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FRANCHISE DISCLOSURE DOCUMENT

EXPRESS SERVICES, INC.
A Colorado Corporation
9701 Boardwalk Blvd.
Oklahoma City, Oklahoma 73162
(800) 652-6400
franchising@expresspros.com
http://www.expresspros.com

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

The total investment necessary to begin operation of an Express Employment Professionals Business Traditional Model ranges from $150,000 to $174,000; Professional Staffing Model ranges from $209,000 to $239,000; and Territory Development Model ranges from $265,000 to $295,000. This includes $40,000 , and, with respect to the Territory Development Model, $96,000, that must be paid to Us as initial franchise fee. The total investment necessary to begin the operation of an authorized branch office ("**Branch Office**"), if you meet our criteria, within your territory ranges from $32,750 to $67,250. This includes $3,000 that must be paid to Us as the Branch Office Fee.

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

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

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

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

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

Issuance Date: March 27, 2020

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How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
How much will I need to invest?	Items 5 and 6 lists fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit I 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 Express Employment Professionals 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 an Express Employment Professionals franchisee?	Item 20 or Exhibit G 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.

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What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

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Special Risks to Consider About *This* Franchise

Certain states require that the following risks be highlighted:

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

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

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

The Franchisor

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

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

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

Our Parents, Predecessors and Affiliates

We do not have any predecessors or parents.

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

Our affiliate, Barre Code Equity, LLC is a Delaware limited liability company with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162. Barre Code Equity, LLC was formed in November 2017 as Our wholly owned subsidiary to hold an equity interest in BCB FIT, LLC ("**BCB**"). BCB is an Illinois limited liability company organized on December 11, 2012 with a principal place of business at 435 N. LaSalle Blvd., LL2, Chicago, Illinois 60654. BCB does not offer franchises or operate any franchise locations. BCB is the parent company of Barre Code Franchisor, LLC with its principal place of business at 435 N. LaSalle Drive, Chicago, Illinois 60654, began offering franchises in the fitness industry in 2012. To date, 49 Barre Code franchise have been sold.

We have affiliates providing various services and products to Our franchisees. EMS, LLC d/b/a Express Managed Services is a Delaware limited liability company with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162. EMS was formed as a wholly owned subsidiary to conduct certain types of staffing business. ExtendHR, LLC is a Delaware limited liability company with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162. ExtendHR was formed as a wholly owned subsidiary to conduct certain types of long-term contingent staffing services. Express Travel Services, Inc., is an Oklahoma corporation with its principal place of business at 14201 N. May Avenue, Suite 201, Oklahoma City, Oklahoma 73134, which provides travel services to Our franchisees. The Clydesdale horses of Express Clydesdales, LLC travel across the country and participate in public relations activities (e.g., parades) at the request of Our franchisees. Express Clydesdales, LLC is an Oklahoma limited liability company, with its principal place of business at P.O. Box 179, Piedmont, Oklahoma 73078. Express

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Professionals Indemnity Company ("**EPIC"**) is an Oklahoma corporation with its principal place of business at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162. EPIC insures a portion of the workers' compensation obligations.

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

The Franchise Offered

We offer to enter into a franchise agreement (the "**Franchise Agreement**") with qualified entities or persons ("**You**" or "**Your**") that wish to establish and operate an Express Employment Professionals Business. In this Disclosure Document, "You" means the individual or legal entity with whom We enter into a Franchise Agreement. The term "You" also refers to the direct and indirect owners of a corporation, partnership, limited liability company, or limited liability partnership that signs a Franchise Agreement as the "franchisee." If the franchisee is a corporation, partnership, limited liability company, or limited liability partnership, We will require all owners, shareholders, partners, or members, who have a direct or indirect beneficial interest of more than 5%, to personally sign the guarantee provision in the Franchise Agreement guaranteeing the legal entity's obligation under the Franchise Agreement. Furthermore, during the term of the Franchise Agreement, and any renewal, We require the principal owner to maintain at least a 51% ownership interest.

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

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

Express has designated some territories, and may designate additional territories, generally located in major metropolitan areas and comprised of higher levels of professional staffing business, as "Professional Staffing Model Markets". Express has designed a Professional Staffing Model franchise operation to serve these Professional Staffing Model Markets. The Professional Staffing Model is similar to the Traditional Model, but differs from the Traditional Model with respect to training and staffing requirements. The training program for the Professional Staffing Model focuses on sales, recruiting and servicing techniques specific to

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professional level staffing. Additionally, We require franchisees operating under the Professional Staffing Model to employ additional staff in compliance with Our minimum staffing requirements. Finally, franchisees to who We grant a Professional Staffing Model should generally anticipate higher operating costs, partially attributable to operating in a major metropolitan market.

There are two kinds of services offered by the Express Employment Professionals Businesses: Temporary Staffing services ("**Temporary Staffing**") and Direct Hire services ("**Direct Hire**"). Your Express Employment Professionals Business must offer Temporary Staffing services. The term "**Associates**" refer to the persons You send to the client business from the Temporary Staffing portion of the Express Employment Professionals Business. You will have the option, with Our approval, to operate the Direct Hire portion of the Express Employment Professionals Business.

Under the Franchise Agreement, You have the option to provide Temporary Staffing and Direct Hire for individuals who provide services in legal, finance, accounting, engineering, technology, marketing, and management professions and other professions that require advanced education, certification and/or training (**"SRG Services"**). These services must be operated through the Express Specialized Recruitment Group brand (**"SRG"**) or other brand names that We designate. You may exercise the option only if You have owned and operated Your Franchise a minimum of 12 months and by notifying Us in writing that You have exercised Your option to perform the SRG Services in Your Territory before Your 36 month of operating Your Franchise (the **"SRG Option Period"**). This delay is to provide You time to fully understand and to have operational the non-Professional Service portions of Your Franchise before adding the SRG Services business. Under the Franchise Agreement, if (x) You elect not to timely exercise Your option to perform the SRG Services during the SRG Option Period or (y) You do not meet the minimum performance requirements or other applicable requirements for the SRG Services as set forth in the Franchise Agreement, You waive, and We may terminate (without terminating Your rights otherwise under the Franchise Agreement) all rights to the SRG Services portion of the Franchise, in which case all such rights shall automatically revert to Us. Thereafter, We will have the right to perform or re-sell to a third party the SRG Services within Your Territory without compensation to You.

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

Territory Development Program

The Territory Development Program is designed to allow You to operate the Express Employment Professionals Business within Your Territory and up to two additional Express Employment Professionals Businesses within two additional territories (one additional business in each of the two additional territories) (each, an "**Additional Territory**") by signing a Territory Development Addendum, which is attached to this Disclosure Document as Exhibit B-5 (the **"Territory Development Addendum"**). The candidate must also meet other standards and qualifications that We may require. The Territory Development Program is limited to specific metropolitan areas as We may designate.

New Franchise Incentive Program

We have established and are offering the New Franchisee Incentive Program to assist Our new franchisees with their initial expenses incurred as the franchisees begin operating an Express Employment Professionals Business. To participate in the New Franchise Incentive

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Program, the prospective franchisee must be a new franchisee and awarded a new Territory. The prospective franchisee must also meet other standards and qualifications that We may require. The prospective franchisee must sign the Franchise Agreement, as well as the New Franchise Incentive Program Addendum (a form of which is attached to this Disclosure Document as Exhibit B-6), with Us, and pay the full initial franchisee fee. After the prospective franchisee has completed the initial training course with Us, We will refund to the prospective franchisee $25,000 of the initial franchise fee that was paid. Prospective franchisees who are purchasing an existing Express Employment Professionals territory (resale) and existing Express Employment Professionals franchisees and their affiliates that may enter into another franchise agreement (expansion) are not eligible to participate in the New Franchise Incentive Program. The New Franchise Incentive Program is subject to change in Our sole discretion.

BTO Program

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

Industry Pro Program

We started offering the Industry Pro Program (**"IPP"**) in 2008. The IPP is designed to offer qualified staffing industry employees an opportunity to become Our franchisees. To participate, the candidate must have a minimum of 3 years of experience in the staffing industry. The candidate must also meet other standards and qualifications that We may establish. The candidate will sign the Franchise Agreement, as well as the IPP Program Addendum (a form of which is attached to this Disclosure Document as Exhibit B-2), with Us, and pay the full initial franchise fee. Once they have completed their initial training course with Us, We will refund them one-half of the initial franchise fee that they have paid. We will refund the remaining one-half of the paid initial franchise fee if they satisfy certain requirements that We may establish. Currently, the requirements include billing 16 or more clients in a single week or generating $60,000 in Gross Margin in the first 26 weeks of the franchisee's operation of its Express Employment Professionals Business.

Conversion Program

We started offering the Conversion Program in 2008. The Conversion Program is designed to offer qualified independent staffing firms the opportunity to become Our franchisees. To participate, the candidate must be the owner/operator of an existing independent staffing firm and meet other standards and qualifications that We may establish. Once the candidate signs Our Franchise Agreement and the Conversion Addendum (a form of which is attached to this Disclosure Document as Exhibit B-3), We will, without any charge to You: (1) purchase and have installed a computer system for You, which meets Our standards and specifications as prescribed in the Franchise Agreement and described in Item 11 of this Disclosure Document (not to exceed $20,000); and (2) purchase and have installed new

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signage for Your converted Express Employment Professionals Business (not to exceed $5,000). We will also waive the initial franchise fee due under the Franchise Agreement. We have two tiers of this program. Tier I is designed for qualified independent staffing firms generating between $250,000 and $1,000,000 in Gross Margin annually. Tier II is designed for qualified independent staffing firms generating in excess of $1,000,000 in Gross Margin annually.

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

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

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

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

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

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

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

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

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

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

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

Outside Clients will be excluded from Your Gross Margin production for the purposes of computing Minimum Performance Standards, Annual Bonus qualification, awards or any other incentives of any kind. For the first 48 following the conversion of Your business to Express Employment Professionals You will not be eligible for or any Annual Bonuses.

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

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

<u>ExtendHR Program</u>

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

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Independent Payroll Program

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

Industry-Specific Regulations

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

Competition

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

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

Agents for Service of Process

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

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ITEM 2

BUSINESS EXPERIENCE

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

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

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

Director, Vice Chairman of the Board, and President: Robert A. Funk

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

Director and Vice President of Corporate Development: Robert A. Funk, Jr.

Mr. Funk, Jr. was named Our Vice President of Corporate Development in February 2019. He was appointed as a Director on Our Board in May 2014. From February of 2017 to February 2019, he was Our Vice President of Sales. Mr. Funk, Jr. is owner and CEO of Prodigal LLC, an Oklahoma City based sports and entertainment marketing company he founded in 2007.

Director: Gregory G. Wedel

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

Director: The Honorable Michael R. Hogan

Judge Hogan was appointed as a Director on Our Board in June 2015. He is the founder of Hogan Mediation a Eugene, Oregon based company founded in 2012.

Chief Financial Officer and Executive Vice President: William Anthony Bostwick

Mr. Bostwick became Our Chief Financial Officer and Executive Vice President in May 2014. He joined Us on March 1, 2010 as Chief Financial Officer.

General Counsel, Executive Vice President, and Secretary: D. Keith McFall

Mr. McFall has been Our General Counsel since January 1, 2013 and also Our Executive Vice President and Secretary since May 2014.

Executive Vice President of Sales and Marketing: Steven T. Scully

Mr. Scully became Our Executive Vice President of Sales and Marketing in May 2018. Mr. Scully has been Our Franchisee since 1990 with an office in Tuscaloosa, Alabama.

Chief Information Officer and Senior Vice President: Linda Marie Arredondo

Ms. Arredondo became Our Chief Information Officer and Senior Vice President in February 2020. Prior to joining Express, Ms. Arredondo was the Director of Research, Executive Advisor, CIO Practice for Info-Tech Research Group in Las Vegas, Nevada from November

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2018 to February 2020. From January 2015 to November 2018, she was the Director of Information Technology for Citizen Potawatomi Nation in Shawnee, Oklahoma.

Vice President of Legal and Assistant General Counsel Russell C. Lissuzzo, II

Mr. Lissuzzo became Our Vice President of Legal in April 2018. He joined Us in June 2013 as Our Assistant General Counsel.

Vice President of Express University: Arthur L. Atkinson

Mr. Atkinson has been with Us since Our inception in 1983. He has been Our Vice President of Express University since 1992.

Sr. Vice President of Franchise Support and Information Services: Terri Weldon

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

Vice President and Controller: Sharon Patric

Ms. Patric joined Us as Vice President and Controller in February 2000.

Vice President of Franchise Systems: Harvey H. H. Homsey, CFE

Mr. Homsey became Our Vice President of Franchise Systems in February 2003.

Vice President of Financial Analysis: Jamie D. Allison

Mr. Allison joined Us as Our Vice President in June 2014. He became Our Vice President of Financial Analysis in January 2015. From February 2014 to June 2014, Mr. Allison was the Vice President of Legacy Bank in Oklahoma City, OK.

Vice President Risk Management: Jeff Rycroft

Mr. Rycroft became Our Vice President of Risk Management in February 2011

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

Ms. Billen re-joined Us as Our Vice President of Strategic Sales and Account Development in December 2018. From April 2017 to December 2018, Ms. Billen served as Vice President of Oklahoma Temporary Services, a franchisee of Ours, in Oklahoma City, Oklahoma. From February 2011 to April 2017, Ms. Billen was Our Vice President of Sales.

Vice President of Specialized Recruiting: Genia J. Kelly

Ms. Kelly joined Us as Our Vice President Specialized Recruiting in October 2018. Previously, Ms. Kelly was the President of Team People/EVP S1 of Team People a System One Company in Falls Church, Virginia from October 2017 to October 2018. From October 2014 to October 2017, she was the President of Team People, LLC in Falls Church, Virginia.

Vice President of Franchising: Vinny Provenzano, CFE

Mr. Provenzano became Our Vice President of Franchising in August 2019. From April 2019 to August 2019, he was our Director of Franchising. From January 2018 to April 2019, Mr.

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Provenzano was Our Franchising Executive. Prior to joining Express in January 2018, he was the Director of Franchise Development for Orange Leaf Holdings, LLC in Oklahoma City, Oklahoma from January 2013 to January 2018.

Director of Franchise Administration and Compliance: Diane Carter, CFE

Ms. Carter became Our Director of Franchise Administration and Compliance in February, 2008.

Director of Franchising: Brook P. Wise, CFE

Mr. Wise joined Us in June of 2011 as Director of Franchising.

Franchising Executive: Daniel Gunderson, CFE

Mr. Gunderson joined Us in July of 2009 as Franchising Executive.

Senior Franchising Executive: Bill Thompson, CFE

Mr. Thompson became Our Senior Franchising Executive in July 2017. From December 2014 to July 2017, he was our Resale Director.

Franchising Executive: Melissa Davis, CFE

Ms. Davis joined Us in June 2019. Prior to joining Us, Ms. Davis was the Franchise Sales Manager for Sonic Drive-In from August 2018 to June 2019. From November 2014 to August 2018, she was the Director of Franchise Development for Orange Leaf Frozen Yogurt.

Franchising Executive: Michelle Hamon, CFE

Ms. Hamon became Our Franchising Executive in May 2016. She joined Us in December 2015 as a Franchising Associate. Prior to joining Express, Ms. Hamon was the Director of Student Services for Central State Wellness College in Oklahoma City, Oklahoma from June 2012 to November 2015.

Senior Vice President of Sales Support: Dina Overholt

Ms. Overholt became Our Senior Vice President of Sales Support in March 2020. From May 2011 to March 2020, she was Our Vice President for the West Zone.

Senior Vice President of Zone Sales: Dan Healy, CFE

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

Vice President Central Zone: Glenn M. Starfield

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

Vice President East Central Zone: Stephen Lansing

Mr. Lansing became Our Vice President for the East Central Zone on January 1, 2020. Mr. Lansing joined Us in July 2017 as a Corporate Developer. Prior to joining Us, Mr. Lansing was the Director of Sales for Remedy Intelligent Staffing in Buffalo, New York from 2002 until June 2017.

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Vice President South Zone: Celia Smith

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

Vice President Northeast Zone: Amy J. Zukauckas

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

ITEM 3
LITIGATION

Pending Actions

Robert A. Funk v. Express Services, Inc. and William H. Stoller (Judicial Arbitration and Mediation Services in Denver Colorado, Case No. 23733)

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

We and Mr. Stoller have denied Mr. Funk's claims.

Mr. Funk claims that he and Mr. Stoller each are owed approximately $41 million in past tax distributions plus accrued interest thereon.

On June 21, 2019 Mr. Funk filed a motion for summary disposition based on the issue of whether the Shareholders' Agreement is unambiguous with regard to its required method for calculating tax distributions. The arbitration panel denied summary disposition. The final arbitration hearing is current set for August 4-6 and August 10-24, 2020 in Denver Colorado.

Actions Involving the Franchise Relationship

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

On October 19, 2015, We commenced a declaratory judgment action in the United States District Court for the Western District of Oklahoma against Southern Staffing, Inc., a franchisee of Ours, and Don G. King and Emily D. S. King, the owners of Southern Staffing, Inc. We subsequently added an additional defendant, Impact Outsourcing Solutions, Inc., which is owned by Don G. King. We alleged generally that Don G. King, in violation of the Franchise Agreement and Developer Agreement, had improperly formed a competing business, was using unauthorized software at his Franchise, had improperly and directly

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solicited Our clients and employee associates to change employment (using confidential information obtained as Our franchisee and as Our developer), and used Our name, trademarks, and service marks to falsely endorse and promote the competing business and to falsely pass off the competing business as a collaboration and partnership with Us.

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

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

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

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

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

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

On July 17, 2017, We filed a lawsuit against Impact Outsourcing Solutions, Inc. (**"Impact"**), in the Superior Court of Spalding County, State of Georgia. We alleged generally that Don G. King, through his company Impact, had systematically solicited Our clients, Associates, and employees to move to Impact. We alleged generally claims for tortious interference with contractual relations, tortious interference with business relations, and

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temporary and permanent injunctive relief. Impact filed an Answer denying all of Our allegations and asserted counterclaims for setoff and unjust enrichment claiming that We benefited from Impact's promotions. As discussed above, we resolved and settled this matter as provided in the King Settlement Agreement.

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

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

Prior Actions

William H. Stoller, et al. v. Robert A. Funk, et al. (United States District Court, Western District of Oklahoma, Case No. CV-00294-C).

On March 15, 2011, William H. Stoller, a shareholder of Ours, commenced this action against Robert A. Funk, a shareholder of Ours, both individually and is his capacity as trustee of the Robert A. Funk Trust. Mr. Stoller asserted two separate breach of contract claims, a claim based on the breach of implied covenant of good faith and fair dealing, and a claim based on a breach of fiduciary duty, all based on assertions that Mr. Funk received unequal financial benefits from Us. Mr. Stoller sought damages, including punitive damages, in excess of $75,000 and an accounting.

On July 12, 2011, the federal District Court dismissed three of the claims and limited Mr. Stoller's action to one of the claims based on breach of contract.

Following the ruling, Mr. Stoller filed an Amended Complaint in which Mr. Stoller asserted claims against Mr. Funk and the Robert A. Funk Trust based on breach of contract, breach of the implied covenant of good faith and fair dealing, and breach of fiduciary duty. He requested declaratory relief, imposition of a constructive trust for his benefit, damages, including punitive damages, an accounting, and other relief.

William H. Stoller, et al. v. Robert A. Funk, et al. (United States District Court, Western District of Oklahoma, Case No. CV-11-1144-M).

On October 11, 2011, William H. Stoller, individually and as trustee of the William H. Stoller Trust, which is a shareholder of Ours, commenced this action as a derivative action on behalf of Us against Robert A. Funk, both individually and in his capacity as trustee of the Robert A. Funk Trust, along with two other directors. Among other allegations, Mr. Stoller asserted a number of claims as shareholder derivative claims on Our behalf, including claims based on alleged breach of fiduciary duty, waste and mismanagement of corporate assets, misappropriation of corporate assets, and conversion of corporate assets. Mr. Stoller requested damages, including punitive damages; an order requiring Us to discontinue paying for Mr. Funk's personal obligations; an accounting; an order to remove Mr. Funk as a director and officer; an order to appoint Mr. Stoller as Our chief executive officer and chairman of the board; injunctive relief; and other relief.

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On March 6, 2014, the District Court entered Administrative Closing Orders in both of the cases, based on representations of the parties that they had reached agreement on a general framework for the resolution of all issues. The cases were administratively closed, and all further proceedings were stricken from the court docket.

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

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

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

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

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

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

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

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

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On March 13, 2012, Michael Stoddart (an Associate of Ours) commenced this putative class action against Us, Phillips & Associates, Inc. (Our franchisee), and Western Wine (Our franchisee's client), in the California Superior Court for Solano County. On April 20, 2012, defendants removed the complaint to the U.S. District Court for the Eastern District of California. The plaintiff asserted claims against all three defendants including: (1) failure to provide off-duty meal periods, (2) failure to pay final wages due upon termination, (3) failure to provide accurate wage statements; (4) failure to maintain accurate records, (5) unlawful, unfair, and fraudulent business practices under Business and Professions Code section 17200, and (6) penalties under the Private Attorneys General Act of 2004 (**"PAGA"**). Plaintiff asserts that the proposed class period spans from March 13, 2008 to the present and the PAGA period spans from February 8, 2011 to the present. Plaintiff alleges a putative class that consists of over 80,000 current and former Associates that performed work on behalf of the clients of Our franchisees during the putative class period.

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

The parties mediated the claims and reached an agreement to release all proposed class claims. On March 9, 2018, plaintiff filed a motion for preliminary approval of the class action settlement. Then on February 1, 2019, the Court denied the motion. On December 19, 2019 the plaintiff filed a renewed motion for preliminary approval of the class action settlement. The renewed motion was heard on February 7, 2020 and the court. The court has not issued a decision on the renewed motion.

Currently Effective Injunctive or Restrictive Orders

In re: Franchise No Poaching Provisions (Express Services, Inc. d/b/a Express Employment Professionals) (King County Superior Court, State of Washington, Case No. 19-2-04312-1 SEA).

On September 7, 2018, We received a Civil Investigative Demand from the Washington Attorney General to produce documents and respond to questions about Our inclusion of "no-poach" provisions in Our franchise agreement which restrict Our franchisees' ability to hire or solicit employees of Ours or of Our franchisees. The Washington Attorney General asserted that these provisions constitute a contract, combination, or conspiracy in restraint of trade in violation of the Washington Consumer Protection Act, RCW 19.86.030, and We deny such assertion. Nevertheless, We entered into an Assurance of Discontinuance (the "AOD") with the Washington Attorney General. We agreed not to include the no-poach provisions in Our future franchise agreements, not to enforce the no-poach provisions of Our current franchise agreements, and to notify Our current franchisees of the AOD. The State of Washington and Washington Attorney General agreed not to file suit or take any further investigative or enforcement action against Us with respect to the no-poach provisions. On February 15, 2019, the King County Superior Court, State of Washington, approved the AOD and closed this matter.

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

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ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

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

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

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

If You enter into the Territory Development Addendum with Us, Your initial franchise fee is $96,000. This amount represents the $40,000 initial franchise fee for the first Franchise; $30,000 initial franchise fee for the second Franchise (25% discount); and $26,000 for the third Franchise (35% discount). Subject to the discounts noted above, the franchise fee is uniformly charged. You must pay the initial franchise fee in full when You sign the Territory Development Agreement. You will not be required to pay any initial franchise fee in connection with Your execution of the additional franchise agreements that You must enter into under the Territory Development Addendum.

Your initial franchise fee is used to defray Our costs of obtaining and screening You, training programs, legal expense, development and distribution of suggested interior design and layout specifications, and other support services. When the Franchise Agreement is signed, the initial franchise fee (including the initial franchise fee payable in connection with the Territory Development Addendum) is deemed fully earned for Our expenses in furnishing assistance and services to You, and for Our lost or deferred opportunity to license others. The initial franchise fee is not refundable, except (1) for new franchisees awarded new Territories under the New Franchisee Incentive Program, $25,000 of the initial franchise fee is refundable; and (2) for qualified staffing industry employees that participate in the IPP, half of the initial franchise fee is refundable upon completion of initial training and the remaining half is refundable upon the satisfaction of certain requirements established by Us from time to time. Currently, the requirements include billing 16 or more clients in a single week or generating $60,000 in Gross Margin in the first 26 weeks of the franchisee's operation of its Express Employment Professionals Business.

For clarification, the initial franchise fee You pay Us in connection with the Territory Development Addendum is not refundable even if, for example, You do not begin operating additional businesses in the Additional Territories for any reason.

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Purchase of the Computer System

We may determine, in our sole discretion, that you must purchase all components of the Computer System (as defined in Item 11) through Us. We may specify or require that certain brands, types, makes, and/or models of communications systems, computer systems, and hardware to be used by, between, or among our franchisees. As of the date of this disclosure document, the Computer System ranges between $14,000 and $16,700 for the Single Traditional Model; between 17,000 and $20,500 for the Single Professional Staffing Model and the Territory Development Model. In addition, You are required to pay Us a monthly maintenance charge, which currently is $385 per month for the Monthly Communications Fee. The cost of the Computer System is non-refundable. The fees and costs are uniformly applied to new franchisees.

ITEM 6
OTHER FEES

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

Type of Fee (Note 1)	Amount	Due Date	Remarks
The following entries will apply to Your Temporary Staffing portion of the Express Employment Professionals Business			
Our portion of the Gross Margin (Note 2)	40% of the Gross Margin	Withheld from the Gross Margin	On the 25th day of each month, We will remit to You Your portion (60%) of the Gross Margin accrued on Our books from services performed under the Franchise Agreement during the preceding monthly accounting period, which shall have either 4 or 5 weeks, as may be determined by Us. We will retain Our Portion (40%) of the Gross Margin. Please see Note 2.
Minimum Monthly Gross Margin	Will vary under circumstances	Withheld from Your portion of the Gross Margin monthly On the 25th day of each month	For each of Your individual client accounts, we encourage You to have a minimum monthly Gross Margin as detailed in the Manual (currently, 10% or $1.75 per hour). If any of Your individual client accounts do not meet the minimum monthly Gross Margin for the month, Our portion of the Gross Margin for that individual client account shall be calculated based on the minimum monthly Gross Margin as detailed in the Manual and deducted from any payments due to You.

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Type of Fee (Note 1)	Amount	Due Date	Remarks
Liquidated Damages	Will vary under circumstances	Upon demand	If the hiring of Our Associate by a client in violation of the terms and conditions of any contract between You and the client results in liquidated damages, the liquidated damages actually collected in accordance with the Manual will be divided between You and Us as prescribed in the Manual.
Express Advertising/ Marketing Fund	0.6% of the Gross Margin (Note 3)	Withheld from Your portion of the Gross Margin monthly On the 25th day of each month	We will withhold 0.6% of the Gross Margin from Your portion of the Gross Margin due to You and pay this directly to the Express Advertising/Marketing Fund.
Reserve Account	1% of the Gross Margin	Withheld from Your portion of the Gross Margin monthly On the 25th day of each month	1% of the Gross Margin will be deducted and credited to Your reserve account which will be used to cover Your uncollectible accounts (including Our monthly finance charge for accounts remaining unpaid for 60 days or longer, and Our charge-backs for accounts remaining unpaid for 75 days or longer, as described below).
Charge-back of Past Due Amounts	Will vary under circumstances	Upon demand	If an account, including national contract account, remains unpaid for 75 days from invoice date (or such other period as we may determine based on our credit analyses and polices), We may suspend services and will unless otherwise agreed, charge the invoice amount back to You. If Your reserve account has been exhausted, the remaining amount will be deducted from Your portion of the Gross Margin and/or charged to You.

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Type of Fee (Note 1)	Amount	Due Date	Remarks
Finance Charges	The greater of 1½% per month or an interest rate of 2% over the National Prime Lending Rate, but not to exceed the maximum permitted by applicable law.	Upon demand	On client accounts over 60 days old, We may charge a monthly finance charge to You as set forth in the Manual.
Charge-back of improper payments	Will vary under circumstances	Upon demand	Any monies paid to Associates by Us which We determine to have been paid based on forged time record slips or fraudulent or erroneous or improper authorizations to pay shall be deducted in full from any monies due to You.
Cost of mis-classification of workers' compensation	Will vary under circumstances	Upon demand	If You use or have used the wrong workers' compensation classification code and rate for workers assigned by You, You will be responsible for 100% of any additional premium assessment resulting from applying the correct code and rate over the period of mis-classification.
The Claim/Indemnity Plan contribution	0.05% of the gross associates payroll	Withheld from Your portion of the Gross Margin monthly On the 25th day of each month	0.05% of the gross Associates' payroll will be credited to the Claim/Indemnity Plan. The Claim/Indemnity Plan limits Your exposure if a loss from the present Insurance Policy Deductibles and certain other claims. The maximum deductible per occurrence is as described in the Manual. (Note 4)
Other adjustments	Will vary under circumstances	Upon demand	We will make other adjustments to Your portion of the Gross Margin for unsatisfactory work credits, incentive coupons, special overtime or other deductions deemed necessary by Us.

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Type of Fee (Note 1)	Amount	Due Date	Remarks
Territorial liquidated damages	Will vary under circumstances	Upon demand	We may charge You a special fee, as liquidated damages, if You send Associates to a client's business location in another Franchisee's territory even if the client is located in Your Territory.
Online Business Management Fee	Maximum of $600	Annually	We may assess an annual commission deduction not to exceed $600 from Your portion of the Gross Margin to cover the expenses of online business management We perform.
Software, testing, or training programs	40% percent of compensation received	On the 15th day of the month following the month during which the compen-sation was received by You	This amount will become due if You receive any compensation not reportable under Your Franchise Agreement from utilizing Our software, testing or training programs.
The following entries will apply to Your Direct Hire portion of the Express Employment Professionals Business			
Express Advertising/ Marketing Fund	2% of Gross Receipts (Note 5)	Withheld from the Gross Receipts	We will withhold 2% of the Gross Receipts accrued on Our books from services performed under the Franchise Agreement which will be paid directly to the Express Advertising/Marketing Fund. Please see Note 6. For the description of "Gross Receipts," please see Note 5.
Our Portion of the Gross Receipts	8% of Gross Receipts of the Direct Hire portion of the Express Employment Professionals Business (Note 5)	Withheld from Your portion of the Gross Receipts monthly On the 25th day of each month	On the 25th day of each month, We will remit to You Your portion (90%) of the Gross Receipts accrued on Our books from services performed under the Franchise Agreement in a timely manner as prescribed in the Manual. We will retain Our Portion (8%) of the Gross Receipts. Please see Note 5.

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

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Type of Fee (Note 1)	Amount	Due Date	Remarks
Interest	1½% per month, but in no event more than the maximum permitted by applicable law	Upon demand	If any overdue unpaid balance or late charge is not paid after 30 days beyond the original due date, interest will be charged on the unpaid balance. Payment by You to Us shall not constitute a waiver of the default created by nonpayment when due of these fees and We may, even if You make payment of the interest and late charge, exercise any rights or remedies granted by the Franchise Agreement for default, or those granted by law.
Audit	Will vary under circumstances	Upon demand	If audit discloses reported Gross Receipts were understated by 3% or more, You must pay the cost of the Audit. (You will also have to pay late charge and interest on the underpayment (see "**Late Charge**" and "**Interest**")).
The following fees are applicable to all franchisees			
Software, testing, or training programs	40% percent of compensation received	On the 15th day of the month following the month during which the compensati on was received by You	This amount will become due if You receive any compensation not reportable under Your Franchise Agreement from utilizing Our software, testing or training programs.
Transfer Fee	10% of the total sales price received, not less than $5,000 nor more than 50% of the then current initial franchise fee.	Prior to transfer	Transfer will not be approved unless We have received the transfer fee. No transfer fee if You transfer Your Agreement to Your corporation or limited liability company or make an approved transfer to Your spouse or children.
Branch Office Fee	$3,000	When You sign the Branch Office Addendum	Fee charged for opening a Branch Office located within Your Territory.

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Type of Fee (Note 1)	Amount	Due Date	Remarks
Recruiting Station Fee	$300	When You sign the Recruiting Station Addendum	Fee charged for opening a Recruiting Station located within Your Territory.
Indemnification	Will vary under circumstances	Upon demand	You must indemnify Us for claims arising of any contract that has not been approved by Us, or any claims arising out of Your operation of the Express Employment Professionals Business.
Mediation Costs	Will vary under circumstances	As arranged	The parties will each pay their own cost for mediation and 50% of the costs of mediators and the mediation agency.
Services and Support of the Computer System and Required Software Subscriptions	Communication Fee: $385/month ESP (Prove It!) Testing Package Maintenance Fee: $41.67/month; Microsoft Software Server: $64.32/Month User: $26.52/Month/User Test Workstation: $8.28/Month/Workstation	As arranged	All configuration of the Required Software (as defined below) must be done by Our technical support staff, for which We will not charge You any fee. We, or a third party retained by Us, will provide some or all of the service and support of the Computer System, the Required Software, and the network of the franchise system. You must pay these amounts to Us. These amounts are what We charge currently, which may change upon Our notice to You.

Notes:

1. All fees are imposed by and are payable to Us. All fees are non-refundable. All fees are uniformly applied to new franchisees. These fees may have been waived or modified for a particular franchisee in the past based on the particular circumstances, and we may do so in the future if we deem appropriate.

2. The term "**Gross Margin**" means the balance of the adjusted gross billings. Adjusted gross billings are the aggregate amount of bills rendered to clients by Us for Associates placed by You, plus or minus any adjustments. To determine Gross Margin, We will deduct from adjusted billings the wages earned by Associates based upon the work hours reported. In addition, We will deduct all credits and taxes measured by sales or

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gross receipts (including sales, use, franchise, and similar taxes), together with the employer's share of Federal Social Security and Medicare taxes, federal and state unemployment tax contributions, health benefits, insurance premiums, payments made in lieu of providing health benefits or insurance, workers' compensation insurance premiums, disability insurance premiums where required by local law, taxes on union health and welfare payments;, fidelity bonding insurance, and professional liability insurance, if applicable, billing adjustment items (e.g., VMS fees, early pay discounts, etc.); any other direct payroll taxes and insurance premiums based on sales or payrolls that may be levied; and any other county, municipal, or other local tax (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) (all of which are collectively referred to as direct payroll costs). The balance of the adjusted gross billings shall be defined as the Gross Margin.

Currently, if You meet both of the following two qualifications, We will pay bonus to You within 30 days after the close of Our fiscal year end: (i) Your Annual Gross Margin Dollars (AGM$) are $779,600 or greater, adjusted annually in accordance with the increase in the Consumer Price Index (CPI). To calculate this amount, You may include all locations subject under the Territory described in Exhibit B of the Franchise Agreement in which You are the majority owner during the relevant fiscal year; and (ii) Your Average Annual Gross Margin Percentage (AAGM%) is 18% or greater, or Your Average Dollars/Hour ($/Hour) is $3.34 or greater (AGM$ divided by total hours worked) adjusted annually in accordance with the increase in the CPI. Please refer to Exhibit D of this Disclosure Document for a sample bonus qualification schedule.

3. You and We will jointly contribute 1% of the Gross Margin to a national advertising fund denoted as the Express Advertising/Marketing Fund (the "**Fund**"). We will pay Our 40% of the joint 1% of the Gross Margin to the Fund on a monthly basis. Further details about the Fund, as well as applicable advertising and promotional requirements, can be found in Item 11, under the subheading "Advertising."

4. You authorize Us to withhold from Your portion of Gross Margin and pay into the Claim/Indemnity Plan the amount as specified in the Manual, which may be adjusted either up or down by Us to provide a sufficient fund out of which to pay Your share of any Claim/Deductibles above the maximum deductible set out in the Manual.

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

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

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

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Us, and You will not deposit or convert the funds received and must immediately forward the same, properly endorsed, to Us.

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

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

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

6. Please refer to Note 3 regarding "Express Advertising/Marketing Fund." Further details about the Fund, as well as applicable advertising and promotional requirements, can be found in Item 11, under the subheading "Advertising."

7. The term "**Total Billings**" means the total of Temporary Staffing Billings and Direct Hire Billings. "**Temporary Staffing Billings**" means the total of all money and other things of value received on Your Temporary Staffing portion of the business conducted in accordance with the Franchise Agreement at the location specified, excluding bona fide discounts for promotional programs recommended by Us, client refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of governmental authorities. "**Direct Hire Billings**" means the total of all money and other things of value received on Your Direct Hire portion of the business conducted in accordance with the Franchise Agreement at the location specified, excluding bona fide discounts for promotional programs recommended by Us, client refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of governmental authorities.

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

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

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

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

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

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

ESTIMATED INVESTMENTS FOR A SINGLE TRADITIONAL MODEL

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (Note 1)	$40,000	Lump Sum	Upon Signing	Us
Lease and Deposit (Note 2)	$2,100 to $2,700	As Incurred	As Arranged	Lessor
Leasehold Improvements (Note 3)	$4,000 to $6,000	As Incurred	As Arranged	Lessor; Contractors
Utility Deposits	$200 to $600	As Incurred	As Arranged	Utilities
Training Costs (Note 4)	$4,000 to $7,000	As Incurred	As Incurred	Third Parties
Office Supplies (Note 5)	$300 to $600	As Incurred	As Incurred	Suppliers
Office Equipment (Note 6)	$6,000 to $7,000	As Incurred	As Incurred	Suppliers
Computer System Hardware (Note 7)	$14,000 to $16,700	As Incurred	As Incurred	Us; Suppliers
Furniture and Fixture (Note 8)	$9,000 to $11,000	As Incurred	As Incurred	Suppliers
Signs (Note 9)	$3,000 to $4,000	As Incurred	As Incurred	Suppliers
Insurance (Note 10)	$400 to $600	As Incurred	As Incurred	EPIC or other Insurance Agents or Carriers
Professional Service Fees (Note 11)	$1,000 to $2,000	As Incurred	As Incurred	Attorneys; Accountants; Consultants
Additional Funds – (9 months) (Note 12)	$66,000 to $75,800	As Incurred	As Incurred	Employees; Suppliers; Lessor; Utilities
TOTAL (Note 13)	$150,000 to $174,000			

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ESTIMATED INVESTMENTS FOR A SINGLE PROFESSIONAL STAFFING MODEL

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (Note 1)	$40,000	Lump Sum	Upon Signing	Us
Lease and Deposit (Note 2)	$4,400 to $4, 600	As Incurred	As Arranged	Lessor
Leasehold Improvements (Note 3)	$4,000 to $5,000	As Incurred	As Arranged	Lessor; Contractors
Utility Deposits	$200 to $600	As Incurred	As Arranged	Utilities
Training Costs (Note 4)	$10,000 to $25,000	As Incurred	As Incurred	Third Parties
Office Supplies (Note 5)	$500 to $600	As Incurred	As Incurred	Suppliers
Office Equipment (Note 6)	$7,200 to $7,500	As Incurred	As Incurred	Suppliers
Computer System Hardware (Note 7)	$17,000 to $20,500	As Incurred	As Incurred	Us; Suppliers
Furniture and Fixture (Note 8)	$9,000 to $10,100	As Incurred	As Incurred	Suppliers
Signs (Note 9)	$3,000 to $4,000	As Incurred	As Incurred	Suppliers
Insurance (Note 10)	$400 to $600	As Incurred	As Incurred	EPIC or other Insurance Agents or Carriers
Professional Service Fees (Note 11)	$1,000 to $2,000	As Incurred	As Incurred	Attorneys; Accountants; Consultants
Additional Funds – (9 months) (Note 12)	$112,300 to $118,500	As Incurred	As Incurred	Employees; Suppliers; Lessor; Utilities
TOTAL (Note 13)	$209,000 to $239,000			

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ESTIMATED INVESTMENTS FOR A BRANCH OFFICE

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Branch Office Fee (Note 14)	$3,000	Lump Sum	Upon Signing the Branch Office Addendum	Us
Lease and Deposit (Note 2)	$500 to $2,000	As Incurred	As Arranged	Lessor
Leasehold Improvements (Note 3)	$500 to $10,000	As Incurred	As Arranged	Lessor; Contractor
Utility Deposits	$500 to $1,000	As Incurred	As Incurred	Utilities
Office Supplies (Note 5)	$250 to $500	As Incurred	As Incurred	Suppliers
Office Equipment (Note 6)	$1,500 to $3,000	As Incurred	As Incurred	Suppliers
Computer System & Required Software (Note 7)	$3,000 to $10,000	As Incurred	As Incurred	Suppliers
Furniture and Fixture (Note 8)	$1,000 to $3,000	As Incurred	As Incurred	Suppliers
Signs (Note 9)	$2,000 to $3,000	As Incurred	As Incurred	Suppliers
Insurance (Note 10)	$250 to $1,000	As Incurred	As Incurred	EPIC or other Insurance Agents or Carriers
Professional Service Fees (Note 11)	$250 to $750	As Incurred	As Incurred	Attorneys; Accountants; Consultants
Additional Funds – (9 months) (Note 12)	$20,000 to $30,000	As Incurred	As Incurred	Employees; Suppliers; Lessor; Utilities
TOTAL (Note 13)	$32,750 to $67,250			

ESTIMATED INVESTMENTS FOR AN TERRITORY DEVELOPMENT MODEL

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (Note 1)	$96,000	Lump Sum	Upon Signing	Us
Lease and Deposit (Note 2)	$4,400 to $4,600	As Incurred	As Arranged	Lessor
Leasehold Improvements (Note 3)	$4,000 to $5,000	As Incurred	As Arranged	Lessor; Contractors

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Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Utility Deposits	$200 to $600	As Incurred	As Arranged	Utilities
Training Costs (Note 4)	$10,000 to $25,000	As Incurred	As Incurred	Third Parties
Office Supplies (Note 5)	$500 to $600	As Incurred	As Incurred	Suppliers
Office Equipment (Note 6)	$7,200 to $7,500	As Incurred	As Incurred	Suppliers
Computer System Hardware (Note 7)	$17,000 to $20,500	As Incurred	As Incurred	Us; Suppliers
Furniture and Fixture (Note 8)	$9,000 to $10,100	As Incurred	As Incurred	Suppliers
Signs (Note 9)	$3,000 to $4,000	As Incurred	As Incurred	Suppliers
Insurance (Note 10)	$400 to $600	As Incurred	As Incurred	EPIC or other Insurance Agents or Carriers
Professional Service Fees (Note 11)	$1,000 to $2,000	As Incurred	As Incurred	Attorneys; Accountants; Consultants
Additional Funds – (9 months) (Note 12)	$112,300 to $118,500	As Incurred	As Incurred	Employees; Suppliers; Lessor; Utilities
TOTAL (Note 13)	$265,000 to $295,000			

Notes to Item 7 Chart:

Please read the following notes together with the chart above.

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

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

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

1. INITIAL FRANCHISE FEE. The Initial Franchise Fee is $40,000 and is paid when You sign the Franchise Agreement. If You enter into the Territory Development Addendum with Us, Your Initial Franchise Fee is $96,000. We may offer discounts to qualified

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veterans, or qualified franchisees who are opening additional Express Employment Professionals Businesses. Please see Item 5 for details. The initial franchise fee is not refundable, except (1) for new franchisees awarded new Territories under the New Franchisee Incentive Program, $25,000 of the initial franchise fee is refundable; and (2) for qualified staffing industry employees that participate in the IPP, half of the initial franchise fee is refundable upon completion of initial training and the remaining half is refundable upon the satisfaction of certain requirements established by Us from time to time. Currently, the requirements include billing 16 or more clients in a single week or generating $60,000 in Gross Margin in the first 26 weeks of the franchisee's operation of its Express Employment Professionals Business.

2. LEASE AND DEPOSIT. You must establish and maintain an office within Your Territory from which to conduct the Express Employment Professionals Business. You must maintain the office in a safe, orderly, and clean state, presenting a businesslike appearance, and keep it properly staffed, furnished, and identified as an Express Employment Professionals office. The office must be located in a place suitable for interviewing Associates and candidates and for meeting the general public and customers. Any deviation from the suggested interior layout and design provided to You by Us for establishing Your new business must be approved in advance in writing. We expect that You will need approximately 1,000 to 1,500 square feet for the office for the Traditional Model and approximately 1,200 to 1,500 square feet for the Professional Staffing Model. Lease costs will vary with the real estate costs in each market. We estimate that Your lease costs will be between $23/square foot and $28/square foot per year for the Traditional Model and between $45/square foot and $55/square foot per year for the Professional Staffing Model. The estimates included in the chart are for one month's rent.

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

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

3. LEASEHOLD IMPROVEMENTS. Leasehold improvements will vary with many factors, including the size and conditions of the premises. Financing may be available through lessors or third parties. If You finance, You will incur financing costs.

4. TRAINING COSTS. "Training Costs" include the costs You will incur when You and/or Your employees attend Our initial training program, the salaries of Your employees before the Express Employment Professionals Business opens. We will provide initial training program of up to 1 week in Oklahoma City, OK, and 2 weeks at Your office location or another location as We designate, to train You to operate the Express Employment Professionals Business. We will pay the cost of transportation and lodging while You are in attendance at the classroom training in Oklahoma City, Oklahoma, and if applicable Your field training designation, for a maximum of 2 people. Meals, incidental expenses, and any changes made to transportation plans are Your responsibility.

5. OFFICE SUPPLIES. The estimates for this line item reflect the costs of various office supplies You will need in connection with the operation of the Express Employment

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Professionals Business, including paper, business cards, stationery, envelopes, etc. The estimates included in the chart are for Your initial setup.

6. OFFICE EQUIPMENT. Equipment costs include costs of various office equipment You will need to operate the Express Employment Professionals Business.

7. COMPUTER SYSTEM AND REQUIRED SOFTWARE. You must incur the costs of obtaining and installing the Computer System and Required Software as We specify. In 2019, 65% of our new franchisees financed the purchase of the computer system and software through Us. The average monthly expense, principal and interest, was $520.89, combined Traditional Model and Professional Staffing Model offices. For further details, please refer to Item 11, under the subheading "Computer System and Required Software."

8. FURNITURE AND FIXTURE. The estimate is for the furniture and fixtures You will need to operate the Express Employment Professionals Business, such as: desks, chairs, file cabinets, etc.

9. SIGNS. You must purchase and display a sign which complies with Our specifications, if sign rights can be secured at Your approved location. All signs on doors, windows, or walls must conform to Our regulations. The cost of signs will vary from location to location depending on lease requirements, ordinances and restrictions, competition, and related factors. Signage will include interior and exterior signs.

10. INSURANCE. This is an estimate of Your initial insurance premium for required insurance. You must acquire and maintain in effect insurance of the types and in at least the amounts which may be prescribed in the Manual, and disability insurance if required by applicable law. For further details, please see Item 8, under the subheading "Insurance."

11. PROFESSIONAL SERVICE FEES. We believe that it is important for You to consult with Your own accountant, attorney, risk management and/or business advisor before making any decision to enter into a Franchise Agreement with Us. You should also use an attorney or other business advisor to review any lease or other agreements that You enter in connection with Your Express Employment Professionals Business or other independent business relationship.

12. ADDITIONAL FUNDS. You will need additional capital to support on-going expenses, such as payroll and utilities, insurance, lease, licenses, supplies, and miscellaneous expenses. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business, which We estimate to be 9 months.

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

13. TOTAL. In compiling this chart, we relied on Our experience in the employee service business and information from Our franchisees. The figures in the chart and the

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explanatory notes are only estimates. Your actual costs may vary considerably, depending, for example, on factors such as: local economic conditions; the local market; the prevailing wage rate; competition; the sales level achieved during the initial period of operation; and Your management and training experience, skill, and business acumen. Additional operating expenses will be incurred in connection with the ongoing operation of Your Express Employment Professionals Business and periodic reinvestment will be necessary following the initial start-up phase for leasehold improvements, equipment, fixtures, and other assets.

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

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

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

ITEM 8
RESTRICTION ON SOURCES OF PRODUCTS AND SERVICE

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

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

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

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

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When considering whether to approve any particular possible supplier, We will consider (among others) the following factors: whether the supplier can show, to Our reasonable satisfaction, the ability to meet Our then-current standards and specifications; whether the supplier has adequate quality controls and capacity to supply the system's needs promptly and reliably; and whether the supplier's approval would enable the System, in Our sole opinion, to take advantage of marketplace efficiencies and volume pricing. We will make Our criteria for supplier approval available to You upon request. We do not charge a fee for reviewing potential suppliers, and will typically notify You of Our approval or disapproval within 45 days after We receive the complete information that we require. We reserve the right, at Our option, to revoke our approval if the item or supplier does not continue to meet any of Our then current criteria.

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

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

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

Revenue Based on Franchisee Purchases

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

Background Checks

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

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Computer System and Required Software

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

Advertising

We will provide marketing and advertising materials and special campaigns and promotional programs as may be developed by Us and deemed to be helpful for Your Express Employment Professionals Business. One of Our affiliates, Robyn, Inc., is a supplier of promotional items and printed materials to Our franchisees. Please see Item 11 for further details on "Advertising."

Insurance

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

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

- Property Insurance: Replacement Cost value with Personal Property "special form" coverage. If You are in a flood zone, You must have flood insurance. Note: Insure furniture, equipment and software upon delivery.

- Liability Insurance: Commercial General Liability coverage with limits of $1,000,000 for bodily injury and property damage, including employees' non-owned automobile liability, arising from Franchise employees' vehicles.

- Fidelity/Crime Bond: $5,000 for theft, disappearance, and destruction on the franchise premises; $5,000 for theft, disappearance, and destruction off the franchise premises; $5,000 employee blanket dishonesty, covering dishonest acts committed by franchise employees. The deductible for each loss under the above coverage must be no greater than $1,000.

- Workers' Compensation and Employers' Liability: As required by state statute (for franchise staff personnel).

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

Workers' Compensation Insurance for Associates

The premium for the Workers' Compensation Insurance is determined by Your Express Employment Professionals Business's Workers' Compensation modifier, which in turn depends

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on the claim history of Your Express Employment Professionals Business. The claim history may be affected by Your daily decisions in selecting clients and their types of business.

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

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

Telephone

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

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

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

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

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

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

ITEM 10
FINANCING

Financing Under the BTO Program

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

Summary of Financing Offered (Note 1)

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

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Notes:

1. This table and the accompanying notes summarize the terms of the financing We provided under the BTO Program. Please read the BTO Program Addendum or Resale BTO Program Addendum (Exhibit B-1) for a full description of the terms and conditions.

2. We have the sole discretion to decide whether or not We will permit You to participate in the BTO program, and the amount We will finance.

    a. New Franchise Territory - We will finance up to $250,000 to cover the initial investment (excluding franchise fees) and operating capital.

    b. Resale Territory - We will finance up to $450,000. The initial advance made by Us will not exceed Two Hundred Thousand Dollars ($200,000.00) and may be used solely for purposes of Your acquisition of an Express Employment Professionals franchise business.

3. If You finance through Us and sign the Promissory Note, We will charge an annual interest rate of up to 2% over the Prime Lending Rate on the date closest to the signing of the Promissory Note. The Prime Lending Rate is subject to change, and so is Our APR charged. On March 4, 2020, the Prime Lending Rate was 4.25%.

4. During the first 18 months of operation of the Express Employment Professionals Business, We will deduct, as provided in the Revolving Loan Agreement, interest only monthly payments from Your portion of the Gross Margin due You. You will pay Us the remaining balance if Your portion of the Gross Margin of the month is not sufficient to cover the monthly payment. At maturity of the Revolving Loan Agreement, We may refinance the balance with a fully amortizing Term Loan Agreement for a term of 24, 30 or 36 months at Our discretion. We will deduct principal and accrued interest, based on the amortization schedule provided with the Term Loan Agreement, from Your portion of the Gross Margin due You. The interest rate will vary based on the length of term. The interest rate will not exceed the Prime Lending Rate +2%. You will pay Us the remaining balance if Your portion of the Gross Margin of the month is not sufficient to cover the monthly payment.

5. You have the right to prepay the full amount of the remaining balance of the Promissory Note prior to the due date. There is no prepayment penalty.

6. The property subject to the security interest (**"Collateral"**) is as follows: All of Your accounts (including contract rights) notes, securities and other instruments, Your portion of Gross Margin, Your portion of Gross Receipts, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; all of Your inventory, equipment, supplies, and all goods and other tangible personal property; all property of the types described here, or similar types, that may be acquired by You after signing the promissory note, including all accessions, parts, additions, and replacements; and all proceeds of the sale or other disposition of any of the Collateral.

7. If You default under the Promissory Note, You will pay Us costs of collection, including reasonable attorney's fees, whether or not a lawsuit is commenced as part of the collection process.

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8. You waive presentment for payment, protest, notice of protest and nonpayment of the Promissory Note.

9. We may assign Your Promissory Note to a third party who may be immune under the law to any defenses to payment You may have against Us. Up to the date of this Disclosure Document, We have not sold or otherwise assigned the Promissory Notes from Our franchisees, and do not plan to do so.

Financing for Purchase of the Computer System

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

Summary of Financing Offered (Note 1)

Down Payment Required	$0
Percentage Financed	Up to 100% of the purchase price (Note 2)
Term (Years)	3 (Note 4)
APR	National Prime Lending Rate + 2% (Note 5)
Installments (monthly)	36 months (Note 4)
Prepay Penalty	None (Note 7)
Security Required	Promissory Note (Note 8)
Default & Consequences	Acceleration of loan; Cost of collection (including attorney's fees); Termination of Franchise Agreement. (Note 9)

Notes:

1. This table and the accompanying notes summarize the terms of the Promissory Note. Please read the Promissory Note (Exhibit C) for a full description of the terms and conditions.

2. We have the sole discretion to decide whether or not We will provide financing to You, and the amount We will finance. We may, but are not obligated to, provide financing up to the full amount of the purchase price for the Computer System or Computer System Upgrades. As of March 9, 2020, the price of the required Computer System if purchased through Us is approximately $15,255 for the Traditional Model and $18,680 for the Professional Staffing Model. All prices of the Computer System are subject to change without prior notice.

3. You may, at Your discretion, order through Us additional equipment than the required Computer System listed below (see Item 11). However, the additional equipment must be paid for at the time of purchase and will not be financed through Us. Equipment You purchase on Your own, for Your personal or business use, will not be given access to the Express Data Network (EDN).

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4. The term of the financing arrangement will be 3 years.

5. If You finance through Us and sign the Promissory Note, We will charge an annual interest rate of 2% over the National Prime Lending Rate on the date closest to the signing of the Promissory Note. The National Prime Lending Rate is subject to change, and so is Our APR charged. On March 4, 2020, the National Prime Lending Rate was 4.25%.

6. The principal and the accrued interest will be payable in 36 equal monthly installments. We will deduct such monthly payments from Your portion of the Gross Margin due You. If the balance of Your portion of the Gross Margin of the month is not sufficient to cover the monthly payment, You will immediately pay Us the difference upon receipt of Our written notice.

7. You have the right to prepay the full amount of the remaining balance of the Promissory Note prior to the due date. There is no prepayment penalty.

8. We will be the lender, and You will be required to sign a Promissory Note. If You are a corporation, partnership, limited liability company, or limited liability partnership, We will require all owners, shareholders, partners, or members, who have a direct or indirect beneficial interest of more than 5%, to personally sign the Promissory Note.

9. The Promissory Note and other obligations of You to Us will become immediately due, without notice or demand, upon the occurrence of following events:

   a. any payment required by the Note or any other note or obligation of You to Us or to others is not made when due;

   b. any default occurs in the performance of any covenant, obligation, warranty or provision contained in the Note or any other note, commitment or obligation of You to Us, including without limitation, the Franchise Agreement;

   c. any warranty, representation, financial information or statement made or furnished to Us by You or on Your behalf proves to have been false in any material respect when made or furnished;

   d. any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law is commenced in respect to You;

   e. The termination of Your Franchise Agreement with Us.

9. If You default under the Promissory Note, You will pay Us costs of collection, including reasonable attorney's fees, whether or not a lawsuit is commenced as part of the collection process.

10. You waive presentment for payment, protest, notice of protest and nonpayment of the Promissory Note.

11. We may assign Your Promissory Note to a third party who may be immune under the law to any defenses to payment You may have against Us. Up to the date of this Disclosure Document, We have not sold or otherwise assigned the Promissory Notes from Our franchisees, and do not plan to do so.

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

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

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

A. PRE-OPENING OBLIGATIONS

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

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

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

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

4. We will arrange for insurance coverage as set out in the Manual, except if You are an Opt-out Franchisee, You will be responsible for arranging the Workers' Compensation Insurance. (Franchise Agreement, Section 4.1(b); Payroll Addendum, Section 1.1.)

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

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

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

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

B. **CONTINUING OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

10. We will indemnify and hold You harmless for losses, expenses, and claims in connection with or arising out of injury or alleged injury or personal injury to any person, or damage or alleged damage to property of others resulting from or associated with the

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activities of the Associates in the course of their employment, if the policies and procedures in the Manual applicable to the hiring and placement of Associates are followed by You, except if You are an Opt-out Franchisee. (Franchise Agreement, Section 4.1(n).)

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

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

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

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

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

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

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

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

Advertising

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

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

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

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

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

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

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

The Fund and all earnings shall be used exclusively to provide the Advertising Reimbursement and to meet any and all costs of maintaining, administering, directing and preparing advertising. All sums paid by You to the Fund shall be maintained in a separate account from Our funds and shall not be used to defray any of Our general operating expenses, except for reasonable administrative costs and overhead, if any, as We may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for You, including conducting market research, preparing marketing and advertising materials, and collecting and accounting for assessments for the Fund; and the Fund and its earnings shall not inure to Our benefit. The Fund will not be used for advertising that is principally a solicitation for the sale of Franchises.

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

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We do not intend to operate company-owned locations, but if We do, they will be required to contribute to the Fund on the same basis upon which similarly-stated franchisees contribute to the Fund. During the last fiscal year (2019), the Fund spent 3.39% of its income on Public Relations Promotions ($196,898), 93.69% on Media Placement ($5,449,710), 2.90% on Advertising Production ($168,598), and 0.03% for general and administrative expenses ($1,572). Any funds not expended in the year they were collected will be carried forward to the next year and be placed in the Funds budget. You may obtain an accounting for the above Fund by submitting a request for a copy of the annual accounting to Our Chief Financial Officer. The Fund is not subject to an independent audit.

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

We do not have a franchisee advertising council.

Computer System and Required Software

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

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

You must install and use the Computer System and Required Software. You will implement and periodically make upgrades and other changes to the Computer System and Required Software as We may reasonably request in writing (collectively, "**Computer System Upgrades**"). Upgrades to the Computer System and Required Software will be based on technological advances and Our business needs. You will be required to maintain a manufacturer's maintenance agreement on the Computer System while the Computer System is in service. You will comply with all specifications issued by Us with respect to the Computer System and the Required Software, and with respect to Computer System Upgrades. You will

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also afford Us unimpeded access to Your Computer System and Required Software as We may request, in the manner, form, and at the times requested by Us.

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

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

Computer System

- 1 server (must be under a manufacturer's warranty)
- 5 workstations (2 for testing/self-service) (Expanded Model – up to 7 workstations)
- Standard dual monitors for all workstations except testing
- 1 laser printer (can be an approved and tested MFP-copy/fax/scan)
- 1 check printer
- 1 battery backup (UPS) (must replace with a server replacement as determined by Us)
- Express Data Network (Check Point Firewall; Cisco Network Switch)

Required Software

- MS Windows (for server)
- MS Windows (for workstation)
- MS Office Suite
- MS SQL
- MS Enterprise CAL
- Server data backup software
- AntiVirus Protection – Corporate Edition
- System Center Configuration Management
- Our proprietary software, including:
  - QUEST (Quality Utilizing Express Systems Technology) - (an Associate and candidate inventory database for matching a client's needs with the skill level of available Associates and full time candidates) – Current Version;
  - Express Selection Process Clerical Testing and Training Program (ESP) by eSkill (consisting of a computerized interactive process for computer software skills);

eSkill is located at 7 Technology Drive, Suite 1010, Chelmsford, Massachusetts 01863, telephone: (866) 537-5455.

All configuration of the Required Software must be done by Our technical support staff at no charge to You. We, or a third party retained by Us, will provide some or all of the service and support of the Computer System, the Required Software, and the network of the

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franchise system. You are required to pay Us a monthly maintenance charge, which currently is $385 per month for Monthly Communications Fee. In addition, You are required to pay for the maintenance of the ESP Testing Program, which currently is $41.67/month. Microsoft Software: Server - $64.32/month; User - $26.52/month/user; Test Workstation - $8.28/month/workstation (subject to change upon contract renewal).

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

Intranet

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

We may establish an Intranet (but are not required to do so or to maintain an Extranet). If We do establish an Intranet, then You will comply with Our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Intranet, and utilizing the Intranet in connection with the operation of the Franchise. The Intranet may include, without limitation, the Manual, training or other assistance materials, and management reporting solutions (both upstream and downstream, as We may direct). You will purchase and maintain such computer software and hardware (including telecommunications capacity) as may be required to connect to and utilize the Extranet.

Opening

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

Training

We will provide, and You must attend, an initial training program of up to 1 week in Oklahoma City, OK, and 2 weeks in Your Franchise office (or at a designated site for field

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

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

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

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

You shall not be required to attend, and We shall not be required to provide, additional training for operation of the Branch Office, Recruiting Station or additional Franchises under the Territory Development Addendum (or the franchise agreements We enter into in connection with the Territory Development Addendum), but You will be responsible to train Your employees for the operation of the Branch Office, Recruiting Station and the additional Franchises.

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

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

Art Atkinson, Express University Vice President, supervises the training programs. He has worked in the industry in Oklahoma City and has been with Us since Our inception in 1983. Atkinson began work on the direct hire clerical support placement desk where he was the company's number one producer for 3 consecutive years. Later on, he managed other producers in the areas of direct hire and professional search, at the same time continuing his own efforts. Atkinson holds a Certified Personnel Consultant designation from the National Association of Personnel Services. He is also a member of the American Society for Training and Development.

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Suzy Gammill, Training Director, is responsible for training new franchisees, franchise staff members, regional representatives and regional developers. Ms. Gammill holds a critical industry designation, the Certified Staffing Professional (CSP) sanctioned by the American Staffing Association. Ms. Gammill joined Us in 1987 after graduating with a BS in Business Management with her focus being Personnel Management. She has an extensive background in all aspects of the personnel business from inside sales to outside sales. Those duties promoted her to Regional Manager in the Oklahoma City area where in addition she functioned as auditor and regional trainer. She became a Training Director in May of 1999.

Karen Gilbert, Training Director, is responsible for training new franchisees regional representatives and regional developers. Ms. Gilbert graduated with a BA in Communications from the University of Oklahoma and is a member of the American Society for Training and Development (ASTD). She has 17 years of experience in the staffing industry. She has an extensive background in the areas of operations, sales, and leadership within the organization. Karen joined Us in April 2005. Prior to that, she worked as a branch manager for Olsten Staffing Services in Oklahoma City, OK from 2000 to 2005.

Adam Thomas, Training Director, is responsible for training new franchisees and franchise staff members. He graduated with a BA in Theology and is a member of the American Society for Training and Development (ASTD). Mr. Thomas' joined Us as a Training Director in January 2014. Prior to that, he was employed by Our franchisee in Tulsa, OK from July 2006 to January 2014. His personnel experience includes holding the positions of inside sales, outside sales, branch manager, and Regional Trainer.

Matt Tibbetts, Training Director, is responsible for training new franchisees and franchise staff members. Over the past decade, Matt has specialized in Sales, Training, and Development for several organizations ranging from global operations to local, small businesses. He is a member of the Association for Talent Development. Mr. Tibbetts joined Express in 2014 as an Employment Specialist. He quickly promoted to the Director of Administrative Services and then Sales & Training Coordinator within a local Express office. In 2019, he joined Express University as a Training Director.

John Thomas, CSP, CSC, CTS is the Central Zone Professional Staffing Field Consultant & National Recruiting Center Manager for Express Employment Professionals. Mr. Thomas has more than 30 years of professional staffing experience and joined Us in 2010. John has extensive experience in contract, temporary and professional search.

Below are the Training Agenda and Training Program:

TRAINING AGENDA	
TEMPORARY STAFFING	Up to 3 weeks
Inside Sales	
Outside Sales	
Business Management	
On the job training	
DIRECT HIRE	Up to 4 days

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TRAINING PROGRAM – Traditional Model

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

TRAINING PROGRAM – Professional Staffing Model and Direct Hire Services

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

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

Manual

You agree to operate the Express Employment Professionals Business in strict compliance with the systems, procedures, methods, policies and requirements prescribed in the Manual. We will make available to You one copy of the Manual. Upon the expiration or

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termination of the Agreement, You must return the Manual to Us. The Manual, as revised, will remain Our property at all times. You agree to ensure that Your copy of the Manual is current and up to date. The term "Manual" shall mean all manuals, guides, policies, procedures, and written communications and directives from Us related to Your franchise and includes but is not limited to the following:

- The Expressway Manual – A handbook that provides You with step-by-step instructions and checklists to opening Your new office from the time You sign the Agreement through the first week You actually open Your office.

- The Sales and Operating Manual – A manual that contains Our policies and procedures about the three key elements of the Express system, including information about how to sell, recruit and service clients to operate an Express Employment Professionals Business.

- The Owner's Only Manual - Details key Express administrative policies and provides detailed information about operating an Express Employment Professionals Business.

- The Brand Guide

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

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

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

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

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

ITEM 12
TERRITORY

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

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

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

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

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

You must not market or sell to potential clients located outside Your Territory without Our written approval. You must not establish or operate a business under the Proprietary Marks in a different or additional territory, unless You enter into the Territory Development Addendum at the time You enter into the Franchise Agreement, We grant You an additional Franchise, or We amend the Franchise Agreement.

If You enter into the Territory Development Addendum with Us, You will, subject to the terms and conditions of the Territory Development Addendum, have the right to develop and operate up to two additional Franchises in the Additional Territories (one Franchise in each Additional Territory). We reserve the right to approve or disapprove of Your entering into the Territory Development Addendum. Moreover, for Us to grant You any such approval, You must demonstrate to Our reasonable satisfaction that You have at least: (a) $600,000 in cash or cash equivalents and (b) $1,000,000 in net assets. Further, We may terminate the Territory Development Addendum if You fail to meet the development schedule or otherwise default under any provision of the Territory Development Addendum or any franchise agreement between You and Us.

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

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

(1) To establish franchised or company-owned outlets, under the Proprietary Marks or otherwise, outside Your Territory.

(2) To establish franchised or company-owned outlets, within Your Territory, so long as the services being provided are not personnel placement services, but are other services (such as recordkeeping, payroll services or accounting); or to enter into other arrangements with third parties in order to provide such services.

(3) To establish franchised or company-owned businesses, within the boundary line of Your Territory, using the Proprietary Marks or otherwise, that provide Temporary Staffing Services and Direct Hire Services, in each case, for Professionals; provided, however, that We will establish or franchise a business using the Proprietary Marks or otherwise, that provides Temporary Staffing Services and Direct Hire Services for Professionals only if You do not timely exercise Your rights to the SRG Services within the SRG Option Period, or fail to meet the SRG Services performance requirements set forth in the franchise agreement, or otherwise notify Us in writing of Your waiver of Your right to perform the SRG Services.

(4) Within or outside Your Territory, to develop additional or different personnel placement services, or to develop an application of personnel placement services for particular categories of clients, and incorporate such services or such applications into the Express Employment Professionals business being granted to You by the Franchise Agreement, subject to the terms and conditions which are made applicable to those new services or applications at the time of their introduction; or to develop a new franchise or license for such new service; provided, however, that We will not offer to issue said franchise or license within Your Territory unless We have previously offered it to You and You have rejected it; or not accepted it within 90 days of Our offer.

(4) To purchase, merge, acquire or be acquired by an existing personnel service or any other business, and to operate, franchise or license those businesses outside Your Territory operating under the Proprietary Marks or any other marks following the purchase, merger, acquisition or affiliation.

(5) To negotiate national contracts with certain customers. If We do, and You participate in these programs, You will be required to charge such customers in accordance with the rates set forth in those contracts.

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

Except as described above under the Territory Development Addendum, You do not have the right to establish additional Franchises and You will not receive any options, rights of first refusal, or similar rights to acquire additional Franchises.

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

Minimum Performance Standards

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

a. Open more than 12 months but less than 24 months: a combined total of Gross Margin and Gross Receipts of at least $50,000 per fiscal quarter provided however, the minimum amount required may only include up to (but in no event exceeding) $8,500 of Your Gross Receipts.

b. Open more than 24 months but less than 36 months: a combined total of Gross Margin and Gross Receipts of at least $70,000 per fiscal quarter provided however, the minimum amount required may only include up to (but in no event exceeding) $11,900 of Your Gross Receipts.

c. Open more than 36 months: a combined total of Gross Margin and Gross Receipts of at least $118,750 per fiscal quarter provided however, the minimum amount required may only include up to (but in no event exceeding) $20,000 of Your Gross Receipts.

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

In addition, once You have exercised Your right to perform the SRG Services, You must be consistently averaging a minimum of $10,000 in Gross Margin weekly solely attributable to Your SRG Services no later than 24 months following Your entry into the then-current SRG Services training system. If You do not maintain the minimum Gross Margin, we

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may terminate all rights to the SRG Services portion of Your Franchise. Thereafter, we will have the right to perform or re-sell to a third party the SRG Services within Your Territory without compensation to You.

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

ITEM 13
TRADEMARKS

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

TRADEMARK	Registration Number	Registration Date
EXPRESS	1647022	06-04-91
EXPRESS EMPLOYMENT PROFESSIONALS (Block Letters)	3521806	10-21-08
STYLIZED "X"	3517960	10-14-08
RESPECTING PEOPLE. IMPACTING BUSINESS. (Tag Line)	3513595	10-07-08
EXPRESS with stylized "X"	3886624	12-11-07
EXPRESS EMPLOYMENT PROFESSIONALS with stylized "X"	3890464	12-14-10

Alamo does not have federal registrations for certain principal marks. Therefore, these principal marks do not have many legal benefits and rights as a federally registered trademark. If Our right to use the trademark is challenged, You may have to change to an alternative trademark, which may increase Your expenses.

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

Through a license agreement with Alamo (the "**TM Agreement**"), We hold an exclusive license to use, and to license others to use, the Proprietary Marks in the manner contemplated by the Franchise Agreement. The TM Agreement has a term of one year, and will be automatically renewed for continuous and consecutive one-year terms, so long as We

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comply with all of the terms and conditions of the TM Agreement. Alamo and We do not intend to terminate the TM Agreement, unless the Proprietary Marks are transferred to Us or one of Our affiliates with whom We will enter into a trademark license agreement. Other than the TM Agreement, there is no agreement in effect which significantly limits Our rights to use or license the Proprietary Marks in any state in a manner material to the franchisee, and We know of no superior rights or infringing uses that could materially affect Your use of the Proprietary Marks in any state.

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

1. You will not register or attempt to register any part of them as any part of Your company or corporate name, or that of any other person, firm or corporation.

2. You will use the Proprietary Marks only for the operation of the Franchise and, except as explicitly permitted by Us in writing, only in connection with offices located within Your Territory.

3. You will not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Us.

4. You will comply with Our instructions in filing and maintaining any requisite trade name or fictitious name registrations, and will execute any documents deemed necessary by Us to obtain protection for the Proprietary Marks or maintain their continued validity and enforceability.

5. If You secure any rights whatever, in any jurisdiction, to any Proprietary Mark, You will immediately notify Us and, upon written request, will immediately assign all Your right, title and interest thereto to Us.

6. You will affix the Proprietary Marks on the office, signs, stationery, advertising, sales/promotional material and other items in the fashion We designate in the Manual or otherwise. You will display the Proprietary Marks, trade names and trademarks, insignia, logos, slogans and service marks pursuant to the requirements set forth in the Manual. You may not use any trade names and trademarks, insignia, logos, slogans or service marks, other than the Proprietary Marks, in connection with Your Franchise without Our advance written approval.

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

1. To use the Proprietary Marks in connection with selling products and services;

2. To grant other franchises for the trade names and trademarks, in addition to those already granted to existing franchisees;

3. To require You sign any certificate, consent, release or other instrument that may be necessary or desirable for Us or any of Our franchisees to utilize the Proprietary Marks, or any other names, trade names and trademarks, insignia, logos, slogans and service marks that was furnished or approved by Us for the operation of offices outside Your Territory; and

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4. To control and approve Your domain names, URLs, and electronic addresses.

You will promptly notify Us of any unauthorized use of the Proprietary Marks or marks that may be similar or infringing, as well as any challenge to the Proprietary Marks. You acknowledge that We have the sole right to direct and control any administrative proceedings or litigation involving the ownership or validity of the Proprietary rights, including any settlement thereof. Pursuant to the Franchise Agreement, We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. If We undertake the defense or prosecution of any litigation relating to the Proprietary Marks, You will agree to execute any and all documents and to do such acts and things as may, in Our opinion, be necessary to carry out such defense or prosecution, including becoming a nominal party to any legal action.

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

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

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

Copyrights

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

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

Confidential Information

Except for the purpose of operating the Express Employment Professionals Business under the Franchise Agreement, You may never (during Franchise Agreement's term or later) communicate, disclose, or use for any person's benefit any of the Manual, methods, standards, procedures, policies, techniques, materials, know-how, research, training programs, client lists, associate lists, applicant lists, financial information, and all other trade

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secrets and confidential information concerning the operation of the Express Employment Professionals Business that may be communicated to You or that You may learn by virtue of Your operation of an Express Employment Professionals Business (the "**Confidential Information**"). Confidential Information also includes the Express Services Data.

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

Manual

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

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

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

Refinements

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

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

You will develop and manage Your business and implement Our programs within Your Territory. You (or the principal member, shareholder, or stockholder if a corporation, LLC, or partnership) must actively be involved in the day-to-day operation of the business. You agree to employ at all times a staff of employees in compliance with Our minimum staffing

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requirements as contained in the Manual as revised and updated. Currently, the Manual requires a minimum of three internal staff members: a Sales Representative, a Staffing Consultant, and a Front Office Coordinator.

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

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

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

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

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

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

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

- only offer or conduct services authorized by the Franchise Agreement;
- offer and conduct all services required to be offered or provided under the Franchise Agreement;

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- develop, in good faith, all of Our services to the greatest extent possible. You agree to solicit available firms within Your Territory and furnish them with qualified Associates on Our payroll as orders from firms are received and as We may direct. You also agree to furnish to Us all necessary billing information, sales, use, franchise, and other similar tax information (including the type of services provided by the Associates, the location (including the state, county, and city) at which the services are provided, the relevant tax authority, and a detailed calculation of the applicable sales, use, franchise, or other tax), and payroll information. You additionally agree to maintain records as may be required and directed by Us on forms provided by Us for those and other purposes;

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

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

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

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

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

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

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

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ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in the Franchise Agreement	Summary
a. Length of the franchise term	Section 3.1.	Term is 5 years.
b. Renewal or extension of the term	Section 3.2.	The renewal term will be 5 years. At the end of any renewal term, You may renew for another renewal term.
c. Requirements for franchisee to renew or extend	Section 3.2.	You right to renew is subject to the following preconditions: written notice; substantial compliance with the Franchise Agreement; satisfaction of monetary obligations; execution of then-current form of Franchise Agreement (which may contain materially different terms and conditions); completion of the re-training or refresher training; conforming to then-current plans and specifications for new or remodeled locations; and execution of a general release.
d. Termination by franchisee	Section 15.1 and 15.2.	If the continuance of the business contemplated by the Franchise Agreement is untenable because of labor union activity; present or future legislative enactments, or regulations or interpretations; or the actions of any civil or military authority; acts of God, war, terrorism or civil disorders, or any similar circumstances, either party shall have the option to terminate upon 30 days' notice to the other party. You may also terminate before We sign the Franchise Agreement or upon Our written consent.

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Provision	Section in the Franchise Agreement	Summary
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 15.1 and 15.3.	If the continuance of the business contemplated by the Franchise Agreement is untenable because of labor union activity; present or future legislative enactments, or regulations or interpretations; or the actions of any civil or military authority; acts of God, war, terrorism or civil disorders, or any similar circumstances, either party shall have the option to terminate upon 30 days' notice to the other party. We can also terminate upon Your default under the Franchise Agreement, bankruptcy, abandonment, and other grounds; see Section 15.3 of the Franchise Agreement. Under the U.S. Bankruptcy Code, We may be unable to terminate the agreement merely because You make a bankruptcy filing.
g. "Cause" defined – curable defaults	Sections 15.3(b) and 15.3(c).	All defaults not specified in Sections 15.3(a).; sending Associates to client business locations in another franchisee's territory, or failure to comply with law, transfer client accounts or Associates, pay amounts due to Us, submit reports to Us, acquire insurance, or comply with any other provision of the Franchise Agreement. Cure periods are either 10 days, 30 days, or a longer period if required by applicable law.

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Provision	Section in the Franchise Agreement	Summary
h. "Cause" defined – non-curable defaults	Sections 15.3(a).	Conviction of felony; abandonment, failure to continuously operation or closure of the *franchise;* willful misrepresentation; failure to remit the clients' payments to Us within 24 hours of receipt or submittal of false or fictitious client or employee account; failure to comply with laws applicable to the Express Employment Professionals Business for 10 days; repetition of any cured default; transfer or assignment of the franchise in violation of the Franchise Agreement; disclosure or use Our proprietary information or trade secrets in violation of the Franchise Agreement; failure to obtain, maintain or renew any required license or permit; and bankruptcy.

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

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Provision	Section in the Franchise Agreement	Summary
m. Conditions for franchisor approval of transfer	Section 14.4, 14.5, and 14.6	We impose conditions for approving transfers to: (1) a corporation or limited liability company in which You own more than 51%; (2) Your spouse or adult children; and (3) third parties. We may charge a transfer fee for certain transfers.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.6(a).	We can match any offer for Express Employment Professionals Business or interest in the Franchisee.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability	Sections 14.8, 14.9 and 14.1	Interest in the Express Employment Professionals Business must be transferred to Your spouse, or Your adult children, or a third party, within 12 months after Your death. We may also require interest in the Express Employment Professionals Business to be transferred to Your spouse, or Your adult children, or a third party, upon Your permanent disability, within 6 months after Our notice to You. If You are absent or incapacitated by reason of death or permanent disability, We are authorized to operate the Express Employment Professionals Business for as long as We deem necessary and practical.
q. Non-competition covenants during the term of the franchise	Section 17.1 and 17.2	During the term of the Agreement and for 24 months after termination, You shall not engage in any business competitive with Ours or solicit or divert business from a current or former client or franchisee of Ours.

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Provision	Section in the Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 17.1 and 17.2.	During the term of the Agreement and for 24 months after termination, You shall not engage in any business competitive with Ours or solicit or divert business from a current or former client or franchisee of Ours
s. Modification of the agreement	Section 19.7	Must be in writing signed by the parties to this Agreement.
t. Integration/merger clause	Section 19.11	The Franchise Agreement and all ancillary agreements executed contemporaneously with the Franchise Agreement constitute the entire agreement between You and Us, subject to the Our disclosures in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 18.11	Any dispute, controversy, or claim arising out of or related to the Franchise Agreement may be submitted by either party to any mutually agreed to mediation service for mediation.
v. Choice of forum	Section 18.6	State or federal courts in Oklahoma
w. Choice of law.	Section 18.5	Oklahoma

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

*** In addition to the provisions noted in the chart above, the Franchise Agreement contains a number of provisions that may affect Your legal rights, including a waiver of a right to jury trial (Section 18.6), and waiver of punitive or exemplary damages (Section 18.8). We recommend that You carefully review all of these provisions, and all of the contracts as well as this Disclosure Document, with a lawyer.**

ITEM 18
PUBLIC FIGURES

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

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ITEM 19
FRANCHISE PERFORMANCE REPRESENTATIONS

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

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

Some units have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

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

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

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Table 1 – Franchise Units Opened FY 2017, 2018 or 2019 [1]

Months of Operation	Sales Average	Sales Median	Sales High	Sales Low	Gross Margin Average	Gross Margin Median	Franchisee's Portion of Gross Margin & Gross Receipts Average	Franchisee's Portion of Gross Margin & Gross Receipts Median	Hours Average	Hours Median	Units Operating for Period	Units Equaling or Exceeding Sales Average		Units Equaling or Exceeding Average Gross Margin		Units Equaling or Exceeding Franchisee's Portion of Gross Margin & Gross Receipts Average		Units Equaling or Exceeding Hours Average	
1	$6,901.92	$3,142.84	$153,926.73	$75.88	$1,386.78	$682.86	$994.09	$409.72	382.35	147.50	70	12	17%	14	20%	12	17%	11	16%
2	$23,677.71	$14,742.05	$245,001.61	$726.01	$5,002.22	$3,021.15	$3,003.00	$1,812.69	1,267.58	754.12	67	21	31%	23	34%	22	33%	21	31%
3	$40,169.60	$28,025.74	$205,022.15	$1,156.40	$8,407.96	$6,097.25	$5,212.43	$3,780.66	2,110.53	1,374.51	65	24	37%	23	35%	23	35%	22	34%
4	$58,644.28	$44,429.56	$424,671.10	$3,990.15	$12,160.19	$8,745.40	$7,479.05	$5,455.16	3,097.19	2,224.74	64	23	36%	24	38%	26	41%	25	39%
5	$71,918.37	$54,735.43	$396,057.89	$1,082.54	$14,957.61	$11,431.72	$9,251.82	$7,748.86	3,759.83	2,598.39	60	22	37%	23	38%	22	37%	25	42%
6	$83,500.84	$73,853.38	$411,671.42	$5,215.57	$17,419.69	$15,008.77	$11,270.26	$9,130.14	4,352.19	3,632.20	60	25	42%	26	43%	25	42%	25	42%
7	$94,027.50	$85,542.67	$550,212.98	$7,883.72	$19,513.83	$18,043.90	$12,638.64	$11,126.06	4,921.95	4,225.14	59	23	39%	24	41%	22	37%	23	39%
8	$104,926.94	$85,349.36	$527,319.25	$15,983.20	$21,898.54	$17,430.06	$13,957.10	$10,690.94	5,529.58	4,206.34	59	19	32%	20	34%	22	37%	21	36%
9	$112,979.67	$101,859.96	$641,746.57	$17,503.85	$23,707.08	$21,195.61	$15,491.19	$13,284.66	5,930.33	4,644.63	55	22	40%	23	42%	22	40%	23	42%
10	$121,295.44	$113,454.58	$514,280.85	$25,725.07	$25,212.34	$22,927.08	$15,976.22	$13,794.99	6,357.85	5,432.00	52	21	40%	23	44%	24	46%	18	35%
11	$132,234.23	$125,937.29	$362,159.03	$18,818.11	$27,644.35	$26,316.93	$18,168.20	$17,611.73	6,816.31	5,699.02	49	21	43%	22	45%	24	49%	19	39%
12	$136,545.54	$120,225.14	$417,907.77	$28,461.08	$29,152.22	$27,154.49	$18,388.24	$17,896.88	7,003.66	5,939.77	47	22	47%	21	45%	23	49%	20	43%
13	$146,048.97	$122,164.36	$327,293.01	$27,437.54	$30,702.09	$27,841.01	$19,225.33	$17,840.50	7,482.87	5,946.54	46	21	46%	20	43%	21	46%	19	41%
14	$166,190.02	$136,840.16	$404,826.28	$35,185.72	$35,040.59	$32,942.20	$22,317.65	$20,489.37	8,441.06	6,944.12	44	20	45%	20	45%	17	39%	18	41%
15	$173,479.79	$165,356.15	$471,663.07	$39,896.73	$36,631.98	$39,027.63	$23,258.51	$24,240.83	8,818.63	7,333.25	43	18	42%	22	51%	23	53%	18	42%
16	$184,085.18	$176,055.76	$460,565.23	$44,797.81	$38,578.72	$37,503.11	$24,110.66	$22,501.86	9,342.08	8,635.59	43	21	49%	20	47%	20	47%	16	37%
17	$190,560.40	$176,992.03	$460,019.92	$40,676.44	$40,638.30	$39,990.98	$25,790.94	$23,994.59	9,614.19	8,827.74	40	15	38%	21	53%	17	43%	16	40%
18	$177,062.40	$176,914.12	$412,895.29	$26,380.09	$38,103.94	$38,991.74	$23,924.28	$24,442.89	8,949.35	8,781.30	38	18	47%	19	50%	20	53%	18	47%
19	$183,859.36	$178,469.70	$445,244.90	$38,228.17	$39,315.99	$38,948.24	$25,140.71	$24,118.09	9,292.30	8,764.95	36	16	44%	17	47%	16	44%	16	44%
20	$182,252.01	$157,298.13	$416,275.35	$44,953.39	$38,051.41	$34,777.63	$23,840.46	$20,866.57	9,227.76	7,986.42	33	15	45%	16	48%	15	45%	15	45%
21	$173,950.33	$172,572.84	$453,603.62	$35,502.88	$35,757.39	$35,441.79	$23,087.23	$22,614.55	8,988.65	8,698.70	31	14	45%	15	48%	14	45%	13	42%
22	$187,340.67	$169,713.78	$439,686.75	$40,905.67	$38,235.46	$32,951.12	$24,854.41	$21,967.41	9,755.21	8,565.30	26	10	38%	11	42%	11	42%	10	38%
23	$169,928.73	$159,315.59	$463,886.95	$52,977.43	$34,615.82	$30,685.28	$22,185.76	$19,751.21	8,800.23	8,210.19	26	10	38%	10	38%	10	38%	13	50%
24	$179,541.47	$162,750.73	$446,066.12	$44,500.75	$36,232.43	$31,200.18	$23,346.07	$22,196.07	9,483.53	7,724.58	23	9	39%	10	43%	10	43%	10	43%

[1] Includes franchise units (1) that were open and operating on December 29, 2019, and (2) that opened during FY 2017, 2018 or 2019.

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Table 1B – Franchise Units Opened FY 2017, 2018, or 2019[2]

Units Open and Operating - First 12 Months	
Number of Units	47
Average Annual Sales	$1,027,786.87
Annual Sales Median	$840,092.95
Annual Sales High	$4,508,619.64
Annual Sales Low	$284,296.09
Number of Units Equaling or Exceeding Average Annual Sales	19
% of Units Equaling or Exceeding Average Sales	40.43%
Units Open and Operating - Second 12 Months	
Number of Units	23
Average Annual Sales	$2,040,268.89
Annual Sales Median	$1,828,073.84
Annual Sales High	$4,697,949.05
Annual Sales Low	$661,010.60
Number of Units Equaling or Exceeding Average Annual Sales	10
% of Units Equaling or Exceeding Average Sales	43.48%
Units Open and Operating - First 24 Months	
Number of Units	23
Average Annual Sales	$3,135,440.16
Annual Sales Median	$2,660,127.95
Annual Sales High	$9,206,568.69
Annual Sales Low	$987,472.20
Number of Units Equaling or Exceeding Average Annual Sales	9
% of Units Equaling or Exceeding Average Sales	39.13%

[2] Includes franchise units (1) that were open and operating on December 29, 2019; (2) that opened during FY 2017, 2018, or 2019; and (3) that were open and operating 12 months or more.

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Table 2- Franchise Units Open More Than 24 Months[3]

Units Open More than 24 Months	FY 2019	FY 2018	FY 2017
Number of Units in Survey	508	503	496
Average Annual Sales	$5,481,803	$5,688,576	$5,519,482
Annual Sales Median	$4,148,593	$4,308,988	$4,161,598
Annual Sales High	$33,101,772	$36,195,132	$35,699,152
Annual Sales Low	$666,702	$813,269	$874,162
Number of Units Equaling or Exceeding Average Annual Sales	168	172	174
% of Units Equaling or Exceeding Average Annual Sales	33.1%	34.2%	35.1%
Average Annual Gross Margin	$1,142,917	$1,185,810	$1,138,945
Annual Gross Margin Median	$891,584	$918,431	$861,718
Number of Units Equaling or Exceeding Average Annual Gross Margin	174	172	170
% of Units Equaling or Exceeding Average Annual Gross Margin	34.3%	34.2%	34.3%
Average Annual Franchisee Share of Gross Margin and Gross Receipts (AAGM)	$775,026	$798,522	$765,358
Median AAGM	$591,500	$608,922	$565,913
Number of Units Equaling or Exceeding AAGM	179	175	175
% of Units Equaling or Exceeding AAGM	35.2%	34.8%	36.2%
Average Royalty Paid Percent of Annual Gross Margin and Gross Receipts	37.5%	37.7%	37.9%
Average Royalty Paid Percent of Annual Sales	8.6%	8.6%	8.6%
TOP 10% AVERAGE SALES (51 Units in Survey)	$16,121,437.72	$16,430,669.89	$15,918,670.24
Number of Units Equaling or Exceeding Average Sales	18	16	20
% of Units Equaling or Exceeding Average Sales	35%	31%	40%
Top 10% Median Sales	$14,523,992.05	$14,368,686.77	$14,642,925.17
Top 10% High Sales	$33,101,771.86	$36,195,132.47	$35,699,151.51
Top 10% Low Sales	$11,492,353.90	$11,449,248.11	$11,100,340.37
BOTTOM 10% AVERAGE SALES (51 Units in Survey)	$1,378,716.56	$1,564,924.37	$1,453,712.98
Number of Units Equaling or Exceeding Average Sales	32	28	26
% of Units Equaling or Exceeding Average Sales	63%	55%	52%
Bottom 10% Median Sales	$1,476,921.06	$1,610,122.70	$1,482,754.15
Bottom 10% High Sales	$1,725,307.94	$1,888,473.66	$1,772,253.00
Bottom 10% Low Sales	$666,701.71	$813,269.02	$874,162.49
TOP 20% AVERAGE SALES (102 Units in Survey)	$12,591,658.31	$12,733,120.90	$12,541,149.48
Number of Units Equaling or Exceeding Average Sales	36	41	36
% of Units Equaling or Exceeding Average Sales	35%	41%	36%
Top 20% Median Sales	$11,477,976.87	$11,216,737.27	$11,100,340.37
Top 20% High Sales	$33,101,771.86	$36,195,132.47	$35,699,151.51
Top 20% Low Sales	$7,300,221.34	$7,774,921.03	$7,624,122.27
BOTTOM 20% AVERAGE SALES (102 Units in Survey)	$1,737,755.94	$1,891,773.24	$1,752,566.02
Number of Units Equaling or Exceeding Average Sales	51	50	52
% of Units Equaling or Exceeding Average Sales	50%	50%	53%
Bottom 20% Median Sales	$1,737,923.70	$1,888,473.66	$1,772,253.00
Bottom 20% High Sales	$2,374,735.12	$2,648,510.48	$2,324,822.92
Bottom 20% Low Sales	$666,701.71	$813,269.02	$874,162.49
TOP 33% AVG SALES (168 Units in Survey)	$10,131,671.87	$10,341,593.34	$10,221,881.12
Number of Units Equaling or Exceeding Average Sales	63	61	60
% of Units Equaling or Exceeding Average Sales	38%	37%	37%
Top 33% Median Sales	$8,378,079.33	$8,571,727.59	$8,499,213.52
Top 33% High Sales	$33,101,771.86	$36,195,132.47	$35,699,151.51
Top 33% Low Sales	$5,513,683.69	$5,766,123.09	$5,711,205.87
BOTTOM 33% AVERAGE SALES (168 Units in Survey)	$2,133,032.38	$2,321,280.56	$2,141,103.34
Number of Units Equaling or Exceeding Average Survey	91	86	78
% of Units Equaling or Exceeding Average Sales	54%	51%	48%
Bottom 33% Median Sales	$2,185,526.87	$2,330,792.59	$2,128,412.33
Bottom 33% High Sales	$3,102,121.98	$3,353,965.09	$3,159,611.82
Bottom 33% Low Sales	$666,701.71	$813,269.02	$874,162.49

[3] Includes franchise units (1) that were open and operating on the last day of the applicable fiscal year, and (2) that, as of the last day of the applicable fiscal year, had been open and operating 24 or more months.

Table 3 – Franchise Units Open 24 To 60 Months[4]

All Units Open 24 to 60 Months	FY 2019	FY 2018	FY 2017
Number of Units in Survey	114	135	155
Average Annual Sales	$3,489,609	$3,679,200	$3,430,308
Annual Sales Median	$2,855,356	$3,063,777	$3,076,375
Annual Sales High	$14,523,992	$13,002,960	$10,944,484
Annual Sales Low	$666,702	$813,269	$874,162
Number of Units Equaling or Exceeding Average Annual Sales	40	53	60
% of Units Equaling or Exceeding Average Annual Sales	35.1%	39.3%	38.7%
Average Annual Gross Margin	$719,498	$764,056	$699,594
Annual Gross Margin Median	$585,878	$657,406	$627,848
Number of Units Equaling or Exceeding Average Annual Gross Margin	42	55	64
% of Units Equaling or Exceeding Average Annual Gross Margin	36.8%	40.7%	41.3%
Average Annual Franchisee Share of Gross Margin and Gross Receipts (AAGM)	$483,361	$504,104	$455,902
Median AAGM	$373,137	$431,227	$397,571
Number of Units Equaling or Exceeding AAGM	40	55	62
% of Units Equaling or Exceeding AAGM	35.1%	40.7%	40.6%
Average Royalty Paid Percent of Annual Gross Margin and Gross Receipts	36.6%	38.3%	38.6%
Average Royalty Paid Percent of Annual Sales	8.0%	8.6%	8.4%
TOP 10% AVERAGE SALES (12 Units in Survey)	$9,087,923.09	$8,505,937.34	$7,997,502.00
Number of Units Equaling or Exceeding Average Sales	5	6	8
% of Units Equaling or Exceeding Average Sales	42%	43%	50%
Top 10% Median Sales	$7,827,127.52	$7,905,147.59	$7,859,061.60
Top 10% High Sales	$14,523,992.05	$13,002,959.71	$10,944,483.66
Top 10% Low Sales	$6,489,423.37	$6,239,573.14	$6,502,679.49
BOTTOM 10% AVERAGE SALES (12 Units in Survey)	$1,019,717.97	$1,298,574.50	$1,197,723.34
Number of Units Equaling or Exceeding Average Sales	7	7	9
% of Units Equaling or Exceeding Average Sales	58%	50%	56%
Bottom 10% Median Sales	$1,065,075.98	$1,636,627.15	$1,247,511.87
Bottom 10% High Sales	$1,338,665.10	$1,955,725.71	$1,412,388.96
Bottom 10% Low Sales	$666,701.71	$813,269.02	$874,162.49
TOP 20% AVERAGE SALES (23 Units in Survey)	$7,231,327.90	$7,137,239.88	$6,717,452.63
Number of Units Equaling or Exceeding Average Sales	6	10	14
% of Units Equaling or Exceeding Average Sales	26%	37%	44%
Top 20% Median Sales	$6,489,423.37	$6,239,573.14	$6,502,679.49
Top 20% High Sales	$14,523,992.05	$13,002,959.71	$10,944,483.66
Top 20% Low Sales	$4,579,399.53	$5,176,529.21	$4,527,239.61
BOTTOM 20% AVERAGE SALES (23 Units in Survey)	$1,290,566.13	$1,553,942.96	$1,413,353.98
Number of Units Equaling or Exceeding Average Sales	13	14	15
% of Units Equaling or Exceeding Average Sales	57%	52%	47%
Bottom 20% Median Sales	$1,338,665.10	$1,636,627.15	$1,412,388.96
Bottom 20% High Sales	$1,725,307.94	$1,955,725.71	$1,774,081.04
Bottom 20% Low Sales	$666,701.71	$813,269.02	$874,162.49
TOP 33% AVG SALES (38 Units in Survey)	$6,025,924.66	$6,072,605.06	$5,657,028.78
Number of Units Equaling or Exceeding Average Sales	12	15	22
% of Units Equaling or Exceeding Average Sales	32%	33%	42%
Top 33% Median Sales	$5,194,437.95	$5,621,757.74	$4,987,764.84
Top 33% High Sales	$14,523,992.05	$13,002,959.71	$10,944,483.66
Top 33% Low Sales	$3,743,231.44	$3,914,977.11	$3,691,072.65
BOTTOM 33% AVERAGE SALES (38 Units in Survey)	$1,575,169.35	$1,811,973.60	$1,643,830.98
Number of Units Equaling or Exceeding Average Survey	21	27	28
% of Units Equaling or Exceeding Average Sales	55%	60%	54%
Bottom 33% Median Sales	$1,591,620.69	$1,864,932.76	$1,703,987.99
Bottom 33% High Sales	$2,176,281.94	$2,440,933.75	$2,226,291.84
Bottom 33% Low Sales	$666,701.71	$813,269.02	$874,162.49

[4] Includes franchise units (1) that were open and operating on the last day of the applicable fiscal year, and (2) that, as of the last day of the applicable fiscal year, had been open and operating between 24 months and 60 months.

Table 4 – Franchise Units Open More Than 60 Months[5]

All Units Open More than 60 Months	FY 2019	FY 2018	FY 2017
Number of Units in Survey	395	369	341
Average Annual Sales	$6,051,362	$6,423,714	$6,469,106
Annual Sales Median	$4,629,607	$4,938,963	$4,920,278
Annual Sales High	$33,101,772	$36,195,132	$35,699,152
Annual Sales Low	$736,110	$1,178,876	$1,124,312
Number of Units Equaling or Exceeding Average Annual Sales	138	129	125
% of Units Equaling or Exceeding Average Annual Sales	34.9%	35.0%	36.7%
Average Annual Gross Margin	$1,263,705	$1,340,110	$1,338,649
Annual Gross Margin Median	$974,034	$1,052,363	$1,047,884
Number of Units Equaling or Exceeding Average Annual Gross Margin	141	134	125
% of Units Equaling or Exceeding Average Annual Gross Margin	35.7%	36.3%	36.7%
Average Annual Franchisee Share of Gross Margin and Gross Receipts (AAGM)	$858,128	$906,107	$906,020
Median AAGM	$671,387	$701,617	$702,327
Number of Units Equaling or Exceeding AAGM	144	131	122
% of Units Equaling or Exceeding AAGM	36.5%	35.5%	36.3%
Average Royalty Paid Percent of Annual Gross Margin and Gross Receipts	37.7%	37.7%	37.7%
Average Royalty Paid Percent of Annual Sales	8.7%	8.6%	8.6%
TOP 10% AVERAGE SALES (40 Units in Survey)	$17,190,343.40	$17,700,974.70	$17,784,797.87
Number of Units Equaling or Exceeding Average Sales	13	13	14
% of Units Equaling or Exceeding Average Sales	32.50%	35%	41%
Top 10% Median Sales	$15,515,520.19	$15,567,670.90	$16,818,079.17
Top 10% High Sales	$33,101,771.86	$36,195,132.47	$35,699,151.51
Top 10% Low Sales	$12,037,288.84	$13,033,308.20	$12,648,980.24
BOTTOM 10% AVERAGE SALES (40 Units in Survey)	$1,578,723.66	$1,849,967.25	$1,721,448.18
Number of Units Equaling or Exceeding Average Sales	21	14	17
% of Units Equaling or Exceeding Average Sales	52.50%	38%	50%
Bottom 10% Median Sales	$1,604,427.86	$1,791,828.35	$1,727,426.39
Bottom 10% High Sales	$1,996,922.63	$2,430,701.97	$2,127,091.54
Bottom 10% Low Sales	$736,109.83	$1,178,875.53	$1,124,312.14
TOP 20% AVERAGE SALES (79 Units in Survey)	$13,715,649.33	$14,183,106.91	$14,875,295.06
Number of Units Equaling or Exceeding Average Sales	29	26	24
% of Units Equaling or Exceeding Average Sales	36.71%	35%	35%
Top 20% Median Sales	$12,037,288.84	$12,967,153.34	$12,828,733.63
Top 20% High Sales	$33,101,771.86	$36,195,132.47	$35,699,151.51
Top 20% Low Sales	$8,369,803.39	$8,811,587.78	$9,917,696.02
BOTTOM 20% AVERAGE SALES (79 Units in Survey)	$1,992,083.85	$2,190,672.67	$2,023,490.48
Number of Units Equaling or Exceeding Average Sales	40	37	36
% of Units Equaling or Exceeding Average Sales	50.63%	50%	53%
Bottom 20% Median Sales	$1,996,922.63	$2,173,853.71	$2,114,276.33
Bottom 20% High Sales	$2,762,521.03	$3,028,715.42	$2,649,355.80
Bottom 20% Low Sales	$736,109.83	$1,178,875.53	$1,124,312.14
TOP 33% AVG SALES (131 Units in Survey)	$11,043,778.27	$11,621,213.49	$11,764,236.68
Number of Units Equaling or Exceeding Average Sales	51	45	43
% of Units Equaling or Exceeding Average Sales	38.93%	37%	39%
Top 33% Median Sales	$9,313,106.69	$10,004,106.01	$10,525,130.02
Top 33% High Sales	$33,101,771.86	$36,195,132.47	$35,699,151.51
Top 33% Low Sales	$6,198,950.37	$6,704,448.22	$7,079,976.74
BOTTOM 33% AVERAGE SALES (131 Units in Survey)	$2,445,007.89	$2,687,363.38	$2,578,248.76
Number of Units Equaling or Exceeding Average Survey	68	67	55
% of Units Equaling or Exceeding Average Sales	51.91%	55%	49%
Bottom 33% Median Sales	$2,457,815.22	$2,795,312.56	$2,540,202.29
Bottom 33% High Sales	$3,502,894.45	$3,918,364.86	$3,810,646.55
Bottom 33% Low Sales	$736,109.83	$1,178,875.53	$1,124,312.14

[5] Includes franchise units (1) that were open and operating on the last day of the applicable fiscal year, and (2) that, as of the last day of the applicable fiscal year, had been open and operating more than 60 months.

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Table 5 – Multi-Unit Franchise Owners[6]

Number of Multi-Owners in Survey:	86
Number of Units in Survey	212
Average Number of Units Owned:	2.47
Median Number of Unit Owned	2.00
Average Tenure of Units (Years)	10.46
Median Tenure of Units (Years)	7.76
2019 Average Annual Sales per Owner:	$15,401,842.13
Median Sales per Owner	$4,698,116.85
High Sales per Owner	$33,101,771.86
Low Sales per Owner	$6,940.84
Number of Multi-Owners Equaling or Exceeding Average Sales	14
% of Multi-Owners Equaling or Exceeding Average Sales	16.3%
2019 Average Annual Gross Margin per Owner	$3,111,176.69
Median Gross Margin per Owner	$961,820.94
Number of Multi-Owners Equaling or Exceeding Average Gross Margin	14
% of Multi-Owners Equaling or Exceeding Average Gross Margin	16.3%
2019 Average Annual Gross Receipts per Owner	$194,886.78
Median Gross Receipts per Owner	$30,729.69
Number of Multi-Owners Equaling or Exceeding Average Gross Receipts	24
% of Multi-Owners Equaling or Exceeding Average Gross Receipts	27.9%
2019 Average Owner's Portion of Gross Margin & Gross Receipts per Owner	$1,751,927.01
Median Owner's Portion of Gross Margin & Gross Receipts per Owner	$552,352.18
Number of Multi-Owners Equaling or Exceeding Average Owner's Portion	21
% of Multi-Owners Equaling or Exceeding Average Owner's Portion	24.4%
2019 Average Bonus Paid per Owner	$62,065.85
Median Bonus Paid per Owner	$4,031.12
Number of Multi-Owners Equaling or Exceeding Average Bonus Paid per Owner	25
% of Multi-Owners Equaling or Exceeding Average Bonus Paid per Owner	29.1%

[6] Includes franchise units (1) that were open and operating on December 29, 2019, and (2) that are owned by franchisees who own more than one unit.

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Notes:

1. **"Sales"** means the total of all client billings on the Temporary Staffing, temporary/contract staffing and Direct Hire portions of the business as recorded in Our records and billed by Us; the term "Sales" does not include client refunds.

2. "**Gross Margin**" means the aggregate amount of client billings on the Temporary Staffing, temporary/contract staffing portion of the business as recorded in Our records and billed by Us, plus or minus any adjustments, less: (a) wages earned by Associates based on the work hours reported; (b) all credits and taxes measured by sales or gross receipts (including sale, use, franchise, and similar taxes); (c) the employer's share of Social Security and Medicare taxes, federal and state unemployment tax contributions, health benefits, insurance premiums, payments made in lieu of providing health benefits or insurance, workers' compensation insurance premiums, disability insurance premiums where required by local law, taxes on union health and welfare payments; (d) premiums on fidelity bonding insurance, and professional liability insurance if applicable, billing adjustment items (e.g., VMS fees, early pay discounts, etc.); (e) any other direct payroll taxes and insurance premiums based on sales or payrolls that may be levied; and (f) any other county, municipal, or other local tax (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) (all of which are collectively referred to as direct payroll costs).

3. **"Gross Receipts"** means the total of all money and other remuneration received on Your Direct Hire business conducted in accordance with the Franchise Agreement at the location specified; the term "Gross Receipts" shall not include bona fide discounts for promotional programs recommended by Us or refunds.

4. "**Units**" means Territories. Some Express Employment Professionals Businesses have multiple offices within their Territory ("Branch Offices") which are considered one unit in the Tables above.

5. "**Hours**" means those hours worked by the Associates assigned to clients as reported for payroll and client billing purposes.

6. **"Royalty"** means Our portion of the Gross Margin (40%, subject to adjustments for Bonus payments) and Gross Receipts (10%).

7. Tables 2, 3, 4 and 5 reflect combined information of the main office and any Branch Offices located in a Territory. In 2019, 73 or 14.37% of the units had Branch Offices. In 2018, 66 or 13.12% of the units had Branch Offices. In 2017, 45 or 7.43% of the units had Branch Offices.

8. Your portion of the Gross Margin will be 60%, and is subject to further deductions and adjustments authorized by the Franchise Agreement and Manual. Your portion of the Gross Receipts will be 90%. Please also refer to Item 6 for more details about additional deductions and adjustments.

9. In addition to deductions and adjustments made by Us as described in Note 2 and Note 8 above, You will incur other expenses that will reduce Your profits or net income, such as land, building and/or equipment rent, labor, debt service, depreciation and amortization, advertising, administrative expenses such as accounting or legal expenses, taxes, licenses, insurance, and others. These expenses vary from unit to unit.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2017 to 2019
(Please review this table in conjunction with the notes that follow.)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017	719	745	+26
	2018	745	753	+8
	2019	753	769	+16
Company-Owned	2017	0	0	0
	2018	0	0	0
	2019	0	0	0
Total Outlets	**2017**	**719**	**745**	**+26**
	2018	**745**	**753**	**+8**
	2019	**753**	**769**	**+16**

Notes:

(1) The numbers represent U.S. locations only and include Branch Offices.

(2) As discussed in Item 1 above, Our current policy is not to own or operate company-owned units.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For years 2017 to 2019

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

State	Year	Number of Transfers
Alabama	2017	0
	2018	0
	2019	1
Arkansas	2017	0
	2018	2
	2019	0

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State	Year	Number of Transfers
California	2017	4
	2018	3
	2019	3
Connecticut	2017	1
	2018	1
	2019	0
Florida	2017	0
	2018	3
	2019	0
Georgia	2017	0
	2018	1
	2019	2
Idaho	2017	1
	2018	0
	2019	1
Illinois	2017	0
	2018	0
	2019	3
Iowa	2017	0
	2018	0
	2019	1
Kansas	2017	1
	2018	1
	2019	0
Kentucky	2017	0
	2018	1
	2019	0
Louisiana	2017	0
	2018	2
	2019	1
Massachusetts	2017	0

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State	Year	Number of Transfers
	2018	1
	2019	1
Michigan	2017	0
	2018	0
	2019	3
Minnesota	2017	2
	2018	1
	2019	0
Mississippi	2017	0
	2018	1
	2019	0
Missouri	2017	0
	2018	0
	2019	3
Nebraska	2017	0
	2018	1
	2019	1
New Jersey	2017	1
	2018	0
	2019	0
New Mexico	2017	0
	2018	0
	2019	1
New York	2017	1
	2018	1
	2019	0
North Carolina	2017	0
	2018	0
	2019	1
Ohio	2017	2
	2018	1

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State	Year	Number of Transfers
	2019	2
Pennsylvania	2017	0
	2018	0
	2019	1
Tennessee	2017	0
	2018	1
	2019	1
Texas	2017	1
	2018	3
	2019	1
Utah	2017	0
	2018	1
	2019	0
Virginia	2017	0
	2018	1
	2019	0
Washington	2017	0
	2018	0
	2019	2
Wisconsin	2017	2
	2018	2
	2019	1
Totals	2017	16
	2018	28
	2019	30

Notes:

(1) The numbers are as of the end of Our fiscal year for each year.

(2) States not listed have had no transfer activity for Express Employment Professionals Businesses during the relevant period.

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Table No. 3
Status of Franchised Outlets
For years 20176 to 2019
(Please review this table in conjunction with the notes that follow.)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AK	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
AL	2017	10	0	0	0	0	0	10
	2018	10	1	0	0	0	0	11
	2019	11	0	0	0	0	0	11
AR	2017	12	0	0	0	0	0	12
	2018	12	0	0	0	0	1	11
	2019	11	0	0	0	0	0	11
AZ	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
	2019	5	3	0	0	0	0	8
CA	2017	64	5	0	0	0	2	67
	2018	67	8	0	0	0	2	73
	2019	73	0	1	0	0	3	69
CO	2017	15	0	0	0	0	0	15
	2018	15	0	0	0	0	0	15
	2019	15	0	0	0	0	0	15
CT	2017	7	1	0	0	0	0	8
	2018	8	2	0	0	0	0	10
	2019	10	0	0	0	0	0	10
DE	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
DC	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
FL	2017	30	3	0	0	0	0	33
	2018	33	0	1	0	0	0	32
	2019	32	1	0	0	0	0	33
GA	2017	27	1	0	0	0	0	28
	2018	28	1	0	0	0	1	28
	2019	28	0	0	0	0	0	28
HI	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
IA	2017	9	0	0	0	0	0	9
	2018	9	0	0	0	0	0	9
	2019	9	1	0	0	0	1	9

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State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
ID	2017	8	0	0	0	0	0	8
	2018	8	1	0	0	0	1	8
	2019	8	0	0	0	0	1	7
IL	2017	30	5	0	0	0	2	33
	2018	33	2	0	0	0	0	35
	2019	35	2	0	0	0	1	36
IN	2017	20	2	0	0	0	1	21
	2018	21	0	0	0	0	1	20
	2019	20	0	0	0	0	0	20
KS	2017	12	1	0	0	0	0	13
	2018	13	0	0	0	0	1	12
	2019	12	0	0	0	0	0	12
KY	2017	11	0	0	0	0	0	11
	2018	11	0	0	0	0	0	11
	2019	11	2	0	0	0	0	13
LA	2017	9	0	0	0	0	0	9
	2018	9	0	0	0	0	0	9
	2019	9	1	0	0	0	0	10
MA	2017	9	3	0	0	0	1	11
	2018	11	1	0	0	0	1	11
	2019	11	0	0	0	0	1	10
MD	2017	9	2	0	0	0	1	10
	2018	10	1	1	0	0	0	10
	2019	10	0	0	0	0	1	9
ME	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
MI	2017	21	1	0	0	0	0	22
	2018	22	2	0	0	0	0	24
	2019	24	0	0	0	0	0	24
MN	2017	24	0	0	0	0	0	24
	2018	24	1	0	0	0	2	23
	2019	23	1	0	0	0	0	24
MO	2017	21	0	0	0	0	0	21
	2018	21	1	0	0	0	1	21
	2019	21	2	0	0	0	0	23
MS	2017	7	1	0	0	0	0	8
	2018	8	1	0	0	0	0	9
	2019	9	0	0	0	0	0	9
MT	2017	7	0	0	0	0	0	7
	2018	7	0	0	0	0	0	7
	2019	7	0	0	0	0	0	7
NC	2017	16	2	0	0	0	0	18
	2018	18	0	0	0	0	0	18

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State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2019	18	0	0	0	0	0	18
ND	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
NE	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
	2019	4	0	0	0	0	0	4
NH	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
NJ	2017	16	0	0	0	0	2	14
	2018	14	3	0	0	0	0	17
	2019	17	1	0	0	0	1	17
NM	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
NV	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	1	4
	2019	4	1	0	0	0	0	5
NY	2017	19	4	0	0	0	1	22
	2018	22	0	0	0	0	2	20
	2019	20	3	0	0	0	0	23
OH	2017	29	0	0	0	0	1	28
	2018	28	1	0	0	0	0	29
	2019	29	0	0	0	0	0	29
OK	2017	35	1	0	0	0	0	36
	2018	36	1	0	0	0	3	34
	2019	34	0	0	0	0	0	34
OR	2017	21	0	0	0	0	1	20
	2018	20	0	0	0	0	0	20
	2019	20	0	0	0	0	0	20
PA	2017	25	1	0	0	0	0	26
	2018	26	1	0	0	0	3	24
	2019	24	3	0	0	0	0	27
RI	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	1	1
	2019	1	0	0	0	0	0	1
SC	2017	10	0	0	0	0	1	9
	2018	9	1	0	0	0	2	8
	2019	8	1	0	0	0	0	9
SD	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	2	0	0	0	0	4
TN	2017	28	1	0	0	0	1	28

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State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2018	28	2	0	0	0	1	29
	2019	29	2	0	0	0	0	31
TX	2017	61	3	0	0	0	1	63
	2018	63	4	0	0	0	1	66
	2019	66	1	1	0	0	1	65
UT	2017	8	1	0	0	0	0	9
	2018	9	0	0	0	0	0	9
	2019	9	1	0	0	0	0	10
VA	2017	9	1	0	0	0	0	10
	2018	10	2	0	0	0	1	11
	2019	11	1	0	0	0	1	11
VT	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
WA	2017	23	0	0	0	0	0	23
	2018	23	0	0	0	0	0	23
	2019	23	0	0	0	0	0	23
WI	2017	21	1	0	0	0	0	22
	2018	22	0	0	0	0	1	21
	2019	21	0	0	0	0	0	21
WV	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
WY	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
	2019	4	0	0	0	0	0	4
Totals	2017	719	41	0	0	0	15	745
	2018	745	37	2	0	0	27	753
	2019	753	29	2	0	0	11	769

Notes:

(1) The numbers are as of the end of Our fiscal year for each year.

(2) States not listed have no Franchises during the relevant period.

(3) This Table 3 includes Branch Offices. In 2017, 2 Branch Offices were consolidated into their Franchise offices and ceased operation. In 2018, 12 Branch Offices were consolidated into their Franchise offices and ceased operation. In 2019, 2 Branch Offices were consolidated into their Franchise offices and ceased operation.

(4) This Table 3, "Ceased Operations Other" includes outlets that were awarded but never opened. In 2017, Express granted a Franchise for 1 outlet that never opened. In 2018, Express granted a Franchise for 1 outlet that never opened. In 2019, Express granted Franchises for 2 outlets that never opened.

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Table No. 4
Status of Company-Owned Outlets
For years 2017 to 2019
(Please review this table in conjunction with the notes that follow.)

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Ceased Operations-Other Reasons	Outlets at End of the Year
Georgia	2017	0	0	0	0	0	0	0
	2018	0	0	3	0	3	0	0
	2019	0	0	0	0	0	0	0
Iowa	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	1	0	1	0	0
Totals	2017	0	0	0	0	0	0	0
	2018	0	0	3	0	3	0	0
	2019	0	0	1	0	1	0	0

Notes:

(1) Our current policy is not to own and operate Express Employment Professionals Businesses.

(2) The numbers are as of end of our fiscal year for each year.

Table No. 5
Projected Openings As of December 29-2019
(Please review this table in conjunction with the notes that follow.)

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	3	0
Arkansas	0	0	0
California	0	4	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	1	2	0
Georgia	0	1	0
Hawaii	0	0	0

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State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Idaho	0	1	0
Illinois	0	1	0
Indiana	0	1	0
Iowa	1	0	0
Kansas	0	1	0
Kentucky	1	0	0
Louisiana	1	1	0
Maine	0	1	0
Maryland	0	1	0
Massachusetts	0	2	0
Michigan	0	0	0
Minnesota	0	1	0
Mississippi	0	1	0
Missouri	2	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	0
New Mexico	0	0	0
New York	1	2	0
North Carolina	0	2	0
North Dakota	0	0	0
Ohio	0	2	0
Oklahoma	1	0	0
Oregon	0	1	0
Pennsylvania	0	1	0
Rhode Island	0	0	0
South Carolina	1	2	0
South Dakota	0	0	0
Tennessee	0	0	0
Texas	0	1	0
Utah	0	0	0
Vermont	0	0	0
Virginia	0	1	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
Totals	**9**	**33**	**0**

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Notes:

(1) The estimates are for Our 2020 fiscal year.

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

* * * * *

The names, addresses, and telephone numbers of our franchisees, as of the end of Our most recent fiscal year, appear in Exhibit G. Franchisees who had an agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during Our last fiscal year, or has not communicated with Us within ten weeks of the date of this Disclosure Document, are identified on Exhibit G (the total is 43). If You buy this franchise, Your contact information may be disclosed to other buyers when You leave the franchise system.

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

We do not currently have any previously-owned franchised outlets under Our control to offer or sell.

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

ITEM 21
FINANCIAL STATEMENTS

Our audited financial statements as of December 29, 2019, December 30, 2018, and December 31, 2017 are attached to this Disclosure Document as Exhibit I.

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

ITEM 22
CONTRACTS

The following contracts are attached to this Disclosure Document:

- Exhibit A: Franchise Agreement
- Exhibit B-1: BTO Program Addendum
- Exhibit B-2: IPP Program Addendum
- Exhibit B-3: Conversion Addendum
- Exhibit B-4: Payroll Addendum

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- Exhibit B-5: Territory Development Addendum
- Exhibit B-6: ExtendHR Program Addendum
- Exhibit B-7: New Franchisee Incentive Program Addendum
- Exhibit C: Promissory Note

ITEM 23
RECEIPTS

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

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Express®
SERVICES, INC.

EXHIBIT A

FRANCHISE AGREEMENT

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EXPRESS SERVICES, INC. FRANCHISE AGREEMENT

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D – Branch Office Addendum
E – Recruiting Station Addendum
F – License Agreement

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EXPRESS SERVICES, INC.
FRANCHISE AGREEMENT

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

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

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

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

1. Grant of Franchise; Proprietary Marks

1.1. Grant of Franchise. We grant you the right, and you accept the obligation, to operate a franchise (an "Express Franchise"), within the boundary lines of your Territory (as defined in Section 2.1), during the entire Term (as defined in Section 3.1) under the mark "Express Employment Professionals®" and variations of that name and mark that we approve in writing, and all names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs and commercial symbols associated with the names specified in this Agreement and only for the operation of the franchise provided by this Agreement (collectively, the "Proprietary Marks") that provides Temporary Staffing Services and Direct Hire Services, in each case, including Professionals (the "Services"). "Professionals" as used herein are individuals who provide services in legal, finance, accounting, engineering, technology, marketing, and management professions and other professions that require advanced education, certification and/or training as determined by us from time to time in our sole discretion. You agree to use only the Proprietary Marks in connection with the operation of your Express Franchise and to use such Proprietary Marks strictly in accordance with the standards, rules, and procedures we require.

1.2. Express Specialized Recruiting Services. Your rights to provide Services with respect to Professionals ("SRG Services") under this Agreement shall be an option exercisable by you pursuant to this paragraph which shall be operated through the Express Specialized Recruitment Group ("SRG") brand or other brand name that we may determine, from time to time. You may exercise your option to operate the SRG Services only if you have owned and operated your Express Franchise a minimum of twelve (12) months by notifying us in writing that you have exercised your option to perform the SRG Services in your Territory before your thirty-sixth (36) month of operating your Express Franchise (the "SRG Option Period"). This delay is to provide you time to fully understand and to have operational the non-Professional Service portions of Your

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Express Franchise before adding the SRG Services business. Once you have exercised your right to perform the SRG Services, you must be consistently averaging a minimum of $10,000 in Gross Margin weekly solely attributable to your SRG Services no later than twenty-four (24) months following your entry into the then-current SRG Services training system. Since the SRG Services represent a separate line of operation, you must have a dedicated SRG team lead as one of your internal employees. This may be you, but if you choose to operate in the capacity of the SRG team lead, you must have a separate dedicated and trained manager for your non-Professional Services. You or your SRG team lead must attend the SRG training class which is held at a location we determine and a minimum of two (2) days, plus additional ongoing online trainings. You will also send your SRG recruiters to our SRG business process class which is held at a location we determine and a minimum of five (5) days. You will be responsible for your and your employees' transportation, lodging, meals and incidental expenses incurred while attending these training sessions. So long as the SRG Option Period has not lapsed or you have elected to perform the SRG Services and are in compliance with all requirements of this Agreement with respect to the SRG Services any reference herein to Services shall include the SRG Services. If (x) you elect not to timely exercise your option to perform the SRG Services during the SRG Option Period or (y) you do not meet the minimum performance requirements or other applicable requirements for the SRG Services as set forth in this Agreement, you waive, and we may terminate (without terminating your rights hereunder with respect to all non-Professional Services) all rights to the SRG Services portion of your Express Franchise, in which case all such rights shall automatically revert to us. Thereafter, we will have the right to perform or re-sell to a third party the SRG Services within your Territory without compensation to you and any reference in this Agreement to Services shall expressly exclude the SRG Services.

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

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

1.5. Your Use of the Proprietary Marks.

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

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

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

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

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

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

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

1.6. Ownership of the Proprietary Marks.

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

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

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

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

1.8. Refinements. Any improvements, enhancements, marketing and advertising or public relations programs, marks, domain names, inventions or modifications developed or adopted by you during the Term ("Refinements") even if not authorized by us, which relate in any way to the operation of an Express Franchises or our business, will be our exclusive property, and you disclaim any right, title or interest therein. Further, you will immediately disclose to us any Refinements you develop or adopt. If we elect to file for a trademark, patent, copyright, domain name registration or other intellectual property protection relating to any such Refinements (at our sole discretion and expense), you will execute such documents and provide us with such information as we may reasonably request in order to perfect such a filing.

1.9. Legal Proceedings Concerning the Proprietary Marks.

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

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

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

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

2. Territory

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

2.2. Exclusivity of Territory. Except as otherwise provided for herein, during the Term, provided that you perform your duties under this Agreement, are not in default, and have maintained your Express Offices as required, we will not establish within the boundaries of your Territory, other Express Franchises or company-owned businesses which provide Services, whether under the same or different names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs, or other commercial symbols.

2.3. Associates; Client Business Locations; Open Territories.

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

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

(c) You may send associates to a client's business location in a territory or area that has not been granted to another franchisee (an "open territory") only with our written approval. Sending associates to a client business location in an open territory does not establish any rights of you to the open territory. If you provide associates to a client business location in an open territory which subsequently is sold to another franchisee, you can continue servicing that client for up to one year from the date on which the other franchisee opens its Express Office in the

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formerly open territory, during which time you will introduce the other franchisee to your client. At the end of that one-year period, you will (i) relinquish the client business location to the other franchisee who acquired the open territory, (ii) notify the client that further requests for associates should be directed to the other franchisee, and (iii) coordinate the transfer of the associates at the client business location to the other franchisee in such a manner as to minimize the impact of the transfer on the client business location. If you violate the restrictions set forth in this Section 2.3(b), we may charge you a special fee, as specified in the Manual, as liquidated damages. You acknowledge that actual damages likely to result from a breach of this provision are difficult to estimate on the date of this Agreement and that the amount of the liquidated damages is a reasonable estimate of those actual damages on the date of this Agreement. Your payment of liquidated damages would serve to compensate us for any breach by you of your obligations under this provision, and the liquidated damages would not constitute a penalty.

(d) You may not market or sell to potential clients located outside the boundary line of your Territory without our prior written approval. Your failure to comply with the requirements of this provision will constitute a default under this Agreement.

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

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

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

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

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

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

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

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

(b) We may, in our discretion, enter into the Territory Development Addendum with you, pursuant to which you would have the right to establish and operate an Express Office in two additional territories, if:

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(i) You give us written notice of your intention to enter into the Territory Development Addendum;

(ii) You demonstrate to our reasonable satisfaction that you have at least (i) $600,000 in cash or cash equivalents and (ii) $1,000,000 in net assets; and

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

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

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

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

(c) To establish franchised or company-owned businesses, within the boundary line of your Territory, using the Proprietary Marks or otherwise, that provide Temporary Staffing Services and Direct Hire Services, in each case, for Professionals; provided, however, that we will establish or franchise a business using the Proprietary Marks or otherwise, that provides Temporary Staffing Services and Direct Hire Services for Professionals only if you do not timely exercise your rights to the SRG Services within the SRG Option Period, fail to meet the SRG Services performance requirements set forth herein, or otherwise notify us in writing of your waiver of your right to perform the SRG Services.

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

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

(f) To periodically adjust and modify the boundary line of your Territory, as we reasonably determine to be necessary or appropriate, in order to more properly or more accurately describe the boundaries or area; correct inaccuracies or discrepancies in boundaries;

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conform the boundaries to areas that we identified as within the boundary line of your Territory at the time of signing this Agreement; or clarify, correct, or better describe the boundary line or area based on physical, political, or topographical characteristics, including changes to those characteristics that may occur at any time after you execute this Agreement. Adjustments may result in a reduction of the area comprising the Territory, but the Territory will have, immediately after the adjustment, a minimum of 30,000 jobs. Any adjustment will be effective immediately our written notice to you describing the adjusted boundary line of your Territory.

3. Term and Renewal

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

3.2. Renewal Terms. At the end of the initial five (5) year term, you may renew for an additional period of five (5) years. At the end of the renewal term, you may renew for an additional five (5) year term. Each of the foregoing exercised renewal terms, together with the initial five (5) year term shall be collectively referred to herein as the "Term." Your right to renew, in each case, is subject to the following conditions:

(a) You give written notice of your election to renew at least six (6) months, but no more than 12 months before the end of the initial term of the then-current renewal Term, as applicable.

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

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

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

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

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

(g) You and your principal owners owning 5% or more of your equity interests will execute a general release, in a form satisfactory to us, of any and all claims against us, our

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subsidiaries, affiliates, successors and assigns and their respective officers, directors, shareholders, managers, members, partners, agents, representatives, and employees, in their corporate and individual capacities, including but without limitation, claims arising under this Agreement and federal, state, and local laws, rules and ordinances.

4. Our Duties

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

(a) Provide you training as detailed in Section 9.

(b) Arrange for insurance coverage for associates as set forth in the Manual.

(c) Provide the Manual, materials and sales programs that will assist in the operation of your Express Franchise.

(d) Provide guidance in setting up procedures and records for the operation of your Express Franchise and supply any forms necessary for reporting to us.

(e) Provide you a suggested interior layout and design for use in establishing your new Express Office, including specifications for all required workstations, servers, printers, network peripherals and cabling, and approved signage.

(f) Administer all accounting and bookkeeping records concerning payroll, billings, accounts receivable and payroll taxes for associates.

(g) Continue to offer advice, guidance and assistance through correspondence, telephone, and personal instruction on all phases of the operation and promotion of the Express Franchise. We will provide a toll-free number for communications with us.

(h) Provide marketing/advertising assistance as detailed in Section 12.

(i) Notify you of requests for service within the boundary line of your Territory as we become aware of them.

(j) Provide for your use, during the Term, proprietary software that includes an inventory database for associates and Direct Hire Services candidates for matching a client's needs with the skill level of available associates and candidates, and reports to us information about each associate that you have placed with clients during the previous week.

(k) Provide for your use, during the Term of this Agreement, the Express Selection Process (ESP) computer based skills testing package, which may, in our discretion,

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utilize testing software provided by a third-party. You must pay the annual maintenance charges for the package.

(l) Provide for your use, during the Term of this Agreement, the Express Selection Process (ESP) Performance Predictor Light Industrial Testing Package. You must pay the charges for online grading of these assessments.

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

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

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

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

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

5. Your Duties

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

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

(b) Establish and maintain an Express Office within the boundary line of your Territory from which to conduct the business of your Express Franchise, maintain an Express

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Office in a safe, orderly, and clean state, presenting a businesslike appearance, and keep it properly staffed, furnished, and identified as an Express Office. You acknowledge and agree that:

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

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

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

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

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

(e) Attend, or designate someone from your Express Franchise to attend, one of our initial training sessions for Express Employment Professionals® held in Oklahoma City, Oklahoma prior to opening, and provide both initial and Continuing Education Training in our systems, procedures and methods of business operations to your full-time personnel utilizing our standard training procedures in the Manual, as it may be updated, supplemented and revised. You acknowledge our right to protect our name, reputation, image and good will by requiring any individual employed by you in connection with your Express Franchise to demonstrate a level of competence and proper implementation of the operating systems and procedures for their particular position.

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

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(g) Develop, manage, and continuously operate your Express Franchise and implement our programs in within the boundary line of your Territory. The principal owner of a franchisee that is an entity must be actively involved in the day-to-day operation of your Express Franchise. You agree to employ at all times a staff of employees in compliance with our minimum staffing requirements as contained in the Manual. You agree to comply with the credit policies as contained in the Manual.

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

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

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

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

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

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

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

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

(p) Accept only those job orders from clients that conform to standards, procedures, and credit policies specified in the Manual; ensure that all clients conform to the standards and procedures and credit policies specified in the Manual; submit all contracts with clients to us for approval before providing Services under such contracts. Contracts include any

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

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

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

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

(ii) Any claims of your creditors;

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

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

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

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

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

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

(ix) Any fines, penalties or claims that are assessed or brought by the credit card companies because services are non-compliant with the PCI Security Standards;

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

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

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

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

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

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

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

(x) You understand and agree that this Agreement only gives you the right to use our provided software, testing, and training programs at your location and does not transfer title or ownership to the software, testing, and training programs to you. You agree to not reverse

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

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

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

(i) If your Express Franchise has been open more than 12 months but less than 24 months, you must have a combined total Gross Margin and Gross Receipts of at least $$50,000 per calendar quarter; provided, such amount may only include up to (but in no event exceeding) $8,500 of your Gross Receipts generated in connection with your Franchise Business's Direct Hire Services.

(ii) If your Express Franchise has been open more than 24 months but less than 36 months, you must have a combined total Gross Margin and Gross Receipts of at least $$70,000 per calendar quarter; provided, such amount may only include up to (but in no event exceeding) $11,900 of your Gross Receipts generated in connection with your Franchise Business's Direct Hire Services.

(iii) If your Express Franchise has been open more than 36 months, you must have a combined total Gross Margin and Gross Receipts of at least $118,750 per calendar quarter; provided, such amount may only include up to (but in no event exceeding) $20,000 of your Gross Receipts generated in connection with your Franchise Business's Direct Hire Services.

6. Initial Fees

6.1. Initial Franchise Fee. You must pay us an Initial Franchise Fee in the amount of $40,000 when you execute this Agreement. Granting you the Express Franchise as provided in this Agreement constitutes the sole consideration for the Initial Franchise Fee. We are a member

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of the International Franchise Association and participate in the IFA's VetFran Program, and we offer qualified veterans a 50% reduction in our Initial Franchise Fee. You may also be eligible for a discount if expanding your Express Franchise.

6.2. Territory Development Fee. If we enter into a Territory Development Addendum with you, you must pay us a Territory Development Fee in the amount of $96,000 when you execute the Territory Development Addendum. You are not required to pay the Initial Franchise Fee in addition to the Territory Development Fee, and you will not be required to pay the Initial Franchise Fee set out in any franchise agreement with us with respect to the additional territories.

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

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

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

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

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

7. Structure of Payments

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

7.1. Associate Wages. We shall pay each associate on our payroll that you place with a client the wages earned by the person, after deducting and withholding an amount equal to all

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income taxes, Social Security, and other taxes and deductions which we may be required by applicable law to deduct and withhold. We shall apply all amounts withheld from the wages of associates to the purpose for which they were withheld, and shall send to each associate during the month of January in each year a statement of the wages earned during the preceding calendar year, and taxes and other amounts withheld and applied.

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

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

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

7.5. Gross Margin. To determine Gross Margin, we will deduct from adjusted billings the wages earned by associates based on the work hours reported. In addition, we will deduct all credits and taxes measured by sales or gross receipts (including sales, use, franchise, and similar taxes), together with our share of Federal Social Security and Medicare taxes, federal and state unemployment tax contributions, health benefits, insurance premiums, payments made in lieu of providing health benefits or insurance, workers' compensation insurance premiums, disability insurance premiums where required by local law, taxes on union health and welfare payments; fidelity bonding insurance, errors and omissions insurance, and professional liability insurance, if applicable, billing adjustment items (e.g., VMS fees, early pay discounts, etc.); any other direct payroll taxes and insurance premiums based on sales or payrolls that may be levied; and any other county, municipal, or other local tax (whether described as a fee, license, registration, qualification, authorization, permit, tax, or other charge or assessment, and whether based on a flat fee, net profits, gross sales, gross receipts, payroll, number of employees, value of real or personal property, or other method) (all of which are collectively referred to as direct payroll costs). The balance of the adjusted gross billings shall be defined as the Gross Margin. If we at any time

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determine that it is necessary to recalculate the Gross Margin for any reason after we have paid you your share of the Gross Margin, we may recalculate Gross Margin at our discretion or add future payments to you of your share of the Gross Margin to effect such recalculation.

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

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

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

(c) Currently, if you meet both of the following two qualifications, we will pay a bonus to you within 30 days after the close of Our fiscal year end: (i) the annual Gross Margin is at least $779,600 (which amount shall be adjusted annually in accordance with the increase in the Consumer Price Index), and (ii) the annual Gross Margin percentage is at least 18% or the annual Gross Margin per hour is at least $3.34 (which amount shall be adjusted annually in accordance with the increase in the Consumer Price Index (CPI). To determine whether you satisfy both of the above qualifications, you may include all locations in the boundary line of your Territory if you are the majority owner during the applicable fiscal year. A sample bonus qualification calculation is provided in Exhibit C.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.8. Charge-backs of Past Due Accounts.

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

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

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

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

8. Direct Hire Services

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

8.2. Structure of Payments.

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

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

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

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

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

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

(g) Territory restrictions detailed in Section 2 of this Agreement do not apply to Direct Hire Services.

9. Training

9.1. Temporary Staffing Services Training.

(a) We will provide initial training program of up to one week in Oklahoma City, OK, and up to two weeks in your franchise office (or at another designated site for field training we may determine), to train you to operate the Temporary Staffing Services portion of your Express Franchise. We will pay the cost of transportation and lodging while you are in attendance at the classroom training in Oklahoma City, OK, and your field training designation for

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a maximum of two people. Meals, incidental expenses, and any changes made to transportation plans are your responsibility. Procedures for booking flights to training for new franchisees and their staff are as prescribed in the Manual.

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

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

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

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

10. Technology and Data Privacy and Security

10.1. Computer Systems and Required Software.

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

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

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

(iii) printers and other peripheral devices;

(iv) archival back-up systems; and

(v) internet access mode (e.g., form of telecommunications connection) and speed (collectively, the "Computer System").

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(b) we will have the right, but not the obligation, to develop or have developed, or to designate:

(i) computer software programs and accounting system software that You must use in connection with the Computer System ("Required Software");

(ii) updates, supplements, modifications, or enhancements to the Required Software, which you will install;

(iii) the tangible media upon which you will record data; and

(iv) the database file structure of your Computer System.

(c) You must use the Computer System and Required Software.

(d) You will implement and periodically make upgrades and other changes to the Computer System and Required Software as we consider necessary or appropriate (collectively, "Computer System Upgrades").

(e) You will comply with all specifications that we issue with respect to the Computer System and the Required Software, and with respect to Computer System Upgrades. You will also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form, and at the times we request.

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

10.3. Data Privacy and Security. You will abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("Privacy Laws"). Additionally,

(a) You will not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent.

(b) Express Services Data. All data regarding actual or prospective clients or associates which is input into your Computer System, or otherwise generated, created or obtained by us, our affiliates or our respective subcontractors, or you or your affiliates ("Express Services Data") is and shall remain the property of us (and our affiliates) and shall at all times be Confidential Information. You shall provide us with access to all Express Services Data in your possession or control on a regular basis, and we shall have the right to access your Computer System and other computer systems upon request to review and retrieve Express Services Data. We grant you a limited, revocable, non-transferrable right and license to use the Express Services Data during the Term solely as necessary to operate the Express Franchise. Unless we (in our sole

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discretion) have approved in writing and in advance or as otherwise required by applicable law, and, to the extent required by applicable law, the Express Services Data shall not be: (a) used by or on behalf of you for any other purpose, (b) disclosed, sold, assigned, leased or otherwise provided to third parties by or on behalf of you, or (c) commercially exploited by or on behalf of you. To the extent you acquire any rights in the Express Services Data by operation of applicable law, you hereby irrevocably assign, transfer and convey to us (and you shall cause your agents to assign, transfer and convey to us), without further consideration all of your and their right, title and interest in and to the Express Services Data. Upon request by us, you shall and shall cause your agents to execute and deliver to us any other documents that may be necessary or desirable under any applicable law to preserve, or enable us to enforce, our rights with respect to the Express Services Data. You shall limit the disclosure of Express Services Data to only those of your personnel who have been advised of the proprietary nature of the Express Services Data and who have acknowledged the obligation to maintain the confidentiality of the Express Services Data in accordance with the terms of this Agreement and shall only use the Express Services Data to operate the Express Franchise.

(c) Data and Consumer Protection Laws. You represent, warrant and covenant that you are familiar with the requirements of, and that you have been, are and will continue at all times to be, in compliance with all consumer protection, data protection, privacy and cybersecurity laws applicable to your Express Franchise, us or you, including but not limited to the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR"), if you are operating your Express Franchise in California or otherwise providing any Services in California or handling any data of California residents, the California Consumer Privacy Act of 2018 (as amended and pursuant to regulations promulgated thereunder, collectively, "CCPA") including all those requirements set forth in subsection (f) below, the Telephone Consumer Protection Act of 1991 ("TCPA"), the Controlling the Assault of Non-Solicited Pornography and Marketing Act (the "CAN-SPAM Act"), the Telemarketing Sales Rule ("TSR") and the Junk Fax Prevention Act, any regulations related thereto, and similar federal, state and local privacy-related and telemarketing-related laws, rules, regulations and ordinances (collectively, the "Data Protection Laws"). You further represent, warrant and covenant that no person (including any governmental authority) has provided you any notice or commenced any action or investigation with respect to a potential violation by you of the TCPA or any other applicable law, and that you will notify us of any such notice, action or investigation by e-mail at Legal@expresspros.com within fifteen (15) calendar days following your receipt of such notice, action or investigation. Additionally, you shall take such actions and execute such documents, disclosures, and notices as required by law or as requested by us that are necessary for compliance with any of the Data Protection Laws by us or our affiliates. You will reimburse us and our affiliates for all costs and damages incurred in connection with your non-compliance with the Data Protection Laws.

(d) Individual Rights Requests. You shall promptly notify us, and in any case within two (2) days of receipt, unless specifically prohibited by laws applicable to you, if you receive (i) any requests from an individual with respect to Express Services Data, including opt-out requests, requests for access and/or rectification, erasure, restriction, requests for data portability and all similar requests; or (ii) any complaint relating to the processing of personally identifiable information, including allegations that the processing infringes on an individual's

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rights ("Individual Rights Requests"). You are responsible for the intake and triage of all Individual Rights Requests received directly from an individual or from us on behalf of an individual. You will provide relevant information and assistance reasonably requested by us to demonstrate your compliance with your obligations under this Agreement and assist us in meeting our obligations under Data Protection Laws regarding: (i) ensuring the security of Express Services Data; and (ii) the carrying out of privacy and data protection impact assessments and related consultations of data protection authorities. You agree that you will inform us if you believe that any of our instructions made in the context of an audit or inquiry regarding the processing of Express Services Data pursuant to this Agreement would violate applicable law. You are solely responsible for ensuring the licensed URL is maintained with accurate disclosures and policy notices and complies with Data Protection Laws.

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

(f) CCPA Service Provider Designation. Notwithstanding anything to the contrary contained herein, if you receive any personal information ("Personal Information") as defined under the CCPA, you shall not (i) engage in "selling", as defined under the CCPA, of Personal Information received from us or collected on our behalf, or (ii) retain, use, or disclose Personal Information received from us or collected on our behalf for any purpose other than for the specific purpose of performing the Services outlined in Section 1.1. Notwithstanding the forgoing, you may also use Personal Information for your operational purposes or other notified purposes provided that those notified purposes are reasonably necessary and proportionate to achieving the Services identified in the Agreement. You understand the restrictions set forth in this Section 10.3(f) and will comply with such restrictions for as long as you have access to such Personal Information. You shall comply with deletion and access requests submitted by consumers pursuant to the CCPA as reasonably directed by us.

(g) Protection of Data. You shall and shall cause your agents to implement, maintain and enforce adequate administrative, electronic, technical, physical, logical, and other security measures and safeguards consistent with the most stringent and protective of the following: (a) industry best practices; (b) our applicable policies; (c) your information security policies; and (d) applicable laws in order to: (i) prevent unauthorized access, use or disclosure of the Express Services Data and our Confidential Information (including during storage, transmission and disposal); (ii) protect against any anticipated threats or hazards to the security or integrity of the Express Services Data and our Confidential Information; (iii) limit access to the

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Express Services Data and our Confidential Information to your personnel who have a reasonable need for such information; and (iv) ensure the proper, secure and lawful storage, transmission and disposal of the Express Services Data and Confidential Information within possession or control of you and your agents. You shall and shall cause your agents to encrypt all Express Services Data during storage and transmission. We may, from time to time, notify you of additional, new or updated security requirements; provided, that you shall be responsible for any of your costs required to implement such requirements. You shall (and for clarity, you shall ensure that your agents) comply with such new security requirements within sixty (60) days of notice thereof. You shall ensure that Express Services Data is not physically transferred to, accessed by, or otherwise processed by any personnel or systems outside of the United States.

(h) Unauthorized Disclosure of Data. You agree to follow our incident response policy and monitor your system for unauthorized access and to implement an incident response policy that specifies actions to be taken when you detect or become aware of such unauthorized access to your information systems. As part of such response programs, you agree to notify us, by telephone, within twenty four (24) hours upon becoming aware of any breach, or attempted or suspected breach, of your security related to areas, locations, or computer systems which contain any of Express Services Data or other Confidential Information of ours, including (without limitation) any instance of theft, loss, unauthorized access, alteration or destruction by fraud, deception, or other malfeasance or inadvertent access (a "Security Incident"). For the avoidance of doubt, a Security Incident will include, without limitation, a ransomware attack, distributed denial-of-service ("DDoS") attack or any other similar incident whereby a third party obtains control over your systems. In the event of any such Security Incident, you shall further provide to us, in writing, such details concerning the Security Incident as we may reasonably request and shall reasonably cooperate with us, our regulators and law enforcement to assist in regaining possession of such Confidential Information and prevent its further unauthorized use, and take (and document) any necessary remedial actions as may be required to prevent other or further Security Incidents. All information relating to the Security Incident must be retained by you until we have consented in writing to its destruction. If requested by us and subject to our confidentiality obligations, you shall permit us and our agents to access your facilities and/or the affected hardware or software, as applicable, to conduct a forensic analysis of such Security Incident. Depending upon the type and scope of the Security Incident, our personnel may participate in: (i) interviews with your employees and subcontractors involved in the Security Incident; and (ii) review of all relevant records, logs, files, reporting data, systems, your devices, and other materials as otherwise required by us. If we determine that we may need to notify any individual(s) as a result of such Security Incident (unless such Security Incident was solely caused by our negligence), you shall bear all direct and indirect costs associated with such determination including, without limitation, the costs associated with remedial measures (including, without limitation, notice to affected individuals, credit monitoring services, identity restoration services, fraud insurance, the establishment of a call center to respond to client inquiries and any forensic analysis required to determine the scope of the Security Incident). Your obligations under this Section and any breach by you of the obligations in this Section shall not be subject to any limitations on damages suffered by us or our affiliates. No limitation or exclusion in the Agreement shall limit our rights to recover from you damages, losses or sanctions suffered by us to the extent of amounts recovered by, or sanctions awarded to, a third party which are caused by your breach of the obligations in this Section, regardless of how such amounts or sanctions awarded to such third party are characterized.

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

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

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

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

(m) You are responsible for securing and protecting the confidentiality of Payment Card Data in your possession for as long as the Payment Card Data is maintained, including after expiration or termination of this Agreement.

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

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metadata to comply with applicable law, you shall provide notice to both the general notice contact in the Agreement as well as our designated security contact.

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

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

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

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

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

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

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

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

10.7. Email; Domain Name. You will not use the Proprietary Marks or any abbreviation or other name associated with us as part of any e-mail address, domain name, and/or other identification of yourself in any electronic medium. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first

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obtaining Our written consent as to (1) the content of such e-mail advertisements or solicitations; and (2) your plan for transmitting such advertisements. In order to honor the requests of persons who receive e-mails from you, us, and our other franchisees, you agree: (1) to cooperate fully with us in connection with establishing a system-wide list of persons who have opted-out of receiving e-mails from you and our other franchisees; and (2) if we so request in writing, you will honor an opt-out request sent by a person to you, us, or another franchisee of ours, within ten days after your receipt of that opt-out information.

10.8. Third Party Vendors. You will not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of your obligations without our prior written approval. Our consideration of any proposed outsourcing vendors may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement in a form we provide. The provisions of this Section 10 are in addition to and not instead of any other provision of this Agreement.

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

11. Insurance

11.1. Required Insurance.

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

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

12. Marketing/Advertising

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

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

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

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

(c) Subject to Section 10, if you intend to establish your own website or social media account, you must submit to our Marketing/Communications Department the proposed layout, showing your use of the Proprietary Marks and the copy you propose to use for our prior written approval. Any modifications to your previously approved website or social media account must also be approved in writing prior to implementation of the changes.

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

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

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

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

(c) The Fund and all earnings shall be used exclusively to provide the reimbursement in Section 12.3(a) and to meet any and all costs of maintaining, administering, directing and preparing marketing/advertising. All sums you pay to the Fund shall be maintained in a separate account from our funds and shall not be used to defray any of our general operating expenses, except for reasonable administrative costs and overhead, if any, as we may incur in

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activities reasonably related to the administration or direction of the Fund and marketing/advertising programs for you, including conducting market research, preparing marketing and marketing/advertising materials, and collecting and accounting for assessments for the Fund. The Fund and its earnings shall not inure to our benefit.

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

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

13. The Manual

13.1. The Manual.

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

(i) the Sales and Operating Manual;

(ii) the Owner's Only Manual;

(iii) the Expressway(s) Manual; and

(iv) the Brand Guide.

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

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

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

13.3. Changes to the Manual.

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

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

13.4. Use of the Manual.

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

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

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

14. Transfer, Sale, or Assignment

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

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

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

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

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

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

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

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

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

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

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

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

(i) A copy of all documents, including organizational documents, stock certificates, membership certificates, partnership certificates, and other documents relating to the organization of the corporation, limited liability company, or partnership, ownership of shares,

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membership interests, or partnership interests, and assignment and transfer of rights under this Agreement must be submitted to us for our prior written approval.

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

14.5. Transfer to Spouse or Adult Children. You may assign or transfer your rights under this Agreement to a family limited partnership (Family LP) or family limited liability company (Family LLC), or you may assign or transfer your entire interest in this Agreement to your spouse or adult children, without payment of a transfer fee, in each case subject to our prior written consent, and this is a one-time transfer/assignment right. All of the members and managers of a Family LLC must be members of your immediate family. All of the limited partners of a Family LP must be members of your immediate family; the limited partners must collectively own a 99% or greater interest in the limited partnership; and the transferee, or the transferee together with immediate family members, must have and retain control of the general partner. You or your spouse or adult children must at all times be actively involved in the day-to-day operation of your Express Franchise before and after any such transfer. An "immediate family member" is a spouse or child. "Control" requires sufficient equity interest to direct or cause the direction of the management or policies of an entity. If you have assigned your interest in this Agreement to a corporation, Family LLC or Family LP with our prior written consent and wish to sell part or all of the shares or interests to your spouse or adult children, then you may do so one-time without the payment of a transfer fee, provided you obtain our prior written consent. If you make a transfer to a Family LP or a Family LLC, or if you transfer shares to your spouse or adult children as provided above, you shall give us written notice of your desire to make the assignment or transfer of shares or interests and submit to us a current financial statement along with a detailed resume of the business background of the spouse or adult child who is to be a partner, member, or shareholder. We reserve the right to refuse consent to the assignment or transfer if we determine, in our sole and absolute discretion, that the submitted financial statement and background information does not demonstrate that the spouse or adult child has sufficient financial means, management ability, and required qualifications to become our franchisee. Our approval of transfer is subject to the following conditions:

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

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

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

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

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signed, written offer from a responsible and fully identified purchaser and submit a complete copy of the offer to us.

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

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

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

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

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

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

(v) The proposed purchaser has, in our discretion, sufficient business experience, aptitude and financial resources, is of good moral character and otherwise meets our then applicable standards for franchisees. That the principal owner of the business, upon completion of the transfer owns, and agrees at all times to continue to own, a 51% or greater ownership interest.

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

(vii) If the proposed purchaser is buying equity interests in an entity that is a franchisee, then the proposed purchaser must execute a guaranty, personally guaranteeing the performance by the franchised entity and agreeing to be bound by all of the terms and provisions of this Agreement. If the proposed purchaser is buying 51% or more of your Express Franchise

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(whether as equity ownership or assets), then the purchaser must execute a new franchise agreement in the form that we are using at that time.

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

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

(x) The sale, assignment, or transfer to a person other than your spouse or adult child is conditioned upon the payment to us of a transfer fee of 10% of the total sales price received. Our portion shall in no event be less than $5,000, nor more than 50% of the then current initial Franchise Fee. Total sales price means all consideration of any nature or kind payable to you or any other person in connection with the assignment or transfer of this Agreement.

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

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

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

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

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

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

14.8. Your Death. Upon your death, your executor, administrator, or other personal representative may transfer your interest to your spouse, your adult children, or a third party we approve as set forth in this Agreement. If the transferee is your spouse or adult children, then all the requirements of Section 14.6(b), except Section 14.6(b)(x), shall apply and there will not be a transfer fee. If the transferee is a third party, then all the requirements of Section 14.6(b) shall apply and a transfer fee as prescribed in Section 14.6(b)(x) will be charged. If (i) no personal representative is designated or appointed or no probate proceedings are instituted with respect to your estate within 30 days following your death or (ii) following the timely appointment of such representative the parties are unable to locate a suitable transferee for your Express Franchise or either we or your representative (with our approval) has not undertaken to continue operation of your Express Franchise, then we may terminate this Agreement by giving you no less than 30 days' notice of such termination.

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

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

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account. If, as provided in this Section 14.10, we temporarily operate the Express Franchise, you will indemnify and hold us and any of our representatives who may act hereunder harmless from any and all claims arising from the operation of the Express Franchise, including, without limitation, the our and our representative's acts and omissions.

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

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

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

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

15. Termination or Cancellation

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

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

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

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

(c) We materially breach this Agreement, you send us written notice describing the breach in reasonable detail, and, except as otherwise provided herein, we do not cure the breach

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within 30 days. Your termination of this Agreement other than according to this Section 15.2 will be deemed a termination without cause and a material breach of this Agreement.

15.3. Termination or Cancellation by Us.

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

(i) You fail to meet any of the Minimum Performance Standards for any Express Franchise as set forth in Section 5(z)(i) or (ii) for two or more consecutive calendar quarters or as set forth in Section 5(z)(iii) for any two or more calendar quarters in any 12-month period.

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

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

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

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

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

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

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

(ix) You or any of your owners use any of the Proprietary Marks in violation of this Agreement or infringe any trademark, copyright, service mark or other proprietary mark owned or controlled by any third party.

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(x) You do not obtain, maintain, or renew any license or permit required under this Agreement or by any governmental authority for the Express Franchise, or the license or permit is revoked or suspended, regardless of the cause or reason.

(xi) You refuse to permit us to inspect the Express Franchise or your books and records as required in this Agreement.

(xii) You do not complete required training.

(xiii) You operate the Express Franchise in a way that presents a safety hazard to clients or associates; or you fail to address and correct any deficiency, unsatisfactory condition, or areas requiring improvement described in any inspection report we give you.

(xiv) You or any of your owners engage in any other activity or business or are involved with any other enterprise that is competitive with the operations of your Express Franchise or the operations of the business of any of our franchisees in violation of this Agreement.

(xv) You put any associate on your payroll without our prior written consent.

(xvi) You breach any representation, warranty, covenant, or agreement under any lease of real property resulting in the termination of such lease, or otherwise default under any lease of real property and such breach continues after the expiration of the applicable cure period under such the lease.

(xvii) You fail to pay any principal, interest or other obligation when due and payable (and, unless occurring at maturity, such failure continues for three or more days) or otherwise default under any loan.

(xviii) You (A) cease to be solvent, (B) admit in writing your inability to pay your debts as they are due and payable, (C) make an assignment for the benefit of creditors, or (D) institute or have instituted against you (and, if instituted against you, the same is not dismissed within 30 days of the filing thereof) any bankruptcy proceeding or other proceeding for relief under any bankruptcy law or any law for the relief of debtors.

(b) Upon Ten Days' Notice. In addition to the defaults in Section 15.3(a), you will be in default, and if you fail to cure such default within 10 days after we send you written notice of such default, we may terminate or cancel this Agreement by sending you written notice of termination or cancellation, if any of the following occurs:

(i) You fail to comply with any federal, state, or local law or regulation applicable to operation of the Express Franchise.

(i) You fail or refuse to transfer the client account and associates to the new franchisee as provided in Section 2.3(b).

(ii) You send associates to a client's business location within the boundary line of another franchisee's territory without our written approval.

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(iii) You fail to comply with any of the data privacy and protection requirements under Sections 10.2 through 10.13.

(c) Upon 30 Days' Notice. In addition to the defaults in Sections 15.3(a) and (b), you will be in default, and if you fail to cure such default within 30 days after we send you written notice of such default, we may terminate or cancel this Agreement by sending you written notice of termination or cancellation, if any of the following occurs:

(i) You fail or refuse to pay when due any payment or charge due us, any of our affiliates, or others.

(ii) You fail or refuse to submit reports, financial statements, schedules, or other information or supporting records when we request.

(iii) You fail to acquire insurance as required in this Agreement or for some reason cannot qualify for the insurance, or you become uninsurable at a later time.

(iv) Upon your death, (i) no personal representative is designated or appointed or no probate proceedings are instituted with respect to your estate within 30 days following your death or (ii) following the timely appointment of such representative the parties are unable to locate a suitable transferee for your Express Franchise or either we or your representative (with our approval) has not undertaken to continue the operation of your Express Franchise.

(v) Upon your disability, the parties are unable to locate a suitable transferee for your Express Franchise or we have not undertaken to continue the operation of your Express Franchise.

(vi) You fail to comply with any of the other provisions of this Agreement, time in each instance being of the essence.

(d) General Provisions. If the provisions in this Section 15 provide for periods of notice that are less than those required by applicable law, then the provisions will, to the extent they are not in accordance with applicable law, be extended to comply with applicable law. If you or we default under this Agreement and cannot cure the default within the applicable time period, we may by written agreement with you extend the period while you or we are in good faith diligently proceeding to cure the default.

(e) Other Remedies Upon Default. Upon your failure to remedy any noncompliance with any provision of this Agreement, or a default specified in any written notice issued to you under this Article 15, within the time period (if any) we specify in our notice, we have the right, until the default or failure to remedy has been corrected to our satisfaction, to take any one or more of the following actions:

(i) suspend your right to participate in one or more advertising, marketing, or promotional programs that we or the Fund provides;

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(ii) suspend or terminate your participation in any temporary or permanent fee reductions to which we might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

(iii) refuse to provide any operational support this Agreement requires; and/or

(iv) charge you $500 for any instance of non-compliance with our standards or this Agreement (other than your non-payment of a fee owed to us) which you fail to cure after 30 days' notice. Thereafter, we may charge $1,000 per week until you cease such non-compliance. You agree that this fee is a reasonable estimate of our internal costs of personnel time incurred in addressing your non-compliance, and is not a penalty or estimate of all damages arising from your breach.

(v) pay on your behalf any amount that you owe to a supplier or other third party, or incur amounts required necessary to cause your Express Franchise to become compliant with our standards and all requirements under this Agreement. If we do so, you shall pay us such amount plus a 20% administrative charge immediately upon notice by us accompanied by reasonable documentation.

(f) Exercising any of these rights will not constitute an actual or constructive termination of this Agreement or be our sole and exclusive remedy for your default. If we exercise any remedies in this Section rather than terminate this Agreement, we may at any time after the applicable cure period under the written notice has lapsed (if any) terminate this Agreement without giving you any additional corrective or cure period. During any suspension period, you must continue paying all fees and other amounts due under, and otherwise comply with, this Agreement and all related agreements. Our election to exercise any remedies in this Section is not our waiver of any breach of this Agreement. You are not entitled to any compensation (including, without limitation, repayment, reimbursement, refunds, or offsets) for any fees, charges, expenses, or losses you might have incurred due to our exercise of rights provided herein.

16. Certain Post-Termination or Cancellation Obligations

16.1. Rights and Duties upon Termination or Cancellation. Upon the expiration, termination, or cancellation of this Agreement:

(a) Your right to operate an Express Employment Professionals® franchise will immediately, absolutely, and unconditionally cease.

(b) If, after expiration, termination, or cancellation of this Agreement and our making applicable deductions from any monthly franchise accounting statement due you at the time, a condition exists which creates a negative balance as your share, then said negative balance shall be deemed a deficit which you must cure through direct payment to us of the amount of said deficit within 20 days of receipt of the monthly franchise accounting statement. If you fail to make payment, we may proceed to take all actions necessary to collect the sums.

(c) You will pay all money owed to your employees.

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(d) You will maintain continuing responsibility for the outstanding accounts receivable and take all steps to collect those accounts receivable as would be required during the Term.

(e) We agree to repurchase, at your cost, all generic printed material (printed material that can be reused by other franchisees).

(f) We shall have the right and option to purchase any of our signs owned by you at their fair market value.

(g) You will execute any and all agreements necessary to effectuate termination or cancellation in a prompt and timely manner.

(h) We shall retain the social media domain names and accounts used by your Express Franchise, and you agree to cooperate with us in the transfer of the listing and any passwords or other account information to the person and location as we request. You will add, at your expense, a forwarding message to your phone number directing any calls to us and immediately notify the telephone company and all listing agencies of the expiration, termination, or cancellation of your right to use the telephone numbers and any classified or other telephone directory listings associated with your Express Franchise.

(i) You will immediately cease and forever abstain from using the Proprietary Marks or any of our other names, trade names, trademarks, service marks, copyrights, insignia, logos, slogans, colors, signs, and other commercial symbols or using initials, forms, bulletins, marketing and advertising materials, the Manual, or other materials that have any reference to our Proprietary Marks.

(j) You will immediately cancel all fictitious or assumed name or equivalent registrations relating to your use of any Proprietary Marks.

(k) You will immediately cease using, by marketing or advertising or in any other manner; any internet addresses or names similar to ours; our programs or any part of them; any of our forms; the Manual; the Proprietary Marks; the names or words "Express," "Express Pros," "Express Employment Professionals," or any name or mark using the words "Express," and any of our other names, marks, slogans, colors, signs, symbols, or devices that were used in connection with your Express Franchise or that we use in the operation of our business, or any words comprising such names or marks in any way or combination, directly or indirectly, or any words that are similar to "Express Employment Professionals."

(l) You will immediately cease to use in any manner, and turn over to us, at your expense, the Manual, all customer, client, associate, and employee lists, records and files, all marketing and advertising contracts, sales call reports, price lists, employment applications, personnel files, time cards, payroll sheets, job orders, supplies, video or audio tapes, all proprietary software, and all other materials or property and any copies in your possession which relate to the operation of your Express Franchise You agree to =assist us in every possible way to bring about an immediate, effective, complete, and orderly transfer of the items set forth above to us or to the persons as we may designate.

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(m) You will not advertise in connection with the operation of any business as having been formerly connected with us or to have formerly operated an Express Franchise.

(n) We may freely discuss the location and operations of your business with and notify the following persons that you are or will no longer be authorized to operate an Express Employment Professionals® business: prospective franchisees, our clients, our associates, our and your employees, and other in order to retain the location within the system and continue the operation of the business at the location.

(o) You will not, unless required to do so by legal process, make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person or the public about us or any person or entity affiliated with us.

16.2. Reservation of Rights. If you default under this Agreement, in addition to our right to terminate and cancel as provided in Section 15, we will be entitled to offset any amounts owed to us under this Agreement against your portion of the Gross Margin; to exercise any and all rights and remedies available under this Agreement; and to exercise any and all rights and remedies at law or in equity.

17. Confidentiality, Non-Solicitation, and Non-Competition

17.1. Non-Competition. During the term of this Agreement and for 24 months following expiration, termination, or cancellation of this Agreement (the "Restricted Period"), you shall not, on your behalf or on behalf of any other person or entity, directly or indirectly, act or serve as or be or become an owner, investor, member, partner, shareholder, manager, director, officer, employee or independent contractor of any business competitive with ours, including but not limited to a business offering, providing, or arranging Services (the "Restricted Business") (a) during the Term, within the boundary line of your Territory or anywhere in the United States or Canada, and (b) for 24 months following expiration, termination, or cancellation of this Agreement, within the boundary line of your Territory or within 50 miles of the boundary line of your Territory.

17.2. Non-Solicitation of Clients. During the Restricted Period, you shall not, on your own behalf, or on behalf of any other person or entity, directly or indirectly: (i) solicit, divert, or attempt to solicit or divert business related to the Restricted Business from any person or entity who is or was (within two years of the time of solicitation, diversion, or attempted solicitation or diversion) a client of ours or a franchisee of ours, or (ii) solicit, encourage, or initiate discussions or negotiations with any person or entity who is or was (within two years of the time of solicitation, encouragement, or initiation) a client of ours or a franchisee of ours with respect to the termination, reduction, alteration, or interference of his, her or its relationship or business with us or our franchisee.

17.3. Confidentiality. We possess (and may develop and acquire) confidential information, some or all of which constitutes trade secrets, including but not limited to our Manual, methods, standards, procedures, policies, techniques, materials, know-how, research, training programs, client lists, associate lists, applicant lists, financial information, and any and all other trade secrets and confidential information ("Confidential Information"). Confidential Information

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also includes the Express Services Data. We may furnish or make available Confidential Information to you, or Confidential Information may otherwise become known to you. You agree that, during and at all times after the term and expiration, termination, or cancellation of this Agreement, you will: (a) take all steps and action necessary to preserve the confidentiality of the Confidential Information, (b) limit access to the Confidential Information to your employees who need to know the Confidential Information, who have been instructed in the proper policies and procedures for preserving the confidentiality of the Confidential Information, and who have agreed to preserve the confidentiality of the Confidential Information, (c) not use Confidential Information in any business (including a Restricted Business) other than the operation of your Express Franchise, and (d) adopt and implement reasonable policies and procedures to prevent unauthorized access to or use or disclosure of Confidential Information.

17.4. Unfair Competition; Reasonable Restraint. You specifically acknowledge and agree that (a) pursuant to this Agreement, you will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of the system; and (b) you and the other individuals and entities required to comply with this Section 17 will receive an advantage through the training provided under this Agreement, the knowledge of the day-to-day operation of the Express Franchise and access to the Manual, the system, Confidential Information and trade secrets. We grant you the right to use our Proprietary Marks as described in Section 1.1 and we provide various services to you as described in Section 4 (including but not limited to providing you with training, the Manual, materials, sales programs, marketing/advertising assistance, and access to Confidential Information) to facilitate your placement of our associates with our clients. We have developed these Proprietary Marks, services, and Confidential Information over a period of approximately 35 years. You understand, acknowledge and agree that (a) we would not be willing to grant you an Express Franchise, permit you to use Our Proprietary Marks, provide these services to you, or give you access to our specialized training and Confidential Information absent your agreement to comply with the restrictive covenants in this Section 17, and (b) it would be unfair for you, after using and receiving our specialized training and Confidential Information, to engage in any conduct prohibited by this Section 17. You further understand, acknowledge and agree that the restrictions in this Section 17 are reasonable in all respects, including the duration, scope, and geographic and temporal limitations of such restrictions. You waive any right you may have to contest the validity, enforceability, or scope of any of these restrictions.

17.5. Available Remedies. The remedy at law for any breach of Section 17 is and will be inadequate, and in the event of a breach or threatened breach by you, we will be entitled to an injunction restraining you from any breach or threatened breach. We may also pursue any other remedies available for breach or threatened breach, including the recovery of damages, and we may offset any amounts that you owe us or damages to us against the Gross Margin. If you violate this Agreement, the running of the time period of the provisions that are violated, insofar as they relate to you, will be automatically suspended upon the date of the violation and will resume on the date you permanently cease the violation. The dispute resolution provisions of this Agreement will not limit or restrict our ability to seek and obtain injunctive relief from any court.

17.6. Exclusions. The covenant in Section 17.1 shall not apply to ownership by you, an owner of less than five percent (5%) beneficial interest in the outstanding equity securities of any

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publicly held entity, which has any class of securities that have been registered under the federal Securities Exchange Act of 1934, as amended.

17.7. Further Assurances. We may require that you obtain execution of covenants similar to those set forth in Sections 17.1 to 17.3 (as modified to apply to an individual) from any or all of your managers, supervisors and owners.

18. Enforcement

18.1. Severability; Reformation. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction or arbitrator to any extent be invalid or unenforceable, the remainder of this Agreement will be unaffected thereby and shall remain valid and enforceable. If any term or provision of Section 17 shall be determined by a court of competent jurisdiction or arbitrator to any extent to be invalid or unenforceable, the court or arbitrator shall reform such invalid or unenforceable term or provision so that it is valid and enforceable and so that the temporal, geographic and activity restrictions are as long, broad and restrictive as are valid and enforceable under applicable law.

18.2. Implied Waivers. No waiver of any provision of this Agreement shall be effective unless in writing. Failure of either party at any time to require performance of any provision of this Agreement shall not affect the right to require full performance at any later time of such provision or any other provision, and the waiver by either party of a breach of any provision shall not be taken or held to be a waiver of any later breach of such provision or as nullifying the effectiveness of the provision or any other provision.

18.3. Costs and Attorneys' Fees. The prevailing party in any proceeding arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs and expenses (including court and arbitration costs and reasonable attorneys' fees) incurred by the prevailing party in such arbitration or litigation.

18.4. Rights Cumulative. Our rights under this Agreement are cumulative, and our exercise or enforcement of any right or remedy under this Agreement will not preclude our exercise or enforcement of any other right or remedy.

18.5. Governing Law. This Agreement shall be executed and deemed to be entered into and accepted in the State of Oklahoma. The rights of the parties and provisions of this Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of Oklahoma and the United States. However, if the covenants, or any portion of the covenants, set forth in Section 17 of this Agreement would not be enforceable under the laws of the State of Oklahoma, and the principal place of business of your Express Franchise is located outside of such state, then such covenants, or portions (as the case may be), shall be interpreted, construed and governed in accordance with the laws of the state where the principal place of business of your Express Franchise is located.

18.6. Exclusive Jurisdiction and Venue. Excluded Controversies (as defined in Section 18.11(d)) with respect to this Agreement shall be brought exclusively in the District Court of Oklahoma County, Oklahoma, or in the United States District Court for the Western District of Oklahoma. By execution and delivery of this Agreement, the parties irrevocably accept the

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exclusive jurisdiction of such courts and waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the jurisdiction or laying of venue of any such litigation brought in any such court and any claim that any such litigation has been brought in an inconvenient forum. The parties acknowledge that the acceptance of the exclusive jurisdiction of such courts is a material consideration for entering into and performing this Agreement.

18.7. Jury Trial Waiver. To the extent permitted by applicable law, the parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them.

18.8. Damages Waiver. The parties waive to the fullest extent permitted by law any right to or claim for any incidental, consequential, treble, exemplary, or punitive damages against the other party and agree that in a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

18.9. Damage Limitations. In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement. You waive any such claim for damages, and you may not claim any such damages by way of set-off, counterclaim or defense. Your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions for specific performance or declaratory judgment.

18.10. Survival. Any provisions of this Agreement which impose an obligation after the expiration, termination, or cancellation of this Agreement shall survive the expiration, termination, or cancellation of this Agreement and be binding on the parties.

18.11. Dispute Resolution.

(a) Mediation. Both of us agree that we may, at either party's option, undertake efforts to resolve any controversy, claim or dispute arising out of or relating to the Express Franchise, this Agreement or its breach, including without limitation, the scope and validity of this Agreement or any of its provisions or any claim that this Agreement or any of its provisions is invalid, illegal or otherwise voidable or void (including any controversy, claim, or dispute involving an affiliate of ours, or any officer, director, manager, employee, agent, or representative of ours or any of our affiliates) (each, a "Dispute") by initiating mediation of the Dispute by giving the other party written notice (the "Mediation Notice") of any Dispute. If one party initiates mediation by delivery the Mediation Notice to the other party, then the parties will make a good faith attempt to settle the Dispute by mediation under the provisions of this Section before commencing arbitration. The mediation will be conducted in Oklahoma City, Oklahoma, in accordance with the International Institute for Conflict Prevention & Resolution Mediation Procedure in effect on the date of this Agreement. Within 30 days after the mediator has been selected, senior executives or other representatives of each party who have authority to settle the dispute will meet with the mediator for at least one mediation session. If the Dispute cannot be settled at that mediation session or at any mutually agreed continuation of that mediation session, either party may submit the Dispute to arbitration under Section 18.11(b). All conferences and discussions that occur in connection with the mediation conducted under this Agreement will be deemed compromise and settlement conferences and discussions. Each party will bear its own

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costs of mediation, and any costs payable to the mediation service or the mediator will be shared equally by you and us.

(b) Arbitration. Any Dispute not resolved through mediation shall be submitted to arbitration before and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") at the AAA office located nearest to our principal place of business at the time the arbitration proceeding is commenced, unless otherwise agreed to in writing by the parties. Notwithstanding any provision of this Agreement relating to which state laws govern this Agreement, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.) and the federal common law of arbitration. Judgment upon an arbitration award may be entered in any court having competent jurisdiction and shall be final, binding and non-appealable. You and we hereby waive, to the fullest extent permitted by law, any claim for any punitive or exemplary damages against the other party and agree that, in the event of a Dispute, each shall be limited to the recovery of only the actual damages sustained, which may include recovery of lost future royalties.

(c) Procedure for Arbitration. The arbitration provisions are self-executing and shall remain in full force and effect after the expiration or termination of this Agreement. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise, notwithstanding such failure to appear. With respect to any Dispute, (i) arbitration proceedings shall be conducted before three arbitrators, one of which shall be chosen by you and one by us, and the third of which shall be selected by the two chosen arbitrators; and (ii) the parties agree to a time limit of twelve (12) months to reach a final determination for any such proceeding as measured from the date that a notice of arbitration is filed in the AAA. If the two chosen arbitrators are unable to agree upon a third arbitrator within fourteen (14) days after the Dispute has been submitted to arbitration, either you or we may petition the AAA to appoint the third arbitrator. The parties agree that the arbitrator(s) shall have the power to award all forms of relief including but not limited to damages, injunctive relief, preliminary injunctive relief, temporary restraining orders, and reasonable attorneys' fees and expenses to any party in such arbitration.

(d) Excluded Controversies. Notwithstanding anything to the contrary contained herein, at our election, the provisions of Section 18.6 and Sections 18.11(a) through Section 18.11(c) shall not apply to any controversies relating to any fee due us or our affiliates; any promissory note payments due to us or our affiliate; any trade payables due to us or our affiliate as a result of the purchase of any equipment, goods, or supplies (collectively, "Excluded Controversies"). At our election, the provisions of Section 18.6 and Sections 18.11(a) through Section 18.11(c) shall also not apply to any controversies relating to the use and protection of the Proprietary Marks or the Express Employment Professionals® system, including our right to apply to any court of competent jurisdiction for appropriate injunctive relief, temporary restraining orders, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the *status quo* or prevent irreparable injury pending resolution by arbitration of the actual dispute.

(e) Waiver of Consolidated, Representative or Class Actions. The parties agree that arbitration will be conducted on an individual basis and not in a class, consolidated or

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representative action, and only we (any officer, director, manager, employee, agent, or representative of ours or any of our affiliates, as applicable) and you may be parties to any arbitration, and that no such arbitration proceeding may be consolidated or joined with another arbitration proceeding involving you and us and/or any other person. The foregoing sentence is an integral provision of the arbitration procedures set forth in this Section 18.11 and may not be severed herefrom notwithstanding any provision to the contrary contained in this Agreement.

(f) Time Limitation for Commencing Proceedings. Any claim relating to a Dispute must be commenced within one year from the expiration or termination of this Agreement, or from the act or omission complained of, whichever occurs first.

(g) Survival of Provisions. The provisions of this Section 18.11 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

19. General

19.1. Our Independent Contractor. You are an independent contractor. The relationship between you and us is one of franchisee and franchisor. Nothing in this Agreement shall be construed to constitute you as our employee, agent or representative or to constitute you and us as partners, or joint venturers, legal representatives, general or special agents, employees or servants of the other for any purpose. We do not have a fiduciary duty to you. You will not have the power to obligate us for any expenses, liability or other obligations, other than wages to associates you place, without our prior written approval.

19.2. Your Employees and Independent Contractors. Neither you nor any individual whose compensation for service you pay is in any way, directly or indirectly, expressly or by implication construed to be an employee of ours for any purpose, and particularly as to any tax or contributions or requirement or withholding levied or fixed by any city, state, or federal agency. We will not have the power to hire or fire your employees.

19.3. Our Franchisee. You will conspicuously identify yourself at your Express Office and in all dealings with clients, contractors, suppliers, public officials and others as an independent Franchisee of ours and will place other notices of independent ownership on forms, stationery and other materials as we may require.

19.4. No Agency. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees or representations in the name of or on behalf of the other party, or represent the relationship between us and you as other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the Express Franchise.

19.5. No Liability for Your Obligations. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties that you make that are not specifically authorized in this Agreement. Neither we nor any of our affiliated companies will be

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liable for any of your acts, omissions, debts, or other obligations, including any obligations that arise from or relate to your operation of the franchised business.

19.6. Notices. Any notice or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by personal service; sent by United States registered or certified mail, return receipt requested, postage prepaid; sent by overnight delivery or courier; or transmitted electronically. Notices to us shall be addressed to Our principal offices, 9701 Boardwalk, Oklahoma City, OK 73162 or other address that We may designate in writing. Notices to you shall be addressed to you at the address we maintain in our records. Either party may change the address for notices by sending notice as provided in this Section 19.6.

19.7. Amendment. This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. You acknowledge and agree that no oral promises or declarations were made to you and that our obligations are confined exclusively to the terms in this Agreement

19.8. Control in a Crisis. If an event occurs in the operation of your Express Franchise that has or, in our judgment, may cause harm or injury to clients or associates or adversely affect the image or reputation of Express Employment Professionals® (collectively "Crisis Situations"), You will: (a) where necessary, immediately contact appropriate authorities and emergency care providers to assist in addressing the harm or injury, and (b) immediately inform us by telephone of the Crisis Situation. You must refrain from making any internal or external announcements, including communications with the news media, regarding the Crisis Situation. To the extent we consider it appropriate, we may control the manner in which the Crisis Situation is handled, including conducting all communication with the news media, providing or arranging care or assistance for injured persons, or even temporarily closing the Express Franchise. You acknowledge that, in directing the management of any Crisis Situation, we may engage the services of attorneys, experts, public relations, and other professionals as we consider appropriate. You and your employees must cooperate fully with us in these efforts and activities and will be bound by all further Crisis Situation procedures we may develop. The indemnification provisions of this Agreement will include any and all expenses we may incur from our exercise of rights in this Section 19.8.

19.9. Patriot Act Compliance. You represent, warrant, and certify to us that neither you nor any of your directors, officers, shareholders, partners, managers, members, employees, or agents, nor any of your affiliates or their directors, officers, shareholders, partners, managers, members, employees, or agents, nor any other direct or indirect interest holder of any of the preceding: (a) are or have been listed on any Government Lists; (b) are or have been determined by any competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001), or any other similar prohibitions contained in the rules and regulations of the Office of Foreign Assets Control, United States Department of the Treasury ("OFAC") or in any related enabling legislation or other Presidential Executive Orders; (c) have been indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any offenses under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "USA Patriot Act"); (d) are or have been under investigation by any governmental authority (as defined below) for alleged criminal

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activity; or (e) have or have had a reputation in the community for criminal or unethical behavior. "Government Lists" means the "Specially Designated Nationals and Blocked Persons List" maintained by OFAC; any other list of terrorists, terrorist organizations, or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC; or any similar list maintained by the United States Department of State, the United States Department of Commerce, or any other governmental authority, or pursuant to any Executive Order of the President of the United States.

19.10. Owners' Guaranty. Each of your owners, partners, shareholders, or members who own more than 5% of the equitable interest of you, on a fully diluted basis, must execute and deliver the Owners' Guaranty attached to this Agreement. All such owners agree to be bound by all the terms and conditions of this Agreement and agree to perform all of the duties and obligations required of you and agree to personally guarantee all of your obligations set forth in this Agreement. Any guarantor shall not transfer, assign, or pledge any of its shares of capital stock or other interest in you without our prior written consent. Your liability, as well as the liability of each of your owners, partners, shareholders, or members, shall be joint and several. "Fully Diluted Basis" shall mean, as of the date of determination, with respect to an equitable interest, all such issued and outstanding interests and any security or obligation that by its terms, directly or indirectly, may be converted into, exchangeable, or exercisable for any such equitable interest or any right to acquire the same, issuable upon the exercise of any event or action.

19.11. Entire Agreement. This Agreement, and all exhibits, appendices and ancillary agreements executed contemporaneously with this Agreement including, without limitation, the Manual, constitute the entire agreement between you and us, oral and written, and supersede any and all prior negotiations, understandings, representations and agreements; and shall not be modified or amended except in writing signed by the parties; provided, however, that nothing in this or any related agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. You acknowledge and agree that you are entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of your own independent investigation of the Express Franchise and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees which are contrary to the terms set forth in this Agreement or of any offering circular, prospectus, disclosure document or other similar document required to be given to you by applicable law.

19.12. Binding Effect. The provisions shall be binding upon the parties and their heirs, administrators, executors, survivors and/or successors and assigns.

19.13. Construction. Any reference to the masculine gender shall include the feminine gender. Any and all references to "you" include your principal owners.

19.14. Caveat. The success of your Express Franchise is speculative and depends to a large extent upon your ability as an independent business person and your active participation in the daily affairs of the Express Franchise, as well as other factors. We do not make any representation or warranty, express or implied, as to the potential success of the Express Franchise. You acknowledge that you have entered into this Agreement after making an independent investigation of our operations and not upon any representation as to gross revenues, volume, potential earnings, or profits which you in particular might be expected to realize, nor has anyone

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made any other representation which is not expressly set forth, to induce you to accept and execute this Agreement. This Agreement shall not be effective until we accept it as evidenced by dating and signing by one of our officers.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Franchise Agreement effective as of the date first written above.

We; Us; Our: Express Services, Inc.

By:_____
William H. Stoller, Chief Executive Officer

You; Your (if You are an individual): Signature:_____
Name: _____

You; Your (if You are an entity): Your Name:_____

By:_____
Name:_____
Title:_____

Principal Owners (if You are an entity): Signature:_____
Name: _____

Signature:_____
Name: _____

Signature:_____
Name: _____

Signature:_____
Name: _____

Signature:_____
Name: _____

Signature:_____
Name: _____

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Owners' Guaranty

This Owner's Guaranty (this "Guaranty") is made by the undersigned individuals (the "Guarantors") in favor of Express Services, Inc., a Colorado corporation ("We," "Us," or "Our"), in connection with the Franchise Agreement, dated as of the date hereof (the "Franchise Agreement"), by and between Us and _____ ("Franchisee").

In consideration of, and as an inducement to, the execution of the Franchise Agreement by Us, each of the Guarantors hereby, jointly and severally, (1) personally and unconditionally guarantees to Us, and Our successors and assigns, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement, and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement to the same extent as Franchisee and as if Guarantor were the Franchisee under the Franchise Agreement. This Guaranty shall remain in effect as long as any obligation under the Franchise Agreement or any obligation of Franchisee to you relating to the business franchised under the Franchise Agreement remains unperformed or unsatisfied. To the extent any provisions of the Franchise Agreement survive its termination or cancellation, this Guaranty shall likewise survive its termination or cancellation.

Each Guarantor waives: (1) acceptance and notice of acceptance by Us of these undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligation guaranteed; (3) protest and notice of default to any person with respect to the indebtedness or nonperformance of any obligation guaranteed; (4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed.

Each Guarantor consents and agrees that: (1) his or her liability under this Guaranty shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and any other Guarantor; (2) he or she shall render any payment or performance required of Franchisee under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) his or her liability shall not be contingent or conditioned upon pursuit by Us of any remedy against Franchisee or any other person; (4) his or her liability shall not be diminished, relieved or otherwise affected by (a) any extension of time, credit or other indulgence which We may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, or (b) any bankruptcy of Franchisee; (5) this Guaranty shall be continuing and irrevocable as long as any obligation of Franchisee or Guarantor under the Franchise Agreement or this Guaranty remains unperformed or unsatisfied; (6) he or she is bound by the restrictive covenants (including those related to confidentiality, non-competition, and non-solicitation), indemnification, arbitration and dispute resolution, and all other provisions contained in the Franchise Agreement to the same extent as Franchisee and as if Guarantor were the Franchisee under the Franchise Agreement and that such provisions are reasonable; (7) at Our request, Guarantor will provide to Us updated financial information as may be necessary, in Our discretion, to demonstrate his or her ability to satisfy the obligations of the Franchisee under the Franchise Agreement; and (8) he or she will pay all costs and expenses (including court and arbitration costs and reasonable attorneys' fees) incurred by Us in enforcing or attempting to enforce this Guaranty.

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We may separately enforce this Guaranty directly against any of the Guarantors without the joinder of any other party or parties and without first having sought relief against the Franchisee, any other Guarantor, or any other party or parties.

This Guaranty shall be governed by, and construed in accordance with, Oklahoma law.

The Guarantors have executed and delivered this Guaranty contemporaneously with the execution of the Franchise Agreement by Franchisee.

Guarantors:

Signature:_____
Name: _____

Signature:_____
Name: _____

Signature:_____
Name: _____

Signature:_____
Name: _____

Signature:_____
Name: _____

Signature:_____
Name: _____

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Exhibit A
Proprietary Marks

Trademark	Registration Number	Registration Date
EXPRESS	1647022	06-04-91
EXPRESS with stylized "X"	3886624	12-11-07
EXPRESS EMPLOYMENT PROFESSIONALS with stylized "X"	3890464	12-14-10
EXPRESS EMPLOYMENT PROFESSIONALS (Block Letters)	3521806	10-21-08
STYLIZED "X"	3517960	10-14-08
RESPECTING PEOPLE. IMPACTING BUSINESS. (Tag Line)	3513595	10-07-08

All of the above Proprietary Marks are owned by Alamo Franchise Services, LLC.

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Exhibit B

Location and Territory

The Location of Your Express Office is:

The Territory of Your Express Franchise is:

Notwithstanding anything to the contrary, the above territory description is subject to potential changes and adjustments as provided in the Franchise Agreement.

Initials	
Franchisee	Express Services, Inc. D. Keith McFall, Executive Vice President

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Exhibit C
SAMPLE BONUS QUALIFICATION SCHEDULE

To calculate Your bonus on the table below:
1. Select Your AAGM% or $/hr. (whichever column is further to the right) at the top of the table.
2. Select Your AGM$ row from the left side of the table.
3. Your bonus % is found where the selected column and row intersect.

$/Hour	3.34	3.42	3.52	3.61	3.70	3.81	3.90	4.09	4.27	4.46	4.65	4.84	5.02	5.21	5.38	5.59	5.76	5.95	6.13	6.35	6.51	6.69	6.89	7.07
AAGM%	18.00%	18.50%	19.00%	19.50%	20.00%	20.50%	21.00%	22.00%	22.00%	24.00%	25.00%	26.00%	27.00%	28.00%	29.00%	30.00%	31.00%	32.00%	33.00%	34.00%	35.00%	36.00%	37.00%	38.00%
AGM$																								
779,600	0.20%	0.25%	0.30%	0.35%	0.40%	0.45%	0.50%	0.513%	0.525%	0.538%	0.550%	0.563%	0.575%	0.588%	0.600%	0.613%	0.625%	0.638%	0.650%	0.663%	0.675%	0.688%	0.700%	0.713%
1,169,500	0.40%	0.50%	0.60%	0.70%	0.80%	0.90%	1.00%	1.025%	1.050%	1.075%	1.100%	1.125%	1.150%	1.175%	1.200%	1.225%	1.250%	1.275%	1.300%	1.325%	1.350%	1.375%	1.400%	1.425%
1,558,900	0.60%	0.75%	0.90%	1.05%	1.20%	1.35%	1.50%	1.538%	1.575%	1.613%	1.650%	1.688%	1.725%	1.763%	1.800%	1.838%	1.875%	1.913%	1.950%	1.988%	2.025%	2.063%	2.100%	2.138%
1,948,800	0.80%	1.00%	1.20%	1.40%	1.60%	1.80%	2.00%	2.050%	2.100%	2.150%	2.200%	2.250%	2.300%	2.350%	2.400%	2.450%	2.500%	2.550%	2.600%	2.650%	2.700%	2.750%	2.800%	2.850%
2,338,500	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	2.563%	2.625%	2.688%	2.750%	2.813%	2.875%	2.938%	3.000%	3.063%	3.125%	3.188%	3.250%	3.313%	3.375%	3.438%	3.500%	3.563%
2,728,600	1.20%	1.50%	1.80%	2.10%	2.40%	2.70%	3.00%	3.075%	3.150%	3.225%	3.300%	3.375%	3.450%	3.525%	3.600%	3.675%	3.750%	3.825%	3.900%	3.975%	4.050%	4.125%	4.200%	4.275%
3,118,500	1.40%	1.75%	2.10%	2.45%	2.80%	3.15%	3.50%	3.588%	3.675%	3.763%	3.850%	3.938%	4.025%	4.113%	4.200%	4.288%	4.375%	4.463%	4.550%	4.638%	4.725%	4.813%	4.900%	4.988%
3,508,100	1.60%	2.00%	2.40%	2.80%	3.20%	3.60%	4.00%	4.100%	4.200%	4.300%	4.400%	4.500%	4.600%	4.700%	4.800%	4.900%	5.000%	5.100%	5.200%	5.300%	5.400%	5.500%	5.600%	5.700%
3,897,800	1.80%	2.25%	2.70%	3.15%	3.60%	4.05%	4.50%	4.613%	4.725%	4.838%	4.950%	5.063%	5.175%	5.288%	5.400%	5.513%	5.625%	5.738%	5.850%	5.963%	6.075%	6.188%	6.300%	6.413%
4,287,800	2.00%	2.50%	3.00%	3.50%	4.00%	4.50%	5.00%	5.125%	5.250%	5.375%	5.500%	5.625%	5.750%	5.875%	6.000%	6.125%	6.250%	6.375%	6.500%	6.625%	6.750%	6.875%	7.000%	7.125%
4,677,400	2.20%	2.75%	3.30%	3.85%	4.40%	4.95%	5.50%	5.638%	5.775%	5.913%	6.050%	6.188%	6.325%	6.463%	6.600%	6.738%	6.875%	7.013%	7.150%	7.288%	7.425%	7.563%	7.700%	7.838%
5,457,200	2.40%	3.00%	3.60%	4.20%	4.80%	5.40%	6.00%	6.150%	6.300%	6.450%	6.600%	6.750%	6.900%	7.050%	7.200%	7.350%	7.500%	7.650%	7.800%	7.950%	8.100%	8.250%	8.400%	8.550%
6,236,600	2.60%	3.25%	3.90%	4.55%	5.20%	5.85%	6.50%	6.663%	6.825%	6.988%	7.150%	7.313%	7.475%	7.638%	7.800%	7.963%	8.125%	8.288%	8.450%	8.613%	8.775%	8.938%	9.100%	9.263%
7,016,500	2.80%	3.50%	4.20%	4.90%	5.60%	6.30%	7.00%	7.175%	7.350%	7.525%	7.700%	7.875%	8.050%	8.225%	8.400%	8.575%	8.750%	8.925%	9.100%	9.275%	9.450%	9.625%	9.800%	9.975%
7,796,100	3.00%	3.75%	4.50%	5.25%	6.00%	6.75%	7.50%	7.688%	7.875%	8.063%	8.250%	8.438%	8.625%	8.813%	9.000%	9.188%	9.375%	9.563%	9.750%	9.938%	10.000%	10.000%	10.000%	10.000%
8,575,300	3.20%	4.00%	4.80%	5.60%	6.40%	7.20%	8.00%	8.200%	8.400%	8.600%	8.800%	9.000%	9.200%	9.400%	9.600%	9.800%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
9,355,100	3.40%	4.25%	5.10%	5.95%	6.80%	7.65%	8.50%	8.713%	8.925%	9.138%	9.350%	9.563%	9.775%	9.988%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
10,134,600	3.60%	4.50%	5.40%	6.30%	7.20%	8.10%	9.00%	9.225%	9.450%	9.675%	9.900%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
10,914,100	3.80%	4.75%	5.70%	6.65%	7.60%	8.55%	9.50%	9.738%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
11,693,600	4.00%	5.00%	6.00%	7.00%	8.00%	9.00%	10.00%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%

The resulting Bonus Qualification will be paid to You within 30 days after the close of Our fiscal year end. The AGM $ and $/Hour amounts in the above chart will be adjusted annually in accordance with the increase in the Consumer Price Index.

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Exhibit D
Branch Office Addendum

[*To Be Signed By You Prior To Your Opening Of Any Branch Office*]

This Branch Office Addendum ("Addendum") is made and entered into this _____ day of _____, 20 _____ by and between Express Services, Inc., a Colorado corporation ("we," "us" or "our"),and _____
("you" and "your").

We and you have entered into a Franchise Agreement dated _____, 20____, (as amended or amended and restated, the "Agreement") for your operation of an Express Employment Professionals® Franchise (the "Express Franchise") in the territory defined in the Agreement (the "Territory"). All terms used herein and not otherwise defined shall have the same meaning as set forth in the Agreement.

In connection with, and in addition to, operating the Express Franchise, you wish to obtain rights to operate one additional office (the "Branch Office") from a location within the boundary line of your Territory.

You understand and acknowledge the importance of our high and uniform standards of quality and service and the necessity of operating the Branch Office in conformity with our standards and specifications.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other valuable consideration received, the parties hereby agree as follows:

1. Grant.

1.1 We hereby grant to you, on the terms and conditions contained in this Addendum, as well as the terms and conditions contained in the Agreement, the right, and you undertake the obligation, to operate one Branch Office as an extension of the Express Franchise, and to operate the Branch Office according to our rules and procedures, as well as the Proprietary Marks we designate.

1.2 The Branch Office shall be located within the boundary line of your Territory at the following location:

_____
_____
_____.

You may relocate the Branch Office within the boundary line of your Territory only with our prior written approval. You must provide us with at least 10 days written notice prior to closing, or discontinuing operations at, the Branch Office.

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2. Term. Unless sooner terminated or cancelled, this Addendum shall expire upon the expiration, termination, or cancellation of the Agreement. If you renew the Agreement, you shall have the right to extend the right to operate the Branch Office by complying with the provisions and conditions of the Agreement regarding renewals as if those provisions and conditions were part of this Addendum; provided, however, that you shall execute our then-current form of Branch Office Addendum, which addendum may have terms different from the terms of this Addendum. No Branch Office Fee will be charged upon renewal.

3. Fees. We acknowledge that you have paid a Branch Office Fee of $3,000. The Branch Office Fee is fully earned by us upon our execution and delivery of this Addendum and is not refundable under any circumstances.

4. Training. You shall not be required to attend additional training for operation of the Branch Office, but you accept the responsibility to train your employees for the operation of the Branch Office.

5. Operations. You agree to commence operations at the Branch Office within 90 days after the execution of this Addendum. Time is of the essence. You agree to operate the Branch Office continuously throughout the term of this Addendum.

6. Manual. You agree to operate the Branch Office in strict compliance with the systems, procedures, methods, policies and requirements prescribed in the Manual for the Branch Office.

7. Computers. You must open your Branch Office with an EDN (Express Data Network) connection, as described in the Agreement. All hardware and software must meet the same requirements and configurations outlined in the Manual and the Agreement. For each connection, you must purchase through us a server that meets the specifications that we determine are needed for your Branch Office.

8. Cross Default. Any default under the Agreement shall constitute a default under this Addendum, and any default under this Addendum shall constitute a default under the Agreement. In the event you default with respect to the operation of the Branch Office, we may, in our sole discretion, either: (a) terminate or cancel only this Addendum and your rights hereunder; or (b) terminate or cancel both this Addendum and the Agreement, and your rights thereunder.

9. Affirmation of Agreement. Except as expressly provided for herein, all of the terms and conditions of the Agreement shall remain in full force and effect and shall be wholly applicable to your operation of the Branch Office. You agree to comply with any of our written directives having specific applicability to the operation of the Branch Office.

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IN WITNESS WHEREOF, the parties have duly executed this Addendum on the date first above written.

FRANCHISOR:	**FRANCHISEE:**
Express Services, Inc.	_____
By:_____	By:_____
Name (print):_____	Name (print):_____
Title:_____	Title:_____
Date:_____	Date:_____

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Exhibit E
Recruiting Station Addendum

[*To Be Signed By You Prior To Your Opening Of Any Temporary Recruiting Station*]

This Recruiting Station Addendum ("Addendum") is made and entered into this __ day of _____ , 20__ by and between Express Services, Inc., a Colorado corporation ("we," "us" or "our"), and _____ ("you" and "your").

We and you have entered into a Franchise Agreement dated _____, ____, (as amended or amended and restated, "Agreement") for you operation of an Express Employment Professionals® Franchise ("Express Franchise") within the boundary line of your territory as defined in your Agreement ("Territory"). All terms used herein and not otherwise defined shall have the same meaning as set forth in your Agreement.

In connection with, and in addition to, operating your Express Franchise, you wish to obtain rights to operate one recruiting station ("Recruiting Station") from a location within the boundary line of your Territory.

You understand and acknowledge the importance of our high and uniform standards of quality and service and the necessity of operating your Recruiting Station in conformity with our standards and specifications.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other valuable consideration received, the parties hereby agree as follows:

1. Grant.

1.1. We hereby grant to you, on the terms and conditions contained in this Addendum, as well as the terms and conditions contained in your Agreement, the right, and you undertake the obligation, to operate one Recruiting Station as an extension of your Express Franchise, and to operate your Recruiting Station according to our rules and procedures, as well as the Proprietary Marks we designate.

1.2. Your Recruiting Station shall be located within the boundary line of your Territory at the following location: _____
_____
_____.

You may relocate your Recruiting Station within the boundary line of your Territory only with our prior written approval. You must provide us with at least 10 days written notice prior to closing, or discontinuing operations at, your Recruiting Station.

2. Term. Unless sooner terminated, this Addendum shall expire upon the expiration, termination, or cancellation of your Agreement. If you renew your Agreement, you shall have the right to extend the right to operate your Recruiting Station by complying with the provisions and

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conditions of your Agreement regarding renewals as if those provisions and conditions were part of this Addendum; provided, however, that you shall execute Our then-current form of Recruiting Station Addendum, which addendum may have terms different from the terms of this Addendum. No additional Recruiting Station Fee will be charged upon renewal.

3. Fees. We acknowledge that you have paid a Recruiting Station Fee of $300. Your Recruiting Station Fee is fully earned by us upon our execution and delivery of this Addendum and is not refundable under any circumstances.

4. Training. You shall not be required to attend additional training for operation of your Recruiting Station, but you accept the responsibility to train your employees for your operation of your Recruiting Station.

5. Operations. You agree to commence operations at your Recruiting Station within 90 days after the execution of this Addendum. Time is of the essence. You agree to operate your Recruiting Station continuously throughout the term of this Addendum.

6. Manual. You agree to operate your Recruiting Station in strict compliance with the systems, procedures, methods, policies and requirements prescribed in the Manual for your Recruiting Station.

7. Computers. We will not provide or have the obligation to provide Technical computer support or backup for your Recruiting Station.

8. Signage. As your Recruiting Station will not operate as an Express Franchise, you shall not use any signage containing the Proprietary Marks at your Recruiting Station without our specific prior written approval.

9. Cross Default. Any default under your Agreement shall constitute a default under this Addendum, and any default under this Addendum shall constitute a default under your Agreement. In the event of a default by you with respect to the operation of your Recruiting Station, we may, in our sole discretion, either: (a) terminate or cancel only this Addendum and your rights hereunder; or (b) terminate or cancel both this Addendum and your Agreement, and your rights thereunder.

10. Affirmation of Agreement. Except as expressly provided for herein, all of the terms and conditions of your Agreement shall remain in full force and effect and shall be wholly applicable to your operation of your Recruiting Station. You agree to comply with any of our written directives having specific applicability to the operation of your Recruiting Station.

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IN WITNESS WHEREOF, the parties have duly executed this Addendum on the date first above written.

FRANCHISOR:	**FRANCHISEE:**
Express Services, Inc.	_____
By:_____	By:_____
Name (print):_____	Name (print):_____
Title:_____	Title:_____
Date:_____	Date:_____

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Exhibit F
License Agreement

[*To Be Signed By You In Connection with Your Request to Use Licensed Materials*]

This Non-Exclusive Copyright License Agreement ("Agreement") is between Express Services, Inc. ("Licensor"), and Licensee, identified below, and is effective as of the Effective Date.

A. Licensor owns rights in certain images and videos, which are identified below ("Licensed Works").

B. Licensee desires to use the Licensed Works for the Licensed Use and Licensor desires to grant a limited license to use the Licensed Works, subject to the terms and conditions of this Agreement.

Licensee	
Effective Date	
Licensed Works	
Licensed Use	
Term	

NOW, THEREFORE, in consideration of the foregoing and mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License Grant. Licensor grants to Licensee a limited, non-exclusive license to use the Licensed Works solely for the Licensed Use. Licensee will not use the Licensed Works for any other purpose or in any other manner other than as specified in the Licensed Use without the prior express written consent of Licensor. All rights not expressly granted to Licensee are reserved by Licensor. Unless expressly authorized in writing, Licensee will **NOT** engage in any of the following activities with the Licensed Works:

- **Upload the Licensed Works to a YouTube or video hosting platform;**

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- **Provide images or files from the Licensed Works to any third party except as may be reasonably required for Licensee to engage in the Licensed Use;**
- **Edit, manipulate, or modify any videos from original file (exception for tagable spots created for media and commercial use).**
- **Use videos as stock footage for locally created videos**
- **Duplicate videos for redistribution**
- **Use the Works to endorse or imply endorsement or sponsorship without prior approval**

2. Term. The Term of this Agreement shall be for the time period specified above, following which this Agreement shall immediately terminate. If no term is specified above, the term of this Agreement shall be for one year from the Effective Date. Following termination of this Agreement, Licensee shall immediately discontinue all use of the Licensed Works and delete all copies of the Licensed Works in Licensee's possession unless otherwise instructed by Licensor.

3. Ownership. Licensee hereby acknowledges that Licensor is the sole and exclusive owner of all rights, title and interest in and to the Images, including all copyrights, and agrees that at no time will it challenge Licensor's ownership in the Images.

4. Notice. Licensee agrees that it will include the following credit line in all materials associated with the Goods:

All images and videos and are provided courtesy of Express Services, Inc. and may not be reproduced in any manner without the express written consent of Express Services, Inc.

5. Indemnity. Licensee agrees to indemnify and to defend and hold harmless Licensor and its agents, representatives, successors and assigns from and against any and all claims, demands, losses, costs and expenses, including reasonable attorneys' fees, investigations, damages, judgments, penalties, and liabilities of any kind or nature, arising out of or allegedly arising out of Licensee's use of the Licensed Works.

6. Other Terms. The terms of this Agreement may be waived only by a written instrument expressly waiving such term or terms and executed by the party waiving compliance. The waiver of any term or condition of this Agreement by either party hereto shall not constitute a modification of this Agreement, nor prevent a party hereto from enforcing such term or condition in the future with respect to any subsequent event, nor shall it act as a waiver of any other right accruing to such party hereunder.

7. This Agreement is divisible and separable. If any provision of this Agreement is held to be or becomes invalid, illegal or unenforceable, such provision or provisions shall be reformed to approximate as nearly as possible the intent of the parties, and the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable to the greatest extent permitted by law. This Agreement shall be construed according to the laws of the State of Oklahoma and embodies the entire understanding between the parties and supersedes and replaces any and all prior understandings, arrangements, and/or agreements, whether written or oral, relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit

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of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Licensee shall not assign or otherwise transfer the rights granted herein and any assignment or transfer made in violation of this provision shall be void.

Express Services, Inc.	LICENSEE
By: _____	By: _____ Name, Title

Please fax the completed form to Jennifer McCuistion or James Thach in the Marketing and Communications department at (405) 717-5516 or email the form to james.thach@expresspros.com and jennifer.mccuistion@expresspros.com.

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SERVICES, INC.

EXHIBIT B
ADDENDUM

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EXPRESS SERVICES, INC.
BRIDGE TO OWNERSHIP ADDENDUM TO FRANCHISE AGREEMENT

THIS BRIDGE TO OWNERSHIP ADDENDUM (the "**BTO Addendum**") is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and _____ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at _____.

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' Bridge to Ownership program (the "**BTO Program**").

C. In connection with Franchisee's participation in the BTO Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Franchisee's Qualifications. Franchisee hereby represents and warrants to Express that: (i) Franchisee (or its principal owner) has a minimum of five (5) years of experience in the staffing industry; or (ii) Franchisee (or its principal owner) was Express' employee for at least three (3) years.

2. Revolving Loan Agreement. In connection with Franchisee's participation in the BTO Program, Express agrees to provide a line of credit to Franchisee with a maturity date of eighteen (18) months following the date of the note, and Franchisee hereby agrees to execute the Revolving Loan Agreement, Promissory Note, & Guaranty attached to this BTO Addendum as Exhibit A (the "Revolving Note"), and repay Express in accordance with the terms thereof.

3. Term Loan Agreement. Following the maturity date of the Revolving Note, and provided that Franchisee is not in default under the Revolving Note, the Franchise Agreement, or any other obligation to Express, Express agrees to transfer the then-outstanding balance of principal and interest under the Revolving Note to a fully amortizing term loan, and Franchisee hereby agrees to execute the Amended and Restated Loan Agreement, Promissory Note, & Guaranty attached to this BTO Addendum as Exhibit B, and repay Express in accordance with the terms thereof.

4. Transfer. Notwithstanding anything to the contrary in Section XIV (or other similar provisions) of the Franchise Agreement, the terms of this BTO Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

5. Effect. This BTO Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling

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with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This BTO Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this BTO Addendum as of the date set forth above.

Express Services, Inc.	_____ **Franchisee**
By: _____	By: _____
Printed Name: D. Keith McFall	Printed Name:
Title: Secretary	Title:

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EXHIBIT A

REVOLVING LOAN AGREEMENT, PROMISSORY NOTE, & GUARANTY

Borrower: _____ Date: _____

1. PROMISE TO PAY. I, _____ ("**Borrower**") promise to pay to Express Services, Inc., 9701 Boardwalk, Oklahoma City, OK 73162 ("**Lender**"), in lawful money, the amount as may be outstanding hereunder together with interest on the unpaid outstanding principal balance compounded daily.

2. LINE OF CREDIT. During the term hereof, Lender hereby agrees to make periodic loans to the Borrower to a total principal amount at any one time outstanding, not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("**Maximum Amount**"). During the term hereof, from time to time Borrower may notify the Lender of its need to borrow funds pursuant to this Agreement. Within five (5) business days of receipt of such notice from the Borrower seeking to borrow funds, the Lender will review and if approved forward such funds to the Borrower up to, but not in excess of, the Maximum Amount in the aggregate. Notwithstanding the Maximum Amount of this Note or any term or provision hereof or any written or oral statement made by the Lender to any representative of the Borrower, the Lender is under no binding agreement to advance any funds to the Borrower. Any advances made by the Lender to the Borrower shall be at the sole discretion of the Lender and shall be approved in advance in writing by the Borrower's Express Developer and Zone Vice President.

3. INTEREST. Interest on the unpaid principal balance shall accrue from time to time, from date of this Note until paid in full, at a variable interest rate per annum of Two (2) percentage points in excess of the Prime Rate . "Prime Rate" means the rate of interest per annum published by the *Wall Street Journal* from time to time as its prime rate in effect. If the *Wall Street Journal* ceases to exist or to announce its prime rate, then the term Prime Rate shall be the rate of interest per annum publicly announced as the prime rate by an alternative bank or publication identified by Lender. The rate payable on this Note shall be adjusted on the same day any change in the Prime Rate occurs. Lender's determination of the Prime Rate shall be binding upon Borrower absent manifest error on the part of Lender.

4. PAYMENT. Payments in an amount equal to the interest that has accrued on the outstanding principal balance shall be payable monthly, with the first installment of interest due on the 25th day of the first month after the Borrower starts earning gross margin payments and subsequent installments of accrued interest shall be due on the same day of each month thereafter, with the entire unpaid principal balance of and all accrued but unpaid interest on this Note due and payable on the last business day of the calendar month in which the eighteen (18) month anniversary of the date of this Note occurs (the "Maturity Date") unless extended by Lender, in its sole discretion. On the Maturity Date, without demand or notice, Borrower shall make a final payment of all outstanding and unpaid principal and all accrued and unpaid interest, and costs and expenses then due and owing under this Note. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated _____, 20___between Lender and Borrower (the "**Franchise Agreement**"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

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5. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

6. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked “paid in full”, “without recourse”, or similar language. If I send such a payment, Lender may accept it without losing any of Lender’s rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

7. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

8. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the Interest rate on this Note by 5.000 percentage points. The Interest rate will not exceed the maximum rate permitted by applicable law.

9. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any

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agreement related to this Note, or in any other agreement (including, without limitation, Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to your Recovery Plan for your franchise location with your Developer and Zone VP, or fail to meet your minimum weekly expectations established by you and your Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damage or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

10. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

11. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

12. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

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13. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

14. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

15. LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from my accounts, may be requested orally or in writing by me or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. I agree to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of my accounts with Lender. The unpaid principal balance owing on the Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including computer print-outs. Lender will have no obligation to advance funds under this Note if; (i) I or any guarantor is in default of this Note; (ii) I or any guarantor ceases doing business or is insolvent; (iii) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (iv) I have applied funds provided pursuant to this Note for purposes other than those authorized by Lender; (v) I am in default of any of my Franchise Agreements with Lender; or (vi) Lender in good faith believe itself insecure either as to this Note or any of my Franchise Agreements.

16. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: _____
Borrower
Authorized Signature

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UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Promissory Note, including all principal, interest, and collection expenses as provided in the Promissory Note.

PERSONAL GUARANTOR:

_____ Dated: _____
Personal Guarantor

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EXHIBIT B

AMENDED AND RESTATED LOAN AGREEMENT,
RENEWAL PROMISSORY NOTE, & GUARANTY

$_____ _____, 20___

For value received, _____ ("**Borrower**"), promises to pay to the order of Express Services, Inc., a Colorado corporation ("**Lender**"), having an address of 9701 Boardwalk Blvd., Oklahoma City, OK 73162, on or before _____ (the "**Maturity Date**"), the principal sum of $_____, together with interest thereon at the rate of _____ percent (___%) per annum until paid in full.

1. PAYMENT SCHEDULE. Borrower shall pay principal and interest in _____ (__) monthly installments of $_____, with the first installment due on the 25th day of the first month after the date of this Note, and on the same day of each month thereafter, with the final payment of principal, accrued interest, fees and other charges owing to Lender due on the Maturity Date. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated _____, 20___ between Lender and Borrower (the "**Franchise Agreement**"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

2. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

3. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

4. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions

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set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

5. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law.

6. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement (including, without limitation, the Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to your Recovery Plan for your franchise location with your Developer and Zone VP or fail to meet your minimum weekly expectations established by you and your Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

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(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damage or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

7. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

8. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

9. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

10. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

11. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

12. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

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13. RENEWAL, AMENDMENT AND RESTATEMENT. This Note is given in renewal and substitution of that certain Revolving Loan Agreement, Promissory Note, and Guaranty executed by Borrower in favor of Lender dated _____ (the "Old Note"). The Old Note shall, in its entirety, be superseded, amended, and restated by this Note and payment of the indebtedness thereunder shall be governed by this Note as if the aggregate unpaid indebtedness due under the Old Note had been advanced hereunder by Lender. Borrower hereby renews and extends its covenant and agreement to pay the indebtedness evidenced by the Old Note, as amended and restated pursuant to this Note, and Borrower hereby renews and extends its covenant and agreement to perform, comply with, and be bound by each and every term and provisions of the Old Note, as amended and restated by the terms of this Note. Borrower confirms and agrees that this Note in no way acts as a release or relinquishment of the liens or other security interests created by the Old Note. Any and all liens securing payment of this Note are hereby modified, extended, renewed, carried forward, and confirmed by Borrower in all respects and shall remain in full force and effect until this Note shall be fully and finally paid.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: _____
Borrower
Authorized Signature

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UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Amended and Restated Loan Agreement and Renewal Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Amended and Restated Loan Agreement and Renewal Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Amended and Restated Loan Agreement and Renewal Promissory Note, including all principal, interest, and collection expenses as provided in the Amended and Restated Loan Agreement and Renewal Promissory Note.

PERSONAL GUARANTOR:

_____ Dated: _____
Personal Guarantor

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EXPRESS SERVICES, INC.
RESALE OFFICE BRIDGE TO OWNERSHIP
ADDENDUM TO FRANCHISE AGREEMENT

THIS RESALE OFFICE BRIDGE TO OWNERSHIP ADDENDUM (the "**Resale BTO Addendum**") is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and _____ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at _____.

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' Resale Office Bridge to Ownership program (the "**Resale BTO Program**").

C. In connection with Franchisee's participation in the Resale BTO Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Resale BTO Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Franchisee's Qualifications. Franchisee hereby represents and warrants to Express that: (i) Franchisee (or its principal owner) has a minimum of five (5) years of experience in the staffing industry; or (ii) Franchisee (or its principal owner) was Express' employee for at least three (3) years.

2. Revolving Loan Agreement. In connection with Franchisee's participation in the Resale BTO Program, Express agrees to provide a line of credit with an initial advance amount and maximum aggregate outstanding principal balance as determined by Express to Franchisee with a maturity date of eighteen (18) months following the date of the note, and Franchisee hereby agrees to execute the Resale Revolving Loan Agreement, Promissory Note, & Guaranty attached to this Resale BTO Addendum as Exhibit A (the "Resale Revolving Note") and repay Express in accordance with the terms thereof.

3. Term Loan Agreement. Following the maturity date of the Revolving Note, and provided that Franchisee is not in default under the Revolving Note, the Franchise Agreement, or any other obligation to Express, Express agrees to transfer the then-outstanding balance of principal and interest under the Revolving Note to a fully amortizing term loan, and Franchisee hereby agrees to execute the Amended and Restated Resale Loan Agreement, Promissory Note, & Guaranty attached to this Resale BTO Addendum as Exhibit B and repay Express in accordance with the terms thereof.

4. Transfer. Notwithstanding anything to the contrary in Section XIV (or other similar provisions) of the Franchise Agreement, the terms of this Resale BTO Addendum

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cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

5. Effect. This Resale BTO Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Resale BTO Addendum, the terms of the Franchise Agreement shall remain the same. This Resale BTO Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this Resale BTO Addendum as of the date set forth above.

Express Services, Inc.	_____ **Franchisee**
By: _____	By: _____
Printed Name: D. Keith McFall	Printed Name:
Title: Secretary	Title:

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EXHIBIT A
RESALE REVOLVING LOAN AGREEMENT,
PROMISSORY NOTE, & GUARANTY

Borrower: _____ Date: _____

1. PROMISE TO PAY. I, _____ ("**Borrower**") promise to pay to Express Services, Inc., 9701 Boardwalk, Oklahoma City, OK 73162 ("**Lender**"), in lawful money, the amount as may be outstanding hereunder together with interest on the unpaid outstanding principal balance compounded daily.

2. LINE OF CREDIT. During the term hereof, Lender hereby agrees to make periodic loans to the Borrower to a total principal amount at any one time outstanding, not to exceed Four Hundred Fifty Thousand Dollars ($450,000.00) ("**Maximum Amount**"). The initial advance made by Lender under this Note shall be in an amount as determined by Lender but shall in no event exceed Two Hundred Thousand Dollars ($200,000.00), and shall be used solely for purposes of Borrower's acquisition of an Express Employment Professionals franchise business. During the term hereof, from time to time Borrower may notify the Lender of its need to borrow funds pursuant to this Agreement. Within five (5) business days of receipt of such notice from the Borrower seeking to borrow funds, the Lender will review and if approved forward such funds to the Borrower up to, but not in excess of, the Maximum Amount in the aggregate. Notwithstanding the Maximum Amount of this Note or any term or provision hereof or any written or oral statement made by the Lender to any representative of the Borrower, the Lender is under no binding agreement to advance any funds to the Borrower. Any advances made by the Lender to the Borrower shall be at the sole discretion of the Lender and shall be approved in advance in writing by the Borrower's Express Developer and Zone Vice President.

3. INTEREST. Interest on the unpaid principal balance shall accrue from time to time, from date of this Note until paid in full, at a variable interest rate per annum of Two (2) percentage points in excess of the Prime Rate. "Prime Rate" means the rate of interest per annum published by the *Wall Street Journal* from time to time as its prime rate in effect. If the *Wall Street Journal* ceases to exist or to announce its prime rate, then the term Prime Rate shall be the rate of interest per annum publicly announced as the prime rate by an alternative bank or publication identified by Lender. The rate payable on this Note shall be adjusted on the same day any change in the Prime Rate occurs. Lender's determination of the Prime Rate shall be binding upon Borrower absent manifest error on the part of Lender.

4. PAYMENT. Payments in an amount equal to the interest that has accrued on the outstanding principal balance shall be payable monthly, with the first installment of interest due on the 25th day of the first month after the Borrower starts earning gross margin payments and subsequent installments of accrued interest shall be due on the same day of each month thereafter, with the entire unpaid principal balance of and all accrued but unpaid interest on this Note due and payable on the last business day of the calendar month in which the eighteen (18) month anniversary of the date of this Note occurs (the "Maturity Date"), unless extended by Lender, in its sole discretion. On the Maturity Date, without demand or notice, Borrower shall make a final payment of all outstanding and unpaid principal and all accrued and unpaid interest, and costs and expenses then due and owing under this Note. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated _____, 20_between Lender and Borrower (the "**Franchise Agreement**"). If not so

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paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

5. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

6. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked “paid in full”, “without recourse”, or similar language. If I send such a payment, Lender may accept it without losing any of Lender’s rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

7. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

8. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the Interest rate on this Note by 5.000 percentage points. The Interest rate will not exceed the maximum rate permitted by applicable law.

9. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

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(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement (including, without limitation, Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to my Recovery Plan for my franchise location with my Developer and Zone VP, or fail to meet my minimum weekly expectations established by me and my Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damage or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

10. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

11. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

12. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

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13. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

14. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

15. LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from my accounts, may be requested orally or in writing by me or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. I agree to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of my accounts with Lender. The unpaid principal balance owing on the Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including computer print-outs. Lender will have no obligation to advance funds under this Note if; (i) I or any guarantor is in default of this Note; (ii) I or any guarantor ceases doing business or is insolvent; (iii) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (iv) I have applied funds provided pursuant to this Note for purposes other than those authorized by Lender; (v) I am in default of any of my Franchise Agreements with Lender; or (vi) Lender in good faith believe itself insecure either as to this Note or any of my Franchise Agreements.

16. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: _____
Borrower
Authorized Signature

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UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Promissory Note, including all principal, interest, and collection expenses as provided in the Promissory Note.

PERSONAL GUARANTOR:

_____ Dated: _____
Personal Guarantor

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EXHIBIT B

AMENDED AND RESTATED RESALE LOAN AGREEMENT, RENEWAL PROMISSORY NOTE, & GUARANTY

$_____ _____, 20___

For value received, _____ ("**Borrower**"), promises to pay to the order of Express Services, Inc., a Colorado corporation ("**Lender**"), having an address of 9701 Boardwalk Blvd., Oklahoma City, OK 73162, on or before _____ (the "**Maturity Date**"), the principal sum of $_____, together with interest thereon at the rate of _____ percent (___%) per annum until paid in full.

1. PAYMENT SCHEDULE. Borrower shall pay principal and interest in _____ (__) monthly installments of $_____, with the first installment due on the 25th day of the first month after the date of this Note, and on the same day of each month thereafter, with the final payment of principal, accrued interest, fees and other charges owing to Lender due on the Maturity Date. Payments due pursuant to this Note shall be deducted from the Borrower's portion of the gross margin otherwise payable to Borrower under that certain Franchise Agreement dated _____, 20___ between Lender and Borrower (the "**Franchise Agreement**"). If not so paid, all principal and interest, at the option of Lender, or its assigns, shall become immediately due and payable.

2. FINANCIAL STATEMENT. The Borrower further agrees to supply Lender with copies of its monthly financial statements during the term of this line of credit. Except as otherwise restricted by law, any indebtedness due from Lender to any Borrower, including, without limitation, any deposits or credit balances, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, reserves, bonuses, or payments or funds due to Borrower, are pledged to secure payment of this Note and any other obligation of Borrower to Lender and Lender shall be entitled to withhold and apply any such funds to the outstanding balance due on this Note. Borrower agrees that at any time while the whole or any part of this Note or other such obligation(s) remain(s) unpaid, either before or after maturity of this Note, the Lender may set off, appropriate, hold or apply any such funds toward the payment of this Note or any other obligation to Lender by any Borrower. Borrower agrees, if requested, to furnish to Lender or its designate copies of income tax returns as well as balance sheets, financial statements, account receivables bank account statements and income statements for each fiscal year following Date of Note and at more frequent intervals as Lender may require.

3. PREPAYMENT. I may pay without penalty all or a portion of the amount owed earlier than it is due. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communication concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Express Services, Inc., Attn: Controller, 9701 Boardwalk Blvd., Oklahoma City, Oklahoma, 73162.

4. SECURITY AGREEMENT. In order to secure the payment of the principal and interest now or hereafter owed by the Borrower to the Lender, the Borrower hereby grants to the Lender a security interest in the property described below on the terms and conditions

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set forth in this Note. The Borrower shall execute any financing statements regarding the Collateral, pursuant to the Uniform Commercial Code, which the Lender reasonably requests the Borrower to execute. The property subject to the security interest ("**Collateral**") is as follows: (a) all of the Borrower's accounts (including contract rights) notes, securities and other instruments, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions, placement fees, credits, refunds, accounts receivable, general intangibles and all other forms of receivables, and all guaranties and securities therefore; (b) all of the Borrower's inventory, equipment, supplies, and all goods and other tangible personal property of the Borrower; (c) all property of the types described herein, or similar thereto, that at any time hereafter may be acquired by the Borrower, including but not limited to all accessions, parts, additions, and replacements; and (d) all proceeds of the sale or other disposition of any of the Collateral.

5. INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note by 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law.

6. DEFAULT. I will be in default under this Note if any of the following happen:

(a) Payment Default. I fail to make any payment when due under this Note.

(b) Break Other Promises. I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement (including, without limitation, the Franchise Agreement) or loan I have with Lender.

(c) Recovery Plan. Refuse to sign the necessary documents acknowledging a clear understanding and commitment to my Recovery Plan for my franchise location with my Developer and Zone VP or fail to meet my minimum weekly expectations established by me and my Developer and Zone VP.

(d) False Statements. Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

(e) Death or Insolvency: Any Borrower dissolves (regardless of whether election to continue is made), any stockholder or member withdraws from me, any stockholder or member dies, or any of the stockholders or members become insolvent, a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

(f) Taking of the Property. Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which this taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

(g) Defective Collateralization. This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

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(h) Collateral Damage or Loss. Any collateral securing this Note is lost, stolen, substantially damage or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

(i) Events affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

7. LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

8. ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect the loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limit under applicable law, Lender's attorneys' fees and other legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

9. JURY WAIVER. Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

10. GOVERNING LAW. This Note will be governed by and interpreted in accordance with federal law and the laws of the State of Oklahoma. This Note has been accepted by Lender in the State of Oklahoma.

11. RIGHT OF SETOFF. I grant to Lender a contractual security interest in all my accounts, gross margins otherwise payable to Borrower under the certain Franchise Agreement, commissions or contractual rights to payment with Lender (all Franchise accounts). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

12. GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lenders security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This obligation under this Note are joint and several. This means the words "I", "me", and "my" mean each and all of the persons signing below.

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13. RENEWAL, AMENDMENT AND RESTATEMENT. This Note is given in renewal and substitution of that certain Revolving Loan Agreement, Promissory Note, and Guaranty executed by Borrower in favor of Lender dated _____ (the "Old Note"). The Old Note shall, in its entirety, be superseded, amended, and restated by this Note and payment of the indebtedness thereunder shall be governed by this Note as if the aggregate unpaid indebtedness due under the Old Note had been advanced hereunder by Lender. Borrower hereby renews and extends its covenant and agreement to pay the indebtedness evidenced by the Old Note, as amended and restated pursuant to this Note, and Borrower hereby renews and extends its covenant and agreement to perform, comply with, and be bound by each and every term and provisions of the Old Note, as amended and restated by the terms of this Note. Borrower confirms and agrees that this Note in no way acts as a release or relinquishment of the liens or other security interests created by the Old Note. Any and all liens securing payment of this Note are hereby modified, extended, renewed, carried forward, and confirmed by Borrower in all respects and shall remain in full force and effect until this Note shall be fully and finally paid.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISION OF THIS NOTE, INCLUDING THE INTEREST RATE PROVISIONS. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER

By: _____
Borrower
Authorized Signature

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UNCONDITIONAL GUARANTY

The consideration for this continuing and unconditional guaranty is Lender's agreement to enter into the attached Amended and Restated Loan Agreement and Renewal Promissory Note. For the consideration described in the preceding sentences and for other good and valuable consideration, the undersigned Personal Guarantor does hereby unconditionally guarantee to Lender, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of the Borrower to Lender pursuant to the Amended and Restated Loan Agreement and Renewal Promissory Note. Personal Guarantor agrees that upon any default of Borrower in payment of Borrower's indebtedness to Lender or any part thereof, Personal Guarantor will pay to Lender, upon demand, the entire amount of the indebtedness of Borrower to the full extent of this Personal Guaranty without any obligation on the part of Lender to endeavor to collect such Indebtedness from or proceed against Borrower or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Lender securing payment of such indebtedness. The principal amount of this Personal Guaranty is the sum which Borrower is required to pay to Lender pursuant to the accompanying Amended and Restated Loan Agreement and Renewal Promissory Note, including all principal, interest, and collection expenses as provided in the Amended and Restated Loan Agreement and Renewal Promissory Note.

PERSONAL GUARANTOR:

_____ Dated: _____
Personal Guarantor

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EXPRESS SERVICES, INC.
INDUSTRY PRO PROGRAM ADDENDUM TO FRANCHISE AGREEMENT

THIS INDUSTRY PRO PROGRAM ADDENDUM (the "**IPP Addendum**") is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and _____ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at _____ (the "**Office**").

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' Industry Pro Program (the "**IPP Program**").

C. In connection with Franchisee's participation in the IPP Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Franchisee's Qualifications. Franchisee hereby represents and warrants to Express that Franchisee (or its principal owner) has a minimum of three (3) years of experience in the staffing industry.

2. Refund of the Initial Fee. In connection with Franchisee's participation in the IPP Program, and based on Franchisee's representations and warrants in Section 1 above, Express shall refund any Initial Fee that Franchisee paid to Express under the Franchise Agreement, as follows:

(a) Fifty percent (50%) of the paid Initial Fee upon Franchisee's completion of the initial training program to Express' reasonable satisfaction; and

(b) The remaining Fifty percent (50%) of the paid Initial Fee, if Franchisee's Office either generates at least $54,571.00 or more in Gross Margin or bills at least sixteen (16) clients or more during the first twenty-six (26) weeks of operation.

3. Transfer. Notwithstanding anything to the contrary in Section XIV (or other similar provisions) of the Franchise Agreement, the terms of this IPP Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

4. Effect. This IPP Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This IPP Addendum shall not be effective unless and until executed by Express.

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IN WITNESS WHEREOF, each of the parties hereto has executed this IPP Addendum as of the date set forth above.

Express Services, Inc.

By: _____
Printed Name: D. Keith McFall
Title: Secretary

_____
Franchisee

By: _____
Printed Name:
Title:

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EXPRESS SERVICES, INC.
TIER I CONVERSION ADDENDUM TO FRANCHISE AGREEMENT

THIS CONVERSION ADDENDUM (the "**Conversion Addendum**") is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and _____ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at _____ (the "**Office**").

B. Immediately before entering into the Franchise Agreement, Franchisee had been engaged in the operation of a temporary staffing, and/or career placement business at the location where the Office is located (the "**Existing Business**"), and Franchisee wishes to covert the Existing Business to an Express Employment Professionals Business.

C. Due to Franchisee's prior operation of the Existing Business and its conversion of the Existing Business to an Express Employment Professionals Business, the parties wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Commencement of Operations. In addition to, not in lieu of, Franchisee's obligations under Section 5 (or other similar provisions) of the Franchise Agreement, Franchisee shall properly staff, furnish, equip and identify the Office as may be required by Express prior to, and as a condition of, Express' approval of Franchisee commencing operating the Office as an Express Employment Professionals Business. Franchisee shall complete all pre-opening requirements of Express, and open the Office as an Express Employment Professionals Business no later than ninety (90) days after the Effective Date. Time is of essence.

2. Waiver of Initial Franchise Fee. Section 6.1 of the Franchise Agreement is hereby deleted in its entirety, and Franchisee shall not be required to pay any Initial Fee under the Franchise Agreement.

3. Adjustment to the Gross Margin Split. Notwithstanding anything to the contrary in Section 7.5 of the Franchise Agreement, for the first twenty-one (21) months following the conversion of your business to Express Employment Professionals, Franchisee's portion of the Gross Margin to be paid to Franchisee will be modified as follows.

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

Franchisee's portion of the Gross Margin will immediately and automatically revert to the standard sixty percent (60%), upon the earlier of: (a) the expiration of such twenty-one (21) month period; or (b) Franchisee's breach of the Franchise Agreement as provided under Section 15 of Your Franchise Agreement.

For the first forty-eight months (48) following the conversion of your business to Express Employment Professionals You will not be eligible for or any Bonuses under Section 7.6..

4. Clients Serviced Outside of Granted Territory. Notwithstanding anything to the contrary in Sections 2, 7.6 or 15.3 of the Franchise Agreement, We approve Franchisee's client accounts which are located outside of the Granted Territory in a territory or area that has not been granted to another Franchisee (open territory) as listed on Exhibit 1 (Outside Clients-Open Territory). Sending associates to a client business location in an open territory does not give You any rights to operate in the open territory, except as specifically approved. If You provide associates to a client business location in a open territory that is subsequently sold to a new Franchisee, then on notification You shall relinquish the client business location to the new Franchisee who purchased that open territory. You may continue servicing that client for up to one year, during which time You will introduce the new Franchisee to Your client. At the end of one year You will (a) notify the client that further requests for associates should be directed to the new Franchisee and (b) You will be required to coordinate the transfer of the associates at the client business location to the new Franchisee in such a manner that minimizes the impact of the transfer on the client business location. Your failure to comply with the requirements of this provision will constitute a default, and We will have the rights specified in Section 2.3(b) of the Franchise Agreement.

Franchisee's client accounts which are located outside of Your Granted Territory in an another Franchisees' Granted Territory as listed on Exhibit 2 (Outside Clients-Granted Territory) attached will be transferred to Our Existing Franchise in _____ within ten (10) business days of the effective date of this Addendum. For the first twenty-one (21) months following the conversion of your business to Express Employment Professionals, You will receive a monthly override from the Gross Margin of Outside Clients as follows:

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	Your Portion of Gross Margin of Outside Clients
Months 1 – 9	30%
Months 10 – 15	20%
Months 16 – 21	10%
Month 22 – future	0%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 9, 15, and 21.	

Franchisee's portion of the Gross Margin of Outside Clients will immediately and automatically revert to zero percent (0%), upon the earlier of: (a) the expiry of such twenty-one (21) month period; or (b) Franchisee's breach of the Franchise Agreement as provided under Section 15 of Your Franchise Agreement. Outside Clients will be excluded from Your gross margin production for the purposes of computing Minimum Performance Standards, Annual Bonus Qualification, awards or any other incentives of any kind.

4. Additional Benefits. For so long as Franchisee is in full compliance with the Franchise Agreement, Express will, without any charge to Franchisee: (1) purchase and have installed a computer system for the Office as specified below, which meets Express' standards and specifications (not to exceed $20,000); and (2) purchase and have installed new signage for the Office (not to exceed $5,000).

Computer System

- 1 server
- 3 workstations
- 2 testing stations
- Standard dual monitors for all workstations (excludes testing stations)
- 1 laser printer
- 1 check printer
- 1 battery backup (UPS)
- Network switch
- Express Data Network (Cisco Firewall; Cisco Network Switch; Minimum Bandwidth: 1.5 m/s download and 384 k/s upload)
- Express QUEST Software System

5. Transfer. Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this Conversion Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

6. Effect. This Conversion Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This Conversion Addendum shall not be effective unless and until executed by Express.

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IN WITNESS WHEREOF, each of the parties hereto has executed this Conversion Addendum as of the date set forth above.

Express Services, Inc.	**Franchisee**
By: _____	By: _____
Printed Name: D. Keith McFall	Printed Name:
Title: Secretary	Title:

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EXPRESS SERVICES, INC.
TIER II CONVERSION ADDENDUM TO FRANCHISE AGREEMENT

THIS CONVERSION ADDENDUM (the "**Conversion Addendum**") is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and _____ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at _____ (the "**Office**").

B. Immediately before entering into the Franchise Agreement, Franchisee had been engaged in the operation of a temporary staffing, and/or career placement business at the location where the Office is located (the "**Existing Business**") generating in excess of $1,000,000 in Gross Margin per year, and Franchisee wishes to covert the Existing Business to an Express Employment Professionals Business.

C. Due to Franchisee's prior operation of the Existing Business and its conversion of the Existing Business to an Express Employment Professionals Business, the parties wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Commencement of Operations. In addition to, not in lieu of, Franchisee's obligations under Section 5 (or other similar provisions) of the Franchise Agreement, Franchisee shall properly staff, furnish, equip and identify the Office as may be required by Express prior to, and as a condition of, Express' approval of Franchisee commencing operating the Office as an Express Employment Professionals Business. Franchisee shall complete all pre-opening requirements of Express, and open the Office as an Express Employment Professionals Business no later than ninety (90) days after the Effective Date. Time is of essence.

2. Waiver of Initial Franchise Fee. Section 6.1 of the Franchise Agreement is hereby deleted in its entirety, and Franchisee shall not be required to pay any Initial Fee under the Franchise Agreement.

3. Adjustment to the Gross Margin Split. Notwithstanding anything to the contrary in Section 7.5 of the Franchise Agreement, Gross Margin generated by Franchisee's Existing Business for the preceding 12 months (_____ to _____) of $_____ is deemed its Annual Baseline. For the first forty-eight (48) months following the conversion of your business to Express Employment Professionals, Section VII, paragraph F.(1) will be modified to read as follows:

(a) For Months 1 - 12 Your portion of the Gross Margin to be paid to You will be ninety-five percent (95%) of the gross margin dollars that do not exceed $_____ for our 4 week accounting periods and

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$_____ for our 5 week accounting periods, and sixty percent (60%) of all gross margin dollars that exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods.

(b) For Months 13 - 24 Your portion of the Gross Margin to be paid to You will be ninety percent (90%) of the gross margin dollars that do not exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods, and sixty percent (60%) of all gross margin dollars that exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods.

(c) For Months 25- 36 Your portion of the Gross Margin to be paid to You will be eighty percent (80%) of the gross margin dollars that do not exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods, and sixty percent (60%) of all gross margin dollars that exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods.

(d) For Months 36- 48 Your portion of the Gross Margin to be paid to You will be eighty percent (80%) of the gross margin dollars that do not exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods, and sixty percent (60%) of all gross margin dollars that exceed $_____ for our 4 week accounting periods and $_____ for our 5 week accounting periods.

Your portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 12, 24, 36 and 48.

Franchisee's portion of the Gross Margin will immediately and automatically revert to the standard sixty percent (60%), upon the earlier of: (a) the expiration of such forty-eight (48) month period; or (b) Franchisee's breach of the Franchise Agreement as provided under Section 15 of Your Franchise Agreement.

For the first forty-eight months (48) following the conversion of your business to Express Employment Professionals You will not be eligible for or any Bonuses under Section 7.6

4. Clients Serviced Outside of Granted Territory. Notwithstanding anything to the contrary in Sections 2, 7.6 or 15.3 of the Franchise Agreement, We approve Franchisee's client accounts which are located outside of the Granted Territory in a territory or area that has not been granted to another Franchisee (open territory) as listed on Exhibit 1 (Outside Clients-Open Territory). Sending associates to a client business location in an open territory does not give You any rights to operate in the open territory, except as specifically approved. If You provide associates to a client business location in a open territory that is subsequently sold to a new Franchisee, then on notification You must relinquish the client business location to the new Franchisee who acquired that open territory. You may continue servicing that client for up to one year, during which time You will introduce the new Franchisee to Your client. At the end of one year You will (a) notify the client that further requests for associates should be directed to the new Franchisee and (b) You will be required to coordinate the transfer of the associates at the client business

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location to the new Franchisee in such a manner that minimizes the impact of the transfer on the client business location. Your failure to comply with the requirements of this provision will constitute a default, and We will have the rights specified in Section 2.3(b) of the Franchise Agreement.

Franchisee's client accounts which are located outside of Your Granted Territory in an another Franchisees' Granted Territory as listed on Exhibit 2 (Outside Clients-Granted Territory) attached will be transferred to Our Existing Franchise in _____ within ten (10) business days of the effective date of this Addendum.

For the first forty-eight (48) months following the conversion of your business to Express Employment Professionals, You will receive a monthly override from the Gross Margin of Outside Clients as follows:

	Your Portion of Gross Margin of Outside Clients
Months 1 – 12	35%
Months 13 – 24	30%
Months 25 – 36	20%
Months 37 – 48	10%
Month 49 – future	0%
Franchisee's portion of the Gross Margin will be adjusted on the first day of Express' accounting period following the end of Franchisee's months 12, 24, 36 and 48	

Franchisee's portion of the Gross Margin of Outside Clients will immediately and automatically revert to zero percent (0%), upon the earlier of: (a) the expiry of such forty-eight (48) month period; or (b) Franchisee's breach of the Franchise Agreement as provided under Section 15 of Your Franchise Agreement. Outside Clients will be excluded from Your gross margin production for the purposes of computing Minimum Performance Standards, Annual Bonus Qualification, awards or any other incentives of any kind.

5. Additional Benefits. For so long as Franchisee is in full compliance with the Franchise Agreement, Express will, without any charge to Franchisee:

(a) purchase for franchisee and have installed a computer system for the Office as specified below, which meets Express' standards and specifications:

Computer System – (Total System cost not to exceed $20,000)

- 1 server
- 3 workstations (may add up to 2 additional workstations)
- 2 testing stations (may add 1 additional testing station)
- Standard dual monitors for 3 workstations (may add up to 2 additional workstations)
- 1 laser printer
- 1 check printer
- 1 battery backup (UPS)
- Network switch
- Express Data Network (Cisco Firewall; Cisco Network Switch; Minimum Bandwidth: 1.5 m/s download and 384 k/s upload)

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- Express QUEST Software System

(b) purchase for the franchisee and have installed new signage for the Office (not to exceed $5,000);

(c) extend a $5,000 credit for use, at Our sole approval, for one of the following approved expenditures:

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

6. Transfer. Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this Conversion Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

7. Effect. This Conversion Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This Conversion Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this Conversion Addendum as of the date set forth above.

Express Services, Inc.	_____ **Franchisee**
By: _____	By: _____
Printed Name: D. Keith McFall	Printed Name:
Title: Secretary	Title:

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EXPRESS SERVICES, INC.
INDEPENDENT PAYROLL PROGRAM ADDENDUM TO FRANCHISE AGREEMENT

THIS INDEPENDENT PAYROLL PROGRAM ADDENDUM (the "**Independent Payroll Addendum**") is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and _____ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located at _____ (the "**Office**").

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in a program offered by Express under which Franchisee will have an option to opt out of the payroll services provided by Express with respect to the associates (the "**Independent Payroll Program**").

C. In connection with Franchisee's participation in the Independent Payroll Program, Express and Franchisee wish to enter into this Independent Payroll Addendum to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Our Duties. Section 4 of the Franchise Agreement, "Our Duties," shall be revised as follows:

   1.1 Section 4.1.(b) shall be deleted in its entirety and replaced with the following:

   (b) Arrange for insurance coverage as set out in the Manual, excluding Workers' Compensation insurance which shall be Your responsibility and at Your cost.

   1.2 Sections 4.1.(f), 4.1.(j), and 4.1.(n) shall be deleted in their entirety and shall thereafter have no force or effect.

2. Your Duties. Section 5 of the Franchise Agreement, "Your Duties," shall be revised as follows:

   2.1 Sections 5.1.(i), 5.1.(o), 5.1.(r), and 5.1.(t) shall be deleted in their entirety and replaced with the following:

   (i) Develop, in good faith, all of Our services to the greatest extent possible. You agree to solicit available firms in the territory and furnish them with qualified associates on Your payroll as orders from firms are received and as We may direct and in connection therewith, and to furnish to Us all necessary payroll and billing

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information and maintain records as may be required and directed by Us on forms provided for that purpose by Us.

(o) Submit, by Yourself or through Your Payroll Company (as defined below), all bills to clients for all associates furnished and instruct clients to remit payment directly to You or Your Payroll Company. You must use Your best efforts to collect bills in accordance with the policies and procedures in the Manual.

(r) You agree that You will, at Your own cost, defend and indemnify Us, and hold Us, Our predecessors and affiliate companies, and subsidiaries, successors, assigns and designees of each, harmless to the fullest extent permitted by law, for any claims, judgments, or liabilities of any contract that has not been approved by Us. You further indemnify Us from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether judgment is reached) or any settlement which actually or allegedly, directly or indirectly arises from any of the following:

(i) Any element or Your operation of Your business or office, including but not limited to any acts or omissions by You or Your employees, associates, officers, directors, shareholders, owners, management, agents, representatives, or any third party, whether or not in connection with the franchised business; any claims of personal injury or death suffered by any client, applicant, visitor or employee of Your business; crimes committed on or near Your business or other facilities of Your business; or any claims for liability for services provided or products manufactured by third parties that are used, offered, or sold by You or Your business;

(ii) Any claims by Your creditors;

(iii) Any claims by or against You or any of Your employees, associates, officers, directors, shareholders, owners, management, agents or representatives, or any third party, or between or among themselves;

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

(v) Any claims of libel, slander or any other form of defamation by You;

(vi) Any claims or actual violations of any federal, state or local laws;

(vii) Any claims by Your Payroll Company.

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(t) Be solely responsible for all operational expenses of Your business including, without limitation, payment of wages to Your full time staff and to Your associates, taxes, insurance, marketing/advertising, rent, telephone, and leased or rented equipment. You agree that You will not incur any obligations on Our behalf. You must pay Us or our Affiliates for any products and services (including fixtures, equipment and supplies) purchased in accordance with such payment and credit terms as may be established from time to time.

2.2 Section 5 shall be further revised by the addition of the following:

(aa). You must employ a payroll processing company (the "Payroll Company") to process the payroll of Your associates, which company must be approved by Us. Prior to the engagement of the Payroll Company, You must from time to time upon Our request submit evidence of the Payroll Company's financial and operational capacity for review and approval by Us. You or the Payroll Company must from time to time upon Our request provide proof satisfactory to Us that a reserve fund has been established in such amount, as determined by Us, sufficient to cover Your estimated payroll expenses for the next three months on a rolling basis, with such bank and under such terms and conditions as approved by Us.

(bb) You must administer all accounting and bookkeeping records concerning billings and accounts receivable.

(cc) You must arrange for Workers' Compensation insurance for Your associates and for Your employees. You will not be eligible to participate in the Claim/Indemnity Plan established by Us.

3. Structure of Payments. Section 7 of the Franchise Agreement, "Structure of Payments" shall be deleted in its entirety and replaced with the following:

In consideration of the benefits derived by You in Your operation of the Express Employment Professionals business, the following sets forth the structure of payments.

7.1 For the purpose of this Agreement, the parties agree to the following defined terms:

(a) "Temporary Staffing Billings" shall mean the total of all money and other things of value received on Your Temporary Staffing Services business conducted in accordance with this Agreement at the location specified, excluding bona fide discounts for promotional programs recommended by Us, client refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of said governmental authorities.

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(b) "Direct Hire Services Billings" shall mean the total of all money and other things of value received on Your Direct Hire Services business conducted in accordance with this Agreement at the location specified, excluding bona fide discounts for promotional programs recommended by Us, client refunds, or any amount collected and paid to any federal, state, municipal or governmental authorities under the provisions of any Sales Tax Act or similar act of said governmental authorities.

(c) "Total Billings" shall mean the total of Temporary Staffing Billings and Direct Hire Billings.

(d) "Accounting Period" shall mean the period as designated by Us, which may be modified by Us from time to time in Our discretion upon written notice to You. As of the date of this Agreement, an Accounting Period shall mean a four- or five-week period as designated by Us.

7.2. For each Accounting Period during the term of this Agreement, You shall:

(a) pay Us a "Royalty" equal eight percent (8%) of the Total Billings;

(b) contribute two percent (2%) of the Total Billings to the Express Advertising/Marketing Fund (the "Marketing Fund Contribution"); and

(c) submit a report to Us in writing (or electronically) containing such information and in such form as specified by Us (a "Periodic Report").

7.3. All payments and Periodic Reports required by Section 7.2 above based on the billings in the preceding Accounting Period shall be paid and submitted so as to be received by Us on or before tenth (10th) day of each Accounting Period.

(a) If required by Us, You shall establish an arrangement (including executing such "Direct Debit Authorization" form as may be prescribed by Us) for electronic funds transfer or deposit of any payments required under this Section VII. You shall comply with the payment and reporting procedures specified by Us in the Manual.

(b) You expressly acknowledge and agree that Your obligations for the full and timely payment of Royalties and Marketing Contributions (and all other amounts provided for in this Agreement) shall be absolute, unconditional, fully earned, and due upon Your generation and receipt of Flexible Staff Billings and Career Placement Billings (if applicable).

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(c) You shall not, for any reason, delay or withhold the payment of all or any part of those or any other payments due hereunder, put the same in escrow or set-off same against any claims or alleged claims You may allege against Us, the Express Advertising/Marketing Fund, or others.

(d) You shall not subordinate to any other obligation Your obligation to pay Us the Royalty and/or any other fee or charge payable to Us, whether under this Agreement or otherwise.

(e) Any payment or report not actually received by Us (or the Express Advertising/Marketing Fund) on or before such date shall be deemed overdue. If any payment is overdue, You shall pay Us, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the rate of one and one-half percent (1.5%) per month, but not more than the maximum rate permitted by applicable law. Entitlement to such interest shall be in addition to any other remedies We may have.

7.4 You must keep accurate business records as required by Us and utilize systems as may be developed by Us and maintain all records for a minimum of three (3) years. We have the right to inspect and audit Your accounts, books, records, and business and personal tax returns at all reasonable times to ensure that You are complying with the terms of this Agreement. If inspection discloses that Flexible Staff Billings and/or Career Placement Billings actually exceeded the amount submitted by You, You will pay the additional fees due plus interest at a rate of one and one-half percent (1.5%) per month from the due date plus a ten percent (10%) penalty on the unpaid amount, but not to exceed the maximum permitted by applicable law. If inspection discloses that Flexible Staff Billings and/or Career Placement Billings actually exceeded the amount submitted by You by an amount equal to three percent (3%) or more of the Flexible Staff Billings and/or Career Placement Billings originally reported to Us, You will bear the cost of inspection and audit. Acceptance by Us of interest and/or penalty payments due from You because of understatement by You of the aforementioned Flexible Staff Billings and/or Career Placement Billings shall not be considered a waiver of any of Our rights or remedies under this Agreement. Understatement of Flexible Staff Billings and/or Career Placement Billings by You shall be a material breach of this Agreement.

4. Direct Hire Services. Section 8.2 of the Franchise Agreement shall be deleted in its entirety and shall thereafter have no force or effect.

5. Insurance. Section 11 of the Franchise Agreement, "Insurance," shall be deleted in its entirety and replaced with the following:

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11.1. Required Insurance

(a) Upon taking possession of the business You will acquire and maintain in effect insurance of the types and in at least the amounts which may be prescribed from time to time in the Manual, and DISABILITY INSURANCE if required by applicable law:

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

11.2. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY as required by State Statute for Your full-time personnel.

(a) Under Section V, you have the duty to arrange Workers' Compensation to cover the associates that are paid by Your Payroll Company. You will name Us as an additional insured on the Workers' Compensation insurance policy.

(b) You will pay the deposit premium and the earned premium required to maintain the coverage.

6. Marketing/Advertising. Section 12.3 of the Franchise Agreement shall be deleted in its entirety and replaced with the following:

12.3. You shall contribute two percent (2%) of the Total Billings to a national marketing/advertising fund denoted as the Express Marketing/Advertising Fund (Fund). See Section 7. STRUCTURE OF PAYMENTS.

(1) We will deposit in a separate bank account denoted as the Express Marketing/Advertising Fund (Fund) all contributions received from You and other Express franchisees.

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

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(c) The Fund and all earnings shall be used exclusively to provide the reimbursement in Section 12.3(a) and to meet any and all costs of maintaining, administering, directing and preparing marketing/advertising. All sums paid by You to the Fund shall be maintained in a separate account from Our funds and shall not be used to defray any of Our general operating expenses, except for reasonable administrative costs and overhead, if any, as We may incur in activities reasonably related to the administration or direction of the Fund and marketing/advertising programs for You, including, without limitation, conducting market research, preparing marketing and marketing/advertising materials, and collecting and accounting for assessments for the Fund; and the Fund and its earnings shall not inure to Our benefit.

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

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

7. Termination. Section 15 of the Franchise Agreement, "Termination," shall be revised as follows:

7.1 Section 15.3.(a)(i) shall be deleted in its entirety and replaced with the following:

(2) You fail to meet the Minimum Performance Standards as set forth below for two (2) consecutive quarters. Each franchised location will be expected to meet the Minimum Performance Standards, as follows:

(a) Open more than 12 months but less than 24 months: Total Billings of $150,000 per quarter, which must include a minimum of $125,000 in Flexible Staffing Billings.

(b) Open more than 24 months but less than 36 months: Total Billings of $250,000 per quarter, which must include a minimum of $225,000 in Flexible Staffing Billings.

(c) Open more than 36 months: Total Billings of $350,000 per quarter, which must include a minimum of $300,000 in Flexible Staffing Billings.

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Failure to meet the minimum standards as set forth above for two (2) consecutive quarters will, at Our option, constitute a default under this Agreement.

We agree to notify You in writing of the occurrence of any event of default specified in this paragraph.

7.2 Section 15 shall be further revised by the addition of the following:

(g). If You and/or Your Payroll Company fail to timely pay associates, or fail to comply with any applicable federal, state, or local law relating to labor and employment matters.

8. Bonus. Exhibit C of the Franchise Agreement shall be deleted in its entirety and shall thereafter have no force or effect. For the purpose of clarification, Franchisee is not entitled to any bonus or similar payments from Express.

9. Transfer. Notwithstanding anything to the contrary in Section 14 (or other similar provisions) of the Franchise Agreement, the terms of this Independent Payroll Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

10. Effect. This Independent Payroll Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Independent Payroll Addendum, the terms of the Franchise Agreement shall remain the same. This Independent Payroll Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this Independent Payroll Addendum as of the date set forth above.

Express Services, Inc.		_____ **Franchisee**	
By:	_____	By:	_____
Printed Name:	D. Keith McFall	Printed Name:	_____
Title:	Secretary	Title:	_____

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Territory Development Addendum

This Territory Development Addendum (this "Addendum") is made as of _____, 20___, by and between Express Services, Inc., a Colorado corporation, ("we" or "Express") and _____ ("you").

We have entered into a Franchise Agreement with you dated _____, ____, (the "Franchise Agreement") relating to your operation of an Express Employment Professionals® business (the "Business") and your use of the Proprietary Marks in the territory described in Section II of the Franchise Agreement ("Territory 1").

In connection with, and in addition to, establishing and operating your Business in Territory 1, you are interested in obtaining the right to establish and operate Express Employment Professionals® Businesses in two additional territories.

You understand the importance and necessity of operating your Businesses in conformity with our standards of quality and uniformity and our specifications. All terms used herein and not otherwise defined in this Addendum have the same meanings set forth in the Franchise Agreement.

In consideration of the mutual covenants and promises contained in this Addendum, and other valuable consideration, the parties agree as follows:

1. Grant of Additional Territories.

(a) Territory 1. We granted you the right, under the Franchise Agreement, to use the Proprietary Marks in Territory 1.

(b) Additional Territories. Subject to the terms and conditions of this Addendum and the Franchise Agreement, we grant you, from the date of this Addendum through the fifth anniversary of the date of this Addendum, the exclusive right and franchise to establish and operate Businesses using the Proprietary Marks in each of two additional territories – Territory 2 and Territory 3 (together, the "Additional Territories" and collectively with Territory 1, the "Territories"). Territory 2 shall consist of that portion of _____ County, State of _____ as depicted on the map attached as Exhibit A. Territory 3 shall consist of that portion of _____ County, State of _____ as depicted on the map attached as Exhibit B. As of the date of this Addendum, the specific legal descriptions of Territory 2 and Territory 3 have not been finalized. As soon as reasonably practicable, we will prepare and furnish to you final written legal descriptions of Territory 2 and Territory 3. The legal description of Territory 2 will conform, in all material respects, to the map attached as Exhibit A, and the legal description of Territory 3 will conform, in all material respects, to the map attached as Exhibit B. You agree that we may then insert the final written legal descriptions in substitution for and replacement of the maps to describe Territory 2 and Territory 3. The legal descriptions will then serve as the boundaries of Territory 2 and Territory 3.

2. Modification of Additional Territories. We may periodically adjust and modify the Additional Territories, as we reasonably determine to be necessary or appropriate, in order to

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more properly or more accurately describe the boundaries or area; correct inaccuracies or discrepancies in boundaries; conform the boundaries to areas that we identified as the Additional Territories at the time of signing this Addendum; or clarify, correct, or better describe the boundaries or area based on physical, political, or topographical characteristics, including changes to those characteristics that may occur in the future. Adjustments may result in a reduction of the area comprising the Additional Territories, but Territory 2 and Territory 3 will each have, following the adjustment, a minimum of 30,000 jobs. Any adjustment will be effective immediately when we give you written notice describing the adjusted Additional Territories.

3. Initial Fees. You must pay us an initial franchise fee of $84,000 when you execute this Addendum. You are not required to pay any other initial franchise fee in connection with your execution of the Franchise Agreement or the franchise agreement you must sign if and when you begin operating a Business in the Additional Territories. This initial franchise fee is not refundable under any circumstances, including instances in which you do not begin operating Businesses in the Additional Territories for any reason.

4. Development. You must begin operating, as contemplated by the applicable franchise agreement, three Businesses in the Territories. You must begin operating the first Business in Territory 1 within 120 days of the date of this Addendum. You must begin operating the second Business in Territory 2 within the earlier of 28 months of the date you begin operating the first Business or 32 months of the date of this Addendum. You must begin operating the third Business in Territory 3 within the earlier of 28 months of the date you begin operating the second Business or 60 months of the date of this Addendum. Once established, you must continually operate each of your Businesses throughout the term of this Addendum. You must keep us regularly informed of, and upon our request, provide us written reports about, your progress and activities in establishing Businesses in the Territories. Time is of the essence in this Addendum.

5. Conditions to Your Right to Develop Additional Territories. Your right to develop the Additional Territories and begin operating a second Business in Territory 2 and a third Business in Territory 3 is in each case subject to the following conditions:

(a) You have given written notice to us of your election to begin operating a second Business in Territory 2 or a third business in Territory 3, as applicable, at least 6 months, and no more than 12 months, before you begin operating the Business.

(b) You are not, when you give notice to us of your election to begin operating another Business, in default under any provision of this Addendum or any other agreement with us or any of our affiliates.

(c) At the time you give notice to us of your election to begin operating another Business, you have met, with respect to any and all other Businesses you are operating pursuant to this Addendum or any agreement with us or any of our affiliates, any and all applicable Minimum Performance Standards regarding minimum Gross Margin and Gross Receipts and such other minimum standards that are specified in any agreement with us or any of our affiliates or in the Manual.

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(d) You have paid all amounts owing to us under this Addendum and all amounts owing to us and all of our affiliates under all other agreements between you and us or any of our affiliates.

(e) You have entered into a franchise agreement with us in the form of the then-current franchise agreement that we are using for Express Employment Professionals® franchises. The then-current franchise agreement may contain terms and conditions substantially different from those in your Franchise Agreement. You will not, however, be required to pay any initial franchise fee in connection with the execution of such franchise agreement other than the initial franchise fee payable to us under this Addendum. Each franchise agreement will be separate from this Addendum. The continued effectiveness of any franchise agreement will not depend on the continued effectiveness of this Addendum.

(f) You have executed a general release, in form satisfactory to us, of any and all claims against us, our subsidiaries, affiliates, successors and assigns and their respective officers, directors, shareholders, partners, agents, representatives, and employees, in their corporate and individual capacities, including claims arising under this Addendum, any franchise agreement or any other agreement between you and us or any of our affiliates, and federal, state, and local laws.

6. Exclusivity. If you open one or more Businesses in the Additional Territories, our right to establish other third-party franchises or company-owned outlets selling or leasing the same products or services under the same or different trade names or trademarks in the Additional Territories will be governed by the franchise agreement between you and us for that Business.

7. Term. The initial term, and any applicable renewal term, during which you may operate a Business in the Additional Territories will be set forth in the applicable franchise agreement.

8. Operations. After you establish the first Business in Territory 1 and through the earlier of the fifth anniversary of the date of this Addendum and the termination of this Addendum, you may send associates to client business locations within the Additional Territories even if you have not established a Business in that portion of the Additional Territories in which the client business is located.

9. Manual. You must operate all Businesses and use the Proprietary Marks in strict compliance with the systems, procedures, methods, policies, and requirements we specify in the applicable franchise agreement or the Manual.

10. Revenues. After you establish the first Business in Territory 1 and before you establish the second Business in Territory 2, you may, at your option, include revenues from Territory 1, Territory 2, and Territory 3 separately or together. After you establish the first Business in Territory 1 and the second Business in Territory 2 but before you establish the third Business in Territory 3, you must include revenues from Territory 1 and Territory 2 separately, but you may, at your option, include revenues from Territory 3 separately or together with revenues from Territory 1

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or Territory 2. After you have opened all three Businesses in each of Territory 1, Territory 2, and Territory 3, you must separately include and report revenues from each of the Territories. When you include revenues together from two or more of the Territories as permitted under this section, the revenues will be aggregated for purposes of determining Gross Margin and Gross Receipts and your eligibility for awards, bonuses, and inclusion in the category of franchisees designated as the Circle of Excellence.

11. Training. You are not required to attend, and we are not required to provide, additional training for operation of the second or third Business in the Additional Territories, but you must train all of your employees for the operation of the Business in accordance with the applicable franchise agreement and the Manual.

12. Computers; Telephone Numbers. You may, at your option, operate the second and third Business in the Additional Territories with or without our computer system. In either event, you must, for each Business you operate in the Additional Territories: (a) purchase at least 5 personnel workstations and such servers, printers, modems, and other network peripherals that conform to the specifications contained in the Manual and (b) maintain and register separate telephone numbers and comply with specifications contained in the Manual or applicable franchise agreement relating to telephone numbers.

13. Costs. Until you enter into a franchise agreement with us for the applicable portion of the Additional Territories, you must pay, at your expense, the cost of any additional software, equipment, and testing or training programs needed to operate a Business in the Additional Territories. After you enter into a franchise agreement with us for the applicable portion of the Additional Territories, you must pay all costs as provided in the applicable franchise agreement.

14. Cross Default. A breach of any provision of this Addendum shall constitute a default under the Franchise Agreement and any other agreement between you and us, and a breach of any provision of the Franchise Agreement or any other agreement between you and us shall constitute a default under this Addendum. If you breach any provision of this Addendum or of any other agreement between you and us, we may immediately terminate this Addendum. Additionally, if you fail to open Businesses in the Additional Territories at the times and as otherwise required by this Addendum, we may, at our option, with respect to the portion of the Additional Territories in which you failed to timely open a Business: (a) open a Business, (b) grant licenses or franchises to others to open Businesses, or (c) discontinue any discounts on franchise fees that are provided in this Addendum. Finally, if you breach any provision of this Addendum or any other agreement between you and us, we may exercise any and all rights we have under this Addendum, any other agreement between you and us, and any and all other rights we have at law or in equity. Upon termination, all rights that we have granted to you under this Addendum will immediately terminate, and you must comply with all post-termination obligations applicable to you under any agreement between you and us, including immediately and permanently discontinuing the use of all Proprietary Marks. For purposes of this section, the words "we," "our," and "us" shall include any and all affiliates of Express, and the word "you" shall include any and all of your affiliates.

15. Independent Contractor. This Addendum does not create a partnership, joint venture, or the relationships of employer and employee or of principal and agent between us and

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you. You are an independent contractor. You are not authorized to make any contract, agreement, or representation on our behalf, or to create any obligation on our behalf, other than for wages to associates placed by you. We do not have a fiduciary duty to you.

16. Notices. Any notice or other communications required or permitted to be given under this Addendum shall be in writing and shall be deemed to have been duly given if delivered by personal service; sent by United States registered or certified mail, return receipt requested, postage prepaid; sent by overnight delivery or courier; or transmitted electronically. Notices to us shall be addressed to our principal offices, 9701 Boardwalk, Oklahoma City, OK 73162 or other address that we may designate in writing. Notices to you shall be addressed to you at the address we maintain in our records. Either party may change the address for notices by sending notice as provided in this section.

17. Implied Waivers. Failure of either party at any time to require performance of any provision of this Addendum shall not affect the right to require full performance at any later time, and the waiver by either party of a breach of any provision shall not be taken or held to be a waiver of any later breach or as nullifying the effectiveness of the provision or any other provision.

18. Jury Trial Waiver. The parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them.

19. Punitive Damages Waiver. The parties (and their owners and guarantors, if applicable) waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that in a dispute between them each shall be limited to the recovery of actual damages.

20. Severability. If any provision of this Addendum is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of this Addendum.

21. Survival. Any provisions of this Addendum that impose an obligation after termination or expiration of this Addendum shall survive the termination or expiration of this Addendum and be binding on the parties.

22. Amendment. This Addendum may not be modified or amended except by a written document signed by the parties.

23. Transfer, Sale, or Assignment. Except as specifically provided in the applicable franchise agreement between you and us, you may not voluntarily or involuntarily, by operation of law or otherwise in any manner, sell, assign, transfer, sublicense, share, divide, or otherwise transfer your interest in this Addendum; any of your rights, privileges, or obligations under this Addendum; or any material assets of your Business. Additionally, if you are a corporation, limited liability company, partnership, or other entity, you will not permit any of your owners to sell, assign, or transfer any interest in you, except as specifically provided in the applicable franchise agreement. Any such sale, assignment, or other transfer without our prior written approval will

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constitute a breach of this Addendum, and the purchaser, assignee, or transferee will not acquire any rights or interest in this Addendum or the Business. The only permissible methods of sale, assignment, or transfer of your rights under this Addendum or any Business are those set forth in the applicable franchise agreement. Whether or not a sale, assignment, or transfer of your rights under this Addendum is involved, you may not change the business form or entity, either to obtain the services of a partner, to merge, consolidate, reorganize, or to accomplish any other change, without our prior written approval.

24. Binding Effect. This Addendum is binding on, and inures to the benefit of, you and us and our respective heirs, legal representatives, successors, and assigns.

25. Governing Law. This Addendum is entered into and accepted in Oklahoma. This Addendum will be governed by, and construed in accordance with, Oklahoma law. By execution of this Addendum, you consent to the jurisdiction of the state or federal courts in Oklahoma. State or federal courts in Oklahoma will have exclusive jurisdiction over any legal actions and proceedings arising under or relating to this Addendum, except as specifically provided in this Addendum.

26. Affirmation of Franchise Agreement. Except as expressly provided in this Addendum, all of the terms and conditions of the Franchise Agreement shall remain in full force and effect and shall be wholly applicable to your operation of any Business in the Additional Territories just as such terms and conditions would be applicable to your operation of the Business in Territory 1.

27. Entire Agreement. This Addendum, the Franchise Agreement, and all ancillary agreements executed contemporaneously with this Addendum constitute the entire agreement between you and us and supersede any and all prior negotiations, understandings, representations, and agreements.

The parties have duly executed this Addendum on the date first above written.

FRANCHISOR:	**FRANCHISEE:**
Express Services, Inc.	_____
By:_____	By:_____
Name: D. Keith McFall	Name (print):_____
Title: Secretary	Title:_____

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Exhibit A
Territory 2

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Exhibit B
Territory 3

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EXPRESS SERVICES, INC.
NEW FRANCHISE INCENTIVE PROGRAM ADDENDUM TO FRANCHISE AGREEMENT

THIS New Franchise Incentive PROGRAM ADDENDUM is made on this _____ day of _____, 20__ (the "**Effective Date**") by and between Express Services, Inc. ("**Express**"), and _____ ("**Franchisee**").

RECITALS:

A. Express and Franchisee are parties to a Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") for an Express Employment Professionals Business located within the _____ territory (the "**Office**").

B. Franchisee wishes, and Express approves (based on Franchisee's representations) Franchisee, to participate in Express' New Franchise Incentive Program.

C. In connection with Franchisee's participation in the New Franchise Incentive Program, Express and Franchisee wish to amend certain terms of the Franchise Agreement.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meanings given in the Franchise Agreement.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to other parties set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Partial Refund of the Initial Fee. In connection with Franchisee's participation in the New Franchise Incentive Program Express shall refund $25,000.00 of the Initial Fee that Franchisee paid to Express under the Franchise Agreement upon Franchisee's completion of the initial training program, as defined in the Franchise Agreement, to Express' reasonable satisfaction.

2. Transfer. Notwithstanding anything to the contrary in Section XIV (or other similar provisions) of the Franchise Agreement, the terms of this New Franchise Incentive Program Addendum cannot be transferred or assigned without the prior written consent of Express (which can be withheld in its sole and absolute discretion).

3. Effect. This New Franchise Incentive Program Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement shall remain the same. This New Franchise Incentive Program Addendum shall not be effective unless and until executed by Express.

IN WITNESS WHEREOF, each of the parties hereto has executed this New Franchise Incentive Program Addendum as of the date set forth above.

Express Services, Inc.

By: _____
Printed Name:
Title:

_____
Franchisee

By: _____
Printed Name:
Title:

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ADDENDUM TO FRANCHISE AGREEMENT FOR EXTENDHR SERVICES

THIS ADDENDUM TO FRANCHISE AGREEMENT FOR EXTENDHR SERVICES (this "Addendum") is made and entered into effective as of _____, 20__ (the "Effective Date"), by and among Express Services, Inc., a Colorado corporation ("Express"), ExtendHR, LLC, a Delaware limited liability company ("ExtendHR"), and _____ ("Franchisee").

A. Express, through its subsidiary, ExtendHR, is now able to offer temporary staffing and related services (collectively, the "ExtendHR Services") to clients located in the State of _____.

B. Franchisee is a franchisee of Express pursuant to that certain franchise agreement by and between Express and Franchisee dated _____ (the "Franchise Agreement"). Capitalized terms used but not defined herein shall have the meaning set forth in the Franchise Agreement.

C. Express and Franchisee desire to offer and provide the ExtendHR Services to clients located in Franchisee's granted Territory as defined in the Franchise Agreement (the "Territory") through ExtendHR, and the parties desire to memorialize certain agreements with respect to the ExtendHR Services offered and provided to clients located in Franchisee's Territory through ExtendHR, subject to the terms and conditions set forth in this Addendum.

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. ExtendHR Services. Express and/or Franchisee shall be entitled to offer and provide the ExtendHR Services to clients located in Franchisee's Territory (each a "Client" and collectively, the "Clients") through ExtendHR, subject to the terms and conditions set forth in this Addendum. Franchisee agrees that Express, through ExtendHR, shall be permitted to offer and provide the ExtendHR Services in Franchisee's Territory under the Franchise Agreement in accordance with the terms and conditions set forth in this Addendum.

2. Fees from ExtendHR Services. The fees paid by the Clients for the ExtendHR Services will be split between ExtendHR and Franchisee based on the Gross Margin percentages set forth in the Franchise Agreement. However, the Gross Margin for the ExtendHR Services (the "ExtendHR Gross Margin") will not be calculated in the same manner in which the Gross Margin for temporary staffing services is calculated under the Franchise Agreement. The ExtendHR Gross Margin will be computed based on the fees paid by Clients for ExtendHR Services, less any and all expenses incurred by Express and/or ExtendHR in providing the ExtendHR Services (e.g., third-party payroll processing fees, VMS fees, costs of collection, associate benefit expenses, etc.) (the "ExtendHR Gross Margin Calculation Method"). The parties agree that the ExtendHR Gross Margin will be calculated using the ExtendHR Gross Margin Calculation Method. Any portion of the fees for ExtendHR Services payable to Express shall be deducted on a monthly basis as a line item from Franchisee's portion of the Gross Margin payable to Franchisee under the Franchise Agreement.

3. Bonus Calculations. Each of Express and Franchisee acknowledge and agree that the ExtendHR Gross Margin amounts shall not be included for purposes of Franchisee's bonus calculations, Circle of Excellence, or any other sales, gross margin, or other Express reward or bonus program.

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4. Form of ExtendHR Services Agreement for Clients. In order for Franchisee to offer and provide ExtendHR Services to a Client, Franchisee must have the Client sign and deliver a services agreement in a form either (a) provided by Express or (b) reviewed and approved by Express prior to execution.

5. Term; Termination. The term of this Addendum shall continue for so long as Express, through ExtendHR, is willing and able to offer ExtendHR Services in Franchisee's Territory. If at any time Express makes the determination, in its sole discretion, to cease offering ExtendHR Services in Franchisee's Territory, or is unable to offer ExtendHR Services in Franchisee's Territory for any reason, this Addendum shall terminate immediately upon Express providing notice of such event to Franchisee, and following such termination Franchisee shall promptly take actions necessary to terminate any contracts for ExtendHR Services with a Client in accordance with the terms of such contracts.

6. Franchise Agreement; Full Force and Effect. In all respects, the Franchise Agreement remains in full force and effect and Express and Franchisee hereby reaffirm each and every representation, warranty, agreement, covenant and condition made in the Franchise Agreement as if and to the same extent as if made on the Effective Date.

7. No Assignment; Binding Effect. No party may assign its rights or delegate its duties under this Addendum without the prior written consent of the other parties. This Addendum shall be binding upon, and shall inure to the benefit of, Express, ExtendHR and Franchisee and their respective legal representatives, successors, and permitted assigns.

8. Amendment; Governing Law. The parties may modify this Addendum only by an amendment or another agreement in writing which is signed by the parties. This Addendum shall be governed by and construed in accordance with the laws of the State of Oklahoma.

9. Counterparts. This Addendum may be executed by the parties in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Counterparts may be delivered by facsimile or other electronic transmission and any such executed counterpart shall be deemed an original.

10. Agreement and Acceptance by Express and ExtendHR. This Addendum shall be deemed accepted, executed and delivered by Express and ExtendHR upon execution and delivery of this Addendum by Franchisee to Express.

This Addendum was executed and delivered as of the Effective Date.

Express Services, Inc.	_____ **Franchisee**
By: _____	By: _____
Printed Name:	Printed Name:
Title:	Title:

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EXHIBIT C
PROMISSORY NOTE

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EXHIBIT C

PROMISSORY NOTE

$ _____ _____, 201_
Oklahoma City, Oklahoma

For value received, _____, with a notice address of _____ ("Borrower"), promises to pay to the order of **EXPRESS SERVICES, INC.**, a Colorado corporation ("Lender"), having its principal office at 9701 Boardwalk Boulevard, Oklahoma City, Oklahoma 73162, the principal sum of _____ together with interest thereon from ____ at a fixed annual rate of ____% per annum until paid in full.

Payment Schedule. Borrower shall pay principal and interest in 36 monthly installments of _____ beginning _____, 201__ and on the same day of each month thereafter with the final payment of principal, accrued interest, fees and other charges owing to Lender due on the Maturity Date, as indicated on Exhibit A attached hereto. Borrower shall have the right to prepay this Note in whole at any time without premium or penalty, but with interest to the date of payment on the amount prepaid. Borrower agrees that the payments due on this note may be made by deduction from Borrower's portion of Gross Margin or any other funds or credits in Lender's possession. If Borrower's portion of Gross Margin is insufficient to pay the monthly payment, Borrower will immediately pay the difference.

Default. At the option of Lender, the unpaid balance of this Note, and all other obligations of Borrower to Lender now existing or hereafter arising, shall become immediately due and payable without notice or demand on the occurrence or existence of any of the following events or conditions: (a) any payment required by this Note or any other note or obligation of Borrower to Lender or to others is not made when due; (b) any default occurs in the performance of any covenant, obligation, warranty or provision contained in this Note or any other note, commitment or obligation of Borrower to Lender, including without limitation, Borrower's Franchise Agreement with Lender dated _____; (c) any warranty, representation, financial information or statement made or furnished to Lender by or on behalf of Borrower proves to have been false in any material respect when made or furnished; or (d) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law is commenced in respect to either Borrower.

Attorney's Fees. Borrower agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the Lender's rights hereunder, Borrower shall pay Lender's reasonable attorney's fees, together with all court costs and other expenses incurred and paid by Lender.

Waivers by Borrower. Borrower waives presentment for payment, protest and notice of nonpayment. Borrower consents to any extension of time (whether one or more) of payment hereof, any renewal (whether one or more) hereof, and any release of any party liable for payment of this obligation. Any such extension, renewal or release may be made without notice to such party and without discharging such party's liability hereunder.

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Governing Law. This Note is made under and governed by the laws of the State of Oklahoma.

Waivers by Lender. The failure of the Lender to exercise any of the remedies or options set forth in this Note shall not constitute a waiver of the right to exercise the same or any other remedy at any subsequent time in respect to the same or any other event of default. The acceptance by the Lender of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Lender.

Compliance with Law. Borrower and Lender intend and believe that each provision in this Note complies with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such provision shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable provision was not contained herein, and that the rights, obligations and interest of Borrower and Lender under the remainder of this Note shall continue in full force and effect.

Lender's Records Evidence of Amount Owing. The records of the Lender shall be prima facie evidence of the amount owing on this Note. This Note may be assigned by Lender without the prior consent of Borrower.

Right of Set Off. The Lender may set off against any and all amounts owed by the Borrower to the Lender pursuant to this Note, any and all amounts owed by the Lender to the Borrower in the form of Borrower's portion of Gross Margin, credits, entitlements or other, whether such amounts are owing pursuant to an agreement made between the Lender and the Borrower, a statute, the common law or otherwise. For greater certainty, the Borrower agrees that any payments due hereunder may be made by deduction from any amounts owed from time to time by the Lender to the Borrower, at the Lender's sole discretion.

The undersigned Borrower has executed this instrument effective the date set forth above.

BORROWER:

ENTITY_____
A/AN STATE/TYPE_____

BY: _____
NAME: _____
TITLE: _____

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PERSONAL GUARANTY

THIS AGREEMENT (the "Agreement") is made and entered into effective as of the ___ day of _____, 201__, by _____, an individual, having a notice address at __, (referred to in this Agreement as the "Guarantor"), in favor of Express Services, Inc., a Colorado corporation ("Lender"), having a notice address at 9701 Boardwalk Blvd Oklahoma City, OK 73162.

W I T N E S S E T H:

WHEREAS, _, a/an _____ [state type (*i.e., Oklahoma limited liability company*)] ("Borrower") is justly indebted to Lender in the sum of _____ with interest thereon, according to the terms of the Promissory Note of even date herewith (the "Note") in the face amount of $_____ (the "Loan");

NOW, THEREFORE, in consideration of the extension of the Loan by Lender to the Borrower and the benefits to be derived by Guarantor therefrom, it is agreed as follows:

1. Guarantor guarantees to Lender the absolute, complete and punctual performance of the agreements contained in the Note, including, without limitation, the payment of all principal and interest now or hereafter owing by the Borrower thereunder. Guarantor's obligation hereunder is an absolute, unconditional, continuing guaranty of payment and performance by the Borrower and will not terminate until the Borrower has paid in full all amounts owing to Lender and performed all of the Borrower's obligations under the Note.

2. Guarantor agrees that Guarantor's liability hereunder will not be released, reduced, impaired or affected by the occurrence of any one or more of the following events:

(i) Any renewal, extension, modification, rearrangement or assignment of the Note, either with or without notice to or consent of Guarantor, or any adjustment, indulgence, forbearance or compromise that may be granted or given by Lender to any party.

(ii) Any neglect, delay, omission, failure or refusal of Lender to take or prosecute any action in connection with any of the indebtedness of the Borrower to Lender.

(iii) Any failure of Lender to notify Guarantor of any renewal, extension, modification, rearrangement or assignment of the Loan guaranteed hereby, or any part thereof, or of any other action taken or refrained from being taken by Lender against the Borrower or any new agreement between Lender and the Borrower, it being understood that Lender shall not be required to give Guarantor any notice of any kind under any circumstances whatsoever with respect to or in connection with the Loan hereby guaranteed.

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3. Lender may, at Lender's option, proceed to enforce this Agreement directly against Guarantor without first proceeding against the Borrower or any other person liable for payment or performance under the Note, provided, however, that Guarantor shall be entitled to five (5) days' notice.

4. Except as provided in paragraph 3 of this Agreement, Guarantor hereby waives diligence, presentment, protest, notice of dishonor, demand for payment, notice of nonpayment or nonperformance, notice of acceptance of this Agreement and all other notices of any nature in connection with the exercise of Lender's rights under the Note or this Agreement. Performance by Guarantor hereunder will not entitle Guarantor to any payment by the Borrower under any claim for contribution, indemnification, subrogation or otherwise. Guarantor waives all rights to setoffs and counterclaims against Lender and agrees that any rights which Guarantor might now or hereafter hold against the Borrower will be subordinate, junior and inferior to all rights which Lender might now or hereafter hold against the Borrower.

5. Guarantor agrees that in any action brought to enforce this Agreement, Guarantor will pay to Lender the reasonable attorneys' fees, court costs and expenses incurred by Lender.

6. Nothing herein contained will limit Lender in exercising any rights held under the Note. In the event of any default under the Note or this Agreement, Lender will be entitled to selectively and successively enforce any one or more of the rights held by Lender and such action will not be deemed a waiver of any other right held by Lender. All of the remedies of Lender under this Agreement, or the Note are cumulative and not alternative.

7. This Agreement has been negotiated in Oklahoma City, Oklahoma County, Oklahoma, and is intended to be construed in accordance with the laws of the State of Oklahoma. Guarantor consents to the venue and jurisdiction of any state or federal court sitting in Oklahoma County, Oklahoma, in any action arising under this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect or application for any reason, such invalidity, illegality or unenforceability will not affect any other provisions herein contained and such other provisions will remain in full force and effect. This Agreement will be binding on Guarantor and all heirs, personal representatives, successors and assigns of Guarantor and will inure to the benefit of Lender and all successors and assigns of Lender. Guarantor consents to the assignment of all or any portion of the rights of Lender hereunder in connection with any assignment of the rights of Lender under the Note without notice to Guarantor. If this Agreement is executed by more than one person, each term herein contained will be jointly and severally binding on each such person. This Agreement cannot be amended except by an agreement in writing signed by Guarantor and Lender.

IN WITNESS WHEREOF, Guarantor has duly executed this Agreement effective as of the date first above written.

"GUARANTOR":

_____, an individual

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Express SM
SERVICES, INC.

EXHIBIT D
SAMPLE BONUS CHART

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SAMPLE BONUS QUALIFICATION SCHEDULE

To calculate your bonus on the table below:
1. Select your AAGM% or $/hr. (whichever column is further to the right) at the top of the table.
2. Select you AGM$ row from the left side of the table.
3. Your bonus % is found where the selected column and row intersect.

$/Hour	3.34	3.42	3.52	3.61	3.70	3.81	3.90	4.09	4.27	4.46	4.65	4.84	5.02	5.21	5.38	5.59	5.76	5.95	6.13	6.35	6.51	6.69	6.89	7.07
AAGM%	18.00%	18.50%	19.00%	19.50%	20.00%	20.50%	21.00%	22.00%	22.00%	24.00%	25.00%	26.00%	27.00%	28.00%	29.00%	30.00%	31.00%	32.00%	33.00%	34.00%	35.00%	36.00%	37.00%	38.00%
AGM$																								
779,600	0.20%	0.25%	0.30%	0.35%	0.40%	0.45%	0.50%	0.513%	0.525%	0.538%	0.550%	0.563%	0.575%	0.588%	0.600%	0.613%	0.625%	0.638%	0.650%	0.663%	0.675%	0.688%	0.700%	0.713%
1,169,500	0.40%	0.50%	0.60%	0.70%	0.80%	0.90%	1.00%	1.025%	1.050%	1.075%	1.100%	1.125%	1.150%	1.175%	1.200%	1.225%	1.250%	1.275%	1.300%	1.325%	1.350%	1.375%	1.400%	1.425%
1,558,900	0.60%	0.75%	0.90%	1.05%	1.20%	1.35%	1.50%	1.538%	1.575%	1.613%	1.650%	1.688%	1.725%	1.763%	1.800%	1.838%	1.875%	1.913%	1.950%	1.988%	2.025%	2.063%	2.100%	2.138%
1,948,800	0.80%	1.00%	1.20%	1.40%	1.60%	1.80%	2.00%	2.050%	2.100%	2.150%	2.200%	2.250%	2.300%	2.350%	2.400%	2.450%	2.500%	2.550%	2.600%	2.650%	2.700%	2.750%	2.800%	2.850%
2,338,500	1.00%	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%	2.563%	2.625%	2.688%	2.750%	2.813%	2.875%	2.938%	3.000%	3.063%	3.125%	3.188%	3.250%	3.313%	3.375%	3.438%	3.500%	3.563%
2,728,600	1.20%	1.50%	1.80%	2.10%	2.40%	2.70%	3.00%	3.075%	3.150%	3.225%	3.300%	3.375%	3.450%	3.525%	3.600%	3.675%	3.750%	3.825%	3.900%	3.975%	4.050%	4.125%	4.200%	4.275%
3,118,500	1.40%	1.75%	2.10%	2.45%	2.80%	3.15%	3.50%	3.588%	3.675%	3.763%	3.850%	3.938%	4.025%	4.113%	4.200%	4.288%	4.375%	4.463%	4.550%	4.638%	4.725%	4.813%	4.900%	4.988%
3,508,100	1.60%	2.00%	2.40%	2.80%	3.20%	3.60%	4.00%	4.100%	4.200%	4.300%	4.400%	4.500%	4.600%	4.700%	4.800%	4.900%	5.000%	5.100%	5.200%	5.300%	5.400%	5.500%	5.600%	5.700%
3,897,800	1.80%	2.25%	2.70%	3.15%	3.60%	4.05%	4.50%	4.613%	4.725%	4.838%	4.950%	5.063%	5.175%	5.288%	5.400%	5.513%	5.625%	5.738%	5.850%	5.963%	6.075%	6.188%	6.300%	6.413%
4,287,800	2.00%	2.50%	3.00%	3.50%	4.00%	4.50%	5.00%	5.125%	5.250%	5.375%	5.500%	5.625%	5.750%	5.875%	6.000%	6.125%	6.250%	6.375%	6.500%	6.625%	6.750%	6.875%	7.000%	7.125%
4,677,400	2.20%	2.75%	3.30%	3.85%	4.40%	4.95%	5.50%	5.638%	5.775%	5.913%	6.050%	6.188%	6.325%	6.463%	6.600%	6.738%	6.875%	7.013%	7.150%	7.288%	7.425%	7.563%	7.700%	7.838%
5,457,200	2.40%	3.00%	3.60%	4.20%	4.80%	5.40%	6.00%	6.150%	6.300%	6.450%	6.600%	6.750%	6.900%	7.050%	7.200%	7.350%	7.500%	7.650%	7.800%	7.950%	8.100%	8.250%	8.400%	8.550%
6,236,600	2.60%	3.25%	3.90%	4.55%	5.20%	5.85%	6.50%	6.663%	6.825%	6.988%	7.150%	7.313%	7.475%	7.638%	7.800%	7.963%	8.125%	8.288%	8.450%	8.613%	8.775%	8.938%	9.100%	9.263%
7,016,500	2.80%	3.50%	4.20%	4.90%	5.60%	6.30%	7.00%	7.175%	7.350%	7.525%	7.700%	7.875%	8.050%	8.225%	8.400%	8.575%	8.750%	8.925%	9.100%	9.275%	9.450%	9.625%	9.800%	9.975%
7,796,100	3.00%	3.75%	4.50%	5.25%	6.00%	6.75%	7.50%	7.688%	7.875%	8.063%	8.250%	8.438%	8.625%	8.813%	9.000%	9.188%	9.375%	9.563%	9.750%	9.938%	10.000%	10.000%	10.000%	10.000%
8,575,300	3.20%	4.00%	4.80%	5.60%	6.40%	7.20%	8.00%	8.200%	8.400%	8.600%	8.800%	9.000%	9.200%	9.400%	9.600%	9.800%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
9,355,100	3.40%	4.25%	5.10%	5.95%	6.80%	7.65%	8.50%	8.713%	8.925%	9.138%	9.350%	9.563%	9.775%	9.988%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
10,134,600	3.60%	4.50%	5.40%	6.30%	7.20%	8.10%	9.00%	9.225%	9.450%	9.675%	9.900%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
10,914,100	3.80%	4.75%	5.70%	6.65%	7.60%	8.55%	9.50%	9.738%	9.975%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
11,693,600	4.00%	5.00%	6.00%	7.00%	8.00%	9.00%	10.00%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%

The resulting Bonus Qualification will be paid to You within thirty (30) days after the close of Our fiscal year end. The AGM $ and $/Hour amounts in the above chart will be adjusted annually in accordance with the increase in the Consumer Price Index.

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EXHIBIT E
LIST OF STATE ADMINISTRATORS

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FOR INTERNAL USE ONLY - NOT FOR RESALE

EXHIBIT E

LIST OF STATE ADMINISTRATORS

We intend to register this Disclosure Document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA California Corporations Commissioner Department of Corporations 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 876-7500 (866) 275-2677	**NEW YORK** Bureau of Investor Protection and Securities New York State Department of Law 28 Liberty Street New York, New York 10005 (212) 416-8211
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Regulation Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Department of Securities 600 Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505 (701) 328-2929
ILLINOIS Robert Tingler, Esq. Chief, Franchise Division 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation John O. Pastore Center Bldg. 69, First Floor 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 277-3048
INDIANA Secretary of State Securities Division 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance and Securities Regulation 124 South Euclid, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Director, Securities and Retail Franchising Div. State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Consumer Protection Div., Franchise Section Attn: Kathryn A. Barron 670 G. Mennen Williams Building Lansing, Michigan 48913 (517) 373-7117	**WASHINGTON** Department of Financial Institutions General Administration Building Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 296-4026	**WISCONSIN** Office of the Commissioner of Securities 345 West Washington Avenue, Fourth Floor Madison, Wisconsin 53703 (608) 261-9555

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EXHIBIT F
AGENTS FOR SERVICE OF PROCESS

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EXHIBIT F

AGENTS FOR SERVICE OF PROCESS

We intend to register this Disclosure Document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following agents as our agents for service of process in these states:

CALIFORNIA Commissioner of Corporations 320 West Fourth Street, Suite 750 Los Angeles, California 90013–2344 (213) 576–7500 Toll free: (866) 275-2677 CT Corporation System 818 West Seventh Street, Suite 930 Los Angeles, California 90017	**MARYLAND** Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202–2020 (410) 576–6360 The Corporation Trust Incorporated 2405 York Rd., Suite 201 Lutherville Timonium, Maryland 21093-2264
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586–2722 The Corporation Company, Inc. 1136 Union Mall, Suite 301 Honolulu, Hawaii 96813	**MICHIGAN** Department of Commerce, Corporations & Securities Bureau 670 Law Building 525 West Ottawa Lansing, Michigan 48913 (517) 373–7117 The Corporation Company 40600 Ann Arbor Road East, Suite 201 Plymouth, Michigan 48170-4675
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782–4465 CT Corporation System (Chicago) 208 S. LaSalle Street, Suite 814 Chicago, Illinois 60604	**MINNESOTA** Commissioner of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101 (612) 296–4026 CT Corporation System 1010 Dale Street North Saint Paul, Minnesota 55117-5603
INDIANA Indiana Secretary of State 201 State House Indianapolis, Indiana 46204 (317) 232–6681 CT Corporation System 150 West Market Street, Suite 800 Indianapolis, Indiana 46204	**NEW YORK** New York State Department of State Division of Corporations Second Floor 41 State Street Albany, New York 12231 CT Corporation System 28 Liberty Street New York, New York 10005
NORTH DAKOTA North Dakota Department of Securities 600 Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505 (701) 224–4712 CT Corporation System 120 West Sweet Avenue Bismarck, North Dakota 58504	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371–9733 CT Corporation System 4701 Cox Road, Suite 285 Glen Allen, Virginia 23060-6802

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RHODE ISLAND Director of Department of Business Regulation John O. Pastore Center Bldg. 69, First Floor 1511 Pontiac Avenue Cranston, Rhode Island (401) 277–3048 CT Corporation System 450 Veterans Memorial Parkway, Suite 7A East Providence, Rhode Island 02914	**WASHINGTON** Director of Department of Financial Institutions General Administration Building Securities Division – 3rd Floor West 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902–8760 CT Corporation System 711 Capitol Way South, Suite 204 Olympia, Washington 98501
SOUTH DAKOTA Division of Insurance and Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773–4823 CT Corporation System 319 South Coteau Street Pierre, South Dakota 57501	**WISCONSIN** Commissioner of Securities 345 West Washington Avenue, Fourth Floor Madison, Wisconsin 53703 (608) 261–9555 CT Corporation System 301 South Bedford Street, Suite 1 Madison, WI 53703

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FOR INTERNAL USE ONLY - NOT FOR RESALE

EXHIBIT G
LIST OF CURRENT/FORMER FRANCHISEES
AND
COMPANY-OWNED OFFICES

LIST OF CURRENT FRANCHISEES
(As Of December 29, 2019)

FRANdata
FOR INTERNAL USE ONLY - NOT FOR RESALE

	Location	Owners	Address 1	City	State	Zip Code	Phone
ALABAMA							
1	Auburn, AL	Jason Poole	2436 East University Drive, Suite 2203-04	Auburn	AL	36830	(334) 246-3910
2	Birmingham, AL (North)	Daniel Morgan	1108 East Park Drive	Birmingham	AL	35235	(205) 547-2849
3	Birmingham, AL (South)	Bruce and Beth Gouin and Alex Gouin	200 Cahaba Park Circle, Suite 130	Birmingham	AL	35242	(205) 981-1141
4	Birmingham, AL (West)	Daniel and Ellen Morgan	2341 John Hawkins Parkway, Suite 103	Hoover	AL	35244	(205) 610-8260
5	Decatur, AL	Kim Whitworth and Richard Shirkness	607 Church Street, Suite C	Decatur	AL	35601	(256) 822-1000
6	Dothan, AL	Terry and Amelia Stansell	3702 Ross Clark Circle, Suite 3	Dothan	AL	36303	(334) 671-1315
7	Huntsville, AL	Elizabeth and Inge Beeker and Nick Vickerson	5650 Sanderson Street, Suite P	Huntsville	AL	35805	(256) 721-5627
8	Mobile, AL	Chris and Angela Ashcraft	3662 Dauphin Street, Suite B	Mobile	AL	36608	(251) 476-8210
9	Montgomery, AL	Will Cobb	5729 Carmichael Parkway	Montgomery	AL	36117	(334) 651-0772
10	Tuscaloosa, AL	Steve and Judy Scully and Stephen and Beth Beeker	2818 Lurleen B Wallace Boulevard	Northport	AL	35476	(205) 758-0080
11	Summerdale, AL	Chris and Angela Ashcraft	20210 State Highway 59, Suite 3	Summerdale	AL	36580	(251) 989-5500
ALASKA							
1	Anchorage, AK	Kris and Jill Hoglund, D. Colston; E. Arunga; D. L	2505 Fairbanks Street	Anchorage	AK	99503	(907) 272-8584
ARIZONA							
1	Chandler, AZ	Bill Stoller, Kristen Allen and Jenny McCallum *	1005 South Arizona Avenue, Suite 10	Chandler	AZ	85248	(480) 222-4500
2	Mesa, AZ	Bill Stoller and Jenny McCallum *	849 North Dobson Road, Suite 107	Mesa	AZ	85201	(480) 820-3700
3	Peoria, AZ	Bill Stoller, Jenny McCallum and Pamela Stenvall *	8345 West Thunderbird Road, Suite B-107	Peoria	AZ	85381	(623) 889-2800
4	Phoenix, AZ (Central)	Bill Stoller, Juliet Tate and Jenny McCallum *	4001 North 3rd Street, Suite 440	Phoenix	AZ	85012	(480) 404-8417
5	South Phoenix, AZ	Bill Stoller, Daria Orozco and Jenny McCallum *	3230 East Broadway Road, Suite B-110	Phoenix	AZ	85040	(480) 413-1200
6	Scottsdale, AZ	Bill Stoller and Jenny McCallum *	15227 North 87th Street, Unit 115	Scottsdale	AZ	85260	(480) 355-3100
7	Tempe, AZ	Bill Stoller, Timothy Young, and Jenny McCallum *	1342 West Warner Road, Suite 102	Tempe	AZ	85284	(480) 413-1200
8	Tucson, AZ (South)	Wendy Pendleton	6451 South Country Club Rd., Suite 101	Tucson	AZ	85706	(520) 807-4800
ARKANSAS							
1	Conway, AR	David and Carey McClain	721 Front Street	Conway	AR	72032	(501) 358-5080
2	Ft. Smith, AR	Bob Funk *	6301 Highway 45, Suite D	Ft. Smith	AR	72916	(479) 452-6400
	Springdale, AR	Also owned by Bob Funk *	1333 Arapaho, Suite D1	Springdale	AR	72764	(479) 756-1255
3	Hot Springs, AR	Neal and Rhonda Harrington	1702 Malvern Avenue, Suite B	Hot Springs	AR	71901	(501) 520-0333
4	Jonesboro, AR	Scott and Meredith Holden	2510 East Nettleton, Suite 2	Jonesboro	AR	72401	(870) 910-5627
	Paragould, AR	Also owned by Scott and Meredith Holden	2307 Linwood Drive	Paragould	AR	72450	(870) 236-4888
5	Little Rock, AR	Bob Funk *	11121 North Rodney Parham Rd., Ste 39B	Little Rock	AR	72212	(501) 221-9800
6	Pine Bluff, AR	Becky Simpson and John Lawson	2600 Olive Street	Pine Bluff	AR	71601	(870) 535-3330

LIST OF CURRENT FRANCHISEES
(As Of December 29, 2019)

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	Location	Owners	Address 1	City	State	Zip Code	Phone
	Stuttgart, AR	Also owned by Becky Simpson and John Lawson	1904 S. Main Street, Suite 1	Stuttgart	AR	72160	(870) 672-4568
7	Russellville, AR	Bob Funk *	700 East Main Complex, Suite 18	Russellville	AR	72801	(479) 967-7070
8	Texarkana, AR	Joey Martin	3206 Jefferson Avenue	Texarkana	AR	71854	(870) 773-1313
CALIFORNIA							
1	Anaheim, CA (North)	Jim Barden	3810 East La Palma Avenue, Suite A	Anaheim	CA	92807	(714) 399-0951
2	Bakersfield, CA	Tony Odisho and Tania Noghli	1400 Chester Avenue, Suite H	Bakersfield	CA	93301	(661) 395-0395
3	Carlsbad, CA	Darrell Olps and Justin Olps	5814 Van Allen Way, Suite 225	Carlsbad	CA	92008	(760) 643-0165
4	Chico, CA	Ed and Jeannie Tierney	60 Independence Circle, Suite 103	Chico	CA	95973	(530) 898-0688
	Oroville, CA	Also owned by Ed and Jeannie Tierney	2351 Washington Avenue #B	Oroville	CA		
5	Chino-Upland, CA	Carlos and Veronica Pineda	5464 Riverside Drive	Chino	CA	91710	(909) 308-0879
6	Chula Vista, CA	Jon and Ana Noceda	730 H Street, Suite 3	Chula Vista	CA	91910	(619) 452-2300
7	Concord, CA	Shellie Seyer	5356 Clayton Road, Suite 101B	Concord	CA	94521	(925) 676-6600
8	Riverside-Corona, CA	Palbinder Badesha	357 Sheridan Street, Suite 100	Corona	CA	92880	(951) 272-6946
9	Covina, CA	Anne Woods	599 South Barranca Avenue, Suite 100	Covina	CA	91723	(626) 339-2200
10	Culver City, CA	Zachary and Debora Henley	6245 Bristol Parkway	Culver City	CA	90230	(310) 280-9848
11	San Diego, CA (East)	Jon and Ana Noceda	700 North Johnson Avenue, Suite E-F	El Cajon	CA	92020	(619) 202-0405
12	LAX, CA	Anarissa Cachila	130 E. Grand Ave., Suite F	El Segundo	CA	90245	(310) 414-3100
13	San Marcos, CA	Darrell Olps and Justin Olps	316 State Place	Escondido	CA	92078	(760) 752-5100
14	Eureka, CA	Nathan and Shelley Nilsen	14 West Wabash Avenue	Eureka	CA	95501	(707) 268-1866
15	Fairfield, CA	Gary and Rosa Phillips	5071 Business Center Drive, Suite 2	Fairfield	CA	94534	(707) 863-8200
	Vacaville, CA	Also owned by Gary and Rosa Phillips	177-B Butcher Road	Vacaville	CA	95687	(707) 446-2150
16	Fremont, CA	Raj Chellani	39510 Paseo Padre Parkway, Suite 350	Fremont	CA	94538	(510) 358-2353
17	Fresno, CA (East)	Kris Brokaw-Martin and Tony Martin	7411 North Cedar, Suite 101	Fresno	CA	93720	(559) 738-7822
18	Fresno, CA (West)	Kris Brokaw Martin and Tony Martin	7411 North Cedar, Suite 101	Fresno	CA	93720	(559) 738-7822
19	Glendale, CA	Kim Guard	1209 North Central Avenue, Suite 200	Glendale	CA	91202	(818) 507-8579
20	North Los Ageles, CA	Shane Somerville	344 Mira Loma	Glendale	CA	91204	(818) 937-0900
21	Huntington Park, CA	Jeffry Glover	7136 Pacific Boulevard, Suite 215	Huntington Park	CA	90255	(323) 909-5206
22	Irvine, CA	Mitch and Vivian Atkinson	13700 Alton Parkway, Suite 156	Irvine	CA	92618	(949) 583-7400
23	La Mirada, CA	Frank and Amana Valencia	12214 La Mirada Boulevard	La Mirada	CA	90638	(562) 693-5111
24	Laguna Hills, CA	Kamran and Mina Kalani	23181 Verdugo Drive, Suite 104-B	Laguna Hills	CA	92653	(949) 556-3359
25	Van Nuys, CA	David Taavon	15435 Devonshire Street	Mission Hills	CA	91345	(818) 332-1622
26	Modesto, CA	Shannon Gilbert-Weaver	300 Banner Court, Suite 2	Modesto	CA	95356	(209) 522-1574
27	Montebello, CA	Frank and Amana Valencia	1433 North Montebello Boulevard	Montebello	CA	90640	(323) 593-4100

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	Location	Owners	Address 1	City	State	Zip Code	Phone
28	Monterey County, CA	Paul and Mary Weyant	209 Pearl Street	Monterey	CA	93940	(831) 920-1857
29	Morgan Hill, CA	Sondra Tawfik	18640 Sutter Boulevard, Suite 400	Morgan Hill	CA	95037	(408) 778-0729
30	Temecula, CA	Eric Cross	25135 Madison Avenue, Suite 104	Murrieta	CA	92562	(951) 239-4744
31	Oxnard, CA	Neil McMillan	2371 East Vineyard Avenue, Suite B	Oxnard	CA	93036	(805) 973-1870
32	Palmdale-Lancaster, CA	Andrew Hoskins and Sharon Bowers	41319 12th Street West, Suite 104	Palmdale	CA	93551	(661) 526-5307
33	Rancho Cucamonga, CA	Donna Gonzales	7890 Haven Avenue, Suite 18	Rancho Cucamonga	CA	91730	(909) 484-4366
34	Red Bluff, CA	Lisa and Randy Hansen	243 South Main Street	Red Bluff	CA	96080	(530) 527-0727
35	Redding, CA	Sean Sharp	2697 Victor Avenue, Suite 3-B	Redding	CA	96002	(530) 221-7044
	Yreka, CA	Also owned by Sean Sharp	544 North Main Street	Yreka	CA	96097	(530) 842-9911
36	Richmond, CA	Tracy and Peter Dempsey	2970 Hilltop Mall Road, Suite 102	Richmond	CA	94806	(510) 662-5100
37	Moreno Valley, CA	Ramon Marogi	1760 Chicago Avenue, Unit J-19	Riverside	CA	92507	(951) 405-8181
38	Roseville, CA	Tina and Tom Williams and Jennifer Smith	5701 Lonetree Boulevard, Suite 302	Rocklin	CA	95765	(916) 781-0177
39	Sacramento, CA (NE)	Ed and Kathleen Smith	1715 Professional Drive	Sacramento	CA	95825	(916) 485-6923
40	Sacramento, CA (NW)	Tom and Tina Williams	3835 North Freeway Boulevard, Suite 250	Sacramento	CA	95834	(916) 922-5627
41	Sacramento, CA (South)	Tom and Tina Williams	1100 Corporate Way, Suite 170	Sacramento	CA	95831	(530) 671-9202
42	San Bernardino, CA	Donna Gonzales	1894 Commercenter West Drive, Suite 200	San Bernardino	CA	92408	(909) 253-0377
43	San Diego, CA	Suzanne and John Weede	6635 Flanders Drive, Suite C	San Diego	CA	92121	(858) 784-3676
44	San Diego, CA (Downtown)	Sunny and Shalini Ahuja	3160 Camino Del Rio South, Suite 202	San Diego	CA	92108	(619) 281-1000
45	San Diego, CA (West)	Tracy Henry	4340 Genesee Avenue, Suite 210	San Diego	CA	92117	(619) 819-5500
46	San Jose, CA	Bill and Linda Neufeld	1798 Technology Drive, Suite 139	San Jose	CA	95110	(408) 378-2700
47	San Mateo, CA	Sandra Delrahim	1700 South Amphlett Boulevard, Suite 215	San Mateo	CA	94402	(650) 403-1380
48	San Rafael, CA	Tracy and Peter Dempsey	38 Mitchell Boulevard	San Rafael	CA	94903	(415) 472-5400
49	Oakland, CA	Shilpi Zalani	2303 Camino Ramon, Suite 204	San Ramon	CA	94583	(925) 204-6251
50	Costa Mesa, CA	Cindy Chen and Mark Chu	2961 West MacArthur Boulevard, Ste 216	Santa Ana	CA	92704	(714) 676-5198
51	Santa Clarita, CA	Yvonne Rockwell	28111 Avenue Stanford	Santa Clarita	CA	91355	(661) 775-2570
52	Santa Cruz, CA	Lauren Dembski	9000 Soquel Avenue, Suite 102	Santa Cruz	CA	95062	(831) 462-1202
53	Santa Maria, CA	Jim and Rochelle McCarty	222 West Carmen Lane, Suite 102	Santa Maria	CA	93458	(805) 349-7200
54	Santa Rosa, CA	Shellie Seyer	350 College Avenue, Suite 100	Santa Rosa	CA	95401	(707) 595-1781
55	Long Beach, CA	Kendra and Michael Branton	3299 East Hill Street, suite 303	Signal Hill	CA	90755	(626) 396-1860
56	South Pasadena, CA	Ben and Hanna Rogers	709 Fremont Avenue, Suite A	South Pasadena	CA	91030	(626) 844-3562
57	South San Francisco, CA	Fredy Tamraz	90 South Spruce Avenue, Suite S	South San Francisco	CA	94080	(650) 491-0005
58	Stockton, CA	Tom and Tina Williams and Rachel French	1151 West Robinhood Drive, Suite A-1	Stockton	CA	95207	(209) 956-5668

LIST OF CURRENT FRANCHISEES
(As Of December 29, 2019)

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	Location	Owners	Address 1	City	State	Zip Code	Phone
59	Thousand Oaks, CA	Neil McMillan	600 Hampshire Road, Suite 100	Thousand Oaks	CA	91361	(805) 418-1111
60	Torrance, CA	Larry Halvorsen	22805 Hawthorne Boulevard	Torrance	CA	90505	(310) 923-7580
61	Tracy, CA	Nanet Jacobs	324 East 11th Street, Suite G-2	Tracy	CA	95376	(209) 835-2000
62	Turlock, CA	Nanet Jacobs	2350 West Monte Vista Avenue	Turlock	CA	95382	(209) 668-5830
63	Visalia, CA	Tony and Kris Martin	4002 South Demaree, Suite B	Visalia	CA	93277	(559) 738-7822
64	West Hills, CA	Suzette Oppenheim and Bob Nudelman	6700 Fallbrook Avenue, Suite 220	West Hills	CA	91307	(818) 992-9070
65	Woodland, CA	Christine Fannin	250 West Main Street, Suite 200	Woodland	CA	95695	(530) 668-9675
66	Yuba City, CA	Tom and Tina Williams and Nicole Rogers	870 West Onstott Road, Suite E	Yuba City	CA	95991	(530) 671-9202
COLORADO							
1	Aurora, CO	Judy Akerson and Eric Akerson	13696 E. Alameda Avenue, #A	Aurora	CO	80012	(303) 361-6894
2	Centennial, CO	Dan and Melissa Kastanek	12200 East Briarwood Avenue, Suite 148	Centennial	CO	80112	(303) 768-0800
3	Colorado Springs, CO (North)	Bill Stoller and Jenny McCallum *	1234 East Woodmen Road, Suite 110	Colorado Springs	CO	80920	(719) 266-9980
4	Colorado Springs, CO (South)	Jan and Roger Bonham and Blair Burns	2360 South Academy Boulevard	Colorado Springs	CO	80916	(719) 390-1300
5	Denver, CO (Downtown)	Bill Stoller, Troy McLeland and Jenny McCallum *	900 North Grant Street, Suite 120	Denver	CO	80203	(303) 861-9100
6	Durango, CO	Robert Whitson	321 South Camino Del Rio, Suite M	Durango	CO	81303	(970) 403-8780
7	Fort Collins, CO	Paul and Jeanne Fangman	2850 McClelland Drive, Suite 1100	Fort Collins	CO	80525	(970) 226-4300
8	Grand Junction, CO	Nina Anderson	725 Pitkin Avenue	Grand Junction	CO	81501	(970) 242-4500
	Montrose, CO	Also owned by Nina Anderson	525 East Main Street	Montrose	CO	81401	(970) 249-5202
9	Greeley, CO	Kathy Egan and Rebecca Egan	2711 West 10th Street	Greeley	CO	80634	(970) 353-8430
10	Lakewood, CO	Bill Stoller and Jenny McCallum *	98 N. Wadsworth Blvd., Suite 124	Lakewood	CO	80226	(303) 238-3500
11	Littleton, CO	Brian and Rhonda Lord	1709 West Littleton Boulevard	Littleton	CO	80120	(303) 347-2400
12	Longmont/Boulder, CO	Todd and Janet Isaacson	275 South Main Street, Suite 200	Longmont	CO	80501	(303) 678-1608
13	Northglenn, CO	Ben Hackett	11684 North Huron Street, Suite 105	Northglenn	CO	80234	(303) 421-2800
14	Pueblo, CO	Renee and Eric Carson and Derrick Martinez	734 West 6th Street	Pueblo	CO	81003	(719) 545-9120
CONNECTICUT							
1	Danbury, CT	Karina Parr and Foster Burnett	11 Lake Avenue Extension, Suite 1B	Danbury	CT	06811	(203) 730-2800
2	East Hartford, CT	Jay and Damaris Diaz	1165 Main Street, Suite 350	East Hartford	CT	06108	(860) 566-8484
3	Fairfield, CT	Scott Bullard	1495 Black Rock Turnpike	Fairfield	CT	06825	(203) 368-3334
4	Meriden, CT	Jay and Damaris Diaz	1501 East Main Street, Suite 102	Meriden	CT	06450	(203) 235-5627
5	North Haven, CT	Lisa Stockwell	30 Washington Avenue	North Haven	CT	06473	(203) 234-2954
6	Shelton, CT	Steve and Christine Schwartz	1077 Bridgeport Avenue, Suite 106	Shelton	CT	06484	(203) 929-5627
7	Stamford, CT	Ron and Wilma Pope	1 Bank Street, Suite 306	Stamford	CT	06901	(203) 327-5627

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	Location	Owners	Address 1	City	State	Zip Code	Phone
8	Torrington-Bristol, CT	Jim Borghoff	17 Main Street	Torrington	CT	06790	(860) 482-5627
9	Waterbury, CT	Mohammad Nasir	462 Wolcott Street	Waterbury	CT	06705	(475) 233-2293
10	Windsor-Hartford, CT	Dwight Hahn	340 Broad Street, Suite 208	Windsor	CT	06095	(860) 683-2425
DELAWARE							
1	New Castle, DE	Dave and Tobey Rodier	610 West Basin Road, Suite 100	New Castle	DE	19720	(302) 324-0140
2	Dover-Middletown, DE	Tracy Thompson	665 South Carter Road, Suite 3	Smyrna	DE	19977	(302) 659-2121
FLORIDA							
1	Naples, FL	Joe Hohmann	3358 Woods Edge Circle, Suite 102	Bonita Springs	FL	34134	(239) 498-5000
2	Bradenton, FL	Shannon Padgett and Brian Oeller	5895 53rd Avenue East	Bradenton	FL	34203	(941) 753-0034
3	Brandon, FL	Tony Mohorn	626 Bloomingdale East Avenue	Brandon	FL	33511	(813) 502-6955
4	Clearwater, FL	Ken and Diane Frazer	1590 N. McMullen Booth Road, Suite K2	Clearwater	FL	33759	(727) 712-0607
5	Crestview, FL	Owen Thompson	757 Ashley Drive	Crestview	FL	32536	(850) 500-5627
6	Miami, FL (Doral-Hialeah Gardens)	Vicki Perez	3625 Northwest 82nd Avenue, Suite 314	Doral	FL	33166	(305) 418-8462
7	Fort Lauderdale, FL	Carl and Jean Goetz and Carla Goetz	6336 North Powerline Road	Fort Lauderdale	FL	33309	(954) 721-2429
8	Fort Myers, FL	Tom Jobin	7370 College Parkway, Suite 304	Fort Myers	FL	33907	(239) 277-9675
9	Gainesville, FL	Jason Carr	4780 Northwest 39th Avenue, Suite 7	Gainesville	FL	32606	(352) 519-5244
10	Jacksonville, FL (NE)	Tachita Saunders	7001 Merrill Road, Suite 7	Jacksonville	FL	32277	(904) 800-2933
11	Jacksonville, FL (SE)	Mike Brady	9143 Philips Highway, Suite 150	Jacksonville	FL	32256	(904) 551-7503
12	Lake City, FL	Matthew and Amy Smith	471 Southwest State Road 247, Suite 115	Lake City	FL	32025	(386) 269-1055
13	Lakeland, FL	C. J. Marcello and Michael Carew	1805 US Highway 98 South, Suite A & C	Lakeland	FL	33801	(863) 535-1318
14	Melbourne, FL	Sanjay and Jeeta Saxena	397 North Wickham Road, Suite 102	Melbourne	FL	32935	(321) 722-2807
15	Miami, FL (Metro)	Carlos Perez	6303 Blue Lagoon Drive, Suite 384	Miami	FL	33126	(786) 780-2970
16	Miami-Dade, FL (South)	Jorge Costas	10491 North Kendall Drive, Suite F-202	Miami	FL	33176	(786) 323-6813
17	Miami-Dade, FL (North)	Mike Huffaker and Gwen Wood	16010 Northwest 57th Avenue, Suite 112	Miami Lakes	FL	33014	(305) 364-0700
18	Ocala, FL	Randall and Pat Camp	1005 SW 10th Street	Ocala	FL	34474	(352) 867-8055
19	Jacksonville, FL (West)	Mike Brady	195 Blanding Boulevard, Suite B	Orange Park	FL	32073	(904) 644-7017
20	Orlando, FL	David and Lisa Sellari	2411 Sand Lake Road	Orlando	FL	32809	(407) 240-7633
21	Orlando, FL (West)	David and Lisa Sellari	6000 Metro West Boulevard, Suite 105	Orlando	FL	32835	(407) 240-7633
22	Pensacola, FL	Charles Bockwith	7100 Plantation Road, Suite 4	Pensacola	FL	32504	(850) 494-1776
23	Saint Petersburg, FL	Ken and Diane Frazer	4326 Park Boulevard, Suite E	Pinellas Park	FL	33781	(727) 479-0679
24	Port Charlotte, FL	Daniel Mahoney	2394 Tamiami Trail	Port Charlotte	FL	33952	(941) 629-2611
25	Pasco-Hernando, FL	Tim McClain	6645 Ridge Road	Port Richey, FL	FL	34668	(727) 376-8891

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26	Treasure Coast, FL (Port St. Lucie)	Mike and Lee England	900 East Prima Vista Boulevard, Suite 100	Port Saint Lucie	FL	34952	(772) 287-1450
27	Seminole County, FL	Jerry Costigan and Jon Pequignot	348 West Lake Mary Boulevard	Sanford	FL	32773	(407) 268-6867
28	Daytona, FL	Bill Brown	927 Beville Road, Suite 3	South Daytona	FL	32119	(386) 492-7346
29	Tallahassee, FL **	Donna Morgan	Scheduled to Open August 2019	Tallahassee	FL		
30	Tampa, FL (Downtown)	John Tieche	9720 Princess Palm Avenue, Suite 122	Tampa	FL	33619	(813) 448-6590
31	Tampa, FL (NE)	Zahira Lehri	12814 North 56th Street	Tampa	FL	33617	(813) 514-1771
32	Tampa, FL (NW)	John Tieche	5411 Beaumont Center Boulevard, Ste 720	Tampa	FL	33634	(813) 969-3339
33	West Palm Beach, FL	Lee and Barbara Fossett	2540 Metrocentre Boulevard, Suite 3	West Palm Beach	FL	33407	(561) 471-8285
GEORGIA							
1	Alpharetta, GA	Rodney and Yvonne Moore	6230 Shiloh Road, Suite 130	Alpharetta	GA	30005	(678) 461-7600
2	Roswell, GA	Doug and Anna Dirrim	2440 Old Milton Parkway, Suite 400	Alpharetta	GA	30009	(770) 809-3191
3	Athens, GA	John Culpepper	824 Hawthorne Avenue	Athens	GA	30606	(706) 548-0625
	Braselton, GA	Also owned by John Culpepper	6750 Highway 53, Suite 109	Braselton	GA	30517	(706) 684-0394
	Covington, GA	Also owned by John Culpepper	10232 Industrial Boulevard Northeast	Covington	GA	30014	(678) 342-8244
4	Atlanta, GA	Elizabeth and Geoffrey Gill	3525 Piedmont Center Northeast, Suite 215	Atlanta	GA	30305	(404) 467-2455
5	Atlanta, GA (NE)	Eric and Deide Watson	2250 N. Druid Hills Road, Suite 142	Atlanta	GA	30329	(404) 929-7177
6	Atlanta, GA (NW)	David Black	2675 Paces Ferry Road, Suite 300	Atlanta	GA	30339	(770) 303-0099
7	Augusta, GA	Zack Daffin	808 Greene Street, Suite 100	Augusta	GA	30901	(706) 364-4473
8	Atlanta, GA (SW)	Loretta and Tim Brinson	7800 The Bluffs, Suite A	Austell	GA	30168	(770) 809-1188
9	Brunswick, GA	Mike and Janine Hendley	650 Scranton Road, Suite M	Brunswick	GA	31520	(912) 280-0700
10	Carrollton, GA	Amanda & John Oven and Gloria & Robert Stewart	123 Columbia Drive, Suite B	Carrollton	GA	30117	(770) 834-5078
11	Cartersville, GA	Zee Taher	30 Slopes Drive	Cartersville	GA	30120	(470) 322-5672
12	Dalton, GA	Brad Hake	708 South Glenwood Avenue, Suite 301	Dalton	GA	30721	(706) 529-9177
13	Atlanta, GA (Midtown)	Rondale White	910 Church Street, Suite 203	Decatur	GA	30030	(678) 515-3799
14	Atlanta, GA (Perimeter)	Annaliza Polaco and William Hulsizer	1853 Peeler Road, Suite C	Dunwoody	GA	30338	(470) 545-1087
15	Gainesville, GA	Tim Christy	322 Oak Street, Suite 2	Gainesville	GA	30501	(678) 780-3000
16	Griffin, GA	Brian Mezei	1327 West Taylor Street	Griffin	GA	30223	(770) 227-9103
	Thomaston, GA	Also owned by Brian Mezei	1311 Highway 19 North	Thomaston	GA	30286	(706) 646-2131
17	LaGrange, GA	Angela and Chris Ashcraft	209 Ridley Avenue, Suite A	La Grange	GA	30240	(706) 884-7090
18	Lawrenceville, GA	John Culpepper	1695 Duluth Highway, Suite A	Lawrenceville	GA	30043	(678) 475-1010
19	Marietta, GA	Chad McCartney	1395 South Marietta Parkway, Building 400, Suite 214	Marietta	GA	30067	(404) 496-5211
20	McDonough, GA	Brian Mezei	1141 Meredith Park Drive	McDonough	GA	30253	(770) 957-0919

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21	Newnan, GA	Larry Shaffer	8 Amlajack Boulevard	Newnan	GA	30265	(770) 253-0133
22	Savannah, GA	Jim Stewart	2 Park of Commerce Boulevard, Suite I	Savannah	GA	31405	(912) 232-9800
23	Valdosta, GA	Tripp Templeton	1900 Gornto Road, Suite F	Valdosta	GA	31602	(229) 293-0030
24	Warner Robins, GA	Steve and Rachel Norris	402 Osigian Boulevard, Suite 200	Warner Robins	GA	31088	(478) 333-6400
25	Woodstock, GA	Bland Odell	155 Towne Lake Parkway, Suite 200	Woodstock	GA	30188	(770) 928-8786
HAWAII							
1	Honolulu, HI	Chad Higa	1130 North Nimitz Highway, Suite A135	Honolulu	HI	96817	(808) 525-5225
2	Pearl City, HI	Les and Lisa Daijo	945 Kamehameha Highway, Unit 5	Pearl City	HI	96782	(808) 525-5225
IDAHO							
1	Boise, ID	Doug Haneborg	9390 West Overland Road	Boise	ID	83709	(208) 343-7552
	Caldwell, ID	Also owned by Doug Haneborg	5720 East Cleveland Boulevard, Suite 107	Caldwell	ID	83607	(208) 454-1076
	Fruitland, ID	Also owned by Doug Haneborg	211 North Whitley, Suite 2	Fruitland	ID	83619	(208) 452-4864
2	Coeur d'Alene, ID	Jessica Bauman and Roger and Peggy DeHaan	2834 North Ramsey Road, Suite 104	Coeur d'Alene	ID	83815	(208) 667-5627
3	Idaho Falls, ID	Kari and Rich Bull	3355 South Holmes Avenue	Idaho Falls	ID	83404	(208) 529-2661
4	Lewiston, ID	Stevie and Mike Whited	624 Bryden Avenue	Lewiston	ID	83501	(208) 743-6507
5	Pocatello, ID	Kari and Richard Bull	850 North 5th Avenue	Pocatello	ID	83201	(208) 232-1040
ILLINOIS							
1	Bloomingdale, IL	Joe and Janice Zdybel	255 East Lake Street, Suite 302	Bloomingdale	IL	60108	(847) 301-9500
	Elk Grove, IL	Also owned by Joe and Janice Zdybel	1221 Landmeier Road, 2nd Floor	Elk Grove Village	IL	60007	(847) 301-9500
2	Bloomington, IL	Jim and Carole Britton, JT Britton, Kayla Edwards	2203 East Empire Street, Suite 1	Bloomington	IL	61704	(309) 662-6922
3	Kankakee, IL	Brian and Julie Choquette	265 Stebbings Court, Suite 2	Bradley	IL	60915	(815) 215-8400
4	Brookfield, IL	Elizabeth McCormack	9100 Ogden, Suite A	Brookfield	IL	60513	(708) 485-4855
5	Carbondale, IL	Gerg and Jamie Cottom	1301 West Main Street	Carbondale	IL	62901	(618) 457-1001
6	Carol Stream, IL	Kathy and Nick Mitchell	191 South Gary Avenue, Suite 120	Carol Stream	IL	60188	(630) 517-3807
7	Champaign, IL	Richard and Lynn Yoerk	1001 North Mattis Avenue	Champaign	IL	61821	(217) 355-8500
	Rantoul, IL	Also owned by Richard and Lynn Yoerk	200 North Turner Drive	Rantoul	IL	61866	(217) 892-4000
8	Chicago (Hyde Park), IL	Michelle Wimberly	229 East 51st Street	Chicago	IL	60615	(773) 966-7059
9	Chicago, IL	Bob Ryan	5617 North Milwaukee Avenue	Chicago	IL	60646	(773) 775-5656
10	Joliet, IL	Nate and Karin Harbin	16151 Weber Road, Suite LL80	Crest Hill	IL	60403	(815) 733-6732
11	Crystal Lake, IL	Tom and Terri Greeno	580 East Terra Cotta Avenue	Crystal Lake	IL	60014	(815) 788-8556
12	Danville, IL	Richard and Lynn Yoerk and Doug and Shannon Risken	3160 North Vermilion Street	Danville	IL	61832	(217) 703-4156
13	Decatur, IL	Lee Best and Brian Lockwood	655 West Pershing Road	Decatur	IL	62526	(217) 872-7400

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14	Fairview Heights, IL	Marc and Diana Voegele	314 Fountains Parkway, Suite B	Fairview Heights	IL	62208	(618) 726-2140
15	Edwardsville, IL	Marc and Diana Voegele	20 Junction Drive West	Glen Carbon	IL	62034	(618) 288-8011
16	South Holland, IL	Louis and Vernita Williams	1820 Ridge Road, Suite 217	Homewood	IL	60430	(708) 825-1688
17	Jacksonville, IL	Jim and Carole Britton, JT Britton, Kayla Edwards	1122 Wall Street	Jacksonville	IL	62650	(217) 245-5700
18	Libertyville, IL	Daina Bowman and Erika Waehler	836 South Milwaukee Avenue	Libertyville	IL	60048	(847) 816-8422
19	Lombard, IL	Ryan Felton	477 East Butterfield Road, Suite 100	Lombard	IL	60148	(630) 493-000
20	Mattoon, IL	Diane and Raymond Rieck and James Rieck	616 Charleston Avenue	Mattoon	IL	61938	(217) 234-2211
	Effingham, IL	Also owned by Diane and Raymond Rieck and James Rieck	813 North 3rd Street, Unit 1	Effingham	IL	62401	(217) 347-2224
21	Mokena, IL	Ryan Hughes	10110 West 191st Street	Mokena	IL	60448	(708) 390-0282
22	Moline, IL	Mike Schaul and Matt Timmerman	4433 Avenue of the Cities	Moline	IL	61265	(309) 601-1600
23	Naperville, IL	Ryan Felton	1815 West Diehl Road, Suite 300	Naperville	IL	60563	(630) 983-5400
24	South Kane County, IL	Terri Greeno and Kelly Gillespie	1165 Oak Street	North Aurora	IL	60542	(630) 429-9113
25	Northbrook, IL	Lucy Torres	869 Sanders Road	Northbrook	IL	60062	(847) 739-2500
26	Oak Lawn, IL	Katen Patel and Pinak Patel	4710 West 95th Street, Unit A7	Oak Lawn	IL	60453	(708) 843-8383
27	Ottawa, IL	Richard and Lynn Yoerk and Jacob and Alicia Meseke	2711 North Columbus Street	Ottawa	IL	61350	(815) 306-0250
28	Peoria, IL	Cindy Neal	4111 N. Prospect Road, Suite 3	Peoria Heights	IL	61616	(309) 682-2888
29	Rockford, IL	Terri Greeno and Matt Giebel	2477 Eastrock Drive	Rockford	IL	61108	(815) 708-0991
30	Rolling Meadows, IL	Greg Geissenberger and Anna Rogatina	3501 Algonquin Road, Suite 170	Rolling Meadows	IL	60008	(847) 394-1142
31	Springfield, IL	Jim and Carole Britton, JT Britton, Kayla Edwards	3000 Professional Drive	Springfield	IL	62703	(217) 528-3000
32	Waukegan, IL	Lucy Torres	2728 Grand Avenue	Waukegan	IL	60085	(847) 782-7268
33	North Kane County, IL	Tom and Terri Greeno	750 South 8th Street	West Dundee	IL	60118	(847) 426-0404
INDIANA							
1	Bloomington, IN	Tim Tucker and Dean Roller	333 East Winslow Road	Bloomington	IN	47401	(812) 333-6210
2	Columbus, IN	Mike and Kelly Heffner	2451 West Jonathan Moore Pike	Columbus	IN	47201	(812) 376-2425
3	Elkhart, IN	Norm and Cathy Robertson & Mike and Sarah Stevens	54809 County Road 17	Elkhart	IN	46516	(574) 875-1912
4	Evansville, IN	Greg and Lora Schulten	1100 Lincoln Avenue	Evansville	IN	47714	(812) 401-5454
5	Fishers, IN (Indianapolis North)	Lee and Shannon Wenninger	7259 Fishers Landing Drive	Fishers	IN	46038	(317) 596-9370
6	Fort Wayne, IN	Sue Schaefer	1133 South Clinton Street	Fort Wayne	IN	46802	(260) 470-9300
7	Indianapolis, IN (South)	Mike and Kelly Heffner	201 South Emerson Avenue, Suite 110	Greenwood	IN	46143	(317) 888-5700
8	Indianapolis, IN	Dave and Eunice Kehlor	6233 Corporate Drive	Indianapolis	IN	46278	(317) 297-2341

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9	Indianapolis, IN (East)	Scott and Emily Makinson	5060 East 62nd Street, Suite 118	Indianapolis	IN	46220	(317) 251-3608
	Greenfield, IN	Also owned by Scott and Emily Makinson	1133 West Main Street, Suite D	Greenfield	IN	46140	
10	Lafayette, IN	Chuck and Kathy Fish	2200 Scott Street	Lafayette	IN	47904	(765) 449-5200
11	Lebanon, IN	Dave and Eunice Kehlor	409 Ransdell Road, Suite C	Lebanon	IN	46052	(317) 297-2341
12	South Bend, IN (Mishawaka)	Norm and Cathy Robertson	2206 Lincolnway East	Mishawaka	IN	46544	(574) 259-1518
13	Anderson-Muncie, IN	Nate Miller	406 East McGalliard Road	Muncie	IN	47303	(765) 287-5844
14	New Albany, IN	Robert and Renee Price	3423 Grant Line Road	New Albany	IN	47150	(812) 944-1600
15	Rensselaer, IN	Chuck and Kathy Fish	207 West Washington Street	Rensselaer	IN	47978	(219) 964-4222
16	Schererville, IN	Jerry and Jean Phelps and Alyssa Chumbley	132 East US Highway 30	Schererville	IN	46375	(219) 515-2585
17	Terre Haute, IN	Aaron and Anita Crane	2229 South Third Street	Terre Haute	IN	47802	(812) 232-9090
18	Valparaiso, IN	Jerry and Jean Phelps	332 West US Highway 30, Suite C	Valparaiso	IN	46385	(219) 465-1868
19	Warsaw, IN	Norm & Cathy Robertson, Mike and Sara Stevens	2612 Shelden Street	Warsaw	IN	46582	(574) 267-6760
IOWA							
1	Ames, IA	Katy McMahon	1110 Buckeye Avenue	Ames	IA	50010	(515) 233-5933
2	Cedar Falls, IA	Mike Schaul and Matt Timmerman	3014 Rownd Street	Cedar Falls	IA	50613	(319) 277-6603
3	Cedar Rapids, IA	Michele and Jon Oswood	120 3rd Avenue Southwest, Suite 1	Cedar Rapids	IA	52404	(319) 363-3345
4	Council Bluffs, IA	Jim and Pam Myers	1720 North 16th Street, Suite H	Council Bluffs	IA	51501	(712) 256-6970
5	Davenport, IA	Mike Schaul and Matt Timmerman	171 East 46th Street	Davenport	IA	52806	(563) 583-1600
6	Des Moines, IA (East)	Michele and Jon Oswood and Katy McMahon	4521 Fleur Drive, Suite B	Des Moines	IA	50321	(515) 287-2350
7	Des Moines, IA (West) **	Mike Schaul and Matt Timmerman	Scheduled to Open March 2019	Des Moines	IA		
8	Dubuque, IA	Mike Schaul and Matt Timmerman	1701 John F Kennedy	Dubuque	IA	52002	(563) 583-1600
	Platteville, WI	Also owned by Mike Schaul and Matt Timmerman	220 South Water Street	Platteville	WI	53818	(608) 348-9200
9	Mason City, IA	Holly Eichmann	1411 4th Street Southwest	Mason City	IA	50401	(641) 423-5613
KANSAS							
1	Derby, KS	Bob Funk *	620 North Baltimore, Suite C	Derby	KS	67037	(316) 524-5621
2	Hutchinson, KS	Levi Julian	25 West 2nd	Hutchinson	KS	67501	(620) 259-8990
3	Independence, KS	Mark and Kym Kays	2009 North Penn	Independence	KS	67301	(620) 331-6200
4	Lawrence, KS	Kate Blocker and Barry Kingery	1000 Iowa Street	Lawrence	KS	66044	(785) 749-7550
5	Manhattan, KS	Cindy and Jonny Heath	900 Hayes Drive, Suite D	Manhattan	KS	66502	(785) 776-6700
6	Olathe, KS	Sam and Barbara Hamrick	525 North Mur-Len	Olathe	KS	66062	(913) 829-4200
7	Salina, KS	Phillip and Lisa Heath	2326 Planet Avenue	Salina	KS	67401	(785) 825-4545
8	Kansas City, KS (Shawnee)	Trevor and Hannah Curtis	6431 Quivira Road	Shawnee	KS	66216	(913) 248-3259
9	Topeka, KS	Diana Ramirez	2300 Southwest 29th, Suite 100 & 121	Topeka	KS	66611	(785) 267-2773

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	Emporia, KS	Also owned by Diana Ramirez	417 Commercial Street, Suite 6	Emporia	KS	66801	(620) 208-7767
10	Wichita, KS (North)	Bob Funk *	8015 East Peachtree Lane	Wichita	KS	67207	(316) 858-1800
KENTUCKY							
1	Bowling Green, KY	Rhonda Choate	1649 Scottsville Road, Suite A	Bowling Green	KY	42104	(270) 746-0509
	Franklin, KY	Also owned by Rhonda Choate	901 South Main Street	Franklin	KY	42134	(270) 586-6052
	Glasgow, KY	Also owned by Rhonda Choate	215 Rogers Road	Glasgow	KY	42141	(270) 629-6801
2	Elizabethtown, KY	Ernest and Beth Pardue	935 North Mulberry Street	Elizabethtown	KY	42701	(270) 737-4724
3	Florence, KY	Mary Jo Roth	8459 US 42, Suite B	Florence	KY	41042	(859) 525-7722
4	Frankfort, KY **	Patrick Cashman	Scheduled to Open January 2020	Frankfort	KY		
5	Harrodsburg, KY	Ernest and Beth Pardue and Daniel Cline	1028 North College Street, Suite 11	Harrodsburg	KY	40330	(859) 592-5961
6	Lexington, KY	Patti Jo and Eric Blakemore	154 Patchen Drive, Suite 89	Lexington	KY	40517	(859) 971-1011
7	Louisville, KY (SE)	Ernest and Beth Pardue and Daniel Cline	11003 Bluegrass Parkway, Suite 400	Louisville	KY	40299	(502) 261-1187
8	Louisville, KY (West)	Robert and Renee Price	4919 C Dixie Highway	Louisville	KY	40216	(502) 449-6000
9	Owensboro, KY	Charlene Salpietra	1900 Triplett Street	Owensboro	KY	42303	(270) 240-5511
10	Richmond, KY	Arshad Hussain and Zartash Gul	155 North Keenland Drive, Suite 2	Richmond	KY	40475	(859) 624-5627
11	Louisville, KY (East)	Ernest and Beth Pardue and Daniel Cline	6908 Shelbyville Road	Simpsonville	KY	40067	(502) 205-0040
LOUISIANA							
1	Alexandria, LA **	Seth Landry	Scheduled to Open December 2019	Alexandria	LA		
2	Baton Rouge, LA	Jason Poole	3888 South Sherwood Forest Boulevard, Suite J-1	Baton Rouge	LA	70816	(225) 926-5627
3	Baton Rouge, LA (Downtown)	Rebecca and Mark Herbst	855 North Boulevard	Baton Rouge	LA	70802	(225) 448-0130
4	Covington, LA	Melissa Elliott	100 Louis Prima Drive	Covington	LA	70433	(985) 809-9696
5	Gonzales, LA	Amy Velez	1021 North Airline Highway	Gonzales	LA	70737	(225) 644-9675
6	Lafayette, LA	Arica and Ian Prejean	100 Beauvais Avenue, Suite A-2	Lafayette	LA	70507	(337) 896-6066
7	Metairie, LA	Jason Poole	701 David Drive, Suite A	Metairie	LA	70003	(504) 733-0000
8	Monroe, LA	Jay Mulhern	1140 Oliver Road	Monroe	LA	71201	(318) 537-9399
9	New Orleans, LA	Chris Carden	1000 South Jefferson Davis Pkwy, Ste 200	New Orleans	LA	70125	(504) 484-0494
10	Shreveport, LA	Blake and Kristi Wren	1409 East 70th Street, Suite 120	Shreveport	LA	71105	(318) 226-8777
MAINE							
1	Portland, ME	Matt and Margaret Flynn	49 Dartmouth Street, Suite #1	Portland	ME	04101	(207) 761-9933
MARYLAND							
1	Harford-Cecil, MD	Christine and Robert Bell	3474 Emmorton Road	Abingdon	MD	21009	(443) 484-7188
2	Annapolis, MD	Rick Purcell	2530 Riva Road, Suite 304	Annapolis	MD	21401	(410) 571-0440

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	Location	Owners	Address 1	City	State	Zip Code	Phone
3	Baltimore, MD (East)	Christine and Robert Bell	1103 North Pointe Boulevard, Suite 425	Baltimore	MD	21224	(410) 288-7900
4	Columbia, MD	Jim and Gavin Craig	7120 Minstrel Way, Suite 102	Columbia	MD	21045	(410) 312-7700
5	Easton, MD	MaryEllen and Scott Carter	29466 Pintail Drive, Unit 1	Easton	MD	21601	(410) 820-8888
	Salisbury, MD	Also owned by MaryEllen and Scott Carter	119 Naylor Mill Road, Suite 5	Salisbury	MD	21801	(410) 860-8888
6	Owings Mills, MD	Gwen and Ralph Johnson	10461 Mill Run Circle, Suite 820	Owings Mills	MD	21117	(410) 998-9500
7	Rockville, MD	Wilson Chan	9211 Corporate Boulevard, Suite 220	Rockville	MD	20850	(240) 347-0688
8	Towson, MD	Kenya Taylor	1122 Kenilworth Drive, Suite 501A	Towson	MD	21204	(410) 321-4473
MASSACHUSETTS							
1	Acton, MA	Sara Epsztein, Michel and Francoise Epsztein	1740 Massachusetts Avenue, Suite I	Boxborough	MA	01719	(978) 221-2561
2	Braintree, MA	Monica Horan	100 Grandview Road, Suite 216	Braintree	MA	02184	(781) 848-2324
3	Lowell, MA	Ross Capobianco	229 Billerica Road, Unit 4	Chelmsford	MA	01824	(978) 256-1101
4	Chelsea, MA	John Dickey	146 Broadway	Chelsea	MA	02150	(617) 466-1939
5	Newton, MA	Adam Goddess	396 Watertown Street	Newton	MA	02458	(857) 240-3747
6	Andover, MA	John Dickey	451 Andover Street, Suite 330	North Andover	MA	01845	(781) 245-4110
7	Norwood, MA	Fortunato Mendes	85 Astor Avenue, Suite 4	Norwood	MA	02062	(781) 206-8976
8	Taunton-Fall River, MA	Susan McNamara and David Willett	705 Myles Standish Boulevard, Suite 1	Taunton	MA	02780	(774) 501-1692
9	Waltham-Framingham, MA	David Berman	40 Washington Street, Suite 215	Wellesley Hills	MA	02481	(781) 446-6970
10	Worcester, MA	Steve Leduc	1241 Main Street, Suite 5	Worcester	MA	01603	(774) 420-2824
MICHIGAN							
1	Ann Arbor, MI	Derek Ilich	6360 Jackson Road, Suite D	Ann Arbor	MI	48103	(734) 929-5093
2	Battle Creek, MI	Brian DeKraker	2550 Capital Avenue, Suite 160	Battle Creek	MI	49015	(269) 441-8313
3	Howell, MI	Reggie Kaji and Jason Kishmish	2160 Grand River Annex, Suite 200	Brighton	MI	48114	(517) 546-5627
4	Clinton Township, MI	Paul LaFrance	44875 Morley Drive	Clinton Township	MI	48036	(586) 783-5300
5	Dearborn, MI	Jagdish Vani and Konark Vani	3371 Greenfield Road	Dearborn	MI	48120	(313) 265-2999
6	Lansing, MI	Lisa Young	1429 West Saginaw Street, Suite 120	East Lansing	MI	48823	(517) 272-4670
7	Flint, MI	Jason Kishmish and Jonathan Zoma	4225 Miller Road, Suite #B6	Flint	MI	48507	(810) 265-7155
8	Holland-Muskegon, MI	Peggy Jacobs	660 Chicago Drive, Suite 20	Holland	MI	49423	(616) 499-2199
	Muskegon, MI	Also owned by Peggy Jacobs	1848 East Sherman Boulevard	Muskegon	MI	49442	(231) 739-6390
9	Kalamazoo, MI	Adrian Stroupe	3321 Stadium Drive, Suite D	Kalamazoo	MI	49008	(269) 353-7113
10	Keego Harbor, MI	Antoinette and George Habbouche	3080 Orchard Lake Road, Suite A	Keego Harbor	MI	48320	(248) 745-5876
	Wixom, MI	Also owned by Antoinette and George Habbouche	49175 Pontiac Trail	Wixom	MI	48393	(248) 960-9767
11	Farmington Hills, MI	Rod and Lynn Coburn	37457 Schoolcraft Road	Livonia	MI	48150	(248) 474-5000
12	Midland, MI	Dmitry Erofeev	5800 Eastman Avenue, Suite 203	Midland	MI	48640	(989) 832-6994

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13	Monroe, MI	Reggie Kaji	1121 North Telegraph Road	Monroe	MI	48162	(734) 437-5455
14	Tecumseh, MI	Also owned by Reggie Kaji	101 West Chicago Boulevard, Suite 170	Tecumseh	MI	49286	(517) 662-3755
15	Rochester Hills, MI	Paul and Julie LaFrance	811 South Boulevard East, Suite 210	Rochester Hills	MI	48307	(248) 243-3000
16	Troy, MI	Paul and Julie LaFrance	811 South Boulevard East, Suite 210	Rochester Hills	MI	48307	(586) 566-8009
17	Detroit, MI	Christine and Chris Raymond	16236 13 Mile Road	Roseville	MI	48066	(586) 779-5090
18	Roseville, MI	Chris and Christine Raymond	16236 13 Mile Road	Roseville	MI	48066	(586) 779-5090
19	Royal Oak, MI	Jacob Krause and Steven Davis	410 Cambridge Road	Royal Oak	MI	48067	(248) 545-7377
20	Saint Joseph, MI	Ryan Smith and Afiya Latham	4070 Red Arrow Highway	Saint Joseph	MI	49085	(269) 408-1980
21	Westland, MI	Rod and Lynn Coburn	38545 Ford Road, Suite 100	Westland	MI	48185	(734) 728-9800
22	Grand Rapids, MI	Janis Petrini	1760 44th Street Southwest, Suite 10	Wyoming	MI	49519	(616) 281-0611
MINNESOTA							
1	Brooklyn Park, MN	Greg Poirier	8500 Edinbrook Parkway, Suite E	Brooklyn Park	MN	55443	(763) 571-1107
2	Chanhassen, MN	Eric Ronning	2679 West 78th Street	Chanhassen	MN	55317	(952) 448-3653
	Albertville, MN	Also owned by Eric Ronning	11011 61st Street Northeast, Suite 125	Albertville	MN	55301	(952) 448-3653
3	Duluth-Superior, MN	Jon Obrecht	414 West Superior Street, Suite 411	Duluth	MN	55802	(218) 624-4416
	Grand Rapids, MN	Also owned by Jon Obrecht	102 Northeast 3rd Street, Suite 100	Grand Rapids	MN	55744	(218) 326-9461
	Hibbing, MN	Also owned by Jon Obrecht	2900 East Beltline, Suite 7	Hibbing	MN	55746	(218) 263-5664
4	Eagan, MN	Jim and Jolynn Johnson	1266 Lone Oak Road	Eagan	MN	55121	(612) 915-2000
5	Edina, MN	Jim and Jolynn Johnson	5151 Edina Industrial Boulevard, Suite 100	Edina	MN	55439	(952) 915-2000
6	Forest Lake, MN	Scott Sodergren and Luke Sodergren	1500 South Lake Street, Suite 100	Forest Lake	MN	55025	(651) 464-9995
7	Hopkins, MN	Karen Elfstrand and Michael Weiner	821 Main Street	Hopkins	MN	55343	(952) 933-1116
8	Lakeville, MN	Glenn and Kathryn Starfield	8275 210th Street West	Lakeville	MN	55044	(952) 469-5112
	Savage, MN	Also owned by Glenn and Kathryn Starfield	8718 Egan Drive	Savage	MN	55378	
9	Maple Grove/NW Metro, MN	Norm Doty, Keith Payne, Brad & Andrea Doty	11220 86th Avenue North	Maple Grove	MN	55369	(763) 428-1966
10	Mankato, MN	Grant Moody	113 Monroe Avenue	North Mankato	MN	56003	(507) 387-5620
11	Owatonna, MN	Norm Doty, Curt Wigham and Jeff Jensen	812 South Elm Street	Owatonna	MN	55060	(507) 455-3002
	Albert Lea, MN	Also owned by Norm Doty, Curt Wigham and Jeff Jensen	1410 West Main Street	Albert Lea	MN	56007	(507) 373-2826
12	Plymouth, MN	Cheri Nelson and Jon and Heidi Nelson	3021 Harbor Lane North, Suite 209	Plymouth	MN	55447	(763) 746-3300
13	Red Wing, MN	Scott Sodergren and Luke Sodergren	910 Main, Suite 101	Red Wing	MN	55066	(651) 388-6331
	River Falls, WI	Also owned by Scott Sodergren and Luke Sodergren	1561 Commerce Court, Suite 110	River Falls	WI	54022	(715) 426-6134
	Saint Croix Falls, WI	Also owned by Scott Sodergren and Luke Sodergren	125 North Washington, Suite C1	Saint Croix Falls	WI	54024	(715) 483-2541
14	Rochester, MN	Norm Doty	2518 North Broadway	Rochester	MN	55906	(507) 285-1616

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	Rochester Training Center, MN	Also owned by Norm Doty	2518 North Broadway	Rochester	MN	55906	(507) 529-9413
	Winona, MN	Also owned by Norm Doty	1600 Gilmore Avenue	Winona	MN	55987	(507) 457-3311
15	Saint Paul, MN	Bob and Sally Boullianne	1696 Suburban Avenue	Saint Paul	MN	55106	(651) 432-4500
16	St. Cloud, MN	Jill and David Magelssen	1410 West Saint Germain Street, Suite 101	St. Cloud	MN	56301	(320) 251-1038
17	Woodbury, MN	Christine Menard and Kim Hemingway	650 Commerce Drive, Suite 135	Woodbury	MN	55125	(651) 731-9328
MISSISSIPPI							
1	Biloxi-Gulfport, MS	Jason Poole and Chad Purdy	979 Tommy Munro Drive	Biloxi	MS	39532	(228) 868-5447
2	Oxford, MS	Also owned by Diego and Alejandra Lejwa	2686 West Oxford Loop, Suite 120	Oxford	MS	38655	(662) 228-4209
3	Flowood, MS (Jackson)	Bob and Susan Dillard, Tim Dillard and Anna Abrams	4220 Lakeland Drive, Suites D & E	Flowood	MS	39232	(601) 355-7000
4	Hattiesburg, MS	Jason Poole	4700 Hardy Street, Suite P	Hattiesburg	MS	39402	(601) 264-9060
5	DeSoto, MS	Diego and Alejandra Lejwa	5740 Getwell Road, Suite A	Southaven	MS	38672	(662) 420-7047
6	Starkville, MS	Scott Dodd	301 Academy Drive, Suites A & B	Starkville	MS	39759	(601) 323-4070
7	Tupelo, MS	Jim and Julianne Goodwin	810 Garfield Street	Tupelo	MS	38801	(662) 842-5500
	Corinth, MS	Also owned by Jim and Julianne Goodwin	608 Cass Street	Corinth	MS	38834	(662) 594-8174
8	Vicksburg, MS	Shawn and Tim Scott	1105 Mission Park Drive	Vicksburg	MS	39180	(601) 661-0435
MISSOURI							
1	Arnold, MO	David, Marianne Burlis & Daneille, Cody Ballah	661 Jeffco Boulevard	Arnold	MO	63010	(636) 287-3303
2	Eastern Jackson County, MO	James and Courtnei Garrett	1739 Northwest Burdett Crossing	Blue Springs	MO	64015	(816) 229-5627
3	Branson, MO	Kevin McConnell and Robert McConnell	2001 State Highway 248, Suite #8	Branson	MO	65616	(417) 335-2700
4	Cape Girardeau, MO	Heath Hartwell and Karen Lance	107A West Drive	Cape Girardeau	MO	63701	(573) 388-4884
5	Columbia, MO	Stephen Shields	1900 North Providence Road, Suite 200	Columbia	MO	65202	(573) 443-1800
6	Joplin, MO	Stephen Shields	1501 East 20th	Joplin	MO	64804	(417) 623-6500
	Neosho, MO	Also owned by Stephen Shields	1721 LaQuesta, Suite 1	Neosho	MO	64850	(417) 455-9138
	Pittsburg, KS	Also owned by Stephen Shields	207 E. 29th Street	Pittsburg	KS	66762	(620) 308-6774
7	Kansas City, MO (Downtown)	Jerry and Jill Hickey	107 West 9th Street	Kansas City	MO	64105	(816) 988-2828
8	Kansas City, MO (South)	Brad Collins	8423 Wornall	Kansas City	MO	64114	(816) 994-6894
9	Northland KC, MO	Jerry and Jill Hickey	301 Armour Road	North Kansas City	MO	64116	(816) 994-2424
10	Perryville, MO	Heath Hartwell and Karen Lance	1107 North Perryville Boulevard	Perryville	MO	63775	(573) 517-4444
	Farmington, MO **	Also owned by Heath Hartwell and Karren Lance	Scheduled to Open March 2020	Farmington	MO		
11	Poplar Bluff, MO	Karen Lance and John Lance	682 Highway 142	Poplar Bluff	MO	63901	(573) 686-8800
	Sikeston, MO	Also owned by Karen Lance and John Lance	215 North Main	Sikeston	MO	63801	(573) 471-1680

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12	Rolla, MO	Joe and Connie Coonrod	1034 Kings Highway	Rolla	MO	65401	(573) 364-5010
13	Maryland Heights, MO	Amy Barber Terschluse	2280 Administration Drive	Saint Louis	MO	63146	(314) 692-0600
14	Springfield, MO	Mark and Sharon Snow	3050 South National, Suite 200	Springfield	MO	65804	(417) 887-5900
15	St. Joseph, MO	Vern and Mary Patterson	2620 North Belt Highway	St. Joseph	MO	64506	(816) 273-0038
16	Saint Louis, MO	Amy Barber Terschluse	1000 East Park Industrial Drive, Suite 1	St. Louis	MO	63130	(314) 621-8000
17	Saint Peters, MO	Amy Barber Terschluse	1053 Cave Springs Road, Suite 206	St. Peters	MO	63376	(636) 926-2211
18	Union, MO	Mike King	30 Hi-Line Drive, Suite B	Union	MO	63084	(636) 584-0284
19	Warrensburg, MO **	Debra Dickinson	Scheduled to Open July 2020	Warrensburg	MO		
20	St. Louis, MO (South)	David & Marianne Burlis and Danielle & Cody Ballah	8039 Watson Road	Webster Groves	MO	63119	(314) 968-2700
MONTANA							
1	Billings, MT	Mary Brazill	317 16th Street West	Billings	MT	59102	(406) 252-5050
2	Bozeman, MT	Greg and Rina Donaldson	222 East Main, Suite 102	Bozeman	MT	59715	(406) 587-0388
3	Butte, MT	Jason Manning	700 East Front	Butte	MT	59701	(406) 723-6531
4	Great Falls, MT	Sandra Stafford	220 6th Street South	Great Falls	MT	59405	(406) 761-3027
5	Helena, MT	Jeremiah and Alex Johnson	601 Euclid Avenue, Suite D	Helena	MT	59601	(406) 442-7501
6	Kalispell, MT	Cheri Nelson and Jordan Nelson	4 Sunset Plaza, Suite 101	Kalispell	MT	59901	(406) 257-2255
7	Missoula, MT	Jay Olson	3709 Brooks Street	Missoula	MT	59801	(406) 543-6651
NEBRASKA							
1	Lincoln, NE	Tim and Jennifer Washburn	4955 O Street, Suite C	Lincoln	NE	68510	(402) 420-5800
2	Omaha, NE (North/Downtown)	Bernie and Pam Inbody	5310 North 99th Street	Omaha	NE	68134	(402) 922-9911
3	Omaha, NE (South)	Tim Washburn	6157 Center Street	Omaha	NE	68106	(402) 884-0122
4	Omaha, NE (West)	Pam and Bernie Inbody	5310 North 99th Street	Omaha	NE	68154	(402) 933-1880
NEVADA							
1	Las Vegas, NV	Jeff Pyle	3663 East Sunset Road, Suite 103	Las Vegas	NV	89120	(702) 434-3900
2	Las Vegas, NV (Central)	Michael Shiffman	900 South Valley View Boulevard, Ste 190	Las Vegas	NV	89107	(702) 381-9810
3	Las Vegas, NV (North)	Sam Sadeghi and Ahmad Sadeghi	4116 West Craig Road, Suite 101	North Las Vegas	NV	89032	(702) 779-3171
4	Reno, NV	Bill Stoller, Michele Davies and Jenny McCallum *	3973 South McCarran Boulevard	Reno	NV	89502	(775) 826-4442
NEW HAMPSHIRE							
1	Hampton, NH	John Hudson	5 Lafayette Road	Hampton	NH	03842	(603) 929-1000
2	Manchester, NH	John and Bernadette Roller	8025 South Willow Street, Suite 210	Manchester	NH	03103	(603) 606-7177

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NEW JERSEY							
1	Woodbridge-Avenel, NJ	Minni Seth	1148 Saint George Avenue	Avenel	NJ	07001	(732) 694-3350
2	Bloomfield, NJ	Johanna Nolfo, Mike Nolfo, Christina Barile, Gene	256 Broad Street, Suite A	Bloomfield	NJ	07003	(973) 707-5263
3	Princeton, NJ	John Hagemann	510 US Highway 130, Suite B-1	East Windsor	NJ	08520	(609) 918-1088
4	Edison, NJ (South)	Doug and Yianna Batchelor and Stephanie Batchelor	1090 King Georges Post Road, Suite 305	Edison	NJ	08837	(732) 738-4440
5	Fairfield, NJ	Pete & Johanna Nolfo, Mike Nolfo, Christina Barile	363 Route 46 West, Building 1, Suite 240	Fairfield	NJ	07004	(973) 808-2000
6	Hackettstown, NJ	Pete & Johanna Nolfo, Mike Nolfo, Christina Barile	453 Route 46, Suite 5	Hackettstown	NJ	07840	(908) 813-8311
7	Hasbrouck Heights, NJ	David and Marianne Kemp	209 Williams Avenue	Hasbrouck Heights	NJ	07604	(201) 288-7100
8	Howell, NJ	Anna Santucci	4142 Route 9 South	Howell	NJ	07731	(732) 806-9562
9	Jersey City, NJ	Deidra Viney, Holly Winters (Doan) & L'Mani Viney	30 Montgomery Street, Suite 1255	Jersey City	NJ	07302	(201) 333-8400
10	Marlton, NJ	Barbara Cusumano	106 Centre Boulevard, Suite I	Marlton	NJ	08053	(856) 985-8600
11	Mountainside, NJ	Rao and Naga Dasika	200 Sheffield Street, Suite 206	Mountainside	NJ	07092	(908) 789-0022
12	Oakland, NJ	Pete & Johanna Nolfo, Mike Nolfo, Christina Barile	350 Ramapo Valley Road, Suite 130A	Oakland	NJ	07436	(201) 405-0333
13	Park Ridge, NJ	Greg and Liz Buniak	137 Kinderkamack Road	Park Ridge	NJ	07656	(201) 573-1105
14	Parsippany, NJ	Pete & Johanna Nolfo, Mike Nolfo, Christina Barile	140 Littleton Road, Suite 110	Parsippany	NJ	07054	(973) 316-4885
	Roxbury, NJ	Also owned by Pete & Johanna Nolfo, Mike Nolfo, Christina Barile	15 Commerce Boulevard, Suite 109	Succasunna	NJ	07876	(973) 917-4040
15	Somerset, NJ	Kevin Mason	101 Route 206	Somerville	NJ	08876	(908) 505-0415
16	Union City, NJ	Kim Dodd and Sean Gayle	4808 Bergenline Avenue, Suite 502	Union City	NJ	07087	(201) 758-7960
NEW MEXICO							
1	Albuquerque, NM (Uptown)	Jonathan Thom	2500 Louisiana Boulevard NE, Suite 500	Albuquerque	NM	87110	(505) 361-1505
2	Albuquerque, NM (West)	Jonathan Thom	9664 Eagle Ranch Road NW, Suite 2	Albuquerque	NM	87114	(505) 508-2162
NEW YORK							
1	Albany, NY	Jordan Modiano	501 New Karner Road	Albany	NY	12205	(518) 313-7829
2	Buffalo, NY	John and Josie Swanson	3140 Sheridan Drive, Suite 2	Amherst	NY	14226	(716) 833-3348
3	Babylon Village, NY	Jim Morris	122 West Main Street, Suite 202	Babylon	NY	11702	(631) 392-1560
4	Nanuet, NY	Bob Gioia	275 Route 304, Suite 300	Bardonia	NY	10954	(845) 507-0812
5	Batavia, NY	Peter and Laurie Brown	32 Ellicott Street	Batavia	NY	14020	(585) 201-7240
6	Brooklyn, NY	Charu Bakshi	68 35th Street, Suite B633	Brooklyn	NY	11232	(929) 424-5627
7	Corning, NY	Michael and Catava Reese	11849 East Corning Road, Suite 101	Corning	NY	14830	(607) 936-0770
8	Hauppauge, NY	Jim and Donna Bartunek	1 Rabro Drive, Suite 104	Hauppauge	NY	11788	(631) 406-4064
9	Ithaca, NY	Kathy Nivison	222 Elmira Road	Ithaca	NY	14850	(607) 256-2121

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10	Jamestown, NY	Peter and Laurie Brown and Andrew Brown	17 East 4th Street	Jamestown	NY	14701	(716) 483-3844
11	Binghamton, NY	Sandy Jones	365 Harry L Drive	Johnson City	NY	13790	(607) 777-9613
12	Queens, NY (NW)	Greg Hughes	44-02 11th Street, Suite 614	Long Island City	NY	11101	(917) 832-6081
13	Suffolk County, NY (East)	Tom McManus	1641 Route 112, Suite C	Medford	NY	11763	(631) 485-7955
14	Niagara-Lockport, NY	John and Josie Swanson	908 Niagara Falls Boulevard, Suite 206	North Tonawanda	NY	14120	(716) 389-2901
15	North Westchester County, NY	Joe Leake	30 Glenn Street, Suite 411	North White Plains	NY	10603	(914) 428-0680
16	Poughkeepsie, NY **	Sandra Jackson	Scheduled to open March 2020	Poughkeepsie	NY		
17	Rochester, NY	Peter and Laurie Brown and Ashley Brown	3400 Monroe Avenue, Unit 9	Rochester	NY	14618	(585) 218-0440
18	Nassau County, NY (North)	Taj Burgher	99 Powerhouse Road, Suite 101	Roslyn Heights	NY	11577	(516) 430-6600
19	Saratoga, NY	Jordan Modiano	3076C Route 50, Suite 3	Saratoga Springs	NY	12866	(518) 450-1399
20	Syracuse, NY	Eric Hrbac	3004 Erie Boulevard East	Syracuse	NY	13224	(315) 446-4900
21	Utica/Rome, NY	John and Lori Calabrese	520 Seneca Street, Suite 103	Utica	NY	13502	(315) 790-5723
22	Buffalo, NY (South)	Darren and Jennifer Moscato	1900 Ridge Road, Suite 109	West Seneca	NY	14224	(716) 800-4311
23	White Plains, NY	Sterling Jasper	19 Court Street, Suite 402	White Plains	NY	10601	(914) 328-4700
NORTH CAROLINA							
1	Asheboro, NC	David and Sharon Blalock	131-F Dublin Square Road	Asheboro	NC	27203	(336) 626-7511
2	Asheville, NC	Gary and Diane Gallagher and Meredith Campbell	1979 Hendersonville Road, Suite B	Asheville	NC	28803	(828) 654-8101
3	Charlotte, NC (North)	Bill and Gina Sofio	7340 Smith Corners Boulevard, Suite 700	Charlotte	NC	28269	(704) 716-9103
4	Charlotte, NC (South)	Bill and Gina Sofio	6225 Carmel Road	Charlotte	NC	28226	(704) 752-1988
5	Johnston County, NC	Tim and Rebecca Salavejus	241 NC Highway 42 East	Clayton	NC	27527	(919) 243-2017
6	Durham, NC	Sam and Pam Higdon and Jeff Higdon	5306 NC Highway 55, Suite 103	Durham	NC	27713	(919) 572-6755
7	Fayetteville, NC	Brad Loase	894-E Elm Street	Fayetteville	NC	28303	(910) 437-5959
8	Gastonia, NC	Kevin Roberge	543 Cox Road, Suite A	Gastonia	NC	28054	(704) 866-4136
9	Greensboro, NC	Jim and Lori Franklin	7204 D West Friendly Avenue	Greensboro	NC	27410	(336) 282-7901
10	Hickory, NC	Don and Diane Lowman	1366 Highway 321 NW	Hickory	NC	28601	(828) 345-1445
11	Jacksonville, NC	Cowanda and Randy Bazile	461 Western Boulevard, Suite 118	Jacksonville	NC	28546	(910) 335-0060
12	Mooresville, NC	Jamie Ottinger	105 Singleton Road, Unit 104	Mooresville	NC	28177	(704) 662-6685
13	Oxford, NC	Hal Muetzel	124 Main Street	Oxford	NC	27565	(919) 693-1730
14	Raleigh, NC	Sam and Pam Higdon and Jeff Higdon	4701 Creedmoor Road, Suite 115	Raleigh	NC	27612	(919) 954-9909
15	Rocky Mount, NC	Larry McAdams, Linda Skojec and Christy Taylor	841 South Wesleyan Boulevard	Rocky Mount	NC	27803	(252) 443-1199
16	Sanford, NC	Joe Clancy	307 North Horner Boulevard	Sanford	NC	27330	(919) 775-1292
17	Wilmington, NC	Ernie and Wendy Mayo	4620 Cedar Avenue, Suite 119	Wilmington	NC	28403	(910) 392-2300

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18	Winston-Salem, NC	Matt Bocan	159 Jonestown Road	Winston-Salem	NC	27104	(336) 306-8525
NORTH DAKOTA							
1	Fargo, ND	Chris and Sonya Greenberg and Taylor Engelhart	1100 19th Avenue, Suite R-1	Fargo	ND	58102	(701) 297-8800
2	Grand Forks, ND	Chris and Sonya Greenberg	3590 South 42nd Street	Grand Forks	ND	58201	(701) 787-5655
OHIO							
1	Akron, OH (West)	Pat Genovese	66 South Miller Road, Suite 201	Akron	OH	44333	(330) 835-1298
2	Lorain County, OH	Chad Grude	1895 Cooper Foster Park Road	Amherst	OH	44001	(440) 723-2875
3	Beavercreek, OH	Jeff and Cathy Delk	810 Orchard Lane, Suite 101	Beavercreek	OH	45434	(937) 431-5550
	Wilmington, OH	Also owned by Jeff and Cathy Delk	202 West Locust Street	Wilmington	OH	45177	(937) 431-5550
4	Youngstown, OH	Scott and Lisa Brush	5815 Market Street, Unit 1	Boardman	OH	44512	(330) 333-7031
5	Bowling Green, OH	Jeff Lemke and Amy Collignon	1616 East Wooster Street, Unit 13	Bowling Green	OH	43402	(419) 352-0111
	Findlay, OH	Also owned by Jeff Lemke and Amy Collignon	1212 Tiffin Avenue	Findlay	OH	45840	(419) 352-0111
6	Canton, OH	Stephen Michaels	4675 Dressler Road Northwest	Canton	OH	44718	(330) 239-8709
7	Cincinnati, OH (Central)	Paul Ruch	4572 Montgomery Road	Cincinnati	OH	45212	(513) 531-5627
8	Cincinnati, OH (East)	Chris and Debby Winnenberg	754 Old State Route 74	Cincinnati	OH	45245	(513) 842-8000
9	Cincinnati, OH (NE)	Chuck and Betsy Harris	4760 Cornell Road	Cincinnati	OH	45241	(513) 489-7787
10	Cincinnati, OH (NW)	Laura Dale Kozma and Alex Caudill	3551 Springdale Road	Cincinnati	OH	45251	(513) 457-4448
11	Columbus, OH (Metro West)	Larry Hill and Kristina Downing	1065 Bethel Road	Columbus	OH	43220	(614) 278-7707
12	Columbus, OH (SE)	Brian and Kelly Carpenter	6105 McNaughten Road	Columbus	OH	43232	(614) 328-9345
13	Dayton, OH (North)	Jeff and Cathy Delk	8514 North Dixie Drive	Dayton	OH	45414	(937) 262-4700
14	Delaware, OH	Tim and Alita Burke	96 W. William Street	Delaware	OH	43015	(740) 369-1400
	Columbus, OH (North)	Also owned by Tim and Alita Burke	6838 Flags Center Dr.	Columbus	OH	43229	(614) 934-7700
15	Sandusky, OH	Nathan and Jennifer Grude	2012 Cleveland Road West, Unit E	Huron	OH	44839	(419) 616-0082
16	Lakewood, OH	Zhan Askaryan	16208 Madison Avenue	Lakewood	OH	44107	(216) 706-6789
17	Cleveland, OH (East)	Robin Levine	5495 Mayfield Road	Lyndhurst	OH	44124	(216) 591-9125
18	Mentor, OH	Jim Levine	7326 Industrial Park Boulevard	Mentor	OH	44060	(440) 751-5185
19	Parma, OH	Lou and Jackie Cardinale	5348 Broadview Road	Parma	OH	44134	(216) 459-2800
20	Springfield, OH	Larry Hil and Kristina Downing	2200 North Limestone Street, Suite 116	Springfield	OH	45503	(937) 399-5323
21	Toledo, OH	Jeff Lemke	5350 Airport Highway, Suite 104	Toledo	OH	43615	(419) 382-6838
22	Toledo, OH (North)	Jeff Lemke and Jessica Lemke	240 West Alexis Road, Unit A	Toledo	OH	43612	(419) 478-6060
23	Cleveland South-Akron North, OH	Kathy and Wayne Hill	8963 Darrow Road	Twinsburg	OH	44087	(440) 249-7755
24	Dayton, OH (South)	Ron Johnson	2018 South Alex Road	West Carrollton	OH	45449	(937) 204-1893

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	Location	Owners	Address 1	City	State	Zip Code	Phone
25	Cincinnati, OH (Butler County)	Mehul Parikh	8116 Beckett Center Drive	West Chester	OH	45069	(513) 755-8212
26	Columbus, OH (NE)	Kelly and Brian Carpenter	4207 East Broad Street, Suite A	Whitehall	OH	43213	(614) 754-8930
OKLAHOMA							
1	Ardmore, OK	Bob Funk *	126 D. Street NW	Ardmore	OK	73401	(580) 490-9111
	Durant, OK **	Also owned by Bob Funk *	Scheduled to Open January 2018	Durant	OK		
2	Claremore, OK	Bob Funk *	654 South Lynn Riggs Boulevard	Claremore	OK	74017	(918) 342-9247
	Bartlesville, OK	Also owned by Bob Funk *	4029 SE Nowata Road	Bartlesville	OK	74006	(918) 333-4600
3	Clinton, OK	Bob Funk *	903 S. 10th	Clinton	OK	73601	(580) 323-4400
	Woodward, OK	Also owned by Bob Funk *	1110 Hillcrest	Woodward	OK	73801	(580) 256-5433
4	Enid, OK	Bob Funk *	2223 West Willow	Enid	OK	73703	(580) 233-0000
5	Lawton, OK	Bob Funk *	1920 NW Cache Road	Lawton	OK	73505	(580) 355-6002
	Altus, OK	Also owned by Bob Funk *	417 East Tamarack	Altus	OK	73521	(580) 477-1193
	Duncan, OK	Also owned by Bob Funk *	1618 West Jones, Suite 400-500	Duncan	OK	73533	(580) 252-0606
6	McAlester, OK	Bob Funk *	1202 East Carl Albert Parkway	McAlester	OK	74501	(918) 420-5100
7	Muskogee, OK	Bob Funk *	1140 North Main	Muskogee	OK	74401	(918) 683-6800
8	Norman, OK	Bob Funk *	2424 Springer Drive, Suite 103	Norman	OK	73069	(405) 366-6060
	Home Health, OK	Also owned by Bob Funk *	615 24th Avenue SW	Norman	OK	73069	
9	NW Oklahoma City, OK	Bob Funk *	6401 Northwest Expressway, Suite 108	Oklahoma City	OK	73032	(405) 720-1000
	Edmond, OK	Also owned by Bob Funk *	3601 South Broadway, Suite 700	Edmond	OK	73034	(405) 478-3331
	Regional Sales Office	Also owned by Bob Funk *	2929 NW 156th	Edmond	OK	73013	
	Oklahoma City, OK (Downtown)	Also owned by Bob Funk *	500 West Main, Suite 101A	Oklahoma City	OK	73102	(405) 272-9797
	Oklahoma City, OK (Medical Division)	Also owned by Bob Funk *	6300 NW Expressway	Oklahoma City	OK	73132	(405) 720-1000
10	SW Oklahoma City, OK	Bob Funk *	804 West I-240 Service Road, Suite B	Oklahoma City	OK	73139	(405) 634-6600
11	Piedmont, OK	Bob Funk *	414 Piedmont Road	Piedmont	OK	73078	(405) 373-2131
	Yukon, OK	Also owned by Bob Funk *	1050 Andrew Drive	Yukon	OK	73099	(405) 350-2550
12	Pryor, OK	Bob Funk *	523 South Mill	Pryor	OK	74361	(918) 825-1010
	Miami, OK	Also owned by Bob Funk *	2309 North Main	Miami	OK	74354	(918) 542-5757
	Vinita, OK	Also owned by Bob Funk *	235 1/2 A South Wilson	Vinita	OK	74301	(918) 256-4747
13	Shawnee, OK	Bob Funk *	3905 North Harrison	Shawnee	OK	74801	(405) 275-7575
	Ada, OK	Also owned by Bob Funk *	1159 North Hills Centre	Ada	OK	74820	(580) 332-4444
	Seminole, OK	Also owned by Bob Funk *	1800B North Milt Phillips	Seminole	OK	74868	(405) 382-7500
14	Stillwater, OK	Bob Funk *	211 North Perkins Road, Suite 2	Stillwater	OK	74075	(405) 372-8000

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	Ponca City, OK	Also owned by Bob Funk *	2712 North 14th Street	Ponca City	OK	74601	(580) 767-1144
15	Tulsa, OK (Mid-Town)	Bob Funk *	10816 East 71st Street	Tulsa	OK	74133	(918) 749-9600
16	Tulsa, OK (West)	Bob Funk *	4316 South Peoria Avenue	Tulsa	OK	74105	(918) 746-4000
	Bristow, OK	Also owned by Bob Funk *	100 North Main	Bristow	OK	74010	(918) 367-3999
	Sand Springs, OK	Also owned by Bob Funk *	30 East 2nd Street, Suite D	Sand Springs	OK	74063	(918) 241-3600
OREGON							
1	Albany, OR	Bill Stoller and Jenny McCallum *	2250 Southeast 14th Avenue, Suite A	Albany	OR	97322	(541) 967-3600
2	Bend, OR	Connie Worrell-Druliner and Stephanie Miller	61379 South Highway 97	Bend	OR	97702	(541) 389-1505
	Redmond, OR	Also owned by Connie Worrell- Druliner and Stephanie Miller	916 Southwest 17th Street, Suite 205	Redmond	OR	97756	(541) 504-2140
3	Eugene, OR	Pat Murphy	945 Garfield	Eugene	OR	97402	(541) 686-0001
4	Gresham, OR	Bill Stoller, Lisa Monfils and Jenny McCallum *	120 Northwest Burnside Road	Gresham	OR	97030	(503) 492-3200
5	Hermiston, OR	Mike and Marsha Stipe	120 East Hurlburt	Hermiston	OR	97838	(541) 567-1123
6	Hillsboro, OR	Bill Stoller, Laura Moore and Jenny McCallum *	1001 SE Tualatin Valley Highway, Suite B34	Hillsboro	OR	97123	(503) 640-3600
7	Klamath Falls, OR	Bill Stoller, Jillian Stork and Jenny McCallum *	104 North 11th Street	Klamath Falls	OR	97601	(541) 273-5000
8	McMinnville, OR	Bill Stoller, Stevie Whited, Brandon Malloy, Jenny McCallum *	733 Northeast Baker St.	McMinnville	OR	97128	(503) 434-5128
9	Medford, OR	Bill Stoller, Jenny McCallum, Nicole Baines, Rusty *	3523 Arrowhead Drive, Suite 100	Medford	OR	97504	(541) 779-5522
	Grants Pass, OR	Also owned by Bill Stoller, Jenny Schwenke, Nicole & Rusty Jones *	219 Northwest E Street, Suite A	Grants Pass	OR	97526	(541) 471-0113
10	Oregon City, OR	Bill Stoller, Jenny McCallum and Tina Irvine *	900 Main Street, Suite 106	Oregon City	OR	97045	(503) 654-3600
11	East Portland, OR	Bill Stoller, Jenny McCallum, Sara Moriarty and Carlos Delafuente *	10011 SE Division, Suite 102	Portland	OR	97266	(503) 254-1200
12	North Portland, OR	Bill Stoller, Bryan Baker and Jenny McCallum *	4790 North Lombard Street	Portland	OR	97203	(503) 735-1200
13	Roseburg, OR	Bill Stoller, Jenny McCallum and Willis Cook *	741 Northeast Garden Valley Boulevard	Roseburg	OR	97470	(541) 673-3332
14	Salem, OR	Bill Stoller, Patricia & Jeffrey Bowman, Jenny McCallum *	925 Commercial Street South, suite 100	Salem	OR	97302	(503) 399-1200
15	Tigard, OR	Bill Stoller, Jill Loveless and Jenny McCallum *	10115 Southwest Nimbus Avenue, Suite 500	Tigard	OR	97223	(503) 624-2001
16	Express Healthcare Professionals	Bill Stoller, Julie & Brad Tate, Andria Cisneros, *	7401 Southwest Washo Court, Suite 200	Tualatin	OR	97062	(503) 612-1400
17	West Tualatin, OR	Bill Stoller, Jenny McCallum and Robert Knight *	19407 SW Martinazzi Ave.	Tualatin	OR	97062	(503) 612-1800
	Tualatin, OR	Also owned by Bill Stoller *	7401 SW Washo Court, Suite 200	Tualatin	OR	97062	(503) 612-1400
PENNSYLVANIA							
1	Allentown/Bethlehem (West), PA	Tom and Joan Rooney and Kris Rooney	795 Roble Road, Suite C	Allentown	PA	18109	(610) 264-4080
2	Delaware County, PA	Troy Dennis	4832 Pennell Road	Aston	PA	19014	(484) 589-5566

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3	Bala Cynwyd, PA	Elliot Eiseman	1012 West Lancaster Avenue	Bryn Mawr	PA	19010	(610) 337-7766
4	Butler-Mercer, PA	Gary and Esther Schwartz	112 Hollywood Drive, Suite 203	Butler	PA	16001	(724) 256-9990
5	East Stroudsburg, PA	Terry and Stephen Lukas	2205 Milford Road	East Stroudsburg	PA	18301	(570) 424-1800
6	Easton/Bethlehem (East), PA	Sergio and Gillian Moreira	3600 Nicholas Street, Suite 100	Easton	PA	18045	(610) 438-8000
7	Fort Washington, PA	George Pereira-Ogan	540 Pennsylvania Avenue, Suite 100	Fort Washington	PA	19034	(215) 253-4906
8	Greencastle, PA	Carl Francisco	705 South Antrim Way	Greencastle	PA	17225	(717) 593-4634
9	Westmoreland-Fayette, PA	Paula Schmidt	4012 Route 130, Suite 300	Irwin	PA	15642	(724) 392-7190
10	Wilkes-Barre, PA	Jeff Doran	575 Pierce Street, Suite 101	Kingston	PA	18704	(570) 208-7000
11	Lancaster, PA	Nicole and Zachary Kraehmer	1380 Harrisburg Pike, Suite A	Lancaster	PA	17601	(717) 945-5940
12	Lansdale, PA	Chip Carlson	19 Jenkins Avenue, Suite 200	Lansdale	PA	19446	(610) 489-4191
13	Camp Hill, PA	Pat and Gretchen Greenwood	829 State Street, Suite 1009	Lemoyne	PA	17043	(717) 731-8440
14	Chester County, PA (Main Line)	Maria O'Connell	215 Lancaster Avenue, Suite F10	Malvern	PA	19355	(484) 329-7930
15	Philadelphia, PA (Center City)	Ade Lawal	1628 John F Kennedy Boulevard, Ste 1802	Philadelphia	PA	19103	(215) 893-1200
16	Philadelphia, PA (North)	Chris and Betty Malinowski	7922 Frankford Ave.	Philadelphia	PA	19136	(215) 332-6800
17	Philadelphia, PA (South)	Matt Esposito	2034 South Juniper Street	Philadelphia	PA	19148	(215) 769-9004
18	Pittsburgh, PA (East)	Neil Ackerman	21 Yost Boulevard, Suite 156	Pittsburgh	PA	15221	(412) 349-8228
19	Pittsburgh, PA (North/Downtown)	Gary and Esther Schwartz	1006 West View Park Drive	Pittsburgh	PA	15229	(412) 366-3661
20	Pittsburgh, PA (South)	Karen Furman	4141 Bronsville Road, Suite 6	Pittsburgh	PA	15227	(412) 885-5800
21	Pittsburgh, PA (West)	Deb Gray	6200 Steubenville Pike-Route 60, Suite 201	Pittsburgh	PA	15136	(412) 494-2000
22	Scranton, PA	Amy Clegg	135 W. Market Street	Scranton	PA	18508	(570) 963-1000
23	State College, PA	Ami Ranker-Ingold	135 Rolling Ridge Drive	State College	PA	16801	(814) 867-5627
24	Trevose, PA	Matt Esposito	4636 Street Road	Trevose	PA	19053	(215) 322-8700
25	Washington County, PA	Len Johnson	168 West Chestnut Street	Washington	PA	15301	(724) 249-2695
26	Berks County, PA	Dan Brumbach	840 North Park Road	Wyomissing	PA	19610	(610) 750-7898
27	York, PA	Amy Reinert	2210 East Market Street	York	PA	17402	(717) 718-4473
RHODE ISLAND							
1	Warwick, RI	Liliana Dolan	155 Jefferson Boulevard, Suite 5	Warwick	RI	02888	(401) 739-8460
SOUTH CAROLINA							
1	Columbia, SC	Northan Golden	9557 Two Notch Road, Suite J	Columbia	SC	29223	(803) 788-8721
2	Greenville, SC	Randy Gordon	1659 Woodruff Road, Suite E	Greenville	SC	29607	(864) 234-9945
3	Greenville, SC (North)	Kevin Woods	1615 Wade Hampton Boulevard, Suite D	Greenville	SC	29609	(864) 509-1033

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4	Lexington, SC **	Lauren McClain	Scheduled to Open March 2020	Lexington	SC		
5	Charleston, SC (NE)	John and Sally Byrnes	1470 Ben Sawyer Boulevard, Suite 3	Mount Pleasant	SC	29464	(843) 744-2266
6	Myrtle Beach, SC	Doug and Meredith Dolson	1111 48th Avenue North, Suite 116	Myrtle Beach	SC	29577	(843) 212-9099
7	Charleston, SC (SW)	John and Sally Byrnes	6541 Rivers Avenue, Suite C	North Charleston	SC	29406	(843) 744-2266
8	Rock Hill, SC	Jeff Giroux	2032-B Cherry Road	Rock Hill	SC	29732	(803) 328-5540
9	Spartanburg, SC	Karen and Tony Knuckles	245 East Blackstock Road	Spartanburg	SC	29301	(864) 576-6006
SOUTH DAKOTA							
1	Aberdeen, SD	Chris and Sonya Greenberg	221 6th Avenue Southeast, Suite 2	Aberdeen	SD	57401	(605) 225-9222
	Brookings, SD	Also owned by Chris and Sonya Greenberg	1206 Main Avenue South	Brookings	SD	2188	(605) 692-5627
	Watertown, SD	Also owned by Chris and Sony Greenberg	1018 14th Street Southeast	Watertown	SD	57201	(605) 878-0999
2	Sioux Falls, SD	Rich and Pam Leafgreen	434 South Kiwanis Avenue, Suite 2	Sioux Falls	SD	57104	(605) 335-2710
TENNESSEE							
1	Alcoa, TN	Celia Smith and Melinda Hudson	217 Airport Plaza Drive	Alcoa	TN	37701	(865) 273-2158
2	Chattanooga, TN	Brad Hake	5922 Shallowford Road	Chattanooga	TN	37421	(423) 893-8099
3	Cleveland, TN	Celia Smith	213 Ocoee Crossing Northwest	Cleveland	TN	37312	(423) 479-1720
4	Cookeville, TN	Kristi Nixon	1459 Interstate Drive, Suite E	Cookeville	TN	38501	(931) 854-1900
	Lafayette, TN	Also owned by Kristi Nixon	503 HWY 52 Bypass West	Lafayette	TN	37083	(615) 688-2800
5	Crossville, TN	Celia Smith	848 Livingston Road, Suite 101	Crossville	TN	38555	(931) 210-5555
6	Dickson, TN	Jason Shiflet and Brett Hill	432 Highway 46 South	Dickson	TN	37055	(615) 441-8898
	Clarksville, TN	Also owned by Brett Hill and Jason Shiflet	2509 D Wilma Rudolph Boulevard	Clarksville	TN	37040	(931) 802-5585
7	Dyersburg, TN	Paul and Monica Magee	562 Highway 51 Bypass	Dyersburg	TN	38024	(731) 286-5000
	Covington, TN	Also owned by Paul and Monica Magee	741 D Highway 51	Covington	TN	38019	(901) 313-9279
8	Franklin, TN	Jon and Becky Rolen	377 Riverside Drive, Suite 100	Franklin	TN	37064	(615) 791-8004
9	Gallatin, TN	Rhonda Choate and Ashleigh Kessinger	316 East Main Street	Gallatin	TN	37066	(615) 451-7111
	Lebanon, TN	Also owned by Rhonda Choate and Ashleigh Kessinger	6650 Eastgate Boulevard, Unit 103	Lebanon	TN	37090	(615) 846-9892
	Portland, TN	Also owned by Rhonda Choate	634-A North Broadway	Portland	TN	37148	(615) 325-6686
10	LaFollette, TN	Celia Smith	1907 Old Jacksboro Highway, Suite 2	Jacksboro	TN	37757	(423) 566-0089
	Rogersville, TN	Also owned by Celia Smith	420 Park Boulevard	Rogersville	TN	37857	(423) 358-8958
11	Jackson, TN	Ronnie and Susan Morris	196 Carriage House	Jackson	TN	38305	(731) 660-0061
	Henderson, TN	Also owned by Ronnie and Susan Morris	1212C US Highway 45 North	Henderson	TN	38340	(731) 435-1477
	Lexington, TN	Also owned by Ronnie and Susan Morris	102 Lexington Plaza	Lexington	TN	38351	(731) 968-6448
	Paris, TN	Also owned by Ronnie and Susan Morris	810 East Wood Street, Suite A	Paris	TN	38242	(731) 641-1230

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12	Johnson City, TN	Michael and Stephanie Cooter	2909 East Oakland Avenue, Suite 103	Johnson City	TN	37601	(432) 282-4672
13	Knoxville, TN	Celia Smith and Kara Pinkerton	8805 Kingston Pike, Suite 101	Knoxville	TN	37923	(865) 531-1720
14	Memphis, TN (North)	Marcus and Bardethia Gray	7395 Highway 64, Suite 106	Memphis	TN	38133	(901) 623-7994
15	Memphis, TN (SE)	Jim Barrasso and Watt Daniel	6100 Primacy Parkway, Suite 111	Memphis	TN	38119	(901) 680-1933
16	Memphis, TN (SW)	Diego and Alejandra Lejwa	3315 Winchester Road	Memphis	TN	38118	(901) 779-2013
17	Morristown, TN	Celia Smith	340 East Economy Road	Morristown	TN	37814	(423) 307-5555
18	Murfreesboro, TN	Jon and Rebecca Rolen	1734 South Rutherford Boulevard	Murfreesboro	TN	37130	(615) 896-2505
	Manchester, TN	Also owned by Jon and Rebecca Rolen	2526 Hillsboro Boulevard, Suite C	Manchester	TN	37355	(615) 896-2505
19	Nashville, TN	Sam Miley	2601 Elm Hill Pike, Suite F	Nashville	TN	37214	(615) 391-0966
20	Nashville, TN (North)	Jason and Christi Patrick	2286 Rosa L Parks Boulevard	Nashville	TN	37228	(615) 313-3690
21	Nashville, TN (West)	Diane and Scott Jones	1916 Patterson Street, Suite 202	Nashville	TN	37209	(615) 313-3690
TEXAS							
1	Abilene, TX	Ken and Barbara Magee	2 Village Drive, Suite 103	Abilene	TX	79606	(325) 437-1048
2	Allen, TX	Debbie Boehm	402 West McDermott Drive	Allen	TX	75013	(972) 423-1112
3	Amarillo, TX	Bob Funk *	6605 I-40 West	Amarillo	TX	79106	(806) 467-2562
4	Arlington, TX	Greg and Kay Johnson	3701 South Cooper Street, Suite 233	Arlington	TX	76015	(817) 468-9118
5	Austin, TX (North)	Mike and Dana Sasser	8900 Shoal Creek Boulevard, Suite 125	Austin	TX	78757	(512) 453-3838
6	Austin, TX (South)	Thomas and Jennifer Montalvo and Mike Sasser	3913 Todd Lane, Suite 103	Austin	TX	78744	(512) 416-6666
7	Austin, TX (SW)	Mark Wagner	4021 South Capital of Texas Highway, Suite H	Austin	TX	78704	(512) 900-8708
8	Beaumont, TX	Derrick and Ashley Barber	1844 Interstate 10 South, Suite 202	Beaumont	TX	77707	(409) 898-1168
9	Bedford, TX	Rakesh and Judith Malhotra	1703 Airport Freeway	Bedford	TX	76021	(817) 354-9675
10	Brownsville, TX	Jeff and Nancy Reed	954 West Price Road	Brownsville	TX	78520	(956) 550-8510
	Harlingen, TX	Also owned by Jeff and Nancy Reed	1601 South Business 77, Suite A	Harlingen	TX	78550	(956) 425-5627
11	Bryan, TX	Bob Funk and Rocky Gill *	1863 Briarcrest Drive	Bryan	TX	77802	(979) 776-4455
	Brenham, TX	Also owned by Bob Funk and Rocky Gill *	2408 South Chappell Hill Street	Brenham	TX	77833	(979) 251-8200
12	Corpus Christi, TX	Hank and Tehra Eidenmuller and Margot Villarreal	2820 South Padre Island Drive, Suite 114	Corpus Christi	TX	78415-1818	(361) 855-2900
13	Dallas, TX (Midtown)	Christian Lundsberg	4140 Lemmon Avenue, Suite 240	Dallas	TX	75219	(972) 330-2890
14	Dallas, TX (North)	Joshua and Tory Lane and Mitch Strobl	14755 Preston Road, Suite 830	Dallas	TX	75254	(972) 385-3155
15	Dallas, TX (West)	Kent Gardner and John Chay	2727 West Mockingbird, Suite 104	Dallas	TX	75235	(214) 637-5627
16	Plano, TX	Benita Harris	18333 Preston Road	Dallas	TX	75252	(469) 930-0207
17	Denton, TX	Bob Funk *	3801 South I-35 East, Suite 126	Denton	TX	76207	(940) 312-7347
18	El Paso, TX (East)	William Dozal	1368 Zaragoza Building A, Suite D	El Paso	TX	79936	(915) 307-8742
19	El Paso, TX (West)	Hilda Cisneros and Gerardo Sosa	5200 North Mesa, Suite C-101A	El Paso	TX	79912	(915) 842-8252

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20	Fort Worth, TX (Downtown)	Lance and Julie Turner	2501 Parkview, Suite 101	Fort Worth	TX	76102	(817) 877-1044
21	Fort Worth, TX (South)	McDonald Moore	1533 Merrimac Circle, Suite 224	Fort Worth	TX	76107	(817) 737-2900
22	North Fort Worth, TX	Lance and Julie Turner	3025 Western Center Boulevard	Forth Worth	TX	76131	(817) 281-1570
23	Houston, TX (Bay Area)	Mark and Mona Conrad	211 East Parkwood, Suite 210	Friendswood	TX	77546	(281) 648-4200
24	Garland, TX	Johnny and Samantha Clark	911 Main Street	Garland	TX	75040	(972) 681-1609
25	Houston, TX (Bellaire)	Jason Lee and Olden Lee	6800 West Loop South, Suite 120	Houston	TX	77401	(713) 665-4800
26	Houston, TX (Downtown)	Katy Kyle and Jim Kyle	1235 North Loop West, Suite 730	Houston	TX	77008	(713) 523-5530
27	Houston, TX (West)	Ahsan Ali	1880 South Dairy Ashford Street, Suite 272	Houston	TX	77077	(281) 493-2333
28	North Houston, TX	Bob Funk and Susan Hughes *	8111 North Sam Houston Parkway West, Suite 500	Houston	TX	77064	(281) 931-7100
	Conroe, TX	Also owned by Bob Funk and Susan Mullanix *	2816 I-45 North, Suite 100	Conroe	TX	77303	(936) 760-1771
	Tomball, TX	Also owned by Bob Funk and Susan Mullanix *	32323 State Highway 249, Suite 200	Pinehurst	TX	77362	(281) 290-6330
29	Irving, TX	Mike and Arie Overby	4070 North Belt Line Road, Suite 126	Irving	TX	75038	(972) 258-4981
	Farmers Branch, TX	Also owned by Mike and Arie Overby	4101 McEwen, Suite 342	Farmers Branch	TX	75244	(972) 258-4981
30	Katy, TX	Roland Rivera and Jeff Nomura	23501 Cinco Ranch Boulevard, Suite B230	Katy	TX	774944	(281) 394-7419
31	Longview, TX	Ernie and Pat Sers and Kevin Sers	101 West Hawkins Parkway, Suite 4	Longview	TX	75605	(903) 663-3559
32	Lubbock, TX	Gary and Sandra Ball	7412 South University, Suite 11	Lubbock	TX	79423	(806) 745-2395
33	Lufkin, TX	Rhonda and John Simmons	210C S. Timberland Drive	Lufkin	TX	75901	(936) 632-1171
	Nacogdoches, TX	Also owned by Rhonda and John Simmons	829 North University	Nacogdoches	TX	75961	(936) 560-1810
34	McAllen, TX	Matt Foerster	504 North Tenth Street, Suites B1, B2, & B9	McAllen	TX	78501	(956) 664-9675
35	Mesquite, TX	Carol Akins and Sandy Beserra	1220 North Town East Boulevard, Suite 334	Mesquite	TX	75150	(972) 698-6668
36	Midland, TX	Johnny and Samantha Clark	111 South B Street	Midland	TX	79701	(915) 570-8666
37	New Braunfels, TX	Kristi Borland	1528 East Common Street, Suite 24	New Braunfels	TX	78130	(830) 626-2300
38	Odessa, TX	Iretta Pruit and Amber Gray	2817 John Ben Shepperd Pkwy., Suite E16	Odessa	TX	79762	(432) 550-0270
39	Richardson, TX	Vicki Walker	1000 East Campbell Rd., Suite 114	Richardson	TX	75081	(972) 231-7664
40	Round Rock, TX	Jan Thomason	2000 N. Mays Avenue, Suite 202	Round Rock	TX	78664	(512) 255-2525
41	NW San Antonio, TX	Chandu and Vasu Radia	8131 I-H 10, Suite 225	San Antonio	TX	78230	(210) 340-3939
42	San Antonio, TX (NE)	Jeff and Kay Meyer	8379 Perrin-Beitel Road	San Antonio	TX	78218	(210) 653-5627
43	San Antonio, TX (SW)	Kristi Borland	9055 Marbach Road, Suite 101	San Antonio	TX	78245	(210) 674-3300
44	SE San Antonio, TX	Kristi Borland	3150 Southeast Military Drive, Suite 101	San Antonio	TX	78223	(210) 923-1774
45	Sherman, TX	Bob Funk and Rocky Gill *	4001 North Highway 75, Suite 350	Sherman	TX	75090	(903) 893-1122
	Greenville, TX	Also owned by Bob Funk and Rocky Gill *	6413 Wesley Street, Suite B	Greenville	TX	75402	(903) 454-2997
	Mt. Pleasant, TX	Also owned by Bob Funk and Rocky Gill *	1009 South Jefferson Avenue, Suite 200	Mt. Pleasant	TX	75455	(430) 222-2085

LIST OF CURRENT FRANCHISEES
(As Of December 29, 2019)

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	Location	Owners	Address 1	City	State	Zip Code	Phone
	Paris, TX	Also owned by Bob Funk and Rocky Gill *	2751 East Price	Paris	TX	75460	(903) 706-5192
	Sulphur Springs, TX	Also owned by Bob Funk and Rocky Gill *	204 West Shannon Road	Sulphur Springs	TX	75482	(903) 919-5082
46	Temple, TX	Deborah Zembo and George Gromacki	200 West Calhoun	Temple	TX	76501	(254) 771-5595
	Killeen, TX	Also owned by Deborah Zembo and George Gromacki	1801 Trimmier Road, #A7	Killeen	TX	76541	(254) 554-5700
47	Texas City, TX	Mark and Mona Conrad	600 Gulf Freeway, Suite 101	Texas City	TX	77591	(409) 741-9990
48	Tyler, TX	Rocky and Carrie Gill	5609 Donnybrook Avenue	Tyler	TX	75703	(903) 592-9999
49	Victoria, TX	Russell Dempsey and Doug French	5319 North Navarro	Victoria	TX	77904	(320) 200-5151
50	Waco, TX	Mark Elliott and Mike Elliott	6321 Sanger	Waco	TX	76710	(254) 776-3300
51	Waxahachie, TX	Bruce and Camella Binkley	507 North Highway 77, Suite 516	Waxahachie	TX	75165-0996	(972) 923-1780
	Johnson County, TX	Also owned by Bruce and Camella Binkley	1409 South Broadway Street, Suite B	Joshua	TX	76058	(817) 487-4900
52	Weatherford, TX	Robert and Linda Harris	218 Santa Fe Drive	Weatherford	TX	76086	(817) 594-3600
53	Wichita Falls, TX	Tandy Kimbro and Jamie Riedt	3612 Kemp Boulevard	Wichita Falls	TX	76308	(940) 691-8367
UTAH							
1	Layton, UT	Tarissa and David Gwilliam	1916 North 700 West, Suite 210	Layton	UT	84041	(801) 728-3228
2	Logan, UT	Doug and Rebecca Anthony	1545 North Main, Suite 100	Logan	UT	84341	(435) 213-9595
3	Ogden, UT	Mark Roundy	3895 South Washington Boulevard #2	Ogden	UT	84403	(801) 752-0110
4	Orem, UT	John and Donna Diehl	1041 South Orem Boulevard	Orem	UT	84058	(801) 374-9300
5	Saint George, UT	Eric Myers	344 East Sunland Drive, Unit #1	Saint George	UT	84790	(435) 674-1110
	Cedar City, UT	Also owned by Eric Myers	392 West 200 North	Cedar City	UT	84720	(435) 586-9084
	Mesquite, NV	Also owned by Eric Myers	12 West Mesquite Boulevard, Suite 110	Mesquite	NV	89027	(702) 345-3803
6	Salt Lake City, UT	Leslie Hackett	124 South 400 East, Suite 350	Salt Lake City	UT	84111	(801) 521-4210
7	Sandy, UT	Lynn Hirschi and Tori Lima	8649 South 1300 East, Suite 101	Sandy	UT	84094	(801) 566-5026
8	Taylorsville, UT	Leslie Hackett	6243 South Redwood Road, Suite 120	Taylorsville	UT	84123	(801) 255-1441
9	Spanish Fork, UT	Dave and Jennifer Reben	324 North Main Street	Spanish Fork	UT`	84660	(801) 900-6268
VIRGINIA							
1	Alexandria, VA	Sydney Watkins	205 South Whiting Street, Suite 605	Alexandria	VA	22304	(703) 662-1930
2	Charlottesville, VA	Rich and Lori McWilliams	2114 Angus Road, Suite 101	Charlottesville	VA	22901	(434) 290-0470
3	Newport News, VA	Chris and Beth Cary	736A Thimble Shoals Boulevard	Newport News	VA	23606	(757) 596-8888
4	Richmond, VA (Central)	Lloyd and Donna Schantz	5253 South Laburnum Avenue	Richmond	VA	23231	(804) 413-6640
5	Richmond, VA (North)	Lorraine Alexander and Joe Farmer	827 East Parham Road, Suite 1	Richmond	VA	23227	(804) 550-0200
6	Roanoke, VA	Garry Norris	1910 Electric Road	Roanoke	VA	24018	(540) 389-8979
	New River Valley, VA	Also owned by Garry Norris	3225 North Franklin Street, Suite 10	Christiansburg	VA	24073	(540) 639-1692

LIST OF CURRENT FRANCHISEES
(As Of December 29, 2019)

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	Location	Owners	Address 1	City	State	Zip Code	Phone
7	Stafford, VA	Jim and Vania Matthews	233 Garrissonville Road, Suite 102 & 1/2 and 103	Stafford	VA	22554	(540) 720-7007
8	Loudoun County, VA	Jeremy Black	14 Pidgeon Hill Drive, Suite 160	Sterling	VA	20165	(703) 349-2003
9	Vienna, VA	Felipe Valenzuela	8221 Old Courthouse Road, Suite 104	Vienna	VA	22182	(703) 288-0311
10	Virginia Beach, VA	Mike and Karol Hatten	4530 Professional Circle, Suite 1B	Virginia Beach	VA	23455	(757) 961-8368
WASHINGTON							
1	Aberdeen, WA	Reid Bates and Todd Maynes	601 West Wishkah Street	Aberdeen	WA	98520	(360) 533-6755
2	Bellevue, WA	Jake and Britt Domer	3055 112th Avenue Northeast, Suite 203	Bellevue	WA	98004	(425) 747-2424
3	Bellingham, WA	Mark and Sandy Hagen	4152 Meridian Street, Suite 201	Bellingham	WA	98226	(360) 734-2457
4	Bremerton, WA	Kristal Thomas	4545 Auto Center Way, Suite B-2	Bremerton	WA	98312	(360) 479-4756
5	Centralia, WA	Eric and Julie Schubert	407 South Tower Avenue	Centralia	WA	98531	(360) 330-9050
6	Everett, WA	Mark and Sandy Hagen and Stacey Snodgrass	906 Southeast Everett Mall Way, Suite 140	Everett	WA	98208	(425) 339-8400
7	Kennewick, WA	Jason and Rebecca Jones	7014 Okanogan Place	Kennewick	WA	99336	(509) 735-7072
8	Kent, WA	Kris & Jill Hoglund, D Colston, E Arunga, D Lowe	841 North Central Avenue, #C-100	Kent	WA	98032	(253) 850-1344
9	Longview, WA	Bill Stoller, Lisa Straughan and Jenny McCallum *	1208 Washington Way, Suite 130	Longview	WA	98632	(360) 414-1200
	Woodland, WA	Also owned by Bill Stoller, Jenny McCallum and Lisa Straughan *	131 Davidson Avenue, Suite BB	Woodland	WA	98674	(360) 225-0700
10	Lynnwood, WA	Greg Lowe	19009 33rd Avenue West, Suite 204	Lynnwood	WA	98036	(425) 775-4903
11	Moses Lake, WA	Jim and Karen Sperry	131 West 4th Avenue	Moses Lake	WA	98837	(509) 764-6680
12	Mount Vernon, WA	Mark and Sandy Hagen	1806 Riverside Drive, Suite D	Mount Vernon	WA	98273	(360) 336-1980
13	Olympia, WA	Reid Bates and Todd Maynes	1120 Harrison Avenue Northwest	Olympia	WA	98502	(360) 357-7195
14	Port Angeles, WA	Duane Folden	1128 E Front Street	Port Angeles	WA	98362	(360) 452-1253
15	Seattle, WA	Michael Lee	2401 Fourth Avenue, Suite 150	Seattle	WA	98121	(206) 443-5627
16	North Seattle, WA	Michael Lee	15235 Aurora Avenue North, Suite 202	Shoreline	WA	98133	(206) 363-1140
17	Spokane, WA	Ira and Susan Amstadter	331 W. Main	Spokane	WA	99201	(509) 747-6011
18	Tacoma, WA	Jan Schwenger and John Schwenger	5821 South Sprague Court, Suite 101	Tacoma	WA	98409	(253) 475-6855
19	Vancouver, WA	Bill Stoller, Krista DiGiacomo and Jenny McCallum *	2612 Northeast 114th Avenue, Suite 2	Vancouver	WA	98684	(360) 883-3600
20	Walla Walla, WA	Shannon Bergevin	101 West Poplar Street	Walla Walla	WA	99362	(509) 522-1326
21	Wenatchee, WA	Jay and Debbie Smith	411-B North Chelan Avenue	Wenatchee	WA	98801	(509) 662-5187
22	Yakima, WA	Doug and Rebecca Jones	1021 S. 40th Avenue, Suite 1	Yakima	WA	98908	(509) 575-7770
WEST VIRGINIA							
1	Huntington, WV	John Adams	3677 US Route 60 East, Suite 5	Barboursville	WV	25504	(304) 733-5627
2	Charleston, WV	Tom Wirts	47 RHL Boulevard	Charleston	WV	25309	(304) 746-8888
3	Morgantown, WV	Chad Drainer	2000 Coombs Farm Drive, Suite 106	Morgantown	WV	26508	(304) 381-4466

LIST OF CURRENT FRANCHISEES
(As Of December 29, 2019)

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	Location	Owners	Address 1	City	State	Zip Code	Phone
WISCONSIN							
1	Appleton, WI	Mark Leupold	3303 West College Avenue, Suite B	Appleton	WI	54914	(920) 624-6100
2	Brookfield, WI	Rick Grimord	17550 West Bluemound Road, Suite 202	Brookfield	WI	53045	(262) 754-1350
3	Eau Claire, WI	Norm Doty, Amy Holtz and Michael Kreiling	3311 Golf Road	Eau Claire	WI	54701	(715) 831-8778
	Menomonie, WI	Also owned by Norm Doty, Amy Holtz and Michael Kreiling	1915 Wilson Street	Menomonie	WI	54751	(715) 235-3500
4	Madison West (Fitchburg), WI	Paul Kotz and Kaitlin Telfer	2980 Cahill Main, Suite 106	Fitchburg	WI	53711	(608) 663-1940
5	Green Bay, WI	Matt and Kim Sullivan	2271 Fox Heights Lane	Green Bay	WI	54304	(920) 940-6000
6	Janesville, WI	Vicki Schmuck-Donalson	32 South Main Street	Janesville	WI	53545	(608) 741-1600
7	La Crosse, WI	Mark Glahn, Jessie Glahn and Adam Glahn	2240 Rose Street	La Crosse	WI	54603	(608) 779-4252
8	Madison, WI	Stacey Riechers	1731 Thierer Road	Madison	WI	53704	(608) 237-8717
9	Medford, WI	Norm Doty, Amy Holtz, Michael Kreiling, Justin Bangston	1126 South 8th Street, Suite A	Medford	WI	54451	(715) 785-7905
	Weston (Wausau), WI	Also owned by Norm Doty, Amy Holtz, Michael Kreiling, Justin Bangston	3409 Schofield Ave., Suite F	Weston	WI	54476	(715) 241-6721
10	Mequon, WI	Terry Schacht	11126 North Cedarburg Road	Mequon	WI	53092	(262) 242-0303
11	Milwaukee, WI (Downtown)	David Crowley	1845 North Farwell Avenue, Suite 201	Milwaukee	WI	53202	(414) 935-4800
12	Milwaukee, WI (South)	Bob Coletti	1010 West Layton Avenue, Unit 1	Milwaukee	WI	53221	(414) 856-2380
13	Racine, WI	Loretta Olson and Gus Antonneau	1300 South Green Bay Road, Suite 200	Racine	WI	53406	(262) 635-8580
14	Sheboygan, WI	Terry Schacht	2625 Calumet Drive	Sheboygan	WI	53083	(920) 452-0662
15	Stevens Point, WI	Norm Doty, Mark Glahn and Justin Bangtson	1001 Brilowski Road, Suite 5	Stevens Point	WI	54482	(715) 344-1100
16	Waukesha, WI	Bobee and Andrew Bero	2717 North Grandview Boulevard, Ste 100	Waukesha	WI	53188	(262) 264-5553
WYOMING							
1	Casper, WY	Peaches Lynch and Birl Lynch	300 North Ash, #2	Casper	WY	82601	(307) 265-0289
2	Cheyenne, WY	Renee and Pat Ashworth	2205 East Pershing Boulevard	Cheyenne	WY	82001	(307) 634-1635
	Laramie, WY	Also owned by Renee and Pat Ashworth	260 North 4th Street	Laramie	WY	82070	(307) 460-9074
3	Cody, WY	Mary Brazill	2706 Big Horn Avenue, Suite C	Cody	WY	82414	(307) 587-1111

* These Express Employment Professional Businesses are owned by Our Founders

** These Franchisee have signed the Franchise Agreements, but have not yet opened their Express Employment Professionals Businesses.

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LIST OF FORMER FRANCHISEES
(As Of December 29, 2019)

Franchisee	Address	Phone
Rachel Chapman, Bill & Barbara Fellinger, Matt Chapman	Huntsville, AL 35805	(256) 721-5627
Dan Dinkins	Chino, CA 91710	(909) 308-0879
Anne Woods *	La Miranda, CA 90638	(562) 693-5111
Ken Tran	Orange, CA	
Nicole Jacobs	San Diego, CA 92121	(858) 784-3676
Zena Kaji	San Leandro, CA 94577	(510) 346-9675
Ajit Patel	Santa Monica, CA	
Bill and Abigail Curvino	Carrollton, GA 30117	(770) 834-5078
Tim Christy *	Lawrenceville, GA 30043	(678) 475-1010
Betsy Lindgren and Deborah Beighley	Cedar Falls, IA 50613	(319) 277-6603
Ryan Platts	Des Moines, IA 50321	(515) 287-2350
Ryan Platts	West Des Moines, IA 50265	(515) 867-2470
Shaun Borden	Lewiston, ID 83501	(208) 743-6507
Jerry Stoeckigt	Carol Stream, IL 60188	(630) 517-3807
Matt Field	Chicago, IL 60654	(312) 766-0505
Ed Pabich	Lombard, IL 60148	(630) 493-0000
Ed Pabich	Naperville, IL 60563	(630) 983-5400
Melissa Elliott and Paul Tosso *	Baton Rouge, LA 70802	(225) 448-0130
Michel and Francoise Epsztein and Sara Epsztein *	Chelmsford, MA 01824	(978) 256-1101
Nicole Hennessey	Rockland, MA 02370	(781) 763-7878
Bettie Jenifer	Greenbelt, MD 20770	(301) 446-3570
Jeff and Peggy Rey	Brighton, MI 48114	(517) 546-5627
Ryan and Kati Howard	Saint Joseph, MI 49085	(269) 408-1980
Steve and Debra Murray	Saint Joseph, MI 49085	(269) 408-1980
Scott and Diane Moorman	Arnold, MO 63010	(636) 287-3303
Bill Haney	Blue Springs, MO 64015	(816) 229-5627
Mike King *	Columbia, MO 65202	(573) 443-1800
Eric and Leslie Plemmons	Clayton, NC 27527	(919) 243-2017
Curt Anthony	Omaha, NE 68106	(402) 884-0122
Stephanie Batchelor and Yianna Batchelor *	Somerville, NJ 08876	(908) 252-9520
Barry and Deborah Porter	Albuquerque, NM 87114	(505) 508-2162
Linda Nelson-Hermeneanu	Akron, OH 44333	(330) 835-1298
Natalee Ziebro	Cincinnati, OH 45251	(513) 457-4448
Matt Migliore	Philadelphia, PA 19148	(215) 769-9004
Elwin and Karen Roe and Jordan Brown	Franklin, TN 37064	(615) 791-8004

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Rachael Meier and Marissa von Meier	Baytown, TX 77521	(281) 310-8511
Johnny Steward	Grand Prairie, TX 75050	(972) 262-1318
Tonya Svoboda	Houston, TX 77077	(281) 493-2333
Tim and Rebecca Salavejus *	Midlothian, VA	
Reid Bates and Todd Maynes *	Centralia, WA 98531	(360) 330-9050
Jim Wilson	Shoreline, WA 98133	(206) 363-1140
Scott Huebner	Sheboygan, WI 53083	(920) 452-0662

*** These franchisees owned multiple Express Employment Professionals offices and remain Our franchisees.**

****** If You buy this franchise, Your contact information may be disclosed to other buyers when You leave the franchise system.

LIST OF COMPANY-OWNED UNITS
(As Of December 29, 2019)

We do not have any Company-owned units.

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Express SM
SERVICES, INC.

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EXHIBIT I
FINANCIAL STATEMENTS

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Express Services, Inc.

Consolidated Financial Report
December 29, 2019

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Independent Auditor's Report

To the Board of Directors and Stockholders
Express Services, Inc. and Subsidiaries

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Express Services, Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 29, 2019 and December 30, 2018, and the related consolidated statements of comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 29, 2019 and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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 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 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 financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the 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 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 financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Express Services, Inc. and its subsidiaries as of December 29, 2019 and December 30, 2018, and the results of their operations and their cash flows for each of the three years in the period ended December 29, 2019 in accordance with accounting principles generally accepted in the United States of America.

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Other Matters
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The *Supplemental System Wide Information* shown on page 4 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management, is marked “unaudited” and has not been subjected to the auditing procedures applied in the audit of the basic financial statements. Accordingly, we do not express an opinion or provide any assurance on it.

RSM US LLP

Oklahoma City, Oklahoma
March 24, 2020

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Express Services, Inc. and Subsidiaries

Consolidated Balance Sheets
December 29, 2019 and December 30, 2018

	2019	2018
Assets		
Current assets:		
Cash and cash equivalents	**$ 137,963,000**	$ 85,252,000
Restricted cash and cash equivalents	**2,895,000**	4,997,000
Available-for-sale debt securities, at fair value	**95,622,000**	81,506,000
Equity securities, at fair value	**47,383,000**	11,237,000
Accounts receivable, net of allowance for doubtful accounts	**354,803,000**	364,309,000
Prepaid expenses and other current assets	**11,055,000**	13,558,000
Total current assets	**649,721,000**	560,859,000
Accounts and notes receivable from franchisees	**1,736,000**	1,484,000
Deferred income taxes	**2,853,000**	3,732,000
Other assets, net	**311,000**	689,000
Cash surrender value of life insurance policies	**-**	1,947,000
Property and equipment, net of accumulated depreciation	**37,157,000**	33,829,000
Advances and notes receivable from related parties	**82,883,000**	78,814,000
Intangible asset—noncompete, net	**13,101,000**	13,567,000
Total assets	**$ 787,762,000**	$ 694,921,000
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and other accrued liabilities	**$ 91,091,000**	$ 84,864,000
Accrued payroll and payroll taxes	**61,982,000**	35,035,000
Reserve for loss and loss adjustments	**103,821,000**	99,674,000
Related party reserve for loss and loss adjustments	**808,000**	566,000
Franchisee share of gross margin and other payables to franchisees	**77,742,000**	79,850,000
Current portion of deferred compensation	**4,408,000**	3,961,000
Current portion of accrued termination benefits	**7,374,000**	14,257,000
Current maturities on line of credit, long-term debt and capital lease obligations	**240,000**	1,037,000
Total current liabilities	**347,466,000**	319,244,000
Deferred compensation	**53,440,000**	56,380,000
Accrued termination benefits	**21,431,000**	22,633,000
Line of credit, long-term debt and capital lease obligations	**118,000**	236,000
Total liabilities	**422,455,000**	398,493,000
Stockholders' equity:		
Express Services, Inc. stockholders' equity:		
Common stock, Class A—voting, $.001 par value, 500,000 shares authorized; 15,450 shares issued and outstanding	-	-
Common stock, Class B—nonvoting, $.001 par value, 9,500,000 shares authorized; 139,050 shares issued and outstanding	-	-
Additional paid-in capital	**2,651,000**	2,651,000
Accumulated other comprehensive loss	**(1,985,000)**	(1,255,000)
Retained earnings	**364,641,000**	295,032,000
Total stockholders' equity	**365,307,000**	296,428,000
Total liabilities and stockholders' equity	**$ 787,762,000**	$ 694,921,000

See notes to consolidated financial statements.

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Express Services, Inc. and Subsidiaries

Consolidated Statements of Comprehensive Income
Years Ended December 29, 2019, December 30, 2018 and December 31, 2017

	2019	2018	2017
Sales of temporary help services	**$ 3,089,731,000**	$ 3,129,203,000	$ 2,963,092,000
Costs of temporary help services	**(2,442,041,000)**	(2,474,126,000)	(2,343,258,000)
Franchisee share of gross margin	**(401,781,000)**	(405,023,000)	(376,850,000)
Gross profit on sales of temporary help services	**245,909,000**	250,054,000	242,984,000
Franchisee fees and royalties	**4,116,000**	4,024,000	3,772,000
Gross profit	**250,025,000**	254,078,000	246,756,000
Operating expenses:			
Compensation expense	**65,639,000**	92,308,000	57,958,000
General and administrative	**82,998,000**	81,767,000	78,533,000
Depreciation and amortization	**7,048,000**	5,510,000	4,557,000
Total operating expenses	**155,685,000**	179,585,000	141,048,000
Other income (expense):			
Other income	**6,592,000**	32,031,000	2,303,000
Interest income	**8,838,000**	6,077,000	4,764,000
Net unrealized gains on equity securities	**4,779,000**	-	-
Interest expense	**(1,550,000)**	(3,785,000)	(4,244,000)
Total other income	**18,659,000**	34,323,000	2,823,000
Income before taxes	**112,999,000**	108,816,000	108,531,000
Income tax provision	**(1,262,000)**	(142,000)	(4,149,000)
Net earnings	**111,737,000**	108,674,000	104,382,000
Other comprehensive income (loss):			
Foreign currency translation adjustment	**12,000**	(1,164,000)	696,000
Unrealized gain on non-equity securities, net of deferred tax expense of $212,000 for the year ending December 29, 2019 and unrealized gain (loss) on securities available-for-sale of ($291,000) and $297,000 for the years ending December 30, 2018 and December 31, 2017, respectively	**796,000**	(1,093,000)	1,598,000
Gain on derivative financial instrument	**-**	1,162,000	506,000
	808,000	(1,095,000)	2,800,000
Comprehensive income	**$ 112,545,000**	$ 107,579,000	$ 107,182,000
Supplemental system wide information (unaudited):			
System wide sales	**$ 3,525,261,000**	$ 3,564,781,000	$ 3,360,993,000

System wide information includes sales of the Company, international and stockholder-owned and operated franchises, and affiliated entities.

See notes to consolidated financial statements.

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Express Services, Inc. and Subsidiaries

Consolidated Statements of Stockholders' Equity
Years Ended December 29, 2019, December 30, 2018 and December 31, 2017

	Class A Common Stock		Class B Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balance, December 25, 2016	15,450	$ -	139,050	$ -	$ 2,651,000	$ (3,089,000)	$ 296,521,000	$ 296,083,000
Net earnings	-	-	-	-	-	-	104,382,000	104,382,000
Other comprehensive income - foreign currency translation adjustments	-	-	-	-	-	696,000	-	696,000
Other comprehensive income - unrealized gain on investments	-	-	-	-	-	1,598,000	-	1,598,000
Other comprehensive income - gain on derivative financial instrument	-	-	-	-	-	506,000	-	506,000
Reclassification for change in enacted tax rate	-	-	-	-	-	129,000	(129,000)	-
Stockholder distributions	-	-	-	-	-	-	(48,152,000)	(48,152,000)
Balance, December 31, 2017	15,450	-	139,050	-	2,651,000	(160,000)	352,622,000	355,113,000
Net earnings	-	-	-	-	-	-	108,674,000	108,674,000
Other comprehensive loss - foreign currency translation adjustments	-	-	-	-	-	(1,164,000)	-	(1,164,000)
Other comprehensive loss - unrealized loss on investments	-	-	-	-	-	(1,093,000)	-	(1,093,000)
Other comprehensive income - gain on derivative financial instrument	-	-	-	-	-	1,162,000	-	1,162,000
Stockholder distributions	-	-	-	-	-	-	(166,264,000)	(166,264,000)
Balance, December 30, 2018	15,450	-	139,050	-	2,651,000	(1,255,000)	295,032,000	296,428,000
Net earnings	-	-	-	-	-	-	111,737,000	111,737,000
Other comprehensive income - foreign currency translation adjustments	-	-	-	-	-	12,000	-	12,000
Other comprehensive income - unrealized loss on debt securities	-	-	-	-	-	796,000	-	796,000
Cumulative adjustment for adoption of ASU 2016-01 Financial Instruments						(1,538,000)	1,538,000	-
Stockholder distributions	-	-	-	-	-	-	(43,666,000)	(43,666,000)
Balance, December 29, 2019	**15,450**	**$ -**	**139,050**	**$ -**	**$ 2,651,000**	**$ (1,985,000)**	**$ 364,641,000**	**$ 365,307,000**

See notes to consolidated financial statements.

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Express Services, Inc. and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended December 29, 2019, December 30, 2018 and December 31, 2017

	2019	2018	2017
Cash flows from operating activities:			
Net earnings	**$ 111,737,000**	$ 108,674,000	$ 104,382,000
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	**7,048,000**	5,510,000	4,557,000
Provision for doubtful accounts	**60,000**	395,000	841,000
Gain on sale of property and equipment	**(4,721,000)**	(27,856,000)	-
Realized loss (gain) on investments	**(71,000)**	(7,000)	13,000
Net unrealized gains on equity securities	**(4,779,000)**	-	-
Net amortization of bond discount and premiums	**56,000**	338,000	874,000
Phantom stock expense	**2,851,000**	15,261,000	1,980,000
Noncash interest income	**(1,673,000)**	(2,239,000)	(2,164,000)
Deferred taxes	**667,000**	(558,000)	2,016,000
Changes in assets and liabilities, net of effects of foreign currency translation:			
Accounts receivable and accounts and notes receivable from franchisees	**11,096,000**	(9,610,000)	(27,952,000)
Prepaid expenses and other assets	**2,469,000**	(4,190,000)	(2,527,000)
Accounts payable and other accrued liabilities	**6,137,000**	(485,000)	8,197,000
Accrued payroll, payroll taxes, franchisee share of gross margin and other payables to franchisees, deferred compensation and termination benefits	**10,061,000**	13,730,000	(17,478,000)
Reserve for loss and loss adjustment	**4,631,000**	6,443,000	(3,601,000)
Net cash provided by operating activities	**145,569,000**	105,406,000	69,138,000
Cash flows from investing activities:			
Sales and maturities of investments	**243,203,000**	183,222,000	35,807,000
Purchases of investments	**(287,663,000)**	(170,766,000)	(60,742,000)
Net change in shareholder franchises accounts receivable and liabilities	**(1,430,000)**	(2,407,000)	(12,460,000)
Net advances on notes receivable from related parties	**(2,396,000)**	(5,772,000)	(3,270,000)
Capital expenditures	**(12,060,000)**	(7,332,000)	(8,472,000)
Proceeds from sale of life insurance policy	**2,029,000**	-	-
Proceeds from sale of property and equipment	**7,605,000**	158,526,000	-
Net cash provided by (used in) investing activities	**(50,712,000)**	155,471,000	(49,137,000)

(Continued)

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Express Services, Inc. and Subsidiaries

Consolidated Statements of Cash Flows (Continued)
Years Ended December 29, 2019, December 30, 2018 and December 31, 2017

	2019	2018	2017
Cash flows from financing activities:			
Net receipts (advances) on line of credit	**-**	(13,813,000)	13,813,000
Advances on other long-term debt	**186,000**	209,000	-
Payments on other long-term debt	**(1,101,000)**	(66,265,000)	(6,292,000)
Stockholder distributions	**(43,666,000)**	(121,090,000)	(36,152,000)
Net cash used in financing activities	**(44,581,000)**	(200,959,000)	(28,631,000)
Effect of exchange rate changes on cash and cash equivalents	**333,000**	(677,000)	461,000
Net increase in cash and cash equivalents and restricted cash and cash equivalents	**50,609,000**	59,241,000	(8,169,000)
Cash and cash equivalents, beginning of year	**85,252,000**	29,600,000	21,028,000
Restricted cash and cash equivalents, beginning of year	**4,997,000**	1,408,000	18,149,000
	90,249,000	31,008,000	39,177,000
Cash and cash equivalents, end of year	**137,963,000**	85,252,000	29,600,000
Restricted cash and cash equivalents, end of year	**2,895,000**	4,997,000	1,408,000
Cash and cash equivalents and restricted cash and cash equivalents, end of year	**$ 140,858,000**	$ 90,249,000	$ 31,008,000
Supplemental cash flow information:			
Cash paid for interest	$ 1,497,000	$ 2,094,000	$ 4,650,000
Noncash stockholder distributions	$ -	$ 45,174,000	$ 12,000,000
Property and equipment financed through capital leases	$ -	$ 646,000	$ 2,244,000
Subscription agreement obligations due from franchises	$ 1,676,000	$ 1,349,000	$ 1,469,000

See notes to consolidated financial statements.

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Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies

Organization and basis of presentation: The consolidated financial statements include the accounts of Express Services, Inc. (ESI) and its subsidiaries (the Company). All significant intercompany balances and transactions have been eliminated in the accompanying consolidated financial statements. The wholly owned subsidiaries of the Company consist of the following:

Express Services of Canada Company: Express Services of Canada Company (ESC), a foreign corporation, provides temporary help services in Canada.

Express Professionals Indemnity Company: Express Professionals Indemnity Company (EPIC) was incorporated on June 29, 2012, as a licensed pure captive insurance company under the provisions of the Oklahoma Captive Insurance Company Act (the Insurance Act) to insure the risks of the Company and its subsidiaries for workers' compensation.

UU Bar Ranch, LLC: UU Bar Ranch, LLC (UU Bar) was formed for purposes of real estate and asset management and is treated as a disregarded entity for tax purposes. In 2018, all assets of UU Bar were sold and the entity was dissolved in December 2019.

Other subsidiaries: The Company also has the following subsidiaries, none of which had material operations in 2019, 2018 or 2017:

- Domestic entities
  - Express Holdings, LLC III (EH III);
  - Express Holdings, Inc. IV (EH IV);
  - Express Holdings, Inc. V (EH V) (dissolved January 1, 2018);
  - Express Services Employment, LP (ESEC) (merged into Alamo and dissolved January 1, 2018);
  - Express Franchise Services, LP (EFS) (merged into Alamo and dissolved January 1, 2018);
  - Express Global Enterprises, LP (EGE);
  - Express Travel Services, Inc. (ETS);
  - Express Development Corporation, Inc. (EDC);
  - Express Development II, LLC (EDII);
  - Express Development IV, LLC (EDIV);
  - EMS, LLC;
  - EMS Holding Company, LLC;
  - ESI Global Safety Investment, LLC (dissolved in June 2017);
  - Express Global Safety Joint Venture, LLC (dissolved in June 2017);
  - Express Franchise Access, LLC;
  - ExtendHR, LLC (formed in 2018);
  - Alamo Franchise Services, LLC (Alamo) (formed in 2017); and
  - Barre Code Equity, LLC (formed in 2017).

- International entities
  - Express Personnel SA Proprietary Limited (South Africa);
  - Express Employment Professionals SA Proprietary Limited (South Africa);
  - Express Personnel Accounting SA Proprietary Limited (South Africa);
  - Express Personnel Finance Proprietary Limited (South Africa); and
  - Express Newco Proprietary Limited (South Africa) (formed in 2017).

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Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Nature of operations: The Company provides temporary help services and permanent placement services, including executive recruiting, to a diversified group of customers through franchises doing business as Express Employment Professionals. The Company pays the temporary employees' payroll, related payroll taxes, and insurance costs, and handles customer billings and collections. The franchises receive a share of gross margin from the Company based on a contractual percentage of the gross profit (sales of temporary help services less payroll, payroll taxes, and insurance costs). Royalties are paid to the Company based on fees billed by the franchises for permanent placement services.

Through its franchises, the Company provides temporary help services such as clerical, professional, and light industrial to customers located throughout the United States. The Company grants credit to these customers generally on an unsecured basis consistent with industry practice. In addition, the Company has franchise agreements in Canada and South Africa. In 2019, 2018 and 2017, approximately 99% of the Company's operations were in the United States and Canada.

Fiscal year: The Company operates on a 52-53 week fiscal year ending the last Sunday of December. Fiscal year 2019 includes 52 weeks, 2018 included 52 weeks and 2017 included 53 weeks.

Management estimates: The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates. Significant estimates recorded by the Company include investments, reserve for loss and loss adjustments (for workers' compensation), accrued termination benefits, deferred compensation, accrued liabilities (for litigation, claims and assessments), contingencies, and the allowance for uncollectible receivables.

Cash and cash equivalents: The Company considers all highly liquid investments purchased with original maturities of 90 days or less at acquisition to be cash equivalents. Cash and cash equivalents include cash on hand, cash held in banks, money market funds, and commercial paper.

Restricted cash and cash equivalents: Restricted cash and cash equivalents serves as collateral, under an assumption reinsurance agreement with various insurance companies, for the Company's deductible liability for workers' compensation loss for policy years September 30, 2004 through September 30, 2011 (see reserve for loss and loss adjustment in Note 1). Restricted cash and cash equivalents include cash held in banks, money market funds and U.S. Treasury notes.

Concentration of credit risk: Cash and cash equivalents, restricted cash and cash equivalents, and investments are financial instruments that are potentially subject to concentrations of credit risk. The Company's deposits are primarily in accounts at large financial institutions, and amounts exceed federal insured limits. The Company believes it is not exposed to significant credit risk due to the financial strength of the depository institutions in which the funds are held.

Investments: The Company is required to classify its non-equity investments into one of three categories (i.e., trading securities, available-for-sale securities, or held to maturity). During the years ended December 29, 2019, December 30, 2018 and December 31, 2017, the Company has determined that all of its non-equity investments should be classified as available-for-sale. As a result of this assessment, all debt securities, including those determined to be, and classified as, cash equivalents and restricted cash equivalents, are reported at fair market value with the changes in unrealized holding gains and losses recognized as a separate component of other comprehensive income, net of tax, with unrealized holding gains and losses at year end other comprehensive income. Prior to adoption of ASU 2016-01, the Company also classified its equity securities as available-for-sale and applied the same recognition criteria.

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Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Upon adoption of ASU 2016-01, on December 30, 2018, equity investments continue to be reported at fair market value; however, they are no longer classified as available-for-sale and all changes in fair values for equity securities are now reported as gain (loss) on equity investments in the consolidated statements of comprehensive income and included in net income and retained earnings. Upon adoption, the Company reclassified all existing accumulated gains (and losses) on equity securities from accumulated comprehensive income to retained earnings.

Realized gains and losses on sales of securities are determined using the specific identification method, on a trade date basis, and included in net income in the consolidated statements of comprehensive income. Interest and dividends are recognized on the accrual basis, and premiums and discounts on investments in debt securities, are deferred and amortized into income over the term of the investment. Amortization is calculated using the scientific (constant yield) method and the amortization period reflects estimates of the period over which repayment of principal is expected to occur.

Debt securities that are considered other than temporarily impaired, and that the Company does not intend to sell and will not be required to sell prior to recovery of the amortized cost basis, the Company separates the amount of the impairment into the amount that is credit related (credit loss component) and the amount due to all other factors. The credit loss component is recognized in earnings and is the difference between the bond's amortized cost basis and the present value of its expected future cash flows discounted at the security's effective yield. The remaining difference between the bond's fair value and the present value of future expected cash flows is due to factors that are not credit related and, therefore, is not required to be recognized as losses in the income statement, but is recognized in other comprehensive income.

Declines in the fair value of debt securities deemed other than temporary are recognized as a realized loss in other comprehensive income. The Company primarily evaluates all investments held at year-end by the following criteria. The Company reviews all investments for individual securities in which the fair value is less than its cost by 20% or more and has been in a 20% loss position for more than one year. The Company also assesses whether it intends to sell or it is more likely than not that it will be required to sell a security before recovery of its amortized cost basis less any current period credit losses. Debt securities meeting these criteria are further revaluated based on the rating of the bond and the ability of the Company to hold the bond until maturity at year-end. No investments were determined to be other than temporarily impaired; however, no assurances can be made that the Company will be able to recover unrealized investment losses in the future. In the event management subsequently determines certain investments to be other than temporarily impaired, the amount of the impairment will be reclassified from other comprehensive income to realized investment losses (and reported in interest income); however, there will be no impact to the Company's financial position.

Allowance for doubtful accounts: The Company reviews a customer's credit history before extending credit. The Company establishes an allowance for doubtful accounts based upon factors surrounding credit risk of specific customers, historical trends, and other information. The Company does not bear significant risk related to its trade accounts receivable, as substantially all uncollectible accounts are ultimately charged back to the franchisees.

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Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Property and equipment: Property and equipment are initially recorded at cost or, in the case of assets under capital leases, at the present value of future minimum lease payments. The Company capitalizes costs of internally developed software during the development stage, including external consulting costs, cost of software licenses, and internal payroll and payroll-related costs for employees who are directly associated with a software project. Upgrades and enhancements are capitalized if they result in added functionality. Depreciation is computed on the straight-line method over the estimated useful lives of the assets, which range from 3 to 39 years. Leasehold improvements and assets acquired under capital leases are amortized over the lesser of the lease term or useful life, depending on the terms of the lease agreement, using the straight-line method. Repairs, minor replacements and maintenance are charged to general and administrative expense.

Impairment of long-lived assets: The Company reviews long-lived assets, including intangibles, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured as the amount by which the carrying amount of the assets exceeds the fair value of the assets.

Intangible assets—noncompete: The Company recognizes defensive assets as they are developed in connection with contractual noncompete arrangements with certain Company field representatives (developers) and corresponding liabilities for termination benefits to be paid to the developers (see accounting policy for accrued termination benefits). The developers' realization of the termination benefits is contingent upon their adherence to the terms of the noncompete arrangements. Upon termination of the developer, the intangible asset is amortized over the lesser of the contractual noncompete period or the period during which the developer is considered to be a competitive threat. At December 29, 2019 and December 30, 2018, the noncompete intangible asset related to active developers, and not yet subject to amortization, totaled $11,554,000 and $12,579,000, respectively. The weighted-average amortization period for terminated developers is three years at December 29, 2019, and December 30, 2018, and the gross noncompete intangible asset subject to amortization is $20,495,000 and $18,746,000, respectively, and accumulated amortization is $18,948,000 and $17,758,000, respectively. Amortization expense was $1,190,000, $461,000 and $1,094,000 for the years ended December 29, 2019, December 30, 2018 and December 31, 2017, respectively. At December 29, 2019, future amortization expense relating to terminated developers is estimated to be $901,000 in 2020, $627,000 in 2021, and $19,000 in 2022.

Accrued termination benefits: The Company recognizes a liability and related expense for contractual termination benefits when it is probable employees will be entitled to benefits and the amount can reasonably be estimated. The amount recognized is equal to the present value of the estimated future payments. The Company's current obligations include amounts due to its developers (see accounting policy for intangible assets—noncompete), amounts due to key employees for retention bonuses and term expiration bonuses, and severance. The developer obligations are paid over a seven-year period commencing upon termination. The retention bonus is payable on a specified future date if the employee remains employed by the Company through that date. The term expiration bonus is to be paid in twenty-four equal monthly installments commencing on a specified future date, if the individual remains actively employed by the Company through that date. Obligations for severance benefits are accrued when the employee terminates and the Company determines that such amounts are due to the employee. Severance benefits are payable in twenty-four equal monthly installments. See Note 11 for additional information.

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Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Deferred compensation: The Company's deferred compensation liability consists of a deferred compensation plan to reward and provide incentives to key management employees and a deferred compensation arrangement with a stockholder. The Company recognizes a liability and related expense for deferred compensation when employees are vested. For the deferred compensation plan, employees are awarded units and entitled to receive compensation in the future based on certain defined valuations and earnings of the Company. Participants vest in their units at various rates (immediately and/or over a four-year or five-year period) and are entitled to receive payments, subject to certain restrictions and conditions of employment, over a seven-year period or other period specified in the agreement, generally upon their retirement, termination, death, or disability. See Note 11 for additional information.

Reserve for loss and loss adjustment: EPIC insures the Company and its other subsidiaries for their temporary workers' compensation. There is a $1,000,000 deductible liability and no aggregate limit for the policy years ended September 30, 2017, 2018 and 2019 and a $1,250,000 deductible for the policy year ending September 30, 2020. As a consolidated subsidiary of the Company, EPIC's reserves for workers' compensation claims are reflected in the consolidated balance sheets as of December 29, 2019 and December 30, 2018.

Reserves loss and loss adjustments represent known claims and incurred but not reported claims, which in total represent the estimated ultimate net cost of all unpaid claims incurred through year-end. The reserves for unpaid losses and loss adjustments, which are actuarially determined, are estimated using individual case basis valuations and statistical analysis. The actuarial reserves are determined using a weighted average of six development methods. The actuarial approach has not changed significantly from prior periods. The estimates are subject to the effect of trends in loss severity and frequency. Claim frequency is determined on an individual claimant basis. Although considerable vulnerability is inherent in such estimates, management believes that the reserves for loss and loss adjustments are adequate. The estimates are continually reviewed and adjusted as necessary, as experience develops, or new information becomes known; such adjustments are included in cost of temporary help services (expense). The estimates are not discounted for expected investment rates of return.

In 2013, EPIC entered into an assumption reinsurance agreement with various insurance companies to reinsure the Company's deductible liability for the policy years ending September 30, 2004 through September 30, 2011. The agreement covers the first dollar of loss for all periods covered up to $250,000 for the policy year ended September 30, 2004 and $500,000 for policy years from October 1, 2004 to September 30, 2011.

The Company maintains a "stop loss" insurance policy for specific claims in excess of $1,000,000. The Company's franchisees also share in the risks related worker's compensation through premiums charged to the franchisees by the Company and a reduction of gross profit to be allocated between the Company and its franchisees.

Income taxes: The Company has elected to be taxed for U.S. Federal, and to the extent applicable, U.S. State purposes under the provisions of Subchapter S of the Internal Revenue Code. Accordingly, federal income tax liabilities relating to the Company's profits are the stockholders' responsibility; therefore, no provision has been made for federal income taxes. Certain of the Company's subsidiaries are taxed based on the respective entity's profits due to their incorporated status. With the exception of EPIC, no provision for federal deferred income taxes for these entities has been recorded in the accompanying consolidated financial statements as their operations and taxable income or loss are not significant. Certain states and foreign taxing authorities do not recognize the Subchapter S election or the Company has elected to be taxed at the entity level. For these states, income taxes are the Company's responsibility. The Company's state and foreign income taxes are not material.

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Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

EPIC income taxes are accounted for under the asset and liability method; therefore, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between financial statement carrying amounts of existing assets and liabilities and their respective tax basis. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Valuation allowances are established when necessary to reduce deferred tax assets to the amounts expected to be realized.

The Company accounts for uncertain tax positions in accordance with U.S. GAAP, which prescribes a recognition threshold and measurement process for financial statement recognition of uncertain tax positions taken in a tax return. The interpretation also provides guidance on recognition, derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. The Company applies a more-likely-than-not recognition threshold for all tax uncertainties. Management has evaluated the Company's tax positions and concluded that the Company has taken no uncertain tax positions that require adjustment to the financial statements to comply with the accounting guidance for uncertainty in income taxes. The Company classifies interest and penalties, if applicable, related to income taxes as interest expense and general and administrative expense, respectively.

Derivative financial instruments: The designation of a derivative instrument as a hedge and its ability to meet the hedge accounting criteria determine how the Company reflects the change in settlement value of the derivative instrument in the financial statements. A derivative qualifies for simplified hedge accounting if it meets the criteria identified under the Accounting Standards Update (ASU) No. 2014-03, *Derivatives and Hedging (Topic 815): Accounting for Certain Receive-Variable, Pay-Fixed Interest Rate Swaps—Simplified Hedge Accounting Approach.* The Company used interest rate swaps with the intent of hedging exposure to changes in cash flows of certain variable-rate debt obligations of UU Bar. Under simplified hedge accounting, the Company has the ability to elect to measure the swap at settlement value instead of fair value. The asset or liability value of the derivative will change in tandem with its settlement value. For qualifying hedges, the Company records changes in settlement value in other comprehensive income (OCI) and releases the derivative's gain or loss from OCI to match the timing of the underlying hedged items' effect on earnings. The interest rate swaps were terminated in 2018 and the related income statement effects in 2018 and 2017 are not material.

Fair value disclosures of financial instruments: The Company follows the provisions of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC), Fair Value Measurements (ASC 820). ASC 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Inputs that are derived from or corroborated by observable market data.

Level 3: Inputs that are unobservable and significant to the overall fair value measurement.

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Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Comprehensive income: Comprehensive income consists of net income and other comprehensive income, which consists of unrealized foreign currency translation gains and losses that result from the translation of the assets and liabilities of the Company's foreign subsidiaries from their local currencies to U.S. dollars, net unrealized holding gains and losses on available-for-sale debt securities, and changes in settlement value of the interest rate swap. Prior to adoption of ASU 2016-01, *Financial Instruments—Overall (Subtopic825-10): Recognition and Measurement of Financial Assets and Financial Liabilities,* the Company included all unrealized gains and losses on investments classified as available for sale in comprehensive income. Upon adoption of ASU 2016-01, accumulated unrealized gains on equity securities of $1,538,000 at December 31, 2018, were reclassified to retained earnings and beginning December 31, 2018, only the unrealized gains and losses attributable to debt securities are now recognized in comprehensive income and accumulated other comprehensive income (see new accounting pronouncements--recently adopted for additional information).

	Foreign Currency Translation Adjustments	Unrealized Gain (Loss) on Investments	Gain (Loss) on Derivative Financial Instrument	Total
Balance at December 26, 2016	$ (2,074,000)	$ 653,000	$ (1,668,000)	$ (3,089,000)
Other comprehensive income before reclassifications	684,000	1,589,000	506,000	2,779,000
Amounts reclassified from accumulated other comprehensive income	12,000	9,000	-	21,000
Net current-period other comprehensive income	696,000	1,598,000	506,000	2,800,000
Reclassification for change in enacted tax rate	-	129,000	-	129,000
Net change in accumulated other comprehensive income	696,000	1,727,000	506,000	2,929,000
Balance at December 31, 2017	(1,378,000)	2,380,000	(1,162,000)	(160,000)
Other comprehensive income (loss) before reclassifications	(1,202,000)	(1,088,000)	2,747,000	457,000
Amounts reclassified from accumulated other comprehensive income	38,000	(5,000)	(1,585,000)	(1,552,000)
Net current-period other comprehensive income (loss)	(1,164,000)	(1,093,000)	1,162,000	(1,095,000)
Balance at December 30, 2018	(2,542,000)	1,287,000	-	(1,255,000)
Other comprehensive income (loss) before reclassifications	(37,000)	852,000	-	815,000
Amounts reclassified from accumulated other comprehensive income	49,000	(56,000)	-	(7,000)
Net current-period other comprehensive income (loss)	12,000	796,000	-	808,000
Reclassification for adoption of ASU 2016-01	-	(1,538,000)	-	(1,538,000)
Balance at December 29, 2019	$ (2,530,000)	$ 545,000	$ -	$ (1,985,000)

(a) All amounts are net of tax. Amounts in parentheses indicate debits.

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Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

Foreign currency translation: For operations outside the U.S. that prepare financial statements in currencies other than U.S. dollars, the Company translates the financial statements into U.S. dollars. Results of operations and cash flows are translated at average exchange rates during the period, and assets and liabilities are translated at end of period exchange rates. The effects of exchange rate fluctuations on translating foreign currency assets and liabilities into U.S. dollars are included in other comprehensive income. Changes in interest rates and currency exchange rates expose the Company to market risk. The Company manages exposure to these risks by monitoring available financing alternatives, as well as through development and application of credit granting policies.

Revenue recognition: The Company derives its revenue from three segments: temporary help services, permanent placement, and franchise fees. See Note 2 for a description of the accounting policy related to revenue recognition.

New accounting pronouncements—recently adopted: The Company adopted ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)* as of December 31, 2018 using the modified retrospective approach applied to those contracts which were not completed as of December 31, 2018. This standard outlines a single comprehensive model for companies to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. The core principle of the revenue model is that revenue is recognized when a customer obtains control of a good or service. A customer obtains control when it has the ability to direct the use of and obtain the benefits from the good or service. Transfer of control is not the same as transfer of risks and rewards, as it is considered in current guidance. The Company's 2019 financial statements are presented under this guidance, while prior periods are not retrospectively adjusted and are presented in accordance with the Company's previous accounting policy under ASC Topic 605. The cumulative effect of adopting ASC 606 was not recorded upon adoption as it was not significant and did not impact the Company's retained earnings as of December 30, 2018 or the results of the Company's operations for the year ended December 29, 2019.

The Company adopted ASU No. 2016-01, *Financial Instruments—Overall (Subtopic825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, effective December 31, 2018. This guidance changes how entities account for equity investments that do not result in consolidation and are not accounted for under the equity method of accounting. Entities will be required to measure these investments at fair value at the end of each reporting period and recognize changes in fair value in net income. A practicability exception will be available for equity investments that do not have readily determinable fair values, however; the exception requires the Company to adjust the carrying amount for impairment and observable price changes in orderly transactions for the identical or a similar investment of the same issuer. This guidance also changes certain disclosure requirements and other aspects of current U.S. GAAP. The Company recognized a cumulative-effect adjustment upon adoption, resulting in the reclassification of net accumulated unrealized holding gains on equity investments, previously classified as available sale, from accumulated other comprehensive income to retained earnings of $1,538,000. Note 1 accounting policies and Note 4 investment disclosures have been updated to reflect implementation of ASU 2016-01 as well other comprehensive income and accumulated other comprehensive income disclosures; however, prior year disclosures for debt and equity securities and comprehensive income were not modified as the ASU requires changes on a prospective basis. The Company recognized unrealized gains, net of losses, on its equity securities of $4,779,000 during the year ended December 29, 2019 which are included in unrealized gains on equity securities in the consolidated statements of comprehensive income. Prior to adoption of ASU 2016-01, the Company would have recognized unrealized gains, net of related deferred tax liabilities, of $3,700,000 in other comprehensive income.

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Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

The Company adopted ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments* on December 31, 2018. The amendments in this update provide cash flow statement classification guidance for the following eight categories: (1) debt prepayment or debt extinguishment costs; (2) settlement of zero-coupon debt instruments or other debt instruments with coupon interest rates that are insignificant in relation to the effective interest rate of the borrowing; (3) contingent consideration payments made after a business combination; (4) proceeds from the settlement of insurance claims; (5) proceeds from the settlement of corporate-owned life insurance policies, including bank-owned life insurance policies; (6) distributions received from equity method investees; (7) beneficial interests in securitization transactions; and (8) separately identifiable cash flows and application of the predominance principle. Implementation of ASU 2016-15, did not have a material effect on the Company; however, it did change the presentation of proceeds from sale of corporate-owned life insurance policies in the consolidated statements of cash flows presentation.

The Company adopted ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash* on December 31, 2018. This guidance requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. The amendments did not provide a definition of restricted cash or restricted cash equivalents. Upon adoption, the amounts generally described as restricted cash and restricted cash equivalents are now included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. Adoption of this standard also changed the presentation of the consolidated statements of cash flows to provide additional details regarding changes in restricted cash. The Company used a retrospective transition method for each period presented within the consolidated statements of cash flows.

New accounting pronouncements—issued but not yet adopted: In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. This guidance affects any entity that enters into a lease transaction. The primary change from this guidance is that the lessee should recognize the assets and liabilities that arise from all leases over 12 months in length. If the lease is 12 months or less in length, a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and liabilities. If this election is made, the lessee should recognize the lease expense on a straight-line basis over the lease term. This amendment is effective for the Company for fiscal years beginning after December 15, 2020, and annual and interim periods thereafter, with early adoption permitted. The Company is currently evaluating the effects adoption of this guidance will have on its financial statements.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which creates a new credit impairment standard for financial assets measured at amortized cost and available-for-sale debt securities. The ASU requires financial assets measured at amortized cost (including loans, trade receivables and held-to-maturity debt securities) to be presented at the net amount expected to be collected, through an allowance for credit losses that are expected to occur over the remaining life of the asset, rather than incurred losses. The ASU requires that credit losses on available-for-sale debt securities be presented as an allowance rather than as a direct write-down. The measurement of credit losses for newly recognized financial assets (other than certain purchased assets) and subsequent changes in the allowance for credit losses are recorded in the statement of income as the amounts expected to be collected change. The ASU is effective for fiscal years beginning after December 15, 2022. The Company is currently evaluating the effects adoption of this guidance will have on its financial statements.

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Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

In May 2019, the FASB issued ASU No. 2019-05, *Financial Instruments–Credit Losses (Topic 326): Targeted Transition Relief*, which provide entities that have certain instruments within the scope of Subtopic 326-20, *Financial Instruments—Credit Losses—Measured at Amortized Cost*, with an option to irrevocably elect the fair value option in Subtopic 825-10, *Financial Instruments—Overall*, applied on an instrument-by-instrument basis for eligible instruments, upon adoption of Topic 326. The fair value option election does not apply to held-to-maturity debt securities. An entity that elects the fair value option should subsequently apply the guidance in Subtopics 820-10, *Fair Value Measurement—Overall*, and 825-10. This ASU is effective for the Company for fiscal years beginning after December 15, 2022. The Company is currently evaluating the effects adoption of this guidance will have on its financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*, which is intended to simplify various aspects related to accounting for income taxes. ASU 2019-12 removes certain exceptions to the general principles in ASC 740 and also clarifies and amends existing guidance to improve consistent application. This ASU is effective for the Company for fiscal years beginning after December 15, 2021. The Company is currently evaluating the effects adoption of this guidance will have on its financial statements.

In January 2020, the FASB issued ASU No. 2020-01, *Investments—Equity Securities (Topic 321), Investments—Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815)—Clarifying the Interactions between Topic 321, Topic 323, and Topic 815*. This ASU among other things clarifies that a company should consider observable transactions that require a company to either apply or discontinue the equity method of accounting under Topic 323, *Investments—Equity Method and Joint Ventures*, for the purposes of applying the measurement alternative in accordance with Topic 321 immediately before applying or upon discontinuing the equity method. The new ASU clarifies that, when determining the accounting for certain forward contracts and purchased options a company should not consider, whether upon settlement or exercise, if the underlying securities would be accounted for under the equity method or fair value option. This ASU is effective for the Company for fiscal years beginning after December 15, 2021. The Company is currently evaluating the effects adoption of this guidance will have on its financial statements.

In March 2020, the FASB issued ASU No. 2020-03, *Codification Improvements to Financial Instruments*, which makes narrow-scope improvements to various aspects of the financial instruments guidance, including the current expected credit losses (CECL) standard issued in 2016. The ASU is part of the FASB's ongoing Codification improvement project aimed at clarifying specific areas of accounting guidance to help avoid unintended application. The items addressed in that project generally are not expected to have a significant effect on current accounting practice or create a significant administrative cost for most entities. Among its improvements, the ASU clarifies that all nonpublic companies and organizations are required to provide certain fair value option disclosures. There are multiple amendments within this ASU with varying effective dates. The amendment within this ASU with the earliest effective date is effective for the Company for fiscal years beginning after December 15, 2019. The Company is currently evaluating the effects adoption of this guidance will have on its financial statements.

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Note 1. Summary of Business Operations and Significant Accounting and Reporting Policies (Continued)

In March 2020, the FASB issued ASU No. 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which provides temporary optional guidance to ease the potential burden in accounting for reference rate reform. The new guidance provides optional expedients and exceptions for applying generally accepted accounting principles to contract modifications and hedging relationships, subject to meeting certain criteria, that reference LIBOR or another reference rate expected to be discontinued. The ASU is intended to help stakeholders during the global market-wide reference rate transition period. Therefore, it will be in effect for a limited time and election can be made through December 31, 2022. The Company is currently evaluating the effects adoption of this guidance will have on its financial statements.

Subsequent events: Management has evaluated subsequent events through March 24, 2020, the date the financial statements were available to be issued. There were no subsequent event matters requiring recognition and subsequent event matters requiring disclosure are included in Note 14.

Note 2. Revenue Recognition

Revenues are recognized when control of the promised services is transferred to our customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services. The Company's revenues are recorded net of any sales, value added, or similar taxes collected from our customers.

Sales of temporary help services: Sales of temporary help services are recognized over time when the services are performed by the temporary employees. The Company generally utilizes an input measure of time (e.g., hours, days, weeks of service provided), which most accurately depicts the progress toward completion of each performance obligation. The related costs of these services and share of gross margin due to the franchises related to the sales of these services are also recognized when the services are rendered. Revenues are recognized and reported net of any sales taxes.

Franchise fees and permanent placement services: Franchise fees are recognized as revenue at a point in time when the franchise completes the Company-sponsored training course as the Company has then performed substantially all of its obligations. Royalties from permanent placement services are paid to the Company once permanent placement agreements are reached with customers and are recognized as revenue at a point in time when the qualified candidate is placed.

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Note 2. Revenue Recognition (Continued)

The following table presents the Company's revenues disaggregated by type of service provided:

	Years Ended		
Service Types	December 29, 2019	December 30, 2018	December 31, 2017
Temporary help services	$ 3,089,731,000	$ 3,129,203,000	$ 2,963,092,000
Permanent placement	3,250,000	2,811,000	2,546,000
Franchise fees	866,000	1,213,000	1,226,000
Total revenues	$ 3,093,847,000	$ 3,133,227,000	$ 2,966,864,000

The following table presents the Company's revenues disaggregated by geographic region:

	Years Ended		
Service Types	December 29, 2019	December 30, 2018	December 31, 2017
United States	$ 2,986,627,000	$ 3,020,750,000	$ 2,860,627,000
Canada	95,166,000	93,229,000	87,115,000
South Africa	12,054,000	19,248,000	19,122,000
Total revenues	$ 3,093,847,000	$ 3,133,227,000	$ 2,966,864,000

Customer payments are typically due within 10 days of invoicing, but may be shorter or longer depending on contract terms. Management does not assess whether a contract has a significant financing component if the expectation at contract inception is that the period between payment by the customer and the transfer of the services to the customer will be less than one year. The Company does not have any significant financing components or extended payment terms.

Revenues from sales of services and the related direct costs are recorded in accordance with the accounting guidance on reporting revenue gross as a principal versus net as an agent. When ESI is the principal, the Company demonstrates control over the service by being the employer of record for the individuals performing the service, by being primarily responsible to our customers and having a level of discretion in establishing pricing in which the gross amount is recorded as revenues.

Certain client contracts have variable consideration, including credits, sales allowances, or other similar items that generally reduce the transaction price. Variable consideration is estimated using whichever method, either the expected value method or most likely amount method, better predicts the amount of consideration to which the Company will become entitled based on the terms of the client contract and historical evidence. These amounts may be constrained and are only included in revenues to the extent a significant reversal is not expected when the uncertainty associated with the variable consideration is resolved. The Company's variable consideration amounts are not material, and we do not believe that there will be significant changes to the estimates.

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Note 3. Accounts Receivable

Accounts receivable consist of the following:

	December 29, 2019	December 30, 2018
Trade	$ 301,384,000	$ 308,947,000
Franchises	17,764,000	19,215,000
Related parties (see Note 10)	36,033,000	37,935,000
Allowance for doubtful accounts	(378,000)	(1,788,000)
	$ 354,803,000	$ 364,309,000

Note 4. Debt and Equity Securities

The amortized cost, gross unrealized gains, gross unrealized losses, and fair value of investments classified as available for sale and debt securities classified as cash and cash equivalents and restricted cash in the consolidated balance sheets at December 29, 2019 and December 30, 2018 are summarized as follows:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
December 29, 2019:				
Cash equivalents--commercial paper	$ 69,815,000	$ 36,000	$ -	$ 69,851,000
Restricted cash equivalents--U.S. Treasury notes	2,426,000	-	-	2,426,000
Available-for-sale debt securities:				
Certificates of deposit	16,616,000	-	-	16,616,000
Corporate obligations	35,653,000	327,000	(73,000)	35,907,000
U.S. Treasury notes	7,347,000	4,000	-	7,351,000
Municipal bonds	35,315,000	442,000	(9,000)	35,748,000
Total available-for-sale debt securities	94,931,000	773,000	(82,000)	95,622,000
	$ 167,172,000	$ 809,000	$ (82,000)	$ 167,899,000
December 30, 2018:				
Cash equivalents--commercial paper	$ 37,164,000	$ -	$ -	$ 37,164,000
Restricted cash equivalents--U.S. Treasury notes	4,516,000	-	-	4,516,000
Available-for-sale securities:				
Corporate obligations	24,947,000	-	(227,000)	24,720,000
Municipal bonds	35,877,000	92,000	(154,000)	35,815,000
U.S. Treasury notes	20,999,000	1,000	(29,000)	20,971,000
Total available-for-sale debt securities	81,823,000	93,000	(410,000)	81,506,000
Equities	9,291,000	1,972,000	(26,000)	11,237,000
Total available-for-sale securities	91,114,000	2,065,000	(436,000)	92,743,000
	$ 132,794,000	$ 2,065,000	$ (436,000)	$ 134,423,000

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Note 4. Debt and Equity Securities (Continued)

Gross unrealized losses on available-for-sale securities and the fair value of the related securities aggregated by investment category and length of time the individual securities have been in a continuous unrealized loss position are summarized as follows:

	Less Than 12 Months		12 Months Or More		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
December 29, 2019:						
Corporate obligations	$ 9,175,000	$ (73,000)	$ -	$ -	$ 9,175,000	$ (73,000)
Municipal bonds	5,337,000	(9,000)	-	-	5,337,000	(9,000)
	$ 14,512,000	$ (82,000)	$ -	$ -	$ 14,512,000	$ (82,000)
December 30, 2018:						
Corporate obligations	$ 13,284,000	$ (67,000)	$ 11,436,000	$ (160,000)	$ 24,720,000	$ (227,000)
Municipal bonds	3,756,000	(12,000)	17,276,000	(142,000)	21,032,000	(154,000)
U.S. Treasury notes	-	-	3,972,000	(29,000)	3,972,000	(29,000)
Equities	260,000	(26,000)	-	-	260,000	(26,000)
	$ 17,300,000	$ (105,000)	$ 32,684,000	$ (331,000)	$ 49,984,000	$ (436,000)

The amortized cost and fair value of debt securities at December 29, 2019, by contractual maturity are shown below. Expected maturities will differ from contractual maturities because issuers of such securities may have the right to call or prepay obligations with or without call or prepayment penalties.

	Amortized Cost	Fair Value
Due in less than one year	$ 101,314,000	$ 101,386,000
Due after one year through five years	55,513,000	56,234,000
Due after five years through ten years	10,345,000	10,279,000
	$ 167,172,000	$ 167,899,000

Interest income from investments in the consolidated statements of comprehensive income for the years ended December 29, 2019, December 30, 2018 and December 31, 2017, is comprised of dividends and interest, net of premium and discount amortization and totals $6,754,000, $1,950,000 and $1,230,000, respectively. Proceeds from sales, including sales of debt securities classified as cash equivalents and restricted cash equivalents, totaled $43,022,000, $32,093,000, and $5,013,000, resulting in gross realized gains of $71,000, $538,000 and $0 and gross realized (losses) of $0, ($531,000), and ($13,000) for the years ended December 29, 2019, December 30, 2018 and December 31, 2017, respectively. As dividends and net realized gains (losses) are not material to the financial statements, they are included in interest income in the consolidated statements of comprehensive income.

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Note 5. Fair Value Measurements

The methods and assumptions used to estimate the fair value of assets and liabilities in the financial statements, including a description of the methodologies used for the classifications within the fair value hierarchy, are as follows:

Equities, U.S. Treasury notes, corporate obligations, municipal bonds, certificates of deposit, commercial paper and money market mutual funds: The Company gives highest priority to quoted prices in active markets for identical assets at the measurement date (Level 1 of the fair value hierarchy). If quoted market prices are not available, the fair values are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows (Level 2 of the fair value hierarchy).

Limitations: Fair value estimates are made at a specific point in time, based on relevant market information and information about the financial instrument. These estimates do not reflect any premium or discount that could result from offering for sale at one time the Company's entire holdings of a particular financial instrument nor do they reflect income taxes on differences between fair value and tax basis of the assets. Because no established exchange exists for a significant portion of the Company's financial instruments, fair value estimates are based on judgments regarding future expected loss experience, current economic conditions, risk characteristics of various financial instruments, and other factors. These estimates are subjective in nature and involve uncertainties and matters of significant judgment and therefore cannot be determined with precision. Changes in assumptions could significantly affect the estimates.

Financial instruments measured at fair value are classified within the fair value hierarchy as follows:

	Total	Level 1	Level 2	Level 3
December 29, 2019:				
Cash equivalents:				
Commercial paper	$ 69,851,000	$ -	$ 69,851,000	$ -
Money market mutual funds	6,651,000	-	6,651,000	-
Total cash equivalents accounted for at fair value	76,502,000	-	76,502,000	-
Restricted cash equivalents:				
Money market mutual funds	469,000	-	469,000	-
U.S. Treasury notes	2,426,000	-	2,426,000	-
Total restricted cash equivalents accounted for at fair value	2,895,000	-	2,895,000	-
Investments:				
U.S. Treasury notes	7,351,000	-	7,351,000	-
Certificate of deposits	16,616,000	-	16,616,000	-
Corporate obligations	35,907,000	-	35,907,000	-
Municipal bonds	35,748,000	-	35,748,000	-
Equities	47,383,000	47,383,000	-	-
Total investments accounted for at fair value	143,005,000	47,383,000	95,622,000	-
Total assets accounted for at fair value	$ 222,402,000	$ 47,383,000	$ 175,019,000	$ -

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Note 5. Fair Value Measurements (Continued)

	Total	Level 1	Level 2	Level 3
December 30, 2018:				
Cash equivalents:				
Money market mutual funds	$ 37,164,000	$ 37,164,000	$ -	$ -
Restricted cash equivalents:				
Money market mutual funds	481,000	-	481,000	-
U.S. Treasury notes	4,516,000	-	4,516,000	-
Total restricted cash equivalents accounted for at fair value	4,997,000	-	4,997,000	-
Investments:				
U.S. Treasury notes	20,971,000	-	20,971,000	-
Corporate obligations	24,720,000	-	24,720,000	-
Municipal bonds	35,815,000	-	35,815,000	-
Equities	11,237,000	11,237,000	-	-
Total investments accounted for at fair value	92,743,000	11,237,000	81,506,000	-
Total assets accounted for at fair value	$ 134,904,000	$ 48,401,000	$ 86,503,000	$ -

Note 6. Advances and Notes Receivable from Related Parties

Advances and notes receivable due from stockholders and affiliated trusts consist of the following:

	December 29, 2019	December 30, 2018
Notes receivable due from stockholder	$ 1,005,000	$ 1,007,000
Notes receivable due from trusts	81,878,000	77,807,000
	$ 82,883,000	$ 78,814,000

In years prior to 2018, the Company had advanced funds to a stockholder. These notes were collateralized by assets of the stockholder, including shares of the Company's stock. The notes were fully repaid during the year ended December 30, 2018. The Company recognized interest income related to the notes of $863,000 and $1,223,000 during the years ended December 30, 2018 and December 31, 2017, respectively, which is included in interest income in the consolidated statements of comprehensive income.

In September 2018, the Company entered into a $1,000,000 unsecured note with one of its stockholders. The note is currently set to mature on June 30, 2020 and bears interest at a rate of 1.85% and 2.51% at December 29, 2019 and December 30, 2018, respectively. The note plus accrued interest totaled $1,005,000 and $1,007,000 at December 29, 2019 and December 30, 2018, respectively, and is included in advances and notes receivable from related parties in the consolidated balance sheets. The Company recognized interest income of $23,000 and $7,000 during the years ended December 29, 2019 and December 30, 2018, respectively, which is included in interest income in the consolidated statements of comprehensive income.

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Note 6. Advances and Notes Receivable from Related Parties (Continued)

The Company has notes receivable from irrevocable trusts, established by the Company's stockholders, which are secured by interests in life insurance policies. At December 29, 2019 and December 30, 2018, notes totaling $56,238,000 and $52,843,000, respectively, bear interest at a fixed rate of 1.53% and notes totaling $25,640,000 and $24,964,000, respectively, bear interest at the annual short-term applicable federal rate (AFR) (1.61% at December 29, 2019 and 2.76% at December 30, 2018). The Company makes advances on the notes to cover the annual life insurance premiums and the notes may be extended until 90 days after the policies mature. Interest earned on these notes receivable total $1,562,000, $1,197,000 and $955,000 for the years ended December 29, 2019, December 30, 2018 and December 31, 2017, respectively.

Note 7. Property and Equipment

Property and equipment are summarized as follows:

	Estimated Useful Life in Years	December 29, 2019	December 30, 2018
Equipment and furniture	5-7	$ 5,121,000	$ 5,131,000
Computer equipment and software	3-5	55,856,000	48,631,000
Leasehold improvements	5-39	6,154,000	5,582,000
Buildings	39	8,319,000	8,683,000
Land		4,447,000	7,110,000
Assets in process		4,652,000	417,000
		84,549,000	75,554,000
Less accumulated depreciation		(47,392,000)	(41,725,000)
		$ 37,157,000	$ 33,829,000

For the years ended December 29, 2019, December 30, 2018 and December 31, 2017, depreciation expense was $5,848,000, $5,040,000 and $3,454,000, respectively, which includes internally developed software amortization of $4,005,000, $3,244,000 and $1,888,000, respectively.

Note 8. Debt Obligations

Debt obligations consist of the following:

	December 29, 2019	December 30, 2018
Revolving line of credit (a)	$ -	$ -
Capital lease obligations (b)	358,000	1,273,000
	358,000	1,273,000
Less current portion	(240,000)	(1,037,000)
	$ 118,000	$ 236,000

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Note 8. Debt Obligations (Continued)

(a) *Revolving line of credit:* In October 2018, the Company entered into a revolving line of credit agreement with a lending institution with a borrowing capacity of $50,000,000. The credit line bears interest at a fluctuating rate of the Daily One Month LIBOR plus 0.9% (3.36% at December 30, 2018) and matured October 17, 2019. The credit agreement contains certain restrictive covenants, such as a tangible net worth minimum and a restriction on merging or consolidating with any other entity.

In October 2019, the Company amended the $50,000,000 revolving line of credit to extend the maturity date to October 17, 2020. The amended credit line continues to bear interest at a fluctuating rate of the Daily One Month LIBOR plus 0.9% (2.65% at December 29, 2019). All other terms of the amended credit line remain the same as the previous agreement.

The credit agreements provide the Company and the affiliates with funds for working capital, other general corporate purposes, and supports commercial and standby letters of credit. Outstanding letters of credit associated with these agreements at December 29, 2019 and December 30, 2018 were $163,000 and $619,000, respectively.

(b) *Capital lease obligations:* In September 2018, the Company entered into a capital lease agreement maturing September 2021, for use of equipment and intellectual property. In June 2017, the Company entered into a capital lease agreement, maturing July 2019, for the use of intellectual property.

Minimum future payments on the Company's debt obligations for years subsequent to December 29, 2019 are as follows:

2020	$ 240,000
2021	118,000
	$ 358,000

Letter of credit: EPIC has secured an irrevocable standby letter of credit in favor of several insurance companies in the amount of $71,172,000 and $60,172,000 at December 29, 2019 and December 30, 2018, respectively, to collateralize its workers' compensation loss reserves. At December 29, 2019 and December 30, 2018, investments with a fair value of $133,064,000 and $92,743,000, respectively, were pledged as collateral to secure the credit facility. There were no draws on the letter of credit as of December 29, 2019 or December 30, 2018. The letter of credit expires November 29, 2020.

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Note 9. Income Taxes

On December 22, 2017, the President of the United States signed into law the Tax Cuts and Jobs Act tax reform legislation. This legislation makes significant changes in U.S. tax law including a reduction in the corporate tax rates, changes to net operating loss carryforwards and carrybacks, and a repeal of the corporate alternative minimum tax. The legislation reduced the U.S. corporate tax rate from the current maximum rate of 35% to 21% for fiscal year 2018. As a result of the enacted law, the Company was required to revalue deferred tax assets and liabilities at the rate in effect during their scheduled reversal. This revaluation resulted in an additional charge of $2,048,000 to income tax expense in continuing operations and a corresponding decrease in the deferred tax asset. The other provisions of the Tax Cuts and Jobs Act did not have a material impact on the financial statements. The Tax Cuts and Jobs Act also, repealed the election permitting a taxpayer to use its own company experience discount factors, as well as modifies how the Treasury will calculate its discount factors, for taxable years beginning after December 31, 2017. A transitional rule exists for the first taxable year beginning in 2018 under which the amount of unpaid losses and expenses at the end of the preceding year (2017) are to be recalculated under the new provisions of the Tax Cuts and Jobs Act. The total revision of $4,213,000 will be amortized over eight years in the first taxable year beginning in 2018 and the seven succeeding taxable years. The Company recorded amortization of $527,000 in each of the periods ended December 29, 2019 and December 30, 2018.

The components of federal income tax expense are summarized as follows:

	December 29, 2019	December 30, 2018	December 31, 2017
Current expense	$ 595,000	$ 303,000	$ 2,101,000
Deferred expense (benefit)	667,000	(161,000)	2,048,000
Income tax provision	$ 1,262,000	$ 142,000	$ 4,149,000

Federal income tax expense for the periods ended December 29, 2019, December 30, 2018 and December 31, 2017 is different from the amount computed by applying the normal tax rate to income from operations before federal income taxes as follows:

	December 29, 2019	December 30, 2018	December 31, 2017
Computed tax expense (21% in 2019 and 2018 and 34% in 2017)	$ 23,730,000	$ 22,851,000	$ 36,901,000
Increase (decrease) in income taxes resulting from:			
Income subject to taxation at the stockholder level	(22,604,000)	(22,548,000)	(34,800,000)
Change in tax rate	-	-	2,048,000
Other, net	136,000	(161,000)	-
	$ 1,262,000	$ 142,000	$ 4,149,000

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Note 9. Income Taxes (Continued)

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liabilities are summarized as follows:

	December 29, 2019	December 30, 2018
Deferred tax assets:		
Discounting of losses and loss adjustment expenses	$ 2,837,000	$ 2,769,000
Unearned premiums	2,237,000	2,079,000
Tax Cuts and Jobs Act loss reserve revaluation	(664,000)	(774,000)
Net unrealized holding gains on debt and equity securities	(1,557,000)	(342,000)
Total deferred tax assets	$ 2,853,000	$ 3,732,000

The Company believes it is more likely than not that the entire deferred tax assets will be realized. Therefore, no valuation allowance has been recorded.

Note 10. Related Parties

The Company's stockholders' own franchises and have entered into franchise agreements with the Company under the same terms as those of other franchisees and the stockholders have entered into a founders' agreement whereby the Company does not share in the gross margin for stockholder franchises and therefore the Company has no economic interest in the stockholder franchises. As the Company has no economic interest in the founders' franchises, the gross revenues and related expenses of founder franchises are not included in the consolidated statements of comprehensive income; however, the accounts receivable and accrued expenses are reflected in the consolidated balance sheets. As a result of the founders franchises, the Company's consolidated balance sheets include accounts receivable of $36,033,000 and $37,935,000, related party reserve for loss and loss adjustments of $808,000 and $566,000, franchisee share of gross margin and other payables to franchisees of $530,000 and $973,000, accrued payroll and payroll taxes of $3,518,000 and $3,700,000, and accounts payable and other accrued liabilities of $72,000 and $162,000 at December 29, 2019 and December 30, 2018, respectively, that are attributable to the founders franchises.

The Company compensates its stockholders for services performed for the Company. During the years ended December 29, 2019, December 30, 2018 and December 31, 2017, the Company recognized compensation expense related to services provided of approximately $2,000,000, $3,000,000 and $6,000,000, respectively. The Company also has a deferred compensation agreement with a stockholder (see Note 11) with a discounted carrying value of $22,785,000 and $24,250,000 as December 29, 2019 and December 30, 2018, respectively.

The Company also has advances and notes receivable due from stockholders and related party trusts. See Note 6 for additional information related to these arrangements. In addition to the life insurance policies discussed in Note 6, the Company also has an economic interest in life insurance policies of a stockholder whereby the Company pays the premiums of the life insurance policies in exchange for an interest in the policies equal to the greater of cash surrender value or premiums paid. These policies were sold to the stockholder during 2019 at their cash surrender value of $2,029,000. The carrying value of these policies totaled $1,947,000 at December 30, 2018.

In 2019, the Company sold land and improvements with a carrying value of $1,309,000 for $4,161,000 to a stockholder, resulting in a realized gain of $2,861,000 which is included in other income and $8,000 in expenses which are include in general and administrative expense, in the consolidated statements of comprehensive income.

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Note 11. Employee Benefits

The Company sponsors defined contribution and group insurance plans that cover substantially all employees who meet certain types of employment and length of service requirements. Company contributions under these plans are made at the discretion of the Board of Directors. Contributions to the defined contribution plan may not exceed the amount deductible for income tax purposes. Contributions to the plans were approximately $844,000, $761,000 and $752,000 for fiscal years 2019, 2018 and 2017, respectively.

Deferred compensation: The Company has implemented a deferred compensation plan to reward and provide incentives to key management employees who contribute to the Company's continued success and growth. The Board of Directors of the Company administers the plan and awards stock performance units (units) at its discretion. The Board of Directors reserved 1,000,000 units to issue to employees under this plan. The outstanding units as of December 29, 2019 and December 30, 2018 were 32,432 and 32,870, respectively, and of these amounts, 28,420 and 29,472 units, respectively, were vested. The amounts charged to compensation expense under the plan were $2,851,000, $15,261,000 and $1,819,000 for the years 2019, 2018 and 2017, respectively. At December 29, 2019 and December 30, 2018, the vested obligation under this plan was $35,063,000 and $36,091,000, respectively, and is included in deferred compensation in the accompanying consolidated balance sheets. Unrecognized total compensation costs related to unvested awards as of December 29, 2019 were approximately $5,166,000.

Additionally, the Company entered into a deferred compensation arrangement with a stockholder totaling $30,000,000. Annual payments of $2,000,000 began on April 1, 2018 and continue for 15 years. As of December 29, 2019, and December 30, 2018, the discounted carrying value of $22,785,000 and $24,250,000, respectively, was included in deferred compensation in the accompanying consolidated balance sheets.

Accrued termination benefits: The Company has accrued termination benefits for key employees and developers (see Note 1). Obligations to the developers are paid over a seven-year period commencing upon termination. At December 29, 2019 and December 30, 2018, the Company had a total liability for the developers of $16,797,000 and $17,700,000, respectively. At December 29, 2019 and December 30, 2018, $3,531,000 and $3,428,000, respectively, of this liability is included in the current portion of accrued termination benefits. The Company also has employment agreements with key employees that provide for a retention bonus and/or a term expiration bonus, and severance. At December 29, 2019 and December 30, 2018, the Company had a total liability for the bonuses and severance of $12,008,000 and $19,190,000, respectively. At December 29, 2019 and December 30, 2018, $3,843,000 and $10,829,000, respectively, of this liability is included in the current portion of accrued termination benefits on the consolidated balance sheet with the remainder included in non-current accrued termination benefits. This liability was discounted using the Company's incremental borrowing rate of 3.31% to result in a total amount accrued at the full eligibility date equal to the then present value of all future benefits expected to be paid. The total liability related to the retention bonus and/or term expiration bonus, and severance agreements at December 29, 2019 is expected to be paid as follows:

2020	$ 3,843,000
2021	2,150,000
2022	3,237,000
2023	3,070,000
2024	557,000
	12,857,000
Less: Discount to net present value (3.31%)	(849,000)
	$ 12,008,000

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Note 12. Commitments, Contingencies and Uncertainties

The Company is subject to litigation and claims arising in the ordinary course of business. Some of these claims are preliminary and contain unresolved issues, such as class certification or the ability to pursue common and uncommon claims. In the opinion of management and its legal counsel, the outcome of all such matters that are not currently reflected or disclosed in the financial statements is not expected to have a material adverse effect on the Company's consolidated financial position, results of operations, or cash flows; however, as the ultimate outcome of such matters cannot be determined, it is possible that settlement could result in a material adverse impact to the Company.

On August 30, 2018, a stockholder delivered a demand letter to the Company and its Board of Directors related to the manner by which distributions for taxes are calculated and paid under the Shareholders' Agreement. The Company has taken a position that any dispute between the stockholders related to an interpretation of the Shareholders' Agreement should be resolved between the stockholders or by a tribunal of proper jurisdiction, and that the Company will maintain its historical practices pending that resolution. The final arbitration hearing on the matter is currently scheduled to begin August 4, 2020. Once resolved, the Company will respond consistent with the interpretation of the Shareholders Agreement as decided by a court or arbitration panel of proper jurisdiction. If the shareholder is successful, additional tax distributions of up to $41,000,000 (original demand) plus additional potential accumulations related to subsequent tax distributions and accrued interest thereon could be distributed to each shareholder.

As discussed in Note 10, the stockholders of the Company own other franchises and have entered into a founder's exemption agreement that provides for the stockholders to retain their entire gross margin, among other things. Upon the twentieth anniversary of the death of either stockholder, the Company will be required to pay to the deceased stockholder's estate the then fair market value of the founder's exemption right, at which time the exemption will effectively cease, and the Company will be entitled to a share of gross profits from the founder's franchises, similar to the Company's arrangements with third party franchises. This contingent obligation cannot be reasonably estimated as of December 29, 2019.

Note 13. Reserve for Loss and Loss Adjustments

The Company and its subsidiaries are primarily insured for temporary workers' compensation through EPIC. In addition to EPIC's reserve for loss and loss adjustments of $99,396,000 the Company also has reserves for workers' compensation in certain states of $4,425,000 at December 29, 2019. EPIC's reserves inherently have a large amount of variability. Future claim costs may be influenced by changes in the economy, court rulings, or other unknown factors. In addition, projections based on a small volume of data, as in EPIC's case, are subject to greater uncertainty than those based on larger volumes of data. As a result of this variability, actual development may vary, possibly substantially, from the amounts recorded in the consolidated financial statements.

The following is information about EPIC's incurred and paid claims development as of December 29, 2019 and December 30, 2018, as well as cumulative claim frequency and the total of incurred but not reported liabilities plus expected development on reported claims included within the net incurred claims amounts. The information about incurred and paid claims development for each of the five years in the period ended December 31, 2017, is presented as supplementary information.

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Note 13. Reserve for Loss and Loss Adjustments (Continued)

	Incurred Claims and Allocated Claims Adjustment Expenses								As of December 29, 2019	
	Unaudited						Audited			
Accident Year	2012	2013	2014	2015	2016	2017	2018	2019	Total of IBNR Plus Expected Development of Reported Claims	Cumulative Number of Reported Claims
2010	$ -	$ 7,443,000	$ 6,667,000	$ 6,348,000	$ 5,896,000	$ 5,424,000	$ 5,440,000	$ 5,196,000	$ 254,000	5,000
2011	7,117,000	17,508,000	18,752,000	18,957,000	15,913,000	15,383,000	15,212,000	16,564,000	511,000	6,000
2012	38,512,000	45,703,000	41,873,000	41,090,000	43,272,000	42,218,000	42,048,000	42,434,000	626,000	7,000
2013		45,084,000	42,759,000	41,507,000	41,920,000	40,462,000	40,163,000	37,980,000	433,000	7,000
2014			48,826,000	47,361,000	47,636,000	46,196,000	46,311,000	46,554,000	545,000	8,000
2015				51,242,000	50,305,000	48,277,000	48,737,000	49,923,000	2,446,000	8,000
2016					54,364,000	54,461,000	54,841,000	55,191,000	3,282,000	8,000
2017						56,099,000	59,496,000	60,882,000	5,985,000	8,000
2018							61,687,000	63,992,000	12,968,000	9,000
2019								67,148,000	30,296,000	9,000
							Total	$ 445,864,000		

	Cumulative Paid Claims and Allocated Claims Adjustment Expenses							
	Unaudited						Audited	
Accident Year	2012	2013	2014	2015	2016	2017	2018	2019
2010	$ -	$ 2,273,000	$ 3,659,000	$ 4,062,000	$ 4,245,000	$ 4,430,000	$ 4,678,000	$ 4,698,000
2011	1,014,000	9,155,000	11,699,000	13,684,000	14,227,000	14,909,000	15,007,000	15,443,000
2012	10,177,000	29,314,000	35,531,000	38,291,000	39,842,000	40,546,000	40,952,000	41,056,000
2013		13,015,000	25,814,000	31,828,000	34,698,000	35,697,000	36,039,000	36,671,000
2014			15,634,000	31,352,000	38,359,000	41,024,000	42,842,000	44,523,000
2015				15,722,000	31,687,000	38,553,000	42,748,000	45,146,000
2016					18,489,000	37,725,000	45,342,000	49,032,000
2017						18,168,000	40,218,000	49,707,000
2018							20,052,000	42,015,000
2019								23,034,000
							Total	351,325,000
							All outstanding liabilities before 2010	2,781,000
								97,320,000
							Loss payable	2,076,000
							EPIC liabilities for claims and adjustment expenses	$ 99,396,000

	Average Annual Percentage Payout of Incurred Claims by Age							
Years	1	2	3	4	5	6	7	8
	30.9%	35.5%	14.7%	6.9%	3.7%	2.0%	1.3%	0.2%

Note 14. Subsequent Events

The impact of COVID-19 could negatively impact the Company's operations, franchisees, customers, and temporary workforce. The operations for the Company's services could be negatively impacted by the regional and global outbreak of COVID-19, including stop-work orders on existing contract work for an unknown period of time. Any quarantines, labor shortages or other disruptions to the Company's operations, or those of our customers, may adversely impact the Company's revenues, ability to provide its services and operating results. In addition, a significant outbreak of epidemic, pandemic or contagious diseases in the human population could result in a widespread health crisis that could adversely affect the economies and financial markets of many countries, including the geographical area in which the Company operates, resulting in an economic downturn that could affect demand for our services. As of the date of these financial statements, certain customers have been required to close for an unknown time. The extent to which COVID-19 impacts the Company's results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of COVID-19 and actions taken to contain COVID-19 or its impact, among others.

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EXHIBIT J
STATE-SPECIFIC DISCLOSURES

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EXHIBIT J

STATE-SPECIFIC DISCLOSURES

ADDITIONAL DISCLOSURES FOR THE MULTISTATE FRANCHISE DISCLOSURE DOCUMENT OF EXPRESS SERVICES, INC.

The following are additional disclosures for the Multistate Franchise Disclosure Document of EXPRESS SERVICES, INC. required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

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Hawaii Disclosure

The following paragraphs are to be added in the state cover page:

THESE FRANCHISES WILL BE FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

The name and address of the agent for the Franchisor's broker in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Disclosure Document for Express Services, Inc. in connection with the offer and sale of franchises for use in the State of Hawaii shall be amended to include the following:

1. Item 20 "Outlets and Franchisee Information," shall be amended by the addition of the following paragraph:

This proposed registration is effective/exempt from registration or will shortly be on file in California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

2. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the

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Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Addendum to the Disclosure Document.

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Illinois Disclosure

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44 the Franchise Disclosure Document for Express Services, Inc. for use in the State of Illinois shall be amended as follows:

1. The "Summary" section of Item 17 (v), entitled Choice of Forum, is amended by adding the following language:

> However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.

2. The "Summary" section of Item 17 (w), entitled Choice of Law, is amended by adding the following language:

> However, except for federal law, Illinois law applies if the jurisdiction requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

3. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently, without reference to this addendum.

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Michigan Disclosure

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

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

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(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

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

* * * *

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE,

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IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATION AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
LANSING, MICHIGAN 48913

NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS, IF ANY. WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS, IF ANY.

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Minnesota Disclosure

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Express Services, Inc. for use in the State of Minnesota shall be amended to include the following:

1. Item 13, "Trademarks," shall be amended by the addition of the following paragraph at the end of the Item:

   Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights which you have to use our proprietary marks.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

   With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3,4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

   Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

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

3. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the Disclosure Document.

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Rhode Island Disclosure

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34 the Franchise Disclosure Document for Express Services, Inc. for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

   § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the Disclosure Document.

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EXHIBIT K
STATE-SPECIFIC AGREEMENT AMENDMENTS

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Hawaii Franchise Agreement Amendment

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, the parties to the attached Express Services, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 3.2(g), under the heading "Term and Renewal," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> (g) You will execute a general release, in a form satisfactory to Us, of any and all claims against Us, Our subsidiaries, affiliates, successors and assigns and their respective officers, directors, shareholders, managers, members, partners, agents, representatives, and employees, in their corporate and individual capacities, including claims arising under this Agreement and federal, state, and local laws, rules and ordinances, excluding only such claims as You may have under the Hawaii Franchise Investment Law.

2. Section 16.6.(b)(xiv)., under the heading "Transfer, Sales, or Assignment," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> (xiv) If the sale, assignment or transfer to a third party is consummated, it shall not be effective unless and until the then-current Franchise Agreement by and between Us and the purchaser has been executed and delivered, all monies then due and owing to Us by You including the transfer fee required above have been paid to Us, all defaults of Yours under this Agreement have been cured, and You have executed a general release of all claims against Us arising out of or related to this Agreement and Your operations and performance under it, excluding only such claims as You may have under the Hawaii Franchise Investment Law.

3. Section 16., under the heading "Certain Post-Termination or Cancellation Obligations," shall be amended by the addition of the following new paragraph 16.3., which shall be considered an integral part of the Agreement:

> 16.3. Notwithstanding anything to the contrary in this Section 16, We shall comply with Hawaii law which currently requires that We compensate You upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Us or a supplier designated by Us. Personalized materials which have no value to Us need not be compensated for. If We refuse to renew a franchise for the purpose of converting Your business to one owned and operated by Us, We, in addition, must compensate You for the loss of goodwill. We may deduct reasonable costs incurred in removing, transporting and disposing of Your inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due to Us.

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4. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Hawaii amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

EXPRESS SERVICES, INC.

By _____
William H. Stoller
Chief Executive Officer

INDIVIDUAL OR PARTNERSHIP FRANCHISEES SIGN BELOW (ALL MUST SIGN)

FRANCHISEE	% OWNERSHIP	FRANCHISEE	% OWNERSHIP
_____	_____	_____	_____
FRANCHISEE	% OWNERSHIP	FRANCHISEE	% OWNERSHIP
_____	_____	_____	_____

CORPORATE AND/OR LIMITED LIABILITY COMPANY FRANCHISEES SIGN BELOW AND ON FOLLOWING OWNERS' GUARANTEE

_____
(Name of Corporate Franchisee)

By _____

President

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Illinois Franchise Agreement Amendment

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Express Services, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 3. of the Agreement, under the heading "Term and Renewal," shall be supplemented by the addition of the following new paragraph 3.3., which shall be considered an integral part of the Agreement:

> 3.3 If any of the provisions of this Section 3. are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If We refuse to renew this Agreement, We shall compensate You if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 15. of the Agreement, under the heading "Termination or Cancellation," shall be supplemented by the addition of the following new paragraph 15.4, which shall be considered an integral part of the Agreement:

> 15.4 If any of the provisions of this Section 15. concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then such Illinois law shall apply.

3. Section 18.5 of the Agreement, under the heading "Governing Law," shall be deleted in its entirety, and shall have no force or effect; and the following new paragraph shall be substituted in lieu thereof:

> 18.5 This Agreement shall be executed and deemed to be entered into and accepted in the State of Illinois. The rights of the parties and provisions of this Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of Illinois. By execution of this Agreement, You consent to the exercise over You of the general personal jurisdiction of the courts of record of the State of Illinois. Both parties agree that all causes of action and claims under this Agreement shall be litigated only in state or federal courts of record in the State of Illinois, even though it may be otherwise possible to obtain jurisdiction over You or Us elsewhere.

4. Section 18.5. of the Agreement, under the heading "Governing Law," shall be amended by the addition of the following new Section 18.5(a), which shall be considered an integral part of the Agreement:

> (a) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

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5. Section 19.11. of the Agreement, under the heading "General," shall be deleted in its entirety, and shall have no force or effect; and the following new paragraph shall be substituted in lieu thereof:

> 19.11. This Agreement and all ancillary agreements executed contemporaneously with this Agreement, and other than the representations set forth in the Franchise Disclosure Document provided to Franchisee by Franchisor in accordance with the Federal Trade Commission's Trade Regulation Rule Concerning Franchising and Business Opportunity Ventures, constitutes the entire agreement between You and Us, oral and written, and supersede any and all prior negotiations, understandings, representations and agreements; and shall not be modified or amended except in writing signed by the parties. You acknowledge and agree that You are entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of Your own independent investigation of the Franchise and not as a result of any representations about Us made by Our shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees which are contrary to the terms set forth in this Agreement or of any Disclosure Document, prospectus, disclosure document or other similar document required to be given to You by applicable law.

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Illinois amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

EXPRESS SERVICES, INC.

By _____
William H. Stoller
Chief Executive Officer

INDIVIDUAL OR PARTNERSHIP FRANCHISEES SIGN BELOW (ALL MUST SIGN)

FRANCHISEE	% OWNERSHIP	FRANCHISEE	% OWNERSHIP
_____	_____	_____	_____
FRANCHISEE	% OWNERSHIP	FRANCHISEE	% OWNERSHIP
_____	_____	_____	_____

CORPORATE AND/OR LIMITED LIABILITY COMPANY FRANCHISEES SIGN BELOW AND ON FOLLOWING OWNERS' GUARANTEE

_____
(Name of Corporate Franchisee)

By _____

President

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Minnesota Franchise Agreement Amendment

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Express Services, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 3.2(g) under the heading "Term and Renewal," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(g) You will execute a general release, in a form satisfactory to Us, of any and all claims against Us, Our subsidiaries, affiliates, successors and assigns and their respective officers, directors, shareholders, partners, agents, representatives, and employees, in their corporate and individual capacities, including claims arising under this Agreement and federal, state, and local laws, rules and ordinances, excluding only such claims as You may have that have arisen under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

2. Section 3. of the Agreement, under the heading "Term and Renewal," shall be supplemented by the addition of the following new paragraph 3.3:

3.3. Minnesota law provides You with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that You be given 180 days notice of non-renewal of the Franchise Agreement.

3. Section 1. of the Agreement, under the heading "Trade Names and Trademarks," shall be amended by the addition of the following new paragraph 1.10.:

1.10. Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), We are required to protect any rights You may have to Our Proprietary Marks.

4. Section 14.6.(b)(xiv)., under the heading "Transfer, Sales, or Assignment," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(xiv) If the sale, assignment or transfer to a third party is consummated, it shall not be effective unless and until the then-current Franchise Agreement by and between Us and the purchaser has been executed and delivered, all monies then due and owing to Us by You including the transfer fee required above have been paid to Us, all defaults of Yours under this Agreement have been cured, and You have executed a general release of all claims against Us arising out of or related to this Agreement and Your operations and performance under it, excluding only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

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5. Section 14. of the Agreement, under the heading " Transfer, Sales, or Assignment," shall be supplemented by the addition of the following new paragraph 14.15.:

14.15. Minnesota law provides You with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.

6. Section 15. of the Agreement, under the heading " Termination or Cancellation," shall be amended by the addition of the following new paragraph 15.4.:

15.4. Minnesota law provides You with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a You be given 90 days notice of termination (with 60 days to cure) of the Franchise Agreement.

7. Section 18. of the Agreement, under the heading " 18.6. Exclusive Jurisdiction and Venue ", shall be supplemented by the following paragraph 18.6(a)., which shall be considered an integral part of the Agreement:

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

8. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

EXPRESS SERVICES, INC.

By _____
William H. Stoller
Chief Executive Officer

INDIVIDUAL OR PARTNERSHIP FRANCHISEES SIGN BELOW (ALL MUST SIGN)

FRANCHISEE	% OWNERSHIP	FRANCHISEE	% OWNERSHIP
_____	_____	_____	_____
FRANCHISEE	% OWNERSHIP	FRANCHISEE	% OWNERSHIP
_____	_____	_____	_____

CORPORATE AND/OR LIMITED LIABILITY COMPANY FRANCHISEES SIGN BELOW AND ON FOLLOWING OWNERS' GUARANTEE

_____
(Name of Corporate Franchisee)

By _____

President

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Rhode Island Franchise Agreement Amendment

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Express Services, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 18.6. of the Agreement, under the heading " 18.6. Exclusive Jurisdiction and Venue," shall be supplemented by the addition of the following paragraph 18.6(a):

(a) § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

EXPRESS SERVICES, INC.

By _____
William H. Stoller
Chief Executive Officer

INDIVIDUAL OR PARTNERSHIP FRANCHISEES SIGN BELOW (ALL MUST SIGN)

FRANCHISEE	% OWNERSHIP	FRANCHISEE	% OWNERSHIP
_____	_____	_____	_____
FRANCHISEE	% OWNERSHIP	FRANCHISEE	% OWNERSHIP
_____	_____	_____	_____

CORPORATE AND/OR LIMITED LIABILITY COMPANY FRANCHISEES SIGN BELOW AND ON FOLLOWING OWNERS' GUARANTEE

_____
(Name of Corporate Franchisee)

By _____

President

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EXHIBIT L

SAMPLE RELEASE LANGUAGE

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EXHIBIT L

SAMPLE RELEASE LANGUAGE

The following is our current general release language that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

> Franchisee, its officers and directors, its owners, and their respective agents, heirs, administrators, successors, and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless Express Services, Inc., its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors, and assigns (the "**Franchisor Group**"), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee Group and/or its owners had, have, or may have against any member of the Franchisor Group, including any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership, or operation of the Express Employment Professional Business. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including reasonable attorneys', accountants', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Franchise Agreement or the Express Employment Professional Business. The Franchisee Group and its owners represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements, or promises described herein.

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EXHIBIT M
FRANCHISEE COMPLIANCE CERTIFICATION

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EXHIBIT M

FRANCHISEE COMPLIANCE CERTIFICATION

As you know, The Express Services, Inc. (the **"Franchisor"**) and you are preparing to enter into a Franchise Agreement for the establishment and operation of an Express Employment Professionals Business. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. The following dates and information are true and correct:

a. _____,20__ Initials _____	The date of my first face-to-face meeting with any person to discuss the possible purchase of an Express Employment Professionals Business franchise
b. _____,20__ Initials _____	The date on which I received Franchisor's Franchise Disclosure Document ("**FDD**")
c. _____,20__ Initials _____	The date when I received a fully completed copy (other than signatures) of the Franchise Agreement and Addenda (if any) and all other documents I later signed.
d. _____,20__ Initials _____	The date on which I signed the Franchise Agreement.

2. Have you received and personally reviewed the Franchise Agreement and each Addendum and related agreement attached to it?

   Yes _____ No _____

3. Do you understand all of the information contained in the Franchise Agreement, each Addendum and related agreement provided to you?

   Yes _____ No _____

   If no, what parts of the Franchise Agreement, Addendum, and/or related agreement do you not understand? (Attach additional pages, as needed.)

   _____

   _____

   _____

   _____

   _____

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4. Have you received and personally reviewed the FDD that was provided to you?

   Yes _____ No _____

5. Did you sign a receipt for the FDD indicating the date you received it?

   Yes _____ No _____

6. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

   Yes _____ No _____

   If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, as needed.)

   _____

   _____

   _____

   _____

   _____

   _____

7. Have you discussed the benefits and risks of establishing and operating an Express Employment Professionals Business with an attorney, accountant, or other professional advisor?

   Yes _____ No _____

   If No, do you wish to have more time to do so?

   Yes _____ No _____

8. Do you understand that the success or failure of your Express Employment Professionals Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

   Yes _____ No _____

9. Do you understand that no agreement or addendum is effective until it is also signed and dated by the Franchisor?

   Yes _____ No _____

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10. Do you understand that there are no promises, agreements, "side deals," arrangements, written or oral that are not in the Franchise Agreement.

    Yes _____ No _____

11. If you have answered No to any one of questions 8-10, please provide a full explanation of each No answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered Yes to each of questions 8-10, please leave the following lines blank.

    _____

    _____

    _____

    _____

    _____

12. Has any employee or other person speaking for the Franchisor made any statement or promise concerning the revenues, profits or operating costs of an Express Employment Professionals Business operated by the Franchisor or its franchisees, that is contrary to the information contained in the FDD?

    Yes _____ No _____

13. Has any employee or other person speaking for the Franchisor made any statement or promise regarding the amount of money you may earn in operating the Express Employment Professionals Business that is contrary to the information contained in the FDD?

    Yes _____ No _____

14. Has any employee or other person speaking for the Franchisor made any statement or promise concerning the total amount of revenue the Express Employment Professionals Business will generate, that is contrary to the information contained in the FDD?

    Yes _____ No _____

15. Has any employee or other person speaking for the Franchisor made any statement or promise regarding the costs you may incur in operating the Express Employment Professionals Business that is contrary to or different from, the information contained in the FDD?

    Yes _____ No _____

16. Has any employee or other person speaking for the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating an Express Employment Professionals Business?

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Yes _____ No _____

17. Has any employee or other person speaking for the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

18. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

19. Have you paid any money to the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

20. If you have answered Yes to any one of questions 12-19, please provide a full explanation of each Yes answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered No to each of questions 12-19, please leave the following lines blank.

_____

_____

_____

_____

_____

_____

21. Do you understand that all disputes and claims you may have against the Franchisor may be heard in the state or federal courts in Oklahoma?

Yes _____ No _____

22. Do you understand that the Franchise Agreement provides that you can only collect compensatory damages on any claim under or related to the Franchise Agreement and not any consequential or punitive damages?

Yes _____ No _____

23. Do you understand that the Franchise Agreement includes a waiver of jury trials?

Yes _____ No _____

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24. I have spoken with current and former *Express Employment Professionals Business* franchisees, and I chose which franchisees, and how many franchisees, to speak with.

Yes _____ No _____

If you answered Yes to this question 24, please complete chart below (attach additional pages, as needed, and refer to them below.) If you have not spoken with any *Express Employment Professionals Business* franchisees, then please leave the chart blank.

Name of *Express Employment Professionals Business* Franchisee I Spoke With	**On This Date**

Please understand that your responses to these questions are important to us and that we will rely on them.

By signing this Questionnaire, you are representing that you have responded truthfully, accurately, and completely to each of the above questions.

FRANCHISE APPLICANT

_____

Signed

_____

Printed Name

_____, 20_____

Date

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EXHIBIT N
STATE EFFECTIVE DATES AND RECEIPTS

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State Effective Dates

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

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

STATES	EFFECTIVE DATE
California	December 6, 2019
Hawaii	Pending
Illinois	
Indiana	
Maryland	Pending
Michigan	July 14, 2019
Minnesota	Pending
New York	
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	

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

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ITEM 23 • RECEIPTS

(To be retained by Franchisee)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Express Services, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Michigan requires that we give this Disclosure Document to you at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Express Services, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency.

The name of each franchise seller is Dan Gunderson, Michelle Hamon, Vinny Provenzano, Bill Thompson, Brook Wise, and Michelle Davis. The principal business address and telephone number of each franchise seller is:

9701 Boardwalk Blvd.
Oklahoma City, OK 73162
(800) 652-6400

Issuance Date: March 27, 2020

We authorize the agents listed in Exhibit F to receive service of process for us.

I received a Disclosure Document dated March 27, 2020 that included the following Exhibits and other Attachments:

A	Franchise Agreement	E	List of State Administrators
B-1	BTO Program Addendum	F	Agents for Service of Process
B-2	IPP Program Addendum	G	List of Current/Former Franchisees, and Company-Owned Offices
B-3	Conversion Addendum	H	Table of Contents for Manual
B-4	Payroll Addendum	I	Financial Statements
B-5	Territory Development Addendum	J	State-Specific Disclosures
B-6	ExtendHR Program Addendum	K	State-Specific Agreement Amendments
B-7	New Franchisee Incentive Program Addendum	L	Sample Release Language
C	Promissory Note	M	Franchisee Compliance Certification
D	Sample Bonus Chart	N	Receipts (2 copies)

_____
Date Received

_____
Prospective Franchisee

_____
Name (please print)

Address:_____
_____

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ITEM 23 • RECEIPT

(To be signed, dated, and sent to Franchisor)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Express Services, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Michigan requires that we give this Disclosure Document to you at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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D	Sample Bonus Chart	N	Receipts (2 copies)

_____
Date Received

_____
Prospective Franchisee

_____
Name (please print)

Address:_____

_____