



FRANCHISE DISCLOSURE DOCUMENT

FRONTIER ADJUSTERS, INC.
a Colorado corporation
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Independence, OH 44131
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The franchise offered is for the operation of a claims adjusting business, which includes inspections, appraisals, estimates, third party claims administration, risk management services, or investigations unless otherwise specified in Section 1.1 of the Franchise Agreement.

The total investment necessary to begin operation of a Frontier Adjusters franchised business is \$21,460 to \$30,410. This includes \$15,000 that must be paid to Franchisor.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Compliance Department at 7100 E. Pleasant Valley Rd., Ste. 107 Independence, OH 44131 and (800) 426-7228.

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

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

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

Issuance Date: December 9, 2021

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

2. Beginning with the first three months after signing the agreement and every three months after, the franchisee must maintain gross billings of at least \$10,000, with some exceptions granted by the franchisor, but never less than \$10,000. Failure to achieve this level can result in termination of the agreement.

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

Information Required by the State of Michigan

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

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

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice of it 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 franchise business are not subject to compensation. This subsection applies only if: (i) the terms 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 to first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

(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.

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attention: Franchise Bureau
670 Law Building
Lansing, MI 48913
(517) 373-3800

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EXHIBITS

List of State Regulatory Agencies and Administrators

- A. Franchise Registration/Disclosure & Business Opportunity States Directory of State Agencies
- B. List of Agents for Service of Process
- C. Franchise Agreement with Schedules
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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

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

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

Frontier Adjusters, Inc.
26 Century Blvd., Ste. N350
Nashville, TN 37214
(440) 290-1185
(800) 426-7228

Frontier’s agents for service of process are disclosed in EXHIBIT B.

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

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

The Franchise Offered

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

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

throughout the United States and Canada, which companies have claims originating in the regular course of business. You will have to compete with other independent adjusters that operate throughout the United States and Canada.

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

Frontier has no affiliates or predecessors that have offered franchises for the same type of business to be conducted by you or who have offered franchises in other lines of business. Frontier does have a wholly owned subsidiary, Frontier Adjusters Co. Ltd. located at 4745 N. 7th St., Ste. 320, Phoenix, AZ 85014 and its telephone number is 800-528-1187 offering similar franchises in Canada only.

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

Industry-Specific Regulations

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

ITEM 2

BUSINESS EXPERIENCE

President, Chief Executive Officer and Director: DAN SAULTER

Mr. Saulter became a Director of Frontier in September 2019 upon the acquisition of Frontier by Davies US. He currently serves as President and Chief Executive Officer of Frontier as well as Group Chief Executive Officer of Davies US. and its ultimate parent, Davies Group. Dan joined Davies Group in 2013 after having spent five years at Towergate Insurance in various senior leadership roles including Divisional CEO, and Group M&A Director.

Secretary, Chief Financial Officer and Director: PAULA KENNESON

Ms. Kenneson was appointed Director of Frontier in September 2019 further to the acquisition of Frontier by Davies US. She currently serves as Secretary and Chief Financial Officer of Frontier as well as Davies US. and Chief Financial Officer of Quest Captive Management, LLC, an affiliated Davies Group company. Paula joined Davies Group in November 2018 with the acquisition of USA Risk Group by Quest Captive Management. Prior to that acquisition she served as Vice President & Treasurer of USA Risk Group from 2005 to 2016 after which she was appointed Chief Financial Officer in 2016.

Director of Operations: JOSE BRIDGES

Jose joined Frontier Adjusters as the Director of Operations in January 2021. Jose has been a licensed adjuster since 2001 and has adjusting experience in multiple lines of business as well as CAT and litigation experience. Jose has over 10 years of claims management experience, most recently in 2020 as a Claims Director with Kemper Insurance. Jose also has Franchise Operations experience, having been a Franchise Business Coach with Rainbow International Restoration from 2015 through 2020.

Head of Adjusting & Innovation: TYSON WARE

Tyson joined Frontier as lead software developer in 2007 and led the development of the company's proprietary claims management system. Since August 2011 Mr. Ware has served as the Brand Manager of Frontier and plays a key role in business operations, business development, and information technology. He currently serves as our Head of Adjusting & Innovation.

CEO, Davies Claims Solutions US: MATTHEW BUTTON

Matthew is a qualified accountant, starting his career with accountancy firm BDO. Since then, Matthew has over 10 years' experience in the insurance sector holding various senior corporate development, finance and broader management roles with Towergate and latterly Davies. Matthew currently serves as the CEO of Davies' Claims Solutions business in the US which includes Life & Health and Property & Casualty claims services for insurance companies. Frontier forms part of Davies' Property & Casualty claims offering.

ITEM 3
LITIGATION

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

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

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

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

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

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

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	15% of gross receipts from billings for services performed	Within 10 days after receipt	Billings for services are paid directly to Frontier or an affiliated service company, which remits 85% of that weekly to franchisee after retaining Frontier's royalty. We currently waive the royalty on certain franchisee out-of-pocket expenses that are billed to customers for reimbursement (such as postage and airfare); this policy may be modified by us at any time in our sole discretion. In limited circumstances where a franchisee has or acquires an existing adjusting business, we may reduce the royalty to as low as 10%, based on one or more of the following criteria: pre-existing volume of sales, geographic location, market, and/or size differences. These criteria will be consistently applied but may change over time. All royalty fees are imposed by and payable to Frontier and are nonrefundable.
Marketing Fund Fee	Up to 1% of gross receipts from billings for services performed	Monthly	The marketing fund fee is currently not being charged. If such marketing fund is introduced it will be used to promote the services of the Frontier Adjusters' network of franchised offices and other uses as we, in our sole discretion, deem appropriate.
Technology/ Customer Service Center Fee	Up to 1% of gross receipts from billings for services performed	Monthly	The technology/customer service center fee is currently not being charged. If such fee is introduced it will be used to fund technological system enhancements and support the operations of the customer service center.
Errors & Omissions Insurance	Premiums are allocated to each advertised location.	As billed	Franchisee is obligated to reimburse us for the premium and other costs and expenses to keep in force for the franchisee and Frontier's protection an Errors & Omissions Policy in such amounts as may be determined by us. We have contracted for a group policy that covers Frontier and all franchisees. Frontier will bill franchisee for their portion of the cost of this insurance. In the fiscal year ended June 30, 2020, the average cost per franchised location was approximately \$575. There is no guarantee that the cost will be same, higher, or lower than this amount. In the case of a claim against the franchisee under this policy, franchisee will also be required to pay the deductible, if any. It is the franchisee's responsibility to review and understand the Policy. Franchisee may purchase additional errors and omissions insurance as you deem appropriate.
Fee for Improper Billings	30% of any billings not invoiced on forms furnished or provided by us, or on forms on which the payor is not instructed to make payment to us.	As billed	The additional payment compensates us for the extra cost and time to process improper billings.
Transfer Fee	\$1,000	On transfer	This amount covers our costs of processing the transfer.
Liquidated	\$1-\$250	Per week,	In order to remain a competitive brand in the market, we set

Damages		per violation	quality measures, performance standards, or service requirements for our franchisees in the franchise agreement and Operations Manual. Franchisees who fail to meet these measures, standards, or requirements pay liquidated damages to us.
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No fees described in this Item 6 are collected or imposed on behalf of a third party other than the Errors & Omissions Insurance. In the future we may contract with an affiliated third party to handle collection and remittance of fees for services performed. No fees described in this Item 6 are refundable.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Expenditure	Actual or Estimated Amounts	Method of Payment	When Due	To Whom Payment Is To Made
Initial Franchise Fee	\$15,000	\$5,000 due upon executing franchise agreement, with balance of \$10,000 due in weekly payments of \$50.00 over the first 200 weeks of the Franchise Agreement.	A portion immediately; balance weekly	Frontier
Errors & Omissions Insurance	\$760 per year	As incurred	As billed (after business is opened)	Frontier
Additional Insurance Coverage (Note 1)	\$500 to \$1,000 per year	As incurred	As arranged	Suppliers
Equipment (Note 2)	\$1,000 to \$3,000	Lump sum or as arranged	As arranged	Suppliers
Opening Inventory	\$150	Lump sum for stationery and stamps. We provide operational forms at no cost to you	Prior to opening	Suppliers
Initial Advertising Fee	None	N/A	N/A	N/A
Training (Note 3)	None	N/A	N/A	N/A
Real Estate and Improvements (Note 4)	\$0 to \$1,500 per month	As arranged	As arranged	Lessor
Utility and Lease Security Deposits	\$50 to \$1,500	As arranged	Prior to opening	Lessor or utility companies
Telephone and Fax Listings	\$1,000 to \$2,000	As arranged	Prior to opening	Suppliers
Furniture and Fixtures	\$0 to \$1,000	As arranged	As arranged	Suppliers
Business License and Workers Compensation Insurance Deposit	\$0 to \$1,500	As arranged	Prior to opening	Suppliers
Additional Funds (Note 5)	\$3,000	As incurred	As incurred	Suppliers
Total	\$21,460 to \$30,410			

Notes:

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

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

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

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

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

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

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

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

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

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

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must maintain the highest standards of quality and workmanship to provide the highest quality services to your customers. We may specify particular performance standards in the Operating Manual or otherwise in writing. We can, and expect to, modify our standards as we deem necessary. We will notify you, in writing and/or email of any changes to the standards or our Operating Manual. Attached as EXHIBIT E is a copy of the table of contents of our current Operating Manual. With the exception of telephone service vendors and estimating software vendors, Frontier has no current required specifications, or mandatory suppliers for goods, services or real estate relating to your franchise business; however, we reserve the right to require specifications and mandatory suppliers for certain goods and services in the future. We may negotiate purchase agreements with vendors (including pricing terms) for the benefit of all franchisees and will notify you, in writing and/or via email of any such arrangements. You may or may not be required to participate in these arrangements. Currently, our franchisees are required to participate in group insurance policies relating to errors and omissions insurance coverage.

Frontier will seek to obtain Errors & Omissions coverage on commercially reasonable terms, consideration being given that each and every office shall be insured. Historically, Frontier has utilized an insurance broker affiliated with the prior owner of Frontier, Marathon Insurance Brokers, Ltd., to assist in securing such coverage. Frontier pays the premium to the third-party insurance company and then is reimbursed by the franchisees. Marathon Insurance Brokers, Ltd. then receives a commission from the insurer at the time the premium is paid to the insurer; the commission ranges from 5% to 10% of the premium paid. The commission (i.e. revenue) received by this affiliate of the prior owner of Frontier for the most recent policy year was \$48,500. In the future we may in our discretion change the method in which we obtain this coverage, including using an alternate broker service in the future, or none at all.

We may require that you utilize a particular, preferred telephone system vendor (e.g. FreedomVoice Phone System). If the vendor utilizes a password protected process for controlling telephone answering, telephone messages or call forwarding, you must agree to provide us with the password. We reserve the right to change required telephone system vendors from time to time. Any modifications to our vendor specifications will be sent via email and updated in our Operations Manual. Also, no officer owns an interest in any approved suppliers.

Some customers require specific estimating software and we may require that you purchase such software, as we deem necessary (e.g. Xactimate). We reserve the right to change the required estimating software vendors from time to time. Any modifications will be communicated in writing. No Officer owns an interest in any approved suppliers.

If you want to purchase telephone service from another supplier, you must send us a written request to approve the proposed supplier, with evidence that the supplier meets our specifications. Our criteria for supplier approval is contained in the Operations Manual. Frontier will notify you in writing of our approval or disapproval of the proposed supplier within 30 days after our receipt of the completed request and completion of the evaluation. Approval will not be unreasonably withheld.

We reserve the right to implement a centralized corporate-based phone system for use by all Franchisees; we may seek reimbursement from you for certain related fees and collect the reimbursement from you via offsets to weekly remittances paid to you by us.

All advertising and promotional material, signs and other items we designate must bear our Service Marks (see Item 13) in the form, color, location and manner we specify. Your advertising and promotional

materials must meet our standards, as they may be described in our Operating Manual. You may prepare and use your own advertising or promotional materials, but you must get our approval before you use them. You must follow our policies and procedures in your promotion of and solicitation on behalf of your franchise and your distribution of advertising.

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

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

At considerable investment of time and dollars, Frontier has developed its proprietary Claims Management System (CLM) called FACTS (Frontier Adjusters' Claims Tracking System). FACTS is a key feature in our network-wide effort to provide the highest levels of customer service and work product quality. FACTS enables our owners to monitor their franchise operation from a high level and to manage individual claim files at a detailed level. FACTS contains a built in email program as well as many other attributes including a notes function, office administration, diary function, etc.

You are currently required to use FACTS to manage your claim assignments including, but not limited to, receiving and acknowledging all new claim assignments, storing all claim file work product to include photos (digital images), reports, estimates, correspondence, official reports, and any other document tied to a specific claim file. All file level billing activities including the preparation of time sheets and invoices will be completed and delivered from FACTS.

ITEM 9

FRANCHISEE’S OBLIGATIONS

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

Obligation		Section in Agreement	Item in Disclosure document
a.	Site selection and acquisition/lease	Not Applicable	Item 7
b.	Pre-opening purchases/leases	Paragraphs 8.2, 8.6 and 10.8 of Franchise Agreement	Items 6, 7, 8 and 11
c.	Site development and other pre-opening requirements	Not Applicable	Items 8 and 11
d.	Initial and ongoing training	Paragraphs 10.8 and 10.9 of Franchise Agreement	Items 7, 8 and 11
e.	Opening	Not Applicable	Item 11
f.	Fees	Paragraphs 4.1 - 4.4 of Franchise Agreement	Items 5, 6, 7 and 10
g.	Compliance with standards and policies/Operating Manual/Background Checks	Paragraphs 9.1, 10.5 and 10.6 of Franchise Agreement	Items 5, 8 and 11
h.	Trademarks and proprietary information	Recital A and Paragraphs 9.1, 9.2 and 9.4 of Franchise Agreement	Items 13 and 14
i.	Restrictions on products/services offered	Paragraphs 1.1, 6.1, 10.1, 10.7 and 16.2 of Franchise Agreement	Items 1, 15, 16 and 17
j.	Warranty and customer service requirements	Paragraphs 10.5 and 10.6 of Franchise Agreement	Items 5, 8 and 11
k.	Territorial development and sales quotas	Paragraphs 2.1, 2.2, 2.3 and 18 of Franchise Agreement	Item 12
l.	Ongoing product/service purchases	Not Applicable	Items 8 and 11
m.	Maintenance, appearance and remodeling requirements	Not Applicable	Not Applicable
n.	Insurance	Paragraphs 10.13 and 15.1 of Franchise Agreement	Items 6, 7 and 11
o.	Advertising	Paragraphs 2.3 2.4 and 2.5 of Franchise Agreement	Items 7, 8 and 11
p.	Indemnification	Paragraphs 15.1, 15.2 and 19.3 of Franchise Agreement	Not Applicable
q.	Owner’s participation/ management/staffing	Paragraphs 10.3, 11.1, 11.2 and 16.3 of Franchise Agreement	Item 15
r.	Records/reports	Paragraphs 4.3, 12.1 and 17.1 of Franchise Agreement	Items 8 and 17
s.	Inspections/audits	Paragraphs 12.1 – 12.3 of Franchise Agreement	None
t.	Transfer	Paragraphs 13.1 – 13.4 of Franchise Agreement	Item 17
u.	Renewal	Paragraph 3.2 of Franchise Agreement	Item 17
v.	Post-termination obligations	Paragraphs 6.2, 6.3, 6.4, 15.2 and 17.1 – 17.4 of Franchise Agreement	Item 17
w.	Non-competition covenants	Paragraphs 6.1 – 6.10 of Franchise Agreement	Item 17
x.	Dispute resolution	Paragraphs 21 and 23.1 – 23.6 of Franchise Agreement	Item 17
y.	Certificate, Guarantee, and Assumption of Obligations by Owners	Exhibit B of Franchise Agreement	Item 15

ITEM 10
FINANCING

We self-finance the payment of a portion of your initial franchise fee. Of the \$15,000 initial franchise fee, the \$10,000 deferred amount is payable to us in weekly installments of \$50.00 over the initial 200 weeks of your Franchise Agreement. We will deduct this amount from our weekly remittances to you, which are described in Item 6. We do not charge you interest on the unpaid balance of the initial franchise fee.

We may offer a cash advance program to select franchisees that meet certain requirements; this program is not available to franchisees that have other outstanding debt obligations with us (other than the initial franchise fee balance). This cash advance program provides you with non-interest-bearing advances on customer billings. These advances are subject to certain limits, which can be changed from time to time.

We may also provide loans and other financial assistance to existing franchisees that are acquiring other adjusting firms. The terms of the loans may vary depending on such factors as the geographic market, volume and size of the firms acquired and the amounts financed. If we choose to provide financial assistance, you may be required to sign a promissory note and provide us a secured position in your accounts. If you do not pay when due, we may demand immediate payment of the full outstanding balance and obtain all costs of collection, including attorneys' fees. As a condition for providing financial assistance, you may be required to waive your rights for demands and notices in connection with delivery, performance and enforcement of the promissory note. We do not have a standard form or specimen of financing document because the terms vary depending on the items discussed above.

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

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS and TRAINING

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

Before you open your business, Frontier will:

1. We will loan you one copy of our Operating Manual to use during the term of your Franchise Agreement. Our Operating Manual contains our standard operational procedures, policies, rules and regulations, with which you must comply. A copy of the table of contents of our Operating Manual is attached as EXHIBIT E (Franchise Agreement Section 10.5). Additionally, we will also loan you a copy of the Operating Manual Training Video. A copy of the video's outline is also attached as EXHIBIT E.

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

3. At no cost to you, we will furnish to you an initial order of stationary and business cards. (Franchise Agreement Section 8.4)

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

5. You choose your own physical location. We do not require that we approve the area or site of your office.

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

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

1. If you reasonably request, we will furnish additional assistance and advice concerning your performance under the Franchise Agreement and the operation of your franchise. (Franchise Agreement Section 10.9)

2. We will provide a Directory of Franchisees, which will be updated periodically. The Directory, and all other advertising, is developed by an in-house advertising department. You may prepare and use your own advertising and promotional materials, but you must receive our approval before you use them. You must follow our policies and procedures in your promotion of, and solicitation on behalf of, your franchise and your distribution of advertising. There are no advertising restrictions on your use of electronic media, including the internet. However, your advertising and promotional materials must meet our standards. We provide national advertising for all of our franchisees, at no expense to you.

The advertising consists primarily of the publication and distribution of our Directory of Franchisees, listings in insurance periodicals and/or insurance related websites promoting the use by insurance companies and self-insured organization of our franchisees. No advertising council currently exists but we may at any time during the term of the Agreement, in our sole discretion, create a marketing fund and require you to contribute to such marketing fund a fee of up to 1% of the gross receipts from your billings. If such marketing fund is introduced it will be used to promote the services of the Frontier Adjusters' network of franchised offices and other uses as we, in our sole discretion, deem appropriate. If, and when, such marketing fund is created, we may, in our sole discretion, create a franchise marketing advisory council comprised of franchisees for the purpose of serving as an advisory council to us with respect to marketing operations, new service suggestions and other matters relating to the use of the marketing fund. The advisory council will be established and operated according to the rules and regulations we periodically implement (Franchise Agreement Section 2.5). We may at any time, during the term of this Agreement, in our sole discretion, implement a Technology Fee/Customer Service Center Fee. Such a fee will not exceed 1% of the gross receipts from your billings and will be used to fund technological system enhancements and support the operations of the Customer Service Center (Franchise Agreement Section 2.6).

3. We will obtain and maintain insurance coverage for you for Errors & Omissions. You must reimburse us for the premiums and other costs and expenses necessary to keep in force for your protection and ours an Errors & Omissions Insurance Policy in such amounts as we may reasonably determine. We will seek to obtain coverage on commercially reasonable terms (typically on a claims-made basis), consideration being given to the fact that each and every franchise shall be insured. (Franchise Agreement Section 15.1)

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

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

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

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

- A) Personal Computer with internet (Google Chrome) access capabilities
- B) Cellular "Smartphone" with email and internet capabilities.
- C) Fax Machine, with dedicated line or equivalent electronic fax service or approved electronic fax forwarding.
- D) Internet service and a Frontier branded e-mail address.

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

F) A high speed – DSL, Cable, Satellite or equivalent – internet connection. Internet service must be established prior to opening the franchise. We estimate the cost of a computer operating system to be \$1,200. We may require you to update or upgrade any required hardware or software. (Franchise Agreement Section 10.8) We estimate the cost of ongoing maintenance, upgrades and or updates to be \$500 or less per year.

G) A digital camera with a minimum resolution of 6 megapixels.

ITEM 12

TERRITORY; ADVERTISED LOCATION

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

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

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

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

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

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

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

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

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

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

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

Additionally, other national, regional and local customers may set their pricing and service guidelines

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

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

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


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

ITEM 13

TRADEMARKS

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

We have registered the following principal and other trademarks on the Principal Register of the U.S. Patent and Trademark Office (“PTO”):

MARK	REGISTRATION NUMBER	REGISTRATION DATE
Frontier	1,082,892 (IC 36)	January 17, 1978
 FRONTIER ADJUSTERS®	2,546,627 (IC 26)	March 12, 2002
Frontier Adjusters	3,494,429 (IC 36)	September 2, 2008

All required affidavits with respect to these registered principal trademarks have been filed.

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



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

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

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

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

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

If Frontier is not able to effectively protect itself against the use of trade names, trademarks or service marks, similar to the Service Marks, or if Frontier's Service Marks are found to infringe upon the proprietary rights of third parties, Frontier's and your businesses could be materially adversely affected.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

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

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

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

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are obligated to devote sufficient time and effort to ensure the success of the business at the advertised location, and shall not permit any other venture to materially interfere in any way with the operation of the franchise business. You must be actively involved in the day-to-day operation of the Franchise. By way of example, day-to-day involvement in the operation of the Franchise would typically include, but not be limited to, (I) either personally handling customer assignments or supervising staff who are handling customer assignments, (ii) preparing and/or reviewing reports and invoices prior to being submitted to customers, (iii) marketing and promoting the services provided by the Franchise, and (iv) working directly with customers and Franchisor's corporate office staff to ensure the effective operation of the Franchise.

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

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

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

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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

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

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Paragraph in Franchise Agreement	Summary
a. Length of the franchise term	Paragraph 3.1	Five years.
b. Renewal or extension of the term	Paragraph 3.2	If you are in good standing you may renew for an additional five years.
c. Requirements for franchisee to renew or extend	Paragraph 3.2	You must be in compliance under your existing agreement/have complied with all of the terms of the existing Agreement, give 90 days prior written notice, and sign a new agreement. To renew your advertised location for another 5 years, Franchisee must execute and deliver a new Agreement in such form as will be the form then being used for franchisees by Franchisor (which has been approved or filed with the states requiring state approval). Franchisor must also deem you to have the necessary physical and technical capabilities to perform the franchised services in the renewal term and reserves the right to confirm such capabilities as evidenced and/or demonstrated in the prior Agreement term. You must sign a contract which could include materially different terms and conditions from your original contract. You must also sign a Waiver and Release of Claims Agreement.
d. Termination by franchisee	Not Applicable	Any time by notice and arrangement for transfer of telephone and post office box and payment in full of any outstanding sums owed to Frontier.
e. Termination by franchisor without cause	Not Applicable	Frontier may terminate only for cause.
f. Termination by franchisor with cause	Paragraphs 4.3, 10.1, 16.1, 16.2, 16.3 and 18	Frontier may terminate for cause.
g. "Cause" defined—curable defaults	Paragraph 16.1	Frontier may terminate any and all franchises granted to you, if you are in breach of any of your franchise agreements, unless within 30 days you cure any breach not listed under h. below.
h. "Cause" defined—non-curable defaults	Paragraph 4.3	Noncurable defaults are: You negotiate checks for services rendered or you bill any client on an invoice not furnished or provided by Frontier.
	Paragraph 10.1	Engaging in public adjusting or practicing law.
	Paragraph 16.2	Conviction of an offense related to the franchise; bankruptcy or insolvency (this provision may not be enforceable under federal bankruptcy law); assignment for the benefit of creditors or disposition of assets; conduct that materially impairs the goodwill associated with the Service Marks; failure to strictly comply with the arbitration process as set out in the Agreement; operation of any other business or business activity from the franchise premises; failure to devote at least 80% of time to the operation of the franchise; you fail to renew a license required by state or local law; you fail to maintain telephone listing; you fail to respond to us within five business days; or you bill any client on an invoice not furnished or provided by us.
	Paragraph 16.3	You abandon the franchise.

	Paragraph 18	You fail to meet minimum gross billing requirements of \$20,000 for any three month period after the first three months.
i. Franchisee's obligations on termination/nonrenewal	Paragraph 15.1	You will be responsible for reimbursing and indemnifying us for errors and omissions claims.
	Paragraph 17.1	Books, records, operating manuals, client lists and files become property of Frontier, and you will deliver them to us; you will stop using the Service Marks.
	Paragraph 17.2	We have the right to enter your business premises to perform the Franchised Services.
	Paragraph 17.3	You grant us a power of attorney to transfer to us all telephone, facsimile, electronic mail listings, email address and all post office boxes, all of which we may access and use.
j. Transfer of contract by franchisor	Paragraphs 13.1 and 22	We may transfer. Agreement is binding on our successors and assigns.
k. "Transfer" by franchisee—defined	Paragraph 13.2	Requires Frontier's approval.
l. Franchisor approval of transfer by franchisee	Paragraph 13.2	Frontier's approval is required; cannot be unreasonably withheld.
m. Conditions for Franchisor approval of transfer	Paragraph 13.3	Conditions include new franchisee qualifies and enters into new contract, payment of all sums due Frontier, you sign a termination agreement, we approve the general terms of your purchase agreement, you and your owners reaffirm post-termination non-compete covenant, and you or new franchisee pays us \$1,000 for the transfer fee.
n. Franchisor's right of first refusal to acquire franchisee's business	Paragraph 13.4	Prior to your proposed transfer, Frontier has 30 days to accept stated terms and 60 days to consummate purchase.
o. Franchisor's option to purchase franchisee's business	Paragraph 13.4	See n. above.
p. Death or disability of franchisee	Paragraphs 14.1 and 14.2	Franchise can be operated by heirs/devisees or other owners if they meet qualifications or they may sell franchise, or part of that, subject to our right of first refusal.
q. Non-competition covenants during the term of the franchise	Paragraph 6.1	No involvement in business that could be competing with Frontier or its franchisees.
r. Non-competition covenants after the franchise is terminated or expires	Paragraph 6.2	No competing business for two years in your advertised location or within 100 miles of that location.

s. Modification of the agreement	Paragraph 22	Neither party may modify Agreement without consent of other party.
t. Integration/merger clause	Paragraph 25.5	*All agreements among the parties are in the Franchise Agreement and its exhibits. Nothing in this agreement is meant to disclaim any representations made in the Franchise Disclosure Document or its attachments or addenda. These provisions are subject to state law.
u. Dispute resolution by arbitration or mediation	Paragraphs 21 and 23.1 – 23.6	Sole remedy for resolution of disputes is binding arbitration in Cleveland, Ohio except when injunctive relief is required, then Franchisor may apply for injunctive relief in court. Unless the arbitrator determines otherwise, costs of arbitration shall be borne by each party, with the parties splitting the cost of the arbitrator; no consolidation of disputes. These provisions are subject to state law.
v. Choice of forum	Paragraphs 21, 23.1 and 23.2	Ohio. These provisions are subject to state law.
w. Choice of law	Paragraph 21	Ohio law applies, except to the extent of federal law respect to trademark and service mark matters; your state law may apply to the non-competition covenants. These provisions are subject to state law.

*Nothing in the franchise agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

The data below features three different aspects of the Frontier franchise including claim assignment amounts, billings and office quantity. These tables reflect financial and business data from July 1, 2020 to June 30, 2021 for Advertised Locations that have been operational for the full fiscal year. As of June 30, 2021, there were 611 total advertised locations that were operational for the full fiscal year owned and operated by a total of 110 Frontier franchisees. Note that the results reported below are “per franchisee” and most of our franchisees own multiple advertised locations. Results are rounded to the nearest whole number.

Claim Assignment Count

Number of Claim Assignments per Franchisee	Amount	Number of Franchisees that met or surpassed Average
Top 25%	831	37
Average	343	
Median	343	
Bottom 25%	75	

Gross Billings

Gross Billings per Franchisee	Amount	Number of Franchisees that met or surpassed Average
Top 25%	\$646,952	33
Average	\$250,702	
Median	\$154,982	
Bottom 25%	\$46,495	

Locations

Number of Locations per Franchisee	Amount	Number of Franchisees that met or surpassed Average
Top 25%	13	36
Average	5	
Median	3	
Bottom 25%	1	

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

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

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

Other than the preceding financial performance representation, Frontier Adjusters does not make any financial performance representations. We also do not authorize our employees or representatives to make, any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our Legal and Compliance Department which maintains offices located at 26 Century Blvd., Ste. N350, Nashville, Tennessee 37214, (800) 426-7228, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1
System wide Outlet Summary
For years 2019 to 2021 Ending June 30, 2021**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2019	636	619	-17
	2020	619	614	-5
	2021	614	611	-3
Company-Owned	2019	2	2	0
	2020	2	0	-2
	2021	0	0	0
Total	2019	638	621	-17
	2020	621	614	-7
	2021	614	611	-3

The table above has been changed for years 2019, 2020, 2021 to correct a prior tracking error that caused our previous disclosures to be incorrect by a count of 2.

**Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For years 2019 to 2021 Ending June 30, 2021**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Arkansas	2019	0
	2020	0
	2021	1
Arizona	2019	0
	2020	0
	2021	6
California	2019	7
	2020	0
	2021	0
Colorado	2019	1
	2020	0
	2021	6
Florida	2019	3
	2020	1
	2021	0
Georgia	2019	0
	2020	0

	2021	1
Illinois	2019	0
	2020	16
	2021	15
Indiana	2019	0
	2020	1
	2021	2
Iowa	2019	0
	2020	0
	2021	5
Kansas	2019	0
	2020	1
	2021	0
Kentucky	2019	1
	2020	2
	2021	5
Louisiana	2019	0
	2020	0
	2021	0
Maine	2019	0
	2020	3
	2021	3
Massachusetts	2019	0
	2020	5
	2021	0
Minnesota	2019	4
	2020	0
	2021	0
New Hampshire	2019	0
	2020	1
	2021	0
New Jersey	2019	0
	2020	2
	2021	0
New Mexico	2019	1
	2020	0
	2021	0
New York	2019	0
	2020	0
	2021	0
North Carolina	2019	4
	2020	0
	2021	0
Ohio	2019	3
	2020	2
	2021	2
Oklahoma	2019	7

	2020	3
	2021	0
Pennsylvania	2019	1
	2020	4
	2021	0
Rhode Island	2019	0
	2020	1
	2021	0
South Dakota	2019	2
	2020	0
	2021	0
Tennessee	2019	0
	2020	1
	2021	0
Texas	2019	0
	2020	0
	2021	5
Utah	2019	0
	2020	0
	2021	0
Wisconsin	2019	0
	2020	10
	2021	7
West Virginia	2019	0
	2020	5
	2021	5
Wyoming	2019	0
	2020	0
	2021	2
Total	2019	34
	2020	58
	2021	65

Table No. 3
Status of Franchised Outlets
For years 2019 to 2021 Ending June 30, 2021

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations- Other Reasons	Col. 9 Outlets at End of Year
Alabama	2019	8	5	4	0	0	0	9
	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
Alaska	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Arizona	2019	15	0	0	0	0	0	15
	2020	15	0	0	0	0	0	15
	2021	15	0	1	0	0	0	14
Arkansas	2019	11	0	0	0	0	0	11
	2020	11	10	10	0	0	0	11
	2021	11	0	0	0	0	0	11
California	2019	43	0	5	0	0	0	38
	2020	38	3	0	0	0	0	41
	2021	41	0	0	0	0	0	41
Colorado	2019	26	0	0	0	0	0	26
	2020	26	0	2	0	0	0	24
	2021	24	0	0	0	0	0	24
Connecticut	2019	7	0	0	0	0	0	7
	2020	7	0	0	1	0	0	6
	2021	6	0	0	0	0	0	6
Delaware	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
DC	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Florida	2019	32	0	0	0	0	0	32
	2020	32	0	0	0	0	0	32
	2021	32	0	0	0	0	0	32
Georgia	2019	24	3	4	0	0	0	23
	2020	23	1	1	0	0	0	23
	2021	23	1	1	0	0	0	23
Hawaii	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Idaho	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	1	1	0	0	0	6
Illinois	2019	31	0	3	0	0	0	28

	2020	28	0	0	0	0	0	28
	2021	28	0	1	0	0	0	27
Indiana	2019	12	0	0	0	0	0	12
	2020	12	1	0	0	0	0	13
Iowa	2021	13	0	0	0	0	0	13
	2019	12	0	0	0	0	0	12
Kansas	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
Kentucky	2019	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
Louisiana	2021	7	0	0	0	0	0	7
	2019	11	0	0	0	0	0	11
Maine	2020	11	0	0	0	0	0	11
	2021	11	0	0	0	0	0	11
Maryland	2019	9	0	1	0	0	0	8
	2020	8	1	1	0	0	0	8
Massachusetts	2021	8	0	0	0	0	0	8
	2019	6	0	0	0	0	0	6
Michigan	2020	6	0	2	0	0	0	4
	2021	4	0	0	0	0	0	4
Minnesota	2019	13	0	2	0	0	0	11
	2020	11	0	0	0	0	0	11
Mississippi	2021	11	0	0	0	0	0	11
	2019	17	3	3	0	0	0	17
Missouri	2020	17	0	1	0	0	0	16
	2021	16	0	0	0	0	0	16
Montana	2019	8	0	2	0	0	0	6
	2020	8	0	0	0	0	0	8
Nebraska	2021	8	0	0	0	0	0	8
	2019	9	0	0	0	0	0	9
Nevada	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
New Hampshire	2019	12	0	0	0	0	0	12
	2020	12	4	4	0	0	0	12
New Jersey	2021	12	0	0	0	0	0	12
	2019	12	0	0	0	0	0	12
New Mexico	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
New York	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	0	5
North Carolina	2021	5	1	1	0	0	0	5
	2019	3	0	0	0	0	0	3
North Dakota	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Ohio	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
Oregon	2021	6	0	0	0	0	0	6
	2019	5	0	0	0	0	0	5
Pennsylvania	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5

	2021	5	0	0	0	0	0	5
New Jersey	2019	18	0	0	0	0	0	18
	2020	18	0	0	0	0	0	18
	2021	18	0	0	0	0	0	18
New Mexico	2019	12	0	0	0	0	0	12
	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
New York	2019	21	0	0	0	0	0	21
	2020	21	0	0	0	0	0	21
	2021	21	0	0	0	0	0	21
North Carolina	2019	17	0	0	0	0	0	17
	2020	17	0	0	0	0	0	17
	2021	17	0	0	0	0	0	17
North Dakota	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
Ohio	2019	15	0	0	0	0	0	15
	2020	15	2	0	0	0	0	17
	2021	17	1	0	0	0	0	18
Oklahoma	2019	14	0	2	0	0	0	12
	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
Oregon	2019	9	0	0	0	0	0	9
	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
Pennsylvania	2019	24	0	1	0	0	0	23
	2020	23	0	0	0	0	0	23
	2021	23	0	0	0	0	0	23
Rhode Island	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
South Carolina	2019	14	1	2	0	0	0	13
	2020	13	1	1	0	0	0	13
	2021	13	0	0	0	0	0	13
South Dakota	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Tennessee	2019	9	1	2	0	0	0	8
	2020	8	1	1	0	0	0	8
	2021	8	0	0	0	0	0	8
Texas	2019	45	0	0	0	0	0	45
	2020	45	0	0	0	0	0	45
	2021	45	0	0	0	0	0	45
Utah	2019	10	0	0	0	0	0	10
	2020	10	0	0	0	0	0	10
	2021	10	0	0	0	0	0	10
Vermont	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4

Virginia	2019	14	0	0	0	0	0	14
	2020	14	0	0	0	0	0	14
	2021	14	0	0	0	0	0	14
Washington	2019	16	0	0	0	0	0	16
	2020	16	0	0	0	0	0	16
	2021	16	1	1	0	0	0	16
West Virginia	2019	6	0	1	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
Wisconsin	2019	15	0	0	0	0	0	15
	2020	15	0	3	0	0	0	12
	2021	12	0	1	0	0	0	11
Wyoming	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
U.S. Total	2019	636	13	28	0	0	0	621
	2020	621	24	30	0	0	0	614
	2021	614	6	8	2	0	0	610
Canada	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Bahamas, Nassau	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Total	2019	636	13	28	0	0	0	621
	2020	621	24	30	1	0	0	614
	2021	614	6	9	0	0	0	611

The table above has been changed for years 2019, 2020, 2021 to correct a prior tracking error that caused our previous disclosures to be incorrect by a count of 2.

Table No. 4
Status of Company-Owned Outlets
For years 2019 to 2021 Ending June 30, 2021

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisees	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisees	Col. 8 Outlets at End of Year
Ohio	2019	2	0	0	0	0	2
	2020	2	0	0	0	2	0
	2021	0	0	0	0	0	0
Total	2019	2	0	0	0	0	2
	2020	2	0	0	0	2	0
	2021	0	0	0	0	0	0

Table No. 5
Projected Openings as of June 30, 2021

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet in the Next Fiscal Year	Column 4 Projected New Company – Owned Outlets in the Current Fiscal Year
Michigan	0	1	0
Ohio	0	1	0
Tennessee	0	1	0
Texas	0	1	0
Total	0	4	0

Exhibit F lists all the names of the current franchisees and the addresses and telephone numbers of their outlets as of June 30, 2021.

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

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

ITEM 21

FINANCIAL STATEMENTS

Attached hereto as EXHIBIT D are the audited Consolidated Financial Statements of Frontier Adjusters, Inc., and subsidiary for the years ending June 30, 2021, 2020, and 2019.

ITEM 22

CONTRACTS

Attached to this document as Exhibits C, H, J, and K are copies of the current form of our Franchise Agreement, together with all exhibits attached, our Termination Agreement, and Waiver and Release of Claims Agreement respectively, which are the only agreements, proposed to be offered by the Franchisor.

ITEM 23

RECEIPT

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

EXHIBIT A

FRANCHISE REGISTRATION/DISCLOSURE & BUSINESS OPPORTUNITY STATES DIRECTORY OF STATE AGENCIES

Listed here are names, addresses, and telephone numbers of state and federal agency personnel having responsibility for franchising disclosure/registration laws and selected business opportunity laws. Entries for Alberta and the Federal Trade Commission appear at the end of the list.

REGISTRATION STATES:

California

Department of Business Oversight:

Los Angeles

320 West 4th Street
Suite 750
Los Angeles, California 90013
(213) 576-7500
(866) 275-2677

Sacramento

1515 K Street
Suite 200
Sacramento, California 95814
(916) 445-7205
(866) 275-2677

San Diego

1350 Front Street
Room 2034
San Diego, California 92101
(619) 525-4233
(866) 275-2677

San Francisco

One Sansome Street
Suite 600
San Francisco, California 94104
(415) 972-8559
(866) 275-2677

Hawaii

Commissioner of Securities of the
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Maryland

Office of the Attorney General
Securities Division
200 St. Paul Place

Illinois

Robert A. Tingler, Chief
Franchise Bureau
Office of Attorney General
Room 12-178
100 W. Randolph Street
Chicago, Illinois 60601
(312) 814-3892

Registration & Materials Inquiries:
500 S. Second Street
Springfield, Illinois 62706
(217) 782-4465

Attorney General
Jim Ryan

Indiana

Patrick Sanders
Chief Deputy Commissioner
Franchise Section
Indiana Securities Division
Secretary of State
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

Securities Commissioner
Bradley W. Skolnik

Iowa

(Business Opportunity Promotions Law)

Dennis Britson
Director of Regulated Industries Unit
Iowa Securities Bureau
340 East Maple
Des Moines, Iowa 50319-0066
(515) 281-4441
FAX: (515) 281-6467

North Dakota

Diane Lillis
Franchise Examiner
North Dakota Securities Department
Fifth Floor

Baltimore, Maryland 21202
(410) 576-6360

Michigan

Marilyn McEwen
Franchise Administrator
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

Minnesota

Franchise Examiner
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1600

Commissioner of Commerce
James C. Bernstein

New York

Joseph J. Punturo
Assistant Attorney General
Bureau of Investor Protection and Securities
New York State Department of Law
23rd Floor
120 Broadway
New York, New York 10271
(212) 416-8211
FAX: (212) 416-8816

Assistant Attorney General in Charge
David Brown

Attorney General
Andrew M. Cuomo

Wisconsin

James R. Fischer
Franchise Administrator
Division of Securities
Department of Financial Institutions
P.O. Box 1768
Madison, Wisconsin 53701
(608) 266-8559

Administrator, Division of Securities
Patricia Struck

DISCLOSURE ONLY:

Oregon

Dick Nockledy
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building

600 East Boulevard
Bismarck, North Dakota 58505
(701) 328-4712

Securities Commissioner
Karen J. Tyler

Rhode Island

Director
Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex- Building 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Virginia

Timothy O'Brien
Chief Examiner
State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

*Director, Division of Securities and Retail
Franchising*
Ronald W. Thomas

Washington

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
(360) 902-8760

Connecticut (cont.)

Chief Administrative Attorney
Gayles S. Fierer

*Director, Securities and Business Investment
Division*
Ralph A. Lambiase

Banking Commissioner
John P. Burke

Florida

(Sale of Business Opportunities Act)

Salem, Oregon 97310
(503) 378-4140

**BUSINESS OPPORTUNITY STATES
(FRANCHISORS FILE FOR EXEMPTION):**

Connecticut

(Requires registration if the franchisor doesn't have
a federal trademark registration)**

(Business Opportunity Investment Act)

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Securities and Business Investment Division
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Utah

(Business Opportunity Disclosure Act)

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FAX: (801) 530-6001

Bob James
Senior Consumer Complaint Analyst
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Division of Consumer Services
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Tallahassee, Florida 32301
(850) 922-2770
FAX: (850) 921-8201

Nebraska

(Seller-Assisted Marketing Plan Law)

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(402) 471-3445

Texas

(Business Opportunity Act)

Dorothy Wilson
Statutory Document Section
Secretary of State
P.O. Box 12887
Austin, Texas 78711
(512) 475-1769

Alberta

R.J. (Rudy) Palovcik
Director, Industry Standards
Department of Municipal Affairs
Housing and Consumer Affairs Division
16th Floor, Commerce Plaza
10155 – 102 Street
Edmonton, Alberta, Canada T5J 4L4
(403) 422-1588
FAX: (403) 427-3033

Federal Trade Commission

Division of Marketing Practices
Bureau of Consumer Protection
Pennsylvania Avenue at 6th Street, NW
Washington, D.C. 20580
(202) 326-3128

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

<p><u>CANADA-ALBERTA</u> Director of Industrial Standards Department of Municipal Affairs Housing and Consumer Affairs, 16th Floor, Commerce Place 101 55-102nd Edmonton, Alberta Canada T5J4L4</p>	<p><u>MICHIGAN</u> Department of the Attorney General's Office Consumer Protection Division Attn: Franchise 670 Law Building Lansing, Michigan 489213</p>
<p><u>CALIFORNIA</u> Department of Business Oversight 1515 K Street, Suite 200 Sacramento, CA 95814</p>	<p><u>MINNESOTA</u> Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198</p>
<p><u>HAWAII</u> Commissioner of Securities of the Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p><u>NEBRASKA</u> Nebraska Department of Banking and Finance 1200 N Street P.O. Box 95006 Lincoln, Nebraska 68509-5006</p>
<p><u>ILLINOIS</u> Illinois Attorney General's Office 500 South Second Street Springfield, Illinois 62706</p>	<p><u>NORTH DAKOTA</u> North Dakota Securities Department 600 East Boulevard Avenue, 5th Floor Bismarck, North Dakota 58505-0510</p>
<p><u>INDIANA</u> Secretary of State 201 State House Indianapolis, Indiana 46204</p>	<p><u>SOUTH DAKOTA</u> Division of Insurance – Securities Regulation 124 S. Euclid. Ste 104 Pierre, South Dakota 57501 (605) 773-3563</p>
<p><u>NEW YORK</u> Secretary of State of the State of New York 41 State Street Albany, New York 12231</p>	<p><u>TEXAS</u> Secretary of State P.O. Box 12887 Austin, Texas 78711</p>
<p><u>OREGON</u> Director Department of Consumer and Business Services Corporate Securities Section Labor and Industries Building Salem, Oregon 97310</p>	<p><u>VIRGINIA</u> Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219</p>
<p><u>RHODE ISLAND</u> Director Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex- Building 69-1 Cranston, Rhode Island 02920</p>	<p><u>WASHINGTON</u> Securities Division Washington Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501</p>
<p><u>MARYLAND</u> Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020</p>	<p><u>WISCONSIN</u> Commissioner of Securities Franchise Investment Division Fourth Floor 101 East Wilson Street Madison, Wisconsin 53703</p>

EXHIBIT C

FRANCHISE AGREEMENT WITH SCHEDULES ATTACHED



FRANCHISE AGREEMENT

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Contract Number: _____

FRANCHISE AGREEMENT

DATE: _____

SCHEDULED
TERMINATION
DATE: _____

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

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

ADVERTISED
LOCATION: City, State _____

ZIP CODE
ASSOCIATED WITH
ADVERTISED
LOCATION: _____

RECITALS

The Parties acknowledge, represent and warrant that:

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

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

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

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

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

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

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

AGREEMENT

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

1. LICENSE GRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ADVERTISED LOCATION.

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

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

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

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

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

2.5 Advertising; Directory. Franchisor will provide advertising in such form and manner as it selects, using the media of its choice, to promote the names and advertised locations of its various franchisees conducting business under the Marks. In all such advertising, Franchisee will be the only entity advertised as providing the Franchised Services in this Agreement at the specific Advertised Location. The Franchisor will periodically publish a directory of all of its franchisees, which directory will include Franchisee in connection with the Advertised Location unless Franchisee is in default hereunder on the date the directory is sent for publication. It is the Franchisee's responsibility to ensure the accuracy of all contact information to be published in the directory for the Advertised Location as well as the accuracy of all other office/contact information included elsewhere in Franchisee's operation, including but not limited to, the Franchisor's claims management system known as FACTS. No advertising council currently exists.

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

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

3. TERM; RENEWAL.

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

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

4. PAYMENTS TO FRANCHISOR.

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

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

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

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

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

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

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

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

5. OWNERSHIP REPORTS AND OWNERSHIP CERTIFICATE AND GUARANTEE

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

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

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

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

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

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

6. RESTRICTIVE COVENANTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF FRANCHISEE

Franchisee and each of its Owners state as follows:

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

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

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

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

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

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

8. TELEPHONE; OFFICE; FORMS; STATIONERY

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

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

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

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

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

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

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

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

9. MARKS.

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

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

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

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

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

10. PERFORMANCE REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. INDEPENDENT CONTRACTOR.

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

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

Additionally, Franchisee acknowledges that:

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

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

12. EXAMINATION AND AUDIT.

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

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

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

13. TRANSFER OR OTHER DISPOSITION OF FRANCHISE.

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

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

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

- (a) All obligations of Franchisee and its Owners(s) incurred in connection with this Agreement have been discharged or assumed by the transferee (s); and
- (b) The transferee (s) shall have completed any training program required of new franchisees;
- (c) All sums due by Franchisee to Franchisor or to its other franchisees, and all of Franchisee's accounts payable, must be paid; and
- (d) The transferee (s) and its or their owner(s) shall have executed and agreed to be bound by the form of franchise agreement and such other ancillary agreements as are then customarily used by the Franchisor in the grant and transfer of franchises; and
- (e) Franchisee or the transferee(s) shall have paid a transfer fee to the Franchisor equal to One Thousand Dollars (\$1,000) to defray expenses incurred by the Franchisor in connection with the transfer, including without limitation, legal and accounting fees, credit and other investigation charges and evaluation of transferee(s) and the terms of the transfer; and
- (f) The transferee shall have provided to Franchisor, in writing, adequate assurance of future performance reasonably satisfactory to Franchisor; and
- (g) Franchisee and its Owner(s) shall have executed a termination agreement, in a form satisfactory to the Franchisor; and
- (h) Franchisor shall have approved the material terms and conditions of such transfer, including, without limitation, that the price and terms of payment are not so burdensome as to adversely affect the future operations of the Franchise by such transferee (s) in compliance with the Franchisor's then standard franchise agreement and ancillary agreements; and
- (i) Franchisee and its Owner(s) shall reaffirm a covenant not to compete in favor of the Franchisor and the transferee (s), all as contained within Section 6 of this Agreement; and
- (j) Franchisor has not exercised its right of first refusal under Section 13.4 of this Agreement.

13.4 Franchisor's Right of First Refusal. If Franchisee or any of its Owner(s) shall at any time determine to sell or transfer an interest in the Franchise or in Franchisee, Franchisee or its Owner(s) shall obtain a bona fide, executed written offer from a reasonable and fully disclosed purchaser and shall submit an exact copy of such offer including all material terms included in such offer (i.e. the purchase agreement and any additional related agreements) to Franchisor. Franchisor shall have the right, exercisable by written notice delivered to Franchisee or its Owner(s) within thirty (30) days from the date of delivery of an exact copy of such offer to Franchisor, to purchase such interest in the Franchise or such ownership interest in Franchisee for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute cash for any non-cash form of payment (in such amount as is reasonably

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

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

14. DEATH OR INCAPACITY OF FRANCHISEE.

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

15. REIMBURSEMENT AND INDEMNIFICATION FOR ERRORS & OMISSIONS.

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

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

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

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

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

- A. Voluntary abandonment of the Franchise or Franchisee's business by Franchisee, as described in Section 16.3;
- B. The conviction of Franchisee or an officer, director, shareholder, member or partner of Franchisee of an offense directly related to the Franchise;
- C. Bankruptcy or insolvency of Franchisee or of any owner of more than 50% of its stock, membership interests, partnership interests or other equity interests;
- D. Assignment for the benefit of creditors or similar disposition of the assets of the Franchise;
- E. Any act by or conduct of Franchisee or an officer, director, shareholder, member or partner of Franchisee that materially impairs the goodwill associated with the Marks;
- F. Failure to strictly comply with the arbitration process as described in Section 22 of this Agreement;
- G. Without the prior written consent of Franchisor, operation by Franchisee of any other business or business activity in or from the Franchise premises;
- H. Failure of Franchisee, or an officer, director, shareholder, member or partner of Franchisee to keep in good standing all required regulatory licenses;
- I. Failure of Franchisee to keep and maintain a telephone listing and service in good standing or the failure to pay the telephone bills resulting in a termination and discontinuance of telephone service.
- J. Failure to respond to Franchisor's written, telephonic or electronic communication sent to Franchisee within 5 business days after trying to communicate; and
- K. Franchisee bills any insurance company or other client for services performed on any billing invoice or form not furnished and provided by Franchisor, or on which invoice or

billing the insurance company or client is not instructed to make payment for the said bill to Franchisor.

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

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

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

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

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

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

17.3 Power of Attorney. At the time this Agreement or the Franchise granted hereunder is terminated or expires, pursuant to the document set forth as Exhibit B, which shall have been signed

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

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

18. MINIMUM PERFORMANCE.

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

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

19.1 Consent of Franchisor Prior to Suit. Franchisee acknowledges in the course of Franchisee’s operations pursuant to the terms of this Agreement, complaints and disputes may arise between Franchisee and a client using Franchisee’s services. Franchisee covenants and agrees to confer with Franchisor and receive Franchisor’s written approval before instituting or threatening to institute any legal action against any client of Franchisee or any of Franchisor’s clients against whom Franchisee is contemplating suit.

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

19.3 Limitation of Claims. Except for claims arising from Franchisee's non-payment or underpayment of amounts Franchisee owes Franchisor, any and all claims arising out of or relating to this Agreement or Franchisor's relationship with Franchisee will be barred unless a judicial or arbitration proceeding is commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims.

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

20. NOTICE.

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

21. GOVERNING LAW/CONSENT TO JURISDICTION.

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

22. BINDING EFFECT.

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

23. ARBITRATION.

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

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

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

23.4 Arbitral Awards. Except as limited by this Agreement, the arbitrator shall have the right to award or include in the arbitration award any relief deemed proper in the circumstances including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorney fees and costs provided that the arbitrator shall not have the authority to award exemplary or punitive damages. However, Franchisor and Franchisee mutually agree that money damages shall be limited to the greater of either (a) the sum of the Royalty Fees paid under this Agreement by Franchisee to Franchisor prior to the date that either party invokes the binding arbitration provisions of this Agreement, or (b) One Hundred Thousand Dollars (\$100,000.00). To the extent not determined by the arbitrator, each party shall bear its own costs with respect to the arbitration proceedings, and shall split the cost of the arbitrator.

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

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

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

24. ENFORCEMENT.

24.1 Severability and Substitution of Valid Provisions.

(i) Each section, subsection, term and provision of this Agreement, shall be considered severable. If any portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, arbitrator, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible, which other provisions shall continue to be given full force and effect and bind the parties hereto, although any portion held to be invalid shall be deemed not to be a part of this Agreement.

(ii) If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required hereunder, or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction any provision of this Agreement or any specification, standard or operating procedure prescribed by Franchisor is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and Franchisor shall have the right, in its sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof, or any specification, standard or operating procedure prescribed by Franchisor, any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order. Such modifications to this Agreement

shall be effective only in such jurisdiction, unless Franchisor elects to give them greater applicability, and shall be enforced as if originally made and entered into in all other jurisdictions.

24.2 Waiver of Obligations.

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

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

24.3 Force Majeure. Neither Franchisor nor Franchisee shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) transportation shortages, inadequate supply of labor, material or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate requests, recommendations or instructions of any federal, state or municipal government or any department or agency; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or omissions of the other party; (3) fires, strikes, embargoes, war, or riot; or (4) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

25. CONSTRUCTION.

25.1 No Third-Party Beneficiaries. Except as expressly set forth herein, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

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

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

25.4 Counting of Days. In computing the numbers of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and federal holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or federal holiday, then the final day shall be deemed to be the next day that is not a Saturday, Sunday or federal holiday.

25.5 Integration. This Agreement, together with the schedules and exhibits hereto, and the mandatory provisions of the Manual (which may be periodically modified), constitutes the entire agreement between the parties with respect to the Franchise. This Agreement terminates and supersedes any prior agreements between the parties concerning the Franchise and the subject matter hereof. However, nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document. Attached as Exhibit D is an Addenda to this Agreement setting forth certain provisions required by the laws of various states. To the extent of any inconsistencies between this Agreement and the Addenda, the terms of the Addenda will govern.

26. RIGHTS OF PARTIES ARE CUMULATIVE.

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

27. ATTORNEY FEES AND EXPENSES

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

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

FRANCHISOR:

FRONTIER ADJUSTERS, INC.
a Colorado Corporation

By _____
Jose Bridges
Its: Director of Operations

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

FRANCHISEE:

By _____
Name/Title _____
An Employee of _____

Business Address: _____

Attn: _____

Facsimile No: _____

ACCEPTANCE OF OWNERS

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

Individual operating the Franchise:

Date: _____

Spouse of Individual operating the Franchise:

Date: _____

Any other individuals and their spouses who sign the guarantee:

Date: _____

Date: _____

Date: _____

Date: _____

EXHIBIT A TO THE FRANCHISE AGREEMENT

**CERTIFICATE, GUARANTEE AND
ASSUMPTION OF OBLIGATIONS BY OWNERS**

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

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

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

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

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

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

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

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

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

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

GUARANTOR(S)
(INCLUDING ALL SPOUSES)

PERCENTAGE OF OWNERSHIP
IN FRANCHISEE

_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

EXHIBIT B TO THE FRANCHISE AGREEMENT

**COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS,
TELEPHONE LISTINGS AND INTERNET ADDRESSES**

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

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

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

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

ASSIGNEE:

Frontier Adjusters, Inc.

By: _____

Jose Bridges

Its: Director of Operations

ASSIGNOR:

FRANCHISEE

By: _____

Its: _____

State of _____

County of _____

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

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

My commission expires

Notary Public

EXHIBIT C TO THE FRANCHISE AGREEMENT

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

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

- A) Personal Computer with internet connectivity.
- B) Cellular “Smartphone” or mobile device with email and internet capabilities.
- C) Internet service and a Frontier branded e-mail address.
- D) Answering machine, voice mail, or an answering service.
- E) High speed internet access with a minimum of 30MB download and 5MB upload speeds, or if such speeds are not available in your area, the highest speeds available.
- F) Digital camera with a minimum of 6 pixels.
- G) Digital recorder for securing recorded statements.
- H) Multi-page document scanner.
- I) Paper shredder for shredding documents that may contain sensitive information.
- J) Up-to-date version of Google Chrome
- K) MS Office 2010 or higher
- L) Adobe Acrobat Standard or higher
- M) Endpoint security software which includes but is not limited to up-to-date antivirus software, firewall protection.
- N) Auto estimating software.
- O) Property estimating software (preferably Xactimate)

Accepted and Agreed:

Franchisee

By: _____

Its: _____

EXHIBIT D TO THE FRANCHISE AGREEMENT

STATE ADDENDA ADDENDUM TO THE FRONTIER ADJUSTERS, INC. FRANCHISE AGREEMENT

The following are additional disclosures required by various state franchise laws. Each provision of these additional requirements 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

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. Item 3 of the Disclosure Document is amended to provide that none of the persons identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

3. Item 17 of the Disclosure Document is amended to state: California Business and Professions Code Sections 20000-20043 provides rights to the franchisee concerning termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that this is inconsistent with the California Business and Professions Code, this law will control.

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

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

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

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

HAWAII

1. Item 5, Item 7 and Section 4.1 of the Franchise Agreement are modified to state the franchisee's \$3,000 initial franchise fee down payment is deferred until after the business opens. Additionally, the \$5,000 initial franchise fee balance is paid in weekly installments of \$32.05 over 156 weeks of the Franchise Agreement after the business opens.

2. The Franchise Agreement provides that the franchisor may choose not to renew the

Franchise Agreement for any reason. This provision is prohibited by Hawaii law.

3. No states have refused to register these franchises.
4. No states have revoked or suspended the right to offer these franchises.
5. There are no states in which the proposed registration has been refused, revoked, suspended or withdrawn.

ILLINOIS

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

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

3. The following should be added to Provision I of Item 17 of the Disclosure Document: Illinois law may affect your rights upon non-renewal, 815 ILCS 705/19 and 705/20.

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

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

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

INDIANA

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

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

MARYLAND

1. As a condition to the transfer of the franchise, the Franchise Agreement and Item 17 of the franchisor's Franchise Disclosure document require the franchisee to sign a termination agreement. The Franchise Agreement and the Franchise Disclosure document are both amended to the extent necessary so that this termination agreement will not apply to any claims that arise under the Maryland Franchise Registration and Disclosure Law.

2. The Franchise Agreement and Item 17 of the franchisor's Franchise Disclosure document require a franchisee to sue in a state other than Maryland. The Franchise Agreement and the Franchise Disclosure document are both amended to the extent necessary so that a franchisee may still file a civil lawsuit in Maryland alleging a violation of the Maryland Franchise Law.

3. To the extent that Section 7 of the Franchise Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law, the Franchise Agreement is amended to state such representations are not intended to, nor shall they act as a release, estoppel, or waiver of, any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

MINNESOTA

1. Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

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

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

NEW YORK

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

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE

ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S.

Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled

“Termination by franchisee”: You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

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

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

NORTH DAKOTA

1. In any arbitration involving a franchise purchased in North Dakota, the arbitration site shall be in a place mutually agreed upon at the time of arbitration.

2. Covenants not to compete are generally considered unenforceable in the State of North Dakota.
3. Items 17(c), 17(i), 17(v), and (w) of the Disclosure document are deleted at the request of the Securities Commissioner of the State of North Dakota.
4. Section 22.4 is amended to delete the waiver of exemplary and punitive damages.
5. Section 20 of the Franchise Agreement is amended to substitute the stated statute of limitations for the applicable statute of limitations under North Dakota law.
6. Exhibit A to the Franchise Agreement is modified to read that if the Franchisor is the prevailing party in any enforcement action, Franchisor is entitled to recover all costs and expenses, including attorney's fees.
7. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.), this Agreement and the Franchise shall be governed by, and construed in accordance with, the laws of the State of North Dakota, provided, however, that the restrictive covenants contained in Section 6 may be governed by, and construed in accordance with, the laws where such restrictions apply.

RHODE ISLAND

1. Section 19-281.1-14 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."

SOUTH DAKOTA

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

VIRGINIA

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

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

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

WASHINGTON

1. If any of the provisions in the Disclosure document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington

Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Disclosure document and Franchise Agreement with regard to any franchise sold in Washington.

2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

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

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

WISCONSIN

1. The Wisconsin Fair Dealership Law Ch.135, Sections 135.01 – 135.07 may affect the termination provisions of the Franchise Agreement.

ACKNOWLEDGMENT:

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

DATED this _____ day of _____, 20__.

FRANCHISOR:

Frontier Adjusters, Inc.

By: _____
Jose Bridges, Director of Operations

FRANCHISEE:

Franchisee Entity

By: _____
NAME
Title: _____

EXHIBIT E TO THE FRANCHISE AGREEMENT

Frontier Adjusters, Inc. Compliance Certification Form

The Disclosure Document was provided to me by:

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

Franchisee's Initials _____

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

Franchisee's Initials _____

Representations:

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

Addendum signed by me and the CEO or COO of Franchisor except as follows:

Franchisee's Initials _____

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

Franchisee's Initials _____

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

Franchisee's Initials _____

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

me and the CEO or COO of Franchisor, except as follows:

Franchisee's Initials _____

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

Franchisee's Initials _____

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

Franchisee's Initials _____

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

Franchisee's Initials _____

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

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

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

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

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

Franchisee:

Date:

EXHIBIT D

FINANCIAL STATEMENTS

See attached.

Frontier Adjusters, Inc. and Subsidiary

**Consolidated Financial Statements
For the years ended June 30, 2021, 2020, and 2019**

Frontier Adjusters, Inc. and Subsidiary
Consolidated Financial Statements
For the years ended June 30, 2021, 2020, and 2019

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Independent Auditor's Report

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

We have audited the accompanying consolidated financial statements of Frontier Adjusters, Inc. and Subsidiary, which comprise the consolidated balance sheets as of June 30, 2021 and 2020, and the related consolidated statements of income and comprehensive income, equity, and cash flows for the years ended June 30, 2021, 2020, and 2019, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Frontier Adjusters, Inc. and Subsidiary as of June 30, 2021 and 2020, and the results of their operations and their cash flows for the years ended June 30, 2021, 2020, and 2019 in accordance with accounting principles generally accepted in the United States of America.

Cimini & Paruch, Inc.

Cleveland, Ohio
December 9, 2021

Frontier Adjusters, Inc. and Subsidiary

Consolidated Balance Sheets

June 30, 2021 and 2020

	<u>Assets</u>	
	<u>2021</u>	<u>2020</u>
Current assets:		
Cash and cash equivalents	\$ 1,015,548	\$ 1,916,015
Receivables, net	488,846	377,967
Current portion of advances to licensees and franchisees	28,104	36,000
Current portion of promissory notes	47,271	30,626
Income taxes receivable	8,230	-
Other	47,296	103,760
Total current assets	<u>1,635,295</u>	<u>2,464,368</u>
Property and equipment, net	115,669	109,987
Other assets:		
Advances to licensees and franchisees, net current portion	26,804	14,918
Promissory notes, net of current portion	21,030	27,143
Related party receivables	2,087,237	1,067,942
Software, net	335,514	142,119
Deferred taxes	3,666,737	3,989,789
Total other assets	<u>6,137,322</u>	<u>5,241,911</u>
Total assets	<u>\$ 7,888,286</u>	<u>\$ 7,816,266</u>
	<u>Liabilities and Equity</u>	
	<u>2021</u>	<u>2020</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 583,991	\$ 581,603
Licensees' and franchisees' remittances payable	250,151	500,237
Income taxes payable	-	78,219
Other	159,403	177,579
Total current liabilities	<u>993,545</u>	<u>1,337,638</u>
Other liabilities		
Deferred revenue	312,226	300,461
Related party payables	570,035	144,633
Total other liabilities	<u>882,261</u>	<u>445,094</u>
Equity:		
Common stock \$.001 par, 10,000 shares authorized, 1,000 shares issued and outstanding	1	1
Additional paid in capital	4,068,551	4,068,551
Retained earnings	1,903,591	1,948,406
Accumulated other comprehensive income	40,337	16,576
Total equity	<u>6,012,480</u>	<u>6,033,534</u>
Total liabilities and equity	<u>\$ 7,888,286</u>	<u>\$ 7,816,266</u>

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

Frontier Adjusters, Inc. and Subsidiary

Consolidated Statements of Income and Comprehensive Income

For the years ended June 30, 2021, 2020, and 2019

	2021	2020	2019
Revenue			
Continuing licensee and franchisee fees	\$ 4,205,929	\$ 4,586,699	\$ 5,117,978
Sale of franchises	56,831	62,238	59,352
Other	7,878	10,290	-
	4,270,638	4,659,227	5,177,330
Cost and expenses			
Office	259,684	222,735	483,995
Advertising and promotion	30,994	41,917	170,663
Depreciation and amortization	123,572	38,696	63,465
Change in allowance for doubtful accounts	(73,409)	7,100	47,414
Compensation and employee benefits	1,613,226	1,614,154	1,564,809
General and other	508,656	498,721	443,071
	2,462,723	2,423,323	2,773,417
Income from operations	1,807,915	2,235,904	2,403,913
Other income (expenses)			
Interest income	119	2,948	715
Interest income – related party	-	-	12,213
Interest expense	-	-	(129)
(Loss) gain on sale of fixed assets	(17,535)	(1,451)	817,999
Other, net	(58,402)	(6,729)	22,731
Total other income (expense), net	(75,818)	(5,232)	853,529
Income before income taxes	1,732,097	2,230,672	3,257,442
Provision (benefit) for income taxes	425,621	(92,851)	572,740
Net income	1,306,476	2,323,523	2,684,702
Other comprehensive income / (loss)	23,761	(10,064)	3,149
Total comprehensive income	\$ 1,330,237	\$ 2,313,459	\$ 2,687,851

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

Frontier Adjusters, Inc. and Subsidiary

Consolidated Statements of Equity

For the years ended June 30, 2021, 2020, and 2019

	Common Stock Issued Shares	Common Stock Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Comprehensive Income	Total Equity
Balance, June 30, 2018	1,000	\$ 1	\$ 27,441	\$ 28,104,047	\$ 23,491	\$ 28,154,980
Net income	-	-	-	2,684,702	-	2,684,702
Foreign currency translation	-	-	-	-	3,149	3,149
Dividends	-	-	-	(568,895)	-	(568,895)
Balance, June 30, 2019	1,000	1	27,441	30,219,854	26,640	30,273,936
Net income	-	-	-	2,323,523	-	2,323,523
Foreign currency translation	-	-	-	-	(10,064)	(10,064)
Additional paid-in capital	-	-	4,041,110	-	-	4,041,110
Dividends	-	-	-	(30,594,971)	-	(30,594,971)
Balance, June 30, 2020	1,000	1	4,068,551	1,948,406	16,576	6,033,534
Net income	-	-	-	1,306,476	-	1,306,476
Foreign currency translation	-	-	-	-	23,761	23,761
Dividends	-	-	-	(1,351,291)	-	(1,351,291)
Balance, June 30, 2021	1,000	\$ 1	\$ 4,068,551	\$ 1,903,591	\$ 40,337	\$ 6,012,480

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

Frontier Adjusters, Inc. and Subsidiary

Consolidated Statements of Cash Flows

For the years ended June 30, 2021, 2020, and 2019

	2021	2020	2019
Cash flows from operating activities:			
Net income	\$ 1,306,476	\$ 2,323,523	\$ 2,684,702
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	123,572	38,696	63,465
Loss (gain) on sale of fixed assets	17,535	1,451	(817,999)
Change in allowance for doubtful accounts	(73,409)	7,100	47,414
Deferred taxes	323,052	239,414	(22,390)
Net change in assets and liabilities:			
Receivables	(45,700)	89,930	(13,189)
Promissory notes	(10,532)	(4,039)	(17,062)
Other assets	56,464	10,227	(20,629)
Accounts payable and other liabilities	(94,007)	(234,532)	580,545
Deferred revenue	11,765	(25,357)	30,187
Licensees' and franchisees' remittances payable	(250,086)	254,304	47,492
Net cash provided by operating activities	1,365,130	2,700,717	2,562,536
Cash flows from investing activities:			
Proceeds from sale of fixed assets	-	-	1,153,328
Capital expenditures	(340,184)	(226,591)	-
Related party receivables	(593,893)	(1,634,596)	(3,275,562)
Advances to licensees and franchisees	(31,919)	(677,511)	(929,292)
Collections of advances to licensees and franchisees	27,929	786,900	930,077
Net cash used in investing activities	(938,067)	(1,751,798)	(2,121,449)
Cash flows from financing activities:			
Distributions	(1,351,291)	-	-
Net cash used in investing activities	(1,351,291)	-	-
Effect of exchange rate changes on cash	23,761	(10,064)	3,149
Net (decrease) increase in cash and cash equivalents	(900,467)	938,855	444,236
Cash and cash equivalents, beginning of year	1,916,015	977,160	532,924
Cash and cash equivalents, end of year	\$ 1,015,548	\$ 1,916,015	\$ 977,160
Noncash financing and investing activities:			
Distribution of property and equipment as dividends	\$ -	\$ -	\$ 568,895
Distribution of related party receivables as dividends	-	30,594,971	-
APIC resulting from deferred tax assets at acquisition	-	4,041,110	-

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

Frontier Adjusters, Inc. and Subsidiary

Notes to Consolidated Financial Statements

For the years ended June 30, 2021, 2020, and 2019

Note 1: Summary of Significant Accounting Policies

Principles of Consolidation

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

Business

Frontier Adjusters, Inc. (“Frontier”), licenses and franchises independent insurance adjusting services throughout the United States. Its wholly owned subsidiary, Frontier Adjusters, Co., Ltd., licenses and franchises independent adjusting services throughout Canada.

COVID-19

On March 11, 2020, the World Health Organization declared the outbreak of a novel coronavirus (“COVID-19”) as a global pandemic. Mandated actions from various federal, state and local authorities have resulted in an overall decline in economic activity. The Company has taken measures to mitigate the impact to the business to include the implementation of certain health and safety protocols and, wherever possible, work from home arrangements and as a matter of policy strictly adheres to local regulatory guidance.

As a result of the decreased economic activity, adjusting assignments fell below normal levels for a period, however the franchisee network and the Company’s ability to service its clients has not been impacted meaningfully. Management has evaluated the potential COVID-19 impact to the business and the Company has outperformed expectations to date. The Company continues to monitor the evolving situation very carefully.

Reclassifications

Certain accounts in the prior year consolidated financial statements have been reclassified for comparative purposes to conform with the presentation in the current year consolidated financial statements.

Cash Concentration

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

Cash Equivalents

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

Frontier Adjusters, Inc. and Subsidiary

Notes to Consolidated Financial Statements

For the years ended June 30, 2021, 2020, and 2019

Note 1: Summary of Significant Accounting Policies (continued)

Promissory Notes

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

Depreciation and Amortization

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

At June 30, 2021 and 2020, software of \$431,003 and \$155,241, respectively, is presented net of accumulated amortization of \$95,489 and \$13,122, respectively.

Revenue Recognition

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

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

Receivables, net on the balance sheets represent receivables from the revenue processes noted above. These receivables at June 30, 2021, 2020, and 2019 were \$488,846, \$377,967, and \$474,997, respectively. Deferred revenue on the balance sheets represents contract liabilities from payment of initial licensing fees to the Company. Deferred revenue at June 30, 2021, 2020, and 2019 was \$312,226, \$300,461, and \$325,818, respectively.

Frontier Adjusters, Inc. and Subsidiary

Notes to Consolidated Financial Statements

For the years ended June 30, 2021, 2020, and 2019

Note 1: Summary of Significant Accounting Policies (continued)

Income Taxes

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

Use of Estimates in the Preparation of Financial Statements

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

Foreign Currency Translation

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

Advertising Expense

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

Recent Accounting Pronouncement

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

Frontier Adjusters, Inc. and Subsidiary

Notes to Consolidated Financial Statements

For the years ended June 30, 2021, 2020, and 2019

Note 1: Summary of Significant Accounting Policies (continued)

Subsequent Events

In preparing these consolidated financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through December 9, 2021, the date the consolidated financial statements were available to be issued.

Note 2: Supplemental Cash Flow Information

Supplemental cash flow information for the years ended June 30:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Cash paid during the year:			
Interest	\$ -	\$ -	\$ 129
Income taxes	117,879	117,126	45,634

Note 3: Receivables, net

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

Receivables consist of the following at June 30:

	<u>2021</u>	<u>2020</u>
Licensee and franchisee fee	\$ 380,754	\$ 362,231
Errors and omissions insurance premium advanced	146,301	138,685
Other	<u>20,030</u>	<u>8,716</u>
Total receivables	547,085	509,632
Less allowance for doubtful accounts	<u>(58,239)</u>	<u>(131,665)</u>
	\$ <u><u>488,846</u></u>	\$ <u><u>377,967</u></u>

Frontier Adjusters, Inc. and Subsidiary

Notes to Consolidated Financial Statements

For the years ended June 30, 2021, 2020, and 2019

Note 4: Advances to Licensees and Franchisees

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

For the years ended June 30, 2021 and 2020, management estimates that such advances are fully collectable and no allowance is necessary.

	<u>2021</u>	<u>2020</u>
Advances to licensees and franchisees	\$ 54,908	\$ 50,918
Less current portion of advances	<u>(28,104)</u>	<u>(36,000)</u>
Long-term	\$ <u>26,804</u>	\$ <u>14,918</u>

Note 5: Property and Equipment, net

Property and equipment at June 30 consisted of:

	<u>2021</u>	<u>2020</u>
Leasehold improvements	\$ 1,186	\$ 4,745
Computers	227,746	165,444
Furniture and fixtures	<u>14,192</u>	<u>26,047</u>
	243,124	196,236
Less accumulated depreciation	<u>(127,455)</u>	<u>(86,249)</u>
	\$ <u>115,669</u>	\$ <u>109,987</u>

Note 6: Licensing and Franchising

As of June 30, 2021, the Company has entered into 611 license and franchise agreements with 110 entities, operating 115 offices with 611 advertised locations, whereby the Company grants exclusive 5-year licenses or franchises for the right to use the names "Frontier Adjusters" and other registered logos in a particular advertised location.

Frontier Adjusters, Inc. and Subsidiary

Notes to Consolidated Financial Statements

For the years ended June 30, 2021, 2020, and 2019

Note 6: Licensing and Franchising (continued)

	<u>Franchised and Licensed Locations</u>	<u>Company Owned Locations</u>	<u>Total</u>
<u>2021:</u>			
Number of advertised locations			
Beginning of year	614	-	614
Opened	6	-	6
Closed	(9)	-	(9)
Ownership changes	<u>-</u>	<u>-</u>	<u>-</u>
End of year	<u>611</u>	<u>-</u>	<u>611</u>
	<u>Franchised and Licensed Locations</u>	<u>Company Owned Locations</u>	<u>Total</u>
<u>2020:</u>			
Number of advertised locations			
Beginning of year	619	2	621
Opened	24	-	24
Closed	(31)	-	(31)
Ownership changes	<u>2</u>	<u>(2)</u>	<u>-</u>
End of year	<u>614</u>	<u>-</u>	<u>614</u>
	<u>Franchised and Licensed Locations</u>	<u>Company Owned Locations</u>	<u>Total</u>
<u>2019:</u>			
Number of advertised locations			
Beginning of year	636	2	638
Opened	13	-	13
Closed	(28)	-	(28)
Ownership changes	<u>(2)</u>	<u>-</u>	<u>(2)</u>
End of year	<u>619</u>	<u>2</u>	<u>621</u>

Frontier Adjusters, Inc. and Subsidiary

Notes to Consolidated Financial Statements

For the years ended June 30, 2021, 2020, and 2019

Note 7: Income Taxes

Income taxes of the Company are accounted for under the provisions of the “Income Taxes” topic of the FASB ASC, which require an asset and liability approach to financial accounting and reporting for income taxes. The difference between the financial statement and tax basis of assets and liabilities is determined annually. Deferred income tax assets and liabilities are computed for those differences that have future tax consequences using the currently enacted tax laws and rates that apply to the periods in which they are expected to affect taxable income. Valuation allowances are established, if necessary, to reduce deferred tax assets to the amount that will more likely than not be realized. Income tax expense is the current tax payable or refundable for the period plus or minus the net change in deferred tax assets and liabilities.

Uncertain income tax positions are evaluated at least annually by management. The Company classifies interest and penalties related to income tax matters within general and other expenses in the accompanying consolidated statements of income and comprehensive income. As of June 30, 2021 and 2020, the Company has identified no uncertain income tax positions and has incurred no amounts for income tax penalties and interest for the years ended June 30, 2021, 2020, and 2019.

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

	2021	2020	2019
Federal	\$ 84,053	\$ (374,599)	\$ 354,457
State	18,812	42,334	240,673
Deferred	323,052	239,414	(22,390)
Income taxes	\$ <u>425,917</u>	\$ <u>(92,851)</u>	\$ <u>572,740</u>

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

	2021	2020
Components of deferred tax asset:		
Allowance for doubtful accounts	\$ 14,393	\$ 32,434
Accrued expenses not currently deductible	60,647	45,495
Fixed assets and intangibles	(110,353)	(58,192)
Goodwill recognized for tax purposes	3,702,050	3,970,052
	\$ <u>3,666,737</u>	\$ <u>3,989,789</u>

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

Frontier Adjusters, Inc. and Subsidiary

Notes to Consolidated Financial Statements

For the years ended June 30, 2021, 2020, and 2019

Note 8: Related-Party Transactions

At June 30, 2021 and 2020, related party receivables were \$2,087,237 and \$1,067,942, respectively. At June 30, 2021 and 2020, related-party payables include \$570,035 and \$144,633, respectively, the majority of which are amounts allocated by a related organization for providing centralized administrative expense support including finance, human resources, marketing, and other supporting services.

For the years ended June 30, 2021, 2020, and 2019, there was no revenue from related parties. For the year ended June 30, 2021, expenses incurred with related parties totaled \$-0-. For the year ended June 30, 2020, expenses incurred with related parties since the sale of the Company (Note 10) were \$144,633.

Prior to the sale of the Company in fiscal 2020, all of the employees that provided services to the Company worked for Marathon Management Services, LLC (“Marathon”). Owners of Marathon maintained an ownership in the Company’s parent through two trusts. For a monthly fee, Marathon provided the Company with human resources, financial management, business planning, sales and marketing and management of day-to-day business issues. Fees charged by Marathon to the Company for the period prior to the sale of the Company in fiscal 2020 were \$345,002. Fees charged by Marathon for the year ended June 30, 2019 were \$1,564,809.

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

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

Note 9: Commitments and Contingencies

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

Total rent expense for the years ended June 30, 2021, 2020 and 2019 was \$13,547, \$46,639, and \$130,376, respectively.

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

Frontier Adjusters, Inc. and Subsidiary

Notes to Consolidated Financial Statements

For the years ended June 30, 2021, 2020, and 2019

Note 10: Sale of the Company

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

EXHIBIT E

FRONTIER ADJUSTERS, INC. OPERATIONAL MANUAL

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EXHIBIT F

FRANCHISEES OF FRONTIER ADJUSTERS, INC.

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EXHIBIT G

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

The following are additional disclosures required by various state franchise laws. Each provision of these additional requirements 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

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. Item 3 of the Disclosure Document is amended to provide that none of the persons identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

3. Item 17 of the Disclosure Document is amended to state: California Business and Professions Code Sections 20000-20043 provides rights to the franchisee concerning termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that this is inconsistent with the California Business and Professions Code, this law will control.

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

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

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

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

HAWAII

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

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

ILLINOIS

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

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

3. The following should be added to Provision I of Item 17 of the Disclosure Document: Illinois law may affect your rights upon non-renewal, 815 ILCS 705/19 and 705/20.

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

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

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

INDIANA

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

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

MARYLAND

1. As a condition to the transfer of the franchise, the Franchise Agreement and Item 17 of the franchisor's Franchise Disclosure document require the franchisee to sign a termination agreement. The Franchise Agreement and the Franchise Disclosure document are both amended to the extent necessary so that this termination agreement will not apply to any claims that arise under the Maryland Franchise Registration and Disclosure Law.

2. The Franchise Agreement and Item 17 of the franchisor's Franchise Disclosure document require a franchisee to sue in a state other than Maryland. The Franchise Agreement and the Franchise Disclosure document are both amended to the extent necessary so that a franchisee may still file a civil lawsuit in Maryland alleging a violation of the Maryland Franchise Law.

3. To the extent that Section 7 of the Franchise Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law, the Franchise Agreement is amended to state such representations are not intended to, nor shall they act as a release, estoppel, or waiver of, any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

MINNESOTA

1. Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

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

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

NEW YORK

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

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE

ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S.

Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled

“Termination by franchisee”: You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

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

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

NORTH DAKOTA

1. In any arbitration involving a franchise purchased in North Dakota, the arbitration site shall be in a place mutually agreed upon at the time of arbitration.

2. Covenants not to compete are generally considered unenforceable in the State of North Dakota.

3. Items 17(c), 17(I), 17(v), and (w) of the Disclosure document are deleted at the request of the Securities Commissioner of the State of North Dakota.

4. Section 23.4 is amended to delete the waiver of exemplary and punitive damages.

5. Section 21 of the Franchise Agreement is amended to substitute the stated statute of limitations for the applicable statute of limitations under North Dakota law.

6. Exhibit B to the Franchise Agreement is modified to read that if the Franchisor is the prevailing party in any enforcement action, Franchisor is entitled to recover all costs and expenses, including attorney's fees.

RHODE ISLAND

1. Section 19-281.1-14 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."

SOUTH DAKOTA

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

VIRGINIA

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

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

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

WASHINGTON

1. If any of the provisions in the Disclosure document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Disclosure document and Franchise Agreement with regard to any franchise sold in Washington.

2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement

after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

WISCONSIN

1. The Wisconsin Fair Dealership Law Ch.135, Sections 135.01 – 135.07 may affect the termination provisions of the Franchise Agreement.

ACKNOWLEDGMENT:

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

DATED this ____ day of _____, 20__.

FRANCHISOR:

FRANCHISEE:

Frontier Adjusters, Inc.

Franchisee Entity

By: _____
Jose Bridges
Title: Director of Operations

By: _____
NAME
Title: _____

EXHIBIT H

FRANCHISE TERMINATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FRONTIER ADJUSTERS, INC.
a Colorado corporation

Company Name

By: _____
Jose Bridges, Director of Operations

By: _____
Full Name: _____
Title: _____

EXHIBIT I

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

The name and last known city, state and telephone number of every franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of our application date are listed on the following pages.

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

Name	Location	State	Telephone
Kathy Campbell	Coeur D'Alene	ID	(208) 773-9640
Martin Pueyo	Benson/Sierra Vista	AZ	(888) 486-4169
Karen Sutliff & Clive Tricker	Sterling/Rock Falls	IL	(866) 643-8132
Kathy Campbell	Spokane	WA	(208) 773-9640
Henry Debaussaert	Cadillac	MI	(231) 433-9499
Henry Debaussaert	Sault Saint Marie	MI	(231) 433-9499
Kirk Harlen	Kalispell	MT	(406) 253-5474
Gale Lifka	Prairie du Chien	WI	(608) 782-8880

EXHIBIT J

WAIVER AND RELEASE OF CLAIMS

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

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

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

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

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

Representations and Warranties:

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

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

Miscellaneous:

a. This Release shall be construed and governed by the laws of the State of Ohio.
b. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

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

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

EXHIBIT K

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

EXHIBIT L: RECEIPTS
PLEASE KEEP THIS FOR YOUR RECORDS.

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

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

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

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

FRANCHISE SELLERS:

Jose Bridges - (800) 426-7228 ext. 683
Tyson Ware - (800) 426-7228 ext. 635
26 Century Blvd., Ste. NT350
Nashville, TN 37214

DATE OF ISSUANCE: December 9, 2021

Frontier Adjusters, Inc. authorizes the agents listed in EXHIBIT B to receive service of process for us. I have received a Franchise Disclosure document dated 12/9/2021. This Disclosure document included the following Exhibits:

- A. LIST OF STATE REGULATORY AGENCIES AND ADMINISTRATORS
- B. LIST OF AGENTS FOR SERVICE OF PROCESS
- C. FRANCHISE AGREEMENT WITH SCHEDULES ATTACHED
- D. FINANCIAL STATEMENTS
- E. TABLE OF CONTENTS OF CONFIDENTIAL OPERATING MANUAL
- F. CURRENT LIST OF FRANCHISEES
- G. STATE ADDENDA
- H. TERMINATION AGREEMENT
- I. FRANCHISEES THAT LEFT THE SYSTEM LAST YEAR OR WITH WHICH WE
HAVE NO CONTACT IN THE PAST 10 WEEKS
- J. WAIVER AND RELEASE OF CLAIMS
- K. STATE EFFECTIVE DATES
- L. THIS RECEIPT

Date Received: _____

Prospective Franchisee/Applicant (please sign): _____

Prospective Franchisee/Applicant (please print): _____

Spouse of Prospective Franchisee/Applicant: _____

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

Name of Business Entity: _____

EXHIBIT L: RECEIPTS
PLEASE RETURN THIS COPY TO US.

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

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

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

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

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Date Received: _____

Prospective Franchisee/Applicant (please sign): _____

Prospective Franchisee/Applicant (please print): _____

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

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

Name of Business Entity: _____

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