO program are summarized below.

**Summary of Financing Offered (Note 1)**

Down Payment Required	\$0
Amount Financed	Up to \$250,000 for a new Territory (Note 2a) Up to \$450,000 for a resale Territory (Note 2b) Up to \$270,000 for Approved EE Program Graduates for New Territory (Note 2c)
Term (Years)	Revolving Loan Agreement: 18 months Term Loan Agreement: 24, 30 or 36 months (Note 4)
APR	Prime Lending Rate, not to exceed 9% or be less than 4% (Note 3)
Installments (monthly)	Revolving Loan Agreement: 18 months - interest only Term Loan Agreement: 24, 30 or 36 months (Note 4)
Prepay Penalty	None (Note 5)
Security Required	As listed in the Revolving Loan Agreement and Term Loan Agreement (Note 6)
Default & Consequences	Acceleration of loan; Cost of collection (including attorney's fees); Termination of Franchise Agreement. (Note 7)

Notes:

1. This table and the accompanying notes summarize the terms of the financing We provided under the BTO Program. Please read the BTO Program Addendum, Resale BTO Program Addendum, or EE BTO Program Addendum (Exhibit B-1) for a full description of the terms and conditions.
2. We have the sole discretion to decide whether or not We will permit You to participate in the BTO program, and the amount We will finance.
  - a. New Franchise Territory - We will finance up to \$250,000 to cover the initial investment (excluding franchise fees) and operating capital.
  - b. Resale Territory - We will finance up to \$450,000. The initial advance made by Us will not exceed Two Hundred Thousand Dollars (\$200,000.00) and may be used solely for purposes of Your acquisition of an Express Employment Professionals franchise business.
  - c. Emerging Entrepreneur Program - We will finance up to \$270,000 to cover the initial investment (which may include franchise fees) and operating capital.
3. If You finance through Us and sign the Promissory Note, We will charge an annual interest rate of the Prime Lending Rate on the date closest to the signing of the Promissory Note, provided, however, the interest rate shall not exceed 9% or be less than 4%. The Prime Lending Rate is subject to change, and so is Our APR charged. On March 5, 2024, the Prime Lending Rate was 8.50%.
4. During the first 18 months of operation of the Express Employment Professionals Business, We will deduct, as provided in the Revolving Loan Agreement, interest only monthly payments from Your portion of the Gross Margin due You. You will pay Us the remaining balance if Your portion of the Gross Margin of the month is not sufficient to cover the monthly payment. At maturity of the Revolving Loan Agreement, We may refinance the balance with a fully amortizing Term Loan Agreement for a term of 24, 30 or 36 months at Our discretion. We will deduct principal and accrued interest, based on the amortization schedule provided with the Term Loan Agreement, from Your portion of the Gross Margin due You. The interest rate will vary based on the length of term. The interest rate will not exceed the Prime Lending Rate +2%. You will pay Us the remaining balance if Your portion of the Gross Margin of the month is not sufficient to cover the monthly payment.
5. You have the right to prepay the full amount of the remaining balance of the Promissory Note prior to the due date. There is no prepayment penalty.
6. The property subject to the security interest ("**Collateral**") is as follows: All of Your accounts (including contract rights) notes, securities and other instruments, Your portion of Gross Margin, Your portion of Gross Receipts, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; all of Your inventory, equipment, supplies, and all goods and other tangible personal property; all property of the types described here, or similar types, that may be acquired by You after signing the promissory note, including all accessions, parts, additions, and replacements; and all proceeds of the sale or other disposition of any of the Collateral.

7. If You default under the Promissory Note, You will pay Us costs of collection, including reasonable attorney's fees, whether or not a lawsuit is commenced as part of the collection process.
8. You waive presentment for payment, protest, notice of protest and nonpayment of the Promissory Note.
9. We may assign Your Promissory Note to a third party who may be immune under the law to any defenses to payment You may have against Us. Up to the date of this Disclosure Document, We have not sold or otherwise assigned the Promissory Notes from Our franchisees, and do not plan to do so.

### **Financing for Purchase of the Computer System**

You are required to purchase all items of the Computer System and Computer System Upgrades through Us, for cash or on financing if We are at that time financing these items. If You decide to obtain financing from Us for such purchase, and We decide, in Our sole discretion, to provide financing to You, You will be required to sign a Promissory Note (attached to this Disclosure Document as Exhibit C), which terms are summarized below.

#### **Summary of Financing Offered (Note 1)**

Down Payment Required	\$0
Percentage Financed	Up to 100% of the purchase price (Note 2)
Term (Years)	1 - 3 (Note 4)
APR	12 month term - National Prime Lending Rate 24 month term - National Prime Lending Rate +1% 36 month term - National Prime Lending Rate +2% (Note 5) Provided, however, in no event will the rate exceed 9% or be less than 4%
Installments (monthly)	12 - 36 months (Note 4)
Prepay Penalty	None (Note 7)
Security Required	Promissory Note (Note 8)
Default & Consequences	Acceleration of loan; Cost of collection (including attorney's fees); Termination of Franchise Agreement. (Note 9)

#### Notes:

1. This table and the accompanying notes summarize the terms of the Promissory Note. Please read the Promissory Note (Exhibit C) for a full description of the terms and conditions.
2. We have the sole discretion to decide whether or not We will provide financing to You, and the amount We will finance. We may, but are not obligated to, provide financing up to the full amount of the purchase price for the Computer System or Computer System Upgrades. As of February 8, 2024, the price of the required Computer System purchased through Us is ranges between \$7,000 to \$10,000 for the Traditional Model

and between \$8,000 to \$12,000 for the SRG Model. All prices of the Computer System are subject to change without prior notice.

3. You may, at Your discretion, order through Us additional equipment than the required Computer System listed below (see Item 11). However, the additional equipment must be paid for at the time of purchase and will not be financed through Us. Equipment You purchase on Your own, for Your personal or business use, will not be given access to the Express Data Network (EDN).
4. The term of the financing arrangement will be 3 years.
5. If You finance through Us and sign the Promissory Note, depending on the term of the loan We will charge an annual interest rate ranging between the National Prime Lending Rate and 2% over the National prime Lending Rate on the date closest to the signing of the Promissory Note, provided, however, the interest rate will not be more than 9% or less than 4%. The National Prime Lending Rate is subject to change, and so is Our APR charged. On March 5, 2024, the National Prime Lending Rate was 8.50%.
6. The principal and the accrued interest will be payable in 12 to 36 equal monthly installments depending on the financing option chosen. We will deduct such monthly payments from Your portion of the Gross Margin due You. If the balance of Your portion of the Gross Margin of the month is not sufficient to cover the monthly payment, You will immediately pay Us the difference upon receipt of Our written notice.
7. You have the right to prepay the full amount of the remaining balance of the Promissory Note prior to the due date. There is no prepayment penalty.
8. We will be the lender, and You will be required to sign a Promissory Note. If You are a corporation, partnership, limited liability company, or limited liability partnership, We will require all owners, shareholders, partners, or members, who have a direct or indirect beneficial interest of more than 5%, to personally sign the Promissory Note.
9. The Promissory Note and other obligations of You to Us will become immediately due, without notice or demand, upon the occurrence of following events:
  - a. any payment required by the Note or any other note or obligation of You to Us or to others is not made when due;
  - b. any default occurs in the performance of any covenant, obligation, warranty or provision contained in the Note or any other note, commitment or obligation of You to Us, including without limitation, the Franchise Agreement;
  - c. any warranty, representation, financial information or statement made or furnished to Us by You or on Your behalf proves to have been false in any material respect when made or furnished;
  - d. any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law is commenced in respect to You;
  - e. The termination of Your Franchise Agreement with Us.

9. If You default under the Promissory Note, You will pay Us costs of collection, including reasonable attorney's fees, whether or not a lawsuit is commenced as part of the collection process.
10. You waive presentment for payment, protest, notice of protest and nonpayment of the Promissory Note.
11. We may assign Your Promissory Note to a third party who may be immune under the law to any defenses to payment You may have against Us. Up to the date of this Disclosure Document, We have not sold or otherwise assigned the Promissory Notes from Our franchisees, and do not plan to do so.

\* \* \* \* \*

Other than the financing as described above, and other than paying the Associates You placed under certain terms and conditions, We do not offer direct or indirect financing in connection with Your purchase or operation of the Express Employment Professionals Business, or for any other items. We do not guarantee Your notes, lease, or other obligations.

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

**Except as listed below, We are not required to provide You with any assistance.**

### **A. PRE-OPENING OBLIGATIONS**

We are required by the Franchise Agreement to provide certain assistance and service to You. Before You open Your Express Employment Professionals Business:

1. We do not assist You in (i) locating Your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises. You must identify a location suitable for interviewing associates and candidates and for meeting the general public and clients. (Franchise Agreement, Section 5.1(b)(ii)).

2. We will provide You with initial training. For further details, please see the disclosure under the subheading, "Training," below. (Franchise Agreement, Section 4.1(a).) All hiring decisions and conditions of employment are Your sole responsibility.

3. We will provide You a list of Our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open Your Franchise in The Manual or otherwise in writing. We do not provide these items directly, with the exception of system software and opening inventory of necessary documents for your operation; We only provide the names of approved suppliers. (Franchise Agreement, Section 5.1(f)). We do not deliver or install these items, with the exception of the configuration of the Required Software which must be done by Our technical support staff, for which We will not charge You any fee.

4. We will arrange for insurance coverage for the associates as set out in The Manual, except if You are an Opt-out Franchisee, You will be responsible for arranging the



Workers' Compensation Insurance. (Franchise Agreement, Section 4.1(b); Payroll Addendum, Section 1.1.)

5. We will provide The Manual, materials and sales programs that will assist in the operation of Your Franchise. For further details, please see the disclosure under the subheading, "Manual," below. (Franchise Agreement, Section 4.1(c).)

6. We will provide guidance in setting up procedures and records for the operation of Your Franchise and supply any forms necessary for reporting to Us. (Franchise Agreement, Section 4.1(d).)

7. We will provide You a suggested interior layout and design for use by You in establishing Your new Franchise. We provide specifications for all required workstations, servers, printer and network peripherals, and approved signage. (Franchise Agreement, Section 4.1(e).)

We are not required by the Franchise Agreement to furnish any other service or assistance to You before the opening of Your Express Employment Professionals Business.

## **B. CONTINUING OBLIGATIONS**

We are required by the Franchise Agreement to provide certain assistance and service to You. During the operation of Your Express Employment Professionals Business:

1. Although it is our intent and practice to refine and develop services that You will offer to Your customers, the franchise agreement does not obligate us to do so.

2. We will administer all accounting and bookkeeping records concerning payrolls, billings, accounts receivable and payroll taxes for Associates, except if You are an Opt-out Franchisee. (Franchise Agreement, Section 4.1(f).)

3. We will continue to offer advice, guidance and assistance through correspondence, telephone, and personal instruction on all phases of the operation and promotion. We will provide a toll-free number for communications to Our Assistance Center. (Franchise Agreement, Section 4.1(g).)

4. We will, within the first 30 days of Your operation, have a qualified corporate representative visit You at Your location to assist You in Your operations. All expenses of this visit will be paid for by Us. (Franchise Agreement, Section 9.1(b).)

5. We will, at Our expense, have a qualified corporate representative visit Your location at least one more time the first year and two times each year during the term of the Franchise Agreement as needed and/or requested by You to assist in the development and promotion of Your sales and to perform other services as may be helpful to You. At Our discretion, a video or computer conference may be substituted for one of the annual visits. (Franchise Agreement, Section 9.1(c).)

6. If We approved You to operate the Direct Hire portion of Your franchise, We will conduct a required initial training program for up to 4 days for a maximum of 2 people at a location to be designated by Us to train You to operate the Direct Hire portion of Your franchise. You will pay Your own transportation, lodging, meals and incidental expenses during this training for You and/or Your designated Manager. We will pay for the cost of the training sessions. (Franchise Agreement, Section 9.2.)

7. We may provide additional training programs for You to attend at locations to be designated by Us, and at Your expense. (Franchise Agreement, Section 9.3.)

8. We will notify You of requests for service within Your Territory as We become aware of them. (Franchise Agreement, Section 4.1(i).)

9. We will provide communication regarding items of interest to You, including developments which may affect Your Franchise, industry news, etc. (Franchise Agreement, Section 4.1(m).)

10. We will indemnify and hold You harmless for losses, expenses, and claims in connection with or arising out of injury or alleged injury or personal injury to any person, or damage or alleged damage to property of others resulting from or associated with the activities of the Associates in the course of their employment, if the policies and procedures in The Manual applicable to the hiring and placement of Associates are followed by You, except if You are an Opt-out Franchisee. (Franchise Agreement, Section 4.1(n).)

11. We will forward promptly to You copies of any summons, subpoena, service of process, or notice of order of appearance in any suit or proceeding in which You are involved, and cooperate with Your attorney and insurer in any defense You may make. (Franchise Agreement, Section 4.1(o).)

12. We will abide by all municipal, county, state and federal laws, and all orders, rules, and regulations issued pursuant to those laws which in any way affect Your Express Employment Professionals Business as contemplated by the Franchise Agreement. (Franchise Agreement, Section 4.(p).)

13. We will keep The Manual, materials, and programs for each area of the Express Employment Professionals Business updated by regular review. (Franchise Agreement, Section 4.1(q).)

14. We will provide for Your use, during the term of the Franchise Agreement, proprietary software, including an Associate and candidate inventory database, the Express Selection Process (ESP) Computer Based Skills Testing and the Express Selection Process (ESP) Performance Predictor Light Industrial Testing Package. For further details, please see "Computer System and Required Software" below. (Franchise Agreement, Sections 4.1(j),(k), and (l).)

15. We will provide marketing and advertising materials and special sales campaigns and promotional programs as may be developed by Us and deemed helpful for Your Express Employment Professionals Business. (Franchise Agreement, Section 12.2.)

16. We will administer and contribute to the Express Advertising/Marketing Fund under the Franchise Agreement. Please see "Advertising" below for further details. Your required contribution to the Fund is also described in Item 6. (Franchise Agreement, Section 12.3.)

17. We establish minimum Gross Margin requirements for your accounts but otherwise have no obligation to provide you assistance in establishing pricing.

Neither the Franchise Agreement, nor any other agreement, requires Us to provide any other assistance or services to You during the operation of the Express Employment Professionals Business.

## **Advertising**

The term "**Advertising**" includes all advertising, identification and promotional materials of any kind, including print and broadcast advertisements; direct mail materials, catalogues or brochures; internet banners, advertisements or other promotional communications; press releases; business cards; and any other communications which We deem "advertising" in The Manual or otherwise.

We will provide marketing and advertising materials and special sales campaigns and promotional programs as may be developed by Us and deemed to be helpful for Your Franchise.

You may only use any advertising materials or any advertising or promotional messages in connection with the promotion of Your Franchise which We have either provided to You, or have previously been approved by Us in writing. Except for advertising materials We provide to You, You agree to submit to Us, before dissemination, any proposed advertising for Our approval. We may withhold this approval for any reason.

You and We will jointly contribute 1% of the Gross Margin to a national advertising fund denoted as the Express Advertising/Marketing Fund (the "**Fund**"). We will pay Our 40% of 1% of the Gross Margin to the Fund on a monthly basis. We will withhold 60% of the 1% of the Gross Margin from Your portion of the Gross Margin due to You and pay this directly to the Fund. This contribution is uniform for all franchisees.

During Your first 24 months of operations as a new franchisee the Fund will reimburse You for one-half of the advertising monies expended to promote the Express Employment Professionals Business up to a dollar level to be calculated quarterly as \$150.00 per quarter per 1,000 hours per week average (the "**Advertising Reimbursement**"). Example: 0-1,000 hours = \$150.00, 1,001-2,000 hours = \$300.00, 2,001-3,000 hours = \$450.00, etc. If You do not file a claim with the Fund for reimbursement within 60 days after the end of any quarter, You waive any right You have for Advertising Reimbursement from the Fund for that quarter.

Although not required under the Franchise Agreement, we recommend that, before the opening and during Your first 30 days of operation of Your Express Employment Professionals Business, You conduct a grand opening advertising program in Your local market.

We will direct all advertising programs with sole discretion over the creative concepts, materials and media used in the programs. The Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the franchise. In administering the Fund, We and Our designees undertake no obligation to make expenditures for You which are equivalent or proportionate to Your contribution, or in Your Territory. The source of advertising may be an in-house advertising department or national or regional agency. Media coverage may be local or national. If not all amounts are spent during a particular year, they will be carried forward into the next year.

The Fund and all earnings shall be used exclusively to provide the Advertising Reimbursement and to meet any and all costs of maintaining, administering, directing and preparing advertising. All sums paid by You to the Fund shall be maintained in a separate account from Our funds and shall not be used to defray any of Our general operating expenses, except for reasonable administrative costs and overhead, if any, as We may incur in activities reasonably related to the administration or direction of the Fund and advertising

programs for You, including conducting market research, preparing marketing and advertising materials, and collecting and accounting for assessments for the Fund; and the Fund and its earnings shall not inure to Our benefit. The Fund will not be used for advertising that is principally a solicitation for the sale of Franchises.

Although We intend the Fund to be of perpetual duration, We maintain the right to terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for advertising and promotional purposes. You will have no interest in the Fund or in any of the monies held in the fund.

We currently operate 3 company-owned locations, and they are required to contribute to the Fund on the same basis upon which similarly-stated franchisees contribute to the Fund. During the last fiscal year (2023), the Fund spent 3.14% of its income on Public Relations Promotions (\$302,138), 91.65% on Media Placement (\$8,808,772), 5.21% on Advertising Production (\$500,431), and 0.00% for general and administrative expenses (\$0). Any funds not expended in the year they were collected will be carried forward to the next year and be placed in the Funds budget. You may obtain an accounting for the above Fund by submitting a request for a copy of the annual accounting to Our Chief Financial Officer. The Fund is not subject to an independent audit.

Websites (as defined below) and Social Media Accounts are considered as "advertising" under the Franchise Agreement, and are subject (among other things) to Our review and prior written approval before they may be used (as described above). As used in the Franchise Agreement, the term "**Website**" means a group of related documents that can be accessed through a common Internet address. The term Website includes, but is not limited to, Internet and World Wide Web home pages. In connection with any Website or Social Media Account, the Franchise Agreement provides that You may not establish a Website or Social Media Account, nor may You offer, promote, or sell any products or services, or make any use of the Proprietary Marks, through the Internet without Our prior written approval. As a condition to granting any such consent, We will have the right to establish any requirement that We deem appropriate, including among other things a requirement that Your only presence on the Internet will be through one or more web-pages that We establish on Our website.

We do not have a franchisee advertising council.

### **Computer System and Required Software**

We will have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Express Employment Professionals Businesses, including: (a) front office, back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at offices, between or among offices, and between and among You and Us; (b) physical, electronic, and other security systems; (c) printers and other peripheral devices; (d) archival back-up systems; and (e) internet access mode (e.g., form of telecommunications connection) and speed (collectively, the "**Computer System**").

We will have the right, but not the obligation, to develop or have developed for it, or to designate: (a) computer software programs and accounting system software that franchisees must use in connection with the Computer System ("**Required Software**"), which We will install; (b) updates, supplements, modifications, or enhancements to the Required Software, which We will install; (c) the tangible media upon which You will record data; and (d) the database file structure of Your Computer System.

You must install and use the Computer System and Required Software. You will make available appropriate resources and/or make available time to facilitate the upgrades and other changes to the Computer System and Required Software as We may reasonably request in writing (collectively, "**Computer System Upgrades**"). Upgrades to the Computer System and Required Software will be based on technological advances and Our business needs. You will be required to maintain a manufacturer's maintenance agreement on the Computer System while the Computer System is in service. You will comply with all specifications issued by Us with respect to the Computer System and the Required Software, and with respect to Computer System Upgrades. You will also afford Us unimpeded access to Your Computer System and Required Software as We may request, in the manner, form, and at the times requested by Us.

Except as described above, the Computer System and Required Software are not proprietary to Us. We are the approved supplier of the Computer System. You are required to purchase the Computer System through Us. We may, in Our sole discretion, provide financing. For further details on financing, please see Item 10.

You must install, maintain, and at all times operate the Computer System and Required Software that We may specify in The Manual or otherwise in writing, which specifications We may periodically change. The following is a general description of the current configuration of the Computer System and the Required Software. You will find more detailed specifications in Our Manual.

#### Computer System

- 5 workstations (2 for testing/self-service) (Expanded Model – up to 7 workstations)
- Standard dual monitors for all workstations except testing
- 1 printer (can be an approved and tested MFP-copy/fax/scan)
- 1 check printer
- 1 battery backup (UPS) (must replace as determined by Us)
- Express Data Network (EDN) hardware; Internet Circuit, Firewall, and Network Switching equipment

#### SRG Computer System

- 4 workstations (Laptops/Desktops)
- 1 printer (may be used to print checks)
- 1 battery backup (UPS) (must replace as determined by Us)
- Express Data Network (EDN) hardware; Internet Circuit, Firewall, and Network Switching equipment

#### Required Software

- MS Windows (for workstation)
- MS Office Suite
- Chrome Browser
- Edge Browser
- VPN
- Bomgar (Remote Support Software)
- Acrobat Reader DC

- Server data backup software
- Microsoft Defender
- Microsoft InTune
- Our Developed or Designated software, including:
  - QUEST (Quality Utilizing Express Systems Technology) - (an Associate and candidate inventory database for matching a client's needs with the skill level of available Associates and full-time candidates) – Current Version;
  - The Express approved software list for front office franchise operations.
  - Express Selection Process Clerical Testing and Training Program (ESP) by eSkill (consisting of a computerized interactive process for computer software skills assessment);

eSkill is located at 73 Technology Drive, Suite 213, North Chelmsford, Massachusetts 01863, telephone: (866) 537-5455.

All configuration of the Required Software must be done by Our technical support staff at no charge to You. We, or a third party retained by Us, will provide some or all of the service and support of the Computer System, the Required Software, and the network of the franchise system. You are required to pay an internet circuit charge, which currently is \$385 per month for EDN Communications Monthly Recurring Charges. In addition, You are required to pay for the maintenance of the ESP Testing Program, which currently is \$41.67/month; Computer System and Required Software Cloud Compute Fee - \$210.00/month; User - \$49.50/month/user; Test Workstation - \$8.28/month/workstation (subject to change upon contract renewal).

We may, from time-to-time, specify in the Franchise Agreement, The Manual or otherwise in writing the information that You will collect and maintain on the Computer System installed at the Franchise, and You will provide to Us such reports as We may reasonably request from the data so collected and maintained. You will abide by all applicable data protection laws. All data pertaining to the Franchise, and all data created or collected by You in connection with the system, or in connection with Your operation of the Franchise (including data pertaining to or otherwise concerning the Franchise' customers and transactions) or otherwise provided by You (including data uploaded to, or downloaded from Your Computer System) is and will be owned exclusively by Us during the term of, and following termination or expiration of, the Franchise Agreement, and We will have the right to access and use such data in any legally permissible manner that We deem appropriate without compensation to You. There are no contractual limitations on our access to this information. Copies and/or originals of such data must be provided to Us upon Our request. We will license use of such data back to You, at no additional cost, solely for the term of the Franchise Agreement and solely for Your use in connection with the Franchise.

### Intranet

You must comply with Our requirements (as set forth in The Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between Your Computer System and Our Intranet and/or such other computer systems as We may reasonably require. The term "**Intranet**" means a private network based upon Internet protocols that will allow users inside and outside of Our headquarters to access certain parts of Our computer network via the Internet.

We may establish an Intranet (but are not required to do so or to maintain an Intranet). If We do establish an Intranet, then You will comply with Our requirements (as set

forth in The Manual or otherwise in writing) with respect to connecting to the Intranet, and utilizing the Intranet in connection with the operation of the Franchise. The Intranet may include, without limitation, The Manual, training or other assistance materials, and management reporting solutions (both upstream and downstream, as We may direct). You will purchase and maintain such computer software and hardware (including telecommunications capacity) as may be required to connect to and utilize the Intranet.

### **Opening**

The location of Your Express Employment Professionals Business will be specified in the Franchise Agreement. You must begin operation of Your Franchise within 180 days from the date of the Franchise Agreement, unless a written extension is granted by Us. Factors which may affect the time period between signing the Franchise Agreement and opening the Express Employment Professionals Business include Your ability to negotiate a lease, secure financing, obtain necessary permits and licenses, and obtain fixtures, equipment and supplies.

### **Training**

We will provide, and You must attend, an initial training program of up to 1 week in Oklahoma City, OK or virtually, as we may determine in Our discretion, and 2 weeks in Your Franchise office (or virtually or at a designated site for field training as we may determine), during which We will train You to operate the Express Employment Professionals Business. The training program is held approximately 3 weeks before Your Franchise opens. We will pay the cost of transportation and lodging while You are in attendance at the classroom training in Oklahoma City, Oklahoma for a maximum of 2 people. If You only have one person attend, then You can use the remaining free training slot within 12 months. Meals, incidental expenses, and any changes made to transportation plans are Your responsibility. Procedures for booking flights to training for new franchisees and their staff are as prescribed in The Manual.

At the time You and Our Developer deem You are ready We will conduct a required initial training program for up to 4 days for a maximum of 2 people virtually or at a location to be designated by Us, as we may determine in Our discretion, to train You to operate the Direct Hire portion of Your Express Employment Professionals Business. You will pay Your own transportation, lodging, meals and incidental expenses during this training for You and/or Your designated Manager. We will pay for the cost of the training sessions.

If You exercise Your option to operate under the SRG brand, You or Your SRG team lead must attend the SRG training program virtually or at a location determined by Us, as we may determine in Our discretion, plus additional ongoing online trainings. You will be responsible for Your and Your employees' transportation, lodging, meals and incidental expenses incurred while attending these training sessions.

We may provide additional training programs for You to attend at the annual International Leadership Conference, at locations to be designated by Us, and at Your expense. You must attend the annual International Leadership Conference each year at locations designated by Us, and at Your own expense. When and if a spouse or adult child assumes the duties of operating or taking part in the operation of the Franchise, the spouse or adult child must agree to attend the next regularly scheduled training class provided by Us. All expenses with relation to training shall be borne by the spouse or adult child.

You shall not be required to attend, and We shall not be required to provide, additional training for operation of the Branch Office or Recruiting Station, but You will be responsible to train Your employees for the operation of the Branch Office or Recruiting Station.

The Express Employment Professionals training programs cover critical aspects of the operation of a Temporary Staffing and Direct Hire business, including financial controls, sales and phone sales, maintenance of quality standards, merchandising and advertising, and owner's administration.

Our training program is conducted under the supervision and direction of the following employees:

Diana Scott, Vice President of Express University, supervises training for new franchisees, franchise staff members, regional representatives and regional developers. From 2001 to December 2021, Ms. Scott was Our Online Learning Development Director. Before joining Us in 2001, she was a Personnel Consultant for Our Franchisee in the Oklahoma City, Oklahoma market. Prior to that, she worked for Olsten Staffing Services in Oklahoma City, Oklahoma. She has an extensive background in the areas of operations, sales, and leadership within the organization. Ms. Scott holds the Certified Staffing Professional (CSP) certification sanctioned by the American Staffing Association. She has a Masters' in Management from Southern Nazarene University.

Suzy Gammill, Director of Live Learning, is responsible for training new franchisees, franchise staff members, regional representatives and regional developers. Ms. Gammill holds the Certified Staffing Professional (CSP) certification sanctioned by the American Staffing Association, the Certified Professional in Talent Development (CPTD) certified by the Association for Talent Development, and has a BS in Business Management with her focus being Personnel Management. Before joining Us in 1999, Ms. Gammill was a Regional Manager for Our Franchisee in the Oklahoma City, Oklahoma market where she led 13 offices, opening 6 of them in Oklahoma, Kansas and Texas. She has an extensive background in all aspects of the personnel business from inside sales to outside sales.

Brandon Stewart, Learning and Development Professional, is responsible for training new franchisees, franchise staff members, regional representatives and regional developers. Mr. Stewart is a certified Virtual Trainer & Facilitator from the Associate of Talen Development. Mr. Stewart has worked in the staffing industry for nearly a decade serving in different capacities related to sales, recruiting, and management. He brings a unique industry perspective that started at a publicly-traded IT staffing agency. Before joining Us in February, 2022, Mr. Stewart was a recruiter in the Professional Division of Our Franchisee in Oklahoma City, Oklahoma for four years was then promoted to Division Manager of Accounting & Finance.

Amanda Meeks, Learning and Development Professional, is responsible for training new franchisees, franchise staff members, regional representatives, and regional developers. Ms. Meeks graduated with an MBA from Oklahoma State University. Prior to joining Us. Ms. Meeks was a Staffing Consultant for our Franchisee in the Oklahoma City, Oklahoma market. She moved into professional staffing as a generalist recruiter and then into professional placement in the accounting/finance niche. Ms. Meeks primary focus is on training direct hire and professional staffing. Ms. Meeks joined Us as Training Director in 2021.



Below are the Training Agenda and Training Program:

**TRAINING AGENDA**

**TEMPORARY STAFFING**

Up to 3 weeks

- Inside Sales
- Outside Sales
- Business Management
- On the job training

**DIRECT HIRE**

Up to 4 days

**TRAINING PROGRAM – Traditional Model**

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
<b>TRAINING AGENDA</b>			
<b>Inside Sales</b>	16	30-31	Oklahoma City, OK; Your office; virtually; or other designated site for field training.
<b>Outside Sales</b>	16	30-31	Oklahoma City, OK; Your office; virtually; or other designated site for field training.
<b>Business Management</b>	8	8	Oklahoma City, OK; Your office; virtually; or other designated site for field training.

**TRAINING PROGRAM – SRG Model and Direct Hire Services**

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
<b>TRAINING AGENDA</b>			
<b>Inside Sales</b>	16	30-31	Oklahoma City, OK; Your Office; virtually; or other designated site for field training.
<b>Outside Sales</b>	12	22-23	Oklahoma City, OK; Your Office; virtually; or other designated site for field training.
<b>Direct Hire Services</b>	4	8	Oklahoma City, OK; Your Office; virtually; or other designated site for field training.

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
<b>Business Management</b>	8	8	Oklahoma City, OK; Your Office; virtually; or other designated site for field training.

The instructional materials/methods utilized are a combination of live instruction, on-line learning, roll play, various handout materials, and on-the-job training.

**Manual**

You agree to operate the Express Employment Professionals Business in strict compliance with the systems, procedures, methods, policies and requirements prescribed in The Manual. We will make available to You one copy of The Manual. Upon the expiration or termination of the Agreement, You must return The Manual to Us. The Manual, as revised, will remain Our property at all times. You agree to ensure that Your copy of The Manual is current and up to date. The term "Manual" shall mean all manuals, guides, policies, procedures, and written communications and directives from Us related to Your franchise and includes but is not limited to the following:

- The Expressway Manual – A handbook that provides You with step-by-step instructions and checklists to opening Your new office from the time You sign the Agreement through the first week You actually open Your office.
- The Sales and Operating Manual – A manual that contains Our policies and procedures about the three key elements of the Express system, including information about how to sell, recruit and service clients to operate an Express Employment Professionals Business.
- The Owner’s Only Manual - Details key Express administrative policies and provides detailed information about operating an Express Employment Professionals Business.
- The Brand Guide

We may utilize bulletins, notices, newsletters and other forms of communication to You. Whether or not formally made a part of The Manual, such communications shall be treated as though they were part of The Manual, and shall operate to express Our instructions and requirements.

We may merge components, add additional components or otherwise revise The Manual as We deem appropriate.

To meet unpredictable changes in the conditions under which We operate, including technological, demographic, economic and competitive, it may be necessary to make changes to the system. Those changes will be reflected in changes to The Manual. We reserve the right to make changes, by additions, deletions, or revisions. You agree that The Manual, as so revised, will be equally binding as The Manual as it exists on the date of execution of this Agreement.

You and Your employees will treat The Manual and the information contained in it as confidential, and use all reasonable efforts to preserve that confidentiality.

The table of contents of Our current Manual is attached to this Disclosure Document as Exhibit H.

## **ITEM 12** **TERRITORY**

Your Territory will be specified in the Franchise Agreement and will have a minimum of 30,000 jobs based on results from GbBIS, a division of Intelligent Direct Inc. A copy of the GbBis report will be attached to Your Franchise Agreement with Us.

You must have an office in Your Territory. You may relocate Your office so long as the new location is within Your Territory. In the event of relocation, Your Territory will remain unchanged.

With the exception of Direct Hire Services and the potential reversion of the SRG Services rights to Us, under the Franchise Agreement, You are granted an exclusive territory. As a result of the potential reversion or termination of the SRG Services rights and/or other franchisee's Direct Hire Services, You could face competition from Us or other franchisees. However, You are granted certain territorial protections as described in this Item.

As long as You perform Your duties under the Franchise Agreement, are not in default under the Franchise Agreement, and have maintained Your offices as required, We will not establish, except as otherwise described below, other third-party franchises or company-owned outlets selling or leasing the same products or services under the same or different trade name(s) or trademark(s) in Your Territory during the term of the Franchise Agreement.

Except as described below, We will refer all leads and inquiries for personnel services that We receive from client business locations within Your Territory to You, whether through Internet, telephone or otherwise. You must only send Associates to client business locations within Your Territory. You must not send Associates to a client business location in another Franchisee's granted territory even if the client is located within Your Territory. If You violate these restrictions, We may charge You a special fee, as specified in The Manual, as liquidated damages. All clients serviced by You will be Our clients and not Yours. With Our written approval, You may send Associates to a client's business location in a territory that has not been granted to another Franchisee (an open territory). Sending Associates to a client business location in an open territory does not give You any rights to operate in the open territory, except as specifically approved. If You provide Associates to a client business location in an open territory that is subsequently sold to an Express franchisee, You may continue servicing that client for up to one year from the date in which the other franchisee opens its Franchise in the formerly open territory, during which time You will introduce the new Franchisee to the client. At the end of one year You will (a) relinquish the client business location to the other franchisee who acquired the open territory, (b) notify the client that further requests for Associates should be directed to the new Franchisee and, (c) You will be required to coordinate the transfer of the Associates at the client business location to the new Franchisee in such a manner as to minimize the impact of the transfer on the client business location. Your failure to comply with these requirements constitutes a default under the Franchise Agreement, and We will have the rights specified in the Franchise Agreement, including the right to charge You a special fee, as specified in The Manual, as liquidated damages.

You must not market or sell to potential clients located outside Your Territory without Our written approval. You may advertise using methods that are generally circulated or broadcast throughout Your Territory and that extend beyond Your Territory, such as, but not limited to magazine or newspaper advertisements, use of mail zones, or radio or television broadcasts, so long as such advertisements or broadcasts are not specifically targeted to primarily reach areas or clients outside of Your Territory. You must not establish or operate a business under the Proprietary Marks in a different or additional territory, unless We grant You an additional Franchise, or We amend the Franchise Agreement.

We may, in our discretion, agree with You to amend the Franchise Agreement to permit You to establish and operate a Franchise in a different or additional territory, Our approval is subject to the following: (a) You must obtain Our approval of Your Expansion Application (as provided for in The Manual) to the Vice President of Franchising; (b) You must be in the Circle of Excellence the year prior to Your request or You are on track to achieve Circle of Excellence during the year of Your request to open an additional franchise territory; (c) We are not in receipt of Your non-renewal notice; and (d) You must adhere to the transfer of ownership requirements set forth in the Franchise Agreement.

You will only have the right to operate the Franchise subject to the terms and conditions of the Franchise Agreement. We specifically reserve all other rights, now and in the future, to Ourselves and Our affiliates, including:

- (1) To establish franchised or company-owned outlets, under the Proprietary Marks or otherwise, outside Your Territory.
- (2) To establish franchised or company-owned outlets, within Your Territory, so long as the services being provided are not personnel placement services, but are other services (such as recordkeeping, payroll services or accounting); or to enter into other arrangements with third parties in order to provide such services.
- (3) To establish franchised or company-owned businesses, within the boundary line of Your Territory, using the Proprietary Marks or otherwise, that provide Temporary Staffing Services and Direct Hire Services, in each case, for Professionals; provided, however, that We will establish or franchise a business using the Proprietary Marks or otherwise, that provides Temporary Staffing Services and Direct Hire Services for Professionals only if You do not timely exercise Your rights to the SRG Services within the SRG Option Period, or fail to meet the SRG Services performance requirements set forth in the franchise agreement, or otherwise notify Us in writing of Your waiver of Your right to perform the SRG Services.
- (4) Within or outside Your Territory, to develop additional or different personnel placement services, or to develop an application of personnel placement services for particular categories of clients, and incorporate such services or such applications into the Express Employment Professionals business being granted to You by the Franchise Agreement, subject to the terms and conditions which are made applicable to those new services or applications at the time of their introduction; or to develop a new franchise or license for such new service; provided, however, that We will not offer to issue said franchise or license within Your Territory unless We have previously offered it to You and You have rejected it; or not accepted it within 90 days of Our offer.

- (5) To purchase, merge, acquire or be acquired by an existing personnel service or any other business, and to operate, franchise or license those businesses outside Your Territory operating under the Proprietary Marks or any other marks following the purchase, merger, acquisition or affiliation.
- (6) To negotiate national contracts with certain customers. If We do, and You participate in these programs, You will be required to charge such customers in accordance with the rates set forth in those contracts.

We may periodically adjust and modify the Your Territory, as We reasonably determine to be necessary or appropriate, in order to more properly or more accurately describe the boundaries or area; correct inaccuracies or discrepancies in boundaries; conform the boundaries to areas that We identified as within Your Territory at the time of signing Your Franchise Agreement; or clarify, correct, or better describe the boundary line or area based on physical, political, or topographical characteristics, including changes to those characteristics that may occur at any time after You execute the Franchise Agreement. Adjustments may result in a reduction of the area comprising Your Territory, but Your Territory will have, following the adjustment, a minimum of 30,000 jobs. Any adjustment will be effective immediately when We give You written notice describing the adjusted Territory.

You do not have the right to establish additional Franchises and You will not receive any options, rights of first refusal, or similar rights to acquire additional Franchises.

Neither We, nor any of Our affiliates, operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those You will offer. However, the Franchise Agreement does not prohibit Us from doing so.

### **Minimum Performance Standards**

Your failure to meet the Minimum Performance Standards in subsections (a) or (b) below for two or more consecutive quarters or as set forth in subsection (c) below for any two or more calendar quarters in any 12-month period will, at Our option, constitute a default under the Franchise Agreement, for which We can terminate the Franchise Agreement. We will notify You in writing of the occurrence of any event of default based on Your failure to meet the Minimum Performance Standards, which are as follows:

- a. Open more than 12 months but less than 24 months: a combined total of Gross Margin and Gross Receipts of at least \$50,000 per fiscal quarter provided however, You must have a minimum Gross Margin of \$41,500.
- b. Open more than 24 months but less than 36 months: a combined total of Gross Margin and Gross Receipts of at least \$70,000 per fiscal quarter provided however, You must have a minimum Gross Margin of \$58,100.
- c. Open more than 36 months: a combined total of Gross Margin and Gross Receipts of at least \$118,750 per fiscal quarter provided however, You must have a minimum Gross Margin of \$98,750.



We may increase or change the Minimum Performance Standards at any time in Our discretion, but We may not increase the minimum Gross Margin during any 12-month period by more than the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, 1982-84=100.



In addition, once You have exercised Your right to perform the SRG Services, You must be consistently averaging a minimum of \$10,000 in Gross Margin weekly solely attributable to Your SRG Services no later than 24 months following Your entry into the then-current SRG Services training system. If You do not maintain the minimum Gross Margin, We may terminate all rights to the SRG Services portion of Your Franchise. Thereafter, We will have the right to perform or re-sell to a third party the SRG Services within Your Territory without compensation to You.

Except as described above, continuation of Your Territorial protections do not depend on achieving a certain sales volume, market penetration or other contingency, and, except as described above, Your Territory may not be altered.

### **ITEM 13** **TRADEMARKS**

Under the Franchise Agreement, We grant You the right to use Proprietary Marks within Your Territory. As disclosed in Item 1, Our affiliate, Alamo, is the owner of the Proprietary Marks. Alamo has registered or applied to register the Proprietary Marks on the Principal Register of the United States Patent and Trademark Office ("**USPTO**"), including the principal marks described in the chart below:

<b>TRADEMARK</b>	<b>Registration Number</b>	<b>Registration Date</b>
EXPRESS	1647022	06-04-91
EXPRESS EMPLOYMENT PROFESSIONALS (Block Letters)	3521806	10-21-08
STYLIZED "X"	3517960	10-14-08
RESPECTING PEOPLE. IMPACTING BUSINESS. (Tag Line)	3513595	10-07-08
EXPRESS with stylized "X"	3886624	12-07-10
EXPRESS EMPLOYMENT PROFESSIONALS with stylized "X"	3890464	12-14-10
 SPECIALIZED RECRUITING GROUP (AND DESIGN) - b&w	6853169	09-20-22
 SPECIALIZED RECRUITING GROUP (AND DESIGN) - b&w	6809739	08-02-22

TRADEMARK	Registration Number	Registration Date
 Specialized Recruiting Group An Express Employment Professionals Company (And Design)	6809614	08-02-22)
Specialized Recruiting Group An Express Employment Professionals Company	6809613	08-02-22
 SPECIALIZED RECRUITING GROUP AN EXPRESS EMPLOYMENT PROFESSIONALS COMPANY (AND DESIGN) - color	6809619	08-02-22

Alamo does not have federal registrations for certain principal marks. Therefore, these principal marks do not have many legal benefits and rights as 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.

Alamo has timely filed, or intends to timely file, with the USPTO all required affidavits of use and renewal applications, when due, for the Proprietary Marks. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceeding, or any pending material litigation, involving the Proprietary Marks.

Through a license agreement with Alamo (the "**TM Agreement**"), We hold an exclusive license to use, and to license others to use, the Proprietary Marks in the manner contemplated by the Franchise Agreement. The TM Agreement has a term of one year, and will be automatically renewed for continuous and consecutive one-year terms, so long as We comply with all of the terms and conditions of the TM Agreement. Alamo and We do not intend to terminate the TM Agreement, unless the Proprietary Marks are transferred to Us or one of Our affiliates with whom We will enter into a trademark license agreement. Other than the TM Agreement, there is no agreement in effect which significantly limits Our rights to use or license the Proprietary Marks in any state in a manner material to the franchisee, and We know of no superior rights or infringing uses that could materially affect Your use of the Proprietary Marks in any state.

Your right to use the Proprietary Marks is limited to the uses that are authorized under the Franchise Agreement, and any unauthorized use of the Proprietary Marks will infringe upon Our rights.

1. You will not register or attempt to register any part of them as any part of Your company or corporate name, or that of any other person, firm or corporation.
2. You will use the Proprietary Marks only for the operation of the Franchise and, except as explicitly permitted by Us in writing, only in connection with offices located within Your Territory.
3. You will not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Us.
4. You will comply with Our instructions in filing and maintaining any requisite trade name or fictitious name registrations, and will execute any documents deemed necessary by Us to obtain protection for the Proprietary Marks or maintain their continued validity and enforceability.
5. If You secure any rights whatever, in any jurisdiction, to any Proprietary Mark, You will immediately notify Us and, upon written request, will immediately assign all Your right, title and interest thereto to Us.
6. You will affix the Proprietary Marks on the office, signs, stationery, advertising, sales/promotional material and other items in the fashion We designate in The Manual or otherwise. You will display the Proprietary Marks, trade names and trademarks, insignia, logos, slogans and service marks pursuant to the requirements set forth in The Manual. You may not use any trade names and trademarks, insignia, logos, slogans or service marks, other than the Proprietary Marks, in connection with Your Franchise without Our advance written approval.

Use of the trade names or trademarks pursuant to this Agreement does not give You any ownership interest or other interest in or to the trade names or trademarks, except the nonexclusive franchise granted. The right and license of the Proprietary Marks granted hereunder to You is non-exclusive, and We thus have and retain the rights, among others:

1. To use the Proprietary Marks in connection with selling products and services;
2. To grant other franchises for the trade names and trademarks, in addition to those already granted to existing franchisees;
3. To require You sign any certificate, consent, release or other instrument that may be necessary or desirable for Us or any of Our franchisees to utilize the Proprietary Marks, or any other names, trade names and trademarks, insignia, logos, slogans and service marks that was furnished or approved by Us for the operation of offices outside Your Territory; and
4. To control and approve Your domain names, URLs, and electronic addresses.

You will promptly notify Us of any unauthorized use of the Proprietary Marks or marks that may be similar or infringing, as well as any challenge to the Proprietary Marks. You acknowledge that We have the sole right to direct and control any administrative proceedings or litigation involving the ownership or validity of the Proprietary rights, including any settlement thereof. Pursuant to the Franchise Agreement, We have the right, but not the



obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. If We undertake the defense or prosecution of any litigation relating to the Proprietary Marks, You will agree to execute any and all documents and to do such acts and things as may, in Our opinion, be necessary to carry out such defense or prosecution, including becoming a nominal party to any legal action.

We reserve the right, under the terms of the Franchise Agreement, to discontinue any of the Proprietary Marks or substitute different proprietary marks for use in identifying the Express Employment Professionals business at Our sole discretion.

## **ITEM 14** **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

### **Patents**

There are no current patents or pending patents that are material to the operation of Your Express Employment Professionals Business.

### **Copyrights**

We claim copyright protection covering various materials used in Our business and the development and operation of Express Employment Professionals Businesses, including The Manual, advertising and promotional materials, and similar materials. We have not registered these materials with the United States Registrar of Copyrights and are not required to do so in order to claim copyright protection.

There are no currently effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits Our rights to use or allow franchisees to use the copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect Your use of the copyrighted materials. Neither the Franchise Agreement nor any other agreement requires Us to protect or defend Our copyrights or to indemnify You for any expenses or damages You incur in any judicial or administrative proceedings involving the copyrighted materials. No provision in the Franchise Agreement requires You to notify Us of claims by others of rights to, or infringements of, the copyrighted materials. Pursuant to the Franchise Agreement, and if We require, You must immediately comply with Our request to modify or discontinue using the copyrighted materials. Neither We nor Our affiliates will have any obligation to reimburse You for any expenditures You make because of any discontinuance or modification.

### **Confidential Information**

Except for the purpose of operating the Express Employment Professionals Business under the Franchise Agreement, You may never (during Franchise Agreement's term or later) communicate, disclose, or use for any person's benefit any of The Manual, methods, standards, procedures, policies, techniques, materials, know-how, research, training programs, client lists, associate lists, applicant lists, financial information, and all other trade secrets and confidential information concerning the operation of the Express Employment Professionals Business that may be communicated to You or that You may learn by virtue of Your operation of an Express Employment Professionals Business (the "**Confidential Information**"). Confidential Information also includes the Express Services Data.

You may divulge confidential information only to those of Your employees who must have access to it in order to operate the Express Employment Professionals Business, and have been instructed in proper procedures for safeguarding confidential material.

## **Manual**

In order to protect Our reputation and goodwill and to maintain high standards of operation under Our Proprietary Marks, You must conduct Your business in accordance with the Manual. We will make available to You one copy of Our Manual for the term of the Franchise Agreement.

You must always treat in a confidential manner The Manual, any other manuals We create (or that We approve) for use with the Express Employment Professionals Business, and the information contained in The Manual. You must use best efforts to maintain this information as secret and confidential. You may not copy, duplicate, record, or otherwise reproduce The Manual and the related materials, in whole or in part (except for the parts of The Manual that are meant for You to copy, which We will clearly mark as such), nor may You otherwise let any unauthorized person have access to these materials. The Manual will always be Our sole property.

We reserve the right to make changes, by additions, deletions, or revisions, to reflect the changes, among others, in the System or federal or state law requirements. You agree that The Manual, as so revised, will be equally binding as The Manual as it exists on the date of execution of the Franchise Agreement. You will ensure that Your copy of The Manual is current and up to date. If there is ever a dispute as to the contents of The Manual, Our master copy of The Manual (maintained at Our home office) will be controlling.

## **Refinements**

Any improvements, enhancements, advertising or public relations programs, marks, domain names, inventions or modifications developed or adopted by You during the term of this Agreement ("**Refinements**," ) even if not authorized by Us, which relate in any way to the operation of the system, will be Our exclusive property, and You disclaim any right, title or interest therein. Further, You will immediately disclose to Us any Refinements developed or adopted by You. If We, at Our sole discretion and expense, elect to file for a copyright, domain name registration or similar protection relating to any such Refinements, You will execute such documents and provide Us with such information as We may reasonably request in order to perfect such a filing.

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

You will develop and manage Your business and implement Our programs within Your Territory. You (or the principal member, shareholder, or stockholder if a corporation, LLC, or partnership) must actively be involved in the day-to-day operation of the business. You agree to employ at all times a staff of employees in compliance with Our minimum staffing requirements as contained in The Manual as revised and updated. Currently, The Manual requires a minimum of three internal staff members: a Sales Representative, a Staffing Consultant, and a Front Office Coordinator.

You agree to comply with the credit policies as contained in The Manual, as revised and updated.

You must attend, or designate someone from Your Express Employment Professionals Business to attend (virtually or in person, as we may determine in Our discretion), the initial training program for Express Employment Professionals held by Us in Oklahoma City, Oklahoma, and provide initial Continuing Education Training in the Express Employment Professionals systems, procedures and methods of business operations to Your permanent staff personnel utilizing Our standard training procedures in The Manual, as it may be updated, supplemented and revised. When You are ready to operate the Direct Hire portion of Your Express Employment Professionals Business, You must attend, or designate someone from Your Express Employment Professionals Business to attend (virtually or in person, as we may determine in Our discretion), the training session for Direct Hire to be held at a location designated by Us. If You exercise Your option to operate under the SRG brand, You or Your SRG team lead must attend (virtually or in person, as we may determine in Our discretion) the SRG training class for a minimum of two (2) days at a location determined by Us, plus additional ongoing online trainings. When You open the Branch Office or Recruiting Station, You have the responsibility to train Your employees for the operation of the Branch Office or Recruiting Station.

You will assist Us to protect Our name, reputation, image, and goodwill by requiring any individual employed in Your office to demonstrate a level of competence and proper implementation of the operating systems and procedures for their particular position.

You must attend the annual International Leadership Conference each year at locations designated by Us, and at Your own expense.

If You are a corporation or other business entity, anyone who owns an interest in the entity must personally guarantee the performance of all of Your obligations under the Franchise Agreement and agree to be personally liable for Your breach of the Franchise Agreement by signing the "Guaranty" attached to the Franchise Agreement.

We do not require Your employees to sign a confidentiality or non-compete agreement, or otherwise require that You impose restrictions on Your employees.

#### **ITEM 16** **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

To ensure that optimal quality and service is maintained, You must operate the Express Employment Professionals Business in accordance with the methods, standards, and specifications as We may prescribe in The Manual or otherwise in writing.

At all times during the term of the Franchise Agreement, You must:

- only offer or conduct services authorized by the Franchise Agreement;
- offer and conduct all services required to be offered or provided under the Franchise Agreement;
- develop, in good faith, all of Our services to the greatest extent possible. You agree to solicit available firms within Your Territory and furnish them with qualified Associates on Our payroll as orders from firms are received and as We may direct. You also agree to

furnish to Us all necessary billing information, sales, use, franchise, and other similar tax information (including the type of services provided by the Associates, the location (including the state, county, and city) at which the services are provided, the relevant tax authority, and a detailed calculation of the applicable sales, use, franchise, or other tax), and payroll information. You additionally agree to maintain records as may be required and directed by Us on forms provided by Us for those and other purposes;

- use the forms, stationery, business cards, advertising matter, signage, brochures and supplies of a size, color, material, typestyle, layout, and quality approved by Us, now required by Us or as they may be revised or amended by Us;

- make all sales of Associates in the name of Express Employment Professionals, and refrain from placing You or any of Your regular internal staff members on Our payroll;

- assist in collection of unpaid accounts (including unpaid sales, use, franchise and other similar taxes) in conformity with Our procedures and as We may direct;

- advertise, recruit, screen, test, interview, indoctrinate and dispatch Associates in conformity with the standards established by Us without regard to race, color, religion, sex, national origin, age, physical handicap, and to hire these Associates on Our payroll at an hourly rate of pay which will average an amount less than the hourly amount charged to the customer. We will provide guidance to You with regards to the rates You charge to federal, state and local customers solely for the purpose of ensuring compliance with statutes, ordinances and regulations and individual solicitation requirements;

- accept only those job orders from clients which conform with standards and procedures and credit policies as outlined in The Manual, and to ensure that all clients conform to the standards and procedures and credit policies as outlined in The Manual, submit all contracts to Us for approval before entering into contracts with a client. Contracts are defined as any written agreement entered into with a client to provide Associates other than through the use of Our standard time cards or Our standard Staffing Agreement. Any deviation from this procedure must be approved in advance in writing by Us. You agree not to accept, directly or indirectly, any job order assignment that would violate any Federal, State or local wage and hour law, the Fair Labor Standards Act, or which might endanger an employee's health, safety or physical well-being, or provide employees to a client whose own employees are engaging in a strike or other lawful work stoppage. You will not engage in employee leasing unless allowed under Your state law and with Our prior written approval;

- conduct comparative shopping of competitors' pay rates and bill rates under Our direction as provided for in the Franchise Agreement; and

- make timely responses and attend related hearings on all unemployment compensation claims against Us arising out of the Franchise Agreement where We have a defense to the claims, and advise Us promptly of the assertion and of any pertinent information of a claim. You will not employ an attorney to represent Us unless expressly authorized to do so.

## **ITEM 17** **RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

### **THE FRANCHISE RELATIONSHIP**

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

Provision	Section in the Franchise Agreement	Summary
a. Length of the franchise term	Section 3.1.	Term is 5 years.
b. Renewal or extension of the term	Section 3.2.	The renewal term will be 5 years. At the end of any renewal term, You may renew for another renewal term if We grant You an additional renewal term.
c. Requirements for franchisee to renew or extend	Section 3.2.	You may apply for a renewal term by applying at least 6 months, but no more than 12 months, prior to the expiration of Your initial term or then-current renewal term. Subject to applicable laws, We may grant You a renewal term in Our sole discretion. If We elect to grant You a renewal term, We may require any or all of the following as preconditions to the renewal of Your Franchise: substantial compliance with the Franchise Agreement; satisfaction of monetary obligations; execution of then-current form of Franchise Agreement (which may contain materially different terms and conditions); completion of the re-training or refresher training; Our discretion after You make a business case presentation to Express leadership; conforming to then-current plans and specifications for new or remodeled locations; execution of a general release.

Provision	Section in the Franchise Agreement	Summary
d. Termination by franchisee	Section 15.1 and 15.2.	If the continuance of the business contemplated by the Franchise Agreement is untenable because of labor union activity; present or future legislative enactments, or regulations or interpretations; or the actions of any civil or military authority; acts of God, war, terrorism or civil disorders, or any similar circumstances, either party shall have the option to terminate upon 30 days' notice to the other party. You may also terminate before We sign the Franchise Agreement or upon Our written consent.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 15.1 and 15.3.	If the continuance of the business contemplated by the Franchise Agreement is untenable because of labor union activity; present or future legislative enactments, or regulations or interpretations; or the actions of any civil or military authority; acts of God, war, terrorism or civil disorders, or any similar circumstances, either party shall have the option to terminate upon 30 days' notice to the other party. We can also terminate upon Your default under the Franchise Agreement, bankruptcy, abandonment, and other grounds; see Section 15.3 of the Franchise Agreement. Under the U.S. Bankruptcy Code, We may be unable to terminate the agreement merely because You make a bankruptcy filing.

Provision	Section in the Franchise Agreement	Summary
g. "Cause" defined – curable defaults	Sections 15.3(b) and 15.3(c).	All defaults not specified in Sections 15.3(a).; sending Associates to client business locations in another franchisee's territory, continuing to conduct business with a client account We have suspended, or failure to comply with law, transfer client accounts or Associates, pay amounts due to Us, submit reports to Us, acquire insurance, or comply with any other provision of the Franchise Agreement. Cure periods are either 10 days, 30 days, or a longer period if required by applicable law.
h. "Cause" defined – non-curable defaults	Sections 15.3(a).	Conviction of felony; abandonment, failure to continuously operation or closure of the <i>franchise</i> ; willful misrepresentation; failure to remit the clients' payments to Us within 24 hours of receipt or submittal of false or fictitious client or employee account; failure to comply with laws applicable to the Express Employment Professionals Business for 10 days; repetition of any cured default; transfer or assignment of the franchise in violation of the Franchise Agreement; disclosure or use Our proprietary information or trade secrets in violation of the Franchise Agreement; failure to obtain, maintain or renew any required license or permit; and bankruptcy.

Provision	Section in the Franchise Agreement	Summary
i. Franchisees obligations on expiration/termination/non-renewal	Section 16.	You must: immediately cease operation of Your franchise; pay Us any deficit within 20 days of receiving the monthly franchise accounting statement; pay all money owned to Your employees; maintain continuing responsibility for the outstanding accounts receivable; execute any and all agreements necessary to effectuate the termination; cooperate in the transfer of the phone numbers and social media domain names and accounts; cease using Our Proprietary Marks; cease using and internet address or name similar to Ours and Our programs, systems, and Manual; turn over to Us The Manual, all customer lists, records and files, etc.; and not advertise as having been formerly connected with Us; and not disclose any of Our Confidential Information.
j. Assignment of contract by franchisor	Section 14.13.	We may assign Our rights under this Agreement without Your consent if the assignee agrees in writing to assume all of Our obligations, and We notify You of the assignment.
k. "Transfer" by franchisee – defined	Section 14.1.	Includes voluntary and involuntary transfers by operation of law or otherwise. Also includes transfers of any interest, or any right or obligation under the Franchise Agreement; transfers of the ownership of the franchisee corporation, limited liability company, partnership or other entity; and transfers of any material assets of Your Express Employment Professionals Business.
l. Franchisor approval of transfer by franchisee	Sections 14.1 and 14.2.	We have the right to approve all transfers.



Provision	Section in the Franchise Agreement	Summary
m. Conditions for franchisor approval of transfer	Section 14.4, 14.5, and 14.6	We impose conditions for approving transfers to: (1) a corporation or limited liability company in which You own more than 51%; (2) Your spouse or adult children; and (3) third parties. We may charge a transfer fee for certain transfers.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.6(a).	We can match any offer for Express Employment Professionals Business or interest in the Franchisee.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability	Sections 14.8 and 14.9	Interest in the Express Employment Professionals Business must be transferred to Your spouse, or Your adult children, or a third party, within 12 months after Your death. We may also require interest in the Express Employment Professionals Business to be transferred to Your spouse, or Your adult children, or a third party, upon Your permanent disability, within 6 months after Our notice to You. If You are absent or incapacitated by reason of death or permanent disability, We are authorized to operate the Express Employment Professionals Business for as long as We deem necessary and practical.
q. Non-competition covenants during the term of the franchise	Section 17.1 and 17.2	During the term of the Agreement and for 24 months after termination, You shall not engage in any business competitive with Ours or solicit or divert business from a current or former client or franchisee of Ours.

Provision	Section in the Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 17.1 and 17.2.	During the term of the Agreement and for 24 months after termination, You shall not engage in any business competitive with Ours or solicit or divert business from a current or former client or franchisee of Ours
s. Modification of the agreement	Section 19.7	Must be in writing signed by the parties to this Agreement.
t. Integration/merger clause	Section 19.11	The Franchise Agreement, and all exhibits, appendices and ancillary agreements executed contemporaneously with the Franchise Agreement including, without limitation, The Manual, constitute the entire agreement between You and Us, subject to the disclosures in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 18.11	Any dispute, controversy, or claim arising out of or related to the Franchise Agreement may be submitted by either party to any mutually agreed to mediation service for mediation.
v. Choice of forum	Section 18.6	State or federal courts in Oklahoma
w. Choice of law.	Section 18.5	Oklahoma

**\* Please refer to the disclosure addenda and contractual amendments appended to this Disclosure Document for additional terms that may be required under applicable state law. Please note, though, that if You would not otherwise be covered under those state laws by their own terms, then You will not be covered merely because we have given You an addendum that describes the provisions of those state laws.**

**\* In addition to the provisions noted in the chart above, the Franchise Agreement contains a number of provisions that may affect Your legal rights, including a waiver of a right to jury trial (Section 18.7), and waiver of punitive or exemplary damages (Section 18.8). We recommend that You carefully review all of these provisions, and all of the contracts as well as this Disclosure Document, with a lawyer.**

### **ITEM 18** **PUBLIC FIGURES**

We do not use any public figures to promote Our franchise.

**ITEM 19**  
**FRANCHISE PERFORMANCE REPRESENTATIONS**

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

The following information is an historic financial performance representation about the system's existing franchised units and subsets of those units. The information includes the historic Sales, Gross Receipts and Gross Margin of existing franchised units and subsets of those units. The tables below exclude information on units owned directly or indirectly, in whole or in part, by Robert A. Funk and William H. Stoller (company-owned units).

**Some units have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much. If you rely upon our figures, you must accept the risk of not doing as well.**

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

Other than the following financial performance representations, We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised units/outlets. 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 unit/outlet, however, We may provide You with the actual records of that unit/outlet. If You receive any other financial performance information or projections of Your future income, You should report it to the franchisor's management by contacting Jared Mashaney, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma 73162, 800-652-6400 ext. 4380, the Federal Trade Commission, and the appropriate state regulatory agencies.

**Table 1 – Franchise Units Opened FY 2021, 2022, or 2023 <sup>1</sup>**

Months of Operation	Sales Average	Sales Median	Sales High	Sales Low	Gross Margin Average	Gross Margin Median	Franchisee's Portion of Gross Margin & Gross Receipts Average	Franchisee's Portion of Gross Margin & Gross Receipts Median	Hours Average	Hours Median	Units Operating for Period	Units Equaling or Exceeding Sales Average	Units Equaling or Exceeding Average Gross Margin	Units Equaling or Exceeding Franchisee's Portion of Gross Margin & Gross Receipts	Units Equaling or Exceeding Hours Average
1	\$9,561.16	\$4,339.62	\$60,634.03	\$348.00	\$2,055.79	\$852.46	\$1,233.47	\$511.48	390.91	178.00	27	7 26%	7 26%	6 22%	7 26%
2	\$36,225.43	\$24,128.03	\$214,570.00	\$6,844.10	\$7,696.78	\$4,765.19	\$4,618.07	\$2,859.11	1,475.72	1,007.98	27	9 33%	9 33%	9 33%	7 26%
3	\$52,322.81	\$41,235.73	\$195,502.46	\$13,637.21	\$11,032.69	\$8,115.78	\$7,374.53	\$5,168.59	2,144.38	1,689.77	25	8 32%	9 36%	8 32%	7 28%
4	\$79,423.72	\$58,944.85	\$314,219.44	\$23,251.93	\$16,885.51	\$13,175.89	\$11,144.43	\$7,905.54	3,229.42	2,423.14	25	9 36%	9 36%	8 32%	9 36%
5	\$97,066.28	\$87,572.32	\$267,611.50	\$18,412.48	\$20,944.88	\$21,073.98	\$14,184.02	\$14,292.37	3,927.48	3,145.75	23	10 43%	12 52%	13 57%	10 43%
6	\$129,410.17	\$113,157.95	\$337,759.54	\$36,895.25	\$28,155.06	\$24,810.75	\$19,909.01	\$18,851.73	5,098.32	4,437.03	23	10 43%	8 35%	8 35%	9 39%
7	\$153,023.86	\$119,356.15	\$777,531.06	\$27,493.37	\$33,325.73	\$26,258.25	\$21,722.11	\$17,051.40	5,927.10	4,513.21	21	6 29%	5 24%	6 29%	6 29%
8	\$141,680.50	\$121,205.48	\$510,627.88	\$16,280.40	\$30,525.74	\$25,332.46	\$20,601.55	\$16,108.03	5,542.25	4,993.43	21	7 33%	8 38%	8 38%	8 38%
9	\$147,845.63	\$143,142.55	\$301,714.83	\$14,761.71	\$31,785.86	\$30,209.71	\$21,804.71	\$20,654.81	5,845.12	5,987.44	21	10 48%	10 48%	9 43%	12 57%
10	\$139,248.62	\$142,821.94	\$234,336.90	\$18,459.59	\$29,479.80	\$28,916.04	\$21,643.74	\$21,249.57	5,500.80	5,673.96	20	10 50%	10 50%	10 50%	10 50%
11	\$165,440.10	\$153,565.34	\$356,437.04	\$26,181.41	\$34,355.70	\$34,133.28	\$22,401.43	\$20,479.97	6,642.41	6,079.59	19	7 37%	9 47%	9 47%	8 42%
12	\$157,501.48	\$147,672.75	\$281,792.29	\$50,665.36	\$32,256.48	\$28,725.78	\$22,678.02	\$21,447.46	6,272.26	6,089.43	17	8 47%	8 47%	7 41%	8 47%
13	\$161,990.49	\$157,610.67	\$293,703.07	\$50,251.10	\$32,815.33	\$33,170.65	\$21,367.70	\$19,902.38	6,472.42	5,881.03	17	8 47%	9 53%	7 41%	8 47%
14	\$177,190.35	\$176,913.54	\$323,515.16	\$58,333.87	\$36,200.00	\$33,147.93	\$23,109.14	\$22,363.26	6,998.59	6,995.12	17	8 47%	8 47%	8 47%	8 47%
15	\$182,655.20	\$174,690.85	\$293,206.35	\$73,534.25	\$37,644.24	\$40,846.53	\$26,438.80	\$24,507.92	7,217.28	7,407.70	17	8 47%	9 53%	8 47%	9 53%
16	\$181,983.59	\$203,453.25	\$245,255.07	\$48,198.63	\$37,649.29	\$39,568.05	\$28,257.94	\$27,829.75	7,238.67	7,491.93	17	11 65%	11 65%	6 35%	9 53%
17	\$183,567.83	\$176,721.72	\$366,827.81	\$51,429.67	\$36,849.69	\$36,331.91	\$23,474.24	\$22,717.48	7,358.40	6,546.70	16	7 44%	8 50%	8 50%	7 44%
18	\$174,809.05	\$170,329.72	\$331,017.70	\$53,709.46	\$34,839.67	\$34,453.44	\$23,586.91	\$22,145.52	7,034.53	6,655.37	16	8 50%	8 50%	8 50%	6 38%
19	\$178,885.53	\$177,722.51	\$329,969.47	\$42,244.36	\$36,295.53	\$36,521.85	\$23,650.04	\$24,908.32	7,237.47	7,057.23	15	6 40%	8 53%	9 60%	6 40%
20	\$187,387.44	\$181,105.98	\$458,935.68	\$47,001.32	\$36,995.61	\$36,958.67	\$24,008.80	\$22,175.19	7,634.45	7,329.72	15	6 40%	7 47%	6 40%	6 40%
21	\$197,810.65	\$197,788.18	\$412,401.50	\$94,396.87	\$39,413.63	\$36,359.88	\$24,375.42	\$21,905.57	7,920.12	7,224.18	14	7 50%	5 36%	5 36%	6 43%
22	\$200,519.39	\$197,942.50	\$359,954.64	\$81,652.19	\$40,057.17	\$36,817.23	\$24,228.15	\$24,610.34	8,047.40	7,675.80	13	6 46%	6 46%	7 54%	5 38%
23	\$209,808.15	\$163,272.42	\$481,354.05	\$107,941.65	\$41,648.75	\$32,742.39	\$27,675.16	\$22,267.07	8,436.55	5,811.40	13	4 31%	4 31%	4 31%	4 31%
24	\$204,127.65	\$174,949.87	\$399,211.84	\$105,135.92	\$40,424.35	\$37,757.81	\$25,272.98	\$23,395.58	8,099.00	6,809.50	10	4 40%	4 40%	3 30%	3 30%

<sup>1</sup>Includes franchise units (1) that were open and operating on December 31, 2023, and (2) that opened during FY 2021, 2022, or 2023. "Month of Operation" includes data for all of the covered units for the first month of the franchise's operation (averaged for all covered franchises), second month, etc.

**Table 1B – Franchise Units Opened FY 2021, 2022, or 2023<sup>2</sup>**

<b>Units Open and Operating - First 12 Months</b>	
Number of Units	17
Average Annual Sales	\$1,346,028.72
Annual Sales Median	\$1,280,914.95
Annual Sales High	\$2,619,702.60
Annual Sales Low	\$313,287.82
Number of Units Equaling or Exceeding Average Annual Sales	6
% of Units Equaling or Exceeding Average Sales	35.29%
<b>Units Open and Operating - Second 12 Months</b>	
Number of Units	10
Average Annual Sales	\$2,510,909.92
Annual Sales Median	\$2,407,160.29
Annual Sales High	\$4,193,914.45
Annual Sales Low	\$1,671,668.22
Number of Units Equaling or Exceeding Average Annual Sales	4
% of Units Equaling or Exceeding Average Sales	40.00%
<b>Units Open and Operating - First 24 Months</b>	
Number of Units	10
Average Annual Sales	\$3,888,359.68
Annual Sales Median	\$3,616,971.53
Annual Sales High	\$6,414,928.39
Annual Sales Low	\$2,179,427.21
Number of Units Equaling or Exceeding Average Annual Sales	4
% of Units Equaling or Exceeding Average Sales	40.00%

<sup>2</sup> Includes franchise units (1) that were open and operating on December 31, 2023; (2) that opened during FY 2021, 2022, or 2023; and (3) that were open and operating 12 months or more as of December 31, 2023.

**Table 2- Franchise Units Open More Than 24 Months<sup>3</sup>**

	FY 2023	FY 2022	FY 2021
Number of Units in Survey	550	545	536
Average Annual Sales	\$5,979,665	\$6,497,275	\$6,119,487
Annual Sales Median	\$4,388,963	\$4,902,317	\$4,740,185
Annual Sales High	\$40,657,913	\$39,179,533	\$34,173,516
Annual Sales Low	\$965,307	\$911,695	\$144,320
Number of Units Equaling or Exceeding Average Annual Sales	173	176	182
% of Units Equaling or Exceeding Average Annual Sales	31.5%	32.3%	34.0%
Average Annual Gross Margin	\$1,242,943	\$1,351,513	\$1,252,955
Annual Gross Margin Median	\$936,058	\$1,041,999	\$969,216
Number of Units Equaling or Exceeding Average Annual Gross Margin	179	179	188
% of Units Equaling or Exceeding Average Annual Gross Margin	32.5%	32.8%	35.1%
Average Annual Franchisee Share of Gross Margin and Gross Receipts (AAGM)	\$877,426	\$954,495	\$861,845
Median AAGM	\$652,364	\$717,693	\$641,080
Number of Units Equaling or Exceeding AAGM	181	188	193
% of Units Equaling or Exceeding AAGM	32.9%	34.5%	36.0%
Average Royalty Paid Percent of Annual Gross Margin and Gross Receipts	37.0%	37.0%	37.4%
Average Royalty Paid Percent of Annual Sales	8.8%	8.8%	8.5%
TOP 10% AVERAGE SALES (55 Units in Survey)	\$18,895,221.95	\$20,031,427.09	\$18,546,335.41
Number of Units Equaling or Exceeding Average Sales	19	19	20
% of Units Equaling or Exceeding Average Sales	35%	35%	37%
Top 10% Median Sales	\$15,668,870.48	\$17,626,678.54	\$16,575,607.73
Top 10% High Sales	\$40,657,913.13	\$39,179,532.69	\$34,173,516.13
Top 10% Low Sales	\$11,642,208.63	\$13,169,898.17	\$11,693,848.98
BOTTOM 10% AVERAGE SALES (55 Units in Survey)	\$1,556,493.46	\$1,645,603.96	\$1,266,154.84
Number of Units Equaling or Exceeding Average Sales	32	31	29
% of Units Equaling or Exceeding Average Sales	58%	56%	54%
Bottom 10% Median Sales	\$1,600,982.13	\$1,689,936.02	\$1,324,360.50
Bottom 10% High Sales	\$1,886,142.81	\$2,028,897.49	\$1,821,204.50
Bottom 10% Low Sales	\$965,307.05	\$911,694.80	\$144,320.29
TOP 20% AVERAGE SALES (110 Units in Survey)	\$14,179,512.33	\$15,217,856.27	\$14,255,141.03
Number of Units Equaling or Exceeding Average Sales	39	41	36
% of Units Equaling or Exceeding Average Sales	35%	38%	33%
Top 20% Median Sales	\$11,613,392.11	\$13,169,898.17	\$11,624,032.82
Top 20% High Sales	\$40,657,913.13	\$39,179,532.69	\$34,173,516.13
Top 20% Low Sales	\$7,896,395.37	\$8,831,995.67	\$8,486,989.12
BOTTOM 20% AVERAGE SALES (110 Units in Survey)	\$1,909,371.95	\$1,979,728.47	\$1,711,887.81
Number of Units Equaling or Exceeding Average Sales	53	62	67
% of Units Equaling or Exceeding Average Sales	48%	57%	62%
Bottom 20% Median Sales	\$1,891,497.96	\$2,028,897.49	\$1,823,547.51
Bottom 20% High Sales	\$2,511,547.54	\$2,675,874.59	\$2,435,343.90
Bottom 20% Low Sales	\$965,307.05	\$911,694.80	\$144,320.29
TOP 33% AVG SALES (182 Units in Survey)	\$11,228,176.10	\$12,150,601.60	\$11,537,957.21
Number of Units Equaling or Exceeding Average Sales	59	59	55
% of Units Equaling or Exceeding Average Sales	32%	33%	31%
Top 33% Median Sales	\$8,902,039.16	\$9,658,452.97	\$9,453,303.21
Top 33% High Sales	\$40,657,913.13	\$39,179,532.69	\$34,173,516.13
Top 33% Low Sales	\$5,707,883.49	\$6,391,670.15	\$6,247,857.71
BOTTOM 33% AVERAGE SALES (182 Units in Survey)	\$2,296,099.76	\$2,464,970.16	\$2,166,760.51
Number of Units Equaling or Exceeding Average Survey	99	86	95
% of Units Equaling or Exceeding Average Sales	54%	48%	54%
Bottom 33% Median Sales	\$2,366,885.08	\$2,436,835.95	\$2,239,006.45
Bottom 33% High Sales	\$3,287,779.81	\$3,680,600.06	\$3,308,580.65
Bottom 33% Low Sales	\$965,307.05	\$911,694.80	\$144,320.29

<sup>3</sup> Includes franchise units (1) that were open and operating on the last day of the applicable fiscal year, and (2) that, as of the last day of the applicable fiscal year (which for 2023 was December 31, 2023), had been open and operating 24 or more months.

**Table 3 – Franchise Units Open 24 To 60 Months<sup>4</sup>**

	FY 2023	FY 2022	FY 2021
Number of Units in Survey	116	127	118
Average Annual Sales	\$4,325,192	\$4,201,538	\$3,829,975
Annual Sales Median	\$3,216,694	\$3,443,274	\$3,154,419
Annual Sales High	\$24,739,718	\$25,702,004	\$16,367,663
Annual Sales Low	\$965,307	\$931,378	\$144,320
Number of Units Equaling or Exceeding Average Annual Sales	37	46	45
% of Units Equaling or Exceeding Average Annual Sales	31.9%	36.2%	38.1%
Average Annual Gross Margin	\$891,556	\$873,123	\$774,255
Annual Gross Margin Median	\$706,979	\$741,707	\$639,649
Number of Units Equaling or Exceeding Average Annual Gross Margin	38	48	52
% of Units Equaling or Exceeding Average Annual Gross Margin	32.8%	37.8%	44.1%
Average Annual Franchisee Share of Gross Margin and Gross Receipts (AAGM)	\$617,736	\$606,868	\$517,556
Median AAGM	\$486,040	\$487,189	\$424,176
Number of Units Equaling or Exceeding AAGM	40	49	50
% of Units Equaling or Exceeding AAGM	34.5%	38.6%	42.4%
Average Royalty Paid Percent of Annual Gross Margin and Gross Receipts	37.5%	37.4%	38.0%
Average Royalty Paid Percent of Annual Sales	8.7%	8.8%	8.4%
TOP 10% AVERAGE SALES (12 Units in Survey)	\$13,092,835.85	\$11,633,687.79	\$9,346,606.72
Number of Units Equaling or Exceeding Average Sales	4	4	4
% of Units Equaling or Exceeding Average Sales	33%	31%	33%
Top 10% Median Sales	\$9,802,956.36	\$8,912,200.73	\$8,154,841.54
Top 10% High Sales	\$24,739,717.87	\$25,702,004.12	\$16,367,663.36
Top 10% Low Sales	\$7,768,550.51	\$7,126,629.39	\$6,848,712.62
BOTTOM 10% AVERAGE SALES (12 Units in Survey)	\$1,287,347.48	\$1,339,221.28	\$924,490.84
Number of Units Equaling or Exceeding Average Sales	7	9	9
% of Units Equaling or Exceeding Average Sales	58%	69%	75%
Bottom 10% Median Sales	\$1,306,089.16	\$1,401,827.51	\$983,702.90
Bottom 10% High Sales	\$1,554,307.32	\$1,509,396.94	\$1,240,963.03
Bottom 10% Low Sales	\$965,307.05	\$931,377.84	\$144,320.29
TOP 20% AVERAGE SALES (24 Units in Survey)	\$9,650,928.20	\$8,912,984.81	\$7,750,968.01
Number of Units Equaling or Exceeding Average Sales	6	6	8
% of Units Equaling or Exceeding Average Sales	25%	23%	33%
Top 20% Median Sales	\$7,476,779.51	\$7,033,879.53	\$6,752,315.28
Top 20% High Sales	\$24,739,717.87	\$25,702,004.12	\$16,367,663.36
Top 20% Low Sales	\$5,393,253.90	\$5,634,835.55	\$5,757,331.22
BOTTOM 20% AVERAGE SALES (24 Units in Survey)	\$1,540,121.42	\$1,550,891.95	\$1,268,524.61
Number of Units Equaling or Exceeding Average Sales	14	12	12
% of Units Equaling or Exceeding Average Sales	58%	46%	50%
Bottom 20% Median Sales	\$1,570,906.79	\$1,528,806.14	\$1,286,756.39
Bottom 20% High Sales	\$2,146,494.62	\$2,007,704.59	\$1,840,271.23
Bottom 20% Low Sales	\$965,307.05	\$931,377.84	\$144,320.29
TOP 33% AVG SALES (39 Units in Survey)	\$7,779,228.75	\$7,394,695.40	\$6,708,346.96
Number of Units Equaling or Exceeding Average Sales	11	12	12
% of Units Equaling or Exceeding Average Sales	28%	29%	31%
Top 33% Median Sales	\$5,665,371.86	\$5,823,867.51	\$6,054,264.76
Top 33% High Sales	\$24,739,717.87	\$25,702,004.12	\$16,367,663.36
Top 33% Low Sales	\$4,281,750.11	\$4,413,080.26	\$4,729,942.94
BOTTOM 33% AVERAGE SALES (39 Units in Survey)	\$1,865,587.04	\$1,795,598.53	\$1,566,126.25
Number of Units Equaling or Exceeding Average Survey	19	20	24
% of Units Equaling or Exceeding Average Sales	49%	48%	62%
Bottom 33% Median Sales	\$1,858,414.12	\$1,776,945.29	\$1,736,300.71
Bottom 33% High Sales	\$2,564,739.23	\$2,464,081.70	\$2,212,367.19
Bottom 33% Low Sales	\$965,307.05	\$931,377.84	\$144,320.29

<sup>4</sup> Includes franchise units (1) that were open and operating on the last day of the applicable fiscal year, and (2) that, as of the last day of the applicable fiscal year (which for 20232 was December 31, 2023), had been open and operating between 24 months and 60 months.

**Table 4 – Franchise Units Open More Than 60 Months<sup>5</sup>**

	FY 2023	FY 2022	FY 2021
Number of Units in Survey	434	418	418
Average Annual Sales	\$6,421,874	\$7,194,784	\$6,733,437
Annual Sales Median	\$4,805,178	\$5,263,875	\$5,000,680
Annual Sales High	\$40,657,913	\$39,179,533	\$34,173,516
Annual Sales Low	\$1,083,667	\$911,695	\$158,013
Number of Units Equaling or Exceeding Average Annual Sales	137	143	141
% of Units Equaling or Exceeding Average Annual Sales	31.6%	34.2%	33.7%
Average Annual Gross Margin	\$1,336,862	\$1,496,862	\$1,382,100
Annual Gross Margin Median	\$992,673	\$1,136,433	\$1,056,096
Number of Units Equaling or Exceeding Average Annual Gross Margin	142	139	146
% of Units Equaling or Exceeding Average Annual Gross Margin	32.7%	33.3%	34.9%
Average Annual Franchisee Share of Gross Margin and Gross Receipts (AAGM)	\$946,837	\$1,060,113	\$954,414
Median AAGM	\$716,013	\$806,384	\$714,349
Number of Units Equaling or Exceeding AAGM	142	142	149
% of Units Equaling or Exceeding AAGM	32.7%	34.0%	35.6%
Average Royalty Paid Percent of Annual Gross Margin and Gross Receipts	37.0%	36.9%	37.3%
Average Royalty Paid Percent of Annual Sales	8.8%	8.8%	8.5%
TOP 10% AVERAGE SALES (44 Units in Survey)	\$19,801,960.23	\$21,370,728.12	\$20,015,245.86
Number of Units Equaling or Exceeding Average Sales	14	14	15
% of Units Equaling or Exceeding Average Sales	31.82%	33.33%	35.71%
Top 10% Median Sales	\$17,135,052.13	\$18,769,359.40	\$17,605,123.07
Top 10% High Sales	\$40,657,913.13	\$39,179,532.69	\$34,173,516.13
Top 10% Low Sales	\$12,809,339.84	\$15,175,791.99	\$13,804,999.62
BOTTOM 10% AVERAGE SALES (44 Units in Survey)	\$1,698,560.36	\$1,857,279.76	\$1,466,830.22
Number of Units Equaling or Exceeding Average Sales	23	26	24
% of Units Equaling or Exceeding Average Sales	52.27%	61.90%	57.14%
Bottom 10% Median Sales	\$1,710,391.49	\$1,962,763.14	\$1,647,894.51
Bottom 10% High Sales	\$2,077,748.23	\$2,246,015.76	\$2,093,114.60
Bottom 10% Low Sales	\$1,083,667.01	\$911,694.80	\$158,013.42
TOP 20% AVERAGE SALES (87 Units in Survey)	\$15,077,730.51	\$16,525,128.58	\$15,498,121.37
Number of Units Equaling or Exceeding Average Sales	28	32	32
% of Units Equaling or Exceeding Average Sales	32.18%	38.10%	38.10%
Top 20% Median Sales	\$12,809,339.84	\$15,041,450.37	\$13,797,322.54
Top 20% High Sales	\$40,657,913.13	\$39,179,532.69	\$34,173,516.13
Top 20% Low Sales	\$8,548,557.50	\$9,718,391.82	\$9,453,303.21
BOTTOM 20% AVERAGE SALES (87 Units in Survey)	\$2,057,611.21	\$2,287,687.43	\$1,961,850.10
Number of Units Equaling or Exceeding Average Sales	44	40	50
% of Units Equaling or Exceeding Average Sales	50.57%	47.62%	59.52%
Bottom 20% Median Sales	\$2,077,748.23	\$2,251,968.68	\$2,117,240.01
Bottom 20% High Sales	\$2,733,495.48	\$3,191,723.94	\$2,804,973.92
Bottom 20% Low Sales	\$1,083,667.01	\$911,694.80	\$158,013.42
TOP 33% AVG SALES (144 Units in Survey)	\$11,979,830.34	\$13,313,921.68	\$12,634,834.41
Number of Units Equaling or Exceeding Average Sales	49	51	46
% of Units Equaling or Exceeding Average Sales	34.03%	36.96%	33.33%
Top 33% Median Sales	\$9,420,552.89	\$10,673,185.35	\$10,239,963.86
Top 33% High Sales	\$40,657,913.13	\$39,179,532.69	\$34,173,516.13
Top 33% Low Sales	\$6,293,714.12	\$7,320,440.33	\$6,942,345.02
BOTTOM 33% AVERAGE SALES (144 Units in Survey)	\$2,495,849.18	\$2,845,483.45	\$2,467,243.24
Number of Units Equaling or Exceeding Average Survey	75	71	74
% of Units Equaling or Exceeding Average Sales	52.08%	51.45%	53.62%
Bottom 33% Median Sales	\$2,505,748.50	\$2,852,574.80	\$2,524,360.16
Bottom 33% High Sales	\$3,656,239.71	\$4,251,411.55	\$3,776,259.73
Bottom 33% Low Sales	\$1,083,667.01	\$911,694.80	\$158,013.42

<sup>5</sup> Includes franchise units (1) that were open and operating on the last day of the applicable fiscal year, and (2) that, as of the last day of the applicable fiscal year (which for 2023 was December 31, 2023), had been open and operating more than 60 months.



**Table 5 – Multi-Unit Franchise Owners<sup>6</sup>**

Number of Multi-Owners in Survey:	101
Number of Units in Survey	264
Average Number of Units Owned:	2.61
Median Number of Unit Owned	2.00
Average Tenure of Units (Years)	11.31
Median Tenure of Units (Years)	8.82
2023 Average Annual Sales per Owner:	\$17,567,078.19
Median Sales per Owner	\$4,641,604.72
High Sales per Owner	\$37,822,961.62
Low Sales per Owner	\$116,684.17
Number of Multi-Owners Equaling or Exceeding Average Sales	17
% of Multi-Owners Equaling or Exceeding Average Sales	16.8%
2023 Average Annual Gross Margin per Owner	\$3,531,162.35
Median Gross Margin per Owner	\$932,886.48
Number of Multi-Owners Equaling or Exceeding Average Gross Margin	18
% of Multi-Owners Equaling or Exceeding Average Gross Margin	17.8%
2023 Average Annual Gross Receipts per Owner	\$357,726.76
Median Gross Receipts per Owner	\$49,938.06
Number of Multi-Owners Equaling or Exceeding Average Gross Receipts	24
% of Multi-Owners Equaling or Exceeding Average Gross Receipts	23.8%
2023 Average Owner's Portion of Gross Margin & Gross Receipts per Owner	\$2,443,403.66
Median Owner's Portion of Gross Margin & Gross Receipts per Owner	\$642,992.61
Number of Multi-Owners Equaling or Exceeding Average Owner's Portion	17
% of Multi-Owners Equaling or Exceeding Average Owner's Portion	16.8%
2023 Average Bonus Paid per Owner	\$66,141.74
Median Bonus Paid per Owner	\$2,340.64
Number of Multi-Owners Equaling or Exceeding Average Bonus Paid per Owner	30
% of Multi-Owners Equaling or Exceeding Average Bonus Paid per Owner	29.7%

<sup>6</sup> Includes franchise units (1) that were open and operating on December 31, 2023, and (2) that are owned by franchisees who own more than one unit.

**Notes:**

1. **"Sales"** means the total of all client billings on the Temporary Staffing, temporary/contract staffing and Direct Hire portions of the business as recorded in Our records and billed by Us; the term "Sales" does not include client refunds.
2. **"Gross Margin"** means the aggregate amount of client billings on the Temporary Staffing, temporary/contract staffing portion of the business as recorded in Our records and billed by Us, plus or minus any adjustments, less: (a) wages earned by Associates based on the work hours reported; (b) all credits and taxes measured by sales or gross receipts (including sale, use, franchise, and similar taxes); (c) the employer's share of Social Security and Medicare taxes, federal and state unemployment tax contributions, health benefits, insurance premiums, payments made in lieu of providing health benefits or insurance, workers' compensation insurance premiums, disability insurance premiums where required by local law, taxes on union health and welfare payments; (d) premiums on fidelity bonding insurance, and professional liability insurance if applicable, billing adjustment items (e.g., VMS fees, early pay discounts, etc.); (e) any other direct payroll taxes and insurance premiums based on sales or payrolls that may be levied; and (f) any other county, municipal, or other local tax (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) (all of which are collectively referred to as direct payroll costs).
3. **"Gross Receipts"** means the total of all money and other remuneration received on Your Direct Hire business conducted in accordance with the Franchise Agreement at the location specified; the term "Gross Receipts" does not include bona fide discounts for promotional programs recommended by Us or refunds.
4. **"Units"** means Territories. Some Express Employment Professionals Businesses have multiple offices within their Territory (**"Branch Offices"**) which are considered one unit in the Tables above.
5. **"Hours"** means those hours worked by the Associates assigned to clients as reported for payroll and client billing purposes.
6. **"Royalty"** means Our portion of the Gross Margin (40%, subject to adjustments for Bonus payments) and Gross Receipts (10%).
7. Tables 2, 3, 4 and 5 reflect combined information of the main office and any Branch Offices located in a Territory. In 2023 66, or 9.55% of the Units had Branch Offices. In 2022, 70, or 12.84% of the Units had Branch Offices. In 2021, 65, or 12.13% of the Units had Branch Offices.
8. Tables 1 and 1B exclude (a) company-owned Units; and (b) 5 Units that opened in FY 2021, 2022, or 2023 and closed during their first 24 months. 3 Units closed during FY 2023 (and were, therefore, excluded). 2 Units closed during FY 2022 (and were, therefore, excluded) with both offices open less than 12 months. No Units that closed during FY 2021 were open for 24 months or less.
9. Tables 2, 3 and 4 exclude (a) company-owned Units; and (b) 11 Units closed during FY 2023 after their first 24 months (and were, therefore, excluded) with 4 open less than 60 months. 6 Units closed during FY 2022 after their first 24 months (and were, therefore, excluded) with 4 open less than 60 months. 10 Units closed during FY 2021

(and were therefore, excluded) with 3 open less than 60 months.

10. Your portion of the Gross Margin will be 60% and is subject to further deductions and adjustments authorized by the Franchise Agreement and Manual. Your portion of the Gross Receipts will be 90%. Please also refer to Item 6 for more details about additional deductions and adjustments.
11. In addition to deductions and adjustments made by Us as described in Note 2 and Note 8 above, You will incur other expenses that will reduce Your profits or net income, such as land, building and/or equipment rent, labor, debt service, depreciation and amortization, advertising, administrative expenses such as accounting or legal expenses, taxes, licenses, insurance, and others. These expenses vary from unit to unit.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**  
**Systemwide Outlet Summary**  
**For years 2021 to 2023**

(Please review this table in conjunction with the notes that follow.)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	778	782	+4
	2022	782	789	+7
	2023	789	788	-1
Company-Owned	2021	1	2	+1
	2022	2	2	0
	2023	2	3	+1
<b>Total Outlets</b>	<b>2021</b>	<b>779</b>	<b>784</b>	<b>+5</b>
	<b>2022</b>	<b>784</b>	<b>791</b>	<b>+7</b>
	<b>2023</b>	<b>791</b>	<b>791</b>	<b>0</b>

**Notes:**

- (1) The numbers represent U.S. locations only and include Branch Offices.
- (2) We own and operate three company-owned units.

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)**  
**For years 2021 to 2023**

(Please review this table in conjunction with the notes that follow.)

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Alabama	2021	0
	2022	0
	2023	1
Arizona	2021	0
	2022	1
	2023	0
Arkansas	2021	0
	2022	0
	2023	1
California	2021	3
	2022	1
	2023	1
Connecticut	2021	0
	2022	0
	2023	1
Florida	2021	6
	2022	2
	2023	4
Georgia	2021	2
	2022	1
	2023	2
Idaho	2021	0
	2022	1
	2023	0
Illinois	2021	4
	2022	3
	2023	1
Indiana	2021	0
	2022	0
	2023	1

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Kentucky	2021	0
	2022	1
	2023	1
Maryland	2021	0
	2022	1
	2023	0
Michigan	2021	4
	2022	1
	2023	1
Minnesota	2021	1
	2022	0
	2023	1
Missouri	2021	1
	2022	1
	2023	1
Montana	2021	0
	2022	1
	2023	1
Nevada	2021	1
	2022	1
	2023	0
New Hampshire	2021	0
	2022	1
	2023	0
New Jersey	2021	2
	2022	2
	2023	0
New Mexico	2021	0
	2022	0
	2023	1
New York	2021	1

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
	2022	0
	2023	1
North Carolina	2021	0
	2022	0
	2023	1
North Dakota	2021	1
	2022	0
	2023	1
Ohio	2021	4
	2022	0
	2023	2
Oregon	2021	1
	2022	0
	2023	0
Pennsylvania	2021	1
	2022	1
	2023	0
Rhode Island	2021	0
	2022	1
	2023	0
Tennessee	2021	2
	2022	0
	2023	2
Texas	2021	1
	2022	3
	2023	2
Utah	2021	1
	2022	0
	2023	0
Virginia	2021	1
	2022	1

State	Year	Number of Transfers
	2023	1
Washington	2021	2
	2022	1
	2023	0
Wisconsin	2021	0
	2022	3
	2023	1
Totals	2021	39
	2022	28
	2023	29

**Notes:**

- (1) The numbers are as of the end of Our fiscal year for each year.
- (2) States not listed have had no transfer activity for Express Employment Professionals Businesses during the relevant period.

**Table No. 3  
Status of Franchised Outlets  
For years 2021 to 2023**

(Please review this table in conjunction with the notes that follow.)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AK	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
AL	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	0	0	11
	2023	11	1	0	0	0	0	12
AR	2021	11	0	0	0	0	0	11
	2022	11	1	0	0	0	0	12
	2023	12	1	0	0	0	0	13
AZ	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
CA	2021	69	2	0	0	0	0	71
	2022	71	0	1	0	0	0	70

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2023	70	1	3	0	0	2	66
CO	2021	15	0	0	0	0	1	14
	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	0	14
CT	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	1	0	0	1	7
DE	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
DC	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
FL	2021	36	2	0	0	0	0	38
	2022	38	0	0	0	0	0	38
	2023	38	0	0	0	0	0	38
GA	2021	28	0	0	0	0	1	27
	2022	27	0	0	0	0	0	27
	2023	27	0	0	0	0	1	26
HI	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
IA	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
ID	2021	7	0	1	0	0	0	6
	2022	6	1	0	0	0	0	7
	2023	7	0	0	0	0	0	7
IL	2021	37	0	0	0	0	0	37
	2022	37	0	0	0	0	1	36
	2023	36	1	0	0	0	0	37
IN	2021	22	0	0	0	0	0	22
	2022	22	1	0	0	0	0	23
	2023	23	0	0	0	0	1	22
KS	2021	12	1	0	0	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
KY	2021	13	0	0	0	0	1	12
	2022	12	0	0	0	0	0	12
	2023	12	2	0	0	0	0	14
LA	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
MA	2021	11	0	0	0	0	0	11



State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	0	11
MD	2021	10	0	1	0	0	0	9
	2022	9	0	0	0	0	2	7
	2023	7	2	0	0	0	0	9
ME	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
MI	2021	24	1	0	0	0	0	25
	2022	25	0	0	0	0	0	25
	2023	25	0	0	0	0	0	25
MN	2021	24	0	0	0	0	0	24
	2022	24	0	0	0	0	0	24
	2023	24	1	0	0	0	2	23
MO	2021	23	0	0	0	0	0	23
	2022	23	0	0	0	0	0	23
	2023	23	0	0	0	1	0	22
MS	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	2	0	0	0	0	9
MT	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
NC	2021	19	0	0	0	0	0	19
	2022	19	0	0	0	1	0	18
	2023	18	2	0	0	0	0	20
ND	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
NE	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
NH	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
NJ	2021	16	1	1	0	0	0	16
	2022	16	1	0	0	0	0	17
	2023	17	0	0	0	0	1	16
NM	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
NV	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
NY	2021	22	1	1	0	0	1	21
	2022	21	1	0	0	0	0	22
	2023	22	1	0	0	0	1	22
OH	2021	30	3	1	0	0	1	31
	2022	31	2	0	0	0	0	33
	2023	33	1	0	0	0	0	34
OK	2021	34	3	0	0	0	0	37
	2022	37	1	0	0	0	1	37
	2023	37	1	0	0	0	0	38
OR	2021	20	1	0	0	0	0	21
	2022	21	0	0	0	0	0	21
	2023	21	0	0	0	0	0	21
PA	2021	28	0	0	0	0	0	28
	2022	28	0	1	0	0	0	27
	2023	27	1	0	0	0	0	28
RI	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
SC	2021	10	0	0	0	0	0	10
	2022	10	2	0	0	0	0	12
	2023	12	0	0	0	0	1	11
SD	2021	3	0	0	0	0	2	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
TN	2021	31	2	0	0	0	0	33
	2022	33	1	0	0	0	0	34
	2023	34	0	0	0	0	0	34
TX	2021	67	2	1	0	0	1	67
	2022	67	2	0	0	0	1	68
	2023	68	2	0	0	2	2	66
UT	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	1	0	0	0	9
VA	2021	13	1	0	0	0	2	12
	2022	12	2	0	0	0	1	13
	2023	13	2	0	0	0	1	14
VT	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
WA	2021	23	0	0	0	0	1	22
	2022	22	0	0	0	0	0	22
	2023	22	0	0	0	0	0	22
WI	2021	22	1	0	0	0	0	23
	2022	23	2	0	0	0	0	25

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2023	25	0	0	0	0	1	24
WV	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
WY	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Totals	2021	778	21	6	0	0	11	782
	2022	782	17	3	0	1	6	789
	2023	789	21	5	0	3	14	788

**Notes:**

- (1) The numbers are as of the end of Our fiscal year for each year.
- (2) States not listed have no Franchises during the relevant period.
- (3) This Table 3 includes Branch Offices. In 2021, 7 Branch Offices were consolidated into their Franchise offices and ceased operation. In 2022, 1 Branch Office was consolidated into their Franchise office and ceased operation. In 2023, 3 Branch Offices were consolidated into their Franchise office and ceased operation.

**Table No. 4  
Status of Company-Owned Outlets  
For years 2021 to 2023**

(Please review this table in conjunction with the notes that follow.)

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Ceased Operations-Other Reasons	Outlets at End of the Year
Massachusetts	2021	0	1	0	0	0	0	1
	2022	1	0	0	1	0	0	0
	2023	0	0	0	0	0	0	0
Missouri	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	1	0	0	0	1
North Carolina	2021	0	0	0	0	0	0	0
	2022	0	1	1	0	0	0	2
	2023	2	0	0	0	2	0	0
Texas	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	1	0	0
	2023	0	0	2	0	0	0	2
Totals	2021	1	1	0	0	0	0	2
	2022	2	1	1	1	1	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Ceased Operations-Other Reasons	Outlets at End of the Year
	2023	2	0	3	0	2	0	3

**Notes:**

- (1) We currently own and operate three Express Employment Professionals Businesses, one in the Kansas City, Missouri metro area and two in the Dallas, Texas metro area.
- (2) The numbers are as of end of our fiscal year for each year.
- (3) States not listed have no Franchises during the relevant period.

**Table No. 5**  
**Projected Openings As of December 25, 2022**  
(Please review this table in conjunction with the notes that follow.)

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Alabama	0	1	0
Alaska	0	0	0
Arizona	0	1	0
Arkansas	0	0	0
California	0	2	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	1	0	0
Georgia	0	1	0
Hawaii	0	0	0
Idaho	0	1	0
Illinois	1	0	0
Indiana	0	0	0
Iowa	0	1	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	1	0
Maine	0	1	0
Maryland	1	0	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	2	1	0
Missouri	0	0	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Montana	0	1	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	1	0
New Jersey	0	0	0
New Mexico	0	0	0
New York	1	1	0
North Carolina	0	0	0
North Dakota	0	0	0
Ohio	1	1	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	1	0	0
Rhode Island	0	0	0
South Carolina	0	1	0
South Dakota	0	0	0
Tennessee	0	0	0
Texas	1	1	0
Utah	0	1	0
Vermont	0	0	0
Virginia	1	0	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
<b>Totals</b>	<b>10</b>	<b>17</b>	<b>0</b>

**Notes:**

- (1) The estimates are for Our 2024 fiscal year.
- (2) We cannot anticipate the number of openings for Branch Offices or Recruiting Stations, because it will be up to Our franchisees to decide whether to propose to Us to open a Branch Office (or a Recruiting Station) or not.

\* \* \* \* \*

The names, addresses, and telephone numbers of our franchisees, as of the end of Our most recent fiscal year, appear in Exhibit G. Franchisees who had an agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during Our last fiscal year, or has not communicated with Us within ten weeks of the date of this Disclosure Document, are identified on Exhibit G (the total is 51). If You buy this franchise, Your contact information may be disclosed to other buyers when You leave the franchise system.

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

We do not know of any trademark-specific franchisee organization associated with the franchise system being offered. No independent franchisee organization has asked to be included in this Disclosure Document.

## **ITEM 21** **FINANCIAL STATEMENTS**

Our audited financial statements as of December 31, 2023, December 25, 2022, and December 26, 2021 are attached to this Disclosure Document as Exhibit I.

Our fiscal year ends on the last Sunday of each calendar year.

## **ITEM 22** **CONTRACTS**

The following contracts are attached to this Disclosure Document:

- Exhibit A: Franchise Agreement
- Exhibit B-1: BTO Program Addendum
- Exhibit B-2: IPP Program Addendum
- Exhibit B-3: Conversion Addendum
- Exhibit B-4: Payroll Addendum
- Exhibit B-5: New Franchisee Incentive Program Addendum
- Exhibit B-6: ExtendHR Program Addendum
- Exhibit C: Promissory Note
- Exhibit M: Franchisee Compliance Certification Questionnaire

## **ITEM 23** **RECEIPTS**

The last two pages of this Disclosure Document (Exhibit N) are identical pages acknowledging receipt of this entire document (including the exhibits). Please sign and return to Us one copy; please keep the other copy along with this Disclosure Document.



EXHIBIT A  
FRANCHISE AGREEMENT



FRANCHISE AGREEMENT



EXPRESS SERVICES, INC. FRANCHISE AGREEMENT

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EXHIBITS

- A – Core Occupations Schedule
- B – Professional Occupations Schedule
- C – Specialty Healthcare Occupations Schedule
- D – Proprietary Marks
- E – Approved Location and Territory
- F – Sample Bonus Qualification Schedule
- G – Branch Office Addendum
- H – Recruiting Station Addendum
- I – License Agreement

EXPRESS SERVICES, INC.  
FRANCHISE AGREEMENT

This Franchise Agreement (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Express Services, Inc., a Colorado corporation, (“we,” “us,” or “our”), and \_\_\_\_\_ (“you” or “your”).

We hold the right to effective and valuable names, methods, and procedures for operating and training people in the operation of an Express Employment Professionals® business that offers recruiting and placement services for full-time core positions with client companies for a fee (“Direct Hire Services”) and, including temporary help, temporary staffing, contract staffing, flexible staffing, evaluation hire, temp-to-hire, personnel or department outsourcing, recruiting, long-term staffing and any and all other staffing services other than Direct Hire Services (“Temporary Staffing Services”, and collectively, Direct Hire Services and Temporary Staffing Services are referred to herein as “Services”).

We offer to franchise these rights and provide other services to you as specifically established in this Agreement and The Manual (as defined in Section 13.1).

You desire to obtain the benefits, rights, and services that we offer and to operate an Express Franchise (as defined in Section 1.1) under the terms provided in this Agreement.

**1. Grant of Franchise; Proprietary Marks**

1.1. Grant of Franchise.

(a) We grant you the right, and you accept the obligation, to operate a franchise (an “Express Franchise”), within the boundary lines of your Territory (as defined in Section 2.1), during the entire Term (as defined in Section 3.1) under the mark “Express Employment Professionals®” and variations of that name and mark that we approve in writing, and all names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs and commercial symbols associated with the names specified in this Agreement and only for the operation of the franchise provided by this Agreement (collectively, the “Proprietary Marks”). Your Express Franchise must exclusively provide Services for the Core Occupations and, subject to Section 1.2, the Professional Occupations. Your Express Franchise is not authorized to provide Services for Specialty Healthcare Occupations.

(b) The “Core Occupations” are those occupations represented by the SOC Codes listed on the Core Occupations Schedule attached hereto as Exhibit A, as supplemented, modified or replaced by us from time to time. The “Professional Occupations” are those occupations represented by the SOC Codes listed on the Professional Occupations Schedule attached hereto as Exhibit B, as supplemented, modified or replaced by us from time to time. The “Specialty Healthcare Occupations” are those occupations represented by the SOC Codes listed on the Speciality Healthcare Occupations Schedule attached hereto as Exhibit C, as supplemented, modified or replaced by us from time to time. The Core Occupations Schedule, the Professional Occupations Schedule, and the Specialty Healthcare Occupations Schedule are collectively referred to herein as the “Schedules”.

(c) You acknowledge and agree that we may supplement, update or replace the Schedules from time to time as we deem appropriate in our sole discretion in order to add specificity or clarity with respect to the various listed occupations or to add or remove occupations due to changes to the relevant SOC Codes or the Express Employment Professionals® system in general. We may also revise the Schedules as we deem necessary to base the listed occupations on another system for occupational classification if the U.S. Bureau of Labor Statistics no longer publishes occupational classification statistics or if we determine another occupational classification system is more appropriate for the Express Employment Professionals® system, in our sole discretion. Any changes to the Schedules are effective upon our delivery of written notice of such changes to you.

1.2. Express Specialized Recruiting Services. Your rights to provide Services with respect to Professional Occupations (“SRG Services”) under this Agreement shall be an option exercisable by you pursuant to this paragraph which shall be operated through the Specialized Recruiting Group, an Express Employment Professionals Company (“SRG”) brand or other brand name that we may determine, from time to time. Unless otherwise approved by us, in our discretion, you may exercise your option to operate the SRG Services only if you have owned and operated your Express Franchise a minimum of twelve (12) months by notifying us in writing that you have exercised your option to perform the SRG Services in your Territory before your thirty-sixth (36) month of operating your Express Franchise (the “SRG Option Period”). This delay is to provide you time to fully understand and to have operational the non-SRG Service portions of your Express Franchise before adding the SRG Services business. Once you have exercised your right to perform the SRG Services, you must be consistently averaging a minimum of \$10,000 in Gross Margin weekly solely attributable to your SRG Services no later than twenty-four (24) months following your entry into the then-current SRG Services training system. Since the SRG Services represent a separate line of operation, you must have a dedicated SRG team lead as one of your internal employees. This may be you, but if you choose to operate in the capacity of the SRG team lead, you must have a separate dedicated and trained manager for your non-SRG Services. You or your SRG team lead must attend the SRG training class which is held virtually or at a location we determine and a minimum of two (2) days, plus additional ongoing online trainings. You will also send your SRG recruiters to our SRG business process class which is held virtually or at a location we determine and a minimum of five (5) days. You will be responsible for your and your employees’ transportation, lodging, meals and incidental expenses incurred while attending these training sessions. So long as the SRG Option Period has not lapsed or you have elected to perform the SRG Services and are in compliance with all requirements of this Agreement with respect to the SRG Services any reference herein to Services shall include the SRG Services. If (a) you elect not to timely exercise your option to perform the SRG Services during the SRG Option Period or (b) you do not meet the minimum performance requirements or other applicable requirements for the SRG Services as set forth in this Agreement, you waive, and/or we may terminate (without terminating your rights hereunder with respect to all non-SRG Services) all rights to the SRG Services portion of your Express Franchise, in which case all such rights shall automatically revert to us. Thereafter, upon your waiver and/or our termination, we will have the right to perform or re-sell to a third party the SRG Services within your Territory without compensation to you and any reference in this Agreement to Services shall expressly exclude the SRG Services.

1.3. Limited License to Use the Proprietary Marks. You understand and agree that we are the exclusive licensee of the Proprietary Marks licensed to you under this Agreement and all current and future Proprietary Marks we have an interest in or we permit you to use, and that nothing in this Agreement will give you any right, title or interest in or to any of the Proprietary Marks except as a mere privilege and license, during the Term. You understand and acknowledge that the limited license to use the Proprietary Marks granted by this Agreement applies only to the Proprietary Marks shown in Exhibit D, if we do not subsequently designate them as being withdrawn from use, together with those we may later designate in The Manual.

1.4. Our Rights in the Proprietary Marks. You may not represent in any manner that you have acquired any ownership or equitable rights in any of the Proprietary Marks by virtue of the limited license granted under this Agreement, or by virtue of your use of any of the Proprietary Marks. Our rights in the Proprietary Marks are not limited to the specific presentation or configuration of any of them, but extend to all combinations and displays of the words and/or design elements and to translations in any language. Our rights in and to the Proprietary Marks are not limited to such rights as may be conferred by registration or applications for registrations but instead include extensive common law and other rights in the Proprietary Marks.

1.5. Your Use of the Proprietary Marks.

(a) You agree to use only the Proprietary Marks in connection with the operation of your Express Franchise and to use such Proprietary Marks strictly in accordance with the standards, rules, and procedures we require.

(b) You will not register or attempt to register or use the Proprietary Marks or any part of them as any part of your company or business name, or that of any other person or entity.

(c) You will use the Proprietary Marks solely and exclusively in the operation of your Express Franchise and, except as we specifically permit in writing, only in connection with an Express Employment Professionals® office (each an “Express Office”) located within the boundary line of your Territory.

(d) Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use or alteration of the Proprietary Marks in any way will constitute an infringement of our rights.

(e) You will not use the Proprietary Marks to incur any obligation or indebtedness on our behalf.

(f) You will comply with our instructions in filing and maintaining any required trade name or fictitious name registrations, and you agree to execute any documents that we deem necessary to obtain protection of the Proprietary Marks or maintain their continued validity and enforceability.

(g) If you secure any rights of any kind in any jurisdiction to any Proprietary Marks, you will immediately notify us and, upon our request, you will immediately assign all your right, title and interest thereto to us or our designee.

(h) You agree to use, display, affix, or include the Proprietary Marks on the marketing, advertising, sales, and promotional material, office signs, stationery, invoices, electronic media (including your website) and other items in the manner we designate in The Manual. You may not use any names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs or other commercial symbols, other than the Proprietary Marks, in connection with your Express Franchise without our advance written approval.

1.6. Ownership of the Proprietary Marks.

(a) Alamo Franchise Services, LLC (“Alamo”), our affiliate, is the owner of all right, title and interest in and to the Proprietary Marks and the goodwill associated with the Proprietary Marks. Through a license with Alamo, we hold an exclusive license to use, and to license others to use, the Proprietary Marks. Any and all goodwill arising from your use of the Proprietary Marks will inure solely and exclusively to Alamo’s benefit, and is Alamo’s property. You will not use any Proprietary Mark in connection with any statement or material that may, in our judgment, be in bad taste or inconsistent with our public image, or tend to bring disparagement, ridicule or scorn upon us, any of Proprietary Marks, or the goodwill associated with the Proprietary Marks. Upon expiration, termination, or cancellation of this Agreement and the license herein granted, no monetary amount will be assigned as attributable to any goodwill associated with your operation of the Express Franchise or use of the Proprietary Marks.

(b) The Proprietary Marks are valid and serve to identify us and those who are authorized to use the Proprietary Marks.

(c) You will not directly or indirectly contest the validity or Alamo’s ownership of the Proprietary Marks, nor will you directly or indirectly contest the validity of the trademark license and rights granted to us by Alamo.

1.7. Non-Exclusive License of the Proprietary Marks. Use of the Proprietary Marks does not give you any ownership interest or other interest in the Proprietary Marks, except the franchise granted in this Agreement. The right and license of the Proprietary Marks granted hereunder to you is non-exclusive, and we thus have and retain the rights, among others to use the Proprietary Marks in connection with selling products and services and to grant licenses and Express Franchises to others to use the Proprietary Marks, in addition to those already granted to existing franchisees. You will sign any certificate, consent, release or other instrument that may be necessary or desirable for us or any of our franchisees to utilize the Proprietary Marks, or any other names, trade names, trademarks, service marks, insignia, logos, slogans, colors, signs, and commercial symbols that were furnished or approved by us for the operation of Express Offices outside the boundary line of your Territory. Domain names, URLs, and electronic addresses including electronic mail addresses, and use of the Proprietary Marks in connection therewith and/or in any electronic media, including social media accounts, will be subject to our control and approval as further detailed in Section 10.

1.8. Refinements. Any improvements, enhancements, marketing and advertising or public relations programs, marks, domain names, inventions or modifications developed or adopted by you during the Term (“Refinements”) even if not authorized by us, which relate in any way to the operation of an Express Franchises or our business, will be our exclusive property, and

you disclaim any right, title or interest therein. Further, you will immediately disclose to us any Refinements you develop or adopt. If we elect to file for a trademark, patent, copyright, domain name registration or other intellectual property protection relating to any such Refinements (at our sole discretion and expense), you will execute such documents and provide us with such information as we may reasonably request in order to perfect such a filing.

1.9. Legal Proceedings Concerning the Proprietary Marks.

(a) You will promptly notify us of any unauthorized use of the Proprietary Marks or marks that may be similar or infringing, as well as any challenge to the Proprietary Marks. You acknowledge that we have the sole right to direct and control any proceedings or litigation involving the ownership, infringement or validity of the Proprietary Marks, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks.

(b) If we undertake the defense or prosecution of any proceeding or litigation relating to the Proprietary Marks, you will cooperate with us, and execute any and all documents and to do such acts and things as may be necessary to carry out such defense or prosecution, including becoming a nominal party to any legal action.

(c) We reserve the right to discontinue any of the Proprietary Marks or substitute different proprietary marks for use in identifying Express Franchises at our sole discretion. You shall comply with our directions with respect to any discontinued or substitute Proprietary Marks within thirty (30) calendar days after notice. We are not required to reimburse you for any expenses that you incur in discontinuing or modifying the use of any Proprietary Mark or for any expenditures made by you to promote a discontinued or substitute Proprietary Mark.

(d) We will indemnify you for any damages you suffer as a result of a third party claim of infringement based on your use of any of the Proprietary Marks in accordance with this Agreement or The Manual, including the costs you incur in connection with transitioning away, if necessary, as a result of any such claims, from the use of the Proprietary Marks to the use of other names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs and other commercial symbols that we may designate in our sole discretion.

**2. Territory**

2.1. Grant of Territory. In accordance with the terms of this Agreement, we grant to you the right to operate an Express Franchise at a location within the boundary line of the territory described on Exhibit E (the "Territory"). Exhibit E includes a description of the Territory and the location of your Express Office. Your Territory will have, at the time we sign this Agreement, a minimum of 30,000 jobs. We do not guarantee any specific number of available job placements within the boundary of your Territory, or that any specific employers or businesses are located or based within the boundaries of your Territory.

2.2. Exclusivity of Territory. Except as otherwise provided for herein, during the Term, provided that you perform your duties under this Agreement, are not in default, and have maintained your Express Offices as required, we will not establish within the boundaries of your Territory, other Express Franchises or company-owned businesses which provide Services,

whether under the same or different names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs, or other commercial symbols.

### 2.3. Associates; Client Business Locations; Open Territories.

(a) You will send associates (“associates”) only to client business locations within the boundary line of Your Territory.

(b) You will not send associates to a client business location within the boundary line of another Franchisee’s territory even if the client is located within the boundary line of your Territory, or if the associate will be working from home or another location within the boundary line of your Territory but for a client business location within the boundary line of another Franchisee’s territory. If you violate the restrictions set forth in Section 2.3(a) or this Section 2.3(b), we may charge you a special fee, as specified in The Manual, as liquidated damages. You acknowledge that actual damages likely to result from a breach of this provision are difficult to estimate on the date of this Agreement and that the amount of the liquidated damages is a reasonable estimate of those actual damages. Your payment of liquidated damages would serve to compensate us for any breach of your obligations under this provision, and the liquidated damages would not constitute a penalty.

(c) You may send associates to a client’s business location in a territory or area that has not been granted to another franchisee (an “open territory”) only with our written approval. Sending associates to a client business location in an open territory does not establish any rights of you to the open territory. If you provide associates to a client business location in an open territory which subsequently is sold to another franchisee, you can continue servicing that client for up to one year from the date on which the other franchisee opens its Express Office in the formerly open territory, during which time you will introduce the other franchisee to your client. At the end of that one-year period, you will (i) relinquish the client business location to the other franchisee who acquired the open territory, (ii) notify the client that further requests for associates should be directed to the other franchisee, and (iii) coordinate the transfer of the associates at the client business location to the other franchisee in such a manner as to minimize the impact of the transfer on the client business location. If you violate the restrictions set forth in this Section 2.3(c), we may charge you a special fee, as specified in The Manual, as liquidated damages. You acknowledge that actual damages likely to result from a breach of this provision are difficult to estimate on the date of this Agreement and that the amount of the liquidated damages is a reasonable estimate of those actual damages on the date of this Agreement. Your payment of liquidated damages would serve to compensate us for any breach by you of your obligations under this provision, and the liquidated damages would not constitute a penalty.

(d) You may not directly market to potential clients located outside the boundary line of your Territory without our prior written approval. You may advertise using methods that are generally circulated or broadcast throughout your Territory and that extend beyond your Territory, such as, but not limited to magazine or newspaper advertisements, use of mail zones, or radio or television broadcasts, so long as such advertisements or broadcasts are not specifically targeted to primarily reach areas or clients outside of your Territory. You may not establish physical associate recruiting stations or locations, hold in-person associate recruiting events, or otherwise establish any type of physical recruiting presence outside the boundary line

of your Territory without (i) the prior written approval of the owner of the territory in which you wish to establish a physical recruiting presence, and (ii) our prior written approval. Your failure to comply with the requirements of this provision will constitute a material default under this Agreement.

(e) All clients serviced by you will be our clients.

2.4. Different or Additional Territories. You may not establish or operate a business using the Proprietary Marks in a different or additional territory or area without our prior written consent and unless (i) we grant you an additional franchise, or (ii) we include the additional territory or area in an addendum to this Agreement.

(a) We may, in our discretion, agree with you to amend this Agreement to permit you to establish and operate a business using the Proprietary Marks in a different or additional territory if:

(i) You were in the Circle of Excellence the year prior to your request to open an additional franchise territory or you are on track to achieve Circle of Excellence during the year of your request;

(ii) You obtain our approval of your Expansion Application;

(iii) You have not sent us and we have not received a non-renewal notice from you;

(iv) You adhere to the transfer of ownership requirements set forth in this Agreement; and

(v) You are not in default under this Agreement.

2.5. Our Reserved Rights. You will only have the right to operate the Express Franchise subject to the terms and conditions of this Agreement. We specifically reserve all other rights, now and in the future, to ourselves and our affiliates, including but not limited to the following:

(a) To establish franchised or company-owned businesses, using the Proprietary Marks or otherwise, outside the boundary line of your Territory.

(b) To establish franchised or company-owned businesses operations, within the boundary line of your Territory, using the Proprietary Marks or otherwise, so long as the services being provided are not the Services, but are other services (such as recordkeeping, payroll services, or accounting) and to enter into arrangements with others in order to provide such other services.

(c) To establish franchised or company-owned businesses, within the boundary line of your territory, using the Proprietary Marks or otherwise, that provide Services for any occupation that is not a Core Occupation or a Professional Occupation, including, without limitation, those occupations that are Specialty Healthcare Occupations;



(d) To establish franchised or company-owned businesses, within the boundary line of your Territory, using the Proprietary Marks or otherwise, that provide Services for Professional Occupations but only if (i) you do not timely exercise your rights to the SRG Services within the SRG Option Period; (ii) you fail to meet the SRG Services performance requirements set forth in Section 1.2 by the expiration of the SRG Option Period or at any time thereafter; (iii) you notify us in writing of your waiver of your right to perform the SRG Services; or (iv) your option or right to provide SRG Services is otherwise validly waived or terminated pursuant to Section 1.2..

(e) Within or outside the boundary line of your Territory, to develop additional or different personnel placement services, or to develop an application of personnel placement services for particular categories of clients, and in, but only corporate such services or such applications into the Express Franchise business being granted to you by this Agreement, subject to the terms and conditions which are made applicable to those new services or applications at the time of their introduction; or to develop a new franchise or license for such new service; provided, however, that we will not offer to issue said franchise or license within the boundary line of your Territory unless we have previously offered it to you and you have rejected it or not accepted it within 90 days of our offer.

(f) To purchase, merge, acquire or be acquired by an existing personnel service or any other business, and to operate, franchise or license those businesses outside the boundary line of your Territory using the Proprietary Marks or any other marks following the purchase, merger, acquisition, or acquisition.

(g) To periodically adjust and modify the boundary line of your Territory, as we reasonably determine to be necessary or appropriate, in order to more properly or more accurately describe the boundaries or area; correct inaccuracies or discrepancies in boundaries; conform the boundaries to areas that we identified as within the boundary line of your Territory at the time of signing this Agreement; or clarify, correct, or better describe the boundary line or area based on physical, political, or topographical characteristics, including changes to those characteristics that may occur at any time after you execute this Agreement. Adjustments may result in a reduction of the area comprising the Territory, but the Territory will have, immediately after the adjustment, a minimum of 30,000 jobs. Any adjustment will be effective immediately our written notice to you describing the adjusted boundary line of your Territory.

### **3. Term and Renewal**

3.1. Initial Term. The initial term of this Agreement shall be five (5) years from the date of this Agreement, unless sooner terminated or cancelled as provided in this Agreement.

3.2. Renewal Terms. At the end of the initial five (5) year term, you may apply for a renewal for an additional period of five (5) years by giving us notice of your desire to renew at least six (6) months but not more than 12 months before the end of the initial term. At the end of the renewal term, you may apply for an additional five (5) year term by giving us notice of your desire to renew at least six (6) months but not more than 12 months before the end of then-current renewal term. Each of the foregoing exercised and agreed upon renewal terms, together with the initial five (5) year term shall be collectively referred to herein as the “Term.” Subject to applicable

laws, we may grant you a renewal term in our sole discretion. If we elect to grant you a renewal term, your right to renew, in each case, is subject to the following conditions:

(a) You have timely given written notice of your election to apply for renewal as set forth above.

(b) Neither you nor any of your principal owners are, when notice is given or at the effective date of the renewal, in default of any provision of this Agreement, or any other agreement between you or any of your principal owners and us.

(c) Unless otherwise approved by Express, neither you, nor any of your principal owners, have within the 24 months preceding the end of the initial term or then-current renewal term, as applicable, (i) been in default under this Agreement for any reason on two (2) or more occasions or (ii) have failed to achieve a passing score on any individual matters related to legal compliance on any two (2) audits of your Express Franchise conducted by us.

(d) All amounts owing to us have been paid or satisfied.

(e) You execute the then-current form of franchise agreement that we are offering to prospective franchisees which may contain terms and conditions substantially different from those in this Agreement, including without limitation, different requirements relating to the structure of payments, royalties, national marketing and advertising expenditures, and methods of computing the same or determining payments. You will not be required to pay an initial franchise fee.

(f) Your principal owners and manager attend and satisfactorily complete the retraining or refresher training programs at the time and place as we may require. The cost and expense of your transportation, lodging, meals and incidental expenses during this training will be your responsibility.

(g) If your Express Franchise has not achieved Circle of Excellence status (as set forth in The Manual) within the first four (4) year period of the initial term or renewal term, as applicable, you or your principal owners may be required to develop and provide a business case in favor of renewal which may include, without limitation, providing a presentation, at a mutually agreed time and place, of any efforts you are implementing to improve performance of your Express Office to an Express leadership team.

(h) You perform reasonable remodeling, repairs, replacements and redecoration as we may require so your Express Office conforms to the then-current plans and specifications being used for new or remodeled Express Offices. We will notify you of the requirements within 30 days after receipt of your notice of renewal.

(i) You and your principal owners owning 5% or more of your equity interests will execute a general release, in a form satisfactory to us, of any and all claims against us, our subsidiaries, affiliates, successors and assigns and their respective officers, directors, shareholders, managers, members, partners, agents, representatives, and employees, in their corporate and individual capacities, including but without limitation, claims arising under this Agreement and federal, state, and local laws, rules and ordinances.

#### 4. Our Duties

4.1. Our Duties. Once this Agreement is executed, and you have paid the Initial Franchise Fee required upon signing, we agree to perform the following services in regard to your Express Franchise in order to facilitate consistency among franchisees and quality of Services under the Proprietary Marks; to effectuate national compliance with statutes and regulations; and promote consistency in advertising and marketing procedures and materials using the Proprietary Marks:

- (a) Provide you training as detailed in Section 9.
- (b) Arrange for insurance coverage for associates as set forth in The Manual.
- (c) Provide The Manual, materials and sales programs that will assist in the operation of your Express Franchise.
- (d) Provide guidance in setting up procedures and records for the operation of your Express Franchise and supply any forms necessary for reporting to us.
- (e) Provide you a suggested interior layout and design for use in establishing your new Express Office, including specifications for all required workstations, servers, printers, network peripherals and cabling, and approved signage.
- (f) Administer all accounting and bookkeeping records concerning payroll, billings, accounts receivable and payroll taxes for associates.
- (g) Continue to offer advice, guidance and assistance through correspondence, telephone, and personal instruction on all phases of the operation and promotion of the Express Franchise. We will provide a toll-free number for communications with us.
- (h) Provide marketing/advertising assistance as detailed in Section 12.
- (i) Notify you of requests for service within the boundary line of your Territory as we become aware of them.
- (j) Provide for your use, during the Term, proprietary and/or third-party software that includes an inventory database for associates and Direct Hire Services candidates for matching a client's needs with the skill level of available associates and candidates, and reports to us information about each associate that you have placed with clients during the previous week.
- (k) Provide for your use, during the Term of this Agreement, the Express Selection Process (ESP) computer/internet-based skills testing package, which may, in our discretion, utilize testing software provided by a third-party. You must pay the annual maintenance charges for the package.
- (l) Provide for your use, during the Term of this Agreement, the Express Selection Process (ESP) Light Industrial Testing Package.

(m) Provide communication regarding items that may be of interest to you, including developments which may affect your Express Franchise.

(n) Indemnify and hold you harmless for losses, expenses, and third party claims in connection with or arising out of injury or alleged injury or personal injury to any person, or damage or alleged damage to property of others resulting from or associated with the activities of the associates in the course of their employment, if the policies and procedures in The Manual applicable to the hiring and placement of associates are followed by you. We have the sole right to direct and control any legal, administrative, or other proceedings involving losses, expenses, and claims for which we are or may be required to indemnify you under this section, including any settlement. If we undertake your defense, you will promptly execute any and all documents and take such action as may, in our judgment, be reasonably necessary to carry out such defense.

(o) Promptly forward to you copies of any summons, subpoena, service of process, or notice of order of appearance in any suit or proceeding in which you are involved and cooperate with your attorney and insurer in any defense you may make.

(p) Abide by all municipal, county, state and federal laws, and all orders, rules, and regulations issued pursuant to those laws, which are applicable to our business and the performance of our obligations under this Agreement and affect your Express Franchise as contemplated by this Agreement.

(q) Keep The Manual, materials, and programs for each area of your Express Franchise updated by regular review.

## 5. Your Duties

5.1. Your Duties. Once this Agreement is executed, you agree to perform the following in regard to your Express Franchise in order to facilitate consistency among our franchisees and quality of Services under the Proprietary Marks; to effectuate national compliance with statutes and regulations; and promote consistency in advertising and marketing procedures and materials using the Proprietary Marks:

(a) Begin operation of your Express Franchise and open your Express Office within the boundary line of your Territory within 180 days from the date of this Agreement, unless we grant you a written extension.

(b) Establish and maintain an Express Office within the boundary line of your Territory from which to conduct the business of your Express Franchise, maintain an Express Office in a safe, orderly, and clean state, presenting a businesslike appearance, and keep it properly staffed, furnished, and identified as an Express Office. You acknowledge and agree that:

(i) No products, services, or businesses other than the Services may be offered or conducted from your Express Office.

(ii) Your Express Office must be located in a place suitable for interviewing associates and candidates and for meeting the general public and clients.

(iii) You will purchase and display a sign which complies with our specifications, if sign rights can be secured at your approved location. All signs on doors, windows, or walls must conform to our regulations. Any deviation from the suggested interior layout and design we provide you for establishing your new Express Office must be approved in advance in writing.

(c) Furnish us with current home addresses, phone numbers, and other contact information, of your owners and, upon our request, provide updates of personal financial statements or other credit information of your owners.

(d) Register the telephone numbers used in your Express Franchise with the telephone company as Express Employment Professionals® and answer in a way as to identify them as the Express Employment Professionals® telephones. Said telephone service shall have a minimum of four lines. You will refrain from transacting, marketing, or advertising any other business using that telephone service. Telephone listing and numbers and social media accounts related to the Express Franchise are our property. Bills should be rendered to us at the local office address but paid by you. You shall use “Express Employment Professionals” as your operating business name for all online business listings and site directories. We may assess an annual commission deduction not to exceed \$600 from your portion of the Gross Margin to cover the expenses of online business management we perform. As with all of your duties set forth in this Section 5, the requirements and procedures in this subparagraph (d) are instituted to maintain quality and consistency in advertising and marketing materials. Further, you agree to refrain from changing the address or telephone numbers of your Express Franchise without our prior written approval.

(e) Attend, or designate someone from your Express Franchise to attend, one of our initial training sessions for Express Employment Professionals® held in Oklahoma City, Oklahoma or virtually, as we may determine in our discretion, prior to opening, and provide both initial and Continuing Education Training in our systems, procedures, and methods of business operations to your full-time personnel utilizing our standard training procedures in The Manual, as it may be updated, supplemented, and revised. If your training session is conducted virtually then we shall have no obligation to reimburse or otherwise pay you any amounts for your expenses incurred in connection with such training. You acknowledge our right to protect our name, reputation, image and good will by requiring any individual employed by you in connection with your Express Franchise to demonstrate a level of competence and proper implementation of the operating systems and procedures for their particular position.

(f) Purchase personnel workstations, servers, printers, modems, other network peripherals and cabling, laptops, tablets, and other equipment which will conform to the requirements and specifications contained in The Manual.

(g) Develop, manage, and continuously operate your Express Franchise and implement our programs in within the boundary line of your Territory. You or, if franchisee is an entity, the principal owner must be actively involved in the day-to-day operation of your Express Franchise and shall be required, at a minimum, to do each of the following: (a) materially participate in the daily operations of the Express Franchise as set forth in The Manual including, without limitation, being physically present in the Express Office on a daily basis; (b) participate

in and adhere to sales, service and recruiting operating metrics for the Express Franchise as outlined in The Manual; and (c) consistently perform management and administrative functions of the Express Franchise including, but not limited to, hiring and management of internal team, payroll and expense management, and weekly management of Accounts Receivables. You agree to employ at all times a staff of employees in compliance with our minimum staffing requirements as contained in The Manual. You agree to comply with the credit policies as contained in The Manual.

(h) Strictly comply with our standards, policies, rules, methods of operation, procedures, programs, and ethics as described in our training programs and The Manual, including instructions or directives that we may give you in the future, or as we may add to or amend in the future.

(i) Develop, in good faith, all of our Services to the greatest extent possible. You agree to solicit available clients within the boundary line of your Territory and furnish them with qualified associates on our payroll as orders from clients are received, and as we may direct. With respect to associates, you also agree to furnish to us all necessary billing information, sales, use, franchise, and other similar tax information (including the type of Services provided by the associates, the location (including the state, county, and city) at which the Services are provided, the relevant tax authority, and a detailed calculation of the applicable sales, use, franchise, or other tax), and payroll information. You additionally agree to maintain records as we require and direct on forms we provide for those and other purposes.

(j) Use the forms, stationery, business cards, marketing and advertising matter, signage, brochures and supplies of a size, color, material, typestyle, layout, and quality we require or approve, as we may revise or amend from time to time.

(k) Advertise, recruit, screen, test, interview, train and place associates in conformity with the standards we establish without regard to race, color, religion, gender, national origin, age, physical handicap, and to hire these associates on our payroll at an hourly rate of pay which will average an amount less than the hourly amount charged to the clients.

(l) Maintain business hours as specified in The Manual.

(m) Conduct comparative shopping of competitors' pay rates and bill rates under our direction as provided for in this Agreement.

(n) Make all placements of associates in the name of Express Employment Professionals®, and refrain from placing yourself or any of your regular internal staff members on our payroll.

(o) Assist in collection of unpaid accounts (including unpaid sales, use, franchise, and other similar taxes) in conformity with our procedures and as we may direct. Any penalties or assessments resulting from taxing authority audits will be your responsibility.

(p) Accept only those job orders from clients that conform to standards, procedures, and credit policies specified in The Manual; ensure that all clients conform to the standards and procedures and credit policies specified in The Manual; submit all contracts with

clients to us for approval before providing Services under such contracts. Contracts include any written agreement entered into with a client to provide associates, other than through the use of our standard time cards or our unaltered standard staffing agreement. Any deviation from this procedure is subject to our prior written approval. You may not accept, directly or indirectly, any job order assignment that would violate any wage and hour law or the Fair Labor Standards Act; that might endanger an employee's health, safety or physical well-being; or that provide associates to a client whose own employees are engaging in a strike or other work stoppage. You may not engage in employee leasing unless allowed under applicable state law and you have obtained our prior written approval.

(q) Make timely responses and attend all hearings involving unemployment compensation claims against us that may arise out of this Agreement if we have a defense to the claims, and promptly notify us of claims and provide pertinent information relating to the claims. You may not engage an attorney to represent us unless we specifically authorize you to do so.

(r) At your own expense, defend and indemnify us, and hold us, our affiliate companies, subsidiaries, successors, and assigns and the designees of each, harmless to the fullest extent permitted by law against (a) any claims, judgments, or liabilities arising under or related to any contract that we have not approved; and (b) all damages, losses, liabilities, costs, administrative penalties and fines and other expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether judgment is entered) or any settlement payment that is made as a result of any of the following:

(i) Any aspect or the operation of your Express Franchise, including any acts or omissions by you or your employees, officers, directors, shareholders, managers, members, partners, owners, management, agents, representatives, or any third party, whether or not in connection with your Express Franchise; any claims of personal injury or death suffered by any client, applicant, visitor or employee of yours; crimes committed on or near your Express Office or any facilities of your business; or any claims for liability for services provided or products manufactured by third parties that are used, offered, or sold or leased by you;

(ii) Any claims of your creditors;

(iii) Any claims by or against you or any of your employees, officers, directors, shareholders, managers, members, partners, owners, management, agents or representatives, or any third party, including claims asserted between or among themselves;

(iv) Any claims of infringement or actual violation of any trademark, copyright, or other proprietary mark owned or controlled by third parties;

(v) Any claims of libel, slander or any other form of defamation asserted against you or any of your employees, officers, directors, shareholders, owners, managers, agents, or representatives;

(vi) Any claims or actual violations of any international, federal, state, or local laws, including Data Protection Laws;

(vii) Any claims for, or related to, sales, use, franchise, or other similar taxes;

(viii) Any claims arising from or relating to applicable employment-related Federal, State and local laws, regulations and ordinances, including but not limited to those concerning your employment, hiring, firing and discharge of your employees, hours worked, provision and/or posting of required employment-related notices, provision of paid sick leave, rates of pay, payment of all wages, payment of all employment-related premiums, penalties and interest, provision of other benefits, provision of adequate workers' compensation coverage, provision of the required medical coverage, and the payment of all required taxes and contributions with respect to your Express Franchise internal agents or employees.

(ix) Any fines, penalties or claims that are assessed or brought by the credit card companies or another third party for failing to comply with the PCI Security Standards, and/or any unauthorized access to, modification or use of Payment Card Data;

(x) Any Security Incident (unless such Security Incident was solely and directly attributable to our negligence); and

(xi) Any breach by you of your obligations under this Agreement.

(s) Create, maintain, preserve, and make available to us or our authorized representative for review and audit (at reasonable times) any and all records required to be created, maintained, preserved, or made available to us or our authorized representative by applicable law, this Agreement, or The Manual, including billing information, tax information and returns, and payroll information in relation to associates only.

(t) Be solely responsible for and pay all operating expenses of your Express Franchise, including payment of salaries and wages to your staff, taxes, insurance, marketing and advertising, rent, utilities, telephone, and leased or rented equipment, and other expenses. You may not incur any obligations on our behalf. You authorize us to deduct from your portion of the Gross Margin on a monthly basis invoices sent to you, including those relating to taxes (including sales, use, franchise, and other similar taxes) paid by us on your behalf, corrections to prior calculations of the Gross Margin and your share of Gross Margin, your purchase of fixtures, equipment, and supplies, and other amounts deemed we deem necessary.

(u) You will not publish or use any rate schedules or engage in any practice which would tend to mislead the public regarding Services.

(v) Abide by all municipal, county, state, and federal laws, and all orders, rules, regulations, and licensing requirements issued or imposed pursuant to those laws which in any way affect your Express Franchise as anticipated by this Agreement. Promptly forward to us copies of any summons, subpoenas, process, or notice of order of appearance in any suit or proceeding in which you and/or we are involved, and cooperate with our attorneys and insurers in any defense we may make.

(w) If a claim, suit, action, or proceeding is instituted against you (to the extent we are not required to indemnify you pursuant to Section 4.1(n) above) or instituted by you arising



out of or in connection with your Express Franchise, you shall notify us within three (3) business days and, upon request, supply us with copies of relevant documents related thereto and keep us informed of significant developments, with the exception of any attorney-client privileged information.

(x) Attend the annual International Leadership Conference each year at your own expense.

(y) You understand and agree that this Agreement only gives you the right to use our provided software, testing, and training programs at your location and does not transfer title or ownership to the software, testing, and training programs to you. You agree to not reverse assemble or reverse compile the software. You agree not to copy the provided software and programs unless instructed to do so. You agree not to publish or disclose to any third party any confidential or proprietary information contained in the software and programs. If you receive any compensation not reportable under your Agreement from utilizing our software, testing or training programs, you agree to pay to us 40% of any compensation on the 15<sup>th</sup> day of the month following the month during which you received the compensation. If this Agreement is terminated or cancelled for any cause, you agree to return the originals and all copies of any software, testing or training programs, materials, security key(s) and all related documentation that you have been provided.

(z) We have negotiated national contracts with certain clients. If you participate in these programs, you will be required to charge such clients in accordance with the rates set forth in those contracts and otherwise comply with all requirements applicable to you under such contracts.

(aa) You must satisfy the following Minimum Performance Standards. We shall set the baseline amount and we may increase or change the Minimum Performance Standards baseline amount annually in our discretion, but, during the initial term, we may not increase the Gross Margin baseline amount during any 12-month period by an amount that is more than the greater of (a) the corresponding percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, 1982-84=100 for such year and (b) 5% of the immediately preceding baseline amount.

(i) If your Express Franchise has been open more than 12 months but less than 24 months, you must have a combined total Gross Margin and Gross Receipts of at least \$50,000 per calendar quarter; provided however, you must have a minimum Gross Margin of \$41,500.

(ii) If your Express Franchise has been open more than 24 months but less than 36 months, you must have a combined total Gross Margin and Gross Receipts of at least \$70,000 per calendar quarter; provided however, you must have a minimum Gross Margin of \$58,100.

(iii) If your Express Franchise has been open more than 36 months, you must have a combined total Gross Margin and Gross Receipts of at least \$118,750 per calendar quarter; provided however, you must have a minimum Gross Margin of \$98,750.

(bb) You agree not to (and to use your best efforts to cause your current and former shareholders, members, officers, directors, principals, agents, partners, employees, representatives, affiliates, successors, and assigns not to) (i) disparage or otherwise speak or write negatively, directly or indirectly, of us, our affiliates, any of our or our affiliates' directors, officers, employees, representatives, or affiliates, the Express Employment Professionals® brand, the Express Franchise, any other business using any of the Proprietary Marks or (ii) take any other action which would, directly or indirectly, subject the Express Employment Professionals® brand to ridicule, scandal, scorn, reproach, or indignity or which would negatively impact the goodwill of us or the Express Employment Professionals® brand.

## 6. Initial Fees

6.1. Initial Franchise Fee. You must pay us an Initial Franchise Fee in the amount of \$40,000 when you execute this Agreement. Granting you the Express Franchise as provided in this Agreement constitutes the sole consideration for the Initial Franchise Fee. We are a member of the International Franchise Association and participate in the IFA's VetFran Program, and we offer qualified veterans a 50% reduction in our Initial Franchise Fee. You may also be eligible for a discount if expanding your Express Franchise.

6.2. Branch Office Fee. You may, during the Term of this Agreement, open branch offices within the boundary line of your Territory ("Branch Office"). For each Branch Office, you must enter into a Branch Office Addendum, attached to this Agreement as Exhibit G, and pay us a Branch Office Fee of \$3,000. Revenues from any Branch Office may be reported, at your option, separately or together with all other revenues earned by your Express Franchise for statement of account purposes. Any additional software, equipment, and/or testing or training programs needed for operation of the additional office location will be at your expense.

6.3. Recruiting Station Fee. You may, during the Term of this Agreement, open temporary recruiting stations within the boundary line of your Territory ("Recruiting Station"). For each Recruiting Station, you must enter into a Recruiting Station Addendum, attached to this Agreement as Exhibit H, and pay us a Recruiting Station Fee of \$300. You must operate the Recruiting Stations for the purpose of recruiting associates only.

6.4. Multiple Franchise Agreements – Reduced Initial Franchise Fee. We agree to reduce the Initial Franchise Fee by the following percentages if you or your principal owners enter into another franchise for a different location as the principal owner. One principal owner must own 51% percent or more of the equity interest in the franchise.

Second Agreement	– 25% reduction
Third Agreement	– 35% reduction
All Additional Agreements	– 50% reduction

6.5. Fees Non-Refundable. The Initial Franchise Fee, Branch Office Fee, and Recruiting Station Fee are not refundable under any circumstances.

## 7. Structure of Payments

In consideration of the benefits you derive by your operation of the Express Franchise, the following sets forth the structure of payments.

7.1. Associate Wages. We shall pay each associate on our payroll that you place with a client the wages earned by the person, after deducting and withholding an amount equal to all income taxes, Social Security, and other taxes and deductions which we may be required by applicable law to deduct and withhold. We shall apply all amounts withheld from the wages of associates to the purpose for which they were withheld, and shall send to each associate during the month of January in each year a statement of the wages earned during the preceding calendar year, and taxes and other amounts withheld and applied.

7.2. Client Bills. We shall submit all bills to clients for all associates furnished and shall instruct clients to remit payment directly to us. You shall not create bills or statements to clients but shall use your best efforts to collect bills in accordance with the policies and procedures in The Manual. If payment of any bill is made payable to you, payment shall be deemed to have been received in trust for us, and you shall not deposit or convert the funds received and shall immediately forward the same, properly endorsed, to us. Until a past due amount is charged back to you in accordance with Section 7.8, and the charge back has been paid by you, you agree not to adjust or settle the amount of any bill without our prior written approval.

7.3. Sales Taxes. We will include in all bills to clients charges for sales taxes, if any, based on your calculation of the applicable sales tax, or, if we determine that it is necessary, our calculation of the applicable sales tax. We will remit the portion of any amounts paid to us allocable to sales taxes to the appropriate tax authority as identified to us by you, or, if we determine that it is necessary, to the appropriate tax authority as identified by us. We reserve the right, in our sole discretion, to determine the applicable sales tax and appropriate tax authority, if any, to pay amounts to the appropriate tax authority on account of sales taxes, to settle any disputes with any tax authority with respect to sales taxes, and to deduct amounts we have paid on account of sales taxes from Gross Margin in any manner we determine (which determination may be based on sales or receipts, some or all of which are not subject to sales tax, or any other method). Nothing in this Section 7.3 is intended to limit or restrict your obligations set forth in Sections 5.1(i) and 5.1(r).

7.4. Adjusted Billings. For the purposes of this Agreement, adjusted billings shall be the aggregate amount of bills we send to clients for associates that you placed, plus or minus any adjustments.

7.5. Gross Margin. To determine Gross Margin, we will deduct from adjusted billings the wages earned by associates based on the work hours reported. In addition, we will deduct all credits and taxes measured by sales or gross receipts (including sales, use, franchise, and similar taxes), together with our share of Federal Social Security and Medicare taxes, federal and state unemployment tax contributions, health benefits, insurance premiums, payments made in lieu of providing health benefits or insurance, workers' compensation insurance premiums, disability insurance premiums where required by local law, taxes on union health and welfare payments; fidelity bonding insurance, errors and omissions insurance, and professional liability insurance, if applicable, billing adjustment items (e.g., VMS fees, early pay discounts, etc.); any other direct payroll taxes and insurance premiums based on sales or payrolls that may be levied; and any other

county, municipal, or other local tax (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) (all of which are collectively referred to as direct payroll costs). The balance of the adjusted gross billings shall be defined as the Gross Margin. If we at any time determine that it is necessary to recalculate the Gross Margin for any reason after we have paid you your share of the Gross Margin, we may recalculate Gross Margin at our discretion or add future payments to you of your share of the Gross Margin to effect such recalculation.

7.6. Your Portion of Gross Margin. On the 25<sup>th</sup> day of each month we will remit your portion of the Gross Margin accrued on our books from Services performed under this Agreement during the preceding monthly accounting period which shall have either four or five weeks, as we may determine, according to the provisions as set forth below and subject to the adjustments specified in Section 7.8.

(a) We will pay you 60% of the Gross Margin, subject to the adjustments provided in this Agreement.

(b) If you receive liquidated damages from a client that hires one of our associates in violation of any contract between you and the client, the liquidated damages shall be divided as prescribed in The Manual.

(c) Currently, if you meet both of the following two qualifications, we will pay a bonus to you within 30 days after the close of Our fiscal year end: (i) the annual Gross Margin is at least \$927,600 (which amount shall be adjusted annually in accordance with the increase in the Consumer Price Index), and (ii) the annual Gross Margin percentage is at least 18% or the annual Gross Margin per hour is at least \$3.98 (which amount shall be adjusted annually in accordance with the increase in the Consumer Price Index (CPI)). To determine whether you satisfy both of the above qualifications, you may include all locations in the boundary line of your Territory if you are the majority owner during the applicable fiscal year. A sample bonus qualification calculation is provided in Exhibit F.

7.7. Adjustments to Your Portion of Gross Margin. Your portion of the Gross Margin as specified in Section 7.6 will be subject to the following adjustments:

(a) We will withhold 60% of 1% of the Gross Margin from your portion of the Gross Margin and pay it directly into the Express Marketing/Advertising Fund as set forth in Section 12.3.

(b) We will deduct 1% of the Gross Margin from your portion of the Gross Margin and credit it to your reserve account, which will be used to cover your uncollectible accounts. The amounts in the reserve account will accrue interest at the rate set forth in The Manual, and the amounts in the reserve account will not exceed a maximum amount as specified in The Manual. We will determine each month whether the maximum reserve amount has been reached. We will remit the balance of the reserve account to you within 90 days of the expiration, termination, or cancellation of this Agreement, minus the uncollected amount of Your accounts receivable or other indebtedness to us.

(c) The amount of any account, deemed to be uncollectible and charged back to you according to the provisions of Section 7.8, remaining after the reserve account has been exhausted may be deducted from your portions of the Gross Margin as detailed in The Manual or paid by you.

(d) We will deduct from amounts owing to you any amounts that we pay to associates which we determine to have been paid based upon forged time record slips or based upon fraudulent, erroneous, or improper authorizations to pay.

(e) If you use or have used the wrong workers' compensation classification code and rate for workers you assigned, you will be responsible for 100% of any additional premium assessment resulting from applying the correct code and rate over the period of misclassification.

(f) If you do not satisfy the minimum monthly Gross Margin percentage for each of your individual client accounts as detailed in The Manual, then we will deduct from your portion of the Gross Margin the difference between our portion of the minimum monthly Gross Margin percentage and the actual Gross Margin percentage for that individual client account.

(g) Other adjustments for unsatisfactory work credits, incentive coupons, special overtime, or other deductions that we consider necessary.

(h) You authorize us to deduct from your portion of the Gross Margin on a periodic basis as provided in this Agreement, and following a schedule detailed in The Manual.

(i) You authorize us to deduct from your portion of the Gross Margin (a) any special fee specified in The Manual as liquidated damages for your violation of the territory restrictions set forth in Section 2.3, (b) any damages we incur as a result of your violation of the covenants in Section 17, and (c) any other amounts that you owe us under this Agreement or otherwise.

(j) The Claim/Indemnity Plan limits your financial exposure if you incur a loss from the present Insurance Policy Deductibles and certain other claims. The maximum deductible per occurrence as described in The Manual. Deductibles will be apportioned and allocated between you and us under each of the insurance policies based on the same percentage as Gross Margin. You authorize us to withhold from your portion of Gross Margin and pay into the Claim/Indemnity Plan a pre-determined rate, actuarially determined each year by us, which we may adjust either up or down to provide a sufficient fund which we may use to pay your share of any Claim/Deductibles above the maximum deductible set out in The Manual. Currently, the Claim/Indemnity Plan rate is 0.056% of the gross Associates payroll. We reserve the right to determine the extent to which indemnification will be provided. Additionally, we reserve the exclusive right to manage and control all legal proceedings, including the defense of any claim and any settlement of claims, and you authorize us to do so.

(k) Other adjustments related to recalculations of the Gross Margin, including recalculations on account of assessments and penalties related to sales, use, franchise or other taxes.

(l) Amounts paid into the Claim/Indemnity Plan belong to franchisees and will only be used to pay covered Claims or Deductibles or to reimburse us if we pay a Claim or Deductible in excess of the funds collected at that time. If the Claim/Indemnity Plan is terminated, any funds remaining after reimbursement due us and payment of any applicable expenses will be returned to the franchisees. Otherwise, amounts held in the Claim/Indemnity Plan are non-refundable, even on termination, expiration, or cancellation of this Agreement.

(m) Access to the Claim/Indemnity Plan to pay covered Claims or Deductibles is only granted if you have complied with the policies and procedures contained in this Agreement, The Manual, or as otherwise provided to you.

7.8. Charge-backs of Past Due Accounts.

(a) We will underwrite and carry all client accounts receivable as outlined in The Manual for 75 days from invoice date. If any account remains unpaid for 75 days from invoice date, we may suspend service and will unless otherwise agreed, charge the invoice amount back to you. Amounts we collect on charged-back accounts will be paid to you. We reserve the right to reject or restrict any client as detailed in The Manual.

(b) On client accounts over 60 days old, we may charge you a monthly finance charge as set forth in The Manual.

7.9. Accounts Receivable. You acknowledge that any accounts receivable charged for Services rendered to clients pursuant to the terms of this Agreement are, from their inception, and shall remain our sole property, and you have no right, title or interest in or to any of the accounts receivable. You will look solely to us for payment of any compensation which you may be, or become, entitled to under this Agreement. You agree to execute any and all documents acknowledging this understanding in order to enable us to obtain financing for the accounts receivable, or any other purpose, without charge to us.

7.10. Negative Statement of Account. If, at any time, upon making applicable deductions from the monthly accounting statement, a condition exists which creates a negative statement of account as your share, then the negative statement of account balance shall be deemed a deficit which you must cure through direct payment to us of the amount of the deficit within 20 days of receipt of the monthly accounting statement or as otherwise detailed in The Manual.

## 8. Direct Hire Services

8.1. Direct Hire Services. At the time you and the developer that we designate for your area determine that you are ready to operate the Direct Hire Services portion of the Express Franchise, you must attend or designate someone from your office to attend the training session for Direct Hire Services which will be held virtually or at a location we specify, in our discretion. You are responsible for your transportation, meals lodging, and other expenses relating to this training session. Certain restrictions on billing and payment for Direct Hire Services are also set forth in The Manual, and you agree to comply with such restrictions, as may be revised from time to time, as though fully set forth in this Agreement.

8.2. Structure of Payments.

(a) We shall submit all invoices to clients for Direct Hire Services placements that you make and shall instruct clients to remit payments directly to us. You shall not create bills or statements to clients but shall use Your best efforts to collect bills in accordance with the policies and procedures in The Manual. If any billed amount is paid to you or made payable to you, you will hold the payment in trust for us, not deposit or convert the funds received, and immediately forward the payment to us with any necessary endorsement.

(b) We will remit your portion of the Gross Receipts (as defined in Section 8.2(c)) accrued on our books from Direct Hire Services performed under this Agreement in a timely manner as prescribed in The Manual. Your portion of the Gross Receipts for Direct Hire Services will be 90%.

(c) The term “Gross Receipts” shall mean the total of all money and other remuneration that you receive in your Direct Hire Services business conducted in accordance with this Agreement. The term Gross Receipts shall not include bona fide discounts for promotional programs we recommend or refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of said governmental authorities.

(d) You are responsible for reporting, and must pay and remit, all taxes applicable to the Gross Receipts to the applicable taxing authority (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method), and any applicable penalties and/or interest associated therewith. If we pay any tax on your behalf we will reduce your portion of the Gross Receipts by the amount of such payment.

(e) You must keep accurate business records we require and utilize systems we develop and maintain all records for a minimum of three years. We have the right to inspect and audit your accounts, books, records, and business and personal tax returns at all reasonable times to ensure that you are complying with the terms of this Agreement. If inspection discloses that Gross Receipts actually exceeded the amount submitted by you, you will pay the additional fees due plus interest at a rate of 1.5% per month from the due date plus a 10% penalty on the unpaid amount, but not to exceed the maximum permitted by applicable law. If inspection discloses that Gross Receipts actually exceeded the amount you submitted by an amount equal to 3% or more of the Gross Receipts originally reported to us, you will bear the cost of inspection and audit. Our acceptance of interest and/or penalty payments due from you because of your understatement of the Gross Receipts shall not be considered a waiver of any of our rights or remedies under this Agreement. Your understatement of Gross Receipts shall be a material breach of this Agreement.

(f) We will withhold and pay 2% of the Gross Receipts directly to the Express Advertising/Marketing Fund.

(g) With the exception of Section 2.3(d), Territory restrictions detailed in Section 2 of this Agreement do not apply to Direct Hire Services.

## 9. Training

9.1. Temporary Staffing Services Training.

(a) We will provide initial training program of up to one week in Oklahoma City, OK or virtually, as we may determine in our discretion, and up to two weeks in your franchise office (or virtually or at another designated site for field training we may determine), to train you to operate the Temporary Staffing Services portion of your Express Franchise. We will pay the cost of transportation and lodging while you are in attendance at the classroom training in Oklahoma City, OK, and your field training designation for a maximum of two people (but only if the training is conducted in-person in Oklahoma City, OK and not virtually). Meals, incidental expenses, and any changes made to transportation plans are your responsibility. Procedures for booking flights to training for new franchisees and their staff are as prescribed in The Manual.

(b) We will, within the first 30 days of your operation, have a qualified corporate representative visit you at your location to assist you in your operations. We will pay all our expenses of said visit.

(c) At our expense, we will have a qualified corporate representative visit your location at least one more time the first year and up to two times each remaining year of this Agreement as needed and/or requested by you to assist in the development and promotion of your sales and to perform other services as may be helpful to you. At our discretion, virtual meetings may be substituted for one of the annual visits.

9.2. Direct Hire Services Training. At the time you and the Developer we designate deem you are ready to provide Direct Hire Services, we will conduct, and you or your designee must attend, a required initial training program for up to four days for a maximum of two people (one of whom must be your manager) at a location that we designate to train you to operate the Direct Hire Services portion of your Express Franchise. You must pay the transportation, lodging, meals and incidental expenses for this training for the two people you designate to participate in the training. We will pay the cost of the training sessions.

9.3. Additional Training. We may provide and require you to attend additional training programs at locations we designate at your expense.

**10. Technology and Data Privacy and Security**

10.1. Computer Systems and Required Software.

(a) We may determine, in our sole discretion, that you must purchase all components of the Computer System (defined below) through us. We may specify or require that certain brands, types, makes, and/or models of communications systems, computer systems, and hardware to be used by, between, or among our franchisees, including without limitation:

(i) front office, back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at offices, between or among offices, and between and among you and us;

(ii) physical, electronic, and other security systems;



- (iii) printers and other peripheral devices;
  - (iv) archival back-up systems; and
  - (v) internet circuit access mode (collectively, the “Computer System”).
- (b) we will have the right, but not the obligation, to develop or have developed, or to designate:
- (i) computer software programs and accounting system software that You must use in connection with the Computer System (“Required Software”);
  - (ii) updates, supplements, modifications, or enhancements to the Required Software, which you will install;
  - (iii) the tangible media upon which you will record data; and
  - (iv) the database file structure of your Computer System.
- (c) You must use the Computer System and Required Software.
- (d) You will make available appropriate resources and/or make available time to facilitate the upgrades and other changes to the Computer System and Required Software as we consider necessary or appropriate (collectively, “Computer System Upgrades”).
- (e) You will comply with all specifications that we issue with respect to the Computer System and the Required Software, and with respect to Computer System Upgrades. You will also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form, and at the times we request.

10.2. Computer System Data and Information. We may specify in The Manual or otherwise in writing the information that you will collect and maintain on the Computer System used in connection with your Express Franchise, and you must provide us such reports as we may reasonably request from the data so collected and maintained. All Express Services Data (as defined in Section 10.3(b) below) is and will be owned exclusively by us during the Term of, and following expiration, termination, or cancellation of, this Agreement. We have the right to use such Express Services Data in any legally permissible manner we deem appropriate without additional compensation to you. Copies and/or originals of such data must be provided to us upon our request.

10.3. Data Privacy and Security. You will abide by all applicable Data Protection Laws (as that term is defined below). Additionally,

- (a) You will not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent.
- (b) Express Services Data. All data regarding actual or prospective clients or associates which is input into your Computer System, or otherwise generated, created or obtained

by us, our affiliates or our respective subcontractors, or you or your affiliates (“Express Services Data”) is and shall remain the property of us (and our affiliates) and shall at all times be Confidential Information. You shall provide us with access to all Express Services Data in your possession or control on a regular basis, and we shall have the right to access your Computer System and other computer systems upon request to review and retrieve Express Services Data. We grant you a limited, revocable, non-transferrable right and license to use the Express Services Data during the Term solely as necessary to operate the Express Franchise. Unless we (in our sole discretion) have approved in writing and in advance or as otherwise required by applicable law, and, to the extent required by applicable law, including without limitation the Data Protection Laws, the Express Services Data shall not be: (a) used by or on behalf of you for any other purpose, (b) disclosed, sold, assigned, leased or otherwise provided to third parties by or on behalf of you, or (c) commercially exploited by or on behalf of you or any third party. To the extent you acquire any rights in the Express Services Data by operation of applicable law, you hereby irrevocably assign, transfer and convey to us (and you shall cause your agents to assign, transfer and convey to us), without further consideration all of your and their right, title and interest in and to the Express Services Data. Upon request by us, you shall and shall cause your agents to execute and deliver to us any other documents that may be necessary or desirable under any applicable law to preserve, or enable us to enforce, our rights with respect to the Express Services Data. You shall limit the disclosure of Express Services Data to only those of your personnel who have been advised of the proprietary nature of the Express Services Data and who have acknowledged the obligation to maintain the confidentiality of the Express Services Data in accordance with the terms of this Agreement and shall only use the Express Services Data to operate the Express Franchise.

(c) Data and Consumer Protection Laws. You represent, warrant and covenant that you are familiar with the requirements of, and that you have been, are and will continue at all times to be, in compliance with all consumer protection laws, data protection, privacy and cybersecurity laws applicable to consumer, employee (including employee beneficiaries or emergency contacts), and/or transactional information, that are applicable to your Express Franchise, us or you, including but not limited to the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Information and on the free movement of such data (General Data Protection Regulation) (“GDPR”), U.S. state privacy laws, as applicable, including the California Consumer Privacy Act of 2018 (as amended and pursuant to regulations promulgated thereunder, collectively, “CCPA”) including all those requirements set forth in subsection (f) below, the Colorado Privacy Act, the Connecticut Data Protection Act, the Virginia Consumer Data Protection Act, and the Utah Consumer Privacy Act, laws regulating the collection, use and/or disclosure of biometric identifiers and/or biometric information, the Telephone Consumer Protection Act of 1991 (“TCPA”), the Controlling the Assault of Non-Solicited Pornography and Marketing Act (the “CAN-SPAM Act”), the Telemarketing Sales Rule (“TSR”) and the Junk Fax Prevention Act, any regulations related thereto, and similar federal, state and local privacy-related and telemarketing-related laws, rules, regulations and ordinances, the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*, as amended by the Fair and Accurate Credit Transactions Act (“FACTA”), and all regulations implementing the FCRA and FACTA, including the Identity Theft Red Flags and Address Discrepancies Rule, security breach notification laws, laws imposing minimum security requirements (such as Cal. Civ. Code § 1798.81.5, 201 Mass. Code Reg. 17.00, and Tex. TC Bus. & C. 521.052), and laws requiring the secure disposal of records containing certain Personal

Information (such as N.Y. Gen. Bus. Law § 399-H), which include without limitation, all U.S. federal, state and local laws, and foreign laws, currently in effect and as they become effective, that relate in any way to the privacy, confidentiality or security of Personal Data, or any data that You collect, share, store or otherwise process or control, including by way of example, and not by way of limitation, security breach notification laws, laws imposing minimum security requirements, laws requiring the secure disposal of records, biometric privacy laws and data broker registration requirements, (collectively, the “Data Protection Laws”). You further represent, warrant and covenant that no person (including any governmental authority) has provided you any notice or commenced any action or investigation with respect to a potential violation by you of the TCPA or any other applicable law, and that you will notify us of any such notice, action or investigation by e-mail at Legal@expresspros.com within fifteen (15) calendar days following your receipt of such notice, action or investigation. Additionally, you shall take such actions and execute such documents, disclosures, and notices as required by law or as requested by us that are necessary for compliance with any of the Data Protection Laws by us or our affiliates. You will reimburse us and our affiliates for all costs and damages incurred in connection with your non-compliance with the Data Protection Laws.

(d) Individual Rights Requests. You shall promptly notify us, and in any case within two (2) days of receipt, unless specifically prohibited by laws applicable to you, if you receive (i) any requests from an individual with respect to Express Services Data, including opt-out requests, requests for access and/or rectification, erasure, restriction, requests for data portability and all similar requests; or (ii) any complaint relating to the processing of personally identifiable information, including allegations that the processing infringes on an individual’s rights (“Individual Rights Requests”). You are responsible for the intake and triage of all Individual Rights Requests received directly from an individual or from us on behalf of an individual. You will provide relevant information and assistance reasonably requested by us to demonstrate your compliance with your obligations under this Agreement and assist us in meeting our obligations under Data Protection Laws regarding: (i) ensuring the security of Express Services Data; and (ii) the carrying out of privacy and data protection impact assessments and related consultations of data protection authorities. You agree that you will inform us if you believe that any of our instructions made in the context of an audit or inquiry regarding the processing of Express Services Data pursuant to this Agreement would violate applicable law.

(e) Cooperation and Information Requests. You agree to reasonably cooperate and coordinate with us concerning: (i) our investigation, enforcement, monitoring, document preparation, notification requirements, efforts to prevent and mitigate, and reporting concerning Security Incidents and your and our compliance with Data Protection Laws; and (ii) any other activities or duties set forth under this Section for which cooperation between you and us may be reasonably necessary. You shall cooperate with us in responding to any party, non-party or government request or demand (including but not limited to requests or demands in connection with an audit, assessment or investigation) made to us for information regarding personal data or any provision of Section 10. In the event that such a request or demand is provided to or served on us, you shall provide us with access to such information in the format in which it is maintained in the ordinary course of business (or, at our discretion, in any format necessary to satisfy the request or demand) within twenty-four (24) hours of receipt of any request by us for such access unless we indicate to you that a longer time frame is acceptable.

(f) CCPA Service Provider Designation.

(i) Notwithstanding anything to the contrary contained herein, if you receive any personal information (“Personal Information”) as defined and applicable under the CCPA, you shall not:

- (1) engage in “selling”, as defined under the CCPA, of Personal Information received from us or collected on our behalf,
- (2) retain, use, or disclose Personal Information received from us or collected on our behalf for any purpose other than for the specific purpose of performing the Services outlined in Section 1.1, which constitutes the business purpose for which you are processing Personal Information on our behalf (“Business Purpose”).
- (3) retain, use, or disclose Personal Information that you collect pursuant to this Agreement for any commercial purpose other than the Business Purpose, and
- (4) retain, use or disclose Personal Information that you collect pursuant to this Agreement outside the direct business relationship between you and us. By way of example, and not by way of limitation, you shall not combine or update personal information that you collect pursuant to this Agreement with Personal Information that you receive from another source or collect from your own interactions with employees or consumers.

(ii) You shall comply with all applicable sections of the CCPA, and, with respect to Personal Information collected pursuant to this Agreement, you shall provide the same level of privacy protection as required of businesses by the CCPA. By way of example and not by way of limitation, you shall cooperate with us in responding to and complying with consumers’ and employees’ requests made pursuant to the CCPA, and to implement reasonable security procedures and practices, as set forth herein, and as we may reasonably require.

(iii) You shall permit us to take reasonable and appropriate steps to ensure that you use the Personal Information that you collect pursuant to this Agreement in a manner consistent with our obligations under the CCPA. By way of example and not by way of limitation, we may engage in ongoing manual reviews and automatic scans of your systems and regular internal and third-party assessments, audits, or other operational testing at least once every 12 months, or as otherwise set forth in this Agreement.

(iv) You shall notify us after you make a determination that you can no longer meet your obligations under the CCPA.

(v) You shall permit us the right, upon our notice to you, to take reasonable and appropriate steps to stop and remediate your unauthorized use of Personal Information. By way of example and not by way of limitation, we may require you to provide

documentation that verifies that you no longer retain or use the Personal Information of consumers or employees that have made a valid deletion request.

(vi) You shall comply with deletion and access requests submitted by consumers pursuant to the CCPA as reasonably directed by us and upon the timeline we may request to ensure compliance with the CCPA.

(g) Protection of Data. You shall and shall cause your agents to implement, maintain and enforce adequate administrative, electronic, technical, physical, logical, and other security measures and safeguards consistent with the most stringent and protective of the following: (a) industry best practices; (b) our applicable policies; (c) your information security policies; and (d) applicable laws (including Data Protection Laws); (e) participate and complete required cybersecurity training in order to: (i) prevent unauthorized access, use or disclosure of the Express Services Data and our Confidential Information (including during storage, transmission and disposal); (ii) protect against any anticipated threats or hazards to the security or integrity of the Express Services Data and our Confidential Information; (iii) limit access to the Express Services Data and our Confidential Information to your personnel who have a reasonable need for such information; and (iv) ensure the proper, secure and lawful storage, transmission and disposal of the Express Services Data and Confidential Information within possession or control of you and your agents. You shall and shall cause your agents to encrypt all Express Services Data during storage and transmission. We may, from time to time, notify you of additional, new or updated security requirements; provided, that you shall be responsible for any of your costs required to implement such requirements. You shall (and for clarity, you shall ensure that your agents) comply with such new security requirements within sixty (60) days of notice thereof. You shall ensure that Express Services Data is not physically transferred to, accessed by, or otherwise processed by any personnel or systems outside of the United States.

(h) Unauthorized Disclosure of Data. You agree to follow our incident response policy and monitor your system for unauthorized access and other suspected compromises to availability, confidentiality, or integrity of your information systems, and to implement an incident response policy that specifies actions to be taken when you detect or become aware of such unauthorized access or other suspected compromises to availability, confidentiality, or integrity of your information systems. As part of such response programs, you agree to notify us, by telephone, within twenty four (24) hours upon becoming aware of any breach, or attempted or suspected breach, of your security related to areas, locations, or computer systems which contain any of Express Services Data or other Confidential Information of ours, including (without limitation) any instance of theft, loss, unauthorized access, alteration or destruction by fraud, deception, or other malfeasance or inadvertent access, including use by any of Your employees or contractors outside the scope of their authority, or ransomware attack, distributed denial-of-service (“DDoS”) attack, or any other similar actual or suspected incident whereby a third party obtains control over your systems, compromises the availability, confidentiality, or integrity of your systems, or otherwise disrupts the operations of your systems, (a “Security Incident”). In the event of any such Security Incident, you shall further provide to us, in writing, such details concerning the Security Incident as we may reasonably request within 24 hours of such request, and shall reasonably cooperate with us, our authorized agents (including consultants, investigators, and attorneys), regulators and law enforcement to assist in regaining possession of such Confidential Information and prevent its further unauthorized use, and take (and document) any necessary

remedial actions as may be required to prevent other or further Security Incidents. All information relating to the Security Incident must be retained by you until we have consented in writing to its destruction. If requested by us and subject to our confidentiality obligations, you shall permit us and our agents to access your facilities and/or the affected hardware or software, as applicable, to conduct a forensic analysis of such Security Incident. Depending upon the type and scope of the Security Incident, our personnel or agents may participate in: (i) interviews with your employees and subcontractors involved in the Security Incident; and (ii) review of all relevant records, logs, files, reporting data, systems, your devices, and other materials as otherwise required by us. If we determine that we may need to notify any individual(s) as a result of such Security Incident (unless such Security Incident was solely caused by our negligence), you shall bear all direct and indirect costs associated with such determination including, without limitation, the costs associated with remedial measures (including, without limitation, notice to affected individuals, credit monitoring services, identity restoration services, fraud insurance, the establishment of a call center to respond to client inquiries, any forensic analysis required to determine the scope of the Security Incident, legal fees associated with determining our and your obligations in connection with the Security Incident, and any remediation measures required to secure systems related to a Security Incident). Your obligations under this Section and any breach by you of the obligations in this Section shall not be subject to any limitations on damages suffered by us or our affiliates. No limitation or exclusion in the Agreement shall limit our rights to recover from you damages, losses or sanctions suffered by us to the extent of amounts recovered by, or sanctions awarded to, a third party which are caused by your breach of the obligations in this Section, regardless of how such amounts or sanctions awarded to such third party are characterized.

(i) PCI Compliance. Without limiting any of your other obligations under this Agreement, you acknowledge and agree that you are responsible for securing any data associated with a payment card or otherwise protected under the Payment Card Industry Data Security Standards, as amended or updated from time to time, including: (a) “card holder data” which includes (i) primary account number; (ii) cardholder name; (iii) service code; and (iv) expiration date; (b) “sensitive authentication data” which includes (i) magnetic strip data; (ii) CVC2, CVV2, CID; (iii) PIN and PIN Block information; and (iv) any security-related information; and (c) other information used to authenticate cardholders and/or authorize payment card transactions (“Payment Card Data”) and that the following provisions shall apply:

(i) Obligation to Comply. You shall and shall cause your agents to comply with (a) the most current version of the Payment Card Industry Data Security Standards (including the payment application data security standards), as amended or updated from time to time (the “PCI Security Standards”) and (b) the requirements set forth herein for the handling of Payment Card Data and any such related obligations as reasonably requested by us from time to time.

(ii) Restrictions on Use. You acknowledge and agree that Payment Card Data may only be used for assisting in completing a card transaction, for fraud control services, or as otherwise permitted by us. You shall handle all Payment Card Data in accordance with the PCI Security Standards, applicable law and the requirements of the agreements between you and processors of Payment Card Data.

(iii) Security Incident. In the event of a Security Incident with respect to Payment Card Data, in addition to your obligations set forth in Section 10.3(h) above, you shall and shall cause your agents to promptly provide us or our designee (e.g., Visa, MasterCard, American Express, Discover), and the issuing financial institution and their respective designees access to the facilities and all pertinent records of you and your agents to conduct a review of your compliance with the requirements set forth in this Section. You shall and shall cause your agents to cooperate fully with any reviews of your or their facilities and records provided for in this paragraph. You agree to keep confidential any breach of security involving Payment Card Data, and will direct all public communications regarding such breach to us.

(iv) Without limiting any other obligation set forth herein, you are solely responsible for securing and protecting the confidentiality of Payment Card Data in your possession for as long as the Payment Card Data is maintained, including after expiration or termination of this Agreement.

(j) Return of Data. Upon our request or the termination or expiration of this Agreement for any reason (including termination for cause), you shall promptly, as directed by us: (a) return or provide a copy to us of the Express Services Data and our Confidential Information, in whole or in part, in the format and on the media reasonably requested by us, or (b) securely erase or destroy all or any part of the Express Services Data and our Confidential Information in your possession. At a minimum, destruction of data activity is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization - see <http://csrc.nist.gov/>. If destroyed, an officer of yours must certify to us in writing within ten (10) business days all destruction of the Express Services Data and our Confidential Information. If you are required to retain any of the Express Services Data or our Confidential Information or metadata to comply with applicable law, you shall provide notice to both the general notice contact in the Agreement as well as our designated security contact.

10.4. Connectivity and Inter-Operability. You will comply with our requirements (as set forth in The Manual) with respect to establishing and maintaining telecommunications connections between your Computer System and our Extranet and/or such other computer systems as we may reasonably require. The term “Extranet” means a private network based upon Internet protocols that will allow users inside and outside of our headquarters to access certain parts of our computer network via the Internet.

10.5. Intranet. We may, in our discretion, establish and maintain an Intranet. If we do establish an Intranet, you must comply with our requirements (as set forth in The Manual or otherwise in writing) with respect to connecting to and utilizing the Intranet in connection with the operation of the Express Franchise. The Intranet may include, without limitation, The Manual, training or other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You will purchase and maintain such computer software and hardware (including telecommunications capacity, connectivity, and inter-operability) as may be required to connect to and utilize the Intranet.

10.6. Websites and Social Media Accounts. Unless we otherwise approve in writing, you may not establish or use a separate website or social media account, but shall only have one or more references or webpages, as we designate and approve in advance on our website. If we

approve a separate website or social media site for you, then each of the following provisions shall apply:

(a) Any website or social media account that you develop or maintain will be considered “marketing and advertising” under this Agreement and will be subject to our approval under Section 12.

(b) Before establishing any website or social media account, you must submit to us for our written approval, a sample of the proposed domain name, format, visible content (including proposed screen shots), and non-visible content (including meta tags) in the form and manner we may reasonably require.

(c) You will not use or modify such website or social media account without our prior written approval as to such proposed use or modification.

(d) In addition to any other applicable requirements, you will comply with the standards and specifications for websites and social media accounts that we may periodically prescribe in The Manual or otherwise in writing.

(e) If we require, you will establish hyperlinks to our website and others as we may request in writing.

(f) You shall strictly comply with our requirements associated with the placement and content of and updates to a website privacy policy and shall not modify this privacy policy without our written consent.

(g) You shall strictly comply with our requirements associated with all online data collection, including use of cookies, pixels, session replay tools, chatbots, or other similar technology. You shall not implement any such online data collection technology without our written consent.

10.7. Email; Domain Name. You will not use the Proprietary Marks or any abbreviation or other name associated with us as part of any e-mail address, domain name, and/or other identification of yourself in any electronic medium. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Our written consent as to (1) the content of such e-mail advertisements or solicitations; and (2) your plan for transmitting such advertisements. In order to honor the requests of persons who receive e-mails from you, us, and our other franchisees, you agree: (1) to cooperate fully with us in connection with establishing a system-wide list of persons who have opted-out of receiving e-mails from you and our other franchisees; and (2) if we so request in writing, you will honor an opt-out request sent by a person to you, us, or another franchisee of ours, within ten days after your receipt of that opt-out information.

10.8. Third Party Vendors. You will not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of your obligations without our prior written approval. Our consideration of any proposed outsourcing vendors may be conditioned upon, among other things, such third party or outside



vendor's entry into a confidentiality agreement in a form we provide. The provisions of this Section 10 are in addition to and not instead of any other provision of this Agreement.

10.9. New Standards. We have the right to establish, in writing, reasonable new standards for the implementation of technology in connection with the Express Franchise. You agree that You will implement and abide by those reasonable new standards we establish, at your expense.

## **11. Insurance**

### **11.1. Required Insurance**

(a) You must acquire before beginning operations of your Express Franchise and maintain in effect during the Term of this Agreement, the types of insurance in amounts that we may require, including comprehensive general liability, property, workers' compensation, and other insurance that we specify in The Manual. Also, you must obtain and maintain during the Term of this Agreement disability insurance if required by applicable law.

(b) You will name us as an additional insured on the property insurance and liability insurance policies and must furnish us with duplicate policies or certificates evidencing insurance in force before opening for business. The policy or policies shall be written by an insurance company satisfactory to us. All your required insurance as it applies to your indemnity of us shall be considered primary to any insurance we carry.

## **12. Marketing/Advertising**

12.1. Marketing/Advertising. For the purpose of this Agreement, the term "marketing/advertising" includes all marketing, advertising, identification and promotional materials of any kind, including but not limited to print, video, and broadcast advertisements; direct mail materials, catalogues or brochures; internet banners, advertisements or other promotional communications; social media campaigns; press releases; business cards; and any other communications which we describe or specify as "marketing/advertising" in The Manual.

12.2. Marketing/Advertising Materials. We will provide marketing and advertising materials and special sales campaigns and promotional programs as we may develop and deem to be helpful for your Express Franchise.

(a) You may only use any marketing/advertising materials or any marketing/advertising or promotional messages in connection with the promotion of your Express Franchise that we have either provided to you or have previously approved in writing.

(b) Neither the fact that we furnish nor approve the material will require us to pay for marketing/advertising or promotion. Except for marketing/advertising materials we provide to you, you agree to submit to us, before dissemination, any proposed marketing/advertising for our approval. We may withhold this approval for any reason.

(c) Subject to Section 10.6, if you intend to establish your own website or social media account, you must submit to our Marketing/Communications Department the proposed

layout, showing your use of the Proprietary Marks and the copy you propose to use for our prior written approval. Any modifications to your previously approved website or social media account must also be approved in writing prior to implementation of the changes.

(d) We hold the rights to certain licensed materials that may be made available for your use in connection with the operation of your Express Franchise. If you request that we grant you the right to use such licensed materials you will execute and return to us the License Agreement attached hereto as Exhibit I.

12.3. Express Marketing/Advertising Fund. You and us shall jointly contribute 1% of the Gross Margin to a national marketing/advertising fund denoted as the Express Marketing/Advertising Fund (the "Fund"). We will deposit in a separate bank account denoted as the Express Marketing/Advertising Fund all such contributions we receive. We will pay our 40% of the joint 1% of the Gross Margin to the Fund on a monthly basis.

(a) During your first 24 months of operations as a new franchisee the Fund will reimburse you for 50% of the marketing/advertising monies you expend to promote Express Employment Professionals® up to a dollar level to be calculated quarterly as \$150.00 per quarter per 1,000 hours per week average: Example: 0-1,000 hours = \$150.00, 1,001-2,000 hours = \$300.00, 2,001-3,000 hours = \$450.00. If you do not file a claim with the Fund for reimbursement within 60 days after the end of any quarter, you waive any right you have for reimbursement from the Fund for that quarter. You will not be considered as a "new" franchisee for purposes of this Section 12.3 if you (or your principal owner) are an existing franchisee of ours and enter into a franchise agreement for a territory in addition to your Territory.

(b) We will direct all marketing/advertising programs with sole discretion over the creative concepts, materials and media used in the programs. You acknowledge that the Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the franchise and that we undertake no obligation in administering the Fund to make expenditures for you which are equivalent or proportionate to your contribution.

(c) The Fund and all earnings shall be used exclusively to provide the reimbursement in Section 12.3(a) and to meet any and all costs of maintaining, administering, directing and preparing marketing/advertising. All sums you pay to the Fund shall be maintained in a separate account from our funds and shall not be used to defray any of our general operating expenses, except for reasonable administrative costs and overhead, if any, as we may incur in activities reasonably related to the administration or direction of the Fund and marketing/advertising programs for you, including conducting market research, preparing marketing and marketing/advertising materials, and collecting and accounting for assessments for the Fund. The Fund and its earnings shall not inure to our benefit.

(d) Although we intend the Fund to be of perpetual duration, we maintain the right to terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for marketing/advertising and promotional purposes.

(e) You will have no interest in the Fund or in any of the monies from time to time held in the Fund.

### 13. The Manual

#### 13.1. The Manual.

(a) The “Manual” consists of all manuals, guides, guidelines, policies, procedures, systems, websites, social media accounts, bulletins, notices, newsletters, instructions, requirements, directives and other communications from us related to your Express Franchise, including but not limited to the following:

- (i) the Sales and Operating Manual;
- (ii) the Owner’s Only Manual;
- (iii) the Expressway(s) Manual; and
- (iv) the Brand Guide.

(b) We may utilize bulletins, notices, newsletters and other forms of communication to you. Whether or not formally made a part of The Manual, such communications shall be treated as though they were part of The Manual and shall operate to express our instructions and requirements.

(c) We may merge components, add additional components or otherwise revise The Manual as we deem appropriate.

13.2. Compliance. You agree to operate your Express Franchise in strict compliance with The Manual.

#### 13.3. Changes to The Manual.

(a) You understand and agree that if we are to meet unpredictable changes in the conditions under which we operate, including but not limited to technological, demographic, economic and competitive, it may be necessary from time to time to make changes to The Manual.

(b) We reserve the right to make changes, by additions, deletions, or revisions, to The Manual at any time. You agree that The Manual, as so revised, will be equally binding on you as The Manual hereunder.

#### 13.4. Use of The Manual.

(a) We will make one copy of The Manual available to you either electronically or in paper format, at our discretion. Upon the expiration, termination, or cancellation of the Agreement, you must return The Manual to us. The Manual, as revised from time to time, will remain our property at all times.

(b) You will ensure that your copy of The Manual is current and up to date.

(c) You and your employees will treat The Manual and the information contained in it as confidential, and use all reasonable efforts to preserve that confidentiality.

## 14. Transfer, Sale, or Assignment

14.1. Transfers Generally. You understand and acknowledge that the rights and duties created by this Agreement are personal to you and that we have granted this Express Franchise in reliance upon the individual or collective character, skills, aptitude, attitude, business ability and financial capacity of you or your owners. Except as specifically provided in this Agreement, you may not voluntarily or involuntarily, by operation of law or otherwise in any manner sell, assign, transfer, sublicense, share, divide, or otherwise transfer your interest in this Agreement or any of your rights, privileges, or obligations under this Agreement; or any material assets of your Express Franchise. Additionally, if you are a corporation, limited liability company, partnership, or other entity, you will not permit any of your owners to sell, assign, or transfer any interest in you, except as specifically provided in this Agreement. Any such sale, assignment, or other transfer without our prior written approval will constitute a material breach of this Agreement, and the purchaser, assignee, or transferee will not acquire any rights or interest in this Agreement or the Express Franchise. The only permissible methods of sale, assignment, or transfer of your rights under this Agreement or the Express Franchise are those set forth in this Section 14.

14.2. Conversion; Merger; Combination; Consolidation; Reorganization. Whether or not a sale, assignment, or transfer of your rights under this Agreement is involved, you may not change the business form or entity, convert into, merge with or into, combine with, or consolidate into another entity, dissolve or liquidate without our prior written approval.

14.3. Permitted Transfers. The only permissible methods of sale, transfer, or assignment of your rights under this Agreement are those set forth below.

14.4. Transfer to a Corporation, Limited Liability Company or Partnership. If you are an individual, you may with our prior written consent assign or transfer your rights under this Agreement to a corporation, limited liability company, or partnership without payment of a transfer fee, upon the following terms and conditions:

(a) The corporation, limited liability company or partnership is newly organized and properly formed.

(b) The individual signing this Agreement (or if you are an entity, the individual signing the owner's guaranty that owns 51% or more of such entity) must be, and must agree to remain at all times the owner of 51% or more of the outstanding voting stock, membership interests, or partnership interests, as applicable of the corporation, limited liability company, or partnership; a director of the corporation, manager of the limited liability company, or general partner of the partnership, as applicable; and actively involved in the Express Franchise. Your spouse and adult children, at your option, may be the owners of the remaining stock, membership interests, or partnership interests of the corporation, limited liability company, or partnership. You may not include their shares, membership interests, or partnership interests in determining your percentage ownership.

(c) You are the principal executive or operating officer of the corporation, limited liability company, or partnership.

(d) The activities of the corporation, limited liability company, or partnership are confined exclusively to the Express Franchise.

(e) The corporation, limited liability company, or partnership, as applicable, must assume all of your obligations and agree to be bound by all of the terms and provisions of this Agreement, effective from the date of this Agreement. Each shareholder, member, or partner of the corporation, limited liability company, or partnership must guarantee the performance by the corporation, limited liability company, or partnership of its obligations under this Agreement and agree to be bound by all of the terms and provisions of this Agreement. All shareholders, members, and partners must agree in writing not to sell, assign, or transfer any of their shares, membership interests, or partnership interests in the corporation, limited liability company, or partnership to anyone else without our prior written consent.

(f) The name of the corporation, limited liability company, or partnership must not include the word "Express."

(g) If the corporation, limited liability company, or partnership issues stock, membership, or partnership certificates or other evidences of ownership, they must be conspicuously endorsed with a legend that the stock, membership interests, or partnership interests, as applicable, shall not be sold, assigned, pledged, mortgaged, encumbered, or transferred, by operation of law or otherwise, without our prior written consent, and the organizational documents, including the certificate or articles of incorporation, bylaws, articles of organization, operating agreement, certificates of formation, partnership agreements, and other organizational documents must include a statement that the issuance and transfer of any shares, membership interests, or partnership interests are restricted by the terms of this Agreement.

(h) You must at all times keep us advised by notice in writing of the names and home addresses of all shareholders, members, and partners.

(i) A copy of all documents, including organizational documents, stock certificates, membership certificates, partnership certificates, and other documents relating to the organization or control of the corporation, limited liability company, or partnership, ownership of shares, membership interests, or partnership interests, and assignment and transfer of rights under this Agreement must be submitted to us for our prior written approval.

(j) You shall not issue any additional shares of capital stock or other interest without our prior written consent.

14.5. Transfer to Spouse or Adult Children. You may assign or transfer your rights under this Agreement to a family limited partnership (Family LP) or family limited liability company (Family LLC), or you may assign or transfer your entire interest in this Agreement to your spouse or adult children, without payment of a transfer fee, in each case subject to our prior written consent, and this is a one-time transfer/assignment right. All of the members and managers of a Family LLC must be members of your immediate family. All of the limited partners of a Family LP must be members of your immediate family; the limited partners must collectively own a 99% or greater interest in the limited partnership; and the transferee, or the transferee together with immediate family members, must have and retain control of the general partner. You or your

spouse or adult children must at all times be actively involved in the day-to-day operation of your Express Franchise before and after any such transfer. An “immediate family member” is a spouse or child. “Control” shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of a corporation, limited liability company, or partnership, as applicable, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings.. If you have assigned your interest in this Agreement to a corporation, Family LLC or Family LP with our prior written consent and wish to sell part or all of the shares or interests to your spouse or adult children, then you may do so one-time without the payment of a transfer fee, provided you obtain our prior written consent. If you make a transfer to a Family LP or a Family LLC, or if you transfer shares to your spouse or adult children as provided above, you shall give us written notice of your desire to make the assignment or transfer of shares or interests and submit to us a current financial statement along with a detailed resume of the business background of the spouse or adult child who is to be a partner, member, or shareholder. We reserve the right to refuse consent to the assignment or transfer if we determine, in our sole and absolute discretion, that the submitted financial statement and background information does not demonstrate that the spouse or adult child has sufficient financial means, management ability, and required qualifications to become our franchisee. Our approval of transfer is subject to the following conditions:

(a) The assignee or transferee agrees in writing to be bound by all the terms of this Agreement.

(b) You must pay us any costs we incur, including attorneys’ fees, relating to assignments and transfers.

(c) You and the assignee or transferee, as applicable, comply with all of the requirements of Section 14.6(b), other than Section 14.6(b)(x) as if such assignee or transferee were a proposed purchaser.

14.6. Transfer to Third Parties. If you desire to sell your Express Franchise; or if you are a corporation, partnership, limited liability company, or other entity, and a shareholder, partner, member, or other equity owner wishes to sell all or a part of the ownership interest in the entity to a person or persons other your spouse or adult child as provided above; you or the owners, as applicable, must, subject to the terms set forth in Section 14.6(a) below, first obtain a bona fide, signed, written offer from a responsible and fully identified purchaser and submit a complete copy of the offer to us.

(a) We will have 14 days after our receipt of the offer within which we may, by written notice, elect to purchase the Express Franchise or the offered ownership interests for the price and on the terms and conditions contained in the offer. We may substitute cash for any form of payment proposed in the offer and will have at least 30 days to prepare for closing. If we do not elect to purchase, you or your owners, as applicable, may complete the sale to the purchaser pursuant to and on the terms of the offer, subject to our written approval of the purchaser. If the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or if there is a material change in the terms of the sale, we may again elect to purchase the Express Franchise or the offered ownership in the same manner as provided in this Section 14.6(a).

(b) Our written approval of any proposed sale is subject the following:

(i) The proposed purchaser completes and submits to us the then-current franchisee application documents.

(ii) The proposed purchaser provides us with its federal and state income tax returns for the past two years.

(iii) Before the sale is consummated, we interview the proposed purchaser at our principal executive office, without expense to us, and following the interview we, in our discretion, are fully satisfied with the proposed purchaser's qualifications and fit to become a franchisee.

(iv) You provide to us written evidence, in a form acceptable to us, that you have thoroughly informed the proposed purchaser of all relevant information regarding the creditworthiness of clients, the current status of workers' compensation claims, and necessary technology upgrades for the business, including all associated costs.

(v) The proposed purchaser has, in our discretion, sufficient business experience, aptitude and financial resources, is of good moral character and otherwise meets our then applicable standards for franchisees.

(vi) That the principal owner of the business, upon completion of the transfer owns, and agrees at all times to continue to own, a 51% or greater ownership interest.

(vii) This proposed transaction will, in our judgment, provide the proposed purchaser with an economically viable opportunity. Any determination that we make in this regard will not be deemed to be a representation to the proposed purchase about the future operations or success of the franchised business or a representation on which the proposed purchaser may rely.

(viii) If the proposed purchaser is buying equity interests in an entity that is a franchisee, then the proposed purchaser must execute a guaranty, personally guaranteeing the performance by the franchised entity and agreeing to be bound by all of the terms and provisions of this Agreement. If the proposed purchaser is buying 51% or more of your Express Franchise (whether as equity ownership or assets), then the purchaser must execute a new franchise agreement in the form that we are using at that time.

(ix) A copy of all documents relating to the sale, assignment, or transfer shall be submitted to us for our prior written approval.

(x) The proposed purchaser agrees to attend the next regularly scheduled training program offered by us following execution by purchaser of the franchise agreement.

(xi) The sale, assignment, or transfer to a person other than your spouse or adult child is conditioned upon the payment to us of a transfer fee of 10% of the total sales price received. Our portion shall in no event be less than \$5,000, nor more than 50% of the then current

initial franchise Fee. Total sales price means all consideration of any nature or kind payable to you or any other person in connection with the assignment or transfer of this Agreement.

(xii) You and the proposed purchaser provide us with sufficient security to guarantee collection of the outstanding accounts receivable.

(xiii) The proposed purchaser understands and agrees in writing to accept your present Workers' Compensation modifier and the Surplus or Deficit in your Workers' Compensation Account. The proposed purchaser understands that the Workers' Compensation modifier and the balance in the Surplus/Deficit account may be changed by additional unknown claims filed in the future within statutory time limits and/or by the maturing of claims known or unknown at the time of sale, assignment or transfer.

(xiv) If we do not approve the purchaser, then the sale of your Express Franchise or equity ownership to the proposed purchaser will be null and void; you will not in such event be relieved of you of your obligations under this Agreement; and you shall continue to be fully bound by the terms and provisions of this Agreement in the manner and upon the conditions as provided in this Agreement.

(xv) If the sale, assignment, or transfer to a third party is consummated, it shall not be effective unless and until the then-current franchise agreement by and between us and the purchaser has been executed and delivered, all monies then due and owing to us by you including the transfer fee required above have been paid, all your defaults under this Agreement have been cured, and you have executed a general release of all claims against us arising out of or related to this Agreement and your operations and performance under it.

(xvi) Notwithstanding anything to the contrary set forth in this Section 14, we, at our sole option, may, before the signing of a bona fide written offer or purchase agreement, (a) require prospective or proposed purchasers of your business to be interviewed by us at our principal executive office, without expense to us, to determine, in our sole discretion, if such prospective or proposed purchaser would be approved as a franchisee if the proposed sale is consummated, and (b) require language to be placed in the proposed purchase agreement acknowledging our rights to approve a prospective purchaser as a franchisee in our sole discretion.

14.7. Prospective Buyers. If you decide to sell your Express Franchise, we agree to interview prospective buyers and evaluate them based upon an evaluation of their personal abilities, aptitudes and financial qualifications in accordance with requirements for all Franchisees, approve or reject them based upon such evaluation; provide training, and complete any necessary paperwork as quickly as possible.

14.8. Your Death. Upon your death, your executor, administrator, or other personal representative may transfer your interest to your spouse, your adult children, or a third party we approve as set forth in this Agreement. If the transferee is your spouse or adult children, then all the requirements of Section 14.6(b), except Section 14.6(b)(xi), shall apply and there will not be a transfer fee. If the transferee is a third party, then all the requirements of Section 14.6(b) shall apply and a transfer fee as prescribed in Section 14.6(b)(xi) will be charged. If (i) no personal representative is designated or appointed or no probate proceedings are instituted with respect to



your estate within 30 days following your death or (ii) following the timely appointment of such representative the parties are unable to locate a suitable transferee for your Express Franchise or either we or your representative (with our approval) has not undertaken to continue operation of your Express Franchise, then we may terminate this Agreement by giving you no less than 30 days' notice of such termination.

14.9. Your Permanent Disability. Upon your permanent disability we may, in our sole discretion, require that you transfer your ownership interest to your spouse, or your adult children, or a third party in accordance with the conditions described in this Section 14 within six months after notice to you. If the transferee is your spouse or adult children, then all the requirements of Section 14.6(b), except Section 14.6(b)(xi), shall apply, and there will not be a transfer fee. If the transferee is a third party, then all the requirements of Section 14.6(b) shall apply, and a transfer fee as prescribed in Section 14.6(b)(xi) will be charged. "Permanent Disability" will mean any physical, emotional, or mental injury, illness, or incapacity that would prevent a person from performing the obligations set forth in this Agreement for at least six consecutive months and from which condition recovery within six consecutive months from the date of determination of Permanent Disability is unlikely. Permanent Disability will be determined by a licensed practicing physician we select upon examination of you or, if you refuse to be examined, then you will automatically be deemed permanently disabled for the purposes of this Section 14.9 as of the date of refusal. We will pay the cost of the required examination. If the parties are unable to locate a suitable transferee for your franchise or we have not undertaken to continue operation of your Express Franchise, then we may terminate this Agreement by giving you no less than 30 days' notice of such termination.

14.10. Operation in the Event of Death or Permanent Disability. In order to prevent any interruption of the Express Franchise which would cause harm to the Express Franchise and thereby depreciate its value to you, if you are absent or incapacitated by reason of Death or Permanent Disability, you authorize us and we shall have the option to operate the Express Franchise for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. Such option may be exercised in our sole discretion and we have no obligation to undertake these activities to operate your Express Franchise. If we do so, then all monies from the operation of the Express Franchise during the period we operate it will be kept in a separate account and the expenses of the Express Franchise, including reasonable compensation and expenses for our representative, will be charged to said account. If, as provided in this Section 14.10, we temporarily operate the Express Franchise, you will indemnify and hold us and any of our representatives who may act hereunder harmless from any and all claims arising from the operation of the Express Franchise, including, without limitation, our and our representative's acts and omissions.

14.11. Non-Waiver. Any consent we may provide to sell, assign, or transfer of any interest will not constitute a waiver of any claim we may have against you, nor will it be deemed a waiver of our right to demand that you comply with any of the terms or provisions of this Agreement.

14.12. No Mortgage or Lien. You agree that you will not permit, create, incur, assume or suffer to exist any mortgage, security interest, lien, charge or encumbrance of any kind on, or pledge or assign any interest in and to this Agreement, other than to us, without our prior written consent.

14.13. Assignment by Us. Our rights under this Agreement will inure to the benefit of our successors and assigns. We may assign our rights under this Agreement without your consent if the assignee agrees in writing to assume all of our obligations, and we notify you of the assignment. We will be released and discharged of and from any and all obligations under the Agreement upon assumption of our obligations by the assignee.

14.14. Ownership. You understand and agree that during the Term, that the principal owner will maintain at least a 51% ownership interest.

## 15. Termination or Cancellation

15.1. Termination or Cancellation by You or Us. If the continuance of the Express Franchise becomes, in our judgment, untenable because of labor union activity, changes in laws or regulations, the actions of any government, civil or military authority, acts of God, war, terrorism or civil disorders, extended disruption of transportation or communications systems, or any other circumstances beyond the reasonable control of either party, either we or you may terminate or cancel this Agreement by giving 30 days' written notice to the other party.

15.2. Termination or Cancellation by You. You may terminate or cancel this Agreement and cease operating the Express Franchise prior to the expiration of the Term only if one or more of the following occur:

(a) You give us written notice of termination or cancellation before we sign this Agreement.

(b) You give us written notice of termination or cancellation, and we give you written notice of our consent to your termination or cancellation. We may condition our consent on your agreement to the terms and conditions we include in the written consent, including your execution of a general release of all claims against us arising out of or related to this Agreement and your operations and performance under it.

(c) We materially breach this Agreement, you send us written notice describing the breach in reasonable detail, and, except as otherwise provided herein, we do not cure the breach within 30 days. Your termination of this Agreement other than according to this Section 15.2 will be deemed a termination without cause and a material breach of this Agreement.

15.3. Termination or Cancellation by Us.

(a) Immediately. You will be in default, and we may terminate or cancel this Agreement immediately by sending you written notice of termination or cancellation, if any of the following occurs.

(i) You fail to meet any of the Minimum Performance Standards for any Express Franchise as set forth in Section 5.1(aa)(i) or (ii) for two or more consecutive calendar quarters or as set forth in Section 5.1(aa)(iii) for any two or more calendar quarters in any 12-month period.

(ii) You or any of your owners are convicted of or plead *nolo contendere* to a felony, a crime involving moral turpitude, or to any other crime or offense likely to adversely affect our reputation and/or any of the Proprietary Marks or adversely affects our reputation.

(iii) You voluntarily abandon your Express Franchise, fail to continuously operate your Express Franchise, or close your Express Franchise without an intention to resume normal and usual operations in the ordinary course of business; or your Express Office is closed during customary business hours and days as specified in The Manual because of causes within your control or due to your fault or negligence.

(iv) You or any of your owners make a willful misrepresentation or fail to make a material disclosure to us or to any governmental authority as to any matter affecting the Express Franchise or our business relationship.

(v) You collect, deposit, or commingle payments from clients that are owed to us as accounts receivable without remitting the funds to us within 24 hours of receipt, or you submit false or fictitious client or employee accounts.

(vi) If, after curing any failure described in Section 15.3(b) or (c), you engage in the same noncompliance, regardless of whether such noncompliance was corrected after notice.

(vii) You or any of your owners attempt to sell, assign, or transfer your rights or interest in this Agreement or the Express Franchise, or, if you are a corporation, limited liability company, partnership, or other entity, any of your owners attempt to sell, assign, or transfer any interest in you, in violation of this Agreement.

(viii) You or any of your owners disclose, or threaten to disclose, any of our proprietary information or trade secrets in violation of this Agreement.

(ix) You or any of your owners use any of the Proprietary Marks in violation of this Agreement or infringe any trademark, copyright, service mark or other proprietary mark owned or controlled by any third party.

(x) You do not obtain, maintain, or renew any license or permit required under this Agreement or by any governmental authority for the Express Franchise, or the license or permit is revoked or suspended, regardless of the cause or reason.

(xi) You refuse to permit us to inspect the Express Franchise or your books and records as required in this Agreement.

(xii) You do not complete required training.

(xiii) You operate the Express Franchise in a way that presents a safety hazard to clients or associates; or you fail to address and correct any deficiency, unsatisfactory condition, or areas requiring improvement described in any inspection report we give you.

(xiv) You or any of your owners engage in any other activity or business or are involved with any other enterprise that is competitive with the operations of your Express Franchise or the operations of the business of any of our franchisees in violation of this Agreement.

(xv) You put any associate on your payroll without our prior written consent.

(xvi) You breach any representation, warranty, covenant, or agreement under any lease of real property resulting in the termination of such lease, or otherwise default under any lease of real property and such breach continues after the expiration of the applicable cure period under such the lease.

(xvii) You fail to pay any principal, interest or other obligation when due and payable (and, unless occurring at maturity, such failure continues for three or more days) or otherwise default under any loan.

(xviii) You (A) cease to be solvent, (B) admit in writing your inability to pay your debts as they are due and payable, (C) make an assignment for the benefit of creditors, or (D) institute or have instituted against you (and, if instituted against you, the same is not dismissed within 30 days of the filing thereof) any bankruptcy proceeding or other proceeding for relief under any bankruptcy law or any law for the relief of debtors.

(b) Upon Ten Days' Notice. In addition to the defaults in Section 15.3(a), you will be in default, and if you fail to cure such default within 10 days after we send you written notice of such default, we may terminate or cancel this Agreement by sending you written notice of termination or cancellation, if any of the following occurs:

(i) You fail to comply with any federal, state, or local law or regulation applicable to operation of the Express Franchise.

(ii) You fail or refuse to transfer the client account and associates to the new franchisee as provided in Section 2.3(c).

(iii) You send associates to a client's business location within the boundary line of another franchisee's territory without our written approval.

(iv) You fail to comply with any of the data privacy and protection requirements under Sections 10.2 through 10.13.

(c) Upon 30 Days' Notice. In addition to the defaults in Sections 15.3(a) and (b), you will be in default, and if you fail to cure such default within 30 days after we send you written notice of such default, we may terminate or cancel this Agreement by sending you written notice of termination or cancellation, if any of the following occurs:

(i) You fail or refuse to pay when due any payment or charge due us, any of our affiliates, or others.

(ii) You fail or refuse to submit reports, financial statements, schedules, or other information or supporting records when we request.

(iii) You fail to acquire insurance as required in this Agreement or for some reason cannot qualify for the insurance, or you become uninsurable at a later time.

(iv) Upon your death, (i) no personal representative is designated or appointed or no probate proceedings are instituted with respect to your estate within 30 days following your death or (ii) following the timely appointment of such representative the parties are unable to locate a suitable transferee for your Express Franchise or either we or your representative (with our approval) has not undertaken to continue the operation of your Express Franchise.

(v) Upon your disability, the parties are unable to locate a suitable transferee for your Express Franchise or we have not undertaken to continue the operation of your Express Franchise.

(vi) You fail to comply with any of the other provisions of this Agreement, time in each instance being of the essence.

(vii) You fail to achieve an overall passing score or fail to achieve a passing score on any individual matters related to legal compliance on any two audits of your Express Franchise conducted by Express in a consecutive 12-month period.

(viii) You continue to conduct business with a client account which we have suspended in accordance with Section 7.8(a) above or as otherwise provided in this Agreement.

(d) General Provisions. If the provisions in this Section 15 provide for periods of notice that are less than those required by applicable law, then the provisions will, to the extent they are not in accordance with applicable law, be extended to comply with applicable law. If you or we default under this Agreement and cannot cure the default within the applicable time period, we may by written agreement with you extend the period while you or we are in good faith diligently proceeding to cure the default.

(e) Other Remedies Upon Default. Upon your failure to remedy any noncompliance with any provision of this Agreement, or a default specified in any written notice issued to you under this Section 15, within the time period (if any) we specify in our notice, we have the right, until the default or failure to remedy has been corrected to our satisfaction, to take any one or more of the following actions:

(i) suspend your right to participate in one or more advertising, marketing, or promotional programs that we or the Fund provides;

(ii) suspend or terminate your participation in any temporary or permanent fee reductions to which we might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

(iii) refuse to provide any operational support this Agreement requires;

(iv) charge you \$500 for any instance of non-compliance with our standards or this Agreement (other than your non-payment of a fee owed to us) which you fail to cure after 30 days' notice. Thereafter, we may charge \$1,000 per week until you cease such non-compliance. You agree that this fee is a reasonable estimate of our internal costs of personnel time incurred in addressing your non-compliance, and is not a penalty or estimate of all damages arising from your breach; and/or

(v) pay on your behalf any amount that you owe to a supplier or other third party, or incur amounts required necessary to cause your Express Franchise to become compliant with our standards and all requirements under this Agreement. If we do so, you shall pay us such amount plus a 20% administrative charge immediately upon notice by us accompanied by reasonable documentation.

(f) Exercising any of these rights will not constitute an actual or constructive termination of this Agreement or be our sole and exclusive remedy for your default. If we exercise any remedies in this Section rather than terminate this Agreement, we may at any time after the applicable cure period under the written notice has lapsed (if any) terminate this Agreement without giving you any additional corrective or cure period. During any suspension period, you must continue paying all fees and other amounts due under, and otherwise comply with, this Agreement and all related agreements. Our election to exercise any remedies in this Section is not our waiver of any breach of this Agreement. You are not entitled to any compensation (including, without limitation, repayment, reimbursement, refunds, or offsets) for any fees, charges, expenses, or losses you might have incurred due to our exercise of rights provided herein.

## **16. Certain Post-Termination or Cancellation Obligations**

16.1. Rights and Duties upon Termination or Cancellation. Upon the expiration, termination, or cancellation of this Agreement:

(a) Your right to operate an Express Employment Professionals® franchise will immediately, absolutely, and unconditionally cease.

(b) If, after expiration, termination, or cancellation of this Agreement and our making applicable deductions from any monthly franchise accounting statement due you at the time, a condition exists which creates a negative balance as your share, then said negative balance shall be deemed a deficit which you must cure through direct payment to us of the amount of said deficit within 20 days of receipt of the monthly franchise accounting statement. If you fail to make payment, we may proceed to take all actions necessary to collect the sums.

(c) You will pay all money owed to your employees.

(d) You will maintain continuing responsibility for the outstanding accounts receivable and take all steps to collect those accounts receivable as would be required during the Term.

(e) We agree to repurchase, at your cost, all generic printed material (printed material that can be reused by other franchisees).

(f) We shall have the right and option to purchase any of our signs owned by you at their fair market value.

(g) You will execute any and all agreements necessary to effectuate termination or cancellation in a prompt and timely manner.

(h) We shall retain the social media domain names and accounts used by your Express Franchise, and you agree to cooperate with us in the transfer of the listing and any passwords or other account information to the person and location as we request. You will add, at your expense, a forwarding message to your phone number directing any calls to us and immediately notify the telephone company and all listing agencies of the expiration, termination, or cancellation of your right to use the telephone numbers and any classified or other telephone directory listings associated with your Express Franchise.

(i) You will immediately cease and forever abstain from using the Proprietary Marks or any of our other names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs, and other commercial symbols or using initials, forms, bulletins, marketing and advertising materials, The Manual, or other materials that have any reference to our Proprietary Marks.

(j) You will immediately cancel all fictitious or assumed name or equivalent registrations relating to your use of any Proprietary Marks.

(k) You will immediately cease using, by marketing or advertising or in any other manner; any internet addresses or names similar to ours; our programs or any part of them; any of our forms; The Manual; the Proprietary Marks; the names or words "Express," "Express Pros," "Express Employment Professionals," or any name or mark using the words "Express," and any of our other names, marks, slogans, colors, signs, symbols, or devices that were used in connection with your Express Franchise or that we use in the operation of our business, or any words comprising such names or marks in any way or combination, directly or indirectly, or any words that are similar to "Express Employment Professionals."

(l) You will immediately cease to use in any manner, and turn over to us, at your expense, The Manual, all customer, client, associate, and employee lists, records and files, all marketing and advertising contracts, sales call reports, price lists, employment applications, personnel files, time cards, payroll sheets, job orders, supplies, video or audio tapes, all proprietary software, and all other materials or property and any copies in your possession which relate to the operation of your Express Franchise. You agree to assist us in every possible way to bring about an immediate, effective, complete, and orderly transfer of the items set forth above to us or to the persons as we may designate.

(m) You will not advertise in connection with the operation of any business as having been formerly connected with us or to have formerly operated an Express Franchise.

(n) We may freely discuss the location and operations of your business with and notify the following persons that you are or will no longer be authorized to operate an Express Employment Professionals® business: prospective franchisees, our clients, our associates, our and

your employees, and other in order to retain the location within the system and continue the operation of the business at the location.

(o) You will not, unless required to do so by legal process, make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person or the public about us or any person or entity affiliated with us.

16.2. Reservation of Rights. If you default under this Agreement, in addition to our right to terminate and cancel as provided in Section 15, we will be entitled to offset any amounts owed to us under this Agreement against your portion of the Gross Margin; to exercise any and all rights and remedies available under this Agreement; and to exercise any and all rights and remedies at law or in equity.

## **17. Confidentiality, Non-Solicitation, and Non-Competition**

17.1. Non-Competition. During the term of this Agreement and for 24 months following expiration, termination, or cancellation of this Agreement (the "Restricted Period"), you shall not, on your behalf or on behalf of any other person or entity, directly or indirectly, act or serve as or be or become an owner, investor, member, partner, shareholder, manager, director, officer, employee or independent contractor of any business competitive with ours, including but not limited to a business offering, providing, or arranging Services (the "Restricted Business") (a) during the Term, within the boundary line of your Territory or anywhere in the United States or Canada, and (b) for 24 months following expiration, termination, or cancellation of this Agreement, within the boundary line of your Territory or within 50 miles of the boundary line of your Territory.

17.2. Non-Solicitation of Clients. During the Restricted Period, you shall not, on your own behalf, or on behalf of any other person or entity, directly or indirectly: (i) solicit, divert, or attempt to solicit or divert business related to the Restricted Business from any person or entity who is or was (within two years of the time of solicitation, diversion, or attempted solicitation or diversion) a client of ours, or (ii) solicit, encourage, or initiate discussions or negotiations with any person or entity who is or was (within two years of the time of solicitation, encouragement, or initiation) a client of ours with respect to the termination, reduction, alteration, or interference of his, her or its relationship or business with us or our franchisee.

17.3. Confidentiality. We possess (and may develop and acquire) confidential information, some or all of which constitutes trade secrets, including but not limited to our Manual, methods, standards, procedures, policies, techniques, materials, know-how, research, training programs, client lists, associate lists, applicant lists, financial information, and any and all other trade secrets and confidential information ("Confidential Information"). In addition, the terms and conditions of this Agreement shall be the Confidential Information of each party. Confidential Information also includes the Express Services Data. We may furnish or make available Confidential Information to you, or Confidential Information may otherwise become known to you. You agree that, during and at all times after the term and expiration, termination, or cancellation of this Agreement, you will: (a) take all steps and action necessary to preserve the confidentiality of the Confidential Information, (b) limit access to the Confidential Information to your employees who need to know the Confidential Information, who have been instructed in the



proper policies and procedures for preserving the confidentiality of the Confidential Information, and who have agreed to preserve the confidentiality of the Confidential Information, (c) not use Confidential Information in any business (including a Restricted Business) other than the operation of your Express Franchise, and (d) adopt and implement reasonable policies and procedures to prevent unauthorized access to or use or disclosure of Confidential Information.

17.4. Unfair Competition; Reasonable Restraint. You specifically acknowledge and agree that (a) pursuant to this Agreement, you will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of the system; and (b) you and the other individuals and entities required to comply with this Section 17 will receive an advantage through the training provided under this Agreement, the knowledge of the day-to-day operation of the Express Franchise and access to The Manual, the system, Confidential Information and trade secrets. We grant you the right to use our Proprietary Marks as described in Section 1.1 and we provide various services to you as described in Section 4 (including but not limited to providing you with training, The Manual, materials, sales programs, marketing/advertising assistance, and access to Confidential Information) to facilitate your placement of our associates with our clients. We have developed these Proprietary Marks, services, and Confidential Information over a period of approximately 40 years. You understand, acknowledge and agree that (a) we would not be willing to grant you an Express Franchise, permit you to use Our Proprietary Marks, provide these services to you, or give you access to our specialized training and Confidential Information absent your agreement to comply with the restrictive covenants in this Section 17, and (b) it would be unfair for you, after using and receiving our specialized training and Confidential Information, to engage in any conduct prohibited by this Section 17. You further understand, acknowledge and agree that the restrictions in this Section 17 are reasonable in all respects, including the duration, scope, and geographic and temporal limitations of such restrictions. You waive any right you may have to contest the validity, enforceability, or scope of any of these restrictions.

17.5. Available Remedies. The remedy at law for any breach of Section 17 is and will be inadequate, and in the event of a breach or threatened breach by you, we will be entitled to an injunction restraining you from any breach or threatened breach. We may also pursue any other remedies available for breach or threatened breach, including the recovery of damages, and we may offset any amounts that you owe us or damages to us against the Gross Margin. If you violate this Agreement, the running of the time period of the provisions that are violated, insofar as they relate to you, will be automatically suspended upon the date of the violation and will resume on the date you permanently cease the violation. The dispute resolution provisions of this Agreement will not limit or restrict our ability to seek and obtain injunctive relief from any court.

17.6. Exclusions. The covenant in Section 17.1 shall not apply to ownership by you, as an owner of less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly held entity, which has any class of securities that have been registered under the federal Securities Exchange Act of 1934, as amended.

17.7. Further Assurances. We may require that you obtain execution of covenants similar to those set forth in Sections 17.1 to 17.3 (as modified to apply to an individual) from any or all of your managers, supervisors and owners.

## 18. Enforcement

18.1. Severability; Reformation. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction or arbitrator to any extent be invalid or unenforceable, the remainder of this Agreement will be unaffected thereby and shall remain valid and enforceable. If any term or provision of Section 17 shall be determined by a court of competent jurisdiction or arbitrator to any extent to be invalid or unenforceable, the court or arbitrator shall reform such invalid or unenforceable term or provision so that it is valid and enforceable and so that the temporal, geographic and activity restrictions are as long, broad and restrictive as are valid and enforceable under applicable law.

18.2. Limitations; Implied Waivers. The parties recognize that carrying out the purpose of this Agreement, the creation of an effective, modern, competitive franchise network under the Express Employment Professionals® brand name and marks, and enhancing the potential value of that franchise network for both you and us, requires flexibility in establishing and modifying standards for performance and operation under this Agreement, and may involve our development of other business activities not covered by the terms of this Agreement, taking into consideration the fact that business conditions and other circumstances will likely change during the Term. The parties have addressed the prospect for this developments by the express provisions of this Agreement, including, without limitation, the provisions defining the nature and scope of this Agreement and your obligation to observe certain operational requirements as they may, from time to time, be amended or modified by us to maintain the long-term viability of the Express Employment Professionals® brand name, marks, and other intellectual property rights, among other things. No provision of this Agreement shall be read to create a limitation on any rights we have to take or not take an action except as the provision clearly and expressly establishes such a limitation. No waiver of any provision of this Agreement shall be effective unless in writing. Failure of either party at any time to require performance of any provision of this Agreement shall not affect the right to require full performance at any later time of such provision or any other provision, and the waiver by either party of a breach of any provision shall not be taken or held to be a waiver of any later breach of such provision or as nullifying the effectiveness of the provision or any other provision.

18.3. Variations in Standards. Notwithstanding anything to the contrary contained in this Agreement, and Section 5 in particular, you acknowledge and agree that because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, in our sole discretion, to vary performance standards for some franchisees based upon the peculiarities and characteristics of the particular franchise or circumstance, business potential, existing business practices or any other condition which we deem to be of importance to the successful operation of the particular franchise business in question. We have full rights to vary standard practices for any other franchisee at any time without giving you comparable rights. You will not be entitled to require us to disclose or grant to you a like or similar variation.

18.4. Costs and Attorneys' Fees. The prevailing party in any proceeding arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs and expenses (including court and arbitration costs and reasonable attorneys' fees) incurred by the prevailing party in such arbitration or litigation.

18.5. Rights Cumulative. Our rights under this Agreement are cumulative, and our exercise or enforcement of any right or remedy under this Agreement will not preclude our exercise or enforcement of any other right or remedy.

18.6. Governing Law. This Agreement shall be executed and deemed to be entered into and accepted in the State of Oklahoma. The rights of the parties and provisions of this Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of Oklahoma and the United States. However, if the covenants, or any portion of the covenants, set forth in Section 17 of this Agreement would not be enforceable under the laws of the State of Oklahoma, and the principal place of business of your Express Franchise is located outside of such state, then such covenants, or portions (as the case may be), shall be interpreted, construed and governed in accordance with the laws of the state where the principal place of business of your Express Franchise is located.

18.7. Exclusive Jurisdiction and Venue. Excluded Controversies (as defined in Section 18.12(d)) with respect to this Agreement shall be brought exclusively in the District Court of Oklahoma County, Oklahoma, or in the United States District Court for the Western District of Oklahoma. By execution and delivery of this Agreement, the parties irrevocably accept the exclusive jurisdiction of such courts and waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the jurisdiction or laying of venue of any such litigation brought in any such court and any claim that any such litigation has been brought in an inconvenient forum. The parties acknowledge that the acceptance of the exclusive jurisdiction of such courts is a material consideration for entering into and performing this Agreement.

18.8. Jury Trial Waiver. To the extent permitted by applicable law, the parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them.

18.9. Damages Waiver. The parties waive to the fullest extent permitted by law any right to or claim for any incidental, consequential, treble, exemplary, or punitive damages against the other party and agree that in a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

18.10. Damage Limitations. In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement. You waive any such claim for damages, and you may not claim any such damages by way of set-off, counterclaim or defense. Your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions for specific performance or declaratory judgment.

18.11. Survival. Any provisions of this Agreement which impose an obligation after the expiration, termination, or cancellation of this Agreement shall survive the expiration, termination, or cancellation of this Agreement and be binding on the parties.

18.12. Dispute Resolution.

(a) Mediation. Both of us agree that we may, at either party's option, undertake efforts to resolve any controversy, claim or dispute arising out of or relating to the Express

Franchise, this Agreement or its breach, including without limitation, the scope and validity of this Agreement or any of its provisions or any claim that this Agreement or any of its provisions is invalid, illegal or otherwise voidable or void (including any controversy, claim, or dispute involving an affiliate of ours, or any officer, director, manager, employee, agent, or representative of ours or any of our affiliates) (each, a “Dispute”) by initiating mediation of the Dispute by giving the other party written notice (the “Mediation Notice”) of any Dispute. If one party initiates mediation by delivery the Mediation Notice to the other party, then the parties will make a good faith attempt to settle the Dispute by mediation under the provisions of this Section before commencing arbitration. The mediation will be conducted in Oklahoma City, Oklahoma, in accordance with the International Institute for Conflict Prevention & Resolution Mediation Procedure in effect on the date of this Agreement. Within 30 days after the mediator has been selected, senior executives or other representatives of each party who have authority to settle the dispute will meet with the mediator for at least one mediation session. If the Dispute cannot be settled at that mediation session or at any mutually agreed continuation of that mediation session, either party may submit the Dispute to arbitration under Section 18.12(b). All conferences and discussions that occur in connection with the mediation conducted under this Agreement will be deemed compromise and settlement conferences and discussions. Each party will bear its own costs of mediation, and any costs payable to the mediation service or the mediator will be shared equally by you and us.

(b) Arbitration. Any Dispute not resolved through mediation shall be submitted to arbitration before and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”) at the AAA office located nearest to our principal place of business at the time the arbitration proceeding is commenced, unless otherwise agreed to in writing by the parties. Notwithstanding any provision of this Agreement relating to which state laws govern this Agreement, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.) and the federal common law of arbitration. Judgment upon an arbitration award may be entered in any court having competent jurisdiction and shall be final, binding and non-appealable. You and we hereby waive, to the fullest extent permitted by law, any claim for any punitive or exemplary damages against the other party and agree that, in the event of a Dispute, each shall be limited to the recovery of only the actual damages sustained, which may include recovery of lost future royalties.

(c) Procedure for Arbitration. The arbitration provisions are self-executing and shall remain in full force and effect after the expiration or termination of this Agreement. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise, notwithstanding such failure to appear. With respect to any Dispute, (i) arbitration proceedings shall be conducted before three arbitrators, one of which shall be chosen by you and one by us, and the third of which shall be selected by the two chosen arbitrators; and (ii) the parties agree to a time limit of twelve (12) months to reach a final determination for any such proceeding as measured from the date that a notice of arbitration is filed in the AAA. If the two chosen arbitrators are unable to agree upon a third arbitrator within fourteen (14) days after the Dispute has been submitted to arbitration, either you or we may petition the AAA to appoint the third arbitrator. The parties agree that the arbitrator(s) shall have the power to award all forms of relief including but not limited to damages, injunctive relief, preliminary

injunctive relief, temporary restraining orders, and reasonable attorneys' fees and expenses to any party in such arbitration.

(d) Excluded Controversies. Notwithstanding anything to the contrary contained herein, at our election, the provisions of Section 18.6 and Sections 18.12(a) through Section 18.12(c) shall not apply to any controversies relating to any fee due us or our affiliates; any promissory note payments due to us or our affiliate; any trade payables due to us or our affiliate as a result of the purchase of any equipment, goods, or supplies (collectively, "Excluded Controversies"). At our election, the provisions of Section 18.6 and Sections 18.12(a) through Section 18.12(c) shall also not apply to any controversies relating to the use and protection of the Proprietary Marks or the Express Employment Professionals® system, including our right to apply to any court of competent jurisdiction for appropriate injunctive relief, temporary restraining orders, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the *status quo* or prevent irreparable injury pending resolution by arbitration of the actual dispute.

(e) Waiver of Consolidated, Representative or Class Actions. The parties agree that arbitration will be conducted on an individual basis and not in a class, consolidated or representative action, and only we (any officer, director, manager, employee, agent, or representative of ours or any of our affiliates, as applicable) and you may be parties to any arbitration, and that no such arbitration proceeding may be consolidated or joined with another arbitration proceeding involving you and us and/or any other person. The foregoing sentence is an integral provision of the arbitration procedures set forth in this Section 18.12 and may not be severed herefrom notwithstanding any provision to the contrary contained in this Agreement.

(f) Time Limitation for Commencing Proceedings. Any claim relating to a Dispute must be commenced within one year from the expiration or termination of this Agreement, or from the act or omission complained of, whichever occurs first.

(g) Survival of Provisions. The provisions of this Section 18.12 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

## 19. General

19.1. Our Independent Contractor. You are an independent contractor. The relationship between you and us is one of franchisee and franchisor. Nothing in this Agreement shall be construed to constitute you as our employee, agent or representative or to constitute you and us as partners, or joint venturers, legal representatives, general or special agents, employees or servants of the other for any purpose. We do not have a fiduciary duty to you. You will not have the power to obligate us for any expenses, liability or other obligations, other than wages to associates you place, without our prior written approval.

19.2. Your Employees and Independent Contractors. Neither you nor any individual whose compensation for service you pay is in any way, directly or indirectly, expressly or by implication construed to be an employee of ours for any purpose, and particularly as to any tax or

contributions or requirement or withholding levied or fixed by any city, state, or federal agency. We will not have the power to hire or fire your employees.

19.3. Our Franchisee. You will conspicuously identify yourself at your Express Office and in all dealings with clients, contractors, suppliers, public officials and others as an independent Franchisee of ours and will place other notices of independent ownership on forms, stationery and other materials as we may require.

19.4. No Agency. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees or representations in the name of or on behalf of the other party, or represent the relationship between us and you as other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the Express Franchise.

19.5. No Liability for Your Obligations. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties that you make that are not specifically authorized in this Agreement. Neither we nor any of our affiliated companies will be liable for any of your acts, omissions, debts, or other obligations, including any obligations that arise from or relate to your operation of the franchised business.

19.6. Notices. Any notice or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by personal service; sent by United States registered or certified mail, return receipt requested, postage prepaid; sent by overnight delivery or courier; or transmitted electronically. Notices to us shall be addressed to Our principal offices, 9701 Boardwalk Blvd., Oklahoma City, OK 73162 or other address that We may designate in writing. Notices to you shall be addressed to you at the address we maintain in our records. Either party may change the address for notices by sending notice as provided in this Section 19.6.

19.7. Amendment. This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. You acknowledge and agree that no oral promises or declarations were made to you and that our obligations are confined exclusively to the terms in this Agreement

19.8. Control in a Crisis. If an event occurs in the operation of your Express Franchise that has or, in our judgment, may cause harm or injury to clients or associates or adversely affect the image or reputation of Express Employment Professionals® (collectively “Crisis Situations”), You will: (a) where necessary, immediately contact appropriate authorities and emergency care providers to assist in addressing the harm or injury, and (b) immediately inform us by telephone of the Crisis Situation. You must refrain from making any internal or external announcements, including communications with the news media, regarding the Crisis Situation. To the extent we consider it appropriate, we may control the manner in which the Crisis Situation is handled, including conducting all communication with the news media, providing or arranging care or assistance for injured persons, or even temporarily closing the Express Franchise. You

acknowledge that, in directing the management of any Crisis Situation, we may engage the services of attorneys, experts, public relations, and other professionals as we consider appropriate. You and your employees must cooperate fully with us in these efforts and activities and will be bound by all further Crisis Situation procedures we may develop. The indemnification provisions of this Agreement will include any and all expenses we may incur from our exercise of rights in this Section 19.8.

19.9. Our Business Judgment. You understand and agree that whenever we have expressly reserved in this Agreement or are deemed to have a right and/or the discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make such decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests and of what is in the best interests of the Express Employment Professionals® system at the time our decision is made or discretion is exercised. Specifically, our business judgment may be exercised without regard to whether: (a) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by us; (ii) our decision or the action taken promotes our financial or other interest; (b) our decision or the action taken applies differently to you and one or more other franchisees or our company-owned businesses; or (c) our decision or the exercise of our right or discretion is adverse to your interests. In the absence of an applicable statute or a violation of the express terms of this Agreement, the exercise of our business judgment shall not be subject to review.

19.10. Patriot Act Compliance. You represent, warrant, and certify to us that neither you nor any of your directors, officers, shareholders, partners, managers, members, employees, or agents, nor any of your affiliates or their directors, officers, shareholders, partners, managers, members, employees, or agents, nor any other direct or indirect interest holder of any of the preceding: (a) are or have been listed on any Government Lists; (b) are or have been determined by any competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001), or any other similar prohibitions contained in the rules and regulations of the Office of Foreign Assets Control, United States Department of the Treasury (“OFAC”) or in any related enabling legislation or other Presidential Executive Orders; (c) have been indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any offenses under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “USA Patriot Act”); (d) are or have been under investigation by any governmental authority (as defined below) for alleged criminal activity; or (e) have or have had a reputation in the community for criminal or unethical behavior. “Government Lists” means the “Specially Designated Nationals and Blocked Persons List” maintained by OFAC; any other list of terrorists, terrorist organizations, or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC; or any similar list maintained by the United States Department of State, the United States Department of Commerce, or any other governmental authority, or pursuant to any Executive Order of the President of the United States.

19.11. Owners’ Guaranty. Each of your owners, partners, shareholders, or members who own any portion of the equitable interest of you must execute and deliver the Owners’ Guaranty attached to this Agreement. All such individuals agree to be bound by all the terms and conditions of this Agreement and agree to perform all of the duties and obligations required of you and agree to personally guarantee all of your obligations set forth in this Agreement. Any guarantor shall

not transfer, assign, or pledge any of its shares of capital stock or other interest in you without our prior written consent. Your liability, as well as the liability of each of your owners, partners, shareholders, or members, shall be joint and several.

19.12. Entire Agreement. This Agreement, and all exhibits, appendices and ancillary agreements executed contemporaneously with this Agreement including, without limitation, The Manual, constitute the entire agreement between you and us, oral and written, and supersede any and all prior negotiations, understandings, representations and agreements; and shall not be modified or amended except in writing signed by the parties; provided, however, that nothing in this or any related agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. You acknowledge and agree that you are entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of your own independent investigation of the Express Franchise.

19.13. Binding Effect. The provisions shall be binding upon the parties and their heirs, administrators, executors, survivors and/or successors and assigns.

19.14. Construction. Any reference to the masculine gender shall include the feminine gender. Any and all references to “you” include your principal owners.

19.15. Caveat. We do not make any representation or warranty, express or implied, as to the potential success of the Express Franchise. This Agreement shall not be effective until we accept it as evidenced by dating and signing by one of our officers.

No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, franchise seller, or other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature Page Follows]



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

**We; Us; Our**

Express Services, Inc.

By:

\_\_\_\_\_  
William H. Stoller, Chief Executive Officer

**You; Your (if You are an individual):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**You; Your (if You are an entity):**

Your Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Principal Owners (if You are an entity):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

## Owners' Guaranty

This Owner's Guaranty (this "Guaranty") is made by the undersigned individuals (the "Guarantors") in favor of Express Services, Inc., a Colorado corporation ("We," "Us," or "Our"), in connection with the Franchise Agreement, dated as of the date hereof (the "Franchise Agreement"), by and between Us and \_\_\_\_\_ ("Franchisee").

In consideration of, and as an inducement to, the execution of the Franchise Agreement by Us, each of the Guarantors hereby, jointly and severally, (1) personally and unconditionally guarantees to Us, and Our successors and assigns, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement, and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement to the same extent as Franchisee and as if Guarantor were the Franchisee under the Franchise Agreement. This Guaranty shall remain in effect as long as any obligation under the Franchise Agreement or any obligation of Franchisee to you relating to the business franchised under the Franchise Agreement remains unperformed or unsatisfied. To the extent any provisions of the Franchise Agreement survive its termination or cancellation, this Guaranty shall likewise survive its termination or cancellation.

Each Guarantor waives: (1) acceptance and notice of acceptance by Us of these undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligation guaranteed; (3) protest and notice of default to any person with respect to the indebtedness or nonperformance of any obligation guaranteed; (4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed.

Each Guarantor consents and agrees that: (1) his or her liability under this Guaranty shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and any other Guarantor; (2) he or she shall render any payment or performance required of Franchisee under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) his or her liability shall not be contingent or conditioned upon pursuit by Us of any remedy against Franchisee or any other person; (4) his or her liability shall not be diminished, relieved or otherwise affected by (a) any extension of time, credit or other indulgence which We may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, or (b) any bankruptcy of Franchisee; (5) this Guaranty shall be continuing and irrevocable as long as any obligation of Franchisee or Guarantor under the Franchise Agreement or this Guaranty remains unperformed or unsatisfied; (6) he or she is bound by the restrictive covenants (including those related to confidentiality, non-competition, and non-solicitation), indemnification, arbitration and dispute resolution, and all other provisions contained in the Franchise Agreement to the same extent as Franchisee and as if Guarantor were the Franchisee under the Franchise Agreement and that such provisions are reasonable; (7) at Our request, Guarantor will provide to Us updated financial information as may be necessary, in Our discretion, to demonstrate his or her ability to satisfy the obligations of the Franchisee under the Franchise Agreement; and (8) he or she will pay all costs and expenses (including court and arbitration costs and reasonable attorneys' fees) incurred by Us in enforcing or attempting to enforce this Guaranty.

We may separately enforce this Guaranty directly against any of the Guarantors without the joinder of any other party or parties and without first having sought relief against the Franchisee, any other Guarantor, or any other party or parties.

This Guaranty shall be governed by, and construed in accordance with, Oklahoma law.

The Guarantors have executed and delivered this Guaranty contemporaneously with the execution of the Franchise Agreement by Franchisee.

**Guarantors:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

**Exhibit A**  
**Core Occupations Schedule**

	<b>SOC Code</b>	<b>SOC Code Occupational Title</b>
1.	112011	Advertising and Promotions Managers
2.	414012	Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products
3.	436014	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive
4.	433031	Bookkeeping, Accounting, and Auditing Clerks
5.	433031	Bookkeeping, Accounting, and Auditing Clerks
6.	439021	Data Entry Keyers
7.	433031	Bookkeeping, Accounting, and Auditing Clerks
8.	433031	Bookkeeping, Accounting, and Auditing Clerks
9.	436014	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive
10.	431011	First-Line Supervisors of Office and Administrative Support Workers
11.	131082	Project Management Specialists
12.	436014	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive
13.	413011	Advertising Sales Agents
14.	194012	Agricultural Technicians
15.	493011	Aircraft Mechanics and Service Technicians
16.	319096	Veterinary Assistants and Laboratory Animal Caretakers
17.	432011	Switchboard Operators, Including Answering Service
18.	499031	Home Appliance Repairers
19.	434171	Receptionists and Information Clerks
20.	514022	Forging Machine Setters, Operators, and Tenders, Metal and Plastic
21.	512099	Assemblers and Fabricators, All Other
22.	519198	Helpers--Production Workers
23.	519199	Production Workers, All Other
24.	119199	Managers, All Other
25.	119199	Managers, All Other
26.	113051	Industrial Production Managers
27.	113051	Industrial Production Managers
28.	511011	First-Line Supervisors of Production and Operating Workers
29.	511011	First-Line Supervisors of Production and Operating Workers
30.	511011	First-Line Supervisors of Production and Operating Workers
31.	536021	Parking Attendants
32.	493021	Automotive Body and Related Repairers
33.	493023	Automotive Service Technicians and Mechanics
34.	173024	Electro-Mechanical and Mechatronics Technologists and Technicians
35.	492096	Electronic Equipment Installers and Repairers, Motor Vehicles
36.	533032	Heavy and Tractor-Trailer Truck Drivers
37.	519111	Packaging and Filling Machine Operators and Tenders
38.	514199	Metal Workers and Plastic Workers, All Other

39.	433071	Tellers
40.	353031	Waiters and Waitresses
41.	353023	Fast Food and Counter Workers
42.	353011	Bartenders
43.	514191	Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plastic
44.	492092	Electric Motor, Power Tool, and Related Repairers
45.	272042	Musicians and Singers
46.	433021	Billing and Posting Clerks
47.	515113	Print Binding and Finishing Workers
48.	515113	Print Binding and Finishing Workers
49.	194021	Biological Technicians
50.	194021	Biological Technicians
51.	194021	Biological Technicians
52.	537062	Laborers and Freight, Stock, and Material Movers, Hand
53.	472011	Boilermakers
54.	433031	Bookkeeping, Accounting, and Auditing Clerks
55.	434011	Brokerage Clerks
56.	413091	Sales Representatives of Services, Except Advertising, Insurance, Financial Services, and Travel
57.	359011	Dining Room and Cafeteria Attendants and Bartender Helpers
58.	533032	Heavy and Tractor-Trailer Truck Drivers
59.	517011	Cabinetmakers and Bench Carpenters
60.	517011	Cabinetmakers and Bench Carpenters
61.	537041	Hoist and Winch Operators
62.	499052	Telecommunications Line Installers and Repairers
63.	173028	Calibration Technologists and Technicians
64.	434051	Customer Service Representatives
65.	434051	Customer Service Representatives
66.	434051	Customer Service Representatives
67.	434051	Customer Service Representatives
68.	434051	Customer Service Representatives
69.	434051	Customer Service Representatives
70.	413011	Advertising Sales Agents
71.	419091	Door-to-Door Sales Workers, News and Street Vendors, and Related Workers
72.	537061	Cleaners of Vehicles and Equipment
73.	435011	Cargo and Freight Agents
74.	472031	Carpenters
75.	473012	Helpers--Carpenters
76.	412011	Cashiers
77.	352021	Food Preparation Workers
78.	533032	Heavy and Tractor-Trailer Truck Drivers
79.	533032	Heavy and Tractor-Trailer Truck Drivers
80.	533032	Heavy and Tractor-Trailer Truck Drivers

81.	533032	Heavy and Tractor-Trailer Truck Drivers
82.	519012	Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders
83.	292072	Medical Records Specialists
84.	351011	Chefs and Head Cooks
85.	519023	Mixing and Blending Machine Setters, Operators, and Tenders
86.	194031	Chemical Technicians
87.	537051	Industrial Truck and Tractor Operators
88.	537051	Industrial Truck and Tractor Operators
89.	533032	Heavy and Tractor-Trailer Truck Drivers
90.	533032	Heavy and Tractor-Trailer Truck Drivers
91.	439021	Data Entry Keyers
92.	439061	Office Clerks, General
93.	439051	Mail Clerks and Mail Machine Operators, Except Postal Service
94.	439061	Office Clerks, General
95.	439071	Office Machine Operators, Except Computer
96.	514041	Machinists
97.	514011	computer-controlled machine tool operators, working with metal and plastic
98.	514041	Machinists
99.	514041	Machinists
100.	514122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders
101.	514041	Machinists
102.	517042	Woodworking Machine Setters, Operators, and Tenders, Except Sawing
103.	514034	Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic
104.	514199	Metal Workers and Plastic Workers, All Other
105.	511011	First-Line Supervisors of Production and Operating Workers
106.	393093	Locker Room, Coatroom, and Dressing Room Attendants
107.	472111	Electricians
108.	519023	Mixing and Blending Machine Setters, Operators, and Tenders
109.	519023	Mixing and Blending Machine Setters, Operators, and Tenders
110.	151244	Network and Computer Systems Administrators
111.	151244	Network and Computer Systems Administrators
112.	492011	Computer, Automated Teller, and Office Machine Repairers
113.	393091	Amusement and Recreation Attendants
114.	536061	Passenger Attendants
115.	396012	Concierges
116.	472051	Cement Masons and Concrete Finishers
117.	472051	Cement Masons and Concrete Finishers
118.	472031	Carpenters
119.	472061	Construction Laborers
120.	472061	Construction Laborers
121.	472051	Cement Masons and Concrete Finishers
122.	472051	Cement Masons and Concrete Finishers

123.	472051	Cement Masons and Concrete Finishers
124.	472051	Cement Masons and Concrete Finishers
125.	472111	Electricians
126.	472061	Construction Laborers
127.	472061	Construction Laborers
128.	472051	Cement Masons and Concrete Finishers
129.	472152	Plumbers, Pipefitters, and Steamfitters
130.	434131	Loan Interviewers and Clerks
131.	131023	Purchasing Agents, Except Wholesale, Retail, and Farm Products
132.	518013	Power Plant Operators
133.	173023	Electrical and Electronic Engineering Technologists and Technicians
134.	519199	Production Workers, All Other
135.	412022	Parts Salespersons
136.	412021	Counter and Rental Clerks
137.	412022	Parts Salespersons
138.	273092	Court Reporters and Simultaneous Captioners
139.	434031	Court, Municipal, and License Clerks
140.	537021	Crane and Tower Operators
141.	433011	Bill and Account Collectors
142.	537051	Industrial Truck and Tractor Operators
143.	514199	Metal Workers and Plastic Workers, All Other
144.	434051	Customer Service Representatives
145.	434051	Customer Service Representatives
146.	533032	Heavy and Tractor-Trailer Truck Drivers
147.	514033	Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic
148.	519022	Grinding and Polishing Workers, Hand
149.	519022	Grinding and Polishing Workers, Hand
150.	533031	Driver/Sales Workers
151.	533033	Light Truck Drivers
152.	472061	Construction Laborers
153.	472061	Construction Laborers
154.	419011	Demonstrators and Product Promoters
155.	419011	Demonstrators and Product Promoters
156.	439041	Insurance Claims and Policy Processing Clerks
157.	434171	Receptionists and Information Clerks
158.	436013	Medical Secretaries and Administrative Assistants
159.	173019	Drafters, All Other
160.	439031	Desktop Publishers
161.	519032	Cutting and Slicing Machine Setters, Operators, and Tenders
162.	512031	Engine and Other Machine Assemblers
163.	292051	Dietetic Technicians
164.	359021	Dishwashers

165.	435032	Dispatchers, Except Police, Fire, and Ambulance
166.	271026	Merchandise Displayers and Window Trimmers
167.	435011	Cargo and Freight Agents
168.	131131	Fundraisers
169.	533031	Driver/Sales Workers
170.	533033	Light Truck Drivers
171.	533033	Light Truck Drivers
172.	537065	Stockers and Order Fillers
173.	435011	Cargo and Freight Agents
174.	519192	Cleaning, Washing, and Metal Pickling Equipment Operators and Tenders
175.	516011	Laundry and Dry-Cleaning Workers
176.	472081	Drywall and Ceiling Tile Installers
177.	472081	Drywall and Ceiling Tile Installers
178.	533032	Heavy and Tractor-Trailer Truck Drivers
179.	533032	Heavy and Tractor-Trailer Truck Drivers
180.	434051	Customer Service Representatives
181.	434199	Information and Record Clerks, All Other
182.	492092	Electric Motor, Power Tool, and Related Repairers
183.	492096	Electronic Equipment Installers and Repairers, Motor Vehicles
184.	492094	Electrical and Electronics Repairers, Commercial and Industrial Equipment
185.	492094	Electrical and Electronics Repairers, Commercial and Industrial Equipment
186.	173023	Electrical and Electronic Engineering Technologists and Technicians
187.	471011	First-Line Supervisors of Construction Trades and Extraction Workers
188.	472111	Electricians
189.	512022	Electrical and Electronic Equipment Assemblers
190.	512022	Electrical and Electronic Equipment Assemblers
191.	131071	Human Resources Specialists
192.	512031	Engine and Other Machine Assemblers
193.	493041	Farm Equipment Mechanics and Service Technicians
194.	492094	Electrical and Electronics Repairers, Commercial and Industrial Equipment
195.	393031	Ushers, Lobby Attendants, and Ticket Takers
196.	412011	Cashiers
197.	412011	Cashiers
198.	393091	Amusement and Recreation Attendants
199.	393099	Entertainment Attendants and Related Workers, All Other
200.	393092	Costume Attendants
201.	371011	First-Line Supervisors of Housekeeping and Janitorial Workers
202.	519123	Painting, Coating, and Decorating Workers
203.	393031	Ushers, Lobby Attendants, and Ticket Takers
204.	393031	Ushers, Lobby Attendants, and Ticket Takers
205.	131121	Meeting, Convention, and Event Planners
206.	393031	Ushers, Lobby Attendants, and Ticket Takers
207.	393099	Entertainment Attendants and Related Workers, All Other



208.	536021	Parking Attendants
209.	393099	Entertainment Attendants and Related Workers, All Other
210.	339032	Security Guards
211.	131121	Meeting, Convention, and Event Planners
212.	475022	Excavating and Loading Machine and Dragline Operators, Surface Mining
213.	436011	Executive Secretaries and Executive Administrative Assistants
214.	514021	Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic
215.	533032	Heavy and Tractor-Trailer Truck Drivers
216.	535031	Ship Engineers
217.	514121	Welders, Cutters, Solderers, and Brazers
218.	514121	Welders, Cutters, Solderers, and Brazers
219.	113013	Facilities Managers
220.	113013	Facilities Managers
221.	499071	Maintenance and Repair Workers, General
222.	499052	Telecommunications Line Installers and Repairers
223.	491011	First-Line Supervisors of Mechanics, Installers, and Repairers
224.	452092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse
225.	452092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse
226.	434071	File Clerks
227.	519111	Packaging and Filling Machine Operators and Tenders
228.	439199	Office and Administrative Support Workers, All Other
229.	433099	Financial Clerks, All Other
230.	519124	Coating, Painting, and Spraying Machine Setters, Operators, and Tenders
231.	332022	Forest Fire Inspectors and Prevention Specialists
232.	474051	Highway Maintenance Workers
233.	474051	Highway Maintenance Workers
234.	493031	Bus and Truck Mechanics and Diesel Engine Specialists
235.	531043	First-Line Supervisors of Material-Moving Machine and Vehicle Operators
236.	514122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders
237.	434111	Interviewers, Except Eligibility and Loan
238.	513092	Food Batchmakers
239.	513092	Food Batchmakers
240.	351012	First-Line Supervisors of Food Preparation and Serving Workers
241.	519199	Production Workers, All Other
242.	471011	First-Line Supervisors of Construction Trades and Extraction Workers
243.	191032	Foresters
244.	537051	Industrial Truck and Tractor Operators
245.	537051	Industrial Truck and Tractor Operators
246.	537051	Industrial Truck and Tractor Operators
247.	537051	Industrial Truck and Tractor Operators
248.	537051	Industrial Truck and Tractor Operators
249.	173029	Engineering Technologists and Technicians, Except Drafters, All Other
250.	514071	Foundry Mold and Coremakers

251.	435011	Cargo and Freight Agents
252.	537051	Industrial Truck and Tractor Operators
253.	434171	Receptionists and Information Clerks
254.	517021	Furniture Finishers
255.	517021	Furniture Finishers
256.	517099	Woodworkers, All Other
257.	517099	Woodworkers, All Other
258.	536021	Parking Attendants
259.	499011	Mechanical Door Repairers
260.	499011	Mechanical Door Repairers
261.	499011	Mechanical Door Repairers
262.	536031	Automotive and Watercraft Service Attendants
263.	434171	Receptionists and Information Clerks
264.	493023	Automotive Service Technicians and Mechanics
265.	493023	Automotive Service Technicians and Mechanics
266.	519198	Helpers--Production Workers
267.	472061	Construction Laborers
268.	111021	General and Operations Managers
269.	516091	Extruding and Forming Machine Setters, Operators, and Tenders, Synthetic and Glass Fibers
270.	472121	Glaziers
271.	472121	Glaziers
272.	519191	Adhesive Bonding Machine Operators and Tenders
273.	452091	Agricultural Equipment Operators
274.	271024	Graphic Designers
275.	434171	Receptionists and Information Clerks
276.	393031	Ushers, Lobby Attendants, and Ticket Takers
277.	514194	Tool Grinders, Filers, and Sharpeners
278.	373011	Landscaping and Groundskeeping Workers
279.	396012	Concierges
280.	434081	Hotel, Motel, and Resort Desk Clerks
281.	499071	Maintenance and Repair Workers, General
282.	499071	Maintenance and Repair Workers, General
283.	436013	Medical Secretaries and Administrative Assistants
284.	514191	Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plastic
285.	472073	Operating Engineers and Other Construction Equipment Operators
286.	472061	Construction Laborers
287.	472061	Construction Laborers
288.	151232	Computer User Support Specialists
289.	331099	First-Line Supervisors of Protective Service Workers, All Other
290.	512099	Assemblers and Fabricators, All Other
291.	353041	Food Servers, Nonrestaurant
292.	359031	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop
293.	434081	Hotel, Motel, and Resort Desk Clerks

294.	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners
295.	434161	Human Resources Assistants, Except Payroll and Timekeeping
296.	499021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers
297.	499021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers
298.	472073	Operating Engineers and Other Construction Equipment Operators
299.	472031	Carpenters
300.	472111	Electricians
301.	173024	Electro-Mechanical and Mechatronics Technologists and Technicians
302.	113051	Industrial Production Managers
303.	472141	Painters, Construction and Maintenance
304.	519124	Coating, Painting, and Spraying Machine Setters, Operators, and Tenders
305.	472141	Painters, Construction and Maintenance
306.	299021	Health Information Technologists and Medical Registrars
307.	514021	Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic
308.	519195	Molders, Shapers, and Casters, Except Metal and Plastic
309.	472000	#N/A
310.	472000	#N/A
311.	499099	Installation, Maintenance, and Repair Workers, All Other
312.	499099	Installation, Maintenance, and Repair Workers, All Other
313.	499012	Control and Valve Installers and Repairers, Except Mechanical Door
314.	499069	Precision Instrument and Equipment Repairers, All Other
315.	439041	Insurance Claims and Policy Processing Clerks
316.	413021	Insurance Sales Agents
317.	435071	Shipping, Receiving, and Inventory Clerks
318.	435071	Shipping, Receiving, and Inventory Clerks
319.	435071	Shipping, Receiving, and Inventory Clerks
320.	431011	First-Line Supervisors of Office and Administrative Support Workers
321.	472221	Structural Iron and Steel Workers
322.	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners
323.	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners
324.	473019	Helpers, Construction Trades, All Other
325.	232099	Legal Support Workers, All Other
326.	392021	Animal Caretakers
327.	352021	Food Preparation Workers
328.	537062	Laborers and Freight, Stock, and Material Movers, Hand
329.	194012	Agricultural Technicians
330.	292012	Medical and Clinical Laboratory Technicians
331.	292012	Medical and Clinical Laboratory Technicians
332.	472061	Construction Laborers
333.	472061	Construction Laborers
334.	512051	Fiberglass Laminators and Fabricators
335.	512051	Fiberglass Laminators and Fabricators
336.	512051	Fiberglass Laminators and Fabricators

337.	518093	Petroleum Pump System Operators, Refinery Operators, and Gaugers
338.	373011	Landscaping and Groundskeeping Workers
339.	373011	Landscaping and Groundskeeping Workers
340.	373011	Landscaping and Groundskeeping Workers
341.	516062	Textile Cutting Machine Setters, Operators, and Tenders
342.	173029	Engineering Technologists and Technicians, Except Drafters, All Other
343.	514011	computer-controlled machine tool operators, working with metal and plastic
344.	516011	Laundry and Dry-Cleaning Workers
345.	516011	Laundry and Dry-Cleaning Workers
346.	519198	Helpers--Production Workers
347.	519198	Helpers--Production Workers
348.	419022	Real Estate Sales Agents
349.	232011	Paralegals and Legal Assistants
350.	352014	#N/A
351.	514199	Metal Workers and Plastic Workers, All Other
352.	537121	Tank Car, Truck, and Ship Loaders
353.	434131	Loan Interviewers and Clerks
354.	435061	Production, Planning, and Expediting Clerks
355.	435061	Production, Planning, and Expediting Clerks
356.	493023	Automotive Service Technicians and Mechanics
357.	537062	Laborers and Freight, Stock, and Material Movers, Hand
358.	454029	Logging Workers, All Other
359.	499091	Coin, Vending, and Amusement Machine Servicers and Repairers
360.	512031	Engine and Other Machine Assemblers
361.	499043	Maintenance Workers, Machinery
362.	514081	Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic
363.	514081	Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic
364.	514081	Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic
365.	514199	Metal Workers and Plastic Workers, All Other
366.	514035	Milling and Planing Machine Setters, Operators, and Tenders, Metal and Plastic
367.	514041	Machinists
368.	514041	Machinists
369.	439051	Mail Clerks and Mail Machine Operators, Except Postal Service
370.	439051	Mail Clerks and Mail Machine Operators, Except Postal Service
371.	439051	Mail Clerks and Mail Machine Operators, Except Postal Service
372.	499071	Maintenance and Repair Workers, General
373.	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners
374.	499071	Maintenance and Repair Workers, General
375.	499071	Maintenance and Repair Workers, General
376.	499071	Maintenance and Repair Workers, General
377.	499071	Maintenance and Repair Workers, General
378.	499071	Maintenance and Repair Workers, General
379.	499071	Maintenance and Repair Workers, General

380.	499071	Maintenance and Repair Workers, General
381.	371012	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers
382.	499043	Maintenance Workers, Machinery
383.	499071	Maintenance and Repair Workers, General
384.	499071	Maintenance and Repair Workers, General
385.	499071	Maintenance and Repair Workers, General
386.	499071	Maintenance and Repair Workers, General
387.	499071	Maintenance and Repair Workers, General
388.	499099	Installation, Maintenance, and Repair Workers, All Other
389.	499099	Installation, Maintenance, and Repair Workers, All Other
390.	499071	Maintenance and Repair Workers, General
391.	499071	Maintenance and Repair Workers, General
392.	491011	First-Line Supervisors of Mechanics, Installers, and Repairers
393.	499071	Maintenance and Repair Workers, General
394.	499071	Maintenance and Repair Workers, General
395.	499071	Maintenance and Repair Workers, General
396.	514041	Machinists
397.	514031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic
398.	511011	First-Line Supervisors of Production and Operating Workers
399.	411012	First-Line Supervisors of Non-Retail Sales Workers
400.	131161	Market Research Analysts and Marketing Specialists
401.	537062	Laborers and Freight, Stock, and Material Movers, Hand
402.	534013	Rail Yard Engineers, Dinkey Operators, and Hostlers
403.	435071	Shipping, Receiving, and Inventory Clerks
404.	513021	Butchers and Meat Cutters
405.	513021	Butchers and Meat Cutters
406.	512031	Engine and Other Machine Assemblers
407.	512023	Electromechanical Equipment Assemblers
408.	173027	Mechanical Engineering Technologists and Technicians
409.	173013	Mechanical Drafters
410.	173027	Mechanical Engineering Technologists and Technicians
411.	512031	Engine and Other Machine Assemblers
412.	319099	Healthcare Support Workers, All Other
413.	436013	Medical Secretaries and Administrative Assistants
414.	292099	Health Technologists and Technicians, All Other
415.	319092	Medical Assistants
416.	319092	Medical Assistants
417.	433021	Billing and Posting Clerks
418.	292072	Medical Records Specialists
419.	433021	Billing and Posting Clerks
420.	131071	Human Resources Specialists
421.	519082	Medical Appliance Technicians
422.	436013	Medical Secretaries and Administrative Assistants

423.	119111	Medical and Health Services Managers
424.	292072	Medical Records Specialists
425.	434171	Receptionists and Information Clerks
426.	292072	Medical Records Specialists
427.	292099	Health Technologists and Technicians, All Other
428.	436013	Medical Secretaries and Administrative Assistants
429.	319094	Medical Transcriptionists
430.	436013	Medical Secretaries and Administrative Assistants
431.	319094	Medical Transcriptionists
432.	271026	Merchandise Displayers and Window Trimmers
433.	271029	Designers, All Other
434.	514072	Molding, Coremaking, and Casting Machine Setters, Operators, and Tenders, Metal and Plastic
435.	435041	Meter Readers, Utilities
436.	514121	Welders, Cutters, Solderers, and Brazers
437.	499044	Millwrights
438.	519023	Mixing and Blending Machine Setters, Operators, and Tenders
439.	419011	Demonstrators and Product Promoters
440.	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners
441.	434131	Loan Interviewers and Clerks
442.	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners
443.	537062	Laborers and Freight, Stock, and Material Movers, Hand
444.	537062	Laborers and Freight, Stock, and Material Movers, Hand
445.	339032	Security Guards
446.	433031	Bookkeeping, Accounting, and Auditing Clerks
447.	111021	General and Operations Managers
448.	431011	First-Line Supervisors of Office and Administrative Support Workers
449.	435011	Cargo and Freight Agents
450.	111021	General and Operations Managers
451.	111021	General and Operations Managers
452.	519090	#N/A
453.	434151	Order Clerks
454.	537065	Stockers and Order Fillers
455.	514199	Metal Workers and Plastic Workers, All Other
456.	537064	Packers and Packagers, Hand
457.	473014	Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons
458.	472141	Painters, Construction and Maintenance
459.	519199	Production Workers, All Other
460.	519199	Production Workers, All Other
461.	537011	Conveyor Operators and Tenders
462.	472111	Electricians
463.	517041	Sawing Machine Setters, Operators, and Tenders, Wood
464.	259042	Teaching Assistants, Preschool, Elementary, Middle, and Secondary School, Except Special Education

465.	259042	Teaching Assistants, Preschool, Elementary, Middle, and Secondary School, Except Special Education
466.	536021	Parking Attendants
467.	351011	Chefs and Head Cooks
468.	292099	Health Technologists and Technicians, All Other
469.	311132	Orderlies
470.	433051	Payroll and Timekeeping Clerks
471.	433051	Payroll and Timekeeping Clerks
472.	319095	Pharmacy Aides
473.	432021	Telephone Operators
474.	537064	Packers and Packagers, Hand
475.	472072	Pile Driver Operators
476.	472152	Plumbers, Pipefitters, and Steamfitters
477.	472151	Pipelayers
478.	472152	Plumbers, Pipefitters, and Steamfitters
479.	435061	Production, Planning, and Expediting Clerks
480.	499071	Maintenance and Repair Workers, General
481.	511011	First-Line Supervisors of Production and Operating Workers
482.	499041	Industrial Machinery Mechanics
483.	514122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders
484.	519012	Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders
485.	514072	Molding, Coremaking, and Casting Machine Setters, Operators, and Tenders, Metal and Plastic
486.	519162	Computer Numerically Controlled Tool Programmers
487.	472152	Plumbers, Pipefitters, and Steamfitters
488.	472152	Plumbers, Pipefitters, and Steamfitters
489.	472152	Plumbers, Pipefitters, and Steamfitters
490.	499043	Maintenance Workers, Machinery
491.	499099	Installation, Maintenance, and Repair Workers, All Other
492.	519123	Painting, Coating, and Decorating Workers
493.	519123	Painting, Coating, and Decorating Workers
494.	519022	Grinding and Polishing Workers, Hand
495.	514031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic
496.	514031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic
497.	514031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic
498.	515112	Printing Press Operators
499.	515113	Print Binding and Finishing Workers
500.	515111	Prepress Technicians and Workers
501.	518099	Plant and System Operators, All Other
502.	518099	Plant and System Operators, All Other
503.	518099	Plant and System Operators, All Other
504.	518099	Plant and System Operators, All Other
505.	433061	Procurement Clerks
506.	514081	Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic

507.	519198	Helpers--Production Workers
508.	511011	First-Line Supervisors of Production and Operating Workers
509.	435061	Production, Planning, and Expediting Clerks
510.	131011	Agents and Business Managers of Artists, Performers, and Athletes
511.	439081	Proofreaders and Copy Markers
512.	499071	Maintenance and Repair Workers, General
513.	499071	Maintenance and Repair Workers, General
514.	499071	Maintenance and Repair Workers, General
515.	119141	Property, Real Estate, and Community Association Managers
516.	514031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic
517.	514031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic
518.	433061	Procurement Clerks
519.	433061	Procurement Clerks
520.	519061	Inspectors, Testers, Sorters, Samplers, and Weighers
521.	194099	Life, Physical, and Social Science Technicians, All Other
522.	173026	Industrial Engineering Technologists and Technicians
523.	537051	Industrial Truck and Tractor Operators
524.	119141	Property, Real Estate, and Community Association Managers
525.	439061	Office Clerks, General
526.	435071	Shipping, Receiving, and Inventory Clerks
527.	434171	Receptionists and Information Clerks
528.	434171	Receptionists and Information Clerks
529.	131071	Human Resources Specialists
530.	434121	Library Assistants, Clerical
531.	514041	Machinists
532.	499043	Maintenance Workers, Machinery
533.	194012	Agricultural Technicians
534.	434181	Reservation and Transportation Ticket Agents and Travel Clerks
535.	472141	Painters, Construction and Maintenance
536.	359031	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop
537.	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners
538.	412031	Retail Salespersons
539.	412031	Retail Salespersons
540.	412031	Retail Salespersons
541.	435071	Shipping, Receiving, and Inventory Clerks
542.	439021	Data Entry Keyers
543.	172072	Electronics Engineers, Except Computer
544.	499096	Riggers
545.	474051	Highway Maintenance Workers
546.	514121	Welders, Cutters, Solderers, and Brazers
547.	173024	Electro-Mechanical and Mechatronics Technologists and Technicians
548.	516064	Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, and Tenders
549.	475071	Roustabouts, Oil and Gas



550.	414012	Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products
551.	172111	Health and Safety Engineers, Except Mining Safety Engineers and Inspectors
552.	419099	Sales and Related Workers, All Other
553.	419099	Sales and Related Workers, All Other
554.	412021	Counter and Rental Clerks
555.	419099	Sales and Related Workers, All Other
556.	419099	Sales and Related Workers, All Other
557.	112022	Sales Managers
558.	419099	Sales and Related Workers, All Other
559.	419099	Sales and Related Workers, All Other
560.	519195	Molders, Shapers, and Casters, Except Metal and Plastic
561.	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners
562.	514199	Metal Workers and Plastic Workers, All Other
563.	435111	Weighers, Measurers, Checkers, and Samplers, Recordkeeping
564.	537065	Stockers and Order Fillers
565.	435061	Production, Planning, and Expediting Clerks
566.	434171	Receptionists and Information Clerks
567.	519012	Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders
568.	519012	Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders
569.	516051	Sewers, Hand
570.	419099	Sales and Related Workers, All Other
571.	339032	Security Guards
572.	359099	Food Preparation and Serving Related Workers, All Other
573.	493023	Automotive Service Technicians and Mechanics
574.	434051	Customer Service Representatives
575.	514041	Machinists
576.	514032	Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal and Plastic
577.	516031	Sewing Machine Operators
578.	516099	Textile, Apparel, and Furnishings Workers, All Other
579.	516031	Sewing Machine Operators
580.	516031	Sewing Machine Operators
581.	514031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic
582.	514031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic
583.	514192	Layout Workers, Metal and Plastic
584.	472221	Structural Iron and Steel Workers
585.	472211	Sheet Metal Workers
586.	472211	Sheet Metal Workers
587.	514192	Layout Workers, Metal and Plastic
588.	435071	Shipping, Receiving, and Inventory Clerks
589.	435071	Shipping, Receiving, and Inventory Clerks
590.	499071	Maintenance and Repair Workers, General
591.	499098	Helpers--Installation, Maintenance, and Repair Workers

592.	411011	First-Line Supervisors of Retail Sales Workers
593.	491011	First-Line Supervisors of Mechanics, Installers, and Repairers
594.	352015	Cooks, Short Order
595.	419011	Demonstrators and Product Promoters
596.	519199	Production Workers, All Other
597.	537051	Industrial Truck and Tractor Operators
598.	537051	Industrial Truck and Tractor Operators
599.	472061	Construction Laborers
600.	472061	Construction Laborers
601.	113051	Industrial Production Managers
602.	514122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders
603.	472061	Construction Laborers
604.	474051	Highway Maintenance Workers
605.	131161	Market Research Analysts and Marketing Specialists
606.	472231	Solar Photovoltaic Installers
607.	472152	Plumbers, Pipefitters, and Steamfitters
608.	514121	Welders, Cutters, Solderers, and Brazers
609.	514121	Welders, Cutters, Solderers, and Brazers
610.	435053	Postal Service Mail Sorters, Processors, and Processing Machine Operators
611.	351011	Chefs and Head Cooks
612.	514121	Welders, Cutters, Solderers, and Brazers
613.	537062	Laborers and Freight, Stock, and Material Movers, Hand
614.	537051	Industrial Truck and Tractor Operators
615.	537021	Crane and Tower Operators
616.	439111	Statistical Assistants
617.	514121	Welders, Cutters, Solderers, and Brazers
618.	537065	Stockers and Order Fillers
619.	412031	Retail Salespersons
620.	472221	Structural Iron and Steel Workers
621.	472031	Carpenters
622.	471011	First-Line Supervisors of Construction Trades and Extraction Workers
623.	472141	Painters, Construction and Maintenance
624.	435011	Cargo and Freight Agents
625.	514122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders
626.	514122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders
627.	514122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders
628.	193022	Survey Researchers
629.	173031	Surveying and Mapping Technicians
630.	537051	Industrial Truck and Tractor Operators
631.	514031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic
632.	517041	Sawing Machine Setters, Operators, and Tenders, Wood
633.	131071	Human Resources Specialists
634.	359031	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop

635.	194013	Food Science Technicians
636.	259042	Teaching Assistants, Preschool, Elementary, Middle, and Secondary School, Except Special Education
637.	499071	Maintenance and Repair Workers, General
638.	499071	Maintenance and Repair Workers, General
639.	419041	Telemarketers
640.	537071	Gas Compressor and Gas Pumping Station Operators
641.	259099	Educational Instruction and Library Workers, All Other
642.	173023	Electrical and Electronic Engineering Technologists and Technicians
643.	519124	Coating, Painting, and Spraying Machine Setters, Operators, and Tenders
644.	393031	Ushers, Lobby Attendants, and Ticket Takers
645.	514121	Welders, Cutters, Solderers, and Brazers
646.	472044	Tile and Stone Setters
647.	433051	Payroll and Timekeeping Clerks
648.	493093	Tire Repairers and Changers
649.	493093	Tire Repairers and Changers
650.	514111	Tool and Die Makers
651.	514121	Welders, Cutters, Solderers, and Brazers
652.	393099	Entertainment Attendants and Related Workers, All Other
653.	536041	Traffic Technicians
654.	439022	Word Processors and Typists
655.	435071	Shipping, Receiving, and Inventory Clerks
656.	113071	Transportation, Storage, and Distribution Managers
657.	113071	Transportation, Storage, and Distribution Managers
658.	472031	Carpenters
659.	517042	Woodworking Machine Setters, Operators, and Tenders, Except Sawing
660.	517042	Woodworking Machine Setters, Operators, and Tenders, Except Sawing
661.	474099	Construction and Related Workers, All Other
662.	474099	Construction and Related Workers, All Other
663.	514023	Rolling Machine Setters, Operators, and Tenders, Metal and Plastic
664.	514023	Rolling Machine Setters, Operators, and Tenders, Metal and Plastic
665.	514034	Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic
666.	439041	Insurance Claims and Policy Processing Clerks
667.	537062	Laborers and Freight, Stock, and Material Movers, Hand
668.	516093	Upholsterers
669.	518099	Plant and System Operators, All Other
670.	499041	Industrial Machinery Mechanics
671.	514081	Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic
672.	536021	Parking Attendants
673.	499012	Control and Valve Installers and Repairers, Except Mechanical Door
674.	499091	Coin, Vending, and Amusement Machine Servicers and Repairers
675.	292056	Veterinary Technologists and Technicians
676.	436014	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive

677.	353031	Waiters and Waitresses
678.	537065	Stockers and Order Fillers
679.	434151	Order Clerks
680.	537065	Stockers and Order Fillers
681.	537051	Industrial Truck and Tractor Operators
682.	499071	Maintenance and Repair Workers, General
683.	113071	Transportation, Storage, and Distribution Managers
684.	434051	Customer Service Representatives
685.	537081	Refuse and Recyclable Material Collectors
686.	518031	Water and Wastewater Treatment Plant and System Operators
687.	472073	Operating Engineers and Other Construction Equipment Operators
688.	472073	Operating Engineers and Other Construction Equipment Operators
689.	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners
690.	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners
691.	474099	Construction and Related Workers, All Other
692.	435111	Weighers, Measurers, Checkers, and Samplers, Recordkeeping
693.	435111	Weighers, Measurers, Checkers, and Samplers, Recordkeeping
694.	514122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders
695.	514122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders
696.	519061	Inspectors, Testers, Sorters, Samplers, and Weighers
697.	514121	Welders, Cutters, Solderers, and Brazers
698.	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners
699.	493022	Automotive Glass Installers and Repairers
700.	493022	Automotive Glass Installers and Repairers
701.	512021	Coil Winders, Tapers, and Finishers
702.	534013	Rail Yard Engineers, Dinkey Operators, and Hostlers
703.	534013	Rail Yard Engineers, Dinkey Operators, and Hostlers
704.	534013	Rail Yard Engineers, Dinkey Operators, and Hostlers

**Exhibit B**  
**Professional Occupations Schedule**

	<b>SOC Code</b>	<b>SOC Code Occupational Title</b>
1.	11-2011.00	Advertising and Promotions Managers
2.	41-4012.00	Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products
3.	13-2011.00	Accountants and Auditors
4.	13-2011.00	Accountants and Auditors
5.	13-2011.01	Accountants and Auditors
6.	43-1011.00	First-Line Supervisors of Office and Administrative Support Workers
7.	43-1011.00	First-Line Supervisors of Office and Administrative Support Workers
8.	13-2011.00	Accountants and Auditors
9.	13-2011.01	Accountants and Auditors
10.	13-1082.00	Project Management Specialists
11.	41-3011.00	Advertising Sales Agents
12.	17-2011.00	Aerospace Engineers
13.	13-1199.00	Business Operations Specialists, All Other
14.	11-9199.00	Managers, All Other
15.	11-3051.00	Industrial Production Managers
16.	51-1011.00	First-Line Supervisors of Production and Operating Workers
17.	51-1011.00	First-Line Supervisors of Production and Operating Workers
18.	13-2011.00	Accountants and Auditors
19.	17-2199.05	Engineers, All Other
20.	15-1243.00	Database Architects
21.	13-2071.00	Credit Counselors
22.	11-3111.00	Compensation and Benefits Managers
23.	41-9099.00	Sales and Related Workers, All Other
24.	19-1029.04	Biological Scientists, All Other
25.	15-2099.00	Mathematical Science Occupations, All Other
26.	17-2051.00	Civil Engineers
27.	13-2051.00	Financial and Investment Analysts
28.	13-1199.04	Business Operations Specialists, All Other
29.	15-2051.01	Data Scientists
30.	15-1211.00	Computer Systems Analysts
31.	15-1211.00	Computer Systems Analysts
32.	13-1022.00	Wholesale and Retail Buyers, Except Farm Products
33.	17-3011.00	Architectural and Civil Drafters
34.	43-1011.00	First-Line Supervisors of Office and Administrative Support Workers
35.	31-1122.00	Personal Care Aides
36.	11-1011.00	Chief Executives
37.	13-2011.00	Accountants and Auditors
38.	13-2011.00	Accountants and Auditors

39.	31-1131.00	Nursing Assistants
40.	15-1242.00	Database Administrators
41.	31-1131.00	Nursing Assistants
42.	11-1011.00	Chief Executives
43.	17-2041.00	Chemical Engineers
44.	19-2031.00	Chemists
45.	15-1199.00	Computer Occupations, All Other
46.	17-2051.00	Civil Engineers
47.	43-4131.00	Loan Interviewers and Clerks
48.	15-1211.00	Computer Systems Analysts
49.	13-1082.00	Project Management Specialists
50.	13-2072.00	Loan Officers
51.	17-2112.03	Industrial Engineers
52.	13-1023.00	Purchasing Agents, Except Wholesale, Retail, and Farm Products
53.	17-2199.00	Engineers, All Other
54.	11-3031.01	Financial Managers
55.	17-2071.00	Electrical Engineers
56.	27-3043.04	Writers and Authors
57.	13-2011.00	Accountants and Auditors
58.	21-1019.00	Counselors, All Other
59.	27-3092.00	Court Reporters and Simultaneous Captioners
60.	13-2011.00	Accountants and Auditors
61.	27-1011.00	Art Directors
62.	15-2051.01	Data Scientists
63.	15-2051.00	Data Scientists
64.	15-1242.00	Database Administrators
65.	31-9091.00	Dental Assistants
66.	17-3019.00	Drafters, All Other
67.	17-2199.00	Engineers, All Other
68.	15-1232.00	Computer User Support Specialists
69.	15-1232.00	Computer User Support Specialists
70.	29-2051.00	Dietetic Technicians
71.	29-2051.00	Dietetic Technicians
72.	15-1255.00	Web and Digital Interface Designers
73.	11-2071.00	Electrical Engineers
74.	17-2141.00	Mechanical Engineers
75.	43-4061.00	Eligibility Interviewers, Government Programs
76.	13-1071.00	Human Resources Specialists
77.	17-2199.00	Engineers, All Other
78.	17-2199.00	Engineers, All Other
79.	17-2199.00	Engineers, All Other
80.	17-3021.00	Aerospace Engineering and Operations Technologists and Technicians
81.	17-2171.00	Petroleum Engineers

82.	17-2199.00	Engineers, All Other
83.	17-2199.00	Engineers, All Other
84.	11-9041.00	Architectural and Engineering Managers
85.	17-3029.00	Engineering Technologists and Technicians, Except Drafters, All Other
86.	17-2081.00	Environmental Engineers
87.	23-2093.00	Title Examiners, Abstractors, and Searchers
88.	13-1121.00	Meeting, Convention, and Event Planners
89.	17-2112.00	Industrial Engineers
90.	17-3031.00	Surveying and Mapping Technicians
91.	43-9199.00	Office and Administrative Support Workers, All Other
92.	13-2011.01	Accountants and Auditors
93.	11-3031.00	Financial Managers
94.	13-2011.00	Accountants and Auditors
95.	15-1254.00	Web Developers
96.	15-1254.00	Web Developers
97.	11-1021.00	General and Operations Managers
98.	19-2042.00	Geoscientists, Except Hydrologists and Geographers
99.	27-1024.00	Graphic Designers
100.	15-1232.00	Computer User Support Specialists
101.	29-9099.00	Healthcare Practitioners and Technical Workers, All Other
102.	15-1232.00	Computer User Support Specialists
103.	13-1071.00	Human Resources Specialists
104.	13-1071.00	Human Resources Specialists
105.	43-4161.00	Human Resources Assistants, Except Payroll and Timekeeping
106.	11-3121.00	Human Resources Managers
107.	11-3121.00	Human Resources Managers
108.	17-2112.00	Industrial Engineers
109.	11-3051.00	Industrial Production Managers
110.	15-1212.00	Information Security Analysts
111.	15-1212.00	Information Security Analysts
112.	13-2011.01	Accountants and Auditors
113.	13-2011.01	Accountants and Auditors
114.	13-2011.01	Accountants and Auditors
115.	15-1242.00	Database Administrators
116.	15-1211.00	Computer Systems Analysts
117.	15-1252.00	Software Developers
118.	15-1299.09	Computer Occupations, All Other
119.	15-1199.09	Computer Occupations, All Other
120.	29-2012.00	Medical and Clinical Laboratory Technicians
121.	23-1011.00	Lawyers
122.	11-9141.00	Property, Real Estate, and Community Association Managers
123.	29-2061.00	Licensed Practical and Licensed Vocational Nurses
124.	29-2061.00	Licensed Practical and Licensed Vocational Nurses

125.	13-2072.00	Loan Officers
126.	43-4131.00	Loan Interviewers and Clerks
127.	13-2072.00	Loan Officers
128.	13-1081.02	Logisticians
129.	43-5061.00	Production, Planning, and Expediting Clerks
130.	13-1081.02	Logisticians
131.	13-1111.00	Management Analysts
132.	17-2112.03	Industrial Engineers
133.	11-2021.00	Marketing Managers
134.	17-2141.00	Mechanical Engineers
135.	31-9099.00	Healthcare Support Workers, All Other
136.	31-9092.00	Medical Assistants
137.	29-2072.00	Medical Records Specialists
138.	11-9111.00	Medical and Health Services Managers
139.	29-2072.00	Medical Records Specialists
140.	31-1132.00	Orderlies
141.	13-2072.00	Loan Officers
142.	15-1244.00	Network and Computer Systems Administrators
143.	15-1244.00	Network and Computer Systems Administrators
144.	15-1231.00	Computer Network Support Specialists
145.	11-1021.00	General and Operations Managers
146.	29-2057.00	Ophthalmic Medical Technicians
147.	31-9092.00	Medical Assistants
148.	23-2011.00	Paralegals and Legal Assistants
149.	31-1131.00	Nursing Assistants
150.	43-3051.00	Payroll and Timekeeping Clerks
151.	29-2052.00	Pharmacy Technicians
152.	29-2052.00	Pharmacy Technicians
153.	31-9097.00	Phlebotomists
154.	27-4021.00	Photographers
155.	51-8093.00	Petroleum Pump System Operators, Refinery Operators, and Gaugers
156.	17-2112.00	Industrial Engineers
157.	51-1011.00	First-Line Supervisors of Production and Operating Workers
158.	17-2071.00	Electrical Engineers
159.	17-2112.03	Industrial Engineers
160.	11-3061.00	Purchasing Managers
161.	27-1021.00	Commercial and Industrial Designers
162.	41-9031.00	Sales Engineers
163.	17-2112.00	Industrial Engineers
164.	51-1011.00	First-Line Supervisors of Production and Operating Workers
165.	17-2199.00	Engineers, All Other
166.	13-2011.01	Accountants and Auditors
167.	13-1082.00	Project Management Specialists






168.	27-1021.00	Commercial and Industrial Designers
169.	15-1299.09	Computer Occupations, All Other
170.	13-2011.01	Accountants and Auditors
171.	11-9141.00	Property, Real Estate, and Community Association Managers
172.	11-3061.00	Purchasing Managers
173.	13-1023.00	Purchasing Agents, Except Wholesale, Retail, and Farm Products
174.	11-3051.00	Industrial Production Managers
175.	17-2112.00	Industrial Engineers
176.	15-1221.00	Computer and Information Research Scientists
177.	29-2034.00	Radiologic Technologists and Technicians
178.	11-9141.00	Property, Real Estate, and Community Association Managers
179.	13-1071.00	Human Resources Specialists
180.	29-1141.00	Registered Nurses
181.	13-2099.02	Financial Specialists, All Other
182.	17-2111.00	Health and Safety Engineers, Except Mining Safety Engineers and Inspectors
183.	41-9099.00	Sales and Related Workers, All Other
184.	41-9099.00	Sales and Related Workers, All Other
185.	41-9099.00	Sales and Related Workers, All Other
186.	13-2051.00	Financial and Investment Analysts
187.	41-9099.00	Sales and Related Workers, All Other
188.	11-2022.00	Sales Managers
189.	41-9099.00	Sales and Related Workers, All Other
190.	43-5061.00	Production, Planning, and Expediting Clerks
191.	19-1029.04	Biological Scientists, All Other
192.	29-2055.00	Surgical Technologists
193.	15-1212.00	Information Security Analysts
194.	13-2011.00	Accountants and Auditors
195.	13-2072.00	Loan Officers
196.	27-3042.00	Technical Writers
197.	13-1161.00	Market Research Analysts and Marketing Specialists
198.	21-1021.00	Child, Family, and School Social Workers
199.	15-1299.08	Computer Occupations, All Other
200.	15-1299.08	Computer Occupations, All Other
201.	15-1252.00	Software Developers
202.	13-2011.00	Accountants and Auditors
203.	31-9093.00	Medical Equipment Preparers
204.	25-3031.00	Substitute Teachers, Short-Term
205.	11-9032.00	Education Administrators, Kindergarten through Secondary
206.	13-1081.02	Logisticians
207.	11-3071.04	Transportation, Storage, and Distribution Managers
208.	15-1241.00	Computer Network Architects
209.	15-1211.00	Computer Systems Analysts
210.	27-2012.04	Producers and Directors


211.	13-2011.01	Accountants and Auditors
212.	23-2093.00	Title Examiners, Abstractors, and Searchers
213.	13-2082.00	Tax Preparers
214.	25-1081.00	Education Teachers, Postsecondary
215.	15-1232.00	Computer User Support Specialists
216.	15-1232.00	Computer User Support Specialists
217.	27-3042.00	Technical Writers
218.	27-3042.00	Technical Writers
219.	49-9071.00	Maintenance and Repair Workers, General
220.	25-9044.00	Teaching Assistants, Postsecondary
221.	29-1129.00	Therapists, All Other
222.	17-2141.00	Mechanical Engineers
223.	13-1151.00	Training and Development Specialists
224.	27-3091.00	Interpreters and Translators
225.	41-3041.00	Travel Agents
226.	11-3031.01	Financial Managers
227.	27-4011.00	Audio and Video Technicians
228.	11-9041.00	Architectural and Engineering Managers
229.	11-3121.00	Human Resources Managers
230.	11-3071.00	Transportation, Storage, and Distribution Managers
231.	15-1255.00	Web and Digital Interface Designers
232.	15-1254.00	Web Developers

**Exhibit C**  
**Specialty Healthcare Occupations Schedule**

	<b>SOC Code</b>	<b>SOC Code Occupational Title</b>
1.	31-1122.00	Personal Care Aides
2.	31-1131.00	Nursing Assistants
3.	31-1131.00	Nursing Assistants
4.	31-9091.00	Dental Assistants
5.	29-2051.00	Dietetic Technicians
6.	29-9099.00	Healthcare Practitioners and Technical Workers, All Other
7.	29-2061.00	Licensed Practical and Licensed Vocational Nurses
8.	29-2061.00	Licensed Practical and Licensed Vocational Nurses
9.	31-9092.00	Medical Assistants
10.	31-1132.00	Orderlies
11.	29-2057.00	Ophthalmic Medical Technicians
12.	31-9092.00	Medical Assistants
13.	31-1131.00	Nursing Assistants
14.	29-2052.00	Pharmacy Technicians
15.	31-9097.00	Phlebotomists
16.	29-2034.00	Radiologic Technologists and Technicians
17.	29-1141.00	Registered Nurses
18.	29-2055.00	Surgical Technologists
19.	31-9093.00	Medical Equipment Preparers

**Exhibit D  
Proprietary Marks**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
EXPRESS	1647022	06-04-91
EXPRESS with stylized "X"	3886624	12-7-10
EXPRESS EMPLOYMENT PROFESSIONALS with stylized "X"	3890464	12-14-10
EXPRESS EMPLOYMENT PROFESSIONALS (Block Letters)	3521806	10-21-08
STYLIZED "X"	3517960	10-14-08
RESPECTING PEOPLE. IMPACTING BUSINESS. (Tag Line)	3513595	10-07-08
 SPECIALIZED RECRUITING GROUP (AND DESIGN) - b&w	6853169	09-20-22
 SPECIALIZED RECRUITING GROUP (AND DESIGN) - b&w	6809739	08-02-22
 Specialized Recruiting Group An Express Employment Professionals Company (And Design)	6809614	08-02-22
Specialized Recruiting Group An Express Employment Professionals Company	6809613	08-02-22

Trademark	Registration Number	Registration Date
 <p data-bbox="235 342 516 407">SPECIALIZED RECRUITING GROUP AN EXPRESS EMPLOYMENT PROFESSIONALS COMPANY (AND DESIGN) - color</p>	6809619	08-02-22

**All of the above Proprietary Marks are owned by Alamo Franchise Services, LLC.**

**Exhibit E**

**Location and Territory**

The Location of Your Express Office is:

The Territory of Your Express Franchise is:

Notwithstanding anything to the contrary, the above territory description is subject to potential changes and adjustments as provided in the Franchise Agreement.

Initials	
_____ Franchisee	_____ Express Services, Inc. Russell C. Lissuzzo, II, Secretary

## Map Exhibit

\_\_\_\_\_ Territory  
**Demographics**



**Exhibit F**  
**SAMPLE BONUS QUALIFICATION SCHEDULE**

To calculate Your bonus on the table below:

1. Select Your AAGM% or \$/hr. (whichever column is further to the right) at the top of the table.
2. Select Your AGM\$ row from the left side of the table.
3. Your bonus % is found where the selected column and row intersect.

<b>\$/Hour</b>	<b>3.98</b>	<b>4.06</b>	<b>4.19</b>	<b>4.29</b>	<b>4.40</b>	<b>4.53</b>	<b>4.64</b>	<b>4.87</b>	<b>5.08</b>	<b>5.31</b>	<b>5.53</b>	<b>5.76</b>	<b>5.97</b>	<b>6.19</b>	<b>6.41</b>	<b>6.65</b>	<b>6.86</b>	<b>7.08</b>	<b>7.30</b>	<b>7.55</b>	<b>7.75</b>	<b>7.96</b>	<b>8.20</b>	<b>8.41</b>	
<b>AAGM%</b>	<b>18.00%</b>	<b>18.50%</b>	<b>19.00%</b>	<b>19.50%</b>	<b>20.00%</b>	<b>20.50%</b>	<b>21.00%</b>	<b>22.00%</b>	<b>23.00%</b>	<b>24.00%</b>	<b>25.00%</b>	<b>26.00%</b>	<b>27.00%</b>	<b>28.00%</b>	<b>29.00%</b>	<b>30.00%</b>	<b>31.00%</b>	<b>32.00%</b>	<b>33.00%</b>	<b>34.00%</b>	<b>35.00%</b>	<b>36.00%</b>	<b>37.00%</b>	<b>38.00%</b>	
<b>AGM\$</b>																									
<b>927,600</b>	0.20%	0.25%	0.30%	0.35%	0.40%	0.45%	0.50%	0.513%	0.525%	0.538%	0.550%	0.563%	0.575%	0.588%	0.600%	0.613%	0.625%	0.638%	0.650%	0.663%	0.675%	0.688%	0.700%	0.713%	
<b>1,391,500</b>	0.40%	0.50%	0.60%	0.70%	0.80%	0.90%	1.00%	1.025%	1.050%	1.075%	1.100%	1.125%	1.150%	1.175%	1.200%	1.225%	1.250%	1.275%	1.300%	1.325%	1.350%	1.375%	1.400%	1.425%	
<b>1,854,600</b>	0.60%	0.75%	0.90%	1.05%	1.20%	1.35%	1.50%	1.538%	1.575%	1.613%	1.650%	1.688%	1.725%	1.763%	1.800%	1.838%	1.875%	1.913%	1.950%	1.988%	2.025%	2.063%	2.100%	2.138%	
<b>2,318,600</b>	0.80%	1.00%	1.20%	1.40%	1.60%	1.80%	2.00%	2.050%	2.100%	2.150%	2.200%	2.250%	2.300%	2.350%	2.400%	2.450%	2.500%	2.550%	2.600%	2.650%	2.700%	2.750%	2.800%	2.850%	
<b>2,782,200</b>	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	2.563%	2.625%	2.688%	2.750%	2.813%	2.875%	2.938%	3.000%	3.063%	3.125%	3.188%	3.250%	3.313%	3.375%	3.438%	3.500%	3.563%	
<b>3,246,400</b>	1.20%	1.50%	1.80%	2.10%	2.40%	2.70%	3.00%	3.075%	3.150%	3.225%	3.300%	3.375%	3.450%	3.525%	3.600%	3.675%	3.750%	3.825%	3.900%	3.975%	4.050%	4.125%	4.200%	4.275%	
<b>3,710,300</b>	1.40%	1.75%	2.10%	2.45%	2.80%	3.15%	3.50%	3.588%	3.675%	3.763%	3.850%	3.938%	4.025%	4.113%	4.200%	4.288%	4.375%	4.463%	4.550%	4.638%	4.725%	4.813%	4.900%	4.988%	
<b>4,174,000</b>	1.60%	2.00%	2.40%	2.80%	3.20%	3.60%	4.00%	4.100%	4.200%	4.300%	4.400%	4.500%	4.600%	4.700%	4.800%	4.900%	5.000%	5.100%	5.200%	5.300%	5.400%	5.500%	5.600%	5.700%	
<b>4,637,600</b>	1.80%	2.25%	2.70%	3.15%	3.60%	4.05%	4.50%	4.613%	4.725%	4.838%	4.950%	5.063%	5.175%	5.288%	5.400%	5.513%	5.625%	5.738%	5.850%	5.963%	6.075%	6.188%	6.300%	6.413%	
<b>5,101,600</b>	2.00%	2.50%	3.00%	3.50%	4.00%	4.50%	5.00%	5.125%	5.250%	5.375%	5.500%	5.625%	5.750%	5.875%	6.000%	6.125%	6.250%	6.375%	6.500%	6.625%	6.750%	6.875%	7.000%	7.125%	
<b>5,565,100</b>	2.20%	2.75%	3.30%	3.85%	4.40%	4.95%	5.50%	5.638%	5.775%	5.913%	6.050%	6.188%	6.325%	6.463%	6.600%	6.738%	6.875%	7.013%	7.150%	7.288%	7.425%	7.563%	7.700%	7.838%	
<b>6,492,900</b>	2.40%	3.00%	3.60%	4.20%	4.80%	5.40%	6.00%	6.150%	6.300%	6.450%	6.600%	6.750%	6.900%	7.050%	7.200%	7.350%	7.500%	7.650%	7.800%	7.950%	8.100%	8.250%	8.400%	8.550%	
<b>7,420,200</b>	2.60%	3.25%	3.90%	4.55%	5.20%	5.85%	6.50%	6.663%	6.825%	6.988%	7.150%	7.313%	7.475%	7.638%	7.800%	7.963%	8.125%	8.288%	8.450%	8.613%	8.775%	8.938%	9.100%	9.263%	
<b>8,348,100</b>	2.80%	3.50%	4.20%	4.90%	5.60%	6.30%	7.00%	7.175%	7.350%	7.525%	7.700%	7.875%	8.050%	8.225%	8.400%	8.575%	8.750%	8.925%	9.100%	9.275%	9.450%	9.625%	9.800%	9.975%	
<b>9,275,600</b>	3.00%	3.75%	4.50%	5.25%	6.00%	6.75%	7.50%	7.688%	7.875%	8.063%	8.250%	8.438%	8.625%	8.813%	9.000%	9.188%	9.375%	9.563%	9.750%	9.938%	10.000%	10.000%	10.000%	10.000%	
<b>10,202,800</b>	3.20%	4.00%	4.80%	5.60%	6.40%	7.20%	8.00%	8.200%	8.400%	8.600%	8.800%	9.000%	9.200%	9.400%	9.600%	9.800%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	
<b>11,130,500</b>	3.40%	4.25%	5.10%	5.95%	6.80%	7.65%	8.50%	8.713%	8.925%	9.138%	9.350%	9.563%	9.775%	9.988%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	
<b>12,058,000</b>	3.60%	4.50%	5.40%	6.30%	7.20%	8.10%	9.00%	9.225%	9.450%	9.675%	9.900%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	
<b>12,985,400</b>	3.80%	4.75%	5.70%	6.65%	7.60%	8.55%	9.50%	9.738%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	
<b>13,912,900</b>	4.00%	5.00%	6.00%	7.00%	8.00%	9.00%	10.00%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	

The resulting Bonus Qualification will be paid to You within 30 days after the close of Our fiscal year end. The AGM \$ and \$/Hour amounts in the above chart will be adjusted annually in accordance with the increase in the Consumer Price Index.

**Exhibit G**  
**Branch Office Addendum**

***[To Be Signed By You Prior To Your Opening Of Any Branch Office]***

This Branch Office Addendum (“Addendum”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by and between Express Services, Inc., a Colorado corporation (“we,” “us” or “our”), and \_\_\_\_\_ (“you” and “your”).

We and you have entered into a Franchise Agreement dated \_\_\_\_\_, 20 \_\_\_\_, (as amended or amended and restated, the “Agreement”) for your operation of an Express Employment Professionals® Franchise (the “Express Franchise”) in the territory defined in the Agreement (the “Territory”). All terms used herein and not otherwise defined shall have the same meaning as set forth in the Agreement.

In connection with, and in addition to, operating the Express Franchise, you wish to obtain rights to operate one additional office (the “Branch Office”) from a location within the boundary line of your Territory.

You understand and acknowledge the importance of our high and uniform standards of quality and service and the necessity of operating the Branch Office in conformity with our standards and specifications.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other valuable consideration received, the parties hereby agree as follows:

1. Grant.

1.1 We hereby grant to you, on the terms and conditions contained in this Addendum, as well as the terms and conditions contained in the Agreement, the right, and you undertake the obligation, to operate one Branch Office as an extension of the Express Franchise, and to operate the Branch Office according to our rules and procedures, as well as the Proprietary Marks we designate.

1.2 The Branch Office shall be located within the boundary line of your Territory at the following location: \_\_\_\_\_.  
You may relocate the Branch Office within the boundary line of your Territory only with our prior written approval. You must provide us with at least 10 days written notice prior to closing, or discontinuing operations at, the Branch Office.

2. Term. Unless sooner terminated or cancelled, this Addendum shall expire upon the expiration, termination, or cancellation of the Agreement. If you renew the Agreement, you shall have the right to extend the right to operate the Branch Office by complying with the provisions and conditions of the Agreement regarding renewals as if those provisions and conditions were part of this Addendum; provided, however, that you shall execute our then-current

form of Branch Office Addendum, which addendum may have terms different from the terms of this Addendum. No Branch Office Fee will be charged upon renewal.

3. Fees. We acknowledge that you have paid a Branch Office Fee of \$3,000. The Branch Office Fee is fully earned by us upon our execution and delivery of this Addendum and is not refundable under any circumstances.

4. Training. You shall not be required to attend additional training for operation of the Branch Office, but you accept the responsibility to train your employees for the operation of the Branch Office.

5. Operations. You agree to commence operations at the Branch Office within 90 days after the execution of this Addendum. Time is of the essence. You agree to operate the Branch Office continuously throughout the term of this Addendum.

6. Manual. You agree to operate the Branch Office in strict compliance with the systems, procedures, methods, policies and requirements prescribed in The Manual for the Branch Office.

7. Computers. You must open your Branch Office with an EDN (Express Data Network) connection, as described in the Agreement. All hardware and software must meet the same requirements and configurations outlined in The Manual and the Agreement. For each connection, you must purchase through us a server that meets the specifications that we determine are needed for your Branch Office.

8. Cross Default. Any default under the Agreement shall constitute a default under this Addendum, and any default under this Addendum shall constitute a default under the Agreement. In the event you default with respect to the operation of the Branch Office, we may, in our sole discretion, either: (a) terminate or cancel only this Addendum and your rights hereunder; or (b) terminate or cancel both this Addendum and the Agreement, and your rights thereunder.

9. Affirmation of Agreement. Except as expressly provided for herein, all of the terms and conditions of the Agreement shall remain in full force and effect and shall be wholly applicable to your operation of the Branch Office. You agree to comply with any of our written directives having specific applicability to the operation of the Branch Office.

10. Counterparts; Electronic Transmission. The parties may execute this Addendum in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. A signed copy of this Addendum delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

IN WITNESS WHEREOF, the parties have duly executed this Addendum on the date first above written.

**FRANCHISOR:**

**FRANCHISEE:**

**Express Services, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Russell C. Lissuzzo, II

Name: \_\_\_\_\_

Title: Secretary

Title: \_\_\_\_\_

**Exhibit H**  
**Recruiting Station Addendum**

**[To Be Signed By You Prior To Your Opening Of Any Temporary Recruiting Station]**

This Recruiting Station Addendum (“Addendum”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Express Services, Inc., a Colorado corporation (“we,” “us” or “our”), and \_\_\_\_\_ (“you” and “your”).

We and you have entered into a Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_, (as amended or amended and restated, “Agreement”) for you operation of an Express Employment Professionals® Franchise (“Express Franchise”) within the boundary line of your territory as defined in your Agreement (“Territory”). All terms used herein and not otherwise defined shall have the same meaning as set forth in your Agreement.

In connection with, and in addition to, operating your Express Franchise, you wish to obtain rights to operate one recruiting station (“Recruiting Station”) from a location within the boundary line of your Territory.

You understand and acknowledge the importance of our high and uniform standards of quality and service and the necessity of operating your Recruiting Station in conformity with our standards and specifications.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other valuable consideration received, the parties hereby agree as follows:

1. Grant.

1.1. We hereby grant to you, on the terms and conditions contained in this Addendum, as well as the terms and conditions contained in your Agreement, the right, and you undertake the obligation, to operate one Recruiting Station as an extension of your Express Franchise, and to operate your Recruiting Station according to our rules and procedures, as well as the Proprietary Marks we designate.

1.2. Your Recruiting Station shall be located within the boundary line of your Territory at the following location: \_\_\_\_\_

You may relocate your Recruiting Station within the boundary line of your Territory only with our prior written approval. You must provide us with at least 10 days written notice prior to closing, or discontinuing operations at, your Recruiting Station.

2. Term. Unless sooner terminated, this Addendum shall expire upon the expiration, termination, or cancellation of your Agreement. If you renew your Agreement, you shall have the right to extend the right to operate your Recruiting Station by complying with the provisions and conditions of your Agreement regarding renewals as if those provisions and conditions were part

of this Addendum; provided, however, that you shall execute Our then-current form of Recruiting Station Addendum, which addendum may have terms different from the terms of this Addendum. No additional Recruiting Station Fee will be charged upon renewal.

3. Fees. We acknowledge that you have paid a Recruiting Station Fee of \$300. Your Recruiting Station Fee is fully earned by us upon our execution and delivery of this Addendum and is not refundable under any circumstances.

4. Training. You shall not be required to attend additional training for operation of your Recruiting Station, but you accept the responsibility to train your employees for your operation of your Recruiting Station.

5. Operations. You agree to commence operations at your Recruiting Station within 90 days after the execution of this Addendum. Time is of the essence. You agree to operate your Recruiting Station continuously throughout the term of this Addendum.

6. Manual. You agree to operate your Recruiting Station in strict compliance with the systems, procedures, methods, policies and requirements prescribed in The Manual for your Recruiting Station.

7. Computers. We will not provide or have the obligation to provide Technical computer support or backup for your Recruiting Station.

8. Signage. As your Recruiting Station will not operate as an Express Franchise, you shall not use any signage containing the Proprietary Marks at your Recruiting Station without our specific prior written approval.

9. Cross Default. Any default under your Agreement shall constitute a default under this Addendum, and any default under this Addendum shall constitute a default under your Agreement. In the event of a default by you with respect to the operation of your Recruiting Station, we may, in our sole discretion, either: (a) terminate or cancel only this Addendum and your rights hereunder; or (b) terminate or cancel both this Addendum and your Agreement, and your rights thereunder.

10. Affirmation of Agreement. Except as expressly provided for herein, all of the terms and conditions of your Agreement shall remain in full force and effect and shall be wholly applicable to your operation of your Recruiting Station. You agree to comply with any of our written directives having specific applicability to the operation of your Recruiting Station.

11. Counterparts; Electronic Transmission. The parties may execute this Addendum in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. A signed copy of this Addendum delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

IN WITNESS WHEREOF, the parties have duly executed this Addendum on the date first above written.

**FRANCHISOR:**

**Express Services, Inc.**

By: \_\_\_\_\_

Name: Russell C. Lissuzzo, II

Title: Secretary

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit I  
License Agreement

***[To Be Signed By You In Connection with Your Request to Use Licensed Materials]***

This Non-Exclusive Copyright License Agreement (“Agreement”) is between Express Services, Inc. (“Licensor”), and Licensee, identified below, and is effective as of the Effective Date.

- A. Licensor owns rights in certain images and videos, which are identified below (“Licensed Works”).
- B. Licensee desires to use the Licensed Works for the Licensed Use and Licensor desires to grant a limited license to use the Licensed Works, subject to the terms and conditions of this Agreement.

Licensee	
Effective Date	
Licensed Works	
Licensed Use	
Term	

NOW, THEREFORE, in consideration of the foregoing and mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License Grant. Licensor grants to Licensee a limited, non-exclusive license to use the Licensed Works solely for the Licensed Use. Licensee will not use the Licensed Works for any other purpose or in any other manner other than as specified in the Licensed Use without the prior express written consent of Licensor. All rights not expressly granted to Licensee are reserved by Licensor. Unless expressly authorized in writing, Licensee will **NOT** engage in any of the following activities with the Licensed Works:

- **Upload the Licensed Works to a YouTube or video hosting platform;**



- **Provide images or files from the Licensed Works to any third party except as may be reasonably required for Licensee to engage in the Licensed Use;**
- **Edit, manipulate, or modify any videos from original file (exception for tagable spots created for media and commercial use).**
- **Use videos as stock footage for locally created videos**
- **Duplicate videos for redistribution**
- **Use the Works to endorse or imply endorsement or sponsorship without prior approval**

2. Term. The Term of this Agreement shall be for the time period specified above, following which this Agreement shall immediately terminate. If no term is specified above, the term of this Agreement shall be for one year from the Effective Date. Following termination of this Agreement, Licensee shall immediately discontinue all use of the Licensed Works and delete all copies of the Licensed Works in Licensee's possession unless otherwise instructed by Licensor.

3. Ownership. Licensee hereby acknowledges that Licensor is the sole and exclusive owner of all rights, title and interest in and to the Images, including all copyrights, and agrees that at no time will it challenge Licensor's ownership in the Images.

4. Notice. Licensee agrees that it will include the following credit line in all materials associated with the Goods:

**All images and videos are provided courtesy of Express Services, Inc. and may not be reproduced in any manner without the express written consent of Express Services, Inc.**

5. Indemnity. Licensee agrees to indemnify and to defend and hold harmless Licensor and its agents, representatives, successors and assigns from and against any and all claims, demands, losses, costs and expenses, including reasonable attorneys' fees, investigations, damages, judgments, penalties, and liabilities of any kind or nature, arising out of or allegedly arising out of Licensee's use of the Licensed Works.

6. Other Terms. The terms of this Agreement may be waived only by a written instrument expressly waiving such term or terms and executed by the party waiving compliance. The waiver of any term or condition of this Agreement by either party hereto shall not constitute a modification of this Agreement, nor prevent a party hereto from enforcing such term or condition in the future with respect to any subsequent event, nor shall it act as a waiver of any other right accruing to such party hereunder.

7. This Agreement is divisible and separable. If any provision of this Agreement is held to be or becomes invalid, illegal or unenforceable, such provision or provisions shall be reformed to approximate as nearly as possible the intent of the parties, and the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable to the greatest extent permitted by law. This Agreement shall be construed according to the laws of the State of Oklahoma and embodies the entire understanding between the parties and supersedes and replaces any and all prior understandings, arrangements, and/or agreements, whether written or oral, relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit

of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Licensee shall not assign or otherwise transfer the rights granted herein and any assignment or transfer made in violation of this provision shall be void.

Express Services, Inc.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_  
Name, Title

**Please fax the completed form to the Marketing and Communications department at (405)  
717-5516 or email the form to  
Marketing@Expresspros.com.**



EXHIBIT B  
ADDENDA

**EXPRESS SERVICES, INC.**  
**BRIDGE TO OWNERSHIP ADDENDUM TO FRANCHISE AGREEMENT**

**THIS BRIDGE TO OWNERSHIP ADDENDUM** (the "**BTO Addendum**") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and \_\_\_\_\_ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the "**Franchise Agreement**") for an Express Employment Professionals Business within the \_\_\_\_\_ territory.

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' Bridge to Ownership program (the "**BTO Program**").

C. In connection with Franchisee's participation in the BTO Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Franchisee's Qualifications. Franchisee hereby represents and warrants to Express that either: (A) (i) Franchisee (or its principal owner) has a minimum of five (5) years of experience in the staffing industry; or (ii) Franchisee (or its principal owner) was Express' employee for at least three (3) years OR (B) Franchisee (or its principal owner) has successfully completed the Express Emerging Entrepreneur program.

2. Revolving Loan Agreement. In connection with Franchisee's participation in the BTO Program, Express agrees to provide a line of credit to Franchisee with a maturity date of eighteen (18) months following the date of the note, and Franchisee hereby agrees to execute the Revolving Loan Agreement, Promissory Note, & Guaranty attached to this BTO Addendum as Exhibit A (the "Revolving Note"), and repay Express in accordance with the terms thereof.

3. Term Loan Agreement. Following the maturity date of the Revolving Note, and provided that Franchisee is not in default under the Revolving Note, the Franchise Agreement, or any other obligation to Express, Express agrees to transfer the then-outstanding balance of principal and interest under the Revolving Note to a fully amortizing term loan, and Franchisee hereby agrees to execute the Amended and Restated Loan Agreement, Promissory Note, & Guaranty attached to this BTO Addendum as Exhibit B, and repay Express in accordance with the terms thereof.

4. Transfer. Notwithstanding anything to the contrary in Section XIV (or other similar provisions) of the Franchise Agreement, the terms of this BTO Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

5. Effect. This BTO Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This BTO Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this BTO Addendum as of the date set forth above.

**Express Services, Inc.**

By: \_\_\_\_\_  
Printed  
Name: Russell C. Lissuzzo, II  
Title: Secretary

\_\_\_\_\_  
**Franchisee**

By: \_\_\_\_\_  
Printed  
Name:  
Title:

**EXHIBIT A**

**REVOLVING LOAN AGREEMENT,  
PROMISSORY NOTE, & GUARANTY**

Borrower: \_\_\_\_\_

Date: \_\_\_\_\_

1. PROMISE TO PAY. I, \_\_\_\_\_ ("**Borrower**") promise to pay to Express Services, Inc., 9701 Boardwalk, Oklahoma City, OK 73162 ("**Lender**"), in lawful money, the amount as may be outstanding hereunder together with interest on the unpaid outstanding principal balance compounded daily.

2. LINE OF CREDIT. During the term hereof, Lender hereby agrees to make periodic loans to the Borrower to a total principal amount at any one time outstanding, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) ("**Maximum Amount**"). During the term hereof, from time to time Borrower may notify the Lender of its need to borrow funds pursuant to this Agreement. Within five (5) business days of receipt of such notice from the Borrower seeking to borrow funds, the Lender will review and if approved forward such funds to the Borrower up to, but not in excess of, the Maximum Amount in the aggregate. Notwithstanding the Maximum Amount of this Note or any term or provision hereof or any written or oral statement made by the Lender to any representative of the Borrower, the Lender is under no binding agreement to advance any funds to the Borrower. Any advances made by the Lender to the Borrower shall be at the sole discretion of the Lender and shall be approved in advance in writing by the Borrower's Express Developer and Zone Vice President.

3. INTEREST. Interest on the unpaid principal balance shall accrue from time to time, from the date of this Note until paid in full, at a variable interest rate per annum equal to the Prime Rate; provided however, in no event shall the interest rate under this Note be more than 9.0% per annum or less than 4.0% per annum. "Prime Rate" means the rate of interest per annum published by the *Wall Street Journal* from time to time as its prime rate in effect. If the *Wall Street Journal* ceases to exist or to announce its prime rate, then the term Prime Rate shall be the rate of interest per annum publicly announced as the prime rate by an alternative bank or publication identified by Lender. The rate payable on this Note shall be adjusted on the same day any change in the Prime Rate occurs. Lender's determination of the Prime Rate shall be binding upon Borrower absent manifest error on the part of Lender.

4. PAYMENT. Payments in an amount equal to the interest that has accrued on the outstanding principal balance shall be payable monthly, with the first installment of interest due on the 25th day of the first month after the Borrower starts earning gross margin payments and subsequent installments of accrued interest shall be due on the same day of each month thereafter, with the entire unpaid principal balance of and all accrued but unpaid interest on this Note due and payable on the last business day of the calendar month in which the eighteen (18) month anniversary of the date of this Note occurs (the "Maturity Date") unless extended by Lender, in its sole discretion. On the Maturity Date, without demand or notice, Borrower shall make a final payment of all outstanding and unpaid principal and all accrued and unpaid interest, and costs and expenses then due and owing under this Note. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ between Lender and Borrower (the "**Franchise Agreement**"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

5. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

6. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

7. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

8. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the Interest rate on this Note by 5.000 percentage points. The Interest rate will not exceed the maximum rate permitted by applicable law.

9. DEFAULT. I will be in default under this Note if any of the following happen:

- (a) Payment Default. I fail to make any payment when due under this Note.
- (b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any

agreement related to this Note, or in any other agreement (including, without limitation, Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to your Recovery Plan for your franchise location with your Developer and Zone VP, or fail to meet your minimum weekly expectations established by you and your Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

10. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

11. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

12. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.



13. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

14. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

15. LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from my accounts, may be requested orally or in writing by me or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. I agree to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of my accounts with Lender. The unpaid principal balance owing on the Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including computer print-outs. Lender will have no obligation to advance funds under this Note if; (i) I or any guarantor is in default of this Note; (ii) I or any guarantor ceases doing business or is insolvent; (iii) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (iv) I have applied funds provided pursuant to this Note for purposes other than those authorized by Lender; (v) I am in default of any of my Franchise Agreements with Lender; or (vi) Lender in good faith believe itself insecure either as to this Note or any of my Franchise Agreements.

16. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: \_\_\_\_\_

Borrower  
Authorized Signature

UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Promissory Note, including all principal, interest, and collection expenses as provided in the Promissory Note.

PERSONAL GUARANTOR:

\_\_\_\_\_  
Personal Guarantor

Dated: \_\_\_\_\_

**EXHIBIT B**

**AMENDED AND RESTATED LOAN AGREEMENT,  
RENEWAL PROMISSORY NOTE, & GUARANTY**

\$ \_\_\_\_\_, 20\_\_\_\_

For value received, \_\_\_\_\_ ("**Borrower**"), promises to pay to the order of Express Services, Inc., a Colorado corporation ("**Lender**"), having an address of 9701 Boardwalk Blvd., Oklahoma City, OK 73162, on or before \_\_\_\_\_ (the "**Maturity Date**"), the principal sum of \$\_\_\_\_\_, together with interest thereon at the rate of \_\_\_\_\_ percent (\_\_\_%) per annum until paid in full.

1. **PAYMENT SCHEDULE.** Borrower shall pay principal and interest in \_\_\_\_\_ (\_\_\_) monthly installments of \$\_\_\_\_\_, with the first installment due on the 25th day of the first month after the date of this Note, and on the same day of each month thereafter, with the final payment of principal, accrued interest, fees and other charges owing to Lender due on the Maturity Date. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ between Lender and Borrower (the "**Franchise Agreement**"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

2. **FINANCIAL STATEMENT.** The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

3. **PREPAYMENT.** I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

4. **SECURITY AGREEMENT.** In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions

set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

5. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law.

6. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement (including, without limitation, the Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to your Recovery Plan for your franchise location with your Developer and Zone VP or fail to meet your minimum weekly expectations established by you and your Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

7. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

8. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

9. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

10. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

11. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

12. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

13. RENEWAL, AMENDMENT AND RESTATEMENT. This Note is given in renewal and substitution of that certain Revolving Loan Agreement, Promissory Note, and Guaranty executed by Borrower in favor of Lender dated \_\_\_\_\_ (the "Old Note"). The Old Note shall, in its entirety, be superseded, amended, and restated by this Note and payment of the indebtedness thereunder shall be governed by this Note as if the aggregate unpaid indebtedness due under the Old Note had been advanced hereunder by Lender. Borrower hereby renews and extends its covenant and agreement to pay the indebtedness evidenced by the Old Note, as amended and restated pursuant to this Note, and Borrower hereby renews and extends its covenant and agreement to perform, comply with, and be bound by each and every term and provisions of the Old Note, as amended and restated by the terms of this Note. Borrower confirms and agrees that this Note in no way acts as a release or relinquishment of the liens or other security interests created by the Old Note. Any and all liens securing payment of this Note are hereby modified, extended, renewed, carried forward, and confirmed by Borrower in all respects and shall remain in full force and effect until this Note shall be fully and finally paid.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: \_\_\_\_\_  
Borrower  
Authorized Signature

UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Amended and Restated Loan Agreement and Renewal Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Amended and Restated Loan Agreement and Renewal Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Amended and Restated Loan Agreement and Renewal Promissory Note, including all principal, interest, and collection expenses as provided in the Amended and Restated Loan Agreement and Renewal Promissory Note.

PERSONAL GUARANTOR:

\_\_\_\_\_  
Personal Guarantor

Dated: \_\_\_\_\_

**EXPRESS SERVICES, INC.**  
**RESALE OFFICE BRIDGE TO OWNERSHIP**  
**ADDENDUM TO FRANCHISE AGREEMENT**

**THIS RESALE OFFICE BRIDGE TO OWNERSHIP ADDENDUM** (the "**Resale BTO Addendum**") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and \_\_\_\_\_ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at \_\_\_\_\_.

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' Resale Office Bridge to Ownership program (the "**Resale BTO Program**").

C. In connection with Franchisee's participation in the Resale BTO Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Resale BTO Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. **Franchisee's Qualifications.** Franchisee hereby represents and warrants to Express that either: (A)(i) Franchisee (or its principal owner) has a minimum of five (5) years of experience in the staffing industry; or (ii) Franchisee (or its principal owner) was Express' employee for at least three (3) years OR (B) Franchisee (or its principal owner) has successfully completed the Express Emerging Entrepreneur program.

2. **Revolving Loan Agreement.** In connection with Franchisee's participation in the Resale BTO Program, Express agrees to provide a line of credit with an initial advance amount and maximum aggregate outstanding principal balance as determined by Express to Franchisee with a maturity date of eighteen (18) months following the date of the note, and Franchisee hereby agrees to execute the Resale Revolving Loan Agreement, Promissory Note, & Guaranty attached to this Resale BTO Addendum as Exhibit A (the "Resale Revolving Note") and repay Express in accordance with the terms thereof.

3. **Term Loan Agreement.** Following the maturity date of the Revolving Note, and provided that Franchisee is not in default under the Revolving Note, the Franchise Agreement, or any other obligation to Express, Express agrees to transfer the then-outstanding balance of principal and interest under the Revolving Note to a fully amortizing term loan, and Franchisee hereby agrees to execute the Amended and Restated Resale Loan Agreement, Promissory Note, & Guaranty attached to this Resale BTO Addendum as Exhibit B and repay Express in accordance with the terms thereof.

4. **Transfer.** Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this Resale BTO Addendum



cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

5. Effect. This Resale BTO Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Resale BTO Addendum, the terms of the Franchise Agreement shall remain the same. This Resale BTO Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this Resale BTO Addendum as of the date set forth above.

**Express Services, Inc.**

By: \_\_\_\_\_  
Printed  
Name: Russell C. Lissuzzo, II  
Title: Secretary

\_\_\_\_\_  
**Franchisee**

By: \_\_\_\_\_  
Printed  
Name:  
Title:

**EXHIBIT A  
RESALE REVOLVING LOAN AGREEMENT,  
PROMISSORY NOTE, & GUARANTY**

Borrower: \_\_\_\_\_

Date: \_\_\_\_\_

1. PROMISE TO PAY. I, \_\_\_\_\_ ("**Borrower**") promise to pay to Express Services, Inc., 9701 Boardwalk, Oklahoma City, OK 73162 ("**Lender**"), in lawful money, the amount as may be outstanding hereunder together with interest on the unpaid outstanding principal balance compounded daily.

2. LINE OF CREDIT. During the term hereof, Lender hereby agrees to make periodic loans to the Borrower to a total principal amount at any one time outstanding, not to exceed Four Hundred Fifty Thousand Dollars (\$450,000.00) ("**Maximum Amount**"). The initial advance made by Lender under this Note shall be in an amount as determined by Lender but shall in no event exceed Two Hundred Thousand Dollars (\$200,000.00), and shall be used solely for purposes of Borrower's acquisition of an Express Employment Professionals franchise business. During the term hereof, from time to time Borrower may notify the Lender of its need to borrow funds pursuant to this Agreement. Within five (5) business days of receipt of such notice from the Borrower seeking to borrow funds, the Lender will review and if approved forward such funds to the Borrower up to, but not in excess of, the Maximum Amount in the aggregate. Notwithstanding the Maximum Amount of this Note or any term or provision hereof or any written or oral statement made by the Lender to any representative of the Borrower, the Lender is under no binding agreement to advance any funds to the Borrower. Any advances made by the Lender to the Borrower shall be at the sole discretion of the Lender and shall be approved in advance in writing by the Borrower's Express Developer and Zone Vice President.

3. INTEREST. Interest on the unpaid principal balance shall accrue from time to time, from the date of this Note until paid in full, at a variable interest rate per annum equal to the Prime Rate; provided however, in no event shall the interest rate under this Note be more than 9.0% per annum or less than 4.0% per annum. "Prime Rate" means the rate of interest per annum published by the *Wall Street Journal* from time to time as its prime rate in effect. If the *Wall Street Journal* ceases to exist or to announce its prime rate, then the term Prime Rate shall be the rate of interest per annum publicly announced as the prime rate by an alternative bank or publication identified by Lender. The rate payable on this Note shall be adjusted on the same day any change in the Prime Rate occurs. Lender's determination of the Prime Rate shall be binding upon Borrower absent manifest error on the part of Lender.

4. PAYMENT. Payments in an amount equal to the interest that has accrued on the outstanding principal balance shall be payable monthly, with the first installment of interest due on the 25th day of the first month after the Borrower starts earning gross margin payments and subsequent installments of accrued interest shall be due on the same day of each month thereafter, with the entire unpaid principal balance of and all accrued but unpaid interest on this Note due and payable on the last business day of the calendar month in which the eighteen (18) month anniversary of the date of this Note occurs (the "Maturity Date"), unless extended by Lender, in its sole discretion. On the Maturity Date, without demand or notice, Borrower shall make a final payment of all outstanding and unpaid principal and all accrued and unpaid interest, and costs and expenses then due and owing under this Note. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ between Lender and Borrower (the "**Franchise Agreement**"). If not so

paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

5. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

6. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

7. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

8. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the Interest rate on this Note by 5.000 percentage points. The Interest rate will not exceed the maximum rate permitted by applicable law.

9. DEFAULT. I will be in default under this Note if any of the following happen:  
(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement (including, without limitation, Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to my Recovery Plan for my franchise location with my Developer and Zone VP, or fail to meet my minimum weekly expectations established by me and my Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

10. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

11. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

12. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

13. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

14. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

15. LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from my accounts, may be requested orally or in writing by me or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. I agree to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of my accounts with Lender. The unpaid principal balance owing on the Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including computer print-outs. Lender will have no obligation to advance funds under this Note if; (i) I or any guarantor is in default of this Note; (ii) I or any guarantor ceases doing business or is insolvent; (iii) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (iv) I have applied funds provided pursuant to this Note for purposes other than those authorized by Lender; (v) I am in default of any of my Franchise Agreements with Lender; or (vi) Lender in good faith believe itself insecure either as to this Note or any of my Franchise Agreements.

16. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: \_\_\_\_\_  
Borrower  
Authorized Signature

UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Promissory Note, including all principal, interest, and collection expenses as provided in the Promissory Note.

PERSONAL GUARANTOR:

\_\_\_\_\_  
Personal Guarantor

Dated: \_\_\_\_\_

**EXHIBIT B**

**AMENDED AND RESTATED RESALE LOAN AGREEMENT,  
RENEWAL PROMISSORY NOTE, & GUARANTY**

\$ \_\_\_\_\_, 20\_\_\_\_

For value received, \_\_\_\_\_ ("**Borrower**"), promises to pay to the order of Express Services, Inc., a Colorado corporation ("**Lender**"), having an address of 9701 Boardwalk Blvd., Oklahoma City, OK 73162, on or before \_\_\_\_\_ (the "**Maturity Date**"), the principal sum of \$\_\_\_\_\_, together with interest thereon at the rate of \_\_\_\_\_ percent (\_\_\_%) per annum until paid in full.

1. **PAYMENT SCHEDULE.** Borrower shall pay principal and interest in \_\_\_\_\_ (\_\_\_) monthly installments of \$\_\_\_\_\_, with the first installment due on the 25th day of the first month after the date of this Note, and on the same day of each month thereafter, with the final payment of principal, accrued interest, fees and other charges owing to Lender due on the Maturity Date. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ between Lender and Borrower (the "**Franchise Agreement**"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

2. **FINANCIAL STATEMENT.** The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

3. **PREPAYMENT.** I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

4. **SECURITY AGREEMENT.** In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions

set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

5. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law.

6. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement (including, without limitation, the Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to my Recovery Plan for my franchise location with my Developer and Zone VP or fail to meet my minimum weekly expectations established by me and my Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.



(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

7. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

8. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

9. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

10. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

11. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

12. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

13. RENEWAL, AMENDMENT AND RESTATEMENT. This Note is given in renewal and substitution of that certain Revolving Loan Agreement, Promissory Note, and Guaranty executed by Borrower in favor of Lender dated \_\_\_\_\_ (the "Old Note"). The Old Note shall, in its entirety, be superseded, amended, and restated by this Note and payment of the indebtedness thereunder shall be governed by this Note as if the aggregate unpaid indebtedness due under the Old Note had been advanced hereunder by Lender. Borrower hereby renews and extends its covenant and agreement to pay the indebtedness evidenced by the Old Note, as amended and restated pursuant to this Note, and Borrower hereby renews and extends its covenant and agreement to perform, comply with, and be bound by each and every term and provisions of the Old Note, as amended and restated by the terms of this Note. Borrower confirms and agrees that this Note in no way acts as a release or relinquishment of the liens or other security interests created by the Old Note. Any and all liens securing payment of this Note are hereby modified, extended, renewed, carried forward, and confirmed by Borrower in all respects and shall remain in full force and effect until this Note shall be fully and finally paid.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: \_\_\_\_\_  
Borrower  
Authorized Signature

UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Amended and Restated Loan Agreement and Renewal Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Amended and Restated Loan Agreement and Renewal Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Amended and Restated Loan Agreement and Renewal Promissory Note, including all principal, interest, and collection expenses as provided in the Amended and Restated Loan Agreement and Renewal Promissory Note.

PERSONAL GUARANTOR:

\_\_\_\_\_  
Personal Guarantor

Dated: \_\_\_\_\_

**EXPRESS SERVICES, INC.**  
**EMERGING ENTREPRENEUR BRIDGE TO OWNERSHIP**  
**ADDENDUM TO FRANCHISE AGREEMENT**

**THIS EMERGING ENTREPRENEUR BRIDGE TO OWNERSHIP ADDENDUM** (the "**EE BTO Addendum**") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and \_\_\_\_\_ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at \_\_\_\_\_.

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' Emerging Entrepreneur Bridge to Ownership program (the "**EE BTO Program**").

C. In connection with Franchisee's participation in the EE BTO Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this EE BTO Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. **Franchisee's Qualifications.** Franchisee hereby represents and warrants to Express that Franchisee (or its principal owner) has successfully completed the Express Emerging Entrepreneur program.

2. **Revolving Loan Agreement.** In connection with Franchisee's participation in the EE BTO Program, Express agrees to provide a line of credit with an initial advance amount and maximum aggregate outstanding principal balance as determined by Express to Franchisee with a maturity date of eighteen (18) months following the date of the note, and Franchisee hereby agrees to execute the EE Revolving Loan Agreement, Promissory Note, & Guaranty attached to this Resale BTO Addendum as Exhibit A (the "EE Revolving Note") and repay Express in accordance with the terms thereof.

3. **Term Loan Agreement.** Following the maturity date of the EE Revolving Note, and provided that Franchisee is not in default under the EE Revolving Note, the Franchise Agreement, or any other obligation to Express, Express agrees to transfer the then-outstanding balance of principal and interest under the EE Revolving Note to a fully amortizing term loan, and Franchisee hereby agrees to execute the Amended and Restated EE Loan Agreement, Promissory Note, & Guaranty attached to this EE BTO Addendum as Exhibit B and repay Express in accordance with the terms thereof.

4. **Transfer.** Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this EE BTO Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

5. Effect. This EE BTO Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this EE BTO Addendum, the terms of the Franchise Agreement shall remain the same. This EE BTO Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this EE BTO Addendum as of the date set forth above.

**Express Services, Inc.**

By: \_\_\_\_\_  
Printed  
Name: Russell C. Lissuzzo, II  
Title: Secretary

\_\_\_\_\_  
**Franchisee**

By: \_\_\_\_\_  
Printed  
Name:  
Title:

**EXHIBIT A**  
**EMERGING ENTREPRENEUR REVOLVING LOAN AGREEMENT,**  
**PROMISSORY NOTE, & GUARANTY**

Borrower: \_\_\_\_\_

Date: \_\_\_\_\_

1. PROMISE TO PAY. I, \_\_\_\_\_ ("**Borrower**") promise to pay to Express Services, Inc., 9701 Boardwalk, Oklahoma City, OK 73162 ("**Lender**"), in lawful money, the amount as may be outstanding hereunder together with interest on the unpaid outstanding principal balance compounded daily.

2. LINE OF CREDIT. During the term hereof, Lender hereby agrees to make periodic loans to the Borrower to a total principal amount at any one time outstanding, not to exceed Two Hundred Seventy Thousand Dollars (\$270,000.00) ("**Maximum Amount**"). During the term hereof, from time to time Borrower may notify the Lender of its need to borrow funds pursuant to this Agreement. Within five (5) business days of receipt of such notice from the Borrower seeking to borrow funds, the Lender will review and if approved forward such funds to the Borrower up to, but not in excess of, the Maximum Amount in the aggregate. Notwithstanding the Maximum Amount of this Note or any term or provision hereof or any written or oral statement made by the Lender to any representative of the Borrower, the Lender is under no binding agreement to advance any funds to the Borrower. Any advances made by the Lender to the Borrower shall be at the sole discretion of the Lender and shall be approved in advance in writing by the Borrower's Express Developer and Zone Vice President.

3. INTEREST. Interest on the unpaid principal balance shall accrue from time to time, from the date of this Note until paid in full, at a variable interest rate per annum equal to the Prime Rate; provided however, in no event shall the interest rate under this Note be more than 9.0% per annum or less than 4.0% per annum. "Prime Rate" means the rate of interest per annum published by the *Wall Street Journal* from time to time as its prime rate in effect. If the *Wall Street Journal* ceases to exist or to announce its prime rate, then the term Prime Rate shall be the rate of interest per annum publicly announced as the prime rate by an alternative bank or publication identified by Lender. The rate payable on this Note shall be adjusted on the same day any change in the Prime Rate occurs. Lender's determination of the Prime Rate shall be binding upon Borrower absent manifest error on the part of Lender.

4. PAYMENT. Payments in an amount equal to the interest that has accrued on the outstanding principal balance shall be payable monthly, with the first installment of interest due on the 25th day of the first month after the Borrower starts earning gross margin payments and subsequent installments of accrued interest shall be due on the same day of each month thereafter, with the entire unpaid principal balance of and all accrued but unpaid interest on this Note due and payable on the last business day of the calendar month in which the eighteen (18) month anniversary of the date of this Note occurs (the "**Maturity Date**"), unless extended by Lender, in its sole discretion. On the Maturity Date, without demand or notice, Borrower shall make a final payment of all outstanding and unpaid principal and all accrued and unpaid interest, and costs and expenses then due and owing under this Note. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ between Lender and Borrower (the "**Franchise Agreement**"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

5. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

6. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

7. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

8. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the Interest rate on this Note by 5.000 percentage points. The Interest rate will not exceed the maximum rate permitted by applicable law.

9. DEFAULT. I will be in default under this Note if any of the following happen:

- (a) Payment Default. I fail to make any payment when due under this Note.
- (b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any

agreement related to this Note, or in any other agreement (including, without limitation, Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to my Recovery Plan for my franchise location with my Developer and Zone VP, or fail to meet my minimum weekly expectations established by me and my Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

10. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

11. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

12. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.



13. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

14. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

15. LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from my accounts, may be requested orally or in writing by me or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. I agree to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of my accounts with Lender. The unpaid principal balance owing on the Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including computer print-outs. Lender will have no obligation to advance funds under this Note if; (i) I or any guarantor is in default of this Note; (ii) I or any guarantor ceases doing business or is insolvent; (iii) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (iv) I have applied funds provided pursuant to this Note for purposes other than those authorized by Lender; (v) I am in default of any of my Franchise Agreements with Lender; or (vi) Lender in good faith believe itself insecure either as to this Note or any of my Franchise Agreements.

16. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: \_\_\_\_\_

Borrower

Authorized Signature

UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Promissory Note, including all principal, interest, and collection expenses as provided in the Promissory Note.

PERSONAL GUARANTOR:

\_\_\_\_\_  
Personal Guarantor

Dated: \_\_\_\_\_

**EXHIBIT B**

**AMENDED AND RESTATED EMERGING ENTREPRENEUR LOAN AGREEMENT,  
RENEWAL PROMISSORY NOTE, & GUARANTY**

\$ \_\_\_\_\_, 20\_\_\_\_

For value received, \_\_\_\_\_ ("**Borrower**"), promises to pay to the order of Express Services, Inc., a Colorado corporation ("**Lender**"), having an address of 9701 Boardwalk Blvd., Oklahoma City, OK 73162, on or before \_\_\_\_\_ (the "**Maturity Date**"), the principal sum of \$\_\_\_\_\_, together with interest thereon at the rate of \_\_\_\_\_ percent (\_\_\_%) per annum until paid in full.

1. **PAYMENT SCHEDULE.** Borrower shall pay principal and interest in \_\_\_\_\_ (\_\_\_) monthly installments of \$\_\_\_\_\_, with the first installment due on the 25th day of the first month after the date of this Note, and on the same day of each month thereafter, with the final payment of principal, accrued interest, fees and other charges owing to Lender due on the Maturity Date. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ between Lender and Borrower (the "**Franchise Agreement**"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

2. **FINANCIAL STATEMENT.** The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

3. **PREPAYMENT.** I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

4. **SECURITY AGREEMENT.** In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions

set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

5. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law.

6. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement (including, without limitation, the Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to my Recovery Plan for my franchise location with my Developer and Zone VP or fail to meet my minimum weekly expectations established by me and my Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

7. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

8. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

9. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

10. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

11. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

12. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

13. RENEWAL, AMENDMENT AND RESTATEMENT. This Note is given in renewal and substitution of that certain Revolving Loan Agreement, Promissory Note, and Guaranty executed by Borrower in favor of Lender dated \_\_\_\_\_ (the "Old Note"). The Old Note shall, in its entirety, be superseded, amended, and restated by this Note and payment of the indebtedness thereunder shall be governed by this Note as if the aggregate unpaid indebtedness due under the Old Note had been advanced hereunder by Lender. Borrower hereby renews and extends its covenant and agreement to pay the indebtedness evidenced by the Old Note, as amended and restated pursuant to this Note, and Borrower hereby renews and extends its covenant and agreement to perform, comply with, and be bound by each and every term and provisions of the Old Note, as amended and restated by the terms of this Note. Borrower confirms and agrees that this Note in no way acts as a release or relinquishment of the liens or other security interests created by the Old Note. Any and all liens securing payment of this Note are hereby modified, extended, renewed, carried forward, and confirmed by Borrower in all respects and shall remain in full force and effect until this Note shall be fully and finally paid.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: \_\_\_\_\_  
Borrower  
Authorized Signature

UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Amended and Restated Loan Agreement and Renewal Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Amended and Restated Loan Agreement and Renewal Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Amended and Restated Loan Agreement and Renewal Promissory Note, including all principal, interest, and collection expenses as provided in the Amended and Restated Loan Agreement and Renewal Promissory Note.

PERSONAL GUARANTOR:

\_\_\_\_\_  
Personal Guarantor

Dated: \_\_\_\_\_

**EXPRESS SERVICES, INC.**  
**INDUSTRY PRO PROGRAM ADDENDUM TO FRANCHISE AGREEMENT**

**THIS INDUSTRY PRO PROGRAM ADDENDUM** (the "**IPP Addendum**") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and \_\_\_\_\_ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at \_\_\_\_\_ (the "**Office**").

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' Industry Pro Program (the "**IPP Program**").

C. In connection with Franchisee's participation in the IPP Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Franchisee's Qualifications. Franchisee hereby represents and warrants to Express that Franchisee (or its principal owner) has a minimum of three (3) years of experience in the staffing industry or such other approved experience.

2. Refund of the Initial Fee. In connection with Franchisee's participation in the IPP Program, and based on Franchisee's representations and warrants in Section 1 above, Express shall refund any Initial Fee that Franchisee paid to Express under the Franchise Agreement, as follows:

(a) Fifty percent (50%) of the paid Initial Fee upon Franchisee's completion of the initial training program to Express' reasonable satisfaction; and

(b) The remaining Fifty percent (50%) of the paid Initial Fee, if Franchisee's Office either generates at least \$65,000 or more in Gross Margin or bills at least sixteen (16) clients or more during the first twenty-six (26) weeks of operation.

3. Transfer. Notwithstanding anything to the contrary in Section 14. (or other similar provisions) of the Franchise Agreement, the terms of this IPP Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

4. Effect. This IPP Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This IPP Addendum shall not be effective unless and until executed by Express.



IN WITNESS WHEREOF, each of the parties hereto has executed this IPP Addendum as of the date set forth above.

**Express Services, Inc.**

By: \_\_\_\_\_  
Printed  
Name: Russell C. Lissuzzo, II  
Title: Secretary

\_\_\_\_\_  
**Franchisee**

By: \_\_\_\_\_  
Printed  
Name:  
Title:

**EXPRESS SERVICES, INC.**  
**TIER I CONVERSION ADDENDUM TO FRANCHISE AGREEMENT**

**THIS CONVERSION ADDENDUM** (the "**Conversion Addendum**") is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between Express Services, Inc. ("**Express, we our**"), and \_\_\_\_\_ ("**Franchisee, you, your**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at \_\_\_\_\_ (the "**Office**").

B. Immediately before entering into the Franchise Agreement, Franchisee had been engaged in the operation of a temporary staffing, and/or career placement business at the location where the Office is located (the "**Existing Business**"), and Franchisee wishes to covert the Existing Business to an Express Employment Professionals Business.

C. Due to Franchisee's prior operation of the Existing Business and its conversion of the Existing Business to an Express Employment Professionals Business, the parties wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Commencement of Operations. In addition to, not in lieu of, Franchisee's obligations under Section 5 (or other similar provisions) of the Franchise Agreement, Franchisee shall properly staff, furnish, equip and identify the Office as may be required by Express prior to, and as a condition of, Express' approval of Franchisee commencing operating the Office as an Express Employment Professionals Business. Franchisee shall complete all pre-opening requirements of Express, and open the Office as an Express Employment Professionals Business no later than ninety (90) days after the Effective Date. Time is of essence.

2. Waiver of Initial Franchise Fee. Section 6.1 of the Franchise Agreement is hereby deleted in its entirety, and Franchisee shall not be required to pay any Initial Fee under the Franchise Agreement.

3. Adjustment to the Gross Margin Split. Notwithstanding anything to the contrary in Section 7.5 of the Franchise Agreement, for the first twenty-one (21) months following the conversion of your business to Express Employment Professionals, Franchisee's portion of the Gross Margin to be paid to Franchisee will be modified as follows.

	Your Portion of Gross Margin
Months 1 – 9	90%
Months 10 – 15	80%
Months 16 – 21	70%
Franchisee’s portion of the Gross Margin will be adjusted on the first day of Express’ accounting period following the end of Franchisee’s months 9, 15 and 21.	

Franchisee’s portion of the Gross Margin will immediately and automatically revert to the standard sixty percent (60%), upon the earlier of: (a) the expiration of such twenty-one (21) month period; or (b) Franchisee’s breach of the Franchise Agreement as provided under Section 15 of Your Franchise Agreement.

For the first forty-eight months (48) following the conversion of your business to Express Employment Professionals You will not be eligible for or any Bonuses under Section 7.6.

4. Clients Serviced Outside of Granted Territory. Notwithstanding anything to the contrary in Sections 2, 7.6 or 15.3 of the Franchise Agreement, we approve Franchisee’s client accounts which are located outside of the Granted Territory in a territory or area that has not been granted to another Franchisee (open territory) as listed on Exhibit 1 (Outside Clients-Open Territory). Sending associates to a client business location in an open territory does not give you any rights to operate in the open territory, except as specifically approved. If you provide associates to a client business location in an open territory that is subsequently sold to a new Franchisee, then on notification you shall relinquish the client business location to the new Franchisee who purchased that open territory. You may continue servicing that client for up to one year, during which time you will introduce the new Franchisee to your client. At the end of one year you will (a) notify the client that further requests for associates should be directed to the new Franchisee and (b) you will be required to coordinate the transfer of the associates at the client business location to the new Franchisee in such a manner that minimizes the impact of the transfer on the client business location. Your failure to comply with the requirements of this provision will constitute a default, and we will have the rights specified in Section 2.3(b) of the Franchise Agreement.

Franchisee’s client accounts which are located outside of your Granted Territory in an another Franchisees’ Granted Territory as listed on Exhibit 2 (Outside Clients-Granted Territory) attached will be transferred to our Existing Franchise in \_\_\_\_\_ within ten (10) business days of the effective date of this Addendum. For the first twenty-one (21) months following the conversion of your business to Express Employment Professionals, you will receive a monthly override from the Gross Margin of Outside Clients as follows:

	Your Portion of Gross Margin of Outside Clients
Months 1 – 9	30%
Months 10 – 15	20%
Months 16 – 21	10%
Month 22 – future	0%
Franchisee’s portion of the Gross Margin will be adjusted on the first day of Express’ accounting period following the end of Franchisee’s months 9, 15, and 21.	

Franchisee's portion of the Gross Margin of Outside Clients will immediately and automatically revert to zero percent (0%), upon the earlier of: (a) the expiry of such twenty-one (21) month period; or (b) Franchisee's breach of the Franchise Agreement as provided under Section 15 of Your Franchise Agreement. Outside Clients will be excluded from your gross margin production for the purposes of computing Minimum Performance Standards, Annual Bonus Qualification, awards or any other incentives of any kind.

4. Additional Benefits. For so long as Franchisee is in full compliance with the Franchise Agreement, Express will, without any charge to Franchisee: (1) purchase and have installed a computer system for the Office as specified below, which meets Express' standards and specifications (not to exceed \$20,000); and (2) purchase and have installed new signage for the Office (not to exceed \$5,000).

Computer System

- 1 server
- 5 workstations (2 for testing/self-service)
- Standard dual monitors for all workstations (excludes testing stations)
- 1 laser printer
- 1 check printer
- 1 battery backup (UPS)
- Express Data Network (Check Point Firewall; Cisco Network Switch)
- Express QUEST Software System

5. Transfer. Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this Conversion Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

6. Effect. This Conversion Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This Conversion Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this Conversion Addendum as of the date set forth above.

**Express Services, Inc.**

**Franchisee**

By: \_\_\_\_\_  
Printed  
Name: Russell C. Lissuzzo, II  
Title: Secretary

By: \_\_\_\_\_  
Printed  
Name:  
Title:

**EXPRESS SERVICES, INC.**  
**TIER II CONVERSION ADDENDUM TO FRANCHISE AGREEMENT**

**THIS CONVERSION ADDENDUM** (the "**Conversion Addendum**") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between Express Services, Inc. ("**Express, we, our**"), and \_\_\_\_\_ ("**Franchisee, you, your**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at \_\_\_\_\_ (the "**Office**").

B. Immediately before entering into the Franchise Agreement, Franchisee had been engaged in the operation of a temporary staffing, and/or career placement business at the location where the Office is located (the "**Existing Business**") generating in excess of \$1,000,000 in Gross Margin per year, and Franchisee wishes to convert the Existing Business to an Express Employment Professionals Business.

C. Due to Franchisee's prior operation of the Existing Business and its conversion of the Existing Business to an Express Employment Professionals Business, the parties wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Commencement of Operations. In addition to, not in lieu of, Franchisee's obligations under Section 5 (or other similar provisions) of the Franchise Agreement, Franchisee shall properly staff, furnish, equip and identify the Office as may be required by Express prior to, and as a condition of, Express' approval of Franchisee commencing operating the Office as an Express Employment Professionals Business. Franchisee shall complete all pre-opening requirements of Express, and open the Office as an Express Employment Professionals Business no later than ninety (90) days after the Effective Date. Time is of essence.

2. Waiver of Initial Franchise Fee. Section 6.1 of the Franchise Agreement is hereby deleted in its entirety, and Franchisee shall not be required to pay any Initial Fee under the Franchise Agreement.

3. Adjustment to the Gross Margin Split. Notwithstanding anything to the contrary in Section 7.5 of the Franchise Agreement, Gross Margin generated by Franchisee's Existing Business for the preceding 12 months (\_\_\_\_\_ to \_\_\_\_\_) of \$\_\_\_\_\_ is deemed its Annual Baseline. For the first forty-eight (48) months following the conversion of your business to Express Employment Professionals, Section VII, paragraph F.(1) will be modified to read as follows:

- (a) For Months 1 - 12 your portion of the Gross Margin to be paid to you will be ninety-five percent (95%) of the gross margin dollars that do not exceed \$\_\_\_\_\_ for our 4 week accounting periods and

\$\_\_\_\_\_ for our 5 week accounting periods, and sixty percent (60%) of all gross margin dollars that exceed \$\_\_\_\_\_ for our 4 week accounting periods and \$\_\_\_\_\_ for our 5 week accounting periods.

(b) For Months 13 - 24 your portion of the Gross Margin to be paid to you will be ninety percent (90%) of the gross margin dollars that do not exceed \$\_\_\_\_\_ for our 4 week accounting periods and \$\_\_\_\_\_ for our 5 week accounting periods, and sixty percent (60%) of all gross margin dollars that exceed \$\_\_\_\_\_ for our 4 week accounting periods and \$\_\_\_\_\_ for our 5 week accounting periods.

(c) For Months 25- 36 your portion of the Gross Margin to be paid to you will be eighty percent (80%) of the gross margin dollars that do not exceed \$\_\_\_\_\_ for our 4 week accounting periods and \$\_\_\_\_\_ for our 5 week accounting periods, and sixty percent (60%) of all gross margin dollars that exceed \$\_\_\_\_\_ for our 4 week accounting periods and \$\_\_\_\_\_ for our 5 week accounting periods.

(d) For Months 36- 48 your portion of the Gross Margin to be paid to you will be eighty percent (70%) of the gross margin dollars that do not exceed \$\_\_\_\_\_ for our 4 week accounting periods and \$\_\_\_\_\_ for our 5 week accounting periods, and sixty percent (60%) of all gross margin dollars that exceed \$\_\_\_\_\_ for our 4 week accounting periods and \$\_\_\_\_\_ for our 5 week accounting periods.

Your portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 12, 24, 36 and 48.

Franchisee's portion of the Gross Margin will immediately and automatically revert to the standard sixty percent (60%), upon the earlier of: (a) the expiration of such forty-eight (48) month period; or (b) Franchisee's breach of the Franchise Agreement as provided under Section 15 of Your Franchise Agreement.

For the first forty-eight months (48) following the conversion of your business to Express Employment Professionals you will not be eligible for or any Bonuses under Section 7.6

4. Clients Serviced Outside of Granted Territory. Notwithstanding anything to the contrary in Sections 2, 7.6 or 15.3 of the Franchise Agreement, we approve Franchisee's client accounts which are located outside of the Granted Territory in a territory or area that has not been granted to another Franchisee (open territory) as listed on Exhibit 1 (Outside Clients-Open Territory). Sending associates to a client business location in an open territory does not give you any rights to operate in the open territory, except as specifically approved. If you provide associates to a client business location in an open territory that is subsequently sold to a new Franchisee, then on notification you must relinquish the client business location to the new Franchisee who acquired that open territory. You may continue servicing that client for up to one year, during which time you will introduce the new Franchisee to your client. At the end of one year you will (a) notify the client that further requests for associates should be directed to the new Franchisee and (b) you will be required to coordinate the transfer of the associates at the client business location to the new Franchisee in such a

manner that minimizes the impact of the transfer on the client business location. Your failure to comply with the requirements of this provision will constitute a default, and we will have the rights specified in Section 2.3(b) of the Franchise Agreement.

Franchisee’s client accounts which are located outside of your Granted Territory in an another Franchisees’ Granted Territory as listed on Exhibit 2 (Outside Clients-Granted Territory) attached will be transferred to our Existing Franchise in \_\_\_\_\_ within ten (10) business days of the effective date of this Addendum.

For the first forty-eight (48) months following the conversion of your business to Express Employment Professionals, you will receive a monthly override from the Gross Margin of Outside Clients as follows:

	Your Portion of Gross Margin of Outside Clients
Months 1 – 12	35%
Months 13 – 24	30%
Months 25 – 36	20%
Months 37 – 48	10%
Month 49 – future	0%
Franchisee’s portion of the Gross Margin will be adjusted on the first day of Express’ accounting period following the end of Franchisee’s months 12, 24, 36 and 48	

Franchisee’s portion of the Gross Margin of Outside Clients will immediately and automatically revert to zero percent (0%), upon the earlier of: (a) the expiry of such forty-eight (48) month period; or (b) Franchisee’s breach of the Franchise Agreement as provided under Section 15 of your Franchise Agreement. Outside Clients will be excluded from your gross margin production for the purposes of computing Minimum Performance Standards, Annual Bonus Qualification, awards or any other incentives of any kind.

5. Additional Benefits. For so long as Franchisee is in full compliance with the Franchise Agreement, Express will, without any charge to Franchisee:

(a) purchase for franchisee and have installed a computer system for the Office as specified below, which meets Express’ standards and specifications:

Computer System – (Total System cost not to exceed \$20,000)

- 1 server
- 3 workstations (may add up to 2 additional workstations)
- 2 testing stations (may add 1 additional testing station)
- Standard dual monitors for 3 workstations (may add up to 2 additional workstations)
- 1 laser printer
- 1 check printer
- 1 battery backup (UPS)
- Express Data Network (Check Point Firewall; Cisco Network Switch)
- Express QUEST Software System

(b) purchase for the franchisee and have installed new signage for the Office (not to exceed \$5,000);

(c) extend a \$5,000 credit for use, at our sole approval, for one of the following approved expenditures:

- Supplemental funds for signage
- Supplemental funds for computer systems
- Supplemental funds for furniture or office equipment upgrades

6. Transfer. Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this Conversion Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

7. Effect. This Conversion Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This Conversion Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this Conversion Addendum as of the date set forth above.

**Express Services, Inc.**

By: \_\_\_\_\_  
Printed  
Name: Russell C. Lissuzzo, II  
Title: Secretary

\_\_\_\_\_  
**Franchisee**  
By: \_\_\_\_\_  
Printed  
Name:  
Title:



**EXPRESS SERVICES, INC.**  
**INDEPENDENT PAYROLL PROGRAM ADDENDUM TO FRANCHISE AGREEMENT**

**THIS INDEPENDENT PAYROLL PROGRAM ADDENDUM** (the "**Independent Payroll Addendum**") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and \_\_\_\_\_ ("**Franchisee**").

RECITALS:

- A. Express and Franchisee are parties to a Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at \_\_\_\_\_ (the "**Office**").
- B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in a program offered by Express under which Franchisee will have an option to opt out of the payroll services provided by Express with respect to the associates (the "**Independent Payroll Program**").
- C. In connection with Franchisee's participation in the Independent Payroll Program, Express and Franchisee wish to enter into this Independent Payroll Addendum to amend certain terms of the Franchise Agreement.
- D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

- 1. Our Duties. Section 4 of the Franchise Agreement, "Our Duties," shall be revised as follows:
  - 1.1 Section 4.1.(b) shall be deleted in its entirety and replaced with the following:
    - (b) *Arrange for insurance coverage as set out in the Manual, excluding Workers' Compensation insurance which shall be Your responsibility and at Your cost.*
  - 1.2 Sections 4.1.(f), 4.1.(j), and 4.1.(n) shall be deleted in their entirety and shall thereafter have no force or effect.
- 2. Your Duties. Section 5 of the Franchise Agreement, "Your Duties," shall be revised as follows:
  - 2.1 Sections 5.1.(i), 5.1.(o), 5.1.(r), and 5.1.(t) shall be deleted in their entirety and replaced with the following:
    - (i) *Develop, in good faith, all of Our services to the greatest extent possible. You agree to solicit available firms in the territory and furnish them with qualified associates on Your payroll as orders from firms are received and as We may direct and in connection therewith, and to furnish to Us all necessary payroll and billing*

*information and maintain records as may be required and directed by Us on forms provided for that purpose by Us.*

- (o) Submit, by Yourself or through Your Payroll Company (as defined below), all bills to clients for all associates furnished and instruct clients to remit payment directly to You or Your Payroll Company. You must use Your best efforts to collect bills in accordance with the policies and procedures in the Manual.*
- (r) You agree that You will, at Your own cost, defend and indemnify Us, and hold Us, Our predecessors and affiliate companies, and subsidiaries, successors, assigns and designees of each, harmless to the fullest extent permitted by law, for any claims, judgments, or liabilities of any contract that has not been approved by Us. You further indemnify Us from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether judgment is reached) or any settlement which actually or allegedly, directly or indirectly arises from any of the following:*

  - (i) Any element or Your operation of Your business or office, including but not limited to any acts or omissions by You or Your employees, associates, officers, directors, shareholders, owners, management, agents, representatives, or any third party, whether or not in connection with the franchised business; any claims of personal injury or death suffered by any client, applicant, visitor or employee of Your business; crimes committed on or near Your business or other facilities of Your business; or any claims for liability for services provided or products manufactured by third parties that are used, offered, or sold by You or Your business;*
  - (ii) Any claims by Your creditors;*
  - (iii) Any claims by or against You or any of Your employees, associates, officers, directors, shareholders, owners, management, agents or representatives, or any third party, or between or among themselves;*
  - (iv) Any claims of infringement or actual violation of any trademark or copyright, or other proprietary mark owned or controlled by third parties;*
  - (v) Any claims of libel, slander or any other form of defamation by You;*
  - (vi) Any claims or actual violations of any federal, state or local laws;*
  - (vii) Any claims by Your Payroll Company.*

- (t) *Be solely responsible for all operational expenses of Your business including, without limitation, payment of wages to Your full time staff and to Your associates, taxes, insurance, marketing/advertising, rent, telephone, and leased or rented equipment. You agree that You will not incur any obligations on Our behalf. You must pay Us or our Affiliates for any products and services (including fixtures, equipment and supplies) purchased in accordance with such payment and credit terms as may be established from time to time.*

2.2 Section 5 shall be further revised by the addition of the following:

- (aa) *You must employ a payroll processing company (the "Payroll Company") to process the payroll of Your associates, which company must be approved by Us. Prior to the engagement of the Payroll Company, You must from time to time upon Our request submit evidence of the Payroll Company's financial and operational capacity for review and approval by Us. You or the Payroll Company must from time to time upon Our request provide proof satisfactory to Us that a reserve fund has been established in such amount, as determined by Us, sufficient to cover Your estimated payroll expenses for the next three months on a rolling basis, with such bank and under such terms and conditions as approved by Us.*
- (bb) *You must administer all accounting and bookkeeping records concerning billings and accounts receivable.*
- (cc) *You must arrange for Workers' Compensation insurance for Your associates and for Your employees. You will not be eligible to participate in the Claim/Indemnity Plan established by Us.*

3. Structure of Payments. Section 7 of the Franchise Agreement, "Structure of Payments" shall be deleted in its entirety and replaced with the following:

*In consideration of the benefits derived by You in Your operation of the Express Employment Professionals business, the following sets forth the structure of payments.*

7.1 *For the purpose of this Agreement, the parties agree to the following defined terms:*

- (a) *"Temporary Staffing Billings" shall mean the total of all money and other things of value received on Your Temporary Staffing Services business conducted in accordance with this Agreement at the location specified, excluding bona fide discounts for promotional programs recommended by Us, client refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of said governmental authorities.*

- (b) *"Direct Hire Services Billings" shall mean the total of all money and other things of value received on Your Direct Hire Services business conducted in accordance with this Agreement at the location specified, excluding bona fide discounts for promotional programs recommended by Us, client refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of said governmental authorities.*
- (c) *"Total Billings" shall mean the total of Temporary Staffing Billings and Direct Hire Billings.*
- (d) *"Accounting Period" shall mean the period as designated by Us, which may be modified by Us from time to time in Our discretion upon written notice to You. As of the date of this Agreement, an Accounting Period shall mean a four- or five-week period as designated by Us.*

7.2. *For each Accounting Period during the term of this Agreement, You shall:*

- (a) *pay Us a "Royalty" equal eight percent (8%) of the Total Billings;*
- (b) *contribute two percent (2%) of the Total Billings to the Express Advertising/Marketing Fund (the "Marketing Fund Contribution"); and*
- (c) *submit a report to Us in writing (or electronically) containing such information and in such form as specified by Us (a "Periodic Report").*

7.3. *All payments and Periodic Reports required by Section 7.2 above based on the billings in the preceding Accounting Period shall be paid and submitted so as to be received by Us on or before tenth (10th) day of each Accounting Period.*

- (a) *If required by Us, You shall establish an arrangement (including executing such "Direct Debit Authorization" form as may be prescribed by Us) for electronic funds transfer or deposit of any payments required under this Section VII. You shall comply with the payment and reporting procedures specified by Us in the Manual.*
- (b) *You expressly acknowledge and agree that Your obligations for the full and timely payment of Royalties and Marketing Contributions (and all other amounts provided for in this Agreement) shall be absolute, unconditional, fully earned, and due upon Your generation and receipt of Flexible Staff Billings and Career Placement Billings (if applicable).*

- (c) *You shall not, for any reason, delay or withhold the payment of all or any part of those or any other payments due hereunder, put the same in escrow or set-off same against any claims or alleged claims You may allege against Us, the Express Advertising/Marketing Fund, or others.*
- (d) *You shall not subordinate to any other obligation Your obligation to pay Us the Royalty and/or any other fee or charge payable to Us, whether under this Agreement or otherwise.*
- (e) *Any payment or report not actually received by Us (or the Express Advertising/Marketing Fund) on or before such date shall be deemed overdue. If any payment is overdue, You shall pay Us, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the rate of one and one-half percent (1.5%) per month, but not more than the maximum rate permitted by applicable law. Entitlement to such interest shall be in addition to any other remedies We may have.*

7.4 *You must keep accurate business records as required by Us and utilize systems as may be developed by Us and maintain all records for a minimum of three (3) years. We have the right to inspect and audit Your accounts, books, records, and business and personal tax returns at all reasonable times to ensure that You are complying with the terms of this Agreement. If inspection discloses that Flexible Staff Billings and/or Career Placement Billings actually exceeded the amount submitted by You, You will pay the additional fees due plus interest at a rate of one and one-half percent (1.5%) per month from the due date plus a ten percent (10%) penalty on the unpaid amount, but not to exceed the maximum permitted by applicable law. If inspection discloses that Flexible Staff Billings and/or Career Placement Billings actually exceeded the amount submitted by You by an amount equal to three percent (3%) or more of the Flexible Staff Billings and/or Career Placement Billings originally reported to Us, You will bear the cost of inspection and audit. Acceptance by Us of interest and/or penalty payments due from You because of understatement by You of the aforementioned Flexible Staff Billings and/or Career Placement Billings shall not be considered a waiver of any of Our rights or remedies under this Agreement. Understatement of Flexible Staff Billings and/or Career Placement Billings by You shall be a material breach of this Agreement.*

- 4. Direct Hire Services. Section 8.2 of the Franchise Agreement shall be deleted in its entirety and shall thereafter have no force or effect.
- 5. Insurance. Section 11 of the Franchise Agreement, "Insurance," shall be deleted in its entirety and replaced with the following:

11.1. *Required Insurance*

- (a) *Upon taking possession of the business You will acquire and maintain in effect insurance of the types and in at least the amounts which may be prescribed from time to time in the Manual, and DISABILITY INSURANCE if required by applicable law:*
- (b) *You will name Us as an additional insured on the Property Insurance, Workers' Compensation, and Liability Insurance policies as it relates to the operation of the business only, and shall furnish Us with duplicate policies or certificates evidencing insurance in force as required before taking possession of the business. The policy or policies shall be written by an insurance company satisfactory to Us. All Your required insurance as it applies to Your indemnity of Us shall be considered primary to any insurance carried by Us.*

11.2. *WORKERS' COMPENSATION and EMPLOYER'S LIABILITY as required by State Statute for Your full-time personnel.*

- (a) *Under Section V, you have the duty to arrange Workers' Compensation to cover the associates that are paid by Your Payroll Company. You will name Us as an additional insured on the Workers' Compensation insurance policy.*
- (b) *You will pay the deposit premium and the earned premium required to maintain the coverage.*

6. Marketing/Advertising. Section 12.3 of the Franchise Agreement shall be deleted in its entirety and replaced with the following:

12.3. *You shall contribute two percent (2%) of the Total Billings to a national marketing/advertising fund denoted as the Express Marketing/Advertising Fund (Fund). See Section 7. STRUCTURE OF PAYMENTS.*

- (1) *We will deposit in a separate bank account denoted as the Express Marketing/Advertising Fund (Fund) all contributions received from You and other Express franchisees.*
- (b) *We will direct all marketing/advertising programs with sole discretion over the creative concepts, materials and media used in the programs. You acknowledge that the Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the franchise and that We and its designees undertake no obligation in administering the Fund to make expenditures for You which are equivalent or proportionate to Your contribution.*

- (c) *The Fund and all earnings shall be used exclusively to provide the reimbursement in Section 12.3(a) and to meet any and all costs of maintaining, administering, directing and preparing marketing/advertising. All sums paid by You to the Fund shall be maintained in a separate account from Our funds and shall not be used to defray any of Our general operating expenses, except for reasonable administrative costs and overhead, if any, as We may incur in activities reasonably related to the administration or direction of the Fund and marketing/advertising programs for You, including, without limitation, conducting market research, preparing marketing and marketing/advertising materials, and collecting and accounting for assessments for the Fund; and the Fund and its earnings shall not inure to Our benefit.*
- (d) *Although We intend the Fund to be of perpetual duration, We maintain the right to terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for marketing/advertising and promotional purposes.*
- (e) *You will have no interest in the Fund or in any of the monies from time to time held in the fund.*

7. Termination. Section 15 of the Franchise Agreement, "Termination," shall be revised as follows:

7.1 Section 15.3.(a)(i) shall be deleted in its entirety and replaced with the following:

- (2) *You fail to meet the Minimum Performance Standards as set forth below for two (2) consecutive quarters. Each franchised location will be expected to meet the Minimum Performance Standards, as follows:*
  - (a) *Open more than 12 months but less than 24 months: Total Billings of \$150,000 per quarter, which must include a minimum of \$125,000 in Flexible Staffing Billings.*
  - (b) *Open more than 24 months but less than 36 months: Total Billings of \$250,000 per quarter, which must include a minimum of \$225,000 in Flexible Staffing Billings.*
  - (c) *Open more than 36 months: Total Billings of \$350,000 per quarter, which must include a minimum of \$300,000 in Flexible Staffing Billings.*

*Failure to meet the minimum standards as set forth above for two (2) consecutive quarters will, at Our option, constitute a default under this Agreement.*

*We agree to notify You in writing of the occurrence of any event of default specified in this paragraph.*

7.2 Section 15 shall be further revised by the addition of the following:

(g). *If You and/or Your Payroll Company fail to timely pay associates, or fail to comply with any applicable federal, state, or local law relating to labor and employment matters.*

- 8. **Bonus.** Exhibit C of the Franchise Agreement shall be deleted in its entirety and shall thereafter have no force or effect. For the purpose of clarification, Franchisee is not entitled to any bonus or similar payments from Express.
- 9. **Transfer.** Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this Independent Payroll Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).
- 10. **Effect.** This Independent Payroll Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Independent Payroll Addendum, the terms of the Franchise Agreement shall remain the same. This Independent Payroll Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this Independent Payroll Addendum as of the date set forth above.

**Express Services, Inc.**

By: \_\_\_\_\_  
Printed  
Name: Russell C. Lissuzzo, II  
Title: Secretary

\_\_\_\_\_  
**Franchisee**

By: \_\_\_\_\_  
Printed  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXPRESS SERVICES, INC.**  
**NEW FRANCHISE INCENTIVE PROGRAM ADDENDUM TO FRANCHISE AGREEMENT**

**THIS New Franchise Incentive PROGRAM ADDENDUM** is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and \_\_\_\_\_ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the "**Franchise Agreement**") for an Express Employment Professionals Business located within the \_\_\_\_\_ territory (the "**Office**").

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' New Franchise Incentive Program.

C. In connection with Franchisee's participation in the New Franchise Incentive Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Partial Refund of the Initial Fee. In connection with Franchisee's participation in the New Franchise Incentive Program Express shall refund \$20,000.00 of the Initial Fee that Franchisee paid to Express under the Franchise Agreement if Franchisee's Office either bills at least sixteen (16) clients in one week or generates \$65,000 in Gross Margin or during the first twenty-six (26) weeks of operation. In addition, by achieving both of the requirements, We will refund the full \$40,000.

2. Transfer. Notwithstanding anything to the contrary in Section XIV (or other similar provisions) of the Franchise Agreement, the terms of this New Franchise Incentive Program Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

3. Effect. This New Franchise Incentive Program Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This New Franchise Incentive Program Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this New Franchise Incentive Program Addendum as of the date set forth above.

**Express Services, Inc.**

\_\_\_\_\_  
**Franchisee**

By: \_\_\_\_\_  
Printed  
Name: Russell C. Lissuzzo, II  
Title: Secretary

By: \_\_\_\_\_  
Printed  
Name:  
Title:

**ADDENDUM TO FRANCHISE  
AGREEMENT FOR EXTENDHR SERVICES**

THIS ADDENDUM TO FRANCHISE AGREEMENT FOR EXTENDHR SERVICES (this “Addendum”) is made and entered into effective as of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and among Express Services, Inc., a Colorado corporation (“Express”), ExtendHR, LLC, a Delaware limited liability company (“ExtendHR”), and \_\_\_\_\_ (“Franchisee”).

A. Express, through its subsidiary, ExtendHR, is now able to offer temporary staffing and related services (collectively, the “ExtendHR Services”) to clients located in the State of \_\_\_\_\_.

B. Franchisee is a franchisee of Express pursuant to that certain franchise agreement by and between Express and Franchisee dated \_\_\_\_\_ (the “Franchise Agreement”). Capitalized terms used but not defined herein shall have the meaning set forth in the Franchise Agreement.

C. Express and Franchisee desire to offer and provide the ExtendHR Services to clients located in Franchisee’s granted Territory as defined in the Franchise Agreement (the “Territory”) through ExtendHR, and the parties desire to memorialize certain agreements with respect to the ExtendHR Services offered and provided to clients located in Franchisee’s Territory through ExtendHR, subject to the terms and conditions set forth in this Addendum.

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. ExtendHR Services. Express and/or Franchisee shall be entitled to offer and provide the ExtendHR Services to clients located in Franchisee’s Territory (each a “Client” and collectively, the “Clients”) through ExtendHR, subject to the terms and conditions set forth in this Addendum. Franchisee agrees that Express, through ExtendHR, shall be permitted to offer and provide the ExtendHR Services in Franchisee’s Territory under the Franchise Agreement in accordance with the terms and conditions set forth in this Addendum.

2. Fees from ExtendHR Services. The fees paid by the Clients for the ExtendHR Services will be split between ExtendHR and Franchisee based on the Gross Margin percentages set forth in the Franchise Agreement. However, the Gross Margin for the ExtendHR Services (the “ExtendHR Gross Margin”) will not be calculated in the same manner in which the Gross Margin for temporary staffing services is calculated under the Franchise Agreement. The ExtendHR Gross Margin will be computed based on the fees paid by Clients for ExtendHR Services, less any and all expenses incurred by Express and/or ExtendHR in providing the ExtendHR Services (e.g., third-party payroll processing fees, VMS fees, costs of collection, associate benefit expenses, etc.) (the “ExtendHR Gross Margin Calculation Method”). The parties agree that the ExtendHR Gross Margin will be calculated using the ExtendHR Gross Margin Calculation Method. Any portion of the fees for ExtendHR Services payable to Express shall be deducted on a monthly basis as a line item from Franchisee’s portion of the Gross Margin payable to Franchisee under the Franchise Agreement.

3. Bonus Calculations. Each of Express and Franchisee acknowledge and agree that the ExtendHR Gross Margin amounts shall not be included for purposes of Franchisee’s bonus calculations, Circle of Excellence, or any other sales, gross margin, or other Express reward or bonus program.

4. Form of ExtendHR Services Agreement for Clients. In order for Franchisee to offer and provide ExtendHR Services to a Client, Franchisee must have the Client sign and deliver a services agreement in a form either (a) provided by Express or (b) reviewed and approved by Express prior to execution.

5. Term; Termination. The term of this Addendum shall continue for so long as Express, through ExtendHR, is willing and able to offer ExtendHR Services in Franchisee's Territory. If at any time Express makes the determination, in its sole discretion, to cease offering ExtendHR Services in Franchisee's Territory, or is unable to offer ExtendHR Services in Franchisee's Territory for any reason, this Addendum shall terminate immediately upon Express providing notice of such event to Franchisee, and following such termination Franchisee shall promptly take actions necessary to terminate any contracts for ExtendHR Services with a Client in accordance with the terms of such contracts.

6. Franchise Agreement; Full Force and Effect. In all respects, the Franchise Agreement remains in full force and effect and Express and Franchisee hereby reaffirm each and every representation, warranty, agreement, covenant and condition made in the Franchise Agreement as if and to the same extent as if made on the Effective Date.

7. No Assignment; Binding Effect. No party may assign its rights or delegate its duties under this Addendum without the prior written consent of the other parties. This Addendum shall be binding upon, and shall inure to the benefit of, Express, ExtendHR and Franchisee and their respective legal representatives, successors, and permitted assigns.

8. Amendment; Governing Law. The parties may modify this Addendum only by an amendment or another agreement in writing which is signed by the parties. This Addendum shall be governed by and construed in accordance with the laws of the State of Oklahoma.

9. Counterparts. This Addendum may be executed by the parties in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Counterparts may be delivered by facsimile or other electronic transmission and any such executed counterpart shall be deemed an original.

10. Agreement and Acceptance by Express and ExtendHR. This Addendum shall be deemed accepted, executed and delivered by Express and ExtendHR upon execution and delivery of this Addendum by Franchisee to Express.

This Addendum was executed and delivered as of the Effective Date.

**Express Services, Inc.**

By: \_\_\_\_\_  
Printed  
Name: Russell C. Lissuzzo, II  
Title: Secretary

\_\_\_\_\_  
**Franchisee**

By: \_\_\_\_\_  
Printed  
Name:  
Title:



EXHIBIT C  
PROMISSORY NOTE

## EXHIBIT C

### PROMISSORY NOTE

\$ \_\_\_\_\_, 20\_\_\_\_  
Oklahoma City, Oklahoma

For value received, \_\_\_\_\_, with a notice address of \_\_\_\_\_ (“Borrower”), promises to pay to the order of **EXPRESS SERVICES, INC.**, a Colorado corporation (“Lender”), having its principal office at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162, the principal sum of \_\_\_\_\_ together with interest thereon from \_\_\_\_\_ at a fixed annual rate of \_\_\_\_\_% per annum until paid in full.

**Payment Schedule.** Borrower shall pay principal and interest in 36 monthly installments of \_\_\_\_\_ beginning \_\_\_\_\_, 20\_\_\_\_ and on the same day of each month thereafter with the final payment of principal, accrued interest, fees and other charges owing to Lender due on the Maturity Date, as indicated on Exhibit A attached hereto. Borrower shall have the right to prepay this Note in whole at any time without premium or penalty, but with interest to the date of payment on the amount prepaid. Borrower agrees that the payments due on this note may be made by deduction from Borrower’s portion of Gross Margin or any other funds or credits in Lender’s possession. If Borrower’s portion of Gross Margin is insufficient to pay the monthly payment, Borrower will immediately pay the difference.

**Default.** At the option of Lender, the unpaid balance of this Note, and all other obligations of Borrower to Lender now existing or hereafter arising, shall become immediately due and payable without notice or demand on the occurrence or existence of any of the following events or conditions: (a) any payment required by this Note or any other note or obligation of Borrower to Lender or to others is not made when due; (b) any default occurs in the performance of any covenant, obligation, warranty or provision contained in this Note or any other note, commitment or obligation of Borrower to Lender, including without limitation, Borrower’s Franchise Agreement with Lender dated \_\_\_\_\_; (c) any warranty, representation, financial information or statement made or furnished to Lender by or on behalf of Borrower proves to have been false in any material respect when made or furnished; or (d) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law is commenced in respect to either Borrower.

**Attorney’s Fees.** Borrower agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the Lender’s rights hereunder, Borrower shall pay Lender’s reasonable attorney’s fees, together with all court costs and other expenses incurred and paid by Lender.

**Waivers by Borrower.** Borrower waives presentment for payment, protest and notice of nonpayment. Borrower consents to any extension of time (whether one or more) of payment hereof, any renewal (whether one or more) hereof, and any release of any party liable for payment of this obligation. Any such extension, renewal or release may be made without notice to such party and without discharging such party’s liability hereunder.

**Governing Law.** This Note is made under and governed by the laws of the State of Oklahoma.

**Waivers by Lender.** The failure of the Lender to exercise any of the remedies or options set forth in this Note shall not constitute a waiver of the right to exercise the same or any other remedy at any subsequent time in respect to the same or any other event of default. The acceptance by the Lender of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Lender.

**Compliance with Law.** Borrower and Lender intend and believe that each provision in this Note complies with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such provision shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable provision was not contained herein, and that the rights, obligations and interest of Borrower and Lender under the remainder of this Note shall continue in full force and effect.

**Lender's Records Evidence of Amount Owning.** The records of the Lender shall be prima facie evidence of the amount owing on this Note. This Note may be assigned by Lender without the prior consent of Borrower.

**Right of Set Off.** The Lender may set off against any and all amounts owed by the Borrower to the Lender pursuant to this Note, any and all amounts owed by the Lender to the Borrower in the form of Borrower's portion of Gross Margin, credits, entitlements or other, whether such amounts are owing pursuant to an agreement made between the Lender and the Borrower, a statute, the common law or otherwise. For greater certainty, the Borrower agrees that any payments due hereunder may be made by deduction from any amounts owed from time to time by the Lender to the Borrower, at the Lender's sole discretion.

The undersigned Borrower has executed this instrument effective the date set forth above.

BORROWER:

ENTITY \_\_\_\_\_

A/AN STATE/TYPE \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## PERSONAL GUARANTY

**THIS AGREEMENT** (the “Agreement”) is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, an individual, having a notice address at \_\_\_, (referred to in this Agreement as the “Guarantor”), in favor of Express Services, Inc., a Colorado corporation (“Lender”), having a notice address at 9701 Boardwalk Blvd Oklahoma City, OK 73162.

### W I T N E S S E T H:

**WHEREAS**, \_\_, a/an \_\_\_\_\_ [state type (*i.e.*, *Oklahoma limited liability company*)] (“Borrower”) is justly indebted to Lender in the sum of \_\_\_\_\_ with interest thereon, according to the terms of the Promissory Note of even date herewith (the “Note”) in the face amount of \$ \_\_\_\_\_ (the “Loan”);

**NOW, THEREFORE**, in consideration of the extension of the Loan by Lender to the Borrower and the benefits to be derived by Guarantor therefrom, it is agreed as follows:

1. Guarantor guarantees to Lender the absolute, complete and punctual performance of the agreements contained in the Note, including, without limitation, the payment of all principal and interest now or hereafter owing by the Borrower thereunder. Guarantor's obligation hereunder is an absolute, unconditional, continuing guaranty of payment and performance by the Borrower and will not terminate until the Borrower has paid in full all amounts owing to Lender and performed all of the Borrower's obligations under the Note.

2. Guarantor agrees that Guarantor's liability hereunder will not be released, reduced, impaired or affected by the occurrence of any one or more of the following events:

(i) Any renewal, extension, modification, rearrangement or assignment of the Note, either with or without notice to or consent of Guarantor, or any adjustment, indulgence, forbearance or compromise that may be granted or given by Lender to any party.

(ii) Any neglect, delay, omission, failure or refusal of Lender to take or prosecute any action in connection with any of the indebtedness of the Borrower to Lender.

(iii) Any failure of Lender to notify Guarantor of any renewal, extension, modification, rearrangement or assignment of the Loan guaranteed hereby, or any part thereof, or of any other action taken or refrained from being taken by Lender against the Borrower or any new agreement between Lender and the Borrower, it being understood that Lender shall not be required to give Guarantor any notice of any kind under any circumstances whatsoever with respect to or in connection with the Loan hereby guaranteed.

3. Lender may, at Lender's option, proceed to enforce this Agreement directly against Guarantor without first proceeding against the Borrower or any other person liable for payment or

performance under the Note, provided, however, that Guarantor shall be entitled to five (5) days' notice.

4. Except as provided in paragraph 3 of this Agreement, Guarantor hereby waives diligence, presentment, protest, notice of dishonor, demand for payment, notice of nonpayment or nonperformance, notice of acceptance of this Agreement and all other notices of any nature in connection with the exercise of Lender's rights under the Note or this Agreement. Performance by Guarantor hereunder will not entitle Guarantor to any payment by the Borrower under any claim for contribution, indemnification, subrogation or otherwise. Guarantor waives all rights to setoffs and counterclaims against Lender and agrees that any rights which Guarantor might now or hereafter hold against the Borrower will be subordinate, junior and inferior to all rights which Lender might now or hereafter hold against the Borrower.

5. Guarantor agrees that in any action brought to enforce this Agreement, Guarantor will pay to Lender the reasonable attorneys' fees, court costs and expenses incurred by Lender.

6. Nothing herein contained will limit Lender in exercising any rights held under the Note. In the event of any default under the Note or this Agreement, Lender will be entitled to selectively and successively enforce any one or more of the rights held by Lender and such action will not be deemed a waiver of any other right held by Lender. All of the remedies of Lender under this Agreement, or the Note are cumulative and not alternative.

7. This Agreement has been negotiated in Oklahoma City, Oklahoma County, Oklahoma, and is intended to be construed in accordance with the laws of the State of Oklahoma. Guarantor consents to the venue and jurisdiction of any state or federal court sitting in Oklahoma County, Oklahoma, in any action arising under this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect or application for any reason, such invalidity, illegality or unenforceability will not affect any other provisions herein contained and such other provisions will remain in full force and effect. This Agreement will be binding on Guarantor and all heirs, personal representatives, successors and assigns of Guarantor and will inure to the benefit of Lender and all successors and assigns of Lender. Guarantor consents to the assignment of all or any portion of the rights of Lender hereunder in connection with any assignment of the rights of Lender under the Note without notice to Guarantor. If this Agreement is executed by more than one person, each term herein contained will be jointly and severally binding on each such person. This Agreement cannot be amended except by an agreement in writing signed by Guarantor and Lender.

**IN WITNESS WHEREOF**, Guarantor has duly executed this Agreement effective as of the date first above written.

**“GUARANTOR”:**

\_\_\_\_\_, an individual





EXHIBIT D  
SAMPLE BONUS CHART

## SAMPLE BONUS QUALIFICATION SCHEDULE

To calculate your bonus on the table below:

1. Select your AAGM% or \$/hr. (whichever column is further to the right) at the top of the table.
2. Select you AGM\$ row from the left side of the table.
3. Your bonus % is found where the selected column and row intersect.

\$/Hour	3.98	4.06	4.19	4.29	4.40	4.53	4.64	4.87	5.08	5.31	5.53	5.76	5.97	6.19	6.41	6.65	6.86	7.08	7.30	7.55	7.75	7.96	8.20	8.41	
AAGM%	18.00%	18.50%	19.00%	19.50%	20.00%	20.50%	21.00%	22.00%	23.00%	24.00%	25.00%	26.00%	27.00%	28.00%	29.00%	30.00%	31.00%	32.00%	33.00%	34.00%	35.00%	36.00%	37.00%	38.00%	
AGM\$																									
927,600	0.20%	0.25%	0.30%	0.35%	0.40%	0.45%	0.50%	0.513%	0.525%	0.538%	0.550%	0.563%	0.575%	0.588%	0.600%	0.613%	0.625%	0.638%	0.650%	0.663%	0.675%	0.688%	0.700%	0.713%	
1,391,500	0.40%	0.50%	0.60%	0.70%	0.80%	0.90%	1.00%	1.025%	1.050%	1.075%	1.100%	1.125%	1.150%	1.175%	1.200%	1.225%	1.250%	1.275%	1.300%	1.325%	1.350%	1.375%	1.400%	1.425%	
1,854,600	0.60%	0.75%	0.90%	1.05%	1.20%	1.35%	1.50%	1.538%	1.575%	1.613%	1.650%	1.688%	1.725%	1.763%	1.800%	1.838%	1.875%	1.913%	1.950%	1.988%	2.025%	2.063%	2.100%	2.138%	
2,318,600	0.80%	1.00%	1.20%	1.40%	1.60%	1.80%	2.00%	2.050%	2.100%	2.150%	2.200%	2.250%	2.300%	2.350%	2.400%	2.450%	2.500%	2.550%	2.600%	2.650%	2.700%	2.750%	2.800%	2.850%	
2,782,200	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	2.563%	2.625%	2.688%	2.750%	2.813%	2.875%	2.938%	3.000%	3.063%	3.125%	3.188%	3.250%	3.313%	3.375%	3.438%	3.500%	3.563%	
3,246,400	1.20%	1.50%	1.80%	2.10%	2.40%	2.70%	3.00%	3.075%	3.150%	3.225%	3.300%	3.375%	3.450%	3.525%	3.600%	3.675%	3.750%	3.825%	3.900%	3.975%	4.050%	4.125%	4.200%	4.275%	
3,710,300	1.40%	1.75%	2.10%	2.45%	2.80%	3.15%	3.50%	3.588%	3.675%	3.763%	3.850%	3.938%	4.025%	4.113%	4.200%	4.288%	4.375%	4.463%	4.550%	4.638%	4.725%	4.813%	4.900%	4.988%	
4,174,000	1.60%	2.00%	2.40%	2.80%	3.20%	3.60%	4.00%	4.100%	4.200%	4.300%	4.400%	4.500%	4.600%	4.700%	4.800%	4.900%	5.000%	5.100%	5.200%	5.300%	5.400%	5.500%	5.600%	5.700%	
4,637,600	1.80%	2.25%	2.70%	3.15%	3.60%	4.05%	4.50%	4.613%	4.725%	4.838%	4.950%	5.063%	5.175%	5.288%	5.400%	5.513%	5.625%	5.738%	5.850%	5.963%	6.075%	6.188%	6.300%	6.413%	
5,101,600	2.00%	2.50%	3.00%	3.50%	4.00%	4.50%	5.00%	5.125%	5.250%	5.375%	5.500%	5.625%	5.750%	5.875%	6.000%	6.125%	6.250%	6.375%	6.500%	6.625%	6.750%	6.875%	7.000%	7.125%	
5,565,100	2.20%	2.75%	3.30%	3.85%	4.40%	4.95%	5.50%	5.638%	5.775%	5.913%	6.050%	6.188%	6.325%	6.463%	6.600%	6.738%	6.875%	7.013%	7.150%	7.288%	7.425%	7.563%	7.700%	7.838%	
6,029,000	2.40%	3.00%	3.60%	4.20%	4.80%	5.40%	6.00%	6.150%	6.300%	6.450%	6.600%	6.750%	6.900%	7.050%	7.200%	7.350%	7.500%	7.650%	7.800%	7.950%	8.100%	8.250%	8.400%	8.550%	
6,493,000	2.60%	3.25%	3.90%	4.55%	5.20%	5.85%	6.50%	6.663%	6.825%	6.988%	7.150%	7.313%	7.475%	7.638%	7.800%	7.963%	8.125%	8.288%	8.450%	8.613%	8.775%	8.938%	9.100%	9.263%	
6,957,000	2.80%	3.50%	4.20%	4.90%	5.60%	6.30%	7.00%	7.175%	7.350%	7.525%	7.700%	7.875%	8.050%	8.225%	8.400%	8.575%	8.750%	8.925%	9.100%	9.275%	9.450%	9.625%	9.800%	9.975%	
7,421,000	3.00%	3.75%	4.50%	5.25%	6.00%	6.75%	7.50%	7.688%	7.875%	8.063%	8.250%	8.438%	8.625%	8.813%	9.000%	9.188%	9.375%	9.563%	9.750%	9.938%	10.000%	10.000%	10.000%	10.000%	
7,885,000	3.20%	4.00%	4.80%	5.60%	6.40%	7.20%	8.00%	8.200%	8.400%	8.600%	8.800%	9.000%	9.200%	9.400%	9.600%	9.800%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	
8,349,000	3.40%	4.25%	5.10%	5.95%	6.80%	7.65%	8.50%	8.713%	8.925%	9.138%	9.350%	9.563%	9.775%	9.988%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	
8,813,000	3.60%	4.50%	5.40%	6.30%	7.20%	8.10%	9.00%	9.225%	9.450%	9.675%	9.900%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	
9,277,000	3.80%	4.75%	5.70%	6.65%	7.60%	8.55%	9.50%	9.738%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	
9,741,000	4.00%	5.00%	6.00%	7.00%	8.00%	9.00%	10.00%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	

The resulting Bonus Qualification will be paid to You within thirty (30) days after the close of Our fiscal year end. The AGM \$ and \$/Hour amounts in the above chart will be adjusted annually in accordance with the increase in the Consumer Price Index.



EXHIBIT E  
LIST OF STATE ADMINISTRATORS

## EXHIBIT E

### LIST OF STATE ADMINISTRATORS

We intend to register this Disclosure Document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

<b>CALIFORNIA</b> Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (213) 876-7500 (866) 275-2677	<b>NEW YORK</b> Bureau of Investor Protection and Securities New York State Department of Law 28 Liberty Street, 21 <sup>st</sup> Floor New York, New York 10005 (212) 416-8211
<b>HAWAII</b> Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Regulation Division Securities Compliance Branch P. O. Box 40 Honolulu, Hawaii 96813 (808) 586-2722	<b>NORTH DAKOTA</b> North Dakota Department of Securities 600 Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505 (701) 328-2929
<b>ILLINOIS</b> Franchise Bureau Office of Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	<b>RHODE ISLAND</b> Department of Business Regulation John O. Pastore Center Bldg. 69, First Floor 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
<b>INDIANA</b> Secretary of State Securities Division 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	<b>SOUTH DAKOTA</b> Division of Insurance and Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
<b>MARYLAND</b> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	<b>VIRGINIA</b> Director, Securities and Retail Franchising Div. State Corporation Commission 1300 East Main Street, 9 <sup>th</sup> Floor Richmond, Virginia 23219 (804) 371-9051
<b>MICHIGAN</b> Consumer Protection Div., Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117	<b>WASHINGTON</b> Department of Financial Institutions General Administration Building Securities Division – 3 <sup>rd</sup> Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
<b>MINNESOTA</b> Commissioner of Commerce Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, Minnesota 55101 (651) 296-4026	<b>WISCONSIN</b> Administrator, Division of Securities State of Wisconsin Department of Financial Institutions 4822 Madison Yards Way Madison, Wisconsin 53705 (608) 261-9555



EXHIBIT F  
AGENTS FOR SERVICE OF PROCESS

## EXHIBIT F

### AGENTS FOR SERVICE OF PROCESS

We intend to register this Disclosure Document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following agents as our agents for service of process in these states:

<p><b>CALIFORNIA</b> Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (866) 275-2677 CT Corporation System 818 West Seventh Street, Suite 930 Los Angeles, California 90017</p>	<p><b>MARYLAND</b> Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360  The Corporation Trust Incorporated 2405 York Rd., Suite 201 Lutherville Timonium, Maryland 21093-2264</p>
<p><b>HAWAII</b> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722  The Corporation Company, Inc. 1136 Union Mall, Suite 301 Honolulu, Hawaii 96813</p>	<p><b>MICHIGAN</b> Consumer Protection Div., Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, Michigan 48913 (517) 373-7117  The Corporation Company 40600 Ann Arbor Road East, Suite 201 Plymouth, Michigan 48170-4675</p>
<p><b>ILLINOIS</b> Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465  CT Corporation System (Chicago) 208 S. LaSalle Street, Suite 814 Chicago, Illinois 60604</p>	<p><b>MINNESOTA</b> Commissioner of Commerce 85 7<sup>th</sup> Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500  CT Corporation System 1010 Dale Street North Saint Paul, Minnesota 55117-5603</p>
<p><b>INDIANA</b> Indiana Secretary of State 201 State House Indianapolis, Indiana 46204 (317) 232-6681  CT Corporation System 150 West Market Street, Suite 800 Indianapolis, Indiana 46204</p>	<p><b>NEW YORK</b> New York State Department of State Division of Corporations Second Floor 41 State Street Albany, New York 12231  CT Corporation System 28 Liberty Street New York, New York 10005</p>
<p><b>NORTH DAKOTA</b> North Dakota Department of Securities 600 Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505 (701) 224-4712  CT Corporation System 120 West Sweet Avenue Bismarck, North Dakota 58504</p>	<p><b>VIRGINIA</b> Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9733  CT Corporation System 4701 Cox Road, Suite 285 Glen Allen, Virginia 23060-6802</p>

<p><b>RHODE ISLAND</b>  Director of Department of Business Regulation  John O. Pastore Center  Bldg. 69, First Floor  1511 Pontiac Avenue  Cranston, Rhode Island  (401) 277-3048</p> <p>CT Corporation System  450 Veterans Memorial Parkway, Suite 7A  East Providence, Rhode Island 02914</p>	<p><b>WASHINGTON</b>  Director of Department of Financial Institutions  General Administration Building  Securities Division – 3rd Floor West  150 Israel Road S.W.  Tumwater, Washington 98501  (360) 902-8760</p> <p>CT Corporation System  711 Capitol Way South, Suite 204  Olympia, Washington 98501</p>
<p><b>SOUTH DAKOTA</b>  Division of Insurance and Securities Regulation  124 South Euclid, Suite 104  Pierre, South Dakota 57501  (605) 773-3563</p> <p>CT Corporation System  319 South Coteau Street  Pierre, South Dakota 57501</p>	<p><b>WISCONSIN</b>  Administrator Division of Securities  State of Wisconsin Department of Financial  Institutions  822 Madison Yards Way  Madison, Wisconsin 53705  (608) 261-0448</p> <p>CT Corporation System  301 South Bedford Street, Suite 1  Madison, WI 53703</p>



EXHIBIT G  
LIST OF CURRENT/FORMER FRANCHISEES  
AND  
COMPANY-OWNED OFFICES



**LIST OF CURRENT FRANCHISEES  
(As Of December 31, 2023)**

	Location	Owners	Address 1	City	State	Zip Code	Phone
<b>ALABAMA</b>							
1	Auburn, AL	Jason Poole and Daphney Jones	2436 East University Drive, Suite 2203-04	Auburn	AL	36830	(334) 246-3910
2	Baldwin County, AL	Chris and Angela Ashcraft	20210 State Highway 59, Suite 3	Summerdale	AL	36580	(251) 989-5500
3	Birmingham, AL (North)	Daniel and Ellen Morgan	1108 East Park Drive	Birmingham	AL	35235	(205) 547-2849
4	Birmingham, AL (South)	Bruce and Beth Gouin and Alex Gouin	200 Cahaba Park Circle, Suite 130	Birmingham	AL	35242	(205) 981-1141
5	Birmingham, AL (West)	Daniel and Ellen Morgan	2108 Rocky Ridge Road	Hoover	AL	35216	(205) 610-8260
6	Decatur, AL	Kim Whitworth and Richard Shirkness	607 Church Street NE, Suite C	Decatur	AL	35601	(256) 822-1000
7	Dothan, AL	Ashley Johnson	3702 Ross Clark Circle, Suite 3	Dothan	AL	36303	(334) 671-1315
8	Florence, AL	Wes and Adrienne Minyard	853 Florence Boulevard	Florence	AL	35630	(256) 415-7070
9	Huntsville, AL	Elizabeth and Inge Beeker and Nick Vickerson	900 Bob Wallace Avenue, Suite 106	Huntsville	AL	35801	(256) 721-5627
10	Mobile, AL	Chris and Angela Ashcraft	3662 Dauphin Street, Suite B	Mobile	AL	36608	(251) 476-8210
11	Montgomery, AL	Will Cobb	5729 Carmichael Parkway	Montgomery	AL	36117	(334) 651-0772
12	Tuscaloosa, AL	Elizabeth and Inge Beeker	2818 Lurleen B Wallace Boulevard	Northport	AL	35476	(205) 758-0080
<b>ARIZONA</b>							
1	Chandler, AZ *	Bill Stoller, Heather Cordova, and Jenny McCallum	1005 South Arizona Avenue, Suite 10	Chandler	AZ	85248	(480) 222-4500
2	Mesa, AZ *	Bill Stoller, Aubrey Stark, and Jenny McCallum	849 North Dobson Road, Suite 107	Mesa	AZ	85201	(480) 820-3700
3	Peoria, AZ *	Bill Stoller, Richard North, and Jenny McCallum	8345 West Thunderbird Road, Suite B-107	Peoria	AZ	85381	(623) 889-2800
4	Phoenix, AZ (Central) *	Bill Stoller and Jenny McCallum	4001 North 3rd Street, Suite 440	Phoenix	AZ	85012	(480) 404-8417
5	Phoenix, AZ (SE) *	Bill Stoller and Jenny McCallum	4501 East Thomas Road, #106	Phoenix	AZ	85018	(602) 955-9955
6	Phoenix, AZ (South) *	Bill Stoller, Daria Orozco and Jenny McCallum	3230 East Broadway Road, Suite B-110	Phoenix	AZ	85040	(602) 458-9500
7	Scottsdale, AZ *	Bill Stoller, Blake Quinlan, and Jenny McCallum	15227 North 87th Street, Unit 115	Scottsdale	AZ	85260	(480) 355-3100
8	Tempe, AZ *	Bill Stoller, Timothy Young, and Jenny McCallum	1342 West Warner Road, Suite 102	Tempe	AZ	85284	(480) 413-1200
9	Tucson, AZ (South)	Bryan Maach	6451 South Country Club, Suite 101	Tucson	AZ	85706	(520) 807-4800
<b>ARKANSAS</b>							
1	Conway, AR	David and Carey McClain	721 Front Street	Conway	AR	72032	(501) 358-5080
2	Fort Smith, AR *	Bob Funk and Scott Davis	6301 Highway 45, Suite D	Fort Smith	AR	72916	(479) 452-6400
	Bentonville, AR *	Also Owned by Bob Funk and Scott Davis	2905 South Walton Boulevard, Suite 13	Bentonville	AR	72712	(479) 319-4811
	Siloam Springs, AR *	Also Owned by Bob Funk and Scott Davis	801 US Highway 412 West, Suite C	Siloam Springs	AR	72761	(479) 373-1888
	Springdale, AR *	Also Owned by Bob Funk and Scott Davis	1333 Arapaho, Suite D1	Springdale	AR	72764	(479) 756-1255
3	Hot Springs, AR	Neal and Rhonda Harrington	1702 Malvern Avenue, Suite B	Hot Springs	AR	71901	(501) 520-0333
4	Jonesboro, AR	Scott and Meredith Holden	2510 East Nettleton, Suite 2	Jonesboro	AR	72401	(870) 910-5627
	Paragould, AR	Also Owned by Scott and Meredith Holden	2307 Linwood Drive	Paragould	AR	72450	(870) 236-4888

**LIST OF CURRENT FRANCHISEES**  
**(As Of December 31, 2023)**

	<b>Location</b>	<b>Owners</b>	<b>Address 1</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone</b>
5	Little Rock, AR *	Bob Funk and Scott Davis	11825 Hinson Road, Suite 102	Little Rock	AR	72212	(501) 221-9800
6	Pine Bluff, AR	John Lawson	2600 South Olive Street	Pine Bluff	AR	71601	(870) 535-3330
	Stuttgart, AR	Also Owned by John Lawson	1904 S. Main Street, Suite 1	Stuttgart	AR	72160	(870) 672-4568
7	Russellville, AR *	Bob Funk and Scott Davis	700 East Main Complex, Suite 18	Russellville	AR	72801	(479) 967-7070
8	Texarkana, AR	Joey Martin	4323 Jefferson Avenue	Texarkana	AR	71854	(870) 773-1313
<b>CALIFORNIA</b>							
1	Anaheim, CA (North)	Jim Barden	3810 East La Palma Avenue, Suite A	Anaheim	CA	92807	(714) 399-0951
2	Anaheim, CA (South)	Holly and Bill Dunn	101 East Lincoln Avenue, Suite 125	Anaheim	CA	92805	(714) 617-1812
3	Arroyo Grande, CA	Jim and Rochelle McCarty	260 South Halcyon Road	Arroyo Grande	CA	93420	(805) 349-7200
4	Bakersfield, CA	Tony Odisho and Tania Noghli	1400 Chester Avenue, Suite H	Bakersfield	CA	93301	(661) 395-0395
5	Chico, CA	Ed and Jeannie Tierney and Nou Vang	60 Independence Circle, Suite 103	Chico	CA	95973	(530) 898-0688
	Oroville, CA	Also Owned by Ed and Jeannie Tierney and Nou Vang	2351 Washington Avenue #B	Oroville	CA	95966	
6	Chino-Upland, CA	Carlos and Veronica Pineda	12345 Mountain Avenue, Suite Z	Chino	CA	91710	(909) 308-0879
7	Chula Vista, CA	Jon and Ana Noceda	730 H Street, Suite 3	Chula Vista	CA	91910	(619) 452-2300
8	Concord, CA	Shellie Seyer	5356 Clayton Road, Suite 101B	Concord	CA	94521	(925) 676-6600
9	Costa Mesa, CA	Natasha Weidemann	2961 West MacArthur Boulevard, Suite 216	Santa Ana	CA	92704	(714) 676-5198
10	Covina, CA	Anne Woods and Abigail Zapata	599 South Barranca Avenue, Penthouse Suite	Covina	CA	91723	(626) 339-2200
11	Downey, CA	Jeffry Glover	9901 Paramount Boulevard, Suite 120	Downey	CA	90240	(323) 909-5206
12	Dublin, CA	Raj Mohan	6841 Village Parkway	Dublin	CA	95468	(925) 905-9929
13	Eureka, CA	Nathan and Shelley Nilsen	14 West Wabash Avenue	Eureka	CA	95501	(707) 268-1866
14	Fairfield, CA	Kelli Courson and Debbie Friedrich	1411 Oliver Road, Suite 100	Fairfield	CA	94534	(707) 863-8200
	Vacaville, CA	Also Owned by Kelli Courson and Debbie Friedrich	1411 Oliver Road, Suite 101	Fairfield	CA	94534	(707) 446-2150
15	Fremont, CA	Raj Chellani	39510 Paseo Padre Parkway, Suite 350	Fremont	CA	94538	(510) 358-2353
16	Fresno, CA (East)	Kris Brokaw-Martin and Tony Martin	7411 North Cedar, Suite 101	Fresno	CA	93720	(559) 738-7822
17	Fresno, CA (West)	Kris Brokaw Martin and Tony Martin	7411 North Cedar, Suite 101	Fresno	CA	93720	(559) 738-7822
18	Glendale, CA	Kim Guard	1209 North Central Avenue, Suite 200	Glendale	CA	91202	(818) 507-8579
19	Irvine, CA	Mitch and Vivian Atkinson	13700 Alton Parkway, Suite 156	Irvine	CA	92618	(949) 583-7400
20	La Mirada, CA	Frank and Amana Valencia	6709 Greenleaf Avenue, Suite 202	Whittier	CA	90601	(562) 693-5111
21	Laguna Hills, CA	Kamran and Mina Kalani	23181 Verdugo Drive, Suite 104-B	Laguna Hills	CA	92653	(949) 556-3359
22	LAX, CA	Anarissa Cachila	13658 Hawthorne Boulevard, Suite 103	Hawthorne	CA	90250	(310) 414-3100
23	Long Beach, CA	Kendra and Michael Branton	3299 East Hill Street, Suite 303	Signal Hill	CA	90755	(562) 472-1040

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	<b>Location</b>	<b>Owners</b>	<b>Address 1</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone</b>
24	Modesto, CA	Aman Sandhu	300 Banner Court, Suite 2	Modesto	CA	95356	(209) 522-1574
25	Montebello, CA	Frank and Amana Valencia	1433 North Montebello Boulevard	Montebello	CA	90640	(323) 593-4100
26	Monterey County, CA	Paul and Mary Weyant	45 West Alisal Street	Salinas	CA	93901	(831) 920-1857
27	Moreno Valley, CA	Ramon Marogi	1760 Chicago Avenue, Unit J-19	Riverside	CA	92507	(951) 405-8181
28	Morgan Hill, CA	Sondra Tawfik	18640 Sutter Boulevard, Suite 400	Morgan Hill	CA	95037	(408) 778-0729
29	North Los Angeles, CA	Shane Somerville	412 West Colorado Street, Unit B	Glendale	CA	91204	(818) 937-0900
30	Oxnard, CA	Neil McMillan	2371 East Vineyard Avenue, Suite B	Oxnard	CA	93036	(805) 973-1870
31	Palmdale, CA	Yvonne Rockwell	1008 W Avenue M14, Suite E	Palmdale	CA	93551	(661) 349-7771
32	Rancho Cucamonga, CA	Donna Gonzales	9521 Business Center Drive, Suite 101	Rancho Cucamonga	CA	91730	(909) 484-4366
33	Red Bluff, CA	Lisa and Randy Hansen and Gerald Peters	243 South Main Street	Red Bluff	CA	96080	(530) 527-0727
34	Redding, CA	Sean Sharp	2697 Victor Avenue, Suite B	Redding	CA	96002	(530) 221-7044
	Yreka, CA	Also Owned by Sean Sharp	1217 South Main Street, Suite C	Yreka	CA	96097	(530) 842-9911
35	Richmond, CA	Tracy and Peter Dempsey	2970 Hilltop Mall Road, Suite 102	Richmond	CA	94806	(510) 662-5100
36	Riverside-Corona, CA	Palbinder Badesha	555 Queensland Circle, Unit 102	Corona	CA	92879	(951) 272-6946
37	Roseville, CA	Tina and Tom Williams	5701 Lonetree Boulevard, Suite 302	Rocklin	CA	95765	(916) 781-0177
38	Sacramento, CA (NE)	Tina and Tom Williams and Rachel French	2255 Watt Avenue, Suite 50	Sacramento	CA	95825	(916) 485-6923
39	Sacramento, CA (NW)	Tina and Tom Williams	3835 North Freeway Boulevard, Suite 150	Sacramento	CA	95834	(916) 922-5627
40	Sacramento, CA (South)	Tina and Tom Williams	1100 Corporate Way, Suite 190	Sacramento	CA	95831	(916) 431-7670
41	San Bernardino, CA	Donna Gonzales	1894 Commercenter West Drive, Suite 200	San Bernardino	CA	92408	(909) 253-0377
42	San Diego, CA	Suzanne and John Weede	5414 Oberlin Drive, Suite 110	San Diego	CA	92121	(858) 784-3676
43	San Diego, CA (Downtown)	Sunny and Shalini Ahuja	3160 Camino Del Rio South, Suite 202	San Diego	CA	92108	(619) 281-1000
44	San Diego, CA (East)	Jon and Ana Noceda	7670 Opportunity Road, Suite 105	San Diego	CA	92111	(619) 202-0405
45	San Diego, CA (North)	Justin Olps and Darrell Olps	1800 Thibodo Road, Suite 100	Vista	CA	92081	(760) 643-0165
46	San Jose, CA	Bill and Linda Neufeld	1798 Technology Drive, Suite 139	San Jose	CA	95110	(408) 378-2700
47	San Marcos, CA	Justin Olps and Darrell Olps	324 State Place	Escondido	CA	92078	(760) 752-5100
48	San Rafael, CA	Eric Helser	38 Mitchell Boulevard	San Rafael	CA	94903	(415) 472-5400
49	Santa Clarita, CA	Yvonne Rockwell	28159 Avenue Stanford, Suite 110	Santa Clarita	CA	91355	(661) 775-2570
50	Santa Cruz, CA	Lauren Dembski and Kim Phillips	9000 Soquel Avenue, Suite 102	Santa Cruz	CA	95062	(831) 462-1202
51	Santa Rosa, CA	Shellie Seyer and Jayson Phoebus	2200 Range Avenue, Suite 106	Santa Rosa	CA	95403	(707) 595-1781
52	South Pasadena, CA	Ben and Hanna Rogers	709 Fremont Avenue, Suite A	South Pasadena	CA	91030	(626) 844-3562
53	South San Francisco, CA	Fredy Tamraz	90 South Spruce Avenue, Suite S	South San Francisco	CA	94080	(650) 491-0005

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54	Stockton, CA	Tina and Tom Williams and Alexandra Castello	1151 West Robinhood Drive, Suite A-1	Stockton	CA	95207	(209) 956-5668
55	Thousand Oaks, CA	Neil McMillan	600 Hampshire Road, Suite 100	Thousand Oaks	CA	91361	(805) 418-1111
56	Torrance, CA	Larry Halvorsen	22939 Hawthorne Boulevard, Suite 104	Torrance	CA	90505	(310) 923-7580
57	Tracy, CA	Nanet Jacobs	324 East 11th Street, Suite G-2	Tracy	CA	95376	(209) 835-2000
58	Turlock, CA	Nanet Jacobs	2350 West Monte Vista Avenue	Turlock	CA	95382	(209) 668-5830
59	Van Nuys, CA	David Taavon	7241 Lankershim Boulevard, Suite A	North Hollywood	CA	91605	(818) 332-1622
60	Visalia, CA	Kris Brokaw-Martin and Tony Martin	4002 South Demaree, Suite B	Visalia	CA	93277	(559) 738-7822
61	West Hills, CA	Suzette Oppenheim and Bob Nudelman	6700 Fallbrook Avenue, Suite 220	West Hills	CA	91307	(818) 992-9070
62	Woodland, CA	Cody and Cameron Haymore	250 West Main Street, Suite 200	Woodland	CA	95695	(530) 668-9675
63	Yuba City, CA	Tina and Tom Williams and Nicole Rogers	870 West Onstott Frontage Road, Suite E	Yuba City	CA	95991	(530) 671-9202
<b>COLORADO</b>							
1	Aurora, CO	Judy Akerson and Eric Akerson	13696 E. Alameda Avenue, #A	Aurora	CO	80012	(303) 361-6894
2	Centennial, CO	Dan and Melissa Kastanek	12200 East Briarwood Avenue, Suite 148	Centennial	CO	80112	(303) 768-0800
3	Colorado Springs, CO (North) *	Bill Stoller, Suzanne Acevedo and Jenny McCallum	1234 East Woodmen Road, Suite 110	Colorado Springs	CO	80920	(719) 266-9980
4	Colorado Springs, CO (South)	Jan Bonham and Blair Burns	2360 South Academy Boulevard	Colorado Springs	CO	80916	(719) 390-1300
5	Denver, CO (Downtown) *	Bill Stoller, Troy McLeland and Jenny McCallum	900 North Grant Street, Suite 120	Denver	CO	80203	(303) 861-9100
6	Durango, CO	Robert Whitson	321 South Camino Del Rio, Suite M	Durango	CO	81303	(970) 403-8780
7	Fort Collins, CO	Dina and Dave Overholt and Ridge Overholt	2850 McClelland Drive, Suite 1100	Fort Collins	CO	80525	(970) 226-4300
8	Grand Junction, CO	Nina Anderson	725 Pitkin Avenue	Grand Junction	CO	81501	(970) 242-4500
9	Greeley, CO	Kathy Egan and Rebecca Egan	2711 West 10th Street	Greeley	CO	80634	(970) 353-8430
10	Lakewood, CO *	Bill Stoller and Jenny McCallum	651 Garrison Street, Suite 100	Lakewood	CO	80215	(303) 238-3500
11	Littleton, CO	Brian and Rhonda Lord	1709 West Littleton Boulevard	Littleton	CO	80120	(303) 347-2400
12	Longmont/Boulder, CO	Todd and Janet Isaacson	275 South Main Street, Suite 200	Longmont	CO	80501	(303) 678-1608
13	Northglenn, CO	Ben Hackett	11684 North Huron Street, Suite 105	Northglenn	CO	80234	(303) 421-2800
14	Pueblo, CO	Renee and Eric Carson and Derrick Martinez	734 West 6th Street	Pueblo	CO	81003	(719) 545-9120
<b>CONNECTICUT</b>							
1	Danbury, CT	Karina Parr and Foster Burnett	11 Lake Avenue Extension, Suite 1B	Danbury	CT	06811	(203) 730-2800
2	Fairfield, CT	Brian Markham	1495 Black Rock Turnpike	Fairfield	CT	06825	(203) 368-3334
3	Meriden, CT	Jay Diaz	1501 East Main Street, Suite 102	Meriden	CT	06450	(203) 235-5627
4	North Haven, CT	Lisa Stockwell	30 Washington Avenue	North Haven	CT	06473	(203) 234-2954
5	Shelton, CT	Steve and Christine Schwartz	1077 Bridgeport Avenue, Suite 101	Shelton	CT	06484	(203) 929-5627

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6	Torrington-Bristol, CT	Jim Borghoff	17 Main Street	Torrington	CT	06790	(860) 482-5627
7	Windsor-Hartford, CT	Dwight Hahn	340 Broad Street, Suite 208	Windsor	CT	06095	(860) 683-2425
<b>DELAWARE</b>							
1	Dover-Middletown, DE	Tracy Thompson	665 South Carter Road, Suite 3	Smyrna	DE	19977	(302) 659-2121
2	New Castle, DE	Dave and Tobey Rodier	610 West Basin Road, Suite 100	New Castle	DE	19720	(302) 324-0140
<b>FLORIDA</b>							
1	Boca Raton-Delray Beach, FL	Sandra Alincy	15127 Jog Road, Suite 212	Delray Beach	FL	33446	(561) 770-7978
2	Bradenton, FL	Shannon Padgett and Brian Oeller	5895 53rd Avenue East	Bradenton	FL	34203	(941) 753-0034
3	Brandon, FL	Jason Poole and Joy Esqueda	626 Bloomingdale East Avenue	Brandon	FL	33511	(813) 502-6955
4	Broward County, FL (South)	Grace Sanchez and Carlos Vigil	6846 Stirling Road	Hollywood	FL	33024	(954) 251-1944
5	Brownsville-Hialeah, FL **	Elizabeth and Inge Beeker and Rick Clementz	Not Yet Open	Hialeah	FL		
6	Clearwater, FL	Ken and Diane Frazer	1500 North McMullen Booth Road, Suite A3	Clearwater	FL	33759	(727) 712-0607
7	Clermont, FL	Tonya and Tommy Jewell	365 Citrus Tower Boulevard, Suite 110	Clermont	FL	34711	(407) 374-5149
8	Daytona, FL	Bill Brown	927 Beville Road, Suite 3	South Daytona	FL	32119	(386) 492-7346
9	Emerald Coast, FL	Chris and Angela Ashcraft and Mary Berry	410 Government Avenue, Suite E and F	Valparaiso	FL	32580	(850) 500-5627
10	Fort Lauderdale, FL	Carl and Jean Goetz and Carla Goetz	6336 North Powerline Road	Fort Lauderdale	FL	33309	(954) 721-2429
11	Fort Myers, FL	Tom Jobin	7370 College Parkway, Suite 304	Fort Myers	FL	33907	(239) 277-9675
12	Gainesville, FL	Jason Carr	4400 Northwest 36th Avenue	Gainesville	FL	32606	(352) 519-5244
13	Jacksonville, FL (NE)	Diego and Alejandra Lejwa	3740 Saint Johns Bluff Road South, Suite 7	Jacksonville	FL	32224	(904) 800-2933
14	Jacksonville, FL (SE)	Mike Brady	9143 Philips Highway, Suite 150	Jacksonville	FL	32256	(904) 551-7503
15	Jacksonville, FL (West)	Mike Brady	195 Blanding Boulevard, Suite B	Orange Park	FL	32073	(904) 644-7017
16	Lake City, FL	Matthew and Amy Smith	471 Southwest State Road 247, Suite 111	Lake City	FL	32025	(386) 269-1055
17	Lakeland, FL	Richard and Lynn Yoerk, Cody and Sarah Alterman	1805 US Highway 98 South, Suite A & C	Lakeland	FL	33801	(863) 535-1318
18	Melbourne, FL	Sanjay and Jeeta Saxena	397 North Wickham Road, Suite 102	Melbourne	FL	32935	(321) 722-2807
19	Miami, FL (Doral-Hialeah Gardens)	Vicki Perez	3625 Northwest 82nd Avenue, Suite 314	Doral	FL	33166	(305) 418-8462
20	Miami, FL (Metro)	Elizabeth and Inge Beeker and Rick Clementz	4300 Biscayne Boulevard, Suite 302B	Miami	FL	33137	(786) 780-2970
21	Miami-Dade, FL (North)	Elizabeth and Inge Beeker and Rick Clementz	16010 Northwest 57th Avenue, Suite 112	Miami Lakes	FL	33014	(305) 364-0700
22	Miami-Dade, FL (South)	Jorge Costas	10491 North Kendall Drive, Suite F-202	Miami	FL	33176	(786) 323-6813
23	Naples, FL	Mai Vang	3358 Woods Edge Circle, Suite 102	Bonita Springs	FL	34134	(239) 498-5000
24	Ocala, FL	Randall Camp and Brian Ballard	1005 SW 10th Street	Ocala	FL	34474	(352) 867-8055
25	Orlando, FL	David and Lisa Sellari	2411 Sand Lake Road	Orlando	FL	32809	(407) 240-7633

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26	Orlando, FL (West)	David and Lisa Sellari	4307 Vineland Road, Suite H13A	Orlando	FL	32811	(407) 240-7633
27	Pasco-Hernando, FL	Tim McClain	6645 Ridge Road	Port Richey	FL	34668	(727) 376-8891
28	Pensacola, FL	Charles Bockwith and Melissa Speaker	7100 Plantation Road, Suite 4	Pensacola	FL	32504	(850) 494-1776
29	Port Charlotte, FL	Daniel Mahoney	2394 Tamiami Trail	Port Charlotte	FL	33952	(941) 629-2611
30	Saint Petersburg, FL	Amy and Richard Reinert and Nicholas Borgiel	4326 Park Boulevard, Suite E	Pinellas Park	FL	33781	(727) 479-0679
31	Sarasota, FL	Josephine Carr	965 University Parkway, Suite 103	Sarasota	FL	34234	(941) 946-8600
32	Seminole County, FL	Jerry Costigan and Jon Pequignot	348 West Lake Mary Boulevard	Sanford	FL	32773	(407) 268-6867
33	Tallahassee, FL	Angela and Chris Ashcraft	1660 North Monroe Street, Unit 5	Tallahassee	FL	32303	(850) 270-0047
34	Tampa, FL (Downtown)	John Tieche	9720 Princess Palm Avenue, Suite 122	Tampa	FL	33619	(813) 448-6590
35	Tampa, FL (NE)	Jason Poole, Chad Purdy, Mollie Carraghan, A Cline	12814 North 56th Street	Tampa	FL	33617	(813) 514-1771
36	Tampa, FL (NW)	John Tieche	5431 Beaumont Center Boulevard, Suite 1125	Tampa	FL	33634	(813) 969-3339
37	Treasure Coast, FL (Port St. Lucie)	Mike and Lee England	900 East Prima Vista Boulevard, Suite 100	Port Saint Lucie	FL	34952	(772) 212-7479
38	West Palm Beach, FL	Daniel Morgan and Paul Rumberger	2540 Metrocentre Boulevard, Suite 3	West Palm Beach	FL	33407	(561) 471-8285

**GEORGIA**

1	Alpharetta, GA	Joe Bieser	6230 Shiloh Road, Suite 130	Alpharetta	GA	30005	(678) 461-7600
2	Athens, GA	John Culpepper	824 Hawthorne Avenue	Athens	GA	30606	(706) 548-0625
	Braselton, GA	Also Owned by John Culpepper	115 Towne Center Parkway, Suite 105	Hoschton	GA	30548	(706) 684-0394
	Covington, GA	Also Owned by John Culpepper	10232 Industrial Boulevard Northeast	Covington	GA	30014	(678) 342-8244
3	Atlanta, GA (Buckhead)	Bill and Abigail Curvino	3565 Piedmont Center Northeast	Atlanta	GA	30305	(404) 467-2455
4	Atlanta, GA (Midtown)	Rondale White	910 Church Street, Suite 203	Decatur	GA	30030	(678) 515-3799
5	Atlanta, GA (NE)	Eric and Deide Watson	3301 Buckeye Road, Suite 510	Atlanta	GA	30341	(404) 929-7177
6	Atlanta, GA (NW)	Mohsin Afridi, Zee Taher, and Shaan Afridi	2675 Paces Ferry Road, Suite 300	Atlanta	GA	30339	(770) 303-0099
7	Atlanta, GA (Perimeter)	Annaliza Polaco and William Hulsizer	1853 Peeler Road, Suite C	Dunwoody	GA	30338	(470) 545-1087
8	Atlanta, GA (SW)	Loretta and Tim Brinson	1003 Virginia Avenue, Suite 107	Hapeville	GA	30354	(770) 809-1188
9	Augusta, GA	Zack Daffin	808 Greene Street, Suite 100	Augusta	GA	30901	(706) 364-4473
10	Brunswick, GA	Samantha and Bryan Griffis	650 Scranton Road, Suite M	Brunswick	GA	31520	(912) 280-0700
11	Carrollton, GA	Amanda Stewart and Gloria and Robert Stewart	123 Columbia Drive, Suite B	Carrollton	GA	30117	(770) 834-5078
12	Cartersville, GA	Zee Taher	30 Slopes Drive	Cartersville	GA	30120	(470) 322-5672
13	Dalton, GA	Brad Hake	708 South Glenwood Avenue, Suite 301	Dalton	GA	30721	(706) 529-9177
14	Gainesville, GA	Tim Christy	322 Oak Street, Suite 5	Gainesville	GA	30501	(678) 780-3000
15	Griffin, GA	Brian Mezei	1327 West Taylor Street	Griffin	GA	30223	(770) 227-9103
16	LaGrange, GA	Chris and Angela Ashcraft	209 Ridley Avenue, Suite A	La Grange	GA	30240	(706) 884-9003

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17	Lawrenceville, GA	John Culpepper	1695 Duluth Highway, Suite A	Lawrenceville	GA	30043	(678) 475-1010
18	Marietta, GA	Chad McCartney	1395 South Marietta Parkway, Suite 214	Marietta	GA	30067	(404) 496-5211
19	McDonough, GA	Brian Mezei	1141 Meredith Park Drive	McDonough	GA	30253	(770) 957-0919
20	Newnan, GA	Larry Shaffer	8 Amlajack Boulevard	Newnan	GA	30265	(770) 253-0133
21	Savannah, GA	Benny Sanchez, Celia Smith, Daniel Morgan, Keeli Boyce	2 Park of Commerce Boulevard, Suite I	Savannah	GA	31405	(912) 232-9800
22	Valdosta, GA	Tripp Templeton	1900 Gornito Road, Suite F	Valdosta	GA	31602	(229) 293-0030
23	Warner Robins, GA	Steve and Rachel Norris	524 South Houston Lake Drive, Suite H	Warner Robins	GA	31088	(478) 333-6400
24	Woodstock, GA	Bland Odell	107 Mountain Brook Drive, Suite 100	Canton	GA	30115	(770) 928-8786
<b>HAWAII</b>							
1	Honolulu, HI	Chad Higa and Lisa and Les Daijo	1130 North Nimitz Highway, Suite A135	Honolulu	HI	96817	(808) 525-5225
2	Pearl City, HI	Lisa and Les Daijo and Chad Higa	945 Kamehameha Highway, Unit 5	Pearl City	HI	96782	(808) 525-5225
<b>IDAHO</b>							
1	Boise, ID	Doug Haneborg	9390 West Overland Road	Boise	ID	83709	(208) 343-7552
	Caldwell, ID	Also Owned by Doug Haneborg	5720 East Cleveland Boulevard, Suite 107	Caldwell	ID	83607	(208) 454-1076
	Fruitland, ID	Also Owned by Doug Haneborg	211 North Whitley, Suite 2	Fruitland	ID	83619	(208) 452-4864
2	Coeur d'Alene, ID	Jessica Bauman and Roger and Peggy DeHaan	2834 North Ramsey Road, Suite 104	Coeur d'Alene	ID	83815	(208) 667-5627
3	Idaho Falls, ID	Jarom Hepworth	203 North Holmes Avenue	Idaho Falls	ID	83401	(208) 757-6970
4	Lewiston, ID	Ryan and Tiffany Kettleson	624 Bryden Avenue	Lewiston	ID	83501	(208) 743-6507
5	Pocatello, ID	Kari and Richard Bull	850 North 5th Avenue	Pocatello	ID	83201	(208) 232-1040
<b>ILLINOIS</b>							
1	Bloomington, IL	Jim & Carole Britton, JT Britton, Kayla Edwards, Zac Britton	2203 East Empire Street, Suite 1	Bloomington	IL	61704	(309) 662-6922
2	Brookfield, IL	Elizabeth McCormack	9100 Ogden, Suite A	Brookfield	IL	60513	(708) 485-4855
3	Carbondale, IL	Greg and Jamie Cottom	1301 West Main Street	Carbondale	IL	62901	(618) 457-1001
4	Carol Stream, IL	Abdul Khan	964 Army Trail Road	Carol Stream	IL	60188	(630) 517-3807
5	Champaign, IL	Richard and Lynn Yoerk	1001 North Mattis Avenue	Champaign	IL	61821	(217) 355-8500
	Rantoul, IL	Also Owned by Richard and Lynn Yoerk	200 North Turner Drive	Rantoul	IL	61866	(217) 892-4000
	Urbana, IL	Also Owned by Richard and Lynn Yoerk	400 North Broadway Avenue	Urbana	IL	61801	(217) 560-7370
6	Chicago (Hyde Park), IL	Michelle Wimberly	229 East 51st Street	Chicago	IL	60615	(773) 966-7059
7	Chicago, IL	Bob Ryan	5617 North Milwaukee Avenue	Chicago	IL	60646	(773) 775-5656
8	Crystal Lake, IL	Terri and Tom Greeno and Leslie Laemont	580 East Terra Cotta Avenue	Crystal Lake	IL	60014	(815) 788-8556
9	Danville, IL	Richard and Lynn Yoerk and Shannon Risken	3160 North Vermilion Street	Danville	IL	61832	(217) 703-4156
10	Decatur, IL	Lee Best and Brian Lockwood	655 West Pershing Road	Decatur	IL	62526	(217) 872-7400

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11	DeKalb, IL	Kelly Gillespie	1812 Sycamore Road, Unit B	DeKalb	IL	60115	(815) 986-9373
12	Edwardsville, IL	Marc and Diana Voegelé	20 Junction Drive West	Glen Carbon	IL	62034	(618) 288-8011
13	Elk Grove Village, IL	Greg and Anna Geissenberger	1221 Landmeier Road, Second Floor	Elk Grove	IL	60007	(847) 301-9500
14	Fairview Heights, IL	Marc and Diana Voegelé	314 Fountains Parkway, Suite B	Fairview Heights	IL	62208	(618) 726-2140
15	Jacksonville, IL	Jim & Carole Britton, JT Britton, Kayla Edwards, Zac Britton	301 West Morton Avenue, Suite 104	Jacksonville	IL	62650	(217) 245-5700
16	Joliet, IL	Juan and Martha Perez	Schedule to Open August 2024	Joliet	IL		
17	Kankakee, IL	Brian Choquette	265 Stebbings Court, Suite 2	Bradley	IL	60915	(815) 215-8400
18	Libertyville, IL	Daina Bowman and Erika Waehler	836 South Milwaukee Avenue	Libertyville	IL	60048	(847) 816-8422
19	Lombard, IL	Dru Trivedi and Maulik Patel	477 East Butterfield Road, Suite 100	Lombard	IL	60148	(630) 493-0000
20	Mattoon, IL	Diane Rieck and James Rieck	616 Charleston Avenue	Mattoon	IL	61938	(217) 234-2211
	Effingham, IL	Also Owned by Diane Rieck and James Rieck	813 North 3rd Street, Unit 1	Effingham	IL	62401	(217) 347-2224
21	Mokena, IL	Brian Choquette	10110 West 191st Street	Mokena	IL	60448	(708) 390-0282
22	Moline, IL	Mike Schaul, Matt Timmerman, Shea Ricketts, L Han	4433 Avenue of the Cities	Moline	IL	61265	(309) 601-1600
23	Naperville, IL	Dru Trivedi and Maulik Patel	1815 West Diehl Road, Suite 300	Naperville	IL	60563	(630) 983-5400
24	North Aurora, IL	Carolyn Chiovino	1135 Oak Street	North Aurora	IL	60542	(630) 429-9113
25	North Kane County, IL	Terri and Tom Greeno and Leslie Laemont	750 South 8th Street	West Dundee	IL	60118	(847) 426-0404
26	Northbrook, IL	Diana Garcia	869 Sanders Road	Northbrook	IL	60062	(847) 739-2500
27	Oak Lawn, IL	Linda Wong	4710 West 95th Street, Unit A7	Oak Lawn	IL	60453	(708) 843-8383
28	Ottawa, IL	Richard and Lynn Yoerk and Jacob and Alicia Meseke	2711 North Columbus Street	Ottawa	IL	61350	(815) 306-0250
29	Peoria, IL	Cindy Neal	4111 N. Prospect Road, Suite 3	Peoria Heights	IL	61616	(309) 682-2888
30	Rockford, IL	Matt Giebel	2477 Eastrock Drive	Rockford	IL	61108	(815) 708-0991
31	Rolling Meadows, IL	Greg and Anna Geissenberger	3501 Algonquin Road, Suite 170	Rolling Meadows	IL	60008	(847) 394-1142
32	South Holland, IL	Louis and Vernita Williams	1820 Ridge Road, Suite 307	Homewood	IL	60430	(708) 825-1688
33	Springfield, IL	Jim & Carole Britton, JT Britton, Kayla Edwards, Zac Britton	3000 Professional Drive	Springfield	IL	62703	(217) 528-3000
34	Waukegan, IL	Lucy Torres	2728 Grand Avenue	Waukegan	IL	60085	(847) 782-7268
<b>INDIANA</b>							
1	Anderson-Muncie, IN	Nate Miller	406 East McGalliard Road	Muncie	IN	47303	(765) 287-5844
2	Auburn, IN	Norm and Cathy Robertson & Mike and Sarah Stevens	1100 West 7th Street	Auburn	IN	46706	(260) 582-4240
3	Bloomington, IN	Dean Roller and Tim Tucker	333 East Winslow Road	Bloomington	IN	47401	(812) 333-6210
4	Columbus, IN	Mike and Kelly Heffner and Phill Powell	2451 West Jonathan Moore Pike	Columbus	IN	47201	(812) 376-2425



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	Location	Owners	Address 1	City	State	Zip Code	Phone
5	Elkhart, IN	Norm and Cathy Robertson & Mike and Sarah Stevens	201 County Road 17	Elkhart	IN	46516	(574) 293-1500
6	Evansville, IN	Richard Yoerk, Dean Roller, and Tim Tucker	1100 Lincoln Avenue	Evansville	IN	47714	(812) 401-5454
7	Fishers, IN (Indianapolis North)	Lee and Shannon Wenninger	7259 Fishers Landing Drive	Fishers	IN	46038	(317) 596-9370
8	Fort Wayne, IN	Kristi Nixon and Tasha Otte	1133 South Clinton Street	Fort Wayne	IN	46802	(260) 470-9300
9	Huntington, IN	Kristi Nixon and Tasha Otte	2916 Walmart Drive	Huntington	IN	46750	(260) 225-3910
	Marion, IN	Also Owned by Kristi Nixon and Tasha Otte	1301 S. Baldwin Street, Uite 101	Marion	IN	46953	(756) 566-7018
10	Indianapolis, IN	Dave and Eunice Kehlor	6233 Corporate Drive	Indianapolis	IN	46278	(317) 297-2341
11	Indianapolis, IN (East)	Scott and Emily Makinson	5702 East 71st Street	Indianapolis	IN	46220	(317) 251-3608
12	Indianapolis, IN (South)	Mike and Kelly Heffner and Phill Powell	201 South Emerson Avenue, Suite 110	Greenwood	IN	46143	(317) 888-5700
13	Lafayette, IN	Chuck and Kathy Fish	2200 Scott Street	Lafayette	IN	47904	(765) 449-5200
14	Lebanon, IN	Dave and Eunice Kehlor	650 South State Road 39	Lebanon	IN	46052	(765) 483-0673
15	New Albany, IN	Robert and Renee Price	3423 Grant Line Road	New Albany	IN	47150	(812) 944-1600
16	Rensselaer, IN	Chuck and Kathy Fish	207 West Washington Street	Rensselaer	IN	47978	(219) 964-4222
17	Schererville, IN	Alyssa Chumbley	132 East US Highway 30	Schererville	IN	46375	(219) 515-2585
18	South Bend, IN (Mishawaka)	Norm and Cathy Robertson	2206 Lincolnway East	Mishawaka	IN	46544	(574) 259-1518
19	Terre Haute, IN	Aaron and Anita Crane	2229 South Third Street	Terre Haute	IN	47802	(812) 232-9090
20	Valparaiso, IN	Alyssa Chumbley	332 West US Highway 30, Suite C	Valparaiso	IN	46385	(219) 465-1868
21	Warsaw, IN	Norm & Cathy Robertson, Mike and Sarah Stevens	2610 Sheldon Street	Warsaw	IN	46582	(574) 267-6760
<b>IOWA</b>							
1	Ames, IA	Katy McMahon	1110 Buckeye Avenue	Ames	IA	50010	(515) 233-5933
2	Cedar Rapids, IA	Michele and Jon Oswood	120 3rd Avenue Southwest, Suite 1	Cedar Rapids	IA	52404	(319) 363-3345
3	Council Bluffs, IA	Jim and Pam Myers	1720 North 16th Street, Suite H	Council Bluffs	IA	51501	(712) 256-6970
4	Davenport, IA	Mike Schaul, Matt Timmerman, Shea Ricketts, L Hann	171 East 46th Street	Davenport	IA	52806	(563) 583-1600
5	Des Moines, IA (East)	Michele and Jon Oswood and Katy McMahon	4560 Fleur Drive	Des Moines	IA	50321	(515) 287-2350
6	Des Moines, IA (West)	Mike Schaul, Matt Timmerman, and Madelyn Jantsch	1801 Grand Avenue	West Des Moines	IA	50265	(515) 706-1600
7	Dubuque, IA	Mike Schaul and Matt Timmerman	1701 John F Kennedy	Dubuque	IA	52002	(563) 583-1600
	Platteville, WI	Also Owned by Mike Schaul and Matt Timmerman	220 South Water Street	Platteville	WI	53818	(608) 348-9200
8	Mason City, IA	Holly Eichmann	1411 4th Street Southwest	Mason City	IA	50401	(641) 423-5613
9	Waterloo, IA	Mike Schaul and Matt Timmerman	2320 University Avenue	Waterloo	IA	50701	(319) 277-6603
<b>KANSAS</b>							
1	Derby, KS *	Bob Funk and Cindy Fairchild	620 North Baltimore, Suite C	Derby	KS	67037	(316) 524-5621

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	<b>Location</b>	<b>Owners</b>	<b>Address 1</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone</b>
2	Dodge City, KS	Levi Julian	100 Military Avenue, Suite 121	Dodge City	KS	67801	(620) 371-2097
3	Hutchinson, KS	Levi Julian	25 West 2nd	Hutchinson	KS	67501	(620) 259-8990
4	Independence, KS	Mark and Kym Kays	2009 North Penn	Independence	KS	67301	(620) 331-6200
5	Kansas City, KS (Shawnee)	Trevor and Hannah Curtis	6431 Quivira Road	Shawnee	KS	66216	(913) 248-3259
6	Lawrence, KS	Kate Chinn	1000 Iowa Street	Lawrence	KS	66044	(785) 749-7550
7	Manhattan, KS	Cindy and Jonny Heath	900 Hayes Drive, Suite D	Manhattan	KS	66502	(785) 776-6700
8	Olathe, KS	Trevor and Hannah Curtis	12705 South Mur-Len Road, Suite A8	Olathe	KS	66062	(913) 829-4200
9	Salina, KS	Phillip and Lisa Heath	2326 Planet Avenue	Salina	KS	67401	(785) 825-4545
10	Topeka, KS	Diana Ramirez	5633 Southwest 21st Street	Topeka	KS	66604	(785) 267-2773
	Emporia, KS	Also Owned by Diana Ramirez	1803 West 6th Avenue	Emporia	KS	66801	(620) 208-7767
11	Wichita, KS (North) *	Bob Funk and Cindy Fairchild	8015 East Peachtree Lane	Wichita	KS	67207	(316) 858-1800
<b>KENTUCKY</b>							
1	Bowling Green, KY	Rhonda Choate and Ashleigh Wilkerson	1649 Scottsville Road, Suite A	Bowling Green	KY	42104	(270) 746-0509
	Franklin, KY	Also Owned by Rhonda Choate and Ashleigh Wilkerson	613 South Main Street, Unit C	Franklin	KY	42134	(270) 586-6052
	Glasgow, KY	Also Owned by Rhonda Choate and Ashleigh Wilkerson	102 Physicians Boulevard	Glasgow	KY	42141	(270) 629-6801
2	Elizabethtown, KY	Ernest and Beth Pardue	935 North Mulberry Street	Elizabethtown	KY	42701	(270) 737-4724
3	Florence, KY	Paul Ruch	8459 US 42, Suite B	Florence	KY	41042	(859) 525-7722
4	Georgetown, KY	Patrick Cashman	1571 Paris Pike	Georgetown	KY	40324	(502) 413-6999
5	Harrodsburg, KY	Ernest and Beth Pardue and Daniel Cline	1028 North College Street, Suite 11	Harrodsburg	KY	40330	(859) 592-5961
6	Lexington, KY	Laura Mobley-Corn	154 Patchen Drive, Suite 89	Lexington	KY	40517	(859) 971-1011
7	Louisville, KY (SE)	Ernest and Beth Pardue and Daniel Cline	4245 Outer Loop	Louisville	KY	40219	(502) 261-1187
8	Louisville, KY (West)	Robert and Renee Price	4919 C Dixie Highway	Louisville	KY	40216	(502) 449-6000
9	Owensboro, KY	Charlene Salpietra	1900 Triplett Street	Owensboro	KY	42303	(270) 240-5511
10	Paducah, KY	Jake Milam	2809 Lone Oak Road	Paducah	KY	42003	(270) 208-0202
11	Richmond, KY	Arshad Hussain	2150 Lexington Road, Suite F	Richmond	KY	40475	(859) 624-5627
12	Shelby County, KY	Ernest and Beth Pardue and Daniel Cline	6908 Shelbyville Road	Simpsonville	KY	40067	(502) 205-0040
<b>LOUISIANA</b>							
1	Alexandria, LA	Seth Landry	3601 North Boulevard, Suite B	Alexandria	LA	71301	(318) 224-4244
2	Baton Rouge, LA	Jason Poole	3888 South Sherwood Forest Boulevard, Suite J-1	Baton Rouge	LA	70816	(225) 926-5627
3	Baton Rouge, LA (Downtown)	Rebecca and Mark Herbst	855 North Boulevard	Baton Rouge	LA	70802	(225) 448-0130
4	Covington, LA	Melissa Elliott	100 Louis Prima Drive	Covington	LA	70433	(985) 809-9696

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5	Gonzales, LA	Amy Velez	1021 North Airline Highway	Gonzales	LA	70737	(225) 644-9675
6	Lafayette, LA	Arica and Ian Prejean	135 North Domingue Avenue	Lafayette	LA	70506	(337) 896-6066
7	Metairie, LA	Jason Poole	701 David Drive, Suite A	Metairie	LA	70003	(504) 733-0000
8	Monroe, LA	Jay Mulhern	2289 Louisville Avenue	Monroe	LA	71201	(318) 537-9399
9	New Orleans, LA	Chris Carden	1000 South Jefferson Davis Parkway	New Orleans	LA	70125	(504) 484-0494
10	Shreveport, LA	Blake and Kristi Wren	406 Turtle Creek Drive, Suite A	Shreveport	LA	71115	(318) 226-8777
<b>MARYLAND</b>							
1	Annapolis, MD	Rick Purcell	2530 Riva Road, Suite 304	Annapolis	MD	21401	(410) 571-0440
2	Baltimore, MD (East)	Christine and Robert Bell	1103 North Pointe Boulevard, Suite 425	Baltimore	MD	21224	(410) 288-7900
3	Columbia, MD	Jim and Gavin Craig	7120 Minstrel Way, Suite 102	Columbia	MD	21045	(410) 312-7700
4	Easton, MD	Mary Ellen and Scott Carter	29466 Pintail Drive, Unit 1	Easton	MD	21601	(410) 820-8888
	Salisbury, MD	Also Owned by MaryEllen and Scott Carter	119 Naylor Mill Road, Suite 5	Salisbury	MD	21801	(410) 860-8888
5	Frederick, MD **	Rajani Shrivastava and Sanjeev Mathur	Not Yet Open	Frederick	MD		
6	Owings Mills, MD	Gwen and Ralph Johnson	10461 Mill Run Circle, Suite 820	Owings Mills	MD	21117	(410) 998-9500
7	Rockville, MD	Alan Sbarra	9211 Corporate Boulevard, Suite 220	Rockville	MD	20850	(240) 347-0688
8	Timonium, MD	Stephen Enoch	1615 York Road, Suite 303	Lutherville	MD	21093	(410) 616-9678
<b>MASSACHUSETTS</b>							
1	Acton, MA	Sara Epsztein, Michel and Francoise Epsztein	1740 Massachusetts Avenue, Suite I	Boxborough	MA	01719	(978) 221-2561
2	Andover, MA	John Dickey	451 Andover Street, Suite 330	North Andover	MA	01845	(781) 245-4110
3	Braintree, MA	Monica Horan	100 Grandview Road, Suite 216	Braintree	MA	02184	(781) 848-2324
4	Chelsea, MA	John Dickey	146 Broadway	Chelsea	MA	02150	(617) 466-1939
5	Lowell, MA	Ross Capobianco	229 Billerica Road, Unit 5	Chelmsford	MA	01824	(978) 256-1101
6	Newton, MA	Adam Goddess	396 Watertown Street	Newton	MA	02458	(857) 240-3747
7	Norwood, MA	Fortunato Mendes	85 Astor Avenue, Suite 4	Norwood	MA	02062	(781) 206-8976
8	Springfield, MA	Andrea Przybyla	430 Main Street, Suite 108	Agawam	MA	01001	(413) 264-0043
9	Taunton-Fall River, MA	Susan McNamara	705 Myles Standish Boulevard, Suite 2A-First Floor	Taunton	MA	02780	(774) 501-1692
10	Waltham-Framingham, MA	David Berman	326 Washington Street, Annex Building, 2nd Floor	Wellesley Hills	MA	02481	(781) 446-6970
11	Worcester, MA	Steve Leduc	1241 Main Street, Suite 5	Worcester	MA	01603	(774) 420-2824
<b>MICHIGAN</b>							
1	Ann Arbor, MI	Derek Ilich	2750 South State Street, Suite 4	Ann Arbor	MI	48104	(734) 929-5093
2	Battle Creek, MI	Brian DeKraker	2550 Capital Avenue SW, Suite 160	Battle Creek	MI	49015	(269) 441-8313
	Jonesville, MI	Also Owned by Brian DeKraker	747 Olds Street	Jonesville	MI	49250	(269) 203-2449

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	Location	Owners	Address 1	City	State	Zip Code	Phone
3	Clinton Township, MI	Bob Thomas and Julie LaFrance	19181 15 Mile Road, Unit A	Clinton Township	MI	48038	(586) 783-5300
4	Dearborn, MI	Reggie Kaji	2727 South Telegraph Road	Dearborn	MI	48124	(313) 265-2999
5	Detroit, MI	Cintha and Eric Jorgensen	15050 East Jefferson Avenue, Suite 103	Grosse Pointe Park	MI	48230	(313) 678-9880
6	Farmington Hills, MI	Rod and Lynn Coburn	37457 Schoolcraft Road	Livonia	MI	48150	(248) 474-5000
7	Flint, MI	Jason Kishmish and Jonathan Zoma	910 South Center Road	Flint	MI	48503	(810) 265-7155
8	Grand Rapids, MI	Janis Petrini and David Robb	1760 44th Street Southwest, Suite 10	Wyoming	MI	49519	(616) 281-0611
9	Holland-Muskegon, MI	Peggy Jacobs, Rob Jacobs, and Miranda Jacobs	660 Chicago Drive, Suite 20	Holland	MI	49423	(616) 499-2199
	Muskegon, MI	Also Owned by Peggy Jacobs, Rob Jacobs, and Miranda Jacobs	1848 East Sherman Boulevard	Muskegon	MI	49442	(231) 739-6390
10	Howell, MI	Reggie Kaji and Jason Kishmish	2160 Grand River Annex, Suite 200	Brighton	MI	48114	(517) 546-5627
11	Kalamazoo, MI	Heath Muzslay	3321 Stadium Drive, Suite D	Kalamazoo	MI	49008	(269) 353-7113
12	Keego Harbor, MI	Antoinette and George Habbouche, Amanda Habbouche, Elodie He	3080 Orchard Lake Road, Suite A	Keego Harbor	MI	48320	(248) 745-5876
	Wixom, MI	Also Owned by Antoinette and George Habbouche, Amanda Habbouche, Eloie Hen	305 North Pontiac Trail	Walled Lake	MI	49390	(248) 960-9767
13	Lansing, MI	Lisa Young	1429 West Saginaw Street, Suite 120	East Lansing	MI	48823	(517) 272-4670
14	Monroe, MI	Reggie Kaji	1121 North Telegraph Road	Monroe	MI	48162	(734) 437-5455
	Tecumseh, MI	Also Owned by Reggie Kaji	101 West Chicago Boulevard, Suite 170	Tecumseh	MI	49286	(517) 662-3755
15	Rochester Hills, MI	Bob Thomas and Julie LaFrance	811 South Boulevard East, Suite 210	Rochester Hills	MI	48307	(248) 243-3000
16	Roseville, MI	Chris and Christine Raymond	16236 13 Mile Road	Roseville	MI	48066	(586) 779-5090
17	Royal Oak, MI	Jacob Krause and Steven Davis	410 Cambridge Road	Royal Oak	MI	48067	(248) 545-7377
18	Saginaw, MI	John Zoma and Jason Kishmish	5140 State Street, Suite 205	Saginaw	MI	48603	(989) 832-6994
19	Saint Joseph, MI	Ryan Smith and Afiya Latham	4070 Red Arrow Highway	Saint Joseph	MI	49085	(269) 408-1980
20	Troy, MI	Bob Thomas and Julie LaFrance	811 South Boulevard East, Suite 210	Rochester Hills	MI	48307	(586) 566-8009
21	Westland, MI	Rod and Lynn Coburn and Jessica Klug	10874 Beech Daly Road	Taylor	MI	48180	(734) 728-9800
<b>MINNESOTA</b>							
1	Brainerd/Grand Rapids, MN	Jon Obrecht	102 Northeast 3rd Street, Suite 100	Grand Rapids	MN	55744	(218) 624-4416
2	Brooklyn Park, MN	Greg Poirier	8500 Edinbrook Parkway, Suite E	Brooklyn Park	MN	55443	(763) 571-1107
3	Chanhassen, MN	Eric Ronning	2679 West 78th Street	Chanhassen	MN	55317	(952) 448-3653
	Albertville, MN	Also Owned by Eric Ronning	11011 61st Street Northeast, Suite 125	Albertville	MN	55301	(952) 448-3653
4	Eagan, MN	Jim and Jolynn Johnson	1266 Lone Oak Road	Eagan	MN	55121	(952) 915-2000
5	Edina, MN	Jim and Jolynn Johnson	5151 Edina Industrial Boulevard, Suite 100	Edina	MN	55439	(952) 915-2000
6	Forest Lake, MN	Luke Sodergren and Karl Amlie	1500 South Lake Street, Suite 100	Forest Lake	MN	55025	(651) 464-9995
7	Hopkins, MN	Karen Elfstrand	821 Main Street	Hopkins	MN	55343	(952) 933-1116

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	Location	Owners	Address 1	City	State	Zip Code	Phone
8	Lakeville, MN	Glenn and Katy Starfield and Stephanie Kruger	8275 210th Street West	Lakeville	MN	55044	(952) 469-5112
	Savage, MN	Also Owned by Glenn and Kathryn Starfield and Stephanie Kruger	8718 Egan Drive	Savage	MN	55378	(952) 469-5112
9	Mankato, MN	Shaila Savitry Moody	113 Monroe Avenue	North Mankato	MN	56003	(507) 387-5620
10	Maple Grove, MN	Luke Sodergren, Charity Dreaawes, Monica Wright, Karl Amlie,	11220 86th Avenue North	Maple Grove	MN	55369	(763) 428-1966
11	Owatonna, MN	Norm Doty, Curt Wigham and Jeff Jensen	812 South Elm Street	Owatonna	MN	55060	(507) 455-3002
	Albert Lea, MN	Also Owned by Norm Doty, Curt Wigham and Jeff Jensen	1410 West Main Street	Albert Lea	MN	56007	(507) 373-2826
12	Plymouth, MN	Brehn Nelson and Randy and Lynn Nelson	3021 Harbor Lane North, Suite 209	Plymouth	MN	55447	(763) 746-3300
13	Red Wing, MN	Luke Sodergren and Monica Wright	910 Main, Suite 101	Red Wing	MN	55066	(651) 388-6331
	Stillwater, MN	Also Owned by Luke Sodergren and Monica Wright	2850 Curve Crest, Suite 210	Stillwater	MN	55082	(651) 383-2020
	River Falls, WI	Also Owned by Luke Sodergren and Monica Wright	1561 Commerce Court, Suite 110	River Falls	WI	54022	(715) 426-6134
	Saint Croix Falls, WI	Also Owned by Luke Sodergren and Monica Wright	125 North Washington	Saint Croix Falls	WI	54024	(715) 483-2541
14	Rochester, MN	Norm Doty	2518 North Broadway	Rochester	MN	55906	(507) 285-1616
	Rochester Training Center, MN	Also Owned by Norm Doty	2518 North Broadway	Rochester	MN	55906	(507) 529-9413
	Winona, MN	Also Owned by Norm Doty	1600 Gilmore Avenue	Winona	MN	55987	(507) 457-3311
15	Saint Paul, MN	Bob and Sally Boullianne	1696 Suburban Avenue	Saint Paul	MN	55106	(651) 432-4500
16	St. Cloud, MN	Jill and David Magelssen	1410 West Saint Germain Street, Suite 101	St. Cloud	MN	56301	(320) 251-1038
17	Woodbury, MN	Christine Menard and Kim Hemingway	650 Commerce Drive, Suite 135	Woodbury	MN	55125	(651) 731-9328
<b>MISSISSIPPI</b>							
1	Biloxi-Gulfport, MS	Jason Poole and Chad Purdy	979 Tommy Munro Drive	Biloxi	MS	39532	(228) 868-5447
2	Brookhaven, MS **	Tim Dillard	Not Yet Open	Flowood	MS		
3	DeSoto, MS	Diego and Alejandra Lejwa	5740 Getwell Road, Suite A	Southaven	MS	38672	(662) 420-7047
4	Flowood, MS (Jackson)	Bob and Susan Dillard, Tim Dillard and Anna Abrams	4220 Lakeland Drive, Suites D & E	Flowood	MS	39232	(601) 355-7000
5	Hattiesburg, MS	Jason Poole and Christian May	5000 West 4th Street	Hattiesburg	MS	39402	(601) 264-9060
6	Meridian, MS **	Christian May	Not Yet Open	Meridian	MS		
7	Starkville, MS	Scott and Anna Dodd	301 Academy Drive, Suites A & B	Starkville	MS	39759	(662) 323-4070
8	Tupelo, MS	Jim and Julianne Goodwin	810 Garfield Street	Tupelo	MS	38801	(662) 842-5500
9	Vicksburg, MS	Shawn and Tim Scott	1105 Mission Park Drive	Vicksburg	MS	39180	(601) 661-0435
<b>MISSOURI</b>							
1	Arnold, MO	David & Marianne Burlis and Danielle & Cody Ballah	661 Jeffco Boulevard	Arnold	MO	63010	(636) 287-3303

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	Location	Owners	Address 1	City	State	Zip Code	Phone
2	Branson, MO	Scott Holden and Nathan Allen	2001 State Highway 248, Suite #8	Branson	MO	65616	(417) 335-2700
3	Cape Girardeau, MO	Heath Hartwell and Karen Lance	107A West Drive	Cape Girardeau	MO	63703	(573) 388-4884
4	Columbia, MO	Stephen Shields	1900 North Providence Road, Suite 200	Columbia	MO	65202	(573) 443-1800
5	Eastern Jackson County, MO	Jerry Hickey	3010 South Hwy 291, Suite L	Independence	MO	64057	(816) 229-5627
6	Joplin, MO	Stephen Shields	1501 East 20th	Joplin	MO	64804	(417) 623-6500
	Neosho, MO	Also Owned by Stephen Shields	1721 LaQuesta, Suite 1	Neosho	MO	64850	(417) 455-9138
	Pittsburg, KS	Also Owned by Stephen Shields	207 E. 29th Street	Pittsburg	KS	66762	(620) 308-6774
7	Kansas City, MO (Downtown)	Jerry and Jill Hickey	107 West 9th Street	Kansas City	MO	64105	(816) 988-2828
8	Maryland Heights, MO	Amy Barber Terschluse	2280 Administration Drive	Saint Louis	MO	63146	(314) 692-0600
9	Northland KC, MO	Jerry and Jill Hickey	301 Armour Road	North Kansas City	MO	64116	(816) 994-2424
10	Perryville, MO	Heath Hartwell and Karen Lance	1107 North Perryville Boulevard	Perryville	MO	63775	(573) 517-4444
	Farmington, MO	Also Owned by Heath Hartwell and Karren Lance	546 Maple Valley Drive	Farmington	MO	63640	(573) 756-5627
11	Poplar Bluff, MO	Heath Hartwell and Karen Lance	682 Highway 142	Poplar Bluff	MO	63901	(573) 686-8800
	Sikeston, MO	Also Owned by Heath Hartwell and Karen Lance	215 North Main	Sikeston	MO	63801	(573) 471-1680
12	Rolla, MO	Ryan and Angela Kimberlin	1034 Kings Highway	Rolla	MO	65401	(573) 364-5010
13	Saint Louis, MO	Amy Barber Terschluse	6746 Page Avenue, Suite 200	Pagedale	MO	63133	(314) 621-8000
14	Saint Peters, MO	Amy Barber Terschluse	1053 Cave Springs Road, Suite 206	St. Peters	MO	63376	(636) 926-2211
15	Sedalia, MO	Debra and Scott Dickinson	1030 South Limit Avenue	Sedalia	MO	65301	(660) 851-2323
16	Springfield, MO	Mark and Sharon Snow	3050 South National, Suite 200	Springfield	MO	65804	(417) 887-5900
17	St. Joseph, MO	Vern Patterson	2620 North Belt Highway	St. Joseph	MO	64506	(816) 273-0038
18	St. Louis, MO (South)	David & Marianne Burlis and Danielle & Cody Ballah	8039 Watson Road	Webster Groves	MO	63119	(314) 968-2700
19	Union, MO	Mike King	30 Hi-Line Drive, Suite B	Union	MO	63084	(636) 584-0284
<b>MONTANA</b>							
1	Billings, MT	Jason Manning	2203 Grand Avenue	Billings	MT	59102	(406) 252-5050
2	Bozeman, MT	Greg and Rina Donaldson	1102 West Babcock, Suite C	Bozeman	MT	59715	(406) 587-0388
3	Butte, MT	Jason Manning	700 East Front	Butte	MT	59701	(406) 723-6531
4	Great Falls, MT	Brian McKinney	220 6th Street South	Great Falls	MT	59405	(406) 761-3027
5	Helena, MT	Tabatha Hyatt	3365 Colton Drive, Suite B	Helena	MT	59602	(406) 442-7501
6	Kalispell, MT	Cheri Nelson and Jordan Nelson	4 Sunset Plaza, Suite 101	Kalispell	MT	59901	(406) 257-2255
7	Missoula, MT	Allie Olson	3709 Brooks Street	Missoula	MT	59801	(406) 543-6651
<b>NEBRASKA</b>							

**LIST OF CURRENT FRANCHISEES  
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	<b>Location</b>	<b>Owners</b>	<b>Address 1</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone</b>
1	Lincoln, NE	Greg and Laura Sulentic	4955 O Street, Suite C	Lincoln	NE	68510	(402) 420-5800
2	Omaha, NE (North/Downtown)	Pam and Bernie Inbody	5310 North 99th Street	Omaha	NE	68134	(402) 922-9911
3	Omaha, NE (South)	Pam and Bernie Inbody	6157 Center Street	Omaha	NE	68106	(402) 884-0122
4	Omaha, NE (West)	Pam and Bernie Inbody	11914 I Street	Omaha	NE	68137	(402) 933-1880
<b>NEVADA</b>							
1	Las Vegas, NV (Central)	Doug Haneborg	900 South Valley View Boulevard, Suite 190	Las Vegas	NV	89107	(702) 381-9810
2	Las Vegas, NV (North)	Sam Sadeghi and Jason Sadeghi	4116 West Craig Road, Suite 101	North Las Vegas	NV	89032	(702) 779-3171
3	Las Vegas, NV (South)	Steve Kopolow	3663 East Sunset Road, Suite 103	Las Vegas	NV	89120	(702) 434-3900
4	Reno, NV *	Bill Stoller, Michele Davies and Jenny McCallum	3973 South McCarran Boulevard	Reno	NV	89502	(775) 826-4442
<b>NEW HAMPSHIRE</b>							
1	Hampton, NH	Michael Arsenaault	5 Lafayette Road	Hampton	NH	03842	(603) 929-1000
2	Manchester, NH	John and Bernadette Roller	8025 South Willow Street, Suite 210	Manchester	NH	03103	(603) 606-7177
<b>NEW JERSEY</b>							
1	Bloomfield, NJ	Mike Nolfo, Christina Nolfo, and Johanna Nolfo	1018 Broad Street, Suite 6	Bloomfield	NJ	07003	(973) 707-5263
2	Edison, NJ (South)	Deidra Viney	1090 King Georges Post Road, Suite 305	Edison	NJ	08837	(732) 738-4440
3	Fairfield, NJ	Mike Nolfo, Christina Nolfo, Johanna and Peter Nolfo	363 Route 46 West, Suite 240	Fairfield	NJ	07004	(973) 808-2000
4	Hackettstown, NJ	Mike Nolfo, Christina Nolfo, Johanna and Peter Nolfo	453 Route 46, Suite 5	Hackettstown	NJ	07840	(908) 813-8311
5	Hasbrouck Heights, NJ	David and Marianne Kemp	209 Williams Avenue	Hasbrouck Heights	NJ	07604	(201) 288-7100
6	Hawthorne, NJ	Mike Nolfo, Christina Nolfo, Johanna and Peter Nolfo	10 Washington Street	Hawthorne	NJ	07056	(973) 949-4652
7	Howell, NJ	Anna Santucci	4142 Route 9 South	Howell	NJ	07731	(732) 806-9562
8	Jersey City, NJ	Deidra and L'Mani Viney	30 Montgomery Street, Suite 1255	Jersey City	NJ	07302	(201) 333-8400
9	Marlton, NJ	Mary Hagemann	106 Centre Boulevard, Suite I	Marlton	NJ	08053	(856) 985-8600
10	Park Ridge, NJ	Jesus Arriola and Lisa Elkins	137B Kinderkamack Road	Park Ridge	NJ	07656	(201) 573-1105
11	Parsippany, NJ	Mike Nolfo, Christina Nolfo, Johanna and Pete Nolfo	140 Littleton Road, Suite 110	Parsippany	NJ	07054	(973) 316-4885
12	Princeton, NJ	John Hagemann	614 US Highway 130, Swing Suite A	East Windsor	NJ	08520	(609) 918-1088
13	Somerset, NJ	Kevin Mason	101 Route 206	Somerville	NJ	08876	(908) 505-0415
14	Union City, NJ	Vince Winters	4808 Bergenline Avenue, Suite 502	Union City	NJ	07087	(201) 758-7960
15	Woodbridge-Avenel, NJ	Minni Seth	1152 Saint George Avenue, Suite 14	Avenel	NJ	07001	(732) 694-3350
16	Woodbury, NJ	Fran and Kaitlin McCartan	877 Kings Highway, Suite 100	West Deptford	NJ	08096	(856) 420-2399
<b>NEW MEXICO</b>							

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	Location	Owners	Address 1	City	State	Zip Code	Phone
1	Albuquerque, NM (West)	Manny Santos and Derrick Martinez	9664 Eagle Ranch Road Northwest, Suite 2	Albuquerque	NM	87114	(505) 508-2162
<b>NEW YORK</b>							
1	Albany, NY	Jordan Modiano	501 New Karner Road	Albany	NY	12205	(518) 313-7829
2	Binghamton, NY	Sandy Jones	365 Harry L Drive	Johnson City	NY	13790	(607) 777-9613
3	Brooklyn, NY	Charu Bakshi	254 36th Street, Suite C247	Brooklyn	NY	11232	(929) 242-5627
4	Buffalo, NY	John and Josie Swanson	3140 Sheridan Drive, Suite 2	Amherst	NY	14226	(716) 833-3348
5	Buffalo, NY (South)	Darren and Jennifer Moscato	1900 Ridge Road, Suite 109	West Seneca	NY	14224	(716) 800-4311
6	Corning, NY	Michael and Catava Reese	11849 East Corning Road, Suite 101	Corning	NY	14830	(607) 936-0770
7	Farmingdale, NY	Jim Morris	565 Broadhollow Road, Suite 9E	Farmingdale	NY	11735	(631) 392-1560
8	Fredonia, NY	Peter and Laurie Brown and Andrew Brown	33 Church Street, 3rd Floo	Fredonia	NY	14063	(716) 680-8070
	Jamestown, NY	Also Owned by Peter and Laurie Brown and Andrew Brown	17 East 4th Street	Jamestown	NY	14701	(716) 483-3844
9	Gates, NY	Peter and Laurie Brown and Ashley Brown	1424 Buffalo Road, Suite 1	Rochester	NY	14624	(585) 201-7240
10	Hauppauge, NY	Brian Aiello	1 Rabro Drive, Suite 104	Hauppauge	NY	11788	(631) 406-4064
11	Ithaca, NY	Kathy Nivison and Bobby Mahoney	222 Elmira Road, Suite @	Ithaca	NY	14850	(607) 256-2121
	Cortland, NY	Also Owned by Kathy Nivison and Bobby Mahoney	1 North Main Street	Cortland	NY	13045	(607) 844-7411
12	Nanuet, NY **	Jesus Arriola and Lisa Elkins	Not Yet Open	Nanuet	NY		
13	Nassau County, NY (North)	Taj Burgher	100 Jericho Quadrangle, Suite 215	Jericho	NY	11753	(516) 234-5932
14	Niagara-Lockport, NY	John and Josie Swanson	908 Niagara Falls Boulevard, Suite 205	North Tonawanda	NY	14120	(716) 389-2901
15	Queens, NY (NW)	Greg Hughes	44-02 11th Street, Suite 614	Long Island City	NY	11101	(917) 832-6081
16	Rochester, NY	Peter and Laurie Brown and Ashley Brown	3400 Monroe Avenue, Unit 9	Rochester	NY	14618	(585) 218-0440
17	Saratoga, NY	Jordan Modiano	3076C Route 50, Suite 3	Saratoga Springs	NY	12866	(518) 450-1399
18	Syracuse, NY	Elvis Mehmedovic	3004 Erie Boulevard East	Syracuse	NY	13224	(315) 446-4900
19	Tarrytown, NY	Doug Trabal and Rosy Badia	200 South Broadway, Suite 101	Tarrytown	NY	10591	(347) 246-4200
20	Utica/Rome, NY	John and Lori Calabrese and John Calabrese, Jr.	118 Columbia Street, Suite 103	Utica	NY	13502	(315) 790-5723
<b>NORTH CAROLINA</b>							
1	Asheboro, NC	David and Sharon Blalock	131-F Dublin Square Road	Asheboro	NC	27203	(336) 626-7511
2	Asheville, NC	Gary and Diane Gallagher and Meredith Campbell	1979 Hendersonville Road, Suite B	Asheville	NC	28803	(828) 654-8101
3	Charlotte, NC (North)	Bill and Gina Sofio	7340 Smith Corners Boulevard, Suite 700	Charlotte	NC	28269	(704) 716-9103
4	Charlotte, NC (South)	Bill and Gina Sofio	6225 Carmel Road	Charlotte	NC	28226	(704) 752-1988
5	Durham, NC	Sam and Pam Higdon and Jeff Higdon	5306 NC Highway 55, Suite 103	Durham	NC	27713	(919) 572-6755



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	Location	Owners	Address 1	City	State	Zip Code	Phone
6	Fayetteville, NC	Brad Loase	894-E Elm Street	Fayetteville	NC	28303	(910) 437-5959
7	Gastonia, NC	Kevin Roberge	543 Cox Road, Suite A	Gastonia	NC	28054	(704) 866-4136
8	Greensboro, NC (North)	Bernie Salter	7204 D West Friendly Avenue	Greensboro	NC	27410	(336) 282-7901
9	Greensboro, NC (South)	Brian Garvey	1622 Stanley Road, Suite 102	Greensboro	NC	27407	(336) 908-9728
10	Hickory, NC	Diane and Don Lowman, Brandy Eby, and Angela Smith	1960 Highway 70 Southeast, Suite 196	Hickory	NC	28602	(828) 345-1445
11	Jacksonville, NC	Cowanda and Randy Bazile	461 Western Boulevard, Suite 118	Jacksonville	NC	28546	(910) 335-0060
12	Johnston County, NC	Tim and Rebecca Salavejus	328 North Brightleaf Boulevard	Smithfield	NC	27577	(919) 243-2017
13	Monroe, NC	Diana and Nelson Cabral	6405 Old Monroe Road, Suite B	Indian Trail	NC	28079	(704) 981-9276
14	Mooreville, NC	Jamie Ottinger	105 Singleton Road, Unit 104	Mooreville	NC	28177	(704) 662-6685
15	Oxford, NC	Hal Muetzel	124 Main Street	Oxford	NC	27565	(919) 693-1730
16	Raleigh, NC (West)	Wendy Mayo	4701 Creedmoor Road, Suite 115	Raleigh	NC	27612	(919) 788-9575
17	Rocky Mount, NC	Larry McAdams and Christy Taylor	841 South Wesleyan Boulevard	Rocky Mount	NC	27803	(252) 443-1199
18	Sanford, NC	Joe Clancy	307 North Horner Boulevard	Sanford	NC	27330	(919) 775-1292
19	Wilmington, NC	Ernie and Wendy Mayo	4620 Cedar Avenue, Suite 119	Wilmington	NC	28403	(910) 392-2300
20	Winston-Salem, NC	Matt Bocan	159 Jonestown Road	Winston-Salem	NC	27104	(336) 306-8525
<b>NORTH DAKOTA</b>							
1	Fargo, ND	Taylor Engelhart	1100 19th Avenue, Suite R-1	Fargo	ND	58102	(701) 297-8800
2	Grand Forks, ND	Alyssa and Darin Kaste	3590 South 42nd Street	Grand Forks	ND	58201	(701) 787-5655
<b>OHIO</b>							
1	Akron, OH (West)	Isaac Wheeler and Mark Wheeler	66 South Miller Road, Suite 201	Akron	OH	44333	(234) 260-3535
2	Beavercreek, OH	Jeff and Cathy Delk	810 Orchard Lane, Suite 101	Beavercreek	OH	45434	(937) 431-5550
	Wilmington, OH	Also Owned by Jeff and Cathy Delk	1037 Rombach Avenue	Wilmington	OH	45177	(937) 431-5550
3	Bowling Green, OH	Jeff Lemke and Amy Collignon	1616 East Wooster Street, Unit 13	Bowling Green	OH	43402	(419) 352-0111
4	Findlay, OH	Jeff Lemke and Amy Collignon	1212 Tiffin Avenue	Findlay	OH	45840	(419) 352-0111
5	Canton, OH	Brandi Pine	4675 Dressler Road Northwest	Canton	OH	44718	(330) 239-8709
6	Cincinnati, OH (Butler County)	Dale and Greg Kozma and Alex Caudill	4757 Dixie Highway	Fairfield	OH	45014	(513) 755-8212
7	Cincinnati, OH (Central)	Paul Ruch	4572 Montgomery Road	Cincinnati	OH	45212	(513) 531-5627
8	Cincinnati, OH (East)	Chris and Debby Winnenberg and Nick Winnenberg	4440 Glen Este-Withamsville Road, Suite 800	Cincinnati	OH	45245	(513) 842-8000
9	Cincinnati, OH (NE)	Dale and Greg Kozma and Alex Caudill	4760 Cornell Road	Cincinnati	OH	45241-2414	(513) 489-7787
10	Cincinnati, OH (NW)	Dale and Greg Kozma and Alex Caudill	3551 Springdale Road	Cincinnati	OH	45251	(513) 457-4448
11	Cleveland South-Akron North, OH	Kathy and Wayne Hill	8963 Darrow Road	Twinsburg	OH	44087	(440) 249-7755
12	Cleveland, OH (East)	Robin and Jim Levine	5495 Mayfield Road	Lyndhurst	OH	44124	(216) 591-9125

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13	Columbus, OH (Metro West)	Blake Garner	1065 Bethel Road	Columbus	OH	43220-2609	(614) 278-7707
14	Columbus, OH (NE)	Paul and Kerry Gor	4207 East Broad Street, Suite A	Whitehall	OH	43213	(614) 754-8930
15	Columbus, OH (SE)	Brian and Kelly Carpenter	6105 McNaughten Road	Columbus	OH	43232	(614) 328-9345
16	Columbus, OH (West)	Scott Johnson	2538 Hilliard Rome Road	Hilliard	OH	43026	(614) 741-0311
17	Dayton, OH (North)	Jeff and Cathy Delk	8514 North Dixie Drive	Dayton	OH	45414	(937) 262-4700
18	Dayton, OH (South)	Ron Johnson	2018 South Alex Road	West Carrollton	OH	45449	(937) 204-1893
19	Delaware, OH **	Tammy Lucius and Adrienne Nittala	Not Yet Open	Delaware	OH		
20	Lakewood, OH	Zhan Askaryan	16208 Madison Avenue	Lakewood	OH	44107	(216) 706-6789
21	Lorain County, OH	Mark and Jacqueline Azbill and Brittany Azbill	1895 Cooper Foster Park Road	Amherst	OH	44001	(440) 723-2875
22	Medina-Wadsworth, OH	Andrew and Sandra Arline	1154 Hinkle Dr., Suite H	Wadsworth	OH	44281	(330) 237-2100
23	Mentor, OH	Robin and Jim Levine	7959 Reynolds Road	Mentor	OH	44060	(440) 751-5185
24	Newark, OH	Armando Castro	1287 Log Pond Dr.	Newark	OH	43055	(833) 447-3632
25	Parma, OH	Earl & Kathy Bell and Mark & Jacqueline Azbill	5348 Broadview Road	Parma	OH	44134	(216) 459-2800
26	Sandusky, OH	Jeff Lemke and Amy Heuerman	2012 Cleveland Road West, Unit E	Huron	OH	44839	(419) 616-0082
	Fremont, OH	Also Owned by Jeff Lemke and Amy Heuerman	1222 Oak Harbor Road	Fremont	OH	43420	(419) 333-1700
27	Sidney, OH	Rob and Lisa Albers	1660 Gleason Street	Sidney	OH	45365	(937) 964-7666
28	Springfield, OH	Kristina and Bud Downing	2200 North Limestone Street, Suite 116	Springfield	OH	45503	(937) 399-5323
29	Toledo, OH	Jeff Lemke and Jessica Lemke-Kelsey	5350 Airport Highway, Suite 104	Toledo	OH	43615	(419) 382-6838
30	Toledo, OH (North)	Jeff Lemke and Jessica Lemke	240 West Alexis Road, Unit A	Toledo	OH	43612	(419) 478-6060
31	Warren, OH	Rashad Terry	2460 Elm Road NE, Unit #700	Warren	OH	44483	(330) 349-5007
32	Youngstown, OH	Scott and Lisa Brush	5815 Market Street, Unit 1	Boardman	OH	44512	(330) 333-7031
<b>OKLAHOMA</b>							
1	Ardmore, OK *	Bob Funk and Cindy Fairchild	126 D. Street NW	Ardmore	OK	73401	(580) 490-9111
	Durant, OK *	Also Owned by Bob Funk and Cindy Fairchild	372 Bryan Drive, Suite 108	Durant	OK	74701	(580) 634-2681
	Sulphur, OK *	Also Owned by Bob Funk and Cindy Fairchild	2112 West Broadway Avenue	Sulphur	OK	73086	(580) 368-7003
2	Catoosa/Claremore, OK *	Bob Funk and Scott Davis	1875 North Highway 66, Suite H	Catoosa	OK	74015	(918) 342-9247
	Bartlesville, OK *	Also Owned by Bob Funk and Scott Davis	4029 SE Nowata Road	Bartlesville	OK	74006	(918) 333-4600
3	Clinton, OK *	Bob Funk and Cindy Fairchild	903 S. 10th	Clinton	OK	73601	(580) 323-4400
	Woodward, OK *	Also Owned by Bob Funk and Cindy Fairchild	1110 Hillcrest	Woodward	OK	73801	(580) 256-5433
4	Enid, OK *	Bob Funk and Scott Davis	2223 West Willow	Enid	OK	73703	(580) 233-0000
5	Lawton, OK *	Bob Funk and Cindy Fairchild	1920 NW Cache Road	Lawton	OK	73505	(580) 355-6002
	Altus, OK *	Also Owned by Bob Funk and Cindy Fairchild	417 East Tamarack	Altus	OK	73521	(580) 477-1193
	Chickasha, OK *	Also Owned by Bob Funk and Cindy Fairchild	328 West Chickasha Avenue	Chickasha	OK	73018	(405) 224-8844

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	Duncan, OK *	Also Owned by Bob Funk and Cindy Fairchild	1618 West Jones, Suite 400-500	Duncan	OK	73533	(580) 252-0606
6	McAlester, OK *	Bob Funk and Scott Davis	1202 East Carl Albert Parkway	McAlester	OK	74501	(918) 420-5100
7	Muskogee, OK *	Bob Funk and Scott Davis	1140 North Main	Muskogee	OK	74401	(918) 683-6800
8	Norman, OK *	Bob Funk and Cindy Fairchild	2424 Springer Drive, Suite 103	Norman	OK	73069	(405) 366-6060
9	Oklahoma City, OK (NW) *	Bob Funk and Cindy Fairchild	6401 Northwest Expressway, Suite 108	Oklahoma City	OK	73032	(405) 720-1000
	Edmond, OK *	Also Owned by Bob Funk and Cindy Fairchild	3409 South Broadway, Suite 500	Edmond	OK	73013	(405) 478-3331
	Express Healthcare OKC *	Also Owned by Bob Funk and Cindy Fairchild	6301 Waterford Blvd., Suite 210	Oklahoma City	OK	73118	(405) 272-9797
	Oklahoma City, OK (Downtown) *	Also Owned by Bob Funk and Cindy Fairchild	6301 Waterford Blvd., Suite 210	Oklahoma City	OK	73118	(405) 272-9797
	Oklahoma City, OK (Health) *	Also Owned by Bob Funk and Cindy Fairchild	6300 NW Expressway	Oklahoma City	OK	73132	(405) 720-1000
	Regional Sales Office *	Also Owned by Bob Funk and Cindy Fairchild	2929 NW 156th	Edmond	OK	73013	(405) 717-8334
10	Oklahoma City, OK (SW) *	Bob Funk and Cindy Fairchild	804 West I-240 Service Road, Suite B	Oklahoma City	OK	73139	(405) 634-6600
11	Piedmont, OK *	Bob Funk and Cindy Fairchild	414 Piedmont Road	Piedmont	OK	73078	(405) 373-2131
	Yukon, OK *	Also Owned by Bob Funk and Cindy Fairchild	1050 Andrew Drive	Yukon	OK	73099	(405) 350-2550
12	Pryor, OK *	Bob Funk and Scott Davis	3882 West 530 Road, Suite A	Pryor	OK	74361	(918) 825-1010
	Miami, OK *	Also Owned by Bob Funk and Scott Davis	30 5th Avenue Northwest, Suite B	Miami	OK	74354	(918) 542-5757
	Vinita, OK *	Also Owned by Bob Funk and Scott Davis	235 1/2 A South Wilson	Vinita	OK	74301	(918) 256-4747
13	Shawnee, OK *	Bob Funk and Scott Davis	3905 North Harrison	Shawnee	OK	74801	(405) 275-7575
	Ada, OK *	Also Owned by Bob Funk and Scott Davis	1159 North Hills Centre	Ada	OK	74820	(580) 332-4444
	Seminole, OK *	Also Owned by Bob Funk and Scott Davis	1800B North Milt Phillips	Seminole	OK	74868	(405) 382-7500
14	Stillwater, OK *	Bob Funk and Scott Davis	211 North Perkins Road, Suite 2	Stillwater	OK	74075	(405) 372-8000
	Ponca City, OK *	Also Owned by Bob Funk and Scott Davis	2712 North 14th Street	Ponca City	OK	74601	(580) 767-1144
15	Tulsa, OK (Midtown) *	Bob Funk and Scott Davis	9901 East 51st	Tulsa	OK	74146	(918) 362-9600
	Broken Arrow, OK *	Also Owned by Bob Funk and Scott Davis	300 N. Main Street, Suite B	Broken Arrow	OK	74012	(918) 383-6860
	Tulsa, OK (SRG) *	Also Owned by Bob Funk and Scott Davis	4200 East Skelly Drive, Suite 170	Tulsa	OK	74135	(918) 499-5900
16	Tulsa, OK (West) *	Bob Funk and Scott Davis	4316 South Peoria Avenue	Tulsa	OK	74105	(918) 746-4000
	Bristow, OK *	Also Owned by Bob Funk and Scott Davis	100 North Main	Bristow	OK	74010	(918) 367-3999
	Sand Springs, OK *	Also Owned by Bob Funk and Scott Davis	30 East 2nd Street, Suite D	Sand Springs	OK	74063	(918) 241-3600
<b>OREGON</b>							
1	Albany, OR *	Bill Stoller, Saphira Groves, and Jenny McCallum	2250 Southeast 14th Avenue, Suite A	Albany	OR	97322	(541) 967-3600
2	Bend, OR *	Bill Stoller and Jenny McCallum	61379 South Highway 97	Bend	OR	97702	(541) 389-1505
	Redmond, OR *	Also Owned by Bill Stoller and Jenny McCallum	916 Southwest 17th Street, Suite 205	Redmond	OR	97756	(541) 504-2140
3	East Portland, OR *	Bill Stoller, Jenny McCallum, Sara Moriarty and Ca	10011 SE Division, Suite 102	Portland	OR	97266	(503) 254-1200
4	Eugene, OR	Pat Murphy, Michael Murphy, and Richard Murphy	945 Garfield	Eugene	OR	97402	(541) 686-0001

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5	Gresham, OR *	Bill Stoller, Lisa Monfils and Jenny McCallum	120 Northwest Burnside Road	Gresham	OR	97030	(503) 492-3200
6	Hermiston, OR	Ronald Goodell	100 East Gladys Street, Suite B	Hermiston	OR	97838	(541) 567-1123
7	Hillsboro, OR *	Bill Stoller, Laura Moore and Jenny McCallum	1001 SE Tualatin Valley Highway, Suite B34	Hillsboro	OR	97123	(503) 640-3600
8	Klamath Falls, OR *	Bill Stoller, Jillian Stork and Jenny McCallum	104 North 11th Street	Klamath Falls	OR	97601	(541) 273-5000
9	McMinnville, OR *	Bill Stoller, Brandon Malloy, and Jenny McCallum	733 Northeast Baker St.	McMinnville	OR	97128	(503) 434-5128
10	Medford, OR *	Bill Stoller, Andrew & Holly Linerud, and Jenny McCallum	3523 Arrowhead Drive, Suite 100	Medford	OR	97504	(541) 779-5522
	Grants Pass, OR *	Also Owned by Bill Stoller, Andrew & Holly Linerud, and Jenny McCallum	219 Northwest E Street, Suite A	Grants Pass	OR	97526	(541) 471-0113
11	North Portland, OR *	Bill Stoller, Joshua Armstrong and Jenny McCallum	4790 North Lombard Street	Portland	OR	97203	(503) 735-1200
12	Oregon City, OR *	Bill Stoller and Jenny McCallum	900 Main Street, Suite 106	Oregon City	OR	97045	(503) 654-3600
13	Portland, OR (SRG) *	Bill Stoller and Jenny McCallum	1155 SW Morrison Street, Suite 200	Portland	OR	97205	(971) 399-7767
14	Roseburg, OR *	Bill Stoller, Jenny McCallum and Willis Cook	741 Northeast Garden Valley Boulevard	Roseburg	OR	97470	(541) 673-3332
15	Salem, OR *	Bill Stoller, Patricia & Jeffrey Bowman, Jenny McC	925 Commercial Street South, suite 100	Salem	OR	97302	(503) 399-1200
16	Tigard, OR *	Bill Stoller, Jill Loveless and Jenny McCallum	10115 Southwest Nimbus Avenue, Suite 500	Tigard	OR	97223	(503) 624-2001
17	Tualatin Express Healthcare *	Bill Stoller, Julie & Brad Tate, Andria Cisneros,	7401 Southwest Washo Court, Suite 101	Tualatin	OR	97062	(503) 612-1400
18	West Tualatin, OR *	Bill Stoller, Jenny McCallum and Robert Knight	8100 Southwest Nyberg Road, Suite 290	Tualatin	OR	97062	(503) 612-1800
	Tualatin, OR *	Also Owned by Bill Stoller, Jenny McCallum and Robert Knight	7401 SW Washo Court, Suite 200	Tualatin	OR	97062	(503) 612-1400
<b>PENNSYLVANIA</b>							
1	Allentown/Bethlehem (West), PA	Tom and Joan Rooney and Kris Rooney	795 Roble Road, Suite C	Allentown	PA	18109	(610) 264-4080
2	Berks County, PA	Dan Brumbach	840 North Park Road	Wyomissing	PA	19610	(610) 750-7898
3	Bryn Mawr, PA	Elliot Eiseman	1012 West Lancaster Avenue	Bryn Mawr	PA	19010	(610) 337-7766
4	Butler-Mercer, PA	Gary and Esther Schwartz and Danielle and Brandon Siringier	16 Evans Road	Butler	PA	16001	(724) 256-9990
5	Camp Hill, PA	Pat and Gretchen Greenwood	829 State Street, Suite 1009 , Suite 102	Lemoyne	PA	17043	(717) 731-8440
6	Chester County, PA (Main Line)	Maria O'Connell and Kelly Clarke	215 Lancaster Avenue, Suite F10	Malvern	PA	19355	(484) 329-7930
7	Delaware County, PA	Cecilia Dixon	4832 Pennell Road	Aston	PA	19014	(484) 589-5566
8	East Stroudsburg, PA	Terry and Stephen Lukas	2003 Milford Rd., 2nd Floor	East Stroudsburg	PA	18301	(570) 424-1800
9	Easton/Bethlehem (East), PA	Sergio and Gillian Moreira	3600 Nicholas Street, Suite 100	Easton	PA	18045	(610) 438-8000
10	Fort Washington, PA **	Kenneth Large	Not Yet Open	Fort Washington	PA		
11	Greencastle, PA	Carl Francisco	11705 Molly Pitcher Highway	Greencastle	PA	17225	(717) 593-4634

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	<b>Location</b>	<b>Owners</b>	<b>Address 1</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone</b>
12	Harrisburg-Lebanon, PA	Frank Hrestak	945 East Park Drive, Suite 202	Harrisburg	PA	17111	(717) 904-3100
13	Lancaster, PA	Nicole and Zachary Kraehmer	1380 Harrisburg Pike, Suite A	Lancaster	PA	17601	(717) 945-5940
14	Lansdale, PA	Michelle Bryson	19 Jenkins Avenue, Suite 200	Lansdale	PA	19446	(610) 489-4191
15	Philadelphia, PA (Center City)	Ade Lawal	1628 John F Kennedy Boulevard, Suite 1802	Philadelphia	PA	19103	(215) 893-1200
16	Philadelphia, PA (NE)	Andy Ely	12401 Academy Road, Suite 214	Philadelphia	PA	19154	(215) 332-6800
17	Philadelphia, PA (South)	Matt Esposito	2034 South Juniper Street	Philadelphia	PA	19148	(215) 769-9004
18	Pittsburgh, PA (East)	Paula Schmidt	21 Yost Boulevard, Suite 156	Pittsburgh	PA	15221	(412) 349-8228
19	Pittsburgh, PA (North/Downtown)	Gary and Esther Schwartz	1006 West View Park Drive	Pittsburgh	PA	15229	(412) 415-1333
20	Pittsburgh, PA (South)	Karen and Charles Furman	4141 Bronsville Road, Suite 6	Pittsburgh	PA	15227	(412) 885-5800
21	Pittsburgh, PA (West)	Deb Gray	6200 Steubenville Pike-Route 60, Suite 102	Pittsburgh	PA	15136	(412) 494-2000
22	Scranton, PA	Amy Clegg	900 Wyoming Avenue	Scranton	PA	18509	(570) 963-1000
23	State College, PA	Ami Ranker-Ingold	135 Rolling Ridge Drive	State College	PA	16801	(814) 867-5627
24	Treose, PA	Matt Esposito	3070 Bristol Pike, Suite 2-229	Bensalem	PA	19020	(215) 322-8700
25	Washington County, PA	Len Johnson	168 West Chestnut Street	Washington	PA	15301	(724) 249-2695
26	Westmoreland-Fayette, PA	Paula Schmidt	4012 Route 130, Suite 300	Irwin	PA	15642	(724) 392-7190
27	Wilkes-Barre, PA	Jeffrey and Jacelyn Doran	268 East End Centre	Wilkes Barre Township	PA	18702	(570) 208-7000
28	York, PA	Amy and Richard Reinert and Nicholas Borgiel	2210 East Market Street	York	PA	17402	(717) 718-4473
<b>RHODE ISLAND</b>							
1	Warwick, RI	Eric Holmstedt	155 Jefferson Boulevard, Suite 5	Warwick	RI	02888	(401) 739-8460
<b>SOUTH CAROLINA</b>							
1	Aiken, SC	Zack Daffin	1010 York Street NE	Aiken	SC	29801	(803) 380-4434
2	Bluffton-Orangeburg, SC	Devlin Levin	29 Plantation Park Drive, Suite 504	Bluffton	SC	29910	(843) 706-9675
3	Charleston, SC (NE)	John and Sally Byrnes and Krista Crawford	1470 Ben Sawyer Boulevard, Suite 3	Mount Pleasant	SC	29464	(843) 744-2266
4	Charleston, SC (SW)	John and Sally Byrnes and Krista Crawford	6541 Rivers Avenue, Suite C	North Charleston	SC	29406	(843) 744-2266
5	Columbia, SC	Northan Golden	9557 Two Notch Road, Suite J	Columbia	SC	29223	(803) 788-8721
6	Greenville, SC	Randy Gordon	1659 Woodruff Road, Suite E	Greenville	SC	29607	(864) 234-9945
7	Greenville, SC (North)	David Nabors	1615 Wade Hampton Boulevard, Suite D	Greenville	SC	29609	(864) 509-0133
8	Lexington-Irmo, SC	Lauren McClain	7325 Saint Andrews Road, Suite A	Irmo	SC	29063	(803) 638-4356
9	Myrtle Beach, SC	Doug and Meredith Dolson	1111 48th Avenue North, Suite 116	Myrtle Beach	SC	29577	(843) 212-9099
10	Rock Hill, SC	Jeff Giroux	2032-B Cherry Road	Rock Hill	SC	29732	(803) 328-5540
11	Spartanburg, SC	Karen and Tony Knuckles	245 East Blackstock Road, Unit A	Spartanburg	SC	29301	(864) 576-6006

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<b>SOUTH DAKOTA</b>							
1	Sioux Falls, SD	Rich and Pam Leafgreen	434 South Kiwanis Avenue, Suite 2	Sioux Falls	SD	57104	(605) 335-2710
<b>TENNESSEE</b>							
1	Alcoa, TN	Celia Smith, Janie Hudson, and Jaclyn Solomon	631 William Blount Drive	Maryville	TN	37801	(865) 273-2158
2	Chattanooga, TN	Brad Hake	5922 Shallowford Road	Chattanooga	TN	37421	(423) 893-8099
3	Cleveland, TN	Celia Smith	213 Ocoee Crossing Northwest	Cleveland	TN	37312	(423) 479-1720
4	Cookeville, TN	Kristi Nixon and Tasha Otte	1459 Interstate Drive, Suite E	Cookeville	TN	38501	(931) 854-1900
	Lafayette, TN	Also Owned by Kristi Nixon and Tasha Otte	503 HWY 52 Bypass West	Lafayette	TN	37083	(615) 688-2800
5	Crossville, TN	Celia and Gary Smith	848 Livingston Road, Suite 101	Crossville	TN	38555	(931) 210-5555
6	Dickson, TN	Brett Hill	432 Highway 46 South	Dickson	TN	37055	(615) 441-8898
	Clarksville, TN	Also Owned by Brett Hill	2509 E Wilma Rudolph Boulevard	Clarksville	TN	37040	(931) 802-5585
7	Dyersburg, TN	Ronnie and Susan Morris	500 West Highway 51 Bypass, Suite 3	Dyersburg	TN	38024	(731) 286-5000
	Brownsville, TN	Also Owned by Ronnie and Susan Morris	311 West Main	Brownsville	TN	38012	(901) 313-9279
	Humboldt, TN	Also Owned by Ronnie and Susan Morris	2459 North Central Avenue	Humboldt	TN	38343	(731) 470-4150
	Union City, TN	Also Owned by Ronnie and Susan Morris	206 E. Reelfoot Ave., Suite 25	Union City	TN	38261	(731) 256-9158
8	Franklin, TN	Jon and Becky Rolen and Matthew Couture	1113 Murfreesboro Road, Suite 415	Franklin	TN	37064	(615) 791-8004
9	Gallatin, TN	Brett Clark	111 North Trigg Avenue	Gallatin	TN	37066	(615) 451-7111
	Lebanon, TN	Also Owned by Brett Clark	6650 Eastgate Boulevard, Unit 103	Lebanon	TN	37090	(615) 846-9892
	Portland, TN	Also Owned by Brett Clark	634-A North Broadway	Portland	TN	37148	(615) 325-6686
10	Jackson, TN	Ronnie and Susan Morris	196 Carriage House	Jackson	TN	38305	(731) 660-0061
	Henderson, TN	Also Owned by Ronnie and Susan Morris	1212C US Highway 45 North	Henderson	TN	38340	(731) 435-1477
	Lexington, TN	Also Owned by Ronnie and Susan Morris	102 Lexington Plaza	Lexington	TN	38351	(731) 968-6448
	Paris, TN	Also Owned by Ronnie and Susan Morris	810 East Wood Street, Suite A	Paris	TN	38242	(731) 641-1230
11	Johnson City, TN	Celia Smith, Sarah Bowman, K. Boyce, C. Hutchison	2909 East Oakland Avenue, Suite 103	Johnson City	TN	37601	(432) 282-4672
12	Knoxville, TN	Celia Smith and Kara Pinkerton	8805 Kingston Pike, Suite 101	Knoxville	TN	37923	(865) 531-1720
	Clinton, TN	Also Owned by Celia Smith and Kara Pinkerton	1199 N Charles G Seivers Blvd	Clinton	TN	37716	(865) 498-0098
13	LaFollette, TN	Celia Smith and Sarah Bowman	1907 Old Jacksboro Highway, Suite 2	Jacksboro	TN	37757	(423) 566-0089
	Rogersville, TN	Also Owned by Celia Smith and Sarah Bowman	420 Park Boulevard	Rogersville	TN	37857	(423) 358-8958
14	Memphis, TN (North)	Marcus Gray	7395 Highway 64, Suite 106	Memphis	TN	38133	(901) 623-7994
15	Memphis, TN (SE)	Diego and Alejandra Lejwa	6100 Primacy Parkway, Suite 111	Memphis	TN	38119	(901) 666-1737
16	Memphis, TN (SW)	Diego and Alejandra Lejwa	3315 Winchester Road	Memphis	TN	38118	(901) 779-2013
17	Morristown, TN	Celia Smith, Sarah Bowman, and Kristina Veit	340 East Economy Road	Morristown	TN	37814	(423) 307-5555
18	Murfreesboro, TN	Jon and Rebecca Rolen	1734 South Rutherford Boulevard	Murfreesboro	TN	37130	(615) 896-2505

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	Manchester, TN	Also Owned by Jon and Rebecca Rolan	2526 Hillsboro Boulevard, Suite C	Manchester	TN	37355	(615) 896-2505
19	Nashville, TN	Sam Miley	2601 Elm Hill Pike, Suite F	Nashville	TN	37214	(615) 391-0966
20	Nashville, TN (North)	Jason and Christi Patrick	2286 Rosa L Parks Boulevard	Nashville	TN	37228	(615) 313-3690
21	Nashville, TN (West)	Jason and Christi Patrick	1916 Patterson Street, Suite 202	Nashville	TN	37209	(615) 313-3690
<b>TEXAS</b>							
1	Abilene, TX	Chris Brown	408 A Loanstar	Abilene	TX	79602	(325) 704-3455
2	Allen, TX	Debbie Boehm	402 West McDermott Drive	Allen	TX	75013	(972) 423-1112
3	Amarillo, TX *	Bob Funk and Cindy Fairchild	6605 I-40 West	Amarillo	TX	79106	(806) 467-2562
4	Arlington, TX	Greg and Kay Johnson and Amanda Rhodes	3701 South Cooper Street, Suite 233	Arlington	TX	76015	(817) 468-9118
5	Austin, TX (North)	Mike and Dana Sasser	8900 Shoal Creek Boulevard, Suite 125	Austin	TX	78757	(512) 453-3838
6	Austin, TX (South)	Thomas and Jennifer Montalvo and Mike Sasser	3913 Todd Lane, Suite 103	Austin	TX	78744	(512) 416-6666
7	Austin, TX (SW)	Mark Wagner	2500 West William Cannon Drive, Suite 604	Austin	TX	78745	(512) 900-8708
8	Beaumont, TX	Derrick and Ashley Barber	1844 Interstate 10 South, Suite 202	Beaumont	TX	77707	(409) 898-1168
9	Bedford, TX	Rakesh and Judith Malhotra	1703 Airport Freeway	Bedford	TX	76021	(817) 354-9675
10	Brazoria County, TX	Mark and Mona Conrad	122 West Way, Suite 306	Lake Jackson	TX	77556	(979) 487-5999
11	Brownsville, TX	Jeff and Nancy Reed	954 West Price Road	Brownsville	TX	78520	(956) 550-8510
	Harlingen, TX	Also Owned by Jeff and Nancy Reed	1907 East Tyler, Suite A	Harlingen	TX	78550	(956) 425-5627
	Weslaco, TX	Also Owned by Jeff and Nancy Reed	502 E Expressway 83, Suite E	Weslaco	TX	78596	(956) 593-9001
12	Bryan, TX *	Bob Funk and Rocky Gill	1863 Briarcrest Drive	Bryan	TX	77802	(979) 776-4455
	Brenham, TX *	Also Owned by Bob Funk and Rocky Gill	2408 South Chappell Hill Street	Brenham	TX	77833	(979) 251-8200
13	Corpus Christi, TX	Hank and Tehra Eidenmuller and Margot Villarreal	5449 Bear Lane, Suite 424	Corpus Christi	TX	78405	(361) 855-2900
14	Dallas, TX (Midtown)	Christian Lundsberg	4140 Lemmon Avenue, Suite 240	Dallas	TX	75219	(972) 330-2890
15	Dallas, TX (SW)	Jeff and Nancy Reed and Alan Reed	3107 Camp Wisdom Road, Suite 210	Dallas	TX	75237	(469) 809-3555
16	Dallas, TX (West)	Jennifer Gardner and John Chay	2727 West Mockingbird, Suite 104	Dallas	TX	75235	(214) 637-5627
17	Denton, TX *	Bob Funk and Cindy Fairchild	3801 South I-35 East, Suite 126	Denton	TX	76207	(940) 312-7347
18	El Paso, TX (East)	Aracely Melendez	1368 Zaragoza Building A, Suite C	El Paso	TX	79936	(915) 307-8742
19	El Paso, TX (West)	Eddie Lee	5200 North Mesa, Suite C-101A	El Paso	TX	79912	(915) 842-8252
20	Fort Worth, TX (Downtown)	Lance and Julie Turner	2501 Parkview, Suite 101	Fort Worth	TX	76102	(817) 877-1044
21	Fort Worth, TX (North)	Lance and Julie Turner	6635 Sandshell Boulevard	Fort Worth	TX	76137	(817) 281-1570
22	Fort Worth, TX (South)	Lance Turner, Ambra Cole, and Jamie Tarpinning	3991 West Vickery	Fort Worth	TX	76107	(817) 737-2900
23	Garland, TX	Johnny and Samantha Clark	911 Main Street	Garland	TX	75040	(972) 681-1609
24	Houston, TX (Bay Area)	Mark and Mona Conrad	211 East Parkwood, Suite 210	Friendswood	TX	77546	(281) 648-4200

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25	Houston, TX (Bellaire)	Jason Lee and Olden Lee	6800 West Loop South, Suite 120	Houston	TX	77401	(713) 665-4800
26	Houston, TX (Downtown)	Terrence Black	1235 North Loop West, Suite 730	Houston	TX	77008	(713) 523-5530
27	Houston, TX (East)	Chris Berry	8018 N Highway 146, Site 2	Baytown	TX	77523	(281) 968-3381
28	Houston, TX (West) **	Tahita Doyle	Not Yet Open	Houston	TX		
29	Irving, TX	Mike and Arie Overby	4070 North Belt Line Road, Suite 126A	Irving	TX	75038	(972) 258-4981
30	Johnson County, TX	Sonja Southard	1409 South Broadway Street, Suite B	Joshua	TX	76058	(817) 487-4900
31	Katy, TX	Roland Rivera	23501 Cinco Ranch Boulevard, Suite B216	Katy	TX	77494	(281) 394-7419
32	Longview, TX	Kevin Sers and Ernie and Pat Sers	101 West Hawkins Parkway, Suite 4	Longview	TX	75605	(903) 663-3559
33	Lubbock, TX	Gary and Sandra Ball	7412 South University, Suite 11	Lubbock	TX	79423	(806) 745-2395
34	Lufkin, TX	Rhonda Simmons and Robert Williams	210C S. Timberland Drive	Lufkin	TX	75901	(936) 632-1171
	Nacogdoches, TX	Also Owned by Rhonda Simmons and Robert Williams	829 North University	Nacogdoches	TX	75961	(936) 560-1810
35	McAllen, TX	Matt Foerster and Leo Vargas	504 North Tenth Street, Suites B1, B2, & B9	McAllen	TX	78501	(956) 664-9675
36	Mesquite, TX	Mike Hilker	1220 North Town East Boulevard, Suite 334	Mesquite	TX	75150	(972) 698-6668
37	Midland, TX	Johnny and Samantha Clark	111 South B Street	Midland	TX	79701	(915) 570-8666
38	New Braunfels, TX	Kristi and Huntor Borland	111 West San Antonio Street, Suite 115	New Braunfels	TX	78130	(830) 626-2300
39	North Houston, TX *	Bob Funk and Susan Hughes	8111 North Sam Houston Parkway West, Suite 500	Houston	TX	77064	(281) 931-7100
	Conroe, TX *	Also Owned by Bob Funk and Susan Mullanix	2816 I-45 North, Suite 100	Conroe	TX	77303	(936) 760-1771
	Tomball, TX *	Also Owned by Bob Funk and Susan Mullanix	14015 Park Drive, Suite 219	Tomball	TX	77377	(281) 290-6330
40	Odessa, TX	Iretta Pruit and Amber and Oliver Gray	2817 John Ben Shepperd Pkwy., Suite E16	Odessa	TX	79762	(432) 550-0270
41	Permian Basin, TX	Johnny and Samanth Clark	111 South B Street	Midland	TX	79701	(432) 203-3635
42	Round Rock, TX	Jan Thomason	2000 N. Mays Avenue, Suite 202	Round Rock	TX	78664	(512) 255-2525
43	San Antonio, TX (NE)	Jeff and Kay Meyer	8379 Perrin-Beitel Road	San Antonio	TX	78218	(210) 653-5627
44	San Antonio, TX (NW)	Robert Spencer	8131 I-H 10, Suite 225	San Antonio	TX	78230	(210) 340-3939
45	San Antonio, TX (SE)	Kristi and Huntor Borland	403 South WW White Road, suite 222B	San Antonio	TX	78219	(210) 923-1774
46	San Antonio, TX (SW)	Kristi and Huntor Borland	9055 Marbach Road, Suite 101	San Antonio	TX	78245	(210) 674-3300
47	Sherman, TX *	Bob Funk and Rocky Gill	4001 North Highway 75, Suite 350	Sherman	TX	75090	(903) 893-1122
	Greenville, TX *	Also Owned by Bob Funk and Rocky Gill	6413 Wesley Street, Suite B	Greenville	TX	75402	(903) 454-2997
	Mt. Pleasant, TX *	Also Owned by Bob Funk and Rocky Gill	1009 South Jefferson Avenue, Suite 200	Mt. Pleasant	TX	75455	(430) 222-2085
	Paris, TX *	Also Owned by Bob Funk and Rocky Gill	2751 East Price	Paris	TX	75460	(903) 706-5192
	Sulphur Springs, TX *	Also Owned by Bob Funk and Rocky Gill	200 West Shannon Road, Suite C	Sulphur Springs	TX	75482	(903) 919-5082



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48	Temple, TX	Debbie Zembo and George Gromacki	200 West Calhoun	Temple	TX	76501	(254) 771-5595
	Killeen, TX	Also Owned by Deborah Zembo and George Gromacki	1801 Trimmier Road, #A7	Killeen	TX	76541	(254) 554-5700
49	Tyler, TX *	Bob Funk and Rocky Gill	5604 Donnybrook Avenue	Tyler	TX	75703	(903) 592-9999
	Athens, TX *	Also Owned by Bob Funk and Rocky Gill	909 East Tyler Street, Suite 111	Athens	TX	75751	(903) 675-9269
50	Victoria, TX	Russell Dempsey and Doug French	5319 North Navarro	Victoria	TX	77904	(320) 200-5151
51	Waco, TX	Debbie Zembo, Joey Zembo, and George Gromacki	6321 Sanger	Waco	TX	76710	(254) 776-3300
52	Waxahachie, TX	Matt and Rachel Tibbetts	138 North Highway 77	Waxahachie	TX	75165	(972) 938-1717
53	Weatherford, TX	Robert and Linda Harris	218 Santa Fe Drive	Weatherford	TX	76086	(817) 594-3600
54	Wichita Falls, TX	Tandy Kimbro and Jamie Riedt	3612 Kemp Boulevard	Wichita Falls	TX	76308	(940) 691-8367
<b>UTAH</b>							
1	Cottonwood Heights, UT	Lynn Hirschi and Tori Lima	7177 South Highland Drive, Suite A	Cottonwood Heights	UT	84121	(801) 566-5026
2	Layton, UT	Michael Johnson	1916 North 700 West, Suite 210	Layton	UT	84041	(801) 728-3228
3	Logan, UT	Doug and Rebecca Anthony	1545 North Main, Suite 100	Logan	UT	84341	(435) 213-9595
4	Ogden, UT	Mark Roundy	3895 South Washington Boulevard #2	Ogden	UT	84403	(801) 752-0110
5	Orem, UT	John and Donna Diehl	1041 South Orem Boulevard	Orem	UT	84058	(801) 374-9300
6	Saint George, UT	Eric Myers	344 East Sunland Drive, Unit #1	Saint George	UT	84790	(435) 674-1110
	Cedar City, UT	Also Owned by Eric Myers	392 West 200 North	Cedar City	UT	84720	(435) 586-9084
7	Spanish Fork, UT	Dave and Jennifer Reben	324 North Main Street	Spanish Fork	UT	84660	(801) 900-6268
8	West Valley, UT	Leslie Hackett	3712 West 3500 South	West Valley City	UT	84120	(801) 255-1441
<b>VIRGINIA</b>							
1	Charlottesville, VA	Rich and Lori McWilliams	2114 Angus Road, Suite 101	Charlottesville	VA	22901	(434) 290-0470
2	Chesapeake-Suffolk, VA	Chris and Beth Cary	1244 A Executive Blvd, Suite 101	Chesapeake	VA	23320	(757) 392-9998
3	Loudoun County, VA	Jeremy Black	14 Pidgeon Hill Drive, Suite 160	Sterling	VA	20165	(703) 349-2003
4	Lynchburg, VA	Tracy Wood-Brummette and John Brummette	101 Hexham Dr., Suite A	Lynchburg	VA	24502	(434) 867-1101
5	Manassas, VA	Rory McFadden and Tyler Reynolds	9210 Church Street, 2nd Floor	Manassas	VA	20110	(703) 665-1717
6	Newport News, VA	Chris and Beth Cary	736A Thimble Shoals Boulevard	Newport News	VA	23606	(757) 596-8888
7	Richmond, VA (Central)	Tim and Rebecca Salavejus	5253 South Laburnum Avenue	Richmond	VA	23231	(804) 413-6640
8	Richmond, VA (North)	Lorraine Alexander and Joe Farmer	2120 Staples Mill Road, Suite 301	Richmond	VA	23230	(804) 261-4170
9	Roanoke, VA	Garry Norris	1910 Electric Road	Roanoke	VA	24018	(540) 989-7000
	New River Valley, VA	Also Owned by Garry Norris	3225 North Franklin Street, Suite 10	Christiansburg	VA	24073	(540) 639-1692
10	Stafford, VA **	Anosh Vatcha	Not Yet Open	Stafford	VA		
11	Tyson, VA	Kevin McCullough	7531 Leesburg Pike, Suite 202	Falls Church	VA	22043	(703) 831-2464

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	Location	Owners	Address 1	City	State	Zip Code	Phone
12	Virginia Beach, VA	Mike and Karol Hatten	4530 Professional Circle, Suite 1B	Virginia Beach	VA	23455	(757) 961-8368
13	Winchester, VA	Zachary Goetz and Chad Drainer	2217 Papermill Road	Winchester	VA	22601	(540) 545-0036
<b>WASHINGTON</b>							
1	Aberdeen, WA	Reid Bates, Todd Maynes, Ashley Stone, Nicole McEntyre	601 West Wishkah Street	Aberdeen	WA	98520	(360) 533-6755
2	Bellevue, WA	Jake Domer and Daniel Donohue	4020 Lake Washington Blvd. NE., Suite 302	Kirkland	WA	98033	(425) 747-2424
3	Bellingham, WA	Mark and Sandy Hagen	4164 Meridian Street, Suite 200	Bellingham	WA	98226	(360) 734-2457
4	Bremerton, WA	Kristal Thomas	4545 Auto Center Way, Suite B-2	Bremerton	WA	98312	(360) 479-4756
5	Centralia, WA	Eric Schubert and Samantha McCrady	114 West Walnut Street	Centralia	WA	98531	(360) 330-9050
6	Everett, WA	Carrie and Gary Manner	906 Southeast Everett Mall Way, Suite 140	Everett	WA	98208	(425) 339-8400
7	Kennewick, WA	Jason and Rebecca Jones	7014 Okanogan Place	Kennewick	WA	99336	(509) 735-7072
8	Kent, WA	Kris & Jill Hoglund, D Colston, E Arunga, D Lowe	841 North Central Avenue, #C-115	Kent	WA	98032	(253) 850-1344
9	Longview, WA *	Bill Stoller, Lisa Straughan and Jenny McCallum	1208 Washington Way, Suite 130	Longview	WA	98632	(360) 414-1200
10	Lynnwood, WA	Greg Lowe	19009 33rd Avenue West, Suite 204	Lynnwood	WA	98036	(425) 775-4903
11	Moses Lake, WA	Jim and Karen Sperry	131 West 4th Avenue	Moses Lake	WA	98837	(509) 764-6680
12	Mount Vernon, WA	Mark and Sandy Hagen	1806 Riverside Drive, Suite D	Mount Vernon	WA	98273	(360) 336-1980
13	Olympia, WA	Reid Bates, Todd Maynes, Ashley Stone, Nicole McEntyre	1120 Harrison Avenue Northwest	Olympia	WA	98502	(360) 357-7195
14	Port Angeles, WA	Duane Folden	1128 E. Front Street	Port Angeles	WA	98362	(360) 452-1253
15	Seattle, WA	Kris & Jill Hoglund, D Colston, E Arunga, D Lowe	2401 Fourth Avenue, Suite 150	Seattle	WA	98121	(206) 443-5627
16	Seattle, WA (North)	Kris & Jill Hoglund, D Colston, E Arunga, D Lowe	400 North 34th Street, Suite 216	Seattle	WA	98103	(206) 363-1140
17	Spokane, WA	Ira and Susan Amstadter	331 W. Main	Spokane	WA	99201	(509) 747-6011
18	Tacoma, WA	Jan Schwenger, Pauline Schwenger, and Monika Lewis	4301 South Pine Street, Suite 160	Tacoma	WA	98409	(253) 475-6855
19	Vancouver, WA *	Bill Stoller, Krista DiGiacomo and Jenny McCallum	2612 Northeast 114th Avenue, Suite 2	Vancouver	WA	98684	(360) 883-3600
20	Walla Walla, WA	Shannon Bergevin	101 West Poplar Street, Suite A	Walla Walla	WA	99362	(509) 522-1326
21	Wenatchee, WA	Jay and Debbie Smith	411-B North Chelan Avenue	Wenatchee	WA	98801	(509) 662-5187
22	Yakima, WA	Doug Jones	1021 S. 40th Avenue, Suite 1	Yakima	WA	98908	(509) 575-7770
<b>WEST VIRGINIA</b>							
1	Charleston, WV	Tom Wirts	47 RHL Boulevard	Charleston	WV	25309	(304) 746-8888
2	Huntington, WV	John Adams	3677 US Route 60 East, Suite 5	Barboursville	WV	25504	(304) 733-5627
3	Morgantown, WV	Chad Drainer	1000 Coombs Farm Drive, Suite 106	Morgantown	WV	26508	(304) 381-4466
<b>WISCONSIN</b>							
1	Appleton, WI	Mark and Mary Leupold	3303 West College Avenue, Suite B	Appleton	WI	54914	(920) 624-6100

**LIST OF CURRENT FRANCHISEES  
(As Of December 31, 2023)**

	<b>Location</b>	<b>Owners</b>	<b>Address 1</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Phone</b>
2	Brookfield, WI	Andy and Erin Fuller	16655 West Bluemound Road, Suite 202	Brookfield	WI	53005	(262) 754-1350
3	Eau Claire, WI	Norm Doty, Amy Holtz and Michael Kreiling	3311 Golf Road	Eau Claire	WI	54701	(715) 831-8778
	Menomonie, WI	Also Owned by Norm Doty, Amy Holtz and Michael Kreiling	1915 Wilson Street	Menomonie	WI	54751	(715) 235-3500
4	Green Bay, WI	Matt and Kim Sullivan	2271 Fox Heights Lane	Green Bay	WI	54304	(920) 940-6000
5	Janesville, WI	Vicki Schmuck-Donalson	941 North Washington Street	Janesville	WI	53548	(608) 741-1600
6	La Crosse, WI	Adam Glahn, Jessie Glahn, and Mark Glahn	2240 Rose Street	La Crosse	WI	54603	(608) 779-4252
7	Madison West (Fitchburg), WI	Mike Schaul, Matt Timmerman, Katie Telfer, Carey Campbell	2980 Cahill Main, Suite 106	Fitchburg	WI	53711	(608) 663-1940
8	Madison, WI	Stacey Riechers	1731 Thierer Road	Madison	WI	53704	(608) 237-8717
9	Medford, WI	Norm Doty, Amy Holtz, Michael Kreiling, Justin Ban	1126 South 8th Street, Suite A	Medford	WI	54451	(715) 785-7905
	Weston (Wausau), WI	Also Owned by Norm Doty, Amy Holtz, Michael Kreiling, Justin Ban	1134 East Grand Avenue	Rothschild	WI	54474	(715) 241-6721
10	Mequon, WI	Terry and Cindy Schacht	11126 North Cedarburg Road	Mequon	WI	53092	(262) 242-0303
11	Milwaukee, WI (Downtown)	Jeff Peters	1845 North Farwell Avenue, Suite 201	Milwaukee	WI	53202	(414) 935-4800
12	Milwaukee, WI (South)	Bob Coletti	6767 West Greenfield Avenue	West Allis	WI	53214	(414) 856-2380
13	Milwaukee, WI (West)	Andy and Erin Fuller	2525 N Mayfair Road, Suite 80	Wauwatosa	WI	53226	(414) 677-0330
14	Oshkosh, WI	Mark and Mary Leupold	1775 W Witzel Avenue	Oshkosh	WI	54902	(920) 624-6100
15	Racine, WI	Loretta Olson, Gus Antonneau, Tim Mason, Todd Hunsucker	1300 South Green Bay Road, Suite 200	Racine	WI	53406	(262) 635-8580
16	Sheboygan, WI	Elissa Lux	2625 Calumet Drive	Sheboygan	WI	53083	(920) 452-0662
17	Stevens Point, WI	Norm Doty, Mark Glahn and Justin Bangtson	1001 Brilowski Road, Suite A	Stevens Point	WI	54482	(715) 344-1100
18	Watertown, WI	Stacey Riechers	1305 Memorial Drive	Watertown	WI	53098	(920) 545-5440
19	Waukesha, WI	Bobee and Andrew Bero	2717 North Grandview Boulevard, Suite 100	Waukesha	WI	53188	(262) 264-5553
<b>WYOMING</b>							
1	Casper, WY	Peaches Lynch and Birl Lynch	300 North Ash, #2	Casper	WY	82601	(307) 265-0289
2	Cheyenne, WY	Renee and Pat Ashworth	2205 East Pershing Boulevard	Cheyenne	WY	82001	(307) 632-0567
	Laramie, WY	Also Owned by Renee and Pat Ashworth	260 North 4th Street	Laramie	WY	82070	(307) 460-9074
3	Cody, WY	Mary Brazill	2706 Big Horn Avenue, Suite C	Cody	WY	82414	(307) 587-1111

\* These Express Employment Professional Businesses are owned by Our Founders

\*\* These Franchisee have signed the Franchise Agreements, but have not yet opened their Express Employment Professionals Businesses.

**LIST OF FORMER FRANCHISEES  
(As Of December 31, 2023)**

Owners	Address	City	State	Zip Code	Phone
Terry and Amelia Stansell	3702 Ross Clark Circle, Suite 3	Dothan	AL	36303	(334) 671-1315
Becky Simpson and John Lawson *	2600 South Olive Street	Pine Bluff	AR	71601	(870) 535-3330
Becky Simpson and John Lawson *	1904 S. Main Street, Suite 1	Stuttgart	AR	72160	(870) 672-4568
Zachary and Debora Henley	6245 Bristol Parkway	Culver City	CA	90230	(310) 280-9848
Munib Razzaq	12873 Harbor Boulevard, Suite M3	Garden Grove	CA	92840	(714) 204-0520
Destiny Brown	15550 Main Street, Unit C-12	Hesperia	CA	92345	(760) 953-6574
Natasha Weidemann *	Never Opened	Orange	CA		(714) 676-5198
Andrew Hoskins and Sharon Bowers	41319 12th Street West, Suite 104	Palmdale	CA	93551	(661) 526-5307
Sarah Sesseman	2303 Camino Ramon, Suite 204	San Ramon	CA	94583	(925) 204-6251
Jay Diaz *	1165 Main Street, Suite 350	East Hartford	CT	06108	(860) 566-8484
Scott Bullard	1495 Black Rock Turnpike	Fairfield	CT	06825	(203) 368-3334
Mohammad Nasir	476 Wolcott Street	Waterbury	CT	06705	(475) 233-2293
Celia Smith *	Never Opened	Boca Raton	FL		(865) 531-1720
Adam Thomas	3740 Saint Johns Bluff Road South, Suite 7	Jacksonville	FL	32224	(904) 800-2933
Ken and Diane Frazer *	4326 Park Boulevard, Suite E	Pinellas Park	FL	33781	(727) 479-0679
Donna Morgan	1660 North Monroe Street, Unit 5	Tallahassee	FL	32303	(850) 270-0047
David Black	2675 Paces Ferry Road, Suite 300	Atlanta	GA	30339	(770) 303-0099
Mike and Janine Hendley	650 Scranton Road, Suite M	Brunswick	GA	31520	(912) 280-0700
Doug and Anna Dirrim	2440 Old Milton Parkway, Suite 400	Alpharetta	GA	3009	(770) 809-3191
Lucy Torres and Diana Garcia *	869 Sanders Road	Northbrook	IL	60062	(847) 739-2500
Dean Roller and Tim Tucker *	1100 Lincoln Avenue	Evansville	IN	47714	(812) 401-5454
Scott and Emily Makinson *	1133 West Main Street, Suite D	Greenfield	IN	46140	(317) 251-3608
Mary Jo Roth	8459 US 42, Suite B	Florence	KY	41042	(859) 525-7722
Mark Ivaska	3321 Stadium Drive, Suite D	Kalamazoo	MI	49008	(269) 353-7113
Jon Obrecht *	102 Northeast 3rd Street, Suite 100	Grand Rapids	MN	55744	(218) 326-9461
Jon Obrecht *	522 East Howard Street, Suite 109	Hibbing	MN	55746	(218) 262-1692
Grant Moody	113 Monroe Avenue	North Mankato	MN	56003	(507) 387-5620
Brad Collins	8423 Wornall	Kansas City	MO	64114	(816) 994-6894
Karen Lance *	682 Highway 142	Poplar Bluff	MO	63901	(573) 686-8800
Jeremiah and Alex Johnson	3365 Colton Drive, Suite B	Helena	MT	59602	(406) 442-7501
Sam and Pam Higdon and Jeff Higdon *	4701 Creedmoor Road, Suite 115	Raleigh	NC	27612	(919) 788-9575
Chris and Sonya Greenberg	3590 South 42nd Street	Grand Forks	ND	58201	(701) 787-5655

**LIST OF FORMER FRANCHISEES  
(As Of December 31, 2023)**

Owners	Address	City	State	Zip Code	Phone
Tanuja Adiani and Satish Girotra	1142 E. Jersey St.	Elizabeth	NJ	07201	(609) 629-3230
Jonathan Thom	9664 Eagle Ranch Road Northwest, Suite 2	Albuquerque	NM	87114	(505) 508-2162
Jim and Donna Bartunek and Tanya Trinidad	1 Rabro Drive, Suite 104	Hauppauge	NY	11788	(631) 406-4064
Sandra Jackson	3 Neptune Road, Suite P23	Poughkeepsie	NY	12601	(845) 849-2890
Chuck and Betsy Harris	4760 Cornell Road	Cincinnati	OH	45241	(513) 489-7787
Diane Keefer	1154 Hinkle Dr., Suite H	Wadsworth	OH	44281	(330) 237-2100
Jimmy Trigg	259 Broad Street, Suite B	Sumter	SC	29150	(803) 795-1850
Rhonda Choate and Ashleigh Wilkerson *	111 North Trigg Avenue	Gallatin	TN	37066	(615) 451-7111
Michael and Stephanie Cooter	2909 East Oakland Avenue, Suite 103	Johnson City	TN	37601	(432) 282-4672
Liza and Tim McGinn	1421 South Main Street, Suite 113	Boerne	TX	78006	(830) 331-1000
Jim Frederick and Gidget Pritchard	14755 Preston Road, Suite 830	Dallas	TX	75254	(972) 385-3155
Carol Akins and Sandy Beserra	1220 North Town East Boulevard, Suite 334	Mesquite	TX	75150	(972) 698-6668
Steve Boswell and Eric Tokarski	18333 Preston Road, Suite 315	Dallas	TX	75252	(214) 238-8330
Vicki Walker	1000 East Campbell Rd., Suite 114	Richardson	TX	75081	(972) 231-7664
Mark Elliott and Mike Elliott	6321 Sanger	Waco	TX	76710	(254) 776-3300
Leslie Hackett *	124 South 400 East, Suite 350	Salt Lake City	UT	84111	(801) 521-4210
D'Shara McRae	Never Opened	Norfolk	VA		(404) 441-2096
Lloyd and Donna Schantz	5253 South Laburnum Avenue	Richmond	VA	23231	(804) 413-6640
David Crowley	1845 North Farwell Avenue, Suite 201	Milwaukee	WI	53202	(414) 935-4800

\* These franchisee owned multiple Express Employment Professionals offices and remain Our franchisees.

\*\* If You buy this franchise, Your contact information may be disclosed to other buyers when You leave the franchise system.

**LIST OF COMPANY-OWNED UNITS  
(As Of December 31, 2023)**

Location	Address 1	City	State	Zip Code	Phone
Kansas City, MO (South)	8423 Wornall	Kansas City	MO	64114	(816) 994-6894
Dallas, TX (North)	18333 Preston Road, Suite 315	Dallas	TX	75254	(214) 238-8330
Plano, TX	18333 Preston Road, Suite 315	Dallas	TX	75252	(214) 238-8330



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EXHIBIT I  
FINANCIAL STATEMENTS



# **Express Services, Inc.**

Consolidated Financial Report  
December 31, 2023

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RSM US LLP

## Independent Auditor's Report

Board of Directors  
Express Services, Inc.

### •Opinion

We have audited the consolidated financial statements of Express Services, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and December 25, 2022, the related consolidated statements of comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2023, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and December 25, 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023 in accordance with accounting principles generally accepted in the United States of America.

### •Basis for Opinion

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

### Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The *Supplemental System Wide Information* shown on page 4 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management, is marked "unaudited" and has not been subjected to the auditing procedures applied in the audit of the basic financial statements. Accordingly, we do not express an opinion or provide any assurance on it.

### •Responsibilities of Management for the Financial Statements

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

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

### **Auditor's Responsibilities for the Audit of the Financial Statements**

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

In performing an audit in accordance with GAAS, we:

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

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.

*RSM US LLP*

Oklahoma City, Oklahoma  
March 22, 2024

## Express Services, Inc. and Subsidiaries

### Consolidated Balance Sheets December 31, 2023 and December 25, 2022

	2023	2022
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 251,424,000	\$ 202,877,000
Restricted cash and cash equivalents	1,527,000	759,000
Available-for-sale securities, at fair value	108,850,000	127,849,000
Restricted available-for-sale securities, at fair value	-	898,000
Equity securities, at fair value	68,536,000	59,353,000
Accounts receivable, net of allowance for doubtful accounts	354,270,000	412,765,000
Prepaid expenses and other current assets	22,085,000	17,120,000
<b>Total current assets</b>	<b>806,692,000</b>	<b>821,621,000</b>
Accounts and notes receivable from franchisees	3,718,000	3,726,000
Deferred income taxes	2,941,000	5,348,000
Prepays and other assets, net	16,652,000	17,098,000
Property and equipment, net of accumulated depreciation	57,882,000	56,171,000
Advances and notes receivable from related parties	92,731,000	89,899,000
Intangible asset—noncompete, net	12,918,000	13,786,000
<b>Total assets</b>	<b>\$ 993,534,000</b>	<b>\$ 1,007,649,000</b>
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable and other accrued liabilities	\$ 61,629,000	\$ 69,763,000
Accrued payroll and payroll taxes	65,850,000	86,670,000
Reserve for loss and loss adjustments	105,187,000	126,151,000
Related party reserve for loss and loss adjustments	1,277,000	-
Franchisee share of gross margin and other payables to franchisees	127,308,000	127,675,000
Cash distribution payable to stockholders	26,511,000	25,697,000
Current portion of deferred compensation	3,266,000	2,538,000
Current portion of accrued termination benefits	1,970,000	7,350,000
<b>Total current liabilities</b>	<b>392,998,000</b>	<b>445,844,000</b>
Deferred compensation	33,711,000	34,162,000
Accrued termination benefits	19,797,000	18,191,000
<b>Total liabilities</b>	<b>446,506,000</b>	<b>498,197,000</b>
Stockholders' equity:		
Express Services, Inc. stockholders' equity:		
Common stock, Class A—voting, \$.001 par value, 500,000 shares authorized; 15,450 shares issued and outstanding	-	-
Common stock, Class B—nonvoting, \$.001 par value, 9,500,000 shares authorized; 139,050 shares issued and outstanding	-	-
Additional paid-in capital	1,368,000	2,651,000
Accumulated other comprehensive (loss)	(9,138,000)	(11,104,000)
Retained earnings	553,771,000	515,729,000
<b>Total stockholders' equity</b>	<b>546,001,000</b>	<b>507,276,000</b>
Redeemable non-controlling interest	1,027,000	2,176,000
<b>Total stockholders' equity</b>	<b>547,028,000</b>	<b>509,452,000</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 993,534,000</b>	<b>\$ 1,007,649,000</b>

See notes to consolidated financial statements.

## Express Services, Inc. and Subsidiaries

### Consolidated Statements of Comprehensive Income Years Ended December 31, 2023, December 25, 2022 and December 26, 2021

	2023	2022	2021
Sales of temporary help services	\$ 3,569,313,000	\$ 3,896,898,000	\$ 3,626,096,000
Costs of temporary help services	(2,805,272,000)	(3,079,833,000)	(2,873,993,000)
Franchisee share of gross margin	(463,819,000)	(509,518,000)	(464,278,000)
<b>Gross profit on sales of temporary help services</b>	<b>300,222,000</b>	<b>307,547,000</b>	<b>287,825,000</b>
Franchisee fees and royalties	<b>20,983,000</b>	<b>24,684,000</b>	<b>14,961,000</b>
<b>Gross profit</b>	<b>321,205,000</b>	<b>332,231,000</b>	<b>302,786,000</b>
Operating expenses:			
Compensation expense	88,406,000	84,055,000	80,410,000
General and administrative	117,189,000	101,848,000	72,952,000
Depreciation and amortization	12,246,000	11,205,000	9,434,000
<b>Total operating expenses</b>	<b>217,841,000</b>	<b>197,108,000</b>	<b>162,796,000</b>
Other income (expense):			
Other income	3,244,000	3,845,000	5,988,000
Interest income	21,514,000	9,489,000	4,955,000
Net unrealized gains (losses) on equity securities	7,985,000	(11,744,000)	6,069,000
Interest expense	(3,393,000)	(2,227,000)	(1,425,000)
<b>Total other income (expense)</b>	<b>29,350,000</b>	<b>(637,000)</b>	<b>15,587,000</b>
<b>Income before taxes</b>	<b>132,714,000</b>	<b>134,486,000</b>	<b>155,577,000</b>
Income tax provision	(7,926,000)	(595,000)	(3,853,000)
<b>Net earnings</b>	<b>124,788,000</b>	<b>133,891,000</b>	<b>151,724,000</b>
Net income attributable to noncontrolling interest	(53,000)	191,000	-
<b>Net earnings attributable to Express Services, Inc.</b>	<b>\$ 124,841,000</b>	<b>\$ 133,700,000</b>	<b>\$ 151,724,000</b>
Other comprehensive income (loss):			
Foreign currency translation adjustment	\$ 250,000	\$ (2,693,000)	\$ (564,000)
Unrealized gain (loss) on available for sale securities, net of deferred tax expense (benefit) of \$456,000, (\$1,754,000), and (\$354,000), for the years ended December 31, 2023 December 25, 2022 and December 26, 2021	1,716,000	(6,599,000)	(1,332,000)
<b>Other comprehensive income (loss):</b>	<b>1,966,000</b>	<b>(9,292,000)</b>	<b>(1,896,000)</b>
<b>Comprehensive income attributable to Express Services, Inc.</b>	<b>\$ 126,807,000</b>	<b>\$ 124,408,000</b>	<b>\$ 149,828,000</b>
Supplemental system wide information (unaudited):			
System wide sales	<b>\$ 4,101,417,000</b>	<b>\$ 4,515,127,000</b>	<b>\$ 4,164,370,000</b>

System wide information includes sales of the Company, international and stockholder-owned and operated franchises, and affiliated entities.

See notes to consolidated financial statements.

**Express Services, Inc. and Subsidiaries**

**Consolidated Statements of Stockholders' Equity**

**Years Ended December 31, 2023, December 25, 2022 and December 26, 2021**

	Class A		Class B		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interest	Retained Earnings	Total Stockholders' Equity
	Shares	Amount	Shares	Amount					
Balance, December 28, 2020	15,450	\$ -	139,050	\$ -	\$ 2,651,000	\$ 84,000	\$ -	\$ 327,436,000	\$ 330,171,000
Net earnings	-	-	-	-	-	-	-	151,724,000	151,724,000
Other comprehensive loss—foreign currency translation adjustments	-	-	-	-	-	(564,000)	-	-	(564,000)
Other comprehensive loss— unrealized loss on available-for-sale securities	-	-	-	-	-	(1,332,000)	-	-	(1,332,000)
Stockholder distributions declared	-	-	-	-	-	-	-	(50,513,000)	(50,513,000)
Balance, December 26, 2021	15,450	-	139,050	-	2,651,000	(1,812,000)	-	428,647,000	429,486,000
Net earnings	-	-	-	-	-	-	191,000	133,700,000	133,891,000
Other comprehensive loss - foreign currency translation adjustments	-	-	-	-	-	(2,693,000)	-	-	(2,693,000)
Other comprehensive loss— unrealized loss on available-for-sale securities	-	-	-	-	-	(6,599,000)	-	-	(6,599,000)
Stockholder distributions declared	-	-	-	-	-	-	-	(46,618,000)	(46,618,000)
Noncontrolling interest received in business combination acquisition	-	-	-	-	-	-	1,985,000	-	1,985,000
Balance, December 25, 2022	15,450	-	139,050	-	2,651,000	(11,104,000)	2,176,000	515,729,000	509,452,000
Net (loss) earnings	-	-	-	-	-	-	(53,000)	124,841,000	124,788,000
Other comprehensive income—foreign currency translation adjustments	-	-	-	-	-	250,000	-	-	250,000
Other comprehensive income— unrealized gain on available-for-sale securities	-	-	-	-	-	1,716,000	-	-	1,716,000
Stockholder distributions declared	-	-	-	-	-	-	-	(86,799,000)	(86,799,000)
Noncontrolling interest shares acquired	-	-	-	-	(1,283,000)	-	(1,096,000)	-	(2,379,000)
<b>Balance, December 31, 2023</b>	<b>15,450</b>	<b>\$ -</b>	<b>139,050</b>	<b>\$ -</b>	<b>\$ 1,368,000</b>	<b>\$ (9,138,000)</b>	<b>\$ 1,027,000</b>	<b>\$ 553,771,000</b>	<b>\$ 547,028,000</b>

See notes to consolidated financial statements.

## Express Services, Inc. and Subsidiaries

### Consolidated Statements of Cash Flows Years Ended December 31, 2023, December 25, 2022 and December 26, 2021

	2023	2022	2021
Cash flows from operating activities:			
Net earnings	\$ 124,788,000	\$ 133,891,000	\$ 151,724,000
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	12,246,000	11,205,000	9,434,000
Provision for doubtful accounts	1,336,000	2,325,000	50,000
Gain on sale of property and equipment	(1,138,000)	(52,000)	(1,500,000)
Realized (gains) losses on investments	26,000	4,000	(211,000)
Net unrealized (gains) losses on equity securities	(7,985,000)	11,744,000	(6,069,000)
Net amortization of bond discount and premiums	400,000	838,000	668,000
Deferred compensation expense	4,555,000	3,715,000	3,585,000
Noncash interest income	(840,000)	(468,000)	(403,000)
Deferred income tax (benefit) expense	1,951,000	(2,868,000)	853,000
Changes in assets and liabilities, net of effects of foreign currency translation:			
Accounts receivable and accounts and notes receivable from franchisees	67,738,000	49,502,000	(49,654,000)
Prepaid expenses and other assets	(5,957,000)	(7,488,000)	(3,074,000)
Accounts payable and other accrued liabilities	(8,514,000)	(1,849,000)	18,022,000
Accrued payroll and payroll taxes, franchisee share of gross margin and other payables to franchisees, deferred compensation and accrued termination benefits	(31,763,000)	(49,977,000)	(38,831,000)
Reserve for loss and loss adjustment	(18,410,000)	3,643,000	9,143,000
<b>Net cash provided by operating activities</b>	<b>138,433,000</b>	<b>154,165,000</b>	<b>93,737,000</b>
Cash flows from investing activities:			
Sales and maturities of investments	83,051,000	50,821,000	37,397,000
Purchases of investments	(62,606,000)	(97,345,000)	(48,503,000)
Net change in shareholder franchises accounts receivable and liabilities	(8,402,000)	(4,581,000)	291,000
Net advances on notes receivable from related parties	(1,992,000)	(1,946,000)	(2,133,000)
Capital expenditures	(12,613,000)	(25,644,000)	(10,631,000)
Proceeds from sale of property and equipment	1,142,000	62,000	2,390,000
Cash paid for business combination acquisition, net of cash received	-	(7,426,000)	-
Purchase of shares from noncontrolling interest holder	(2,379,000)	-	-
<b>Net cash used in investing activities</b>	<b>(3,799,000)</b>	<b>(86,059,000)</b>	<b>(21,189,000)</b>

(Continued)



## Express Services, Inc. and Subsidiaries

### Consolidated Statements of Cash Flows (Continued) Years Ended December 31, 2023, December 25, 2022 and December 26, 2021

	2023	2022	2021
Cash flows from financing activities:			
Advances on long-term debt	\$ -	\$ -	\$ 565,000
Payments on long-term debt and capital leases	-	(620,000)	(2,040,000)
Stockholder distributions	<u>(85,985,000)</u>	<u>(54,167,000)</u>	<u>(77,267,000)</u>
<b>Net cash used in financing activities</b>	<b><u>(85,985,000)</u></b>	<b><u>(54,787,000)</u></b>	<b><u>(78,742,000)</u></b>
<b>Effect of exchange rate changes on cash and cash equivalents</b>	<b><u>666,000</u></b>	<b><u>(539,000)</u></b>	<b><u>(125,000)</u></b>
<b>Net increase (decrease) in cash and cash equivalents and restricted cash and cash equivalents</b>	<b>49,315,000</b>	<b>12,780,000</b>	<b>(6,319,000)</b>
Cash and cash equivalents, beginning of year	<b>202,877,000</b>	190,570,000	196,032,000
Restricted cash and cash equivalents, beginning of year	<b>759,000</b>	286,000	1,143,000
	<b><u>203,636,000</u></b>	<u>190,856,000</u>	<u>197,175,000</u>
Cash and cash equivalents, end of year	<b>251,424,000</b>	202,877,000	190,570,000
Restricted cash and cash equivalents, end of year	<b><u>1,527,000</u></b>	<u>759,000</u>	<u>286,000</u>
Cash and cash equivalents and restricted cash and cash equivalents, end of year	<b><u>\$ 252,951,000</u></b>	<b><u>\$ 203,636,000</u></b>	<b><u>\$ 190,856,000</u></b>
Supplemental cash flow information:			
Cash paid for interest	<b><u>\$ 3,416,000</u></b>	<b><u>\$ 2,123,000</u></b>	<b><u>\$ 353,000</u></b>
Cash paid for taxes	<b><u>\$ 7,730,000</u></b>	<b><u>\$ 3,732,000</u></b>	<b><u>\$ 4,938,000</u></b>
Noncash investing and financing activities:			
Cash distributions payable to stockholders	<b><u>\$ 26,511,000</u></b>	<b><u>\$ 25,697,000</u></b>	<b><u>\$ 33,246,000</u></b>
Property and equipment financed through capital leases	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 22,000</u></b>
Subscription agreement obligations due from franchises	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 2,446,000</u></b>
Noncontrolling interest received in connection with business combination acquisition	<b><u>\$ -</u></b>	<b><u>\$ 1,985,000</u></b>	<b><u>\$ -</u></b>
Noncash operating activities:			
Addition of intangible asset—noncompete and developer liabilities	<b><u>\$ 722,000</u></b>	<b><u>\$ 713,000</u></b>	<b><u>\$ 2,446,000</u></b>

See notes to consolidated financial statements.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies

**Organization and basis of presentation:** The consolidated financial statements include the accounts of Express Services, Inc. (ESI) and its subsidiaries (the Company). All significant intercompany balances and transactions have been eliminated in the accompanying consolidated financial statements. The wholly owned subsidiaries of the Company consist of the following:

**Express Services of Canada Company:** Express Services of Canada Company (ESC), a foreign corporation, provides temporary help services in Canada.

**Express Professionals Indemnity Company:** Express Professionals Indemnity Company (EPIC) was incorporated on June 29, 2012, as a licensed pure captive insurance company under the provisions of the Oklahoma Captive Insurance Company Act (the Insurance Act) to insure the risks of the Company and its subsidiaries for workers' compensation and employment practices liability.

**Other subsidiaries:** The Company also has the following subsidiaries, none of which had material operations in 2023, 2022 or 2021:

- Domestic entities
  - Express Holdings, LLC III (EH III);
  - Express Holdings, Inc. IV (EH IV);
  - Express Global Enterprises, LP (EGE);
  - Express Travel Services, Inc. (ETS) (subsumed into ESI in 2022);
  - Express Development Corporation, Inc. (EDC);
  - Express Development II, LLC (EDII);
  - Express Development IV, LLC (EDIV);
  - EMS, LLC;
  - EMS Holding Company, LLC;
  - Express Franchise Access, LLC;
  - ExtendHR, LLC;
  - Alamo Franchise Services, LLC (Alamo);
  - United Express Equity Investments, LLC (formerly Barre Code Equity, LLC);
  - SRG Professionals, LLC (formed 2021); and
  - Excelerant Development, LLC (Excelerant) (formed 2021).
- International entities
  - Express Managed Services of Canada Limited (Canada) (formed in 2023)
  - Express Personnel SA Proprietary Limited (South Africa);
  - Express Employment Professionals SA Proprietary Limited (South Africa);
  - Express Personnel Accounting SA Proprietary Limited (South Africa);
  - Express Personnel Finance Proprietary Limited (South Africa);
  - Express Newco Proprietary Limited (South Africa);
  - Express Employment Professionals Botswana Proprietary Limited (Botswana);
  - Express Employment Professionals Mozambique Proprietary Limited (Mozambique) (formed in 2023)
  - Express Australia Holding Proprietary Limited (Australia);
  - Express Employment Professionals AU Proprietary Limited (Australia);
  - Express Employment Professionals NZ Proprietary Limited (New Zealand);
  - Express Employment Professionals Sydney Proprietary Limited (Australia);
  - Frontline Recruitment Group Proprietary Limited (Australia);
  - Frontline Recruitment Group NZ Proprietary Limited (Australia); and
  - Frontline Recruitment Group NZ Limited (New Zealand).

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### **Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)**

In addition to the wholly owned subsidiaries, Excelerant owns 90.41% and 80.81% of the outstanding common stock of Reflik, Inc. (see Note 4) at December 31, 2023 and December 25, 2022, respectively.

**Nature of operations:** The Company provides temporary help services and permanent placement services, including executive recruiting, to a diversified group of customers through franchises doing business as Express Employment Professionals and Frontline Recruitment Group. The Company pays the temporary employees' payroll, related payroll taxes, and insurance costs, and handles customer billings and collections. The franchises receive a share of gross margin from the Company based on a contractual percentage of the gross profit (sales of temporary help services less payroll, payroll taxes, and insurance costs). Royalties are paid to the Company based on fees billed by the franchises for permanent placement services.

Through its franchises, the Company provides temporary help services such as clerical, professional, and light industrial to customers located throughout the United States. The Company grants credit to these customers generally on an unsecured basis consistent with industry practice. In addition, the Company has franchise agreements in Canada, South Africa and Australia. In 2023, 2022 and 2021, approximately 99% of the Company's operations were in the United States and Canada.

**Fiscal year:** The Company operates on a 52-53 week fiscal year ending the last Sunday of December. Fiscal year 2023 includes 53 weeks and fiscal years 2022 and 2021 each include 52 weeks.

**Variable interest entities:** The Company evaluates its variable interests in variable interest entities (VIE) and consolidates VIEs when the Company is the primary beneficiary. The Company determines whether it is the primary beneficiary of each VIE based on its assessment of whether the Company possesses both (i) the power to direct the activities that most significantly affect the VIE's economic performance and (ii) the obligation to absorb losses that could be significant to the VIE or the right to receive benefits that could be significant to the VIE. The Company reevaluates the accounting for its VIEs upon the occurrence of events that could change the primary beneficiary conclusion. The maximum risk of loss related to the Company's VIEs is limited to the carrying value of its investment in such entities. The Company has determined that it is the primary beneficiary of one VIE which is described in Note 4.

**Management estimates:** The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates. Significant estimates recorded by the Company include fair value of investments, reserve for loss and loss adjustments (for workers' compensation), discount rate used in the calculation of accrued termination benefits, accrued liabilities (for litigation, claims and assessments), contingencies, and allowance for uncollectible receivables.

**Revenue recognition:** The Company derives its revenue from three segments: temporary help services, permanent placement and franchise fees. The Company accounts for revenue in accordance with Accounting Standards Codification (ASC) Topic 606, Revenue from Contracts with Customers, which the Company adopted on December 31, 2018. As a result, revenues are recognized when control of the promised services are transferred to customers, in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those services. Revenues are recorded net of any sales, value added, or similar taxes collected from customers.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### **Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)**

Sales of temporary help services are recognized over time as the services are performed by the temporary employees using the measure of time (e.g., hours, days, weeks of service provided) which most accurately depicts the progress towards completion of each performance obligation. The associated costs of these services and share of gross margin due to the franchisees is simultaneously recognized with the related revenue. The Company has elected to account for pre-opening services to franchisees as a single performance obligation. As such, franchise fees are recognized as revenue at a point in time which is when the franchise completes the Company-sponsored training course. Royalties from permanent placement services are recognized when the qualified candidate is placed.

Customer payments are typically due within 10 days of invoicing but may be shorter or longer depending on contract terms. Management does not assess whether a contract has a significant financing component if the expectation at contract inception is that the period between payment by the customer and the transfer of the services to the customer will be less than one year. The Company does not have any significant financing components or extended payment terms.

Revenues from sales of services and the related direct costs are recorded in accordance with the accounting guidance on reporting revenue gross as a principal versus net as an agent. When ESI is the principal, the Company demonstrates control over the service by being the employer of record for the individuals performing the service, by being primarily responsible to customers and having a level of discretion in establishing pricing in which the gross amount is recorded as revenues.

Certain client contracts have variable consideration, including credits, sales allowances, or other similar items that generally reduce the transaction price. Variable consideration is estimated using whichever method, either the expected value method or most likely amount method, better predicts the amount of consideration to which the Company will become entitled, based on the terms of the client contract and historical evidence. These amounts may be constrained and are only included in revenues to the extent a significant reversal is not expected when the uncertainty associated with the variable consideration is resolved. The Company's variable consideration amounts are not material.

**Allowance for doubtful accounts:** The Company does not bear significant risk related to its trade accounts receivable as collection of outstanding receivables is ultimately the responsibility of franchisees. Franchisees contribute to an individual reserve fund which uncollectible accounts are charged against. If a reserve balance goes negative, the Company charges interest on the balance and will deduct commissions from the franchisee until the reserve balance returns to a positive position. The Company monitors these reserve balances and adjusts reserve limits and its allowance for doubtful accounts based on credit risk of specific customers and franchisees, historical trends, including adjustments to historical losses for asset-specific risk characteristics and reasonable and supportable forecasts, and other information deemed relevant to the evaluation. In addition, the Company also reviews a customer's credit history before extending credit.

**Cash and cash equivalents:** The Company considers all highly liquid investments purchased with original maturities of 90 days or less at acquisition to be cash equivalents. Cash and cash equivalents include cash on hand, cash held in banks, money market funds, money market mutual funds, certificates of deposit and guaranteed investment certificates, and commercial paper.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

**Restricted cash and cash equivalents:** Restricted cash and cash equivalents serve as collateral, under an assumption reinsurance agreement with various insurance companies, for the Company's deductible liability for workers' compensation loss for policy years September 30, 2004 through September 30, 2011 (see reserve for loss and loss adjustment in Note 1). Restricted cash and cash equivalents is comprised of a money market mutual fund.

**Concentration of credit risk:** Cash and cash equivalents, restricted cash and cash equivalents, available-for-sale securities, restricted available-for-sale securities and equity securities are financial instruments that are potentially subject to concentrations of credit risk. The Company's deposits are primarily in accounts at large financial institutions and amounts exceed federally insured limits. The Company believes it is not exposed to significant credit risk due to the financial strength of the depository institutions in which the funds are held.

**Non-equity investments and restricted investments:** The Company is required to classify its non-equity securities into one of three categories (i.e., trading securities, available-for-sale securities or held to maturity). During the years ended December 31, 2023, December 25, 2022 and December 26, 2021, the Company has determined that all of its non-equity investments should be classified as available-for-sale. As a result of this assessment, all debt securities, including those determined to be, and classified as, cash equivalents, restricted cash equivalents, available-for-sale securities and restricted available-for-sale securities are reported at fair market value with the changes in unrealized holding gains and losses recognized as a separate component of other comprehensive income, net of tax, with unrealized holding gains and losses at year-end reported in accumulated other comprehensive income.

Realized gains and losses on sales of securities available-for-sale, including expected credit losses, are determined using the specific identification method, on a trade date basis, and included in net income in the consolidated statements of comprehensive income. Investment income consists of dividend and interest income including amortization of premiums and discounts and unrealized holding gains and losses on equity securities. Interest is recognized on the accrual basis. Premiums and discounts on investments in debt securities are deferred and amortized to income over the term of the investment (maturity for discount, call date for premium). Amortization is calculated using the scientific (constant yield) method. The amortization period for premiums reflects estimates of the period over which repayment of principal of the securities is expected to occur (call date).

Non-equity securities that are considered to have credit losses and that the Company does not intend to sell and will not be required to sell prior to recovery of the amortized cost basis, the Company separates the amount of the impairment into the amount that is credit related (credit loss component) and the amount due to all other factors. The credit loss component is recognized in earnings and is the difference between the non-equity security's amortized cost basis and the present value of its expected future cash flows discounted at the security's effective yield, limited by the amount by which the fair value is less than the amortized cost basis. The remaining difference between the non-equity security's fair value and the present value of future expected cash flows is due to factors that are not credit related and, therefore, is not required to be recognized as losses in the income statement but is recognized in other comprehensive income.

Changes in the allowance for credit loss are recorded as provision for credit loss expense. Losses charged against the allowance for credit loss when the Company believes a non-equity security is confirmed to be uncollectible or when either of the criteria regarding intent or requirement to sell is met. As of December 31, 2023, there was no allowance for credit loss related to the fixed income securities.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### **Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)**

The Company adopted Topic 326, Financial Instruments--Credit Losses, using the prospective transition approach for available-for-sale securities for which other-than-temporary impairment had been recognized prior to December 26, 2022. As of December 26, 2022, the Company did not have any other-than-temporarily impaired investment securities. Therefore, upon adoption of Topic 326, the Company determined that an allowance for credit losses on marketable debt securities was not deemed material.

Declines in the fair value of non-equity securities deemed to be credit related are recognized as a realized loss in other comprehensive income. The Company primarily evaluates all investments held at year-end by the following criteria. The Company reviews all investments for individual securities in which the fair value is less than its cost by 20% or more and has been in a 20% loss position for more than one year. The Company also assesses whether it intends to sell or it is more likely than not that it will be required to sell a security before recovery of its amortized cost basis less any current period credit losses.

Debt securities meeting these criteria are further revaluated based on the credit rating of the security and the ability of the Company to hold the security until maturity. No investments were determined to be other than temporarily impaired and no credit loss allowances were recorded for the years ended December 31, 2023 and December 25, 2022; however, no assurances can be made that the Company will be able to recover unrealized investment losses in the future. In the event management subsequently determines certain investments to be other than temporarily impaired, the amount of the impairment will be reclassified from other comprehensive income to realized investment losses (and reported in other income); however, there will be no impact to the Company's financial position.

Restricted investments serve as collateral, under an assumption reinsurance agreement with various insurance companies, for the Company's deductible liability for workers' compensation loss for policy years September 30, 2004 through September 30, 2011 (see reserve for loss and loss adjustment in Note 1).

**Equity securities:** Equity investments are comprised of exchange-traded funds. Equity investments with readily determinable fair market values are reported at fair market value with changes in fair value recognized in net income and reported in net unrealized gains (losses) on equity securities in the consolidated statements of comprehensive income.

Equity investments without readily determinable fair market values are reported at cost, minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. At December 31, 2023 and December 25, 2022, the Company has one equity investment, in Avionte Holdings, LLC (Avionte), with a carrying value of \$3,948,000 which is included in other assets in the consolidated balance sheets with changes in fair value recognized in net income and reported in other income (expense) in the consolidated statements of comprehensive income. The Company recognized a gain on its investment in Avionte, as the result of an observable price change, of \$0 and \$1,481,000 for the years ended December 31, 2023 and December 25, 2022, respectively. The Company has a 1.08% and 1.17% ownership interest in Avionte at December 31, 2023 and December 25, 2022, respectively. See Note 15 for additional investment in Avionte subsequent to year end.

**Property and equipment:** Property and equipment are initially recorded at cost. The Company capitalizes costs of internally developed software during the development stage, including external consulting costs, cost of software licenses and internal payroll and payroll-related costs for employees who are directly associated with a software project. Upgrades and enhancements are capitalized if they result in added functionality. Depreciation is computed on the straight-line method over the estimated useful lives of the assets, which range from three to 39 years. Repairs, minor replacements and maintenance are charged to general and administrative expense.

**Notes to Consolidated Financial Statements**

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**Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)**

**Leases:** The Company follows ASC Topic 842, Leases, and recognizes right-of-use assets and lease liabilities that arise from all leases over 12 months in length in the consolidated balance sheets. At inception of a contract, the Company determines whether an arrangement is or contains a lease. For all leases with terms over 12 months in length, the Company determines the classification as either an operating lease or financing lease. Lease recognition occurs at the commencement date and lease liability amounts are based on the present value of lease payments over the lease term. The lease term may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. The Company has elected to utilize the risk-free rate as the discount rate for all classes of leases, rather than the interest rate implicit in the lease, or the Company's incremental borrowing rate. The risk-free rate is based on the U.S. Treasury yield curve rate, for a period comparable to the lease term, in determining the present value of lease payments.

Right-of-use assets represent the Company's right to use underlying assets for the lease term and operating lease liabilities represent the Company's obligation to make lease payments under the lease. Right-of-use assets also include any lease payments made prior to the commencement date and exclude lease incentives received. Operating lease expense is recognized on a straight-line basis over the lease term. Management has elected to account for lease agreements with both lease and non-lease components together as a single lease component. The Company also made a policy election to not recognize any class of leases which is 12 months or less and expenses them on a straight-line basis over the lease term.

Operating lease assets (\$172,000 and \$311,000 at December 31, 2023 and December 25, 2022, respectively) are included in other assets and operating lease liabilities (\$175,000 and \$316,000 at December 31, 2023 and December 25, 2022, respectively) are included in accounts payable and other accrued expenses in the consolidated balance sheets. The Company currently has no financing leases. Due to immateriality of the Company's lease portfolio, management has omitted the additional lease disclosures required by Topic 842, Leases.

**Impairment of long-lived assets:** The Company reviews long-lived assets, including intangibles, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured as the amount by which the carrying amount of the assets exceeds the fair value of the assets. No impairment adjustments were required for the years ended December 31, 2023 or December 25, 2022.

**Business combinations and asset acquisitions:** The Company follows ASC Topic 805, Business Combinations, including evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses by applying a screen. The screen requires that when substantially all of the fair value of the gross assets acquired (or disposed of) is concentrated in a single identifiable asset or group of similar identifiable assets the set is not a business. When a transaction is determined to be a business combination, the Company recognizes the assets acquired, liabilities assumed, contractual contingencies, and contingent consideration at their fair value on the acquisition date and acquisition-related costs are recognized separately from the acquisition and expensed as incurred.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

The Company also elected to adopt the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-18, *Business Combinations (Topic 805): Accounting for Identifiable Intangible Assets in a Business Combination*. This update allows an entity that has also adopted ASU No. 2014-02, *Intangibles—Goodwill and Other (Topic 350): Accounting for Goodwill*, to no longer recognize separately from goodwill (1) customer-related intangible assets, unless they are capable of being sold or licensed independently from the other assets of the business and (2) noncompetition agreements.

**Goodwill:** The Company recognizes goodwill, included in noncurrent prepaids and other assets, net in the consolidated balance sheet, for the excess of the purchase price over the fair value of the identifiable net assets of the business acquired in accordance with ASU No. 2014-02, *Intangibles—Goodwill and Other (Topic 350): Accounting for Goodwill*, which provides an accounting alternative for private companies related to the subsequent accounting for goodwill. As a result, the Company amortizes goodwill on a straight-line basis over a period of 10 years, or less than 10 years if the Company determines that another lesser useful life is more appropriate. Also pursuant to the accounting alternative, (1) upon adoption, the Company elected to test goodwill for impairment at the entity level, and (2) will test goodwill for impairment only upon the occurrence of an event or circumstance that may indicate the fair value of the entity is less than its carrying amount. If events or circumstances are present that may indicate the fair value of the entity is less than its carrying value, the Company performs an impairment test as required by Topic 350 and any impairment resulting from the application of the test is immediately recognized in the Company's consolidated statements of comprehensive income. The Company recognized no impairment for the years ended December 31, 2023, December 25, 2022 or December 26, 2021.

**Intangible assets—noncompete:** The Company recognizes defensive assets as they are developed in connection with contractual noncompete arrangements with certain Company field representatives (developers) and corresponding liabilities for termination benefits to be paid to the developers (see accounting policy for accrued termination benefits). The developers' realization of the termination benefits is contingent upon their adherence to the terms of the noncompete arrangements. Upon termination of the developer, the intangible asset is amortized over the lesser of the contractual noncompete period or the period during which the developer is considered to be a competitive threat. At December 31, 2023 and December 25, 2022, the noncompete intangible asset related to active developers, and not yet subject to amortization, totaled \$12,345,000 and \$12,363,000, respectively. The weighted-average amortization period for terminated developers is three years at December 31, 2023 and December 25, 2022, and the gross noncompete intangible asset subject to amortization is \$10,680,000 and \$11,204,000, respectively, and accumulated amortization is \$10,107,000 and \$9,781,000, respectively, after removal of intangibles which were fully amortized in prior years. Amortization expense was \$326,000, \$1,038,000 and \$1,514,000 for the years ended December 31, 2023, December 25, 2022 and December 26, 2021, respectively. At December 31, 2023, future amortization expense relating to terminated developers is estimated to be \$311,000 in 2024, \$222,000 in 2025 and \$40,000 in 2026.



**Notes to Consolidated Financial Statements**

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**Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)**

**Accrued termination benefits:** The Company recognizes a liability and related expense for contractual termination benefits when it is probable employees will be entitled to benefits and the amount can reasonably be estimated. The amount recognized is equal to the present value of the estimated future payments. The Company's current obligations include amounts due to its developers (see accounting policy for intangible assets—noncompete), amounts due to key employees for retention bonuses and term expiration bonuses and severance. The developer obligations are paid over a seven-year period commencing upon termination. The retention bonus is payable on a specified future date if the employee remains employed by the Company through that date. The term expiration bonus is to be paid in 24 equal monthly installments commencing upon employee termination, if the individual remains actively employed by the Company through a specified date. Obligations for severance benefits are accrued when an employee terminates and the Company determines that such amounts are due to the employee. Severance benefits are generally payable in 24 equal monthly installments. See Note 13 for additional information.

**Deferred compensation:** The Company's deferred compensation liability consists of a deferred compensation plan to reward and provide incentives to key management employees. The Company recognizes a liability and related expense for deferred compensation when employees are vested. For the deferred compensation plan, employees are awarded units and entitled to receive compensation in the future based on certain defined valuations and earnings of the Company. Participants vest in their units at various rates (immediately and/or over a four-year or five-year period) and are entitled to receive payments, subject to certain restrictions and conditions of employment, over a seven-year period or other period specified in the agreement, generally upon their retirement, termination, death or disability. See Note 13 for additional information.

**Reserve for loss and loss adjustment:** The Company and its subsidiaries are insured for temporary workers' compensation through EPIC. There is a deductible liability for policy years ended September 30, 2021, 2022 and 2023 of \$2,000,000 and 2024 of \$3,000,000 with no aggregate limit. EPIC also, beginning October 1, 2022 for policy years ending September 30, 2023 and 2024, insures the Company and its subsidiaries for its employment practices liability with a \$500,000 deductible and a \$3,000,000 per claim and aggregate limit under a direct policy written by another insurance company. Beginning October 1, 2023, for policy year ended September 30, 2024, EPIC also insures the Company and its subsidiaries for auto liability with a \$3,000,000 deductible with no aggregate limit on specific claims, and general liability with a \$2,000,000 deductible with no aggregate limit on specific claims. The Company has a combined aggregate limit for auto liability and general liability of \$6,021,000 for the policy year ending September 30, 2024. The Company's franchisees also share in the risks related to workers compensation through premiums charged to the franchisees by the Company and a reduction of gross profit to be allocated between the Company and its franchisees. As a consolidated subsidiary of the Company, EPIC's reserves for workers' compensation, employment practices, general liability claims, and auto claims are reflected in the consolidated balance sheets. Claims in excess of the deductible liabilities are covered by a stop loss policy. The Company recognized loss and loss adjustment expense of \$57,118,000, \$77,590,000 and \$76,554,000 for the years ended December 31, 2023, December 25, 2022 and December 26, 2021, respectively, which is included in costs of temporary help services expense in the consolidated statements of comprehensive income.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### **Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)**

Reserve for loss and loss adjustments represent known claims and incurred but not reported claims, which in total represent the estimated ultimate net cost of all unpaid claims incurred through year-end. The reserve for loss and loss adjustments, which are actuarially determined, are estimated using individual case basis valuations and statistical analysis. The actuarial reserves are determined using a weighted average of six development methods. The actuarial approach has not changed significantly from prior periods. The estimates are subject to the effect of trends in loss severity and frequency. Claim frequency is determined on an individual claimant basis. EPIC's reserves inherently have a large amount of variability. Future claim costs may be influenced by changes in the economy, court rulings, or other unknown factors. As a result of this variability, actual development may vary, possibly substantially, from the amounts recorded in the consolidated financial statements. Although considerable vulnerability is inherent in such estimates, management believes that the reserves for loss and loss adjustments are adequate. The estimates are continually reviewed and adjusted as necessary, as experience develops, or new information becomes known; such adjustments are included in cost of temporary help services (expense). The estimates are not discounted for expected investment rates of return.

In 2013, EPIC entered into an assumption reinsurance agreement with various insurance companies to reinsure the Company's deductible liability for the policy years ended September 30, 2004 through September 30, 2011. The agreement covers the first dollar of loss for all periods covered up to \$250,000 for the policy year ended September 30, 2004 and \$500,000 for policy years from October 1, 2004 to September 30, 2011.

**Income taxes:** The Company has elected to be taxed for U.S. Federal, and to the extent applicable, U.S. State purposes under the provisions of Subchapter S of the Internal Revenue Code. Accordingly, federal income tax liabilities relating to the Company's profits are the stockholders' responsibility; therefore, no provision has been made for federal income taxes. Certain of the Company's subsidiaries are taxed based on the respective entity's profits due to their incorporated status. With the exception of EPIC, no provision for federal deferred income taxes for these entities has been recorded in the accompanying consolidated financial statements as their operations and taxable income or loss are not material. Certain states and foreign taxing authorities do not recognize the Subchapter S election or the Company has elected to be taxed at the entity level. For these states, income taxes are the Company's responsibility. The Company's state and foreign income taxes are not material.

EPIC's income taxes are accounted for under the asset and liability method; therefore, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between financial statement carrying amounts of existing assets and liabilities and their respective tax basis. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Valuation allowances are established when necessary to reduce deferred tax assets to the amounts expected to be realized.

The Company accounts for uncertain tax positions in accordance with U.S. GAAP, which prescribes a recognition threshold and measurement process for financial statement recognition of uncertain tax positions taken in a tax return. The interpretation also provides guidance on recognition, derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. The Company applies a more likely than not recognition threshold for all tax uncertainties. Management has evaluated the Company's tax positions and concluded that the Company has taken no uncertain tax positions that require adjustment to the consolidated financial statements to comply with the accounting guidance for uncertainty in income taxes.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

#### Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

**Fair value disclosures of financial instruments:** The Company follows the provisions of the FASB ASC, Fair Value Measurements (ASC 820). ASC 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

**Level 1:** Quoted prices in active markets for identical assets or liabilities.

**Level 2:** Inputs that are derived from or corroborated by observable market data.

**Level 3:** Inputs that are unobservable and significant to the overall fair value measurement.

**Comprehensive income:** Comprehensive income consists of net income and other comprehensive income, which consists of unrealized foreign currency translation gains and losses that result from the translation of the assets and liabilities of the Company's foreign subsidiaries from their local currencies to U.S. dollars and net unrealized holding gains and losses on available-for-sale securities.

The components of accumulated other comprehensive income, net of income taxes, for the years ended December 31, 2023, December 25, 2022 and December 26, 2021, are as follows:

	Foreign Currency Translation Adjustments	Unrealized Gain (Loss) on Available-for-Sale Securities	Total
Balance at December 28, 2020	\$ (1,795,000)	\$ 1,879,000	\$ 84,000
Other comprehensive loss before reclassifications	(643,000)	(1,335,000)	(1,978,000)
Amounts reclassified from accumulated other comprehensive income	79,000	3,000	82,000
Net current-period other comprehensive income	(564,000)	(1,332,000)	(1,896,000)
Balance at December 26, 2021	(2,359,000)	547,000	(1,812,000)
Other comprehensive loss before reclassifications	(2,869,000)	(6,602,000)	(9,471,000)
Amounts reclassified from accumulated other comprehensive income	176,000	3,000	179,000
Net current-period other comprehensive income	(2,693,000)	(6,599,000)	(9,292,000)
Balance at December 25, 2022	(5,052,000)	(6,052,000)	(11,104,000)
Other comprehensive income before reclassifications	274,000	1,692,000	1,966,000
Amounts reclassified from accumulated other comprehensive income	(24,000)	24,000	-
Net current-period other comprehensive income	250,000	1,716,000	1,966,000
Balance at December 31, 2023	\$ (4,802,000)	\$ (4,336,000)	\$ (9,138,000)

**Foreign currency translation:** For operations outside the U.S. that prepare financial statements in currencies other than U.S. dollars, the Company translates the financial statements into U.S. dollars. Results of operations and cash flows are translated at average exchange rates during the period, and assets and liabilities are translated at end of period exchange rates. The effects of exchange rate fluctuations on translating foreign currency assets and liabilities into U.S. dollars are included in other comprehensive income. Changes in interest rates and currency exchange rates expose the Company to market risk. The Company manages exposure to these risks by monitoring available financing alternatives, as well as through development and application of credit granting policies.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

**New accounting pronouncements—adopted during current period:** On December 26, 2022, the Company adopted ASU No. 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which creates a new credit impairment standard for financial assets measured at amortized cost and available-for-sale debt securities. As a result, financial assets measured at amortized cost (including loans, trade receivables and held-to-maturity debt securities) are presented at the net amount expected to be collected, through an allowance for credit losses that are expected to occur over the remaining life of the asset, rather than incurred losses. Credit losses on available-for-sale debt securities are now presented as an allowance rather than as a direct write-down. The measurement of credit losses for newly recognized financial assets (other than certain purchased assets) and subsequent changes in the allowance for credit losses are recorded in the consolidated statements of comprehensive income as the amounts expected to be collected change.

Adoption of ASU No. 2016-13, including the applicable provisions of ASU No 2018-19, *Codification Improvements to Topic 326, Financial Instruments—Credit Losses*, ASU No. 2019-05, *Financial Instruments—Credit Losses (Topic 326): Targeted Transition Relief*, ASU 2022-02, *Financial Instruments—Credit Losses (Topic 326)*, did not have a material effect on the Company and, as such, no retroactive adjustment to retained earnings was made.

**Reclassifications:** Certain prior year amounts have been reclassified to conform to the current period presentation. These reclassifications had no effect on prior years net income or stockholder's equity.

**Subsequent events:** Management has evaluated subsequent events through March 22, 2024, the date the consolidated financial statements were available to be issued. See Note 15 for disclosed subsequent events.

#### Note 2. Revenue Recognition

The following table presents the Company's revenues disaggregated by geographic region:

Geographic Region	Years Ended		
	December 31, 2023	December 25, 2022	December 26, 2021
Australia <sup>(1)</sup>	\$ 17,267,000	\$ 16,616,000	\$ 11,231,000
Canada	114,063,000	126,345,000	105,885,000
South Africa <sup>(2)</sup>	35,342,000	31,827,000	25,013,000
United States	3,423,624,000	3,746,794,000	3,498,928,000
	<u>\$ 3,590,296,000</u>	<u>\$ 3,921,582,000</u>	<u>\$ 3,641,057,000</u>

<sup>(1)</sup> Australia includes the New Zealand entities.

<sup>(2)</sup> South Africa includes the Botswana and Mozambique entities.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### Note 3. Accounts Receivable

Accounts receivable consist of the following:

	December 31, 2023	December 25, 2022
Trade	\$ 302,311,000	\$ 349,270,000
Franchises	19,817,000	19,650,000
Related parties (see Note 12)	33,908,000	44,469,000
Allowance for doubtful accounts	(1,766,000)	(624,000)
	<u>\$ 354,270,000</u>	<u>\$ 412,765,000</u>

The Company recognized credit losses of \$1,257,000, \$599,000, and \$0 for the years ended December 31, 2023, December 25, 2022, and December 26, 2021, respectively, which are included in general and administrative expense in the consolidated statements of comprehensive income.

#### Note 4. Business Combination

On December 29, 2021, the Company acquired a variable interest in Reflik, Inc. (Reflik) in the form of 80.81% of the outstanding common voting shares of Reflik. Reflik operates as a talent crowdsourcing platform that companies across the United States use to hire top talent. The Company has concluded that Reflik is a variable interest entity and that the Company is the primary beneficiary because it controls the most significant activities of Reflik, controls the majority of the board of directors of Reflik and holds a majority financial interest in Reflik. This acquisition has been accounted for as a business combination.

The following table summarizes the consideration transferred and the acquisition-date estimated fair values of the assets acquired and liabilities assumed, as well as the fair value of the non-controlling interest at the acquisition date:

Fair value of consideration transferred:	
Cash	<u>\$ 8,363,000</u>
Fair value of the non-controlling interest in Reflik	<u>\$ 1,985,000</u>
Fair value of assets acquired and liabilities assumed:	
Cash and cash equivalents	\$ 937,000
Accounts (trade) receivable	868,000
Prepaid expenses and other current assets	24,000
Property and equipment, net of accumulated depreciation	265,000
Accounts payable and other accrued liabilities	(969,000)
Net identifiable net assets acquired	<u>\$ 1,125,000</u>
Goodwill	<u>\$ 9,223,000</u>

The goodwill arising from the acquisition consists largely of expected synergies within the staffing industry which is expected to allow the Company to expand its permanent placement services by leveraging synergies within the staffing industry. Goodwill is not expected to be deductible for income tax purposes.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### Note 4. Business Combination (Continued)

The Company recognized the remaining 19.19% non-controlling interest in Reflik at fair value as of the acquisition date. The fair value of the non-controlling interest was determined by extrapolating the consideration transferred for the controlling interest to the fair value of the non-controlling interest, adjusted for inclusion of the put and call options and a discount to consider the non-marketable, non-controlling holding.

The fair value of accounts receivable approximates the gross contractual cash flows to be received of approximately \$866,000 which are expected to be fully collected based on the Company's best estimate.

The Company recognized transaction related expenses of \$595,000 related to the acquisition of Reflik which have been included within general and administrative expenses on the consolidated statements of comprehensive income.

As part of the acquisition, the Company and the minority shareholder agreed to certain put and call options with regard to the remaining 19.19% interest in Reflik retained by the minority shareholder. For a 36-month period commencing on the first anniversary of the closing date, the minority shareholder may exercise a put option to sell their remaining interest in Reflik to the Company and the Company is irrevocably obligated to purchase such shares. In addition, for a 12-month period commencing at the end of the 36-month period of the put option, the Company has a call option to purchase any remaining shares owned by the minority shareholder. The consideration exchanged, per share in the event of a put or call option, is calculated using an agreed upon enterprise value of Reflik as defined in the stock purchase agreement.

The Company determined that neither the call option nor the put option meet the definition of a derivative under ASC Topic 815, Derivatives and Hedging, as the stock purchase agreement does not allow for contractual net settlement, the options cannot be settled outside the stock purchase agreement through a market mechanism, and the underlying shares are deemed illiquid as they are not publicly traded and thus not considered readily convertible to cash. Additionally, the settlement price for both options is based upon a predefined calculation tied to the enterprise value of Reflik rather than a fixed price. As such, the Company has concluded that the call option and put option are embedded within the non-controlling interest and therefore do not represent freestanding instruments.

In March 2023, the Company received notice of intent from the noncontrolling interest holder of Reflik to exercise the put option to sell the Company 50% of the outstanding shares of Reflik owned by the noncontrolling interest holder, in accordance with the stock purchase agreement. The purchase price of the shares, determined in accordance with the calculation included in the stock purchase agreement, was \$2,379,000.

Following the exercise of the put option, the Company owns 90.41% of the outstanding common voting shares of Reflik, with the remaining 9.59% owned by the minority shareholder.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

#### Note 5. Debt Securities

The amortized cost, gross unrealized gains, gross unrealized losses, and fair values of non-equity securities, including their location within the consolidated balance sheets at December 31, 2023 and December 25, 2022, are summarized as follows:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
<b>December 31, 2023:</b>				
Cash and cash equivalents:				
Certificate of deposits and guaranteed investment certificates	\$ 64,401,000	\$ -	\$ -	\$ 64,401,000
Commercial paper	59,515,000	-	-	59,515,000
Total cash and cash equivalents	<u>123,916,000</u>	-	-	<u>123,916,000</u>
Available-for-sale securities:				
Agency bonds	1,130,000	11,000	(1,000)	1,140,000
Certificate of deposits and guaranteed investment certificates	20,718,000	-	-	20,718,000
Commercial paper	-	-	-	-
Corporate obligations	36,332,000	88,000	(949,000)	35,471,000
Mortgage backed securities	8,821,000	-	(1,272,000)	7,549,000
Municipal bonds	45,334,000	193,000	(3,489,000)	42,038,000
U.S. Treasury notes	2,003,000	1,000	(70,000)	1,934,000
Total available-for-sale securities	<u>114,338,000</u>	<u>293,000</u>	<u>(5,781,000)</u>	<u>108,850,000</u>
	<u>\$ 238,254,000</u>	<u>\$ 293,000</u>	<u>\$ (5,781,000)</u>	<u>\$ 232,766,000</u>
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
<b>December 25, 2022:</b>				
Cash and cash equivalents:				
Certificate of deposits and guaranteed investment certificates	\$ 18,318,000	\$ -	\$ -	\$ 18,318,000
Commercial paper	79,502,000	-	-	79,502,000
Corporate obligations	778,000	-	-	778,000
U.S. Treasury notes	1,178,000	-	-	1,178,000
Total cash and cash equivalents	<u>99,776,000</u>	-	-	<u>99,776,000</u>
Available-for-sale securities:				
Certificate of deposits and guaranteed investment certificates	5,701,000	-	-	5,701,000
Commercial paper	32,095,000	-	-	32,095,000
Corporate obligations	44,684,000	47,000	(2,625,000)	42,106,000
Municipal bonds	50,045,000	57,000	(5,027,000)	45,075,000
U.S. Treasury notes	2,986,000	-	(114,000)	2,872,000
Total available-for-sale securities	<u>135,511,000</u>	<u>104,000</u>	<u>(7,766,000)</u>	<u>127,849,000</u>
Restricted available-for-sale securities—U.S. Treasury notes	898,000	-	-	898,000
	<u>\$ 236,185,000</u>	<u>\$ 104,000</u>	<u>\$ (7,766,000)</u>	<u>\$ 228,523,000</u>

## Express Services, Inc.

### Notes to Consolidated Financial Statements

#### Note 5. Debt Securities (Continued)

Gross unrealized losses on non-equity securities and the fair value of the related securities aggregated by investment category and length of time the individual securities have been in a continuous unrealized loss position are summarized as follows:

	Less Than 12 Months		12 Months Or More		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
December 31, 2023:						
Agency bonds	\$ 355,000	\$ (1,000)	\$ -	\$ -	\$ 355,000	\$ (1,000)
Corporate obligations	6,180,000	(61,000)	20,938,000	(888,000)	27,118,000	(949,000)
Mortgage backed securities	1,006,000	(27,000)	6,543,000	(1,245,000)	7,549,000	(1,272,000)
Municipal bonds	2,285,000	(8,000)	30,345,000	(3,481,000)	32,630,000	(3,489,000)
U.S. Treasury notes	-	-	1,435,000	(70,000)	1,435,000	(70,000)
	<u>\$ 9,826,000</u>	<u>\$ (97,000)</u>	<u>\$ 59,261,000</u>	<u>\$ (5,684,000)</u>	<u>\$ 69,087,000</u>	<u>\$ (5,781,000)</u>
December 25, 2022:						
Corporate obligations	\$ 22,801,000	\$ (816,000)	\$ 14,797,000	\$ (1,809,000)	\$ 37,598,000	\$ (2,625,000)
Municipal bonds	30,105,000	(2,803,000)	10,937,000	(2,224,000)	41,042,000	(5,027,000)
U.S. Treasury notes	1,445,000	(63,000)	449,000	(51,000)	1,894,000	(114,000)
	<u>\$ 54,351,000</u>	<u>\$ (3,682,000)</u>	<u>\$ 26,183,000</u>	<u>\$ (4,084,000)</u>	<u>\$ 80,534,000</u>	<u>\$ (7,766,000)</u>

Unrealized losses were primarily caused by interest rate increases. The Company evaluated these losses in accordance with its credit loss impairment policy and determined no credit impairment existed at December 31, 2023 or December 25, 2022.

The amortized cost and fair value of debt securities at December 31, 2023, by contractual maturity are shown below. Expected maturities will differ from contractual maturities because issuers of such securities may have the right to call or prepay obligations with or without call or prepayment penalties.

	Amortized	
	Cost	Fair Value
Due in less than one year	\$ 150,498,000	\$ 150,266,000
Due after one year through five years	45,111,000	43,961,000
Due after five years through ten years	24,366,000	22,607,000
More than ten years	18,279,000	15,932,000
	<u>\$ 238,254,000</u>	<u>\$ 232,766,000</u>

Interest income from debt investments in the consolidated statements of comprehensive income for the years ended December 31, 2023, December 25, 2022 and December 26, 2021, is comprised of dividends and interest, net of premium and discount amortization and totals \$5,221,000, \$3,676,000 and \$3,134,000, respectively. Proceeds from sales of debt securities, including sales of debt securities classified as cash equivalents and restricted cash equivalents, totaled \$4,764,000, \$1,117,711 and \$3,298,000, resulting in gross realized gains of \$1,000, \$26,000 and \$214,000 and gross realized (losses) of \$(27,000), \$(30,000) and \$(3,000) for the years ended December 31, 2023, December 25, 2022 and December 26, 2021, respectively. As dividends and net realized gains (losses) are not material to the financial statements, they are included in interest income in the consolidated statements of comprehensive income.



## Express Services, Inc.

### Notes to Consolidated Financial Statements

#### Note 6. Fair Value Measurements

The methods and assumptions used to estimate the fair value of assets and liabilities in the financial statements, including a description of the methodologies used for the classifications within the fair value hierarchy, are as follows:

**Equities, U.S. Treasury notes, corporate obligations, municipal bonds, certificates of deposit, commercial paper, and money market mutual funds:** The Company gives highest priority to quoted prices in active markets for identical assets at the measurement date (Level 1 of the fair value hierarchy). If quoted market prices are not available, the fair values are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows (Level 2 of the fair value hierarchy).

**Limitations:** Fair value estimates are made at a specific point in time, based on relevant market information and information about the financial instrument. These estimates do not reflect any premium or discount that could result from offering for sale at one time the Company's entire holdings of a particular financial instrument nor do they reflect income taxes on differences between fair value and tax basis of the assets. Because no established exchange exists for a significant portion of the Company's financial instruments, fair value estimates are based on judgments regarding future expected loss experience, current economic conditions, risk characteristics of various financial instruments, and other factors. These estimates are subjective in nature and involve uncertainties and matters of significant judgment and therefore cannot be determined with precision. Changes in assumptions could significantly affect the estimates.

Financial instruments measured at fair value are classified within the fair value hierarchy as follows:

	December 31, 2023			
	Total	Level 1	Level 2	Level 3
Cash equivalents:				
Certificate of deposits and guaranteed investment certificates	\$ 64,401,000	\$ -	\$ 64,401,000	\$ -
Commercial paper	59,515,000	59,515,000	-	-
Money market mutual funds	5,641,000	5,641,000	-	-
Total cash and cash equivalents accounted for at fair value	129,557,000	65,156,000	64,401,000	-
Restricted cash equivalents:				
Money market mutual funds	1,527,000	1,527,000	-	-
Available-for-sale securities:				
Agency bonds	1,140,000	-	1,140,000	-
Certificate of deposits and guaranteed investment certificates	20,718,000	-	20,718,000	-
Corporate obligations	35,471,000	-	35,471,000	-
Mortgage backed securities	7,549,000	-	7,549,000	-
Municipal bonds	42,038,000	-	42,038,000	-
U.S. Treasury notes	1,934,000	-	1,934,000	-
Total available-for-sale securities accounted for at fair value	108,850,000	-	108,850,000	-
Restricted available-for-sale securities-				
U.S. Treasury note	-	-	-	-
Equity securities	68,536,000	68,536,000	-	-
Total assets accounted for at fair value	\$ 308,470,000	\$ 135,219,000	\$ 173,251,000	\$ -

## Express Services, Inc.

### Notes to Consolidated Financial Statements

#### Note 6. Fair Value Measurements (Continued)

	December 25, 2022			
	Total	Level 1	Level 2	Level 3
Cash equivalents:				
Certificate of deposits and guaranteed investment certificates	\$ 18,318,000	\$ -	\$ 18,318,000	\$ -
Commercial paper	79,502,000	79,502,000	-	-
Corporate obligations	778,000	-	778,000	-
Money market mutual funds	62,735,000	62,735,000	-	-
U.S. Treasury notes	1,178,000	-	1,178,000	-
Total cash and cash equivalents accounted for at fair value	162,511,000	142,237,000	20,274,000	-
Restricted cash equivalents:				
Money market mutual funds	759,000	759,000	-	-
Available-for-sale securities:				
Certificate of deposits and guaranteed investment certificates	5,701,000	-	5,701,000	-
Commercial paper	32,095,000	32,095,000	-	-
Corporate obligations	42,106,000	-	42,106,000	-
Municipal bonds	45,075,000	-	45,075,000	-
U.S. Treasury notes	2,872,000	-	2,872,000	-
Total available-for-sale securities accounted for at fair value	127,849,000	32,095,000	95,754,000	-
Restricted available-for-sale securities-				
U.S. Treasury note	898,000	-	898,000	-
Equity securities	59,353,000	59,353,000	-	-
Total assets accounted for at fair value	\$ 351,370,000	\$ 234,444,000	\$ 116,926,000	\$ -

#### Note 7. Advances and Notes Receivable from Related Parties

Advances and notes receivable due from stockholders and/or their affiliated trusts and other related parties consist of the following:

	December 31, 2023	December 25, 2022
Notes receivable due from other related party	\$ 92,000	\$ 99,000
Notes receivable due from trusts	92,639,000	89,800,000
	<u>\$ 92,731,000</u>	<u>\$ 89,899,000</u>

The Company has notes receivable from irrevocable trusts, established by the Company's stockholders, which are secured by interests in life insurance policies. The Company makes advances on the notes to cover the annual life insurance premiums and the notes may be extended until 90 days after the policies mature.

Effective January 1, 2021, several trust notes were amended to change the annual interest rates of outstanding balances and subsequent advances. For these amended notes, outstanding balances will bear interest at a fixed rate of 0.52%. All advances subsequent to the effective date bear interest at the greater of 0.52% or the applicable federal rate determined at the date of the advance, relative to the remaining time to maturity.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

#### Note 7. Advances and Notes Receivable from Related Parties (Continued)

At December 31, 2023 and December 25, 2022, notes totaling \$79,009,000 and \$78,576,000, respectively, bear interest at a fixed rate of 0.52%, notes totaling \$4,857,000 and \$3,220,000, respectively, bear interest at the annual long-term applicable federal rates (5.03% at December 31, 2023 and 3.29% at December 25, 2022), notes totaling \$8,773,000 and \$8,004,000, respectively, bear interest at the annual short-term applicable federal rate (5.26% at December 31, 2023 and 3.45% at December 25, 2022), and notes totaling \$92,000 and \$99,000, respectively, do not bear interest.

Interest earned on these notes receivable total \$840,000, \$468,000 and \$403,000 for the years ended December 31, 2023, December 25, 2022 and December 26, 2021, respectively.

#### Note 8. Property and Equipment

Property and equipment are summarized as follows:

	Estimated Useful Life in Years	December 31, 2023	December 25, 2022
Equipment and furniture	5-7	\$ 8,490,000	\$ 7,926,000
Computer equipment and software	3-5	92,644,000	84,063,000
Buildings and improvements	5-39	31,521,000	29,295,000
Land		3,659,000	3,694,000
Assets in process		2,229,000	77,000
		138,543,000	125,055,000
Less accumulated depreciation		(80,661,000)	(68,884,000)
		<u>\$ 57,882,000</u>	<u>\$ 56,171,000</u>

For the years ended December 31, 2023, December 25, 2022 and December 26, 2021, depreciation expense was \$10,898,000, \$8,840,000 and \$7,797,000, respectively, which includes internally developed software amortization of \$6,933,000, \$5,942,000 and \$5,269,000, respectively.

#### Note 9. Goodwill and Other Intangibles

In December 2021, the Company acquired 80.81% of Reflik which resulted in goodwill of \$9,223,000 (see Note 4). The Company's goodwill with a gross amount of \$992,000 is related to the acquisition of Frontline Recruitment Group in July 2020 when Express Australia Holding Proprietary Limited, a wholly owned subsidiary, acquired 100% of Frontline Recruitment Group Proprietary Limited.

The following table represents the changes in goodwill for the years ended:

	December 31, 2023	December 25, 2022
Balance at beginning of year, net	\$ 9,064,000	\$ 862,000
Additions	-	9,223,000
Amortization expense	(1,021,000)	(1,021,000)
Balance at end of year, net	<u>\$ 8,043,000</u>	<u>\$ 9,064,000</u>

**Express Services, Inc.**

**Notes to Consolidated Financial Statements**

**Note 9. Goodwill and Other Intangibles (Continued)**

The cumulative totals for goodwill are as follows:

	Estimated Life (in Years)	December 31, 2023			
		Gross Amount	Accumulated Amortization	Accumulated Impairment Recognized	Net
Goodwill	10	\$ 10,215,000	\$ (2,172,000)	\$ -	\$ 8,043,000

	Estimated Life (in Years)	December 25, 2022			
		Gross Amount	Accumulated Amortization	Accumulated Impairment Recognized	Net
Goodwill	10	\$ 10,215,000	\$ (1,151,000)	\$ -	\$ 9,064,000

Estimated future amortization of goodwill as of December 31, 2023, is as follows:

2024	\$ 1,021,000
2025	1,021,000
2026	1,021,000
2027	1,021,000
2028	1,021,000
Thereafter	2,938,000
	<u>\$ 8,043,000</u>

**Note 10. Debt Obligations**

**Revolving line of credit:** The Company maintained a revolving line of credit with a financial institution at December 25, 2022. In October 2022, the Company amended the previous credit agreement to reduce the borrowing base from \$25,000,000 to \$15,000,000 and extended the maturity date to October 17, 2023. The credit facility carried an interest rate per annum of 2.10% below the Wall Street Journal (WSJ) Prime Rate and contained certain restrictive covenants, such as tangible net worth minimum and a restriction on merging or consolidating with any other entity. The credit agreement provided the Company with funds for working capital, other general corporate purposes, and to support commercial standby letters of credit. The October 2022 amendments added an interest rate benchmark floor of 3.0% and to state that if the WSJ Prime Rate is no longer published, the financial institution will choose Daily Simple SOFR or a comparable substitute rate. At December 25, 2022, the outstanding letters of credit associated with the credit agreement totaled \$10,000, resulting in an available borrowing base of \$14,990,000 at a variable rate of 5.40%.

In October 2023, the Company terminated this revolving line of credit and, as of December 31, 2023, all collateral securing the obligation has been released by the financial institution.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### Note 10. Debt Obligations (Continued)

**Letters of credit:** EPIC has secured an irrevocable standby letter of credit in favor of several insurance companies in the amount of \$85,422,000 at December 31, 2023 and December 25, 2022, to collateralize its workers' compensation, employee practices, general liability, and auto loss reserves. General liability and auto loss reserves were included in this letter of credit for the policy year beginning October 1, 2023. At December 31, 2023 and December 25, 2022, investments and cash equivalents with a fair value of \$164,624,000 and \$154,526,000, respectively, were pledged as collateral to secure the credit facility. There were no draws on the letter of credit as of December 31, 2023 or December 25, 2022. The letter of credit expires November 29, 2024 and bears interest at an annual rate of 0.25%.

The Company has secured an irrevocable standby letter of credit in favor of an insurance company in the amount of \$900,000 at December 31, 2023 and December 25, 2022, to collateralize its general liability and auto loss reserves for policy years prior to the policy year ended September 30, 2023. There were no draws on the letter of credit as of December 31, 2023 or December 25, 2022. This letter of credit will automatically renew in October each year until terminated by the Company and bears interest at an annual rate of 0.50%.

The Company has secured an irrevocable standby letter of credit in favor of an airline company in the amount of \$10,000 at December 31, 2023, as a requirement of ETS as a registered travel agency. There were no draws on the letter of credit as of December 31, 2023. This letter of credit will automatically renew in November each year until terminated by the Company and bears interest at an annual rate of 1.00%.

#### Note 11. Income Taxes

The components of federal income tax expense are summarized as follows:

	December 31, 2023	December 25, 2022	December 26, 2021
Current expense	\$ 5,975,000	\$ 3,463,000	\$ 3,000,000
Deferred expense	1,951,000	(2,868,000)	853,000
Income tax provision	<u>\$ 7,926,000</u>	<u>\$ 595,000</u>	<u>\$ 3,853,000</u>

Federal income tax expense for the periods ended December 31, 2023, December 25, 2022, and December 26, 2021, is different from the amount computed by applying the normal tax rate to income from operations before federal income taxes as follows:

	December 31, 2023	December 25, 2022	December 26, 2021
Computed tax expense at 21%	\$ 27,870,000	\$ 28,242,000	\$ 32,671,000
Increase (decrease) in income taxes resulting from:			
Income subject to taxation at the stockholder level	(19,568,000)	(27,717,000)	(28,955,000)
Other, net	(376,000)	70,000	137,000
	<u>\$ 7,926,000</u>	<u>\$ 595,000</u>	<u>\$ 3,853,000</u>

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### Note 11. Income Taxes (Continued)

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and (liabilities) are summarized as follows:

	December 31, 2023	December 25, 2022
Net deferred tax asset (liability):		
Discounting of losses and loss adjustment expenses	\$ 2,489,000	\$ 2,812,000
Unearned premiums	2,395,000	2,630,000
Tax Cuts and Jobs Act loss reserve revaluation	(221,000)	(332,000)
Net unrealized holding loss on non-equity investments	1,153,000	1,609,000
Net unrealized holding gain on equity investments	(3,033,000)	(1,356,000)
Net realized holding loss on equity investments	6,000	1,000
Deferred acquisition costs	(16,000)	(16,000)
Premium deficiency	168,000	-
Total deferred tax assets	<u>\$ 2,941,000</u>	<u>\$ 5,348,000</u>

The Company believes it is more likely than not that the deferred tax assets will be realized; therefore, no valuation allowance has been recorded.

#### Note 12. Related Parties

The Company's stockholders own franchises and have entered into franchise agreements with the Company under the same terms as those of other franchisees except that the stockholders have entered into a founders' agreement whereby the Company does not share in the gross margin for stockholder franchises and, therefore, the Company has no economic interest in the stockholder franchises. As the Company has no economic interest in the founders' franchises, the gross revenues and related expenses of founder franchises are not included in the consolidated statements of comprehensive income; however, the accounts receivable and accrued expenses are reflected in the consolidated balance sheets. As a result of the founders franchises, the Company's consolidated balance sheets include accounts receivable of \$33,908,000 and \$44,469,000, related-party reserve for loss and loss adjustments of \$1,277,000 and \$0, franchisee share of gross margin and other payables to franchisees of \$852,000 and \$1,737,000, accrued payroll and payroll taxes of \$7,064,000 and \$9,245,000, and accounts payable and other accrued liabilities of \$232,000 and \$612,000 at December 31, 2023 and December 25, 2022, respectively, that are attributable to the founders franchises.

The Company compensates its stockholders for services performed for the Company. During each of the years ended December 31, 2023, December 25, 2022 and December 26, 2021, the Company recognized compensation expense related to these services of approximately \$2,000,000.

The Company also has advances and notes receivable due from stockholders and related-party trusts. See Note 7 for additional information related to these arrangements.

**Notes to Consolidated Financial Statements**

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**Note 13. Employee Benefits**

**Defined contribution plan:** The Company sponsors defined contribution and group insurance plans that cover substantially all employees who meet certain types of employment and length of service requirements. Company contributions under these plans are made at the discretion of the Board of Directors. Contributions to the defined contribution plan may not exceed the amount deductible for income tax purposes. Contributions to the plans were approximately \$1,197,000, \$1,095,000 and \$973,000 for fiscal years 2023, 2022 and 2021, respectively.

**Discretionary incentive plan:** The Company sponsors a discretionary incentive program for employees deemed by the Internal Revenue Service as highly compensated employees (HCEs). Company contributions under this plan are based on the HCEs' eligible compensation and years of service and ranges from 5% to 7.5%. HCEs vest in their contributions 20% after two years and then an additional 20% for each of the next four years, becoming fully vested after six years of service. The vested portion of the HCE's account is distributed to them each January based on the vested balance as of the immediately prior December 31, net of any previous distributions. The Company has accrued liabilities of \$3,237,000 and \$3,510,000 for this obligation in accounts payable and other accrued liabilities in the consolidated balance sheets at December 31, 2023 and December 25, 2022, respectively.

**Deferred compensation:** The Company has implemented a deferred compensation plan to reward and provide incentives to key management employees who contribute to the Company's continued success and growth. The Board of Directors of the Company administers the plan and awards stock performance units (units) at its discretion. The Board of Directors reserved 1,000,000 units to issue to employees under this plan. The outstanding units as of December 31, 2023 and December 25, 2022 were 31,698 and 33,626, respectively, and of these amounts, 27,238 and 28,026 units, respectively, were vested. The amounts charged to compensation expense under the plan were \$4,555,000, \$3,715,000 and \$3,585,000 for the years 2023, 2022 and 2021, respectively. At December 31, 2023 and December 25, 2022, the vested obligation under this plan was \$36,977,000 and \$36,700,000, respectively, and is included in deferred compensation in the accompanying consolidated balance sheets. Unrecognized total compensation costs related to unvested awards as of December 31, 2023, were approximately \$6,683,000.

**Accrued termination benefits:** The Company has accrued termination benefits for key employees and developers (see Note 1). Obligations to the developers are paid over a seven-year period commencing upon termination. At December 31, 2023 and December 25, 2022, the Company had a total liability for the developers of \$14,540,000 and \$15,320,000, respectively. At December 31, 2023 and December 25, 2022, \$653,000 and \$3,992,000, respectively, of this liability is included in the current portion of accrued termination benefits.

The Company also has employment agreements with key employees that provide for a retention bonus and/or a term expiration bonus, and severance. At December 31, 2023 and December 25, 2022, the Company had a total liability for the bonuses and severance of \$7,227,000 and \$10,221,000, respectively. At December 31, 2023 and December 25, 2022, \$1,317,000 and \$3,358,000, respectively, of this liability is included in the current portion of accrued termination benefits on the consolidated balance sheets with the remainder included in non-current accrued termination benefits. This liability was discounted using the Company's incremental borrowing rate in effect at the time the respective agreement originated to result in a total amount accrued equal to the present value of all future benefits expected to be paid.

## Express Services, Inc.

### Notes to Consolidated Financial Statements

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#### Note 13. Employee Benefits (Continued)

The total liability related to the retention bonus and/or term expiration bonus, and severance agreements at December 31, 2023, is expected to be paid as follows:

2024	\$	1,317,000
2025		2,738,000
2026		2,278,000
2027		777,000
2028		690,000
		<hr/>
		7,800,000
Less discount to net present value (2.35-3.58%)		(573,000)
		<hr/>
	\$	<u>7,227,000</u>

#### Note 14. Commitments, Contingencies and Uncertainties

**Legal matters:** The Company is subject to litigation and claims arising in the ordinary course of business. Some of these claims are preliminary and contain unresolved issues, such as class certification or the ability to pursue common and uncommon claims. In the opinion of management and its legal counsel, the outcome of all such matters that are not currently reflected or disclosed in the financial statements is not expected to have a material adverse effect on the Company's consolidated financial position, results of operations, or cash flows; however, as the ultimate outcome of such matters cannot be determined, it is possible that settlement could result in a material adverse impact to the Company

**Shareholder distributions:** The shareholders' have entered into an agreement which specifies the manner and timing in which future stockholder distributions, including tax distributions, are to be calculated, made and paid. In addition to specified minimum distributions, the agreement, specifies criteria for contingent distributions based on cash reserve minimums and EBITDA as defined in the agreement. These minimums and contingent distributions commenced during the year-ended December 26, 2021. When the criteria for these additional contingent distributions are met, the Company considers the distributions to be declared as of the end of the fiscal year to which they relate, as that is when the Company becomes obligated to pay the additional distributions. The Company has accrued stockholder distributions payable of \$26,511,000 and \$25,697,000 at December 31, 2023 and December 25, 2022, respectively.

**Founder's exemption obligation:** As discussed in Note 12, the stockholders of the Company own other franchises and have entered into a founders' exemption agreement that provides for the stockholders to retain their entire gross margin, among other things. Upon the twentieth anniversary of the death of either stockholder, the Company will be required to pay to the deceased stockholder's estate the then fair market value of the founder's exemption right, at which time the exemption will effectively cease, and the Company will be entitled to a share of gross profits from the founder's franchises, similar to the Company's arrangements with third-party franchises. This contingent obligation cannot be reasonably estimated at December 31, 2023.



## **Express Services, Inc.**

### **Notes to Consolidated Financial Statements**

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#### **Note 15. Subsequent Events**

On January 10, 2024, the Company entered into a strategic partnership agreement with Deputy Group Pty Limited (Deputy), a leading provider of timekeeping solutions. Under the terms of the agreement, the Company acquired a 2.64% equity interest in Deputy for \$25,000,000 and committed to provide technical and marketing support. The Company accounted for the investment as an equity investment without a readily determinable fair market value. Subsequent changes to the carrying value of the investment will be made for impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer.

On February 15, 2024, the Company furthered its strategic partnership with Avionte by acquiring an additional 4.54% equity interest for \$25,000,000. At December 31, 2023, the Company's current investment with Avionte (see Note 1) had a carrying value of \$3,948,000. With the addition of this equity interest, the Company now has an aggregate investment carrying value of \$29,680,000, resulting in an equity interest of 5.62%. In 2024, the Company recognized a gain of \$1,483,000 on its original investment in Avionte as a result of this observable price change as part of this market transaction.



EXHIBIT J  
STATE-SPECIFIC ADDENDA

## **EXHIBIT J**

### **STATE-SPECIFIC ADDENDA**

#### **ADDITIONAL DISCLOSURES FOR THE MULTISTATE FRANCHISE DISCLOSURE DOCUMENT OF EXPRESS SERVICES, INC.**

The following are additional disclosures for the Multistate Franchise Disclosure Document of EXPRESS SERVICES, INC. required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

## California Addendum to Disclosure Document

The Disclosure Document, is amended as follows:

- A. California and Business 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.
- B. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
- C. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
- D. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- E. The Franchise Agreement requires mediation, then binding arbitration of certain disputes. The mediation/arbitration will occur in Oklahoma City, Oklahoma with the costs being borne by each party.
- F. The Franchise Agreement requires application of the laws of Oklahoma
- G. The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).
- H. California Corporations Code, Section 31125 requires Company to give you a disclosure document, approved by the Department of Financial Protection and Innovation before a solicitation of a proposed material modification of an existing franchise.
- I. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATED TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Neither Franchisor, any person or franchise broker in Item 2 of this Disclosure Document 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, 15 U.S.C. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

- J. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE

COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

- K. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF OUR WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at [www.dfpi.ca.gov](http://www.dfpi.ca.gov).
- L. The earnings claims figure(s) does (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 figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.
- M. 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.
- N. The highest interest rate allowed by law is 10% annually.

## Hawaii Disclosure

The following paragraphs are to be added in the state cover page:

THESE FRANCHISES WILL BE FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

The name and address of the agent for the Franchisor's broker in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Disclosure Document for Express Services, Inc. in connection with the offer and sale of franchises for use in the State of Hawaii shall be amended to include the following:

1. Item 20 "Outlets and Franchisee Information," shall be amended by the addition of the following paragraph:

This proposed registration is effective/exempt from registration or will shortly be on file in California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

2. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Addendum to the Disclosure Document.

## **Illinois Disclosure**

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44 the Franchise Disclosure Document for Express Services, Inc. for use in the State of Illinois shall be amended as follows:

1. The "Summary" section of Item 17 (v), entitled Choice of Forum, is amended by adding the following language:

However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.

2. The "Summary" section of Item 17 (w), entitled Choice of Law, is amended by adding the following language:

However, except for federal law, Illinois law applies if the jurisdiction requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

3. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently, without reference to this addendum.



## **Maryland Addendum to Disclosure Document**

In the State of Maryland only, this Franchise Disclosure Document is amended as follows:

The following is added to Item 11:

Fees related to advertising are to be raised and spent as follows: 4.0% on Public Relations Promotions, 90.0% for Media Placement, 5.5% on Advertising Production, and 0.5% for general and administrative expenses. You may obtain an accounting of advertising expenditures by the Marketing Fund by making a written request to us.

The following is added to item 17:

Pursuant to COMAR 02-02-08-16L, 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.

You are not required to assent to a period of limitations for causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland, other than the period of limitations set forth in that statute. You must bring an action under such law within three years after the grant of the franchise.

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

## 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:

- (A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.
- (B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.
- (C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.
- (D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.
- (E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.
- (F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

- (G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:
- (i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.
  - (ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.
  - (iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.
  - (iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.
- (H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).
- (I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

\* \* \* \*

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.

\* \* \* \*

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN \$100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE,

IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

\* \* \* \*

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: CONSUMER PROTECTION DIV., FRANCHISE SECTION, 525 W. OTTAWA STREET, WILLIAMS BUILDING, 1<sup>ST</sup> FLOOR, LANSING, MICHIGAN 48913.

**ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:**

**DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE  
CONSUMER PROTECTION DIVISION  
ATTN: FRANCHISE  
WILLIAMS GUILDING, 1<sup>ST</sup> FLOOR  
LANSING, MICHIGAN 48913**

NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS, IF ANY. WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS, IF ANY.

## Minnesota Disclosure

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Express Services, Inc. for use in the State of Minnesota shall be amended to include the following:

1. Item 13, "Trademarks," shall be amended by the addition of the following paragraph at the end of the Item:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights which you have to use our proprietary marks.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3,4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

3. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the Disclosure Document.

## **Rhode Island Disclosure**

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34 the Franchise Disclosure Document for Express Services, Inc. for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

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

2. This addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the Disclosure Document.

## Washington Disclosure

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

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

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.

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

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

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

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



EXHIBIT K  
STATE-SPECIFIC AGREEMENT AMENDMENTS



**CALIFORNIA  
ADDENDUM TO FRANCHISE AGREEMENT**

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "**Addendum**") dated \_\_\_\_\_, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated \_\_\_\_\_, by and between Express Services, Inc., a Colorado corporation, as franchisor ("**Franchisor**") and \_\_\_\_\_, as franchisee ("**Franchisee**"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

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

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms.

**We; Us; Our**

Express Services, Inc.

By: \_\_\_\_\_  
William H. Stoller, Chief Executive Officer

**You; Your (if You are an individual):**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

**You; Your (if You are an entity):**

Your Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Hawaii Franchise Agreement Amendment

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, the parties to the attached Express Services, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 3.2(g), under the heading "Term and Renewal," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(g) You will execute a general release, in a form satisfactory to Us, of any and all claims against Us, Our subsidiaries, affiliates, successors and assigns and their respective officers, directors, shareholders, managers, members, partners, agents, representatives, and employees, in their corporate and individual capacities, including claims arising under this Agreement and federal, state, and local laws, rules and ordinances, excluding only such claims as You may have under the Hawaii Franchise Investment Law.

2. Section 16.6.(b)(xiv)., under the heading "Transfer, Sales, or Assignment," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(xiv) If the sale, assignment or transfer to a third party is consummated, it shall not be effective unless and until the then-current Franchise Agreement by and between Us and the purchaser has been executed and delivered, all monies then due and owing to Us by You including the transfer fee required above have been paid to Us, all defaults of Yours under this Agreement have been cured, and You have executed a general release of all claims against Us arising out of or related to this Agreement and Your operations and performance under it, excluding only such claims as You may have under the Hawaii Franchise Investment Law.

3. Section 16., under the heading "Certain Post-Termination or Cancellation Obligations," shall be amended by the addition of the following new paragraph 16.3., which shall be considered an integral part of the Agreement:

16.3. Notwithstanding anything to the contrary in this Section 16, We shall comply with Hawaii law which currently requires that We compensate You upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Us or a supplier designated by Us. Personalized materials which have no value to Us need not be compensated for. If We refuse to renew a franchise for the purpose of converting Your business to one owned and operated by Us, We, in addition, must compensate You for the loss of goodwill. We may deduct reasonable costs incurred in removing, transporting and disposing of Your inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due to Us.

4. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Hawaii amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

**We; Us; Our**

Express Services, Inc.

By: \_\_\_\_\_  
William H. Stoller, Chief Executive Officer

**You; Your (if You are an individual):**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

**You; Your (if You are an entity):**

Your Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Illinois Franchise Agreement Amendment**

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Express Services, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 3. of the Agreement, under the heading "Term and Renewal," shall be supplemented by the addition of the following new paragraph 3.3., which shall be considered an integral part of the Agreement:

3.3 If any of the provisions of this Section 3. are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If We refuse to renew this Agreement, We shall compensate You if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 15. of the Agreement, under the heading "Termination or Cancellation," shall be supplemented by the addition of the following new paragraph 15.4, which shall be considered an integral part of the Agreement:

15.4 If any of the provisions of this Section 15. concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then such Illinois law shall apply.

3. Section 18.5 of the Agreement, under the heading "Governing Law," shall be deleted in its entirety, and shall have no force or effect; and the following new paragraph shall be substituted in lieu thereof:

18.5 This Agreement shall be executed and deemed to be entered into and accepted in the State of Illinois. The rights of the parties and provisions of this Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of Illinois. By execution of this Agreement, You consent to the exercise over You of the general personal jurisdiction of the courts of record of the State of Illinois. Both parties agree that all causes of action and claims under this Agreement shall be litigated only in state or federal courts of record in the State of Illinois, even though it may be otherwise possible to obtain jurisdiction over You or Us elsewhere.

4. Section 18.5. of the Agreement, under the heading "Governing Law," shall be amended by the addition of the following new Section 18.5(a), which shall be considered an integral part of the Agreement:

(a) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

5. Section 19.11. of the Agreement, under the heading "General," shall be deleted in its entirety, and shall have no force or effect; and the following new paragraph shall be substituted in lieu thereof:

19.11. This Agreement and all ancillary agreements executed contemporaneously with this Agreement, and other than the representations set forth in the Franchise Disclosure Document provided to Franchisee by Franchisor in accordance with the Federal Trade Commission's Trade Regulation Rule Concerning Franchising and Business Opportunity Ventures, constitutes the entire agreement between You and Us, oral and written, and supersede any and all prior negotiations, understandings, representations and agreements; and shall not be modified or amended except in writing signed by the parties. You acknowledge and agree that You are entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of Your own independent investigation of the Franchise and not as a result of any representations about Us made by Our shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees which are contrary to the terms set forth in this Agreement or of any Disclosure Document, prospectus, disclosure document or other similar document required to be given to You by applicable law.

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Illinois amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

**We; Us; Our**

Express Services, Inc.

By: \_\_\_\_\_  
William H. Stoller, Chief Executive Officer

**You; Your (if You are an individual):**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

**You; Your (if You are an entity):**

Your Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MARYLAND RIDER TO FRANCHISE AGREEMENT**

This Rider amends the Franchise Agreement dated \_\_\_\_\_ (the "Agreement"), between Express Services, Inc., a Colorado corporation ("Franchisor") and \_\_\_\_\_, a \_\_\_\_\_ ("Franchisee").

**1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

**2. Bankruptcy.** Any provision in the Agreement that provides that bankruptcy is a grounds for termination may not be enforceable.

**3. No Waiver of State Law In Sale.** Notwithstanding any provision of the Agreement to the contrary, as a condition of the sale of a franchise, Franchisor shall not require a prospective franchisee to agree to a release, assignment, novation, waiver, or estoppel that would relieve Franchisor or any other person from liability under the Maryland Franchise Law.

**4. No Release of Liability.** Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

**5. Statute of Limitations.** Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

**6. Jurisdiction.** Notwithstanding any provision of the Agreement to the contrary, Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

**7. Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FRANCHISOR:

Express Services, Inc.

By: \_\_\_\_\_

Name: William H. Stoller

Title: Chief Executive Officer

Date: \_\_\_\_\_

## Minnesota Franchise Agreement Amendment

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Express Services, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 3.2(g) under the heading "Term and Renewal," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(g) You will execute a general release, in a form satisfactory to Us, of any and all claims against Us, Our subsidiaries, affiliates, successors and assigns and their respective officers, directors, shareholders, partners, agents, representatives, and employees, in their corporate and individual capacities, including claims arising under this Agreement and federal, state, and local laws, rules and ordinances, excluding only such claims as You may have that have arisen under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

2. Section 3. of the Agreement, under the heading "Term and Renewal," shall be supplemented by the addition of the following new paragraph 3.3:

3.3. Minnesota law provides You with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that You be given 180 days notice of non-renewal of the Franchise Agreement.

3. Section 1. of the Agreement, under the heading "Trade Names and Trademarks," shall be amended by the addition of the following new paragraph 1.10.:

1.10. Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), We are required to protect any rights You may have to Our Proprietary Marks.

4. Section 14.6.(b)(xiv)., under the heading "Transfer, Sales, or Assignment," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(xiv) If the sale, assignment or transfer to a third party is consummated, it shall not be effective unless and until the then-current Franchise Agreement by and between Us and the purchaser has been executed and delivered, all monies then due and owing to Us by You including the transfer fee required above have been paid to Us, all defaults of Yours under this Agreement have been cured, and You have executed a general release of all claims against Us arising out of or related to this Agreement and Your operations and performance under it, excluding only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

5. Section 14. of the Agreement, under the heading " Transfer, Sales, or Assignment," shall be supplemented by the addition of the following new paragraph 14.15.:

14.15. Minnesota law provides You with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.

6. Section 15. of the Agreement, under the heading " Termination or Cancellation," shall be amended by the addition of the following new paragraph 15.4.:

15.4. Minnesota law provides You with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a You be given 90 days notice of termination (with 60 days to cure) of the Franchise Agreement.

7. Section 18. of the Agreement, under the heading " 18.6. Exclusive Jurisdiction and Venue ", shall be supplemented by the following paragraph 18.6(a)., which shall be considered an integral part of the Agreement:

(a). Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

8. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

[signature page follows]



IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

**We; Us; Our**

Express Services, Inc.

By: \_\_\_\_\_  
William H. Stoller, Chief Executive Officer

**You; Your (if You are an individual):**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

**You; Your (if You are an entity):**

Your Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Rhode Island Franchise Agreement Amendment

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Express Services, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 18.6. of the Agreement, under the heading " 18.6. Exclusive Jurisdiction and Venue," shall be supplemented by the addition of the following paragraph 18.6(a):

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

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

**We; Us; Our**

Express Services, Inc.

By: \_\_\_\_\_  
William H. Stoller, Chief Executive Officer

**You; Your (if You are an individual):**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

**You; Your (if You are an entity):**

Your Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Washington Franchise Agreement Addendum

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

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

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.

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

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

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

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

The undersigned does hereby acknowledge receipt of this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington Addendum to the Franchise Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**We; Us; Our**

Express Services, Inc.

By: \_\_\_\_\_  
William H. Stoller, Chief Executive Officer

**You; Your (if You are an individual):**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

**You; Your (if You are an entity):**

Your Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHIBIT L  
SAMPLE RELEASE LANGUAGE

## EXHIBIT L

### SAMPLE RELEASE LANGUAGE

The following is our current general release language that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

Franchisee, its officers and directors, its owners, and their respective agents, heirs, administrators, successors, and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless Express Services, Inc., its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors, and assigns (the "**Franchisor Group**"), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee Group and/or its owners had, have, or may have against any member of the Franchisor Group, including any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership, or operation of the Express Employment Professional Business. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including reasonable attorneys', accountants', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Franchise Agreement or the Express Employment Professional Business. The Franchisee Group and its owners represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements, or promises described herein.

The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.



EXHIBIT M  
FRANCHISEE COMPLIANCE CERTIFICATION

## EXHIBIT M

### FRANCHISEE COMPLIANCE CERTIFICATION

As you know, The Express Services, Inc. (the “**Franchisor**”) and you are preparing to enter into a Franchise Agreement for the establishment and operation of an Express Employment Professionals Business. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. The following dates and information are true and correct:
  - a. \_\_\_\_\_,20\_\_      The date of my first face-to-face meeting with any person to discuss the possible purchase of an Express Employment Professionals Business franchise  
Initials \_\_\_\_\_
  - b. \_\_\_\_\_,20\_\_      The date on which I received Franchisor’s Franchise Disclosure Document (“**FDD**”)  
Initials \_\_\_\_\_
  - c. \_\_\_\_\_,20\_\_      The date when I received a fully completed copy (other than signatures) of the Franchise Agreement and Addenda (if any) and all other documents I later signed.  
Initials \_\_\_\_\_
  - d. \_\_\_\_\_,20\_\_      The date on which I signed the Franchise Agreement.  
Initials \_\_\_\_\_
2. Did you sign a receipt for the FDD indicating the date you received it?  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. Do you understand that no agreement or addendum is effective until it is also signed and dated by the Franchisor?  
Yes \_\_\_\_\_ No \_\_\_\_\_
4. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today?  
Yes \_\_\_\_\_ No \_\_\_\_\_
5. Have you paid any money to the Franchisor concerning the purchase of this franchise before today?  
Yes \_\_\_\_\_ No \_\_\_\_\_



6. If you have answered Yes to any one of questions 4 - 5, please provide a full explanation of each Yes answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered No to each of questions 4 - 5 please leave the following lines blank.

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7. I have spoken with current and former *Express Employment Professionals Business* franchisees, and I chose which franchisees, and how many franchisees, to speak with.

Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered Yes to this question 7, please complete chart below (attach additional pages, as needed, and refer to them below.) If you have not spoken with any *Express Employment Professionals Business* franchisees, then please leave the chart blank.

<b>Name of <i>Express Employment Professionals Business</i> Franchisee I Spoke With</b>	<b>On This Date</b>

FRANCHISE APPLICANTS

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EXHIBIT N  
STATE EFFECTIVE DATES  
AND RECEIPTS

## **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 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:

<b>STATES</b>	<b>EFFECTIVE DATE</b>
California	November 9, 2023
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	July 14, 2023
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

**ITEM 23 • RECEIPTS**  
(To be retained by Franchisee)

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 Express Services, 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 first personal meeting held to discuss the franchise sale or at least 10 business 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. Michigan requires that we give this Disclosure Document to you at least 10 business 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.

If Express Services, 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 your state agency.

The name of each franchise seller is Melissa Davis, Dan Gunderson, Vinny Provenzano, Bill Thompson, Brook Wise, and Emelio Daugherty. The principal business address and telephone number of each franchise seller is:

9701 Boardwalk Blvd.  
Oklahoma City, OK 73162  
(800) 652-6400

Issuance Date: March 29, 2024

We authorize the agents listed in Exhibit F to receive service of process for us.

I received a Disclosure Document dated March 29, 2024 that included the following Exhibits and other Attachments:

- |     |   |   |   |
|-----|---|---|---|
| A   | Franchise Agreement                       | E | List of State Administrators                                  |
| B-1 | BTO Program Addendum                      | F | Agents for Service of Process                                 |
| B-2 | IPP Program Addendum                      | G | List of Current/Former Franchisees, and Company-Owned Offices |
| B-3 | Conversion Addendum                       | H | Table of Contents for Manual                                  |
| B-4 | Payroll Addendum                          | I | Financial Statements  |
| B-5 | ExtendHR Program Addendum                 | J | State-Specific Disclosures                                    |
| B-6 | New Franchisee Incentive Program Addendum | K | State-Specific Agreement Amendments                           |
| C   | Promissory Note                           | L | Sample Release Language                                       |
| D   | Sample Bonus Chart                        | M | Franchisee Compliance Certification                           |
|     |   | N | Receipts (2 copies)   |

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Prospective Franchisee

\_\_\_\_\_  
Name (please print)

Address: \_\_\_\_\_  
\_\_\_\_\_

**ITEM 23 • RECEIPT**

(To be signed, dated, and sent to Franchisor)

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 Express Services, 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 first personal meeting held to discuss the franchise sale or at least 10 business 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. Michigan requires that we give this Disclosure Document to you at least 10 business 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.

If Express Services, 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 your state agency.

The name of each franchise seller is Melissa Davis, Dan Gunderson, Vinny Provenzano, Bill Thompson, Brook Wise, and Emelio Daugherty. The principal business address and telephone number of each franchise seller is:

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Oklahoma City, OK 73162  
(800) 652-6400

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- |   |   |
|---|---|
| A Franchise Agreement                         | E List of State Administrator                                   |
| B-1 BTO Program Addendum                      | F Agents for Service of Process                                 |
| B-2 IPP Program Addendum                      | G List of Current/Former Franchisees, and Company-Owned Offices |
| B-3 Conversion Addendum                       | H Table of Contents for Manual                                  |
| B-4 Payroll Addendum                          | I Financial Statements  |
| B-5 ExtendHR Program Addendum                 | J State-Specific Disclosures                                    |
| B-6 New Franchisee Incentive Program Addendum | K State-Specific Agreement Amendments                           |
| C Promissory Note                             | L Sample Release Language                                       |
| D Sample Bonus Chart                          | M Franchisee Compliance Certification                           |
|   | N Receipts (2 copies)   |

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Prospective Franchisee

\_\_\_\_\_  
Name (please print)

Address: \_\_\_\_\_